



**SELECT BOARD CALENDAR  
04/24/2024|5:00 PM  
WEDNESDAY  
HYBRID MEETING**

- Bernard W. Greene – Chair
- John VanScoyoc – Vice Chair
- Miriam Aschkenasy
- Michael Sandman
- Paul Warren
- Charles Carey – Town Administrator

**SELECT BOARD HEARING ROOM  
6<sup>TH</sup> FLOOR, BROOKLINE TOWN HALL**

**OR**

Please click this URL to Register & Find the Information to Join as an Attendee via your Confirmation Email:

[https://brooklinema.zoomgov.com/webinar/register/WN\\_olb8iJssTgGzeTrgxMSsSQ](https://brooklinema.zoomgov.com/webinar/register/WN_olb8iJssTgGzeTrgxMSsSQ)  
]

To Join by Phone: [1 646 828 7666  
Webinar ID: 160 010 4505

To Watch and Comment:  
BrooklineInteractive.org/live

1. **ANNOUNCEMENTS/UPDATES**  
5:00 PM **Select Board to announce recent and/or upcoming Events of Community Interest.**
2. **PUBLIC COMMENT**  
**Public Comment period for residents who requested to speak to the Board regarding Town issues.**  
*Up to fifteen minutes for public comment on matters not appearing on this Calendar shall be scheduled each meeting. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Select Board's office at 617-730-2202 or by e-mail at [kmacgillivray@brooklinema.gov](mailto:kmacgillivray@brooklinema.gov). The full Policy on Public Comment is available at <http://www.brooklinema.gov/376/Meeting-Policies>*
3. **MISCELLANEOUS**  
**Approval of miscellaneous items, licenses, vouchers, and contracts.**

- 3.A. Question of approving the following meeting minutes:**  
**April 9, 2024**  
**April 16, 2024**
- 3.B. Question of approving CO 37 with Gilbane Building Company in the amount of \$9,689.00O 37 for various ATPs related to the Driscoll School project**
- 3.C. Question of approving amendment # 34 with William Rawn Associates in the amount of \$5,000.00 for additional construction admin services for \$5,000.00**
- 3.D. Question of approving an appropriation transfer request from the Police Department in the amount of \$28,554.00:**  
**From Administration leased equip \$28,554.00**  
**To: Patrol training \$8,437**  
**Patrol supplies \$20,117**
- 3.E. Question of approving an appropriation transfer request from the Building Department for \$19,000**  
**From: personnel accounts**  
**To: Supply accounts**
- 3.F. Question of approving the following CDBG FY2024 Extensions:**  
**Brookline Housing Authority - for Phase 2 of the installation of bathroom fans at its High St. Veterans Development \$383,703**  
**The Brookline Improvement Coalition (BIC) for Capital improvements and fire safety for 154 -156 Boylston Street \$37,650**
- 3.G . Question of accepting scholarships and grants from the Brookline Asian American Family Network and the Office of Diversity, Equity, Inclusion and Community Relations in the amount of \$3,400 from various Brookline Businesses Organizations and Individuals:**  
**BAB Korean Bistro, Praise Shadows Art Gallery, Brookline Community Foundation, Olive Connection and the Sapoznik family, Council of Korean Americans, The Park family, Giles Li, Mint Julep**
- 3.H . Question of approving the following two (2) requests from the Brookline Commission for the Arts:**

**Request from the Brookline Commission for the Arts to extend the Poet Laureate term for one year due to Covid interruptions. Expires on 4.30.2025**

**Request to accept a donation from the Puppet Showcase Inc. for \$20.00 for the Public Arts maintenance fund.**

- 3.I. Question of approving a petition of NStar Electric Company d/b/a Eversource Energy for permission to construct, and a location for, such a line of conduits and manholes with the necessary cables therein under the following public way(s):**

**Westbourne Terrace – conduit running northerly from MH3755 at the intersection with Beacon Street a distance of about 154 feet to MH9531 and southerly from MH9531 a distance of about 18 feet to Pole 161/2**

- 3.J. Question of approving the petition of Verizon New England, Inc. for permission to construct, and a location for, such a line of conduits and manholes with the necessary cables therein under the following public way(s):**

**Fisher Avenue – conduit running northeasterly a distance of 38 feet from existing pole, P.12 on the westerly side of Fisher Avenue across the street to 123 Fisher Avenue**

- 3.K . Question of approving the application for an alteration of licensed premises for an All Alcohol License for Stoked Pizza Brookline LLC d/b/a Stoked Pizza at 1632 Beacon Street. Expanding its alcohol license to include outdoor dining**

- 3.L. Question of approving the application for an alteration of licensed premises for an All Alcohol License for Bartaco Brookline LLC d/b/a Bartaco at 1634 Beacon Street. Expanding its alcohol license to include outdoor dining.**

- 3.M . Question of approving the application for an alteration of licensed premises for an All Alcohol License for DC Associates LLC d/b/a Garrison House at 6 Harvard Square. Expanding its alcohol license to include outdoor dining.**

- 3.N. Question of approving the application for an alteration of licensed premises for an All Alcohol License for Four S Enterprise, Inc d/b/a BAB at 1374 Beacon Street. Expanding its**

**alcohol license to include outdoor dining. Mon-Sun 11:00am - 11:00pm**

**Question of approving the application for a change of hours for Four S Enterprise, Inc d/b/a BAB at 1374 Beacon Street Current Operating Hours Monday – Thursday 11:30AM – 10:00PM, Friday – Saturday 11:30AM – 10:30PM , Sunday 11:00AM – 9:00PM Proposed Operating Hours Monday – Sunday 11:00AM - 12:00 AM.**

**3.O**

**Question of approving the application for a transfer of an All Alcoholic Beverages License from Taberna De Haro, Inc. d/b/a Taberna De Haro to Weisser, LLC. d/b/a Taberna De Haro at 999 Beacon Street. Proposed manager will be Kristina Weiss.**

**Question of approving the application for a Common Victualler License for Weisser, LLC. d/b/a Taberna De Haro at 999 Beacon Street. Hours of operation will Monday – Saturday 11:00AM – 10:00PM; Sunday 11:00AM – 10:00PM. The proposed seating is 48 inside dining seats and 60 outdoor seats.**

**Question of approving the application for an Alternate Manager, Jesse Weiss, for Weisser, LLC. d/b/a Taberna De Haro at 999 Beacon Street**

**3.P.**

**Question of approving the application for a Food Vendor License Cheryl-Ann’s of Brookline, Inc d/b/a Cheryl-Ann’s at 1010 W. Roxbury Pkwy. Hours of operation will be Monday – Wednesday 8:00am – 5:00PM, Thursday – Friday 7:00AM – 7:00PM. Saturday 7:00AM – 5:00PM. Sunday 8:00AM – 4:00PM**

**3.Q**

**Question of approving the application of a Common Victualler for Keneddy Lavour d/b/a Brother Roast Beef & Pizza at 293 Cypress Street. Hours of operation will be Sunday – Saturday 10:30AM – 10:00PM. Seating will consist of 18 inside seat**

**3.R.**

**Question of approving the application for a change in D/B/A at 123 Fisher Ave From Well Balfour Brookline Tenant LLC d/b/a Well Tower To 123 Fisher Avenue Tenant LLC. d/b/a The Newbury of Brookline.**

**3.S.**

**Question of approving the application for a change in the alternate manager to Jill Cyr as an Assistant Operations Manager of NETA located at 160 Washington St. Brookline, MA.**

**Question of approving the application for a change in the**

**alternate manager to Sasha Machado as an Assistant Operations Manager of NETA located at 160 Washington St. Brookline, MA.**

**3.T. Question of renewing the Special Outdoor Dining program for Prairie Fire, Hamilton, and Punch Bowl.  
\*Prairie Fire and Punch Bowl contingent upon Transportation Board approval**

**3.U. Question of approving a Temporary Wine and Malt Beverages Non-Sales License to Brookline Center for Community Mental Health for a Hand in Hand Community engagement event to be held on April 25, 2024 from 7:00PM – 9:00PM at 40 Aspinwall Ave. 150 people expected to attend**

**3.V. Question of approving a Temporary Wine and Malt Beverages, Non-Sales License, for John Heavey (Brookline High School Hall of Fame) to be held on Saturday, April 27, 2024 for Banquet 1:00PM – 4:00PM at Brookline High School.**

**4. CALENDAR  
Review and potential vote on Calendar Items**

**5. DEPARTMENTAL BUDGET REVIEW  
Review of the FY25 Departmental Budgets for:**

**Department of Public Works  
Water and Sewer**

**6. NEWBURY SITE TREE EASEMENT  
Question of approving and executing an easement between 123 Fisher Avenue, Owner, LLC, and the Town of Brookline for a 6,920 sf easement on Fisher Avenue providing for protection and maintenance of 6 trees, and to delegate to the Town Administrator the ability to execute on the Town's behalf.**

**7. LANGUAGE ACCESS POLICY  
Approval of the Language Access Policy as revised by the Office of Diversity, Equity, Inclusion and Community Relations**

**8. CDBG ADVISORY COMMITTEE RECOMENDATIONS  
Ewana Lindo-Smith, Community Development Administrator, will provide an update on the Community Development Block**

**Grant (CDBG) recommendations as required by HUD as part of their Annual Action Plan.**

**9. BOARDS AND COMMISSIONS - INTERVIEWS**

**The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:**

**Small Business Development**

**Chris Muttu**

**10. WARRANT ARTICLES - PUBLIC HEARING**

**7:30 PM Public Hearing, discussion and possible vote on the following Warrant Articles for the May 28, 2024 Annual Town Meeting:**

**Article 2 Collective Bargaining (HR)**

**Article 6 - Unpaid Bills (Select Board)**

**Article 10 - FY25 Budget (Advisory Committee)**

**Article 17 - Police Details (Police)**

**STM2 Article 1 Civil Service**

**11. BOARDS AND COMMISSIONS - APPOINTMENTS**

**The following candidates for appointment/reappointment to Boards and Commissions:**

**Small Business Development Committee**

**Preservation - Associate member to full member**

**12. TOWN MEETING ARTICLE VOTES**

**Discussion and possible vote on the following warrant articles for the 2024 Annual Town Meeting:**

**Article 18 Resolution Social Wealth Study Committee ( A Buono)**

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. The Town of Brookline does not discriminate on the basis of disability in its hiring or employment practices. This notice is provided as required by Title II of the Americans with Disabilities Act (ADA) and by Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information may be sent to Sarah Kaplan, Community Relations Specialist and ADA / Section 504 Coordinator. Persons with disabilities who need either auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures in order to access programs and activities of the Town of Brookline are invited to make their needs and preferences known to the ADA Coordinator. This notice is available in alternative formats from the ADA Coordinator.

# 3.A.



## MINUTES

SELECT BOARD | 5:00 PM

04/09/2024

HYBRID | 6<sup>TH</sup> FLOOR HEARING ROOM AND ZOOM REMOTE

Present: Select Board Member, Bernard Greene, Select Board Member, John VanScoyoc, Select Board Member, Miriam Aschkenasy, Select Board Member, Michael Sandman, Select Board Member, Paul Warren (remote)

### ANNOUNCEMENTS/UPDATES

Chair Greene announced that the Young Israel synagogue honored Stanley Rabinovitch who passed away during covid. Stanley was a supporter of the town and a community advocate.

Board member VanScoyoc attended a service for Eleanor Kaplan who died at 103 and lived an incredibly full and rewarding life. Her partner for many years was former Select Board member Sumner Kaplan. An extraordinary family.

Please support Team Brookline

Board member Warren thanked the Chair for his quick response related to a hateful graffiti incident at the Longwood T stop.

Board member Aschkenasy addressed a rumor that she is a self-harming Jew and she is not sure where it is coming from. These are untrue rumors and she is happy to have a dialog with anyone seeking clarification of her views.

### PUBLIC COMMENT

Officer Amy Hall Brookline spoke on the police promotions and announced that Police Officer Megan Keaveney was bypassed by the Chief. Officer Keaveney had the second-highest score, and her academic score was a perfect 100. She believes the only reason she is not being promoted is because of her association with her; she treated Officer Hall fairly and with dignity and now she is paying the price. She was bypassed for another white male who scored lower than her.

### MISCELLANEOUS

Question of accepting a gift in the form of a bicycle rack from the Boston Workers Circle.

Approved

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Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

Question of accepting a grant from the Brookline Community Fund in the amount of \$5,000.00. The funds will be used to support Eid, a community event that will commence on June 8th, 2024 on the grounds of Town Hall.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

Question of accepting a grant from the Brookline Community Fund in the amount of \$2,800.00. The funds will be used to support a community program called Telling Your Story.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

Question of approving Change Order 36 with Gilbane, in the amount of \$114,864 for various field changes at Driscoll School.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

Question of approving amendment number 28 with Jonathan Levy Associates in the amount of \$11,374 for additional vibration monitoring at Driscoll School.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

Question of approving amendment 27 with Jonathan Levy Associates in the amount of \$90,200 for Geotech well inspection at Driscoll School.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

Question of approving amendment #5 with Consigili in the amount of \$5,328.53 for investigation into Old Pierce School masonry.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

Question of approving amendment #1 with LeMessurier in the amount of \$10,800 for mechanical, electrical, plumbing (MEP) design services at the High School.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

Question of approving a Temporary Wine & Malt Beverages Sales License to Brookline Dining Group d/b/a Hamilton for marathon Monday to be held on April 15, 2024 from 9:00AM – 10:00PM at 1366 Beacon. 400+ people expected to attend

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

Question of acknowledging the following Dexter Southfield School students for earning placements in the 2024 C-SPAN StudentCam video documentary competition:

Troy Basu

Andrew Sloan



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Nicholas Dowd

Ryan Kelly

Abigail Matthews

Emma Yu

Sophie Kravetz

Katie Kirk

Chair Greene read the names of the students and the board offered congratulations to those Dexter Southfield students for their achievement.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

Question of approving an appropriation transfer from the Department of Public Works in the amount of \$230,000 (accounts attached)

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

### CALENDAR

#### DEPARTMENTAL BUDGET REVIEW

Review of the Fy25 Departmental Budgets for:

##### Recreation Department

Interim Director Jeff Nutting noted some increase in wages. There was a presentation from Justin Lawson, General Manager Golf Course, and Business Manager, Jerry Kelly.

Accomplishments:

- Equity Initiative program
- Golf Course Master Plan
- Maintaining operations in a challenging environment

Budget review:

- General fund
- Rec revolving
- Golf enterprise
- Personnel

The board inquired about the scholarships, and that was reviewed.

Board member Warren noted the absence of golf scholarships, and the poor gym conditions at the Soule facility.

The board asked about the Larz Anderson rink. The Park and Rec Commission will be reviewing the options to best serve the community

#### PERSONNEL – RECREATION

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Question of appointing Tim Davis to be the Brookline Recreation Director, subject to the approval of the Parks & Recreation Commission and passage of all required background checks.

Town Administrator Chas Carey offered his recommendation and reviewed Tim's qualifications and affiliations. He thanked the screening panel and reviewed the hiring process.

The Board acknowledged the great work the department does and the amount of interest in the position reflects that.

On motion it was,

Voted to appoint Tim Davis to be the Brookline Recreation Director, subject to the approval of the Parks & Recreation Commission and passage of all required background checks.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

#### CHANGE AFFORDABLE HOUSING RESTRICTION

Caritas Communities at 1876 Beacon St.- Change in One Unit's Area Median Income Limit for Mass Housing Grant".

Emily DeHoog, Senior Housing Planner, reviewed the request. 1876 Beacon Street is a 15-room, single-occupancy dwelling with shared common spaces. She reviewed the units that are varied in the Area Median income levels. These units house formerly homeless and others struggling with housing security. MassHousing is requesting one unit be changed from 100% AMI to 80%.

Chair Greene would like the public to know there are these kinds of housing opportunities for those struggling with housing options.

On motion it was,

Voted to change One Unit's Area Median Income Limit for Mass Housing Grant as indicated in the board's packet.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

#### ELECTRICITY AND NATURAL GAS BID SCHEDULE

Question of authorizing the Town Administrator, to have the authority to execute potential multi-year electricity and natural gas supply contracts with a vendor based on a favorable bid result scheduled for April 11, 2024. Freedom Energy Logistics, our electricity supply consultant, is handling the bid and would be making a recommendation to the Town.

Charlie Young, Assistant Town Administrator, reviewed the process for locking in natural gas contracts, and in most cases, it is a quick turnaround requiring immediate action to secure the price.

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On motion it was,

Voted to authorize the Town Administrator, to have the authority to execute potential multi-year electricity and natural gas supply contracts with a vendor based on a favorable bid result scheduled for April 11, 2024. Freedom Energy Logistics, our electricity supply consultant, is handling the bid and would be making a recommendation to the Town.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

#### CHESTNUT HILL STUDY UPDATE

Project update presentation and discussion on the Chestnut Hill Commercial Area Study

Economic Development Director Meredith Mooney made a presentation.

- Incentivize net
- Review the consultant's scope of work
- Project timeline-goal May 2025 Town Meeting
- Reviewed Community Advisory Group's role
- Upcoming community engagement events
- Outreach process

The board recommended expanding the outreach to include seniors and other communities to identify their perspectives.

#### POLICE GENERAL ORDERS POLICIES

Chief Paster will review and request a vote on changes to the Police Department's General Orders to reflect the Massachusetts Police Accreditation Commission (MPAC) updated set of standards: GO 7.2 Evidence, GO 12.2 Information Systems, GO 13.1 Injured Domestic Animals and Wildlife, GO 16.2 Missing Persons, GO 21.1 Recruitment and Selection of Personnel, GO 23.1 Search and Seizure, GO 26.1 Traffic Enforcement, GO 34.3 New Media Relations, GO 34.3 Civilian Complaints process, GO 48 Bias free policing, GO 50 Duty to report abuse excessive force.

Chief Paster reviewed these are updates to 11 General Orders, with no major overhauls and they provided redlined versions that point out the mandated versions from their accrediting body. This consists of semantics, grammar, and a few modifications that fold policies and procedures that are already in their special orders into the general orders which is a more appropriate place.

The General Orders are things that are in their manual online, the public can view and they are approved first by the PCAC and then by the Select Board. Special Orders are meant to be issued, by the Chief, with notification to the board. Most of the requirements are already in practice within the Police Department.

The board noted the accompanying memo outlining the changes in detail.

On motion it was,

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Voted to approve the changes to the Police Department's General Orders to reflect the Massachusetts Police Accreditation Commission's (MPAC) updated set of standards as presented.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

#### PERSONNEL - POLICE PROMOTIONS

Question of approving the following promotions within the Police Department:

Noah Brothers Sergeant to Lieutenant

Robert Collins Sergeant to Lieutenant

Chief paster reviewed the candidate's qualifications.

On motion it was,

Voted to approve the following promotions within the Police Department:

Noah Brothers Sergeant to Lieutenant

Robert Collins Sergeant to Lieutenant

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

#### DEPARTMENTAL BUDGET REVIEW CONTINUED

Review of the Fy25 Departmental Budgets for:

Police Department

Accomplishments

- Clearance rates are up for part A crimes (47%)
- Staffing levels improved
- Review of Police Department organization
- Arrests, Field Interviews are up

Key goals for FY25

- Smooth transition away from civil service

Wish list

Would like technology equipment and training opportunities increased

Would like to see increased space and employee parking

The Chair asked about a satellite office maybe in South Brookline; they would be amenable to that. The Board noted the shift in budget items, notably in supplies, training, and equipment. They appear to be funded through salary savings. Is there not enough in the supply accounts to cover these items?

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Assistant Town Administrator Charlie Young responded they have been working closely, looking at the budget, and they don't have a good idea of what the liability is year by year, they will get to that point of what is an appropriate level.

### WARRANT ARTICLES - PUBLIC HEARING

Public Hearing, discussion and possible vote on the following Warrant Articles for the May 28, 2024 Annual Town Meeting:

Article 9 Accept Chapter 40, Section 13D of the General Laws, establishing an accrued liabilities reserve fund for compensated absences (Deputy Town Administrator and Finance Director)

Correction: This Article held its Public Hearing on March 19, 2024, with a unanimous 5-0 favorable Action vote.

Article 13 Amend the Town's Zoning By-law to reduce the restrictions for Accessory Dwelling Units. (Blood/HAB) ADU's

Housing Advisory Board Chair Roger Blood made a presentation on Article 13 which is an initiative to make the creation of accessory dwelling units (ADU) by single-family homeowners a bit more user-friendly. This is probably the first of 2 articles on the subject, one may follow if and after the State adopts a similar policy that may preempt local authority. They are seeking to pass an ADU as of right.

- Town meeting approved in 2019 to do ADU in single-family dwelling units; the ads are a second smaller subordinated dwelling unit to the main unit, they include cooking facilities and bathrooms and sleeping facilities.
- The original article had many restrictive provisions in it. It produced little results in the way of creating affordable dwelling units. Which is the intent of this article.
- This article increases as-of-right square footage. And increase special permit maximum square footage
- Eliminates special conditions allowing increased space for applicants with a handicapped family member needing onsite resident caregiver
- Eliminates the requirements for owner-occupant certification, because the information is within the assessing department. Eliminates the 5-year ownership provision
- New provisions addressing non-owner occupants, absentee investors would be required to deed restrict their ADU as affordable for at least 15 years.
- Eliminates some exterior appearance requirements

Roger: the bottom line is that the rent in those owner-occupied ADU's is not formally regulated, because the rent itself tends to be almost entirely something that's below what a profit-seeking landlord can get who's in the rental housing business.

Board member VanScoyoc raised concerns should the Town adopt this, and then the State should adopt something that departs from what the town adopted. Would the State's adoption take precedence; there is no clear answer to this. The State could have a more favorable version.

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Associate Town Counsel Jonathan Simpson added it is important to note we do not know what the Governor's proposal will look like or the impact. Most likely there would be some lead time for a community to make adjustments. The State could ultimately overrule what the town does. Most likely it may include things you have to allow and not require a special permit, or add excessive requirements with the as of right provisions.

Roger added it is a judgment call. The State may be proposing a completely detaching definition of an ADU allowing developers to purchase redevelopment for any single-family fully for profit and maximizing rents. That would be by right and cities and towns could not restrict anything related to owner occupancy.

The board expressed concern with not knowing what the State will present. This is a strategy around speculation. There was a concern about unintended consequences that would result in more tear-downs.

Board member Warren feels this should be part of the community-driven comprehensive plan.

Public hearing:

Regina Frawley expressed concern about the non-owner-occupied language; in the United States, one in 5 homes is investor-owned. Many Brookline residents build on to their homes claiming they need more space to house family, in-laws, etc., and without exception, they flip the house within 2 years. This is the kind of instability we don't want in our neighborhoods. We have reached the point where the concept of a neighborhood is under attack.

Micheal Rubinstein, TMM 13 noted that ADU's in Brookline are about .5-1% of the housing stock; it is unreasonable to expect over a very long period that there would be any more than 150 ADU's to be built because of this. The deed restriction that has been put in place in this Article for investor, and owner-occupants, actually not only affect investor occupants, but it will also potentially affect the ability of owner-occupants to be able to finance their homes because of the possibility of lenders who do not want to make loans to owner-occupants in an environment that has such a deed restriction.

Fran Perler is conflicted. She supports the concept of a single-family owner having the ability to have a granny ADU; but it appears is it very easy to get a special permit for 1200 sf. And that worries her. Because investors can do this with a deed restriction it might decrease the housing supply of older cheaper single families. She asked about college students renting multiple rooms in a unit.

Article 14 Amend the Town's Zoning By-law to reduce the setbacks needed for energy-saving devices. (ZEAB)

Petitioner Wendy Stahl, Chair of the Zero Emissions Advisory Board (ZEAB) made a presentation of the updated version.

- Getting to Zero Emissions. The State has a legally binding mandate of reaching net zero carbon emissions by 2050, and Brookline has committed to 2040.

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- Article 14 changes our zoning bylaw to allow for the installation of electrification equipment within 2 feet of side and rear lot lines. Electrification equipment is defined as any device that's powered by electricity, and that is capable of both heating and cooling or vehicular charging. So essentially, this means heat pumps and EV chargers.
- Currently, the Building Commissioner considers mechanical devices, such as heat pump condensers to be accessory structures. So, like any other accessory structure, they're not permitted to be installed within 6 feet of side or rear lot lines. If someone wants the structure closer than 6 feet to their lot line, a special permit is required.
- The navigation of this process is costly, difficult to navigate and time-consuming.
- This article proposes to eliminate the extra cost and extra time for any heat pump or EV charger as long as you can maintain 2 feet between the device and the lot line.
- With historic buildings, existing design standards will still apply.

Some exceptions:

- Harvard St. main district
- Special permits
- Rear yards abutting alleys
- Review of exemptions that will not change
- Review of sound-level examples. Ms. Stahl added the main concern she has heard is noise.

Other municipalities have adopted similar policies and there have been no complaints on sound or any other issues since their adoption.

The board asked for clarity on the exception for multi-family or large buildings. That definition is 7 or more units; they would require a special permit.

Public hearing: No speakers

On motion it was,

Voted 5-0 favorable action on the revised article which was supported by AC, and the Planning Board recommendation.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

### DPW TRANSPORTATION & MOBILITY PLAN PROGRAM UPDATE

Commissioner Chute and Environmental Partners Consultants will provide an update on the Transportation and Mobility Plan, Pavement Condition Report, Pavement Management Program, Prioritization for Capital Work, and associated Town policies. The Select Board may review and take a possible vote on guidance for the revision of those plans and policies.

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Commissioner Chute made the introductions to discuss the crucial aspect of our community infrastructure. Our roadway is inclusive of bicycle and pedestrian accommodations, facilitates commerce, and connects neighborhoods to schools, parks, and business districts. They support a vibrant and healthy quality of life and ensure the smooth functioning of daily activities. However, ensuring that they're safe, in good repair and designed for equitable access and use requires considered effort, time, funding, and strategic planning. So this, the transportation and mobility plan, is our effort to pull these together from maintenance through to policy, asset management and construction.

Presentation:

- Summary of Town Assets/ roadways, sidewalks and curb ramps
- Transportation and Mobility goals
- Approach to infrastructure improvements
- Upcoming work
- Summary

Transportation & Mobility Plan progresses & incorporates several Town policies & program:

- Complete Streets Policy
- Sidewalk Policy
- Pavement Management Program
- Cost of infrastructure work has increased notably over the past 3-5 years
- Project scopes established in a way that maximizes the use of the Town's funding to improve the overall condition of the Town's infrastructure in accordance with relevant policies & programs
- DPW revisits the plan annually as costs

Discussion:

The board noted that the miles of roadway maintained by Brookline have precipitously declined and noted the increase in repair costs.

The board inquired about the backlog of maintenance

The board reviewed the various costs related to maintenance.

The board noted prioritizing which roads are slotted for repair.

The board noted the ADA compliance factor and the community that is disproportionately durationally impacted by their ability to use the sidewalks.

Commissioner Chute added these are not book jobs. They require survey, design and analysis to determine what components of them need to be completed; it is a process that takes time.

### WARRANT ARTICLES

Discussion and possible vote on the following warrant articles for the 2024 Annual Town Meeting:

Article 16 - Amend 3.14.1 of the General By-Laws to change the number of Commission for Diversity, Equity, Inclusion and Community Relations members from 15 to 9 (Select Board)

Board member VanScoyoc noted that the Advisory Committee made the observation it is not 100% clear in the language of the original bylaw that the voting members of the DEICR are the members who are appointed members by the Select Board, so they made a revision:



### 3.A.

In Select Board

04/09/2024

Page 11 of 11

The Commission shall consist of fifteen (15) nine (9) residents, who shall be called Commissioners, **and are the voting members of the Commission.**

On motion it was,

Voted to reconsider Article 16.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

On motion it was,

Voted 5-0 Favorable Action on Article 16 with the revision recommended by the Advisory Committee.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman, Paul Warren

There being no further business, the Chair ended the meeting at 9:50 pm.

ATTEST



MINUTES

SELECT BOARD

04/16/2024 | 5:00 PM  
ZOOM REMOTE MEETING

Present: Select Board Member, Bernard Greene, Select Board Member, John VanScoyoc, Select Board Member, Miriam Aschkenasy, Select Board Member, Michael Sandman, Select Board Member  
Absent: Paul Warren

ANNOUNCEMENTS/UPDATES

Congratulations to Team Brookline for their Boston Marathon accomplishments.  
Thank you to the staff for a successful Marathon event.  
The National Community survey questions went out via postcard. Please be on the lookout.

PUBLIC COMMENT

Ade spoke on the Brookline Ave Park noting that sometimes the dog park gets closed up and folks bring their dogs onto the pay areas where they are not allowed. Please provide proper signage. Congratulations to the leaders of the Black N Brown community for promoting the aviation program.

DEPARTMENTAL BUDGET REVIEW

Review of the Fy25 Departmental Budgets for:

Building Department

Health and Human Services

Building budget: Dan Bennett, Building Commissioner made a presentation of their FY25 budget.

Review of divisions and duties

- Public Buildings
- Code enforcement
- Construction renovation CIP

Accomplishments

- implement CIP plan
- competed the Driscoll School
- advanced the Pierce School design

## 3.A.

In Select Board

04/16/2024

Page 2 of 4

- proceeded with the Fire Station upgrade project.
- implemented stretch energy code -11 new structures that are fossil fuel free as of January 1, 2023

Goals

- continue recruiting efforts and staffing and dept reorganization
- HVAC positions
- scanning and digitizing
- looking for strategic preventative maintenance support

wish list

- electrification - fully fund to electrify all town buildings
- document scanning
- provide reports for all town building systems.
- expand code enforcement division by creating a zoning admin

Review of construction projects.

The board asked about ARPA-funded projects- that was reviewed

The board asked about painting the Senior Center, Dan provided an update

The board asked about the allocation of staff between school and town buildings – 75 schools/25 town

Health: Health Director Sigalle Reiss made a presentation

- review of projects implemented.
- accomplishments Metro Health Collaborative
- completed Brookline Marijuana research study
- Brookline Bounty program

Major goals

- community health improvement and health assessment plan
  - Narcan program
  - review of community surveys
  - rodent update
- dept demand from new bylaws and initiatives; new staff and new roles.
- collaboration with other departments

The board congratulated Sigalle on obtaining significant grants

The board reviewed the ARPA-funded programs

The board reviewed the new Housing Stability Office and its functions

### WARRANT ARTICLES - PUBLIC HEARING

Public Hearing, discussion and possible vote on the following Warrant Articles for the May 28, 2024 Annual Town Meeting:

## 3.A.

In Select Board

04/16/2024

Page 3 of 4

Article 8 - Establish a Departmental Revolving Fund for vaccines (Select Board)

Deputy Town Administrator Melissa Goff reviewed the Article to establish a revolving fund for vaccines. She reviewed the vaccine program and the reimbursement process from insurance companies. The fund would allow the town to purchase the vaccines and expand upon them. All revolving funds are listed in the Town's By-law.

Public hearing: No speakers

On motion it was,

Voted 4-0 Favorable Action on Article 8 as presented

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Absent: Paul Warren

Article 4 - Spec. Appropriation Close-Out Report/Bond Authorization Rescission (Select Board)

Melissa Goff reviewed this is an annual article providing a listing of accounts that provide the Comptroller certainty in closing accounts and viewing which accounts may have a surplus and rescinding unused balances of prior bonds. Not much has changed in the last few years. She recommends leaving the accounts where they are and a No Action vote.

On motion it was,

Voted 4-0 No Action on Article 4 as presented.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Absent: Paul Warren

### SPECIAL TOWN MEETING

Question of calling a Special Town Meeting on Tuesday, May 28, 2024, at 8:00 p.m. at the High School Auditorium and Zoom remote meeting to waive the requirements of Sections 2.1.2 through 2.1.4 of the Town's By-Laws; to open and close the Warrant; and to insert in the said Warrant the following article:

STM 2 - Article 1 Police Civil Service

Melissa Goff reviewed there is a collective bargaining agreement with the Police Union which allows the Town to leave Civil Service. The warrant had already closed before the agreement was reached, so this requires a Special Town Meeting. She reviewed the required process to add this article.

On motion it was,

### 3.A.

In Select Board

04/16/2024

Page 4 of 4

Voted: To call a Second Special Town Meeting on Tuesday, May 28, 2024, at 8:00 p.m. at the High School Auditorium and via Zoom; to waive the requirements of Sections 2.1.2 through 2.1.4 of the Town's By-Laws; to open and close the Warrant; and to insert in the said Warrant the following article:

ARTICLE 1:

To see if the Town will vote to remove all positions in the police department of the Town of Brookline from the provisions of the civil service laws, including General Laws, chapter 31, et seq., and the rules and regulations relating to the same, by revoking the Town's acceptance of the provisions of Chapter 267 of the Acts of 1894, voted under the Third Article of the Warrant for the Town Meeting held on May 29, 1894; or act on anything relative thereto.

VOTED: To execute the Warrant for the May 28, 2024 Second Special Town Meeting.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Absent: Paul Warren

There being no further business, the Chair ended the meeting at 6:15 pm.

ATTEST

TOWN OF BROOKLINE

331 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE; 05-Apr-24

TO: **Gilbane Building Company**  
**7 Jackson Walkway**  
**Providence RI 02903**

Purchase Order Number  
**22009076**

Vendor Number  
**1299**

PAYMENT AMOUNT  
**\$9,689.00**

BUDGET **\$99,625,207.00**  
 BALANCE **\$62,017,206.54**

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C210		6C0002

FOR: Driscoll School Renovation

Change Order #	Date	Description
37	4/4/2024	Various Changes to Contract Work

AMOUNT **\$9,689.00**

BUILDING COMMISSION

APPROVAL OF:

*Janet Flanagan*  
 Janet Flanagan, Chairman

*George Cole*  
 George Cole

*Karen Bresnawski*  
 Karen Bresnawski

*Nathan E. Peck*  
 Nathan E. Peck

*Brooke Duskin*  
 Brooke Duskin

BOARD OF SELECTMEN

APPROVAL OF:

*Charles Carey*  
 Charles Carey, Town Administrator

*Bernard Greene*  
 Bernard Greene, Chairman

*Michael Sandman*  
 Michael Sandman

*John VanScoyoc*  
 John VanScoyoc

*Miriam Aschkenasy*  
 Miriam Aschkenasy

*Paul Warren*  
 Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

*Susan A. Lyons*  
 Deputy Superintendent For Administration and Finance

DocuSigned by:

*Helen Charlupski*  
 Helen Charlupski

4/11/2024

Jonathan Levi Architects  
www.leviarc.com  
617.837.6749  
617.437.9458  
617.437.9458  
266 beacon street boston ma 02116 tel 617.437.9458 fax 617.837.6749

4/2/24

Driscoll School Project  
**Change Order #37 Summary**

<u>Change Proposal Number</u>	<u>Change Value</u>
ATP-335R, RFI 722 Drainage Structure Conflict with Footing & Walls	\$5,530.00
ATP-381R1, CCD 16 Generator Start Stop Output Signal from BMS	\$2,042.00
ATP-402, CCD 6R Delegated Design Cost for Stair 1 Interruption Wall	\$2,117.00
<b>Total Change Order Value</b>	<b>\$9,689.00</b>

ATP-335R, RFI 722 Drainage Structure Conflict with Footing & Walls \$5,530.00  
Modifications to the north ramp to avoid potential conflict with a gas line under the sidewalk.

ATP-381R1, CCD 16 Generator Start Stop Output Signal from BMS \$2,042.00  
Owner scope change for additional control and wiring for the Building Management System to allow for weekly scheduling of the emergency generator.

ATP-402, CCD 6R Delegated Design Cost for Stair 1 Interruption Wall \$2,117.00  
Owner scope change for the delegated engineering of a new security wall at the Stair #1 intermediate landing above the 4th level to restrict access to the roof level.



**Owner Change Order (OCO)**



Project Name: Brookline - Driscoll School  
 Gilbane Project No.: J08864.000

OCO: OCO-0037

PCI: OS-00301, OS-00335, OS-00357

Alternate Tracking #:

Attention:  
 Owner: Town of Brookline  
 Address: 333 Washington Street

Date Issued: 04/04/2024

Brookline, MA 02445 US  
 Architect: Jonathan Levi Architects LLC, Mark Warner

# 37  
 CO For  
 9689

The Contract changes as follows:

Scope Of Changes: OCO 37 Misc. Changes

Description: April Change Order for ATPs 335, 381, & 402

**Attachments:**

Number	Title	PCI	Change Date	Revision
00000001	OCO 37 Backup.pdf		04/03/2024	

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	ATP
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Final	\$5,031.00	ATP-0335
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$145.00	ATP-0335
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$31.00	ATP-0335
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$60.00	ATP-0335
J08864.000		99.999.999000.Z	Fee		Final	\$263.00	ATP-0335
TOTAL FOR PCI No. OS-00301						\$5,530.00	



3.B.

DocuSign Envelope ID: BA54F42D-805A-4F16-8253-F048EE4F1E08  
 J08864.000 01.05B.050000.X

J08864.000		01.05B.050000.X	Misc. and Ornamental Metals	United Steel, Inc.	Final	\$1,949.00	ATP-0402
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$55.00	ATP-0402
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$12.00	ATP-0402
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$ .00	ATP-0402
J08864.000		99.999.999000.Z	Fee		Final	\$101.00	ATP-0402
TOTAL FOR PCI No. OS-00335						\$2,117.00	
J08864.000		01.23A.230000.TC	HVAC	Patrick J Kennedy & Sons Inc	Final	\$1,881.00	ATP-0381
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$53.00	ATP-0381
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$11.00	ATP-0381
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$ .00	ATP-0381
J08864.000		99.999.999000.Z	Fee		Final	\$97.00	ATP-0381
TOTAL FOR PCI No. OS-00357						<del>\$2,042.00</del>	

Submitted Amt:

**\$9,689.00**

OK

Signature of the Owner indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time

The Original Contract price was	\$94,298,030.00
Net change by previously authorized Change Orders	\$7,215,103.20
Contract Price prior to this Change Order	\$101,513,133.20
Contract Price will be changed by this Change Order in the Amount	\$9,689.00
The new Contract Price including this Change Order will be	\$101,522,822.20
The Contract Time will be changed by	0
The date of Substantial Completion for construction as of the date of this Change Order therefore is	08/14/2024

Gilbane Building Company

**Gilbane Building Company**

**Signed: 4/4/2024 9:53:07 AM Eastern Standard Time - By: Nathan Burnham (Sr Project Executive )**

**Gilbane Building Company: 10.41.25.140**

Jonathan Levi Architects LLC

DocuSigned by:

**By:** Carol Harris

**Title:** Project Manager

**Company:** Jonathan Levi Architects

**Date:** 4/4/2024

**Printed Name:** Carol Harris

LeftField, LLC

DocuSigned by:

**By:** Lynn Stapleton

**Title:** OPM

**Company:** LeftField

**Date:** 4/4/2024

**Printed Name:** Lynn Stapleton

Town of Brookline

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_



**Gilbane Building Company  
Authorization To Proceed**



**CONTRACT FOR:** Brookline - Driscoll School  
**OWNER:** Town of Brookline  
**ADDRESS:** 333 Washington Street  
 Brookline, MA, 02445

**PROJECT NUMBER:** J08864.000  
**ATP NO:** ATP-0335  
**ATP VERSION:** 0  
**DATE OF ISSUANCE:** 08/01/2023  
**SUBMITTED BY:** Gilbane Building Company

**ARCHITECT:** Jonathan Levi Architects LLC, Mark Warner

**ALTERNATE TRACKING #:**

The Contract Documents are hereby amended to include the additional Work described below, which is outside of the current scope of the Work and constitutes a change.

**Upon Owner approval,** Gilbane Building Company *will proceed with the Work promptly.*

Costs as incurred are in addition to the current contract Sum and will be invoiced and paid on a monthly basis and identified as separate items within the requisition. Once final cost of the Work involved and change in Sum and Time (if any) are fully determined, it will be submitted for inclusion in a final Change Order adjusting the Contract Sum and/or Time.

**TITLE:** RFI #722- Drainage Structure Conflict with Footing & Walls

**DESCRIPTION:** This ATP represents the cost associated with cutting the footing rebar, cutting the wall rebar, and forming the walls around the drainage structures that are in conflict with the north ramp, per RFI 722.

**Attachments:**

Number	Description	PCI Number	Change Date	Revision
00000001	ATP-335R Backup.pdf		01/16/2024	

The Following information is provided by Gilbane Building Company  
**Method of determining change in Contract:**

- Guaranteed Maximum Price     
  Cost Plus Fee     
  Unit Price     
  Lump Sum  
 Other

**Change In Contract Sum**  
 Dollar Amount: \$5,530.00

- Fixed     
  Maximum     
  Estimated     
  Time and Material

**Change In Contract Time**  
 Time (Days): TBD

- Fixed     
  Maximum     
  Estimated

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00301	Cast-In-Place Concrete	01.02A.030000.F	Marguerite Concrete Contractors, Inc	\$5,031.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Owner Change Order (OCO)**



Project Name: Brookline - Driscoll School  
 Gilbane Project No.: J08864.000

OCO: OCO-0037

PCI: OS-00301, OS-00335, OS-00357

Alternate Tracking #:

Attention:  
 Owner: Town of Brookline  
 Address: 333 Washington Street  
 Brookline, MA 02445 US  
 Architect: Jonathan Levi Architects LLC, Mark Warner

Date Issued: 04/04/2024

The Contract changes as follows:

Scope Of Changes: OCO 37 Misc. Changes

Description: April Change Order for ATPs 335, 381, & 402

**Attachments:**

Number	Title	PCI	Change Date	Revision
00000001	OCO 37 Backup.pdf		04/03/2024	

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	ATP
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Final	\$5,031.00	ATP-0335
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$145.00	ATP-0335
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$31.00	ATP-0335
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$60.00	ATP-0335
J08864.000		99.999.999000.Z	Fee		Final	\$263.00	ATP-0335
TOTAL FOR PCI No. OS-00301						\$5,530.00	

Signature of the Owner indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time

The Original Contract price was	\$94,298,030.00
Net change by previously authorized Change Orders	\$7,215,103.20
Contract Price prior to this Change Order	\$101,513,133.20
Contract Price will be changed by this Change Order in the Amount	\$9,689.00
The new Contract Price including this Change Order will be	\$101,522,822.20
The Contract Time will be changed by	0
The date of Substantial Completion for construction as of the date of this Change Order therefore is	08/14/2024

Gilbane Building Company

**Gilbane Building Company**

**Signed: 4/4/2024 9:53:07 AM Eastern Standard Time - By: Nathan Burnham (Sr Project Executive )**

**Gilbane Building Company: 10.41.25.140**

Jonathan Levi Architects LLC

DocuSigned by:

*Carol Harris*

**By:** \_\_\_\_\_  
AF1E427E18C40B...

**Title:** Project Manager

**Company:** Jonathan Levi Architects

**Date:** 4/4/2024

**Printed Name:** Carol Harris

LeftField, LLC

DocuSigned by:

*Lynn Stapleton*

**By:** \_\_\_\_\_  
268E427EFA58451

**Title:** OPM

**Company:** LeftField

**Date:** 4/4/2024

**Printed Name:** Lynn Stapleton

Town of Brookline

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

**Gilbane Building Company  
Authorization To Proceed**



**CONTRACT FOR:** Brookline - Driscoll School  
**OWNER:** Town of Brookline  
**ADDRESS:** 333 Washington Street  
 Brookline, MA, 02445

**PROJECT NUMBER:** J08864.000  
**ATP NO:** ATP-0335  
**ATP VERSION:** 0  
**DATE OF ISSUANCE:** 08/01/2023  
**SUBMITTED BY:** Gilbane Building Company

**ARCHITECT:** Jonathan Levi Architects LLC, Mark Warner

**ALTERNATE TRACKING #:**

The Contract Documents are hereby amended to include the additional Work described below, which is outside of the current scope of the Work and constitutes a change.

**Upon Owner approval,** Gilbane Building Company *will proceed with the Work promptly.*

Costs as incurred are in addition to the current contract Sum and will be invoiced and paid on a monthly basis and identified as separate items within the requisition. Once final cost of the Work involved and change in Sum and Time (if any) are fully determined, it will be submitted for inclusion in a final Change Order adjusting the Contract Sum and/or Time.

**TITLE:** RFI #722- Drainage Structure Conflict with Footing & Walls

**DESCRIPTION:** This ATP represents the cost associated with cutting the footing rebar, cutting the wall rebar, and forming the walls around the drainage structures that are in conflict with the north ramp, per RFI 722.

**Attachments:**

Number	Description:	PCI Number	Change Date	Revision
00000001	ATP-335R Backup.pdf		01/16/2024	

The Following information is provided by Gilbane Building Company  
**Method of determining change in Contract:**

- Guaranteed Maximum Price     
  Cost Plus Fee     
  Unit Price     
  Lump Sum  
 Other

**Change In Contract Sum**  
 Dollar Amount: \$5,530.00

- Fixed     
  Maximum     
  Estimated     
  Time and Material

**Change In Contract Time**  
 Time (Days): TBD

- Fixed     
  Maximum     
  Estimated

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00301	Cast-In-Place Concrete	01.02A.030000.F	Marguerite Concrete Contractors, Inc	\$5,031.00	<input checked="" type="radio"/> Yes <input type="radio"/> No

Gilbane Building Company

**Gilbane Building Company**

**Signed: 1/16/2024 12:10:48 PM Eastern Standard Time - By: Douglas Murphy (Project Executive)**

**Gilbane Building Company: 10.126.8.55**

Jonathan Levi Architects LLC

DocuSigned by:

*Carol Harris*

**By:** AF1EA2FE16C445D...

**Title:** Project Manager

**Company:** Jonathan Levi Architects

**Date:** 1/29/2024

**Printed Name:** Carol Harris

LEFTFIELD, LLC

DocuSigned by:

*Lynn Stapleton*

**By:** 368F4376FA68451...

**Title:** OPM

**Company:** LeftField

**Date:** 1/29/2024

**Printed Name:** Lynn Stapleton

Town of Brookline

DocuSigned by:

*Lap Yan*

**By:** F25D800347DD4B5...

**Title:** Director of Capital Construction

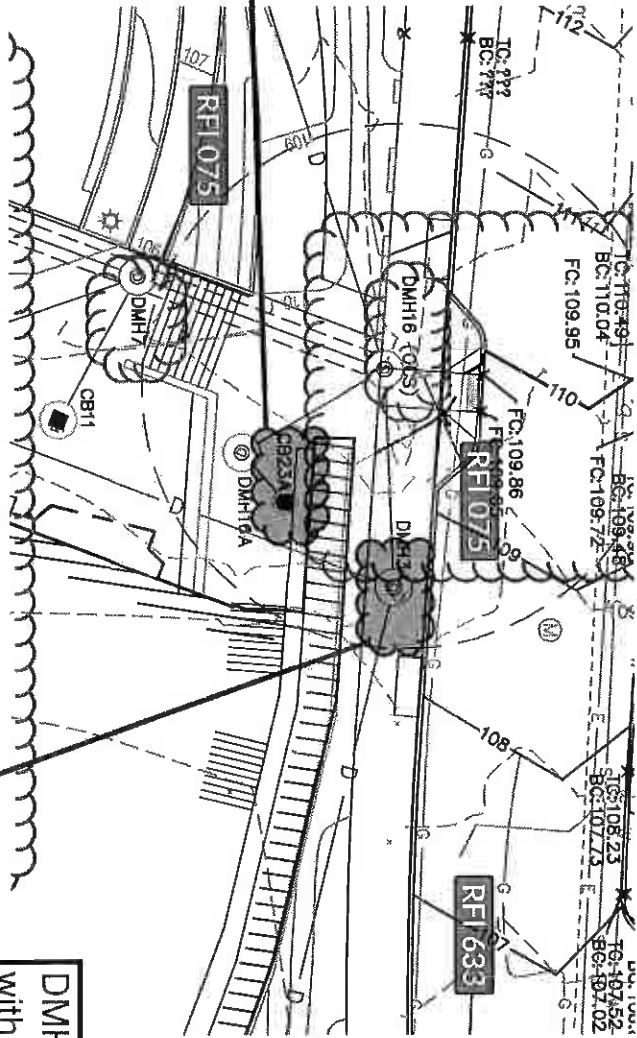
**Company:** Town Of Brookline BLDG Dept

**Date:** 3/7/2024

**Printed Name:** Lap Yan



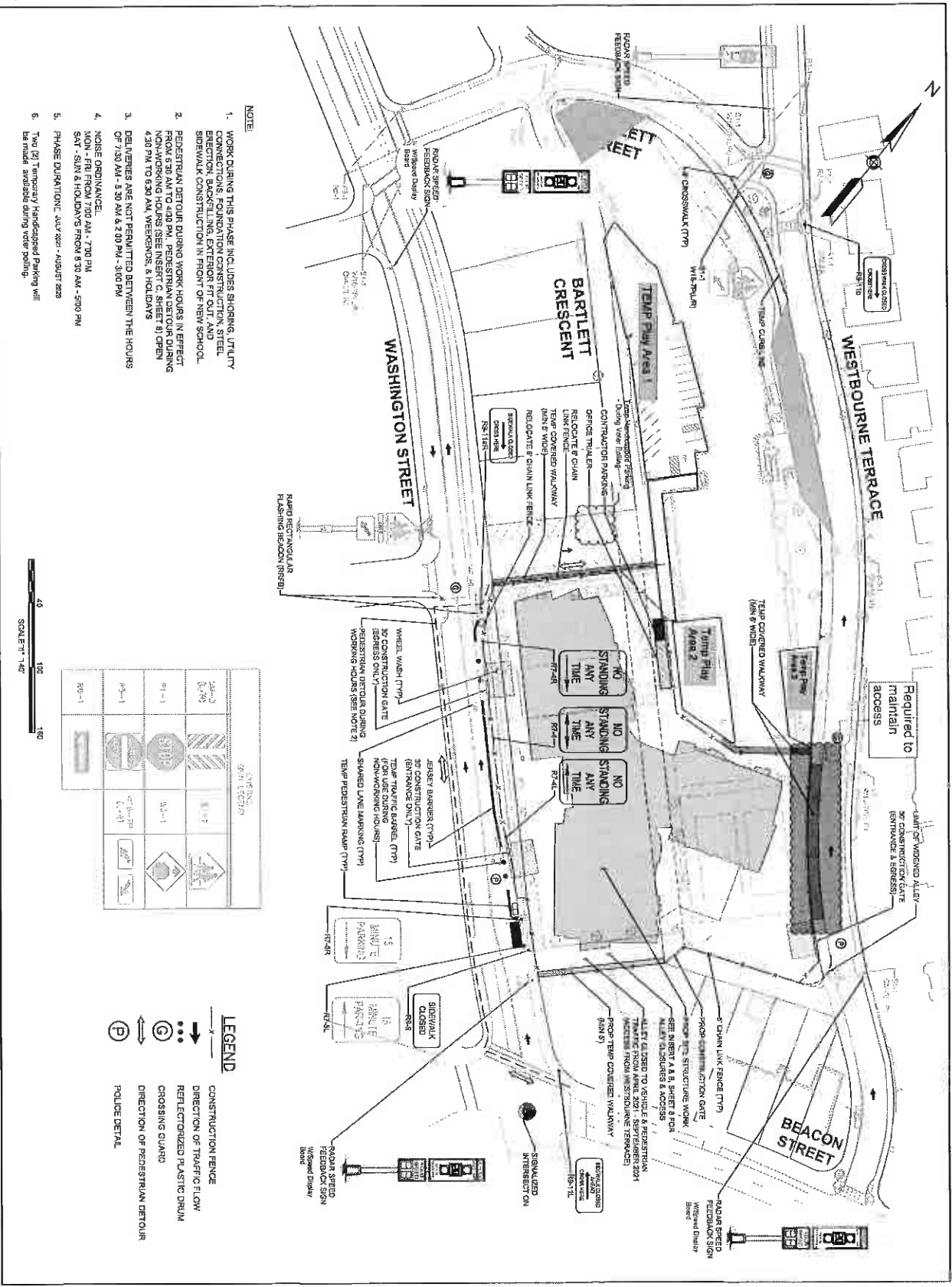
CB23A was installed per the location shown in Contract Drawing C-3.2.



DMH-3 was required to shift within the site fence during deep drain install. JLA comments regarding the SOE are acknowledged but the location of the SOE was dictated by the Project requirement for the Westbourne Terrace sidewalk to remain open during Construction.

T:\8752 Graphics\DWG\DWG\Design\COMP\8752COMP - PHASE 2 - STRUCTURE.dwg 12/7/2020 12:06 PM EIP

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- NOTE:**
1. WORK DURING THIS PHASE INCLUDES SHORING, UTILITY CONNECTIONS, FOUNDATION CONSTRUCTION, STEEL ERECTION, BACKFILLING, EXTERIOR FIT OUT, AND SIDEWALK CONSTRUCTION IN FRONT OF NEW SCHOOL.
  2. PEDESTRIAN DETOUR DURING WORK HOURS IN EFFECT FROM 6:30 AM TO 4:30 PM. PEDESTRIAN DETOUR DURING NON-WORKING HOURS (SEE INSERT C, SHEET B) OPEN 4:30 PM TO 6:30 AM, WEEKENDS, & HOLIDAYS
  3. DELIVERIES ARE NOT PERMITTED BETWEEN THE HOURS OF 7:30 AM - 5:30 AM & 2:00 PM - 3:00 PM
  4. NOISE ORDINANCE:  
NON - FRI FROM 7:00 AM - 7:00 PM  
SAT - SUN & HOLIDAYS FROM 9:30 AM - 5:00 PM
  5. PHASE DURATION: 14w 2m - 14w 2m
  6. Two (2) Temporary Handicapped Parking Will be made available during voter polling.



SIGNING AND LEGEND	
01-1	CONSTRUCTION FENCE
02-1	DIRECTION OF TRAFFIC FLOW
03-1	REFLECTORIZED PLASTIC DRUM
04-1	CROSSING GUARD
05-1	DIRECTION OF PEDESTRIAN DETOUR
06-1	POLICE DETAIL

- LEGEND**
- CONSTRUCTION FENCE
  - DIRECTION OF TRAFFIC FLOW
  - REFLECTORIZED PLASTIC DRUM
  - CROSSING GUARD
  - DIRECTION OF PEDESTRIAN DETOUR
  - POLICE DETAIL

Phase 2 - Building Construction

NO.	REVISIONS	DESCRIPTION	DATE

DESIGNED BY: MPP  
 DRAWN BY: MPP  
 CHECKED BY: SAH  
 DATE: DECEMBER 2020  
 SCALE: AS NOTED  
 DRAWING TITLE: PHASE 2 - BUILDING CONSTRUCTION

**W** **Vannasca & Associates, Inc.**  
 Transportation Engineers & Planners  
 35 N.E. BATES CENTER DRIVE  
 TOLLAND, CT 06468  
 TEL: 860.747.4800  
 WWW.VANNASCA.COM

PROJECT TITLE: Michael Driscoll School Construction Management Plan  
 BROOKLINE, MASSACHUSETTS  
 PREPARED FOR: Gilbane Building Company  
 Boston, Massachusetts

ATP-335 previous  
Emails for reference

**Murphy, Douglas J.**

**From:** Mark Warner <mwarnar@leviarc.com>  
**Sent:** Wednesday, September 6, 2023 12:53 PM  
**To:** Hannula, Robert  
**Cc:** Carol Harris; Lynn Stapleton; adeschenes@leftfieldpm.com; akeane@leftfieldpm.com; Heiberger, William; Hennigan, Thomas; Murphy, Douglas J.  
**Subject:** Re: ATP-335 RFI #722- Drainage Structure Conflict with Footings and Walls

[ EXTERNAL ]

Robert -  
I don't agree that this is a design error. The DMH 3 was moved for support of excavation and the SOE submittal did not indicate the ramp location conflict. I agree that the CB23A was shown adjacent to the planting strip of the ramp graphically, however, the structure location could have been adjusted by a few feet. It's not clear that the filed verification of the located structures was taken into account for the ramp shop drawings as neither submittal for the ramp indicated any conflict.

Thanks,  
Mark

On Wed, Sep 6, 2023 at 10:34 AM Hannula, Robert <RHannula@gilbaneco.com> wrote:

Carol,

CB23A, the southern structure impacted by the ramp, has not changed location and the SOE did not impact the location.

DMH 3, the northern structure, shifted south before the SOE was designed. It was moved due to the impact it would have had on the existing retaining wall, and the installation would have undermined the existing sidewalk and a portion of Westbourne Terrace that needed to remain active. This would have had a larger impact.

Please see ATP-335 for resubmittal.

Thanks,

Robert Hannula | Project Engineer II | Gilbane Building Company

M: (339) 222-8337

**From:** Carol Harris <charris@leviarc.com>  
**Sent:** Wednesday, August 16, 2023 1:43 PM  
**To:** Hannula, Robert <RHannula@GilbaneCo.com>



Date: 7/31/2023  
Revised:

Project Name: Michael Driscoll School  
Project No: J08864

**Change Summary**

**Change Number:** OS-301  
**Description:** RFI #722- Drainage Structure Conflict with Footing and Wall at Ramp

Bid Package / Scope of Work	Subcontractor	Cost
02A Abatement / Demolition	American Environmental	\$0.00
03A Concrete	Marguerite Concrete, Inc.	\$5,031.00
05A Structural Steel	SuperMetal Structures Inc.	\$0.00
06A Millwork	Polybois	\$0.00
07C Metal Panels	Salem Glass Company	\$0.00
07D Spray Fireproofing	Ricmor Construction, Inc.	\$0.00
08A Storefront	Salem Glass Company	\$0.00
08C Doors, Frames, and Hardware	Kanco Supply Corp. of Boston	\$0.00
09A Drywall & General Trades	Central Ceilings, Inc.	\$0.00
09F Wood Athletic Flooring	JJ Curran	\$0.00
09G Resinous Floors	Stonhard	\$0.00
09H Carpeting	Capital Carpet & Flooring Specialists	\$0.00
10A Specialties	Managanaro	\$0.00
10B Signage	Metro Signs	\$0.00
10C Overhead Doors	Baron	\$0.00
11A Theater Lighting	Barbazan	\$0.00
11B Gym Equipment and Bleachers	The Pappas Co.	\$0.00
11C Food Service Equipment	Kitteridge Equipment Company, Inc.	\$0.00
12B Window Treatments	Walker Specialties	\$0.00
31A Site Enabling	J. Derenzo Co.	\$0.00
32A Landscaping	Brightview	\$0.00
Subguard Insurance (CDI)	1.20%	\$60.00
<b>Subcontractor Total</b>		<b>\$5,091.00</b>

Bid Package / Scope of Work	Trade Contractor	Cost
04A Masonry	Fernandes Masonry, Inc.	\$0.00
05B Miscellaneous & Ornamental Iron	United Steel, Inc.	\$0.00
07A Waterproofing and Caulking	Armani Restoration, Inc.	\$0.00
07B Roofing and Flashing	J.D. Rivet & Co. Inc.	\$0.00
08B Glass and Glazing	Kapiloff's Glass, Inc.	\$0.00
09B Resilient Flooring	CJM Services, Inc.	\$0.00
09C Tile	Pavillion Floors, Inc.	\$0.00
09D Painting	Color Concepts Inc.	\$0.00
09E Acoustical Ceiling Tile	The Cheviot Corporation	\$0.00
14A Elevator	Delta Elevator Service Corp.	\$0.00
21A Fire Protection	Johnson Controls Fire Protection LP	\$0.00
22A Plumbing Enabling.	Patrick J. Kennedy & Sons, Inc.	\$0.00
23A HVAC	Patrick J. Kennedy & Sons, Inc.	\$0.00
26A Electrical	Wayne J Griffin Electric, Inc.	\$0.00
Bond (included in above cost)		
<b>Trade Contractor Total</b>		<b>\$0.00</b>

Subcontractor/Trade Contractor Total	-	\$5,091.00
General Conditions		\$0.00
CM Bond	0.600%	\$31.00
Total CCIP	2.750%	\$145.00
Fee	5.00%	\$263.00
<b>TOTAL</b>		<b>\$5,530.00</b>



PCO #077

**Gilbane Building Company**  
10 Channel Center St Suite 100  
Boston, Massachusetts 02210

**Marguerite Concrete Inc.**  
11 Rosenfeld Drive  
Hopedale, Massachusetts 01747

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE



Project: 21-06-115 - Driscoll School  
64 Westbourne Terrace  
Brookline, Massachusetts 02446

### T&M Ticket #10

Performed on	May 29, 2023	Reference #	Gilbane RFI #722
Location	Westbourne terrace ramp	Ordered by	Lucas Seiferth
Status	Ready For Review		
Description	Cut footing rebar around drainage structures		

#### Labor (2)

Employee	Classification	Time Type	Hours
Oleksiy Zhyboyedov (Marguerite Concrete Inc.)	Superintendent	Regular Time	2.0
Joseph Durling	Ironworker Foreman	Regular Time	8.0
<b>Total:</b>			<b>10.0</b>

#### Materials (1)

Material	Description	Unit	Quantity
Band saw blades		ea	2.0
<b>Total:</b>			<b>2.0</b>

#### Attachments



1686144234151\_433838\_templimage.jpeg

GILBANE BUILDING COMPANY  
SIGNATURE ACKNOWLEDGES TIME AND  
MATERIALS EXPENDED FOR THE WORK  
BUT DOES NOT CHANGE THE CONTRACTUAL  
OBLIGATIONS OF EITHER PARTY.

PCI #: OS-301      DATE: 6/21/23

GILBANE: [Signature]

#### Approvals

02

Jun 7, 2023

COMPANY SIGNATURE  
Oleksiy Zhyboyedov  
Marguerite Concrete Inc.

DATE

CUSTOMER SIGNATURE

DATE

#### Notes



RFI #722

Gilbane Building Company  
10 Channel Center Street  
Suite 100  
Boston, Massachusetts 02210  
Phone: (617) 478-2981

Project: J08864.000 - Michael Driscoll School - Brookline  
725 Washington Street  
Brookline, Massachusetts 02446

## Drainage Structure Conflict with Footing and Wall at Ramp

<b>TO:</b>	Sue Hulbert (LeMessurier Consultants, Inc.) Mark Warner (Jonathan Levi Architects LLC) James Machek (Jonathan Levi Architects LLC) Carol Harris (Jonathan Levi Architects LLC)	<b>FROM:</b>	Lucas Seiferth (Gilbane Building Company)
<b>DATE INITIATED:</b>	05/13/2023	<b>STATUS:</b>	Closed on 07/19/23
<b>LOCATION:</b>		<b>DUE DATE:</b>	05/18/2023
<b>PROJECT STAGE:</b>		<b>COST CODE:</b>	
<b>SUB JOB:</b>		<b>SCHEDULE IMPACT:</b>	
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>	R8.01	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>	<a href="#">A590</a>		
<b>RECEIVED FROM:</b>	Oleksiy Zhyboyedov (Marguerite Concrete Contractors, Inc)		
<b>COPIES TO:</b>			

### Question from Lucas Seiferth (Gilbane Building Company) at 12:53 PM on 05/13/2023

See attached marked up drawings and photo regarding the drainage structure conflict with the wall and footing as shown marked up on R8.01 and A590.

As discussed, below grade, it is structurally acceptable to:

- Cut the footing reinforcing to fit around the DMH. Do not dowel into the DMH.
- Place the wall footing around the DMH.
- Cut the wall reinforcing to fit around the DMH. Do not dowel into the DMH.
- Plane the wall.

Please confirm.

**Attachments:**  
[Drainage Structure Conflict with Footing and Wall at Ramp.pdf](#)

**Official Response:** Carol Harris (Jonathan Levi Architects LLC) responded on Wednesday, May 17th, 2023 at 4:55PM EDT  
Refer to LeMessurier response attached.

**Attachments:**  
[RFI-722 Drainage Structure Conflict with Footing and Wall at Ramp\\_RESPONSE.pdf](#)

### All Replies:

#### Response from Carol Harris (Jonathan Levi Architects LLC) at 04:55 PM on 05/17/2023

Refer to LeMessurier response attached.

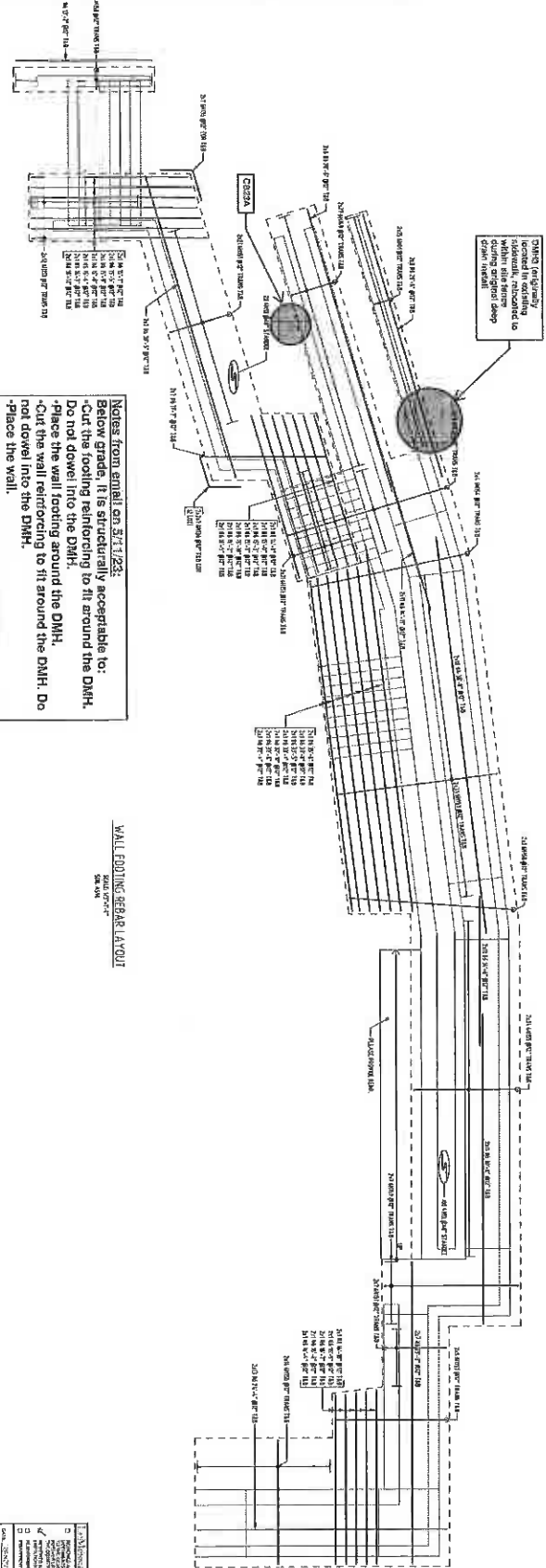
**Attachments:**  
[RFI-722 Drainage Structure Conflict with Footing and Wall at Ramp\\_RESPONSE.pdf](#)

If the information provided in the response to this RFI constitutes a change in contract price or time, the trade contractor shall not proceed with this work unless authorized to do so by the Construction Manager in writing. The trade contractor shall provide the Construction Manager written notice within five (5) working days from receipt of this Request for Information that this RFI constitutes a change, all in accordance with Article 8 of the Contract Agreement. Should no change be required, a no cost change will be issued to you incorporating this RFI into your contract.

BY \_\_\_\_\_

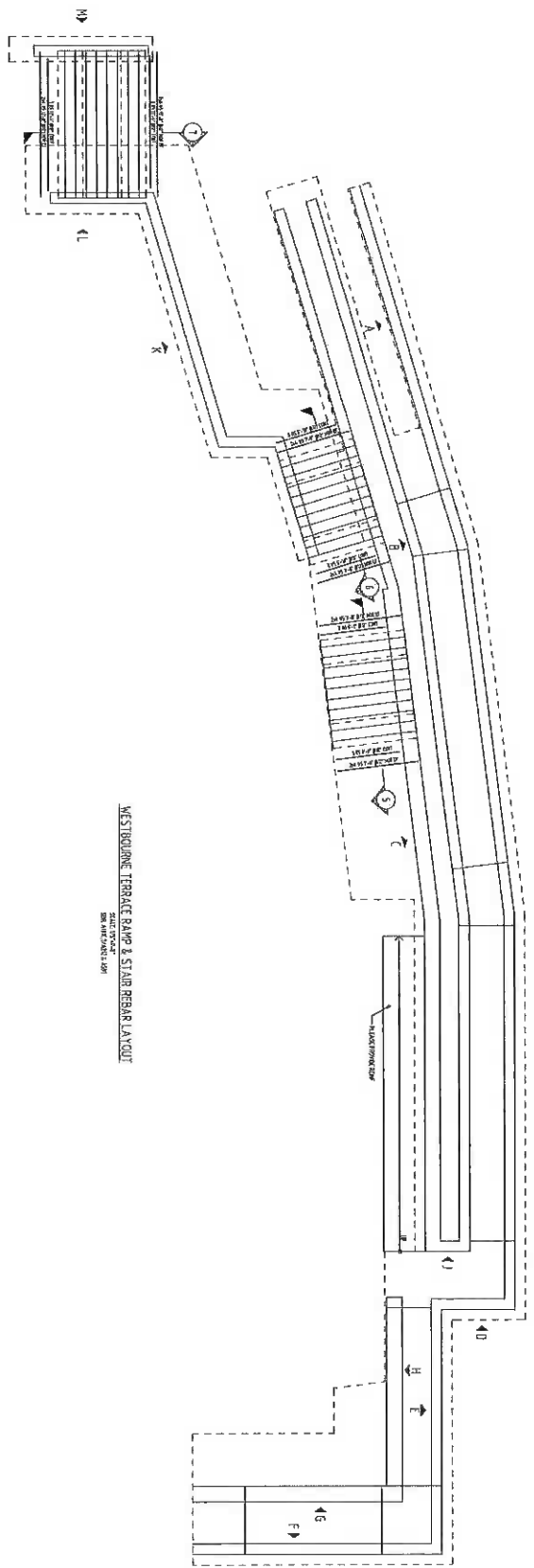
DATE \_\_\_\_\_

COPIES TO \_\_\_\_\_



Notes from email on 3/11/23:  
 Below grade, it is structurally acceptable to:  
 - Cut the footing reinforcing to fit around the DMH.  
 - Do not dowel into the DMH.  
 - Place the wall footing around the DMH.  
 - Cut the wall reinforcing to fit around the DMH. Do not dowel into the DMH.  
 - Place the wall.

WALL FOOTING REBAR LAYOUT



WESTQUINNE TERRACE RAMP & STAIR REBAR LAYOUT

NO.	DESCRIPTION
1	REINFORCING BARS
2	ASTM A618 GRADE 60 (UNCOATED)
3	UNLESS NOTED OTHERWISE

DATE	11-16-21
SHEET NO.	RB-01

**Rebar Mesh**

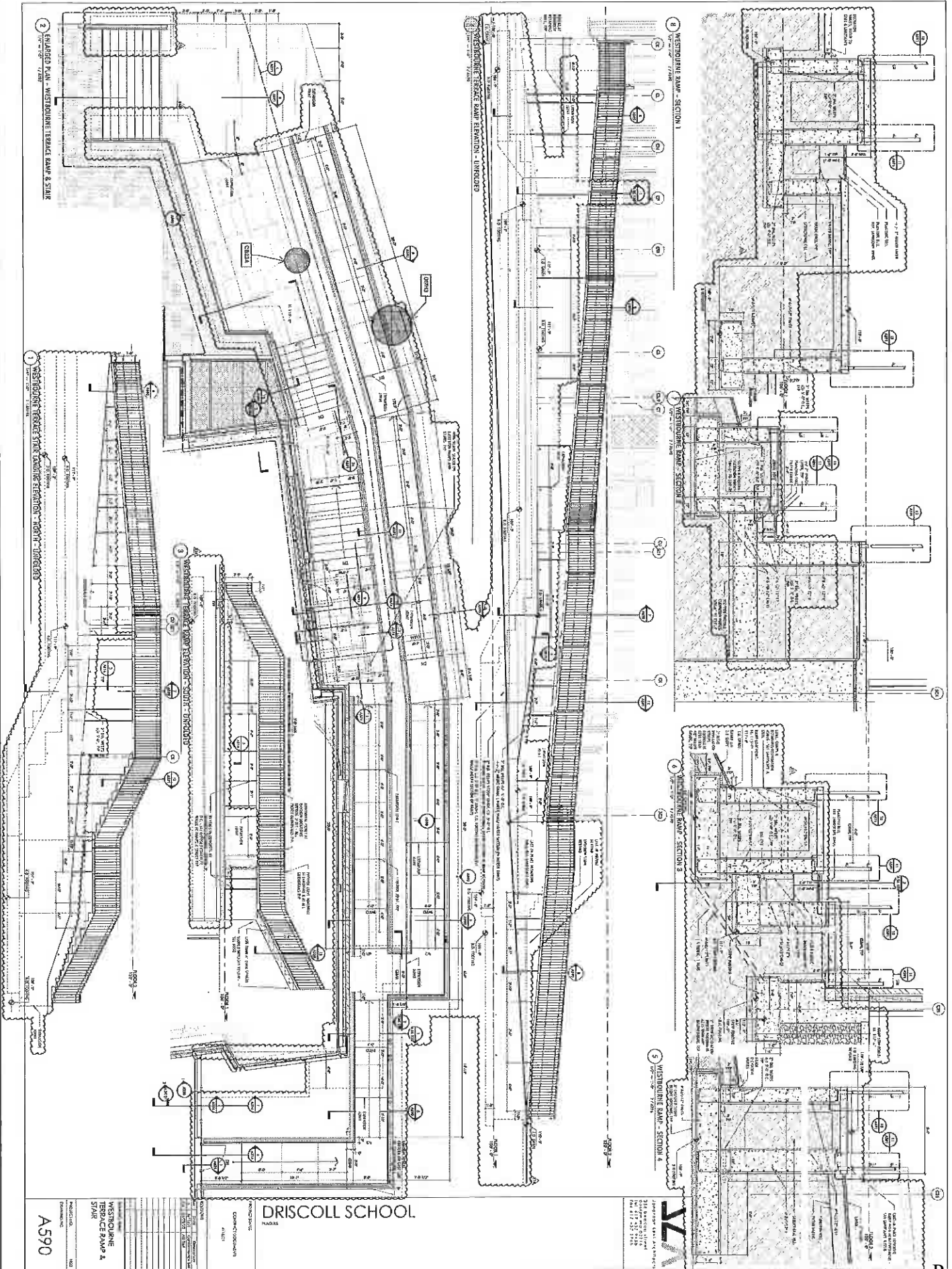
STRUCTURE: MICHAEL DRISCOLL MIDDLE SCHOOL  
 LOCATION: BROOKLINE, MA  
 ARCHITECT: [blank]  
 ENGINEER: [blank]

CONTRACTOR: MARGUERITE CONCRETE

REV	DATE	DESCRIPTION
1	11-16-21	ISSUE FOR PERMIT
2	11-16-21	ISSUE FOR CONSTRUCTION
3	11-16-21	ISSUE FOR CONSTRUCTION
4	11-16-21	ISSUE FOR CONSTRUCTION
5	11-16-21	ISSUE FOR CONSTRUCTION
6	11-16-21	ISSUE FOR CONSTRUCTION
7	11-16-21	ISSUE FOR CONSTRUCTION
8	11-16-21	ISSUE FOR CONSTRUCTION
9	11-16-21	ISSUE FOR CONSTRUCTION
10	11-16-21	ISSUE FOR CONSTRUCTION

Professional Seal and Signature area for the engineer.





A590

WESTBOURNE RAMP & STAIR

DRISCOLL SCHOOL

315 BARKER STREET  
NEWTON, MA 02459  
TEL: 617.552.5200  
WWW.MVJ-ARCHITECTS.COM

Job	PCI No.	Description	Phase Code	SubContractor	Amount
J08864.000	OS-00357	HVAC	01.23A.230000.TC	Patrick J Kennedy & Sons Inc	\$1,881.00
J08864.000	OS-00357	Gen & Excess Liability Insurance	99.970.950050.Z		\$53.00
J08864.000	OS-00357	Performance & Payment Bond	99.970.997000.Z		\$11.00
J08864.000	OS-00357	Subcontractor Default Insurance	99.975.996000.Z		\$0.00
J08864.000	OS-00357	Fee	99.999.999000.Z		\$97.00
TOTAL FOR PCI No. OS-00357					\$2,042.00

**Submitted Amt:** \$2,042.00



Date: 3/7/2024  
Revised:

Project Name: Michael Driscoll School  
Project No: J08864

Change Summary

<b>Change Number:</b>	OS-357
<b>Description:</b>	CCD-16 Generator Start Stop Output Signal from BMS

Bid Package / Scope of Work	Subcontractor	Cost
02A Abatement / Demolition	American Environmental	\$0.00
03A Concrete	Marguerite Concrete, Inc.	\$0.00
05A Structural Steel	SuperMetal Structures Inc.	\$0.00
06A Millwork	Polybois	\$0.00
07C Metal Panels	Salem Glass Company	\$0.00
07D Spray Fireproofing	Ricmor Construction, Inc.	\$0.00
08A Storefront	Salem Glass Company	\$0.00
08C Doors, Frames, and Hardware	Kamco Supply Corp. of Boston	\$0.00
09A Drywall & General Trades	Central Ceilings, Inc.	\$0.00
09F Wood Athletic Flooring	JJ Curran	\$0.00
09G Resinous Floors	Stonhard	\$0.00
09H Carpeting	Capital Carpet & Flooring Specialists	\$0.00
10A Specialties	Managanaro	\$0.00
10B Signage	Metro Sigus	\$0.00
10C Overhead Doors	Baron	\$0.00
11A Theater Lighting	Barbazon	\$0.00
11B Gym Equipment and Bleachers	The Pappas Co.	\$0.00
11C Food Service Equipment	Kitteridge Equipment Company, Inc.	\$0.00
12B Window Treatments	Walker Specialties	\$0.00
31A Site Enabling	J. Derenzo Co.	\$0.00
32A Landscaping	Brightview	\$0.00
Subguard Insurance (CDI)	1.20%	\$0.00
<b>Subcontractor Total</b>		<b>\$0.00</b>

Bid Package / Scope of Work	Trade Contractor	Cost
04A Masonry	Fernandes Masonry, Inc.	\$0.00
05B Miscellaneous & Ornamental Iron	United Steel, Inc.	\$0.00
07A Waterproofing and Caulking	Armani Restoration, Inc.	\$0.00
07B Roofing and Flashing	J.D. Rivet & Co. Inc.	\$0.00
08B Glass and Glazing	Kapiloff's Glass, Inc.	\$0.00
09B Resilient Flooring	CJM Services, Inc.	\$0.00
09C Tile	Pavillion Floors, Inc.	\$0.00
09D Painting	Color Concepts Inc.	\$0.00
09E Acoustical Ceiling Tile	The Cheviot Corporation	\$0.00
14A Elevator	Delta Elevator Service Corp.	\$0.00
21A Fire Protection	Johnson Controls Fire Protection LP	\$0.00
22A Plumbing Enabling.	Patrick J. Kennedy & Sons, Inc.	\$0.00
23A HVAC	Patrick J. Kennedy & Sons, Inc.	\$1,881.00
26A Electrical	Wayne J Griffin Electric, Inc.	\$0.00
<i>Bond (included in above cost)</i>		
<b>Trade Contractor Total</b>		<b>\$1,881.00</b>

Subcontractor/Trade Contractor Total	-	\$1,881.00
General Conditions		\$0.00
CM Bond	0.600%	\$11.00
Total CCIP	2.750%	\$53.00
Fee	5.00%	\$97.00
<b>TOTAL</b>		<b>\$2,042.00</b>

3 days

Note that any days extension requested will require substantiating documentation to support the request for time including demonstration of the direct impact to the critical path. If left blank, no additional time extensions will be accepted.

**Upload Your Supporting Documentation Here**



Patrick J. Kennedy & Sons, Inc.  
MECHANICAL CONTRACTORS

39 Gibson Street  
Boston, MA 02122-1222  
Ph : (617)265-5535

PROPOSED CHANGE ORDER

Number: PCO-0044

Date: 10/13/23

Phone:

Job: 2021-05 Driscoll School - HVAC

To: Douglas Murphy  
Gilbane Building Co  
10 Channel Center St  
Suite 100  
Driscoll School - HVAC  
Boston, MA 02210

Description: CCD-16 Generator Start Stop Output Signal From BMS

Source: CCD # 16

Added Start/Stop for the Emergency Generator

- Provide a point to remotely start and stop the generator from the BMS
- Provide programming and point to point checkout
- Provide Engineering and graphics for added FSDs

This proposal DOES NOT include:

- Premium Time
- Patching and painting. JCI and JME is not responsible for any damage to finished walls

Notes:

-This proposal is valid until 10/31/23

Description	Quantity	Unit	Unit Price	Price
Sub-Contractors (JCI)	1.00	ls	\$1,854.50	\$1,854.50
			Subtotal:	\$1,854.50
	Bond Cost	\$1,854.50	1.44%	\$26.70
			<b>Total:</b>	<b>\$1,881.20</b>

Please note that Patrick J. Kennedy & Sons, Inc. will require an extra 3 days.

If you have any questions, please contact me at 617-446-8000.

Submitted by: Raymond Hanley  
Patrick J. Kennedy & Sons, Inc

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

JCI Controls, Inc.

Project:  
Reference Number:

Page: 2

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

**PO:** \_\_\_\_\_

\_\_\_\_\_

JCI Controls, Inc.

Project:  
Reference Number:

Page: 4

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

# CONSTRUCTION CHANGE DIRECTIVE

To: Douglas Murphy

Project Name: Driscoll School

Project No.: 1823

Date of Issuance: September 14, 2023

CCD No.: 016

Re: Generator Start Stop Output Signal From BMS

You are hereby directed to make change(s) in the Contract as described herein.

### Proposed Adjustments

1. The proposed basis of adjustments to the Contract Sum is:

- Lump sum (increase) (decrease) of \$\_\_\_\_\_
- Unit Price of \$\_\_\_\_\_ per\_\_\_\_\_
- Time & materials not to exceed \$\_\_\_\_\_
- Final cost to be determined.

2. The Contract Time is proposed to remain unchanged.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Contractor shall proceed with the changes as described herein. Signature by the Contractor indicates agreement with the proposed adjustments in the Contract Sum and Contract Time set forth in this CCD.

### DESCRIPTION

As requested by the owner provide output from a BMS controller wired to a 24 volt relay at the emergency generator to enable run time for a weekly scheduled exercise. Installation as per requirements and direction from the manufacturer Kraft Power.

### ATTACHMENTS

N/A



# CONSTRUCTION CHANGE DIRECTIVE

To: Douglas Murphy

Project Name: Driscoll School

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Date of Issuance: September 14, 2023

CCD No.: 016

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### DESCRIPTION

As requested by the owner provide output from a BMS controller wired to a 24 volt relay at the emergency generator to enable run time for a weekly scheduled exercise. Installation as per requirements and direction from the manufacturer Kraft Power.

### ATTACHMENTS

N/A

**Gilbane Building Company  
Authorization To Proceed****CONTRACT FOR:** Brookline - Driscoll School  
**OWNER:** Town of Brookline  
**ADDRESS:** 333 Washington Street  
Brookline, MA, 02445**PROJECT NUMBER:** J08864.000  
**ATP NO:** ATP-0402  
**ATP VERSION:** 0  
**DATE OF ISSUANCE:**  
**SUBMITTED BY:** Gilbane Building Company**ARCHITECT:** Jonathan Levi Architects LLC, Mark Warner**ALTERNATE  
TRACKING #:**

The Contract Documents are hereby amended to include the additional Work described below, which is outside of the current scope of the Work and constitutes a change.

**Upon Owner approval,** Gilbane Building Company **will proceed with the Work promptly.**

Costs as incurred are in addition to the current contract Sum and will be invoiced and paid on a monthly basis and identified as separate items within the requisition. Once final cost of the Work involved and change in Sum and Time (if any) are fully determined, it will be submitted for inclusion in a final Change Order adjusting the Contract Sum and/or Time.

**TITLE:** Delegated Design Cost for CCD-6R Stair 1 Interruption Wall

**DESCRIPTION:** This ATP represents the additional cost associated with the Stair 1 Interruption Wall being a delegated design, as noted in the returned approved 05 50 00-35 Submittal but not noted in CCD-6R. The material and labor to install the interruption wall were already submitted and approved in ATP-304.

**Attachments:**

Number	Description:	PCI Number	Change Date	Revision
00000001	ATP-402 Backup.pdf		12/19/2023	

The Following information is provided by Gilbane Building Company

**Method of determining change in Contract:** Guaranteed Maximum Price  
 Other Cost Plus Fee Unit Price Lump Sum**Change In Contract Sum**

Dollar Amount: \$2,117.00

 Fixed Maximum Estimated Time and Material**Change In Contract Time**

Time (Days): TBD

 Fixed Maximum Estimated

Job	PCI No.	Description	Phase Code	SubContractor	Amount	Accept?
J08864.000	OS-00335	Misc. and Ornamental Metals	01.05B.050000.X	United Steel, Inc.	\$1,949.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Gilbane Building Company

**Gilbane Building Company**

**Signed: 12/19/2023 11:23:52 AM Eastern Standard Time - By: Douglas Murphy (Project Executive)**

**Gilbane Building Company: 10.126.8.55**

Jonathan Levi Architects LLC

**By:** Mark Warner

**Title:** Principal

**Company:** Jonathan Levi Architects LLC

**Date:** 12/21/23

**Printed Name:** Mark Warner

LEFTFIELD, LLC

DocuSigned by:

**By:** Lynn Stapleton  
368E4275EA58A51

**Title:** OPM

**Company:** LeftField

**Date:** 3/7/2024

**Printed Name:** Lynn Stapleton

Town of Brookline

DocuSigned by:

**By:** Lap Yan  
FB8990947DD105

**Title:** Director of Capital Construction

**Company:** Town Of Brookline BLDG Dept

**Date:** 3/7/2024

**Printed Name:** Lap Yan



164 School Street  
 East Hartford, CT 06108  
 (860) 289-2323  
 Fax (860) 289-6350

Project: Driscoll School Misc  
 Customer: Gilbane  
 USI Job #: 21041  
 Misc USI CO # 41  
 USI Co Rev: 0  
 CO Date: 9/21/23  
 Co Total: ~~\$1,951~~ \$1,949

This change requires a time extension of  work-days.

CO Reference:

Rev Description:

#### Change Order Summary

Description	Cost	OH %	OH Value	SubTotal	Profit %	Profit	Total	Taxable
Labor	\$1,750	5.00%	\$88	\$1,838	5.00%	\$92	\$1,930	
Bond	\$19	5.00%	\$1	\$20	5.00%	\$1	\$21	
Total	\$1,769	5.00%	\$89	\$1,858	5.00%	\$93	\$1,951	
							\$1,949	

#### Labor Breakdown

Description	Qty	Units	Unit \$	Cost
Engineering	6	Hrs	\$185	\$1,110
Field Measuring	8	Hrs	\$80	\$640

A signature below indicates that this change is acceptable to Gilbane, and that United Steel, Inc. is directed to proceed with this work.

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_



Gilbane Building Company  
10 Channel Center Street  
Suite 100  
Boston, Massachusetts 02210  
Phone: (617) 478-2981

## Submittal #05 50 00-35.0 05 50 00 - Metal Fabrications

Project: J08864.000 - Michael Driscoll School - Brookline  
725 Washington Street  
Brookline, Massachusetts 02446

### Stair 1 Interruption Security Wall & Door

<b>SPEC SECTION:</b>	05 50 00 - Metal Fabrications	<b>SUBMITTAL MANAGER:</b>	Robert Hannula (Gilbane Building Company)
<b>STATUS:</b>	Pending Review	<b>DATE CREATED:</b>	07/20/2023
<b>ISSUE DATE:</b>	07/20/2023	<b>REVISION:</b>	0
<b>RESPONSIBLE CONTRACTOR:</b>	United Steel, Inc.	<b>RECEIVED FROM:</b>	
<b>RECEIVED DATE:</b>		<b>SUBMIT BY:</b>	
<b>FINAL DUE DATE:</b>	08/7/2023	<b>LOCATION:</b>	
<b>SUB JOB:</b>		<b>COST CODE:</b>	
<b>LEAD TIME:</b>		<b>TYPE:</b>	Shop Drawing
<b>APPROVERS:</b>	Robert Hannula (Gilbane Building Company), William Heiberger (Gilbane Building Company), Carol Harris (Jonathan Levi Architects LLC), Sue Hulbert (LeMessurier Consultants, Inc.), James Machek (Jonathan Levi Architects LLC), Mark Warner (Jonathan Levi Architects LLC)		
<b>BALL IN COURT:</b>	Carol Harris (Jonathan Levi Architects LLC), Sue Hulbert (LeMessurier Consultants, Inc.), James Machek (Jonathan Levi Architects LLC), Mark Warner (Jonathan Levi Architects LLC)		
<b>DISTRIBUTION:</b>			
<b>DESCRIPTION:</b>			
<b>ATTACHMENTS:</b>			

#### SUBMITTAL WORKFLOW

NAME	SUBMITTER/ APPROVER	SENT DATE	DUE DATE	RETURNED DATE	RESPONSE	ATTACHMENTS	COMMENTS
David Lempicki	Submitter		8/3/2023	7/20/2023	Submitted	<a href="#">21041 Driscoll Item 1.3 Stair 1 Interrupter Gate OFA.pdf</a>	Please see attached 21041 Driscoll Item 1.3 Stair 1 Interrupter Gate OFA
Joe Viniczay	Submitter		8/3/2023		Pending		
Robert Hannula	Approver	7/20/2023	8/3/2023		Pending		
William Heiberger	Approver	7/20/2023	8/3/2023	7/24/2023	Reviewed by Gilbane	<a href="#">05 50 00-35 Stair 1 Interruption Security Wall &amp; Door.pdf</a>	
Carol Harris	Approver	7/24/2023	8/7/2023		Pending		
Sue Hulbert	Approver	7/24/2023	8/7/2023		Pending		
James Machek	Approver	7/24/2023	8/7/2023		Pending		
Mark Warner	Approver	7/24/2023	8/7/2023		Pending		

MICHAEL DRISCOLL SCHOOL  
BROOKLINE, MA  
J08864.000

# SUBMITTAL STAMPING SHEET

Architect Name  
Stamp Area

Consultant Name  
Stamp Area

**Gilbane**

**REVIEWED**

Submittal No: 05 50 00-35 Stair 1 Interruption Security Wall & Door

Rev:     

Reviewed By: WHeiberg

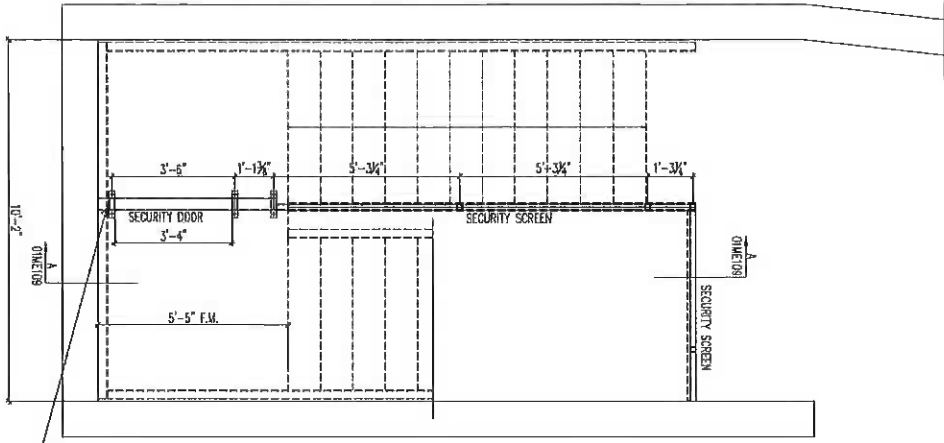
Date: 07/24/2023

This submittal has been reviewed, checked and approved for compliance with the Contract Documents unless otherwise noted herein. This review does not constitute nor does it assure design responsibility nor does it relieve the trade contractor/supplier from complying with the contract requirements, coordinating their work with other trade contractors and verifying field dimensions.

Consultant Name  
Stamp Area

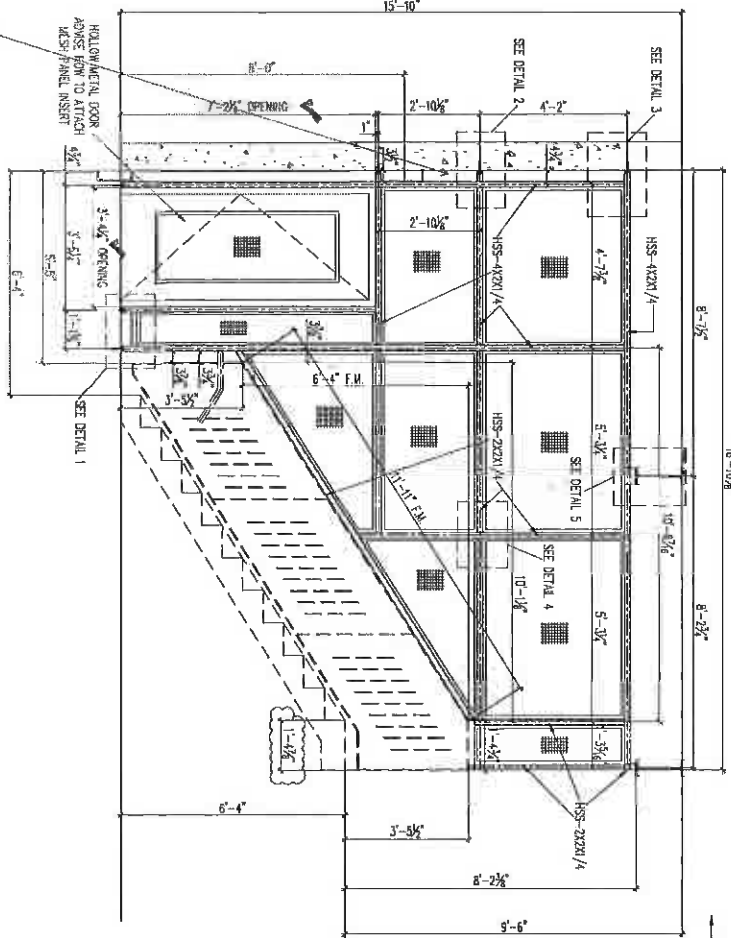


PLAN @ SECURITY GATE SCREEN

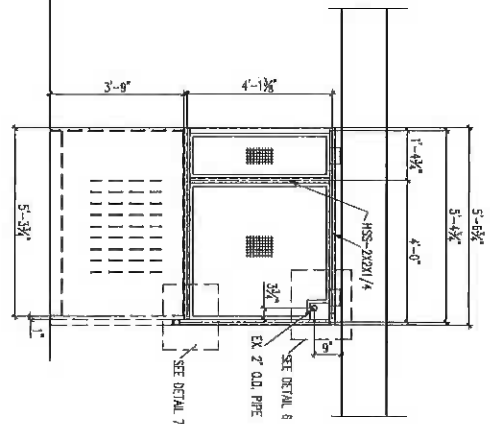


CONTRACTOR TO BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. ALL UTILITIES TO BE REPAIRED OR REPLACED TO ORIGINAL CONDITION.

SECTION A-A



SECTION A1

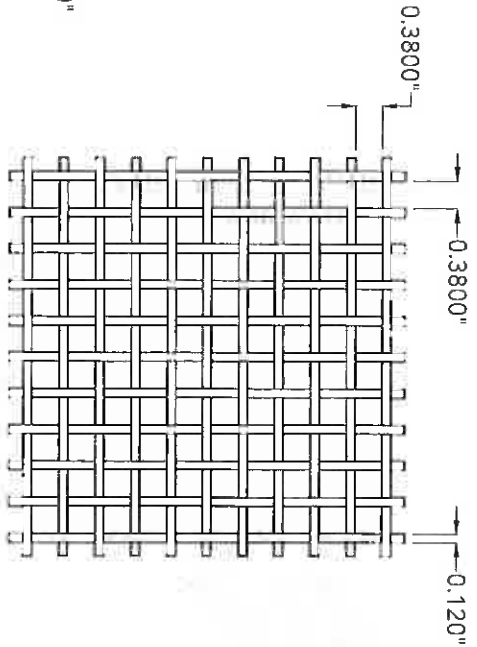
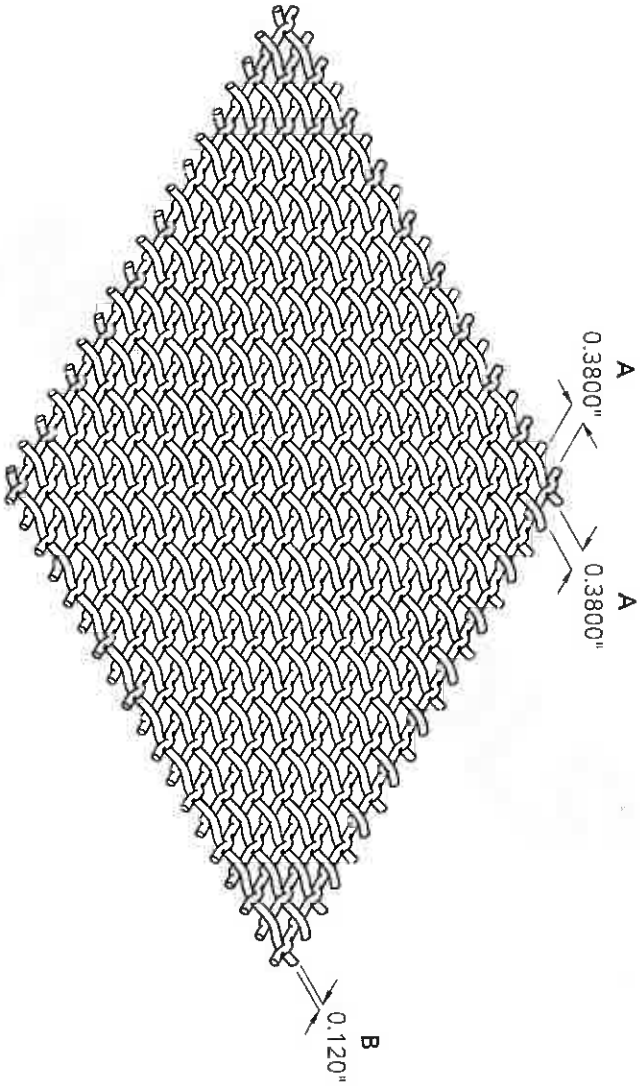


The drawing is the property of UNITED STATES OF AMERICA and shall remain the property of the United States of America.

NO.	DATE	DESCRIPTION
1	7-20-21	ISSUE FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		

NO.	DATE	DESCRIPTION
1	7-20-21	ISSUE FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		

ITEM #	DESCRIPTION	QTY	UNIT
1	3/4\"/>		



Top View



End View



**McNICHOLS**  
800.237.3820  
mcnichols.com

Drawing is for visual and conceptual purposes, is not to scale, and is based on nominal manufacturing data subject to standard production tolerances. McNichols CO. does not provide engineering services of any kind. Technical information provided is for evaluation by technically skilled persons only. With any use thereof to be at their independent discretion and risk. McNichols CO. shall have no responsibility or liability for results obtained or damages resulting from improper evaluation or use. McNichols CO. makes no representation or warranty of any kind, express or implied, at law or in equity, regarding drawing including with respect to merchantability, fitness for any particular use or purpose, or design. All other representations or warranties are hereby disclaimed. This document and other related documents are subject to McNichols CO. Terms and Conditions.

**McNICHOLS**® WIRE MESH

MESH TYPE	Square Woven
CONSTRUCTION TYPE	Carbon Steel
PRIMARY MATERIAL	Woven - Lock Crimp/Plain Weave
WEAVE or TRIM TYPE	58%
PERCENT OPEN AREA	2 x 2
MESH SIZE	0.3800" x 0.3800"
A OPENING SIZE	0.120" Thick (11 Gauge)
B WIRE DIAMETER/WIRE GAUGE	

DRAWING

NOT TO SCALE  
Item Number 36022200  
Revision Date 04.30.2021  
Page Number 1 of 1  
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TOWN OF BROOKLINE  
387 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 06-Apr-24

TO: William Rawn Associates, Architects, Inc  
10 Post Office Square, Suite 1010  
Boston MA 02109

Purchase Order Number  
21803108

Vendor Number  
53540

EXCESSIVE AMOUNT  
\$5,000.00

TOTAL 17,327,943.00  
BALANCE 100,317.18

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C197		680045

FOR: Brookline High School Expansion

Amendment	Date	Description
34	4/1/2024	Construction Administration

AMOUNT  
\$5,000.00

BUILDING COMMISSION

APPROVAL OF:

Janet Florman, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke Duskin

SELECT BOARD

APPROVAL OF:

Charles Carey, Town Administrator

Bernard W. Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Susan K. Ains  
Deputy Superintendent For Administration and Finance

DocuSigned by:

Helen Charlupski 4/11/2024  
9BE1898AE60347E  
Helen Charlupski

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 34 \_\_\_\_\_

**WHEREAS**, the Town of Brookline \_\_\_\_\_ ("Owner") and William Rawn Associates, Architects Inc. \_\_\_\_\_, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Brookline High School Expansion \_\_\_\_\_ Project (Purchase Order # 21803108) at the Brookline High \_\_\_\_\_ School on July 6, 2018 \_\_\_\_\_ "Contract"; and

**WHEREAS**, effective as of April 1, 2024 the Parties wish to amend the Contract:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<b>Fee for Basic Services:</b>	Original Contract*	After this Amendment:
		<b>Amendment fee: \$5,000</b>
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
<b>Total Fee</b>	<b><u>\$15,827,943.00</u></b>	<b><u>\$15,832,943.00</u></b>

This Amendment is a result of:

1. Project closeout, punchlist, site visits beyond the 60 day period after substantial completion

WILLIAM RAWN ASSOCIATES | Architects, Inc.

27 School Street  
Second Floor  
Boston, MA 02108  
t. 617.423.3470  
www.rawnarch.com

Lap Yan  
Project Administrator  
Town of Brookline Building Department  
Brookline Town Hall  
333 Washington Street  
Brookline, MA 02445

March 4, 2024

Revised: 4/1/24

Project Name: Brookline High School Expansion Project

**Re: Contract Amendment #34: Brookline High School Project Closeout**

CC: Sam Lasky

Dear Lap,

As a follow-up to our discussion about the Brookline High School 3<sup>rd</sup> Floor and Quad Renovation project, we have exceeded the NTE allowance approved by the Town of Brookline in Contract Amendment #32 for additional punch list management and site visits. The substantial completion date for this project was August 26, 2022. We have continued to provide Construction Administration services for 375 business days after the substantial completion date. Per Article 8.3.2 If construction has not reached Substantial Completion after the 60 additional calendar days, the Designer shall thereafter be entitled to Extra Services compensation for providing the services described in Articles 7.9.1 d, e, f, g, h, I, and 7.10.3.

We submit this amendment proposal per the following sections of our Agreement:

7.9.1-d Additional site visits (Additional back punch site visits)

7.9.1-h Recommend actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner-CM at Risk Agreement. (Monetized punch list management)

7.10.3 Reviewing and certifying the CM at Risk's Application(s) and Certificate(s) for payment, as necessary.

We proposed working on an hourly basis until the project is Lambrian closes out the project. Hourly rates will be based on WRA's General Conditions for 2024 (attached).

WRA Monthly NTE Allowance: 1 months @ \$5,000 / month

**CA #34 Total Fee: \$5,000**

We look forward to continuing to work with the Town of Brookline to bring this project to closure.

Regards,



Andy Jonic, AIA  
Associate Principal  
William Rawn Associates, Architects Inc.

*Attachments: WRA General Conditions*

RESPONSIBILITY OF CLIENT - Client will furnish to WRA all boundary and survey information, soils and geotechnical reports, other consultants' studies and drawings, and any other relevant information pertinent to the proper development of their Work for the Project. WRA shall be entitled to rely upon the accuracy and completeness of such information furnished by the Client or their Consultants, and WRA shall not be responsible or liable to the Client for the consequences of any error or omission in the information.

OWNERSHIP OF DOCUMENTS - Original Models, Drawings and Specifications prepared by WRA as instruments of service are and shall remain the property of WRA whether the Project for which they are made is executed or not. Client may request and obtain copies of original documents at the cost of reproduction. They may only be used on other projects or extensions to this Project by agreement in writing with WRA.

Estimates of Probable Construction Cost - Estimates of Probable Construction Cost, if prepared by WRA, represent their best judgment as design professionals familiar with the construction industry. However, as WRA has no control over the cost of labor and materials, competitive bidding practices, or market conditions, WRA makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the WRA's estimate of probable construction cost.

PROFESSIONAL LIABILITY - WRA will furnish the Client professional advice in connection with the Work covered by this Agreement. They will use reasonable care and diligence in this professional work, and will use their best judgment for the accomplishment of the aim stated. Client agrees to look solely to the amount available under WRA's Professional Liability Insurance Policy (\$5,000,000) to protect against errors or omissions in connection with WRA's duties under this agreement. WRA shall have no liability, direct or indirect, to the Client for any alleged errors, omissions, or other claims except to the extent provided by said insurance in force at the time of claim. If the Client should require a higher limit to WRA's Insurance Coverage, he may pay for the additional premium and WRA will adjust the terms of their policy.

TERMINATION OF AGREEMENT - This agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of WRA, they shall be compensated for all the services performed to termination date, together with Reimbursable Expenses then due and all expenses directly attributable to termination for which WRA is not otherwise compensated.

MEDIATION - If a dispute arises out of or relates to this contract or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association under its Mediation Procedures before resorting to arbitration. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issue in dispute.

HAZARDOUS MATERIAL - The Client recognizes that WRA does not carry any insurance which covers acts or omissions relating to (a) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, or (b) pollutants, hazardous wastes, hazardous materials, contaminants, or the dispersal, discharge, leakage, use, detection, removal, containment, or treatment thereof. (The materials and activities listed in the foregoing



## BROOKLINE POLICE DEPARTMENT

*Brookline Massachusetts*

Jennifer Paster  
Chief of Police

TO: Mr. Charles Carey, Town Administrator  
FROM: Jennifer Paster, Chief of Police  
RE: Request for Appropriation Transfer

I am requesting approval for an appropriation transfer for the following:

From the Police Administrations Division's Leased Computer Equipment budget category in the amount of \$28,554.00 to:

The Patrol Division's Public Safety Supplies account in the amount of \$20,117 to supplement our new patrol officers with uniforms and equipment and to cover increased inflationary costs to maintain the annual clothing and public safety replacement schedule for FY2024.

The Police Administration and Support Training account in the amount of \$8,437 to support new officer trainings and promoted staff with new duties and responsibilities within the Department. .

We acknolege tha our Capital Budget replacement schedule is being extended out past normal technology norms, but our immediate pressing needs with new sworn officers joining the Department are an immediate prioirty.

I would like the Select Board to consider accepting this transfer at the next scheduled meeting.

Thank you.

Jennifer Paster

Chief of Police



Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

TOWN OF BROOKLINE

REQUEST FOR APPROPRIATION TRANSFER

DATE: April 16, 2024

To the Select Board:

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the Public Safety - Police Department

Department Name

	<u>ORG #</u>	<u>ORG NAME</u>	<u>OBJECT #</u>	<u>OBJ NAME</u>	<u>AMOUNT</u>
FROM:	21002010	Administration	5A0017	Leased Computer Equipment	\$8,437
TO:	21002020	Patrol	551099	Training	\$8,437
<hr/>					
FROM:	21002010	Administration	5A0017	Leased Computer Equipment	\$20,117
TO:	21002020	Patrol	539031	Public Safety Supplies	\$20,117



DEPARTMENT HEAD

NOTE: IN ADDITION TO THE SELECT BOARD APPROVAL, THE FOLLOWING TRANSFERS REQUIRE COMMITTEE APPROVAL:

ADVISORY

- (1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

\_\_\_\_\_

\_\_\_\_\_

SELECT BOARD

3.E.



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

Daniel F. Bennett  
Building Commissioner

April 1, 2024

TO: Select Board

FROM: Charles A. Simmons *CAS*  
Director of Public Buildings

SUBJECT: Budget Appropriation Transfer

---

I would like to request a Budget Transfer for a total amount of \$19,000. This request consists of:

- 1) \$14,000 from account 25003430 510101 School Personnel account to account 25003430 531012 School Supplies

The transferred monies would be used to purchase supplies.

- 2) \$5,000 from account 25002520 510101 Code Enforcement Personnel to account 25002520 531012 Code Enforcement Supplies

The transferred monies would be used to purchase supplies.

Thank you for your consideration.

cc: Joan Tolson, Bookkeeper

Attachment

TOWN OF BROOKLINE

REQUEST FOR APPROPRIATION TRANSFER

DATE: 4/1/2024

To the Board of Selectmen:

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the Building Department

Department Name

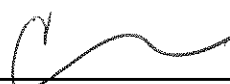
	<u>ORG #</u>	<u>ORG NAME</u>	<u>OBJECT #</u>	<u>OBJ NAME</u>	<u>AMOUNT</u>
FROM:	25003430	School	510101	Personnel	\$14,000
TO:	25003430	School	531012	Supplies	\$14,000

FROM:	25002520	Code Enforcement	510101	Personnel	\$5,000
TO:	25002520	Code Enforcement	531012	Supplies	\$5,000

FROM:	_____	_____	_____	_____	_____
TO:	_____	_____	_____	_____	_____

FROM:	_____	_____	_____	_____	_____
TO:	_____	_____	_____	_____	_____

FROM:	_____	_____	_____	_____	_____
TO:	_____	_____	_____	_____	_____

  
 \_\_\_\_\_  
 DEPARTMENT HEAD

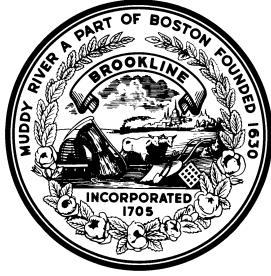
NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:

(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

_____	_____
_____	_____

BOARD OF SELECTMEN





# *Town of Brookline*

## *Massachusetts*

**Department of Planning and  
Community Development**

Town Hall, 3<sup>rd</sup> Floor  
333 Washington Street  
Brookline, MA 02445  
(617) 730-2130 Fax (617) 730-2442  
kbrewton@brooklinema.gov

**Kara Brewton**  
Director

To: Brookline Select Board  
From: Ewana Lindo-Smith, CD Administrator  
Re: **FY 2023 CDBG – Contract Extensions**  
Date: April 23, 2024

---

**Requested vote:**

*Approve and authorize the Chair or designee to execute contract extensions between the Town of Brookline and the above listed Sub-recipients: BHA and BIC (BCDC).*

We ask the Board to approve and authorize the Chair or designee to execute FY 2023 contract extension with the following CDBG Sub-recipients:

- A. The Brookline Housing Authority (BHA) :  
CDBG funds are to be used for Phase 2 of the installation of bathroom fans at its High St. Veterans Development. The project has its design and bidding approval, is out to bid and an award to a general contractor could be made by the end of October 2023. The BHA anticipates work to be completed by the end of June 30, 2024 if there are no construction delays.  
Budget: 1807G023-6C0057 and 1807G021-6C0057. Amount: \$ 383,703.
  
- B. The Brookline Improvement Coalition (BIC) :  
CDBG funds will be used for Capital improvements and fire safety for 154 -156 Boylston Street. The funding will be used to hard wire the fire and carbon monoxide alarms at 154-156 Boylston property and to implement upgrades to high efficiency boilers, new water efficient toilets aerators.  
Budget: 1851G023-6C0054 and 1851G021-6C0054. Amount: \$ 37,650.00

Cc: *Michelle Tejada*

# 3.F.

**Extension of Contract**  
**Between**  
**The Town of Brookline**  
**and**  
**The Brookline Housing Authority**

WHEREAS, an Agreement for \$383,703 Community Development Block Grant (CDBG) funds was entered into between the Town of Brookline (the Town) and the Brookline Housing Authority (the Recipient) (together, the "Parties"), for the FY 2023 Resident Capital Projects (the Project) on November 29, 2022, charged to codes 1807G023-6C0057; and 1807G021-6C0057.

WHEREAS, the Parties desire additional time beyond March 31, 2024 contract term to complete the Project;

THEREFORE, the Parties hereby agree to extend the Agreement until June 30, 2024.

All other terms and conditions of the Agreement remain in full force and effect.

Executed on this \_\_\_\_\_ day of April 23, 2024.

**TOWN OF BROOKLINE**

**RECIPIENT**

Select Board

Brookline Housing Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Chair or designee

Title: \_\_\_\_\_

**Comptroller:**

\_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_

Town Counsel

# 3.F.

## **Extension of a Developer Agreement Between The Town of Brookline and The Brookline Improvement Coalition(BCDC)**

WHEREAS, the Town of Brookline and the Brookline Improvement Coalition (the PARTIES) entered into a DEVELOPER AGREEMENT on November 29, 2022 for the CDBG FY 2023 154-156 Boylston Street Capital Improvements Project Agreement # CD1851-23 (PROJECT - 1851G023-6C0054 in the amount of \$27,650.00 and 1851G021—6C0054 in the amount of \$ 10,000.00 for a Total of \$ 37,650.00

WHEREAS, additional time beyond the March 31, 2024 contract term is needed to complete the Project;

THEREFORE, the PARTIES agree to extend the term of the AGREEMENT to June 30, 2024.

All other terms and conditions of the Agreement remain in full force and effect.

Executed this \_\_\_\_\_ day of April 23, 2024

**TOWN OF BROOKLINE**

**RECIPIENT**

Select Board

Brookline Improvement Coalition

By: \_\_\_\_\_

By: \_\_\_\_\_

Chair or designee

Title: \_\_\_\_\_

**Comptroller:**

\_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_

Town Counsel

# TOWN OF BROOKLINE



## OFFICE OF DIVERSITY, EQUITY, INCLUSION AND COMMUNITY RELATIONS

---

11 Pierce Street, Brookline, Massachusetts,  
02445

Telephone: (617) 730-2300 Facsimile: (617)  
730-229

---

April 15, 2024

Memo: Approval of Sponsorship Funds

To: Brookline Select Board  
Attn: Bernard Greene - Chair Person of the Brookline Select Board

Chairperson Greene,

The Brookline Asian American Family Network and the Office of Diversity, Equity, Inclusion and Community Relations seeks the Select Board's authorization to accept \$3,400.00 in Sponsorships and Grants from various Brookline Businesses, Organizations, and Individuals:

BAB Korean Bistro - \$300.00	Council of Korean Americans - \$300.00
Praise Shadows Art Gallery - \$300.00	The Park Family - \$300.00
Brookline Community Foundation Grant - \$1,300	Giles Li - \$300.00
Olive Connection and The Sapoznik Family- \$300.00	Mint Julep - \$300.00

These sponsorship funds are to be appropriated into account 5200SH07 and the full amount will be used towards Awards and Supplies for BAAFN's 9th Annual Award Ceremony of the Asian American Student Essay Contest to be held on Wednesday May 15th at the Coolidge Corner Theatre.

Thank you for considering this request.

Sincerely,  
Caitlin Starr, MPH, CDE  
Office of Diversity, Equity, Inclusion, and Community Relations - Town of Brookline  
Assistant Director  
Office: 617-730-2345  
Cell: 617-308-8750

### 3.H.

To: Brookline Select Board

From: Gillian Jackson, Arts Coordinator

Date: April 15, 2024

Subject: Request for an extension to the term of Brookline Poet Laureate

Please add the following to the Tuesday, April 23, 2024, Select Board agenda:

1. A request from the Brookline Commission for the Arts to extend the term of the current poet laureate, Jennifer Barbar, for a period of one year. At a meeting on October 11, 2023, the commission unanimously agreed to request the extension of the original term of the poet laureate, May 1, 2021-April 30, 2023 (3 years), by one year, to expire on April 30, 2025. The laureate was appointed during the COVID pandemic and therefore was prevented from interacting publicly for the majority of the first year of her term. An extension will enable Jennifer to accomplish her intended program in its entirety.
2. A donation in the amount of \$20 from Puppet Showplace Inc for the Brookline Commission for the Arts public art maintenance fund.

Gillian Jackson

### 3.H.

#### Brookline Commission for the Arts

Wednesday, October 11 at 7:00pm via zoom

Present: Fran Charnas, Andy Dean (Chair), Caroline Bowden, Peg O'Connell (Treasurer)

Absent: Ellen Goodman

Meeting commenced: 7:03pm

1. **Minutes** – the minutes of the September 13 meeting were approved.
2. **Treasurer's Report** – Peg is working on the MCC annual financial report which is due on October 17, and will send a copy to the commission when completed.
3. **2023 Grants** – Brookline Music School have requested that their Music Therapy program at the Brookline Senior Center, be deferred until 2024, as they have been unable to raise extra funds necessary to run the program. They also inquired if it would be possible to apply for a 2024 grant for this program to increase the funding. The motion was made, and seconded, to approve the deferring of the program until 2024. The motion was unanimously approved.

BMS will be encouraged to apply for further funds for the project, but at this point there can be no guarantee that an application will be successful. If that is the case the program will need to be pared down, or abandoned and the funds returned.

4. **Council Program** – each LCC may spend up to 20% of its state allocation each funding cycle to support a council program. Council programs respond to cultural needs that are not otherwise being addressed in the community. Through community surveys carried out by the BCA and the town's Economic Development Dept, it is clear that community members would like to see more public art in Brookline.

A motion was made, and seconded, to allocate 20% of the FY24 state funds to apply to a council program: a public art fundraising event to create more public art in Brookline and to enhance the maintenance fund for the upkeep of public art. The motion passed unanimously.

5. **Poet Laureate Extension of Term** – due to the fact that Brookline's current poet laureate was appointed during the COVID pandemic, the motion was made to request that the Brookline Select Board extend the term from three to four years. The extended term would expire in May of 2025. The motion was unanimously approved.
6. **Venue for a mini public art frolic, a council program to raise funds for public art installation and maintenance in Brookline** – after discussion it was agreed that the Arcade on Harvard Street, be approached as a possible venue for this event, to coincide with the unveiling of Painted Boxes and Wrapped Boxes Around Town public art in November. An alternative venue would be an available space at 17 Station Street.
7. **Any other Business** – Gillian will follow up with Devon Fields regarding any new applications that should have been received for BCA membership.

The meeting adjourned at 7:23pm

**TOWN OF BROOKLINE POET LAUREATE AGREEMENT**

This Agreement is by and between the Town of Brookline (hereinafter the "Town"), a municipal corporation and political subdivision of the Commonwealth of Massachusetts with offices located at 333 Washington Street, Brookline, Massachusetts 02445, by and through the Brookline Commission for the Arts (the "BCA"), and Jennifer C Barber of 48 Ackers Avenue, Brookline, MA 02445, (hereinafter the "Poet Laureate", or "laureate") (collectively, the "parties").

WHEREAS, the Town seeks to appoint a Poet Laureate to promote the literary arts in Brookline; and

WHEREAS, the appointment of a Poet Laureate would serve the public interest by improving public recognition of the literary arts in the Town; and

WHEREAS, the Poet Laureate has an interest in providing literary arts-related opportunities for Brookline citizens and others; and

WHEREAS, Jennifer C. Barber was appointed Poet Laureate of the Town of Brookline by the Select Board effective May 1, 2021;

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. ASSIGNED DUTIES & RESPONSIBILITIES OF SERVICE.**

A. The Poet Laureate post is an honorary position, and the Poet Laureate shall not be considered a municipal official or employee of the Town for any purpose. The Poet Laureate shall serve at the will of the Town, by and through the BCA.

B. As a literary ambassador, the Poet Laureate agrees to perform, in consultation with the BCA, the assigned duties and responsibilities of service ("Assigned Duties") described below on behalf of the Town and the BCA:

- a) Give appropriate readings or performances at two Town events in each year of a laureate's term:
  - i. the Town's Martin Luther King, Jr. Day event and
  - ii. the BCA's Arts Grantee Reception;
  
- b) Give appropriate readings or performances at a minimum of three public events in each year of a laureate's term, which must include the following:
  - i. a workshop in conjunction with Brookline Public Schools,
  - ii. an event coordinated with the Brookline Booksmith, and
  - iii. an event of the laureate's own creation;

### 3.H.

- c) Undertakings of the laureate's own initiative using creative and innovative ways to expose the residents of Brookline to the literary arts;
  - d) Outreach to Town sites such as schools, libraries, senior center and housing, and teen center;
  - e) Present poetry or other literary works in public venues and publications in Town, and representation of the Town at events and in publications in other municipalities where appropriate;
  - f) If a poet, participate in public commemoration of National Poetry Month in April;
  - g) Attend BCA meetings three times each year seasonally (fall, winter, spring) of the term to report on activities, and
  - h) Assist the BCA administrator in the creation of press releases and marketing materials related to public appearances of the Poet Laureate.
- C. As Poet Laureate, the laureate acknowledges that it is his/her duty and responsibility to:
- a) Work directly with the BCA to identify opportunities and schedule participation prior to attending any engagement or event as the Town's Poet Laureate;
  - b) Welcome and encourage active participation by Town citizens, organizations, and media in the literary arts; and
  - c) At all times present himself/herself and the Poet Laureate Program in a professional and respectful manner.
- D. As Poet Laureate, the laureate acknowledges the following restrictions:
- a) The Poet Laureate has no authority to act as Poet Laureate outside of the Assigned Duties identified in this Agreement except with the express prior written consent of the BCA;
  - b) The Poet Laureate shall comply with G.L. c. 268A, the state ethics law, and shall avoid use of the position to financially benefit himself/herself or any other individuals or agency other than in the interest of the Town and the BCA; and
  - c) The Poet Laureate shall have no interest nor acquire any interest, direct or indirect, which would conflict in any manner with the performance of the Poet Laureate duties.



**3. TERM.**

The Poet Laureate shall serve for a term of three years. A laureate's term may be renewed, without going through the full application process, by mutual agreement of the laureate and the BCA, and with the approval of the Select Board. If the Poet Laureate is not meeting the terms of this Agreement or community expectations, the Poet Laureate's term may be terminated by a two-thirds vote of commissioners, subject to approval by the Select Board.

In the event of a vacancy, the vacancy shall be filled in the same manner as an original appointment.

**2. ANNUAL STIPEND.**

Conditioned upon the Town's receipt, pursuant to the provisions of G.L. c. 44, s. 53A, of sufficient funding, the Town shall provide the Poet Laureate with an annual stipend of \$1,500.00 per year for each year of the three-year term of the Poet Laureate Program. The annual stipend shall be provided to the Poet Laureate at or before the conclusion of each year of the Poet Laureate's term. Subject to sufficient funding, the BCA may reimburse the Poet Laureate for reasonable expenses to which the BCA agrees in advance in writing, and related to approved events in which the Poet Laureate participates in their capacity as Poet Laureate.

**3. SPONSORSHIP.**

- (a) The Poet Laureate acknowledges that the BCA may acquire sponsors for the Poet Laureate Program and that he/she will not independently obtain or accept any sponsorship or promotional considerations associated with an event without the prior written consent of the BCA.
- (b) The BCA reserves the right to approve commercial sound recording, photography and/or filming by official sponsors of the program. The Poet Laureate will be notified of any inclusion in commercial sound recording, photography and/or filming prior to such commercial use.

**4. GRANTS.**

- (a) The BCA reserves the right to apply for grants from government agencies, corporations and foundations for the program. Public recognition of such awarded grants may be made by the BCA in its promotional and other public relations materials, including programs and signage located at the Poet Laureate's performances.
- (b) The Poet Laureate shall not apply for any grant for the Assigned Duties outlined in this Agreement without the prior written approval of the BCA.

**5. SOLICITATION.**

The Poet Laureate shall not request donations to support himself/herself, or for any cause, from visitors or the public during appearances or workshops without first obtaining the prior

written permission of the BCA.

**6. LIABILITY, RELEASE AND INDEMNIFICATION.**

- (a) The Poet Laureate shall not employ any person, purchase or rent supplies and/or equipment, contract for services, or incur any obligation, indebtedness or liability of any kind or nature on behalf of or in the name of the BCA or the Town without the prior written consent of the BCA and the Town.
- (b) The Poet Laureate will defend, indemnify and hold harmless the Town, its officials, employees, and volunteers, including members of the BCA, for any personal injury, loss, or damage to property or belongings arising from or relating to the performance of the Poet Laureate's Assigned Duties. Further, the Artist agrees to defend, indemnify, protect, and hold harmless the Town, its agents, officers, and employees from and against any and all liability arising from or relating to the performance of the Poet Laureate's assigned Duties. The Artist's duty to defend, indemnify, protect, and hold harmless will not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the Town, its agents, officers, or employees. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit.

**7. PROHIBITION AGAINST ASSIGNMENT.**

The Poet Laureate shall not assign, subcontract, or in any way transfer any interest in this agreement without the prior written consent of the BCA and the Town.

**8. SCHEDULING.**

The BCA shall have complete control of the scheduling of events in which the Poet Laureate will appear as the Town of Brookline Poet Laureate. All scheduled appearances as the Town of Brookline Poet Laureate must be approved in advance by the BCA.

**9. WORKSHOPS AND/OR PERFORMANCES AND THEIR DOCUMENTATION.**

The Poet Laureate agrees to allow the Town's documentation of workshops and/or performances or performances of the Poet Laureate's Assigned Duties, including film, video, photography or audio recording. All such documentary materials shall be considered the property of the Town and may be publicly distributed by the Town in any fashion. It is further understood that such documentary materials may be subject to the Massachusetts Public Records Law and distributed and redistributed publicly.

It is understood and agreed that third parties may decide to photograph or otherwise record workshops and/or performances, or other performances of Assigned Duties by the Poet Laureate. The BCA and the Town are not responsible for such third party documentation and third party distribution and redistribution.

### 3.H.

The Poet Laureate agrees that the BCA shall have the right to use the laureate's name, voice, signature, photograph, biography and likeness in connection with the display, publication, and promotion of the Poet Laureate's workshops and/or performances or other performances of their Assigned Duties.

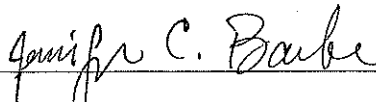
#### **10. WARRANTY OF TITLE; COPYRIGHT AND INTELLECTUAL PROPERTY.**

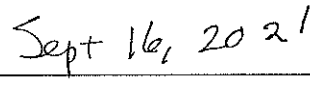
The Poet Laureate warrants and represents that all intellectual property the laureate publishes in any form in connection with their Assigned Duties is the result of the artistic effort of the Poet Laureate or disclosed and attributed collaboration, does not infringe upon any copyright or violate any rights to privacy or publicity, and otherwise is not in violation of applicable law. The Poet Laureate agrees to indemnify, defend and hold harmless the BCA and the Town, and the Town's elected and appointed officials, officers, employees, and agents, from and against any and all claims, actions, costs, judgments, or damages of any type alleging or threatening that written work published by the Poet Laureate in the performance of their Assigned Duties infringes the copyright, trademark, patent, intellectual property, or other proprietary, privacy or publicity-related rights of any third party. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit.

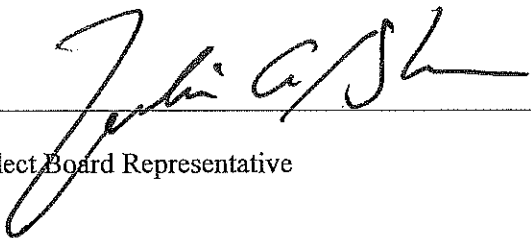
#### **11. CANCELLATION/TERMINATION.**

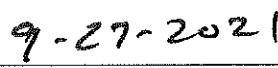
The Poet Laureate may be removed from this honorary position for any reason and at any time by a majority vote of the Select Board. The Poet Laureate may resign with reasonable written notice to the Town and the BCA. Upon the termination or resignation of the Poet Laureate, he/she shall release any rights to the title of Town of Brookline Poet Laureate, and the remaining stipend, if any, shall be provided on a pro-rated basis.


Signatures:

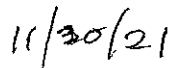
  
\_\_\_\_\_  
Jennifer C Barber, Brookline Poet Laureate

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Select Board Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Daniel Gostin, BCA Chair

  
\_\_\_\_\_  
Date



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
April 8, 2024

*Erin Chute*  
Commissioner

Select Board  
Town Hall  
Brookline, MA 02445

RE: Petition for conduit location

Dear Select Board Members,

Enclosed you will find a petition of NStar Electric Company d/b/a Eversource Energy (Eversource) to install underground conduit in Westbourne Terrace that requires action by your Board.

Eversource has requested the location to provide electric service to 1618 Beacon Street. Eversource is proposing to run new conduit in Westbourne Terrace northerly from MH3755 at the intersection with Beacon Street a distance of about 154 feet to MH9531 and southerly from MH9531 a distance of about 18 feet to Pole 161/2.

Statutory seven day notices have been sent to the abutting property owners for a hearing that has been scheduled for April 17, 2024 at approximately 10:00 AM.

Very truly yours,

Erin Chute  
Commissioner of Public Works

Enc.

3.I.

**PETITION OF NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY  
FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **SELECT BOARD** of the Town of Brookline, Massachusetts:

Respectfully represents NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY, a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by T.Thibault dated February 5, 2024 and filed herewith, under the following public way or ways of said Town:

**WESTBOURNE TERRACE –**

- Northeasterly from MH3755, at Beacon Street, to MH9531, install approximately 154 feet of conduit.
- Southwesterly from MH9531 to Pole 161/2, install approximately 18 feet of conduit.

**Work Order #15962266**

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

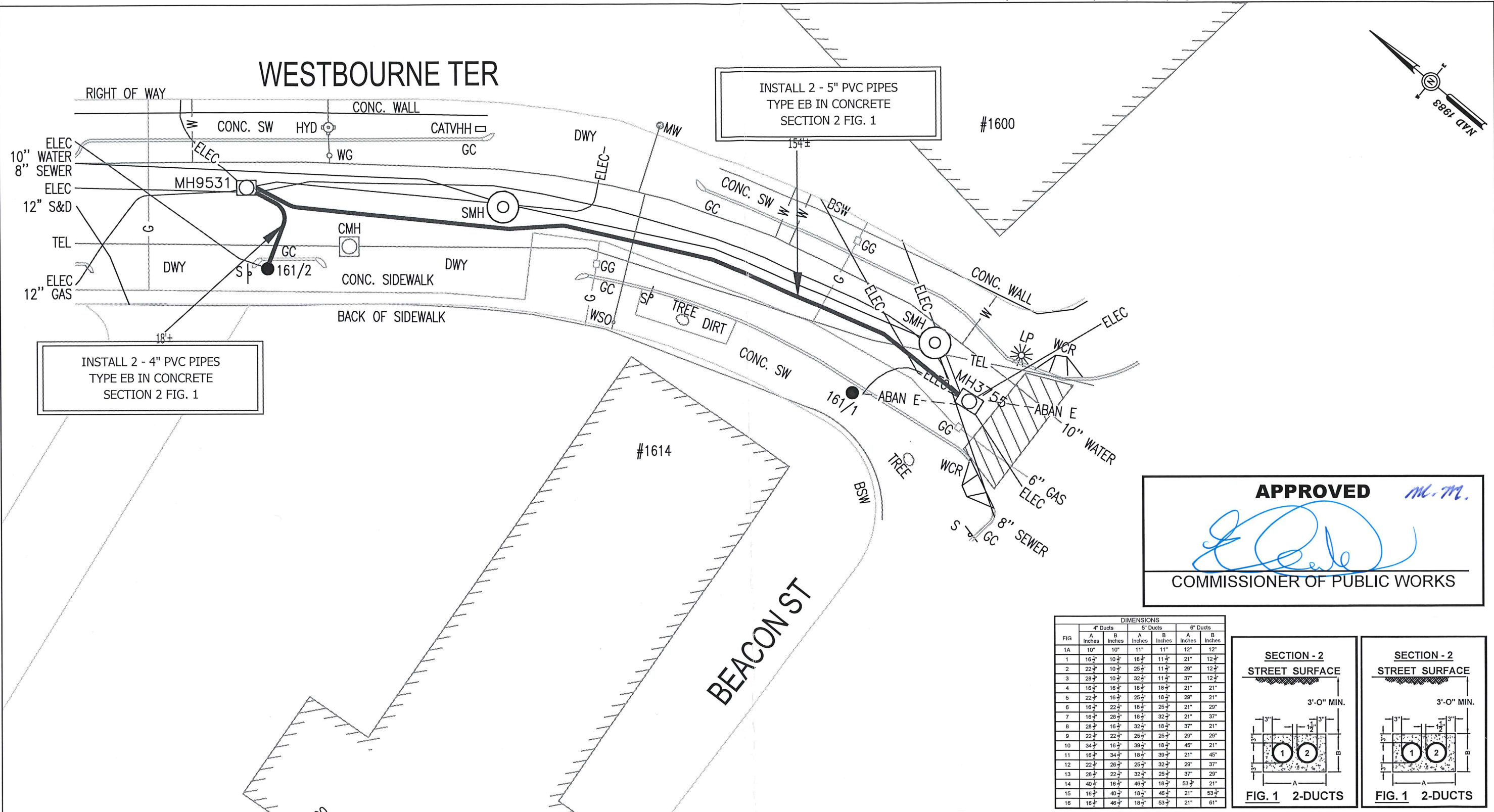
By: *Kelly-Ann Correia*

Kelly-Ann Correia, Supervisor  
Rights and Permits

26th day of February, 2024

Town of Brookline, Massachusetts

Received and filed \_\_\_\_\_

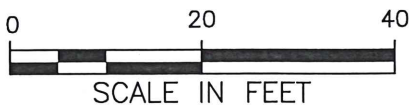
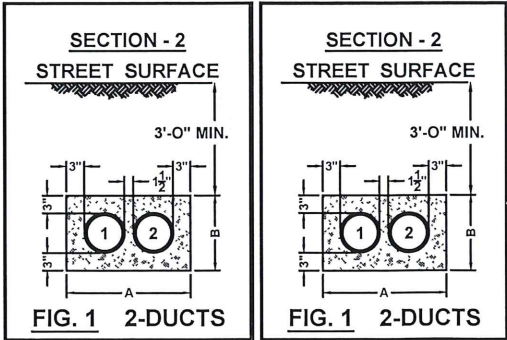


INSTALL 2 - 4" PVC PIPES  
TYPE EB IN CONCRETE  
SECTION 2 FIG. 1

INSTALL 2 - 5" PVC PIPES  
TYPE EB IN CONCRETE  
SECTION 2 FIG. 1

**APPROVED** *M.M.*  
*[Signature]*  
COMMISSIONER OF PUBLIC WORKS

FIG	4" Ducts		5" Ducts		6" Ducts	
	A Inches	B Inches	A Inches	B Inches	A Inches	B Inches
1A	10"	10"	11"	11"	12"	12"
1	16 1/2"	10 1/2"	18 1/2"	11 1/2"	21"	12 1/2"
2	22 1/2"	10 1/2"	25 1/2"	11 1/2"	29"	12 1/2"
3	28 1/2"	10 1/2"	32 1/2"	11 1/2"	37"	12 1/2"
4	16 1/2"	16 1/2"	18 1/2"	18 1/2"	21"	21"
5	22 1/2"	16 1/2"	25 1/2"	18 1/2"	29"	21"
6	16 1/2"	22 1/2"	18 1/2"	25 1/2"	21"	29"
7	16 1/2"	28 1/2"	18 1/2"	32 1/2"	21"	37"
8	28 1/2"	16 1/2"	32 1/2"	18 1/2"	37"	21"
9	22 1/2"	22 1/2"	25 1/2"	25 1/2"	29"	29"
10	34 1/2"	16 1/2"	39 1/2"	18 1/2"	45"	21"
11	16 1/2"	34 1/2"	18 1/2"	39 1/2"	21"	45"
12	22 1/2"	26 1/2"	25 1/2"	32 1/2"	29"	37"
13	28 1/2"	22 1/2"	32 1/2"	25 1/2"	37"	29"
14	40 1/2"	16 1/2"	46 1/2"	18 1/2"	53 1/2"	21"
15	16 1/2"	40 1/2"	18 1/2"	46 1/2"	21"	53 1/2"
16	16 1/2"	46 1/2"	18 1/2"	53 1/2"	21"	61"



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

**MASS. LAW**  
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C# 41-24	<b>NSTAR EVERSOURCE</b> ELECTRIC d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #	
Work Order # 15962266	Plan of WESTBOURNE TERRACE
Surveyed by: VT/ZA	BROOKLINE
Research by: VT	Showing PROPOSED CONDUIT LOCATION
Plotted by: VT	
Proposed Structures: GC	
Approved: T THIBAUT	Scale 1"=20' Date FEBRUARY 05, 2024
P#	SHEET 1 of 1

### 3.I.

#### Town of Brookline, Massachusetts Project Information for Grant of Location Request

Utility Company EVERSOURCE ELECTRIC

Work Order Number 15962266 Petition Date 02/23/2024

Street WESTBOURNE TERRACE Extents BEACON STREET to #15

Project Description INSTALL 2-5" PVC EB IN CONC FROM MH3755 TO MH9531, 154';  
2-4" PVC EB IN CONC FROM MH9531 TO POLE 161/2, 18'

Estimated Start Date 03/11/2024 Expected Duration 8 WORKING DAYS

Days and Hours of Work MONDAY - FRIDAY; 7:00AM to 3:00PM

Noise By-Law Waiver (required for work between 7PM-7AM) yes  no

Road Closures yes  no If yes, describe the location, timing, duration, and whether abutters will have access during road closures.

Parking Restrictions  yes  no If yes, describe the location and estimated number of spaces affected and the timing and duration of parking restrictions. WILL TAKE 4 NON-METERED PARKINGS SPACES PER DAY

Resident Access Restrictions yes  no If yes, describe the residents affected, and the timing and duration of access restrictions.

Service Interruptions yes  no If yes, describe the customers affected, and the timing and duration of service interruptions.

Service Replacements yes  no If yes, describe the customers affected, and whether the service replacements are underground or overhead.

Gas leak(s) within the project limits or abutting streets yes/no If yes, describe the number, location and grade of gas leak(s). N/A



Gas Leak Investigation

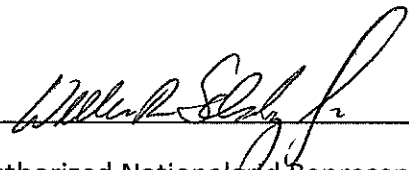
Utility requesting Grant of Location: EVERSOURCE

Location of investigation: WESTBOURNE TER - SEE ATTACHED PLAN DATED 2/5/24

Date of investigation: 3-1-2024

Gas leak within project limits or abutting street (yes/no) If yes, grade and location of gas leak(s). \_\_\_\_\_

Anticipated date of repair if required \_\_\_\_\_

  
\_\_\_\_\_  
Authorized Nationalgrid Representative

3-1-2024  
\_\_\_\_\_  
Date

Please return to: Karen Hersey  
Brookline Engineering  
333 Washington Street  
Brookline, MA 02445

3.I.

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES

Town of Brookline, Massachusetts, April 23, 2024

WHEREAS, NStar Electric Company d/b/a Eversource Energy has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that NStar Electric Company d/b/a Eversource Energy be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Westbourne Terrace – conduit running northerly from MH3755 at the intersection with Beacon Street a distance of about 154 feet to MH9531 and southerly from MH9531 a distance of about 18 feet to Pole 161/2 W.O.# 15962266

Substantially as shown on a plan made by T. Thibault dated February 5, 2024 on file with said petition.

All construction work under this Order shall be in accordance with the following conditions:

- 1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Select Board or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Select Board, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

1 \_\_\_\_\_
2 \_\_\_\_\_ Select Board
3 \_\_\_\_\_ Members of the
4 \_\_\_\_\_ Town of Brookline
5 \_\_\_\_\_

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Select Board to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on April 17, 2024, at the Town Hall in said Town.

1 \_\_\_\_\_
2 \_\_\_\_\_ Select Board
3 \_\_\_\_\_ Members of the
4 \_\_\_\_\_ Town of Brookline
5 \_\_\_\_\_

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Select Board of the Town of Brookline Massachusetts, duly adopted on April 23, 2024, and recorded with the records of location Orders of said Town, Book 2024 \_\_\_\_\_, Page \_\_\_\_\_, and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: \_\_\_\_\_
Clerk of the Town of Brookline, Massachusetts

3.I.

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES

Town of Brookline, Massachusetts, April 23, 2024

WHEREAS, NStar Electric Company d/b/a Eversource Energy has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that NStar Electric Company d/b/a Eversource Energy be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Westbourne Terrace – conduit running northerly from MH3755 at the intersection with Beacon Street a distance of about 154 feet to MH9531 and southerly from MH9531 a distance of about 18 feet to Pole 161/2 W.O.# 15962266

Substantially as shown on a plan made by T. Thibault dated February 5, 2024 on file with said petition.

All construction work under this Order shall be in accordance with the following conditions:

- 1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Select Board or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Select Board, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

1 \_\_\_\_\_
2 \_\_\_\_\_ Select Board
3 \_\_\_\_\_ Members of the
4 \_\_\_\_\_ Town of Brookline
5 \_\_\_\_\_

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1 \_\_\_\_\_
2 \_\_\_\_\_ Select Board
3 \_\_\_\_\_ Members of the
4 \_\_\_\_\_ Town of Brookline
5 \_\_\_\_\_

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Attest: \_\_\_\_\_
Clerk of the Town of Brookline, Massachusetts

3.I.

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES

Town of Brookline, Massachusetts, April 23, 2024

WHEREAS, NStar Electric Company d/b/a Eversource Energy has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that NStar Electric Company d/b/a Eversource Energy be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Westbourne Terrace – conduit running northerly from MH3755 at the intersection with Beacon Street a distance of about 154 feet to MH9531 and southerly from MH9531 a distance of about 18 feet to Pole 161/2 W.O.# 15962266

Substantially as shown on a plan made by T. Thibault dated February 5, 2024 on file with said petition.

All construction work under this Order shall be in accordance with the following conditions:

- 1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Select Board or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Select Board, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

1 \_\_\_\_\_
2 \_\_\_\_\_ Select Board
3 \_\_\_\_\_ Members of the
4 \_\_\_\_\_ Town of Brookline
5 \_\_\_\_\_

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Select Board to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on April 17, 2024, at the Town Hall in said Town.

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Attest: \_\_\_\_\_
Clerk of the Town of Brookline, Massachusetts

# 3.I.

## ORDER FOR LOCATION FOR CONDUITS AND MANHOLES

### Town of Brookline, Massachusetts, April 23, 2024

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Westbourne Terrace – conduit running northerly from MH3755 at the intersection with Beacon Street a distance of about 154 feet to MH9531 and southerly from MH9531 a distance of about 18 feet to Pole 161/2 W.O.# 15962266**

Substantially as shown on a plan made by **T. Thibault** dated **February 5, 2024** on file with said petition.

#### All construction work under this Order shall be in accordance with the following conditions:

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Select Board or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
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Attest: \_\_\_\_\_  
Clerk of the Town of Brookline, Massachusetts



**TOWN OF BROOKLINE**  
*Massachusetts*

**DEPARTMENT OF PUBLIC WORKS**

April 5, 2024

*Erin Chute*  
Commissioner

1614 BEACON STREET CONDOMINIUM,  
C/O ROMNEY LADERBERG, 1614 BEACON ST #2  
BROOKLINE, MA 02446

Dear Property Owner:

Attached you will find a notice of a public hearing to be held on the petition of NStar Electric Company d/b/a Eversource Energy (Eversource) to install underground conduit in Westbourne Terrace near your property.

Eversource has requested the location to provide electric service to 1618 Beacon Street. Eversource is proposing to run new conduit in Westbourne Terrace northerly from MH3755 at the intersection with Beacon Street a distance of about 154 feet to MH9531 and southerly from MH9531 a distance of about 18 feet to Pole 161/2.

If you have no objection to the granting of this location, it is not necessary for you to attend the hearing.

If you have any questions regarding this hearing, you may contact Karen Hersey in the Engineering/Transportation Division at 617-264-6464.

Sincerely,

Erin Chute  
Commissioner of Public Works

Cc: Town Meeting Members Precinct 11

## 3.I.

### TOWN OF BROOKLINE

---

#### PUBLIC HEARING

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.) you are hereby notified that a public hearing will be held in Room 111 of the Town Hall, 333 Washington Street, Brookline, with remote participation via Zoom on **April 17, 2024 at approximately 10:00 AM** upon the petition of **NStar Electric Company d/b/a Eversource Energy** for permission to construct, and a location for, such a line of conduits and manholes with the necessary cables therein under the following public way(s):

**Westbourne Terrace – conduit running northerly from MH3755 at the intersection with Beacon Street a distance of about 154 feet to MH9531 and southerly from MH9531 a distance of about 18 feet to Pole 161/2**

Registration information is provided at [www.brooklinema.gov/calendar](http://www.brooklinema.gov/calendar) under the April 17, 2024 Select Board licensing hearing details. After registering, you will receive a confirmation email containing information about joining the webinar.

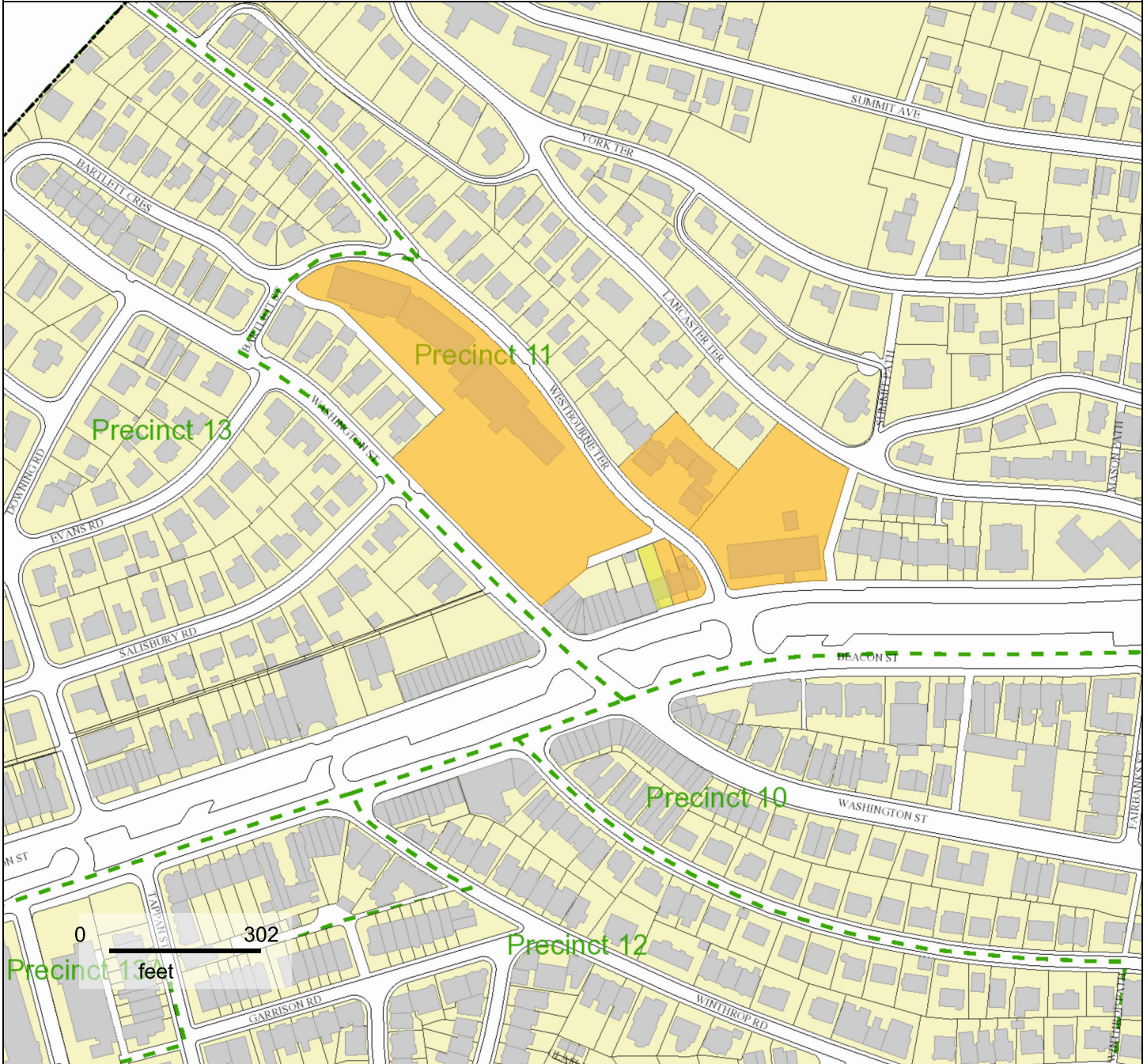
#### SELECT BOARD

By: Charles Carey  
Town Administrator

NStar Electric Company d/b/a  
Eversource Energy  
1165 Massachusetts Avenue  
Dorchester, MA 02125  
Attn: Kelly-Ann Correia

Department of Public Works:  
Engineering Division  
Highway Division

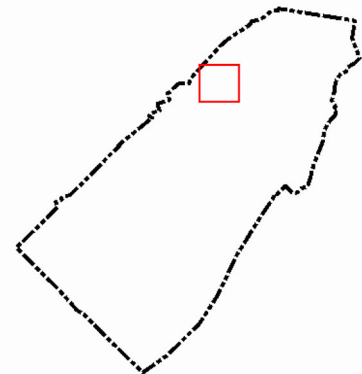
# Town of Brookline



Property ID      092 0300  
 Address        1618 BEACON ST  
 Owner         1618 BEACON STREET DEVELOPMENT LLC,



Disclaimer: The information shown on this map is from the Brookline Geographic Information System (GIS) Database. The Town of Brookline makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability, or the accuracy of the GIS data and GIS data products furnished by the Town, including the implied validity of any uses of such data.  
 This application is intended for reference only. For certified parcel information please contact the Town of Brookline Assessors Office.





### 3.I.

1614 BEACON STREET CONDOMINIUM,  
C/O ROMNEY LADERBERG,  
1614 BEACON ST #2  
BROOKLINE, MA 02446

1616 BEACON ST LLC,  
23 ST MARYS CT  
BROOKLINE, MA 02446

1618 BEACON STREET DEVELOPMENT  
LLC,  
661 TREMONT ST  
BOSTON, MA 02118-

TERRACE COURT CONDO TRUST,  
C/O LUNDGREN MGMT GROUP INC,  
121 CAPTAINS ROW  
CHELSEA, MA 02150

TOWN OF BROOKLINE,  
C/O DRISCOLL SCHOOL &  
PLAYGROUND,  
333 WASHINGTON ST  
BROOKLINE, MA 02445

WASHINGTON ON THE SQUARE  
CONDO,  
C/O NORDIC PROPERTIES,  
15 THIRD AVE  
BURLINGTON, MA 01803

DAVID LOWE  
177 MASON TER  
BROOKLINE, MA 02446

SHANNA GIORA-GORFAJN  
66 WINCHESTER ST Unit 101  
BROOKLINE, MA 02446

DAVID LESCOHIER  
50 WINCHESTER ST Unit 103  
BROOKLINE, MA 02446

MARTHA GRAY  
113 SUMMIT AVE  
BROOKLINE, MA 02446

JOSHUA BLOUWOLFF  
63 SUMMIT AVE Unit 1  
BROOKLINE, MA 02446

JENNIFER GOLDSMITH  
148 JORDAN RD  
BROOKLINE, MA 02446

SHIRA FISCHER  
76 SUMMIT AVE  
BROOKLINE, MA 02446

REBECCA MAUTNER  
12 YORK TER Unit 1  
BROOKLINE, MA 02446

ZSUZSANNA KALDY  
36 SUMMIT AVE Unit 3  
BROOKLINE, MA 02446

JONATHAN GOLDEN  
1450 BEACON ST Unit 301  
BROOKLINE, MA 02446

ANNE WEAVER  
87 MASON TER Unit 2  
BROOKLINE, MA 02446

LISA SHATZ  
252 SUMMIT AVE  
BROOKLINE, MA 02446

KENNETH LEWIS  
232 SUMMIT AVE Unit W103  
BROOKLINE, MA 02446

LEONARD WHOLEY  
119 LANCASTER TER  
BROOKLINE, MA 02446

DAVID POLLAK  
112 LANCASTER TER  
BROOKLINE, MA 02446

## 3.I.

### TOWN OF BROOKLINE

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#### PUBLIC HEARING

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**Westbourne Terrace – conduit running northerly from MH3755 at the intersection with Beacon Street a distance of about 154 feet to MH9531 and southerly from MH9531 a distance of about 18 feet to Pole 161/2**

Registration information is provided at [www.brooklinema.gov/calendar](http://www.brooklinema.gov/calendar) under the April 17, 2024 Select Board licensing hearing details. After registering, you will receive a confirmation email containing information about joining the webinar.

#### SELECT BOARD

By: Charles Carey  
Town Administrator

NStar Electric Company d/b/a  
Eversource Energy  
1165 Massachusetts Avenue  
Dorchester, MA 02125  
Attn: Kelly-Ann Correia

Department of Public Works:  
Engineering Division  
Highway Division



TOWN OF BROOKLINE

*Massachusetts*

DEPARTMENT OF PUBLIC WORKS

April 8, 2024

*Erin Chute*  
Commissioner

Select Board  
Town Hall  
Brookline, MA 02445

RE: Petition for conduit location

Dear Select Board Members,

Enclosed you will find a petition of Verizon New England, Inc. (Verizon) to install underground conduit in Fisher Avenue that requires action by your Board.

Verizon and has requested the location to provide new services to new construction. Verizon is proposing to run new conduit in Fisher Avenue northeasterly a distance of 38 feet from existing pole, P.12 on the westerly side of Fisher Avenue across the street to 123 Fisher Avenue.

Statutory seven day notices have been sent to the abutting property owners for a hearing that has been scheduled for April 17, 2024 at approximately 10:00 AM.

Very truly yours,

Erin Chute  
Commissioner of Public Works

Enc.

**PETITION FOR CONDUIT LOCATION**

To the **Select Board**

in **BROOKLINE**, Massachusetts

VERIZON NEW ENGLAND INC. request permission to lay and maintain underground conduits, with the wires and cables to be placed therein, under the surface of the following public way or ways:

**Fisher Avenue:**

**Place one new four-inch (4") conduit ±38' northeasterly from existing pole, P.12, which is situated on the westerly side of Fisher Avenue across the street to private property at 123 Fisher Avenue.**

**This petition is necessary in order provide new services to new construction.**

Also, for permission to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Plan marked-VZ N.E. Inc. No. **1A6VR6B** dated **March 26, 2024** showing location of conduit to be constructed is filed herewith.

VERIZON NEW ENGLAND INC.

By *Karen Levesque*  
Karen Levesque  
Manager - Rights of Way

Dated this 26th day of March, 2024.

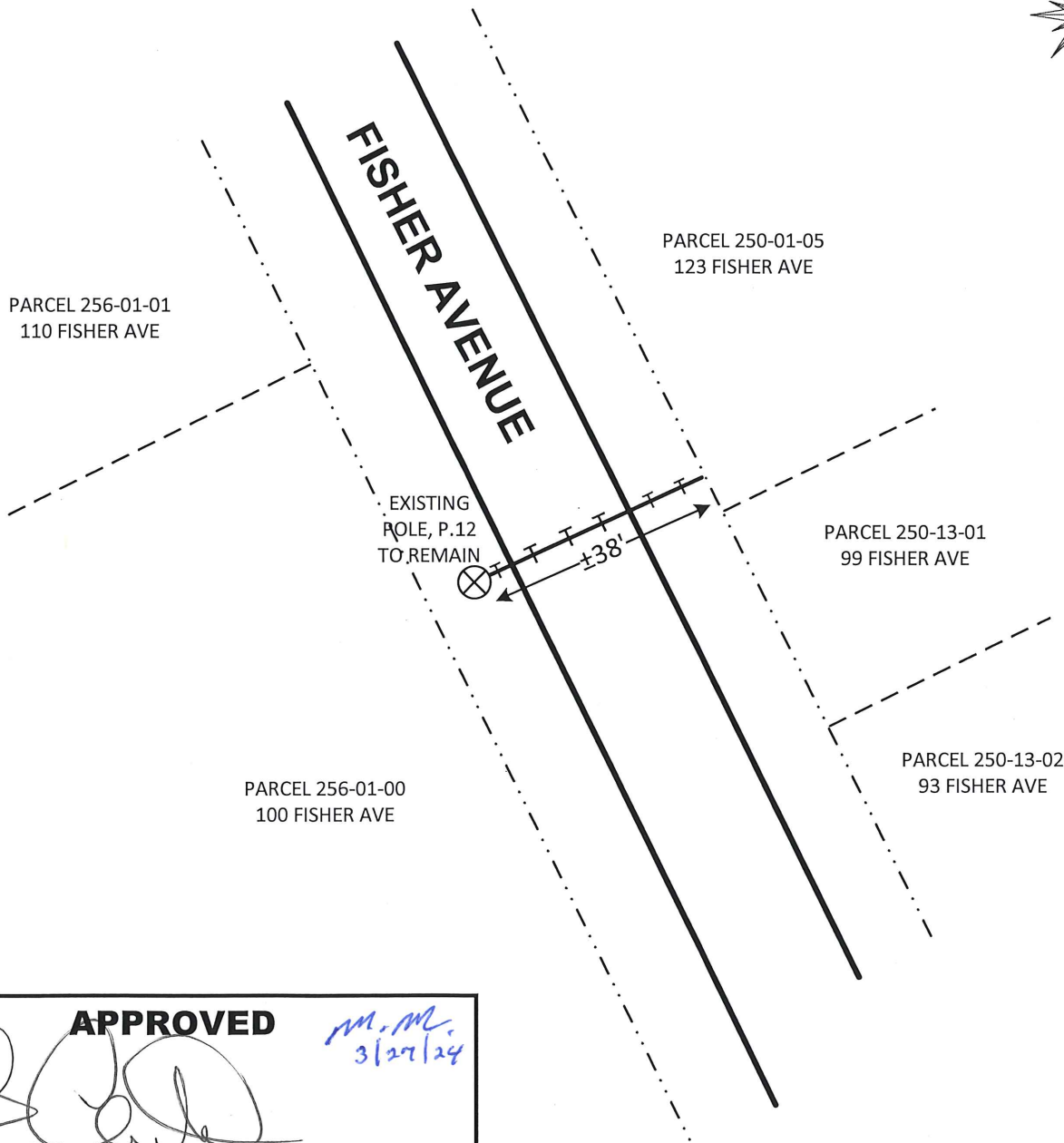
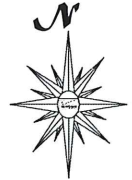


PETITION PLAN

MUNICIPALITY BROOKLINE VZ N.E. Inc. No. 1A6VR6B

VERIZON NEW ENGLAND INC. DATE : March 26, 2024

SHOWING PROPOSED INSTALLATION OF CONDUIT ON FISHER AVENUE



**APPROVED**

*M.M.  
3/27/24*

COMMISSIONER OF PUBLIC WORKS

NOT TO SCALE

LEGEND

- PROPERTY LINE
- EDGE OF PAVEMENT
- EDGE OF ROADWAY

- EXISTING POLE TO REMAIN
- PROPOSED CONDUIT TO BE INSTALLED

# 3.J.

## Town of Brookline, Massachusetts Project Information for Grant of Location Request

Utility Company Verizon New England Inc

Work Order Number 1A6VR6B Petition Date 3/26/2024

Street Extents  
FISHER AVENUNE ACROSS FROM 123 FISHER AVENUE

Project Description Place one new four-inch (4") conduit ±38' northeasterly from existing pole, P.12, which is situated on the westerly side of Fisher Avenue across the street to private property at 123 Fisher Avenue.  
This petition is necessary in order provide new services to new construction.

Estimated Start Date within 30 days of being approved Expected Duration 2 days

Days and Hours of Work 7am-3pm weekdays unless otherwise directed by DPW

Noise By-Law Waiver (required for work between 7PM-7AM) yes /  no

Road Closures yes /  no If yes, describe the location, timing, duration, and whether abutters will have access during road closures. \_\_\_\_\_

Parking Restrictions yes /  no If yes, describe the location and estimated number of spaces affected and the timing and duration of parking restrictions. \_\_\_\_\_

Resident Access Restrictions yes /  no If yes, describe the residents affected, and the timing and duration of access restrictions. \_\_\_\_\_

Service Interruptions yes /  no If yes, describe the customers affected and the timing and duration of service interruptions. \_\_\_\_\_

Service Replacements yes /  no If yes, describe the customers affected and whether the service replacements are underground or overhead. \_\_\_\_\_

Gas Leak Investigation

Utility requesting Grant of Location: VERIZON

Location of investigation: FISHER AVE - SEE ATTACHED PLAN DATED 3/26/24

Date of investigation: 4.6.2024

Gas leak within project limits or abutting street (yes/no). If yes, grade and location of gas leak(s). \_\_\_\_\_

Anticipated date of repair if required \_\_\_\_\_

  
\_\_\_\_\_  
Authorized Nationalgrid Representative

04/06/2024  
Date

Please return to: Karen Hersey  
Brookline Engineering  
333 Washington Street  
Brookline, MA 02445

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES

Town of Brookline, Massachusetts, April 23, 2024

WHEREAS, Verizon New England, Inc. has petitioned for permission to lay and maintain underground conduits and manholes for the distribution of telecommunications services under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that Verizon New England, Inc. be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Fisher Avenue – conduit running northeasterly a distance of 38 feet from existing pole, P.12 on the westerly side of Fisher Avenue across the street to 123 Fisher Avenue

Substantially as shown on a plan made by Verizon dated March 26, 2024 on file with said petition.

All construction work under this Order shall be in accordance with the following conditions:

- 1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Select Board or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
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Attest: \_\_\_\_\_
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ORDER FOR LOCATION FOR CONDUITS AND MANHOLES

Town of Brookline, Massachusetts, April 23, 2024

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Town of Brookline, Massachusetts, April 23, 2024

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4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Select Board, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

1 \_\_\_\_\_
2 \_\_\_\_\_ Select Board
3 \_\_\_\_\_ Members of the
4 \_\_\_\_\_ Town of Brookline
5 \_\_\_\_\_

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Select Board to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on April 17, 2024, at the Town Hall in said Town.

1 \_\_\_\_\_
2 \_\_\_\_\_ Select Board
3 \_\_\_\_\_ Members of the
4 \_\_\_\_\_ Town of Brookline
5 \_\_\_\_\_

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Select Board of the Town of Brookline Massachusetts, duly adopted on April 17, 2024, and recorded with the records of location Orders of said Town, Book 2024 \_\_\_\_\_, Page \_\_\_\_\_, and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: \_\_\_\_\_
Clerk of the Town of Brookline, Massachusetts

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES

Town of Brookline, Massachusetts, April 23, 2024

WHEREAS, Verizon New England, Inc. has petitioned for permission to lay and maintain underground conduits and manholes for the distribution of telecommunications services under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that Verizon New England, Inc. be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Fisher Avenue – conduit running northeasterly a distance of 38 feet from existing pole, P.12 on the westerly side of Fisher Avenue across the street to 123 Fisher Avenue

Substantially as shown on a plan made by Verizon dated March 26, 2024 on file with said petition.

All construction work under this Order shall be in accordance with the following conditions:

- 1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Select Board or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Select Board, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

1 \_\_\_\_\_
2 \_\_\_\_\_ Select Board
3 \_\_\_\_\_ Members of the
4 \_\_\_\_\_ Town of Brookline
5 \_\_\_\_\_

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Select Board to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on April 17, 2024, at the Town Hall in said Town.

1 \_\_\_\_\_
2 \_\_\_\_\_ Select Board
3 \_\_\_\_\_ Members of the
4 \_\_\_\_\_ Town of Brookline
5 \_\_\_\_\_

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Select Board of the Town of Brookline Massachusetts, duly adopted on April 17, 2024, and recorded with the records of location Orders of said Town, Book 2024 \_\_\_\_\_, Page \_\_\_\_\_, and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: \_\_\_\_\_
Clerk of the Town of Brookline, Massachusetts



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
April 5, 2024

*Erin Chute*  
Commissioner

FEUERMAN, JEFFREY  
93 FISHER AVE  
BROOKLINE, MA 02445

Dear Property Owner:

Attached you will find a notice of a public hearing to be held on the petition of Verizon New England, Inc. (Verizon) to install underground conduit near your property.

Verizon has requested the relocation to provide new services to new construction. Verizon is proposing to run new conduit in Fisher Avenue northeasterly a distance of 38 feet from existing pole, P.12 on the westerly side of Fisher Avenue across the street to 123 Fisher Avenue.

If you have no objection to the granting of this location, it is not necessary for you to attend the hearing.

If you have any questions regarding this hearing, you may contact Karen Hersey in the Engineering/Transportation Division at 617-264-6464.

Sincerely,

Erin Chute  
Commissioner of Public Works

Cc: Town Meeting Members Precinct 14

**TOWN OF BROOKLINE**

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**PUBLIC HEARING**

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.) you are hereby notified that a public hearing will be held in Room 111 of the Town Hall, 333 Washington Street, Brookline, with remote participation via Zoom on **April 17, 2024 at approximately 10:00 AM** upon the petition of **Verizon New England, Inc.** for permission to construct, and a location for, such a line of conduits and manholes with the necessary cables therein under the following public way(s):

**Fisher Avenue – conduit running northeasterly a distance of 38 feet from existing pole, P.12 on the westerly side of Fisher Avenue across the street to 123 Fisher Avenue**

Registration information is provided at [www.brooklinema.gov/calendar](http://www.brooklinema.gov/calendar) under the April 17, 2024 Select Board licensing hearing details. After registering, you will receive a confirmation email containing information about joining the webinar.

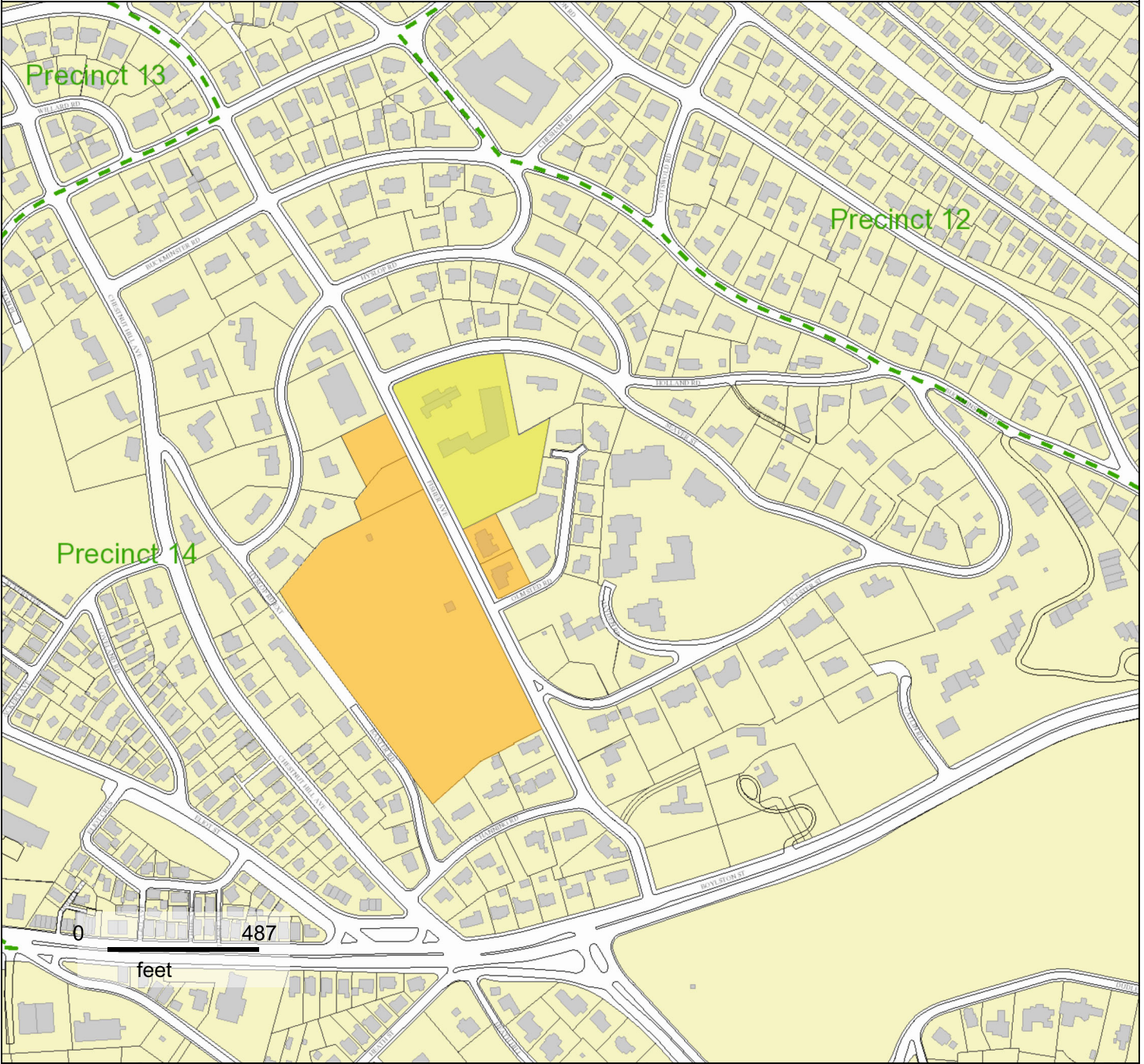
SELECT BOARD

By: Charles Carey  
Town Administrator

Verizon New England, Inc.  
125 Lundquist Drive  
Braintree, MA 02184  
Attn: Gabriel Albisu

Department of Public Works:  
Engineering Division  
Highway Division

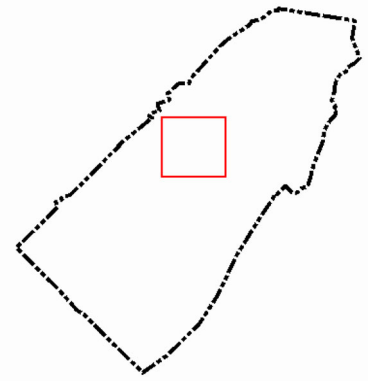
# Town of Brookline



Property ID      250 0105  
 Address        123 FISHER AVE  
 Owner           WELL BALFOUR  
                       BROOKLINE  
                       LANDLORD LLC,



Disclaimer: The information shown on this map is from the Brookline Geographic Information System (GIS) Database. The Town of Brookline makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability, or the accuracy of the GIS data and GIS data products furnished by the Town, including the implied validity of any uses of such data.  
 This application is intended for reference only. For certified parcel information please contact the Town of Brookline Assessors Office.



### 3.J.

FEUERMAN, JEFFREY  
93 FISHER AVE  
BROOKLINE, MA 02445

GODHWANI, SANJAY & VALERIE A  
99 FISHER AVE  
BROOKLINE, MA 02445

TOWN OF BROOKLINE,  
C/O BOARD OF SELECTMEN,  
333 WASHINGTON ST  
BROOKLINE, MA 02445

TOWN OF BROOKLINE,  
C/O TREASURERS OFFICE,  
333 WASHINGTON ST  
BROOKLINE, MA 02445

TOWN OF BROOKLINE,  
C/O TREASURERS OFFICE,  
333 WASHINGTON ST  
BROOKLINE, MA 02445

WELL BALFOUR BROOKLINE LANDLORD  
LLC,  
4500 DORR ST  
TOLEDO, OH 43615-

YOUKAVET SAMIH  
1799 BEACON ST Unit 1  
BROOKLINE, MA 02445

SHAARI MITTEL  
309 BUCKMINSTER RD  
BROOKLINE, MA 02445

CARLOS RIDRUEJO  
16 HOLLAND RD  
BROOKLINE, MA 02445

PAMELA LODISH  
120 SEAVER ST Unit C202  
BROOKLINE, MA 02445

PAULA FRIEDMAN  
170 HYSLOP RD  
BROOKLINE, MA 02445

ROGER LIPSON  
622 CHESTNUT HILL AVE  
BROOKLINE, MA 02445

RICHARD FREDKIN  
166 HYSLOP RD  
BROOKLINE, MA 02445

SAMI ZELKHA  
228 DEAN RD  
BROOKLINE, MA 02445

LYNDA ROSEMAN  
49 ACKERS AVE  
BROOKLINE, MA 02445

KATHLEEN O'CONNELL  
59 ACKERS AVE Unit 2  
BROOKLINE, MA 02445

JESSE HEFTER  
653 CHESTNUT HILL AVE  
BROOKLINE, MA 02445

SHARON SCHOFFMANN  
6 ELIOT CRES Unit 1  
BROOKLINE, MA 02467

SASSAN ZELKHA  
1799 BEACON ST Unit 1  
BROOKLINE, MA 02445

**TOWN OF BROOKLINE**

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**PUBLIC HEARING**

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.) you are hereby notified that a public hearing will be held in Room 111 of the Town Hall, 333 Washington Street, Brookline, with remote participation via Zoom on **April 17, 2024 at approximately 10:00 AM** upon the petition of **Verizon New England, Inc.** for permission to construct, and a location for, such a line of conduits and manholes with the necessary cables therein under the following public way(s):

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SELECT BOARD

By: Charles Carey  
Town Administrator

Verizon New England, Inc.  
125 Lundquist Drive  
Braintree, MA 02184  
Attn: Gabriel Albisu

Department of Public Works:  
Engineering Division  
Highway Division



## **Alteration of Premises**

Applicant:       Stoked Pizza Brookline LLC  
DBA:             Stoked Pizza  
Location:        1632 Beacon Street

### **Application Details:**

Question of approving the application for an alteration of licensed premises for an All Alcohol License for Stoked Pizza Brookline LLC d/b/a Stoked Pizza at 1632 Beacon Street. Expanding its alcohol license to include outdoor dining.

### **Reports (Attached):**

Police Department (Approved)

MEMORANDUM

TO: Jennifer Paster, Chief of Police  
FROM: Charles Carey, Town Administrator  
RE: Alteration of Premises  
DATE: March 12, 2024

---

May we please have reports on the attached application:

Applicant: Stoked Pizza Brookline LLC.  
DBA: Stoked Pizza  
License Type: All Alcohol  
Location: 1632 Beacon Street

**Application Details:**

Question of approving the application for an alteration of licensed premises for an All Alcohol License for Stoked Pizza Brookline LLC d/b/a Stoked Pizza at 1632 Beacon Street. Expanding its alcohol license to include outdoor dining.

This application is scheduled to go before the Board on **April 17, 2024**. May we please have the reports no later than **April 5, 2024**.

Thank you.

## Checklist for Alteration of Premises



- Filing Fee** receipt paid to the Alcoholic Beverages Control Commission
- Monetary Transmittal Form**
- Alteration of Premises/Change of Location Application**
- Vote of Corporate Board**
- Supporting Financial Records**
- Legal Right to Occupy, a lease or deed**
- Floor Plans** (*Plans must be stamped by an architect*)

- 
- Report from Brookline Police**
  - Report from Building**
  - Report from Fire**
  - Report from Health**



**BROOKLINE POLICE DEPARTMENT**

*Brookline, Massachusetts*

**JENNIFER PASTER  
CHIEF OF POLICE**

To: Chief Jennifer Paster

From: Lieutenant Derek Hayes

Re: Stoked Pizza Brookline LLC., d/b/a Stoked Pizza - Alteration of Licensed Promises

Date: March 26, 2024

---

Chief,

Stoked Pizza Brookline LLC., d/b/a Stoked Pizza is located at 1632 Beacon Street and has an all kinds of alcohol license. They have applied for an alteration of their licensed premises which would allow for outdoor dining.

A CAD search revealed no negative information. This business is in good standing with this office.

I find no reason to deny their request.

Respectfully submitted,

Lieutenant Derek Hayes





Adam R. Barnosky  
 Ext.: 219  
 E-mail: arb@riw.com

February 29, 2024

**VIA FED EX OVERNIGHT**

Tiffany Souza, Licensing Specialist  
 Select Board Office  
 Brookline Town Hall, 6<sup>th</sup> Floor  
 333 Washington Street  
 Brookline, MA 02445

**Re: Application for Alteration of Premises**

**Licensee:** Stoked Pizza Brookline LLC d/b/a Stoked Pizza  
**Address:** 1632 Beacon Street, Brookline, MA 02446  
**License Category:** M.G.L. 138 Sec 12 (On-Premises) All Alc. Beverages  
**ABCC License #** 01188-RS-0148  
**Brookline License #** LN-2017-0336

Dear Ms. Souza:

I write on behalf of Stoked Pizza Brookline LLC d/b/a Stoked Pizza (the “**Licensee**”) regarding the restaurant located at 1632 Beacon Street, Brookline, MA 02446 (the “**Licensed Premises**”). Enclosed is an application for an Alteration of Premises, pursuant to the rules and regulations of the Town of Brookline and Alcoholic Beverages Control Commission (the “**Application**”).

**Application Summary:**

The Licensee seeks to alter the Licensed Premises with the addition of contiguous outdoor space on public property owned by the Town of Brookline and lawfully used by the Licensee pursuant that certain "Outdoor Seating Sublicense" granted by the Town. This amendment includes outdoor seating on public property, including six (6) seats on sidewalk and twenty four (24) seats on-street in designated parking spaces. The Licensee has operated under this configuration for several years under the temporary outdoor seating approvals allowed and authorized during COVID-19. The Licensee seeks to make the temporary seating permanent by way of this amendment and requisite approvals by the Town and ABCC.

**Application Materials:**

- a. Retail Transmittal Form
- b. ABCC Payment Confirmation
- c. Application for Amendment – Alteration of Premises
- d. Applicant’s Statement

### 3.K.

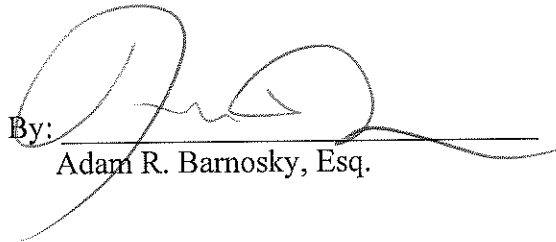
- e. Entity Vote
- f. MA Department of Unemployment Assistance Certificate of Compliance
- g. MA Department of Revenue Certificate of Good Standing
- h. Town of Brookline Outdoor Seating Sub-License
- i. Floor Plan
- j. Barrier/Framing Schematics & Overview

Kindly let me know if any further information is required, including any local hearing fees. We respectfully request this matter be for a public hearing before the Select Board at its next available meeting. Please provide the date when determined so that we may proceed with applicable notice and publication requirements.

Thank you for your attention to this matter. If you have any questions or concerns, please feel free to contact me by email or at (617) 570-3519 or [arb@riw.com](mailto:arb@riw.com).

Very truly yours,

RUBERTO, ISRAEL & WEINER, P.C.

By:   
Adam R. Barnosky, Esq.

Enclosure

cc: Toirm Miller, Stoked Pizza Brookline LLC

### 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.



Transaction Processed Successfully.

INVOICE #: 271b9568-eed2-459f-abdc-686dffee9aca

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Stoked Pizza Brookline LLC 01188-RS-0148	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 2/29/2024 11:34:07 AM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

**License Number or Business Name:**  
Stoked Pizza Brookline LLC 01188-RS-0148

**Fee Type:**  
FILING FEES-RETAIL

#### Billing Information

**First Name:**  
Russell

**Last Name:**  
Stein

**Address:**  
255 State Street

**City:**  
Boston

**State:**  
MA

**Zip Code:**  
02109

**Email Address:**  
arb@riw.com



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

**AMENDMENT-Change or Alteration of Premises Information**

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)** 01188-RS-0148

**ENTITY/ LICENSEE NAME** STOKED PIZZA BROOKLINE LLC

**ADDRESS** 1632 BEACON STREET

**CITY/TOWN** BROOKLINE     **STATE** MA     **ZIP CODE** 02446

For the following transactions (Check all that apply):

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> New License                  | <input type="checkbox"/> Change Corporate Name                      | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)                                 | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License          | <input type="checkbox"/> Change of DBA                              | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)                          | <input type="checkbox"/> Change of Hours                              |
| <input type="checkbox"/> Change of Manager            | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)                         | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Officers/Directors | <input type="checkbox"/> Change of Location                         | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder                               | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Ownership Interest | <input type="checkbox"/> Other                                      | <span style="border: 1px solid black; display: inline-block; width: 200px; height: 15px;"></span> |   |

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

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





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

**AMENDMENT-Change or Alteration of Premises Information**

**Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
STOKED PIZZA BROOKLINE LLC	BROOKLINE	01188-RS-0148

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

The licensee seeks to alter the licensed premises with the addition of contiguous outdoor space on public property owned by the Town of Brookline and lawfully used by the licensee pursuant that certain "Outdoor Seating Sublicense" granted by the Town."

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Adam Barnosky	Attorney	arb@riw.com	617-686-6556

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

This amendment includes outdoor seating on public property, including six seats on sidewalk and twenty four seats onstreet in designated parking spaces. The licensee has operated under this configuration for several years under the temporary outdoor seating approvals allowed and authorized during COVID-19. The licensee seeks to make the temporary seating permanent

**2B. PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

[SAME AS ON FILE, with amendment to add: "with outdoor seating on public property, including six seats on sidewalk and twenty four seats onstreet in designated parking spaces"

Total Sq. Footage	no change	Seating Capacity	no change
Occupancy Number	no change	Number of Entrances	no change
Number of Exits	no change	Number of Floors	no change

3 K.  
AMENDMENT-Change or Alteration of Premises Information

**3. CHANGE OF LOCATION**

**3A. PREMISES LOCATION**

Last-Approved Street Address

Proposed Street Address

**3B. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

**3C. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Lease

Landlord Name

No Change/Same as On File

Landlord Phone

No Change/Same as On File

Landlord Email

No Change/Same as On File

Landlord Address

No Change/Same as On File

Lease Beginning Date

No Change/Same as On File

Rent per Month

No Change/Same as On File

Lease Ending Date

No Change/Same as On File

Rent per Year

No Change/Same as On File

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

Yes  No

**4. FINANCIAL DISCLOSURE**

Associated 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):

Associated Cost(s):

N/A
-----

**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
	N/A
<b>Total:</b>	N/A

**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.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### 3.K.

#### APPLICANT'S STATEMENT

I, Toirm Miller the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory


of Stoked Pizza Brookline, LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises 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:

2/6/2024

Title:

Manager

**ENTITY VOTE**

The Board of Directors or LLC Managers of   
Entity Name

duly voted to apply to the Licensing Authority of  and the  
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

Alteration of Licensed Premises

Change of Location

Other

“VOTED: To authorize   
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

For Corporations ONLY

A true copy attest,

A true copy attest,

  
\_\_\_\_\_  
Corporate Officer /LLC Manager Signature

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

3.K.

Department of Unemployment Assistance  
Commonwealth of Massachusetts  
Executive Office of Labor & Workforce Development



**Certificate of Compliance**

Date: March 1, 2024

Letter ID: L0001744626

Employer ID (FEIN): XX-XXX3500

STOKED PIZZA BROOKLINE LLC  
1632 BEACON ST  
BROOKLINE MA 02446-2201

Certificate ID: L0001744626

The Department of Unemployment Assistance certifies that as of 29-Feb-2024, STOKED PIZZA BROOKLINE LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires on 30-Mar-2024 .

Sincerely,

Katie Dishnica, Director  
Department of Unemployment Assistance

**Questions?**

Revenue Enforcement Unit  
Department of Unemployment Assistance  
Email us: [Revenue.Enforcement@detma.org](mailto:Revenue.Enforcement@detma.org)  
Call us: (617) 626-5750



**CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE**



STOKED PIZZA BROOKLINE LLC  
1632 BEACON ST  
BROOKLINE MA 02446-2201

***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, STOKED PIZZA BROOKLINE LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

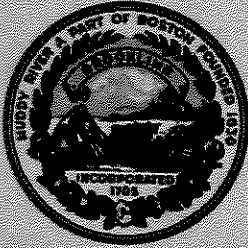
***Visit us online!***

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

Permit No: **ODS-2024-000003**



**THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF BROOKLINE  
Office of the Select Board**

**OUTDOOR SEATING SUB-LICENSE**

This is to certify that the Select Board hereby Grants an outdoor seating sub-license to:

Applicant: **Toirm Miller**

DBA: **STOKED WOOD FIRED PIZZA CO**

For the licensed premises, located at **1632 A BEACON STREET, BROOKLINE, MA 02446**

until **3/31/2023**

This license is granted to, and conditioned on, the licensee's compliance with all applicable federal, state, and local laws, regulations of the licensing authorities, and conditions stated on this license.

Issued: **2/12/2024**

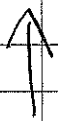
Sidewalk Duration / Seating: Annual/6  
On Street Duration / Seating: Annual/24  
Fee: 1,645.00

Select Board  
By:

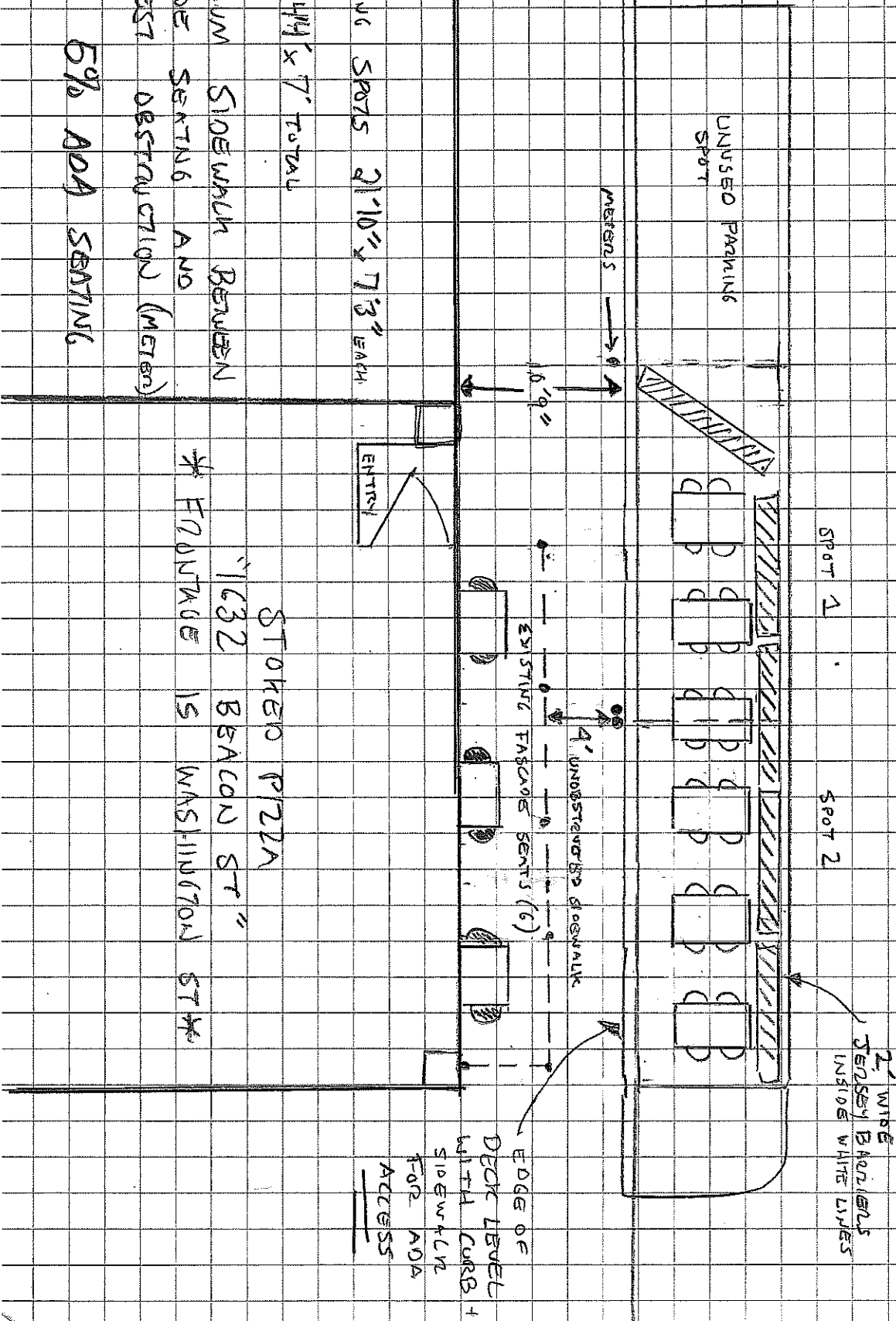
Town Administrator

*Conditions: 1. Licensee is responsible for compliance with requirements of the Town Zoning Bylaws with respect to signage. The Town's Planning & Community Development Department is available for consultation and assistance if there is any question related to signage in Brookline. 2. Licensee is responsible for continued compliance for any conditions attached to their property related to a Board of Appeals decision or a Planning Board sign and facade review. The Town's Planning & Community Development Department is available for consultation and assistance if there is any question related to conditions attached to any Boeard of Appeals or Planning Board decision.*





WASHINGTON ST →



2' PARKING SPOTS 21'10" x 7'3" LEATH  
 APPROX 44' x 7' TOTAL

4' MINIMUM SIDEWALK BETWEEN  
 ESCAPE SEATING AND  
 NEAREST OBSTRUCTION (METERS)

MINIMUM 5% ADA SEATING

STORERO PIZZA  
 1632 BALCON ST  
 \* FRONTAGE IS WASHINGTON ST \*

EDGE OF  
 DECK LEVEL  
 WITH CURB +  
 SIDEWALK  
 FOR ADA  
 ACCESS

3.K.

CONCRETE ROOF

ALL FRAMING BY LICENSED BUILDERS

ALL WORK, MATERIALS PER CODE BY CSI LICENSED CONTRACTOR

T-111  
FRONTS  
SHEATHING  
(SHIP LAP)

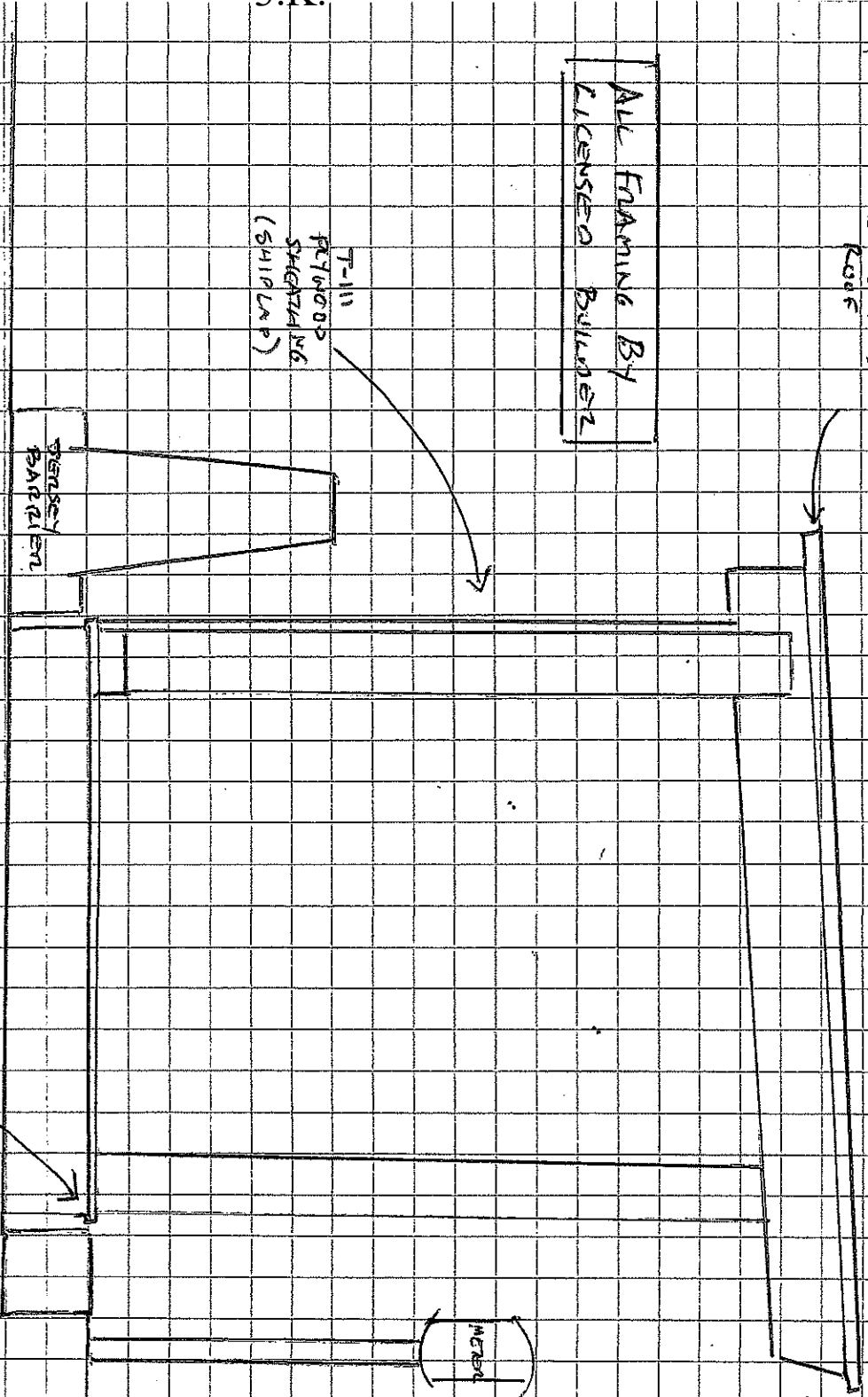
STAIRS  
PARALLEL

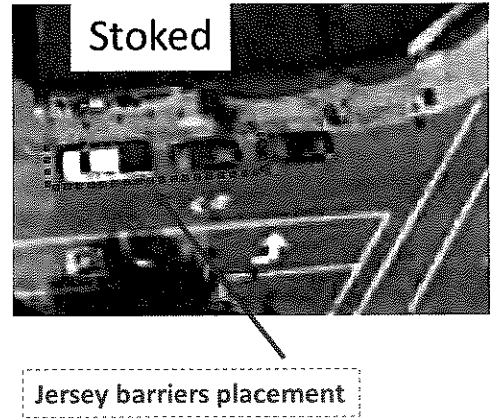
DECK FLOOR CURB  
FLUSH WITH CURB  
AND AT CORNER SPREADS  
HEIGHT

METAL

NOT TO EXTEND  
PAST CURB

1632 Beacon  
STOMED PIZZA





LEASE OF  
 Knapp Enterprises, LLC  
 and  
 Stocked Pizza Brookline, LLC

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## L E A S E

THIS INSTRUMENT IS A LEASE, dated as of December \_\_\_\_, 2015, in which the Landlord and the Tenant are the parties hereinafter named, and which relates to space in the building located at 1624-1632 Beacon Street and 701-707 Washington St., Brookline, Massachusetts. The parties to this instrument hereby agree with each other as follows:

## ARTICLE I

## DEFINITIONS AND EXHIBITS

1.1 Definition of Basic Lease Terms. The following constitute definitions of the basic terms used in this Lease.

**Base Rent:**

Lease Years	Annual Basic Rent
January 1, 2016 - December 31, 2018	\$39,000.00

As the same may be adjusted and/or abated pursuant to this Lease.

**Extension of Lease Term:** The Tenant shall have the option to extend the Lease Term for one additional period of 5 years (the "Extension Term") pursuant to the terms of this section, if and only if at the time of exercise, the Lease is in full force and effect and that there is no default under the Lease nor any event which with the passage of time or giving of notice or both would constitute a default under this Lease. The Extension Term shall be on all of the terms and conditions of this Lease except that the basic rent shall be as follows:

### 3.K.

Lease Years	Annual Basic Rent
January 1, 2019 - December 31, 2020	\$48,000.00
January 1, 2020 - December 31, 2023	\$51,000.00

**Building:** The existing buildings owned by Landlord at 1624-1632 Beacon Street and 701-707 Washington St., Brookline, Massachusetts together with the parking area and lands serving the same, which is agreed to be as shown on Exhibit A annexed hereto.

**Commencement Date:** Upon closing of Tenant's purchase of the restaurant business presently located at the Premises from St. Mark Enterprises, Inc

**Common Areas:** The access entrances, the parking lots and that portion of any sidewalks included in the Property.

**Default of Tenant:** As defined in Section 11.1.

**Incidental Use:** Any use that occupies the lesser of (a) 200 square feet of a Tenant's Leasable Floor Area, or (b) five percent (5%) of the sales area in the subject premises.

**Initial Public Liability Insurance:** \$2,000,000 per occurrence (combined single limit) for property damage, bodily injury or death.

**Landlord:** Knapp Enterprises LLC, a Massachusetts limited liability company

**Landlord's Original Address:** P.O. Box 396 Natick, Massachusetts 01760.

**Leasable Floor Area:** The actual number of square feet of floor space within the exterior face of the exterior walls and storefronts of a building (except party and interior walls in which case the center thereof instead of the exterior face shall be used, and except with respect to all entrances and exits as to which the exterior building line shall be used). No deduction shall be made from "Leasable Floor Area" computed under the foregoing definition by

### 3.K.

reason of columns, risers, roof drains, vertical piping or other interior construction or equipment.

**Operating and Tax Expenses:** The operating and tax expenses relating to the Property as further defined in Article VIII.

**Permitted Uses:**

- A. The Tenant shall use the Premises exclusively as a restaurant, with the right to operate all other normal and ancillary activities associated with restaurants, including, but not limited to, and subject to the receipt of all required licenses and permits, full alcoholic beverage service, entertainment, vending machines and take out service. See rider A
- B. The Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or regulation, or any municipal by-law or ordinance in force in the city or town in which the Premises are situated.
- C. The Tenant shall receive and deliver goods and the merchandise only in the manner, at such times and in such areas as may be designated by the Lessor. All common trash, refuse and the like shall be kept in covered containers for removal from the premises and the Building.
- D. The Tenant shall not place on the exterior of the Premises or in the windows of the Premises any signs without the prior written approval of the Lessor, not to be unreasonably withheld. Detailed plans and specifications for any proposed sign must be submitted to the Lessor for approval. To the extent that the Lessor has any right, power or discretion to allocate limited signage amongst the Tenants of the building, the Lessor agrees to do so in a fair and equitable manner.
- E. The Tenant shall not perform any act or carry on any practice which may injure the Premises or any other part of the building, or cause any offensive odors or loud noise, or constitute a nuisance or menace to any other occupant or other persons in the building, and in no event shall any noises or odors be emitted from the Premises.

### 3.K.

- F. If any equipment, fixtures or other work, including without limitation, the installation of any specialized ventilation system, is required in order to comply with this section, then the Tenant shall be solely responsible for the cost, installation and maintenance of such equipment, fixture or work.
- G. The Tenant agrees that it shall continuously operate its business in a first-class manner consistent with reputable business standards and practices so as to produce the maximum volume of sales and to help establish and maintain a high reputation for the building. The Tenant is not obligated to operate during any specific hours.
- H. The Tenant agrees that it and its employees and others connected with the Tenants operations at the premises will abide by all reasonable rules and regulations with respect to the building from time to time established by the Lessor by written notice to the Tenant. There are no written rules and regulations with respect to the building at this time.
- I. The Tenant may extend the use of the premises to other uses closely related to the use specified above in this section, with the Lessors prior written approval.

**Premises:** 1,797 square feet, more or less, (the "Premises") which is agreed to be as shown on Exhibit B annexed hereto known and numbered as 1624-1632 Beacon Street and 701-707 Washington St., Brookline, Massachusetts

**Property:** The Building and the land parcels on which it is located (including adjacent sidewalks).

**Tenant:** Stocked Pizza Brookline, LLC.

**Tenant's Original Address** \_\_\_\_\_, MA  
Tel. \_\_\_\_\_, Fax. \_\_\_\_\_

**Tenant's Proportionate Share:** 19.35 percent.

**Tenant's Proportionate Share of Trash Removal:** 100% as tenant shall maintain its own trash receptical



### 3.K.

Tenant's Share of Operating and Tax Expenses: Tenant's Proportionate Share of the Operating and Tax Expenses.

Term: The period commencing on the Commencement Date and expiring at 5:00 pm on December 31, 2018.

#### 1.2 Exhibits.

EXHIBIT A (Property/Building Plan)

## ARTICLE II

### PREMISES

- 2.1 LEASE OF PREMISES. Landlord hereby demises and leases to Tenant for the Term of this Lease and upon the terms and conditions hereinafter set forth, and Tenant hereby accepts from Landlord, the Premises.
- 2.2 APPURTENANT RIGHTS AND RESERVATIONS. (a) Tenant shall have, as appurtenant to the Premises, the non-exclusive right to use, and permit its invitees to use, in common with others, the Common Areas, and common walkways necessary for access to the Building; but such rights shall always be subject to reasonable rules and regulations from time to time established by Landlord pursuant to Section 12.6.
- (b) Landlord shall have the right to enter the Premises with reasonable advance notice, (except in the case of an emergency, when no notice shall be required) for the purpose of making repairs to the same, and Landlord shall also have the right to enter the Premises during normal business hours and with reasonable advance notice for the purpose of inspecting the same and to make access available to prospective or existing mortgagees, purchasers, partners, investors, or insurers. For a period commencing one hundred eighty (180) days prior to the termination of this lease, the Landlord may have reasonable access to the premises, with reasonable advance notice to the Tenant, for the purpose of showing

### 3.K.

same to prospective Tenants. Landlord agrees to use reasonable efforts (excluding any obligation to incur overtime labor costs) to minimize any inconvenience, annoyance or interruption to Tenant's business operations, and to recognize any reasonable security requirements of Tenant in exercising such rights of entry.

2.3 Landlord improvements. "As is" condition.

#### ARTICLE III

##### BASE RENT

3.1 PAYMENT. (a) Tenant agrees to pay the Base Rent to Landlord, or as directed by Landlord, commencing on the Commencement Date, without offset, abatement (except as otherwise expressly provided in this Lease), deduction or demand. Such Base Rent shall be payable in equal monthly installments, in advance, on the first day of each and every calendar month during the Term of this Lease, at Landlord's Original Address, or at such other place as Landlord shall from time to time designate by notice.

(b) Base Rent for any partial month shall be pro-rated on a daily basis, and if Base Rent commences on a day other than the first day of a calendar month, the first payment which Tenant shall make to Landlord shall be payable on the date Base Rent commences and shall be equal to a proportionate part of the monthly installment of Base Rent for the partial month in which Base Rent commences.

#### ARTICLE IV

##### COMMENCEMENT DATE

4.1 COMMENCEMENT DATE: January 1, 2016

4.2 RENT COMMENCEMENT: January 1, 2016

## ARTICLE V

## USE OF PREMISES

- 5.1 PERMITTED USE. (a) Tenant agrees that the Premises shall be used and occupied by Tenant only for Permitted Uses and for no other purpose as described above.
- (b) Tenant agrees to conform to the following additional provisions during the Term of this Lease:
- 5.2 INSTALLATIONS AND ALTERATIONS BY TENANT. (a) Tenant shall make no alterations, additions or improvements in or to the Premises during the Term of this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed provided that Tenant fully complies with the provisions of this Section 5.2. If such consent is granted, such alterations, additions or improvements shall (i) be made at Tenant's sole expense and, if the same would unreasonably disturb other Tenants of the Building, at times other than during normal business hours and (ii) except for Tenant's Removable Property, as defined below, become part of the Premises and the property of Landlord.
- (b) All articles of personal property and all business fixtures, machinery and equipment and furniture owned or installed by Tenant solely at its expense in the Premises ("Tenant's Removable Property") shall remain the property of Tenant and may be removed by Tenant at any time prior to the expiration of this Lease, provided that Tenant, at its expense, shall repair any damage to the Building caused by such removal.
- (c) Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished by contractors, mechanics or suppliers to Tenant upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises. To the maximum extent permitted by law, at such time as any contractor commences to perform work on behalf of Tenant, or any supplier commences to provide materials to Tenant, such contractor (and any

### 3.K.

subcontractors) or supplier shall furnish a written statement acknowledging the provisions set forth in the prior clause. Whenever and as often as any mechanic's lien shall have been filed against the Property based upon any act or interest of Tenant or of anyone claiming through Tenant, Tenant shall forthwith take such action by bonding, deposit or payment as will remove or satisfy the lien.

#### ARTICLE VI

##### ASSIGNMENT AND SUBLETTING

6.1 RESTRICTIONS ON TRANSFERS. Tenant shall not, without Landlord's prior written consent, do any of the following (each and all of which shall hereinafter be individually and collectively referred to as a "transfer"): (i) assign, hypothecate, mortgage or otherwise encumber or convey Tenant's interest in this Lease; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) sublet the Premises or any part thereof; (iv) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant; (v) permit, if Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of an aggregate of fifty percent (50%) or more of the value of the assets of Tenant. As used herein, "controlling percentage" means the ownership of and the right to vote stock possessing an aggregate of fifty percent (50%) or more of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors; (vi) permit, if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of any partner or the dissolution of the partnership.

6.2 REQUESTED TRANSFERS. If Tenant desires Landlord's consent to a transfer of the Premises, Tenant shall submit to Landlord:

(a) The proposed sublease or assignment or other transfer

### 3.K.

agreement (executed by Tenant and the proposed subtenant or assignee), which shall not commence or take effect prior to thirty (30) days after the receipt by Landlord of Tenant's submission of all information required to be submitted by Tenant to Landlord hereunder, and

- (b) Any other information or item Landlord may reasonably request, including without limitation sufficient information to enable Landlord to determine the acceptability of the financial responsibility (as measured by such factors as audited net worth and credit rating), experience and character of the proposed transferee.

Landlord, within thirty (30) days after receipt of all such information and documents, by written notice to Tenant, shall approve or deny the transfer provided however that approval shall not be unreasonably denied.

- 6.3 TENANT'S LIABILITY. Despite any permitted transfer, Tenant's liability under this Lease shall remain in full force and effect for the remainder of the Lease Term. Prior to the transfer, the transferee shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space transferred, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each such transfer document and an agreement of compliance by each such transferee.
- 6.4 EXPENSES. Tenant shall, promptly upon demand from Landlord, pay Landlord's expenses, but not less than \$500.00, for each transfer submitted to cover the legal review and processing expenses of Landlord, irrespective of whether Landlord shall grant its consent.
- 6.5 VOID TRANSFERS. Any arrangement for a transfer which is not in compliance with the provisions of this Article shall be void and shall constitute a default by Tenant under the terms of this Lease. Landlord shall not be obligated to pay any fees, commissions or amounts in respect of any transfer unless Landlord shall specifically agree to such obligations in writing.

- 6.6 NO MERGER. The voluntary or other surrender of this Lease by Tenant, a mutual cancellation of this Lease, or the termination of this Lease by Landlord pursuant to any provision contained herein, shall not work as a merger, but, at Landlord's option, shall either terminate any or all existing subleases hereunder, or operate as an assignment to Landlord of any such subleases.

ARTICLE VII

RESPONSIBILITY FOR REPAIRS AND CONDITION OF PREMISES;  
SERVICES TO BE FURNISHED BY LANDLORD

- 7.1 LANDLORD REPAIRS. (a) Except as otherwise provided in this Lease, Landlord agrees to make reasonable efforts to keep in good order, condition and repair, the roof, the foundation and parking areas, exterior walls and structure of the Building except that Landlord shall in no event be responsible for (i) the repair of glass, doors or door hardware in the Premises (ii) maintenance or repair of the plumbing or HVAC system; or (iii) any condition in the Premises or the Building caused by any act or omission of Tenant, or its employees, invitees, agents or contractors.

Landlord shall not be liable for any failure to make repairs which, under the provisions of this Section 7.1 or elsewhere in this Lease, Landlord has undertaken to make with respect to any portion of the Building within the Premises or under the control of Tenant unless Tenant has given notice to Landlord of the need to make such repairs, and Landlord has failed to commence to take appropriate actions and/or make such repairs (as the case may be) within a reasonable time after receipt of such notice based upon the nature of the repairs or thereafter fails to proceed with reasonable diligence to complete such repairs.

- 7.2 TENANT'S AGREEMENT. (a) Tenant will keep neat and clean and maintain in good order, condition and repair the Premises and every part thereof including, without limitation, all interior spaces, and all mechanical, electrical and plumbing equipment and fixtures including without limitation HVAC, excepting reasonable wear and tear of the Premises, and

damage by fire or other casualty and as a consequence of the exercise of the power of eminent domain; and shall surrender the Premises, at the end of the Term, in such condition. Tenant shall be responsible for maintaining the sidewalks adjacent to the premises in a clean condition and free of ice and snow. Without limitation, Tenant shall continually during the Term of this Lease maintain the Premises in accordance with all laws, codes and ordinances from time to time in effect and all directions, rules and regulations of the proper officers of governmental agencies having jurisdiction, and the standards recommended by the Boston Board of Fire Underwriters, and shall, at Tenant's expense, obtain all permits, licenses and the like required by applicable law.

- 7.3 INSURANCE INSPECTIONS: Tenant will perform semi-annual fire extinguisher inspections to conform with Local and State Building and Fire Codes.
- 7.4 PEST CONTROL: The Tenant, at its sole expense, agrees that it shall conduct a periodic inspection, treatment, and extermination and/or elimination of any pests, rodents, and any other insects on the Leased Premises. Said periodical inspection shall be conducted as the need may arise or as may be required by the Health Code for the Town of Brookline or ordered by the Board of Health for the Town of Brookline, but no less than one time per year.
- 7.5 ELECTRICITY AND GAS. Tenant shall pay directly to such utility as services the electrical and gas energy to the Premises, on a monthly basis, all charges accrued with respect to electricity used in the Premises as measured by the meter serving the Premises. Tenant's use of electrical energy in Premises shall not at any time exceed the capacity of any of the electrical conductors or equipment in or otherwise serving Premises.

#### ARTICLE VIII

##### OPERATING AND TAX EXPENSES

- 8.1 DEFINITIONS. For the purposes of this Article, the following terms shall have the following respective meanings:

### 3.K.

**Operating Year:** Each calendar year of the term only (or other twelve-month period as determined by Landlord) in which any part of the Term of the Lease shall fall.

**Operating Expenses:** The aggregate costs or expenses reasonably incurred by Landlord with respect to the operation, cleaning, repair, maintenance and management of the Property including, without limitation, Tenant's Proportionate Share of electricity, water, snowplowing, security, insurance, cleaning, management fees and other normal and reasonable charges relative to the Property. The Tenant shall be under no obligation to pay: interest on any mortgage on the fee of the leased property; any franchise or income tax payable by the Landlord; or any gift, inheritance transfer, estate or succession tax.

**Taxes:** The real estate taxes or betterment assessments assessed with respect to the Property and/or any other tax if the same replaces the current method of assessment of real estate taxes in whole or in part or is additionally imposed on the Property or upon Landlord relating to the Property and is generally applicable to owners of similar properties.

**Operating and Tax Expenses:** The aggregate of the Operating Expenses and Taxes.

8.2 **TENANT'S PAYMENTS.** (a) Tenant shall pay to Landlord Tenant's Proportionate Share of Operating and Tax Expenses for any Operating Year of the Term, which amount shall be apportioned for any Operating Year in which the Commencement Date falls or the Term of this Lease ends.

(c) Payments by Tenant on account of Operating and Tax Expenses shall be made monthly on the first day of each and every calendar month during the Term of this lease and otherwise in the manner herein provided for the payment of Base Rent. The monthly amount so to be paid to Landlord shall be the amount billed by Landlord for costs incurred during the next preceding month on account of Operating and Tax Expenses. Landlord shall deliver to the Tenant copies of real estate tax invoices as a part of the monthly itemization of all billed operating expenses and taxes.



- 8.3 ABATEMENT. (a) If Landlord shall receive any tax abatement refund or reimbursement of Taxes, then after deducting Landlord's unpaid expenses reasonably incurred in obtaining the same, Landlord shall pay to Tenant, the Tenant's Proportionate Share of such abatement; provided that Landlord shall have the right to deduct from any such amount the amount of any payments which are then due and payable from Tenant.

#### ARTICLE IX

##### INDEMNITY AND PUBLIC LIABILITY INSURANCE

- 9.1 TENANT'S INDEMNITY. To the maximum extent this agreement may be made effective according to law, Tenant agrees to indemnify and save harmless Landlord from and against all claims of whatever nature arising (i) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring on or about the Premises or (ii) from any accident, injury or damage occurring outside of the Premises but on the Property, in each case where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees or independent contractors, invitees or visitors and, in either case, occurring after the date of this Lease until the end of the Term of this lease and thereafter so long as Tenant is in occupancy of any part of the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees at both the trial and appellate levels.
- 9.2 PUBLIC LIABILITY INSURANCE. Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy of general liability and property damage insurance under which Tenant and Landlord are named as an insured. Each such policy shall be non-cancelable and non-amendable with respect to Landlord, without twenty (20) days' prior notice and shall be in at least the amounts of the initial Public Liability Insurance specified in Section

### 3.K.

1.1 or such greater amounts as Landlord shall from time to time reasonably request, and a duplicate original or certificate thereof shall be delivered to Landlord in a timely manner before the Lease commencement date.

- 9.3 TENANT'S RISK. To the maximum extent this agreement may be made effective according to law, Tenant agrees that all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and all persons claiming by, through or under Tenant which, during the Term of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere on the Property, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes or sprinklers, by theft or from any other cause, no part of said loss or damage is to be charged to or be borne by Landlord unless due to the negligence or misconduct of Landlord, its employees, agents, or contractors.
- 9.4 INJURY CAUSED BY THIRD PARTIES. To the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons other than Landlord and Landlord's employees, agents and contractors.
- 9.5 WAIVER OF SUBROGATION. Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Property is located (even though extra premium may result therefrom) Landlord and Tenant mutually agree that any property damage insurance carried by either shall provide for the waiver by the insurance carrier of any right of subrogation against the other, and they further mutually agree that, with respect to any damage to property, the loss from which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and

all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto.

#### ARTICLE X

##### FIRE, EMINENT DOMAIN, ETC.

- 10.1 ABATEMENT OF RENT. If the Premises shall be damaged by fire or other casualty, Base Rent and Tenant's Share of Operating and Tax Expenses payable by Tenant shall abate proportionately for the period in which, by reason of such damage, there is material interference with Tenant's use of the Premises, having regard to the extent to which Tenant may be required to discontinue Tenant's use of all or a portion of the Premises, but such abatement or reduction shall end if and when Landlord shall have substantially restored the Premises (excluding any alterations, additions or improvements made or to be made by Tenant) to the condition in which they were prior to such damage. If the Premises shall be affected by any exercise of the power of eminent domain, Base Rent and Tenant's Share of Operating and Tax Expenses payable by Tenant shall be justly and equitably abated and reduced according to the nature and extent of the loss of use thereof suffered by Tenant. In no event shall Landlord have any liability for damages to Tenant for inconvenience, annoyance or interruption of business arising from such fire, casualty or eminent domain.
- 10.2 RIGHTS OF TERMINATION. Within sixty (60) days from the date of damage by fire or other casualty, Landlord shall notify Tenant whether or not the Premises can be materially restored within one hundred and eighty (180) days from the date of such damage, and Landlord's reasonable determination shall be binding on Tenant. For purposes hereof, the Building or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was then being used. If such repairs cannot, in Landlord's reasonable estimation, be made within one hundred and eighty (180) days, Landlord and Tenant shall each have the option of giving the other, within thirty (30) days after the giving of such notice, notice terminating this Lease as of the date of such damage. In the event of the giving of such notice, this Lease shall expire and all interest of the

Tenant in the Premises shall terminate as of the date of such notice as if such date had been originally fixed in this Lease for the expiration of the Term.

- 10.3 RESTORATION. In the event that neither Landlord nor Tenant exercises the above set forth option to terminate this Lease in the event of damage by fire or other casualty then Landlord shall repair or restore such damage to the extent Landlord receives insurance proceeds for such repair or restoration, this Lease continuing in full force and effect, with the Rent hereunder to be equitably abated as herein above provided. In the event that Landlord notifies Tenant that the Premises can be materially restored within one hundred eighty days (180) from the date of damage by fire or other casualty pursuant to Section 10.2 and Landlord fails to materially restore the Premises within such one hundred eighty (180) day period, then Tenant shall be entitled to terminate this Lease by giving Landlord thirty (30) days prior written notice of such termination. In the event that Landlord fails to complete such material restoration of the Premises within thirty (30) days of receipt of Tenant's notice to terminate as set forth above, then this Lease shall expire at the end of such thirty (30) days and all interest of the Tenant in the Premises shall terminate as of such date as if such date had been originally fixed in this Lease for the expiration of the Term. Landlord shall not be required to repair any damage by fire or other cause, or to make any repairs or replacements of any of Tenant's Work, or of any alterations, additions or improvements installed in the Premises by Tenant. Notwithstanding anything to the contrary contained in this Article, (a) Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damages resulting from any casualty covered by the provisions of this Article occur during the last twelve (12) months of the Term, and (b) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or Building or any Superior Lessor, as defined in Section 12.14 hereof, requires that any insurance proceeds be applied to such indebtedness or to amounts owing to such Superior Lessor, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within thirty (30) days after such requirement is made by any such holder, whereupon this lease shall end on the date of such notice as if the date of

such notice were the date originally fixed in this lease for the expiration of the Term.

10.4 EMINENT DOMAIN. If possession of all or any substantial part of the Premises shall be taken by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu thereof, either party hereto shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease. If neither party hereto shall so elect to terminate this Lease, Rent shall be adjusted equitably. Before Tenant may terminate this Lease by reason of taking or appropriation as above provided, such taking or appropriation shall be so substantial as to materially interfere with Tenant's use and occupancy thereof or shall make unusable for Tenant's purposes more than twenty five percent of the Premises. In addition to the rights of Landlord above, if any substantial part of the Building shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right at its sole option, to terminate this Lease.

10.5 AWARD. Landlord shall have and hereby reserves and expects, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Property and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage or destruction, and by way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Landlord to grant and assign to Landlord, all rights to such damages or compensation; provided, however, if any such damages or compensation award expressly includes an amount for Tenant's Removable Property or Tenant's moving expenses, Landlord shall pay such amount to Tenant promptly after its receipt thereof. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's Removable Property installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by Landlord from the taking authority.

## ARTICLE XI

## DEFAULT

- 11.1 TENANT'S DEFAULT. (a) If at any time subsequent to the date of this Lease any one or more of the following events (herein referred to as a "Default of Tenant") shall happen:
- (i) Tenant shall fail to pay the Base Rent when due and such failure shall continue for five (5) full Business Days;
  - (ii) Tenant shall fail to pay Tenant's Share of Operating and Tax Expenses or other charges hereunder when due and such failure shall continue for five (5) full Business Days; or
  - (iii) Tenant shall neglect or fail to perform or observe any other covenant herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same as soon as practicable and in any event within thirty (30) days after notice to Tenant specifying such neglect or failure, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity; or
  - (iv) Tenant's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Tenant; or
  - (v) Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for the relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they

become due; or

- (v) A petition shall be filed against Tenant in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future Federal, State or other statute, law or regulation and shall remain undismissed or unstayed for an aggregate of sixty (60) days (whether or not consecutive), or if any debtor in possession (whether or not Tenant) trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or
- (vi) If a Default of Tenant of the kind set forth in clauses (i) and (ii) above shall occur and Tenant shall cure such Default within the applicable grace period and an event which would constitute a similar Default after the applicable grace period shall occur more than twice within the next 365 days, whether or not such similar Default is cured within the applicable grace period; or
- (vii) If Tenant shall vacate or abandon the Premises and permit same to be unoccupied or closed for business for more than twenty (20) business days within any ninety (90) consecutive day period; or
- (viii) Any transfer of Tenant's interest in this Lease contrary to the terms and conditions of Article VI.

Then, in any such case, Landlord may terminate this Lease by notice to Tenant, specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease (Tenant hereby waiving any rights of redemption under Massachusetts General Laws c. 186 §11), and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter

provided.

- (b) If this Lease shall have been terminated as provided in this Article, or if any execution or attachment shall be issued against Tenant or any Tenant's property whereupon the Premises shall be taken or occupied by someone other than Tenant, then Landlord may, without notice, re-enter the Premises, either by force, summary proceedings, ejectment or otherwise, and remove and dispossess Tenant and all other persons and any and all property from the same, as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.
- (c) In the event of any termination as provided in this Article, Tenant shall pay the Base Rent, Tenant's Share of Operating and Tax Expenses and other sums payable hereunder up to the time of such termination, and thereafter Tenant, until the end of what would have been the Term of this Lease in the absence of such termination, and whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated current damages, the Base Rent, Tenant's Share of Operating and Tax Expenses and other sums which would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting all expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the dates which the Base Rent would have been payable hereunder if this Lease had not been terminated.
- (d) At any time after such termination, whether or not Landlord shall have collected any current damages as set forth in paragraph (c), as liquidated final damages and in lieu of all such current damages beyond the date of such demand, at Landlord's election Tenant shall pay to Landlord an amount equal to the excess, if any, of the Base Rent, Tenant's Share of Operating and Tax Expenses



and other sums as hereinbefore provided which would be payable hereunder from the date of such demand (assuming that, for the purposes of this paragraph, annual payments by Tenant on account of Operating and Tax Expenses would be the same as the payments required for the Operating Year immediately preceding such demand) for what would be the then unexpired Term of this Lease if the same remained in effect, discounted to present value at a rate of 8% per year, over the then fair net rental value of the Premises for the same period, also discounted to present value at a rate of 8% per year.

- (e) In case of any Default by Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant concessions or free rent to the extent that Landlord considers advisable and necessary for the purpose of reletting the Premises; and such actions and the making of any alterations, repairs and decorations to the Premises in connection therewith shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.
- (f) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be entitled lawfully, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

(g) All costs and expenses incurred by or on behalf of Landlord (including, without limitation, reasonable attorneys' fees and expenses at both the trial and appellate levels) in enforcing its rights hereunder in connection with any Default of Tenant shall be paid by Tenant.

11.2 LANDLORD'S DEFAULT. Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonable required to correct any such default or, in the event of an emergency as soon as reasonably possible, after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligations.

#### ARTICLE XII

#### MISCELLANEOUS PROVISIONS

12.1 EXTRA HAZARDOUS USE. Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of property or liability insurance on the Premises or the Property above the standard rate applicable to Premises being occupied for Permitted Uses; and Tenant further agrees that, in the event that Tenant shall do any of the foregoing, Tenant will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as an additional charge hereunder.

12.2 WAIVER. (a) Except as otherwise expressly provided for in this Lease, failure on the part of Landlord or Tenant to complain of any action or non-action on the part of Tenant or Landlord, no matter how long the same may continue, shall never be a waiver by Landlord or by Tenant of any rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or by Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same

provisions. The consent or approval of Landlord or Tenant to or of any action requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent similar act by the other.

(b) No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Tenant under the provisions hereof. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

12.3 COVENANT OF QUIET ENJOYMENT. Tenant, subject to the terms and provisions of this Lease, on payment of the Base Rent and Tenant's Share of Operating and Tax Expenses and observing, keeping and performing all of the other terms and provisions of this Lease on Tenant's part to be observed, kept and performed, all within any applicable grace period allowed in this Lease, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by Landlord or persons lawfully claiming by, through or under Landlord. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

12.4 LANDLORD'S LIABILITY. (a) Tenant specifically agrees to look solely to Landlord's then equity interest in the Property, the rents and proceeds therefrom, at the time owned for recovery of any judgment from Landlord; it being specifically agreed that (i) Landlord shall have no liability for any claims accruing other than during the period of Landlord's ownership of the Property and (ii) neither Landlord (original or successor) nor any partner, trustee, agent, consultant, officer, stockholder, director, employee, or beneficiary of Landlord, nor any constituent person or entity of Landlord, shall ever be personally liable for any such judgment, or for the payment of any monetary obligation

to Tenant. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or to take any action not involving the personal liability of Landlord (original or successor).

- (b) With respect to any services or utilities to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply or failure whenever and for so long as may be necessary by reason of the making of necessary or emergency repairs or changes which Landlord is required or is permitted by this Lease or by law to make or in good faith deems necessary, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any other cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or Tenant's servants, agents, employees, licensees or any person claiming by, through or under Tenant.
- (c) In no event shall Landlord ever be liable to Tenant for any loss of business or any other indirect or consequential damages suffered by Tenant from whatever cause unless due to the negligence or misconduct of Landlord, its employees or agents.
- (d) With respect to any repairs or restoration which are required or permitted to be made by Landlord, the same may be made during normal business hours and Landlord shall not have any liability for damages to Tenant for inconvenience, annoyance or interruption of business arising therefrom.

12.5 ASSIGNMENT OF RENTS AND TRANSFER OF TITLE. In the event of a transfer of Landlord's interest in the Property by Landlord, Landlord shall from the date of such transfer be entirely freed and relieved from the performance and observance of all covenants and obligations hereunder accruing thereafter.

- 12.6 RULES AND REGULATIONS. Tenant shall abide by reasonable rules and regulations as hereinafter from time to time established by Landlord (provided that the same do not materially diminish Tenant's rights under this Lease and provided that said rules and regulations are in conformity with all of the terms and conditions of this Lease and the current applicable statutory and municipal law), and of which Tenant has been given notice, it being agreed that such rules and regulations will be applied by Landlord in a non-discriminatory fashion, such that all rules and regulations shall be generally applicable to other Tenants of the Building. Landlord agrees to use reasonable efforts to insure that any such rules and regulations are so uniformly enforced, but Landlord shall not be liable to Tenant for violation of the same by any other Tenant or occupant of the Building, or persons having business with them. In the event that there shall be a conflict between such rules and regulations and this Lease, the provisions of this Lease shall prevail. There are no rules or regulations for the property codified and in effect at the inception of this Lease.
- 12.7 INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 12.8 PROVISIONS BINDING, ETC. Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and assigns. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition.
- 12.9 RECORDING. Tenant agrees not to record this Lease, but, if the Term of this Lease (including any extended term) is seven

### 3.K.

(7) years or longer, each party hereto agrees, on the request of the other, to execute a so-called notice of lease in recordable form, complying with applicable law and reasonably satisfactory to Landlord's attorneys. If this Lease is terminated prior to the Lease expiration date set forth in such notice of lease, each party hereto agrees, on the request of the other, to execute and deliver a recordable certificate documenting such earlier termination date.

12.10 NOTICES. Whenever, by the terms of this Lease, notices shall or may be given either to Landlord or to Tenant, such notice shall be in writing. All such notices shall be delivered in hand, sent by registered mail, postage prepaid, return receipt requested, or sent by an overnight express courier service which provides evidence of delivery or attempted delivery.:

If intended for Landlord, delivered or addressed to Landlord at Landlord's Original Address (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice

If intended for Tenant, delivered or addressed to Tenant at Tenant's Original Address until the Commencement Date and thereafter to the Premises (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice)

All notices shall be effective on the day delivered provided the same is delivered on or before 5:00 p.m. on such day or on the following Business Day if not delivered on or before 5:00 p.m.

12.11 WHEN LEASE BECOMES BINDING. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. This Lease may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any

### 3.K.

employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

12.12 N/A

12.13 ESTOPPEL CERTIFICATES. Within ten (10) days following any written request which Landlord or Tenant (the "Requesting Party") may make from time to time to the other party hereto (the "Responding Party"), the Responding Party shall execute and deliver to the Requesting Party, any prospective purchaser, mortgagee or prospective mortgagee, ground lessor or prospective ground lessor, a sworn statement in form reasonably satisfactory to Landlord certifying to the matters reasonably requested provided only that they are matters customarily certified to by Landlords and Tenants in the Boston region. Tenant and Landlord acknowledge that any statement delivered pursuant to this Article may be relied upon by any such party, and the Responding Party shall be liable for all loss, cost or expense resulting from or caused by any material misstatement contained in such estoppel certificate, or the failure to deliver the estoppel certificate.

12.14 REMEDYING DEFAULTS. Landlord shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event of the exercise of such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand all such sums, together with interest thereon at a rate equal to three percent (3%) over the so-called "Base Rate" in effect from time to time at BankBoston, but in no event less than fifteen percent (15%) per annum, as an additional charge; provided, however, if such interest rate exceeds the highest interest rate then allowed under applicable law, such interest rate shall be reduced automatically to the then highest interest rate allowed under law. In addition to its other remedies, Landlord shall have the right without notice or demand to add to the amount of any payment of Base Rent, Tenant's Share of Operating and Tax Expenses or any other payment required to be made by Tenant hereunder, and which is not paid on or before the date the same is due, a late charge in an amount equal to five

percent (5%) of the delinquent amounts and, if such amount remains delinquent for more than thirty (30) days, Landlord shall have the right without notice or demand to collect interest from Tenant on such delinquent amount at a rate equal to three percent (3%) over the so-called "Base Rate" in effect from time to time at BankBoston, but in no event less than fifteen percent (15%) per annum, to compensate Landlord for the loss of the use of the amount not paid and the administrative costs caused by the delinquency, Tenant hereby agreeing that Landlord's damage by virtue of such delinquencies would be difficult to compute and acknowledging that the amount stated herein represents a reasonable estimate thereof.

- 12.15 **HOLDING OVER.** Any holding over by Tenant after the expiration of the term of this Lease shall be treated as a daily tenancy at sufferance at a rate equal to 1 1/2 times the Base Rent then in effect for Tenant plus Tenant's Share of Operating and Tax Expenses and other charges herein provided (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this Lease as far as applicable.
- 12.16 **SURRENDER OF PREMISES.** Upon the expiration or earlier termination of the Term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Premises in neat and clean condition and in good order, condition and repair, together with all alterations, additions and improvements which may have been made or installed in, on or to the Premises prior to or during the Term of this Lease, excepting only ordinary wear and use and damage by fire or other casualty for which, under other provisions of this Lease, Tenant has no responsibility of repair or restoration. Tenant shall remove all of Tenant's Removable Property and, to the extent specified by Landlord, all alterations, additions and improvements made by Tenant; and shall repair any damages to the Premises or the Building caused by such removal. Any Tenant's Removable Property which shall remain in the Building or on the Premises after the expiration or termination of the Term of this Lease shall be deemed conclusively to have been abandoned, and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit, at Tenant's sole cost and expense.



- 12.17 BROKERAGE. Landlord and Tenant each mutually warrants and represents to the other that they have dealt with no broker in connection with the consummation of this Lease other than the broker herein listed, if any. Landlord and Tenant hereby each agree to indemnify, defend and hold the other harmless from any claim arising from the breach of such representation and warranty.
- 12.18 GOVERNING LAW. This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

ARTICLE XIII

PARKING

- 13.1 The Tenant and its employees and customers shall have the nonexclusive right to park vehicles in the parking lot at the rear of the Premises in common with the other Tenants of the building between the hours of 8 A.M. and 8 P.M.
- 13.2 Between the hours of 8 P.M. and 8 A.M., the Lessor leases parking spaces to others. The Tenant may use in common with other Tenants of the building, any parking spaces not leased to others provided that the Tenant's use does not interfere with the use of the parking spaces leased to others.
- 13.3 The Tenant shall have the right to lease from the Lessor a parking space behind the Building for use between the hours of 8 P.M. and 8 A.M. by signing the Lessor's parking lease agreement, as revised from time to time, for a minimum license period of one year, and by paying to the Lessor the then prevailing monthly license fee.

ARTICLE XIV

SECURITY DEPOSIT

N/A

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed, under seal, by persons hereunto duly authorized, in multiple copies, each to be considered an original hereof, as of the date first set forth above.

LANDLORD:

KNAPP ENTERPRISES LLC

By:

Stephen

A.

Knapp,

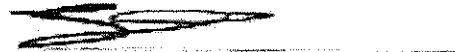
Member



TENANT:

Stocked Pizza Brookline, LLC

By:



### AGREEMENT AND AMENDMENT TO LEASE

Reference is hereby made to that certain Lease dated December , 2015, by and between Knapp Enterprises LLC (the "Landlord") and Stoked Pizza ("Tenant") regarding a portion of the real property located at 1624-1632 Beacon Street and 701-707 Washington Street, Brookline, Massachusetts (the "Premises"). As the Landlord and the Tenant wish to amend certain provisions of the Lease and extend the term of the lease, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

1. Immediately following the expiration of the current term of the lease on December 31, 2023, the term of the lease shall be extended for five (5) years, upon the same terms and conditions contained in the lease, and any amendments thereto.

2. The following shall be added to Article 1.1 of the lease:

**Base Rent:**

Amended term                                    \$53,000.00      payable monthly as \$4,416.67

as the same may be adjusted and/or abated pursuant to this Lease.

3. The Tenant shall have the option to extend the Lease Term for one additional period of 5 years ( the "Extension Term") each pursuant to the terms of this section, if and only if at the time of exercise, the Lease is in full force and effect and that there is no default under the Lease nor any event which with the passage of time or giving of notice or both would constitute a default under this Lease. The Extension Term shall be on all of the terms and conditions of this Lease except that the basic rent shall be as follows:

Amended Lease Years	Annual Basic Rent
\$55,000.00	\$4,583.33

4. All other terms and conditions of the Lease are hereby ratified and confirmed.

This amendment is executed under seal by the Landlord and Tenant this 37<sup>th</sup> day of September, 2019.

KNAPP ENTERPRISES, LLC  
 \_\_\_\_\_  
 Stephen A. Knapp, Member

Stoked Pizza *DOOL MARRIAGE*  
 FOR STOKED PIZZA BROOKLINE, LLC

## **Alteration of Premises**

Applicant: Bartaco Brookline LLC  
DBA: Bartaco  
Location: 1634 Beacon Street

### **Application Details:**

Question of approving the application for an alteration of licensed premises for an All Alcohol License for Bartaco Brookline LLC d/b/a Bartaco at 1634 Beacon Street. Expanding its alcohol license to include outdoor dining.

### **Reports (Attached):**

Police Department (Approved)

MEMORANDUM

TO: Jennifer Paster, Chief of Police  
FROM: Charles Carey, Town Administrator  
RE: Alteration of Premises  
DATE: March 13, 2024

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May we please have reports on the attached application:

Applicant: Bartaco Brookline LLC.  
DBA: Bartaco  
License Type: All Alcohol  
Location: 1634 Beacon Street

**Application Details:**

Question of approving the application for an alteration of licensed premises for an All Alcohol License for Bartaco Brookline LLC d/b/a Bartaco at 1634 Beacon Street. Expanding its alcohol license to include outdoor dining.

This application is scheduled to go before the Board on **April 17, 2024**. May we please have the reports no later than **April 5, 2024**.

Thank you.

## Checklist for Alteration of Premises



- Filing Fee** receipt paid to the Alcoholic Beverages Control Commission
- Monetary Transmittal Form**
- Alteration of Premises/Change of Location Application**
- Vote of Corporate Board**
- Supporting Financial Records**
- Legal Right to Occupy, a lease or deed**
- Floor Plans** (*Plans must be stamped by an architect*)

- 
- Report from Brookline Police
  - Report from Building
  - Report from Fire
  - Report from Health



**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

**JENNIFER PASTER**  
**CHIEF OF POLICE**

To: Chief Jennifer Paster  
From: Lieutenant Ray Richards  
Re: Barataco\_1634 Beacon St  
Date: April 09, 2024

---

Bartaco Brookline LLC. d/b/a Bartaco has applied for an alteration of license premise to expand to out door seating. There are no issues with the liquor license at the establishment.

I find NO reason to deny this application.

Respectfully Submitted,  
Ray  
Richards  
Lieutenant Ray Richards

Digitally signed by Ray Richards  
DN: cn=Ray Richards, o=Brookline  
Police Department, ou=Office of  
Professional Responsibility,  
email=richards@brookline.ma.gov,  
c=US  
Date: 2024.04.09 10:12:27 -0400



Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

**Steffani Boudreau**

**From:** customerservice@nCourt.com  
**Sent:** Tuesday, March 12, 2024 3:16 PM  
**To:** Steffani Boudreau  
**Subject:** Receipt from nCourt

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To:
Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of:	
First Name: Steffani	Last Name: Boudreau
Address 1: 300 Washington Street	
City: BROOKLINE MA	State/Territory: MA
Phone: (617) 383-6000	Zip: 02445

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	RLAW P.C.	\$4.70	\$200.00

**Receipt Date:** 3/12/2024 3:16:10 PM EDT  
**Invoice Number:** 05ba37e5-518e-4609-a64e-81c61db653f9  
**Total Amount Paid:** \$204.70

Billing Information	Credit/Debit Card Information
First Name Steffani	Card Type MasterCard
Last Name Boudreau	Card Number *****9256
Address 1 300 Washington Street	
City BROOKLINE, MA	
State/Territory MA	
Zip 02467	
Email sboudreau@boballenlaw.com	

IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.  
Please verify the information shown above. Your payment has been submitted to the location listed above.



3.L.

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

**AMENDMENT-Change or Alteration of Premises Information**

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

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- New License
- Change Corporate Name
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Change of DBA
- Change of License Type (i.e. club / restaurant)
- Change of Hours
- Change of Manager
- Alteration of Licensed Premises
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Pledge of Collateral (i.e. License/Stock)
- Change of Officers/Directors
- Change of Location
- Issuance/Transfer of Stock/New Stockholder
- Management/Operating Agreement
- Change of Ownership Interest
- Other

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

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

**AMENDMENT-Change or Alteration of Premises Information**

**Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Bartaco Brookline LLC	Brookline	06877-RS-0148

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

The Licensee seeks to build a patio on the sidewalk area adjacent to the Licensed Premises.

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Steffani Boudreau	Attorney	sboudreau@boballenlaw.com	6173836000

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Licensee is proposing the installation of a combination curbside and roadway seating patio with loose tables and chairs, The patio will be surrounded by concrete barriers along Beacon Street, loose planters and a metal railing.

**2B. PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

No change to the current licensed area. Addition of patio only.

Total Sq. Footage	<input style="width: 80px;" type="text"/>	Seating Capacity	<input style="width: 80px;" type="text"/>	Occupancy Number	<input style="width: 80px;" type="text"/>
Number of Entrances	<input style="width: 80px;" type="text"/>	Number of Exits	<input style="width: 80px;" type="text"/>	Number of Floors	<input style="width: 80px;" type="text"/>

# 3.L.

## AMENDMENT-Change or Alteration of Premises Information

### **3. CHANGE OF LOCATION**

#### **3A. PREMISES LOCATION**

Last-Approved Street Address

Proposed Street Address

#### **3B. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

#### **3C. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

Yes  No

**4. FINANCIAL DISCLOSURE**

Associated 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):

Associated Cost(s):	Platforms \$17,273
	Planters \$13,150
	GC Assembly, Supervision, Painting, Install, Labor \$45,919
	Landscaping and Misc. \$9,100

**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
Barteca Restaurants LLC	\$85,442
Total:	85,442.00

**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.
n/a			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### 3.L.

#### APPLICANT'S STATEMENT

I,  the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of   
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises 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:

Title:

3.L.

**ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the applicant to provide additional information or clarify previous answers.

**ENTITY VOTE**

The Board of Directors or LLC Managers of  Entity Name

duly voted to apply to the Licensing Authority of  and the  
City/Town  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

- Alteration of Licensed Premises
- Change of Location
- Other

“VOTED: To authorize  Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

A true copy attest,

*Scott Lawton*

\_\_\_\_\_  
Corporate Officer /LLC Manager Signature

Scott Lawton  
(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)



**Regions Bank**  
 Atlanta Midtown  
 1180 West Peachtree ST, Ste 16  
 Atlanta, GA 30309

BARTECA RESTAURANTS LLC  
 OPERATING ACCOUNT



**ACCOUNT #**



060  
 Cycle 26  
 Enclosures 0  
 Page 1 of 4

**COMMERCIAL ANALYZED CHECKING**  
 December 30, 2023 through January 31, 2024

**SUMMARY**

<b>Beginning Balance</b>	<b>\$5,221,569.31</b>	<b>Minimum Balance</b>	<b>\$1,991,281</b>
Deposits & Credits	\$15,843,534.63 +		
Withdrawals	\$15,980,519.89 -		
Fees	\$4,453.81 -		
Automatic Transfers	\$0.00 +		
Checks	\$0.00 -		
<b>Ending Balance</b>	<b>\$5,080,130.24</b>		

**DEPOSITS & CREDITS**

01/02		1,476,256.13
01/03		692,612.80
01/04		105,639.40
01/04		269,922.15
01/05		248,816.28
01/08		1,268,327.43
01/09		397,294.49
01/10		208,165.49
01/11		52,532.99
01/11		196,100.41
01/12		324,054.07
01/16		1,835,812.83
01/17		394,455.36
01/18		168,473.19
01/19		299,006.91
01/22		1,306,633.07
01/23		407,774.43
01/24		71,029.68
01/24		217,800.47
01/25		274,640.90
01/26		341,611.23
01/29		1,689,884.13
01/29		2,943,367.92
01/30		412,594.34

For all your banking needs, please call 1-800-REGIONS (734-4667)  
 or visit us on the Internet at [www.regions.com](http://www.regions.com). (TTY/TDD 1-800-374-5791)



**Thank You For Banking With Regions!**  
 2024 Regions Bank Member FDIC. All loans subject to credit approval.





Regions Bank  
Atlanta Midtown  
1180 West Peachtree ST, Ste 16  
Atlanta, GA 30309

BARTECA RESTAURANTS LLC  
OPERATING ACCOUNT



ACCOUNT #





























Cycle 060  
Enclosures 26  
Page 0  
2 of 4

DEPOSITS & CREDITS (CONTINUED)

01/31  240,728.53  
Total Deposits & Credits \$15,843,534.63

WITHDRAWALS

01/02		49,150.96
01/02		117,450.58
01/02		546,997.63
01/02		1,358,637.27
01/03		7,740.18
01/03		9,471.22
01/03		602,219.97
01/04		5,984.57
01/04		161,904.76
01/05		3,195.81
01/05		16,942.24
01/05		464,990.85
01/08		36,579.94
01/08		287,596.06
01/08		458,235.87
01/08		1,500,219.25
01/09		735.10
01/09		17,490.40
01/09		78,116.90
01/09		404,026.16
01/10		2,987.57
01/10		3,134.07
01/10		54,135.77
01/10		376,836.53
01/11		4,190.59
01/11		328,343.85
01/12		805.00
01/12		2,143.09
01/12		10,970.19
01/12		159,515.31
01/16		24,260.18
01/16		35,086.77
01/16		442,715.94
01/16		1,346,464.30
01/17		2,364.18
01/17		6,058.83
01/17		52,960.66
01/17		111,686.23
01/18		1,781.02
01/18		4,067.01
01/18		7,083.67
01/18		84,133.82
01/19		16,918.66
01/19		19,681.70
01/19		224,093.13
01/22		41,967.78
01/22		174,950.96
01/22		841,801.85



**Regions Bank**  
 Atlanta Midtown  
 1180 West Peachtree ST, Ste 16  
 Atlanta, GA 30309

BARTECA RESTAURANTS LLC  
 OPERATING ACCOUNT



**ACCOUNT #**



Cycle 060  
 Enclosures 26  
 Page 0  
 3 of 4

**WITHDRAWALS (CONTINUED)**

01/22		1,423,797.04
01/23		11,729.85
01/23		57,243.89
01/23		155,714.06
01/23		720,401.92
01/24		1,945.67
01/24		66,911.44
01/25		3,898.79
01/25		55,449.23
01/25		174,503.75
01/26		1,915.95
01/26		10,386.52
01/26		182,125.64
01/29		64,075.68
01/29		494,766.06
01/29		1,368,933.04
01/30		15,016.94
01/30		51,586.04
01/30		79,609.39
01/30		99,911.25
01/31		10,725.44
01/31		196,071.55
01/31		224,976.37
<b>Total Withdrawals</b>		<b>\$15,980,519.89</b>

**FEEES**

01/09	Analysis Charge	12-23	4,453.81
-------	-----------------	-------	----------

**DAILY BALANCE SUMMARY**

Date	Balance	Date	Balance	Date	Balance
01/02	4,625,589.00	01/11	3,235,468.97	01/23	1,991,281.79
01/03	4,698,770.43	01/12	3,386,089.45	01/24	2,211,254.83
01/04	4,906,442.65	01/16	3,373,375.09	01/25	2,252,043.96
01/05	4,670,130.03	01/17	3,594,760.55	01/26	2,399,227.08
01/08	3,655,826.34	01/18	3,666,168.22	01/29	5,104,704.35
01/09	3,548,298.46	01/19	3,704,481.64	01/30	5,271,175.07
01/10	3,319,370.01	01/22	2,528,597.08	01/31	5,080,130.24

**You may request account disclosures containing terms, fees, and rate information (if applicable) for your account by contacting any Regions office.**

# 3.L.

**LANDLORD:** Trustee of D. T. S. Trust (and not individually)

**TENANT:** Bartaco Brookline, LLC,  
a ~~Massachusetts~~ limited liability company  
*Delaware*

ARTICLE I	Basic Lease Provisions and Exhibits	2
ARTICLE II	Premises and Common Area	6
ARTICLE III	Term; Tenant's Work	6
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ARTICLE V	Tenant's Covenants	10
ARTICLE VI	Condition of Premises	17
ARTICLE VII	Insurance	18
ARTICLE VIII	Casualties and Eminent Domain	20
ARTICLE IX	Defaults and Remedies	21
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ARTICLE XI	Miscellaneous Provisions	23
11.1	Parties Bound	23
11.2	Landlord's Liabilities and Additional Rights	24
11.3	Covenants and Conditions	25
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11.5	Holding Over	25
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11.12	Recording	26
11.13	Merchants Association; Promotional Fund	26
11.14	Paragraph Headings	26
11.15	Governing Law	26
11.16	Separability; Construction and Interpretation	26
11.17	When Lease Becomes Binding; Entire Agreement.	26
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<u>EXHIBITS</u>		
EXHIBIT A -	Plans of Premises and Property	28
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EXHIBIT C -	Intentionally Omitted	31
EXHIBIT D -	Use Restrictions	32
EXHIBIT E -	Rules and Regulations	33
EXHIBIT F	Sign Criteria	35
EXHIBIT G	Tenant's Approved Signage	
EXHIBIT H	SNDA	
GUARANTY		38

THE SUBMISSION OF THIS LEASE FOR EXAMINATION AND NEGOTIATION DOES NOT CONSTITUTE AN OFFER TO LEASE, A RESERVATION OF, OR OPTION FOR THE PREMISES AND SHALL VEST NO RIGHT IN ANY PARTY. TENANT OR ANYONE CLAIMING UNDER OR THROUGH TENANT SHALL HAVE THE RIGHTS TO THE PREMISES AS SET FORTH HEREIN AND THIS LEASE BECOMES EFFECTIVE AS A LEASE ONLY UPON EXECUTION, ACKNOWLEDGMENT AND DELIVERY THEREOF BY LANDLORD AND TENANT, REGARDLESS OF ANY WRITTEN OR VERBAL REPRESENTATION OF ANY AGENT, MANAGER OR EMPLOYEE OF LANDLORD TO THE CONTRARY.

**ARTICLE I - BASIC LEASE PROVISIONS AND EXHIBITS**

Each reference in this Lease to titles or terms contained in Article I shall be deemed to incorporate the applicable definitions or data. The Exhibits attached to this Lease are incorporated by reference.

**Date of Lease:** October \_\_, 2021

**Commencement Date ("CD"):** As of the Delivery Date. See Section 3.1.

**Rent Commencement Date ("RCD"):** The date that is the earlier to occur of (a) one hundred eighty (180) days after the later to occur of (i) the Delivery Date, or (ii) expiration of the Permitting Period, and (b) sixty (60) days after the date Tenant opens for business in the Premises. Subject to the Base Rent Credit as described in Section 4.1 below.

**Landlord:** Trustee of D. T. S. Trust, u/d/t dated August 13, 1973 and recorded in the Norfolk Registry of Deeds in Book 5036, Page 733, and not individually. For Landlord's title, see Deed date December 31, 1973 and recorded in said Registry at Book 5010, Page 188.

**Landlord's Mailing Address:** Preferred Realty Corporation  
251 Harvard Street, Suite 12  
Brookline, MA 02446

**with a copy to:** Fellman Kapilian Law, P.C.  
Jaconnet Street, Suite 300  
Newton, MA 02461  
Attn: Scott H. Kapilian, Esq.

**Tenant:** Bartaco Brookline, LLC, a Massachusetts limited liability company

**Tenant's Mailing  
Address:**

Bartaco Brookline, LLC  
671 North Glebe Road  
Ballston Tower  
6<sup>th</sup> Floor, Suite 600  
Arlington, VA 22203  
Attention: Barteca

With a copy to: FLB Law  
315 Post Road West  
Westport, CT 06880  
Attn: Eric D. Bernheim, Esq.

**Tenant's Trade Name:** Bartaco, subject to change provided it complies with the Permitted Use or if Tenant's affiliated entities change the trade names of a majority of the bartaco restaurants then operating

**Premises:** (a) approximately 2,945 square feet of useable ground floor space in the building known and numbered as 1634-1636 Beacon Street, Brookline, Massachusetts (the "Building"), (b) approximately 2,900 square feet of useable space in the basement of the Building (excluding certain basement areas currently utilized for mechanical, utility and other Building systems) (the "Premises"), all as shown on the floor plans attached hereto as Exhibits A and A-1. Dimensions are measured from the outside of exterior walls and the center of interior walls. The Building and the land on which the Building is located and related improvements located thereon shall be referred to herein as the "Property." Exhibits A and A-1 are intended only to show the approximate size and location of various portions of the Premises, the Building and the Property as well as a preliminary floor plan that is approved by Landlord, subject to modifications at Tenant's discretion, but subject to Landlord's commercially reasonable approval.

**Premises Address:** 1634-1636 Beacon Street, Brookline, MA

**Term:** The period commencing on the Commencement Date and

ending at 11:59 p.m. on either (i) the last day of the calendar month in which the tenth (10<sup>th</sup>) anniversary of the Rent Commencement Date occurs if the Rent Commencement Date is other than the first day of a calendar month, or (ii) the day immediately preceding (being the last day of the calendar month) the tenth (10<sup>th</sup>) anniversary of the Rent Commencement Date if the Rent Commencement Date is the first day of a calendar month (the "Termination Date"). Notwithstanding the preceding, in the event the Termination Date occurs between October 1<sup>st</sup> and the immediately following December 31<sup>st</sup> the Termination Date shall be automatically extended until the immediately following January 31<sup>st</sup>.

**Extension Option:**

Two (2) separate options to extend the Term for Five (5) years each (the "Extension Periods") if Tenant exercises such options in accordance with Section 3.2 of this Lease.

**Lease Year:**

The first "Lease Year" shall be the period commencing on the Commencement Date and ending on either (i) the day immediately preceding the first (1st) anniversary of Rent Commencement Date if the Rent Commencement Date is the first day of a calendar month, or (ii) the last day of the calendar month in which the first (1st) anniversary of the Rent Commencement Date occurs if the Rent Commencement Date is other than the first day of a calendar month, and each succeeding consecutive twelve (12) month period thereafter shall be a Lease Year with the final Lease Year of the initial Term ending on the Termination Date.

**Permitted Use:**

Tenant shall initially be required to use the Premises for the operation of a "Bartaco restaurant" being a high quality full-service restaurant with table seating and waitstaff, specializing in healthy small plates, with a Mexican and Latin American influence, including, without limitation, the serving of beer, wine and alcoholic beverages, catering, cooking and preparation of food for on- and off-premises consumption, and the conduct of activities ancillary to the operation of a full-service restaurant, all of the foregoing to be in accordance with and subject to applicable law, and thereafter for full-service restaurant use, subject to any then existing exclusives granted to other tenants in the Building, and for no other use. Tenant, its permitted subtenants and contractors, and their respective agents, employees, licensees and guests, shall have access to the Premises at all

times, 24 hours per day, every day of the year, subject to Landlord's reasonable access procedures, the project's rules and regulations and other reasonable limitations set forth in this Lease.

**Permitted Hours of Operation:**

The hours of operation permitted by law.

**Base Rent:**

<u>Period</u>	<u>RSF Paying Base Rent On*</u>	<u>Base Rent / RSF</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
CD - RCD	2,945	\$0.00	\$0.00	\$0.00
Lease Years 1 - 2	2,945	\$25.00	\$73,625.00	\$6,135.42
Lease Year 3	2,945	\$30.00	\$88,350.00	\$7,362.50
Lease Years 4 - 5	2,945	\$45.00	\$135,525.00	\$11,043.75
Lease Years 6 - 10	2,945	\$49.50	\$145,777.50	\$12,148.13
<b><u>First Extension Period</u></b>				
Lease Years 11 - 15	2,945	\$54.45	\$160,355.25	\$13,362.94
<b><u>Second Extension Period</u></b>				
Lease Years 16 - 20	2,945	\$59.90	\$176,405.50	\$14,700.46

\*Base Rent shall be calculated only on the square footage of the ground floor portion of the Premises.

**Pro Rata Share or Tenant's Share:**

Ratio between rentable square footage of the Premises and rentable square footage of first floor space in the Building from time to time. Initially Thirty-five Percent (35%).

**Utilities:**

Utilities for water, sewer, electricity and natural gas serving the Premises exclusively are separately metered. Tenant shall pay all costs of every kind relating to the furnishing and use of utilities at and to the Premises as of the Commencement Date directly to such utility providers and the Town of Brookline with respect to water and sewer. The cost of utilities for the Common Areas shall be included in Landlord's Operating Costs.

**Tenant's Minimum Insurance Obligations**

(See also Section 7.1):

- A. All-risk full replacement value insurance for Tenant's property and all of Tenant's Improvements (including without limitation, all of Tenant's Work).
- B. Commercial Public Liability Insurance of \$3,000,000.00/\$3,000,000.00/\$500,000.00 or

\$3,000,000.00 combined single limit coverage

C. Worker's compensation disability and similar insurance for all of Tenant's employees and contractors.

**Security Deposit:** Twenty-Four Thousand Two Hundred Seventy and 84/100 Dollars (\$24,270.84).

**Exclusive:** Provided Tenant is operating a Bartaco restaurant in the Building (subject to temporary delays and casualty) in compliance with Section 5.5 and the other applicable provisions of this Lease, no other portion of the Building shall be used for the operation of a full-service (meaning full sit-down table service with wait staff) health oriented or Mexican restaurant serving alcohol except as set forth in Section 5.5 (provided such restriction shall not prohibit other portions of the Building from being used as a restaurant, bar, café, lounge or other establishment serving eat-in or take-out food, other than a full-service Mexican restaurant serving alcohol as provide in Section 5.5).

**Broker:** Newmark Knight Frank and CBRE (as Tenant's Brokers), whose commission (totaling \$50,000) shall be paid one-half by Landlord and one-half by Tenant pursuant to separate agreements and as otherwise set forth in Section 11.7.

**Guarantor:** Barteca Restaurants, LLC

**Guarantor Address:**

671 North Glebe Road  
Ballston Tower  
6th Floor, Suite 600  
Arlington, VA 22203

Each of the foregoing basic provisions and defined terms shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease.

**ARTICLE II - PREMISES AND COMMON AREAS**

On the terms of this Lease, Landlord leases to Tenant, and Tenant accepts from Landlord, the Premises. Tenant shall have, as appurtenant to the Premises, (i) the right, in common with others, to use the parking areas, driveways, entrances, exits, sidewalks, passageways and other areas designated for common use of tenants ("Common Areas"),



all as Landlord may make available from time to time and subject to Landlord's rights to make changes, including increases and decreases, in the Common Areas and Building, to grant others non-exclusive rights with respect to portions thereof, and to the limitations in this Lease provided, however, such alterations shall not be permitted to adversely and materially impact Tenant's operations, visibility of, parking for, or access to the Premises. Any area located within the boundaries of the real estate that is exclusively allocated to another tenant shall not be a part of the Common Areas, and (ii) the exclusive right to use the outdoor seating area shown on Exhibit B attached hereto (the "Outdoor Seating Area") for the outdoor seasonal use as additional customer seating in connection with the Permitted Uses and for no other use. Landlord represents that the parking area contains, and will at all times contain, except as may be required in order to comply with applicable law or as may be mutually agreed to by the parties, a minimum of 25 non-exclusive customer parking spaces.

Tenant shall have the right, at Tenant's expense, to monitor the use of the parking areas to prohibit use thereof by unauthorized parties. In connection therewith, Tenant may employ one or more parking attendant(s)/valet(s) to increase available parking spaces, and park cars for customers provided that (i) Tenant and its employees comply with all local parking ordinances and regulations, and reasonable rules and regulations promulgated by Landlord, (ii) Tenant does not interfere with the ability of the other tenants of the building and their employees and invitees to utilize the parking areas on a first come first served basis, and (iii) Tenant shall indemnify, hold harmless and defend Landlord from and against all claims, losses, damages and liabilities arising from or connect with Tenant's exercise of its rights pursuant to this paragraph except to the extent caused by the negligence or willful misconduct of Landlord or its employees, other tenants, contractors or agents.

Landlord shall maintain the Common Areas in good repair, and reasonably clear of snow and ice, including the clearing snow, ice and debris from the parking area, Premises' entrances and exits and from the sidewalks directly adjacent to the Premises; provided however, the cost of snow and ice removal from the Premises' entrances and exits and from those portions of the sidewalks directly adjacent to the Premises shall be charged to Tenant, at commercially reasonable rates, as a Direct Reimbursable Expense rather than included in Operating Costs, as Tenant acknowledges that other tenants in the Building are responsible for clearing snow and ice from their respective entrances and exits and from the portions of the sidewalks directly adjacent to their respective premises. Furthermore, if any of the adjacent spaces are vacant at anytime during the Term of this Lease, Landlord shall be responsible for the snow and ice removal from the sidewalks in front of such vacant spaces, and the cost of which shall be included in Landlord's Operating Costs. Landlord shall maintain or cause to be maintained in good order, condition and repair (including replacements if necessary), subject to Articles V, VII and other applicable Lease provisions, the roof (roof structure, membrane, flashing, gutters, downspouts, shingles and the like); structural elements of load bearing interior and exterior walls (but specifically excluding any interior surface or coverings within the Premises); foundation (footings, floor slabs and other structural components, including joists, steel frames and columnar

supports) of the building in which the Premises are located; all utility lines excluding any utility lines serving the Premises exclusively, including plumbing mains, conduits, building systems, and connections serving the building (other than any such lines, mains, conduits systems and connection serving the Premises exclusively); Common Areas, parking areas and landscaping of the Landlord's real estate. Tenant acknowledges that utilities for natural gas, electricity, and municipal water and sewer for the Premises are separately metered.

### **ARTICLE III - TERM; TENANT'S WORK**

**3.1 Term.** This Lease is for Term as it may be extended hereby. Tenant acknowledges that (i) the Premises were previously occupied by another tenant of Landlord's, Porto Maltese LLC ("Porto"), pursuant to the terms of a lease (the "Porto Lease") which Porto Lease has expired in accordance with its terms as of June 30, 2021, and (ii) Landlord must complete the Asbestos Remediation Work (as defined below) prior to the removal of all of Porto's personal property and trade fixtures. As used in this Lease the phrase "Commencement Date" shall mean the Commencement Date set forth in Article 1 of this Lease. For purposes of this Lease, the "Delivery Date" shall be the later to occur of (a) the full execution and delivery of this Lease, (b) the substantial completion by Landlord of the Asbestos Remediation Work in accordance with the Asbestos Remediation Plan (as defined below), and (c) the date which is ten (10) days after Landlord's delivery to Tenant of written notice that Porto has vacated the Premises, and that all of Porto's personal property and trade fixtures have been removed from the Premises, leaving the Premises in broom clean condition. Landlord shall use commercially reasonable efforts to cause the Delivery Date to occur on or prior to November 1, 2021; provided however, (I) Tenant waives any right to rescind this Lease by reason of, or to recover any damages that may result from, Landlord's failure to deliver possession of the Premises to Tenant on any particular date, except as specifically set forth in the last sentence of this Section 3.1, (II) Landlord's and Tenant's obligations under this Lease are expressly contingent upon Porto vacating the Premises in accordance with the Porto Lease or any Porto Lease Termination Agreement, as the case may be. Landlord agrees to provide Tenant with regular updates on the expected delivery. In the event the Delivery Date has not occurred on or prior to December 15, 2021 (the "Outside Delivery Date"), subject to delays due to Force Majeure, Tenant shall have the right thereafter to rescind this Lease should it choose to, by not less than thirty (30) days prior written notice to Landlord with such notice delivered any time after the Outside Delivery Date, and receive back any and all monies Tenant may have provided to Landlord as Tenant's sole and exclusive remedy under this Lease, at law and in equity; provided however Landlord may negate such termination by causing the Delivery Date to occur within such thirty (30) day notice period. In the event Landlord fails to cause the Delivery Date to occur on or prior to the Outside Delivery Date and this Lease is terminated by Tenant pursuant to this Section 3.1 for any reason other than Porto's failure to yield up and deliver the Premises to Landlord in accordance with the terms of the

Porto Lease, Landlord shall reimburse Tenant for its reasonable and actual out-of-pocket third party expenses in connection with this Lease, not to exceed \$25,000.00, which obligation shall survive termination of this Lease. Except with respect to the completion of the Asbestos Remediation Work, as defined in Section 3.3 below, the Premises shall be delivered to Tenant in "as is" condition as set forth in Section 3.3 below. Prior to Landlord's tender of possession of the Premises to Tenant, Landlord shall provide Tenant, subject to the terms and conditions of this Lease, with reasonable access to enter upon the Premises for purposes of inspecting, taking measurements, and obtaining bids for Tenant's anticipated work, provided any such access shall not unreasonably interfere with or delay the Asbestos Remediation Work. Tenant shall not be required to pay Minimum Rent or Additional Rent for any days of such early access. The one hundred eighty day (180) day period described in the definition of Rent Commencement Date in Article I of this Lease shall be subject to postponement on a day-for-day basis by reason of a Landlord Delay. The term "Landlord Delay" shall mean any delay caused by reason of any act, neglect, failure or omission by Landlord, its agents, servants, employees, contractors or subcontractors, caused by: (a) unreasonable delays in the giving of any access to the Premises, and (b) delays by reason of the existence of any Hazardous Substances in the Premises as of the Delivery Date requiring abatement or removal, (b) delays due to any other violation of code or laws with respect to any portion of the real property or the systems or equipment therein located outside the Premises for which Tenant is not responsible under this Lease, except if such violation is triggered by any act of Tenant, its agents, servants, employees, contractors or subcontractors and only in the event such violation prevents Tenant from completing Tenant's Work or Tenant's inability to obtain a certificate of occupancy upon the completion of Tenant's Work; and/or (c) subject to Tenant's obligation to pay the cost therefor, delays due to any failure of Landlord to provide utilities or other services during Tenant's performance of Tenant's Work.

**3.2 Extension Options.** Tenant has the right to the Extension Option(s) at the Extension Period Base Rent and otherwise on the same terms and conditions as this Lease except with each exercised Option there shall be one less Extension Option. Tenant shall exercise each Extension Option by written notice to Landlord not less than nine (9) months before the expiration of the then current Term. At Landlord's option, Tenant's exercise of each Extension Option shall be effective only if, at the time of the notice and upon the effective date of the Extension Period, there is no uncured monetary or other material Default continuing beyond any applicable notice or grace periods hereunder, or condition which would be a Default with the passage of time and/or the giving of notice unless Tenant cures such condition prior to same becoming a Default. If Landlord does not object to Tenant's notice within ten (10) days of receipt of same, then Landlord is deemed to have accepted a valid notice and the Extension Option shall be deemed to have been properly exercised. In order for Landlord's objection to be proper, Landlord must provide a detailed statement with specific references to the terms of the Lease as to why Tenant's notice is

not valid.

**3.3 Condition; Asbestos Remediation Work.** (a) Tenant has inspected or had the opportunity to inspect the Premises and Outdoor Seating Area and, except with respect to the completion of the Asbestos Remediation Work in accordance with the terms of this Lease, Tenant is satisfied in all respects with the condition of same. The Premises and Outdoor Seating Area shall be delivered "As Is", and except for the completion of the Asbestos Remediation Work, Landlord shall not be required to make any repairs or replacements at any time (hereafter jointly "Repairs") or improvements, alterations or additions (hereafter collectively "Improvements") to the Premises, the Outdoor Seating Area, the Building or the Property, subject to Landlord's obligations in Article II and it being understood that Tenant shall not be responsible for casualty loss, condemnation and repairs that are not Tenant's obligation hereunder.

(b) Landlord and Tenant acknowledge and agree that an inspection of the Premises by Landlord has revealed the existence of certain asbestos contamination within the Premises and the HVAC system serving the Premises exclusively, including without limitation, the five (5) roof-top HVAC units serving the Premises (the "Premises RTUs") and the respective distribution drops for each of the Premises RTUs, all as more particularly described in that certain *Non-Traditional Asbestos Abatement Work Plan* 1634 Beacon Street, Brookline, Massachusetts, prepared by Hillmann Consulting, Hillmann Project Number: M3-10669, dated August 4, 2021 and revised August 10, 2021, a copy of which has been provided to Tenant (the "Asbestos Remediation Plan"). The Asbestos Remediation Plan has been approved by the Massachusetts Department of Environmental Protection ("MassDEP"). Landlord shall complete, at Landlord's sole cost and expense, all of the asbestos remediation work, including without limitation, all asbestos abatement, remediation, cleaning, removal (including without limitation, the removal and disposal of all Premises RTUs), disposal, encapsulation, testing, reporting and other submissions required strictly in accordance with the Asbestos Remediation Plan and all applicable laws in order to obtain a final No Further Action letter or other customary close out letter (if applicable) from MassDEP with respect to the Asbestos Remediation Plan (the "Asbestos Remediation Work"). Tenant acknowledges and agrees that Landlord shall not be required to replace the Premises RTUs, which shall be replaced by Tenant, at Tenant's sole cost and expense, as part of Tenant's Work in accordance with Tenant's Plans (as defined below). Without limiting Landlord's obligations contained herein with respect to pre-existing Hazardous Materials, all claims for Landlord's failure to properly complete the Asbestos Remediation Work shall be made within sixty (60) days of the later of: (a) Landlord delivering a copy of an asbestos remediation report prepared by a licensed contractor indicating that all Asbestos Remediation Work has been performed in accordance with all applicable laws; or (b) the Delivery Date. Landlord shall install temporary caps to cover the locations of the removed Premises RTUs, covering the roof curbs, upon completion of the Asbestos Remediation Work.

**3.4 Approvals.** Tenant's License Plans, as hereinafter defined, shall be comparable in design, trade dress, and style as other prototypical bartaco restaurants.

### 3.L.

(a) Within ninety (90) days of the Delivery Date, Tenant shall prepare all plans and specifications required to apply for and obtain the Licenses described below ("License Plans").

(b) Landlord shall have ten (10) business days to review and approve or reasonably comment on Tenant's initial design drawings. If Landlord has not responded within ten (10) business days, the drawings will be deemed approved.

(c) Tenant shall then diligently address any reasonable revisions requested by Landlord and resubmit said design drawings to Landlord for review consistent with subsection (b) above within twenty-five (25) business days following Landlord's review per subsection (b) above.

(d) Upon Landlord providing written approval of Tenant's initial design drawings, Tenant shall have sixty (60) days to prepare a final set of construction drawings sufficient to apply for its permits. Tenant shall submit said final set of construction drawings to Landlord for review consistent with subsections (b) and (c) above, as well as, to governing agencies for permit approval. If the governing agencies require revisions to Tenant's final construction drawings, Landlord shall have ten (10) business days to review and approve or reasonably comment on said drawings, such approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall then diligently address any reasonable revisions requested by Landlord and resubmit said construction drawings to Landlord for review and reasonable comments within twenty-five (25) business days of Landlord's receipt of same.

(e) Upon written approval of Tenant's final set of construction drawings by Landlord, Tenant shall as soon as reasonably possible (exhausting all efforts to diligently attempt to have the application submitted no longer than 10 days following Tenant's receipt of such written approval, provided that in no event shall such period be longer than 30 days) file for its permits with the appropriate municipal authorities.

(f) Changes to the approved construction drawings by the Tenant, specifically excepting interior cosmetic changes by Tenant or revisions required by the governing authorities provided same do not materially and adversely impact the building's structural components or common systems, shall be made only upon prior written approval of Landlord, said approval shall not be unreasonably conditioned, delayed or withheld. Landlord shall provide the Tenant written notice of review comments and/or approval within five business (5) days after receipt of the changed approved plans and specifications from the governing authorities. Failure by Landlord to provide said written notice shall be deemed to be approval of said plans and specifications

Within five (5) days of Landlord's approval of the License Plans, Tenant shall, at Tenant's expense, prepare submit and complete proper applications for, and use all diligent

efforts (which shall include, without limitation, the use of a reputable, qualified local attorney with an expertise in the permitting process in the Town of Brookline) to obtain, and to have duly approved by the appropriate governmental authorities and officials of the Town of Brookline and Commonwealth of Massachusetts, as soon as reasonably possible for Tenant's use of the Premises and Outdoor Seating Area for the Permitted Uses hereunder, (a) any and all licenses, permits, special permits, variances, or other consents and approval issued by any governmental or quasi-governmental authorities or permit granting or other agencies having jurisdiction over the Premises, the Outdoor Seating Area, the Building or Property or the Permitted Uses required by reason of any applicable statute, law, ordinance, rule or regulation applicable to the Permitted Uses of the Premises and Outdoor Seating Area for the Permitted Uses (the "Authorizations"), (b) a beer, wine and/or all purpose alcoholic beverages liquor license based on the floor plan and seat count attached as Exhibit A ("Liquor License"), provided the Liquor License shall be submitted timely so that it will not delay the opening date, however, it shall not be required to be submitted at the same time as the other permit requests if Tenant's liquor consultant advises doing so would be premature, and (c) a common victual license for the operation of Tenant's business in the Premises ("CV License") (the Authorizations, Liquor License, and the CV License are each herein a "License" and, together, the "Licenses"). For the purposes hereof, each such License shall be considered to have been "obtained" when the same has been purchased by and assigned or granted to Tenant, and Tenant has received the approval thereof required from the appropriate governmental authorities all appeal periods having expired without any appeals being filed. Tenant further agrees throughout the Term to use all reasonable efforts and diligence to maintain in full force and effect and good standing the Licenses and all other licenses, permits and approvals which Tenant shall reasonably require to operate its business in the Premises. If Tenant is unable to obtain the Licenses and Building Permit (as defined below) by the date which is one hundred twenty (120) days after the Delivery Date (the "Permitting Period"), then either Landlord or Tenant shall have the right to terminate this Lease upon five (5) days written notice to the other at any time prior to the date on which the Licenses and Building Permit are obtained provided Tenant shall not have the right to terminate if Tenant is in default of this Lease beyond applicable notice and cure periods. If the Lease is terminated pursuant to this Section 4.6, Landlord shall immediately return to Tenant any Security Deposit, whereupon the Lease shall terminate as of the date of the applicable notice, and shall be of no further force or effect.

In addition to Tenant's obligations with respect to the Licenses, Tenant reasonably promptly shall prepare such plans and specifications ("Building Permit Plans" and together with the License Plans, the "Tenant's Plans") as are required to obtain the building permit required for Tenant's Work ("Building Permit"), which Building Permit Plans shall be subject to Landlord's approval, not to be unreasonably withheld, conditioned or delayed and the parties shall follow the same submission and review process as set forth above with respect to the License Plans. The Building Permit Plans shall include the replacement of the Premises RTUs with new roof top units sufficiently sized to provide not less than twenty (20) tons of cooling capacity to the Premises. In the event Tenant proposes to modify the design configuration of the HVAC system serving the Premises by reducing

or increasing the number and/or size of roof top units from the Premises RTUs or changing the locations and accompanying roof penetrations from the Premises RTUs, Tenant's proposed Building Permit Plans shall include such design modifications which design shall include, without limitation, (i) permanently capping any unused locations of any of the Premises RTUs, and (ii) any improvements to the Building's roof structure necessary in order to support Tenant's proposed roof-top units (if heavier per square foot than the existing Premises RTUs). Notwithstanding Landlord's maintenance obligations under Article II above, Tenant shall be responsible, at Tenant's sole cost and expense, for any repair or maintenance of the roof, roof structure, roof membrane, flashing, gutters, downspouts and the like, to the extent required as a result of any Tenant's Work. Upon Landlord's approval of the Building Permit Plans, Tenant shall thereafter use reasonable efforts and diligence to obtain the Building Permit. "Tenant's Work" shall mean all work to be performed by Tenant, subject to Landlord's approval, not to be unreasonably withheld, conditioned or delayed as set forth herein, to prepare the Premises and Outdoor Seating Area, for Tenant's Permitted Use. The foregoing termination right shall also apply with respect to the Building Permit. In addition to the existing 400 amp electrical service panel currently connected to the Premises which Tenant shall have the exclusive use of, Tenant's electrical contractor has identified what he believes to be an additional 200 amp electrical service panel that is not currently serving any portion of the Building (the "Spare 200 amp Panel"). In the event the Spare 200 amp Panel is not, as of September 27, 2021, providing electric utility service to any other portion of the Building or connected to the premises of any other tenant in the Building or connected to any of the common areas of the Building, Tenant shall have, during the Term, the exclusive use of the Spare 200 amp Panel on the following terms and conditions: (i) Landlord makes no representations or warranties of any kind with respect to the Spare 200 amp Panel, Tenant's use thereof or its fitness for Tenant's use, except that Landlord shall not authorize any other party the right to use the Spare 200 amp Panel in the future (ii) Tenant's use of the Spare 200 amp Panel shall be "as is, where is, with all faults" and at Tenant's sole risk, cost and expense, (iii) Tenant shall be responsible, at Tenant's sole cost and expenses for the installation, maintenance and repair of any electric utility meter required by the applicable electric utility provider and for all associated equipment, conduits, lines and fixtures in connection with the use of the Spare 200 amp Panel as part of the electric utility system serving the Premises, and (iv) in accordance with Section 5.1(f) of this Lease, the Spare 200 amp Panel shall be separately metered and Tenant shall contract separately therefore with the electric utility provider and Tenant shall pay the cost of electricity directly to such electric utility provider. For the avoidance of doubt, Tenant's use of the Spare 200 amp Panel is an accommodation by Landlord and Landlord shall have no responsibility or liability in connection with Tenant's use thereof unless Landlord authorizes another party to utilize said Panel on or after September 27, 2021. Notwithstanding the foregoing, Landlord hereby represents to Tenant that no other lease with any other tenant of Landlord affords said tenant the right to utilize the Spare 200 amp Panel.

#### **ARTICLE IV - RENT**

**4.1 Base Rent and Additional Rent.** Tenant shall pay Base Rent monthly, in

advance, on the Rent Commencement Date and on the first day of each calendar month thereafter (all as set forth in Section 3.1.1 above). "Additional Rent" which shall include Operating Cost Rent, Tax Rent and all other sums (except Base Rent) payable by Tenant to Landlord), shall be paid when due. If (i) Base Rent and/or any Additional Rent (hereafter jointly "Rent") is not received by Landlord by the due date, or (ii) Tenant's check is not honored, and because actual damages result from late payments and dishonored checks are extremely difficult to fix, Tenant agrees to pay \$150.00 for the first failure within any period of twelve (12) consecutive months provided such failure to pay continues for five (5) days after notice to Tenant that the payment was not received when due, \$250.00 for the second such occurrence within such twelve-month period, and \$500.00 for each subsequent occurrence within such twelve-month period (provided that, as to Base Rent, Tenant shall not be entitled to notice after the first such failure to pay in any twelve-month period) as liquidated damages for each late payment or dishonored check. In addition, Landlord may charge interest from the initial due date at the rate of the lesser of fifteen percent (15%) or the maximum legal rate on all amounts not received by Landlord within five (5) days of the due date. If two (2) or more of Tenant's checks are dishonored, Landlord may demand all future payments be by certified or bank check or money order. The late charge and interest payments do not modify Tenant's obligation to pay Rent when due, nor is Landlord precluded from pursuing other remedies under this Lease or otherwise available. Notwithstanding anything contained in this Section 4.1 to the contrary, in the event Tenant pays its share of the Brokerage Commission in accordance with Section 11.7 below, Tenant shall be entitled to a credit against Base Rent in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "Base Rent Credit"), which Base Rent Credit shall be applied to the monthly installments of Base Rent due and owing beginning as of the Rent Commencement Date and thereafter applied to successive monthly installments of Base Rent, or so much thereof, until the Base Rent Credit is fully applied.

**4.2 Net Lease.** Tenant's Rent payments shall be net to Landlord so that this Lease yields to Landlord the net annual Base Rent, and Tenant shall pay all Base Rent, Additional Rent and costs of every kind relating to the Premises (except for such costs as Landlord is obligated to pay under the terms of this Lease without reimbursement) without setoff, deduction, counterclaim or defense and, except as specifically provided in this Lease, without abatement or demand.

**4.3 Tax Rent.** Tenant shall pay Tenant's Pro Rata Share of all real estate taxes, assessments, sales or use taxes, sewer entrance fees, and other public charges imposed on, or in connection with, the Property including all buildings, land and personalty, taxes on rentals, taxes in addition to or in lieu of existing taxes and all costs of attempting to secure a refund or abatement (together called "Taxes"); provided Taxes shall not include franchises, estate, inheritance, succession, transfer, income or excess profits taxes assessed on Landlord. Tenant also shall pay all real and personal property taxes attributable to its signs or personal property, and all Tax increases resulting from Tenant's Improvements to the Premises regardless of whether same are charged directly to Tenant or to Landlord.

Tenant's Pro Rata Share of all Taxes shall be based upon Taxes "as abated." If



Landlord receives a refund or abatement of Taxes, Landlord first shall receive from any Tax refund all costs of securing the refund (except to the extent Landlord has included such amount in "Taxes") and to the extent Tenant paid Taxes for which the refund was received, Tenant then shall be entitled to its Pro Rata Share of the balance. Landlord shall have the primary control of all tax abatement proceedings. If Landlord elects to not seek an abatement, then Tenant may, at its sole cost and expense, seek abatement of any Taxes assessed against the Property, provided (i) Landlord shall reasonably cooperate with Tenant in connection therewith at no cost to Landlord and (ii) Tenant shall indemnify, hold harmless and defend Landlord with respect to any claims, losses, damages and liabilities resulting from or relating to Tenant's seeking of an abatement. If Tenant receives a refund or abatement of Taxes, Tenant first shall receive from any Tax refund all costs of securing the refund, then Tenant shall be entitled to its Pro Rata Share of the balance, and the remainder shall be paid to Landlord. The pendency of abatement proceedings or Landlord's withholding of tax payments shall not affect Tenant's obligation to pay Taxes as provided herein.

Tenant shall pay Tax Rent to Landlord monthly with Base Rent in an amount equal to one-twelfth (1/12) of its Pro Rata Share of the most recent Tax bill. Landlord shall notify Tenant of its actual Pro Rata Share after receipt of the tax bill for the fiscal year which shows the final/actual taxes due for such fiscal year (rather than the estimated taxes) and any excess paid by Tenant shall be applied to Tenant's next tax payment or refunded, at Landlord's election, or Tenant shall pay any deficiency within fifteen (15) days of notice.

Taxes" shall not include any of Landlord's income, estate, inheritance or gift taxes; excise or transfer taxes; franchise or "gross margins" taxes; capital levies or capital stock or excess profits taxes; rollback taxes attributable to any tax years prior to the year in which the Lease is executed due to a change in use of the building by Landlord in such prior years; any items for which Tenant or other tenants are liable pursuant to their lease (other than as an operating expense pass-through item); or penalties or any interest incurred for any reason whatsoever, including without limitation as a result of Landlord's negligence, inability or unwillingness to make payments of, and/or to file any tax or information returns with respect to, any real property taxes or assessments, when due. Tenant shall be entitled to its proportionate share of any tax refunds, credits, or rebates, after first deducting the reasonable costs and expenses incurred by Landlord in connection with any such refunds, credits, abatements or rebates, for any Taxes related to the property to ensure that Tenant is only responsible to pay those Taxes that are actually assessed against and paid by the Landlord. Landlord agrees to pay any special assessment in installments over the longest possible lawful period, and in such event, Taxes shall include only those particular installments and interest paid on the unpaid balance of the assessment applicable to the particular calendar year.

**4.4 Operating Cost Rent.** Tenant shall pay Tenant's Pro Rata Share of "Operating Costs" and "Direct Reimbursable Expenses" (collectively "Operating Cost Rent").

(a) "Operating Costs" include all costs and expenses of every kind and nature,

excluding Taxes paid or incurred by Landlord in operating, managing, equipping, controlling traffic, policing (if and to the extent provided by Landlord), lighting, cleaning, maintaining, and repairing and restoring the Property (including the Common Areas and Building), premiums for all of Landlord's insurance relating to the Common Areas and Building and insurance deductibles paid by Landlord (which deductibles shall be commercially reasonable) and an administrative charge equal to fifteen percent (15%) of Operating Costs ("Administrative Charge"). Notwithstanding anything to the contrary herein, Landlord shall either be entitled to the Administrative Charge, or be permitted to charge a commercially reasonable management fee for services performed by a third party property manager, but not both. Landlord will use commercially reasonable efforts to ensure all Expenses are charged at commercially reasonable rates, ensuring that Tenant is charged commercially reasonable industry rates for all services, consistent with similarly aged buildings of similar construction in the greater Boston/Brookline area. All of said expenses shall be a direct pass through with no mark up by Landlord or its property manager. Operating Costs shall not include (1) any loan costs for interest, amortization, or other payments on loans to Landlord; (2) expenses incurred in leasing or procuring tenants, including without limitation (A) leasing commissions, attorneys' fees and other expenses related to leasing tenant space and constructing improvements for the benefit of an individual tenant, (B) advertising and marketing expenses and expenses for preparation of leases or renovating space for new tenants, or (C) rent allowances, lease takeover costs, payment of moving costs; (3) legal expenses other than those incurred for the general benefit of the Building's tenants, specifically excluding legal, auditing, consulting and professional fees paid or incurred in connection with negotiations for financings, re-financings or sales of the Property; (4) allowances, concessions, and other costs of renovating or otherwise improving other leased space for occupants of the Building or vacant space in the Building; (5) rents due under any ground leases; (6) costs incurred in selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interests in the Property; (7) the cost of full roof replacement and structural repairs not caused by Tenant except to the extent and in the manner permitted hereunder; (8) expenses paid or reimbursed by Tenant in full pursuant to this Lease; (9) capital expenditures except to the extent permitted hereunder, including (A) the original investment in capital improvements, i.e., upon the initial construction of the Property or the addition of new square footage by Landlord, shall not be included, and (B) capital improvements made either before or during the Term shall be included only to the extent of a reasonable depreciation or amortization (including interest accruals commensurate with Landlord's interest costs) beginning with the date on which payment for the improvement was made and continuing through the reasonable useful life of the improvement; (10) goods and services furnished to an individual tenant of the Building which are above building standard and which are separately reimbursable directly to Landlord; (11) repairs and replacements paid by insurance proceeds, from condemnation proceeds or by another tenant or responsible third party; (12) except as expressly provided in this Lease, depreciation, amortization, interest payments on any encumbrances on the Property (or any part thereof); (13) costs of installing, operating or removing any specialty service, such as an observatory, broadcasting facility, luncheon club, or athletic or recreational club; (14) expenses for repairs or maintenance to the extent covered by warranties or service contracts; (15) costs

(other than maintenance costs) of any art work (such as sculptures or paintings) used to decorate the Property; (16) rental, gross receipts, sales and use or other taxes, if any, imposed upon or measured by rents, receipts or income attributable to ownership, use, occupancy, rental, leasing, operation or possession of the Building which have been paid by tenants; (17) salaries of officers and executives of Landlord above the level of property manager; (18) interest and penalties due to late payment of any amounts owed by Landlord, except such as may be incurred as a result of Tenant's failure to timely pay its portion of such amounts or as a result of Landlord's contesting such amounts in good faith; (19) costs related to the existence and maintenance of Landlord as a legal entity; (20) costs incurred in removing the personal property of former tenants or other occupants of the Building; (21) the cost (including legal fees) of any disputes (other than tax disputes and those which generally benefit the tenants of the Building) between Landlord or any employee or agent of Landlord, and any Landlord's mortgagee(s); (22) costs incurred as a result of an intentional tort or the gross negligence or willful misconduct by Landlord or its agents; (23) Landlord's general overhead and general administrative expenses other than the Administrative Charge; (24) the cost of any work or service performed for any tenant or group of tenants (including Tenant) rather than all of the tenants generally and for which Landlord is reimbursed directly by such tenant or group of tenants; (25) costs relating to disputes between Landlord and a specific tenant of the Building; (26) costs incurred for use of any portion of the Property for special events or private events; (27) overtime and other costs of curing defaults by Landlord or performing work which is required to be performed by Landlord at Landlord's sole cost and expense and specifically prohibited from being included in Operating Costs; (28) promotional gifts; events, parties or celebrations to the extent invitations to such events, parties or celebrations are not extended to all of the tenants of the Building; (29) costs of signage which is not intended to generally benefit all tenants of the Building; (30) compensation paid to clerks, attendants or other persons in commercial concessions for which Landlord collects a fee other than the parking facilities (such as a snack bar, restaurant or newsstand); (31) penalties and fines incurred due to the violation by Landlord or any other tenant of applicable law or the terms and conditions of any lease pertaining to the Property, except such as may be incurred by Landlord in contesting in good faith the alleged violation; (32) intentionally omitted; (33) costs in any calendar year relating to or arising, directly or indirectly, from the presence, handling, removal, treatment, disposal, release, remediation (including encapsulation), or replacement of Hazardous Substances in or about the Premises or the Property or Building, including without limitation Hazardous Substances in the ground water or soil, which were not caused by the actions of Tenant, its agents, employees, contractors, subtenants or assignees; (34) dues, costs, fees or expenses arising in connection with any "tenants' association" for the Building; (35) rental loss, bad debt or capital expenditure reserve accounts (other than escrow accounts for the payment of property taxes and insurance premiums); (36) costs for which Landlord has been compensated by a separate management fee which has been included in Operating Costs; (37) entertainment expenses and travel expenses of Landlord, its employees above the level of the manager of the Building, agents, partners and Affiliates; (38) intentionally omitted; (39) intentionally omitted; (40) any "validated" parking for any entity; or (41) costs arising from Landlord's charitable or political contributions.

(b) "Direct Reimbursable Expenses" are costs that otherwise would be Operating Costs attributable directly to the premises of, or services for, an individual tenant or a group of tenants provided that, in the case of Tenant, same shall be included only if either Tenant has requested the applicable service or the service is required, in Landlord's reasonable judgment, due to the acts or omissions of Tenant. At Landlord's option, Landlord may charge Direct Reimbursable Expenses and an administrative charge equal to fifteen percent (15%) of the Direct Reimbursable Expense directly to those tenants for which such expenses were incurred, and Tenant shall pay such expenses within thirty (30) days of billing. Direct Reimbursable Expenses billed to tenants shall not be included in Operating Costs charged to those tenants. Landlord must first notify Tenant of any Direct Reimbursable Expenses prior to incurring same, there currently are none as of the date of this Lease.

Tenant shall pay Operating Cost Rent to Landlord monthly, with Base Rent, in the amount which Landlord reasonably estimates, annually, will represent Tenant's liability, provided that, unless required by Landlord's mortgagee, (i) Tenant shall continue to pay monthly installments of Operating Cost Rent at the same rate as were payable for the prior calendar year until Landlord issues the hereinafter described annual statement and at such time a retroactive adjustment shall be made and (ii) the new monthly installments shall be equal to 1/12 of the Operating Costs for the prior calendar year as set forth in the annual statement subject to an increase of up to 5% based on Landlord's reasonable estimates of increases in Operating Costs provided that Landlord shall provide to Tenant an explanation of the bases for such estimated increase (and provided the 5% limitation shall not apply to or limit the annual increase or adjustment, but only the estimated monthly installments). Landlord shall furnish to Tenant a statement (certified by Landlord or Landlord's managing agent) within ninety (90) days after the end of each calendar year (or more frequently, at Landlord's election) (provided that Landlord's failure to issue such statement within such ninety (90) day period shall not reduce Tenant's obligation to pay the amount due, if any, once the statement is issued), setting forth in reasonable detail the computation of Operating Cost Rent for the preceding calendar year and Landlord's reasonable estimates of such costs for the next calendar year, and any excess paid by Tenant shall be applied to Tenant's next Operating Cost Rent payment or refunded, at Landlord's election, or Tenant shall pay any deficiency within fifteen (15) days of notice. Upon Tenant's written request given within sixty (60) days of Tenant's receipt of the applicable annual statement (time being of the essence), Landlord shall provide Tenant with reasonable supporting documentation for the Operating Costs for the year covered by the applicable annual statement, provided Tenant (i) shall maintain all such information in confidence except as may be necessary to enforce Tenant's rights under this Lease, and (ii) Tenant shall have the right to audit such statement, provided that (a) Tenant so notifies Landlord within sixty (60) days after receipt of the annual statement, (b) the audit is completed within sixty (60) days after Tenant's notice (subject to Landlord caused delays), (c) Tenant may not audit any period more than one time, (d) the information provided for the audit and the results of any audit shall be maintained in confidence by Tenant and Tenant's representatives to which the information has been provided (including the party performing the audit) except

to the extent required to enforce Tenant's rights, and (e) Landlord shall bear the reasonable cost of such audit if Tenant has been overcharged by more than five percent (5%).

**4.5 Security Deposit.** (a) Tenant will pay upon the execution of this Lease the Security Deposit as security for Tenant's performance of all its Lease obligations. Landlord may apply the Security Deposit, or any part, to Landlord's damages arising from Tenant's default (after the expiration of any applicable notice and cure period) without prejudice to any other Landlord remedy. If any part of the Security Deposit is applied, Tenant immediately shall restore the Security Deposit to its original amount. Landlord shall within thirty (30) days return the remaining Security Deposit to Tenant on the expiration or termination of the Term (hereafter referred to as the "end of the Term") and Tenant's surrender of possession of the Premises to Landlord, so long as Tenant is not then in Default. Landlord shall have no obligation to pay interest on the Security Deposit and may not commingle the Security Deposit with Landlord's funds. If Landlord conveys its interest under the Lease, the Security Deposit, or any part not applied previously, may be turned over to the new landlord in which case Tenant shall look solely to the new landlord for proper application and the return of the Security Deposit upon proof that the new Landlord received the Security Deposit.

(b) In lieu of all or part of such cash Security Deposit, Tenant may deposit with Landlord a clean, irrevocable, unconditional, standby letter of credit, drawn on a bank acceptable to Landlord, in favor of Landlord with a right of assignment to any successor to Landlord's interests, having an initial expiration date of not sooner than one year from the issuance date thereof ("Letter of Credit"), which term shall include all renewals, reissuances, replacements and substitutions for the initial Letter of Credit, all of which shall be subject to Landlord's reasonable approval and the terms of this paragraph (b). The Letter of Credit shall contain a clause whereby the issuing bank agrees to automatically extend the term of the letter of credit from year to year throughout the Initial Term unless, not less than sixty (60) days prior to the date on which the letter would expire absent such extension, the issuing bank gives notice to the Landlord, by certified or registered mail, of non-extension. Upon any transfer of Landlord's interest in this Lease, Tenant shall, within five (5) days of Landlord's request, cause any Letter of Credit which is then part of the Security Deposit to be reissued, naming the transferee of such interest as beneficiary. Tenant shall from time to time cause the Letter of Credit to be renewed no later than thirty (30) days prior to any expiration date thereof. In event of a material adverse change in the financial position of any bank which has issued a letter of credit hereunder, Landlord reserves the right, on any schedule expiration or renewal date of any such letter (or prior thereto if the conditions so require), to require that Tenant change the issuing bank to another bank reasonably approved by Landlord. If the bank on which the Letter of Credit is drawn is declared insolvent or placed into conservatorship or receivership, Tenant shall provide Landlord with a suitable replacement Letter of Credit within ten (10) days of the date such issuing bank is declared insolvent or placed into conservatorship or receivership. If Tenant fails to timely renew the Letter of Credit (which for purposes hereof shall mean a failure to provide a renewal, reissuance, replacement or substitution at least thirty (30) days prior to the expiration of the then existing Letter of Credit or fails to deliver a substitute Letter of

Credit to a transferee as provided above, then Landlord may draw on the then-existing Letter of Credit and retain (or transfer to such transferee) the amounts so drawn as security for the performance of Tenant's obligations under this Lease in accordance with the foregoing paragraph (a). Notwithstanding any provision to the contrary, the form of the Letter of Credit which Tenant delivers to Landlord shall be subject to Landlord's approval which shall not be unreasonably withheld.

#### **ARTICLE V - COVENANTS**

**5.1 Miscellaneous Tenant Covenants.** In addition to Tenant's other Lease covenants, Tenant shall, at its expense,

(a) use all the Premises and Outdoor Seating Area solely for the Permitted Use, and for no other purpose including, without limitation, any of the uses set forth in Exhibit D, procure all required licenses and permits, and not use the Premises, the Outdoor Seating Area or the Property in violation of any laws, ordinances, orders or regulations of any public authority or of any insurer, Board of Fire Underwriters, or similar insurance rating bureau having jurisdiction over the Premises or the Property (hereafter collectively "Laws"), or in a manner which may be injurious to or adversely affect the general character of the Premises or Property, and not conduct any auction, fire, going out of business, bankruptcy or similar sale;

(b) intentionally omitted;

(c) comply with Landlord's sign criteria set forth in Exhibit F hereto and the criteria on file with the Town of Brookline, not place signs, awnings, aerials, flagpoles or the like visible from the exterior of the Premises or in the Common Areas without Landlord's consent which shall not be unreasonably withheld or delayed and use only professional quality interior signage, provided however, Tenant shall be permitted to install, at Tenant's sole cost and expense, Building signage to be attached to the Premises Building exterior, with the size, design and location of such Building exterior signage to be approved by Landlord, provided however, Landlord's consent shall not be unreasonably withheld. Tenant shall be liable for the cost of the fabrication and installation of such signage as well as obtaining all necessary Authorizations and municipal permits and approvals in connection with the installation of any such signage. Nothing herein expressed shall be deemed to preclude Landlord from installing or allowing to be installed any additional signage associated with other tenants in the Building, the Landlord, the Building or project name, or Landlord's managing agent. Upon the expiration or other termination of the term of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all of Tenant's signage and repair any damage caused by such removal and restore the Building exterior to its condition immediately prior to such installation. Notwithstanding anything contained herein to the contrary, subject to Tenant's obligation to obtain, at Tenant's sole cost and expense, any Authorizations and municipal permits and approvals, Landlord expressly approves of Tenant's signage as substantially shown on Exhibit G attached hereto, provided such signage complies with all applicable laws, codes and ordinances.

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(d) keep the sidewalks outside the Premises and the Outdoor Seating Area reasonably clean and free of dirt, debris, snow and ice, and not use sidewalks adjacent to the Premises to display or sell merchandise, or otherwise obstruct the sidewalks;

(e) abide by reasonable rules and regulations made by Landlord as set forth in Exhibit E (or other reasonable rules and regulations of which Landlord gives Tenant prior written notice) Landlord shall enforce the rules and regulations in a reasonably non-discriminatory manner, taking prevailing circumstances into account. In the case that Tenant is unable to perform pursuant to both the requirements of the balance of this Lease and the requirements of the rules and regulations referenced herein, the requirements of the balance of this Lease shall control;

(f) pay, as they become due, all charges for utilities for the Premises and Outdoor Seating Area and, if separately metered, contract for same in Tenant's name;

(g) without limiting Landlord's obligations in Article II, keep the Premises, the Outdoor Seating Area and Tenant's storefront in a neat, clean, sanitary condition and in good order and repair, including without limitation, walls, ceilings, the exterior and interior of the store front, doors, and windows; plumbing, electrical, sewage, mechanical, air conditioning, ventilating and heating equipment; grease traps; and all fixtures and equipment appurtenant to the Premises (the foregoing obligation to include maintenance, repair and replacement, as necessary); maintain, repair and replace the sump pump located in the basement of the Premises; replace broken glass with the same quality glass, paint and refurbish the Premises and restore or replace the floor covering at reasonable intervals, and in any event at such times as may reasonably be required to keep the Premises attractive in appearance; not overload, damage or deface the Premises; and properly store and dispose of all trash using a dumpster(s) provided by Tenant and placed in a location designated by Landlord (which may be relocated to a mutually agreeable location within the Building parking area); maintain, repair and replace as necessary all life safety systems located within and serving the Premises and/or Outdoor Seating Area exclusively (which shall specifically exclude the base building sprinkler system), and maintain an annual service contract with a licensed contractor to service, maintain and provide all inspections of such life safety systems as required by applicable law. Tenant shall install as part of Tenant's initial work life safety systems for the Premises and shall coordinate tying in Tenant's life safety systems for the Premises with any Building life safety systems and as directed by Landlord or Landlord's life safety system contractor, all at Tenant's expense. Landlord currently uses American Alarm and Communications, Inc. to provide alarm monitoring services for the Building (excluding the Premises).

(h) make Improvements and Repairs to the Premises and Outdoor Seating Area of whatever nature required by Laws, except that Tenant shall be required to make any structural Improvements only to the extent same are required as a result of Tenant's Improvements or use of the Premises or Outdoor Seating Area. The parties agree that (i) Landlord shall be responsible, at its expense and not included in Operating Costs, for

compliance with the ADA/Accessibility Laws in effect and applicable to the Building as of the date of this Lease or in the future if the condition is not deemed to be a legal nonconformity with respect to all Common Areas, parking facilities, service areas and all points of access into the property, but not the Premises or the premises of other tenants; and (ii) Tenant shall be responsible, at Tenant's sole cost and expense, for compliance with the ADA/Accessibility Laws with respect to only the Premises arising out of Tenant's Work and any subsequent Alterations performed by Tenant in the Premises. In the event any Tenant's Work or any subsequent Alterations by Tenant or Tenant's particular manner of use of the Premises, triggers any ADA/Accessibility compliance issue in any part of the Building or Property outside of the Premises, the same shall, at Landlord's option, be performed by Landlord and Tenant shall reimburse Landlord for the cost thereof as a Direct Reimbursable Expense. Landlord and Tenant agree to immediately repair or cure any violations of the Accessibility Laws as required under this Section 5.1(h) in the timeframe required by code, in order to obtain a Final Certificate of Occupancy for the Premises or in connection with compliance with the Americans With Disabilities Act at the Premises;

(i) maintain, and deliver to Landlord a copy of, a service and maintenance contract for the Premises heating and air conditioning system, in accordance with the manufacturer's recommended procedures, and on conditions Landlord requires, which contract shall be assignable, and assigned at Landlord's request, to Landlord;

(j) pay for all Repairs to the Common Areas and Building required by Tenant's misuse or negligence;

(k) not permit any overnight parking at the Property, require its employees to park only in those portions of the parking area as may be designated by Landlord from time to time, and, upon Landlord's request, advise Landlord of the license plate registration numbers of Tenant's employees' cars in the Property;

(l) not produce any light, sound, odor or vibration which is in violation of applicable laws, regulations, or ordinances (including, without limitation, those relating to noise in violation of the local noise ordinance or noxious odors not customary with the operation of a restaurant in a first class manner which can be perceived within the premises of other tenants of the Building); and not allow any act on the Premises or Outdoor Seating Area which disturbs the normal sensibilities or peaceful occupancy of other tenants or passersby, provided that the foregoing is not intended to prohibit the normal and proper operation of a restaurant in the Premises and the use of the Outdoor Seating Area as permitted under this Lease;

(m) not act in any manner which prevents Landlord from obtaining, or makes void or voidable, any insurance (provided that the foregoing is not intended to prohibit the normal and proper operation of a restaurant in the Premises or the sale of alcoholic beverages as part of such restaurant operation or use of the Outdoor Seating Area as permitted under this Lease) or creates extra premiums for or increases the rate of, Landlord's insurance, and if Tenant causes extra premiums or increased rates, Tenant will pay the additional cost to



Landlord upon demand. Landlord has reported Tenant's Permitted Use of the Leased Premises to its insurers and confirmed that such permitted use shall not void or make voidable any such insurance or create extra premiums for any insurance carried by Landlord;

(n) not act in any manner inconsistent with the Permitted Use as a busy restaurant operated in a first class manner, which prevents Landlord from obtaining, or causes the revocation of, any license, permit, authority, or other document necessary for Landlord to operate the Property, and if as a result of Tenant's business an addition to or change in the Building or Property facilities is required by Law, Tenant shall pay for the addition or change;

(o) intentionally omitted;

(p) intentionally omitted;

(q) not cause or permit any hazardous material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Premises, the Outdoor Seating Area or the Property by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees or invitees provided, however, that without the necessity of obtaining such prior written consent, Tenant shall be entitled to use and store only those Hazardous Materials which are (i) typically used in the ordinary course of business in a restaurant/bar operation for use in the manner for which they were designed and in such limited amounts as may be normal, customary and necessary for Tenant's business in the Leased Premises, and (ii) in full compliance with Environmental Laws, and all judicial and administrative decisions pertaining thereto.. The term "hazardous material" or "hazardous substances" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, materials or wastes or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, printing inks, or any products or materials which now have, or subsequently are found to have, adverse effects on the environment or the health and safety of persons. Without limiting the generality of any other provision of this Lease including Section 7.4, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, reasonable attorneys', consultants' and experts' fees, court costs and settlement payments), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses arising from a breach of this prohibition by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees or invitees except to the extent caused by the negligence or willful

misconduct of Landlord or its employees, agents or contractors. Upon receipt of any such information, Tenant immediately shall notify Landlord in writing of (i) any spill, release, discharge or disposal of any hazardous material in, on or under the Premises or the Building or other portions of the Property, (ii) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened in connection with any hazardous materials relating to the Premises, the Outdoor Seating Area or the Building or other portions of the Property, (iii) any claim made or, to the best of Tenant's knowledge, threatened against Tenant, the Premises, the Outdoor Seating Area or the Building or other portions of the Property relating to hazardous materials, and (iv) any reports made to any governmental agency or entity arising out of or in connection with any hazardous materials in, on, under or about, or removed from, the Premises, the Outdoor Seating Area or the Building or other portions of the Property. The obligations and liability of Tenant under this paragraph shall survive the end of the Term; and

Landlord represents that, to the knowledge of Landlord (meaning the actual knowledge of Tim Daly, as Landlord's property manager), that except with respect to the matters disclosed in the Asbestos Remediation Plan (a) no written notice of any violation of any laws regulating Hazardous Substances has been issued or received with respect to all or any part of the Property or Building, which violation has not been cured in accordance with applicable law, and (b) no condition exists anywhere in the Property or Building which would, with the passage of time or the giving of notice, or both, constitute a violation of any laws regulating Hazardous Substances.

(r) comply with all reasonable policies, programs and measures instituted from time to time by Landlord in order to comply with any applicable codes, rules or regulations relating to the conservation and/or preservation of energy or energy related services, whether mandatory or voluntary, provided that, if voluntary, such policies, programs and measures are (i) comparable to those being generally instituted by landlords of other buildings (of comparable construction) in the general area in which the Property is located, (ii) are appropriate to a building of construction similar to the building in which the Premises is located, (iii) are not at Tenant's cost (except to the extent included in Landlord's Operating Costs), and (iv) do not have a material adverse effect on Tenant's operations, costs, profits, use and enjoyment of the Premises.

If Hazardous Substances are discovered in the Premises or the Property or Building during the Lease Term, and such Hazardous Substances were not caused or introduced by Tenant or any of Tenant's employees, agents or contractors, Landlord will cause such Hazardous Substances to be remediated, at Landlord's expense (said costs to not be included in Landlord's operating expenses), within the time frames and parameters required by law and Landlord shall indemnify and hold Tenant harmless for any damages, costs, and expenses, including reasonable attorneys fees, resulting from any third party claims due to the presence, testing or remediation of such Hazardous Substances, such indemnity shall not include any incidental, consequential, or punitive damages, or compensatory damages for Tenant's lost profits.

If any contamination of the Premises or the Property or Building by Hazardous Substances not caused by Tenant is (a) so deleterious to health and safety that Tenant is unable to operate its business in the Premises for more than thirty (30) days, or (b) Tenant's customers cannot access the Premises for more than thirty (30) days due to the presence or remediation of such contamination, Tenant shall be entitled to an abatement of Rent until such time as such contamination is remediated in accordance with applicable law. In the event Landlord is unable to commence such remediation within thirty (30) days of discovery of the contamination and pursue said remediation to completion as mandated by environmental laws in order to allow Tenant to re-commence business operations in the Premises within six (6) months of such contamination or if such contamination occurs during the final Lease Year of the Term, Tenant shall have the right, at its option, to terminate this Lease upon thirty (30) days' written notice to Landlord, whereupon this Lease shall be null and void and neither party shall have any further liability or responsibility hereunder; provided such notice is given prior to remediation of such contamination sufficient to enable Tenant to re-commence its business operations in the Premises without threat or detriment to health or safety. Notwithstanding the foregoing, Tenant shall not have any termination right with respect to any contamination caused by Tenant, its agents, employees or contractors.

In no event shall Tenant be responsible for, nor shall Tenant be deemed to have indemnified Landlord or any Landlord-related party for any pre-existing contamination or any claims arising out of any release of Hazardous Substances or contamination on, under or in the Premises or the Property or Building caused by any party other than Tenant, except to the extent Tenant had actual knowledge of such release and failed to notify Landlord.

(s) Tenant shall be permitted to conduct its own testing, by a Massachusetts Licensed Site Professional ("Tenant's LSP") to determine if there are any hazardous substances, including but not limited to Asbestos, located on or under the property or within the building or Premises, subject to the rights of existing tenants in the event Tenant wishes to conduct any such testing within the Building but outside the Premises. Tenant shall provide Landlord with a copy of any report issued by Tenant's LSP ("Environmental Report"). To the extent the Environmental Report indicates such hazardous substances are present and not caused by Tenant or any of Tenant's employees, agents or contractors, Landlord shall be required to remediate or abate (which may include encapsulation in accordance with applicable law) any such pre-existing hazardous substances. If Landlord does not perform such remediation or abatement in a timely manner following receipt of the Environmental Report (not to exceed ninety (90) days), Tenant shall be entitled to a day for day extension of the Rent Commencement Date. If Landlord does not perform such remediation or abatement within one hundred eighty (180) days of Landlord's receipt of the Environmental Report, Tenant may terminate this Lease as Tenant's sole and exclusive remedy.

## **5.2 Restaurant and Liquor License Covenants.**

(a) Tenant will open the Premises for business as a prototypical "Bartaco Restaurant" consistent with other "Bartaco Restaurant" locations, pursuant to the Landlord approved Tenant's Plans, as soon as possible, and thereafter continuously and uninterruptedly operate in compliance with the terms and conditions of this Lease in one hundred percent of the Premises, during at least the Required Hours of Operation throughout the entire Lease Term, with due diligence and efficiency so as to maximize the amount of gross revenue that can be produced by such manner of operation, subject to Permitted Closures, closures due to casualty, condemnation or as set forth in Section 11.11. In the event Tenant does not open for business to the public as a prototypical "Bartaco Restaurant" as required hereunder on or prior to the Rent Commencement date, Tenant shall pay to Landlord as liquidated damages (and not as a penalty) a sum equal to one hundred dollars (\$100.00) per day for each day until Tenant opens for business to the public. In the event Tenant fails to open to the public by the date which is six (6) months after the Rent Commencement Date, such per diem liquidated damages shall be increased to one hundred fifty (\$150.00) dollars per day until Tenant opens for business to the public, and in the event Tenant fails to open to the public by the date which is twelve months after the Rent Commencement Date, such per diem liquidated damages shall be increased to Two hundred (\$200.00) dollars per day thereafter until Tenant opens for business to the public. After Tenant initially opens to the public, if there is a breach of Tenant's duty to operate continuously in the Premises as set forth in this Section 5.2(a), Landlord shall have the option (i) to seek and obtain specific performance of such duty, or (ii) to require Tenant to pay as liquidated damages (and not as a penalty) a sum equal to one hundred dollars (\$100.00) per day for each day Tenant fails to so operate, such amount to be Additional Rent, or (iii) to pursue both (i) and (ii). Without limiting the foregoing, in the event Tenant fails to so operate for more than thirty (30) days, exclusive of Permitted Closures, in the aggregate, in any twelve (12) month period (except with respect to any repairs following a casualty or condemnation as set forth in Section 8.3 or Section 11.11), such failure shall be deemed an Event of Default in the event such failure continues for a period of five (5) days after delivery of written notice from Landlord, provided however, Tenant shall not be entitled to more than one (1) such notice and cure period in any twelve (12) month period and thereafter such failure shall be deemed an Event of Default without any notice or cure period, and in addition to the remedies set forth in this Section 5.2(a), Landlord shall have all of the remedies set forth in Article IX hereof, including, without limitation, the right to terminate this Lease in accordance with Section 9.1 hereof. For purposes of this Section 5.2, "Required Hours of Operation" are the Permitted Hours of Operation, but not less than Monday through Friday, noon through 9 p.m., and Saturday noon through 10 p.m., and Sunday Noon through 7 p.m. each week, 52 weeks per year. Notwithstanding the foregoing, Tenant shall be permitted to close the Leased Premises for (i) renovations for a period not to exceed sixty (60) days one (1) time in any five (5) calendar year period during the Term, and (ii) maintenance and repairs for up to ten (10) days in the aggregate during any twelve (12) month period during the Term, and (iii) all legal state and federal holidays and Super Bowl Sunday; and (iv) subject to Landlord's approval, not to be unreasonably withheld, conditioned or delayed, Tenant shall have the right to close for a period not to exceed 60 days in the event of an assignment or sublet and this shall not be counted towards Tenant's right to

close for sixty (60) days one (1) time in any five (5) calendar year period for renovations (collectively the "Permitted Closures").

(b) During the entire Term, Tenant shall conduct in the Premises a high-grade operation serving quality food for on-premises consumption and for off-premises consumption, all as provided herein, and the Premises and all parts thereof, the sidewalks adjacent to the Premises, and the dumpster(s)/loading areas, will be kept clean at all times. Tenant agrees to use reasonable efforts consistent with the operation of other restaurants operated in a first class manner which may be necessary to prevent odors from entering adjoining spaces and from being perceived outside of the Premises generally (other than those non-offensive odors which are normally perceived as a result of customers entering and exiting a restaurant and the operation of a restaurant in a first class manner), and to minimize vibrations and noises in the Premises and emitted therefrom (other than noise at levels which are reasonable for the operation of a restaurant in a first class manner) or from Tenant's HVAC and kitchen exhaust systems. Tenant further agrees to engage a pest control company to perform regular inspections of, and any needed pest control for, the Premises, the Outdoor Seating Area and the area around Tenant's dumpster, and to promptly upon receipt of written notice from Landlord, take whatever steps may be reasonably necessary in order to comply with the foregoing and to prevent the presence of rodents and other pests, in and from the Premises, Tenant's dumpster and Outdoor Seating Area, all as may be reasonably requested by Landlord from time to time, and failure to do so within ten (10) days after written notice shall constitute a Default hereunder, invoking all of the provisions with respect to Default. In addition to the charges to be paid by Tenant in accordance with any other provisions of this Lease, Tenant agrees to pay to Landlord within ten (10) days of written demand any and all reasonable cost and expenses incurred by Landlord that are specifically attributable to the restaurant operations being conducted in the Premises and are in addition to such costs and expenses as would normally otherwise be incurred in the maintenance and operation of the Building, Common Areas and any other portions of the Property with a non-food retail sales operation located in the Premises (including, for example, costs of extermination and other restaurant-related costs and expenses if Tenant had failed to pay for such after Landlord's written request to do so), which amounts shall be due and payable as Additional Rent hereunder if Tenant had failed to pay for such after Landlord's written request to do so. Tenant shall remove all refuse from the Premises and the Outdoor Seating Area to Tenant's dumpster(s) to be situated on the Property in the location shown on Exhibit B. Tenant shall be responsible, at Tenant's expense, for providing such dumpster(s) and arranging for the dumpster(s) to be emptied and the refuse removed from the Property on a regular basis and in any event with such frequency that the dumpster(s) can accommodate all of the refuse generated by Tenant and will not result in the unreasonable emission of odors or create a pest problem. Since Tenant shall provide and pay for its own dumpster(s) and refuse removal, Operating Costs Rent payable by Tenant shall not include the removal of refuse from other premises in the Building.

(c) Landlord shall provide Tenant access to the existing grease traps and if same are not adequate, Landlord shall provide a location, reasonably acceptable to Tenant,

outside of the Premises, for the purpose of Tenant installing additional grease traps as part of Tenant's Work, that will be adequate for Tenant's operations. Tenant shall confirm whether any existing grease trap located in the Premises is sufficient to operate the Premises for Tenant's Permitted Uses in accordance with all applicable laws. In the event the existing grease trap is insufficient, Tenant shall install, as part of Tenant's Work, commercial kitchen grease traps as necessary in accordance with the Boston Water and Sewer Commission (BWSC) Commercial Kitchen Grease Trap Guidelines to prevent the discharge of fats, oils and grease (FOG) into the Building's sewer system. Tenant shall enter into an annual maintenance contract with a qualified professional renderer and FOG waste hauler for the periodic (not less than quarterly or more frequently as needed in Tenant's sound business judgment) cleaning and disposal of FOG from the Premises grease traps. Tenant shall provide Landlord with evidence of such contract, and any replacement or renewal contract. The grease trap and all plumbing pipes shall be rooted and cleaned regularly and as often as necessary to prevent clogging, overflow or discharge. In the event of any such overflow or discharge, Tenant shall be responsible for all costs of cleanup of the overflow or discharge, including all costs of removing grease, and repair, restoration or replacement of property damaged by such overflow or discharge.

Tenant shall enter into an annual maintenance service contract with a commercial kitchen exhaust hood cleaning vendor licensed by the Commonwealth of Massachusetts holding an Unrestricted Certificate of Competency (Type 1) issued by the Commonwealth of Massachusetts State Fire Marshall, for the periodic (not less than once every six months) cleaning and inspection of Tenant's kitchen exhaust hood system, related equipment and duct system, including without limitation, the inspection and replacement of kitchen exhaust system filters. Tenant shall provide Landlord with (i) a copy of such contract, and any annual replacement, renewal or extension of such contract, (ii) a copy of such contractor's valid Type 1 Certificate of Competency and annual certification, and (iii) a log of the kitchen exhaust system inspections and cleaning.

(d) Without limiting the generality of any other provision of this Lease, Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of liquor and all alcoholic beverages in and from the Premises and Outdoor Seating Area, including, without limitation, any such claim arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the date that possession of the Premises is delivered to Tenant until the end of the Term, whether such claim arises or accident, injury or damages occurs within the Premises or Outdoor Seating Area, within the Building but outside the Premises, or outside the Building except to the extent caused by Landlord's negligence or willful misconduct. Landlord agrees to indemnify and hold Tenant harmless for damages arising from its willful misconduct. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, reasonable legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive

the termination of this Lease. It is understood that without this indemnification of Landlord by Tenant, Landlord would not enter into this Lease and would not permit the sale of alcoholic beverages in or from the Premises and Outdoor Seating Area, and Tenant covenants that Tenant's liability insurance referred to in this Lease shall cover all such matters and items mentioned in this indemnity, and name Landlord and Landlord's agent, Preferred Realty Corporation, as additional insured. Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by Tenant, for such period of time as Tenant shall serve liquor or other alcoholic beverages, Tenant agrees to maintain with a responsible and qualified insurance company reasonably approved by Landlord, and with minimum combined limits of at least the minimum limits of insurance specified elsewhere in this Lease plus minimum limits of coverage of at least \$2,000,000 under an umbrella policy covering excess "liquor law" liability, or such higher limits as Landlord may from time to time reasonably request, provided such higher limits are then customarily being carried by first-class restaurant operations in the Town of Brookline selling beer, wine and other alcoholic beverages, the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure Tenant and Landlord (disclosed or undisclosed), and all those claiming by, through or under Landlord, adequately in Landlord's reasonable good faith judgment, against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss or means of support, loss of consortium, and the like, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale and dispensing of liquor and alcoholic beverages in and from the Premises and Outdoor Seating Area provided, however, that to the extent permitted by applicable laws the foregoing shall not apply in the case of negligence or willful misconduct by Landlord or its agents, employees or contractors. Certificates of such insurance shall be at all times be deposited with Landlord showing current insurance in force; and all such policies shall name Landlord and Preferred Realty Corporation as additional insureds and shall provide that such policies shall not be canceled or the coverage reduced without at least thirty (30) days prior written notice to Landlord, and such certificate shall evidence the same.

If at any time after Tenant obtains the Liquor License, the Liquor License is suspended, denied or revoked for any reason, including non-compliance with any governmental conditions, requirements, rules, regulations, ordinances or laws, Tenant shall promptly deliver to Landlord written notice of such suspension, denial or revocation. At the time that Tenant makes any filing with or receives a notice or any other communication regarding a hearing or in connection with any purported such non-compliance from any governmental licensing board, agency, commission of like authority with respect to the Liquor License, Tenant promptly shall deliver a copy of such filing, notice or other communication to Landlord.

Tenant covenants and agrees to maintain reasonable order and decorum in and around all portions of the Premises and Outdoor Seating Area, and if auxiliary personnel shall

reasonably be required to maintain such reasonable order and decorum the same shall be provided by and at the expense of Tenant. Tenant agrees within twenty-four (24) hours after receipt of written notice from Landlord (or more promptly if the conditions so required) to take any steps that are reasonably required in order to ensure compliance with the foregoing provisions, and to insure that liquor and alcoholic beverages served in or from the Premises or Outdoor Seating Area are not consumed outside the Premises or Outdoor Seating Area unless permitted by applicable law. In no event will the Premises or Outdoor Seating Area be used, in whole or in part, as a discotheque, tavern, bar, or the like. In the event that Landlord determines in Landlord's reasonable good faith judgment that Tenant has failed to comply in any material respect with the foregoing provisions, within twenty-four (24) hours (or more promptly if the conditions so required) after receipt of written notification (which may be oral in the case of an emergency) of such failure to the manager or other supervising employee on duty in the Premises at the time (with a copy to Tenant as soon thereafter as possible), Landlord shall have the right, in addition to all other rights and remedies hereunder, at law or in equity, to take such steps as Landlord reasonably determines necessary to reasonably remedy such failure and Tenant will promptly pay to Landlord all reasonable costs and expenses thus incurred, which shall be due and payable on demand as additional rent hereunder.

### **5.3 Tenant's Use of Outdoor Seating Area.**

(a) Tenant's use of the Outdoor Seating Area shall be in accordance with all of the terms and conditions contained in this Lease and in accordance with all Licenses, and all applicable laws and ordinances.

(b) Tenant acknowledges and agrees that the insurance requirements set forth herein shall also apply to the business operations of Tenant in the Outdoor Seating Area and Tenant's insurance policy shall cover the Outdoor Seating Area.

(c) Tenant shall provide, at Tenant's cost and expense, the tables, chairs, umbrellas and other movable fixtures for use in the Outdoor Seating Area (the "Outdoor Facilities"). The Outdoor Facilities shall require the prior written approval of Landlord prior to installation, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, Landlord approves the Outdoor Facilities shown on Exhibit G attached hereto. Tenant acknowledges and agrees that any destruction, damage, theft, or vandalism of, or to, the Outdoor Facilities shall be the sole responsibility of Tenant and Tenant agrees to promptly repair same following such event. In no event shall Tenant install any type of outdoor bussing station in the Outdoor Seating Area, unless Tenant removes same from the Outdoor Seating Area when the Outdoor Seating Area is closed and is permitted by applicable law. Without limiting other applicable provisions thereto: (i) Tenant also shall be responsible, at Tenant's cost and expense, for furnishing, maintaining and replacing any and all tables, umbrellas, chairs and other fixtures, trade fixtures and equipment and personal property to be used in connection with Tenant's permitted business operations in the Outdoor Seating Area, and for the removal of the same from the Outdoor Seating Area and storage thereof in a location designated by Tenant other than the Outdoor Seating Area



(which location may be in a non-public area of the Premises or an off-site location) at the conclusion of the outdoor seating season as determined by Tenant in Tenant's sole discretion, and Landlord shall have no responsibility or liability therefor; and (ii) Tenant and its employees shall abide by any and all reasonable rules and regulations promulgated by Landlord with respect to the foregoing or otherwise relative to Tenant's business operations in and about the Outdoor Seating Area, including, without limitation, any such rules and regulations affecting hours of operation, occupancy, and/or crowd and noise levels. Tenant shall regularly monitor the Outdoor Seating Area to ensure that it remains clean and well-kept at all times, including, without limitation, the following: (i) Tenant shall clean and wash the Outdoor Seating Area, the Outdoor Facilities and the furnishings in the Outdoor Seating Area to maintain the same in neat and clean condition, free from build up from food spills, dusts, dirt and other substances; (ii) Tenant shall cause trash containers serving the Outdoor Seating Area to be emptied on a daily basis, (iii) Tenant shall cause tables in the Outdoor Seating Area to be reasonably bused and wiped clean of spills during Tenant's hours of operation, and (iv) Tenant shall be responsible for all snow and ice removal from the Outdoor Seating Area to the extent Tenant deems necessary, in Tenant's sole discretion, for use of any portion of the Outdoor Seating Area during winter months.

(d) Tenant understands that any excessive noise, loud music, etc. can be disturbing in a mixed- use Building. Tenant shall be responsible for any violations of this Lease resulting from the actions of its patrons on the Premises or the Outdoor Seating Area and shall repair any damage caused by its patrons therein, as well as the Outdoor Seating Area during any open business hours. In addition, in the event that Tenant or its operations in the Outside Seating Area fail to comply with the provisions of this Lease, and such failure continues for twenty-four (24) hours or more after written notice thereof is given by Landlord to Tenant, then, in any such event, and without limiting Landlord's other rights and remedies on account of the continuation hereof and the resulting default of Tenant hereunder, Landlord shall have the right to take such steps as Landlord determines to be reasonably necessary to remedy such failure, and Tenant shall reimburse Landlord for all commercially reasonable costs incurred by Landlord as a result thereof within thirty (30) days after Tenant's receipt of an invoice therefor. If Tenant materially fails to perform its obligations hereunder after written notice, more than four (4) times in any twelve (12) month period, Landlord shall have the right, exercisable by giving notice thereof to Tenant, immediately to suspend all of Tenant's rights hereunder to use and occupy the Outside Seating Area, whereupon Tenant shall have no further rights to use the Outside Seating Area until Landlord and Tenant, acting reasonably, agree upon a procedure that will assure Tenant's compliance with the obligations set forth in this Lease with respect to Tenant's use of the Outdoor Seating Area, with such suspension not exceeding thirty (30) days. Any such termination of Tenant's rights to use the Outside Seating Area shall not affect this Lease; and, without limitation, as no Rent or other charges attributable to the Outside Seating Area or Tenant's use thereof are imposed thereof by the provisions of this Lease, any such termination of Tenant's rights to use the Outside Seating Area shall not reduce or otherwise affect the Rent or other charges and obligations of Tenant pursuant to the provisions of this Lease.

**5.4 Transfers.** Tenant shall have the right to assign this Lease or sublease the Premises to (a) any parent, subsidiary or corporate affiliate of Tenant, (b) any entity into which Tenant may be merged or consolidated or (c) any entity that acquires all of the business and assets of Tenant in the State where the Premises is located ("Permitted Transfer"). Tenant shall have the right to assign the Lease to such third parties or sublet all or any portion of the Premises to such parties in connection with a Permitted Transfer without the prior written consent of Landlord. Tenant shall provide Landlord with written notice of any such Permitted Transfer. Any assignment or sublease other than as set forth above shall require the prior written consent of Landlord, which shall not be unreasonably conditioned, withheld or delayed. Any such assignment or subletting by Tenant hereunder shall release Tenant and Guarantor from its obligations of this Lease so long as Tenant is not in default. Notwithstanding the foregoing, in the event of an assignment to a party owning less than three (3) operating full-service restaurants, Tenant shall be released from liability, but guarantor shall remain liable. All profits from a sublease shall be split 50/50 between Tenant and Landlord. All profits from an assignment shall be retained by Tenant.

If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information concerning the proposed transferee and all guarantors; and general references sufficient to enable Landlord to determine the proposed transferee's and all guarantors' creditworthiness and character. Landlord shall base its decision on such criteria as Landlord deems reasonably relevant and all criteria shall be evaluated in Landlord's reasonable judgment. Without limiting the possible reasonable bases for Landlord withholding its consent to a proposed Transfer, Landlord's withholding of its consent specifically shall not be deemed unreasonable if Landlord reasonably determines that (i) the proposed use of the proposed transferee, or the nature, character or manner of proposed use (even if same could be classified as "restaurant" use) is inconsistent with the character and quality of the Building (and provided that, in no event shall Landlord be obligated to consent to a Transfer which is for other than the Permitted Use), or (ii) the reputation or character of the proposed transferee would be detrimental to the image or character of the Building, or (iii) the proposed transferee's financial qualifications are not reasonably acceptable to Landlord, or (iv) there is a likelihood that the proposed transferee may not fully, completely and promptly perform all of the obligations of Tenant set forth in this Lease, or (v) the proposed Transfer would not be of the entire Premises, or (vi) the financial condition of the transferee and the guarantor(s) taking into account, without limitation, the other liabilities of such parties and the fact that the existing Guaranty (which was a condition of a material inducement for this Lease) will not remain in effect after the date of the transfer (for liabilities relating to occurrences after the date of such Transfer); provided however, in the event of any Transfer to a transferee owning and operating fewer than three (3) full service, sit down restaurants immediately prior to the effective date of such Transfer, the existing Guaranty shall remain in full force and effect and the initial Guarantor named herein shall

not be released. Such existing Guarantor shall provide Landlord with written acknowledgment that such Guaranty shall remain in full force and effect.

Tenant shall reimburse Landlord for its reasonable attorneys' fees and other reasonable expenses incurred in connection with considering any request for its consent to a Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder.

#### 5.5 Exclusive.

(a) During the period in which Tenant then shall (i) be continuously operating its business in the Premises in accordance with the terms of the Lease, (ii) using the Premises for the Restricted Use (as hereinafter defined), and (iii) not be in default under the Lease beyond any applicable notice and cure period, Landlord covenants that Landlord will not lease, operate, nor permit the occupancy of any restaurant located in the Building, operating principally and primarily as a full service, sit-down "Health Oriented" and "Mexican" concept restaurant serving liquor (the operation of a restaurant with all the foregoing criteria constituting the "Restricted Use"). By way of example only, restaurants currently operating under the following trade names would be considered to be operating for the Restricted Use: Little Beet Table, Ture Food Kitchen, and Urban Plates. Tenant acknowledges that restaurants currently operating under the following trade names would not be operating for the Restricted Use and would therefore not be in violation of this Section 5.5: Levite, and Café Fixe. If the exclusivity described in this section is violated by Landlord at any time during the Lease, and such violation continues for a period of thirty (30) days after Landlord receives written notice from Tenant of the existence of such violation, Tenant shall have the right to immediately receive an abatement of fifty percent (50%) of all Base Rent due under the Lease (the "Reduced Rental") until such time as the violation is cured and ceases, but if the violation is not cured or does not cease within twelve (12) months, Tenant shall have the right, as Tenant's sole and exclusive remedy at law and in equity, to either (i) commence paying the full rent due under this Lease in which case this Lease shall remain in full force and effect and Tenant's right to pay the Reduced Rental shall expire; or (ii) terminate the Lease at any time thereafter prior to such time as the violation is cured and ceases.

(b) Notwithstanding anything to the contrary set forth above in Paragraph (a) of this Section, it is agreed that the restriction therein set forth shall not (i) be construed to prohibit, nor shall such restriction prohibit, any tenant (or such tenant's sublessees, concessionaires and licensees) from selling individual menu items from Tenant's Menu, or such menu items collectively, in a setting other than a sit-down "Health Oriented" and "Mexican" concept restaurant or at materially different price points, (ii) be applicable to leases which were executed prior to the date hereof, except that in the event of a sublease or assignment, or a request for a change of use, if Landlord's consent is required for any change of use that would allow for operation of the Restricted Use, then Landlord agrees to withhold said consent provided such withholding of consent is not in violation of the

applicable lease, or (iii) be construed to prohibit or limit other food or restaurant uses not operating principally for the Restricted Use, including, without limitation, those classified as casual dining, fast-casual, take-out or full service.

(c) If any other tenant or occupancy within the Building violates the provisions of the limitations granted hereunder, without any fault on the part of Landlord, then Tenant shall not be entitled to the Reduced Rental or any monetary or pecuniary damages against Landlord so long as at all such times Landlord (i) shall use reasonable and diligent efforts to comply with this Section by restricting other tenant leases in the Building executed after the date hereof as aforesaid, (ii) shall not affirmatively authorize the operation of a restaurant for the Restricted Use in violation of this Section in any tenant lease for premises in the Building executed after the date hereof, and (iii) without third party cost to Tenant, but with Tenant's reasonable cooperation, shall seek injunctive relief or a declaratory judgment against any other tenant in the Building violating the terms hereof as Tenant's sole remedy.

(d) If any third party or a federal, state or local governmental body or agency threatens or commences an investigation, inquiry, proceeding or action against Landlord and/or Tenant arising out of, directly or indirectly, the limitation granted hereunder, then Tenant at its own cost and expense, shall defend, with counsel acceptable to Landlord, and save Landlord harmless from and against all loss, claims or damages (including reasonable attorney's fees) resulting therefrom, and if it is determined by the applicable governmental body or agency that the exclusive right set forth in this Section 5.5 is not valid or otherwise not enforceable (other than due to the acts of Landlord), then Landlord shall have no further obligations with respect to such exclusive and Tenant shall have no right against Landlord with respect thereto.

#### **ARTICLE VI - CONDITION OF PREMISES**

**6.1 Improvements.** Tenant may not make structural Improvements to the Premises, and shall not make non-structural Improvements (or any type of alteration) which will affect the Building systems without Landlord's prior written consent which shall not be unreasonably withheld conditioned or delayed. At the expiration or earlier termination of the Term ("the end of the Term"), Landlord may require Tenant either to restore all or a part of the Premises to its condition prior to the making of the Improvements or to have all or any part of the Premises remain in the altered condition with all Improvements becoming Landlord's property provided that Tenant shall not be required to remove any improvements, plumbing, electrical, HVAC or other building system Improvements which were installed within the walls of the Premises (as opposed to any modification to the Building exterior or Tenant's storefront which Landlord may require be restored) with the prior written consent of Landlord or pursuant to plans approved by Landlord in accordance with this Lease.

All work by Tenant, including Tenant's Work, shall be done at Tenant's own cost, in a good and workmanlike manner, using first-class, new materials, provided, however, it is

acknowledged that Tenant uses reclaimed materials in Tenant's build-out and fixture package. Installations will be new or reused in generally good condition and in line with other Tenant locations, in accordance with Laws. Tenant shall pay when due all charges for labor and materials in connection with any work in the Building or on any portion of the Property done by or for Tenant. Tenant and Tenant's agents, contractors, workers, suppliers and invitees shall work in harmony with Landlord, Building occupants and others.

**6.2 Fixtures; Yield-Up.** Except as Landlord directs in writing, Tenant shall remove its goods, effects, signs, trade fixtures, and all telephone and computer wiring and related conduits, and peaceably yield-up the Premises, broom-clean and in good order, repair and condition at the end of the Term, with all Repairs, including painting and patching to the Premises required by such removal, having been made, and all exposed or unconnected utility lines having been capped. Tenant shall have the right to remove the Tenant Property prior to the end of the Term, provided Tenant repairs any damage caused by such removal. If Tenant fails to remove its property or to make the Repairs by the end of the Term, Landlord may remove and store Tenant's Property in a public warehouse at Tenant's expense, and make the Repairs, and Tenant promptly shall reimburse Landlord for its reasonable costs.

**6.3 Mechanic's Lien.** Within ten (10) days of notice thereof, Tenant shall discharge (by payment, filing of bonds or otherwise) any mechanic's, materialmen's or other lien against the Premises or any portion of the property and/or Landlord's interest therein arising out of any payment due, or purported to be due, for any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant.

## **ARTICLE VII - INSURANCE**

**7.1 Tenant's Insurance and Indemnity.** Tenant's insurance attached hereto as **Exhibit I** is hereby approved and deemed acceptable to Landlord. Should Tenant decide to change its insurance coverages for all of its affiliated restaurants, then such insurance shall also be deemed acceptable provided the limits of said insurance are equal to or greater than those coverages referenced in Exhibit I. If Tenant adopts an insurance policy covering solely the Premises, Tenant shall maintain, at its sole expense, the following insurance:

(a) Fire and casualties included within usual "all-risk" coverage including plate glass coverage for the full insurable replacement value of Tenant's property and all of Tenant's Improvements, unless Landlord elects to insure such Improvements, without deduction for depreciation;

(b) Comprehensive public liability insurance covering the Premises, the Outdoor Seating Area and Tenant's Lease obligations, including a contractual liability endorsement making specific reference to this Lease, in the minimum amounts of \$3,000,000.00 per incident, \$3,000,000.00 per person and \$500,000.00 for property damage, or \$3,000,000.00 combined single limit coverage, and \$5,000,000.00 general aggregate;

### 3.L.

In the event Tenant intends to serve or provide, or permit the consumption of, alcoholic beverages on the Premises or the Outdoor Seating Area, Tenant's commercial general liability insurance coverage required above, shall include liquor liability insurance coverage and a certificate of such insurance, evidencing such liquor liability insurance coverage, as required pursuant to Section 7.2 below, shall be provided to Landlord prior the service or consumption of alcoholic beverages on the Premises or Outdoor Seating Area. The foregoing shall not be deemed consent of the Landlord with respect to the consumption of alcoholic beverages on the Premises or Outdoor Seating Area.

(c) Automobile liability insurance covering all Tenant owned, leased and hired automobiles with a combined single limit of not less than \$1,000,000 if Tenant provides delivery services.

(d) Workers' compensation, disability and other similar insurance for all persons employed in connection with Tenant's Work or by Tenant in at least the minimum amounts required by Laws;

(e) Umbrella / excess liability insurance extending the limits of the public liability insurance, the liquor liability insurance, referenced in parts (b), (c) and (d) above, providing coverage that is no less broad or more restrictive than the underlying insurance at limits of not less than \$3,000,000 each occurrence, \$3,000,000 products-completed operations aggregate, and \$5,000,000 general aggregate;

(f) Business income insurance (formerly known as "business interruption insurance") in an amount not less than the annual Base Rent and Additional Rent for a twelve (12) month period;

(g) Any other insurance which is customarily required in comparable leases or for comparable businesses and which is available at commercially reasonable premiums.

All insurance coverages required to be carried by Tenant may be effected by a policy or policies of blanket insurance covering one or more locations, provided such required limits are available for each such location.

**7.2 General Requirements.** Tenant's insurance policies shall be with companies qualified to do business in Massachusetts and reasonably acceptable to Landlord, and shall name Landlord, Landlord's agent, Preferred Realty Corporation, and if Landlord so requests, Landlord's mortgagee(s), as insured parties on casualty policies and additional named insureds on liability policies. Tenant shall deliver certificates of all insurance to Landlord prior to the earlier of entry on the Premises or the Commencement Date, and new certificates not later than thirty (30) days prior to the expiration of each policy. Each policy shall provide (and the certificate shall evidence) that the policy will not expire, be canceled or be materially modified without thirty (30) days prior written notice to Landlord and, if Landlord requests, to Landlord's mortgagee(s).

**7.3 Indemnity.** Subject to Section 7.4, Tenant shall indemnify Landlord from all claims, liabilities and expenses arising in connection with death, injury and/or property damage (except to the extent caused by Landlord's gross negligence or willful misconduct) (i) on or related to the Premises and/or the Outdoor Seating Area, or (ii) anywhere if caused wholly or in part by any act or omission of Tenant, its officers, affiliates, agents, employees, contractors, sublessees, assignees or invitees. If Landlord is made a party to any litigation commenced by or against Tenant or any of the above parties, or with respect to any matter described above, Tenant shall indemnify and defend Landlord with counsel reasonably acceptable to Landlord or, at Landlord's option, shall reimburse Landlord for all costs including reasonable attorney's fees in connection with such litigation. All of the foregoing shall be limited only to the extent required by Law.

Landlord shall protect, indemnify and hold Tenant harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any claims by any third party against Tenant to the extent resulting from (ai) any damage to any property (specifically excluding any property of Tenant) or any injury (including but not limited to death) to any person occurring in, on or about the Common Areas to the extent that such injury or damage shall be caused by or arise from the negligence or willful misconduct by or of Landlord or any of Landlord's agents, contractors, employees, licensees or invitees. The provisions of this Section 7.3 shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

**7.4 Waiver of Subrogation.** Landlord and Tenant release each other and each other's officers, directors, employees and agents from liability or responsibility for any loss or damage to their respective property covered by valid and collectible insurance, or which would have been covered if the party complied with the provisions of this Lease. The release shall apply to the parties and anyone claiming through or under the parties by way of subrogation or otherwise, and even if the occurrence was caused by the fault or negligence of a party or anyone for whom a party is responsible, provided the release shall be applicable only for loss or damage occurring when the releasor's policies provide that the release shall not adversely affect the policies or the releasor's recovery rights. Landlord and Tenant each agree that its policies will include such a provision if available without extra cost, or if the other party pays the extra cost, and each promptly shall notify the other in writing of any extra cost.

**7.5 Landlord's Insurance.** Landlord shall maintain, subject to reimbursement through Operating Cost Rent, insurance covering fire and casualties included within usual "all-risk" or "extended" coverage for the agreed amount replacement value of the Building (not including any tenant improvements unless and to the extent Landlord elects to insure such improvements) or, in any event, in such percentage of coverage as is necessary for Landlord not to be deemed a "co-insurer".

#### **ARTICLE VIII - CASUALTIES AND EMINENT DOMAIN**

**8.1 Damage.** If the Premises become untenantable in whole or part because of fire or other casualty covered by Landlord's insurance (or which would have been covered had Landlord maintained the insurance required under Section 7.5 of this Lease), or as the result of a taking of, or damage to, the Premises or the Property as a result of the exercise of any power of eminent domain, condemnation, or purchase under threat or in lieu thereof ("**Taking**"), then unless the Lease is terminated in accordance with Section 8.2, Landlord, at its own expense and with reasonable dispatch, shall repair the damage so that the Premises are in substantially the same condition as on delivery of possession, or as later improved by Landlord, subject to rights of mortgagees, zoning laws, and building codes then in existence, and provided Landlord shall not be required to expend more than the net insurance proceeds Landlord receives for damage to the Premises or the net Taking award attributable to the Premises. "Net" means the insurance proceeds or Taking award less all costs and expenses, including adjustors and attorney's fees, of obtaining the same. Notwithstanding the foregoing to the contrary, Tenant shall be required to pay to Landlord the amount of any deductible under Landlord's insurance policy if the casualty is the result of the acts or omissions of Tenant, its subtenants, assignees or the employee, agents, or visitors of any of such parties. Tenant promptly shall give written notice to Landlord of any material damage to the Premises.

**8.2 Termination Rights.** If the Premises, Building or other portions of the Property are damaged to the extent of fifty percent (50%) or more of its insurable value, or to any degree during the last one (1) year of the Term unless Tenant has an option to extend the Lease and exercises same within thirty (30) days of the foregoing termination notice, or if fifty percent (50%) or more of either (i) the floor area of the Premises or Building, or (ii) the land on which the Building and Common Areas are located is Taken or if a portion of the Premises is taken that render's Tenant's operations unviable in the commercially reasonable discretion of Tenant, then Landlord or Tenant may elect to terminate this Lease by written notice to Tenant within thirty (30) days after the casualty damage in which case the notice shall specify the termination date, or at least six (6) months prior to the date on which the condemning authority has the right to possession (or if the period is less than six (6) months, then within thirty (30) days after the date on which Landlord is notified that the condemning authority will take possession) in which case the Lease shall terminate as of the date such authority takes possession. If the entire Premises is Taken, except for temporary use, this Lease shall terminate automatically as of the date the condemning authority takes possession. If Landlord so terminates the Lease and within twelve (12) months thereafter commences repairs or reconstruction of the Building with the result being that space comparable to the Premises will be available in the reconstructed Building, then prior to leasing such space to a third party, Landlord shall offer to lease the space to Tenant on no less favorable terms and conditions as the space will be offered to third parties. Tenant shall have thirty (30) days from receipt of Landlord's offer in which to notify Landlord in writing of Tenant's election to enter into a new lease for the available space on the terms and conditions set forth in Landlord's offer, and otherwise on the terms and conditions of this Lease. If Tenant timely accepts the offer, then Landlord and Tenant shall enter into a new lease reflecting the terms of their agreement. If Tenant fails to timely



accept the offer or rejects the offer, or fails to timely enter into a new lease, Landlord shall have the right to lease the applicable space and any other available space in the reconstructed Building free and clear of the rights of Tenant. In addition to the foregoing, Tenant shall have the right to terminate the Lease if the Premises are damaged in the last one (1) year of the Term and the time required to repair the damage would be in excess of fifty percent (50%) of the remaining portion of the Term. Tenant shall exercise the foregoing termination right, if at all, by written notice to Landlord prior to the earlier of (a) the date on which Landlord commences repair work on the Premises (to the extent Landlord has obligations with respect thereto) or (b) thirty (30) days after the date of the casualty. If the Lease is so terminated, Tenant shall remove all damaged property from the Premises. During any period of reconstruction or repair of the Premises resulting in Tenant not being able to operate, Rent shall be fully abated from the date of damage until the earlier of (i) the date Tenant re-opens for business in the Premises or (ii) thirty (30) days after the date Landlord's repairs are completed. If Landlord elects not to terminate this Lease as provided above, Landlord's notice shall set forth Landlord's reasonable estimate of the amount of time required to restore the building and/or the Premises. Landlord shall in no event be required to incur any cost in connection with any such restoration and repair in excess of the amount of insurance proceeds actually received by Landlord, plus any deductible then being carried by Landlord under such policy, or, in the event of a taking, the amount of any taking award actually received by Landlord, provided, however, if Landlord fails to restore the Premises as required herein within one (1) year of the date of said taking, Tenant may terminate the Lease.

**8.3 Abatement.** If more than a de minimus portion of the Premises is damaged or Taken and this Lease is not terminated, the Base Rent and Tenant's Pro Rata Share shall be reduced, proportionately based on the area of the Premises damaged or Taken, until the earlier of completion of Landlord's Repairs to the Premises or the date Tenant begins using the damaged area or area which was temporarily Taken.

**8.4 Taking for Temporary Use.** If the Premises is Taken for temporary use, this Lease and Tenant's obligations shall continue, except to the extent the Taking renders compliance impossible or impracticable. In the event the Premises is Taken for temporary use, Base Rent and Tenant's Pro Rata Share shall be reduced as set forth in Section 8.3 above.

**8.5 Disposition of Awards.** Except for any separate award to Tenant for Tenant's movable trade fixtures or relocation expenses which does not reduce Landlord's award, all Taking awards to Landlord or Tenant shall be Landlord's property without Tenant's participation. Tenant assigns to Landlord Tenant's share of such award, waives any rights with respect to the loss of its leasehold interest, and agrees to execute such instruments as may be reasonably necessary to confirm the assignment and to deliver to Landlord any such award recovered by Tenant except the separate award described above.

#### **ARTICLE IX - DEFAULTS AND REMEDIES**

**9.1 Tenant's Default.** The following conditions shall be considered a "Default" by Tenant:

(a) failure to pay Base Rent, Additional Rent, or any other charge when due provided, Tenant shall not be deemed to be in Default unless the failure to pay continues for five (5) days after notice to Tenant that the payment was not received when due; or

(b) Tenant's leasehold estate is taken by execution or other process of law; or Tenant is liquidated, dissolved, commits an act of bankruptcy, is declared bankrupt or insolvent according to Law or admits in writing its inability to pay debts generally as they become due, or an assignment of substantially all of Tenant's property is made for the benefit of creditors or a receiver, guardian, conservator, trustee or assignee, or any other similar officer or person is appointed to take charge of any part of Tenant's property; or any reorganization or similar proceeding is commenced by or against Tenant under any bankruptcy or insolvency law and not dismissed within sixty (60) days from its commencement; or any court enters an order providing for the modification of any rights of Tenant's creditors; or

(c) any Event of Default under Section 5.2(a);

(d) Intentionally omitted; or

(e) failure to perform or observe any other Lease terms or covenants for a period of fifteen (15) days after notice, or if same shall reasonably take longer than fifteen (15) days, if Tenant fails to commence same promptly and to complete same with due diligence; or

(f) discontinuance or dissolution of a Guarantor (or other event which would make the Guaranty unenforceable or of no value) unless Tenant provides to Landlord substitute security (which may be in the form of a replacement Guaranty) which is satisfactory to Landlord.

If Tenant Defaults, Landlord may at any time until the Default is cured either (1) terminate this Lease by written notice effective on the date of the notice or on any date specified in the notice, or (2) after notice or demand, re-enter, take possession and repossess the Premises and, at Tenant's risk, expel Tenant and those claiming under Tenant and remove, store and sell their effects at public auction, all without prejudice to any remedies for arrearages or preceding Defaults. The net proceeds of any sale shall be applied to sums due to Landlord from Tenant and the balance paid to Tenant. Tenant waives all statutory rights (including rights of redemption) to the extent such rights may be lawfully waived. With or without terminating this Lease, Landlord may re-let all or any part of the Premises from time to time for periods, (even if beyond the Term of this Lease), at such rental, and upon the terms and conditions as Landlord reasonably deems advisable, and may make Improvements and Repairs to the Premises. No re-entry or taking of possession by Landlord shall terminate this Lease unless Landlord gives a written notice

of such intention to Tenant or a court of competent jurisdiction terminates the Lease; nor shall Landlord's right to re-let constitute an obligation to re-let or to mitigate damages provided, however, that Landlord shall make commercially reasonable efforts to re-let the Premises provided that Landlord shall not be obligated to prioritize the reletting of the Premises over other space that Landlord or Landlord's affiliates or related entities may have available.

**9.2 Damages.** Tenant's liability and obligations under this Lease shall survive termination or repossession, and Tenant shall pay as current damages the Base Rent, Additional Rent and other sums up to what would have been the end of the Term in the absence of the termination or repossession, with a credit for the net proceeds, if any, Landlord receives from any reletting of the Premises, after deducting all of Landlord's reasonable expenses in connection with the reletting including expenses of preparing the Premises for the reletting except to the extent such expenses are paid by any new tenant. Tenant shall pay the current damages to Landlord on the days Base Rent would have been payable if not for the termination or repossession. In addition, and notwithstanding any Lease provision or the termination of this Lease, Tenant shall reimburse Landlord, and all reasonable and actual expenses and liabilities incurred by Landlord in connection with Tenant's Default including brokerage commissions, reasonable attorneys' fees and alteration costs.

**9.3 Landlord's Self Help.** If Tenant Defaults, or if Tenant fails promptly to perform any Lease obligation the cure or performance of which is reasonably necessary to protect the Property or Landlord's interests, or to prevent injury or damage to persons or property, Landlord may, at its option and without waiving its right to terminate this Lease or its claim for damages, after reasonable written notice (except in the case of an emergency when no notice shall be required provided that Landlord shall serve Tenant written notice promptly thereafter) cure the Default or failure to perform, and Tenant shall reimburse Landlord for any amount paid or contractual liability incurred by Landlord in doing so. Landlord may also charge a fifteen (15%) percent administrative fee for performing such work on behalf of the Tenant. If Tenant fails to reimburse Landlord within thirty (30) days of receipt of Landlord's invoice, such amount shall be added to the next payment of rent without further notice.

**9.4 Landlord's Default.** Landlord shall not be deemed to be in default hereunder unless its failure to perform an obligation continues for thirty (30) days (subject to delays due to any Force Majeure Event or any Public Health Concern (a those terms are defined in Section 11.11 below)) after Tenant has given written notice to Landlord specifying the nature of the alleged default, or such additional time as is reasonably required to perform its obligation (provided that Landlord commences such work within such thirty (30) day period, less the fifteen (15) day period set forth in Section 11.2(a), if applicable, and thereafter diligently prosecutes it to completion). Notwithstanding the foregoing to the contrary, Landlord shall use reasonable efforts to respond within such shorter time as may be reasonable based on nature and extent of the interference with Tenant's business operations as set forth in Tenant's notice to Landlord and verified by Landlord. In the event

Landlord's failure to cure such Default is causing a material and adverse impact to Tenant's business operations, Tenant may, but shall not be obligated to, cure such Default only if Landlord fails to respond to Tenant with an action plan or initiate the work within five (5) days after Tenant's notice of same, and thereafter Tenant provides a second notice within ten (10) days after Tenant's initial notice, indicating what work Tenant will be performing at the expiration of the aforementioned thirty (30) day notice period, provided, however, if the repair is considered an emergency due to the risk of severe and imminent harm to person or property, then Tenant may take action with only reasonable notice to Landlord as practicable under the circumstances. Any such work performed by Tenant shall be in accordance with the terms and conditions of this Lease, including, without limitation, maintaining and requiring Tenant's contractor to maintain, the liability insurance required under this Lease and customary builder risk insurance prior to the commencement of any such work. Landlord shall reimburse Tenant for all actual and reasonable costs of completing such work, without mark-up ("Landlord's Share") within thirty (30) days of receipt of Tenant's invoice. If Landlord fails to reimburse Tenant within thirty (30) days after written request from Tenant therefor (which request must be supported by paid receipts, and if applicable, an architect's or engineer's certificate stating the repairs have been completed in good and workmanlike manner and in accordance with all applicable laws, codes and ordinances), Tenant may offset Landlord's Share from 50% of the next installment of Base Rent payable hereunder until reimbursed in full for Landlord's Share of such costs of repair.

#### **ARTICLE X - SUBORDINATION**

**10.1 Subordination.** Upon receipt of a commercially reasonable subordination nondisturbance and attornment agreement ("SNDA") Tenant's rights and interests under this Lease shall be (i) subject and subordinate to any existing or future mortgages, deeds of trust, overleases, or similar instruments covering the Property or any portion thereof, and to all advances, modifications, renewals, replacements, and extensions ("Mortgages"), or (ii) if any Mortgagee elects, prior to the lien of any present or future Mortgage. Tenant further shall attorn to and recognize any successor landlord, whether through foreclosure or otherwise, as if the successor landlord were the original named Landlord. Tenant concurrently shall give Mortgagees the same notices given to Landlord, and Mortgagees shall have the same opportunity, rights, and time plus thirty (30) days to cure as is available to Landlord to cure a default. Tenant shall execute and deliver any commercially reasonable instruments Landlord or Landlord's mortgagee reasonably requires for the above purposes. Notwithstanding the foregoing, provided there is no uncured Tenant Event of Default under this Lease, any subsequent Landlord shall not disturb Tenant's quiet enjoyment of the Leased Premises.

**10.2 Non-Disturbance.** Landlord agrees to obtain from the holder of any Mortgages, a Subordination, Non-Disturbance and Attornment Agreement (the "SNDA") in a commercially reasonable form reasonably acceptable to Tenant, which provides, inter alia, that in the event of any foreclosure, sale under power of sale, or transfer in lieu of any of the foregoing pursuant to any such lease or security instrument Tenant's use, possession

and enjoyment of the Demised Premises will not be disturbed and this Lease will continue in full force and effect so long as Tenant is not in default under this Lease beyond any applicable cure periods. Landlord will endeavor, in good faith, to cause such holder to use the form of Subordination, Non-Disturbance and Attornment Agreement attached as Exhibit H; provided Landlord's failure to obtain such agreement in the form attached as Exhibit H will not be considered or deemed a Landlord default hereunder. Notwithstanding the subordination set forth in Section 10.1 above, Landlord and Tenant agree that any mortgagee or trustee under any security agreement to which this Lease is on the Date of this Lease or after subject or subordinate to the lien of, will continue this Lease, and Tenant and Landlord further agree that in such event neither the foreclosure under any mortgage or deed of trust, nor the sale at foreclosure, nor the transfer by a deed in lieu of foreclosure, will, by operation of law or otherwise, result in cancellation or termination of this Lease or the obligations of Tenant under this Lease, and this Lease will continue as a direct lease between Tenant and such mortgagee, purchaser or trustee. If any mortgagee elects to have this Lease superior to its mortgage and signifies its election in the instrument creating its lien or by separate recorded instrument, then this Lease will be superior to such mortgage.

#### **ARTICLE XI - MISCELLANEOUS PROVISIONS**

**11.1 Parties Bound.** Except as otherwise provided, the Lease agreements and conditions to be performed and observed by Landlord or Tenant shall bind and inure to the heirs, legal representatives, successors and assigns of each, provided references to Tenant's successors and assigns shall not constitute Landlord's consent to a Transfer. If Tenant consists of more than one person or entity, or if there is a guarantor, then all such persons, entities and guarantors shall be jointly and severally liable. If Tenant consists of more than one person or entity, the word "Tenant", as used in this Lease, including Article IX, includes such person, entities. The word "Landlord" means only the owner, or the over lessee if this Lease becomes subject to an overlease, or the mortgagee in possession of the Premises or the Property, for the time being, so that if the Premises or the Property is sold, a Mortgagee takes possession, or another becomes landlord, all prior landlords, including Landlord, automatically shall be entirely relieved of all landlord covenants, obligations and liabilities accruing thereafter. If the entity which holds Landlord's interest in this Lease is a trust, then Landlord's obligations shall be binding upon the trustees of said trust, as trustees and not individually, and not upon the trust estate.

#### **11.2 Landlord's Liabilities and Additional Rights.**

(a) Landlord shall not be deemed to have committed a breach of any repair obligations unless it makes repairs negligently or fails to commence repairs within a reasonable time after Landlord receives notice from Tenant (which reasonable time shall not be less than fifteen (15) days except that Landlord shall use reasonable efforts to respond within such shorter time as may be reasonable based on nature and extent of the interference with Tenant's business operations as set forth in Tenant's notice to Landlord and verified by Landlord).

(b) Landlord shall not be liable for indirect or consequential damages for any reason, or for any inconvenience, interruption or consequences resulting from the failure of utilities or any service, making repairs, improvements or doing other work on the Property, or for any loss, injury or damage caused by other tenants of the Property, their visitors, guests, invitees, employees, agents, contractors, or any other persons occupying or visiting any portion of the Property, or resulting from leaks of steam, gas, electricity, water, or any other substance from pipes, wires or other conduits, or from the bursting or stoppage thereof or from the roof or other parts of the Property, or for wetness or dampness for any reason. Notwithstanding the foregoing, if (i) utilities serving the Premises are interrupted for a period in excess of three (3) consecutive business days; (ii) such cessation does not arise as a result of an act or omission of Tenant, its agents, employees or contractors; (iii) such cessation is not caused by a fire or casualty; and (iv) as a result of such cessation, the Premises or a material portion thereof is rendered untenable (meaning that Tenant and/or its customers are unable to use or gain safe access to the Premises for the Permitted Use), then Tenant shall be entitled to an abatement of Rent payable hereunder during the period beginning on the fourth (4th) business day of such cessation and ending on the day when the service in question has been fully restored. In addition, if a utility interruption occurs that satisfies the above conditions (i)-(iv) continues for more than sixty (60) days, then thereafter Tenant may terminate this Lease by written notice to Landlord delivered prior to the restoration of such services.

(c) Tenant agrees for itself and each succeeding holder of Tenant's interest, or any portion thereof, that any judgment, decree or award obtained against Landlord, or any succeeding owner of Landlord's interest, which is related to this Lease, the Premises or the Building or any portion of the Property, whether at law or in equity, shall be satisfied out of Landlord's equity in the Property, and further agrees to look only to such assets and to no other assets of Landlord for satisfaction, and, except for any abatement provided for in this Lease, in no event shall Tenant have the right to deduct any amount owed or allegedly owed to Tenant from any rent or other sums payable to Landlord. Tenant's sole remedy shall be an independent action against Landlord for such claim.

(d) Landlord reserves the right at any times during the Term and without charge, abatement or reduction in rent, provided that no such action will adversely or materially impact Tenant's operations, access to, visibility of, or parking for the Premises: (i) to use the roof, foundation or exterior walls that are not attached to or above the Premises, for signs which do not unreasonably interfere with the operation of Tenant's business or in connection with additional construction; (ii) upon at reasonable notice to Tenant during Tenant's non-business hours (taking into account Tenant's operations in the Premises and the reason for Landlord's entry), to examine and to show the Premises at times which do not unreasonably interfere with Tenant's business during Tenant's non-business hours, provided Landlord may only show the Premises during the last six (6) months of the Term except following and during the continuance of an Event of Default; (iii) intentionally omitted; (iv) to perform such work as may be required by this Lease, by Laws, by any public authority, or to facilitate making repairs or improvements to the Property;

(v) subject to Section 9.3, to make repairs which Tenant fails to make promptly, provided that unless any such work is of an emergency nature, Landlord shall give reasonable notice and shall use reasonable efforts to minimize interference with Tenant's operations; (vi) to enlarge, reduce or alter the Building, Common Areas and any other portion of the Property (except to the extent that the same would unreasonably interfere with the operation of Tenant's business to the extent then being conducted); and (vii) to tow (at the vehicle owner's expenses) any of Tenant's employees' vehicles not parked in compliance with Article 5.1(k), or fine the employee an amount equal to the local fine for illegal parking). Any exercise of Landlord's rights under this Section will be accomplished in such a manner so as to minimize interference with Tenant's use and occupancy of the Premises. In no event shall Landlord have the right to place and maintain any "For Rent" or "For Lease" or comparable sign in any location on the doors, windows or any other location within or in front of the Premises or on the exterior of the Premises during the Lease Term.

(e) Landlord represents that Landlord is the fee owner of the Property.

**11.3 Covenants and Conditions.** Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition.

**11.4 Costs and Expenses.** Acts to be done by Tenant or Landlord pursuant to this Lease shall be at the cost and expense of Tenant or Landlord, respectively, unless a contrary intent is expressed.

**11.5 Holding Over.** If Tenant or anyone claiming under it holds over after end of the Term, the party shall be a tenant at sufferance subject to the provisions of this Lease insofar as the same may be made applicable to a tenant at sufferance; provided that (i) the Base Rent for the period of such tenancy shall be the greater of twice (a) the highest rate of Base Rent payable during the Term or (b) the market rent, and (ii) Tenant shall be liable for all actual third party out-of-pocket damages incurred by Landlord (including consequential damages) as a result of the holding over, and (iii) Landlord shall have the right to pursue all remedies, including eviction, notwithstanding the acceptance of Rent.

**11.6 Quiet Enjoyment.** So long as Tenant is not in default hereunder beyond any applicable notice and cure periods, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Lease Term without hindrance or interruption by Landlord or any other person or persons lawfully claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease. A breach of this provision shall permit Tenant to pursue all remedies available at law or in equity, subject to the limitations contained in this Lease with respect to Landlord's liability.

**11.7 Brokerage.** Landlord and Tenant each warrants and represents to the other that it has dealt with no broker in connection with this Lease except the Broker and agrees to defend and indemnify the other against any brokerage claims related to this Lease other than by Broker as a result of any breach of this warranty and representation. Landlord and Tenant each shall pay Broker a leasing commission in the amount of Twenty-Five

Thousand Dollars (\$25,000.00) (for a total commission in the amount of Fifty Thousand Dollars (\$50,000.00)), in accordance with separate agreements between each of Landlord and Tenant, and Broker. In the event Tenant pays to Broker the commission described in this Section 11.7, Tenant shall be entitled to the Base Rent Credit, as set forth in Section 4.1 above.

**11.8 Certificates.** Within ten (10) days after Landlord's request, Tenant shall deliver to Landlord or to any prospective Mortgagee or purchaser an accurate estoppel certificate in recordable form stating such information as Landlord reasonably requests, and the certificate shall be binding on Tenant.

**11.9 Notices.** Any notice, consent, or other communication relating to this Lease shall be given in writing either by hand, by registered or certified mail, or by overnight express mail such as "Federal Express", postage or charges prepaid and proof of delivery requested, to the other party's Notice Address or for Tenant to the Premises, or to such other address or addresses as may be designated in writing by the party, and if to a Mortgagee, to such address as the Mortgagee shall designate.

**11.10 No Waiver.** Landlord's failure to complain of any Tenant act or omission, no matter how long it continues, shall not be deemed a waiver of any of Landlord's rights. Landlord's waiver, express or implied, of any breach of this Lease shall not be deemed a waiver of a breach of any other provision or a consent to any subsequent breach of the same or any other provision. Landlord's consent to or approval of any action on one occasion shall not be deemed a consent to or approval of any other action or to such action on any subsequent occasion. Tenant's payment, or Landlord's acceptance, of a lesser amount than is due from Tenant to Landlord shall not be deemed anything but payment on account, and Landlord's acceptance of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying the check that the lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept the check without prejudice to recover the balance due or to pursue any other remedy. All of Landlord's rights and remedies under this Lease or by operation of law, either at law or in equity, for any breach shall be distinct, separate, cumulative and non-exclusive, and shall not be deemed inconsistent with each other.

**11.11 Force Majeure.**

(a) If Landlord or Tenant is delayed, hindered or prevented from the performance of any act required under this Lease (including, without limitation, conducting inspections or other due diligence, obtaining or maintaining permits or other approvals, commencing or completing the construction of improvements on the Premises, or opening for business or operating business on the Premises) by reason of a Force Majeure Event (as defined below), then performance of the act will be excused for the period of the delay, hindrance or prevention, and the period for the performance of any such act will be extended for a period equivalent to the period of such delay, hindrance or prevention. Lack of funds will not be a basis for avoidance, reduction, abatement or delay of any obligation under this



Lease, regardless of whether such lack of funds is a direct or indirect result of such Force Majeure Event or Public Health Concern (as defined below). Notwithstanding anything contained herein to the contrary, except as specifically set forth in Section 11.11(c) below, with respect to any Public Health Concern, in no event shall Tenant's obligation to pay all Rent under this Lease, be excused, abated, reduced or delayed as a result of any Force Majeure Event or Public Health Concern, it being the intent of the parties that Tenant's obligation to pay all Rent and other charges due and owing under this Lease shall not be excused, abated, reduced or delayed in any way under any circumstances in connection with any Force Majeure Event or Public Health Concern. For purposes hereof, "Force Majeure Event" means strikes; lock outs; labor or work force shortages or interruptions; inability or difficulty to procure materials or supplies; failure or insufficiency of electricity, water, sewer, gas or other utilities; restrictive governmental laws, regulations, directions, mandates or orders (temporary or otherwise); governmental compulsory acquisitions, expropriations, seizures or requisitions; widespread material curtailment or unavailability of governmental services or functions; riots; terrorist acts or threats of terrorist acts; insurrection or civil commotion or disorder; Public Health Concerns (as defined below); acts of God or natural disaster, including without limitation, damaging storms, cyclones, typhoons, hurricanes, tornadoes, blizzards, earthquakes, volcanic activity, landslides, tidal waves, tsunamis, floods, or damage or destruction by lightning; explosions, fires or other destruction not caused by Tenant; armed conflict or war (whether declared or not). For purposes of this Lease, "Public Health Concern" means any one or more of the following: epidemics; pandemics; plagues; viral, bacterial or infectious disease outbreaks; public health crises; national health or medical emergencies; governmental restrictions on the provision of goods or services or on citizen liberties, including travel, movement, gathering or other activities, in each case arising in connection with any of the foregoing, and including, but not limited to, governmentally mandated closure, quarantine, "stay-at-home", "shelter-in-place" or similar orders or restrictions; or workforce shortages or disruptions of material and/or supply chains resulting from any of the foregoing. Notwithstanding anything to the contrary provided hereunder, including, without limitation, the listing of exemplary events or circumstances constituting a Force Majeure Event, nor anything to the contrary provided under applicable law, whether common, statutory, regulatory or administrative, the excuse of any party's performance or the extension of the period for performance will in no event be conditioned upon nor affected by the "foreseeability" of an event or circumstance, it being agreed that certain events or circumstances though rare, remote or even far-fetched, may nevertheless be arguably foreseen as a possibility. Instead, the parties intend for this provision to apply to any event or circumstance not caused or controlled by the party seeking relief that would delay, hinder or prevent the required performance by a party similarly situated.

(b) If, as a result of a Force Majeure Event, Tenant is temporarily unable to perform any pre-opening activities deemed necessary or advisable, in Tenant's sole and absolute discretion, for the opening of Tenant's business to the public within the Premises (including, without limitation, the inability to complete Tenant's Work, procure or install personal property, fixtures, equipment, supplies and/or inventory, and/or hire and train employees), the Rent Commencement Date will be tolled one (1) day for each day Tenant

is delayed from opening for business to the public as a result of such inability for up to sixty (60) days in the aggregate. For the avoidance of any doubt, and without limiting the generality of the foregoing, the parties expressly acknowledge and agree that the existence of a Public Health Concern on or prior to the intended date for Tenant's opening to the public will be an event triggering Tenant's right to delay the Rent Commencement Date for so long as such Public Health Concern persists.

(c) If at any time during the Term of this Lease, as a result of a Public Health Concern, any governmental authority having jurisdiction over the Premises issues a legally enforceable order restricting the maximum number of customers permitted at any time within the Premises to less than fifty percent (50%) of the maximum customer capacity otherwise permitted in the Premises pursuant to any certificate of occupancy for the Premises issued by the City of Brookline (the "Government Order"), provided Tenant is in compliance with all of the terms and conditions of this Lease, including without limitation, maintaining the business income insurance required pursuant to Section 7.1(f) of this Lease, Tenant shall be entitled to a partial per diem abatement of Base Rent pursuant to the following terms and conditions: (i) the partial per diem abatement of Base Rent shall be in an amount equal to the product of the per diem Base Rent then due and payable under this Lease and the percentage by which the maximum capacity as set forth in the Government Order is reduced (the "Per Diem Abatement Amount"); (ii) the per diem Base Rent due under the Lease shall be reduced by the Per Diem Abatement Amount for the period beginning on the effective date of the Government Order, until the date the Government Order is lifted or modified, such period not to exceed, in the aggregate, six (6) months in any twelve (12) month period (the "Abatement Period"); (iii) the monthly installments of Base Rent due and owing under this Lease shall be reduced by an amount equal to the product of the Per Diem Abatement Amount in effect from time to time during the immediately preceding calendar month, multiplied by the number of days during such calendar month within the Abatement Period (the "Abatement Amount" and together with all other monthly Abatement Amounts, in the aggregate, the "Abatement Total"); (iv) Tenant shall within ten (10) business days of the issuance of any such Government Order, file a claim under its business income insurance coverage and diligently pursue such claim; (v) Tenant shall take all action and file all claims, applications, documents and instruments in connection with any government sponsored relief program (whether in the form of a grant, a loan or other form of economic relief provided for the payment of rent).

In the event Tenant receives any business income insurance proceeds or other insurance proceeds on account of Tenant's inability or limitation to operate in the Premises during any Abatement Period or any form of government monetary relief (either in the form of a grant, loan, rebate, tax refund, tax abatement, or other payment) (collectively, "Insurance or Relief Proceeds"), Tenant shall promptly pay to Landlord the then current Abatement Total, or such portion thereof equal the actual amount of Insurance or Relief Proceeds actually received by Tenant.

By way of example, the monthly installment of Base Rent due for Lease Years 1 and 2 is \$6,135.42; and in the event, as a result of a Public Health Concern, a Government Order is

issued reducing the maximum indoor customer capacity of the Premises to twenty-five percent (25%) with an effective date of June 15 and such Government Order remains in effect as of June 30, the monthly installment of Base Rent due and payable on July 1 shall be reduced by an amount equal to the product of the per diem Base Rent then in effect during the month of June ( $\$6,135.42 / 30 \text{ days} = \$204.51$ ), multiplied by sixteen (16) days (June 15 – June 30, inclusive) ( $\$204.51 \times 16 = \$3,272.16$ ), which shall be the Abatement Amount for the monthly installment of Base Rent due on July 1. For the avoidance of doubt, the parties acknowledge and agree that (a) in no event shall any monthly installment of Base Rent be abated by more than seventy-five percent (75%), (b) in no event shall Tenant be entitled to any abatement unless such Government Order restricts the maximum capacity of the Premises by more than fifty percent (50%), (c) in no event shall the aggregate Abatement Period be longer than six (6) months in any twelve (12) month period, (d) the rent abatement provided to Tenant under this Section 11.11 shall only apply to the monthly installments of Base Rent and Tenant shall be required to pay 100% of all Additional Rent (including without limitation, Tenant's Share of Taxes, Insurance and Operating Costs) due under this Lease, and (e) Tenants shall not be entitled to any such Base Rent abatement following the occurrence and during the continuance of any Event of Default.

**11.12 Recording.** Tenant shall not record this Lease. Upon request by either party, the other party shall execute a notice of lease in statutory form setting forth the Commencement Date, Term and Extension Options and such other information as may be required by applicable law, and stating that it shall not alter the Lease terms. Upon Landlord's request at the end of the Term, Tenant shall execute a notice confirming that the Term has ended.

**11.13 Landlord Lien Waiver.** Landlord hereby waives any lien or interest, whether statutory or otherwise, in trade fixtures, equipment, furniture and personal property of Tenant. In the event Tenant wishes to enter into a sale/leaseback transaction with respect to its trade fixtures, furniture, equipment or other personal property located in the Premises or Tenant wishes to pledge any of such personal property as collateral for a financing, Landlord shall within thirty (30) days following Tenant's written request, to execute commercially reasonable documentation as may be reasonably required by the owner of such personal property or Tenant's lender, as the case may be, to evidence that Landlord does not have an interest in such personal property and waives any claim with respect to such personal property; provided however, any such documentation shall provide that (i) in the event any secured lender which enters the Premises for purposes of removing such personal property shall provide commercially reasonable insurance and indemnify and hold Landlord harmless from an against all claims, demands, costs, damages and causes of action, including without limitation reasonable attorneys' fees, occurring in connection with any such entry, (ii) any such lender or Tenant shall pay the per diem rental charges due and owing under this Lease during the period of such occupancy, (iii) such occupancy shall not extend beyond the term of this Lease, (iv) during the period of such occupancy, such secured lender shall comply with all of the terms and conditions of this Lease, (iv) no sale or auction of such personal property collateral shall occur on the Premises, Building

or Property of Landlord, and (v) no such entry shall unreasonably interfere with the business operations of Landlord or any other tenant of Landlord. For avoidance of doubt, (a) the foregoing documentation shall be subject to Landlord's approval as to form and substance, which approval shall not be unreasonably withheld (subject to the above limitations).

**11.14 Paragraph Headings.** All paragraph headings are for convenience and reference only, and shall not be held to explain, modify, amplify or aid in the construction, interpretation or meaning of the provisions of this Lease.

**11.15 Governing Law.** This Lease shall be governed by the laws of the Commonwealth of Massachusetts.

**11.16 Separability; Construction and Interpretation.** If any Lease term or provision, or the application thereof to any person or circumstance, is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to other persons or circumstances, shall not be affected, and the Lease shall be valid and be enforced to the fullest extent permitted by law. If any Lease provision is capable of two constructions, then the provision shall have the meaning which renders it valid.

**11.17 When Lease Becomes Binding; Entire Agreement.** Landlord's employees or agents have no authority to make or agree to make a lease or any other agreement or undertaking, and the submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon execution and delivery by both Landlord and Tenant. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein, and no oral statements or prior or contemporaneous written matter, whether by the parties or otherwise, which is not specifically incorporated herein shall be of any force or effect. In entering into this Lease, Tenant relies solely upon the representations and agreements contained in this Lease. This Lease shall not be modified except by writing executed by both parties and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

**11.18 Execution.** This Lease may be executed in any number of original counterparts. Each fully executed counterpart shall be deemed an original for all purposes.

11.19 Should Tenant be unable to obtain or retain all government approvals, licenses, permits, and certificates necessary to use the Premises and outdoor seating area for the Permitted Use, except if after originally obtaining such governmental approvals, licenses, permits and certificates, the Tenant loses same due to any violation of applicable law or default under this Lease by Tenant or any of its agents, employees or contractors, then Tenant may terminate this Lease with thirty (30) days written notice to Landlord. This Lease will be contingent upon the following items being true as of the date of

execution of this Lease: (i) Landlord shall possess good and sufficient clear title and authority to enter into this Lease.

11.21 Tenant shall have the right, however, after written notice to Landlord, to contest by appropriate legal proceedings, diligently conducted in good faith, the validity or application of any law, ordinance, order, rule or regulation alleging noncompliance of Tenant's operations with any applicable law, and to delay compliance therewith pending the prosecution of such proceedings, provided no civil or criminal penalty would be incurred by Landlord and no lien or charge would be imposed upon or satisfied out of the Premises by reason of such delay.

**EXECUTED AS A SEALED INSTRUMENT.**

**LANDLORD:**

By: \_\_\_\_\_

**Trustee of D. T. S. Trust**  
and not individually

**TENANT:**

**Bartaco Brookline, LLC**  
a <sup>Delaware</sup> Massachusetts limited liability company

By: [Signature]

Name: SXTI Limited

Its: CEO

execution of this Lease: (i) Landlord shall possess good and sufficient clear title and authority to enter into this Lease.

11.21 Tenant shall have the right, however, after written notice to Landlord, to contest by appropriate legal proceedings, diligently conducted in good faith, the validity or application of any law, ordinance, order, rule or regulation alleging noncompliance of Tenant's operations with any applicable law, and to delay compliance therewith pending the prosecution of such proceedings, provided no civil or criminal penalty would be incurred by Landlord and no lien or charge would be imposed upon or satisfied out of the Premises by reason of such delay.

**EXECUTED AS A SEALED INSTRUMENT.**

**LANDLORD:**

By: Gael T. Daly, Trustee

Trustee of D. T. S. Trust  
and not individually

**TENANT:**

**Bartaco Brookline, LLC**  
a Massachusetts limited liability company

By: [Signature]

Name: [Signature]

Its: [Signature]

**EXHIBIT A**

**Plans of Premises, Building and Property**

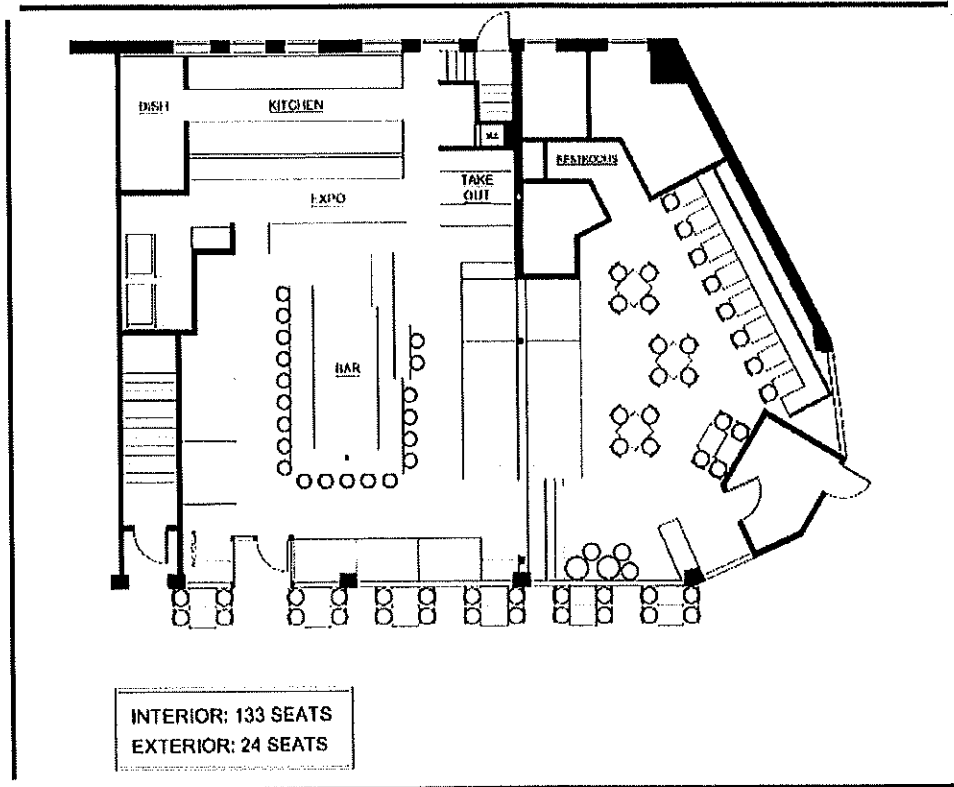
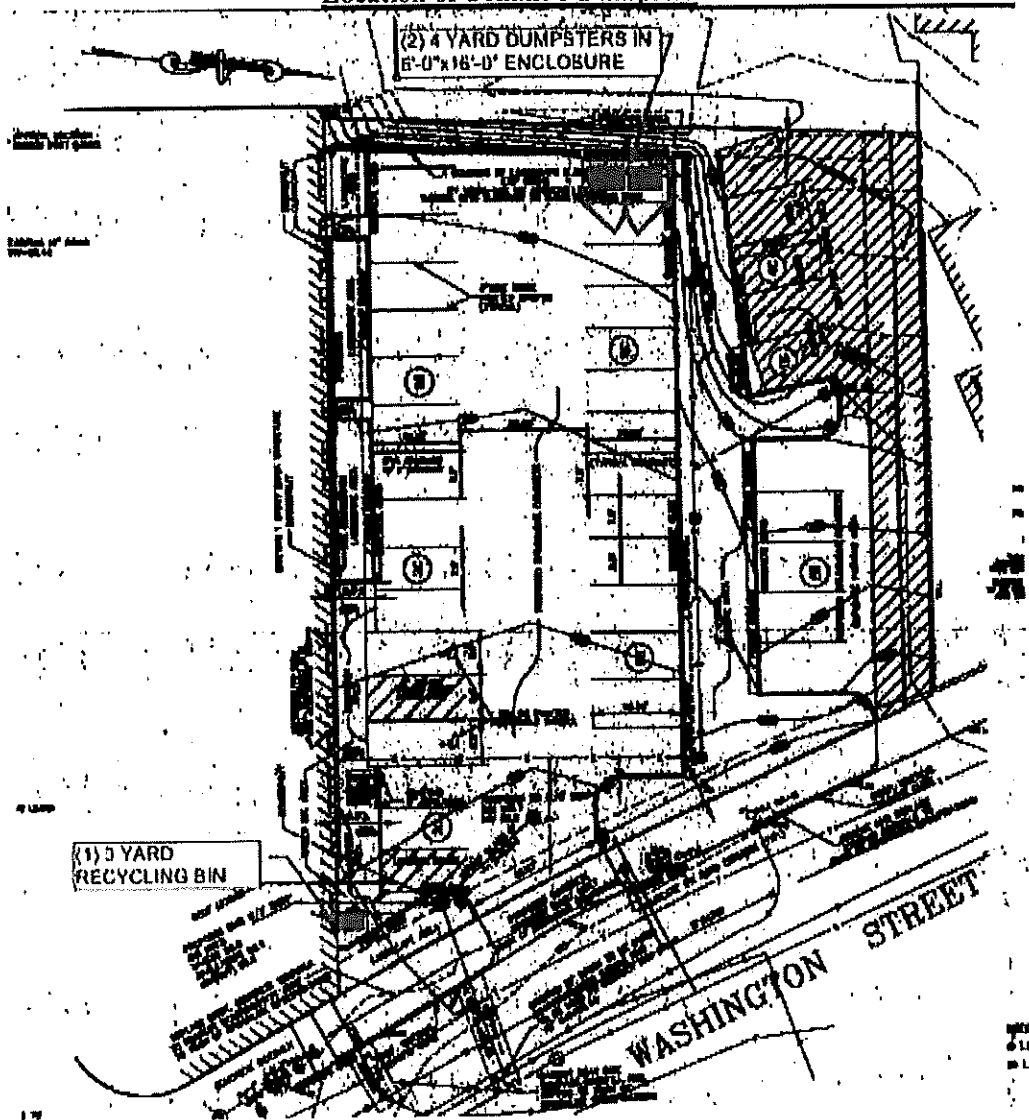


EXHIBIT B

Outdoor Seating Area  
Location of Tenant's Dumpster





3.L.

**EXHIBIT C**

**Intentionally Omitted**

**EXHIBIT D**

**Use Restrictions**

The following use restrictions, which are specifically applicable to the Premises, shall not be deemed to imply, or to grant to Tenant, any right to use the Premises for other than the Permitted Use, nor shall same be deemed a prohibition against Landlord leasing space in the Building for such purposes. Tenant confirms that the Premises shall be used solely and exclusively for the Permitted Use, and that Landlord has the right to lease space in the Building to such tenants and for such purposes as Landlord, in its sole judgment, deems appropriate.

1. The operation of a coffee shop primarily selling coffee, tea and coffee and tee based or blended beverages, pastries, muffins, bagels, or other bakery items.
2. The operation of a quick service or counter service restaurant primarily selling smoothies, freshly made juices, salads, panini pressed wraps and sandwiches, and ice cream for off-premises consumption.
3. The operation of a hair salon and/or beauty supply shop.
4. The operation of a real estate brokerage office.
5. The retail sale of athletic footwear and/or athletic apparel.

**EXHIBIT E****Rules and Regulations**

Tenant shall at all times during the Term comply with the following rules and regulations in addition to, and not in limitation of, any obligations of Tenant under its Lease.

1. Use, maintain and occupy the Premises in a careful, safe, proper and lawful manner, keep the Premises and its appurtenances in a clean and safe condition;
2. Keep all glass in the doors and windows of the Premises clean and in good repair;
3. Not place, maintain or sell any merchandise in any vestibule or entry to the Premises, or the sidewalks adjacent to the Premises, or elsewhere on the outside of the Premises except the Outdoor Seating Area (and only a menu board and Premises telephone number), without prior written consent of the Landlord;
4. Keep the Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests;
5. Not permit undue accumulation of garbage, trash, rubbish, and other refuse in the Premises, and keep refuse in closed containers within the interior of the Premises until removed;
6. Not deliver, suffer or permit delivery of merchandise to the front entrance of the Premises;
7. Light show windows and exterior signs of the Premises to the extent reasonably required by Landlord;
8. Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of their Premises;
9. Not overload the floors or electrical wiring and not install any additional electrical wiring or plumbing without Landlord's prior written consent;
10. Not use show windows in the Premises for any purpose other than display of merchandise in a neat and attractive manner;
11. Not conduct, permit or suffer any public or private auction sale to be conducted on or from the Premises;

12. Not canvas, solicit or peddle in the Common Areas of the Property, and not distribute handbills or other advertising materials in the Common Areas of the Property, and if this provision is violated, then in addition to other remedies available to Landlord, Tenant shall pay Landlord the cost of collecting same from the Common Areas for trash disposal;
13. Use for office, clerical or other non-selling purposes only such space in the Premises as is reasonably required from Tenant's business therein;
14. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed, or dispose of any foreign substance therein, whether through the utilization of "garbage disposal" units or otherwise;
15. Not operate in the Premises or in any part of the Property any coin or token operated vending machines or similar device for the sale of any merchandise or service, unless said devices are directly related to Tenant's business and are approved by Landlord prior to their installation, such approval not to be unreasonably withheld or delayed;
16. Not attach any awning or other projections to the outside walls or windows of any part of the Building (except as set forth on Exhibit G attached hereto), and no curtains, blinds, shades, or screens (other than those furnished or approved by Landlord) shall be attached to or hung in, or used in connection with, any exterior window or door of the Premises;
17. Not place any show cases or other articles in front of or affixed to any part of the exterior of the Building, or placed in the Common Areas of the Property;
18. Not mark, paint, drill into, or in any way deface any part of the exterior of the Building except in connection with the installation of any approved sign;
19. intentionally omitted;
20. Not use the whole nor any part of the Premises to any tenant for manufacturing;
21. Not place additional locks or bolts of any kind upon any of the exterior doors or windows in the Premises, nor make any changes in locks or the mechanisms thereof unless providing Landlord with keys to same, and upon the termination of the Term, Tenant shall deliver to Landlord all keys; and
22. Not bring or keep animals of any kind in the Building or Property, provided service animals permitted by applicable statute of the Commonwealth of Massachusetts are not prohibited.

### 3.L.

Landlord reserves the right, at any time and from time to time, to rescind, alter, or waive, in whole or in part, or add to, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest provided that Landlord shall give Tenant prior written notice of any such changes. Landlord agrees to promulgate and apply the rules and regulations in a non-discriminatory manner.

3.L.

**EXHIBIT F**

**Sign Criteria**

EXHIBIT G

Tenant's Approved Signage, Awnings and Outdoor Facilities



**EXHIBIT H****FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT****SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

This Subordination, Nondisturbance and Attornment Agreement ("Agreement") dated as of May \_\_, 2020, is made by and between \_\_\_\_\_, a Delaware limited liability company, having an address of \_\_\_\_\_ 06854 ("Tenant"), \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ (together with its successors and/or assigns, "Lender").

**Recitals.**

**Lease.** Tenant is the lessee under a lease dated \_\_\_\_\_ (as the same may be amended, restated, reinstated, and/or otherwise modified from time to time, the "Lease") from Landlord, for the lease of certain space (the "Leased Premises"), as more particularly described in the Lease, in \_\_\_\_\_ (the "Mortgaged Property"). The Mortgaged Property is more particularly described in Exhibit A attached hereto and incorporated herein.

**Mortgage.** Lender is the holder of a Mortgage, Security Agreement and Assignment of Leases and Rents from Landlord to Lender encumbering the Mortgaged Property dated \_\_\_\_\_ and recorded with the Norfolk Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Mortgage").

**Consideration.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Agreements.**

**Subordination of Lease.** The Lease is and shall be subject and subordinate to the Mortgage and the lien thereof, and to any and all advances made thereunder, and to all renewals, modifications, amendments, consolidations, replacements and extensions thereof, to the full extent of the principal sum from time to time secured thereby, all interest and charges thereon, and all payments relating to the Mortgaged Property secured by the Mortgage, said subordination to be with the same effect as though any and all such renewals, modifications, amendments, consolidations, replacements and extensions had been executed, acknowledged, delivered and recorded, and all advances thereunder had been made, prior to the execution, acknowledgment, delivery and recording of the Lease and any notice thereof.



**Attornment by Tenant.** Tenant agrees with Lender that in the event of a foreclosure or deed in lieu of foreclosure or in the event Lender in any other manner succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the lessor under the Lease. Tenant hereby attorns to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of the Landlord in the Mortgaged Property. Tenant agrees, however, upon the election of Lender and upon written demand by Lender after it acquires title to the Mortgaged Property, to execute an instrument in confirmation of the foregoing provisions, satisfactory to Lender, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

**Recognition and Nondisturbance.** Lender hereby consents to the Lease and agrees that in the event of a foreclosure or deed in lieu of foreclosure or in the event Lender in any other manner succeeds to the interest of Landlord under the Lease, Lender shall recognize the Lease and Tenant's rights thereunder and shall perform the obligations of the applicable landlord arising thereunder and shall be bound by all the terms and provisions thereof for the entire duration of the term of the Lease, including any extensions and renewals set forth in the Lease and any modifications or amendments thereof to which Lender has previously agreed in writing, and will not disturb the possession of Tenant or its quiet enjoyment of the Leased Premises under the Lease, terminate the Lease or join the Tenant in summary or foreclosure proceedings, as long as Tenant is not in default under the Lease or this Agreement beyond applicable notice and cure periods.

**Lender not liable.** In the event that Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

liable for any breach, act or omission of any prior landlord (including Landlord);

subject to any offset or defense which Tenant might have against any prior landlord (including Landlord);

bound by any payment of rent or additional rent made by Tenant to Landlord for more than the current month;

liable to return or otherwise account for any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is in the possession of Lender or in an escrow fund available to Lender;

bound by any material amendment to, modification or termination of the Lease made without the written consent of Lender unless expressly permitted in the Lease;

bound by any provision in the Lease which obligates the Landlord to erect or complete any building or to perform any construction work or to make any improvements to the Mortgaged Property or the Leased Premises or to make any contribution toward the cost of any of the foregoing except Lender its successors and/or assigns shall be required to perform all continuing and/or future obligations, maintenance, replacements, remediation, restoration, and repairs required by the Lease (collectively the "Obligations"), and Tenant shall retain all of its remedies in its Lease should such Obligations not be fulfilled;

personally liable for any obligations of Lender as the lessor under the Lease, Tenant agreeing to look solely to Lender's interest, as lessor, in the Mortgaged Property for the satisfaction of such obligations;

be responsible for Landlord's representations or warranties relating to any latent or patent defects in construction with respect to the Mortgaged Property or the Leased Premises, Landlord's title or compliance of the Property or Leased Premises with applicable environmental, building, zoning or other laws, including, but not limited to, the Americans with Disabilities Act and any regulations pursuant thereto, subject to Landlord's ongoing Obligations; or

anything herein or in the Lease to the contrary notwithstanding, in the event that Lender shall acquire title to the Mortgaged Property, Lender shall have no obligation, or incur any liability, beyond Lender's then interest in the Mortgaged Property, and Tenant shall look exclusively to such interest for payment and discharge of any obligations imposed upon Lender hereunder or under the Lease, or otherwise.

The obligation of Lender to accept the attornment of Tenant and not to disturb Tenant's possession of the Mortgaged Property under the Lease, as set forth above, is expressly subject to the satisfaction of the following conditions at the time of Lender's taking possession of or acquisition of title to the Mortgaged Property:

### 3.L.

Tenant shall not then be in default in the performance of any of Tenant's obligations under the Lease or this Agreement beyond applicable notice and cure periods;

Neither the rent nor any other charges or expenses payable by Tenant under the Lease shall have been reduced in any way without Lender's prior written consent not to be unreasonably conditioned, delayed or withheld; and

The Lease shall not have been otherwise materially amended or modified in any way without Lender's prior written consent not to be unreasonably conditioned, delayed or withheld.

Covenants Regarding the Lease. Tenant agrees as follows:

Tenant will not, without the prior written consent of Lender, pay security deposits, rent or other amounts aggregating at any time in excess of one month's rent in advance on account of the Lease;

Tenant will not, without the prior written consent of Lender, materially amend or modify the Lease or any of the terms thereof, or, except pursuant to terms of the Lease now existing, cancel, terminate or surrender the Lease; and

Tenant will not, without the prior written consent of Lender, not to be unreasonably conditioned, delayed or withheld, voluntarily subordinate the Lease to any other lien or encumbrance unless expressly permitted by the Lease.

2.6 Lender's Opportunity to Cure Landlord's Defaults. In the event that Landlord defaults in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease including, without limitation, any action in order to terminate, rescind or avoid the Lease or to withhold any rental thereunder, unless Lender, after receipt of such notice, fails to cure, or cause to be cured, the specified default within a reasonable time thereafter; but nothing herein shall be deemed to impose any obligation on Lender to cure such default. "Reasonable time" as used herein includes a reasonable time to obtain possession of the Mortgaged Property if the default cannot be cured without such possession.

2.7 Payment of Rent to Lender. Landlord has agreed under the Mortgage and other loan documents that rentals payable under the Lease shall be paid directly by Tenant to Lender upon default by Landlord under the Mortgage. After notice from Lender to Tenant given as provided below that rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or to such other entity as Lender shall direct, all monies due or to become due to Landlord under the Lease. Tenant shall have no

responsibility to ascertain whether such demand by Lender is permitted under the Mortgage, or to inquire into the existence of a default. Landlord hereby waives any right, claim, or demand it may now or hereafter have against Tenant by reason of such payment to Lender, and any such payment shall discharge the obligations of Tenant to make such payment to Landlord.

General.

Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to Federal Express or another independent, nationally or locally recognized, third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective on the earlier to occur of (a) the date received, or (b) one business day after delivery to Federal Express or such other delivery service, postage prepaid. Notices shall be sent to the addresses set forth above provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of ten (10) days' prior notice to the other party in the manner set forth herein.

Captions for Convenience Only. The Article and Paragraph titles hereof are inserted for convenience of reference only and shall in no way alter, modify, or define, or be used in construing, the text of such Articles or Paragraphs.

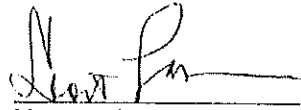
Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, which in the case of Lender shall expressly include any purchaser at a foreclosure sale pursuant to the Mortgage, and such purchaser's successors and assigns.

Applicable Law. This Agreement shall be governed by the laws of the state in which the Mortgaged Property is located.

*[signatures follow on next page]*

WITNESS the execution hereof under seal as of the day and year first above written.

TENANT

By:   
Name: SCOTT LAWTON  
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public:  
My commission expires:

*[signatures continue on following pages]*

LENDER:

By: \_\_\_\_\_  
Signatory  
Hereunto Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

*[signatures continue on following pages]*

LANDLORD:

By: \_\_\_\_\_

Hereunto Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally appeared, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

*[Exhibit A continues on following pages]*

3.L.

**Exhibit A**

**Legal Description of Property**



EXHIBIT I  
(Approved Insurance)



BARTAG1

OP ID: LW

CERTIFICATE OF LIABILITY INSURANCE

DATE REVISED:  
09/18/2021

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).

PRODUCER: Malory Agency P.O. Box 1209 L-Orange, GA 30241 Matthew H. Malory	CONTACT: Libby Willingham Phone: 708-884-3339 Cell: 708-884-3339 Email: libby@maloryagency.com	TAX ID: EIN:
INSURER'S APPROVED COVERAGE		NAME:
INSURER: MetLife American Ins Co.		NUMBER: 36870
INSURER: Merchants National Ins Co.		
INSURER: Employers Compensation Ins Co.		NUMBER: 10346
INSURER: Liberty Surplus Insurance Co.		
INSURER: AT Paid Surplus Lines Ins Co.		
NUMBER P:		

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	INSURER	POLICY NUMBER	START DATE	EXPIRES DATE	COVERAGE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY		NKLM8MMP100210	10/30/2020	10/30/2021	BODILY INJURY AND PROPERTY DAMAGE (Per occurrence) UNEMPLOYMENT BENEFITS (Per occurrence) PERSONAL & ADVERTISING GENERAL AGGRIEVEMENT PRODUCTS - CLAIMS-MADE	1,000,000 100,000 5,000 1,000,000 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> AUTO BODILY INJURY <input checked="" type="checkbox"/> AUTO COLLISION <input type="checkbox"/> AUTO COMBINATION <input type="checkbox"/> AUTO MEDICAL PAYMENTS <input type="checkbox"/> AUTO UNINSURED MOTORIST		NKLM8MMP100210	10/30/2020	10/30/2021	COLLISION (Per occurrence) BODILY INJURY (Per occurrence) AUTO LIABILITY (Per occurrence) PROPERTY DAMAGE (Per occurrence)	1,000,000 1,000,000 1,000,000 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA/EXCESS <input checked="" type="checkbox"/> EXCESS <input type="checkbox"/> RETIREMENTS 10000		EXL002260	10/30/2020	10/30/2021	EXCESS/UMBRELLA ACCIDENT-ONSET	5,000,000 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS LIABILITY <input type="checkbox"/> ANY EMPLOYER (FOR CONTRACTORS/EXECUTIVE) <input type="checkbox"/> ANY EMPLOYER (FOR CONTRACTORS) <input type="checkbox"/> ANY EMPLOYER (FOR CONTRACTORS) (If you do not specify, the description of operations below applies)	Y/N N/A	8034631785	10/30/2020	10/30/2021	<input checked="" type="checkbox"/> MEDICAL BENEFITS <input type="checkbox"/> DISABILITY B.L. EACH ACCIDENT B.L. DISEASE - SCHEDULED B.L. DISEASE - UNSCHEDULED	1,000,000 1,000,000 1,000,000 1,000,000
D	<input checked="" type="checkbox"/> EXCESS LIABILITY		100047118-01	10/30/2020	10/30/2021	Per Occ.	5,000,000
E	<input checked="" type="checkbox"/> EXCESS LIABILITY		ZLP-51N36197-20-NF	10/30/2020	10/30/2021	Per Occ.	10,000,000

DESCRIPTION OF OPERATION(S), LOCATION(S), VEHICLE(S) (ACORD 101, Additional Remarks Schedule, may be attached if every space is required)

CERTIFICATE HOLDER:  Standard COI For Informational Purpose	CANCELLATION:  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE PROVIDED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE: Elizabeth O. Willingham
--	---

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**LEASE GUARANTY**

**FOR VALUE RECEIVED**, and in consideration for, and as an inducement to the **Trustee of D. T. S. Trust** as Landlord to enter into a certain lease with **Bartaco Brookline, LLC**, as "Tenant", dated October \_\_, 2021, with respect to premises located at 1634 Beacon Street, Brookline, MA (the "Lease"), the undersigned, **Barteca Restaurants, LLC** ("Guarantor") with a principal place of business located at 671 North Glebe Road, Ballston Tower, 6<sup>th</sup> Floor, Suite 600, Arlington, Virginia 22203, unconditionally guarantees the full payment of all Base Rent and Additional Rent due pursuant to the Lease (as well as payments due pursuant to the Default provisions of the Lease which would have constituted Base Rent or Additional Rent but for Tenant's Default, and expressly agrees that the validity of this Guaranty and the obligations of the guarantor(s) hereunder shall not be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant or by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by the relief of Tenant from any of Tenant's obligations under said Lease by operation of law or otherwise (including without implied limitation, the rejection or assignment of the Lease in connection with proceedings under bankruptcy laws now or hereafter enacted), irrespective of Landlord's consent or other action or inaction with respect to such relief, the undersigned hereby waiving notice, protest, demand of the acceptance of this Guaranty all suretyship defenses and all defenses in the nature thereof.

The undersigned further covenants and agrees that this Guaranty shall continue in full force and effect as to any renewal, modification or extension of the Lease, the exercise of any option including, without limitation, options to purchase, to extend, to expand or otherwise, whether or not the undersigned shall have received any notice thereof. The undersigned further agrees that the undersigned's liability under this Guaranty shall be primary, and that in any right of action which shall accrue to Landlord under said Lease, Landlord may, at Landlord's option, proceed against either or both of the undersigned and Tenant, jointly and severally, and may proceed against the undersigned without having commenced any action against or having obtained any judgment against Tenant. In addition to any other remedies Landlord may have against the undersigned and the obligation of the undersigned to Landlord, the undersigned shall reimburse Landlord for all costs incurred by Landlord in connection with the enforcement of this Guaranty or the Lease or a default under either including, without limitation, all costs of collection and reasonable attorneys' fees. No party liable under this Guaranty shall be entitled to rights of subrogation against any party or interest in the Lease before the full performance and observance of all covenants, conditions and agreements of the Lease.

It is agreed that the failure of Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for any subsequent performance or observance of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt

by Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

In consideration of Landlord having the right to deny consent to a Transfer based in whole or in part on the financial condition of the proposed transferee and the guarantors of the transferee's obligations under the Lease, all as more fully set forth in Section 5.3 of the Lease, Landlord acknowledges that an assignment of the Lease, or any interest therein, (but not a sublease of all or part of the Premises) which in each case has been approved in writing by Landlord, shall operate to extinguish the liability of the undersigned guarantor(s) under this Guaranty with respect to liabilities for occurrences after the effective date of such assignment. Wherever reference is made to the liability of Tenant named in the Lease, such reference shall be deemed likewise to refer the undersigned guarantor.


It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective successors and assigns of Landlord, and shall be binding upon the respective heirs, executors, administrators and assigns of the undersigned except as stated otherwise in the Lease.

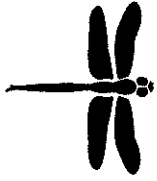
Notwithstanding anything to the contrary herein, any and all notices of default sent to Tenant must be sent simultaneously to Guarantor (at the address set forth above unless Guarantor has provided Landlord with an updated address) if Guarantor is no longer affiliated with Tenant. If, at Landlord's request, Guarantor remains liable for the debts of a Tenant who is unaffiliated with Guarantor, then 1) Guarantor must be given notice and the right to cure any potential defaults of Tenant; 2) Guarantor shall have the right, but not the obligation, to re-take possession of the Premises in the event of a Tenant default; 3) Guarantor shall have the right to the same notice and cure periods afforded to Tenant under the Lease, and to assert as defenses to its liability under this Guaranty those that are or could be claimed by Tenant under the Lease based upon a Landlord default under the Lease; and 4) Guarantor's consent must be given for any material change in this Lease.

Further notwithstanding anything to the contrary contained herein, Guarantor's liability hereunder shall not exceed an amount equal to: (a) all Base Rent due until Tenant has vacated or Landlord has obtained possession of the Premises; and (b) twelve (12) full calendar months of Base Rent due and payable or which accrues under the Lease from and after the date upon which Tenant has vacated or Landlord has obtained possession of the Premises.

WITNESS THE EXECUTION UNDER SEAL, WHEREOF, this \_\_\_\_ day of October, 2021

**BARTECA RESTAURANTS, LLC.**  
a Delaware limited liability company

By:   
Name: Scott Lawton  
Title: Its CEO



# OUTDOOR DINING PROGRAM

FOR:  
**BARTACO BROOKLINE, LLC**  
1634 BEACON STREET,  
BROOKLINE, MASSACHUSETTS, 02446



## PROJECT DIRECTORY

**OWNER/DESIGNER**  
BARTACO BROOKLINE, LLC  
1634 BEACON STREET  
BROOKLINE, MA 02446  
PHONE: 781.853.0000  
EMAIL: WWW@BARTACO.COM

**LANDSCAPE ARCHITECT**  
PROJECT TITLE  
1634 BEACON STREET  
1634 BEACON STREET  
DUAL, OPEN-ENDED, 2-LEVEL, 1000 SQ FT

**ARCHITECT**  
345 VERNON STREET  
BOSTON, MA 02118  
TEL: 617.552.2600

**BUILDING DEPARTMENT**  
122 WASHINGTON STREET  
BROOKLINE, MA 02446  
TEL: 617.272.5000

## PROJECT DESCRIPTION

THE DRAWING PROVIDES A GENERAL OUTLINE OF THE PROJECT AND IS NOT TO BE USED FOR CONSTRUCTION. THE CLIENT SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

## CODE SUMMARY

- 12.2 BUILDING DEPARTMENT
- 12.3 WASHINGTON STREET
- 12.4 BEACON STREET
- 12.5 MASSACHUSETTS GENERAL LAWS

## ACCESSIBLE SEATING

THE DRAWING PROVIDES A GENERAL OUTLINE OF THE PROJECT AND IS NOT TO BE USED FOR CONSTRUCTION. THE CLIENT SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

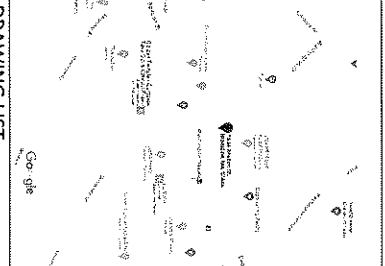
## OUTDOOR DINING DESIGN GUIDELINES

- 1. THE DESIGN SHALL BE ACCESSIBLE TO ALL INDIVIDUALS, INCLUDING THOSE WITH PHYSICAL, COGNITIVE, AND SENSORY DISABILITIES.
- 2. THE DESIGN SHALL BE ACCESSIBLE TO ALL INDIVIDUALS, INCLUDING THOSE WITH PHYSICAL, COGNITIVE, AND SENSORY DISABILITIES.
- 3. THE DESIGN SHALL BE ACCESSIBLE TO ALL INDIVIDUALS, INCLUDING THOSE WITH PHYSICAL, COGNITIVE, AND SENSORY DISABILITIES.

## DRAWING LIST

NO.	DESCRIPTION	DATE
1	GENERAL SITE PLAN	01/23/2019

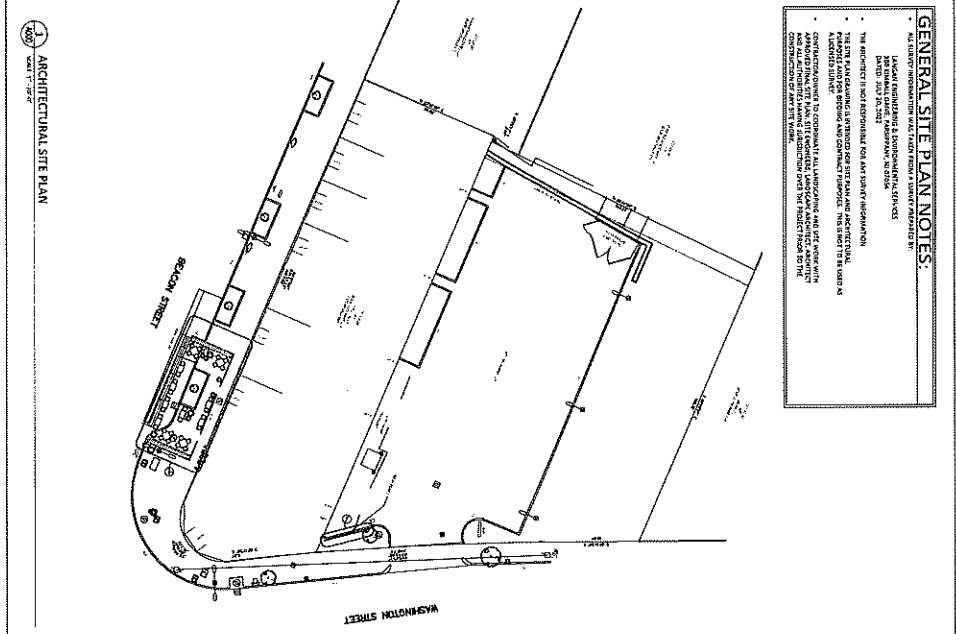
## LOCATION MAP



## PHOTOS



## SITE PLAN



### GENERAL SITE PLAN NOTES

1. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY VIOLATIONS OF LOCAL, STATE, OR FEDERAL LAWS, REGULATIONS, OR ORDINANCES.

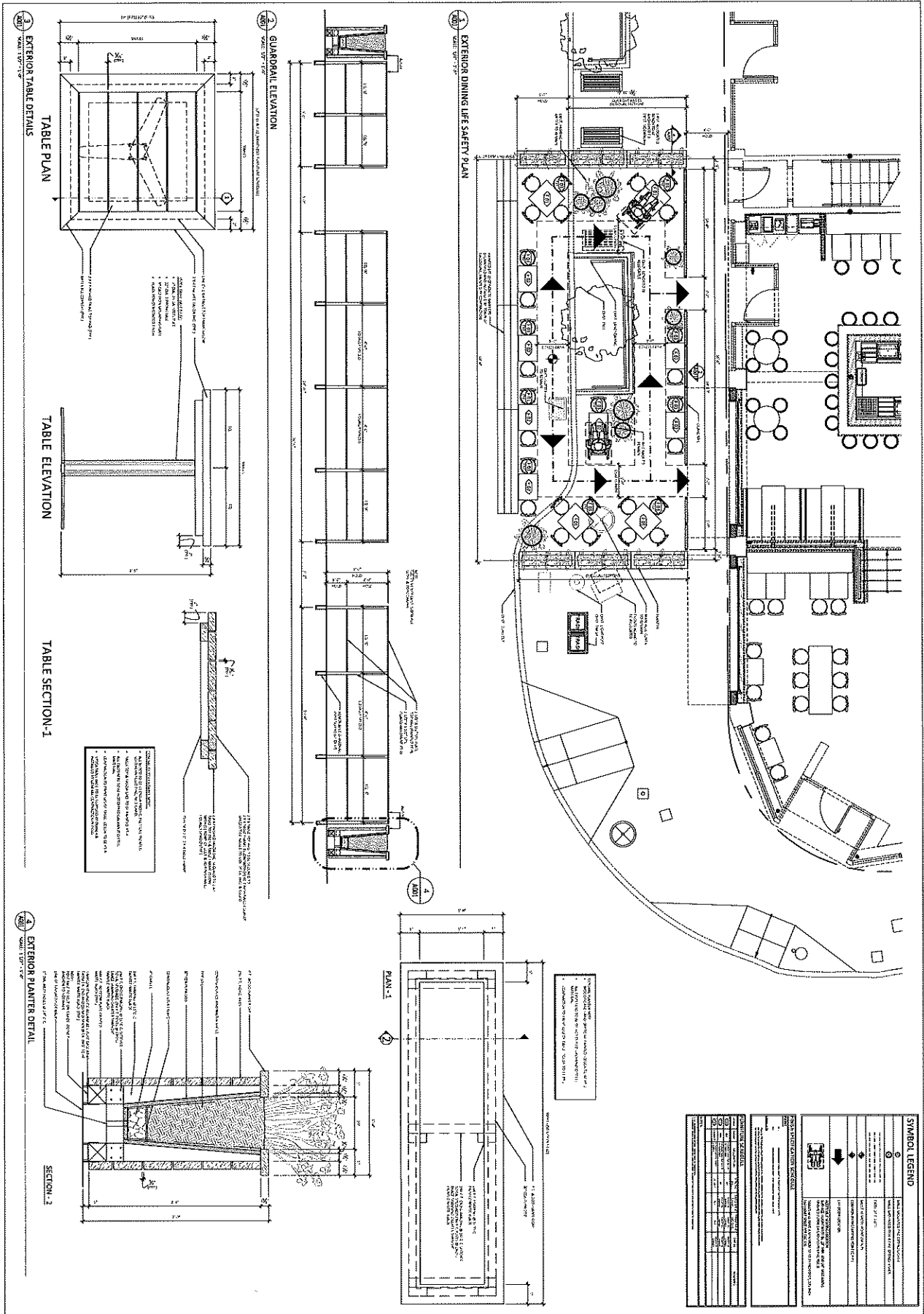
2. THE CLIENT SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES.

3. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

ARCHITECTURAL SITE PLAN  
A000

DUMPSTER ENCLOSURE & FENCE REPLACEMENT  
BARTACO BROOKLINE, LLC  
1634 BEACON STREET  
BROOKLINE, MASSACHUSETTS 02446  
COVER SHEET, INDEX & SITE PLAN

NO.	DATE	REVISIONS



<p><b>SYMBOL LEGEND</b></p> <table border="1"> <tr> <td>○</td> <td>NON-FLAMMABLE POLYURETHANE</td> </tr> <tr> <td>○</td> <td>FLAME RETARDANT POLYURETHANE</td> </tr> <tr> <td>○</td> <td>WOOD</td> </tr> <tr> <td>○</td> <td>CONCRETE</td> </tr> <tr> <td>○</td> <td>STEEL</td> </tr> <tr> <td>○</td> <td>GLASS</td> </tr> <tr> <td>○</td> <td>BRICK</td> </tr> <tr> <td>○</td> <td>CEMENT</td> </tr> <tr> <td>○</td> <td>ASPHALT</td> </tr> <tr> <td>○</td> <td>GRAVEL</td> </tr> <tr> <td>○</td> <td>LANDSCAPE</td> </tr> </table>	○	NON-FLAMMABLE POLYURETHANE	○	FLAME RETARDANT POLYURETHANE	○	WOOD	○	CONCRETE	○	STEEL	○	GLASS	○	BRICK	○	CEMENT	○	ASPHALT	○	GRAVEL	○	LANDSCAPE	<p><b>PERMITS &amp; APPROVALS</b></p> <table border="1"> <tr> <td>DATE</td> <td>BY</td> <td>DESCRIPTION</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	DATE	BY	DESCRIPTION							<p><b>DRAINAGE SYSTEMS</b></p> <table border="1"> <tr> <td>NO. OF STORMWATER PIPES</td> <td></td> </tr> <tr> <td>NO. OF SANITARY PIPES</td> <td></td> </tr> <tr> <td>NO. OF VENT PIPES</td> <td></td> </tr> <tr> <td>NO. OF EXHAUST PIPES</td> <td></td> </tr> <tr> <td>NO. OF CONDENSATE PIPES</td> <td></td> </tr> </table>	NO. OF STORMWATER PIPES		NO. OF SANITARY PIPES		NO. OF VENT PIPES		NO. OF EXHAUST PIPES		NO. OF CONDENSATE PIPES		<p><b>DATE</b></p> <p><b>SCALE</b></p> <p><b>PROJECT NAME</b></p>	<p><b>DUMPSTER ENCLOSURE &amp; FENCE REPLACEMENT</b></p> <p><b>BARTACO BROOKLINE, LLC</b>          1634 BEACON STREET          BROOKLINE, MASSACHUSETTS 02446</p> <p>LIFE SAFETY PLAN, ELEVATION &amp; DETAILS</p>
○	NON-FLAMMABLE POLYURETHANE																																												
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## **Alteration of Premises**

Applicant: DC Associates LLC  
DBA: Garrison House  
Location: 6 Harvard Square

### **Application Details:**

Question of approving the application for an alteration of licensed premises for an All Alcohol License for DC Associates LLC d/b/a Garrison House at 6 Harvard Square. Expanding its alcohol license to include outdoor dining.

### **Reports (Attached):**

Police Department (Approved)

MEMORANDUM

TO: Jennifer Paster, Chief of Police  
FROM: Charles Carey, Town Administrator  
RE: Alteration of Premises  
DATE: March 15, 2024

---

May we please have reports on the attached application:

Applicant: DC Associates LLC.  
DBA: Garrison House  
License Type: All Alcohol  
Location: 6 Harvard Square

**Application Details:**

Question of approving the application for an alteration of licensed premises for an All Alcohol License for DC Associates LLC d/b/a Garrison House at 6 Harvard Square. Expanding its alcohol license to include outdoor dining.

This application is scheduled to go before the Board on **April 17, 2024**. May we please have the reports no later than **April 5, 2024**.

Thank you.

## Checklist for Alteration of Premises



- Filing Fee** receipt paid to the Alcoholic Beverages Control Commission
- Monetary Transmittal Form**
- Alteration of Premises/Change of Location Application**
- Vote of Corporate Board**
- Supporting Financial Records**
- Legal Right to Occupy, a lease or deed**
- Floor Plans** (*Plans must be stamped by an architect*)

- 
- Report from Brookline Police**
  - Report from Building**
  - Report from Fire**
  - Report from Health**



3.M.



**BROOKLINE POLICE DEPARTMENT**

*Brookline, Massachusetts*

JENNIFER PASTER  
CHIEF OF POLICE

To: Chief Jennifer Paster

From: Lieutenant Derek Hayes

Re: DC Associates LLC., Garrison House - Alteration of Licensed Premises

Date: March 26, 2024

---

Chief,

DC Associates LLC., Garrison House is located at 6 Harvard Square and has an all kinds of alcohol license. They have applied for an alteration of their licensed premises which would allow for outdoor dining.

A CAD search revealed no negative information. This business is in good standing with this office.

I find no reason to deny their request.

Respectfully submitted,

Lieutenant Derek Hayes





Dan Henn <dan@hawkeyehospitality.com>

**Receipt from nCourt**

1 message

customerservice@ncourt.com <customerservice@ncourt.com>  
To: dan@hawkeyehospitality.com

Thu, Mar 14, 2024 at 11:52 AM

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail

Address 1: 95 Fourth Street, Suite 3

City: Chelsea

State: Massachusetts

Zip: 02150

Payment On Behalf Of

First Name: Daniel

Last Name: Henn

Address 1: 6 Harvard Square

City: Brookline

State/Territory: MA

Zip: 02445

Phone: (617) 487-8537

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	LICA-22-0251	\$4.70	\$200.00

Receipt Date: 3/14/2024 11:52:13 AM EDT

Invoice Number: 18a2d9d1-1af3-4731-87b2-df5e8fbf0fb4

Total Amount Paid: \$204.70

Billing Information

First Name Dan Henn

Last Name DC Associates LLC

Address 1 6 Harvard Square

City Brookline

State/Territory MA

Zip 02445

Email dan@hawkeyehospitality.com

Credit / Debit Card Information

Card Type American Express

Card Number \*\*\*\*\*1024

IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.

Please verify the information shown above. Your payment has been submitted to the location listed above.

### 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 #:** 18a2d9d1-1af3-4731-87b2-df5e8fb70fb4

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	LICA-22-0251	\$200.00
		<b>\$200.00</b>

**Total Convenience Fee: \$4.70**

**Date Paid:** 3/14/2024 11:52:13 AM EDT

**Total Amount Paid: \$204.70**

**Payment On Behalf Of**

**License Number or Business Name:**  
LICA-22-0251

**Fee Type:**  
FILING FEES-RETAIL

**Billing Information**

**First Name:**  
Dan Henn

**Last Name:**  
DC Associates LLC

**Address:**  
6 Harvard Square

**City:**  
Brookline

**State:**  
MA

**Zip Code:**  
02445

**Email Address:**  
dan@hawkeyehospitality.com



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

**AMENDMENT-Change or Alteration of Premises Information**

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)** 05737-RS-0148

**ENTITY/ LICENSEE NAME** DC Associates LLC

**ADDRESS** 6 Harvard Square

**CITY/TOWN** Brookline      **STATE** MA      **ZIP CODE** 02445

For the following transactions (Check all that apply):

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> New License                  | <input type="checkbox"/> Change Corporate Name   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License          | <input type="checkbox"/> Change of DBA   | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Change of Hours                              |
| <input type="checkbox"/> Change of Manager            | <input checked="" type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Officers/Directors | <input type="checkbox"/> Change of Location  | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Ownership Interest | <input type="checkbox"/> Other <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px; vertical-align: middle;"></span> |   |   |

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

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



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

**AMENDMENT-Change or Alteration of Premises Information**

**Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
DC Associates LLC	Brookline	05737-R8-0148

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

For the last two patio seasons we have been granted an amendment to our license in order to serve guests on our patio. We have had no violations or complaints previously and we would like to include the patio under our existing liquor license

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Daniel Henn	Manager On Record	[REDACTED]	[REDACTED]

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

No alterations necessary.

**2B. PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

N/A

Total Sq. Footage	Seating Capacity	Occupancy Number	
Number of Entrances	Number of Exits	Number of Floors	

**AMENDMENT-Change or Alteration of Premises Information**

**3. CHANGE OF LOCATION**

**3A. PREMISES LOCATION**

Last-Approved Street Address

Proposed Street Address

**3B. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

**3C. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

Yes  No

**4. FINANCIAL DISCLOSURE**

Associated 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):

Associated Cost(s):

0	
---	--

**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
<b>Total:</b>	

**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.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

3.M.  
**ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Per the request of the Town of Brookline, I just wanted to call out that we don't have sidewalk seating and guests will need to walk over the public way to access the seating area.



3.M.  
**APPLICANT'S STATEMENT**

I, Daniel Henn the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory  
of DC Associates LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises 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: 3/12/24

Title:

Manager On Record

**ENTITY VOTE**

The Board of Directors or LLC Managers of  Entity Name

duly voted to apply to the Licensing Authority of  and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

For the following transactions (Check all that apply):

Alteration of Licensed Premises

Change of Location

Other

"VOTED: To authorize  Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

For Corporations ONLY

A true copy attest,



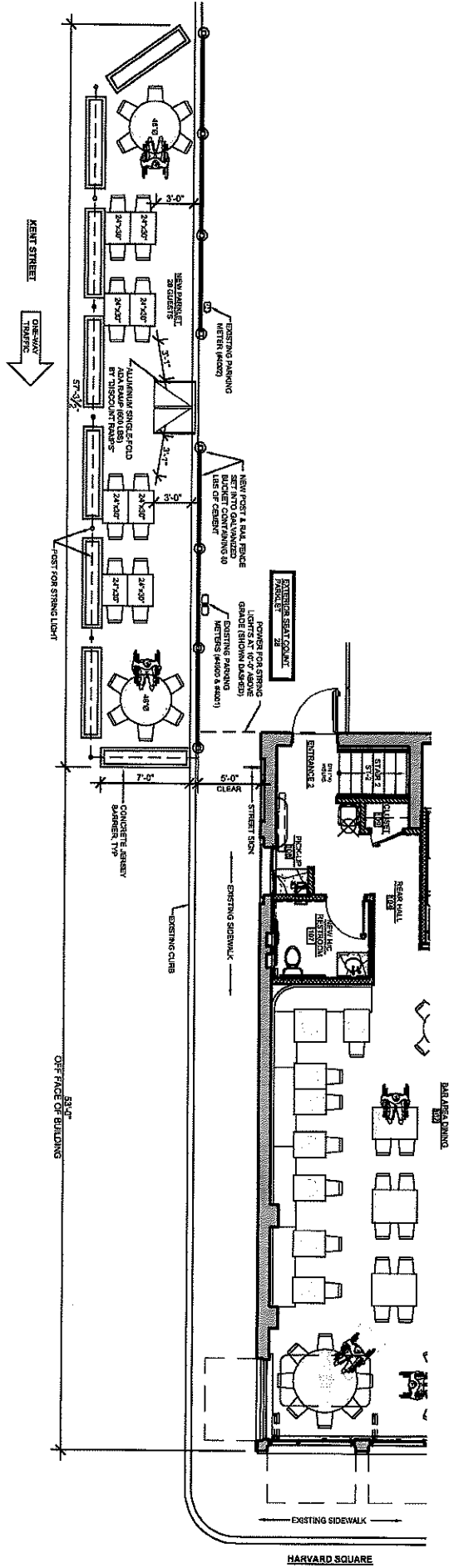
Corporate Officer /LLC Manager Signature

\_\_\_\_\_  
Corporation Clerk's Signature

Daniel Henn

(Print Name)

\_\_\_\_\_  
(Print Name)



**Niemitz**  
**Design Group**

Project: **GARRISON HOUSE**  
 Description: **PROPOSED PARKLET PLAN**

Sheet: 1 of 1

Date: 03/22/23

Scale: 1/8" = 1'-0"

480 HARRISON AVENUE - SUITE B1  
 Boston, Massachusetts 02118  
 617.345.5233 P

**FIRST AMENDMENT TO LEASE**

**THIS FIRST AMENDMENT TO LEASE** (this "First Amendment") is made and entered into effective as of November \_\_, 2020, by and between **C&S REALTY, LLC**, a Massachusetts limited liability company with an address of c/o Alan F. Kaplan, 101 Grove Street, Chestnut Hill, Massachusetts 02467 ("Landlord"), and **DC ASSOCIATES, LLC**, a Massachusetts limited liability company with an address of 400 Highland Avenue, Somerville, Massachusetts 02144 ("Tenant").

RECITALS:

A. Landlord and Tenant entered into that certain Lease dated March \_\_, 2020 (the "Lease"), for certain premises located within that certain building known as 6 Harvard Square, Brookline, Massachusetts, as more particularly described in the Lease (the "Demised Premises").

B. Landlord and Tenant desire to amend the Lease in accordance with the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the rents, covenants, and conditions set forth herein and in the Lease, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, promise and agree that the Lease is amended as follows:

1. **Term.** Section 2 of the Lease is hereby amended and restated as follows:

2. **TERM**

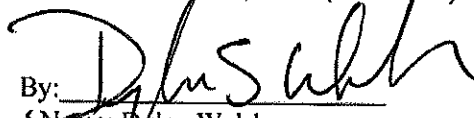
The "Initial Term" of this Lease shall commence on November 1, 2020 (the "Commencement Date"), and shall terminate on October 31, 2021 (the "Termination Date"). Additionally, if the Term is extended pursuant to Section 3 of this Agreement, then the new Termination Date shall be sixty (60) months from the original Termination Date for the First Extension Term, sixty (60) months from the First Extension Term Termination Date for the Second Extension Term, and sixty (60) months from the Second Extension Term Termination Date for the Third Extension Term, unless sooner terminated prior to the Termination Date as herein provided. (The "Initial Term", together with any Extension Term(s), the "Lease Term.")

2. **Defined Terms.** Capitalized terms used but not defined herein have the same meaning ascribed to such terms in the Lease.


3. **Miscellaneous.** Except as expressly amended by this First Amendment, the Lease is hereby ratified and confirmed and shall remain in full force and effect in all other respects. In the event of any conflict between the provisions of this First Amendment and the terms of the Lease, the provisions of this First Amendment shall control. This First Amendment may be executed in multiple counterparts (including by facsimile or electronically), each of which shall be deemed an original and all of which, together, shall constitute one fully executed agreement.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this First Amendment as of the day and year first above written.

**DC ASSOCIATES, LLC (TENANT)**

By:   
Name: Dylan Welsh  
Title: Manager

**C & S REALTY, LLC (LANDLORD)**

By:   
Name: Alan Kaplan  
Title: Manager

**LEASE**

**THIS LEASE** made as of the \_\_\_\_ day of March, 2020, between **C&S REALTY, LLC**, a Massachusetts Limited Liability Company, with an address of **c/o Alan F. Kaplan**, 101 Grove Street, Chestnut Hill, Massachusetts 02447 (hereinafter called the "**Landlord**"), and **DC ASSOCIATES, LLC**, a Massachusetts limited liability company, with an address of 400 Highland Avenue, Somerville, Massachusetts 02144 (hereinafter called the "**Tenant**").

**THIS LEASE** is made upon the following terms and conditions, which the Landlord and Tenant covenant and agree to keep and perform.

**WITNESSETH:**

The Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the Landlord the following described premises: 3968 square feet (more or less) of rental space on the first floor and basement, being more particularly shown on the plan attached hereto as Attachment 1 (the "demised premises") and made a part hereof, located at 6 Harvard Square, Brookline, Massachusetts (the "Building").

The demised premises are leased together with the appurtenances, including the right to use in common with other public entrances and public portions of the Building

**1. USE; PERMITS**

The demised premises are to be used and occupied by the Tenant for the purposes of operating a restaurant and ancillary use which shall include having live music at the restaurant, and for no other purposes.

Tenant shall comply with all applicable laws and be responsible for obtaining the proper permits or authorizations to conduct its business. Additionally, Tenant shall obtain Landlord's written permission prior to installing any additional machinery or equipment in the demised premises, such permission not to be unreasonably withheld, conditioned or delayed.

**2. TERM**

The "Initial Term" of this Lease shall commence on the Commencement Date, as hereinafter defined, and shall terminate twelve (12) months thereafter (the "Termination Date"). The Commencement Date is defined as the later of (i) the date that the Alcoholic Beverages Control

Commission approves the issuance of the all-alcoholic beverage license (the "License") to the Tenant, or (ii) the actual date of the License transfer to the Tenant from Coolock Village, Inc., DBA Magnolia Smokehouse, the current tenant of the Premises, but in no event later than September 1, 2020. If the License is not transferred to Tenant by September 1, 2020 this Lease shall terminate with no further obligations between the Tenant and Landlord and guarantors, and all deposits made by Tenant shall be returned. Additionally, if the Term is extended pursuant to Section 3 of this Agreement, then the new Termination Date shall be sixty (60) months from the original Termination Date for the First Extension Term, sixty (60) months from the First Extension Term Termination Date for the Second Extension Term, and sixty (60) months from the Second Extension Term Termination Date for the Third Extension Term, unless sooner terminated prior to the Termination Date as herein provided. (The "Initial Term", together with any Extension Term(s), the "Lease Term.")

### 3. RENEWAL OPTION

The Tenant shall have the option to extend the Lease Term of the Lease for three (3) additional periods, the first for four (4) years, and the second and third each for five (5) years (each an "Extension Term"), provided that:

(a) Tenant must exercise such right of extension for each Extension Term in writing to Landlord no later than six (6) months prior to the initial Termination Date, time being deemed of the essence (the "Extension Termination Date");

(b) During the Initial Terms or any Extension Term, Tenant shall not be in default nor shall an event has occurred, which with notice of the passage of time, or both, would constitute a default under this Lease;

(c) Each Extension Term shall commence on the day following the then Termination Date of each term; the Termination Date shall be extended for a period of four (4) years for the First Extension Term and five (5) years for the Second and Third Extension Term; and

(d) If Tenant elects to extend the Lease Term, all the provisions of the Lease shall be applicable during the each Extension Term, except that no further right to extend shall be deemed to be included beyond the Third Extension Term, and except for the Fixed Rent, which shall be adjusted in accordance with the terms hereof.

### 4. FIXED RENT

# 3.M.

The Tenant shall pay fixed rent (the "Fixed Rent") as follows:

Period	Annual Rent	Monthly Rent
Commencement Date –	\$102,000.00	\$8,500.00
Termination Date		

## EXTENSION TERM(S)

(I) First Extension Term Commencement Date (2021) – First Extension Term Termination Date (2025)	\$108,444.00	\$9,037.00
(II) Second Extension Term Commencement Date (2025) - Second Extension Term Termination Date (2031)	\$112,200.00	\$9,350.00
(III) Third Extension Term Commencement Date (2031) – Third Extension Term Termination Date (2035)	\$123,420.00	\$10,285.00

Monthly Payments equal to the amount set forth above under the heading "Monthly Rent" shall be paid, in advance, due on the first day of each calendar month without, setoff, notice or demand. Tenant's covenant to pay Rent is independent of any other covenant, provision, or agreement herein contained. The Tenant will pay the Fixed Rent and all other sums due hereunder to C&S Realty, LLC, in care of Alan Kaplan, at 101 Grove Street, Chestnut Hill, MA 02467, or to such other person or at such other place as the Landlord may designate in writing.

### 5. GUARANTY

By signing below, Martin Murphy and Dylan Welsh guarantee the obligations of the Tenant under this Lease for a period of five years from the Commencement Date. So long



as the Tenant is not in default of its obligations under this Lease, the guaranties of Martin Murphy and Dylan Welsh shall expire five-years from the Commencement Date.

**6. LANDLORD'S TITLE AND AUTHORITY USE**

The Landlord represents and covenants that it has good and marketable title to the demised premises, subject to encumbrances and other matters of record, and the right to make this Lease for the term aforesaid; that it will deliver possession of the premises to the Tenant.

**7. BUILDING AND UTILITIES**

The Landlord agrees to keep in good order, condition, and repair the roof, foundations and structural portions of the demised premises (except glass and glass windows and doors and the so-called storefront, irrespective of which party installed the same), except for any damage thereto caused by any act or negligence of the Tenant, its employees, agents, licensees, or contractors. Landlord shall not be responsible to make any other improvements or repairs of any kind upon the demised premises.

Tenant agrees that from and after the date that possession of the demised premises is delivered to the Tenant, and continuously thereafter until the end of the Expiration Date as may be extended, it will keep neat and clean and maintain in good order, condition and repair, the demised premises and every party thereof, including, without limitation, the store front and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the demised premises, all plumbing, sewage, and exhaust facilities within and exclusively servicing the demised premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, electrical systems, interior building appliances, HVAC systems and equipment, and similar equipment. The Tenant shall maintain the HVAC system at its own expense. The Tenant shall pay for heating, air conditioning and all utilities, including but not limited to gas, water, sewer and electricity used in the demised premises during the term of this Lease so long as separately metered.

The Tenant shall be responsible for fifty percent (50%) of the snow removal expense as additional rent in connection with snow removal related to the Premises and the building.

The Tenant must further comply with, and conform to, the Rules and Regulations currently in effect, which are set forth on Attachment 2 attached hereto made a part hereof by this reference.

**8. REMOVAL OF GOODS AND TENANT'S REPAIRS**

At the expiration of the term, the Tenant will remove its goods and effects (except as elsewhere provided herein) and will peaceably yield up to the Landlord the demised premises in as good order and condition as when delivered to it, excepting ordinary wear and tear.

The Tenant will repair all damage or injury to the demised premises, fixtures, appurtenances, and equipment, or to the Building caused by the Tenant's installation or removal of furniture or other personal property, or resulting from the negligence or tortious conduct of Tenant, its servants, employees, agents, or visitors. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

**9. IMPROVEMENTS AND ALTERATIONS**

The Tenant may place partitions, fixtures (including lighting fixtures), personal property, equipment, and the like, in the demised premises and may make such improvements and alterations in the interior thereof as it may desire at its own expense. Provided, however, that the Tenant must obtain the Landlord's written approval for all structural alterations and all improvements or alterations in excess of twenty thousand (\$20,000) dollars such approval not to be unreasonably withheld, conditioned or delayed. All such fixtures and leasehold improvements hereafter made or installed by Tenant shall become the property of the Landlord upon termination of the Lease. All equipment in the demised premises belonging to the Tenant shall belong to the Tenant upon termination of the Lease.

**10. INSPECTION**

The Landlord shall have the right at all reasonable times to enter the demised premises to inspect the same and to make repairs or replacements therein as required by this Lease or as may be necessary. In the event of emergency, Landlord shall have the right to enter immediately.

Landlord may enter the demised premises to show to prospective purchasers, lessees, mortgagees or assignees of the Building.

**11. CASUALTY AND INSURANCE**

In the event that the premises or the Building are destroyed or damaged by fire, earthquake, explosion, flood, wind storm, casualty, or other cause to such degree that, for more than thirty (30) days, the Tenant is unable to continue its normal business therein, or if in Landlord's commercially

reasonable opinion the demised premises or Building are rendered untenable or unfit for occupancy within a period of thirty (30) days thereafter, the Landlord shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving written notice to such effect to the Tenant, and the rent shall be apportioned as of such date and all prepaid rent shall forthwith be repaid. In the event Landlord does not exercise this option, the Landlord shall, at its own expense, as speedily as circumstances permit, perform such rebuilding and repairs as may be necessary to restore the demised premises and Building to their former condition. There shall be an equitable pro rata abatement of rent from the date of such damage until such restoration is completed, to the extent that and for the period that the demised premises are untenable.

The Landlord shall maintain insurance covering the Building and demised premises against loss or damage by fire, and the perils specified in the standard extended coverage endorsement.

Tenant, at Tenant's own cost and expense, shall maintain insurance protecting and indemnifying Landlord, and Tenant against any and all claims for injury or damage to persons or property or for the loss of life or of property occurring upon, in, or about the demised premises, the public portions of the Building used by Tenant, its employees, agents, contractors, customers, and invitees such insurance to afford minimum protection during the term of this Lease of not less than one million (\$1,000,000) dollars in respect of any one occurrence and not less than two million (\$2,000,000) dollars in the aggregate. Tenant also agrees that it shall continuously keep its fixtures, equipment and other personal property, from time to time, located in, on, or about the demised premises and all leasehold improvements to the demised premises constructed or installed by the Tenant insured under a policy or policies naming the Landlord (and such other persons as are in privity of estate with the Landlord as may be set out in notice from time to time) as an additional insured on a primary basis and the Tenant as primary insured, written by reputable and financially sound, duly licensed insurance companies against loss or damage by fire with the usual all risk of physical loss endorsement (or the then successor equivalent) in amounts equal to the full replacement cost thereof. Prior to the Commencement Date and at any other time upon the request of the Landlord, the Tenant shall furnish to the Landlord evidence of such continuous insurance coverage reasonably satisfactory to the Landlord. It is understood and agreed that the Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise. For such period of time as Tenant shall serve liquor or other alcoholic

beverages, Tenant agrees to maintain with a responsible and qualified insurance company approval to do business in the Commonwealth of Massachusetts, insurance with combined minimum limits of at least Two Million (\$2,000,000) Dollars covering excess "liquor law" liability and the broadest so called liquor law liability insurance (sometimes also known as "Dram shop" insurance) policy or policies, which shall insure Tenant and Landlord and all those claiming by, through or under Landlord, adequately in Landlord's good faith and judgment against any and all claims, demands or actions for personal and bodily injury to, or death of one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like so that at all times the Landlord will be fully protected against all claims that may arise by reason of or in connection with the sale and dispensing of liquor and alcoholic beverages in and from the Premises, which policy shall name the Landlord as an additional insured. Tenant shall deliver a copy of the policies or certificates of all insurance to Landlord prior to the earlier of entry on the Land or the Commencement Date, and copies of the new policies or new certificates not later than 30 days prior to the expiration of each policy or as soon thereafter as they are available but no later than thirty (30) days after the expiration of each such policy. Tenant shall use its best efforts (and the certificate shall evidence) that it will not expire or be cancelled or modified to the detriment of Landlord without thirty (30) days prior written notice to Landlord and, if Landlord requests to Landlord's mortgagee(s). If Tenant fails to deliver a policy or certificate to Landlord as required or if any policy is cancelled or modified to the detriment of Landlord during the term without Landlord's consent, Landlord may obtain such insurance on behalf of Tenant in which case Tenant shall reimburse Landlord for the cost of such insurance plus interest at the rate of eighteen percent (18%) per annum, within fifteen (15) days after receipt of a statement indicating the cost of such insurance.

#### **12. NOTICE OF LEASE**

Landlord agrees to enter into a Notice of Lease for recording at Tenant's request and cost containing such information as in required by M.G.L. c. 183, § 4.

#### **13. NO LIABILITY ON LANDLORD'S PART**

Landlord and its agents shall not be liable for any damage to property of Tenant, or of others entrusted to employees of the Building, nor for the loss of or damage to any property of Tenant by theft or otherwise. Landlord and its agents shall not be liable for any injury or damage to persons or

property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature, unless caused by or due to the gross negligence of Landlord, its agents, servants, or employees; nor shall Landlord and its agents be liable for any such damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public or quasi-public work; nor shall Landlord be liable for damages for injury to the person or property of Tenant or others, except to the extent of its obligation, if any, for any latent defect in the demised premises or in the Building. Tenant shall give immediate notice to Landlord in case of accidents in the demised premises or in the Building or of defects therein or in any fixtures or equipment. Landlord shall give immediate notice to Tenant of its knowledge of accidents in the demised premises or accidents affecting services, access or other appurtenances to the demised premises, or (to the extent caused or claimed to arise from or be related to, Tenant's use or occupancy under this Lease) in the Building or of defects therein or in any fixtures or equipment.

#### 14. CONDEMNATION

In the event the whole of the demised premises is taken by condemnation or eminent domain or for any public or quasi-public use or purpose, this Lease shall terminate and expire on the date that possession is taken by the condemner, and the rent shall be apportioned to such date.

If a part only of the demised premises shall be so taken, and if at the Landlord's option to be exercised by written notice given to the Tenant not later than thirty (30) days before possession of such PMI is taken by the condemner, this Lease shall be terminated with an equitable adjustment of rent for the period between the taking and the effective date of termination provided, however, that if such option shall not be exercised, this Lease shall continue in full force and effect provided that Tenant can continue to operate its business, except that the rent herein reserved shall be diminished by an equitable amount based upon the relative portion of the floor area of the demised premises taken.

#### 15. TAXES

Landlord shall pay all real estate taxes, assessments, and other governmental charges which shall be levied or assessed or which become liens upon the land, or Building during the Term.

#### 16. SIGNS

The Tenant may not place any signs on the Building without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. The Tenant shall be responsible for supplying and installing all signage at its own cost and expense. Such sign shall conform to the rules and regulations of the Town of Brookline and any other applicable law, rule, ordinance or code as may be enacted and binding upon the Premises during the term of the Lease. Conditioned upon Landlord's approval of such signage and its location, Landlord will assist, at no cost or expense to Landlord, in any application process.

#### 17. DEFAULT

- (1) (a) If Tenant shall fail to make payment of any rent, or other charges required to be paid by Tenant under this Lease within ten (10) days after written notice that the same is due and payable under this Lease except that such written notice shall not be required more than once during any twelve (12) consecutive month period; or
- (b) If Tenant shall default in the performance of any of the other terms, covenants, or conditions of this Lease, and such default shall not have been remedied within thirty (30) days after written notice by Landlord to Tenant specifying such default and requiring it to be remedied; or
- (c) If the leased premises shall be abandoned by Tenant or shall become vacant for more than twenty (20) days during the term; or
- (d) If an execution or attachment shall be issued against Tenant and its property, and such execution or attachment shall not be vacated or removed by court order, bonding, or otherwise, within a period of thirty (30) days after the issuance thereof then Landlord, at its election, may terminate this lease upon five (5) days written notice to Tenant to such effect, and unless Tenant shall have cured the default complained of within said five-day period, this Lease shall be deemed terminated upon the expiration of said five-day period, and Tenant shall quit and surrender the leased premises on the date of such termination, but Tenant shall remain liable, as herein provided however, that there shall be no termination of this Lease under the provisions of

Subparagraphs (b) or (d) of this paragraph if Tenant is in good faith attempting to remedy the default complained of and in the exercise of due diligence by Tenant, such default cannot be remedied by Tenant within the period referred to in each such Subparagraph. In the event of the foregoing circumstances, the time within which Tenant may remedy the default complained of shall be extended for such period as may be reasonably necessary to do so.

(2) If this Lease shall be terminated, as provided in this paragraph, or if Tenant shall be in default in the payment of rent, or any other charges required to be paid by Tenant under this Lease for a period of ten (10) days after the same is due, in addition to any remedies which might be otherwise used for arrears of rent or other default:

- (a) Landlord may immediately, or at any time thereafter, reenter and resume possession of the demised premises and remove all persons and property therefrom either by summary dispossession proceedings or by a suitable action or proceeding at law or in equity. No re-entry by Landlord shall be deemed an acceptance of a surrender of this Lease.
- (b) Landlord may re-let the whole or any part of the demised premises for a period equal to or greater or less than the remainder of the then term of this Lease at such rental and upon such terms and concession as the Landlord shall deem reasonable to any tenant or tenants, which it may deem suitable and satisfactory and for any use and purpose which it may deem appropriate. In no event shall Landlord be liable in any respect for failure to re-let the demised premises, or in the event of such re-letting for failure to collect the rent thereunder. Any sums received by Landlord on a re-letting in excess of the rent reserved in this Lease shall belong to Landlord.

(3) If this Lease shall be terminated as provided in this paragraph or by summary proceedings or otherwise, Landlord, in addition to any other right under this paragraph, shall be entitled to recover attorney's fees and the cost of placing the leased premises in the same condition as that in which Tenant is required to surrender them to Landlord under this Lease.

(4) In the event this Lease is terminated by Landlord pursuant to any of the terms of this paragraph, it shall be entitled to retain and set off against its damages any moneys being held as deposits hereunder.

(5) The Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by the Landlord whether by summary proceedings, termination, or otherwise, 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 other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if the Landlord had not entered or re-entered, as aforesaid, and whether the demised premises be re-let 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 demised premises be re-let by the Landlord, the Tenant shall be entitled to a credit in the net amount of rent received by the Landlord in re-letting, after deduction of all expenses incurred in re-letting the demised premises (including, without limitation, remodeling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. It is specifically understood and agreed that the Landlord shall be entitled to take into account in connection with any re-letting of the demised premises all relevant factors which would be taken into account by a landlord in securing a replacement tenant for the demised premises, such as, but not limited to, the type of operation proposed to be conducted by any such replacement tenant, and the financial responsibility of any such replacement tenant. As an alternative, at the election of the Landlord, the Tenant will upon such termination pay to the Landlord as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of (A) the then value of the total rent and other benefits which would have accrued to the Landlord under this Lease for the remainder of the Lease term if the Lease terms had been fully complied with by the Tenant over and above (B) the then cash rental value in advance of the Demised Premises for the balance of the term with the differential discounted at the rate of four percent (4%) per annum.

#### **18. HOLDOVER**

If the Tenant remains in the demised premises beyond the expiration of this Lease, as it may have been extended or renewed, such holding over in itself shall not constitute a renewal or extension of this Lease, but in such event, a tenancy at sufferance shall arise at one and one-half the monthly rent then due.



**19. NOTICES**

Any notice or demand by Tenant to Landlord shall be served personally or by certified mail addressed to the Landlord at its address listed on page 1 hereof, until otherwise directed in writing by the Landlord, and any notice or demand by Landlord to Tenant shall be served personally or by certified mail addressed to the Tenant at the demised premises.

**20. ASSIGNMENT**

The Tenant may not assign this Lease nor sublet all or any part of the demised premises at any time covered hereby without the prior written consent of the Landlord with such consent not to be unreasonable withheld, conditioned or delayed. Landlord may, at its sole discretion, permit an assignment or subletting by Tenant. In any such event, the Tenant shall remain responsible for the faithful performance of all of the covenants, terms and conditions hereof on the Tenant's part to be performed.

**21. QUIET ENJOYMENT**

Tenant, on paying the rent and performing the covenants of this Lease on its part to be performed, may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid and any extension or renewal thereof without hindrance or ejection by Landlord.

**22. BROKERAGE**

The parties hereto agree that no broker brought about this Lease or was involved with the negotiation thereof. Tenant and Landlord shall hold harmless and indemnify the other from and against any and all cost, expense, or liability for any compensation, commission and charges claimed by any broker or agent with respect to this Lease.

**23. BINDING AGREEMENT**

This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. The Lease contains the entire agreement of the parties, may not be modified except by instrument in writing, and shall be governed by the laws of the Commonwealth of Massachusetts.

**24. WAIVER OF JURY TRIAL**

TENANT HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE DEMISED PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT. TENANT ACKNOWLEDGES THAT IT HAS CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. TENANT HEREBY AGREES THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF TENANT WITH RESPECT TO THE DEMISED PREMISES.

**25. SECURITY INTEREST**

Tenant hereby grants Landlord a continuing security interest in all existing and hereafter acquired fixtures, furniture and equipment of Tenant in the demised premises to secure the performance of all Tenant's obligations under this Lease or any subsequent lease between the parties. This provision shall survive expiration or earlier termination of this Lease and shall continue under any subsequent lease between the parties. Default in the payment or performance of any of Tenant's obligations under this Lease or any subsequent lease shall be a default under this security agreement, and shall entitle Landlord to immediately exercise all of the rights and remedies of secured parties under the Uniform Commercial Code. In the event of default, Tenant agrees to assist and facilitate Landlord's exercise of its right under the Uniform Commercial Code. Tenant agrees that Landlord may file with the appropriate governmental authority any financing agreement or statement in connection with this security interest.

**26. SECURITY DEPOSIT**

Tenant has deposited with Landlord the sum of \$8,500.00 (the "Security") as security for the faithful performance and observance by Tenant of the terms, provisions, and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions, and conditions

of this Lease, including, but not limited to, the payment of Fixed Rent and any additional rent, Landlord may use, apply or retain the whole or any part of the Security so deposited to the extent required for the payment of any Fixed Rent and any additional rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants, and conditions of this Lease or the Rules and Regulations, including but not limited to any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Landlord.

Tenant acknowledges that Landlord may commingle the Security with Landlord's funds and that no accounting for the Security shall be made until the Lease is terminated and possession of the demised premises returns to Landlord. Any interest accrued on the Security shall be for the account of Landlord, Tenant expressly waiving any right thereto.

In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this Lease, the Security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Landlord.

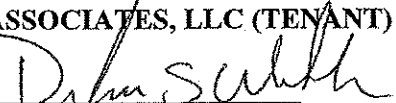
In the event of a sale of the building of which the demised premises are a part, Landlord shall have the right to transfer the Security to the transferee and Landlord shall thereupon be released by Tenant from all liability for the return of the Security; and Tenant agrees to look to the new landlord solely for the return of the Security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security to a new landlord.

Tenant further covenants that it will not assign or encumber nor attempt to assign or encumber the moneys deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

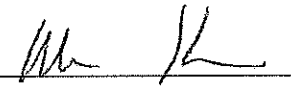
*[SIGNATURE PAGE ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, this instrument has been duly executed by the parties hereto as of the day and years first above written.

**DC ASSOCIATES, LLC (TENANT)**

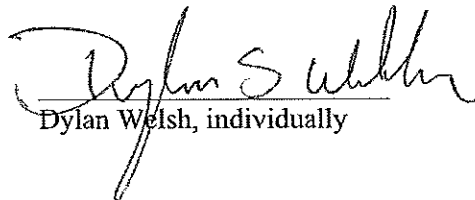
By:   
Name: Dylan Welsh  
Title: Manager

**C & S REALTY, LLC (LANDLORD)**

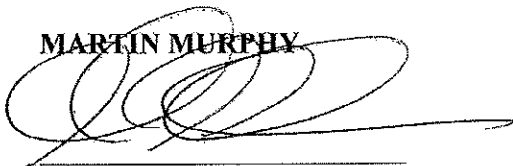
By:   
Name: Alan Kaplan  
Title: Manager

By signing below, Martin Murphy and Dylan Welsh guarantee the obligations of the Tenant under this Lease pursuant to Section 5 of this Lease.

**DYLAN WELSH**

  
Dylan Welsh, individually

**MARTIN MURPHY**

  
Martin Murphy, individually

3.M.

ATTACHMENT 1  
SITE PLAN

{K0828411.5}

ATTACHMENT 2  
RULES AND REGULATIONS

1. No material, equipment, or other personal property shall be left or stored outside of the Premises (including in the common areas). Landlord shall have the right to discard or store at Tenant's sole cost and expense, any material, equipment, or other personal property left or stored outside of the Premises.
2. Tenant shall be allowed to store one dumpster and one storage container for grease, one storage container for recycling and one storage container for dirty linens at the rear of the building. Residential tenants in the building are permitted to use the dumpster at the rear of the building at no additional charge so long as they follow the rules and regulations set forth in the agreement between Tenant and the refuse company. Such rules and regulations will be provided to Landlord to distribute to residential tenants.
3. In the event Landlord in its sole discretion determines that the passageway in the rear of the building or any other areas adjacent to the Premises or building require cleaning or removal of Tenant's personal property, Landlord may clean such areas and dispose of any materials at Tenant's sole cost and expense.
4. Live music performances are allowed on the street level of the Premises only on Saturdays and Sundays from 12:00 pm (noon) to 4:00 pm.
5. Live music performances on the basement level of the Premises must be held at the rear of the building, not on the Harvard Street side of the building and are permitted during the normal operations of the Tenant as indicated on its license to operate.
6. No additional locks shall be placed upon any doors of the Premises without the consent of Landlord. Upon termination of the Lease, Tenant shall surrender all keys to Landlord.
7. Tenant shall not drive nails or screws into the woodwork or walls, or in any way deface any part of the building or the Premises, other than in compliance with the Improvements and Alterations section of the Lease. Any breakage, damage or stoppage resulting from a violation of this rule shall be corrected at the expense of the Tenant.
8. Landlord reserves the right to exclude or expel from the Premises or building any person who, in the judgment of Landlord, is under the influence of alcohol or drugs, or is creating a disturbance in any way, or is violating any of these Rules and Regulations.
9. Tenant shall comply with all zoning regulations and any other laws affecting the use of the Premises.
10. Tenant shall not make any use of the Premises which may be dangerous to person or building or which shall increase the cost of insurance or require additional insurance coverage.

### 3.M.

11. Tenant shall not cover, or in any way tamper with smoke detectors, carbon monoxide detectors, pull stations, horn/strobe devices, sprinkler heads or pipes, or fire extinguishers. Tenant shall comply with all safety, fire protection and evacuation procedures and Fire/Life Safety regulations established by Landlord or any governmental agency.
12. Tenant shall cause all of Tenant's agents, contractors, and guests to comply with these Rules and Regulations.
13. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease.

**SECURITY AGREEMENT -ALL PERSONAL PROPERTY ASSETS PLEDGE  
AND SECURITY AGREEMENT**

**PLEDGE AND SECURITY AGREEMENT**, dated as of March \_\_\_\_, 2020, between DC Associates, LLC, a Massachusetts limited liability company (the "Company"), and C & S Realty, LLC, a Massachusetts limited liability company (hereinafter, the "Landlord").

**WHEREAS**, the Company has entered into a Lease dated as of March \_\_\_\_, 2020 (as amended and in effect from time to time, the "Lease"), with the Landlord, pursuant to which the Landlord, subject to the terms and conditions contained therein, is to rent space at 6 Harvard Square, Brookline, MA to the Company; and

**WHEREAS**, it is a condition precedent to the Landlord's making the Lease with the Company under the Lease that the Company execute and deliver to the Landlord a Security Agreement in substantially the form hereof; and

**WHEREAS**, the Company wishes to grant a security interest in favor of the Landlord as herein provided.

**NOW, THEREFORE**, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Lease. The term "State", as used herein, means the Commonwealth of Massachusetts.
2. **Grant of Security Interest.** The Company hereby grants to the Landlord, to secure the payment and performance in full of all of the Obligations, a security interest in and pledges and assigns to the Landlord the following properties, assets and rights of the Company, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of- credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles). The Landlord acknowledges that the attachment of its security interest in any commercial tort claim as original collateral is subject to the Company's compliance with §4.7.
3. **Authorization to File Financing Statements.** The Company hereby irrevocably authorizes the



Landlord at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets, including any Liquor License of the Company or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State or such other jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Company is an organization, the type of organization and any organization identification number issued to the Company and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Company agrees to furnish any such information to the Landlord promptly upon the Landlord's request. The Company also ratifies its authorization for the Landlord to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4. **Other Actions.** Further to insure the attachment, perfection and first priority of, and the ability of the Landlord to enforce, the Landlord's security interest in the Collateral, the Company agrees, in each case at the Company's expense, and if in default of the Lease, to take the following actions with respect to the following Collateral and without limitation on the Company's other obligations contained in this Agreement:

4.1 **Promissory Notes and Tangible Chattel Paper.** If the Company shall now or at any time hereafter hold or acquire any promissory notes or tangible chattel paper, the Company shall forthwith endorse, assign and deliver the same to the Landlord accompanied by such instruments of transfer or assignment duly executed in blank as the Landlord may from time to time specify.

4.2 **Deposit Accounts.** For each deposit account that the Company now or at any time hereafter opens or maintains, the Company shall, at the Landlord's request and option, pursuant to an agreement in form and substance satisfactory to the Landlord either (a) cause the depository bank to agree to comply, without further consent of the Company, at any time with instructions from the Landlord to such depository bank directing the disposition of funds from time to time credited to such deposit account, or (b) arrange for the Landlord to become the customer of the depository bank with respect to the deposit account, with the Company being permitted, only with the consent of the Landlord, to exercise rights to withdraw funds from such deposit account. The Landlord agrees with the Company that the Landlord shall not give any such instructions or withhold any withdrawal rights from the Company, unless an Event of Default has occurred and is continuing. The provisions of this paragraph shall not apply to (i) any deposit account for which the Company, the depository bank and the Landlord have entered into a cash collateral agreement specially negotiated among the Company, the depository bank and the Landlord for the specific purpose set forth therein, (ii) a deposit account for which the Landlord is the depository bank and is in automatic control, and (iii) any deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Company's salaried employees.

4.3 **Investment Property.** If the Company shall now or at any time hereafter hold or acquire

any certified securities, the Company shall forthwith endorse, assign and deliver the same to the Landlord, accompanied by such instruments of transfer or assignment duly executed in blank as the Landlord may from time to time specify. If any securities now or hereafter acquired by the Company are uncertificated and are issued to the Company or its nominee directly by the issuer thereof, the Company shall immediately notify the Landlord thereof and, at the Landlord's request and option, pursuant to an agreement in form and substance satisfactory to the Landlord, either (a) cause the issuer to agree to comply, without further consent of the Company or such nominee, at any time with instructions from the Landlord as to such securities, or (b) arrange for the Landlord to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Company are held by the Company or its nominee through a securities intermediary or commodity intermediary, the Company shall immediately notify the Landlord thereof and, at the Landlord's request and option, pursuant to an agreement in form and substance satisfactory to the Landlord, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply, in each case without further consent of the Company or such nominee, at any time with entitlement orders or other instructions from the Landlord to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Landlord to such commodity intermediary, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Landlord to become the entitlement holder with respect to such investment property, with the Company being permitted, only with the consent of the Landlord, to exercise rights to withdraw or otherwise deal with such investment property. The Landlord agrees with the Company that the Landlord shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Company, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Landlord is the securities intermediary.

- 4.4 **Collateral in the Possession of a Bailee.** If any Collateral is now or at any time hereafter in the possession of a bailee, the Company shall promptly notify the Landlord thereof and, at the Landlord's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Landlord, that the bailee holds such Collateral for the benefit of the Landlord and such bailee's agreement to comply, without further consent of the Company, at any time with instructions of the Landlord as to such Collateral. The Landlord agrees with the Company that the Landlord shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any act on by the Company with respect to the bailee.
- 4.5 **Electronic Chattel Paper and Transferable Records.** If the Company now or at any time hereafter holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in §16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Company shall promptly notify the Landlord thereof and, at the request and option of the Landlord, shall take such

action as the Landlord may reasonably request to vest in the Landlord control, under §9105 of the Uniform Commercial Code, of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, §16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record.

**4.6 Letter-of-Credit Rights.** If the Company is now or at any time hereafter a beneficiary under a letter of credit now or at any time hereafter, the Company shall promptly notify the Landlord thereof and, at the request and option of the Landlord, the Company shall, pursuant to an agreement in form and substance satisfactory to the Landlord, either (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Landlord of the proceeds of the letter of credit or (ii) arrange for the Landlord to become the transferee beneficiary of the letter of credit, with the Landlord agreeing, in each case, that the proceeds of the letter to credit are to be applied to any Obligations of the Company to the Landlord.

**4.7 Commercial Tort Claims.** If the Company shall now or at any time hereafter hold or acquire a commercial tort claim, the Company shall immediately notify the Landlord in a writing signed by the Company of the particulars thereof and grant to the Landlord in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Landlord.

**4.8 Other Actions As To Any And All Collateral.** The Company further agrees, upon request of the Landlord and at the Landlord's option, to take any and all other actions as the Landlord may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of the Landlord to enforce, the Landlord's security interest in any and all of the Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that the Company's signature thereon is required therefor, (b) causing the Landlord's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Landlord to enforce, the Landlord's security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Landlord to enforce, the Landlord's security interest in such Collateral, (d) obtaining governmental and other third party waivers, consents and approvals in form and substance satisfactory to the Landlord, including, without limitation, any consent of any licensor, lessor or other person obligated on Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Landlord and (f) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law, as reasonably determined by the Landlord to be applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.

**5. Relation to Other Security Documents.** The provisions of this Agreement supplement the provisions of any other security interest granted by the Company to the Landlord and which secures the payment or performance of any of the Obligations. Nothing contained in any such Security Agreement derogate from any of the rights or remedies of the Landlord hereunder. In

addition to the provisions of this Agreement being so read and construed with any such mortgage or deed of trust, the provisions of this Agreement shall be read and construed with the other Security Documents referred to below in the manner so indicated.

- 5.1 **Patent and Trademark Assignments.** Concurrently herewith, the Company is executing and delivering to the Landlord the Patent Assignment and the Trademark Assignment pursuant to which the Company is assigning to the Landlord certain Collateral consisting of patents and patent rights and trademarks, service marks and trademark and service mark rights, together with the goodwill appurtenant thereto. The provisions of the Patent Assignment and the Trademark Assignment are supplemental to the provisions of this Agreement, and nothing contained in the Patent Assignment or the Trademark Assignment shall derogate from any of the rights or remedies of the Landlord hereunder. Neither the delivery of, nor anything contained in, the Patent Assignment or the Trademark Assignment shall be deemed to prevent or postpone the time of attachment or perfection of any security interest in such Collateral created hereby.
- 5.2 **Copyright Memorandum.** Concurrently herewith, the Company is executing and delivering to the Landlord for recording in the United States Copyright Office (the "Copyright Office") a Memorandum of Grant of Security Interest in Copyrights. The Company represents and warrants to the Landlord that such Memorandum identifies all now existing material copyrights and other rights in and to all material copyrightable works of the Company, identified, where applicable, by title, author and/or Copyright Office registration number and date.

The Company represents and warrants to the Landlord that it has registered all material copyrights with the Copyright Office, as identified in such Memorandum. The Company covenants, promptly following the Company's acquisition thereof, to provide to the Landlord like identifications of all material copyrights and other rights in and to all material copyrightable works hereafter acquired by the Company, to register such copyrights with Copyright Office and to execute and deliver to the Landlord a supplemental Memorandum of Grant of Security Interest in Copyrights, in form and substance satisfactory to the Landlord, modified to reflect such subsequent acquisitions and registrations.

6. [Intentionally Deleted.]

7. **Covenants Concerning Company's Legal Status.** The Company covenants with the Landlord as follows: (a) without providing at least thirty (30) days prior written notice to the Landlord, the Company will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Company does not have an organizational identification number and later obtains one, the Company will forthwith notify the Landlord of such organizational identification number, and (c) the Company will not change its type of organization, jurisdiction of organization or other legal structure.

8. **Representations and Warranties Concerning Collateral, Etc.** The Company further represents and warrants to the Landlord as follows: (a) the Company is the owner of the Collateral, free from any right or claim of any person or any adverse lien, security interest or other encumbrance,

except for the security interest created by this Agreement, (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in §9 102(a)(34) of the Uniform Commercial Code of the State, (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral, (d) the Company holds no commercial tort claim except as indicated on the Perfection Certificate, and (e) the Company has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances, (f) all other information set forth on the Perfection Certificate pertaining to the Collateral is accurate and complete, and (g) there has been no change in any of such information since the date on which the Perfection Certificate was signed by the Company.

9. **Covenants Concerning Collateral Etc.** The Company further covenants with the Landlord as follows: (a) the Collateral, to the extent not delivered to the Landlord pursuant to §4, will be kept at 6 Harvard Square, Brookline, Massachusetts 02445 and the Company will not remove the Collateral from such locations except in the ordinary course of business, without providing at least thirty (30) days prior written notice to the Landlord, (b) except for the security interest herein granted, the Company shall be the owner of the Collateral free from any right or claim of any other person or any lien, security interest or other encumbrance, and the Company shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Landlord, (c) the Company shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or other encumbrance in the Collateral in favor of any person, other than the Landlord, or for a purchase money security interest (d) the Company will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon, (e) the Company will permit the Landlord, or its designee, to inspect the Collateral at any reasonable time, wherever located, (f) the Company will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, (g) the Company will continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances, and (h) the Company will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for sales of inventory in the ordinary course of business.

10. **Insurance.**

- 10.1 **Maintenance of Insurance.** The Company will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that the Company will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to the Landlord. In addition, all such insurance shall be payable to the Landlord as loss payee. Without limiting the foregoing, the Company will (i) keep all of its physical property insured with casualty or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverages and electronic data

processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount equal to 100% of the full replacement cost of such property, (ii) maintain all such workers' compensation or similar insurance as may be required by law and (iii) maintain, in amounts equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims of bodily injury, death or property damage occurring, on, in or about the properties of the Company; business interruption insurance; and product liability insurance.

**10.2 Insurance Proceeds.** The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with an interest having priority in the property covered thereby, (i) so long as no Default or Event of Default has occurred and is continuing and to the extent that the amount of such proceeds is less than Twenty-Five Thousand (\$25,000.00) Dollars, be disbursed to the Company for direct application by the Company solely to the repair or replacement of the Company's property so damaged or destroyed and (ii) in all other circumstances, be held by the Landlord as cash collateral for the Obligations. The Landlord may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Landlord may reasonably prescribe, for direct application by the Company solely to the repair or replacement of the Company's property so damaged or destroyed, or the Landlord may apply all or any part of such proceeds to the Obligations.

**10.3 Continuation of Insurance.** All policies of insurance shall provide for at least thirty (30) days prior written cancellation notice to the Landlord. In the event of failure by the Company to provide and maintain insurance as herein provided, the Landlord may, at its option, provide such insurance and charge the amount thereof to the Company. The Company shall furnish the Landlord with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

## **11. Collateral Protection Expenses: Preservation of Collateral**

**11.1 Expenses Incurred by Landlord.** In the Landlord's discretion, if the Company fails to do so, the Landlord may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, make repairs thereto and pay any necessary filing fees or insurance premiums. The Company agrees to reimburse the Landlord on demand for all expenditures so made. The Landlord shall have no obligation to the Company to make any such expenditures, nor shall the making thereof be construed as a waiver or cure of any Default or Event of Default.

**11.2 Landlord's Obligations and Duties.** Anything herein to the contrary notwithstanding, the Company shall remain obligated and liable under each contract or agreement comprised in the Collateral to be observed or performed by the Company thereunder. The Landlord shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Landlord of any payment relating to any of the Collateral, nor shall the Landlord be obligated in any manner to perform any of the obligations of the Company under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Landlord in respect of the Collateral or as to the sufficiency of any

performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Landlord or to which the Landlord may be entitled at any time or times. The Landlord's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under §9207 of the Uniform Commercial Code of the State or otherwise, shall be to deal with such Collateral in the same manner as the Landlord deals with similar property for its own account.

12. **Securities and Deposits.** The Landlord may at any time, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Whether or not any Obligations are due, the Landlord may demand, sue for, collect, or make any settlement or compromise, which it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from the Landlord to the Company may at any time be applied to or set off against any of the Obligations then due and owing.
13. **Notification to Account Debtors and Other Persons Obligated on Collateral.** If a Default or an Event of Default shall have occurred and be continuing, the Company shall, at the request and option of the Landlord, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Landlord in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Landlord or to any financial institution designated by the Landlord as the Landlord's agent therefor, and the Landlord may itself, if a Default or an Event of Default shall have occurred and be continuing, without notice to or demand upon the Company, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Company shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Company as trustee for the Landlord without commingling the same with other funds of the Company and shall turn the same over to the Landlord in the identical form received, together with any necessary endorsements or assignments. The Landlord shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Landlord to the Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.
14. **Power of Attorney**
- 14.1 **Appointment and Powers of Landlord.** The Company hereby irrevocably constitutes and appoints the Landlord and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Company or in the Landlord's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Company, without notice to or assent by the Company, to do the following:
- (a) upon the occurrence and during the continuance of a Default or an Event of

Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Landlord were the absolute owner thereof for all purposes, and to do, at the Company's expense, at any time, or from time to time, all acts and things which the Landlord deems necessary or useful to protect, preserve or realize upon the Collateral and the Landlord's security interest therein, in order to effect the intent of this Agreement, all no less fully and effectively as the Company might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal, state or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) upon written notice to the Company, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Landlord so elects, with a view to causing the liquidation of assets of the issuer of any such securities and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(b) to the extent that the Company's authorization given in §3 is not sufficient to file such financing statements with respect hereto, with or without the Company's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Landlord may deem appropriate and to execute in the Company's name such financing statements and amendments thereto and continuation statements which may require the Company's signature.

14.2 **Ratification by Company.** To the extent permitted by law, the Company hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

14.3 **No Duty on Landlord.** The powers conferred on the Landlord hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Landlord shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Company for any act or failure to act, except for the Landlord's own gross negligence or willful misconduct.

15. **Rights and Remedies.** If an Event of Default shall have occurred and be continuing, the Landlord, without any other notice to or demand upon the Company, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Landlord may, so far as the Company can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Landlord may in its discretion require the Company to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Company's principal office(s) or at such other locations as the Landlord may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Landlord shall give to the Company at least five Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any



private sale or any other intended disposition is to be made. The Company hereby acknowledges that five Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, the Company waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Landlord's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

- 16. Standards for Exercising Rights and Remedies.** To the extent that applicable law imposes duties on the Landlord to exercise remedies in a commercially reasonable manner, the Company acknowledges and agrees that it is not commercially unreasonable for the Landlord (a) to fail to incur expenses reasonably deemed significant by the Landlord to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Company, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Landlord against risks of loss, collection or disposition of Collateral or to provide to the Landlord a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Landlord, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Landlord in the collection or disposition of any of the Collateral. The Company acknowledges that the purpose of this §16 is to provide non-exhaustive indications of what actions or omissions by the Landlord would fulfill the Landlord's duties under the Uniform Commercial Code of the State or any other relevant jurisdiction in the Landlord's exercise of remedies against the Collateral and that other actions or omissions by the Landlord shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this §16. Without limitation upon the foregoing, nothing contained in this §16 shall be construed to grant any rights to the Company or to impose any duties on the Landlord that would not have been granted or imposed by this Agreement or by applicable law in the absence of this §16.
- 17. No Waiver by Landlord. Etc.** The Landlord shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Landlord. No delay or omission on the part of the Landlord in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on anyone occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Landlord with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at

such times as the Landlord deems expedient.

18. **Suretyship Waivers by Company.** The Company waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Company assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Landlord may deem advisable. The Landlord shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in §11.2. The Company further waives any and all other suretyship defenses.
19. **Marshalling.** The Landlord shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, the Company hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Landlord's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Company hereby irrevocably waives the benefits of all such laws.
20. **Proceeds of Dispositions: Expenses.** The Company shall pay to the Landlord on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Landlord in protecting, preserving or enforcing the Landlord's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Landlord may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Company. In the absence of final payment and satisfaction in full of all of the Obligations, the Company shall remain liable for any deficiency.
21. **Overdue Amounts.** Until paid, all amounts due and payable by the Company hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of eighteen percent (18%) interest for overdue rent set forth in the Lease.
22. **Governing Law; Consent to Jurisdiction.** THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND

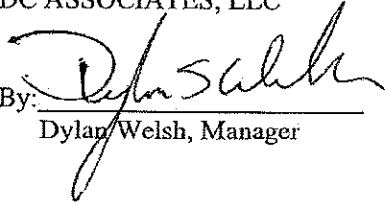
CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE. The Company agrees that any action or claim arising out of any dispute in connection with this Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the state or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Company by mail at the address [specified in §\* of the Lease]. The Company hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

23. **Waiver of Jury Trial.** THE COMPANY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Company waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Company (i) certifies that neither the Landlord nor any representative, agent or attorney of the Landlord has represented, expressly or otherwise, that the Landlord would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement and (ii) acknowledges that, in entering into the Lease, the Landlord is relying upon, among other things, the waivers and certifications contained in this §23.

24. **Miscellaneous.** The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of the Landlord and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Company acknowledges receipt of a copy of this Agreement.

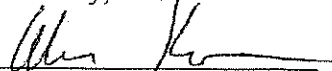
IN WITNESS WHEREOF, intending to be legally bound, the Company has caused this Agreement to be duly executed as of the date first above written.

DC ASSOCIATES, LLC

By:   
Dylan Welsh, Manager

Accepted:

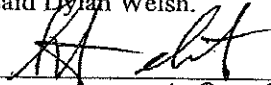
C & S Realty, LLC

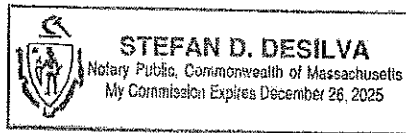
By:   
Alan Kaplan, Manager

Middlesex, ss

COMMONWEALTH OF MASSACHUSETTS

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_ day of March, 2020, personally appeared Dylan Welsh to me known personally, and who, being by me duly sworn, deposes and says that he is the Manager of DC Associates, LLC and that said instrument was signed and sealed on behalf of said DC Associates, LLC by authority of its Manager and said Dylan Welsh acknowledged said instrument to be the free act and deed of said Dylan Welsh.

  
Notary Public: Stefan D. Desilva  
My Commission Expires: 12/25/2025



## **Alteration of Premises / Change of Hours**

Applicant: Four S Enterprise, Inc.  
DBA: BAB  
Location: 1374 Beacon Street

### **Application Details:**

Question of approving the application for an alteration of licensed premises for an All Alcohol License for Four S Entertainment, Inc d/b/a BAB at 1374 Beacon Street. Expanding its alcohol license to include outdoor dining.

Question of approving the application for a change of hours for Four S Entertainment, Inc d/b/a BAB at 1374 Beacon Street Current Operating Hours Monday – Thursday 11:30AM – 10:00PM, Friday – Saturday 11:30AM – 10:30PM, Sunday 11:00AM – 9:00PM  
Proposed Operating Hours Monday – Sunday 11:00AM - 2:00AM.

### **Reports (Attached):**

Police Department (Approved)

MEMORANDUM

TO: Jennifer Paster, Chief of Police  
FROM: Charles Carey, Town Administrator  
RE: Alteration of Premises  
DATE: March 15, 2024

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May we please have reports on the attached application:

Applicant: Four S Enterprise, Inc.  
DBA: BAB  
License Type: All Alcohol  
Location: 1374 Beacon Street

**Application Details:**

Question of approving the application for an alteration of licensed premises for an All Alcohol License for Four S Enterprise, Inc d/b/a BAB at 1374 Beacon Street. Expanding its alcohol license to include outdoor dining.

Question of approving the application for a change of hours for Four S Enterprise, Inc d/b/a BAB at 1374 Beacon Street.

Current Operating Hours: Monday - Thursday: 11:30AM – 10:00PM  
Friday – Saturday: 11:30AM – 10:30PM  
Sunday: 11:00AM – 9:00PM

Proposed Operating Hours: Monday – Sunday: 11:00AM - 2:00AM

This application is scheduled to go before the Board on **April 17, 2024**. May we please have the reports no later than **April 5, 2024**.

Thank you.

## Checklist for Alteration of Premises



- Filing Fee** receipt paid to the Alcoholic Beverages Control Commission
- Monetary Transmittal Form**
- Alteration of Premises/Change of Location Application**
- Vote of Corporate Board**
- Supporting Financial Records**
- Legal Right to Occupy, a lease or deed**
- Floor Plans** (*Plans must be stamped by an architect*)

- 
- Report from Brookline Police
  - Report from Building
  - Report from Fire
  - Report from Health



**BROOKLINE POLICE DEPARTMENT**

*Brookline, Massachusetts*

**JENNIFER PASTER  
CHIEF OF POLICE**

To: Chief Jennifer Paster

From: Lieutenant Derek Hayes

Re: Four S Enterprise, Inc., d/b/a BAB – Alteration of Licensed Promises and Change in Hours.

Date: March 26, 2024

---

Chief,

Four S Enterprise, Inc., d/b/a BAB is located at 1374 Beacon Street and has an all kinds of alcohol license. They have applied for an alteration of their licensed premises which would allow for outdoor dining.

They are also looking for the Board to approve a change in their operating hours. Their proposed hours of operation is Monday – Sunday 11am-2am.

A CAD search revealed no negative information. This business is in good standing with this office.

I find no reason to deny their request.

Respectfully submitted,

Lieutenant Derek Hayes







www.swiftlawgroup.com  
(Mail) PO Box 86, Randolph, MA 02368  
(Office) 500 Commercial St, 4fl, Boston, MA 02109  
(Office) 1 Cabot Pl, Suite 7, Stoughton, MA 02072  
(Email) daze@swiftlawgroup.com

**Daze S. Lee**  
Attorney  
Boston T. 617.523.4552  
Stoughton T. 617.546.5321  
F. 617.977.0948

**March 14, 2024**

**Via email at [tsouza@brooklinema.gov](mailto:tsouza@brooklinema.gov)**

**Attn: Tiffany Souza**

Select Board's Office  
Town of Brookline  
333 Washington Street, 6th Floor  
Brookline, MA 02445-6853

Re: Application for Change in Hours and Alteration of Premises (for outdoors)  
Four S Enterprise, Inc.  
1374 Beacon St  
Brookline, MA 02446

Dear Ms. Souza:

This is to apply for change in hours and alteration of premises to add the outdoor dining to the Liquor License, as the law, which has allowed alcohol use for outdoor dining is slated to end in April 2024. Enclosed please find the above referenced applications as follows:

1. Filing Fee \$200 Receipt
2. ABCC Application for multiple Amendments to include Alteration of Premises.
3. Floor plan- attachment to ABCC application;
4. Last three (3) month bank statements
5. Application for Change in Hours for Alcoholic Beverages Service.
6. Corporate vote (ABCC)
7. License Fee, \$4,850: to be handed in.

Thank you for your attention to this matter.

Very truly yours,  
Swift Law Group, P.C.

A handwritten signature in black ink, appearing to read "Daze S. Lee", is written over a horizontal line.

By: Daze S. Lee

Enclosures  
cc: Four S Enterprise, Inc.

### 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 #: e1b2e1a8-35d4-4499-b434-0c1551456c5e**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	FOUR S ENTERPRISE INC	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 3/8/2024 8:48:23 AM EDT

Total Amount Paid: \$204.70

**Payment On Behalf Of**  
**License Number or Business Name:**  
 FOUR S ENTERPRISE, INC  
  
**Fee Type:**  
 FILING FEES-RETAIL

**Billing Information**  
**First Name:**  
 Sangwan  
  
**Last Name:**  
 Lee  
  
**Address:**  
 1374 BEACON ST  
  
**City:**  
 BROOKLINE  
  
**State:**  
 MA  
  
**Zip Code:**  
 02446  
  
**Email Address:**  
 daze@swiftlawgroupcc.com



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

**APPLICATION FOR MULTIPLE AMENDMENTS**

Please select all of the amendments you are applying for(continued):

**CHANGE OF LOCATION**

\$200 fee via [ABCC website](#) and Payment Receipt  
 Monetary Transmittal Form  
 Alteration of Premises/Change of Location Application  
 Vote of the Entity Board  
 Supporting financial records  
 Legal Right to Occupy  
 Floor Plan  
 Abutter's Notification\*  
 Advertisement\*

**ALTERATION OF PREMISES**

\$200 fee via [ABCC website](#) and Payment Receipt  
 Monetary Transmittal Form  
 Alteration of Premises/Change of Location Application  
 Vote of the Entity Board  
 Supporting financial records  
 Legal Right to Occupy  
 Floor Plan  
 Abutter's Notification\*  
 Advertisement\*

**MANAGEMENT AGREEMENT**

\$200 fee via [ABCC website](#) and Payment Receipt  
 Monetary Transmittal Form  
 Management Agreement Application  
 Management Agreement  
 Vote of the Entity Board  
 CORI Forms for all listed in Section 8A and attachments

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*



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 MULTIPLE AMENDMENTS

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)

05380-RS-0148

ENTITY/ LICENSEE NAME

FOUR S ENTERPRISE, INC

ADDRESS

1374 BEACON ST

CITY/TOWN

BROOKLINE

STATE

MA

ZIP CODE

02446

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input checked="" type="checkbox"/> Alteration of Licensed Premises                               | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input checked="" type="checkbox"/> Change of Hours                   |
|  | <input type="checkbox"/> Other  | <input type="checkbox"/> Change of DBA                                    |   |

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

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 MULTIPLE AMENDMENTS

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
FOUR S ENTERPRISE, INC	BROOKLINE	05380-RS-0148

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

It is solely for extension of hours.

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Daze Lee	Counsel	daze@swiftlawgroupcc.com	508-250-6954

**2. AMENDMENT-Change of License Classification**

<input type="checkbox"/> <b>Change of License Category</b> All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category	
	Requested New License Category	
<input type="checkbox"/> <b>Change of License Class</b> Seasonal or Annual	Last-Approved License Class	
	Requested New License Class	
<input type="checkbox"/> <b>Change of License Type*</b> i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Last-Approved License Type	
	Requested New License Type	

**3. AMENDMENT-Change of Business Entity Information**

<input type="checkbox"/> <b>Change of Corporate Name</b>	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
<input type="checkbox"/> <b>Change of DBA</b>	Last-Approved DBA:	
	Requested New DBA:	
<input type="checkbox"/> <b>Change of Corporate Structure</b> LLC, Corporation, Sole Proprietor, etc	Last-Approved Corporate Structure	
	Requested New Corporate Structure	

**4. AMENDMENT-Pledge Information**

<input type="checkbox"/> <b>Pledge of License</b>	To whom is the pledge being made:	
<input type="checkbox"/> <b>Pledge of Inventory</b>		
<input type="checkbox"/> <b>Pledge of Stock</b>		

**5. AMENDMENT-Change of Manager**

**Change of License Manager**

**A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name  Date of Birth  SSN

Residential Address

Email  Phone

Please indicate how many hours per week you intend to be on the licensed premises  Last-Approved License Manager

**B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?\*  Yes  No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name

**D. PRIOR DISCIPLINARY ACTION**

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  Yes  No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature  Date

**6. AMENDMENT-Change of Officers, Stock or Ownership Interest**

- Change of Officers/Directors**     **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)**     **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

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 the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

**MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

Yes  No

**6. AMENDMENT-Change of Officers, Stock or Ownership Interest**

**6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 6, 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? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



**7. AMENDMENT-Change of Premises Information**

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

**7A. ALTERATION OF PREMISES**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

It is to continue to use side walk and parking area for the outdoor dining area with barricades during the COVID period. It is not to disturb walking area and public work. Further, a wheel chair ramp and good size table for handicapped customers will be equipped.

**PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The entrance is made at the center of premises and the exit is secured on the right side thereof. Please see the enclosed floor plan.

Total Sq. Footage	<input type="text" value="518"/>	Seating Capacity	<input type="text" value="26"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="1"/>	Number of Floors	<input type="text" value="1"/>

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

**7B. CHANGE OF LOCATION**

Last-Approved Street Address

Proposed Street Address

**DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage	<input type="text" value="2"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

**OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

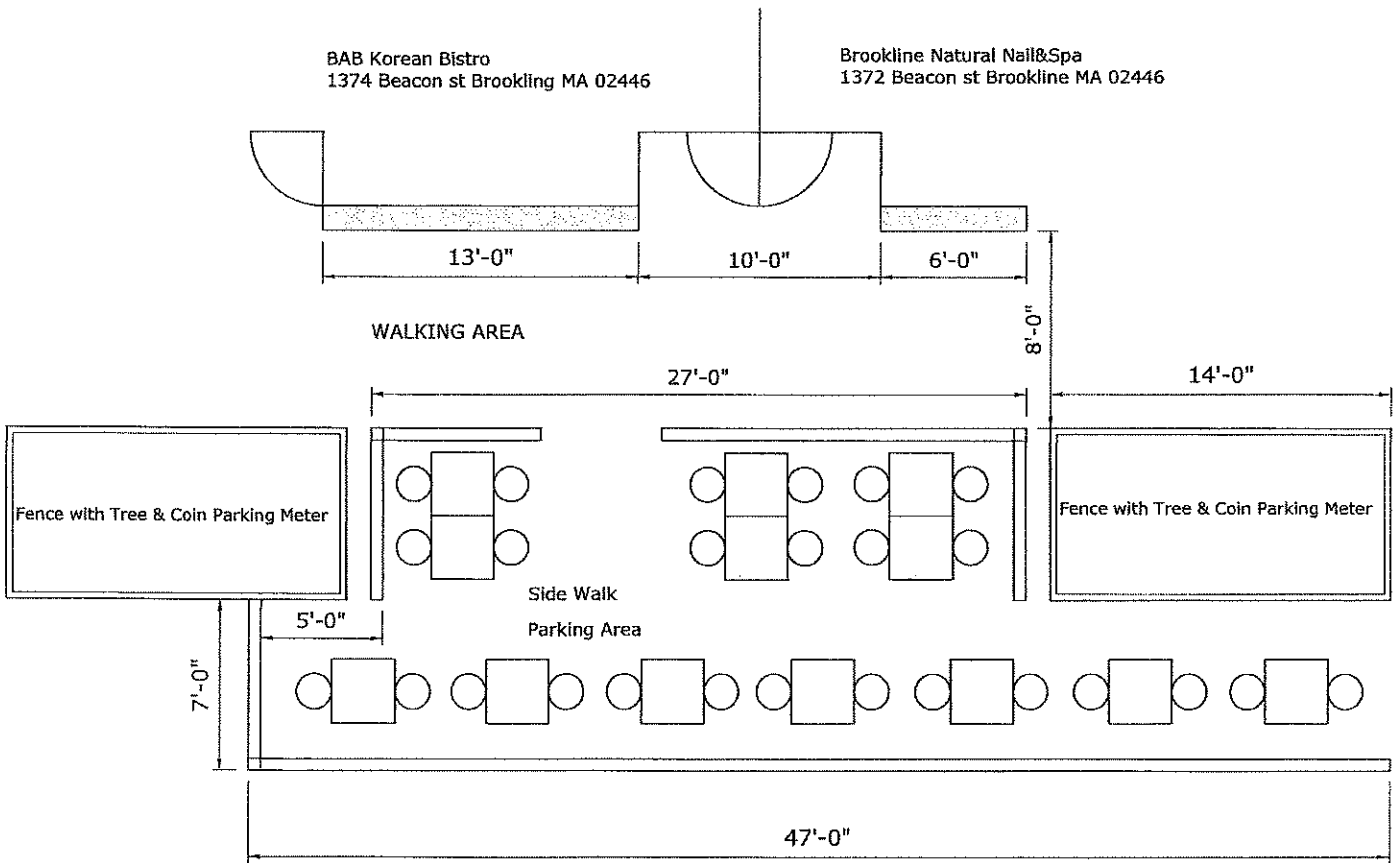
Rent per Month

Lease Ending Date

Rent per Year

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

Yes  No



**8. AMENDMENT-Management Agreement**

**Management Agreement:** (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?  
If yes, please fill out section 8.

Yes  No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

**8A. MANAGEMENT ENTITY**

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

Entity Name	Address	Phone		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

**8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 8A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**8. AMENDMENT-Management Agreement**

**8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 8A, 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?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 8A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

**8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 8B, 8C or 8D ever been suspended, revoked or cancelled?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**8F. TERMS OF AGREEMENT**

- a. Does the agreement provide for termination by the licensee? Yes  No
- b. Will the licensee retain control of the business finances? Yes  No
- c. Does the management entity handle the payroll for the business? Yes  No

d. Management Term Begin Date  e. Management Term End 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)

**ABCC Licensee Officer/LLC Manager**

Signature:

Title:

Date:

**Management Agreement Entity Officer/LLC Manager**

Signature:

Title:

Date:

**9. FINANCIAL DISCLOSURE**

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

N/A
-----

**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
n/a	
Total:	

**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.
n/a			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

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

This is no fund required for this alteration of premises, as this application is to continue to use the outdoor dining premises which was allowed during the COVID period. Notwithstanding this, attached are the 3 month bank statements.

**APPLICANT'S STATEMENT**

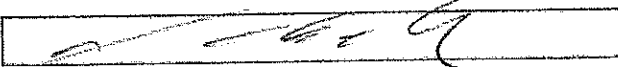
I, Sangwan Lee the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
 Authorized Signatory  
 of Four S Enterprise, Inc  
 Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises 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: 03/07/2024

Title:

President

3.N.

**ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

A large, empty rectangular box with a thin black border, occupying most of the page below the instructions. It is intended for the user to provide additional information or clarify answers.

**ENTITY VOTE**

The Board of Directors or LLC Managers of

Four S Enterprise, Inc

Entity Name

duly voted to apply to the Licensing Authority of

Brookline

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

2/20/2024

Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- 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/  
Directors/LLC Managers
- Change of Ownership Interest  
(LLC Members/LLP Partners,  
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

"VOTED: To authorize

Sangwan Lee

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Jiho Ru

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

Jiho Ru

(Print Name)

For Corporations ONLY

A true copy attest,

Corporate Clerk's Signature

Sangwan Lee

(Print Name)



**ADDENDUM A**

**6. Change of Officers, Stock or Ownership Interest (Continued...)**

List all proposed 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)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

**BANK OF AMERICA** 

P.O. Box 15284  
Wilmington, DE 19850

FOUR S ENTERPRISE, INC  
1374 BEACON ST  
BROOKLINE, MA 02446-2807

BANK OF AMERICA

**Preferred Rewards**  
For Business

**Customer service information**


☎ 1.888.BUSINESS (1.888.287.4637)

🌐 bankofamerica.com

✉ Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Business Advantage Fundamentals™ Banking Preferred Rewards for Bus Platinum

for December 1, 2023 to December 31, 2023

Account number: 

FOUR S ENTERPRISE, INC

### Account summary

Beginning balance on December 1, 2023	\$57,865.04
Deposits and other credits	115,422.35
Withdrawals and other debits	-95,447.90
Checks	-3,794.21
Service fees	-5.00
<b>Ending balance on December 31, 2023</b>	<b>\$74,040.28</b>

# of deposits/credits: 53

# of withdrawals/debits: 34

# of items-previous cycle<sup>1</sup>: 10

# of days in cycle: 31

Average ledger balance: \$65,675.26

<sup>1</sup>Includes checks paid, deposited items and other debits

BUSINESS ADVANTAGE

View your key business metrics all in one place.

Track the trends that matter most to your business, from cash flow and expense management to accounting and payroll data, all within Business Advantage 360.<sup>1</sup>

To learn more, visit [bankofamerica.com/ConnectedApps](https://bankofamerica.com/ConnectedApps) or just scan this code.



When you use the QRC feature, certain information is collected from your mobile device for business purposes.

<sup>1</sup>You must be enrolled in Business Advantage 360, our small business online banking, or Mobile Banking to use Cash Flow Monitor and Connected Apps, and have an eligible Bank of America® small business deposit account. Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

SSM-08-22-0198.B | 4878896

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2023 Bank of America Corporation

Bank of America, N.A. Member FDIC and  Equal Housing Lender

Your checking account



Deposits and other credits

Date	Description	Amount
12/01/23	[REDACTED]	1,955.78
12/01/23	[REDACTED]	732.45
12/01/23	[REDACTED]	582.56
12/01/23	[REDACTED]	130.20
12/04/23	[REDACTED]	7,354.96
12/04/23	[REDACTED]	3,241.55
12/04/23	[REDACTED]	2,458.46
12/05/23	[REDACTED]	5,080.31
12/05/23	[REDACTED]	779.01
12/05/23	[REDACTED]	534.24
12/06/23	[REDACTED]	1,664.95
12/07/23	[REDACTED]	1,049.74
12/08/23	[REDACTED]	2,358.19
12/08/23	[REDACTED]	1,181.82
12/08/23	[REDACTED]	644.37

continued on the next page

BANK OF AMERICA BUSINESS ADVANTAGE

Fraud prevention:  
**We're here to help**

- **Update your contact information** so we can reach you if we suspect fraud.
  - **Set up alerts<sup>1</sup>** in our Mobile Banking app<sup>2</sup> so we can reach you quickly if we see anything suspicious.
  - **Report suspicious activity** right away.
- Learn more about fraud and scam prevention in our Business Security Center at [bankofamerica.com/securitybusiness](https://bankofamerica.com/securitybusiness).

<sup>1</sup>You may elect to receive alerts via text or email. Bank of America does not charge for this service but your mobile carrier's message and data rates may apply. Delivery of alerts may be affected or delayed by your mobile carrier's coverage. <sup>2</sup>Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

SSM-01-23-2598B | 5422985

## Deposits and other credits - continued

Date	Description	Amount
12/08/23		583.20
12/08/23		374.66
12/08/23		203.28
12/11/23		7,288.71
12/11/23		4,662.46
12/11/23		838.50
12/12/23		4,423.34
12/12/23		966.43
12/12/23		86.48
12/14/23		1,846.51
12/15/23		3,038.91
12/15/23		2,289.96
12/15/23		1,629.63
12/15/23		1,464.56
12/15/23		111.72
12/18/23		7,339.34
12/18/23		3,964.61
12/18/23		2,556.54
12/19/23		3,195.39
12/19/23		138.92
12/20/23		1,560.73
12/21/23		2,864.06
12/22/23		3,260.29

continued on the next page

Your checking account

**BANK OF AMERICA** 



**Deposits and other credits - continued**

Date	Description	Amount
12/22/23	[REDACTED]	2,198.54
12/22/23	[REDACTED]	1,811.91
12/22/23	[REDACTED]	1,611.07
12/22/23	[REDACTED]	196.56
12/26/23	[REDACTED]	5,733.56
12/26/23	[REDACTED]	4,057.62
12/26/23	[REDACTED]	1,619.36
12/27/23	[REDACTED]	3,729.11
12/27/23	[REDACTED]	2,982.60
12/27/23	[REDACTED]	106.72
12/28/23	[REDACTED]	2,779.90
12/29/23	[REDACTED]	2,016.49
12/29/23	[REDACTED]	1,087.70
12/29/23	[REDACTED]	867.07
12/29/23	[REDACTED]	187.32
<b>Total deposits and other credits</b>		<b>\$115,422.35</b>

**Withdrawals and other debits**

Date	Description	Amount
12/01/23	[REDACTED]	-10,000.00
12/01/23	[REDACTED]	-1,044.60
12/01/23	[REDACTED]	-350.84
12/04/23	[REDACTED]	-6,993.84
12/04/23	[REDACTED]	-315.01

*continued on the next page*

## Withdrawals and other debits - continued

Date	Amount
12/04/23	-158.85
12/05/23	-1,060.00
12/05/23	-132.49
12/08/23	-10,000.00
12/11/23	-5,452.12
12/11/23	-265.80
12/15/23	-280.66
12/18/23	-10,000.00
12/18/23	-6,926.18
12/18/23	-2,437.17
12/18/23	-1,565.81
12/18/23	-25.05
12/19/23	-1,708.63
12/20/23	-7,941.08
12/22/23	-9,000.00
12/22/23	-162.24
12/26/23	-3,773.63
12/26/23	-1,490.00
12/27/23	-12,268.96
12/29/23	-350.84
Card account	
12/11/23	-500.00
12/11/23	-500.00
12/11/23	-500.00
12/26/23	-244.10
<b>Subtotal for</b>	<b>-\$1,744.10</b>
<b>Total with</b>	<b>-\$95,447.90</b>

## Your checking account

BANK OF AMERICA 

## Checks

Date	Check #	Amount
12/01/23	29	-149.00
12/20/23	1735*	-1,721.02

Date	Check #	Amount
12/08/23	50210*	-879.80
12/08/23	50211	-1,044.39
<b>Total checks</b>		<b>-\$3,794.21</b>
<b>Total # of checks</b>		<b>4</b>

\* There is a gap in sequential check numbers

## Service fees

The Monthly Fee on your primary Business Advantage Fundamentals Banking account was waived for the statement period ending 11/30/23. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- \$250+ in new net purchases on a linked Business debit card has not been met
- \$5,000+ combined average monthly balance in linked business accounts has been met
- Become a member of Preferred Rewards for Business has been met

For information on how to open a new product, link an existing service to your account, or about Preferred Rewards for Business please call 1.888.BUSINESS or visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness).

Date	Transaction description	Amount
12/28/23	External transfer fee - Next Day - 12/27/2023	-5.00
<b>Total service fees</b>		<b>-\$5.00</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
12/01	49,721.59	12/12	67,693.95	12/21	67,089.23
12/04	55,308.86	12/14	69,540.46	12/22	67,005.36
12/05	60,509.93	12/15	77,794.58	12/26	72,908.17
12/06	62,174.88	12/18	70,700.86	12/27	67,457.64
12/07	63,224.62	12/19	72,326.54	12/28	70,232.54
12/08	56,645.95	12/20	64,225.17	12/29	74,040.28
12/11	62,217.70				





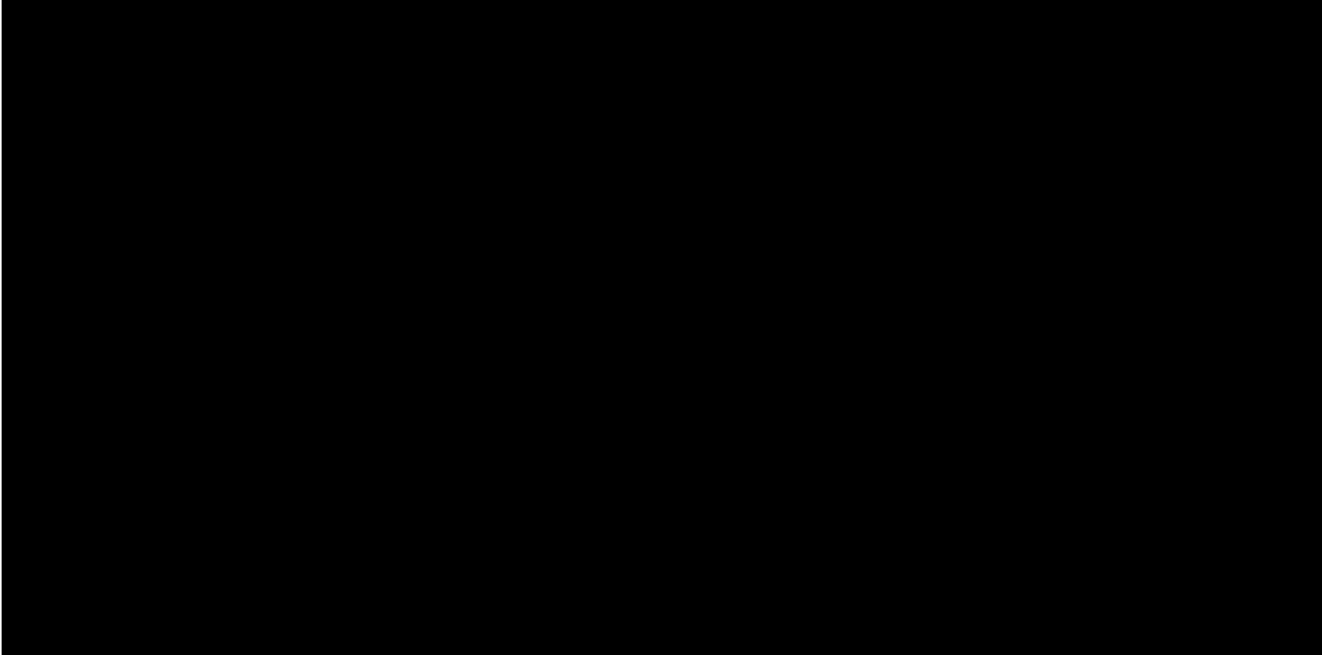
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Check images

Account number [REDACTED]  
Check number: 29 | Amount: \$149.00

Check number: 1735 | Amount: \$1,721.02





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P.O. Box 15284  
Wilmington, DE 19850

FOUR S ENTERPRISE, INC  
1374 BEACON ST  
BROOKLINE, MA 02446-2807

BANK OF AMERICA

Preferred Rewards  
For Business

Customer service information

📞 1.888.BUSINESS (1.888.287.4637)

🌐 bankofamerica.com

✉️ Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

## Your Business Advantage Fundamentals™ Banking Preferred Rewards for Bus Platinum

for January 1, 2024 to January 31, 2024

FOUR S ENTERPRISE, INC

Account number

### Account summary

Beginning balance on January 1, 2024	\$74,040.28
Deposits and other credits	136,427.57
Withdrawals and other debits	-99,955.09
Checks	-81,859.74
Service fees	-1.00
<b>Ending balance on January 31, 2024</b>	<b>\$28,652.02</b>

# of deposits/credits: 54

# of withdrawals/debits: 57

# of items-previous cycle<sup>1</sup>: 4

# of days in cycle: 31

Average ledger balance: \$44,866.37

<sup>1</sup>Includes checks paid, deposited items and other debits

You've got a banking partner ready to help.



As your dedicated Small Business Specialist, I'm here to help with all of your business's financial needs and priorities.

**Contact me today.**

Fredrick Ifebuzo  
617.405.3439  
fredrick.c.ifebuzo@bofa.com

SSM-09-23-0714B | 5972504

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**How to Contact Us** - You may call us at the telephone number listed on the front of this statement.

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- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Deposits and other credits

Date		Amount
01/02/24		6,026.60
01/02/24		2,712.66
01/02/24		1,751.41
01/03/24		2,799.46
01/03/24		2,287.82
01/03/24		351.94
01/04/24		1,421.14
01/05/24		2,809.60
01/05/24		1,363.82
01/05/24		1,239.39
01/05/24		998.73
01/05/24		424.60
01/05/24		178.11
01/05/24		120.96
01/08/24		3,199.78

continued on the next page



Important information about payment scams

We will never...


- call and ask you to send money using Zelle® to yourself or anyone else.
- contact you via phone or text to ask for a security code.
- reach out to you and ask you to send money or provide a code. If someone unfamiliar to you does this, it's likely a scam.

Treat Zelle® payments like cash – once you send money, you're unlikely to get it back.

Learn more about trending scams at [bofa.com/helpprotectyourself](https://bofa.com/helpprotectyourself)

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SSA-09-23-0692 A | 60391180


  
**Deposits and other credits - continued**

Date	Description	Amount
01/08/24		2,739.20
01/08/24		1,986.86
01/09/24		3,163.05
01/09/24		725.03
01/09/24		182.16
01/12/24		1,952.61
01/12/24		1,466.47
01/12/24		1,219.61
01/12/24		139.44
01/16/24		7,746.91
01/16/24		2,194.48
01/16/24		1,915.14
01/17/24		1,724.96
01/17/24		51.52
01/18/24		1,760.01
01/19/24		30,000.00
01/19/24		1,425.22
01/19/24		1,349.73
01/19/24		792.37
01/19/24		150.36
01/22/24		6,654.48
01/22/24		3,463.32
01/22/24		1,242.74

continued on the next page



Deposits and other credits - continued

Date	Description	Amount
01/23/24	[REDACTED]	5,075.93
01/23/24	[REDACTED]	47.84
01/24/24	[REDACTED]	1,089.68
01/25/24	[REDACTED]	1,338.82
01/25/24	[REDACTED]	22.75
01/26/24	[REDACTED]	2,072.53
01/26/24	[REDACTED]	2,057.59
01/26/24	[REDACTED]	1,718.30
01/26/24	[REDACTED]	1,446.82
01/26/24	[REDACTED]	144.00
01/29/24	[REDACTED]	7,543.63
01/29/24	[REDACTED]	3,738.30
01/29/24	[REDACTED]	2,305.00
01/30/24	[REDACTED]	4,430.79
01/30/24	[REDACTED]	1,231.50
01/30/24	[REDACTED]	432.40
<b>Total deposits</b>		<b>\$136,427.57</b>

Withdrawals

Date	Description	Amount
01/02/24	[REDACTED]	-9,000.00
01/02/24	[REDACTED]	-4,843.81
01/02/24	[REDACTED]	-158.85
01/03/24	[REDACTED]	-6,528.21

continued on the next page




  
 Withdrawals and other debits - continued

<u>Date</u>	<u>Amount</u>
01/03/24	-464.87
01/04/24	-1,211.36
01/04/24	-315.01
01/04/24	-173.12
01/05/24	-8,000.00
01/05/24	-5,060.00
01/05/24	-829.01
01/09/24	-4,019.05
01/12/24	-274.22
01/16/24	-6,000.00
01/16/24	-7,750.09
01/16/24	-3,105.90
01/16/24	-1,565.81
01/17/24	-25.05
01/22/24	-8,000.00
01/22/24	-7,801.02
01/23/24	-1,032.14
01/24/24	-162.24
01/25/24	-12,516.00
01/25/24	-398.00
01/25/24	-199.00
01/26/24	-3,794.97
01/26/24	-1,490.00
01/26/24	-436.57
01/26/24	-360.01
01/26/24	-47.40
01/29/24	-2,534.36
01/31/24	-114.90

continued on the next page

Your checking account



Withdrawals and other debits - continued

Date	Description	Amount
Card account # XXXX XXXX XXXX 6903		
01/25/24	[Redacted]	-244.12
01/29/24	[Redacted]	-500.00
01/29/24	[Redacted]	-500.00
01/29/24	[Redacted]	-500.00
<b>Subtotal for</b>		<b>-\$1,744.12</b>
<b>Total withdrawals and other debits</b>		<b>-\$99,955.09</b>

Checks

Date	Check #	Amount	Date	Check #	Amount
01/03/24	30	-149.00	01/29/24	1745	-2,436.90
01/04/24	1736*	-650.00	01/22/24	50202*	-6,072.60
01/08/24	1737	-5,000.00	01/22/24	50203	-4,547.10
01/08/24	1738	-1,000.00	01/17/24	50207*	-474.70
01/08/24	1739	-1,300.00	01/22/24	50208	-7,267.80
01/08/24	1740	-1,100.00	01/22/24	50209	-5,847.52
01/11/24	1741	-3,000.00	01/08/24	50212*	-2,443.63
01/12/24	1742	-9,000.00	01/22/24	50213	-6,113.08
01/17/24	1743	-18,776.35	01/22/24	50214	-4,265.04
01/29/24	1744	-1,286.00	01/08/24	50215	-1,130.02
<b>Total checks</b>				<b>-\$81,859.74</b>	
<b>Total # of checks</b>				<b>20</b>	

\* There is a gap in sequential check numbers

Service fees

The Monthly Fee on your primary Business Advantage Fundamentals Banking account was waived for the statement period ending 12/29/23. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- \$250+ in new net purchases on a linked Business debit card has not been met
- \$5,000+ combined average monthly balance in linked business accounts has been met
- Become a member of Preferred Rewards for Business has been met

For information on how to open a new product, link an existing service to your account, or about Preferred Rewards for Business please call 1.888.BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
01/26/24	External transfer fee - 3 Day - 01/25/2024	-1.00
<b>Total service fees</b>		<b>-\$1.00</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
01/01	74,040.28	01/11	54,146.66	01/23	26,601.38
01/02	70,528.29	01/12	49,650.57	01/24	27,528.82
01/03	68,825.43	01/16	43,085.30	01/25	15,533.27
01/04	67,897.08	01/17	25,585.68	01/26	16,842.56
01/05	61,143.28	01/18	27,345.69	01/29	22,672.23
01/08	57,095.47	01/19	61,063.37	01/30	28,766.92
01/09	57,146.66	01/22	22,509.75	01/31	28,652.02

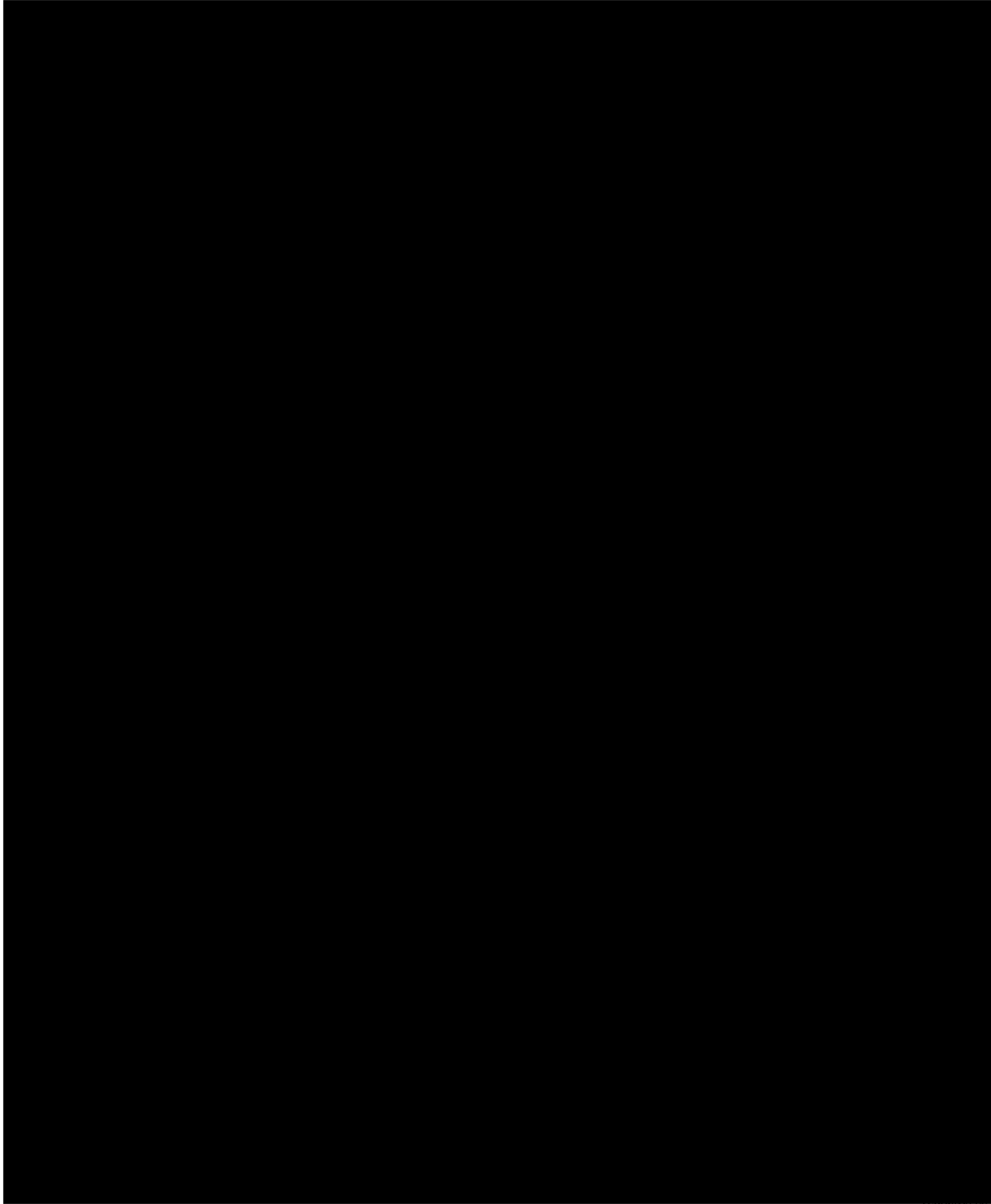
**BANK OF AMERICA** 



**Check images**

Account number:   
Check number: 30 

Check number: 1736 | Amount: \$650.00



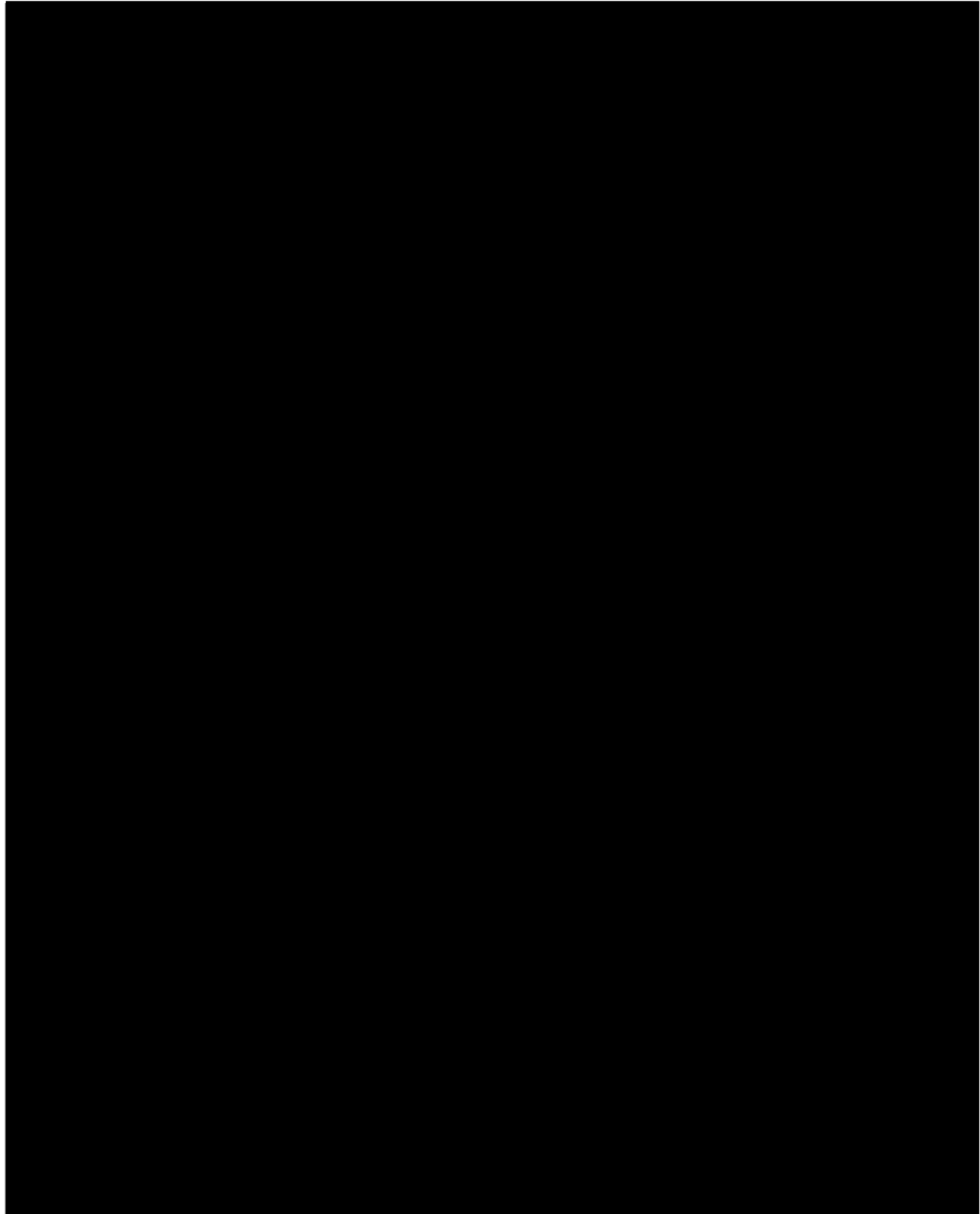
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**BANK OF AMERICA** 

**Check images - continued**

Account number [REDACTED]  
Check number: 1745 | Amount: \$2,436.90

Check number: 50202 | Amount: \$6,072.60



## Important Messages - Please Read

We want to make sure you stay up-to-date on changes, reminders, and other important details that could impact you.

Good news!

**We no longer charge these service fees — here are the details.**

- **Legal Order Process Fee**

On October 16, 2023, we stopped charging a fee for each legal order or process that directs us to freeze, attach or withhold funds or other property.

- **Check Image Service Fee**

On November 6, 2023, we stopped charging a fee for returning images of canceled checks with statements sent in the mail.

In addition, we stopped charging these service fees on December 11, 2023:

- **Check and Statement Copy Fees**

For ordering one or more copies of your checks or statements

- **Deposit Slips and other Credit Item Copies**

For ordering one or more copies of your deposit slips or credit items

- **ATM Balance Inquiry Fees**

For requesting an account balance at a non-Bank of America ATM in the U.S. or in a foreign country

- **NY Protest Fee**

For New York residents filing a certificate of protest when a payment instrument has not been honored

- **Bond Coupon Collection Fees**

For debt obligations with coupons that represent semiannual interest payments

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P.O. Box 15284  
Wilmington, DE 19850

FOUR S ENTERPRISE, INC  
1374 BEACON ST  
BROOKLINE, MA 02446-2807

BANK OF AMERICA

Preferred Rewards  
For Business

Customer service information

☎ 1.888.BUSINESS (1.888.287.4637)

🌐 bankofamerica.com

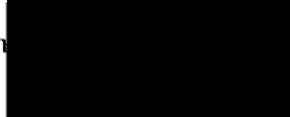
✉ Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Business Advantage Fundamentals™ Banking Preferred Rewards for Bus Platinum

for February 1, 2024 to February 29, 2024

FOUR S ENTERPRISE, INC

Account number



### Account summary

Beginning balance on February 1, 2024	\$28,652.02
Deposits and other credits	106,959.62
Withdrawals and other debits	-78,655.47
Checks	-7,987.10
Service fees	-5.00
<b>Ending balance on February 29, 2024</b>	<b>\$48,964.07</b>

# of deposits/credits: 50

# of withdrawals/debits: 51

# of items-previous cycle<sup>1</sup>: 20

# of days in cycle: 29

Average ledger balance: \$46,746.70

<sup>1</sup>Includes checks paid, deposited items and other debits

#### BUSINESS ADVANTAGE

### View your key business metrics all in one place.

Visually track your business's cash flow trends and data from popular business services, all within Business Advantage 360.<sup>1</sup>

To learn more, visit [bankofamerica.com/ConnectedApps](https://bankofamerica.com/ConnectedApps) or just scan this code.



When you use the QRC feature, certain information is collected from your mobile device for business purposes.

<sup>1</sup> You must be enrolled in Business Advantage 360, our small business online banking, or Mobile Banking to use Cash Flow Monitor and Connected Apps, and have an eligible Bank of America® small business deposit account. Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

SSM-11-23-0007.B | 6019109

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**How to Contact Us** - You may call us at the telephone number listed on the front of this statement.

**Updating your contact information** - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

**Electronic transfers:** In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting other problems** - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2024 Bank of America Corporation



Deposits and other credits

Date		Amount
02/01/24		3,299.42
02/02/24		3,021.97
02/02/24		2,220.84
02/02/24		1,568.64
02/02/24		240.69
02/02/24		230.18
02/02/24		110.24
02/05/24		7,371.47
02/05/24		3,098.66
02/05/24		1,319.17
02/06/24		4,593.26
02/06/24		276.00
02/07/24		926.83
02/08/24		2,684.73
02/09/24		2,968.74

continued on the next page



Important information about payment scams

We will never...

- call and ask you to send money using Zelle® to yourself or anyone else.
- contact you via phone or text to ask for a security code.
- reach out to you and ask you to send money or provide a code. If someone unfamiliar to you does this, it's likely a scam.

Treat Zelle® payments like cash – once you send money, you're unlikely to get it back.

Learn more about trending scams at [bofa.com/helpprotectyourself](https://bofa.com/helpprotectyourself)

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

SSM-09-23-0692 A | 6039180

Deposits and other credits - continued

Date	Description	Amount
02/09/24	[REDACTED]	1,416.75
02/09/24	[REDACTED]	1,259.60
02/09/24	[REDACTED]	794.93
02/09/24	[REDACTED]	66.88
02/12/24	[REDACTED]	2,492.70
02/12/24	[REDACTED]	2,293.18
02/13/24	[REDACTED]	4,406.24
02/13/24	[REDACTED]	3,002.94
02/13/24	[REDACTED]	238.28
02/15/24	[REDACTED]	649.65
02/16/24	[REDACTED]	3,529.91
02/16/24	[REDACTED]	2,597.66
02/16/24	[REDACTED]	1,672.24
02/16/24	[REDACTED]	1,185.86
02/16/24	[REDACTED]	90.24
02/20/24	[REDACTED]	8,479.29
02/20/24	[REDACTED]	2,660.73
02/20/24	[REDACTED]	1,613.00
02/20/24	[REDACTED]	1,515.91
02/20/24	[REDACTED]	11.00
02/21/24	[REDACTED]	4,855.81
02/21/24	[REDACTED]	451.94
02/22/24	[REDACTED]	3,143.43

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Your checking account

BANK OF AMERICA 



Deposits and other credits - continued

Date	Amount
02/23/24	2,946.25
02/23/24	1,428.58
02/23/24	963.61
02/23/24	33.44
02/26/24	7,441.63
02/26/24	2,969.05
02/26/24	1,538.77
02/27/24	4,433.43
02/27/24	738.23
02/27/24	442.17
02/28/24	283.85
02/29/24	1,381.60
<b>Total deposits</b>	<b>\$106,959.62</b>

Withdrawals

Date	Amount
02/01/24	-158.85
02/05/24	-7,000.00
02/05/24	-4,945.62
02/05/24	-3,080.47
02/05/24	-903.50
02/05/24	-318.17
02/06/24	-3,920.00
02/06/24	-38.00

continued on the next page

Withdrawals and other debits - continued

Date		Amount
02/12/24		-3,184.70
02/13/24		-172.90
02/16/24		-4,942.28
02/16/24		-1,565.81
02/16/24		-274.22
02/20/24		-6,536.45
02/20/24		-4,493.98
02/20/24		-25.05
02/22/24		-110.00
02/23/24		-654.12
02/26/24		-8,000.00
02/26/24		-3,914.22
02/26/24		-1,490.00
02/26/24		-162.24
02/27/24		-12,516.00
02/29/24		-1,004.77
Card account		
02/05/24		-500.00
02/05/24		-500.00
02/05/24		-500.00
02/12/24		-500.00
02/12/24		-500.00
02/12/24		-500.00
02/20/24		-500.00
02/20/24		-500.00
02/20/24		-500.00
02/20/24		-500.00
02/20/24		-500.00
02/20/24		-500.00
02/20/24		-500.00
02/26/24		-244.12
02/29/24		-500.00
02/29/24		-500.00
02/29/24		-500.00
02/29/24		-500.00

continued on the next page

Your checking account



Withdrawals and other debits - continued

Date	Description	Amount
02/29/24	[Redacted]	-500.00
02/29/24	[Redacted]	-500.00
<b>Subtotal for</b>	[Redacted]	<b>-\$9,244.12</b>
<b>Total withdrawals and other debits</b>		<b>-\$78,655.47</b>

Checks

Date	Check #	Amount	Date	Check #	Amount
02/02/24	31	-149.00	02/29/24	1750*	-915.80
02/06/24	1746*	-965.99	02/28/24	50216*	-2,443.63
02/07/24	1747	-1,200.00	02/07/24	50219*	-882.68
02/09/24	1748	-1,430.00			
<b>Total checks</b>					<b>-\$7,987.10</b>
<b>Total # of checks</b>					<b>7</b>

\* There is a gap in sequential check numbers

Service fees

The Monthly Fee on your primary Business Advantage Fundamentals Banking account was waived for the statement period ending 01/31/24. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- \$250+ in new net purchases on a linked Business debit card has not been met
- \$5,000+ combined average monthly balance in linked business accounts has been met
- Become a member of Preferred Rewards for Business has been met

For information on how to open a new product, link an existing service to your account, or about Preferred Rewards for Business please call 1.888.BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
02/28/24	External transfer fee - Next Day - 02/27/2024	-5.00
<b>Total service fees</b>		<b>-\$5.00</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
02/01	31,792.59	02/12	39,729.92	02/22	58,713.36
02/02	39,036.15	02/13	47,204.48	02/23	63,431.12
02/05	33,077.69	02/15	47,854.13	02/26	61,569.99
02/06	33,022.96	02/16	50,147.73	02/27	54,667.82
02/07	31,867.11	02/20	50,372.18	02/28	52,503.04
02/08	34,551.84	02/21	55,679.93	02/29	48,964.07
02/09	39,628.74				





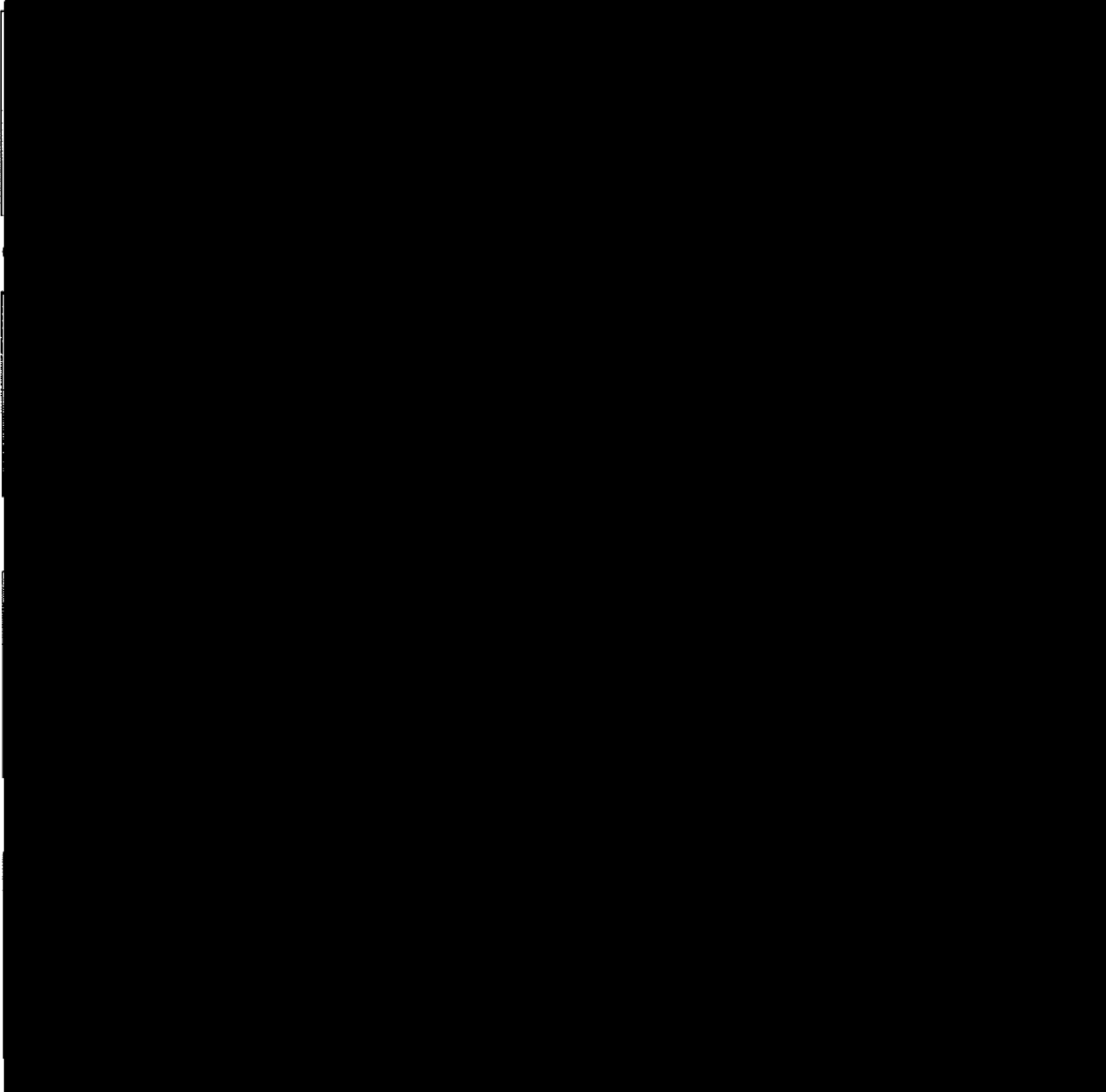
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**BANK OF AMERICA** 

**Check images**

Account number:   
Check number: 31 | Amount: \$145.00

Check number: 1746 | Amount: \$965.99





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Print Form

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

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

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

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

LICENSEE NAME:

ADDRESS:

CITY/TOWN:  STATE  ZIP CODE

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

- Change of Hours
- Change of DBA

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

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



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR  
CHANGE IN HOURS FOR  
ALCOHOLIC BEVERAGES SERVICE**

DATE: 2/20/2024

LOCATION: 1374 BEACON ST, BROOKLINE, MA 02446

APPLICANT: FOUR S ENTERPRISE, INC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: BAB

**TYPE OF LICENSE HELD :**

All Kinds

Common Victualler:  Innholder: \_\_\_\_\_ Club: \_\_\_\_\_

Wine and Malt

Common Victualler: \_\_\_\_\_ Innholder: \_\_\_\_\_ Club: \_\_\_\_\_

All Kinds

Package Store: \_\_\_\_\_

Wine/Malt

Package Store: \_\_\_\_\_

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

Sangwan Lee President [REDACTED]

NAME TITLE ADDRESS PHONE# EMAIL ADDRESS

NAME TITLE ADDRESS PHONE # EMAIL ADDRESS

NAME TITLE ADDRESS PHONE # EMAIL ADDRESS

PRESENT HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE:

DAYS: Monday-Thursday HOURS: 11:30am-10pm

DAYS: Friday-Saturday HOURS: 11:30am-10:30pm

DAYS: Sunday HOURS: 11am-9pm

PROPOSED HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE:

DAYS: Monday-Sunday HOURS: 11am-2am

DAYS: HOURS:

DAYS: HOURS:

PLEASE NOTE:

- THE TOWN'S SALE OF ALCOHOLIC BEVERAGES REGULATIONS SET THE PERMISSIBLE HOURS OF ALCOHOLIC BEVERAGES SALES. THEY ALSO REQUIRE THAT FOOD SERVICE BE AVAILABLE WHEN ALCOHOLIC BEVERAGES ARE BEING SOLD (WITH THE EXCEPTION OF THE LAST HOUR OF ALCOHOLIC BEVERAGES SALES).
- THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

APPLICANT SIGNATURE \_\_\_\_\_ TITLE: President PHONE# [REDACTED]  
EMAIL ADDRESS: [REDACTED]



VOTE OF CORPORATION

DATE: 2/20/2024

AT A MEETING OF THE BOARD OF DIRECTORS OF FOUR S ENTERPRISE, INC

HELD AT: 1374 BEACON ST, BROOKLINE, MA 02446 ~~ON:~~ 2/20/2024

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Hour Extension of Common Victualler License and Liquor License

(TYPE OF LICENSE)

FOR THE YEAR 2024-2025 TO BE EXERCISED ON THE PREMISES LOCATED AT 1374 BEACON ST, BROOKLINE, MA 02446

VOTED: TO AUTHORIZE Sangwan Lee TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF Four S Enterprise, Inc

AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS NOT BEEN DISSOLVED.

A TRUE COPY

ATTEST: \_\_\_\_\_  
CLERK

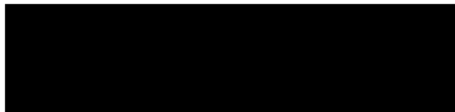


STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

\_\_\_\_\_  
\*Signature of Individual

\_\_\_\_\_  
By: Corporate Officer



\*\* Social Security #  
Voluntary or Federal ID #

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.



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

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

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

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

LICENSEE NAME: FOUR S ENTERPRISE, INC

ADDRESS: 1374 BEACON ST

CITY/TOWN:

BROOKLINE

STATE MA

ZIP CODE

02446

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

Change of Hours

Change of DBA

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

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

**CORPORATE VOTE**

The Board of Directors or LLC Managers of FOUR S ENTERPRISE, INC  
Entity Name

duly voted to apply to the Commonwealth of Massachusetts Alcoholic Beverages Control

Commission on 2/20/2024  
Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- 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/  
Directors/LLC Managers
- Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

"VOTED: To authorize Sangwan Lee  
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint JIHO RU  
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY  
A true copy attest,

\_\_\_\_\_  
Corporate Officer /LLC Manager Signature

\_\_\_\_\_  
Corporation Clerk's Signature

## COMMERCIAL LEASE

1. PARTIES	LESSOR, which expression shall include: JENNY YU or her heirs, successors, and assigns where the context so admits, does hereby lease to LESSEE, which expression shall include SANG WAN LEE, or his successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
2. PREMISES	<p>The first floor retail space known and numbered as 1374 Beacon Street, Brookline, Massachusetts and a portion of the first floor retail space known and numbered as 1376 Beacon Street, Brookline, Massachusetts. In addition, the leased premises shall include the basement of 1374 Beacon Street, Brookline, Massachusetts as shall be designated by LESSOR in accordance with the current usage of the property.</p> <p>The premises, to be delivered in "as is" condition, consist of approximately 2,000 square feet, more particularly described in Exhibit "A"; attached hereto and made a part hereof.</p>
3. TERM	<p>The term of this Lease shall be for one <i>Five (5) year term</i> commencing and ending as follows:</p> <p><b>First Term:</b> 2018 - 2022</p> <p>At the expiration of the original term the LESSEE shall have the option to extend and renew the lease for another five (5) year term, at the same terms and conditions except for the monthly base rent which shall be determined by the LESSOR and shall not be less than the last monthly payment of the original term; the terms of the option lease will reflect rental fair market condition at that time, provided (a) LESSEE notifies LESSOR of its intention to exercise said option 180 days prior to the expiration of the term to expire; (b) LESSEE is not in default under the lease at either the time of notice or at the commencement of the extension term; and (c) LESSEE has not been late with a monthly payment by more than ten (10) days during the preceding term.</p>
4. RENT	<p>The LESSEE shall pay to the LESSOR base monthly rent in accordance with the following scheduled payments:</p> <ol style="list-style-type: none"> <li>1. Year one – 1/1/18 thru 12/31/18 - \$7,900.00 per month</li> <li>Year two – 1/1/19 thru 12/31/19 - \$7,900.00 per month</li> <li>Year three - 1/1/20 thru 12/31/20 - \$8,137.00 per month</li> <li>Year four – 1/1/21 thru 12/31/21 - \$8,381.00 per month</li> <li>Year five – 1/1/22 thru 12/31/22 - \$8,633.00 per month</li> </ol>

This is a triple net lease and, accordingly, all charges, assessments and impositions made and levied upon the leased premises and all operating costs, expenses and other obligations paid or incurred by LESSOR in connection with the leased premises shall be paid by the LESSEE, including, but not limited to, condo fees, property taxes, insurance, water, electric, gas, and all other utilities. It is expressly understood and agreed that LESSEE shall pay as additional rent 100% of the then current real estate taxes and 100% of all condominium charges assessed against 1374 Beacon Street, Brookline, Massachusetts plus 50% of real estate taxes and condominium charges of 1376 Beacon Street, Brookline, Massachusetts. This additional rent shall be in addition to any and all charges that are due and payable under the terms and conditions provided herein.

2. With the exception of the first rental payment, which shall be prorated until the end of that month, monthly rent payments including any additional rent shall be payable in advance on the first day of each month. All payments made beyond the fifth (5<sup>th</sup>) day of each month shall be deemed to be "late" and the LESSEE shall pay a late charge equal to 15% of the later payment overdue. In the event that the rent payment is not made by the tenth (10<sup>th</sup>) day of the month, the entire lease shall be deemed to be in default, subject to notice as specified herein.

3. Rent payments shall be made payable to the LESSOR and mailed to Jenny Yu, P. O. Box 600, Brookline, MA 02446, or such other place as the LESSOR may, from time to time designate by written notice, at least ten (10) days prior to the next ensuing rent payment date. All payments under this Lease for either rent or any other payments of money, shall be made by certified check, bank check, cashier's check or directly deposited to LESSOR's bank account. LESSOR will provide bank account information upon request if LESSEE designates direct deposit as method of payment.

Rent payments for the base rent shall start once the LESSOR delivers the premises to LESSEE. This provision notwithstanding, all charges other than base rent (including, but not limited to, payment for utilities, insurance, condominium fees, taxes and any other additional rent or additional payments) shall be paid upon the commencement of this Lease.

The LESSEE shall not be responsible for the payment of taxes, utility bills or other expenses associated with the premises which were incurred prior to the start of LESSEE's tenancy.

#### 5. SECURITY

<p><b>DEPOSIT</b></p>	<p>Upon the execution of this Lease, the LESSEE shall pay to the LESSOR the following sums:</p> <p>First Month's Rent: \$ 7,900.00 Security Deposit: \$15,800.00 (subject to increase and supplementation as per this Lease on the occasion of any increases in base rent, so that the Security Deposit is equal to two month's base rent at the then current rate for base rent) Last Month's Rent \$ 8,633.00</p> <p>Any additional rent or additional payments required by this Lease.</p> <p>The above security deposit is refunded to the LESSEE at the end of the Lease, subject to the LESSEE's satisfactory compliance with the conditions hereof. The LESSOR shall have no obligation to place the above security deposit or last month's rent in an interest bearing account and may commingle said security deposit with other funds of the LESSOR, and any interest on the deposit, if any, shall be payable to the LESSOR. All or any part of the security deposit and rent reserve may be applied by LESSOR in total or partial satisfaction of any default by LESSEE. At the expiration of the first year of this Lease and all subsequent years, LESSEE shall, without notice or demand, deposit with the LESSOR an additional amount such that the total security deposit shall equal two (2) months of rent as hereinabove specified.</p>
<p><b>6. RENT ADJUSTMENTS</b></p>	<p>Real Estate Taxes. The LESSEE shall pay any real estate taxes levied against 1374 Beacon Street, Brookline, Massachusetts and 50% of 1376 Beacon Street, Brookline, Massachusetts. Payment shall be made within seven (7) days after presentation of the tax bills by the LESSOR to the LESSEE. The LESSEE shall have the right at its own expense to seek tax abatement from the Town of Brookline of any increase in real estate tax and share in any proceeds of such real estate tax abatement.</p> <p>LESSEE shall upon the commencement date of this Lease and on the first day of each month during the term of this Lease and any extension thereof, pay to LESSOR a) on account of the LESSEE's share of the real estate taxes an amount equal to one-twelfth (1/12<sup>th</sup>) of the full amount of real estate taxes assessed against 1374 Beacon Street, and one-twelfth (1/12<sup>th</sup>) of half of the amount of real estate taxes assessed against 1376 Beacon Street; and b) 100% of the monthly condominium charges for 1374 Beacon Street, and 50% of the monthly condominium charges for 1376 Beacon Street. If the total of such monthly payments is either less or more than the actual</p>

	<p>amount of real estate taxes and/or condominium charges, LESSOR and LESSEE agree to make any appropriate adjustment on an annual basis, with the appropriate party being paid any monies owed due to any difference within ten (10) days after written notice thereof. Any failure by LESSEE to make any payments required by this section of this Lease within ten (10) days after written notice thereof shall be considered a default under the terms of this Lease.</p> <p>Monthly Condominium Fee: The LESSEE shall pay 100% of any monthly condominium fee or assessments levied against 1374 Beacon Street, Brookline, Massachusetts and 50% of any condominium fee or assessment levied against 1376 Beacon Street, Brookline, Massachusetts and any increases in such fees. The condominium fees shall be paid to the LESSOR monthly as additional rent.</p>
<b>7. UTILITIES</b>	<p>The LESSEE shall pay, as they become due, all bills for heat, electricity, gas and water that are separately metered and furnished to the leased premises, as well as refuse or garbage removal costs. Refuse or garbage removal shall be the sole responsibility of the LESSEE. Additionally, any bills presented to LESSEE by LESSOR shall be paid within ten (10) days after they are presented to LESSEE by LESSOR. LESSEE shall also pay its proportionate share of any sewerage charges for the leased premises.</p> <p>LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this Lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.</p>
<b>8. USE OF LEASED PREMISES</b>	<p>The LESSEE shall use the leased premises only for the purpose of: First class restaurant operation.</p>
<b>9. COMPLIANCE</b>	<p>The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by law or ordinance in force in the city or town in which the premises are situated. The premises shall not be used for any purpose which is in violation of condominium rules and regulations.</p>
<b>10. FIRE INSURANCE</b>	<p>The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulations from time to time</p>

	<p>to established by the New England Fire insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.</p>
<p><b>11. MAINTENANCE</b></p>	<p>The premises are leased to LESSEE in an "as is" condition. The LESSEE agrees to maintain the leased premises in the same condition as it is at the commencement of the term or as it may be put in during the term of the lease, reasonable wear and tear, damage by fire and other casualty only excepted.</p> <p>During the term and any extensions of the Lease, LESSEE shall, at LESSEE's sole cost and expense, keep and maintain the leased premises in good order and repair, and replace where applicable, in a clean and orderly condition and in such condition as may be required by applicable laws, ordinances or regulations (including but not limited to local and state health, fire and building codes and Beacon Centre Condominium Association rules and regulations), including without limitation, LESSEE's sign and equipment and trade fixtures, all lighting, other fixtures, floor coverings, interior walls, ceilings, electrical and mechanical systems, plumbing, heating and ventilating and air conditioning systems, appliances, similar equipment, except for reasonable wear and tear and damage by fire and other casualty. LESSEE shall also replace any broken glass in windows and doors whenever necessary, and acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped or defaced nor suffer any waste. In addition, LESSEE shall be responsible for a) maintaining in good order and repair (and replacing where applicable) and in a clean and orderly condition any and all alterations in and improvements to the leased premises made by the LESSEE and all of LESSEE's equipment installed therein; b) washing the exterior and interior windows regularly; c) keeping the sidewalk adjacent or bordering the leased premises and the loading area in the rear of the property clean and free of snow, ice, debris and sanded as necessary; d) garbage and refuse removal by contracting with a licensed professional for the removal LESSEE's garbage or refuse, as often as required by the health department or the condominium management company; and e) pest control by contracting a licensed professional for the interior of the leased premises as often as required by the health department or the condominium management company.</p> <p>ODORS: in the event that any unusual or objectionable odors emanate from the leased premises, then LESSEE, at LESSEE's expense, shall install a special exhaust venting system to remove</p>

	<p>such odors from the leased premises, which work shall be performed in accordance with all applicable laws, ordinances, building and fire codes, rules and regulations of the Beacon Centre Condominium Association, the Board of Fire Underwriters and all governmental authorities having jurisdiction thereof. The installation of any such systems shall be subject to LESSOR's approval and governed by the applicable provisions of this Lease and shall be in accordance with plans and specifications approved by the LESSOR.</p> <p>LESSOR shall cause the repair of the roof and foundation through the Beacon Centre Condominium Association to the extent that such repairs are not the result of negligence, action or non-action of the LESSEE, its agents, contractors, employees or invitees.</p> <p>The LESSEE shall be responsible for the repairs and maintenance of the inside walls of the leased premises, any outside glass in doors or windows, the heating and air conditioning equipment (required to clean out the filters for these systems at least twice a year), the plumbing equipment, electrical system and all other utility systems and fixtures.</p>
<p><b>12. ALTERATIONS ADDITIONS</b></p>	<p>The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alteration or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.</p>
<p><b>13. ASSIGNMENT SUBLEASING</b></p>	<p>The LESSEE shall not assign the whole or any part of the leased premises without LESSOR'S prior written consent, which shall not be unreasonably withheld. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this Lease unless the assignee executes an assignment and assumption agreement.</p> <p>The LESSEE is not allowed to sublet the whole or any part of the leased premises..</p>



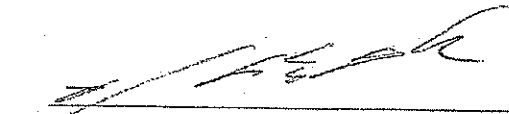
<b>14. SUBORDINATION</b>	This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgage, deeds of trust or other such instruments in the nature of a mortgage.
<b>15. LESSOR'S ACCESS</b>	The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR shall elect to do and may show the leased premises to others, and at any time within six (6) months of the end of the term, may affix to any suitable part of the leased premises a notice of letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation. Any signs placed on the premises may only be placed after approval in advance by the LESSOR. LESSOR will be given a set of keys to the premises.
<b>16. INDEMNIFICATION AND LIABILITY</b>	The LESSEE shall save the LESSOR harmless from the loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering the leased premises and all loading areas shall be LESSEE's responsibility.
<b>17. LESSEE'S LIABILITY INSURANCE</b>	The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$1,000,000.00 with property damage insurance in limits of \$300,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each insured named therein. The LESSOR shall be named as an additional insured.
<b>18. FIRE, CASUALTY EMINENT DOMAIN</b>	Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may

	<p>elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises substantially unusable for their intended use, a just and proportional abatement of rent shall be made, and the LESSEE may elect to terminate this Lease if:</p> <ul style="list-style-type: none"> <li>a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises; or</li> <li>b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within one hundred twenty (120) days of said fire, casualty or taking.</li> </ul> <p>The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking of eminent domain, except for damage to the LESSEE's fixtures, property or equipment.</p>
<p><b>19. DEFAULT AND BANKRUPTCY</b></p>	<p>In the event that:</p> <ul style="list-style-type: none"> <li>a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or</li> <li>b) The LESSEE shall default in the observation or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within fifteen (15) days after written notice thereof; or</li> <li>c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,</li> </ul> <p>then the LESSOR shall have the right thereafter, while such default continues, to enter and take complete possession of the leased premises, to declare the term of this Lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears or rent or other default. The LESSEE shall indemnify the LESSOR against all loss or rent and other payments which the LESSOR may incur by reason of such termination during the rest of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding or otherwise, such sums paid or obligations incurred, with interest at the rate of 18% per annum and</p>

	costs, shall be paid to the LESSOR by the LESSEE as additional rent.
<b>20. NOTICE</b>	Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered mail or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR at: Jenny Yu, P.O. Box 600, Brookline MA 02446, unless and until the LESSOR gives the LESSEE notice of a different address.
<b>21. SURRENDER</b>	The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized without liability to LESSEE for loss of damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice of any or all of the property not so removed and to apply the net proceeds of any such sale to the payment of any sum due hereunder, or to destroy such property.
<b>22. OTHER PROVISIONS</b>	It is also understood and agreed that:  A. The LESSEE shall save the LESSOR harmless from any and all liability, damage, cost or expense due to any and all claims of whatsoever nature arising from any negligent act or omission of the LESSEE or the LESSEE's servants, employees, agents, contractors or invitees, or arising from any damage or injury whatsoever caused to any person, including death, or the property of any person, which shall occur upon the premises or the loading areas used in connection therewith, except damage caused by the negligent act or omission of LESSOR, its agents or other tenants.  B. The LESSEE shall not hold the LESSOR liable for any damage to the person or property of LESSEE and the LESSEE shall hold

	<p>the LESSOR harmless from any claim for damage to the person or property of the LESSEE, its servants, agents, contractors or invitees.</p> <p>C. In no event shall the LESSOR be liable to the LESSEE for indirect, consequential or punitive damages or loss of profits, unless said damages or loss of profits were intentionally caused by the LESSOR or her representatives. The LESSOR shall have no liability to LESSEE except for a breach of this Lease which occurred during the LESSEE's tenancy or the LESSOR's ownership of the demised premises and the liability of the LESSOR shall be limited to the interest of the LESSOR in the property.</p> <p>D. LESSOR shall be supplied with copies of all water and sewer bills for the premises after such bills have been paid.</p> <p>E. LESSOR shall be given copies of any blueprints or drawings related to the premises which may be prepared for or at the request of LESSEE.</p> <p>F. LESSOR shall be given copies of any insurance policies or binders or certificates related to the premises which may be prepared for LESSEE or at LESSEE's request.</p> <p>G. At the time of the signing of this Lease, LESSEE shall provide to LESSOR copies of their driver's licenses as proof of identity.</p> <p>H. LESSEE waives any rights to a trial by jury.</p>
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IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 5 day of February, 2015.

  
\_\_\_\_\_  
LESSEE

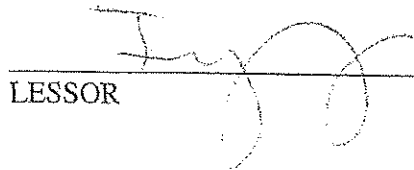
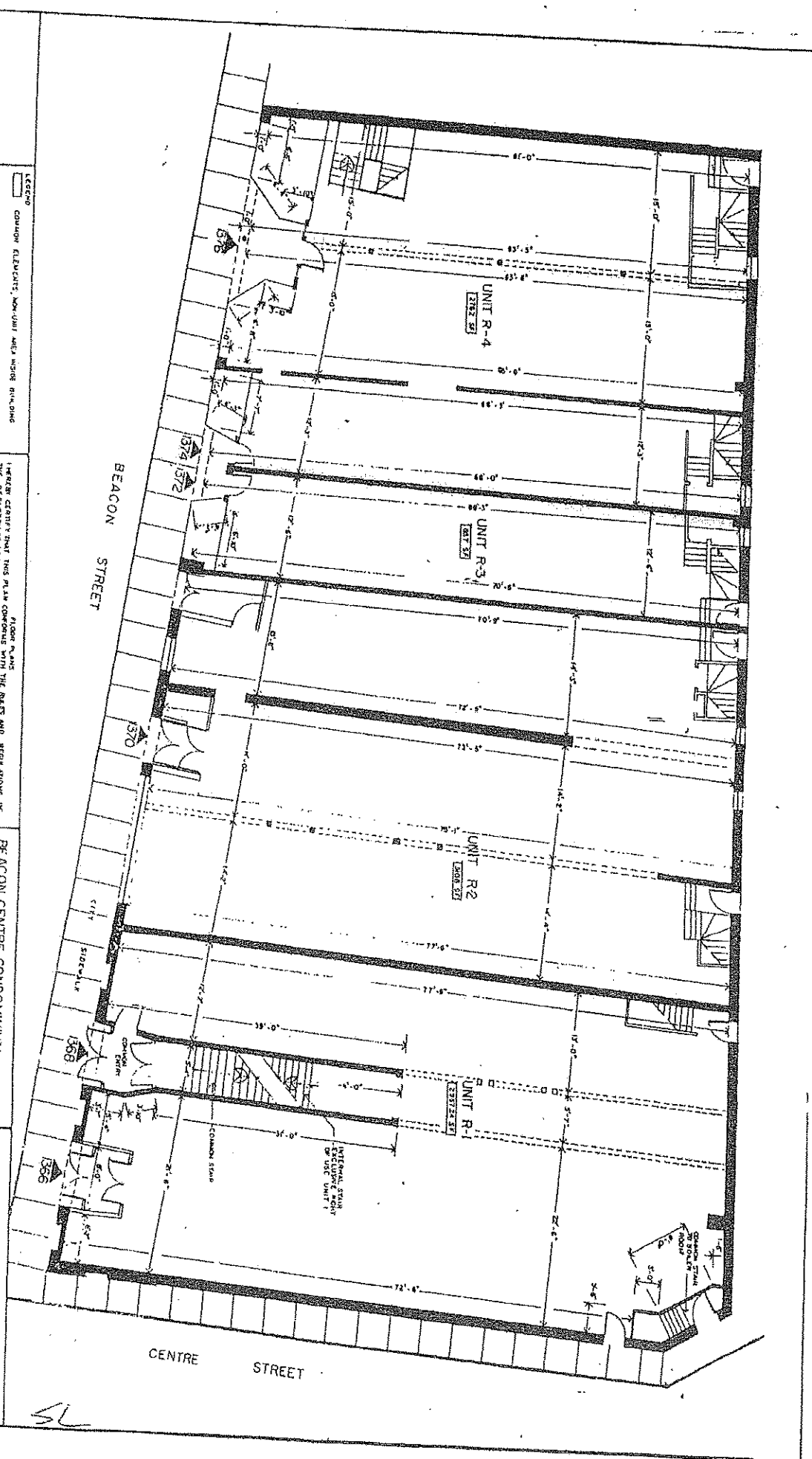
  
\_\_\_\_\_  
LESSOR

Exhibit A



**LEGEND**

- COMMON ELEMENTS, PORCHES AND OTHER BUILDINGS
- COMMON ELEMENTS, EXTERIOR WALLS, WALLS, PARTIAL WALLS AND ROOM STRUCTURE, BOUNDING UNITS AND COMMON AREAS
- APPROXIMATE UNIT SQUARE FEET

GENERAL NOTE: SET POINTS IN ROOMS AS INDICATED FROM UNITER PLAN OF 100' X 100' TO STAIRS UNIT CENTER

I HEREBY CERTIFY THAT THIS PLAN COMPLETES THE DESIGN AND REGULATIONS OF THE BEACON CENTRE CONDOMINIUM. I HAVE REVIEWED THE RECORDS OF THE BEACON CENTRE CONDOMINIUM, AS BUILT, AND I HAVE REVIEWED THE RECORDS OF THE BEACON CENTRE CONDOMINIUM, AS BUILT, AND I HAVE REVIEWED THE RECORDS OF THE BEACON CENTRE CONDOMINIUM, AS BUILT.

UNIT R-4: 2382 SF  
 UNIT R-3: 2137 SF  
 UNIT R-2: 1208 SF  
 UNIT R-1: 1237 SF

BEACON CENTRE CONDOMINIUM  
 1366 thru 1376  
 BEACON ST BROOKLINE MA 02146

SHELLER TWO INC.  
 Architects & Planners  
 Fiddale MA 01518  
 (617) 347-3298

FIRST FLOOR PLAN  
 1366 thru 1376  
 BEACON ST BROOKLINE MA 02146

DATE: 4/20/87  
 DRAWN BY: [Signature]  
 SCALE: 1/8" = 1'-0"

PLANNING NUMBER: 2

## **Transfer of License / Common Victualler/ Alternate Manager**

Applicant: Weisser, LLC.  
DBA: Taberna De Haro  
Location: 999 Beacon Street

### **Application Details:**

Question of approving the application for a transfer of an All Alcoholic Beverages License from Taberna De Haro, Inc. d/b/a Taberna De Haro to Weisser, LLC. d/b/a Taberna De Haro at 999 Beacon Street. Proposed manager will be Kristina Weiss.

Question of approving the application for a Common Victualler License for Weisser, LLC. d/b/a Taberna De Haro at 999 Beacon Street. Hours of operation will Sunday 11:00AM – 10:00PM. The proposed seating is 48 inside dining seats and 60 outdoor seats.

Question of approving the application for an Alternate Manager, Jesse Weiss, for Weisser, LLC. d/b/a Taberna De Haro at 999 Beacon Street.

### **Reports (Attached):**

Health Department (Approved)  
Building Department (Approved)  
Police Department (Approved)  
Fire Department (Approved)

# 3.O.

## MEMORANDUM

TO: Jennifer Paster, Chief of Police  
FROM: Charles Carey, Town Administrator  
RE: Transfer of License  
DATE: March 29, 2024

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May we please have reports on the attached application:

Applicant: Weisser, LLC.  
DBA: Taberna De Haro  
License Type: All Alcoholic Beverages License  
Location: 999 Beacon Street, Brookline, MA 02446

### **Application Details:**

Question of approving the application for a transfer of an **All Alcoholic Beverages License** from Taberna De Haro, Inc. d/b/a Taberna De Haro to Weisser, LLC. d/b/a Taberna De Haro at 999 Beacon Street. Proposed manager will be Kristina Weiss.

Question of approving the application for a **Common Victualler License** for Weisser, LLC. d/b/a Taberna De Haro at 999 Beacon Street. Hours of operation will Monday - Sunday 11:00AM – 10:00PM. The proposed seating is 48 inside dining seats and 60 outdoor seats.

Question of approving the application for an **Alternate Manager**, Jesse Weiss, for Weisser, LLC. d/b/a Taberna De Haro at 999 Beacon Street.

This application is scheduled to go before the Board on **April 17, 2024**. May we please have the reports no later than **ASAP**.

Thank you.

### 3.O.

## Checklist for Transfer Alcohol License



- Filing Fee receipt paid to the Alcoholic Beverages Control Commission
  - Monetary Transmittal Form
  - DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
  - DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
  - New/Transfer Application
  - 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** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
  - Manager Application
  - Proof of Citizenship for proposed manager of record
  - Vote of Corporate Board
  - Purchase and Sales Agreement
  - Supporting Financial Records
  - Floor Plans
  - Legal Right to Occupy, a lease or deed
- 
- General and Liquor Liability Insurance Certificate (prior to opening)
  - Workers' Compensation Insurance Affidavit (prior to opening)
  - Copy of license of seller
    - A/A to A/A
    - W/M to W/M
  - Common Victualler Application
  - Package Store Application
  - Outdoor Seating Application (if applicable)
  - Entertainment Application (if applicable)
  - Alternate Manager Application (if applicable)
- 
- Report from Police
  - Report from Building
  - Report from Fire
  - Report from Health





**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

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**11 Pierce Street, Brookline, Massachusetts, 02445**  
**Telephone: (617) 730-2300 Facsimile: (617) 730-2296**  
**Website: [www.brooklinema.gov](http://www.brooklinema.gov)**

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Sigalle Reiss, MPH, REHS/RS  
*Commissioner of Public Health  
& Human Services*

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: ***Charles Carey, Town Administrator***  
For the Select Board

From: Sigalle Reiss  
Director of Public Health & Human Services

Date: April 10, 2024

Re: Weisser LLC  
Taberna De Haro  
999 Beacon St. Brookline MA 02445  
Transfer of Alcohol Beverages License

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Please be advised that the Brookline Department of Public Health (BDPH) has reviewed the application and plans for the above-noted establishment. The BDPH has no objections to the transfer of all alcohol package license. This recommendation is under the following conditions:

- Any modifications to the existing food establishment, including changes in floor plan and equipment, must be submitted for review and approval by the Health Department.
- The operator must maintain Food Safety and Allergy Awareness Certifications.
- The operator must provide and maintain an adequate Trash/recycling management Plan.
- An integrated pest management service, including inspections, treatments, and recommendations, must be provided by a licensed pest control contractor.
- The establishment must comply with the Town By-Laws on using artificial trans fats, Polystyrene, and tobacco control.



**BROOKLINE FIRE DEPARTMENT**  
*Town of Brookline Massachusetts*

**FIRE DEPARTMENT**

John F. Sullivan  
Chief of Department

350 Washington Street  
PO Box 470557  
Brookline MA 02447-0557  
Tel: 617-730-2272  
Fax: 617-730-2391  
[www.brooklinema.gov](http://www.brooklinema.gov)

**BROOKLINE FIRE DEPARTMENT**  
**M E M O R A N D U M**

---

**Date:** April 10, 2024  
**To:** Charles Carey, Town Administrator  
**From:** Paul Canney, Captain  
Fire Prevention Division  
**Re:** **Request for Report- 999 Beacon Street- Taberna De Haro**

The Fire Department has no objection to the application for transfer of All Alcoholic License from Taberna De Haro, Inc. d/b/a Taberna De Haro to Weisser, LLC. d/b/a Taberna De Haro for the following address:

999 Beacon Street- Taberna De Haro



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

**Daniel F. Bennett**  
Building Commissioner

**INTEROFFICE MEMORANDUM**

---

**Date:** April 10, 2024

**To:** Charles Carey  
Town Administrator

**From:** Daniel Bennett  
Building Commissioner

**Re:** **999 Beacon Street** - Application from Weisser, LLC, d/b/a Taberna de Haro, Kristina Weiss, Owner, for a All Alcoholic Common Victualler and Entertainment (Taped Music & Television) License with seating capacity of 60 seats inside and 48 outdoor seasonal seats with operating hours of Sunday thru Saturday 5pm to 10pm and Saturday and Sunday 11am-3pm (your memo dated March 29, 2024).

The subject premises is located in a L-1.0 (Local Business) Business District. The use as a restaurant is permitted as of right per Section 4.07, Use #30 of the Town of Brookline Zoning By-Law.

The restaurant has been operating with sixty (60) inside and twenty-four (24) outside seats as part of the original Common Victualler application. The establishment meets the requirements of the Zoning By-Law and the construction plans submitted with the application comply with State Building Code. The applicant is reminded that all signs and advertising devices require permits prior to installation and must be approved pursuant to the Zoning By-Law. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department. A Certificate of Inspection will be required prior to opening to the public.

If an odor problem occurs as a result of this use an odor control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule approved by the Building Department.

The Building Department has no objection with the application from Weisser, LLC, d/b/a Taberna de Haro, Kristina Weiss, Owner, for a All Alcoholic Common Victualler and Entertainment (Taped Music & Television) License with seating capacity of 60 seats inside and 48 outdoor seasonal seats with operating hours of Sunday thru Saturday 5pm to 10pm and Saturday and Sunday 11am-3pm.



**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

**JENNIFER PASTER**  
CHIEF OF POLICE

To: Chief Jennifer Paster  
From: Lieutenant Ray Richards  
Re: Taberna De Haro\_999 Beacon St  
Date: March 30, 2024

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Taberna De Haro, INC. d/b/a Taberna De Haro has submitted an application to transfer an All Alcoholic Beverages License to Weisser, LLC d/b/a Taberna De Haro at 999 Beacon St. Kristina Weiss is the proposed manager, and Jesse Weiss is the alternate manager.

The Brookline Police Department has fingerprinted Kristina Weiss and Jesse Weiss to conduct a criminal background check. Kristin Weiss and Jesse Weiss submitted crowd control manager certificates and are certified in the safe service of alcohol. According to the application, neither applicant has ever been the Manager of Record of a license to sell alcohol that has been suspended, revoked, or canceled.

I have emailed Kristen Weiss a copy of the town's Sale of Alcoholic Beverage Regulations.

I find NO reason to deny this application.

Respectfully Submitted,

Ray Richards

Lieutenant Ray Richards

Digitally signed by Ray Richards  
DN: cn=Ray Richards, o=Brookline Police  
Department, ou=Office of Professional  
Responsibility,  
email=RayRichards@brookline.gov, c=US  
Date: 2024.03.30 12:58:19 -0400



Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

# 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 #: d0ca611f-504b-4f0d-8b17-94324c54430b**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Taberna de Haro Inc.	\$200.00
		<b>\$200.00</b>

**Total Convenience Fee: \$4.70**

**Date Paid: 3/13/2024 2:42:14 PM EDT**

**Total Amount Paid: \$204.70**

### Payment On Behalf Of

**License Number or Business Name:**  
Taberna de Haro, Inc.

**Fee Type:**  
FILING FEES-RETAIL

### Billing Information

**First Name:**  
Kenneth

**Last Name:**  
Goldstein

**Address:**  
822 Boylston St Suite 300

**City:**  
Chestnut Hill

**State:**  
MA

**Zip Code:**  
02467

**Email Address:**  
kgoldstein@brooklinelaw.com

3.0.

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 TRANSFER OF 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

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- New License
- Transfer of License
- Change of Manager
- Change of Officers/  
Directors/LLC Managers
- Change of Location
- Alteration of Licensed Premises
- Change Corporate Name
- Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)
- Change of Class (i.e. Annual / Seasonal)
- Change of License Type (i.e. club / restaurant)
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Issuance/Transfer of Stock/New Stockholder
- Other
- Change Corporate Structure (i.e. Corp / LLC)
- Pledge of Collateral (i.e. License/Stock)
- Management/Operating Agreement
- Change of Hours
- Change of DBA

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

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



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TABERNA DE HARO INC  
600 WASHINGTON ST  
BROOKLINE MA 02446-4511

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, TABERNA DE HARO INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

3.O.

Department of Unemployment Assistance  
Commonwealth of Massachusetts  
Executive Office of Labor & Workforce Development



**Certificate of Compliance**

Date: March 13, 2024

Letter ID: L0002023926

Employer ID (FEIN): XX-XXX9712

TABERNA DE HARO INC  
600 WASHINGTON ST  
BROOKLINE MA 02446-4511

Certificate ID: L0002023926

The Department of Unemployment Assistance certifies that as of 12-Mar-2024, TABERNA DE HARO INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires on 11-Apr-2024 .

Sincerely,

Katie Dishnica, Director  
Department of Unemployment Assistance

**Questions?**

Revenue Enforcement Unit  
Department of Unemployment Assistance  
Email us: Revenue.Enforcement@detma.org  
Call us: (617) 626-5750





**3.0**  
*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

**1. TRANSACTION INFORMATION**

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Pledge of Inventory        | <input type="checkbox"/> Change of Class   |
| <input type="checkbox"/> Alteration of Premises         | <input type="checkbox"/> Pledge of License          | <input type="checkbox"/> Change of Category  |
| <input type="checkbox"/> Change of Location             | <input type="checkbox"/> Pledge of Stock            | <input type="checkbox"/> Change of License Type<br>(§12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> |  |

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Transferring of Taberna De Haro, Inc.'s liquor license to Weisser LLC, d/b/a Taberna De Haro managed by Kristie Weiss. There will be no change to theme or concept of operation.

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	All Alcoholic Beverages	Annual

**3. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number  FEIN

Entity Name

DBA  Manager of Record

Street Address

Phone  Email

Add'l Phone  Website

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

The premises, at 999 and 1001 Beacon Street, Brookline, are contiguous via a doorway cut through the middle of the separating wall. The main entrance is at 1001. The entrance at 999 will only be used to service the patio in the summer. There are two back door exits, one at 999 and one at 1001. There is an open kitchen on the 999 side, and

Total Sq. Footage	<input type="text" value="2400"/>	Seating Capacity	<input type="text" value="72"/>	Occupancy Number	<input type="text" value="108"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="4"/>	Number of Floors	<input type="text" value="1"/>

**3.0.**  
**APPLICATION FOR A TRANSFER OF LICENSE**

**5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

Transferor Entity Name	Taberna De Haro, Inc.	By what means is the license being transferred?	Purchase
------------------------	-----------------------	---	----------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Deborah Hansen	Owner/Operator	100%

**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, LLC Members, 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 the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Kristina L. Weiss	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner/Operator	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**3.O.**  
**APPLICATION FOR A TRANSFER OF LICENSE**

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

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**  
Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.  Yes  No

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**  
Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**  
Has any individual or entity identified in question 6, 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? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

3.0.  
APPLICATION FOR A TRANSFER OF LICENSE

**6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?  
 Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**7. CORPORATE STRUCTURE**

Entity Legal Structure  Date of Incorporation   
 State of Incorporation  Is the Corporation publicly traded?  Yes  No

**8. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?  Yes  No

**9. APPLICATION CONTACT**

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

3.0.  
APPLICATION FOR A TRANSFER OF LICENSE

**10. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$375,000.00
C. Other* (Please specify)	
D. Total Cost	\$375,000.00

\*Other: (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
Kristina Weiss	\$375,000.00
Total:	\$375,000.00

**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.
Deborah Hansen	\$275,000.00	Personal Loan-Unsecured	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

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

A checking account in the name of Kristina Weiss with a current balance of \$115,350.63 and a personal loan from the seller.

**11. PLEDGE INFORMATION**

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

Please indicate what you are seeking to pledge (check all that apply)  License  Stock  Inventory

To whom is the pledge being made?

**12. MANAGER APPLICATION**

**A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name  Date of Birth

Residential Address

Email  Phone

Please indicate how many hours per week you intend to be on the licensed premises

**B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?\*  Yes  No \*Manager must be a U.S. Citizen  
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?  Yes  No  
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2021	Present	Chief Operating Officer	Fox & the Knife, Bar Volpe, KA Brands	Karen Akunowicz
2016	2021	Managing Partner	haley.henry Wine Bar, Nathalie Wine Bar	Haley Fortier
2011	2015	Guest Services Manager	The Lenox Hotel	Dan Donahue

**D. PRIOR DISCIPLINARY ACTION**

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  Yes  No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature  Date

**13. MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement?

Yes  No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

**13A. MANAGEMENT ENTITY**

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

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes  No

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

**13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES**

**LICENSE**

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### 3.O.

#### **13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 13A, 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?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

#### **13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

#### **13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

#### **13F. TERMS OF AGREEMENT**

- a. Does the agreement provide for termination by the licensee? Yes  No
- b. Will the licensee retain control of the business finances? Yes  No
- c. Does the management entity handle the payroll for the business? Yes  No

d. Management Term Begin Date  e. Management Term End 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)

#### **ABCC Licensee Officer/LLC Manager**

Signature:

Title:

Date:

#### **Management Agreement Entity Officer/LLC Manager**

Signature:

Title:

Date:



3.O.

**ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

[Empty rectangular box for providing additional information]

3.0.  
APPLICANT'S STATEMENT


I, Kristina Weiss the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory  
of Weisser, LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises 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:

03/13/2024

Title:

LLC Manager

**CORPORATE VOTE**

The Board of Directors or LLC Managers of  Entity Name

duly voted to apply to the Licensing Authority of  and the  
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- 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/  
Directors/LLC Managers
- Change of Ownership Interest  
(LLC Members/LLP Partners,  
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

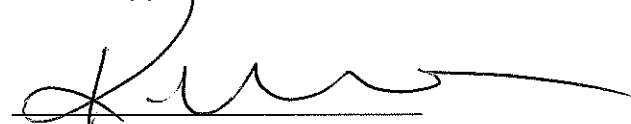
"VOTED: To authorize  Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint  Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer /LLC Manager Signature

Kristina Weiss

(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)

### 3.O. ADDENDUM A

#### 6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

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)			
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 150px; height: 25px;" type="text"/>			
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 150px; height: 25px;" type="text"/>			
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 150px; height: 25px;" type="text"/>			
Name of Principal	Residential Address	SSN	DOB	
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
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Name of Principal	Residential Address	SSN	DOB	
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 150px; height: 25px;" type="text"/>			
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 150px; height: 25px;" type="text"/>			
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

Yes  No



3.0  
Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

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 INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00110-RS-0148	LICENSEE NAME:	Weisser, LLC	CITY/TOWN:	Brookline
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**APPLICANT INFORMATION**

LAST NAME:	Weiss	FIRST NAME:	Kristina	MIDDLE NAME:	Lee			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Milwaukee, WI					
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Grubbs	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts			
GENDER:	FEMALE	HEIGHT:	5	4	WEIGHT:		EYE COLOR:	Hazel
CURRENT ADDRESS:	[REDACTED]							
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	02113			
FORMER ADDRESS:	[REDACTED]							
CITY/TOWN:	[REDACTED]	STATE:	[REDACTED]	ZIP:	[REDACTED]			

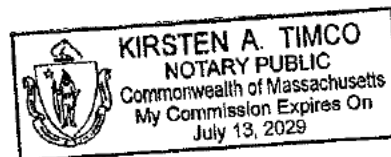
**PRINT AND SIGN**

PRINTED NAME:	Kristina Weiss	APPLICANT/EMPLOYEE SIGNATURE:	
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**NOTARY INFORMATION**

On this 14th day of March before me, the undersigned notary public, personally appeared Kristina Weiss (name of document signer), proved to me through satisfactory evidence of identification, which were MADL to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	[REDACTED]
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

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



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

**WEISSER LLC**  
**999 BEACON STREET**  
**BROOKLINE, MA 02446**

DATE: 2/14/2024

**NOTICE OF APPROVAL**

**To: WEISSER LLC**

The organizational document for the above-named LLC is approved and now on the public record of the Corporations Division. We are sending out this notification to inform you of some of the possible filing obligations for the LLC.

**ANNUAL REPORT:**

Each LLC owes an annual report on or before the anniversary date of its organization. The annual report may be filed using our online filing system, using the below CID and PIN. Please maintain this CID and PIN for your use when filing online.

**CID: HU7BO8**  
**PIN: 3144**

**DUE DATE: 02/14/2025**

**BOI REPORT:**

Please be advised that your entity may have a filing obligation with the Federal Government. You may need to file a **Beneficial Ownership Information Report (BOI Report)** with the U.S. Treasury's Financial Crimes Enforcement Network (FinCEN) within 90 days of registering your business. Updates or corrections to reports must be submitted within 30 days of becoming aware of the change. Go to <https://www.fincen.gov/boi> for more information and to submit your electronic report. **DO NOT SUBMIT THESE REPORTS TO THIS OFFICE.**

Contact information for FinCEN:  
Email: [FRC@fincen.gov](mailto:FRC@fincen.gov)  
Phone Number: 1-800-767-2825  
Website: <https://www.fincen.gov/contact>

One Ashburton Place, 17th Floor • Boston, Massachusetts 02108 • [617-727-9640](tel:617-727-9640)  
[www.sec.state.ma.us/cdr](http://www.sec.state.ma.us/cdr)

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is entered into on this 12<sup>th</sup> day of March, 2024 (“**Effective Date**”), with a Closing Date of April 1, 2024 (as provided herein), by and between TABERNA DE HARO, INC. a Massachusetts Corporation located at 999 Beacon Street, Brookline, MA 02446, (“**SELLER**”); and WEISSER LLC, a Massachusetts Limited Liability Company of 999 Beacon Street, Brookline, MA 02446 (“**BUYER**”). The Seller and Buyer are sometimes individually referred to herein as a “**Party**,” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Seller is engaged in the business of restaurant specializing in Spanish cuisine with an all alcohol license for on premise consumption; (the “**Business**”); and

**WHEREAS**, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the rights and obligations of Seller to the Assets (as hereafter defined), subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I. PURCHASE AND SALE

**Section 1.01 Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement and effective at the Closing (as defined in Article 2 below), the Seller agrees to sell, assign and convey to the Buyer, and the Buyer agrees to purchase, acquire and accept from Seller, the following property and assets of the Seller, which are used in connection with the Business (collectively, the “**Assets**”):

- (a) all items described in **Schedule 1.01**, attached hereto, and furniture, fixtures and equipment used in the business being sold;
- (b) all current customer content or contact information and any notes or records kept on Open Table,
- (c) all business licenses, permits, authorizations and approvals with respect to the Business, including the all alcohol beverage license, as well as all pending applications therefore or renewals thereof, but only to the extent transferable to the Buyers; all of which transfers shall be at Buyer’s sole expense and permitting;
- (d) all warranties appurtenant to the Assets, to the extent assignable;
- (e) all goodwill of the Seller related to the Business;
- (f) all claims of the Seller against third parties relating to the Assets, whether

### 3.O.

choate or inchoate, known or unknown, contingent or noncontingent, except to the extent that such claims are Excluded Assets as set forth in Section 1.02;

(g) all unearned revenue from customer prepayments and/or deposits. For purposes of this Section 1.01 "**Unearned Revenue**" shall include, but is not be limited to, prepaid customer payments and/or deposits made to Business for any and all services to be provided by, or goods to be sold or leased by Business; and

(h) all rights to the telephone number (617-277-8272) and website ([tabernaboston.com](http://tabernaboston.com)) associated with the Business.

The Buyer acknowledges and agrees that the Assets listed in **Schedule 1.01** shall be transferred to the Buyer, and the Buyer hereby accepts the Assets, in their condition, on the Effective Date of this Agreement, reasonable use and wear thereof excepted, "as is," "where is" and "with all faults," with no warranties, including, without limitation, any warranties of merchantability or fitness for a particular purpose, with respect to the property, any and all of which warranties (both express and implied) Seller hereby disclaims.

**Section 1.02 Excluded Assets.** Other than those Assets set forth in Section 1.01 and notwithstanding any other provision herein to the contrary, the Buyer acknowledges and agrees that the Seller is not selling, assigning, or conveying, and the Buyer is not purchasing, acquiring, or accepting any of the Seller's assets, and/or bank accounts and cash on hand, (collectively, the "**Excluded Assets**"), including those assets listed on **Schedule 1.02**.

**Section 1.03 No Assumed Liabilities.** Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform, or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever. For purposes of this Agreement: (i) "**Liabilities**" means liabilities, obligations, or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise; (ii) "**Affiliate**" of an Entity means any other Entity (as hereafter defined) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity; and (ii) the term "**control**" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract, or otherwise. For purposes of this Agreement "**Entity**" shall mean any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority (as hereafter defined), unincorporated organization, trust, association, or other entity.

**Section 1.04 Purchase Price.** The aggregate purchase price for the Assets shall be **Three Hundred Seventy Five Thousand and no/100 dollars** (\$375, 000.00). An allocation of the Purchase Price is attached hereto, as **Schedule 1.04**, which shall be adjusted, depending on the value of the tangible assets and inventory of the Business upon Closing. Buyer shall pay the Purchase Price in accordance with Section 1.05, subject to the Purchase Price Adjustment in Section 1.06.



### 3.O.

**Section 1.05 Payment of Purchase Price.** Subject to adjustment as provided in Section 1.06, the Purchase Price shall be paid as follows:

- (a) One Hundred Thousand (\$100,000.00), to be paid by Buyer to Seller at Closing;
- (b) Two Hundred Seventy Five Thousand dollars (\$275,000.00) plus the adjusted price for inventory and supplies, to be paid by Buyer to Seller in accordance with the terms of a Promissory Note from Buyer to Seller, with simple interest (not compound interest) at 5% per annum, for a term of five (5) years. The Note will be secured by a Security Agreement and UCC Filing Statement and by personal guarantees of the principal of buyer.

**Section 1.06 Purchase Price Adjustment.**

- (a) The Purchase Price shall be subject to adjustment as follows:

Seller shall credit the Buyer the amount of Two Thousand and 00/100 Dollars (\$2,000.00), which has been previously paid to Seller as a deposit.

Buyer will pay at closing in addition to the purchase price the value of the agreed upon inventory for alcohol, food products and all paper goods, to be valued 3 days prior to closing at cost less a 10% discount. Buyer will not be obligated to purchase any open, expired/out of code, stale, or damaged inventory.

All other contracts for maintenance, trash removal, linens and the like are to be paid up to the date of closing by Seller and assumed by Buyer at closing with an adjustment at closing for any partial month.

**Section 1.07 Third-Party Consents.** To the extent that Seller's rights under any Purchased Asset may not be assigned to Buyer without the consent of another Entity which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Buyer, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights,

## ARTICLE II. CLOSING

**Section 2.01 Closing.** Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at 12:00 noon on the 1st day of May, 2024 at the office of Buyer's counsel, 444 Washington Street, Brighton, Massachusetts 02135, or at such time and place mutually agreed upon by Seller and Buyer. The date on which the Closing is to occur is herein referred to as the "**Closing Date**." If by May 1, 2024 the Board of Selectman for the Town of Brookline has approved the transfer for the liquor license and the parties are waiting for approval of the ABCC,

### 3.O.

the closing date shall be extended for up to 60 days, provided application is made within 10 business days of signing. In that event, Closing Date shall be scheduled to a mutually agreed upon date and time, on or about seven days following ABCC approval. It is agreed that time is of the essence of this Agreement and shall remain of the essence regardless of each and any amendment, modification or extension of time under this Agreement, even if not specifically so referenced in said instrument.

**Section 2.02 Deliverables.** At Closing, the following shall be delivered:

- (a) The Buyer shall deliver to Seller the payment under Section 1.05(a);
- (b) The Parties shall execute the Promissory Note, attached hereto, as **Exhibit A**;
- (c) Seller shall transfer the Assets to Buyer by delivery of an executed Bill of Sale, warranting that Seller has good and marketable title to the Assets free and clear of any and all liens and encumbrances, except those as may be expressly provided herein;
- (d) A list of all contracts relating to the service, maintenance and repair of the Business, such other documents as necessary or appropriate to effectuate and carry out the intent of the Parties hereto;
- (e) Written verification from the Seller that all utilities, tax payments (if any) and rental payments for the Business and Premises have been paid through the Closing Date;
- (f) A certificate of good standing from the Massachusetts Secretary of the Commonwealth;
- (g) A Corporate Tax Waiver from the Department of Revenue; and
- (h) A release by the Department of Unemployment Compensation.

**Section 2.03 Termination Events.** By providing notice prior to or at the Closing, this Agreement may be terminated as follows:

- (a) By mutual consent of Buyer and Seller;
- (b) By Buyer if the Closing has not occurred on or before the Closing Date, or such later date as the Parties may agree upon, unless the Buyer is in material breach of this Agreement; or
- (c) By Seller if the closing has not occurred on or before the Closing Date, or such later date as the Parties may agree upon, unless the Seller is in material breach of this Agreement.

### 3.O.

(d) License/Permits Contingency

This Agreement is conditioned upon Buyer obtaining any and all licenses necessary to operate the same Spanish cuisine business located on the premises, including, but not limited to

- (1) common victualler's license;
- (2) permit to operate food establishment; and
- (3) On premises All Alcohol Liquor License approved by the Town of Brookline and the ABCC of Massachusetts;

(e) Lease Assumption Contingency

This Agreement is conditioned upon Buyer entering into a Lease Assumption, mutually agreed upon by the Buyer and the Seller's current landlord.

### ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof.

**Section 3.01 Organization and Authority of Seller.** Seller is an Massachusetts Corporation, located at 999 Beacon Street, Brookline, MA 02446. Seller has full power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other transaction document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite company and member action on the part of Seller. This Agreement and the transaction documents constitute legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

**Section 3.02 No Conflicts or Consents.** The execution, delivery, and performance by Seller of this Agreement and the other transaction documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the articles of organization or other governing documents of Seller; (b) violate or conflict with any provision of any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, or rule of law of any Governmental Authority (collectively, "**Law**") or any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any Governmental Authority ("**Governmental Order**") applicable to Seller, the Business, or the Assets; (c) require the consent, notice, declaration, or filing with or other action by any Entity or require any permit, license, or

### 3.O.

Governmental Order; (d) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel any contract to which Seller is a party or by which Seller or the Business is bound or to which any of the Assets are subject (including any assigned contract); or (c) result in the creation or imposition of any charge, claim, pledge, equitable interest, lien, security interest, restriction of any kind, or other encumbrance ("*Encumbrance*") on the Assets. For the purpose of this Agreement, "*Governmental Authority*" shall mean any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

**Section 3.03 Undisclosed Liabilities.** Seller has no undisclosed liabilities with respect to the Business that would negatively impact the value of the assets being conveyed.

**Section 3.04 Title to Assets.** Seller has good and valid title to all of the Assets, free and clear of any encumbrances of any form, whatsoever, except as described herein under excluded assets.

**Section 3.05 Condition and Sufficiency of Assets.** Each tangible item of the Assets is structurally sound, is in good operating condition and repair, and is adequate for the uses to which it is being put, and no tangible item of the Assets needs maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

**Section 3.06 Inventory.** All Inventory (as hereafter defined), whether or not reflected in the Financial Statements or other information provided by the Seller to the Buyer, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective, or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. For the purposes of this Agreement, "*Inventory*" shall refer to all inventory, furnished goods, raw materials, work in progress, packaging, supplies, parts and tools. Buyer will not be obligated to purchase any open, expired/out of code, stale, or damaged inventory.

**Section 3.07 Legal Proceedings; Governmental Orders.**

- (a) There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (each an "*Action*" or collectively, "*Actions*") pending or, to Seller's knowledge, threatened against or by Seller: (a) relating to or affecting the Business, or the Assets; or (b) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.
- (b) There are no outstanding Governmental Orders against, relating to, or affecting the Business or the Assets.

### 3.O.

**Section 3.08 Compliance with Laws.** Seller, to the best of Seller's knowledge, is in compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Assets.

**Section 3.09 Taxes.** All Taxes due and owing by Seller that materially negatively impact the value of the Assets have been, or will be, timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller. The term "**Taxes**" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

**Section 3.10 Exclusive Dealing.** During the period from the Effective Date of this Agreement through the date of Closing, Seller shall not take any action to directly or indirectly encourage, initiate or engage in discussions or negotiations with or provide any information to any corporation, partnership, person or other entity or group, other than Buyer, concerning the sale of the Assets and properties of Seller, or any transaction similar to the foregoing involving Seller.

**Section 3.11 Full Disclosure.** No representation or warranty by Seller in this Agreement and no statement contained in the schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any knowingly untrue statement of a material fact, or knowingly omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

#### ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof.

**Section 4.01 Organization and Authority of Buyer.** Buyer is a Massachusetts Limited Liability Company, located at 999 Beacon Street, Brookline, MA 02446. Buyer has full power and authority to enter into this Agreement and the other transaction documents to which Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate, board, and shareholder action on the part of Buyer. This Agreement and the transaction documents constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

### 3.O.

**Section 4.02 No Conflicts; Consents.** The execution, delivery, and performance by Buyer of this Agreement and the other transaction documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the articles of incorporation, bylaws, or other organizational documents of Buyer; (b) violate or conflict with any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any Entity or require any permit, license, or Governmental Order.

**Section 4.03 Legal Proceedings.** There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

#### ARTICLE V. INDEMNIFICATION

**Section 5.01 Survival.** All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the Closing.

**Section 5.02 Indemnification by Seller.** Subject to the other terms and conditions of this Article V, Seller shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, or with respect to:

- (a) any willful material inaccuracy in or any willful material breach of any of the representations or warranties of Seller contained in this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);
- (b) any material breach or any material non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto.
- (c) any Third-Party Claim based upon, resulting from, or arising out of the business, operations, properties, assets, or obligations of Seller or any of its Affiliates (other than the Assets) conducted, existing, or arising on or prior to the Closing Date. For purposes of this Agreement, "**Third Party Claim**" means notice of the assertion or commencement of any Action made or brought by any Entity who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing.

**Section 5.03 Indemnification by Buyer.** Subject to the other terms and conditions of this Article V, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the “*Seller Indemnitees*”) against, and shall hold each of them harmless from and against any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, or with respect to:

- (a) any willfully material inaccuracy in or any willfully material breach of any of the representations or warranties of Buyer contained in this Agreement or any schedule, certificate, or exhibit related thereto as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);
- (b) any material breach or any material non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement or any schedule, certificate, or exhibit related thereto; or
- (c) any Third-Party Claim based upon, resulting from, or arising out of the business, operations, properties, assets, or obligations of Buyer or any of its Affiliates conducted, existing, or arising on or after the Closing Date. For purposes of this Agreement, “*Third Party Claim*” means notice of the assertion or commencement of any Action made or brought by any Entity who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing.

**Section 5.04 Indemnification Procedures.** Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification (the “*Indemnified Party*”) shall promptly provide written notice of such claim to the other Party (the “*Indemnifying Party*”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by an Entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed).

**Section 5.05 Cumulative Remedies.** The rights and remedies provided in this Agreement are cumulative and are in addition to and not in substitution for any other rights and

### 3.O.

remedies available at law or in equity or otherwise.

#### ARTICLE VI. MISCELLANEOUS.

**Section 6.01 Expenses.** Each party shall bear all of its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby. To the extent one Party initially bears any costs or expenses that are the responsibility of another Party, that other Party shall reimburse the Party that initially bore such expenses promptly upon request.

**Section 6.02 Notices.** Any notice, request, demand, waiver, consent, approval, or other communication which is required or permitted by this Agreement shall be in writing and shall be deemed duly given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) upon receipt if mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:

**If to Seller:**

Name: Deborah Hansen

Address: 999 Beacon Street, Brookline, MA

Email: deborahhansen9@gmail.com

With a copy to:

Angelique M. Eliopoulos, Esq.  
Eliopoulos & Eliopoulos, PC  
9 North Road, Suite 201  
Chelmsford, MA 01824  
Telephone: 978-250-3800  
Fax: 978-244-0007  
E-Mail: Angelique@eliopouloslaw.com

**If to Buyer:**

Name: Kristina Weiss

Address: 166 Endicott Apt 1, Boston, MA 02113

Email: weisskristie@gmail.com

With a copy to:



### 3.O.

Anthony J. Donato, Esquire  
444 Washington Street  
Brighton, MA 02135  
(P) 617-254-1555  
(F) 617-254-6138  
Email: donatolaw@gmail.com

The person and place of where notice shall be sent may be changed by either Party giving written notice to the other in accordance with this Section 6.02. Said notice shall be effective upon receipt.

**Section 6.03 Interpretation; Headings.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 6.04 Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

**Section 6.05 Entire Agreement.** This Agreement and the other transaction documents constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other transaction documents or schedules (other than an exception expressly set forth as such in the transaction documents or schedules), the statements in the body of this Agreement will control.

**Section 6.06 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Article 06 shall be null and void. No assignment shall relieve the assigning Party of any of its obligations hereunder.

**Section 6.07 Amendment and Modification; Waiver.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

**Section 6.08 Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the

### 3.O.

Commonwealth of Massachusetts or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in the town of Brookline in Norfolk County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

**Section 6.09 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


**Section 6.10 Conduct of Business.** The Seller will be conduct the Business with the same level of effort until the closing date as the Seller has expended on its own accord prior to the closing and in accordance with applicable laws, rules and regulations of the town, state and federal governments.


Section 6.11 Buyer agrees to display and sell Seller's Cookbook once it is published. This provision shall survive the closing.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

TABERNA DE HARO, INC

WEISSER LLC

By:   
Name: Deborah Hansen  
Title: President and Treasurer

By:   
Name: Kristina Weiss  
Title: Manager

## 3.O.

### **Schedule 1.01 Purchased Assets**

1. Inventory and Supplies at an additional price (at cost less a 10% discount);
2. Fixtures\*;
3. Tools\*; and
4. Equipment\*;
5. The Name of the Business;
6. Telephone Number;
7. Website Domain;
8. Customer List; and
9. Suppliers' List

- **See Schedule 1.03**

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#### **Schedule 1.02 Excluded Assets**

1. All Cash and deposits (Existing Cash Account);
2. All Accounts Receivable owed for work performed until the date of Closing;
3. All Art that is on loan to Seller, including
  - a. Two large photographs/Still Lifes by Francine Zaslou
  - b. Several photographs by Wayne Chinnock
  - c. Two photographs owned by Deborah Hansen (“Octopus” and “Shimp and Sherry”)

These items shall be returned to the Artist or the owner upon request. In the alternative, if the business is sold by Buyer in the future, all art shall be returned to the Artists (Seller shall provide Buyer with contact information for the Artists). All risk of loss shall remain with the Seller except for losses occasioned by negligence or misconduct of Buyer or Buyer’s agents. This provision shall survive the closing.

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## Schedule 1.03

Description	Quantity
Sandwich Refrigerator- 3 feet	1
Six Burner Stoves- Imperial	2
Four Burner Plancha	1
2 drawer Refrigerator	1
Gas Grill	1
2 basket Fryolator	1
Sandwich refrigerator- 5 feet	1
Sandwich Refrigerator- 48"	1
Bottle Frigerator- glass doors	1
60 Inch Refrigerator	1
Sandwich Refrigerator- 60 inch	1
Marble Top work table- Square	1
Brick Oven- Gas	1
Storage Table	1
Legand Slicer	1
Low Tables	13
Chairs	38
High Table	9
Bar Stools	37
Under Bar Refrigerator- 8ft	1
Under Bar Refrigerator- 6ft	1
Under Bar Freezer	1
Under Bar Dishwasher	1
Ice Well	3
Liquor Speed Rail	2
Hand sinks	6
Assorted glassware and bar tools	
POS System- Stationary	3
Cash Drawer	1
Printers	4
Draft System- Not in use	1
Espresso Machine	1
Wooden shelf	1
Antique Back Bar	1
Metro racks	14
Three Bay Sink	2
Dishwasher	1
Assorted dishwasher Supplies	
Mini Vanity	1
Trash Cans	6
Espana Mural	

### 3.O.

Bird Framed Photos	2
Spanish Posters- framed	9
Ice Machine	1
Kitchen table	2
Small Storage table	1
Freezer- Reach in	1
Walk in	1
Air Conditioner (portable 2 great, 2 not so great)	4
Shelves	1
Slicer (does not work great)	1
Robot Coup	1
Two Bay Sink	1
Patio Tables	13
Coffin Freezer	1
Metro Racks- Full of catering	2
Hear Lambs	1
Sushi Refrigerator (countertop)	1
Coolers	2
Patio Chairs	48
Latter	2
Grease Trap (cleaned twice a year)	2
Soda System- Rented	1
Beer Frig	1
Tabletops	12
Wooden Shelves- Liquor Room	2
Built in Shelving Unit	2
Wooden Shelving	15
Assorted Plastic and metal cookware	
Knife Sharpener	1
Planters	10
IPADS	2

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#### Schedule 1.04 Purchase Price Allocation

Goodwill	\$125,000.00
Inventory, Plants and Containers, Furniture, Fixtures, Equipment	\$250,000.00
<b>TOTAL PURCHASE PRICE</b>	<b>\$375,000.00</b>

**EXHIBIT A  
PROMISSORY  
NOTE**

**STBD (275,000 plus inventory)**

\_\_\_\_\_ + 1, 2024

**Borrower: Kristina Weiss  
Lender Deborah Hansen**

**FOR VALUE RECEIVED, BORROWER** (hereinafter referred to as "**Borrower**"), promises to pay to the order of **LENDER** (hereinafter referred to as "**Lender**"), or to its successors, designees, assigns, or order, at a place designated by Lender, the principal sum \_\_\_\_\_ ) **dollars**, together with simple (not compound) interest no greater than **Five Percent (5%) per annum**.

There is no penalty for early repayment in full or for partial prepayments.

**I. Promise to Pay**

All payments to Lender hereunder shall be made payable to Lender, either by electronic funds transfer, or check delivered to Lender at the following address: 600 Washington Street, Brookline, MA 02446

**II. Repayment**

The principal amount hereof shall be paid as follows: sixty (60) equal monthly installments of principal and interest in the amount of \_\_\_\_\_, said monthly payments beginning on \_\_\_\_\_, and continuing on the first (1<sup>st</sup>) of each and every month during the sixty month term. Payments shall be applied to interest before principal. The entire principal and any accrued interest shall be due and payable on \_\_\_\_\_.

**III. Transfer of the Note**

Each party hereby waives any notice of the transfer of this Note by the other party or by any subsequent holder of this Note, agrees to remain bound by the terms of this Note subsequent to any transfer, and agrees that the terms of this Note may be fully enforced by any subsequent holder of this Note.

**IV. Amendment; Modification; Waiver**

No amendment, modification, or waiver of any provision of this Note or consent to depart therefrom shall be effective unless by written agreement signed by both Borrower and Lender.



**V. Successors**

The terms and conditions of this Note shall inure to the benefit of and be binding jointly and severally upon the successors, assigns, heirs, survivors, and personal representatives of Borrower and shall inure to the benefit of any holder, its legal representatives, successors, and assigns.

**VI. Breach of Note**

No breach of any provision of this Note shall be deemed waived unless it is explicitly waived in writing by either party. No course of dealing and no delay on the part of either party in exercising any right will operate as a waiver thereof or otherwise prejudice that party's rights, powers, or remedies. No right, power, or remedy conferred by this Note upon the parties will be exclusive of any other rights, power, or remedy referred to in this Note, or now or hereafter available at law, in equity, by statute, or otherwise.

**VII. Governing Law**

This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the Commonwealth of Massachusetts without reference to, and regardless of, any applicable choice or conflict of law principles.

**VIII. Notice**

For purposes of all Notices required or made hereunder, the following addresses shall be used unless modified in writing delivered to the opposite party at their mailing address:

Borrower: 166 Endicott Street, Apt. 1, Boston, MA 02113

Lender: 600 Washington Street, Brookline, MA 02446

Any notices that must be given under this Note (except for payments) shall be in writing and sent by certified or registered mail, return receipt requested, postage prepaid.

**IX. Miscellaneous**

Borrower hereof shall have the right to prepay this debt at any time without penalty or premium. Should any installment not be paid within fifteen (15) days of its due date, the entire unpaid principal sum evidenced by this note shall, at the option of the Lender, after a thirty (30) day right to cure period commencing when written notice of non-payment is received by Borrower, become due and may be collected forthwith, time being of the essence of this contract. It is further agreed that failure of the Lender to exercise this right of accelerating the maturity of the debt, or indulgence granted from time to time, shall in no event be considered as a waiver of such right of acceleration or stop the Lender from exercising such right.

This Note is not subject to offset or reduction or any reason with the exception of payments made

### 3.O.

to the Borrower by gift cards. Borrower shall provide Lender with written proof of such payment by gift card, and the Borrower shall be entitled to deduct the amount of such payments from the monthly amount due under the terms of this Note.

The Parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this agreement in its entirety.

**WITNESS:**

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

**LENDER:**

By: \_\_\_\_\_ (SEAL)  
Date: \_\_\_\_\_

**WITNESS:**

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

**BORROWER:**

By: \_\_\_\_\_ (SEAL)  
Date: \_\_\_\_\_

Title	Asset Purchase Hansen Final.pdf
File name	Asset%20Purchase%20Hansen%20Final.pdf
Document ID	9a7afefa2a0236c4c574fa9d78bb395288460b4d
Audit trail date format	MM / DD / YYYY
Status	✳ Signed

This document was requested from [app.clio.com](https://app.clio.com)

## Document History



SENT

03 / 12 / 2024

18:37:29 UTC

Sent for signature to Debra Hansen  
(deborahhansen9@gmail.com) and Kristie Weiss  
(weisskristie@gmail.com) from nikki@eliopouloslaw.com  
IP: 24.63.249.217



VIEWED

03 / 12 / 2024

19:31:04 UTC

Viewed by Kristie Weiss (weisskristie@gmail.com)  
IP: 174.196.207.175



SIGNED

03 / 12 / 2024

19:32:12 UTC

Signed by Kristie Weiss (weisskristie@gmail.com)  
IP: 174.196.207.175



VIEWED

03 / 12 / 2024

20:14:58 UTC

Viewed by Debra Hansen (deborahhansen9@gmail.com)  
IP: 73.149.115.7



SIGNED

03 / 12 / 2024

20:15:53 UTC

Signed by Debra Hansen (deborahhansen9@gmail.com)  
IP: 73.149.115.7



COMPLETED

03 / 12 / 2024

20:15:53 UTC

The document has been completed.

JESSE D WEISS  
 KRISTINA LEE WEISS  
 [REDACTED]

Statement Summary

Account Number	Type	Balance
[REDACTED]	Performance Checking	115,350.63

Account Summary for Performance Checking - [REDACTED]

Starting Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charges	=	Ending Balance
7,095.49		115,426.24		0.00		7,171.10		0.00		115,350.63

Transactions for Performance Checking [REDACTED]

Date	Description	Checks/ Debits	Deposits/ Credits	Balance
02-01	[REDACTED]			7,095.49
02-01	[REDACTED]		591.87	7,687.36
02-01	[REDACTED]	-223.24		7,464.12
02-01	[REDACTED]	-5.66		7,458.46
02-01	[REDACTED]	-280.00		7,178.46
02-02	[REDACTED]		1,538.84	8,717.30
02-02	[REDACTED]	-11.99		8,705.31
02-02	[REDACTED]	-6.44		8,698.87
02-03	[REDACTED]	-14.86		8,684.01
02-05	[REDACTED]		1.54	8,685.55
02-05	[REDACTED]	-9.99		8,675.56
02-05	[REDACTED]	-27.72		8,647.84

JESSE D WEISS  
KRISTINA LEE WEISS  
[REDACTED]

Performance Checking [REDACTED] CONTINUED

Date	Description	Checks/ Debits	Deposits/ Credits	Balance
02-05	[REDACTED]		19.88	8,667.72
02-05	[REDACTED]	-8.88		8,658.84
02-05	[REDACTED]	-8.91		8,649.93
02-05	[REDACTED]	-100.00		8,549.93
02-06	[REDACTED]	-6.25		8,543.68
02-06	[REDACTED]	-10.00		8,533.68
02-06	[REDACTED]	-2,000.00		6,533.68
02-07	[REDACTED]	-9.55		6,524.13
02-07	[REDACTED]		109,642.00	116,166.13
02-07	[REDACTED]	-13.30		116,152.83
02-08	[REDACTED]		1,558.70	117,711.53
02-08	[REDACTED]	-5.79		117,705.74
02-09	[REDACTED]		1,079.85	118,785.59
02-09	[REDACTED]	-2,000.00		116,785.59
02-12	[REDACTED]	-62.00		116,723.59
02-12	[REDACTED]	-8.72		116,714.87
02-12	[REDACTED]	-100.00		116,614.87
02-12	[REDACTED]	-100.00		116,514.87
02-13	[REDACTED]	-5.48		116,509.39
02-13	[REDACTED]	-10.00		116,499.39
02-13	[REDACTED]	-50.18		116,449.21
02-13	[REDACTED]	-150.99		116,298.22

JESSE D WEISS  
KRISTINA LEE WEISS  
[REDACTED]

Performance Checking - [REDACTED] CONTINUED

Date	Description	Checks/ Debits	Deposits/ Credits	Balance
02-14	[REDACTED]		428.22	116,726.44
02-14	[REDACTED]	-12.00		116,714.44
02-14	[REDACTED]	-140.98		116,573.46
02-14	[REDACTED]	-224.00		116,349.46
02-15	[REDACTED]		465.34	116,814.80
02-15	[REDACTED]		100.00	116,914.80
02-15	[REDACTED]	-7.93		116,906.87
02-15	[REDACTED]	-35.00		116,871.87
02-16	[REDACTED]	-21.24		116,850.63
02-16	[REDACTED]	1,500.00		115,350.63

Checks for Performance Checking - [REDACTED]

Date	Check Number	Amount
02-09	263	2,000.00

\* denotes a missing check  
(E) Electronic Check

ASSIGMENT OF LEASE

The standard form commercial lease dated 2/8/12 between Henderson Properties Partnership, Lessor and Taberna deHaro, Inc., Lessee is hereby assigned to:

Weisser LLC, Kristina Weiss, 999 Beacon Street, Brookline, MA 02446

This assignment is effective May 1, 2024 - February 28, 2034. Kristina Weiss is also personally responsible for all lease terms, conditions and payments as an individual and guarantor. Taberna deHaro, Inc. and Deborah Hansen as an individual and guarantor remain fully responsible for all terms and conditions and payments of this lease through February 28, 2034.

Weisser LLC, has paid a security deposit of \$10,041 at the execution of this assignment of lease. Their security deposit will be commingled with other funds of Henderson Properties Partnership and will not pay any interest to Weisser LLC. The security deposit of \$8075. by Taberna deHaro, Inc. has been returned to them at the execution of this assignment of lease.

Weisser LLC

K. Weiss 3/13/24

[Signature] 3/13/24

Kristina Weisser  
as individual and guarantor

Henderson Properties Partnership

by: [Signature] 3/13/24

Lessor, Fred J. Shaughnessy,  
General Partner

Taberna deHaro, Inc.

Deborah Hansen 3/13/24

Deborah Hansen 3/13/24

Deborah Hansen  
as individual and guarantor

## EXTENSION OF LEASE

The standard form commercial lease dated 2/8/12 between Henderson Properties Partnership, Lessor and Taberna deHaro, Inc. Lessee is hereby extended by ten (10) years to expire on February 28, 2034.

All terms and conditions of the lease remain in force and effect. Rent will be adjusted as shown below.

Addendum 27 R is added:

Lessee must regularly clean all grease traps, sinks, plumbing and have a professional grease disposal company provide a grease container and dispose of it regularly.

It is also understood and agreed that:

The fixed rent in Paragraph #4 is the schedule shown below and will increase annually according to the CPI Adjustment in Paragraph 6C and as follows:

The annual rent will be the higher of the fixed rent on June 1, 2023 (\$96,900 annually, \$8075 mo) adjusted by CPI or the stepped up fixed rent shown below which will also be adjusted annually for CPI.

Rent step will be:

FIXED RENT	ANNUALLY	MONTHLY
June 1, 2023 - February 29, 2024	\$96,900	\$8,075
March 1, 2024- February 28, 2025	99,300	8,275
2025 2026	\$101,700	8,475
2026 2027	104,100	8,675
2027 2028	106,500	8,875
2028 2029	108,900	9,075
2029 2030	113,300	9,275
2030 2031	113,700	9,475
2031 2032	116,100	9,675
2032 2033	118,500	9,875
2033 2034	120,492	10,041



Rent may be adjusted further for Real Estate taxes per Paragraph 6A

Taberna deHaro, Inc.  
by: Deborah J. Hansen 8/22/23  
Lessee Date

Henderson Properties Partnership  
by: [Signature] 8/23/23  
Fred J. Shaughnessy, Jr.  
General Partner

Deborah Hansen 8/22/23  
Deborah Hansen Date  
Individually and as Guarantor

STANDARD FORM COMMERCIAL LEASE

Henderson Properties Partnership

1. PARTIES (fill in)

LESSOR, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to

Taberna deHaro, Inc. 250 Lincoln Street, Lexington, MA 02421

2. PREMISES (fill in and include, if applicable, suite number, floor number, and square feet)

LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

The two stores at 999 & 1001 Beacon Street, Brookline, MA together with the basements thereunder.

together with the right to use in common with others entitled thereto to the hallways, stairways, and elevators, necessary for access to such leased premises and to maintain and repair the same.

3. TERM (fill in)

The term of this lease shall be for Twelve (12) years and one half month commencing on 2/15/2012 and ending on February 29, 2024

4. RENT (fill in)

The LESSEE shall pay to the LESSOR fixed rent at the rate of see addendum dollars per year, payable in advance in monthly installments of see addendum subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction.

5. SECURITY DEPOSIT (fill in)

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$8075.00 dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT

If in any tax year commencing with the fiscal year 2013, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year 2012 (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, 33 percent of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE. Pursuit of abatement shall be at the sole discretion of the lessor.

A. TAX ESCALATION (fill in or delete)

The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by LESSOR, percent of any increase in operating expenses over those incurred during the calendar year. Operating expenses are defined for the purposes of this agreement as all costs and expenses incurred by the LESSOR during any calendar year in connection with the operation and maintenance of the land and buildings of which the leased premises are a part, including without limitation insurance premiums, license fees, janitorial service, landscaping and snow removal, employee compensation and fringe benefits, equipment and materials, utility costs, repairs, maintenance and any capital expenditure (reasonably amortized with interest) incurred in order to reduce other operating expenses or comply with any governmental requirement.

B. OPERATING COST ESCALATION (fill in or delete)

This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.

C. CONSUMER PRICE ESCALATION (fill in or delete)

(1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100)" (hereinafter referred to as the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above the cost of living as reflected by the Price Index for the month of Jan, 2012 (hereinafter called the "Base Price Index"), the fixed rent shall be adjusted in accordance with sub-paragraph (2) of this Article.

Handwritten signatures and initials.



(2) Commencing as of the first anniversary of the term commencement date, there shall be an adjustment (hereinafter referred to as "Adjustment") in the fixed rent calculated by multiplying the fixed rent set forth in Article 4 by a fraction, the numerator of which shall be the Price Index for the month of January and the denominator of which (for each such fraction) shall be the Base Price Index, PROVIDED, HOWEVER, no Adjustment shall reduce the fixed rent as previously payable in accordance with this Article or Article 4.

(3) In the event the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.

7. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. ~~The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.~~

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

The LESSEE shall use the leased premises only for the purpose of

A Spanish Tapas Restaurant with auxiliary sales of wine, beer and liquor not to exceed 49% of gross sales.

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.

Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

\*delete "air conditioning" if not applicable

8. USE OF LEASED PREMISES  
(fill in)

9. COMPLIANCE WITH LAWS

10. FIRE INSURANCE

11. MAINTENANCE

A. LESSEE'S OBLIGATIONS

B. LESSOR'S OBLIGATIONS

12. ALTERATIONS -- ADDITIONS

13. ASSIGNMENT -  
SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

## 14. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.

15. LESSOR'S  
ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION  
AND LIABILITY  
(fill in)

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be the responsibility of the Lessees.

17. LESSEE'S  
LIABILITY  
INSURANCE  
(fill in)

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$1,000,000.\* with property damage insurance in limits of \$1,000,000. in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.\* Liquor Liability Insurance must also be provided.

18. FIRE,  
CASUALTY -  
EMINENT  
DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

19. DEFAULT  
AND  
BANKRUPTCY  
(fill in)

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 12 percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE  
(fill in)

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at 280 Hillside Ave

Needham, MA 02494

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. BROKERAGE  
(fill in or delete)

The Broker(s) named herein NONE

warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.

LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of or pursuant to Broker's attached commission schedule. The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.

23. CONDITION OF PREMISES

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.

24. FORCE MAJEURE

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

25. LATE CHARGE

If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

26. LIABILITY OF OWNER

No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

27. OTHER PROVISIONS

It is also understood and agreed that

See Attached Addendum

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals, this 8th day of February, 2012

Taberna deHar...  
by: Deborah Hansen president  
LESSEE  
Deborah Hansen

Henderson Properties Partnership  
by: Fred J. Shaughnessy, Jr.  
LESSOR  
General Partner  
LESSOR

LESSEE Deborah Hansen  
Individually and as Guarantor

BROKER(S)

### 3.O.

Addendum to lease dated February 8, 2012 for:  
999 and 1001 Beacon Street, Brookline, MA  
Lessor: Henderson Properties Partnership and  
Lessee: Taberna deHaro, Inc.

#### 27. Other Provisions

It is also understood and agreed that:

The fixed rent in Paragraph #4 is the schedule shown below and will increase annually according To the CPI Adjustment in Paragraph 6C and as follows:


The annual rent will be the higher of the fixed rent on June 1, 2012 (\$76,500 annually, \$6,375 mo) adjusted by CPI or the two (2) year stepped up fixed rent shown below which will also be adjusted annually for CPI.

Rent Step will be:

Fixed Rent	Annual	Monthly
Feb. 1, 2012 – Feb. 29, 2012		\$3,150
March 1, 2012 – March 31, 2012		3,150
April 1, 2012 – April 30, 2012		5,985
May 1, 2012 – May 31, 2012		5,985
June 1, 2012 – May 31, 2014	\$76,500	\$6,375
June 1, 2014 – May 31, 2016	79,800	6,650
June 1, 2016 – May 31, 2018	83,820	6,985
June 1, 2018 – May 31, 2020	87,900	7,325
June 1, 2020 – May 31, 2022	92,340	7,695
June 1, 2022 – May 31, 2023	96,900	8,075
June 1, 2023 – February 29, 2024		8,075

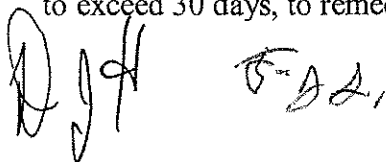
Rent may be adjusted further for Real Estate taxes per Paragraph 6A.

B. Lessee shall reimburse lessor for water/sewer bills ( separately metered) for leased premises within ten (10) days of receipt.

 F.A.L.

### 3.O.

- C. No overnight parking is allowed. No vehicle may be parked on premises except when the operator of that vehicle is actually working in this store- not at another location. Lessee shall park no more than one vehicle in space #1 and one vehicle in space #2 and may use space #8 as available. Said vehicles shall not block or impede access to or from the rest of the parking area. Lessor may change parking arrangements at its sole discretion at any time.
- D. Lessee may not change the size or shape of the exterior sign, but may change the lettering, subject to the approval of the Town of Brookline and the lessor.
- E. Lessee pays for its own fuel, electric, heat/air conditioning. Lessee may use the existing heat/air conditioning system and must maintain the system. Lessee will have the HVAC system serviced and filters changed) at least semi-annually. Lessor will not service, replace, repair any such system. Lessee accepts the premises "as is" – see paragraph #23.
- F. The basement of these stores has been subject to flooding and the intake of water in the past and this may occur again.
- G. Lessee's Liability Insurance and Certificates of Insurance showing at least \$1,000,000. CSL Liability Insurance for premises including Liquor Liability Insurance covering the lessee and the lessor shall include Henderson Properties Partnership, Fred J. Shaughnessy, Jr. and Susan Geary as additional insureds.
- H. This restaurant business may not be sold or ownership changed without the approval of the lessor.
- I. Lessee shall provide and properly maintain its own dumpster for all trash, garbage, etc. All trash, boxes, etc. must be inside the closed dumpster at all times.
- J. Lessee shall have a service contract with a pest control company to provide proper and regular treatment of rodents, roaches and other pests.
- K. Lessee shall provide proper venting and fire extinguishing equipment (ansul system) for all cooking devices, etc. Lessee shall also have a service contract for regular changing of filters and cleaning of such systems.
- L. Lessee will not serve breakfast or other products or food that compete with the existing bakery or existing bakery or existing Korean Food restaurant. Lessor will determine what products, etc. are acceptable if there is any conflict with products/foods, etc. between tenants.
- M. The continuation of this lease for the period 3/1/2012 – 2/29/ 2024 is contingent upon an annual review for reasonable compliance with occupancy, compliance with conditions for parking, hours of operation, pest control, rubbish control, products conflict, unruly patrons, odors or other disturbances to the building by lessee or its patrons. Upon such a review, lessor shall provide lessee with prompt notice of any non-compliance and allow lessee reasonable time, not to exceed 30 days, to remedy such non-compliance.



N. The purpose of the business shall be a tapas Spanish restaurant and use of the premises shall be primarily for a restaurant and not a bar room. As such, the sale of beer and wine and liquor shall be primarily auxiliary to the sale of food. Lessee shall be permitted to sell beer and wine and liquor individually provided that beer and wine and liquor sales do not exceed 49% of gross sales and that such sales do not result in unruly patrons, disorderly conduct or disturbances either inside or outside of the building. If at the lessor's sole discretion, the primary use of the premises changes from a restaurant to a bar room setting, the lessor shall provide lessee with notice and a reasonable opportunity not to exceed 30 days to remedy the situation and return to using the premises primarily as a restaurant. If after the first notice and cure period the lessor is still not satisfied with the lessee's

Use of the premises, the Lessor may terminate the lease subject to the following conditions:

- (1) Lessor provide lessee notice of lessor's decision to terminate the lease;
- (2) upon notice lessee immediately returns to using the premises primarily as a restaurant;
- (3) Lessor provides lessee up to four (4) months from the time of notice to relocate and/or sell the Business. Lessor hereby agrees not to unreasonably withhold permission to sell the business.

O. If any governmental control over rents for this location is imposed by any governmental authority ( town, state, federal, municipal, etc.) then lessor can terminate this lease with one year notice to Lessee.

P. If the CPI should increase by 25% or more for any twelve (12) month period, then the lessor can adjust the rent as described in paragraph 6C every three months rather than annually.

Q. In the event of a default by lessee under Paragraph 19, lessor shall have the obligation to use good faith efforts to re-let the premises.

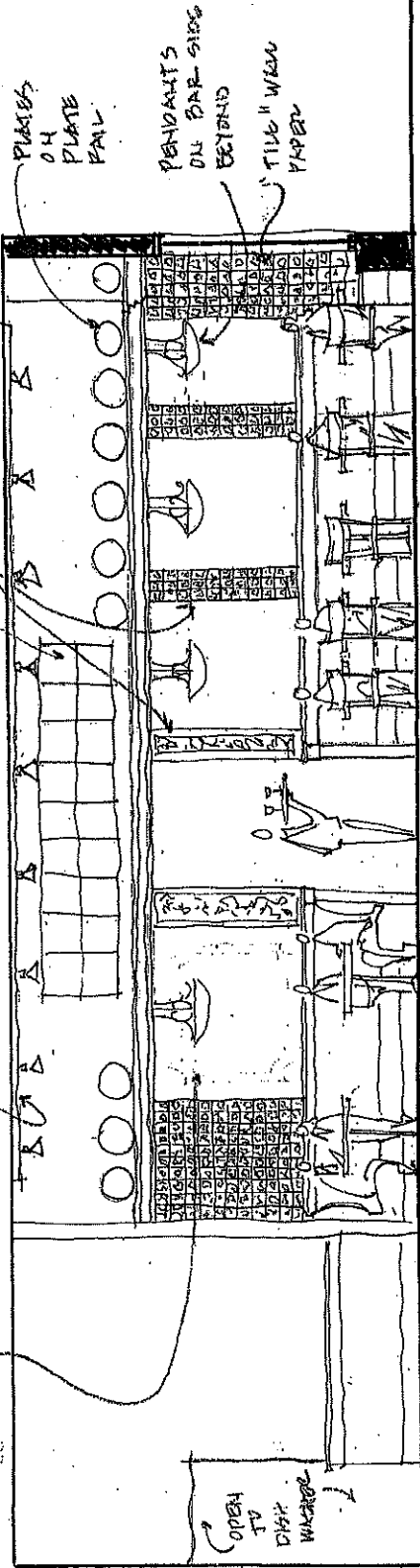
Taberna del Faro, Inc.  
 By: Deborah Hansen 2/8/12  
 Lessee Date  
Deborah Hansen 2/8/12  
 Deborah Hansen Date  
 Individually and as Guarantor

Henderson Properties Partnership  
 by: Fred J. Shaughnessy, Jr. 2/8/12  
 Lessor Fred J. Shaughnessy, Jr.  
 General Partner

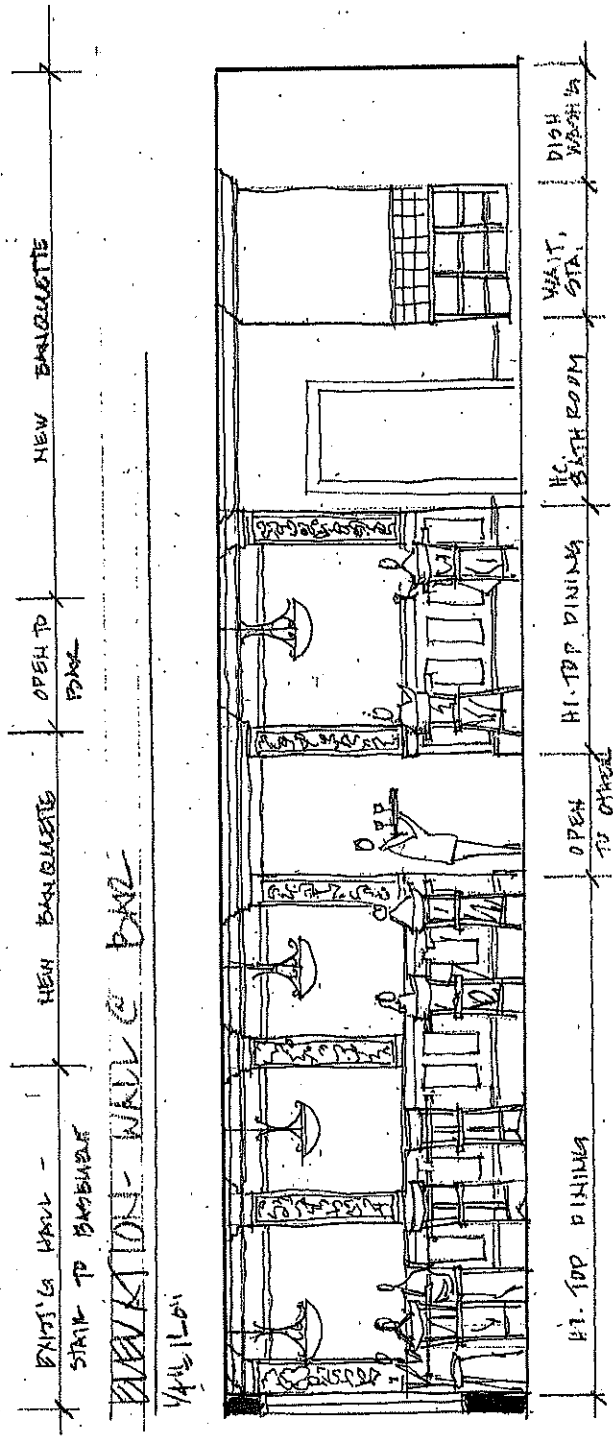


Drawing No. <b>SK-7</b>	Title: <b>ELEVATION</b> Scale: <b>1/4" = 1'-0"</b> Date: <b>7/15/12 Rev</b>	Project: <b>Taberna Dehoro</b> <b>999 Beacon Street</b> <b>Brookline, MA</b>	Architect: <b>1341 Massachusetts Avenue</b> <b>Lexington, MA 02420</b> <b>781-861-8873</b> <b>any.nastasi@gmail.com</b>
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AUT. IDEAS FOR COLUMNS -  
 1. WRAP IN TILE, WAX-PAPER  
 2. ATTACH DECORATIVE METAL PLATES

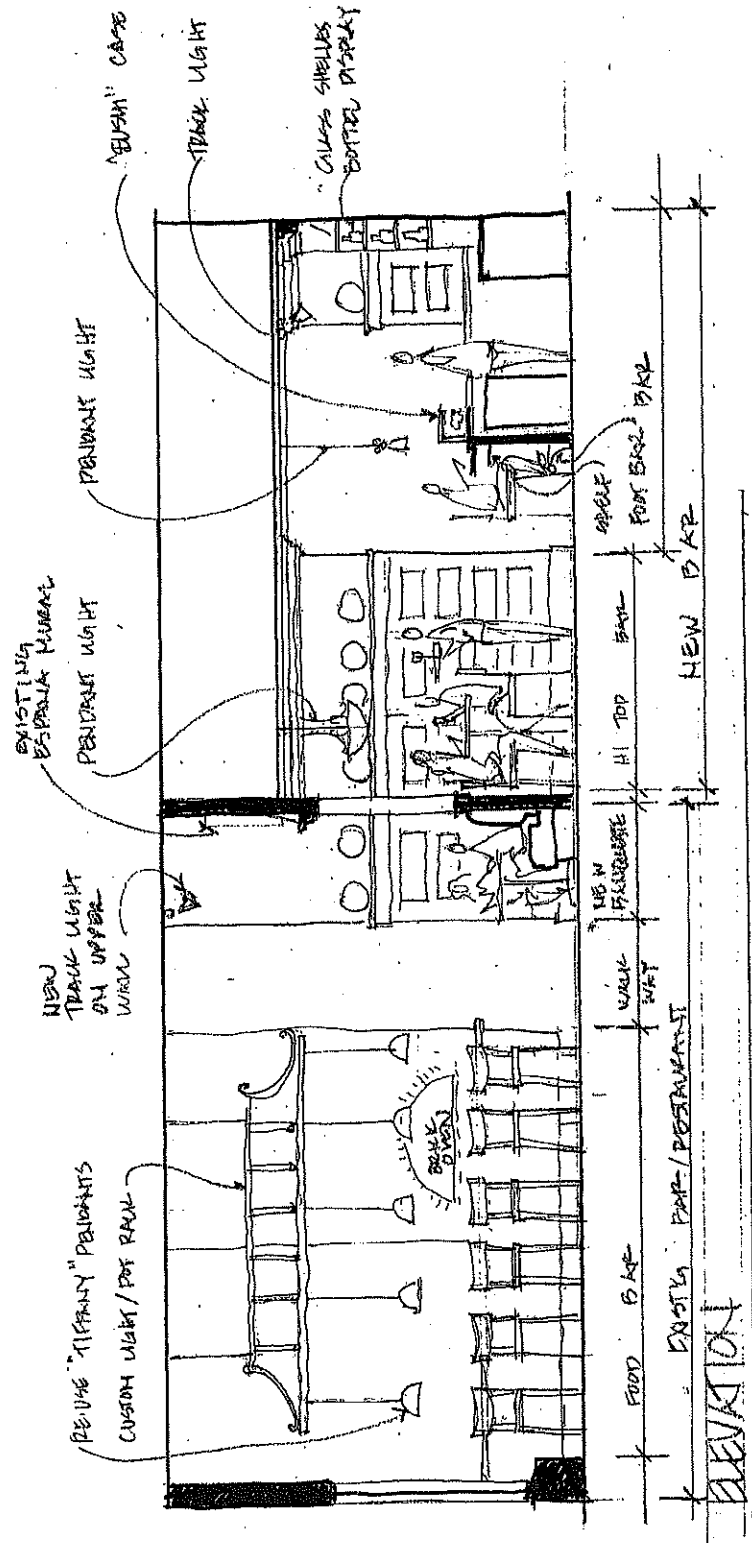


HIPPIE PAPER OPT.  
 1. GLASS - W/ STAINED DESIGN  
 2. VELVET CURTAIN

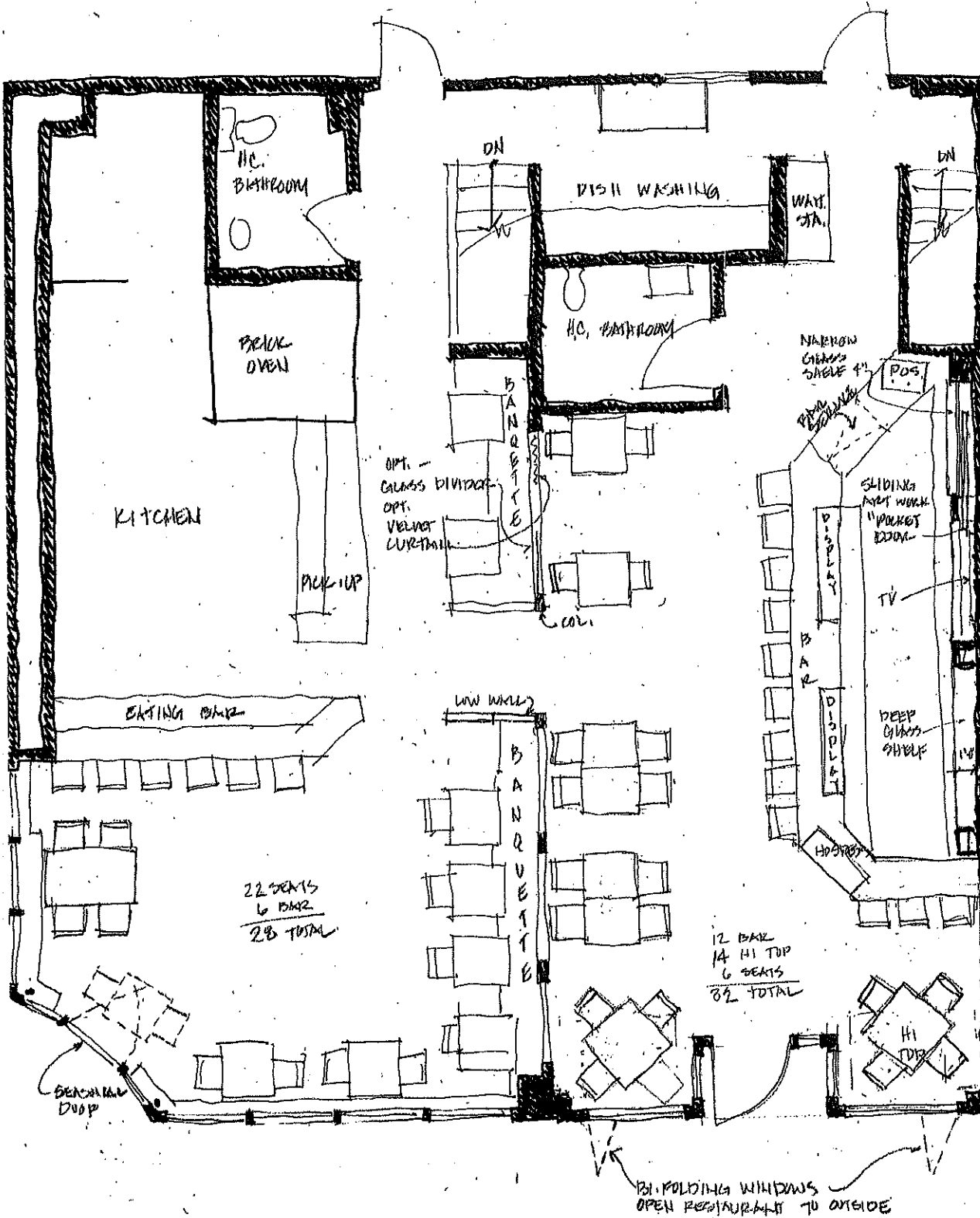


**WAX PAPER - WALL @ BAR**  
 1/4" = 1'-0"

**ELEVATION - WALL @ RESTAURANT**

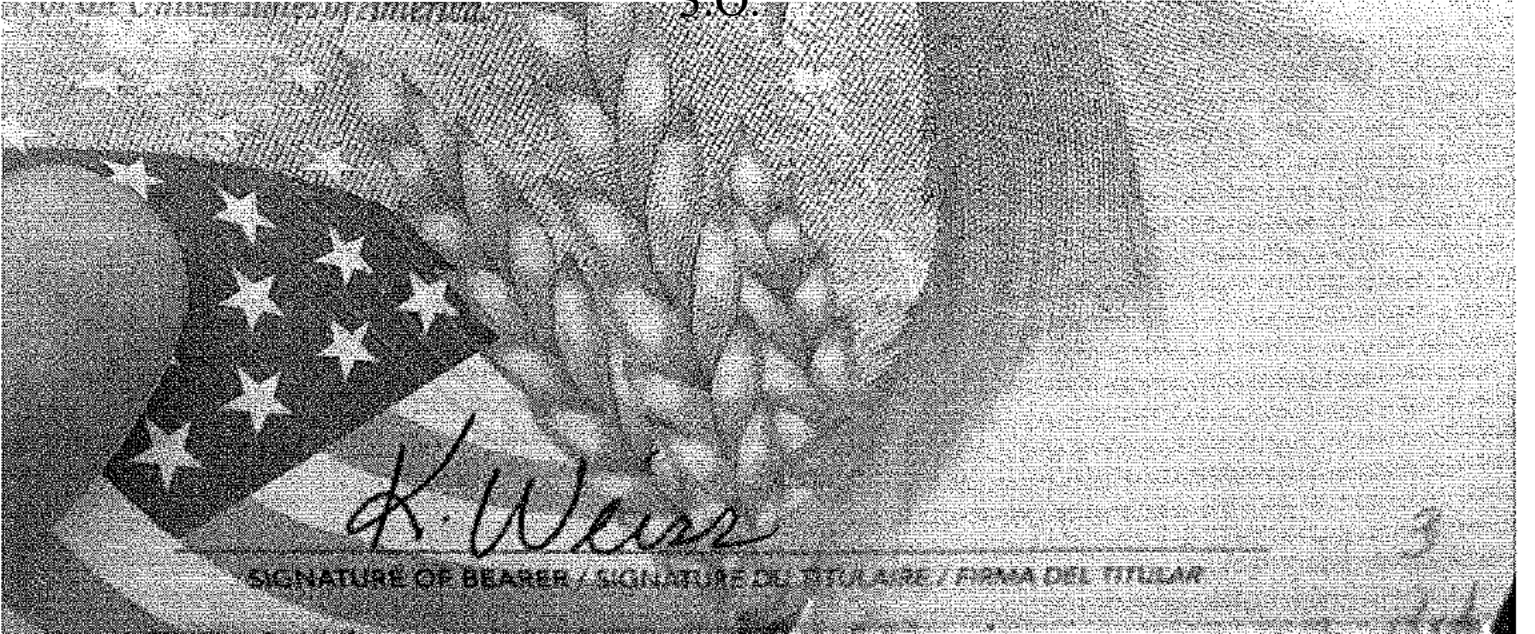


Drawing No. <b>2.8</b>	Title: <b>WORKING / SECTION</b> Scale: <b>1/4" = 1'-0"</b> Date: <b>7/11/08</b>	Project: <b>Taberna DeHaro</b> <b>999 Beacon Street</b> <b>Brookline, MA</b>	Amy Nastasi Architect 1341 Massachusetts Avenue Lexington, MA 02420 781-861-8873 Email: amy.nastasi@gmail.com
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PROPOSED FLOOR PLAN - OPT. 4

<p>Amy Nastasi Architect 1341 Massachusetts Avenue Lexington, MA 02420 781-861-8873 Email amynastasi@gmail.com</p>	<p>Project: Taberna DeHaro 999 Beacon Street Brookline, MA</p>	<p>Title: PROP. PLAN OPT. 4 Scale: 1/4" = 1'-0" Date: 3/5/12 Rev.</p>	<p>Drawing No. SK.4</p>
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*K. Weiss*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE

UNITED STATES OF AMERICA



Type / Type / Tipo

P

Surname / Nom / Apellido

WEISS

Given Names / Prénoms / Nombres

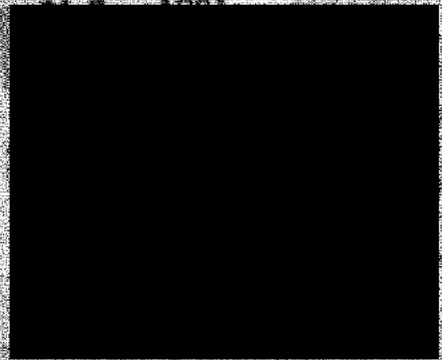
KRISTINA L

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of Birth / Date de naissance / Fecha de nacimiento

11 11 1981



Issuance

Authority / Autorité / Autoridad

F

Authority / Autorité / Autoridad

United States

Authority / Autorité / Autoridad

Department of State

USA



# Legal Ad - Alcohol Only

Notice is hereby given under Chapter 138 Section 12 of the General Laws that:

Corporate Name: Weisser LLC

D/B/A: Taberna De Haro

Manager of Record: Kristina Weiss

Type of License:  New  Transfer (see below)

All Alcohol Restaurant       Wine and Malt Restaurant

All Alcohol Package Store       Wine and Malt Package Store

Address of establishment: 999-1001 Beacon St, Brookline, MA 02446

Seating Capacity:      Indoor: 48      Outdoor: 60

### Hours of Operation

DAYS: Sunday - Saturday      HOURS 5pm - 10pm

DAYS: Saturday + Sunday      HOURS 11am - 3pm

DAYS: \_\_\_\_\_      HOURS \_\_\_\_\_

### Hours of Alcohol Service

DAYS: Sunday - Saturday      HOURS 5pm - 10pm

DAYS: Saturday - Sunday      HOURS 11am - 3pm

DAYS: \_\_\_\_\_      HOURS \_\_\_\_\_

For transfers please provide their info below:

Corporate Name: Weisser LLC

D/B/A: Taberna De Haro

*Internal use:*

*Date and Time of hearing:* \_\_\_\_\_

## Checklist for Common Victualler with Alcohol



**Common Victualler Application**       New Restaurant     Existing

- Vote of Corporation
- Renovation Form
- License Interview Form
- State Tax Verification Form

Only  
req'd  
for  
New  
CV

- Copy of menu**
- Description of Operations**
- Litter Letter** (*description of trash removal*)
- Delivery description** (*how you receive supplies, not Grubhub or Uber Eats etc.*)
- Three letters of reference** (*signed*)
- Floor plans** (*Plans must be stamped by an architect*)
- Legal Right to Occupy**, a lease or deed
- Business Certificate** (*Town Clerk's Office required if not done already*)

**CORI Acknowledgement Form**

**Valid Identification** (*State issued License, Passport, etc.*)

**IN-PERSON class for the safe service of alcohol certification** (*Manager of Record*)

- Online class accepted until further notice

**Crowd Manager Certification** from the Massachusetts Department of Fire Services  
(*Manager of Record – If there is a bar*)

**Alternate Manager Application** (*Required for all restaurant licenses with alcohol*)

**Liquor Liability Insurance Certificate** (*required prior to opening*)

**Certificate of Occupancy, Use, or Inspection** (*required prior to opening*)

**Workers' Compensation Form** (*required prior to opening*)

**Entertainment Application** (*if applicable*)

**Outdoor Seating Application** (*if applicable*)

---

Report from Brookline Police

Report from Building

Report from Fire

Report from Health



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR  
COMMON VICTUALLER LICENSE**

03/14/24

DATE: \_\_\_\_\_  
LOCATION: 999-1001 Beacon Street, Brookline 02446  
Kristina Weiss ZIP: \_\_\_\_\_  
APPLICANT: \_\_\_\_\_

INDIVIDUAL/PARTNERSHIP/CORPORATION

Taberna De Haro  
D/B/A: \_\_\_\_\_

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

NAME	TITLE	EMAIL ADDRESS
Kristina Weiss	Owner/Operator	[REDACTED]

TELEPHONE #	ADDRESS
[REDACTED]	[REDACTED]

NAME	TITLE	EMAIL ADDRESS

### 3.O.

TELEPHONE #

ADDRESS

NAME

TITLE

EMAIL ADDRESS

TELEPHONE #

ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALER LICENSE IN BROOKLINE/ELSEWHERE? Np

IF YES, LOCATION: AND DATES: \_\_\_\_\_

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS? Yes

IF YES, LOCATION: AND DATES 2021-present: Fox & the Knife, Bar Volpe, KA Brands; 2016-2021: haley.henry Wine Bar, Nathalie Wine Bar; 2011-2015: The Lenox Hotel

**HOURS OF OPERATION FOR FOOD SERVICE:**

Sunday-Saturday

DAYS: \_\_\_\_\_ HOURS: 11 am - 10 pm

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

**HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)**

Sunday- Saturday

DAYS: \_\_\_\_\_ HOURS: 11 am - 10 pm

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

**PLEASE NOTE:**

**THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.**



MENU: (GENERAL TYPE OF FOOD SERVED)

Full menu: Mexican Dinner and Brunch

FLOOR SPACE SQ. FT. 2400

BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? No  
(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: 48 INSIDE DINING: 12 INSIDE BAR: 60 OUTSIDE:

Outside seating only applicable for 6 months from April 15<sup>th</sup> – October 15<sup>th</sup>.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: [Signature]

NUMBER OF BATHROOMS : 1 EMPLOYEE: 2 PUBLIC:

NUMBER OF PARKING SPACES (IF ANY): None

NUMBER OF EMPLOYEES: 13

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions Weisser LLC  
[Signature]

APPLICANT SIGNATURE [Signature] TITLE: Owner/Operator PHONE# [Redacted]

EMAIL ADDRESS [Redacted]



**LICENSE INTERVIEW FORM**

Transfer of Liquor License

**TYPE OF LICENSE APPLYING FOR:** \_\_\_\_\_

Weisser LLC, Kristina Weiss, Manager

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**EMAIL AD:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**PLACE OF BIRTH:** Milwaukee, Wisconsin

**FATHER'S NAME:** Mathis **MOTHER'S MAIDEN NAME:** Grubbs

**ARE YOU A CITIZEN?** YES  NO  **ALIEN CARD #** \_\_\_\_\_

**ARE YOU A VETERAN:** YES  NO

**RESIDENCES FOR LAST FIVE YEARS**

**DATE:** 9/2021-present **LOCATION:** \_\_\_\_\_

**DATE:** 12/2017-8/2021 **LOCATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_

**EDUCATION**

DATE: 2004 LOCATION: Northern Illinois University

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

**EMPLOYMENT HISTORY**

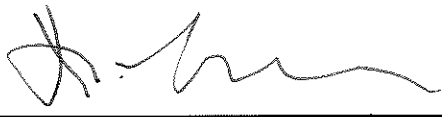
DATE: 2021 LOCATION: Fox & the Knife, Bar Volpe, KA Brands POSITION: Chief Operating Officer

DATE: 2016 LOCATION: haley,henry Wine Bar, Nathalie Wine Bar POSITION: Managing Partner

DATE: 2011 LOCATION: The Lenox Hotel POSITION: Guest Services Manager

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE:  DATE: 3/13/24

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**



**RENOVATION FORM**

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(5) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(6) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*No Renovation*

DATE: \_\_\_\_\_ SIGNATURE OF APPLICANT: \_\_\_\_\_

**(PLEASE SUBMIT A SET OF PLANS )**



VOTE OF CORPORATION

03/14/24  
DATE: \_\_\_\_\_

Weisser, LLC  
AT A MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_

822 Boylston St., Suite 300, Brookline  
HELD AT: \_\_\_\_\_ ON: 03/14/24

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A Common Victualler

(TYPE OF LICENSE)

2024  
FOR THE YEAR \_\_\_\_\_ TO BE EXERCISED ON THE PREMISES LOCATED AT 999-1001 Beacon Street, Brookline, MA 02446


Kristina Weiss  
VOTED: TO AUTHORIZE \_\_\_\_\_ TO SIGN

Taberna De Haro  
THE APPLICATION FOR THE LICENSES IN THE NAME OF \_\_\_\_\_

\_\_\_\_\_ AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS <sup>not</sup> \_\_\_\_\_ BEEN DISSOLVED.

A TRUE COPY

ATTEST:   
CLERK



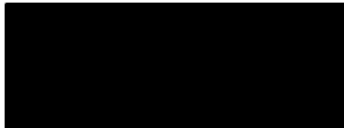
STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

*Weissen LLC*  
*[Handwritten Signature]*

\_\_\_\_\_  
\*Signature of Individual

\_\_\_\_\_  
By: Corporate Officer



\*\* Social Security #

Voluntary or Federal ID #

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

### Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE *[Handwritten Signature]* TITLE: Owner/Operator

PHONE#: [Redacted] EMAIL ADDRESS: [Redacted]

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

- Applicant - Position: owner/operator Department/License: liquor
- Volunteer - Position: \_\_\_\_\_ Department: \_\_\_\_\_
- Employee - Position: \_\_\_\_\_ Department: \_\_\_\_\_
- Contractor - Company Name: \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

\_\_\_\_\_  
Applicant/Employee/Volunteer/Contractor Signature \_\_\_\_\_  
Today's Date

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Weiss First Name: Kristina MI: L  
 Current Address: \_\_\_\_\_  
 Former Address(es): \_\_\_\_\_  
 Maiden Name or Alias (if Applicable): Mathias Place of Birth: Milwaukee, WI  
 Date of Birth: \_\_\_\_\_ Last 6 digits of Social Security Number: \_\_\_\_\_  
 Sex: F Height: 5 ft. 4 in. Race: white Eye Color: Hazel  
 State Driver's License Number (include State): \_\_\_\_\_ ID Theft Index PIN\*: \_\_\_\_\_  
 List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Gubbs Father's Name: Mathias

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

**\*\*\*For Official Use Only\*\*\***

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_



TABERNS DE HARO

**Our Menu**  
SAVORY SWEET

Tapas

\$5

ACEITUNAS

Imported Spanish olives, dressed

\$9

CROQUETAS

Ham & bechamel croquettes (3)

\$12

MOLLEJAS

Veal sweetbreads, oloroso splash

\$14

TXISTORRA

Basque chorizo, grilled, over warm brandada

\$16

BIÉNME SABE

### 3.O.

Marinated fried haddock

\$11

BUÑUELOS DE BACALAO

Saffron salt-cod balls (4)

\$14

PIQUILLOS

Pan-fried stuffed piquillo peppers (3)

\$16

CALAMARES FRITOS

Fresh fried squid

\$14

MATRIMÓNIO

Anchovies & olives

\$10

PATATAS AL I OLI

Garlic-parsley potato salad

\$13

QUESO DE CABRA

### 3.O.

2 thick goat cheese toasts

\$35 (\$2 at the bar, from 5-7pm)

OSTRAS

One dozen oysters; sherry vinegar mignonette

Paella

\$42

PAELLA

Copicut Farms chicken and vegetables; saffron chicken stock

\$42

ARROZ NEGRO

Squid ink, squid, saffron shellfish stock

Raciones

\$13

ENSALADA MIXTA

Spanish mixed salad

\$29

JAMÓN IBÉRICO

Cured ham from Iberian pigs

\$38

TABLA DE IBERICOS

Cured Iberian chorizo, salchichón, lomo; pan tumaquet

\$16

QUESOS

### 3.O.

5 cheeses imported from Spain, marcona almonds, membrillo

\$16

CHORICITOS

Sidra-braised chorizo

\$15

PINCHOS MORUNOS

Moorish-spiced pork skewers

### 3.O.

\$18

GAMBAS

Spicy garlic shrimp

\$18

PULPO

Warm octopus, potatoes, Evoo, pmentón

\$18.50

ALMEJAS

Local clams, spicy chorizo, wine

\$18

SETAS

Local mushrooms, duck egg, garlic

\$14

ESPINACAS



### 3.O.

Spinach sautéed with garlic, pine nuts, and golden raisins

\$12

ALCACHOFAS

Artichoke hearts sautéed with jamón ibérico and garlic

\$19

ANCAS

Frog legs, tomato & herbs

\$14

BERENGENA

Eggplant, cheese, saffron-honey

\$13

TORTILLA

Spanish omelette

COCA

Catalán flat bread with sautéed onions and olives

PLATOS PRINCIPALES

\$26

ALBÓNDIGAS

Pastured beef meatballs, Madrid style

\$38

JARRETE DE CORDERO

Braised lamb shank, chilindron style

\$30

POLLO ASADO

Copicut Farm chicken roasted, lemon, jus, Norwiss fries,

\$28

PLATO COMBINADO

Heritage breed pork steak in adobo, 2 fried Chip n Farm eggs,  
Norwiss fries

## STATEMENT OF SURRENDER

I, Deborah Hansen, president of Taberna De Haro, Inc. ("Seller"), hereby acknowledge that upon completion of the sale of the business known as Taberna De Haro, 999 Beacon Street, Brookline, Massachusetts, to Weisser LLC ("Buyer"), Seller will surrender its Common Victualers License and Entertainment License to the Town of Brookline and will transfer its Liquor License to Buyer.

Taberna De Haro, Inc.

By 

Deborah Hansen, President

Dated: March 14, 2024

February 28, 2024

To Whom it May Concern,

I, Deborah Hansen, am the sole owner of the All Kinds Liquor License for Taberna de Haro, Inc., located at 999 and 1001 Beacon Street in Brookline. I am selling my business to Kristina Weiss, of Weisser Inc., and wish to have the License transferred to her. Once this transfer has been approved by the Town of Brookline and the ABCC, I shall willingly surrender the License for assignment to her for use at Taberna de Haro, 999 and 1001 Beacon St.

The license number is 00110-RS-0148

Sincerely,

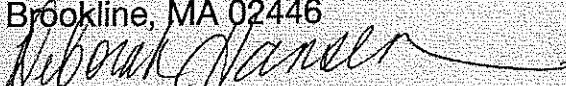
Deborah Hansen

Chef-Owner-Sommeliere

Taberna de Haro, Inc.

999 Beacon St.

Brookline, MA 02446

  
Cell 781-771-3268

Business 617-277-8272

Email [DeborahHansen9@gmail.com](mailto:DeborahHansen9@gmail.com)

### 3.O.

REFUSE PLAN  
TABERNA DE HARO  
999 BEASON STREE, BROOKLINE, MA

Upon acquisition of the restaurant, Taberna De Haro, from its current owner, Taberna De Haro, Inc, the new owner, Weisser LLC, will continue to handle trash, recycling and litter in the same manner as Taberna De Haro, Inc.

Republic Services will continue to collect solid waste from our 2.0 Yard Bin twice per week and will continue to collect recycling from two 96-gallon containers once per week. See attached proposal.

The trash storage area is at the rear of the premises. See attached.

Kitchen staff is directed to clean up litter from the around the property, including the trash storage areas and storefront, twice per day.

Weisser LLC

By 

Kristina Weiss, Manager

# 3.O.

## Trash Storage

Trash Bin is located in the back of the restaurant on the back wall. Republic Services picks up twice a week.



Two Recycling Bins are located in the back of the restaurant against the back wall. Republic Services picks up recycling one time a week.



Littler is picked up twice per day by our kitchen team.





**REPUBLIC**  
SERVICES

5/23/2023

deborah hansen  
TABERNA DE HARO INC  
999 Beacon St  
Brookline, MA02446  
Quote: A239849129

TABERNA DE HARO INC:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 781-289-0500. It's that easy.

Service Details

SMALL CONTAINERS

Price Adjustment

Equipment Qty/Type/Size:	1 - 2.0 yard Container	Base Rate:	\$318.00 per month
Frequency:	2/week		
Material Type:	Solid Waste		

Price Adjustment

Equipment Qty/Type/Size:	2 - 96 gallon Containers	Base Rate:	\$178.00 per month
Frequency:	1/week		
Material Type:	Recycling		

Estimated Monthly Amount\*

Small Container Base Rates	\$496.00
<b>Total Estimated Amount</b>	<b>\$496.00</b>

Joseph Aversa  
Republic Services

[javersa@republicservices.com](mailto:javersa@republicservices.com)  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\*FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures). The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (\*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

                    Weisser, LLC  
APPLICANT: \_\_\_\_\_

                    Taberna De Haro  
D/B/A \_\_\_\_\_

                    999-1001 Beacon Street, Brookline, MA 02446  
LOCATION: \_\_\_\_\_

TELEPHONE [REDACTED] EMAIL ADDRESS: [REDACTED]

TYPE OF ENTERTAINMENT:

(1) RADIO \_\_\_\_\_ TAPED MUSIC  JUKE BOX \_\_\_\_\_ TELEVISION   
All

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(2) MOVIES \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(3) DANCING \_\_\_\_\_ PRIVATE \_\_\_\_\_ PUBLIC \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(4) INSTRUMENTAL MUSIC \_\_\_\_\_ TYPE OF INSTRUMENTS: \_\_\_\_\_  
#OF INSTRUMENTS \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(5) VOCAL MUSIC : \_\_\_\_\_ #OF VOCALIST: \_\_\_\_\_

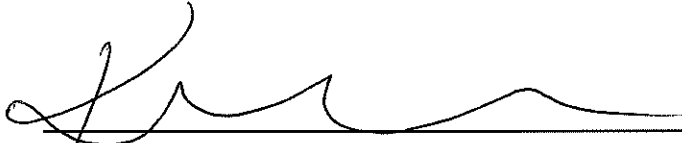
DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(6) EXHIBITION (DESCRIBE): \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(7) FLOOR SHOW (DESCRIBE): \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_



SIGNATURE OF APPLICANT

3/14/24

DATE

(\*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS AND REQUIRES A SEPARATE FEE OF \$100:

- DANCING
- JUKE BOX
- LIVE ENTERTAINMENT

### 3.O.

Ailish Gilligan  
1648 Beacon Street  
Brookline  
MA 02445

Dear Select Board Members:

I am writing to wholeheartedly recommend Kristina Weiss as an ideal candidate to take over a liquor license within our community. With over two decades of experience in the restaurant industry, Kristina has proven herself to be an exceptional and dedicated professional.

I have had the pleasure of knowing Kristina for several years, during which time she has consistently demonstrated her passion for hospitality and her commitment to excellence in every aspect of her work. As a fellow female restaurant owner, I deeply admire her perseverance, creativity and leadership skills.

Kristina's expertise extends far beyond the kitchen; she possesses a keen business acumen and a profound understanding of the intricacies involved in managing a successful establishment. Her ability to navigate challenges with grace and resourcefulness is truly commendable.

Moreover, Kristina is known for her dedication to supporting the local community. Whether through sourcing ingredients from nearby farms or participating in charitable initiatives I am sure she will consistently seek ways to give back and foster meaningful connections in our Town.

I am confident that Kristina would be an invaluable asset to the community as a holder of a liquor license. Her integrity, professionalism and proven track record make her exceptionally well-suited for this responsibility. I have no doubt that she will uphold the highest standards of compliance and contribute positively to the vibrancy of our local dining scene.

In conclusion, I wholeheartedly endorse Kristina Weiss for consideration as a liquor license holder. Her wealth of experience, dedication and outstanding character make her an exemplary candidate to take on this endeavor.

Thank you for your time and attention to this matter.

Sincerely,

Ailish Gilligan

Co-owner The Publick House.

Chair Brookline Small Business Development Committee

February 16, 2024

Town of Brookline Select Board  
555 Washington St.  
Brookline, MA 02446

Esteemed members of the Brookline Select Board,

I write at this time to affirm the unassailable values of Kristina Weiss, an applicant for a liquor license at this time. I have known her professionally and socially for about eight years, since she was hired as the managing partner of nathálie Wine Bar and haley.henry Wine Bar. As a restaurateur, I had enormous admiration for the way she ran those challenging businesses. She cultivated a team that was deeply respectful of her management style, and her partners were always grateful and pleased. Both establishments were run like tight ships - always immaculate, never troublesome to their neighbors, always attractive to guests.

Kristina leads with honesty and integrity as well as a certain calm. She is open and incredibly hardworking, and prides herself on doing things by the book. Moreover, I find her to be kind and compassionate, both with friends and employees. For the past three years Mr. and Mrs. Weiss have hosted a large gathering at my restaurant, Taberna de Haro, on marathon day. Many people from our restaurant community attend, and all sing the praises of what an exceptional woman Kristina is. Even in a celebratory situation such as this, she is composed and considerate, making sure her guests - as well as my employees - are all happy.

I recommend Kristina Weiss unequivocally to hold a liquor license as she is responsible, experienced, and honest. She understands the hospitality business thoroughly and has demonstrated her professionalism over the course of her twenty-plus year career in the hotel-restaurant industry. Few people have such a fine reputation and deep credentials, and she is more than prepared to hold her own license.

Sincerely,

Deborah Hansen

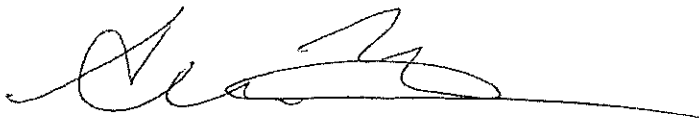
### 3.O.

Lt. Sean P. Healy  
Special Operations Supervisor  
City of Newton Police Department  
617-592-9556  
shealy@newtonma.gov

To whom it may concern,

I am pleased to present this character reference letter for Ms. Kristina Weiss. I have known Ms. Weiss for approximately 6 years. I met Ms. Weiss through personal acquaintances and have grown to know her not only personally, but also in her professional capacity through the restaurant industry. Ms. Weiss has always impressed me with her honesty, integrity, and her impressive work ethic. After directing several endeavors in the City of Boston, I was happy to hear that Kristina will be embarking on her new project with the Taberna de Haro location in Brookline. It is my opinion that the Town of Brookline is lucky to have Kristina not only as a community partner, but also as a responsible and ethical member of the Town of Brookline's business community. I wholeheartedly recommend Kristina's approval for a liquor license with the Town of Brookline.

Respectfully,

A handwritten signature in black ink, appearing to read 'Sean P. Healy', written over a horizontal line.

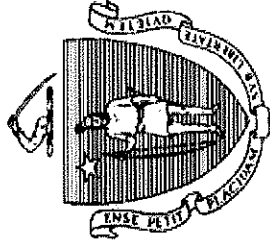
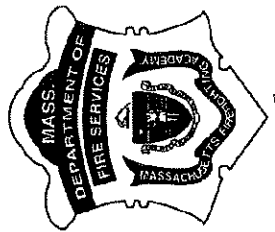
Lt. Sean P. Healy

# Commonwealth of Massachusetts

Executive Office of Public Safety and Security

Department of Fire Services

Office of the State Fire Marshal



## Certificate of Completion

*This certifies that*

Kristie Weiss

***Successfully completed the Crowd Manager Training Program  
In accordance with 527 CMR 1.00:20.1.5.6 – Designation of a Crowd Manager***

Date issued: February 27, 2024  
Expires: February 27, 2027  
Certificate #: 1052580126KW

**Jon Davine  
State Fire Marshal**

**Delivery Information for Taberna de Haro**

All deliveries for the restaurant are delivered between the hours of 10am-4pm Monday through Sunday. Deliveries come through the back door off of St. Mary's street in the alley. Delivery vans and trucks park in the loading zone (designated signed area) in front of the restaurant.



## Checklist for Alternate Manager



- Alternate Manager Application**
    - Vote of Corporation
    - License Interview Form
  - CORI release form**
  - Three letters of reference (*signed*)**
  - IN-PERSON class for the safe service of alcohol certification (*Manager of Record*)**
    - Online class accepted until further notice
  - Crowd Manager Certification** from the Massachusetts Department of Fire Services (*Manager of Record – If there is a bar*)
  - Valid Identification** (*State issued License, Passport, etc.*)
- 
- Report from Brookline Police

TOWN OF BROOKLINE  
ALTERNATE MANAGER'S APPLICATION

ALL PROPOSED MANAGERS ARE REQUIRES TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY OF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND ALTERNATE MANAGER.

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):

Address:

City/Town:  State:  Zip:

ABCC License Number:  Phone Number of Premises:

(if existing licensee)

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:

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

**3. CITIZENSHIP INFORMATION:**

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

C. Court of Naturalization:

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

**4. BACKGROUND INFORMATION:**

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

If yes, please describe:

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

If yes, please describe:

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

If yes, please describe:

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

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

Signature

Date



**LICENSE INTERVIEW FORM**

TYPE OF LICENSE APPLYING FOR: Transfer of Liquor License

NAME: Jesse Weiss

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Northampton, MA

FATHER'S NAME: Weiss MOTHER'S MAIDEN NAME: Bloom

ARE YOU A CITIZEN? YES  NO  ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES  NO

**RESIDENCES FOR LAST FIVE YEARS**

DATE: 9/2021-present LOCATION: [REDACTED]

DATE: 12/2017-8/2021 LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EDUCATION**

DATE: 2001 LOCATION: Brandeis University

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

**EMPLOYMENT HISTORY**

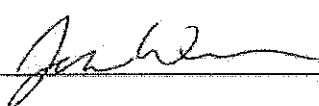
DATE: 2019-present LOCATION: Origina Beverage POSITION: Craft Spirits Consultant

DATE: 2018-2019 LOCATION: haley.henry Wine Bar POSITION: Waiter/Bartender

DATE: 2011-2018 LOCATION: Coppa and Toro POSITION: Waiter

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE:  DATE: 3/15/24

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**



VOTE OF CORPORATION

03/14/24  
DATE: \_\_\_\_\_  
Weisser, LLC  
AT A MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_

822 Boylston Street, Suite 300, Brookline MA 02467  
HELD AT: \_\_\_\_\_ ON: 03/14/24

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A Transfer of Liquor License

(TYPE OF LICENSE)

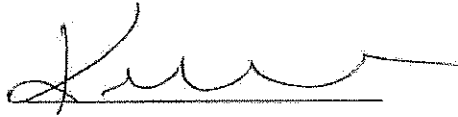
2024  
FOR THE YEAR \_\_\_\_\_ TO BE EXERCISED ON THE PREMISES LOCATED AT 999-1001 Beacon Street, Brookline, MA 02446

Jesse Weiss  
VOTED: TO AUTHORIZE \_\_\_\_\_ TO SIGN

Taberna De Haro  
THE APPLICATION FOR THE LICENSES IN THE NAME OF \_\_\_\_\_

\_\_\_\_\_ AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS not BEEN DISSOLVED.

A TRUE COPY  
ATTEST:   
CLERK

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

Applicant - Position: \_\_\_\_\_ Department/License: \_\_\_\_\_

Volunteer - Position: \_\_\_\_\_ Department: \_\_\_\_\_

Employee - Position: Assistant Manager Department: \_\_\_\_\_

Contractor - Company Name: \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

[Signature] 18/03/24  
 Applicant/Employee/Volunteer/Contractor Signature Today's Date

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Weiss First Name: Jesse MI: D

Current Address: [Redacted]

Former Address(es): \_\_\_\_\_

Maiden Name or Alias (If Applicable): \_\_\_\_\_ Place of Birth: Northampton, MA

Date of Birth: [Redacted] Last 6 digits of Social Security Number: [Redacted]

Sex: M Height: 6 ft. 0 in Race: White Eye Color: Brown

State Driver's License Number (Include State): [Redacted] ID Theft Index PIN\*: \_\_\_\_\_

List any other names(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Evelyn Bloom Father's Name: Paul Jeremy Weiss

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

\*\*\*For Official Use Only\*\*\*

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable \_\_\_\_\_ government-issued \_\_\_\_\_ identification: \_\_\_\_\_ (List ID Type)

Signature of CORI-Authorized Employee \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee \_\_\_\_\_



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT / PASAPORTE

# THE UNITED STATES OF AMERICA

Type/Type/Tipo: P    Code/Code/Código: USA    Passport No. [REDACTED]



Surname/Nom/Apellido(s)

**WEISS**

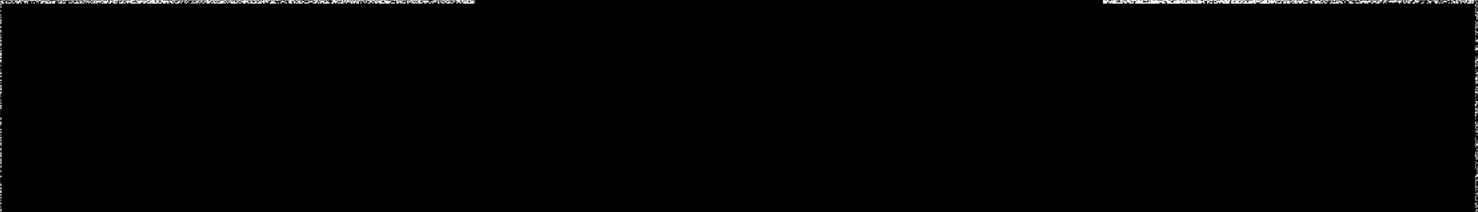
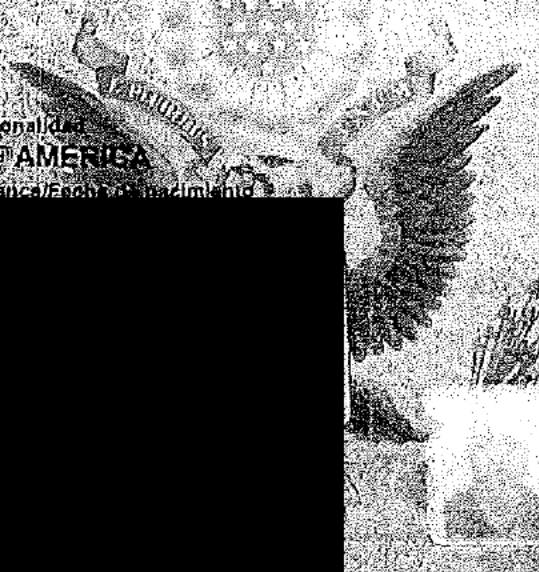
Given names/Prénoms/Nombres:

**JESSE DANIEL**

Nationality/Nationalité/Nacionalidad

**UNITED STATES OF AMERICA**

Date of birth/Date de naissance/Fecha de nacimiento [REDACTED]



03.05.2024

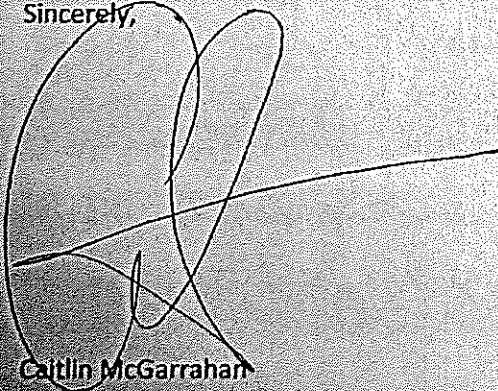
To Whom It May Concern,

I am writing this letter to provide a personal character reference for Jesse Weiss in support of his application for a liquor license in Brookline. I have had the privilege of knowing Jesse for the past 10 years, during which time I have observed his character and conduct closely. Jesse is a person of high integrity, responsibility, and trustworthiness. He has consistently demonstrated a strong commitment to upholding rules and regulations, as well as adhering to ethical standards in their personal and professional endeavors. I have always found him honest, dependable, and reliable.

Additionally, Jesse was previously a coworker of mine in the hospitality industry. During our time working together, I witnessed his exceptional work ethic, excellent interpersonal skills, and ability to handle challenging situations with grace and tact-- so much so that I hired him to work for me at a Liquor Distribution Company. In his new capacity, I continue to witness his dedication, professionalism, and leadership skills. Jesse has consistently excelled in his role, displaying strong organizational abilities and a keen attention to detail. During his 25-year career, Jesse has amassed valuable experience and expertise in the hospitality industry and liquor distribution that makes him the ideal candidate for this license. I believe he possesses the necessary knowledge and skills to operate a licensed establishment responsibly and effectively. I am more than confident that Jesse will be a liable licensee and I am excited to come sit at his bar!

If you require further information or have questions regarding Jesse and his suitability for a liquor license, please do not hesitate to contact me. Thank you for considering my endorsement of Jesse's application. I wholeheartedly support his endeavor and believe he will be a valuable asset to the community as a licensed establishment owner.

Sincerely,



Caitlin McGarahan

[cmmcgarahan@gmail.com](mailto:cmmcgarahan@gmail.com)

562.234.9896



March 7, 2024

Dear Select Board Members,

I am writing to recommend Jesse Weiss for the acquisition of a liquor license in Brookline, MA. I have known Jesse for 10+ years and can confidently attest to his unwavering professionalism and deep understanding of the restaurant industry.

I have had the pleasure of working alongside Jesse and have witnessed his strong work ethic, dedication, professionalism and comprehensive knowledge of the hospitality industry. I wholeheartedly believe he will manage this responsibility with integrity as his commitment to upholding the highest standards of compliance and ethics is exemplary.

In addition to his outstanding character, Jesse also possesses the necessary knowledge and experience to successfully operate a business that serves alcohol. Jesse has years of experience with on-premise and off-premise alcohol sales and is an ideal candidate to obtain the liquor license.

Brookline will be lucky to add Jesse to the list of incredible business owners in their community.

Thank you for your consideration.

  
Katy Chirichello  
Katy@jkfoodgroup.com  
617-320-6469

Kari Cooney  
160 Prince Street  
Boston, MA 02113

Dear Select Board Members:

I am writing to recommend Jesse Weiss as an ideal candidate to take over a liquor license within the town of Brookline. Jesse's experience in the restaurant industry has spanned over two decades and within that time he has gained knowledge and recognition in many different facets. His professionalism and work ethic make him a well-qualified candidate to manage a liquor license within the community.

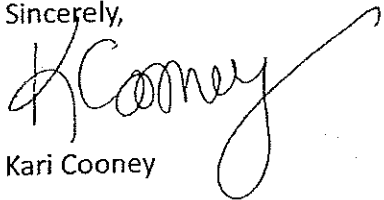
As a restaurant owner in Boston, I can confidently say that Jesse is reliable, dedicated and extremely responsible. He takes his work seriously and provides a level of hospitality that lends itself to a successful restaurant. His expertise and knowledge allow him to make sound business decisions that not only produce profit, but also keep his staff and patrons safe and taken care of.

Jesse has experience in both on-premise and off-premise sales. He worked for years running various successful restaurants in the Boston area and then moved over to liquor sales with Origins, a subset of Horizon. He knows the ins and outs of both sides of the restaurant industry, which sets him apart from other candidates.

I have had the honor of knowing Jesse both professionally and personally over the last 15 years. He is a man of character, morality and loyalty. When he dedicates himself to something, he is all in. Opening a restaurant in Brookline has been a dream of his and I fully support and endorse his ability to be a liquor license holder in your community. He will be an ally for other fellow restaurants and small business owners and will consistently contribute to the community around him in a positive way.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Cooney', with a long, sweeping flourish extending to the right.

Kari Cooney

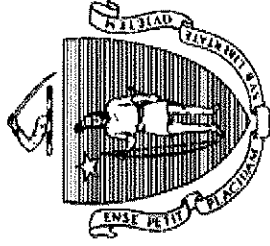
Part owner of Dovetail & Brewer's Fork

# Commonwealth of Massachusetts

Executive Office of Public Safety and Security

Department of Fire Services

Office of the State Fire Marshal



## Certificate of Completion

*This certifies that*

Jesse Weiss

***Successfully completed the Crowd Manager Training Program  
In accordance with 527 CMR 1.00:20.1.5.6 – Designation of a Crowd Manager***

Date issued: February 28, 2024  
Expires: February 28, 2027  
Certificate #: 3541278300JW

**Jon Davine**  
**State Fire Marshal**

**FOOD VENDOR**

Applicant: Cheryl-Anns of Brookline, Inc  
DBA: Cheryl-Anns  
Location: 1010 W. Roxbury Pkwy

**Application Details:**

Question of approving the application for a Food Vendor License  
Cheryl-Anns of Brookline, Inc d/b/a Cheryl-Anns at 1010 W. Roxbury  
Pkwy. Hours of operation will be Monday – Wednesday 8:00am –  
5:00PM, Thursday – Friday 7:00AM – 7:00PM. Saturday 7:00AM –  
5:00PM. Sunday 8:00AM – 4:00PM

**Reports (Attached):**

Health Department (Approved)  
Building Department (Approved)  
Police Department (Approved)  
Fire Department (Approved)

MEMORANDUM

TO: Sigalle Reiss, Health Commissioner of Public Health & Human Services  
Daniel Bennett, Building Commissioner  
Jennifer Pastor, Chief of Police  
John Sullivan, Chief of Fire

FROM: Charles Carey, Town Administrator

RE: Food Vendor

DATE: March 14, 2024

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May we please have reports on the attached application:

Applicant: Cheryl-Anns of Brookline, Inc  
DBA: Cheryl-Anns  
License Type: Re-opening Food Vendor  
Location: 1010 W. Roxbury Pkwy

**Application Details:**

Request of approving the application for a Food Vendor License Cheryl-Anns of Brookline, Inc d/b/a Cheryl-Anns at 1010 W. Roxbury Pkwy. Hours of operation will be Monday – Wednesday 8:00am – 5:00PM, Thursday – Friday 7:00AM – 7:00PM. Saturday 7:00AM – 5:00PM. Sunday 8:00AM – 4:00PM

This application is scheduled to go before the Board on **April 17, 2024**. Please have the reports no later than **April 9, 2024**.

Thank you.

## Checklist for Food Vendor



- Food Vendor Application**
    - Vote of Corporation
    - Renovation Form
    - License Interview Form
    - State Tax Verification Form
  - Copy of menu**
  - Description of Operations**
  - Delivery description** (*how you receive supplies, not Grubhub or Uber Eats etc.*)
  - Litter Letter** (*description of trash removal*)
  - Three letters of reference** (*signed*)
  - Floor plans** (*Plans must be stamped by an architect*)
  - Legal Right to Occupy**, a lease or deed
  - Business Certificate** (*Town Clerks Office*)
  - Certificate of Occupancy, Use, or Inspection agreement**
  - Workers' Compensation Form** (*required prior to opening*)
  - General Liability Insurance Certificate** (*required prior to opening*)
  - Entertainment Application** (*if applicable*)
  - Outdoor Seating Application** (*if applicable*)
- 
- Report from Brookline Police**
  - Report from Building**
  - Report from Fire**
  - Report from Health**

Re-opening



**BROOKLINE FIRE DEPARTMENT**  
*Town of Brookline Massachusetts*

**FIRE DEPARTMENT**

John F. Sullivan  
Chief of Department

350 Washington Street  
PO Box 470557  
Brookline MA 02447-0557  
Tel: 617-730-2272  
Fax: 617-730-2391  
[www.brooklinema.gov](http://www.brooklinema.gov)

**BROOKLINE FIRE DEPARTMENT**  
**M E M O R A N D U M**

---

**Date:** March 15, 2024  
**To:** Charles Carey, Town Administrator  
**From:** Paul Canney, Captain  
Fire Prevention Division  
**Re:** Request for Report- Cheryl-Anns

The Fire Department has no objection to approving the application for a Food Vendor License to Cheryl-Anns of Brookline, Inc d/b/a Cheryl-Anns at 1010 W. Roxbury Pkwy as requested.

**Tiffany Souza**

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**From:** Dai Nguyen  
**Sent:** Wednesday, March 13, 2024 1:49 PM  
**To:** Tiffany Souza  
**Subject:** Re: Cleared to open - Cheryl-Ann's

Hello Tiffany,

The following food establishments are cleared to open from HD:

1. Cheryl Ann's
2. Kyo Matcha
3. BE Pasta Bar

**Dai Q. Nguyen, MPH, RS, CP-FS**

**Public Health Sanitarian**

11 Pierce Street

Brookline, MA 02445

Tel: 617-730-2312 Fax: 617-730-2296

[www.brooklinema.gov](http://www.brooklinema.gov)



The substance of this message, including any attachments, may be confidential, legally privileged and/or exempt from disclosure pursuant to Massachusetts law. It is intended solely for the addressee. If you received this in error, please contact the sender and delete the material from any computer.

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**From:** Tiffany Souza <[tsouza@brooklinema.gov](mailto:tsouza@brooklinema.gov)>  
**Sent:** Tuesday, March 12, 2024 1:41 PM  
**To:** Dan Bennett <[dbennett@brooklinema.gov](mailto:dbennett@brooklinema.gov)>; Todd Cantor <[tcantor@brooklinema.gov](mailto:tcantor@brooklinema.gov)>; Abbie Atkins <[aatkins@brooklinema.gov](mailto:aatkins@brooklinema.gov)>; Dai Nguyen <[dnguyen@brooklinema.gov](mailto:dnguyen@brooklinema.gov)>  
**Subject:** Cleared to open - Cheryl-Ann's

We are allowing Cheryl-Ann's Bakery to open ahead of licensing due to their unique situation. Are they cleared from your department to open?  
1010 West Roxbury Parkway.

**Tiffany Souza** (she/her)

**Licensing Specialist**

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**Tiffany Souza**

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**From:** Dan Bennett  
**Sent:** Tuesday, March 12, 2024 1:43 PM  
**To:** Tiffany Souza  
**Subject:** RE: Cleared to open - Cheryl-Ann's

Yes from building. She has a verbal ok to open.

Daniel F. Bennett  
Building Commissioner  
Town of Brookline  
333 Washington Street  
Brookline, MA 02445  
(617) 730-2100  
[dbennett@brooklinema.gov](mailto:dbennett@brooklinema.gov)  
[www.brooklinema.gov](http://www.brooklinema.gov)

**From:** Tiffany Souza <[tsouza@brooklinema.gov](mailto:tsouza@brooklinema.gov)>  
**Sent:** Tuesday, March 12, 2024 1:42 PM  
**To:** Dan Bennett <[dbennett@brooklinema.gov](mailto:dbennett@brooklinema.gov)>; Todd Cantor <[tcantor@brooklinema.gov](mailto:tcantor@brooklinema.gov)>; Abbie Atkins <[aatkins@brooklinema.gov](mailto:aatkins@brooklinema.gov)>; Dai Nguyen <[dnguyen@brooklinema.gov](mailto:dnguyen@brooklinema.gov)>  
**Subject:** Cleared to open - Cheryl-Ann's

We are allowing Cheryl-Ann's Bakery to open ahead of licensing due to their unique situation. Are they cleared from your department to open?  
1010 West Roxbury Parkway.

**Tiffany Souza** (she/her)  
**Licensing Specialist**



Town of Brookline | Select Board's Office  
333 Washington Street, 6<sup>th</sup> FL  
Brookline, MA 02445-6853  
☎: (617) 730-2203 | 📠: (617) 730-2054

OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR NEW LICENSE  
FOOD VENDOR  
(TAKE OUT ONLY – NO SEATING)**

DATE: 3/12/2024

LOCATION: 1010 West Roxbury Pkwy Chestnut Hill, Ma 02467

APPLICANT: Cheryl-Anns' of Brookline, Inc.  
INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Cheryl-Anns' of Brookline,

**BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:**

Ann Moore President  
NAME TITLE

Cheryl Moore Treasurer  
NAME TITLE

NAME TITLE ADDRESS PHONE # EMAIL ADDRESS

**HOURS OF OPERATION FOR FOOD SERVICE:**

DAYS: Mon - Wed HOURS: 8-5

DAYS: Thurs & Friday HOURS: 7-7

DAYS: Sat 7-5 HOURS: Sunday 8-4

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? yes  
IF YES, LOCATION: AND DATES: 1010 West Roxbury Pkwy Chestnut Hill, Ma 02467  
1985 - 2021

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: \_\_\_\_\_

IF YES, LOCATION: AND DATES \_\_\_\_\_

MENU: (GENERAL TYPE OF FOOD SERVED)

Bakery / Kosher

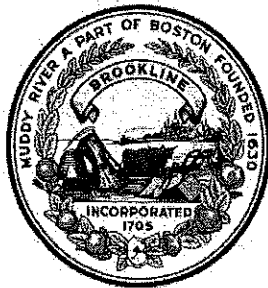
FLOOR SPACE SQ. FT. 800 Top Floor 800 bottom

NUMBER OF PARKING SPACES (IF ANY): 60

NUMBER OF EMPLOYEES: 11

APPLICANT SIGNATURE Cheryl Morice TITLE: Treasurer PHONE#   
EMAIL ADDRESS 

ALL FOOD VENDOR LICENSES ARE SUBJECT TO APPLICABLE FEDERAL, STATE, AND TOWN LAWS, REGULATIONS AND CODES, INCLUDING MASSACHUSETTS GENERAL LAWS CHAPTER 140, TOWN BYLAWS SECTION 8.10, AND THE TOWN'S PREPARED FOOD SALES REGULATIONS.



VOTE OF CORPORATION

DATE: \_\_\_\_\_

AT A MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_

HELD AT: \_\_\_\_\_ ON: \_\_\_\_\_

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

\_\_\_\_\_  
(TYPE OF LICENSE)

FOR THE YEAR \_\_\_\_\_ TO BE EXERCISED ON THE PREMISES LOCATED AT

VOTED: TO AUTHORIZE \_\_\_\_\_ TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF \_\_\_\_\_

\_\_\_\_\_ AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS \_\_\_\_\_ BEEN DISSOLVED.

A TRUE COPY

ATTEST: \_\_\_\_\_  
CLERK



RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) Walls / pipes (white)  
Pipe were made to be up to code  
New walls installed

(2) Floors  
~~Area~~ New Floors put in entire building

(3) Ventilation  
Attached copy  
worked on to bring to code / well with over

(4) Plumbing  
Attached ~~copy~~ copy  
hand sinks / Bathroom (total Reno)

(5) Electrical  
Entire electrical system replaced

(6) ~~Bathroom~~ Gas / oven Valence  
Attached copy

DATE: 3/12/24

SIGNATURE OF APPLICANT: Cheryl Moore

(PLEASE SUBMIT A SET OF PLANS)



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Food Vendor

NAME: (Cheeryl Moore) Cheeryl-Anns of Brookline

ADDRESS: [REDACTED]  
EMAIL ADDR: [REDACTED]  
PHONE #: [REDACTED]

PLACE OF BIRTH: Brockton, MA

FATHER'S NAME: William Moore MOTHER'S MAIDEN NAME: Piantoni

ARE YOU A CITIZEN? YES  NO  ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES  NO

RESIDENCES FOR LAST FIVE YEARS  
DATE: 19 years 8/2004 LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

EDUCATION

DATE: 1980 LOCATION: Sacramento State

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 2/1985 LOCATION: Cheryl-Anns of Business POSITION: owner

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE: Cheryl Moore DATE: 3/12/04

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)





STATE TAX VERIFICATION FORM

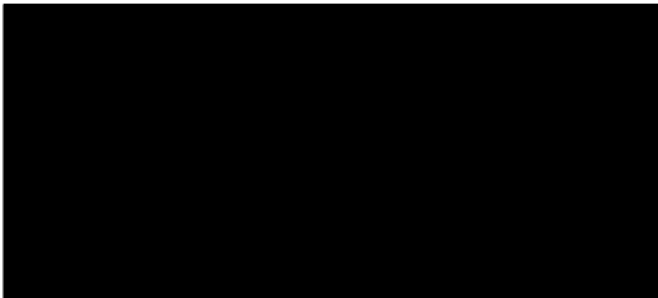
I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

Ann Moore

\*Signature of Individual

Cheryl Moore

By: Corporate Officer



Cheryl Moore

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.





OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

### Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE Cheryl Moore TITLE: Treasurer

PHONE#: [REDACTED]

EMAIL ADDRESS: [REDACTED]



**3.P.**  
**The Commonwealth of Massachusetts**  
**Department of Industrial Accidents**  
**Office of Investigations**  
**1 Congress Street, Suite 100**  
**Boston, MA 02114-2017**  
**www.mass.gov/dia**

Print Form

**Workers' Compensation Insurance Affidavit: General Businesses**

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: Cheeryl-Anns' of Brookline  
 Address: 1010 West Roxbury Parkway Chestnut Hill MA 02467  
 City/State/Zip: Chestnut Hill MA 02467 Phone #: [REDACTED]

**Are you an employer? Check the appropriate box:**

- 1.  I am an employer with 11 employees (full and/or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

- 5.  Retail
- 6.  Restaurant/Bar/Eating Establishment
- 7.  Office and/or Sales (incl. real estate, auto, etc.)
- 8.  Non-profit
- 9.  Entertainment
- 10.  Manufacturing
- 11.  Health Care
- 12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.**

Insurance Company Name: MA Retail Merchants / Hub Association  
 Insurer's Address: 300 Ballardville St  
 City/State/Zip: Wilmington MA 01887  
 Policy # or Self-ins. Lic. # 014005032203123 / 014005032203124 Expiration Date: 1/1/24

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

**I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.**

Signature: Cheryl Moore Date: 3/12/24  
 Phone #: [REDACTED]

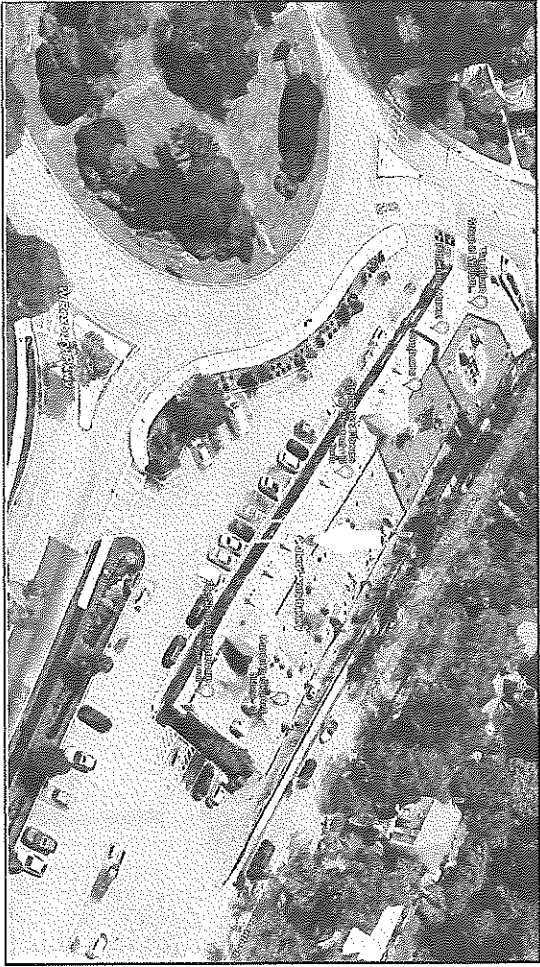
**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

**Issuing Authority (circle one):**

- 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
- 6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



**CLIENT :**

ROBERT BASILE

**ARCHITECT :**

**STEFANOV  
ARCHITECTS**

423 WEST BROADWAY STE 404  
BOSTON, MA 02127  
Tel: (617)-765-0543  
E-Mail: info@stefanovarch.com

**MEP ENGINEERS**

**EDE, INC.**

MEP/FP ENGINEERS  
1185 Washington St. Suite 4  
West Newton, Ma. 02465  
Tel: (617)-969-7700  
Fax: (617)-969-7709  
E-Mail: ede@edemep.com  
www.edemep.com

CHERYL ANNS BAKERY  
1010 WEST FOXBURY  
MA



OWNER  
ROBERT BASILE

PROJECT  
CHERYL ANNS BAKERY



STEFANOV ARCHITECTS  
423 WEST BROADWAY STE 404  
BOSTON, MA 02127  
617.765.0543  
INFO@STEFANOVARCH.COM



Revision	By	Date

PERMIT SET  
06/16/2022

A1.0

COVER SHEET

DATE:	
SCALE:	
PROJECT NAME:	
PROJECT ADDRESS:	
PROJECT NUMBER:	
DATE:	
SCALE:	
PROJECT NAME:	
PROJECT ADDRESS:	
PROJECT NUMBER:	









3.P.

CHERYL ANNS BAKERY  
1010 WEST ROXBURY  
MA



Owner  
**ROBERT BAILE**

Project

CHERYL ANNS BAKERY



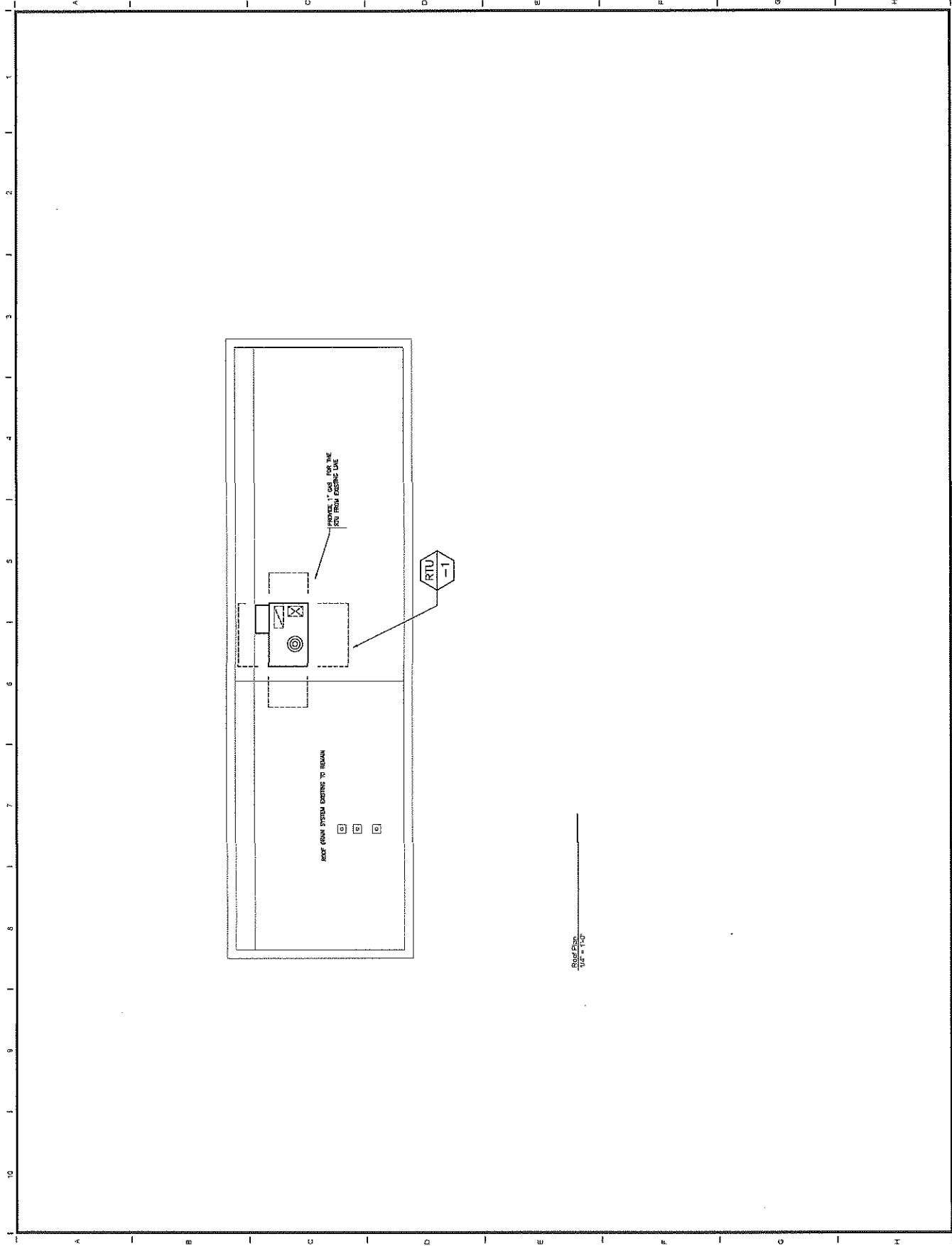
Date



Sheet	Revisions
1	1
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**PLUMBING  
ROOF PLAN**

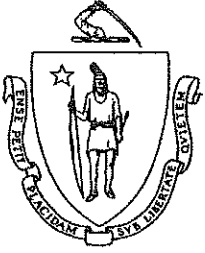
Issue Date:	07/20/10
Project:	CHERYL ANNS BAKERY
Project Location:	1010 WEST ROXBURY, MA
Project No.:	10000
Drawing Number:	P1.2



Roof Plan  
Scale = 1/8" = 1'-0"







# Final Construction Control Document

To be submitted at completion of construction by a  
**Registered Design Professional**

for work per the 9<sup>th</sup> edition of the

Massachusetts State Building Code, 780 CMR, Section 107.6.4

Project Title: **Cheryl Anns Bakery**

Date: **October 12/2023**

Permit No.

Property Address: **1010 West Roxbury Pkwy-Brookline, MA**

Project: Check (x) one or both as applicable:      New construction      **X Existing Construction**

Project Description: **Replace and upgrade the Mechanical/Electrical system for the existing Bakery building.**

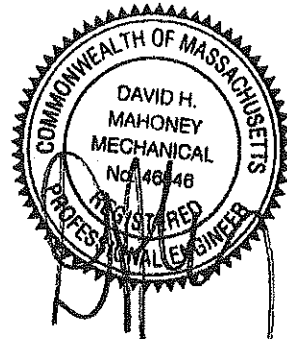
I David Mahoney MA Registration Number: 46846 Expiration date: 07/31/2024, am a *registered design professional*, and hereby certify that I have prepared or directly supervised the preparation of all design plans, computations, and specifications concerning:

Entire Project	Architectural	Structural	<b>X Mechanical</b>
Fire Protection	Electrical	<b>X Other: Plumbing</b>	

for the above-named project. I certify that I, or my designee, have performed the necessary professional services and was present at the construction site on a regular and periodic basis to determine that the work proceeded in accordance with the requirements of 780 CMR and the design documents prepared by me and approved as part of the building permit and that I or my designee:

1. Have reviewed, for conformance to this code and the design concept, shop drawings, samples, and other submittals by the contractor in accordance with the requirements of the construction documents.
2. Have performed the duties for registered design professionals in 780 CMR Chapter 17, as applicable.
3. Have been present at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine if the work was performed in a manner consistent with the construction documents and this code.

Enter in the space to the right a "wet" or electronic signature and seal:



Phone number: 617-969-7700

Email: ede@edemep.com

Building Official Use Only

Building Official Name:      Permit No.:      Date:

Note 1. Indicate with an 'x' project design plans, computations and specifications that you prepared or directly supervised. If 'other' is chosen, provide a description.



MAURA HEALEY  
GOVERNOR

KIM DRISCOLL  
LIEUTENANT GOVERNOR

YVONNE HAO  
SECRETARY, HOUSING AND  
ECONOMIC DEVELOPMENT

Commonwealth of Massachusetts  
Division of Occupational Licensure  
1000 Washington Street, Suite 710  
Boston, Massachusetts 02118

LAYLA R. D'EMILIA  
UNDERSECRETARY, CONSUMER  
AFFAIRS AND BUSINESS  
REGULATION

SARAH R. WILKINSON  
COMMISSIONER, DIVISION OF  
OCCUPATIONAL LICENSURE

February 8, 2024

To: J Robert Basile

Re: Variance - [REDACTED] 1010 West Roxbury Pkwy Brookline, Cheryl Ann's Bakery

**UNLISTED GAS EQUIPMENT**

Dear Applicant,

The Board of State Examiners of Plumbers and Gas Fitters grants your request for a **variance** from 248 CMR 3.04 (1) regarding the submitted field evaluation report **dated 9/25/23 & 2/5/24**. The Board hereby authorizes **Full Operation of one (1) Unlisted Natural Gas Revolving G. Cinelli-Esperia tray oven**, which is located at the above-referenced address, subject to the approval of the Local Plumbing & Gas Inspector.

The granting of this request is **applicable to this end user and this location only**. All other plumbing and gas fitting work if applicable shall comply with 248 CMR 3.00 through 10.00 and all other applicable statutes and Codes. Your attendance at a Board meeting is not required. **This variance is in effect upon receipt.**

Sincerely,

For the Board

*Michael J Guida Sr.*

Michael J Guida Sr.  
Board Code Consultant  
Massachusetts Board of State Examiners  
of Plumbers and Gas Fitters  
[Michael.Guida@mass.gov](mailto:Michael.Guida@mass.gov)  
(617)-701-8755  
CC: Karl Dabritz Brookline Plumbing & Gas Inspector



**Workers Compensation and Employers Liability Insurance Policy**

Insurer ID No (s): 34355  
 MA Retail Merchants WC Group Inc.  
 PO Box 859222-9222  
 Braintree, MA 02185-0000

<b>Carrier Policy #:</b>	<b>Policy Period</b>
[REDACTED]	01/01/2024 to 01/01/2025

<b>Information Page</b>	FEIN [REDACTED]	Carrier Prior Policy #: [REDACTED]	Renewal Policy
<b>Item 1: Named Insured and Address</b>		<b>Agency</b>	
Cheryl-Anns Bakery of Brookline Inc. 1010 W Roxbury Pkwy Chestnut Hill, MA 02467		HUB NE Association Programs 300 Ballardvale Street Wilmington, MA 01887	

**Other Workplaces Not Shown Above: See Schedule of Operations**  
**Additional Named Insured: See Additional Named Insureds If Applicable**

Type of Business: Corporation	[REDACTED]
Risk ID: 000000000	[REDACTED]
Unemployment ID #:	[REDACTED]

**Item 2. Policy Period** The policy period is from 12:01 AM on 01/01/2024 to 12:01AM on 01/01/2025 based on the insured's mailing address time zone.

**Item 3. Coverage:**

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed:  
MA
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 100,000.00	each accident
Bodily Injury by Disease	\$ 500,000.00	policy limit
Bodily Injury by Disease	\$ 100,000.00	each employee

C. Other States Insurance:

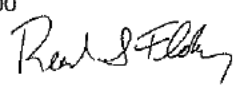
D. [REDACTED]

**Item 4: Premium**

The Premium for the policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code #	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
-----------------	--------	---	-----------------------------------	--------------------------

See Schedule of Operations on Following Page(s)

<u>Minimum Premium</u>	<u>Prorated Premium</u>	<u>Estimated Annual Premium</u>	<u>Expense Constant</u>
\$ 252.00	\$ 9,296.00	\$ 9,296.00	\$ 0.00
Issuing Office: 35 Braintree Hill Office Park Ste 206 Braintree MA 02185-0000		Date Printed: 01-16-2024	Countersigned by: 

**Workers Compensation and Employers Liability Insurance Policy**

Insurer ID No (s): 34355  
 MA Retail Merchants WC Group Inc.  
 PO Box 859222-9222  
 Braintree, MA 02185-0000

<b>Carrier Policy #:</b>	<b>Policy Period</b>
[REDACTED]	01/01/2024 to 01/01/2025

<b>Information Page</b>	<b>FEIN:</b> [REDACTED]	<b>Carrier Prior Policy #:</b> [REDACTED]	<b>Renewal Policy</b>
<b>Item 1: Named Insured and Address</b>		<b>Agency</b>	
Cheryl-Anns Bakery of Brookline Inc. 1010 W Roxbury Pkwy Chestnut Hill, MA 02467		HUB NE Association Programs 300 Ballardvale Street Wilmington, MA 01887	

**Schedule of Covered Workplaces**

**Other Workplace**

Cheryl-Anns Bakery of Brookline Inc.  
 1010 W. Roxbury Pkwy  
 Chestnut Hill, MA 02467

Mailing:  
 1010 W Roxbury Pkwy  
 Chestnut Hill, MA 02467

Effective Date: 01/01/2024  
 NAICS Code: 311811  
 Division #: 0  
 Workplace #: 0000000001  
 State Risk ID #: 00083271

**Workers Compensation and Employers Liability  
Insurance Policy**

Insurer ID No (s): 34355  
 MA Retail Merchants WC Group Inc.  
 PO Box 859222-9222  
 Braintree, MA 02185-0000

<b>Carrier Policy #:</b>	<b>Policy Period</b>
[REDACTED]	01/01/2024 to 01/01/2025

<b>Information Page</b>	<b>FEIN:</b> [REDACTED]	<b>Carrier Prior Policy #:</b> [REDACTED]	<b>Renewal Policy</b>
<b>Item 1: Named Insured and Address</b>		<b>Agency</b>	
Cheryl-Anns Bakery of Brookline Inc. 1010 W Roxbury Pkwy Chestnut Hill, MA 02467		HUB NE Association Programs 300 Ballardvale Street Wilmington, MA 01887	

**Schedule of Classifications : MA**

Code No.	Classification	Payroll	Rate	Premium
2003	Bakery & Drivers, Route Superv 01/01/24 - 01/01/25	\$ 406,164.00	2.67	\$ 10,845.00

Description	Percentage	Factor	Amount
Manual Premium			\$ 10,845.00
Rate Deviation (9037)	10.0000%		\$ 1,085.00
Experience Modification - Listed below (9898)		0.9400	\$ 9,174.00
Standard Premium			\$ 9,174.00
Normal Premium			\$ 9,174.00
Expense Constant (0001)			\$ 0.00
Domestic Terrorism (9740)		0.0300	\$ 122.00
Annual Premium			\$ 9,296.00
DIA Assessment	1.6200% / 1.6200%		\$ 165.00
<b>Total</b>			<b>\$ 9,461.00</b>

Experience Modifiers	ARAP	Effective Date	Payroll	Rate	Charge	
.9400	1.0000	01/01/2024	Domestic Terrorism	406,164.00	0.0300	122.00



# 3.P. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/11/24

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).

<b>PRODUCER</b> World Insurance Associates LLC 34 Main Street West Yarmouth, MA 02673	<b>CONTACT NAME:</b> Paul Schlegel <b>PHONE (A/C, No, Ext):</b> 508-771-8381 <b>FAX (A/C, No):</b> 508-771-0663 <b>E-MAIL ADDRESS:</b> schlegelinsurance@gmail.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>NGM INSURANCE</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  CHERYL ANNS OF BROOKLINE CHERYL ANNS OF BROOKLINE 1010 W ROXBURY PKWY BROOKLINE, MA 02467	<b>NAIC #</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPJ3352U	02/26/24	02/26/25	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

TOWN OF BROOKLINE  
333 WASHINGTON ST  
BROOKLINE, MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
  
AUTHORIZED REPRESENTATIVE

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## **New Common Victualler**

Applicant: Keneddy Lavour.  
DBA: Brother Roast Beef & Pizza  
Location: 293 Cypress Street, Brookline, Ma 02445

### **Application Details:**

Question of approving the application of a Common Victualler for Keneddy Lavour d/b/a Brother Roast Beef & Pizza at 293 Cypress Street. Hours of operation will be Sunday – Saturday 10:30AM – 10:00PM. Seating will consist of 18 inside seat.

### **Reports (Attached):**

Health Department (Approved)  
Building Department (Approved)  
Police Department (Approved)  
Fire Department (Approved)



MEMORANDUM

TO: Sigalle Reiss, Commissioner of Public Health & Human Services  
Daniel Bennett, Building Commissioner  
Jennifer Pastor, Chief of Police  
John Sullivan, Chief of Fire

FROM: Charles Carey, Town Administrator

RE: New Common Victualler

DATE: March 19, 2024

---

May we please have reports on the attached application:

Applicant: Keneddy Lavour  
DBA: Brother Roast Beef & Pizza  
License Type: Common Victualler  
Location: 293 Cypress Street, Brookline, Ma 02445

**Application Details:**

Question of approving the application of a Common Victualler for Keneddy Lavour d/b/a Brother Roast Beef & Pizza at 293 Cypress Street. Hours of operation will be Sunday – Saturday 10:30AM – 10:00PM. Seating will consist of 18 inside seat.

This application is scheduled to go before the Board on **April 17, 2024**. May we please have the reports no later than **April 09, 2024**.

Thank you.

## Checklist for Common Victualler Only



- Common Victualler Application**
    - Vote of Corporation
    - Renovation Form
    - License Interview Form
    - State Tax Verification Form
  - Copy of menu**
  - Description of Operations**
  - Delivery description** (*how supplies are recieved*)
  - Litter Letter** (*description of trash removal*)
  - Three letters of reference** (*signed*)
  - Floor plans** (*Plans stamped by an architect*)
  - Certificate of Occupancy, Use, or Inspection agreement**
  - Legal Right to Occupy**, a lease or deed
  - Valid Identification** (*State issued License, Passport, etc.*)
  - Entertainment Application** (*if applicable*)
  - Outdoor Seating Application** (*if applicable*)
  
  - Business Certificate** (*Town Clerks Office*) (*required prior to opening*)
  - General Liability Insurance Certificate** (*required prior to opening*)
  - Certificate of Occupancy, Use, or Inspection** (*required prior to opening*)
  - Workers' Compensation Form** (*required prior to opening*)
- 
- Report from Brookline Police
  - Report from Building
  - Report from Fire
  - Report from Health



## BROOKLINE POLICE DEPARTMENT

*Brookline Massachusetts*

Jennifer Paster  
Chief of Police

TO: Chief Jennifer Paster  
FROM: Sergeant Timothy Yee  
RE: Common Victualler and Entertainment License  
Applicant: Keneddy Lavour  
DBA: Brother Roast Beef and Pizza  
DATE: 31 March 2024


---

Ma'am,

I received a memorandum from Town Hall regarding an application for a Common Victualler License for Applicant Keneddy Lavour, Brother Roast Beef and Pizza at 293 Cypress Street. Hours of operation will be Sunday through Saturday 1030 hours – 2200 hours. Seating will consist of 18 inside seats.

The applicant Keneddy Lavour does have experience in the food industry (approximately 8 years as well as 3 years in an educational institution). He does not hold a Common Victualler License any other town/city in Massachusetts. Given the fact that this is a new application in the town of Brookline/change in ownership, I am unaware of any incidents of relevance regarding Lavour or the location. The applicants do not appear to have any entries in our in-house system and I find no public safety reason to deny this request.

Respectfully Submitted,

  
Date: 2024.03.31 15:00:25  
-04'00'

Timothy Yee

SGT, Patrol Division



Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454



# TOWN of BROOKLINE

*Massachusetts*

## BUILDING DEPARTMENT

**Daniel F. Bennett**  
Building Commissioner

### INTEROFFICE MEMORANDUM

---

**Date:** March 25, 2024

**To:** Charles Carey  
Town Administrator

**From:** Daniel F. Bennett  
Building Commissioner

**Re:** **293 Cypress Street** - Application from Keneddy Lavour, d/b/a Brother Roast Beef & Pizza, Keneddy Lavour, Manager, for a Common Victualler License with a seating capacity of 18 and operating hours of Sunday-Saturday 10:30am-10pm (Your memo dated March 19, 2024).

The subject business is located in an M-1.0 (apartment house) residence zoning district. Although businesses are not allowed in this district, this is a pre-existing, non-conforming use and would be classified as Use #30 per Article 4.07 of the Zoning By-Law. There appears to be no expansion of the use, therefore the specific use at this address is allowed.

The establishment has been used as a restaurant with a seating capacity of 18 and meets the applicable provisions of the Massachusetts State Building Code for use as a restaurant. There are no plans to perform any work on the premises as part of this application. The applicant is reminded that all signs and advertising devices require review by the Planning Board and a building permit prior to the installation. All building, plumbing, gas fitting, electrical, mechanical work require permits from the Building Department.

If an odor problem occurs as a result of this use, an odor control system designed and stamped by a professional registered engineer must be installed with maintenance and cleaning schedule to be submitted to the Building Department. Given its location within a residential neighborhood, the owner must ensure maintenance of the ventilation system to minimize inconvenience to nearby properties.

The Building Department has no objection with the application from Keneddy Lavour, d/b/a Brother Roast Beef & Pizza, Keneddy Lavour, Manager, for a Common Victualler License with a seating capacity of 18 and operating hours of Sunday-Saturday 10:30am-10pm.



**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

---

**11 Pierce Street, Brookline, Massachusetts, 02445**  
**Telephone: (617) 730-2300 Facsimile: (617) 730-2296**  
**Website: [www.brooklinema.gov](http://www.brooklinema.gov)**

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Sigalle Reiss, MPH, REHS/RS  
*Commissioner of Public Health  
& Human Services*

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: ***Charles Carey, Town Administrator***  
For the Select Board

From: Sigalle Reiss  
Director of Public Health & Human Services

Date: March 21, 2024

Re: Brother Roast Beef & Pizza  
Keneddy Lavour  
293 Cypress St. Brookline MA 02445  
Common Victualler

---

Please be advised that the Brookline Department of Public Health (BDPH) has reviewed the application and plans for the above-noted establishment. The BDPH has no objections to the issuance of a Common Victualler/Alternate Manager license. This recommendation is under the following conditions:

- The establishment must submit all required documents and an application for a food permit along with the applicable fee to the BDPH, and complete all plan review food permit orientation.
- The operator must maintain Food Safety, and Allergy Awareness Certifications.
- An odor control system should be installed and maintained to prevent excessive cooking odors should the BDPH receive valid nuisance complaints.
- The operator must provide and maintain an adequate Trash/recycling management Plan. The plan must be submitted along with the Food Permit application for review.
- The establishment must receive a pre-operational inspection before the license is released.

### 3.Q.

- The establishment must comply with the Town By-Laws on using artificial Trans-Fats, Polystyrene, and tobacco control
- An integrated pest management service, including inspections, treatments, and recommendations must be provided by a licensed pest control contractor



**BROOKLINE FIRE DEPARTMENT**  
*Town of Brookline Massachusetts*

**FIRE DEPARTMENT**

John F. Sullivan  
Chief of Department

350 Washington Street  
PO Box 470557  
Brookline MA 02447-0557  
Tel: 617-730-2272  
Fax: 617-730-2391  
[www.brooklinema.gov](http://www.brooklinema.gov)

**BROOKLINE FIRE DEPARTMENT**  
**M E M O R A N D U M**

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**Date:** March 19, 2024  
**To:** Charles Carey, Town Administrator  
**From:** Todd Cantor, Deputy Chief  
Fire Prevention Division  
**Re:** **Application for a Common Victualler for Kennedy Lavour**

The Brookline Fire Department approves of the Application for a Common Victualler for Kennedy Lavour d/b/a Brother's Roast Beef & Pizza at 293 Cypress Street.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR  
COMMON VICTUALLER LICENSE**

DATE: 03/07/2024

LOCATION: 293 cypress street ZIP: 02445

APPLICANT: keneddy lavour

**INDIVIDUAL/PARTNERSHIP/CORPORATION**

D/B/A: brothers roast beef & pizza

**BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:**

\_\_\_\_\_

NAME	TITLE	EMAIL ADDRESS
keneddy lavour	manager	[REDACTED]

TELEPHONE # ADDRESS

NAME	TITLE	EMAIL ADDRESS



### 3.Q.

TELEPHONE #

ADDRESS

NAME

TITLE

EMAIL ADDRESS

TELEPHONE #

ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? no

IF YES, LOCATION: AND DATES: \_\_\_\_\_

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: yes

IF YES, LOCATION: AND DATES catering and special events, pop ups and short term locations

HOURS OF OPERATION FOR FOOD SERVICE:

sunday to saturday 10:30 am to 10 pm  
DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (if applicable)

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

PLEASE NOTE:

THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

**MENU: (GENERAL TYPE OF FOOD SERVED)**

roast beef and pizza

FLOOR SPACE SQ. FT. 1400

**BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises?** no  
(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE DINING: 18 INSIDE BAR: OUTSIDE:

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: \_\_\_\_\_

NUMBER OF BATHROOMS : EMPLOYEE: 1 PUBLIC: 0

NUMBER OF PARKING SPACES (IF ANY): n/a

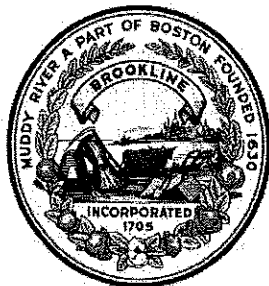
NUMBER OF EMPLOYEES: 0

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions Keneddy Lavour

APPLICANT SIGNATURE Keneddy Lavour TITLE: manager PHONE# [REDACTED]

EMAIL ADDRESS [REDACTED]



VOTE OF CORPORATION

DATE: \_\_\_\_\_

AT A MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_

HELD AT: \_\_\_\_\_ ON: \_\_\_\_\_

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

\_\_\_\_\_  
(TYPE OF LICENSE)

FOR THE YEAR \_\_\_\_\_ TO BE EXERCISED ON THE PREMISES LOCATED AT

\_\_\_\_\_  
VOTED: TO AUTHORIZE \_\_\_\_\_ TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF \_\_\_\_\_ AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS \_\_\_\_\_ BEEN DISSOLVED.

A TRUE COPY

ATTEST: \_\_\_\_\_  
CLERK



**RENOVATION FORM**

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) n/a

\_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

(3) \_\_\_\_\_

\_\_\_\_\_

(4) \_\_\_\_\_

\_\_\_\_\_

(5) \_\_\_\_\_

\_\_\_\_\_

(6) \_\_\_\_\_

\_\_\_\_\_

DATE: 05/03/2024

SIGNATURE OF APPLICANT: Kennedy Lavour

**(PLEASE SUBMIT A SET OF PLANS )**



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: common victualler

NAME: keneddy lavour

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: dominican republic

FATHER'S NAME: lavour MOTHER'S MAIDEN NAME: solano

ARE YOU A CITIZEN? YES  NO  ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES  NO

RESIDENCES FOR LAST FIVE YEARS

DATE: 2015-present LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EDUCATION**

**DATE:** 2013                      **LOCATION:** le cordon bleu cambridge

---

**DATE:**                              **LOCATION:**

---

**DATE:**                              **LOCATION:**

---

**DATE:**                              **LOCATION:**

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**EMPLOYMENT HISTORY**

**DATE:** 2020                      **LOCATION:** the nada cart boston      **POSITION** owner

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**DATE:** 2018                      **LOCATION:** encore boston harbor      **POSITION** manager

---

**DATE:** 2016-2018              **LOCATION:** legal harborside              **POSITION** manager

---

**DATE:**                              **LOCATION:**                              **POSITION**

---

**DATE:**                              **LOCATION:**                              **POSITION**

---

**DO YOU HAVE PRIOR RESTAURANT EXPERIENCE?**      YES                       NO

---

**IF YES WHEN AND WHERE?:**

**DATE:**                              **LOCATION:**

---

**DATE:**                              **LOCATION:**

---

**DATE:**                              **LOCATION:**

---

**SIGNATURE:** *Keneddy Lavour*                              **DATE:** 03/05/2024

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**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**



STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

*Keneddy Lavour*  
\_\_\_\_\_

\*Signature of Individual

*Keneddy Lavour*  
\_\_\_\_\_

By: Corporate Officer



\*\* Social Security #

Voluntary or Federal ID #

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

# 3.Q.

## Pizzas

### Cheese Pizza

Classic cheese or create your own pizza.

Small

\$9.90

Large

\$13.90

### Extra Cheese Pizza

Extra Cheese Pizza

Small

\$11.40

Large

\$16.40

### Onion Pizza

Onion Pizza

Small

\$11.40

Large

\$16.40

### Peppers Pizza

Peppers Pizza

Small

\$11.40

Large

\$16.40

### Mushrooms Pizza

Mushrooms Pizza

Small

\$11.40

Large

\$16.40

### Salami Pizza

Salami Pizza

Small

\$11.40

Large

\$16.40

### Ham Pizza

Ham Pizza

Small

\$11.40

Large

\$16.40

### Pepperoni Pizza

Pepperoni Pizza

Small

\$11.40

Large



### 3.Q.

Hamburger Pizza	\$16.40
Hamburger Pizza Small	
Large	\$11.40
Anchovies Pizza	\$16.40
Anchovies Pizza Small	
Large	\$11.40
	\$16.40
<b>Gourmet Pizzas</b>	
Hawaiian Pizza	
Tomato sauce, cheese, pineapple, and bacon.	
Small	\$13.00
Large	\$21.00
Veggie Pizza	
Topped with mushrooms, tomatoes, green peppers, onions, and olives.	
Small	\$13.50
Large	\$21.00
Meat Lover's Pizza	
Topped with cheese, bacon, ham, and pepperoni.	
Small	\$14.75
Large	\$22.75
BBQ Chicken Pizza	
Topped with BBQ sauce, mozzarella, and chicken meat.	
Small	\$13.75
Large	\$21.00
Buffalo Chicken Pizza	
Buffalo chicken and mozzarella cheese.	
Small	\$13.75
Large	\$21.00
Greek Pizza	
Tomato, olives, feta and onions.	
Small	\$13.50

### 3.Q.

Large	\$20.00
Brother's Special Pizza	
Brother's Special Pizza	
Small	\$15.00
Large	\$24.00
Chicken Broccoli Alfredo Pizza	
Made with our homemade creamy alfredo sauce. Topped with classic cheese, chicken, and broccoli.	
Small	\$13.95
Large	\$22.00
Melanzana Pizza	
Eggplant, roasted peppers, onions and ricotta.	
Small	\$13.95
Large	\$22.00
Mediterranean Pizza	
Olives, artichoke hearts, feta and spinach.	
Small	\$13.50
Large	\$22.00
Shrimp Scampi Pizza	
Fresh mozzarella, fresh tomato and basil.	
Small	\$14.75
Large	\$22.75
Chicken Bacon Ranch Pizza	
Mozzarella cheese, bacon, chicken, and yummy ranch dressing.	
Small	\$13.75
Large	\$22.95
Pizza By The Slice	
Cheese Pizza Slice	
Cheese Pizza Slice	
Slice	\$3.00
Soups	
Chicken & Rice Soup	
Chicken & Rice Soup	
Soup	\$7.00

### 3.Q.

#### Salads

##### Garden Salad

Pita, house dressing, lettuce, tomato, green pepper, carrots, cucumber, olives and onions.

Salad

\$9.00

##### Caesar Salad

Pita, Caesar dressing, romaine, croutons and grated cheese.

Salad

\$9.00

##### Greek Salad

Pita, house dressing, lettuce, tomato, green pepper, carrots, cucumber, olives, feta and onions.

Salad

\$9.50

##### Tuna Salad

Pita, house dressing, lettuce, tomato, green pepper, carrots, cucumber, olives, onion and tuna salad.

Salad

\$12.00

##### Chef Salad

Pita, house dressing, lettuce, tomato, green pepper, carrots, cucumber, olives, onion, American cheese, turkey, ham and pepperoni.

Salad

\$12.00

##### Crabmeat Salad

Pita, house dressing, lettuce, tomato, green pepper, carrots, cucumber, olives, onion and crab meat.

Salad

\$12.00

##### Grilled Chicken Kabob Salad

Pita, house dressing, grilled chicken, lettuce, tomato, cucumber, onions, green peppers, olives and carrots.

Salad

\$13.50

##### Steak Tip Salad

Pita, house dressing, tender steak tip, lettuce, tomato, cucumber, onions, green peppers, olives and carrots.

Salad

\$13.50

##### Chicken Caesar Salad

Pita, Caesar dressing, romaine, croutons, grated cheese and grilled chicken.

Salad

\$13.50

##### Steak Tip Caesar Salad

Pita, Caesar dressing, romaine, croutons, grated cheese and steak tips.

Salad

\$13.50

##### Combo Salad

Served with pita and house dressing. steak tip & grilled chicken.

Salad

\$15.50

##### Chicken Cutlet Salad

### 3.Q.

Served with pita and house dressing. Salad	\$13.50
Grilled Shrimp Salad Served with pita and house dressing. Salad	\$13.50
Grilled Shrimp Caesar Salad Served with pita and house dressing. Salad	\$13.50
<b>Side Orders</b>	
French Fries French Fries Medium	\$6.00
Large	\$7.50
Homestyle Fries Homestyle Fries Medium	\$6.00
Large	\$7.50
Curly Fries Curly Fries Medium	\$6.00
Large	\$7.50
Steak Fries Steak Fries Medium	\$6.00
Large	\$7.50
Onion Rings Onion Rings Medium	\$6.00
Large	\$7.50
Mozzarella Sticks Mozzarella Sticks Medium	\$7.50
Large	\$13.50

### 3.Q.

Chicken Wings	
Chicken Wings	
Medium	\$10.00
Large	\$15.50
Chicken Fingers	
Chicken Fingers	
Medium	\$10.00
Large	\$15.50
Buffalo Fingers	
Buffalo Fingers	
Medium	\$10.50
Large	\$16.00
Buffalo Wings	
Buffalo Wings	
Medium	\$10.50
Large	\$16.00
Jalapeno Poppers	
Jalapeno Poppers	
Medium	\$7.00
Large	\$13.00
Fried Mushrooms	
Fried Mushrooms	
Medium	\$7.00
Large	\$13.00
Pizza Roll	
Pizza Roll	
Roll	\$4.00
Spinach Roll	
Spinach Roll	
Roll	\$4.00
Steak Cheese Roll	
Steak Cheese Roll	
Roll	\$4.00

### 3.Q.

Extra Dressing	
Extra Dressing	
Side	\$0.75
Feta Cheese	
Feta Cheese	
Side	\$1.00
BBQ Sauce	
BBQ Sauce	
Side	\$0.75
Tartar Sauce	
Tartar Sauce	
Side	\$0.75
<b>Seafood Sides</b>	
Side Of Clam Strips	
Side of Clam Strips	
Medium	\$12.95
Large	\$17.95
Side Of Scallops	
5	
Medium	\$15.95
Large	\$22.55
Side Of Shrimp	
Side of Shrimp	
10 Pieces	\$15.95
20 Pieces	\$25.95
<b>Calzones</b>	
Spinach & Feta Calzone	
Spinach & Feta Calzone	
Smal	\$15.00
Medium	\$25.00
Large	\$40.00
Veggie Calzone	
Mushrooms, tomatoes, green peppers, onions, spinach, and broccoli.	
Smal	\$15.00
Medium	

### 3.Q.

Large	\$25.00
	\$40.00
Ham & Cheese Calzone	
Ham, ricotta, mozzarella & parmesan.	
Smal	\$15.00
Medium	\$25.00
Large	\$40.00
Italian Cold Cut Calzone	
Italian Cold Cut Calzone	
Smal	\$15.00
Medium	\$25.00
Large	\$40.00
Eggplant Calzone	
Eggplant Calzone	
Smal	\$15.00
Medium	\$25.00
Large	\$40.00
Chicken & Broccoli Calzone	
Chicken & Broccoli Calzone	
Smal	\$15.00
Medium	\$25.00
Large	\$40.00
Grilled Chicken Kabob Calzone	
Grilled Chicken Kabob Calzone	
Smal	\$15.00
Medium	\$25.00
Large	\$40.00
Chicken Bomb Calzone	
Peppers, onions, mushrooms, grilled chicken and cheese.	
Smal	\$15.00
Medium	\$15.00

### 3.Q.

	\$25.00
Large	\$40.00
<b>Buffalo Chicken Calzone</b> Stuffed with buffalo chicken and gooey mozzarella cheese.	
Small	\$15.00
Medium	\$25.00
Large	\$40.00
<b>BBQ Chicken Calzone</b> Filled with barbeque chicken and lots of melting cheese.	
Small	\$15.00
Medium	\$25.00
Large	\$40.00
<b>Steak &amp; Cheese Calzone</b> Stuffed with mozzarella and sliced steak.	
Small	\$15.00
Medium	\$25.00
Large	\$40.00
<b>Steak Bomb Calzone</b> Steak Bomb Calzone	
Small	\$15.00
Medium	\$25.00
Large	\$40.00
<b>Chicken Parm Calzone</b> Chicken Parm Calzone	
Small	\$15.00
Medium	\$25.00
Large	\$40.00
<b>Veal Parm Calzone</b> Veal Parm Calzone	
Small	\$15.00
Medium	



# 3.Q.

	\$25.00
Large	\$40.00
Sausage Calzone	
Sausage Calzone	
Small	\$15.00
Medium	\$25.00
Large	\$40.00
Meatball Calzone	
Meatball, sauce, and cheese.	
Small	\$15.00
Medium	\$25.00
Large	\$40.00
<b>Hot Roast Beef Sandwiches</b>	
Super Beef Sandwich	
Served on onion roll with your choice of sauce.	
Sandwich	\$12.85
Regular Beef Sandwich	
Served on bulkie roll with your choice of sauce.	
Sandwich	\$10.45
Junior Beef Sandwich	
Served on plain roll with your choice of sauce.	
Sandwich	\$8.95
Roast Beef Sub	
Roast Beef Sub	
Small	\$11.95
Large	\$14.50
<b>Hot Sandwiches</b>	
Super Pastrami Sandwich	
Served with your choice of sauce.	
Sandwich	\$12.85
Regular Pastrami Sandwich	
Served with your choice of sauce.	
Sandwich	\$10.65
Fish Filet Sandwich	
Served with your choice of sauce.	

### 3.Q.

Sandwich	\$9.50
Hamburger Served with your choice of sauce. Sandwich	\$8.00
Cheeseburger Served with your choice of sauce. Sandwich	\$8.50
King Hot Dog Served with your choice of sauce. Hot Dog	\$6.50
Super Chicken Sandwich Served with your choice of sauce. Sandwich	\$9.50
Char-Broiled Chicken Sandwich Served with your choice of sauce. Sandwich	\$9.25
Grilled Cheese Sandwich Served with your choice of sauce. Sandwich	\$5.50
Hot Steak Subs	
Cheese Steak Sub American cheese and steak. Small	\$10.50
Large	\$12.50
Pepper Steak Sub American cheese, grilled peppers and steak. Small	\$11.00
Large	\$13.00
Pepper Steak Pita Pocket American cheese, grilled peppers and steak. Pita	\$13.00
Pepper Steak Wrap American cheese, grilled peppers and steak. Wrap	\$13.00
Onion Steak Sub American cheese, grilled onions and steak.	

### 3.Q.

Small	\$11.00
Large	\$13.00
<b>Onion Steak Pita Pocket</b> American cheese, grilled onions and steak. Pita	\$13.00
<b>Onion Steak Wrap</b> American cheese, grilled onions and steak. Wrap	\$13.00
<b>Mushroom Steak Sub</b> American cheese, grilled mushrooms and steak. Small	\$11.00
Large	\$13.00
<b>Mushroom Steak Pita Pocket</b> American cheese, grilled mushrooms and steak. Pita	\$13.00
<b>Mushroom Steak Wrap</b> American cheese, grilled mushrooms and steak. Wrap	\$13.00
<b>Steak Bomb Sub</b> American cheese, grilled peppers, grilled onions, grilled mushrooms, and steak. Small	\$11.50
Large	\$13.50
<b>Steak Bomb Pita Pocket</b> American cheese, grilled peppers, grilled onions, grilled mushrooms, and steak. Pita	\$13.50
<b>Steak Bomb Wrap</b> American cheese, grilled peppers, grilled onions, grilled mushrooms, and steak. Wrap	\$13.50
<b>Steak Tip Sub</b> American cheese and grilled onions and mushrooms and peppers. Small	\$12.00
Large	\$14.00
<b>Cold Subs</b> Vegetarian Sub Vegetarian Sub	

### 3.Q.

Small	\$9.00
Large	\$11.00
Vegetarian Pita Pocket Vegetarian Pita Pocket Pita	\$11.00
Vegetarian Wrap Vegetarian Wrap Wrap	\$11.00
American Sub American Sub Small	\$10.25
Large	\$11.50
American Pita Pocket American Pita Pocket Pita	\$11.50
American Wrap American Wrap Wrap	\$11.50
Italian Sub Italian Sub Small	\$10.25
Large	\$11.50
Italian Pita Pocket Italian Pita Pocket Pita	\$11.50
Italian Wrap Italian Wrap Wrap	\$11.50
Ham & Cheese Sub Topped with ham and classic cheese. Small	\$10.25
Large	\$11.50
Ham & Cheese Pita Pocket Topped with ham and classic cheese. Pita	\$11.50

### 3.Q.

Ham & Cheese Wrap Topped with ham and classic cheese. Pita	\$11.50
Salami Sub Salami Sub Small	\$11.50
Large	\$10.25
Salami Pita Pocket Salami Pita Pocket Pita	\$11.50
Salami Wrap Salami Wrap Wrap	\$11.50
Turkey Sub Turkey and veggies make for a scrumptious sub. Small	\$11.50
Large	\$13.50
Turkey Pita Pocket Turkey and veggies make for a scrumptious sub. Pita	\$13.50
Turkey Wrap Turkey and veggies make for a scrumptious sub. Wrap	\$13.50
Tuna Salad Sub Tuna Salad Sub Small	\$11.50
Large	\$13.50
Tuna Salad Pita Pocket Tuna Salad Pita Pocket Pita	\$13.50
Tuna Salad Wrap Tuna Salad Wrap Wrap	\$13.50
Crabmeat Sub Crabmeat Sub	\$13.50

# 3.Q.

Small	\$11.50
Large	\$13.50
Crabmeat Pita Pocket	
Crabmeat Pita Pocket	
Pita	\$13.50
Crabmeat Wrap	
Crabmeat Wrap	
Wrap	\$13.50
<b>Hot Subs</b>	
Hot Veggie Sub	
Hot Veggie Sub	
Small	\$10.00
Large	\$12.00
BLT Sub	
BLT Sub	
Small	\$11.00
Large	\$13.00
Meatball Sub	
Meatballs homemade	
Small	\$11.00
Large	\$13.50
Eggplant Sub	
Eggplant Sub	
Small	\$10.25
Large	\$11.50
Eggplant Pita Pocket	
Eggplant Pita Pocket	
Pita	\$11.50
Eggplant Wrap	
Eggplant Wrap	
Wrap	\$11.50
Pastrami Sub	
Pastrami Sub	
Small	

### 3.Q.

	\$11.50
Large	
	\$13.50
Pastrami Pita Pocket	
Pastrami Pita Pocket	
Pita	\$13.50
Pastrami Wrap	
Pastrami Wrap	
Pita	\$13.50
Sausage Sub	
Sausage Sub	
Small	\$11.50
Large	
	\$13.50
Sausage Pita Pocket	
Sausage Pita Pocket	
Pita	\$13.50
Sausage Wrap	
Sausage Wrap	
Wrap	\$13.50
Chicken Parm Sub	
Chicken Parm Sub	
Small	\$10.50
Large	
	\$12.50
Chicken Parm Pita Pocket	
Chicken Parm Pita Pocket	
Pita	\$12.50
Chicken Parm Wrap	
Chicken Parm Wrap	
Wrap	\$12.50
Buffalo Chicken Sub	
Chicken meat, classic cheese, and buffalo sauce.	
Small	\$11.50
Large	
	\$13.50
Buffalo Chicken Pita Pocket	
Chicken meat, classic cheese, and buffalo sauce.	
Pita	

### 3.Q.

	\$13.50
Buffalo Chicken Wrap	
Chicken meat, classic cheese, and buffalo sauce.	
Wrap	\$13.50
Veal Parm Sub	
Veal Parm Sub	
Small	\$11.50
Large	\$13.50
Veal Parm Pita Pocket	
Veal Parm Pita Pocket	
Pita	\$13.50
Veal Parm Wrap	
Veal Parm Wrap	
Wrap	\$13.50
Hamburger Sub	
Hamburger Sub	
Small	\$11.50
Large	\$13.50
Hamburger Pita Pocket	
Hamburger Pita Pocket	
Pita	\$13.50
Hamburger Wrap	
Hamburger Wrap	
Wrap	\$13.50
Cheeseburger Sub	
Cheeseburger Sub	
Small	\$11.50
Large	\$13.50
Cheeseburger Pita Pocket	
Cheeseburger Pita Pocket	
Pita	\$13.50
Cheeseburger Wrap	
Cheeseburger Wrap	
Wrap	\$13.50
Grilled Chicken Kabob Sub	
Grilled Chicken Kabob Sub	



### 3.Q.

Small	\$11.50
Large	\$13.50
Grilled Chicken Pita Pocket Grilled Chicken Pita Pocket Pita	\$13.50
Grilled Chicken Wrap Grilled Chicken Wrap Wrap	\$13.50
Fish Sub Fish Sub Small	\$11.50
Large	\$13.50
Chicken Bomb Sub Chicken Bomb Sub Small	\$11.50
Large	\$13.50
Gyro Sandwich Gyro Sandwich Sandwich	\$12.00
Chicken Burrito Sub onions,cheddar cheese and rice and chicken and salsa sauce and lettuce. Sub	\$11.50
Steak Burrito Sub Onions,cheddar cheese and rice and steak and salsa sauce and lettuce. Sub	\$11.50
Omelette Subs	
Pepper & Egg Sub Sub Pepper & Egg Sub Sub Small	\$9.50
Large	\$11.50
Western Omelette Sub Ham and onions. Small	\$9.50
Large	

### 3.Q.

	\$11.50
Sausage & Egg Sub	
Sausage & Egg Sub	
Small	\$9.50
Large	\$11.50
Steak & Egg Sub	
Steak & Egg Sub	
Small	\$9.50
Large	\$11.50
Steak & Egg Pita Pocket	
Steak & Egg Pita Pocket	
Pita	\$11.50
Steak & Egg Wrap	
Steak & Egg Wrap	
Wrap	\$11.50
Bacon & Egg Sub	
Bacon & Egg Sub	
Small	\$9.50
Large	\$11.50
Wraps	
Chicken Caesar Wrap	
Chicken Caesar Wrap	
Wrap	\$12.00
Greek Wrap With Chicken	
Greek Wrap with Chicken	
Wrap	\$13.00
Club Sandwiches	
Turkey Club Sandwich	
Served on choice of bread with bacon, lettuce, tomato and fries.	
Club	\$13.50
Ham Club Sandwich	
Served on choice of bread with bacon, lettuce, tomato and fries.	
Club	\$13.50
Tuna Club Sandwich	
Served on choice of bread with bacon, lettuce, tomato and fries.	
Club	\$13.50

### 3.Q.

Crabmeat Salad Club Sandwich Served on choice of bread with bacon, lettuce, tomato and fries. Club	\$13.50
Cheeseburger Club Served on choice of bread with bacon, lettuce, tomato and fries. Club	\$13.50
Charbroiled Chicken Club Sandwich Served on choice of bread with bacon, lettuce, tomato and fries. Club	\$13.50
<b>Pasta Dishes</b>	
Spaghetti Served with garlic bread and your choice of sauce. Pasta	\$10.00
Ziti Served with garlic bread and your choice of sauce. Pasta	\$10.00
Spaghetti With Meatball Served with garlic bread. Pasta	\$15.50
Spaghetti With Sausage Served with garlic bread. Pasta	\$15.50
Ziti With Meatball Served with garlic bread. Pasta	\$15.50
Ziti With Sausage Served with garlic bread. Pasta	\$15.50
Spaghetti With Veal Parmesan Served with garlic bread. Pasta	\$15.50
Ziti With Veal Parmesan Served with garlic bread. Pasta	\$15.50
Spaghetti With Chicken Parmesan Served with garlic bread. Pasta	\$15.50

### 3.Q.

Ziti With Chicken Parmesan Served with garlic bread. Pasta	\$15.50
Chicken & Broccoli Alfredo Served with garlic bread. Pasta	\$17.00
Shrimp Broccoli Alfredo Served with garlic bread. Pasta	\$17.00
Shrimp Scampi Served with garlic bread. Pasta	\$17.00
Ravioli With marinara sauce. Served with garlic bread. Pasta	\$13.00
Stuffed Shells With marinara sauce. Served with garlic bread. Pasta	\$11.50
Ravioli With Meatball Served with garlic bread. Pasta	\$15.50
Stuffed Shells With Meatball Served with garlic bread. Pasta	\$14.95
Ravioli With Sausage Served with garlic bread. Pasta	\$15.50
Stuffed Shells With Sausage Served with garlic bread. Pasta	\$14.95
Ravioli With Veal Parmesan Served with garlic bread. Pasta	\$15.50
Stuffed Shells With Veal Parmesan Served with garlic bread. Pasta	\$14.95
Ravioli With Chicken Parmesan	

### 3.Q.

Served with garlic bread. Pasta	\$15.50
Stuffed Shells With Chicken Parmesan Served with garlic bread. Pasta	\$14.95
Lasagna With marinara sauce. Served with garlic bread. Pasta	\$11.45
Lasagna With Meatball Served with garlic bread. Pasta	\$12.45
Lasagna With Sausage Served with garlic bread. Pasta	\$12.45
Lasagna With Veal Parmesan Served with garlic bread. Pasta	\$12.75
Lasagna With Chicken Parmesan Served with garlic bread. Pasta	\$12.75
<b>Fresh Seafood Dinners</b>	
Clam Strips Dinner Served with your choice of two sides. Dinner	\$19.95
Scallops Dinner Served with your choice of two sides. Dinner	\$24.50
Shrimp Dinner Served with your choice of two sides. Dinner	\$24.50
Fish Fillet Dinner Served with your choice of two sides. Dinner	\$20.50
Fish & Chips Dinner Served with your choice of two sides. Dinner	\$20.50
Seafood Combo Dinner	

### 3.Q.

Served with your choice of two sides. Combo with fish, scallops, shrimp. Dinner	\$29.95
<b>Dinners</b>	
Grilled Chicken Kabob Dinner Served with your choice of two sides. Dinner	\$16.95
Steak Tips Dinner Served with your choice of two sides. Dinner	\$18.95
Roast Beef Dinner Served with your choice of two sides. Dinner	\$17.95
Super Beef Dinner Served with your choice of two sides. Dinner	\$18.95
Pastrami Dinner Served with your choice of two sides. Dinner	\$17.95
Super Pastrami Dinner Served with your choice of two sides. Dinner	\$18.95
Hamburger Dinner Served with your choice of two sides. Dinner	\$15.50
Cheeseburger Dinner Served with your choice of two sides. Dinner	\$16.00
Chicken Finger Dinner Served with your choice of two sides. Dinner	\$15.95
Buffalo Finger Dinner Served with your choice of two sides. Dinner	\$16.45
BBQ Finger Dinner Served with your choice of two sides. Dinner	\$16.45
Chicken Wing Dinner	

### 3.Q.

Served with your choice of two sides. Dinner	\$15.95
<b>Super Chicken Dinner</b> Served with your choice of two sides. Dinner	\$15.95
<b>Charbroiled Chicken Sandwich Dinner</b> Served with your choice of two sides. Dinner	\$15.95
<b>Gyro Dinner</b> Served with your choice of two sides. Dinner	\$15.25
<b>Rice Pilaf</b> Rice Pilaf Dinner	\$8.00
<b>BBQ Chicken Over Rice</b> BBQ Chicken Over Rice Dinner	\$13.00
<b>Plain Grilled Chicken Over Rice</b> Plain Grilled Chicken Over Rice Dinner	\$12.50
<b>BBQ Steak Tips Over Rice</b> BBQ Steak Tips Over Rice Dinner	\$14.50
<b>Rice Orders</b>	
Rice Pilaf Rice Pilaf Rice	\$8.00
<b>BBQ Grilled Chicken Over Rice</b> BBQ Grilled Chicken Over Rice Rice	\$13.00
<b>Plain Grilled Chicken Over Rice</b> Plain Grilled Chicken Over Rice Rice	\$12.50
<b>BBQ Steak Tips Over Rice</b> BBQ Steak Tips Over Rice Rice	\$13.00
<b>Kid's Menu</b>	

### 3.Q.

Kid's Chicken Fingers Three pieces. Served with fries. 3 Pieces	\$9.95
Kid's Chicken Wings Three pieces. Served with fries. 3 Pieces	\$9.95
Kid's Mozzarella Sticks Four pieces. Served with fries. 4 Pieces	\$9.75
Kid's Hot Dog Served with fries. Kids	\$9.95
<b>Desserts</b>	
Baklava Baklava Dessert	\$4.00
Tiramisu Tiramisu Dessert	\$6.25
Cookie Cookie Dessert	\$2.75
Brownie Brownie Dessert	\$2.75
Cheesecake Cheesecake Dessert	\$5.75
<b>Drinks</b>	
Soda Soda 20 oz.	\$2.25
2 Liter	\$3.50
Juice Juice Beverage	\$2.75
Lipton Tea	



### 3.Q.

Lipton Tea 20 oz.	\$2.75
Tropicana Tropicana Beverage	\$2.75
Water Water 20 oz.	\$2.00
Gatorade Gatorade Beverage	\$2.75
Blue Raspberry Life Water Blue Raspberry Life Water Bottled	\$2.00
<b>Catering Appetizers</b>	
Chicken Fingers Catering Figure 2-3 pieces per person. 25 Pieces (Serves 10 People)	\$45.50
50 Pieces (Serves 20 People)	\$87.00
Mozzarella Sticks Catering Figure 2-3 pieces per person. Vegetarian. 30 Pieces (Serves 12 People)	\$40.50
60 Pieces (Serves 25 People)	\$68.00
Boneless Buffalo Wings Figure 2-3 wings per person. Vegetarian, spicy. 25 Pieces (Serves 10 People)	\$55.50
50 Pieces (Serves 20 People)	\$83.00
Chicken Wings Catering Figure 2-3 wings per person. 30 Pieces (Serves 12 People)	\$50.50
60 Pieces (Serves 25 People)	\$80.00
Buffalo Chicken Wings Catering Figure 2-3 wings per person. Spicy. 25 Pieces (Serves 10 People)	\$55.50
50 Pieces (Serves 20 People)	

### 3.Q.

	<b>\$83.00</b>
<b>Catering Salads</b>	
<b>Garden Salad Catering</b> Lettuce with tomatoes, peppers, carrots, cucumbers, olives, feta, onions, house dressing, and pita bread. Vegetarian. Small (Serves 7 People)	<b>\$40.50</b>
Large (Serves 15 People)	<b>\$70.00</b>
<b>Caesar Salad Catering</b> Lettuce with croutons, Parmesan, and Caesar dressing. Small (Serves 7 People)	<b>\$40.50</b>
Large (Serves 15 People)	<b>\$70.00</b>
<b>Steak Tip Salad Catering</b> Mixed greens with steak tips, onions, olives, cucumber, carrots, peppers, tomatoes, house dressing, and pita bread. Entree salad. Small (Serves 7 People)	<b>\$60.00</b>
Large (Serves 15 People)	<b>\$109.00</b>
<b>Grilled Chicken Kabob Salad Catering</b> Pita, house dressing, grilled chicken, lettuce, tomato, cucumber, onions, green peppers, olives and carrots. Small (Serves 7 People)	<b>\$42.50</b>
Large (Serves 15 People)	<b>\$80.00</b>
<b>Catering Sandwiches</b>	
<b>Catering Sub</b> Catering Sub 3 Foot (Serves 6 People)	<b>\$50.00</b>
6 Foot (Serves 15 People)	<b>\$90.00</b>
<b>Catering Hot Entrees</b>	
<b>Sausage, Peppers &amp; Onions Catering</b> Consider pairing with pasta for a complete meal. Small (Serves 7 People)	<b>\$50.50</b>
Large (Serves 15 People)	<b>\$82.00</b>
<b>Chicken Parmesan Catering</b> Served with ziti. Small (Serves 7 People)	<b>\$50.50</b>
Large (Serves 15 People)	<b>\$82.00</b>

### 3.Q.

<b>Veal Parmesan Catering</b>	
Served with ziti.	
Small (Serves 7 People)	\$50.50
Large (Serves 15 People)	\$82.00
<b>Catering Pasta</b>	
<b>Ziti With Chicken &amp; Broccoli Catering</b>	
Come with Alfredo sauce.	
Small (Serves 7 People)	\$50.50
Large (Serves 15 People)	\$82.00
<b>Ziti With Meatballs</b>	
Ziti with Meatballs	
Small (Serves 7 People)	\$50.50
Large (Serves 15 People)	\$82.00
<b>Lasagna Catering</b>	
Lasagna Catering	
Small (Serves 7 People)	\$42.50
Large (Serves 15 People)	\$80.00
<b>Catering Sides</b>	
<b>Steak Fries Catering</b>	
Vegetarian.	
Small (Serves 7 People)	\$23.00
Large (Serves 15 People)	\$45.00
<b>French Fries Catering</b>	
Vegetarian.	
Small (Serves 7 People)	\$23.00
Large (Serves 15 People)	\$45.00
<b>Catering Desserts</b>	
<b>Baklava Catering</b>	
Layers of phyllo dough with nuts and honey.	
Serves 24 People	

## Kitchen Operations

**Ingredient Sourcing and Storage:** The restaurant regularly sources fresh ingredients, including meats, vegetables, cheese, and dough. Proper storage is crucial to maintain freshness and comply with health regulations, requiring refrigeration for perishable items and dry storage for others.

**Preparation Areas:** The kitchen is divided into different sections:

- **Pizza Station:** Where dough is prepared, stretched, topped with ingredients, and baked. This area includes pizza ovens, preparation counters, and storage for toppings.
- **Roast Beef Station:** Dedicated to roasting beef, slicing it thinly for sandwiches, and preparing accompanying items like au jus, horseradish sauce, and sandwiches. Equipment here includes roast beef slicers, ovens, and grills.
- **Side Orders and Salads:** A section for preparing side dishes, such as fries, onion rings, and salads, to complement the main dishes.

**Cooking Equipment:** Essential equipment includes pizza ovens, conventional ovens or rotisseries for roast beef, deep fryers for sides, and refrigerators/freezers for ingredient storage.

## Front of House Operations

**Order Taking:** Orders are taken at a counter for walk-in customers or via phone and online platforms for takeout and delivery. Staff must be trained to handle orders efficiently and accurately.

**Dining Area:** the dining area must be kept clean and welcoming. This involves setting tables, cleaning seats and surfaces regularly, and ensuring a comfortable environment for guests.

**Payment Processing:** A POS (Point of Sale) system is used to manage transactions, whether in cash, credit/debit cards, or digital payments for both in-house and online orders.

## **Sanitation and Waste Management**

**Cleaning Protocols:** Regular cleaning schedules are maintained for both the kitchen and dining areas, following health and safety regulations to prevent cross-contamination and ensure a safe eating environment.

**Waste Disposal:** Proper waste management systems are in place for food waste, recyclables, and general trash, often including composting efforts for organic waste.

## **Administrative Operations**

**Inventory Management:** Regular inventory checks are conducted to ensure adequate supplies while minimizing waste. This includes managing orders from suppliers to keep ingredients fresh and in stock.

**Financial Management:** Daily sales tracking, payroll, rent, utilities, and other expenses are monitored and managed to ensure the restaurant remains profitable.

**Marketing and Promotions:** Strategies to attract and retain customers, such as social media advertising, loyalty programs, and special promotions, are developed and implemented.

### 3.Q.

Deliveries are made once a week by Us foods. Delivery anytime from 10 am to 2pm. When received the duration is not longer than 15 minutes.

### 3.Q.

The company in charge of the removal is jet away disposal and recycling.

The first step is the segregation of waste. Collection of trash and recycling once a day or as needed throughout the day

We separate recycling and general trash into different bins following the city regulations.

The trash is monitored daily to ensure no bins are overflowing or become unsanitary. If the trash is overflowing the professional trash disposal company is called immediately

Trash and recycling bins are completely sealed at all times.

The trash is removed weekly by a professional trash disposal company.

**EX1**

EXISTING CONDITION PLAN FOR  
293 CYPRESS ST, BROOKLINE, MA 02445  
BROOKLINE, MA 02445

BASEMENT AND FIRST FLOOR PLAN

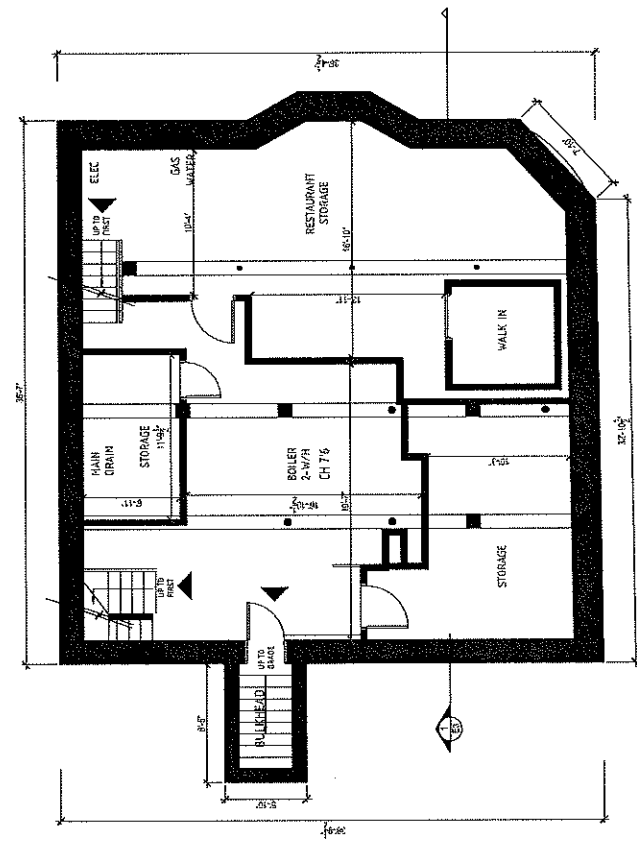
DATE: 4/20/24  
SCALE: AS NOTED  
DRAWN BY: GSD & MT  
CHECKED BY: JER

LIGHTHOUSE ARCHITECTURE  
 189-ALLEN ST BRAINARD MA 02148  
 L. Edward Rocke, AIA  
 617-584-2811 - BROOKLINE MA  
 GAVIN DRESCHE, PROJECT ARCHITECT  
 781-801-2890 - BROOKLINE MA

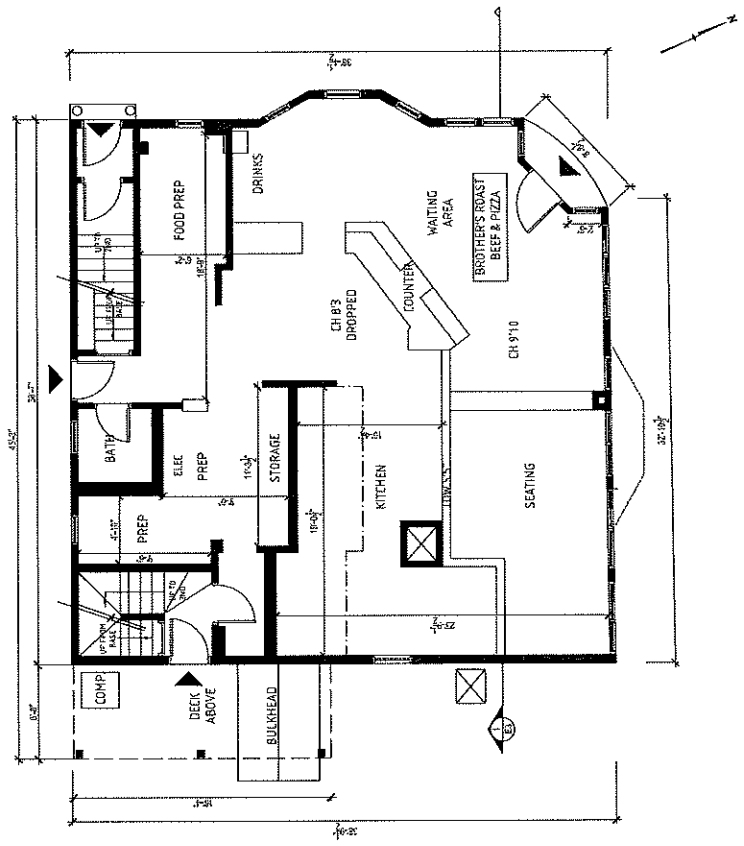
3.Q.

GENERAL NOTE- THESE ARE "AS BUILT" PLANS ARE FOR THE PURPOSE OF THE PRODUCTION OF FIRE ALARM PLANS ONLY.

GENERAL NOTE:  
VERIFY AND CONFIRM ALL CONDITIONS AND/OR DIMENSIONS SHOWN PRIOR TO COMMENCING CONSTRUCTION OR ORDERING MATERIALS. VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO ANY WORK. THE ARCHITECT ASSUMES NO LIABILITY FOR CONSTRUCTION.



EXISTING BASEMENT FLOOR PLAN- 1489 SF  
1/4"=1'-0"



EXISTING FIRST FLOOR PLAN- 1471 SF  
1/4"=1'-0"



3.Q.



# Commercial Automobile Policy



COHEN-MILES INS AGCY, INC

- With -

Norfolk & Dedham Mutual  
Fire Insurance Company

## Insurance Policy For:

THE NADA CART LLC  
135 CLARENDON ST .APT 4S  
BOSTON MA 02116

*Locally Grown Insurance®*

NDGroup.com

1-800-688-1825

Mutual Company  
Nonassessable Policy

3.Q.

## AUTO ENHANCEMENT ENDORSEMENT AP-2 ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

### BROADENINGS OF COVERAGE

#### **Airbag Coverage**

This endorsement amends the exclusion for loss due to mechanical breakdown so that accidental discharge of an airbag is covered.

#### **Audio, Visual and Electronic Data Equipment Coverage**

The limit has been increased from \$500 to \$1,500 and the exclusion for equipment designed solely for the reproduction of sound has been removed.

#### **Bail Bonds**

The limit provided for the expense of bail bonds required because of an accident covered under this policy has been increased from \$2,500 to \$3,000.

#### **Definition of Bodily Injury**

The definition of "Bodily Injury" has been updated to include mental anguish.

#### **Employees As Insureds**

Employees are included as insureds while operating an auto hired or rented under a contract or agreement in that employee's name with your permission, while performing duties related to the conduct of your business. This coverage is excess.

#### **Expense of Returning a Stolen Auto**

Expenses necessary to returning a stolen covered auto are now covered.

#### **Fellow Employee Coverage**

Bodily injury to a fellow employee arising in the course of work-related duties are covered if workers compensation coverage is provided on all employees and the injury results from the use of a covered auto. Coverage is excess.

#### **Newly Acquired Organizations**

Newly acquired or formed organizations over which you maintain ownership or majority interest, other than a partnership, joint venture or limited liability company, will qualify as an insured if there is no other similar insurance available. This coverage applies up to 180 days, and only for accidents that occur after you acquire or form the organization.

#### **Notice or Knowledge of Occurrence**

The requirement that you must notify us of an accident applies when that accident is known to you (if you are an individual), a partner (if you are a partnership), or an executive officer or insurance manager (if you are a corporation).

#### **Personal Effects**

The limit provided for personal effects has been increased from \$400 to \$500.

**REDUCTIONS IN COVERAGE**

**Hired Auto Loss of Use**

A per day limit of \$65 has been added.

**Personal Effects**

Personal effects do not include jewelry, tools, money or securities.

**Rental Reimbursement or Additional Transportation Expense Coverage**

Previously silent on the per day rental limit, the revised form now provides a per day limit for rental of \$75. The maximum limit for this coverage has been reduced to \$1,500.

**DECLARATIONS - MASSACHUSETTS BUSINESS AUTO COVERAGE FORM  
NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY**

02/20/2023

This Policy is Issued By:

Renewal of Number

DEDHAM, MASS 02026

The Declarations include a second part designated Part 2

No. BA

**RENEWAL DECLARATIONS**

**ITEM ONE NAME INSURED & ADDRESS**

THE NADA CART LLC  
135 CLARENDON ST .APT 4S  
BOSTON MA 02116

FORM OF NAMED INSURED'S BUSINESS:

CORPORATION;  PARTNERSHIP;  INDIVIDUAL OR  
 OTHER;

NAME INSURED'S BUSINESS

12:01AM Standard Time at the Named Insured's Address stated above.

POLICY PERIOD: Policy covers FROM 04/01/23 TO 04/01/24

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COHEN-MILES INS AGCY, INC

(617) 489-1213

**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides on those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
COMPULSORY BODILY INJURY	7	\$ 20,000 EACH PERSON \$ 40,000 EACH ACCIDENT	\$142.00
PERSONAL INJURY PROTECTION	7	\$ 8,000 EACH PERSON	\$26.00
<b>LIABILITY INSURANCE</b>			
OPTIONAL BODILY INJURY	7 8 9	\$ 1,000,000	\$739.00
PROPERTY DAMAGE (COMPULSORY LIMIT \$5,000)	7 8 9	\$ COMBINED SINGLE LIMIT	\$294.00
AUTO MEDICAL PAYMENTS	7	\$ SEE SCHEDULE EACH PERSON	\$13.00
UNINSURED MOTORISTS (COMPULSORY LIMITS \$20,000/40,000)	7	\$ SEE SCHEDULE EACH PERSON \$ EACH ACCIDENT	\$9.00
UNDERINSURED MOTORISTS	7	\$ SEE SCHEDULE EACH PERSON \$ EACH ACCIDENT	\$350.00
<b>PHYSICAL DAMAGE INSURANCE</b> (Actual Cash Value or cost of repair, whichever is less minus the deductible for each Covered Auto)			
COMPREHENSIVE COVERAGE	7	\$ SEE SCHEDULE DEDUCTIBLE	\$154.00
COLLISION COVERAGE	7	\$ SEE SCHEDULE DEDUCTIBLE	\$428.00
LIMITED COLLISION		\$ DEDUCTIBLE	
TOWING AND LABOR		for each disablement	
SUBSTITUTE TRANSPORTATION		UP TO \$ A DAY, MAXIMUM \$	

FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION

CA 00 01 (10-13) IL 00 17 (11-98) CA 99 33 (10-13) IL 00 21 (09-08) CA 20 54 (10-13) AP-2 (12-22)  
MM 99 54 (10-13) CA 23 86 (10-13) MM 99 13 (01-18) MM 99 35 (04-11) MM 99 11 (10-13) MM 99 17 (10-13)  
MM 99 28 (10-13) CA 23 45 (11-16) CA ADV01 (12-22)

CHANGE REASON:

PREMIUM FOR ENDORSEMENTS	\$170.00
ESTIMATED TOTAL PREMIUM	\$2,325.00

THIS IS NOT A BILL

DIRECT BILL EDP 10 PAY

Countersigned:

By \_\_\_\_\_

MMVCAF (ED 6-96)

INSURED COPY

Authorized Representative

No. BA [REDACTED]

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				PURCHASED	
	Year Model; Trade Name; Body Type; Serial number (S); Vehicle Identification Number (VIN)				Original Cost New	Class
1	2021	TRAI	BY-FT	[REDACTED]	\$10,000	691990
2			HIRED AUTO			661900
3			NON-OWNED			660100
4	2001	FORD	ECONOLINE E150 VAN	[REDACTED]	\$10,000	739100

Covered Auto No.	TERRITORY				CLASSIFICATION							
	Town & State Where the Covered Auto will be principally garaged Terr/Zone Code				Radius of Operation (in miles)	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code Pre-Insp Code
									Liab.	Phy. Damage		
1	821-7	BOSTON		LOCAL		L						
2	626-16	WOBURN										
3	626-16	WOBURN										
4	626-16	WOBURN										

Covered Auto No.	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss											
1												
2												
3												
4												

COVERAGES \_ PREMIUMS, LIMITS AND DEDUCTIBLES

(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

Covered Auto No.	Compulsory Bodily Injury \$20,000 ea pers. \$40,000 ea acc.	Personal Injury Protection \$8,000 ea per	LIABILITY				Auto Medical Payments		Uninsured Motorists (Compulsory Limit) \$20,000 ea pers. \$40,000 ea acc.)		Underinsured Motorists		
			Optional Bodily Injury		Property Damage (Compulsory Limit \$5,000)		*Limits	Premium	*Limits	Premium	*Limits	Premium	
			*Limits	Premium	*Limits	Premium							
1		\$0	1000 / CSL		CSL			5		1000 /		1000 / 1000	
2			1000 / CSL	\$103	CSL	\$8							
3			1000 / CSL	\$103	CSL	\$8							
4	\$142	\$26	1000 / CSL	\$533	CSL	\$278		5	\$13	1000 /	\$9	1000 / 1000	\$350

Covered Auto No.	**LIMIT OF LIABILITY	***SPECIFIED CAUSE OF LOSS			COMPREHENSIVE		COLLISION		LIMITED COLLISION		Waiver of Deductible	Towing & Labor	Substitute Transportation
		Cov.	Ded.	Premium	Ded.	Premium	Ded.	Premium	Ded.	Premium			
1	ACV				1000	\$26	1000	\$104			YES		
2													
3													
4	ACV				1000	\$128	1000	\$324			YES		

\* Limit(s) in thousands

\*\* Designate whether ACV, States Amount or Agreed Value and, except for ACV, the Limit of Liability

\*\*\* F=Fire Coverage T=Theft Coverage F&T=Fire and Theft Coverage CAC=Combined Additional Coverage

3.Q.



## ComPak<sup>®</sup> Policy



COHEN-MILES INS AGCY, INC

- With -

Norfolk & Dedham Mutual  
Fire Insurance Company

## Insurance Policy For:

THE NADA CART LLC  
135 CLARENDON STREET  
BOSTON, MA 02116

*Locally Grown Insurance<sup>®</sup>*

NDGroup.com

1-800-688-1825

Mutual Company  
Nonassessable Policy

## ComPak® BUSINESSOWNERS POLICY QUICK REFERENCE

### Businessowners Coverage Form (BP 00 03 07 13)

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**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY**  
**ComPak® BUSINESSOWNERS POLICY**  
**RENEWAL DECLARATIONS**

POLICY #: XXXXXXXXXX**A. POLICYHOLDER AND AGENT INFO**

Insured: THE NADA CART LLC  
 135 CLARENDON STREET  
 BOSTON, MA 02116

Agent: COHEN-MILES INS AGCY, INC  
 Phone: (617)489-1213  
 Agent #: 20482

Business Form: OTHER  
 Business Description: EMPANADA TRAILER

Policy Period: 1 YEAR  
 From: 04/01/23 To: 04/01/24  
 Coverage begins at 12:01 A.M. Eastern Standard Time.

Payment Plan: DIRECT BILL - EDP 10 PAY

**B. POLICY PREMIUM**

Annual Premium	Subject To Audit	State Taxes or Fees	Prior Annual Premium	Additional/Return Premium
\$ 1,219	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**C. BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES AND LIMITS**

LOCATION 1, BUILDING 1: 218 WEST CUMMINGS PARK, WOBURN, MA 01801

	ACV Option: No	Limit(s)	Premium
Building		\$	\$
Business Personal Property		\$ 10,000	\$ 334
Mortgage Holder	None		

**D. LOCATION COVERAGES AND LIMITS**

LOCATION 1: 218 WEST CUMMINGS PARK, WOBURN, MA 01801

		Limit(s)	Premium
Outdoor Property		\$ 25,000	\$ Included
Outdoor Signs		\$ 25,000	\$ Included
Money & Securities	On Premises/Off Premises	\$ 15,000/15,000	\$ Included

**E. POLICY INFO**

Policy Deductible	Applicable to Section I - Property	\$ 1,000	\$ Included
Optional Coverage Deductible		\$ 500	\$ Included
Building Coverage Limit	Automatic Increase	2%	\$ Included



**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY**  
**ComPak® BUSINESSOWNERS POLICY**  
**RENEWAL DECLARATIONS**

POLICY #: [REDACTED]

**F. POLICY COVERAGES AND LIMITS****SECTION I - PROPERTY**

		Limit(s)	Premium
Accounts Receivable	On Premises/Off Premises	\$ 100,000/5,000	\$ Included
Valuable Papers	On Premises/Off Premises	\$ 100,000/5,000	\$ Included
Employee Dishonesty		\$ 25,000	\$ Included
Forgery & Alteration		\$ 25,000	\$ Included

**SECTION II - LIABILITY AND MEDICAL EXPENSES**

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II - Liability** in the Businessowners Coverage Form and any attached endorsements.

		Limit(s)	Premium
Liability and Medical Expenses	Per Occurrence	\$ 1,000,000	\$ 338
Medical Expenses	Per Person	\$ 5,000	\$ Included
Damage To Premises Rented to You	Any One Premises	\$ 50,000	\$ Included
General Aggregate		\$ 2,000,000	\$ Included
Products/Completed Operations Aggregate		\$ 2,000,000	\$ Included



**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY**  
**ComPak® BUSINESSOWNERS POLICY**  
**RENEWAL DECLARATIONS**

POLICY #: [REDACTED]

**G. ENDORSEMENTS****POLICY ENDORSEMENTS**

Form #	Date	Description	Limit(s)	Premium
BP 00 03	07 13	Businessowners Coverage Form		\$ Included
BP 01 08	03 11	Massachusetts Changes		\$ Included
BP 01 44	01 21	Massachusetts Changes Intentional Loss		\$ Included
BP 02 06	09 12	ComPak® Enhanced Coverage Endorsement		\$ Included
BP 02 09	09 12	Personal Property Off Premises	\$ 25,000	\$ Included
BP 02 13	02 22	Exclusion - Tobacco and Electronic Smoking Device Liability		\$ Included
BP 02 15	10 22	ComPak Plus Enhanced Coverage Endorsement		\$ 354
BP 02 27	09 12	Two Or More Policies Issued By Us		\$ Included
BP 02 34	09 12	Employment-Related Practices, Policies, Acts Or Omissions Exclusion		\$ -3
BP 02 46	01 19	Massachusetts Changes		\$ Included
BP 02 52	01 19	Equipment Breakdown Coverage (Including Electronic Circuitry Impairment)		\$ Included
BP 04 19	07 13	Amendment - Liquor Liability Exclusion - Exception For Scheduled Premises or Activities Description Of Activity(ies): None		\$ Included
BP 05 15	12 20	Disclosure Pursuant To Terrorism Risk Insurance Act		\$ Included
BP 05 26	01 15	Exclusion Of Certified Acts Of Terrorism Involving Nuclear, Biological, Chemical Or Radiological Terrorism; Cap On Covered Certified Acts Losses		\$ Included
BP 05 42	01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism		\$ Included
BP 05 77	01 06	Fungi Or Bacteria Exclusion (Liability)		\$ Included
BP 06 98	07 13	Massachusetts - Fungi, Wet Rot Or Dry Rot Exclusion And Limitations		\$ Included
BP 14 86	07 13	Communicable Disease Exclusion		\$ Included
BP 15 04	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception		\$ Included
BP 15 11	12 16	Exclusion - Unmanned Aircraft		\$ Included
BP 15 31	09 19	Cannabis Property Exclusion With Hemp Exception		\$ Included
BP 15 33	09 19	Cannabis Liability Exclusion With Hemp Exception		\$ Included
BP 15 60	02 21	Cyber Incident Exclusion		\$ Included



NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY  
 ComPak® BUSINESSOWNERS POLICY  
 RENEWAL DECLARATIONS

POLICY #: [REDACTED]

## LOCATION ENDORSEMENTS

LOCATION 1: 218 WEST CUMMINGS PARK, WOBURN, MA 01801

Endorsement Applicable To Specific Building(s)

BUILDING 1: 218 WEST CUMMINGS PARK, WOBURN, MA 01801

Form #	Date	Description	Limit(s)	Premium
BP 02 20	01 18	Food Truck		\$ 196
		Business Income Waiting Period: 48 Hours		
		Spoilage Limit:	\$ 10,000	
		Food Contamination Limit:	\$ 10,000	
		Additional Advertising Expense Limit Of Insurance:	\$ 3,000	

In case of fire notify the company or its local agent at once in writing.

This declarations page together with the policy jacket, the policy form and any endorsements, completes this policy.

3.Q.



# Commercial Umbrella Policy

COHEN-MILES INS AGCY, INC

- With -

Norfolk & Dedham Mutual  
Fire Insurance Company

## Insurance Policy For:

THE NADA CART LLC  
135 CLARENDON STREET  
BOSTON MA 02116

*Locally Grown Insurance®*

NDGroup.com

1-800-688-1825

Mutual Company  
Nonassessable Policy

3.Q.

3.Q.

**NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY  
COMMERCIAL UMBRELLA LIABILITY POLICY  
RENEWAL DECLARATIONS**

Date of Issue 02/26/2023

Direct Bill

Agency Bill

<b>COMMON POLICY DECLARATION</b>		<b>POLICY NUMBER</b>	<b>RENEWAL</b>		
Named Insured :	THE NADA CART LLC				
P.O., Address :	135 CLARENDON STREET				
City, State, Zip :	BOSTON MA 02116				
POLICY PERIOD: From 04/01/23 To 04/01/24		12:01 A.M. Standard Time at your Mailing Address above			
REPRESENTATIVE:	Agent or Broker :	COHEN-MILES INS AGCY, INC	Agent's Code Number		
	Office Address :	105 CHESTNUT ST, STE 31	[REDACTED]		
	Town and State :	NEEDHAM, MA 02492			
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY					
FORM OF BUSINESS:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Other
<b>LIMITS OF INSURANCE</b>					
EACH OCCURRENCE LIMIT			\$ 1,000,000		
PERSONAL and ADVERTISING INJURY LIMIT			\$ 1,000,000		
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT			\$ 1,000,000		
GENERAL AGGREGATE LIMIT			\$ 1,000,000		
RETAINED LIMIT: \$10,000					
<b>SCHEDULE OF UNDERLYING INSURANCE</b>					
Insurer	Policy Number	Policy Period	COVERAGES	LIMITS OF INSURANCE	
Norfolk and Dedham Mutual Fire Ins Co	92281982A	04/01/23 - 04/01/24	AUTOMOBILE LIABILITY	EACH PERSON	EACH ACCIDENT
			<input type="checkbox"/> BODILY INJURY / PROPERTY DAMAGE	\$	\$
			<input checked="" type="checkbox"/> COMBINED SINGLE LIMIT	EACH OCCURRENCE LIMIT	\$ 1,000,000
Norfolk and Dedham Mutual Fire Ins Co	R2242903A	04/01/23 - 04/01/24	GENERAL LIABILITY	EACH OCCURRENCE LIMIT	GEN AGGREGATE LIMIT
			<input type="checkbox"/> COMMERCIAL LIABILITY	\$	\$
			<input checked="" type="checkbox"/> BUSINESSOWNER'S	\$ 1,000,000	\$ 2,000,000
			<input checked="" type="checkbox"/> PERSONAL / ADVERTISING	\$ 1,000,000	\$ 2,000,000
			<input checked="" type="checkbox"/> PRODUCTS / COMP OPS	\$ 1,000,000	\$ 2,000,000
			<input type="checkbox"/> EBLI	\$	\$
			EMPLOYER'S LIABILITY	EACH ACCIDENT	DISEASE-EACH EMPLOYEE
				\$	\$
				DISEASE-POLICY LIMIT	\$
			OTHER	EACH OCCURRENCE LIMIT	AGGREGATE
			<input type="checkbox"/> CONDO D & O	\$	\$
			<input type="checkbox"/> LIQUOR LIABILITY	\$	\$
MINIMUM EARNED PREMIUM \$			TOTAL ADVANCE PREMIUM	\$	400.00
			THIS IS NOT A BILL	\$	

Forms and endorsements made a part of this policy at time of issue: CU 00 01, CU 00 23, CU 00 25, CU 00 31, CU 00 33, CU 01 02, CU 21 08, CU 21 14, CU 21 23, CU 21 24, CU 21 25, CU 21 26, CU 21 27, CU 21 36, CU 21 40, CU 21 50, CU 21 58, CU 21 71, CU 21 86, CU 21 90, CU 24 29, CU 24 32, CU 34 23, IL 00 17, IL 09 85

These Declarations together with the Common Policy Conditions, Coverage Part Declarations, Conditions, Forms and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

Countersigned \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Authorized Representative

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary. But, this policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company.

INSURED COPY

3.Q.






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 ADDITIONAL POLICY INFORMATION
 

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 ENDORSEMENTS FOR POLICY NUMBER [REDACTED]

ENDORSEMENT	DATE	DESCRIPTION
CU 00 01	(04-13)	COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
CU 00 23	(05-13)	EXCLUSION - LEAD/LEAD CONTAMINATION
CU 00 25	(05-13)	EXCLUSION - ASBESTOS
CU 00 31	(02-22)	EXCLUSION - TOBACCO AND ELECTRONIC SMOKING DEVICE LIABILITY
CU 00 33	(06-14)	TWO OR MORE POLICIES ISSUED BY US
CU 01 02	(01-16)	MASSACHUSETTS RESIDENTIAL FUEL TANK EXCLUSION
CU 21 08	(12-19)	EXCLUSION - INTERCOMPANY PRODUCTS SUITS
CU 21 14	(04-13)	AMENDMENT OF LIQUOR LIABILITY EXCL.- EXCEPTION FOR SCHEDULED PREM OR PRODS
CU 21 23	(02-02)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
CU 21 24	(11-16)	EXCLUSION - NON-OWNED AIRCRAFT
CU 21 25	(12-01)	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CU 21 26	(04-13)	EXCLUSION - CROSS SUITS LIABILITY
CU 21 27	(12-04)	FUNGI OR BACTERIA EXCLUSION
CU 21 36	(01-15)	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CU 21 40	(01-15)	EXCLUSION OF CERTIFIED NBCR ACTS OF TERRORISM; CAP ON LOSSES
CU 21 50	(03-05)	SILICA OR SILICA-RELATED DUST EXCLUSION
CU 21 58	(05-09)	COMMUNICABLE DISEASE EXCLUSION
CU 21 71	(06-15)	EXCLUSION - UNMANNED AIRCRAFT
CU 21 86	(12-20)	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
CU 21 90	(12-20)	PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION
CU 24 29	(12-19)	BUSINESSOWNERS LIABILITY CHANGES
CU 24 32	(04-13)	LIMITED COVERAGE TERRITORY
CU 34 23	(12-20)	CANNABIS EXCLUSION WITH HEMP EXCEPTION
IL 00 17	(11-98)	COMMON POLICY CONDITIONS
IL 09 85	(12-20)	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

3.Q.

Commercial Umbrella



ADDITIONAL POLICY INFORMATION

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CU 21 14 : AMENDMENT OF LIQUOR LIABILITY EXCL.- EXCEPTION FOR SCHEDULED PREM OR

Description Of Activity(ies)  
NONE  
PREMIUM:  
0

CU 24 29 : BUSINESSOWNERS LIABILITY CHANGES

EACH OCCURRENCE LIMIT :  
\$1,000,000  
AGGREGATE LIMIT (EXCEPT WITH RESPECT TO"COVERED AUTOS") :  
\$1,000,000



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

### Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or I11.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

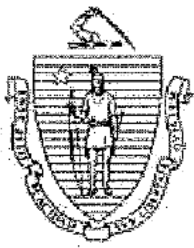
Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE Keneddy Lavour TITLE: manager

PHONE#: [REDACTED]



3.0  
 The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Print Form

**Workers' Compensation Insurance Affidavit: General Businesses**

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: the nada cart llc

Address: [REDACTED]

City/State/Zip: boston

Phone #: [REDACTED]

**Are you an employer? Check the appropriate box:**

- 1.  I am a employer with \_\_\_\_\_ employees (full and/ or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

- 5.  Retail
- 6.  Restaurant/Bar/Eating Establishment
- 7.  Office and/or Sales (incl. real estate, auto, etc.)
- 8.  Non-profit
- 9.  Entertainment
- 10.  Manufacturing
- 11.  Health Care
- 12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

*I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.*

Insurance Company Name: \_\_\_\_\_

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_

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

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

*I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.*

Signature: Keneddy Lavour

Date: 03/05/2024

Phone # [REDACTED]

*Official use only. Do not write in this area, to be completed by city or town official.*

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

- 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
- 6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

Rachael Suhl

Event manager

Suhl events

17 sycamore terrace

sommerville, Massachusetts 02145

---

Select board office

city of Brookline

333 WASHINGTON STREET

brookline, Massachusetts 02445

Dear Select board office:

I am writing to recommend keneddy labour-solano, whom I have known for 3 year. We worked together setting up multiples events serving food for 200+ people

Kennedy's combination of culinary expertise, creative vision, commitment to community, attention to detail, dedication to excellence, and passion for hospitality make him eminently deserving of the opportunity to open a restaurant in the vibrant city of Brookline, MA.

I have no doubt keneddy would be a valuable asset to the city and I give my highest recommendation. If I can provide any further assistance, do not hesitate to contact me at 508-331-6343 or rlsuhl@gmail.com.

Sincerely,

Rachael Suhl *rachael suhl*

zizhou

manager/owner

clovers kitchen

218 west cummings park

woburn, Massachusetts 01801

---

Tiffany

Souza

SELECT BOARD

333 WASHINGTON STREET

Brookline, Massachusetts 02445

Dear Tiffany:

I am writing to recommend keneddy lavour', whom I have known for 4 years. Keneddy has been part of our kitchen incubator for 4 year.

Kennedy brings a unique blend of passion, experience, and vision to the restaurant scene in Brookline, MA

I have no doubt keneddy would be a valuable asset to the city of Brookline and I give my highest recommendation. If I can provide any further assistance, do not hesitate to contact me at 339-999-6119 or clovers3zzy@gmail.com.

Sincerely,

zizhou zizhou

felix otto

director of foods and beverage

mandarin oriental

dubai, united arab emirates

Tiffany Souza

Brookline Select Board

333 WASHINGTON STREET

brookline, Massachusetts 02445

Dear Board select:

I am writing to recommend Kennedy Lavour, whom I have known for 10 years. Worked together at the Mandarin Oriental in Boston. Kennedy trained in Forbes 5 star service standards and completed a certified sommelier.

Kennedy is driven by a genuine love for hospitality. He derives joy from creating memorable dining experiences that leave a lasting impression on his guests, and he is dedicated to ensuring that every person he comes in contact with feels like family.

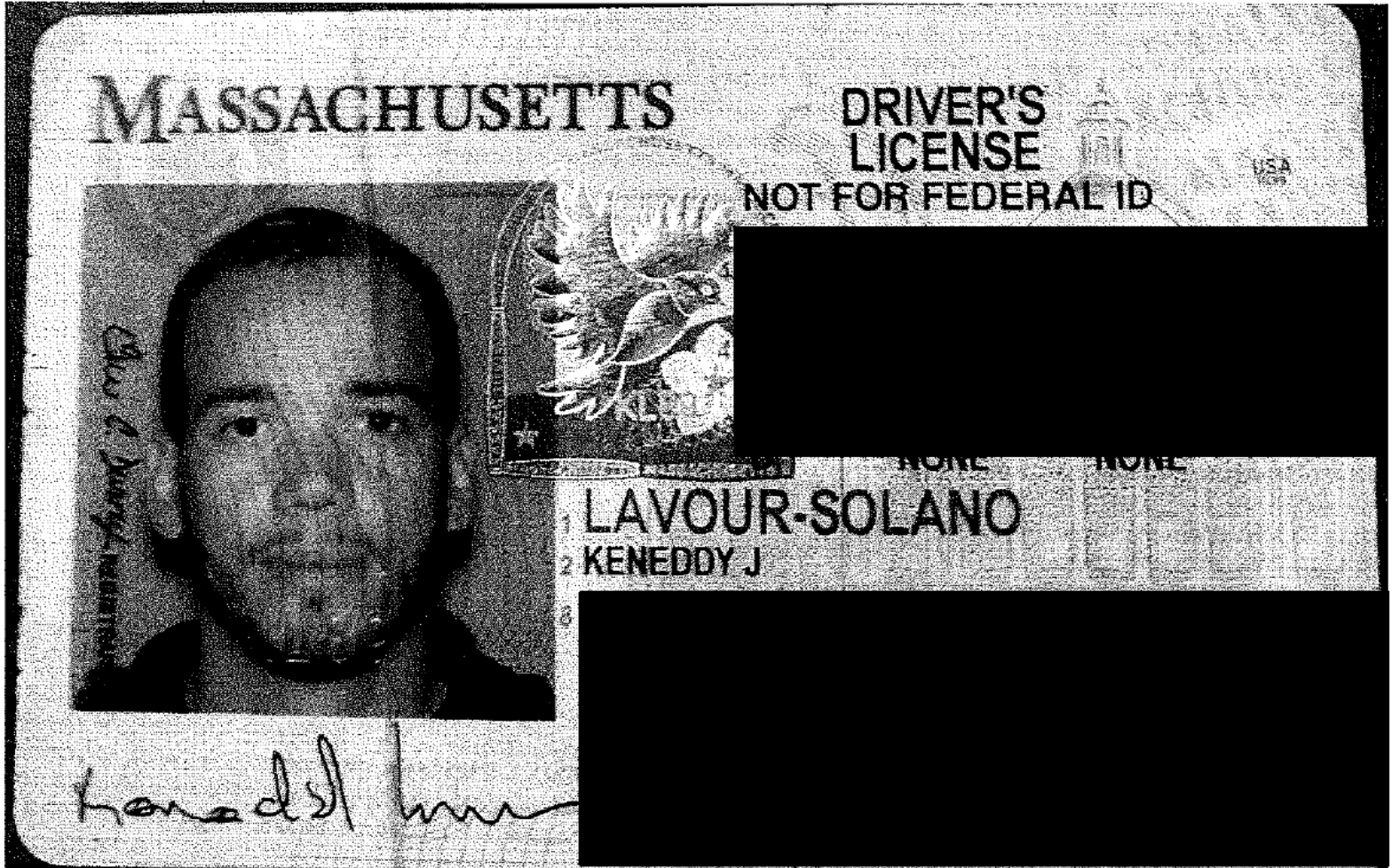
I have no doubt Kennedy would be a valuable asset to the city of Brookline and I give my highest recommendation. If I can provide any further assistance, do not hesitate to contact me at 971-58-533-0930.

Sincerely,

Felix Otto







3.Q.

LAW OFFICE OF  
**DAVID J. JENSEN LLC**  
ATTORNEY AT LAW

27 HARVARD STREET  
BROOKLINE, MA 02445

DIRECT: 617-232-9765  
DJENSEN@WSJLAWOFFICE.COM

Of Counsel:  
**Jacob Walters, Esq.**  
617-566-2300  
[JW@THEBROOKLINELAWYERS.COM](mailto:JW@THEBROOKLINELAWYERS.COM)

March 18, 2024

Brookline Select Board  
333 Wshington St.  
Brookline, MA 02445

Re: The Nada Cart LLC, 293 Cypress Street  
Review of Goldstein files.

Dear Brookline Select Board:

This office represents the owner/landlord of the premises located at 293 Cypress Street. A new tenant will be occupying the premises in the near future, The Nada Cart LLC, Kennedy Jesus Lavour Solano manager. A lease assignment is being finalized and should be executed within the next week.

I understand an application for a CV license has been filed and on behalf of the landlord it is hoped that you will act favorably on the same.

Very truly yours,



Jacob Walters

**Change of D/B/A**

Applicant: 123 Fisher Avenue Tenant LLC  
DBA: The Newbury of Brookline  
Location: 123 Fisher Ave  
Application Details: Change of D/B/A

**Application Details:**

Question to approve the application for a change in D/B/A at 123 Fisher Ave:

From: Well Balfour Brookline Tenant LLC d/b/a Well Tower  
To: 123 Fisher Avenue Tenant LLC. d/b/a The Newbury of Brookline

**Reports (Attached):**

Police Department (Approved)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Jennifer Paster, Chief of Police  
FROM: Charles Carey, Town Administrator  
RE: **Change of D/B/A and Corporate name**  
DATE: March 14, 2024

---

May we please have a report on the attached application:

Question to approve the application for a change in D/B/A at 123 Fisher Ave:

From: Well Balfour Brookline Tenant LLC d/b/a Well Tower  
To: 123 Fisher Avenue Tenant LLC. d/b/a The Newbury of Brookline

This application is scheduled to before the Board on **April 17, 2024**. Please I please have your report no later than **April 9, 2024**.

Thank you.



**BROOKLINE POLICE DEPARTMENT**

*Brookline, Massachusetts*

JENNIFER PASTER  
CHIEF OF POLICE

To: Chief Jennifer Paster

From: Lieutenant Derek Hayes

Re: Well Balfour Brookline Tenant, LLC - Change in Corporate Name and d/b/a

Date: March 19, 2024

---

Chief,

Well Balfour Brookline Tenant, LLC., d/b/a Well Tower located at 123 Fisher Ave, has applied for a change in their corporate name and d/b/a. Their proposed corporate name is 123 Fisher Avenue Tenant, LLC, d/b/a The Newbury of Brookline.

I find no reason to oppose these changes.

Respectfully Submitted,

Lieutenant Derek Hayes



## Checklist for Change of D/B/A



- Change of Corporate Name/DBA Application
  - Vote of 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
  - DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer. (Req. for Change of Corporate name)
  - DUA Certificate of Compliance** This must be obtained by the seller, not the buyer. (Req. for Change of Corporate name)
  - Business Certificate** (Town Clerks Office) – Required by ABCC
- 
- Report from Brookline Police Chief

### 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.



**Transaction Processed Successfully.**

**INVOICE #: 6e39fa01-18c0-4167-8b9c-53ee99e1569c**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	06329-RC-0148	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 3/8/2024 11:32:38 AM EDT

Total Amount Paid: \$204.70

**Payment On Behalf Of**

**License Number or Business Name:**  
06329-RC-0148

**Fee Type:**  
FILING FEES-RETAIL

**Billing Information**

**First Name:**  
Robert

**Last Name:**  
Allen

**Address:**  
5 Aston Road

**City:**  
Brookline

**State:**  
MA

**Zip Code:**  
02467

**Email Address:**  
sboudreau@boballenlaw.com



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 AMENDMENT-Change of Business Entity Information

DO NOT MAKE PAYMENT OR COMPLETE THIS FORM FOR CHANGE OF DBA AMENDMENT

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) 06329-RC-0148
ENTITY/ LICENSEE NAME Well Balfour Brookline Tenant LLC
ADDRESS 123 Fisher Avenue
CITY/TOWN Brookline STATE MA ZIP CODE 02445

For the following transactions (Check all that apply):

- Change of Location, Change of Class, Change of License Type, Change of Category, Change of DBA, Change of Ownership Interest, Change of Hours, Change of DBA (checked)

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

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 AMENDMENT-Change of Business Entity Information

[X] Change of Corporate Name

[X] Change of DBA

- Payment Receipt (Req. for Chg of Corp Name only)
• Monetary Transmittal Form
• DOR Certificate of Good Standing (Req. for Chg of Corp Name only)
• DUA Certificate of Compliance (Req. for Chg of Corp Name only)
• Change of Corporate Name/DBA 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

[ ] Change of Corporate Structure

- Payment Receipt
• Monetary Transmittal Form
• DOR Certificate of Good Standing
• DUA Certificate of Compliance
• Change of Corporate Structure 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

1. BUSINESS ENTITY INFORMATION

Entity Name: Well Balfour Brookline Tenant, LLC
Municipality: Brookline
ABCC License Number: 06329-RC-0148

Please provide a narrative overview of the transaction(s) being applied for.

Changing corporate name from Well Balfour Brookline Tenant LLC to 123 Fisher Avenue Tenant LLC. Filing DBA to operate under the name "The Newbury at Brookline".

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name: Steffani Boudreau
Title: Counsel
Email: sboudreau@boballenlaw.com
Phone: (617) 383-6000

2. CHANGES TO BUSINESS ENTITY INFORMATION

2a. Change of Corporate Name

Last-Approved Corporate Name: Well Balfour Brookline Tenant LLC

Requested New Corporate Name: 123 Fisher Avenue Tenant LLC

2b. Change of DBA

Last-Approved DBA: Well Tower

Requested New DBA: The Newbury of Brookline

2c. Change of Corporate Structure

LLC, Corporation, Sole Proprietor, etc
Last-Approved Corporate Structure

Requested New Corporate Structure

Signature:

DocuSigned by: Sharon Makowsky
765D38FC8A57424...

Date:

3/5/2024

Title:

Authorized Signatory

**APPLICANT'S STATEMENT**

I, Sharon Makowsky the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of Well Balfour Brookline Tenant LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises 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: Sharon Makowsky Sharon Makowsky  
DocuSigned by:  
765D38FC8A57424...

Date: 3/5/2024

Title: Authorized Signatory

**ENTITY VOTE**

The Board of Directors or LLC Managers of Well Balfour Brookline Tenant LLC  
Entity Name

duly voted to apply to the Licensing Authority of Brookline and the  
City/Town  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

- Change Corporate Name
- Change Corporate Structure (i.e. Corp / LLC)
- Change of DBA
- Other

“VOTED: To authorize Sharon Makowsky  
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

For Corporations ONLY

A true copy attest,

A true copy attest,

DocuSigned by:  
*Sharon Makowsky*  
765D38FCBA57424...  
Corporate Officer / LLC Manager Signature

\_\_\_\_\_  
Corporation Clerk's Signature

Sharon Makowsky  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

MAURA HEALEY  
GOVERNOR

KIM DRISCOLL  
LIEUTENANT GOVERNOR

LAUREN E. JONES  
SECRETARY

KATIE DISHNICA  
DIRECTOR

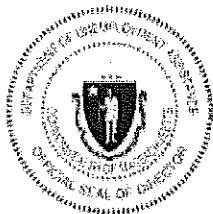
March 8, 2024  
FEIN: 86-1597487

123 Fisher Avenue Tenant LLC  
123 Fisher Ave  
Brookline, MA 02445

The Department of Unemployment Assistance certifies that as of March 8, 2024, 123 Fisher Avenue Tenant LLC, does not currently have any unemployment or wage reporting obligations and is not required to register with the agency at this time.

By obtaining this certificate, Fisher Avenue Tenant LLC acknowledges they are required to register with the Department of Unemployment Assistance if they meet the subjectivity requirements for unemployment insurance outlined in M.G.L Chapter 151A, Section 8 and/or the wage reporting requirements outlined in M.G.L Chapter 62 E, Section 2. This certificate expires 30 days from issuance.

Signed and sealed



March 8, 2024

Katie Dishnica  
Director, Department of Unemployment Assistance



COMMONWEALTH OF MASSACHUSETTS

NUMBER  
DBA-2024-000033

Town of Brookline

FEE  
\$150.00

123 Fisher Avenue Tenant LLC DBA The Newbury of

Book: 72 Page: 39

Brookline

NAME

123 FISHER AVENUE

ADDRESS

IS HEREBY GRANTED A BUSINESS CERTIFICATE

In conformity with the provisions of Chapter One Hundred and Ten, Section Five  
of the General Laws, as amended.

This Business Certificate expires on Sunday, March 12, 2028  
unless sooner suspended or revoked.

Owner(s): Sharon Makowsky

-----  
Town Clerk



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR CHANGE IN D/B/A**  
**COMMON VICTUALLER LICENSES**

DATE: 3/5/2024

LOCATION: 123 Fisher Avenue, Brookline, MA 02120

APPLICANT: 123 Fisher Avenue Tenant LLC  
**INDIVIDUAL/PARTNERSHIP/CORPORATION**

PRESENT D/B/A: Well Tower

PROPOSED D/B/A The Newbury of Brookline

**(NOTE: CHANGE OF D/B/A FOR LIQUOR LICENSEES REQUIRES SUBMISSION OF APPLICATION FOR CHANGE IN D/B/A ON LIQUOR LICENSE IN ADDITION TO THIS APPLICATION FOR CHANGE OF D/B/A ON CV LICENSE.)**

DocuSigned by:  
APPLICANT SIGNATURE Sharon Makowsky TITLE: Authorized Signatory PHONE# [REDACTED]  
EMAIL ADDRESS [REDACTED]



**VOTE OF CORPORATION**

DATE: 3/5/2024

AT A MEETING OF THE BOARD OF DIRECTORS OF 123 Fisher Avenue Tenant LLC

HELD AT: Toledo, OH ON: 3/5/2024

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

DBA

(TYPE OF LICENSE)

FOR THE YEAR 2024 TO BE EXERCISED ON THE PREMISES LOCATED AT 123 Fisher Avenue

VOTED: TO AUTHORIZE Sharon Makowsky TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF The Newbury of Brookline

AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS        BEEN RESOLVED.

A TRUE COPY

ATTEST: \_\_\_\_\_

CLERK



STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

DocuSigned by:  
Sharon Makowsky  
765D38FC8A57424...

\*Signature of Individual

\_\_\_\_\_  
By: Corporate Officer

\_\_\_\_\_  
[Redacted]

\*\* Social Security #

Voluntary or Federal ID #

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.





**CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS**



ALEX DIBELL  
123 FISHER AVENUE TENANT LLC  
4500 DORR ST  
TOLEDO OH 43615-4040

***Why did I receive this notice?***

We received your request for a Certificate of Good Standing and/or Tax Compliance for 123 FISHER AVENUE TENANT LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m.

***Visit us online!***

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account.
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Use the confirmation code below to print another copy of this letter or to review your submission.

Confirmation Code: x2cfpj

Edward W. Coyle, Jr., Chief  
Collections Bureau



**CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS**



ALEX DIBELL  
123 FISHER AVENUE TENANT LLC  
4500 DORR ST  
TOLEDO OH 43615-4040

***Why did I receive this notice?***

We received your request for a Certificate of Good Standing and/or Tax Compliance for 123 FISHER AVENUE TENANT LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m.

***Visit us online!***

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Use the confirmation code below to print another copy of this letter or to review your submission.

Confirmation Code: x2cfpj

Edward W. Coyle, Jr., Chief  
Collections Bureau

**CERTIFICATE AMENDING OR CORRECTING  
APPLICATION FOR REGISTRATION**

(Under Section 52 of the Massachusetts Limited Liability Company Act)

To the State Secretary  
Commonwealth of Massachusetts

Federal Employer  
Identification Number: [REDACTED]

It is hereby certified that:

(a) The federal employer identification number is: [REDACTED]

(b) The name of the foreign limited liability company, and if different, the name under which it proposes to do business in the commonwealth: **WELL Balfour Brookline Tenant LLC**

(c) The jurisdiction where the foreign limited liability company was organized and the date of its organization: **Delaware – 1/8/2021**

(d) The date it registered to do business in the Commonwealth: **1/11/2021**

(e) The name of each manager and the business address, if different from its principal office location. If there are no managers, include a statement to that effect.

There are no managers.

(f) The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the registry of deeds or a district office of the land court, if any, and the business address, if different from its principal office location:

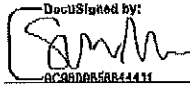
**Sharon Makowsky**

(g) The amendment to the registration certificate:

The exact name of the limited liability company is:

**123 Fisher Avenue Tenant LLC**

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, the undersigned does hereby affirm and swear, that to the undersigned's knowledge and belief the foregoing statements are true as of this 18th day of January, 2024.

DocuSigned by:  
  
BBCBDCD1-DAA6-4EB8-8CEA-66C6DC586143

Sharon Makowsky, Authorized Person

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "WELL BALFOUR BROOKLINE TENANT LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "123 FISHER AVENUE TENANT LLC" ON THE EIGHTEENTH DAY OF JANUARY, A.D. 2024, AT 4:58 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.



*Handwritten signature of Jeffrey W. Bullock*  
 JEFFREY W. BULLOCK, Secretary of State

4671167 8320  
 SR# 20240184466

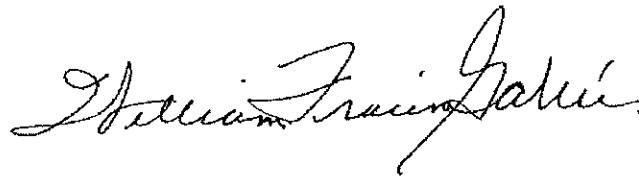
Authentication: 202629791  
 Date: 01-22-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

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:

January 23, 2024 11:56 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WELL BALFOUR BROOKLINE TENANT LLC", CHANGING ITS NAME FROM "WELL BALFOUR BROOKLINE TENANT LLC" TO "123 FISHER AVENUE TENANT LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF JANUARY, A.D. 2024, AT 4:58 O`CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

4671167 8100  
SR# 20240167503

Authentication: 202628286  
Date: 01-22-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:58 PM 01/18/2024  
FILED 04:58 PM 01/18/2024  
SR 20240167563 - File Number 4671167

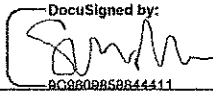
**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: WELL Balfour Brookline Tenant LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is 123 Fisher Avenue Tenant LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 18th day of January, A.D. 2024.

By:   
Authorized Person(s)

Name: Sharon Makowsky  
Print or Type



## **Change of Alternate Manager**

Applicant: Sasha Machado  
DBA: NETA  
Location: 160 Washington St., Brookline, MA 02445

### **Application Details:**

Change in the alternate manager to Sasha Machado as an Assistant Operations Manager of NETA located at 160 Washington St. Brookline, MA

### **Reports (Attached):**

Police Department (Pending)

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)


**Applicant** - Position: Assistant Operations Manager Department/License: Retail

**Volunteer** - Position: \_\_\_\_\_ Department: \_\_\_\_\_

**Employee** - Position: \_\_\_\_\_ Department: \_\_\_\_\_

**Contractor** - Company Name: \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

 03/08/2024  
 Applicant/Employee/Volunteer/Contractor Signature Today's Date

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Machado First Name: Sasha MI: V

Current Address: [REDACTED]

Former Address(es): [REDACTED]

Maiden Name or Alias (If Applicable): Sasha [REDACTED] Machado Place of Birth: [REDACTED]

Date of Birth: [REDACTED] Last 6 digits of Social Security Number: [REDACTED]

Sex: F Height: 5 ft. [REDACTED] in. Race: WHITE Eye Color: Brown

State Driver's License Number (Include State) \_\_\_\_\_ ID Theft Index PIN\*: \_\_\_\_\_

List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

\_\_\_\_\_  
 Mother's Full Maiden Name: [REDACTED] Father's Name: \_\_\_\_\_

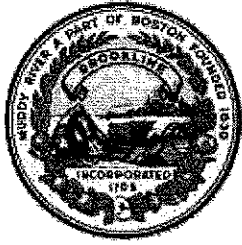
\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

**\*\*\*For Official Use Only\*\*\***

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_



# TOWN OF BROOKLINE

*Massachusetts*

## MARIJUANA RETAILER MANAGER/ALTERNATE MANAGER LICENSE INTERVIEW FORM

LICENSE NAME: Marijuana Retailer/ Marijuana Treatment Center

DISPENSARY NAME: New England Treatment Access

MANAGER INFORMATION: Nicholas Miles

NAME: Sashya [REDACTED] Machado

CELL PHONE NUMBER: [REDACTED]

HOURS PER WEEK: 40

U.S. CITIZENS: YES  NO

CCC CREDENTIAL NUMBER: [REDACTED]

### BACKGROUND INFORMATION:

- A. Do you now, or have you ever, held a direct or indirect, beneficial or financial interest in a Marijuana Dispensary? YES  NO   
If Yes, please describe: \_\_\_\_\_
- B. Have you ever been a Manager of Record of a Marijuana Retail License, which has been suspended, revoked or cancelled? YES  NO
- C. Please list your employment for the past ten years (Dates, Employer, Position Held)

### EMPLOYMENT:

2020-2021 Freelance Graphic Designer
2018-2019 WBSM / FUN 107 Radio Station, Intern
2018-2018 New Bedford Airport, Intern



# TOWN OF BROOKLINE

*Massachusetts*

## MARIJUANA RETAILER MANAGER/ALTERNATE MANAGER LICENSE INTERVIEW FORM

LICENSE TYPE:   Marijuana Retailer/Marijuana Treatment Center  

NAME:   Sasha Vieira Machado  

ADDRESS:   [REDACTED]  

CITY/TOWN:   [REDACTED]  

E-MAIL:   [REDACTED]  

CELL PHONE:   [REDACTED]  

PLACE OF BIRTH:   [REDACTED] Portugal  

FATHERS NAME:   [REDACTED]   MOTHERS NAME (MAIDEN):   [REDACTED]  

UNITED STATES CITIZEN STATUS: YES  NO

VETERANS STATUS: YES  NO

RESIDENCES (LAST FIVE YEARS):

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

EDUCATION:

Greater New Bedford Regional Vocational Technical High School

SIGNATURE:   [Handwritten Signature]    
DATE:   03/08/2024

To whom it may concern,

I am writing to provide a character reference for my friend, Sasha. I have known Sasha since we were in high school together, about eight years. We did drama club together, had sleepovers, did fundraising events, and were both in the Media Technology shop at GNB Voc-Tech.

Sasha has many admirable qualities. She is kind, friendly, trustworthy, patient, and great with people. She has been there to listen to me stress about life, career, and relationships and every time listened with patience and understanding. She was one of the only people our drama director trusted to manage the cast members for the productions, not an easy task to be sure. We had a rowdy group that year but she handled them with grace and patience. She always welcomed new people into our friend group with open arms. I recall a time when her brother came along with our friend group to hang out. She made sure that he always felt included. I have trusted her with some of my deepest secrets. She is very dedicated to those she cares about. I cannot say where I'd be now without her influence in my life.

I highly recommend Sasha for this position. Her wonderful personality and kind nature is sure to benefit any role she finds herself in. She is excellent with people, friendly, loyal, and kind, sure to flourish in any situation.

Best,

Hannah Jope



CHARACTER REFERENCE LETTER

To Whom This May Concern,

I, Maegan LaShombe, write this letter of reference about Sasha Vieira with whom I had the pleasure to know for more than 10 years in order to clarify and defend her good judgment.

During this length of time, Sasha Vieira demonstrated numerous qualities as a valuable person in our society. In addition to this, I have observed her being polite, hard-working and also always willing to help when needed. Sasha is also an enthusiastic, sensible and graceful person.

Under this pretext, I strongly recommend Sasha as a more than suitable person. I think this is a solid testimony of how Sasha is and her mental and moral qualities. I hope you consider this reference letter when determining the outcome of this case.

In case you need any further information, please, do not hesitate to contact me.

Best regards,

Maegan LaShombe

[REDACTED]

[REDACTED]

Sheila Straight

SR. HR Manager NETA

2/26/24

To whom it may concern,

I am writing to provide a character reference for Sasha Machado who has been an integral part of NETA during their tenure as an employee. In my capacity as SR. HR Manager, I have had the opportunity to observe and work closely with Sasha, and I am pleased to share my insights into their professional qualities.

Sasha has consistently demonstrated exceptional leadership skills throughout their time at NETA. One of their standout attributes is their ability to effectively manage and inspire their team. They have a remarkable talent for fostering a collaborative and positive work environment, which has significantly contributed to the success of our culture and results.

In terms of Sasha's work ethic, I have been consistently impressed by their dedication and commitment to achieving high-quality results. They are known for their passion for our store and positive work attitude, and attention to detail, strategic thinking, and proactive approach to problem-solving. Sasha has successfully navigated challenging situations with poise and has consistently delivered results that exceed expectations.

Furthermore, Sasha possesses excellent communication skills, both with their team members and across departments. They have a talent for conveying complex ideas in a clear and concise manner, which has greatly facilitated effective collaboration within the team.

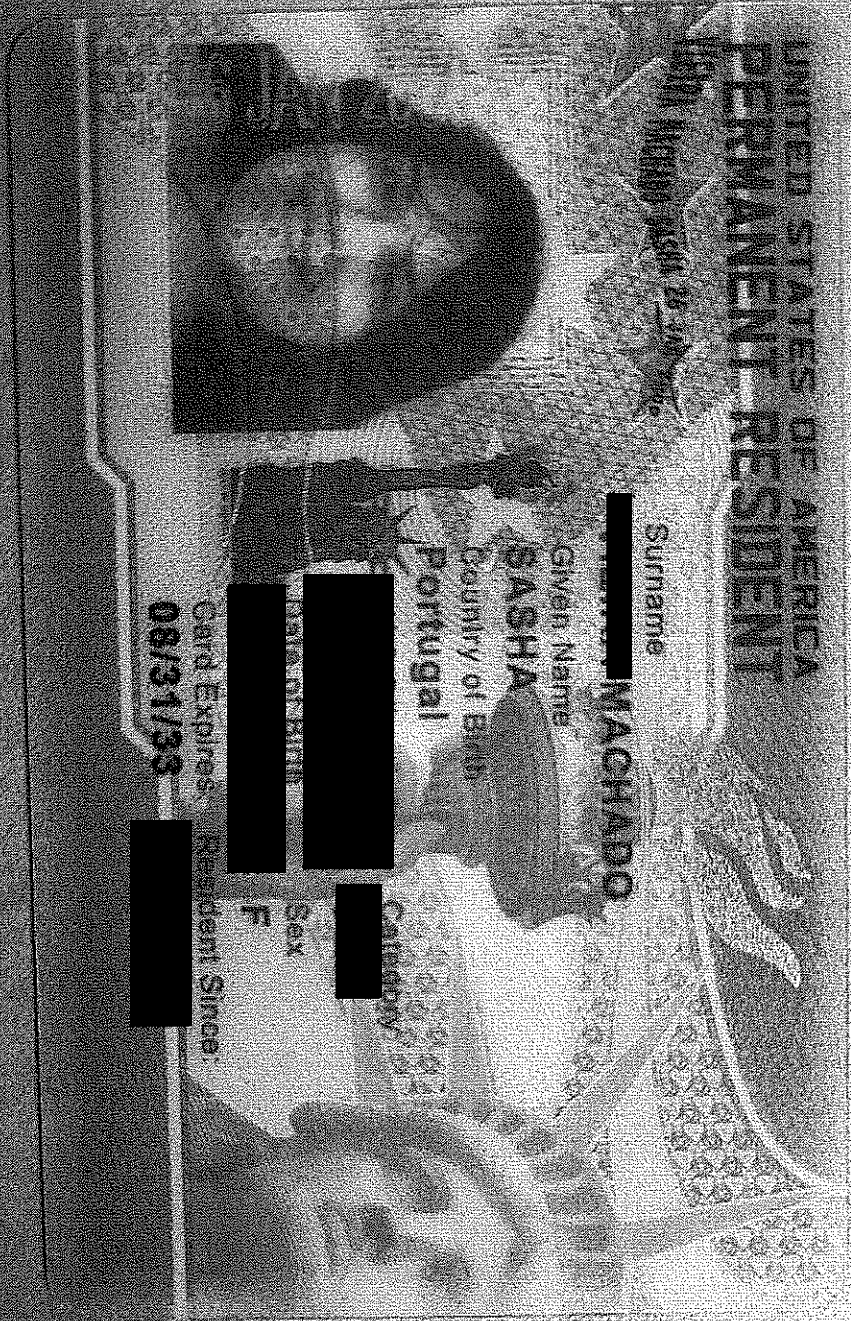
In conclusion, I wholeheartedly recommend Sasha Machado based on their outstanding professional qualities, leadership abilities, and dedication to excellence. I am confident that they will continue to make significant contributions and excel in any managerial role.

Should you have any further questions or require additional information, please feel free to contact me at [ssstraight@netacare.org](mailto:ssstraight@netacare.org) [REDACTED]

Sincerely,



Sheila Straight



UNITED STATES OF AMERICA  
 PERMANENT RESIDENT



Surname

[REDACTED] MACHADO

Given Name

SASHA

Country of Birth

Portugal

Category

[REDACTED]

Sex

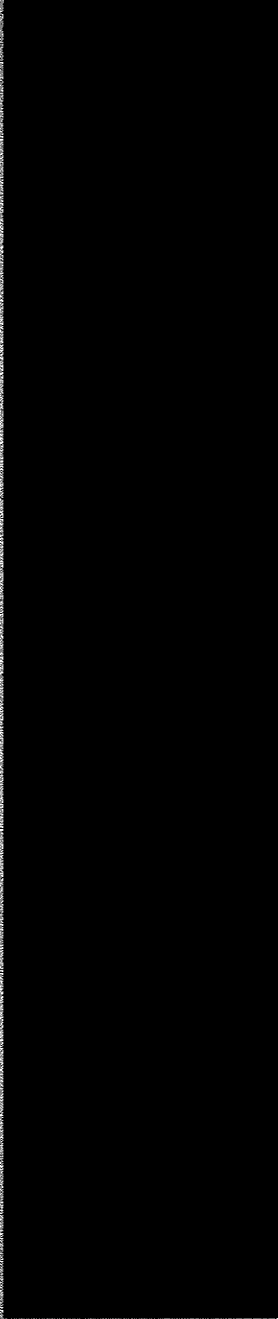
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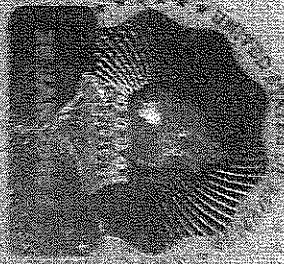
09/31/93

[REDACTED]





If found, drop in any US Mailbox. USPS. Meet to 7 Product Way, Lees Summit, MO 64082



## **Change of Alternate Manager**

Applicant: Jill Cyr  
DBA: NETA  
Location: 160 Washington St., Brookline, MA 02445

### **Application Details:**

Change in the alternate manager to Jill Cyr as an Assistant Operations Manager of NETA located at 160 Washington St. Brookline, MA

### **Reports (Attached):**

Police Department (Approved)

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

- Applicant** - Position: Assistant Operations Manager Department/License: \_\_\_\_\_
- Volunteer** - Position: \_\_\_\_\_ Department: \_\_\_\_\_
- Employee** - Position: \_\_\_\_\_ Department: \_\_\_\_\_
- Contractor** - Company Name: \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Jill Cyr 3/8/2024  
 Applicant/Employee/Volunteer/Contractor Signature Today's Date

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Cyr First Name: Jill MI: M  
 Current Address: \_\_\_\_\_  
 Former Address (if): \_\_\_\_\_  
 Maiden Name or Alias (if Applicable): \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Last 6 digits of Social Security Number: \_\_\_\_\_  
 Sex: f Height: 5 ft    in. Race: white Eye Color: \_\_\_\_\_  
 State Driver's License Number (Include State): \_\_\_\_\_ ID Theft Index PIN\*: \_\_\_\_\_  
 List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_  
 Mother's Full Maiden Name: \_\_\_\_\_ Father's Name: \_\_\_\_\_

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

\*\*\*For Official Use Only\*\*\*

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: \_\_\_\_\_ (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_



# TOWN OF BROOKLINE

*Massachusetts*

## MARIJUANA RETAILER MANAGER/ALTERNATE MANAGER LICENSE INTERVIEW FORM

LICENSE NAME: Marijuana Establishment / Marijuana Treatment Center

DISPENSARY NAME: New England Treatment Access

MANAGER INFORMATION: Nicholas Miles

NAME: Jill Cyr

CELL PHONE NUMBER: [REDACTED]

HOURS PER WEEK: 40

U.S. CITIZENS: YES  NO

CCC CREDENTIAL NUMBER: Adult Use [REDACTED] Medical: [REDACTED]

### BACKGROUND INFORMATION:

A. Do you now, or have you ever, held a direct or indirect, beneficial or financial interest in a Marijuana Dispensary? YES  NO

If Yes, please describe: \_\_\_\_\_

B. Have you ever been a Manager of Record of a Marijuana Retail License, which has been suspended, revoked or cancelled? YES  NO

C. Please list your employment for the past ten years (Dates, Employer, Position Held)

### EMPLOYMENT:

2020-Current	NETA Brookline Delivery Coordinator
2014-2020	American Alarm and Communications Scheduling Specialist



TOWN OF BROOKLINE

Massachusetts

MARIJUANA RETAILER  
MANAGER/ALTERNATE MANAGER  
LICENSE INTERVIEW FORM

LICENSE TYPE: Marijuana Establishment / Marijuana Treatment Center

NAME: Jill Cyr

ADDRESS: [REDACTED]

CITY/TOWN: [REDACTED]

E-MAIL: [REDACTED]

CELL PHONE: [REDACTED]

PLACE OF BIRTH: [REDACTED]

FATHER'S NAME: [REDACTED]

MOTHER'S NAME (MAIDEN): [REDACTED]

UNITED STATES CITIZEN

YES

NO

STATUS: VETERANS STATUS:

YES

NO

RESIDENCES (LAST FIVE YEARS):

[REDACTED]

EDUCATION:

Revere High School [REDACTED]

SIGNATURE: Jill Cyr

DATE: 3/8/2024

To whom it may concern,

Jill and I have worked together since 2020. She welcomed me with open arms, and provided me with exceptional training.

Over the years, I have enjoyed not only working with Jill, but also watching her grow, and move up within the company. She is always pleasant, approachable and resourceful. She demonstrates great qualities, such as punctuality, empathy and patience. Jill is always willing to listen to anyone's concern, and shows great compassion to all.

I would highly recommend Jill for any type of leadership position.

Thank you,

*Jennifer Mccook*

Jennifer Mccook  
jmmccook@netacare.org



Michael Foulds

To Whom It May Concern,

I am writing to offer my recommendation for my cousin Jill Cyr whom I have known for 45 years, during which time I have grown to know her character, work ethic, and overall integrity as being nothing but the best, truthful and honest in all that she does.

Jill is a person who presents exceptional character and integrity. Throughout our lives, she has consistently demonstrated qualities that distinguish her as a person of high moral standards and very trustworthy behavior. Her commitment to honesty, reliability, and ethical conduct is unwavering to say the least.

In addition to her admirable character traits, Jill possesses outstanding social skills and a genuine concern for the well-being of others. She is compassionate, empathetic, and always willing to lend the extra hand when needed. Her ability to connect with people from diverse backgrounds and build long-lasting meaningful relationships is truly remarkable.

Furthermore, Jill exhibits a strong sense of responsibility and accountability in all her endeavors. Whether it is in her personal or professional life, her approach challenges with a positive attitude and willingness to learn and grow. Always demonstrating resilience in her ability to maintain composure under pressure is only the start of the qualities I greatly admire about her.

In conclusion, I wholeheartedly recommend Jill Cyr without reservation as she takes on this new roll with her career. She's a person of exemplary character & integrity, and I can say with full confidence that she will continue to make valuable contributions wherever she may go.

Please feel free to contact me should you require any additional information.

Sincerely,

Michael Foulds

Michael Foulds

To Whom it May Concern,

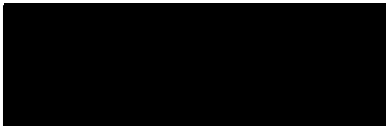
My name is Mark Diamond and I am writing to recommend Jill Cyr for the Assistant Operations Manager in Brookline, MA I have known Jill since the day I started back on August 31st, 2021. We were both Delivery Drivers and then she became a Coordinator. She has been an absolute professional at every move she has made within the organization. I have seen substantial growth in her in every facet of the business.

I have no doubt in my mind that she will make a tremendous asset to the Assistant Operations Manager's position. Over the course of time, she has created a skill set that has been extremely unique, and she has made a positive impact in every department within the organization. I highly recommend her for the Assistant Operations Manager's position. Please do not hesitate to reach out to me for any questions or concerns. My number is 617-775-9950. Thank you for your time.

Sincerely yours,

*Mark Diamond*

Mark Diamond





# MASSACHUSETTS

## DRIVER'S LICENSE NOT FOR FEDERAL ID



ISS 03/02/2020

EXP 12/30/2024

CLASS D 12 REST NONE

NUMBER [REDACTED]

DOB [REDACTED]

REST NONE

1 CYR  
2 JILL [REDACTED]

*Jill Marie Cyr*

18 EYES [REDACTED]

15 SEX F 16 HGT [REDACTED]



[REDACTED]

[REDACTED]



**BROOKLINE POLICE DEPARTMENT**

*Brookline, Massachusetts*

JENNIFER PASTER  
CHIEF OF POLICE

**To: Rachelle Morson**

**From: Lt. Brian Sutherland**

**Date: March 28, 2024**

**Re: Assistant Operations Manager – New England Treatment Access**

---

Rachelle Morson,

Jill M. Cyr [REDACTED] has submitted an application for approval as an Assistant Operations Manager at New England Treatment Access located at 160 Washington Street in this town. Ms. Cyr is currently employed at NETA as the Brookline Delivery Coordinator and has been there since 2020. Prior to that, she worked at American Alarm and Communication from 2014-2020.

A check of her Criminal History Record reveals no disqualifying information and an in-house check of her name reveals no occurrences. Ms. Cyr has also submitted three letters of recommendation that all spoke highly of her character, two of them are colleagues she has worked with at NETA. Ms. Cyr submitted her fingerprints to the police department on March 13, 2024.

Ms. Cyr appears to be a suitable applicant for employment as the Assistant Operations Manager for NETA in Brookline.

Jill M. Cyr, CCC [REDACTED]



Respectfully submitted,

Lt. Brian Sutherland



## **Special Outdoor Dining Renewal**

### **Application Details:**

Question of renewing the Special Outdoor Dining program for the following:

Prairie Fire – 242 Harvard Street  
Punch Bowl – 700 Brookline Ave  
Hamilton – 1366 Beacon Street

### **Reports (Attached):**

Health Department (Approved)  
Building Department (Approved)  
Fire Department (Approved)  
Transportation (Pending)

OFFICE OF THE SELECT BOARD

M E M O R A N D U M

TO: Daniel Bennett, Building Commissioner  
FROM: Charles Carey, Town Administrator  
RE: Special Outdoor Seating – Renewal  
DATE: March 29, 2024

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Please find attached an application for the following:

Question of renewing the Special Outdoor Dining program for the following

Prairie Fire – 242 Harvard Street  
Punch Bowl – 700 Brookline Ave  
Hamilton – 1366 Beacon Street

This application is scheduled to go before the Board on **April 17, 2024**. May we please have the reports **April 10, 2024** Thank you.



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

**Daniel F. Bennett**  
**Building Commissioner**

**INTEROFFICE MEMORANDUM**

---

**Date:** April 10, 2024

**To:** Charles Carey  
Town Administrator

**From:** Daniel Bennett  
Building Commissioner

**Re:** **700 Brookline Ave** – Request from JJ Restaurant Group, d/b/a Punch Bowl, for a Common Victualler Outdoor Seating License Application and renew the Special Outdoor Dining Program (application dated March 29, 2024).

The request is for 12 tables with 50 seasonal outdoor seats on public property on River Road. The applicant has indicated they are proposing planters, umbrellas, Outdoor lighting elements and protective barriers to their outdoor seating license.

The applicant must maintain a minimum 4 ft. clear continuous unobstructed path of travel on the sidewalk and access to seating per MAAB/ADA. Umbrellas and planters must be secured such that they do not move, blow over, or cause damage in severe weather or high winds. Outdoor lighting must be installed per code and manufacturers installation requirements and barrier/fence/planter max height of 42". Restaurants are responsible to take down tents, canopies, umbrellas and secure loose items in advance of weather incidents.

The applicant shall maintain a free and unobstructed path of egress at the main entrance. The applicant is reminded that adding temporary structures, such as tents, electric heaters and exterior lights, not part of this application, will require an amendment to the outdoor seating license and may require permits and approvals from various Town agencies prior to installation. The applicant is encouraged to contact the Building Department if they have any questions.

The Building Department has no objection with the application from JJ Restaurant Group, d/b/a Punch Bowl, for a Common Victualler Outdoor Seating License Application and renew the Special Outdoor Dining Program.



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

**Daniel F. Bennett**  
Building Commissioner

**INTEROFFICE MEMORANDUM**

---

**Date:** April 10, 2024

**To:** Charles Carey  
Town Administrator

**From:** Daniel Bennett  
Building Commissioner

**Re:** **1366 Beacon Street** - Application from Brookline Dining Group, LLC, d/b/a Hamilton, Greg Johnson, Owner, for a Common Victualler Outdoor Seating License Application and renew the Special Outdoor Dining Program (memo dated March 29,2024).

The request is for 32 tables with 156 seats in parking spaces on Beacon St. and the public courtyard behind the restaurant. The applicant has indicated they are proposing tents less than 120 sq. ft., protective barriers, outdoor lighting elements and planters to their existing outdoor seating license. The maximum height of the planters/protective barrier is 42". All outdoor lighting installations must be installed per manufacturer's instructions and specifications and comply with Mass Elec. Code.

Outdoor lighting elements must be installed per the manufacturer's installation instructions and shall not impede pedestrian travel on public ways. The applicant must maintain a minimum 4 ft. clear continuous unobstructed path of travel on the sidewalk and access to seating per MAAB/ADA.. Umbrellas, planters and protective barriers must be secured such that they do not move, blow over, or cause damage in severe weather or high winds. Restaurants are responsible to take down tents, canopies, umbrellas and secure loose items in advance of weather incidents.

The applicant shall maintain a free and unobstructed path of egress at the main entrance. The applicant is reminded that adding temporary structures, electric heaters and exterior lights, not part of this application, will require an amendment to the outdoor seating license and may require permits and approvals from various Town agencies prior to installation. The applicant is encouraged to contact the Building Department if they have any questions.

The Building Department has no objection with the application from Brookline Dining Group, LLC, d/b/a Hamilton, Greg Johnson, Owner, for a Common Victualler Outdoor Seating License Application and renew the Special Outdoor Dining Program.



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

**Daniel F. Bennett**  
Building Commissioner

**INTEROFFICE MEMORANDUM**

---

**Date:** April 10, 2024

**To:** Charles Carey  
Town Administrator

**From:** Daniel Bennett  
Building Commissioner

**Re:** **242 Harvard Street** – Application from S & R Hospitality, LLC, d/b/a Prairie Fire, Daniel Kerrigan, Manager, for a Common Victualler Outdoor Seating License Application and renew the Special Outdoor Dining Program (application dated March 29, 2024).

The request is for 10 tables with 80 seasonal seats in the Webster Street Parking Lot to the rear of the establishment. The applicant has indicated they are proposing outdoor lighting elements, planters, umbrellas and a protective barrier to their existing outdoor seating license. Electrical installations must be performed by licensed tradesmen and inspected by the Town. The max height of the perimeter fence is 6ft and must be secured without penetrating the pavement. Lastly, jersey barriers or must be installed between the dining area and remaining active parking lot.

Outdoor lighting elements must be installed per the manufacturer's installation instructions and shall not impede pedestrian travel on public ways. The applicant must maintain a minimum 4 ft. clear continuous unobstructed path of travel on the sidewalk and access to seating per MAAB/ADA. The Seasonal Semi-permanent structure and protective barriers must be secured such that they do not move, blow over, or cause damage in severe weather or high winds. Restaurants are responsible to take down tents, canopies, umbrellas and secure loose items in advance of weather incidents.

The applicant shall maintain a free and unobstructed path of egress at the business entrance. The applicant is reminded that adding outdoor elements not part of this application will require an amendment to the outdoor seating license. The applicant is encouraged to contact the Building Department if they have any questions.

The Building Department has no objection with the application from S & R Hospitality, LLC, d/b/a Prairie Fire, Daniel Kerrigan, Manager, for a Common Victualler Outdoor Seating License Application and renew the Special Outdoor Dining Program.



**BROOKLINE FIRE DEPARTMENT**  
*Town of Brookline Massachusetts*

**FIRE DEPARTMENT**

John F. Sullivan  
Chief of Department

350 Washington Street  
PO Box 470557  
Brookline MA 02447-0557  
Tel: 617-730-2272  
Fax: 617-730-2391  
[www.brooklinema.gov](http://www.brooklinema.gov)

**BROOKLINE FIRE DEPARTMENT**  
**M E M O R A N D U M**

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**Date:** April 4, 2024  
**To:** Charles Carey, Town Administrator  
**From:** Paul Canney, Captain  
Fire Prevention Division  
**Re:** **Request for Report- 1366 Beacon Street- Hamilton**

The Fire Department has no objection to the application to renew the Special Outdoor Dining program for the following address

1366 Beacon Street- Hamilton





**BROOKLINE FIRE DEPARTMENT**  
*Town of Brookline Massachusetts*

**FIRE DEPARTMENT**

John F. Sullivan  
Chief of Department

350 Washington Street  
PO Box 470557  
Brookline MA 02447-0557  
Tel: 617-730-2272  
Fax: 617-730-2391  
[www.brooklinema.gov](http://www.brooklinema.gov)

**BROOKLINE FIRE DEPARTMENT**  
**M E M O R A N D U M**

---

**Date:** April 11, 2024  
**To:** Charles Carey, Town Administrator  
**From:** Paul Canney, Captain  
Fire Prevention Division  
**Re:** **Request for Report- 242 Harvard Street- Prairie Fire**

The Fire Department has no objection to the application to renew the Special Outdoor Dining program for the following address

242 Harvard St – Prairie Fire



**BROOKLINE FIRE DEPARTMENT**  
*Town of Brookline Massachusetts*

**FIRE DEPARTMENT**

John F. Sullivan  
Chief of Department

350 Washington Street  
PO Box 470557  
Brookline MA 02447-0557  
Tel: 617-730-2272  
Fax: 617-730-2391  
[www.brooklinema.gov](http://www.brooklinema.gov)

**BROOKLINE FIRE DEPARTMENT**  
**M E M O R A N D U M**

---

**Date:** April 11, 2024  
**To:** Charles Carey, Town Administrator  
**From:** Paul Canney, Captain  
Fire Prevention Division  
**Re:** **Request for Report- 700 Brookline Ave – Punch Bowl Tavern**

The Fire Department has no objection to the application to renew the Special Outdoor Dining program for the following address

700 Brookline Ave – Punch Bowl



Sigalle Reiss, MPH, RS/REHS  
Director of Public Health  
& Human Services

**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

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*11 Pierce Street, Brookline, Massachusetts, 02445*  
*Telephone: (617) 730-2300 Facsimile: (617) 730-2296*  
*Website: [www.brooklinema.gov](http://www.brooklinema.gov)*

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Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: *Charles Carey, Town Administrator*  
For the Select Board

From: Sigalle Reiss, *SR*  
Director Of Public Health & Human Services

Date: 03/19/2024

RE: Outdoor Seating License Renewals

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The Brookline Department of Public Health has no objections to the 2024 outdoor seating license renewal applications for the following applicants:

Punch Bowl 700 Brookline Ave  
Prairie Fire 242 Harvard Street  
Hamilton 1366 Beacon Street

The applicants must upload the completed Health & Sanitation Plan form for Outdoor Seating to the Accela account associated with their Outdoor Dining for review and approval by the Health Department.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**COMMON VICTUALLER OUTDOOR SEATING LICENSE APPLICATION**  
**(For seating effective April 1, 2022)**

DATE: 03/15/2024

ADDRESS OF LICENSED PREMISES: 700 Brookline Ave

APPLICANT: JJ Restaurant Group,  
INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: DBA Punch Bowl

TYPE OF LIQUOR LICENSE:  All Kinds  Beer and Wine  None

**LIQUOR LICENSEES: PLEASE ATTACH PROOF THAT THE LICENSEE'S LIQUOR LIABILITY INSURANCE POLICY REQUIRED BY MASSACHUSETTS GENERAL LAWS c. 138, s. 12 AND SECTION B(6) OF THE TOWN'S LIQUOR REGULATIONS COVERS THE PROPOSED OUTDOOR SEATING AREA, AND THAT THE TOWN IS LISTED AS AN ADDITIONAL INSURED.**

ARE YOU SEEKING AN ENTERTAINMENT LICENSE FOR THE OUTDOOR SEATING AREA?  
 NO  YES live and recorded music TYPE OF ENTERTAINMENT

TYPE OF COMMON VICTUALLER OUTDOOR SEATING LICENSE:  
 Annual  Seasonal (April 1 – November 15)

(Note: Restaurants seeking an annual Outdoor Seating License must comply with applicable plumbing code pertaining to the number of outdoor seats. Please contact the Building Department with questions.)

DAYS AND HOURS OF OUTDOOR TABLE SERVICE:

### 3.T.

DAYS: Mon-Thurs HOURS: 6 am-10 pm  
DAYS: Fri/Sat HOURS: 6 am-11pm  
DAYS: Sunday HOURS: 6am-10pm

NUMBER OF OUTDOOR TABLES AND SEATS: 12/50

NUMBER OF INDOOR SEATS DURING MONTHS OF OUTDOOR SERVICE: 40

LOCATION OF OUTDOOR TABLES AND SEATS: \_\_\_\_\_

River Road

PROPOSED OUTDOOR SEATING MUST COMPLY WITH CONDITIONS OF ALL APPLICABLE TOWN AND STATE LICENSES AND WITH ALL STATE AND LOCAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO: THE TOWN OF BROOKLINE'S OUTDOOR DINING REGULATIONS AND GUIDELINES, THE TOWN OF BROOKLINE'S PREPARED FOOD SALES REGULATIONS, THE TOWN OF BROOKLINE'S SALES OF ALCOHOLIC BEVERAGES REGULATIONS AND THE ABCC'S PATIO GUIDELINES, IF THERE WILL BE ALCOHOL SALES; THE TOWN'S NOISE BY-LAW; AND THE LAWS GOVERNING ACCESS BY PEOPLE WITH DISABILITIES.

The applicant may be fined or be subject to disciplinary action for any violations occurring on the premises. The applicant must obtain and maintain any and all other permits, licenses, authorizations, etc. applicable to the outdoor seating area.

1) **What type of outdoor dining configuration are you proposing?** (See outdoor seating configurations section of the Town of Brookline's Outdoor Dining Program Regulations and Guidelines effective April 1, 2022 for reference.)

- Façade Seating:** Outdoor seating located on the sidewalk immediately adjacent to a building
- Curbside Seating:** Outdoor seating located on the sidewalk along the curb
- On-Street Seating:** Outdoor seating located in parking spaces in front of a restaurant storefront.
- Combination Façade & Roadway Seating**
- Combination Curbside & Roadway Seating**
- Other Type of Outdoor Seating Area:** Outdoor seating located on public property that does not fall within any of the previously listed categories (i.e. special outdoor seating cases).

2) **Are the outdoor seating areas proposed in this application currently included in your Common**

### 3.T.

**Victuallers and/or liquor license? (NOTE: A liquor license must cover outdoor seating areas if alcohol is served there. This may require a State Alcoholic Beverages Control Commission (ABCC) Alteration of the Premises Application and both Town and State approvals if not already obtained. Contact the Licensing Clerk's office with questions about this requirement.)**

Yes

No

Explanation: \_\_\_\_\_

**3) Please check any of the outdoor seating elements proposed for your outdoor seating area [Selected elements should be clearly noted on your Outdoor Seating Area Diagram, as well.]:**

Propane heater (Fire Department approval required)

Outdoor lighting elements (e.g. string lights)

Electric heater (May require electrical permit through the Building Department)

Planters

Tent, canopy, or awning (Less than 120 sq.ft.)

Umbrellas

Tent, canopy, or awning (Greater than 120 sq.ft.) (Building Department approval required)

Semi-permanent outdoor seating structure or protective barriers (DPW and possibly Building Department approval required)

Other – Please specify:  
\_\_\_\_\_

**4) Please provide a detailed description/narrative of your outdoor seating area. This description should directly reference and supplement any information included in your Outdoor Seating Area Diagram (submitted as a separate attachment).**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5) Application Attachments Checklist:**

▪ **REQUIRED FOR ALL APPLICANTS:**

- **Outdoor Seating Area Diagram [See Outdoor Seating Area Diagram Instructions posted on Outdoor Customer Areas page.]**
- **License Agreement:** A legal document confirming the terms of the Revocable License Agreement between the Town of Brookline and the Outdoor Seating Licensee.



### 3.T.

- **Certificate of Liability Insurance:** Restaurants with outdoor seating on public property must provide certificate of liability insurance naming the Town of Brookline as an additionally insured party in the amount of \$500,000/\$1 million providing coverage during the license period.
- **Health and Sanitation Plan:** All applicants must submit a detailed trash management and pest control management plan for restaurant establishments and outdoor seating areas for Health Department review and approval.

▪ **REQUIRED AS APPLICABLE:**

- **Certificate of Liquor Liability Insurance:** For liquor license holders, a certificate of liquor liability insurance in the amount required by Mass. Gen. Laws Ch. 138, s. 12 and Section B(7) of the Town's Sales of Alcoholic Beverages Regulations listing the Town as an additional insured, demonstrating coverage of the extended outdoor premises during the license period.
- **Proof of consent by third parties:** Restaurants with proposed outdoor seating on the private property of third parties must submit proof of consent by the third party to for such use, such as a lease or other agreement.
- **Fire Department** permit for any proposed propane heating lamps.
- **Building Department** permit for any tents exceeding 120 sq. ft., on-street structures with roofs, etc.

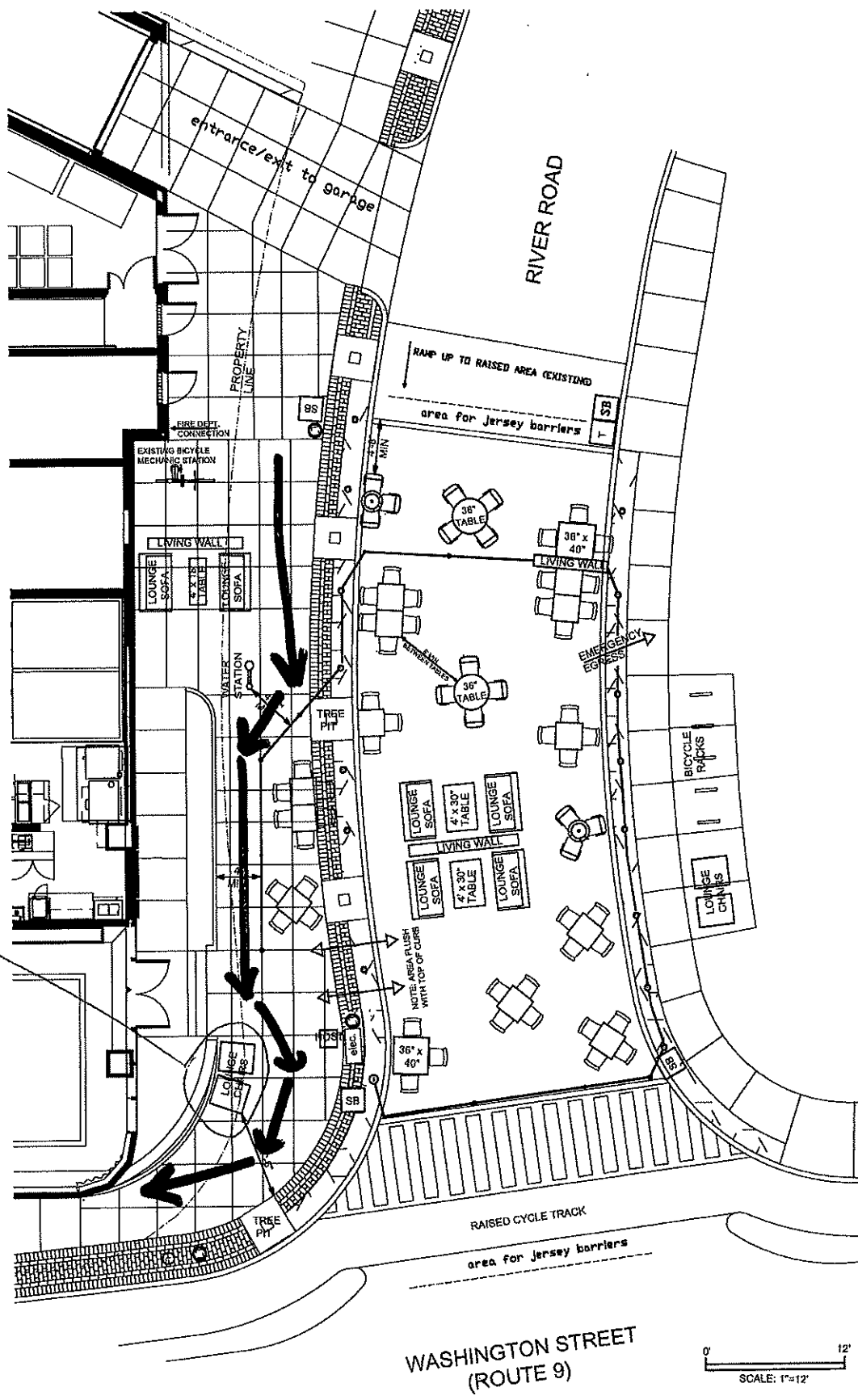
The applicant absolves the Town and its officials, officers, employees, agents and representatives (collectively, the "Town") from all liability in connection with the applicant's Town-permitted and licensed outdoor dining and the applicant's exercise and use of it. To the greatest extent permitted by law, the applicant agrees to defend, indemnify and hold harmless the Town of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of and/or relating to outdoor dining, including, but not limited to, incidents involving the Town's negligence. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.

APPLICANT SIGNATURE: Jennifer L. Ziskin Digitally signed by Jennifer L. Ziskin  
Date: 2024.03.22 13:18:32 -04'00' TITLE: President  
NAME (PRINT): Jennifer Ziskin 24-HOUR PHONE (CELL)   
EMAIL ADDRESS: 

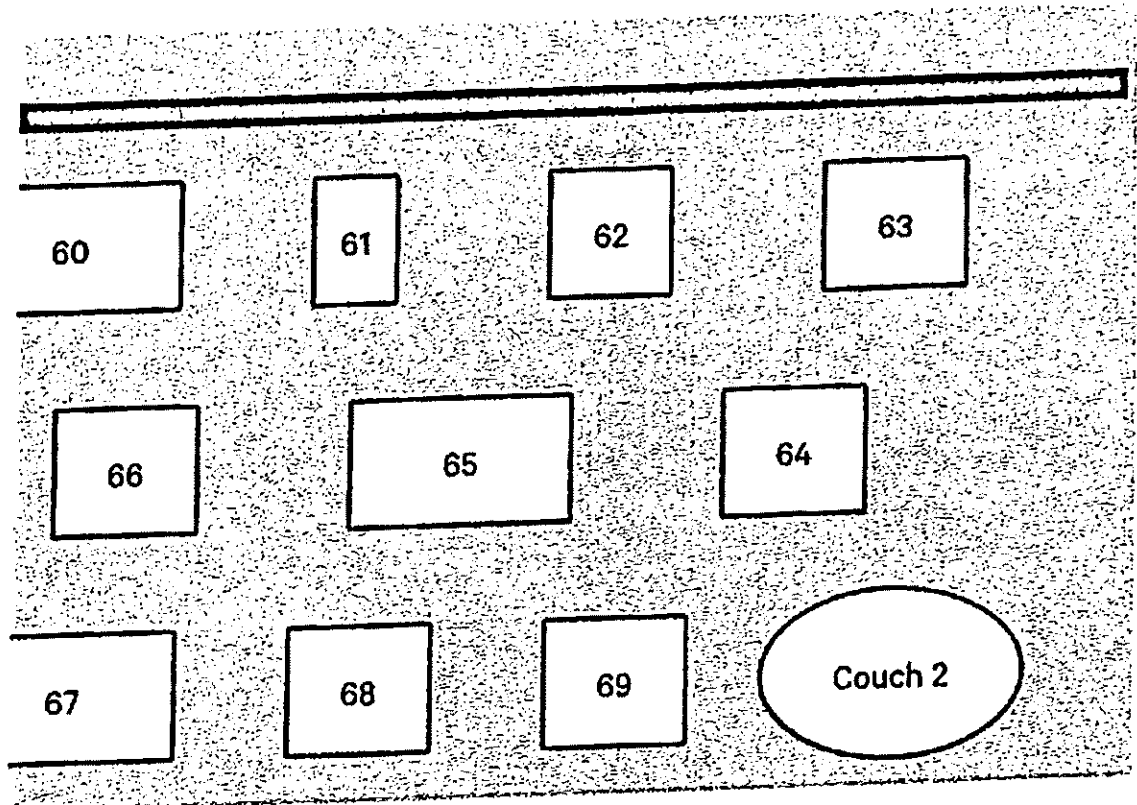




relocate or remove  
So path of travel is continuous and unobstructed



We propose to be able to continue to offer a safer option of outdoor seating on River Road for Punch Bowl Restaurant. We have created an outside oasis with tan tables and black patio chairs, garden boxes with fresh herbs and a trellis to create a more intimate atmosphere. We have yellow umbrellas that enhance the outside space for the community. In addition, there is a bike fixing station, a water bottle station and public seating for the Brookline community. The outdoor space offers a safe environment for dining and events for the community and our patrons. In addition, the attached plan provides a detail sheet of the furniture we propose to continue to offer.



Caption



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**COMMON VICTUALLER OUTDOOR SEATING LICENSE  
APPLICATION (For seating effective April 1, 2024)**

DATE: 02/29/2024

ADDRESS OF LICENSED PREMISES: 242 Harvard Street

APPLICANT: S&R Hospitality, LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Prairie Fire

TYPE OF LIQUOR LICENSE:  All Kinds  Beer and Wine  None

**LIQUOR LICENSEES: PLEASE ATTACH PROOF THAT THE LICENSEE'S LIQUOR LIABILITY INSURANCE POLICY REQUIRED BY MASSACHUSETTS GENERAL LAWS c. 138, s. 12 AND SECTION B(6) OF THE TOWN'S LIQUOR REGULATIONS COVERS THE PROPOSED OUTDOOR SEATING AREA, AND THAT THE TOWN IS LISTED AS AN ADDITIONAL INSURED.**

ARE YOU SEEKING AN ENTERTAINMENT LICENSE FOR THE OUTDOOR SEATING AREA?  
 NO  YES \_\_\_\_\_ TYPE OF ENTERTAINMENT

TYPE OF COMMON VICTUALLER OUTDOOR SEATING LICENSE:

Annual  Seasonal [April 1 – November 15]

(Note: Restaurants seeking an annual Outdoor Seating License must comply with applicable plumbing code pertaining to the number of outdoor seats. Please contact the Building Department with questions.)

DAYS AND HOURS OF OUTDOOR TABLE SERVICE:

DAYS: Monday - Sunday HOURS: 11am - 10pm

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

NUMBER OF OUTDOOR TABLES AND SEATS: 10 / 80

NUMBER OF INDOOR SEATS DURING MONTHS OF OUTDOOR SERVICE: 65

LOCATION OF OUTDOOR TABLES AND SEATS: \_\_\_\_\_

Webster Street Brookline Town Parking Lot

PROPOSED OUTDOOR SEATING MUST COMPLY WITH CONDITIONS OF ALL APPLICABLE TOWN AND STATE LICENSES AND WITH ALL STATE AND LOCAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO: THE TOWN OF BROOKLINE'S OUTDOOR DINING REGULATIONS AND GUIDELINES, THE TOWN OF BROOKLINE'S PREPARED FOOD SALES REGULATIONS, THE TOWN OF BROOKLINE'S SALES OF ALCOHOLIC BEVERAGES REGULATIONS AND THE ABCC'S PATIO GUIDELINES, IF THERE WILL BE ALCOHOL SALES; THE TOWN'S NOISE BY-LAW; AND THE LAWS GOVERNING ACCESS BY PEOPLE WITH DISABILITIES.

The applicant may be fined or be subject to disciplinary action for any violations occurring on the premises. The applicant must obtain and maintain any and all other permits, licenses, authorizations, etc. applicable to the outdoor seating area.

1) **What type of outdoor dining configuration are you proposing?** (See outdoor seating configurations section of the Town of Brookline's Outdoor Dining Program Regulations and Guidelines effective April 1, 2022 for reference.)

- Façade Seating:** Outdoor seating located on the sidewalk immediately adjacent to a building
- Curbside Seating:** Outdoor seating located on the sidewalk along the curb
- On-Street Seating:** Outdoor seating located in parking spaces in front of a restaurant storefront.
- Combination Façade & Roadway Seating**
- Combination Curbside & Roadway Seating**
- Other Type of Outdoor Seating Area:** Outdoor seating located on public property that does not fall within any of the previously listed categories (i.e. special outdoor seating cases).

2) **Are the outdoor seating areas proposed in this application currently included in your Common**

### 3.T.

**Victuallers and/or liquor license? (NOTE: A liquor license must cover outdoor seating areas if alcohol is served there. This may require a State Alcoholic Beverages Control Commission (ABCC) Alteration of the Premises Application and both Town and State approvals if not already obtained. Contact the Licensing Clerk's office with questions about this requirement.)**

- Yes
- No

**Explanation:** Apply seasonally for the Webster Street Parking Lot outdoor seating that we use our current liquor license for alcohol service.

**3) Please check any of the outdoor seating elements proposed for your outdoor seating area [Selected elements should be clearly noted on your *Outdoor Seating Area Diagram*, as well.]:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Propane heater ( <i>Fire Department approval required</i> )                             | <input checked="" type="checkbox"/> Outdoor lighting elements (e.g. string lights)  |
| <input type="checkbox"/> Electric heater ( <i>May require electrical permit through the Building Department</i> )           | <input checked="" type="checkbox"/> Planters  |
| <input type="checkbox"/> Tent, canopy, or awning (Less than 120 sq.ft.)   | <input checked="" type="checkbox"/> Umbrellas   |
| <input type="checkbox"/> Tent, canopy, or awning (Greater than 120 sq.ft.) ( <i>Building Department approval required</i> ) | <input checked="" type="checkbox"/> Semi-permanent outdoor seating structure or protective barriers ( <i>DPW and possibly Building Department approval required</i> ) |
| <input type="checkbox"/> Other – Please specify:<br>_____   |   |

**4) Please provide a detailed description/narrative of your outdoor seating area. This description should directly reference and supplement any information included in your *Outdoor Seating Area Diagram* (submitted as a separate attachment). See Attached Plan**

A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5) Application Attachments Checklist:**

- **REQUIRED FOR ALL APPLICANTS:**
  - **Outdoor Seating Area Diagram** [*See Outdoor Seating Area Diagram Instructions posted on Outdoor Customer Areas page.*]
  - **License Agreement:** A legal document confirming the terms of the Revocable License Agreement between the Town of Brookline and the Outdoor Seating Licensee.

### 3.T.

- **Certificate of Liability Insurance:** Restaurants with outdoor seating on public property must provide certificate of liability insurance naming the Town of Brookline as an additionally insured party in the amount of \$500,000/\$1 million providing coverage during the license period.
- **Health and Sanitation Plan:** All applicants must submit a detailed trash management and pest control management plan for restaurant establishments and outdoor seating areas for Health Department review and approval.

▪ **REQUIRED AS APPLICABLE:**

- **Certificate of Liquor Liability Insurance:** For liquor license holders, a certificate of liquor liability insurance in the amount required by Mass. Gen. Laws Ch. 138, s. 12 and Section B(7) of the Town's Sales of Alcoholic Beverages Regulations listing the Town as an additional insured, demonstrating coverage of the extended outdoor premises during the license period.
- **Proof of consent by third parties:** Restaurants with proposed outdoor seating on the private property of third parties must submit proof of consent by the third party to for such use, such as a lease or other agreement.
- **Fire Department permit** for any proposed propane heating lamps.
- **Building Department permit** for any tents exceeding 120 sq. ft., on-street structures with roofs, etc.

The applicant absolves the Town and its officials, officers, employees, agents and representatives (collectively, the "Town") from all liability in connection with the applicant's Town-permitted and licensed outdoor dining and the applicant's exercise and use of it. To the greatest extent permitted by law, the applicant agrees to defend, indemnify and hold harmless the Town of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of and/or relating to outdoor dining, including, but not limited to, incidents involving the Town's negligence. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.

APPLICANT SIGNATURE: DANIEL KERRIGAN Digitally signed by DANIEL KERRIGAN  
Date: 2024.02.29 13:39:00 -05'00' TITLE: Owner

NAME (PRINT): Daniel Kerrigan 24-HOUR PHONE (CELL): 

EMAIL ADDRESS: 

# 3.T.

## Prairie Fire Webster Lot Outdoor Dining Proposal

**Space:** Outdoor dining in Brookline Webster Street Parking Lot

**Seating Capacity:** 10 tables totaling 80 seats

**Operating Hours:** 11am through 10pm Sunday through Saturday (7 days)

### **Location:**

We propose utilizing 5 parking spaces in the Webster Street Lot to create an outdoor dining and gathering space for the community. The lot has one handicap accessible space with a van/loading space. We are not requesting to utilize this space.

### **Points of Access and Egress:**

Our plans include entry/exit, accessed through the Harvard Street Pedestrian entrance to the parking lot which is PROWAG and MAAB compliant. Please see attached renderings for further detail.

### **Seating Area:**

Our seating area will utilize traditional "Beer Garden" style tables and benches. These are best described as rectangular picnic table style seating however the benches are free standing and easily removed for wheelchair access. These tables will also accommodate a wheelchair at each end of the table without removing either side bench.

### **Material/Design for walls & separation:**

We will install prefabricated wooden fencing to create a visual block from the refuse containers behind Prairie Fire and Shaking Crab. The fencing will be six feet in height to conform with the existing fencing around the far side of the lot.

### **Tables & Service Stations:**

All seating will be approximately 18" high and all dining tables will be approximately 30" high. We will utilize a wooden whiskey barrel at the entrance as a host stand. We will also scatter a few barrels around the open areas for guests to utilize as a standing waiting area while waiting for a table. We will apply for the use of propane heaters and install at the guidance of the fire department.

### **Concept:**

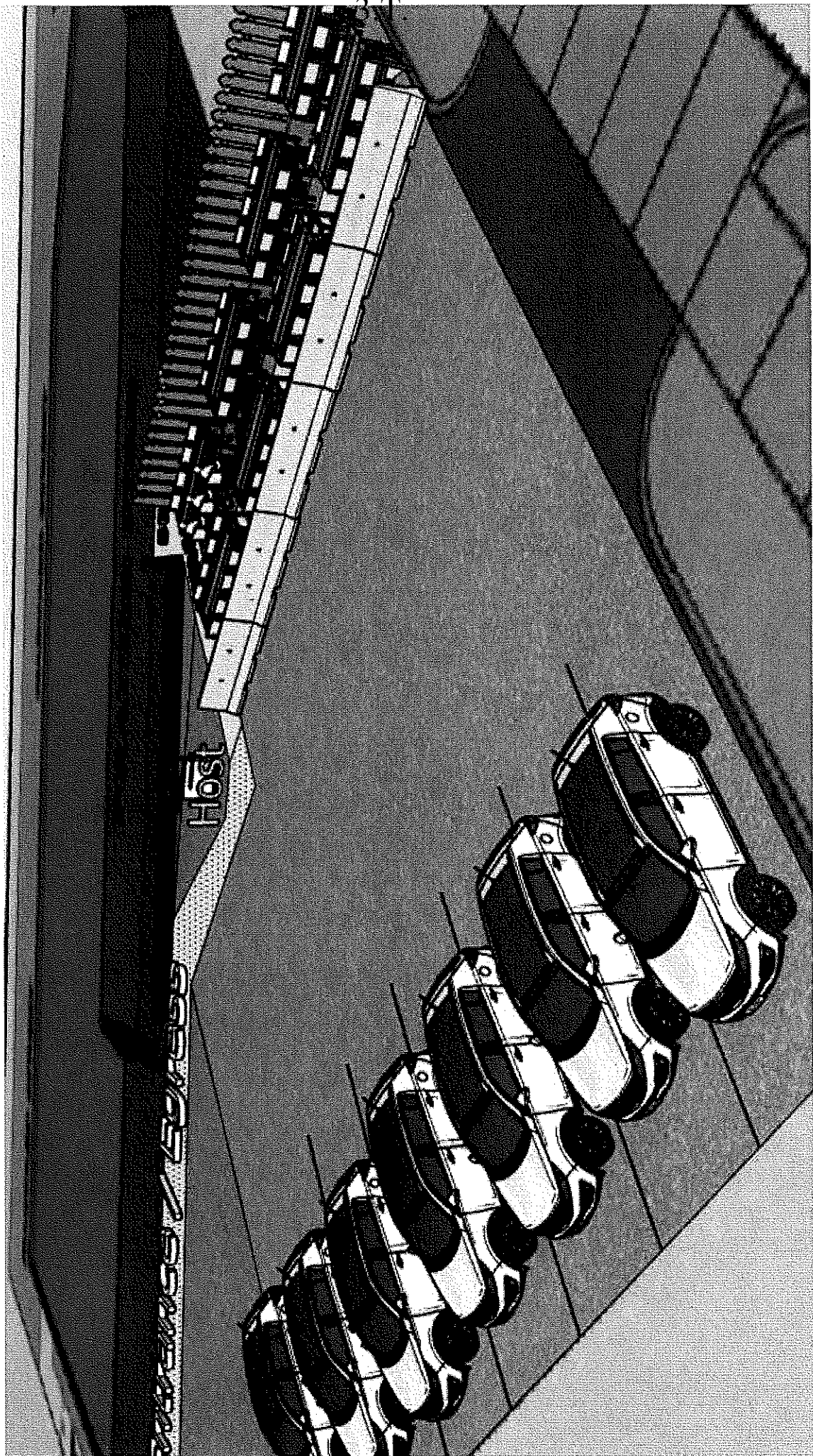
An outdoor patio space we will treat as an extension of Prairie Fire, with the same level of technique and flavors expressed in our food. It will be a full service outdoor dining experience, with a draft/bottle beer list and single serving wines as well as bottles for purchase. Our intention is to create an outdoor space that is aligned with Prairie Fire but as a more casual "pop up summer concept".

### 3.T.

**Maintenance, Health & Sanitation:**

Prairie Fire will contract with a local landscaping company to maintain the grass areas and tree debris surrounding the lot for the entire outdoor dining season. A Prairie Fire staff member will provide a full sweep of the lot at the beginning and end of each service period to avoid trash and food being left on the ground which would attract pests in the evening. We will utilize trash receptacles throughout the space with trash liners that will be disposed of in our restaurant dumpsters daily. Hand washing and cleanliness of the outdoor dining area will be accomplished by using the hand wash sinks in the kitchen as well as cleaning materials which are directly accessible from Webster Street lot into the Prairie Fire kitchen.





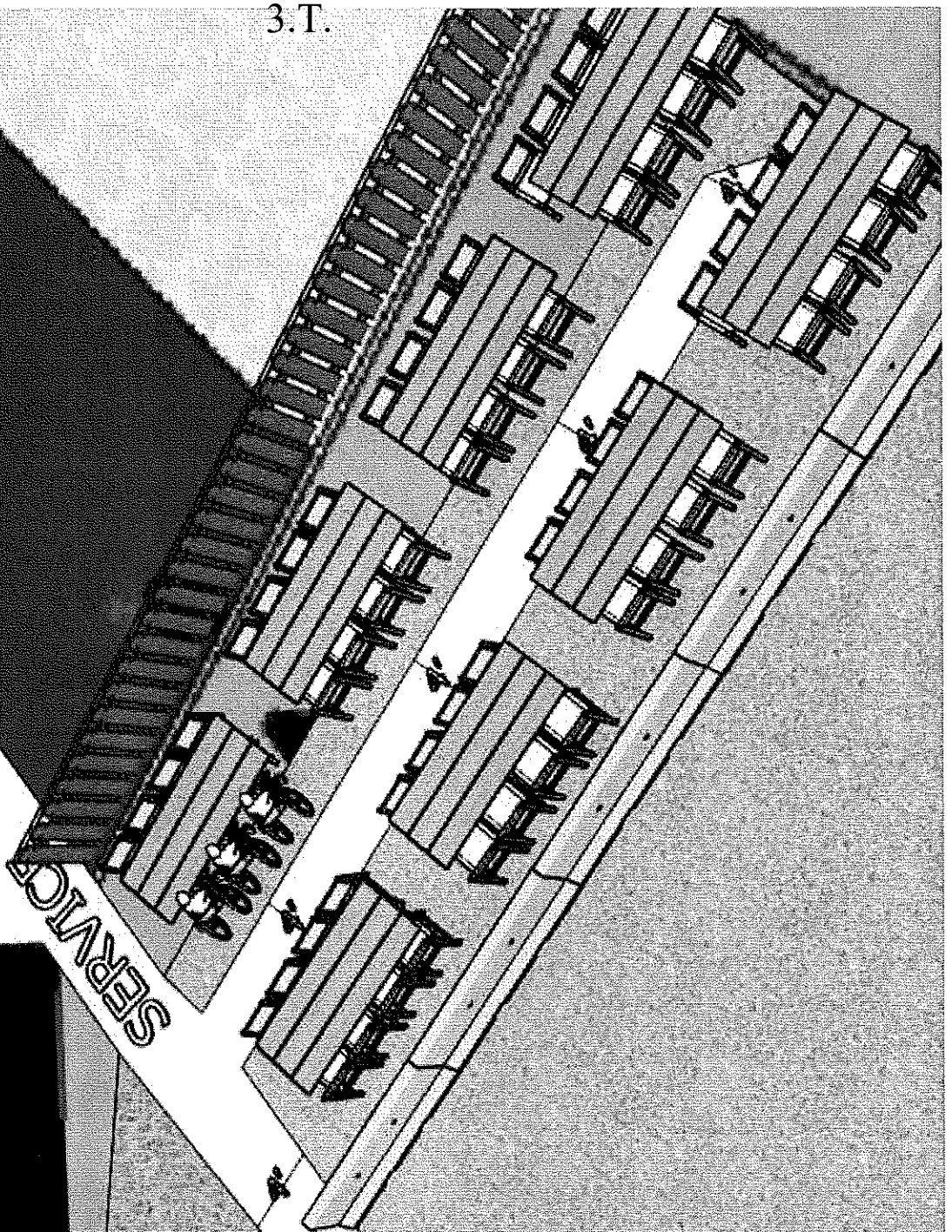
PRAIRIE FIRE

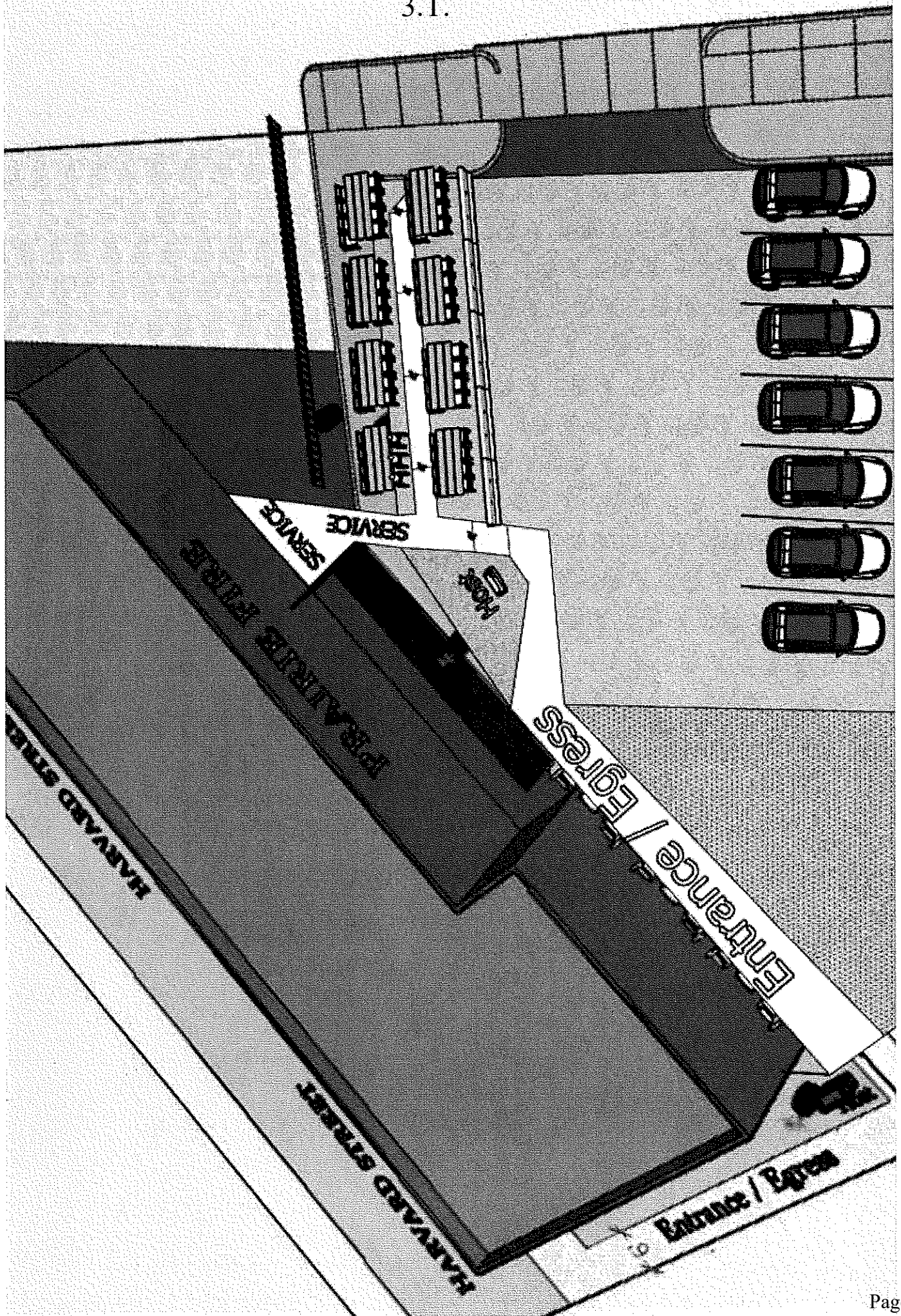
SERVICE

SERVICE

Host

S







OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**COMMON VICTUALLER OUTDOOR SEATING LICENSE APPLICATION**  
(For seating effective April 1, 2022)

DATE: 03/20/2024

ADDRESS OF LICENSED PREMISES: 1366 beacon st, brookline ma 02446

APPLICANT: Brookline Dining Group LLC  
INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Hamilton

TYPE OF LIQUOR LICENSE:  All Kinds  Beer and Wine  None

**LIQUOR LICENSEES: PLEASE ATTACH PROOF THAT THE LICENSEE'S LIQUOR LIABILITY INSURANCE POLICY REQUIRED BY MASSACHUSETTS GENERAL LAWS c. 138, s. 12 AND SECTION B(6) OF THE TOWN'S LIQUOR REGULATIONS COVERS THE PROPOSED OUTDOOR SEATING AREA, AND THAT THE TOWN IS LISTED AS AN ADDITIONAL INSURED.**

ARE YOU SEEKING AN ENTERTAINMENT LICENSE FOR THE OUTDOOR SEATING AREA?  
 NO  YES sound system TYPE OF ENTERTAINMENT

TYPE OF COMMON VICTUALLER OUTDOOR SEATING LICENSE:  
 Annual  Seasonal (April 1 – November 15)

(Note: Restaurants seeking an annual Outdoor Seating License must comply with applicable plumbing code pertaining to the number of outdoor seats. Please contact the Building Department with questions.)

DAYS AND HOURS OF OUTDOOR TABLE SERVICE:

### 3.T.

DAYS: mon to sun HOURS: 11am to 10pm

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

NUMBER OF OUTDOOR TABLES AND SEATS: 32 tables & 156 seats

NUMBER OF INDOOR SEATS DURING MONTHS OF OUTDOOR SERVICE: 150

LOCATION OF OUTDOOR TABLES AND SEATS: \_\_\_\_\_

front & back patio

PROPOSED OUTDOOR SEATING MUST COMPLY WITH CONDITIONS OF ALL APPLICABLE TOWN AND STATE LICENSES AND WITH ALL STATE AND LOCAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO: THE TOWN OF BROOKLINE'S OUTDOOR DINING REGULATIONS AND GUIDELINES, THE TOWN OF BROOKLINE'S PREPARED FOOD SALES REGULATIONS, THE TOWN OF BROOKLINE'S SALES OF ALCOHOLIC BEVERAGES REGULATIONS AND THE ABCC'S PATIO GUIDELINES, IF THERE WILL BE ALCOHOL SALES; THE TOWN'S NOISE BY-LAW; AND THE LAWS GOVERNING ACCESS BY PEOPLE WITH DISABILITIES.

The applicant may be fined or be subject to disciplinary action for any violations occurring on the premises. The applicant must obtain and maintain any and all other permits, licenses, authorizations, etc. applicable to the outdoor seating area.

1) **What type of outdoor dining configuration are you proposing?** (See outdoor seating configurations section of the Town of Brookline's Outdoor Dining Program Regulations and Guidelines effective April 1, 2022 for reference.)

- Façade Seating:** Outdoor seating located on the sidewalk immediately adjacent to a building
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- Combination Façade & Roadway Seating**
- Combination Curbside & Roadway Seating**
- Other Type of Outdoor Seating Area:** Outdoor seating located on public property that does not fall within any of the previously listed categories (i.e. special outdoor seating cases).

2) **Are the outdoor seating areas proposed in this application currently included in your Common**

Page 2 of 4

Outdoor Dining Program License Application

Town of Brookline, MA

### 3.T.

**Victuallers and/or liquor license? (NOTE: A liquor license must cover outdoor seating areas if alcohol is served there. This may require a State Alcoholic Beverages Control Commission (ABCC) Alteration of the Premises Application and both Town and State approvals if not already obtained. Contact the Licensing Clerk's office with questions about this requirement.)**

Yes

No

Explanation: \_\_\_\_\_

**3) Please check any of the outdoor seating elements proposed for your outdoor seating area [Selected elements should be clearly noted on your Outdoor Seating Area Diagram, as well.]:**

Propane heater (*Fire Department approval required*)

Outdoor lighting elements (e.g. string lights)

Electric heater (*May require electrical permit through the Building Department*)

Planters

Tent, canopy, or awning (Less than 120 sq.ft.)

Umbrellas

Tent, canopy, or awning (Greater than 120 sq.ft.) (*Building Department approval required*)

Semi-permanent outdoor seating structure or protective barriers (*DPW and possibly Building Department approval required*)

Other – Please specify:  
\_\_\_\_\_

**4) Please provide a detailed description/narrative of your outdoor seating area. This description should directly reference and supplement any information included in your Outdoor Seating Area Diagram (submitted as a separate attachment).**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5) Application Attachments Checklist:**

▪ **REQUIRED FOR ALL APPLICANTS:**

- **Outdoor Seating Area Diagram** [*See Outdoor Seating Area Diagram Instructions posted on Outdoor Customer Areas page.*]
- **License Agreement:** A legal document confirming the terms of the Revocable License Agreement between the Town of Brookline and the Outdoor Seating Licensee.

### 3.T.

- **Certificate of Liability Insurance:** Restaurants with outdoor seating on public property must provide certificate of liability insurance naming the Town of Brookline as an additionally insured party in the amount of \$500,000/\$1 million providing coverage during the license period.
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- **REQUIRED AS APPLICABLE:**
  - **Certificate of Liquor Liability Insurance:** For liquor license holders, a certificate of liquor liability insurance in the amount required by Mass. Gen. Laws Ch. 138, s. 12 and Section B(7) of the Town's Sales of Alcoholic Beverages Regulations listing the Town as an additional insured, demonstrating coverage of the extended outdoor premises during the license period.
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  - **Fire Department permit** for any proposed propane heating lamps.
  - **Building Department permit** for any tents exceeding 120 sq. ft., on-street structures with roofs, etc.

The applicant absolves the Town and its officials, officers, employees, agents and representatives (collectively, the "Town") from all liability in connection with the applicant's Town-permitted and licensed outdoor dining and the applicant's exercise and use of it. To the greatest extent permitted by law, the applicant agrees to defend, indemnify and hold harmless the Town of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of and/or relating to outdoor dining, including, but not limited to, incidents involving the Town's negligence. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.

APPLICANT SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

owner

NAME (PRINT): \_\_\_\_\_

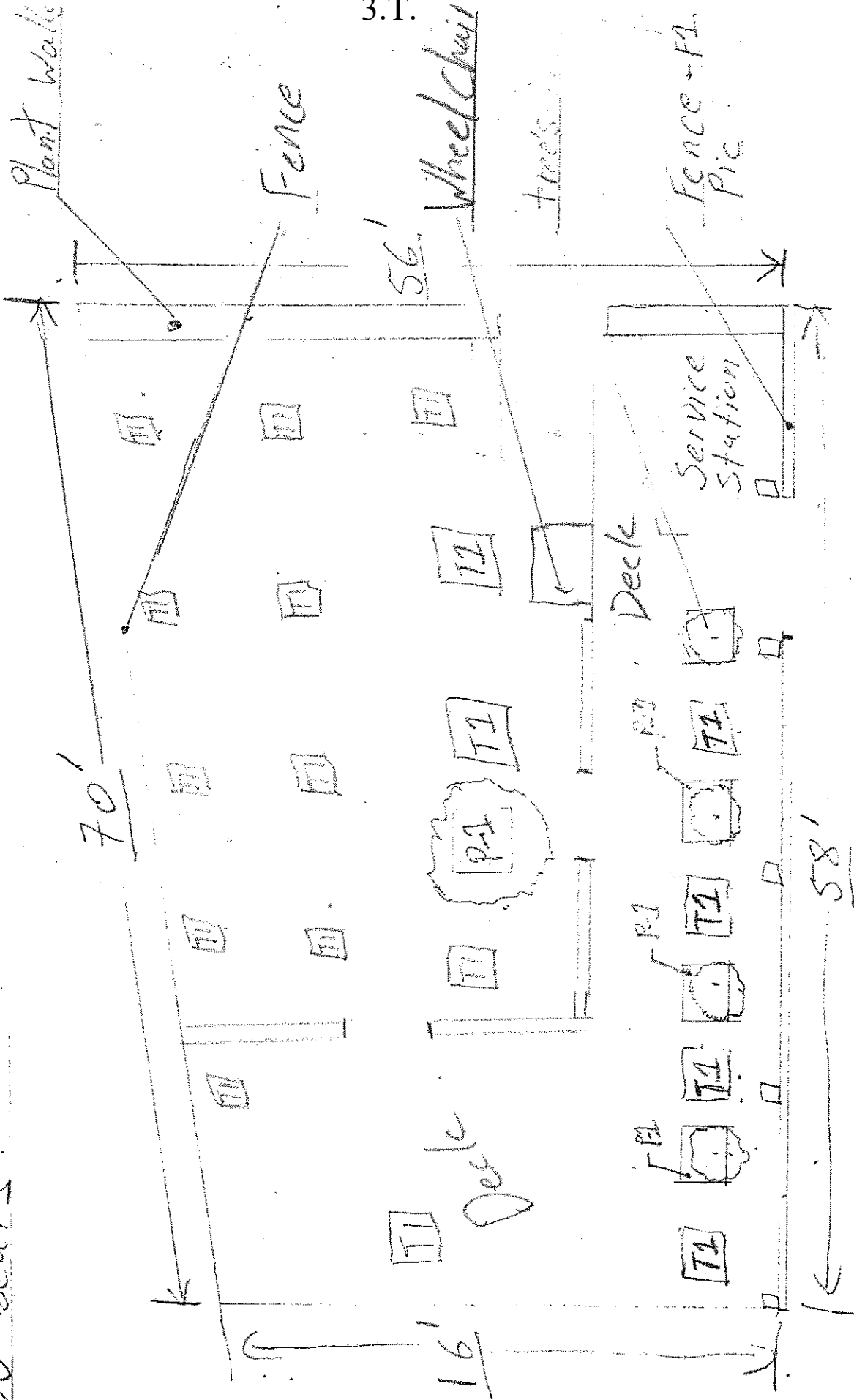
Greg Johnston

24-HOUR PHONE (CELL) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

18 Tables

100 Seats



3.T.

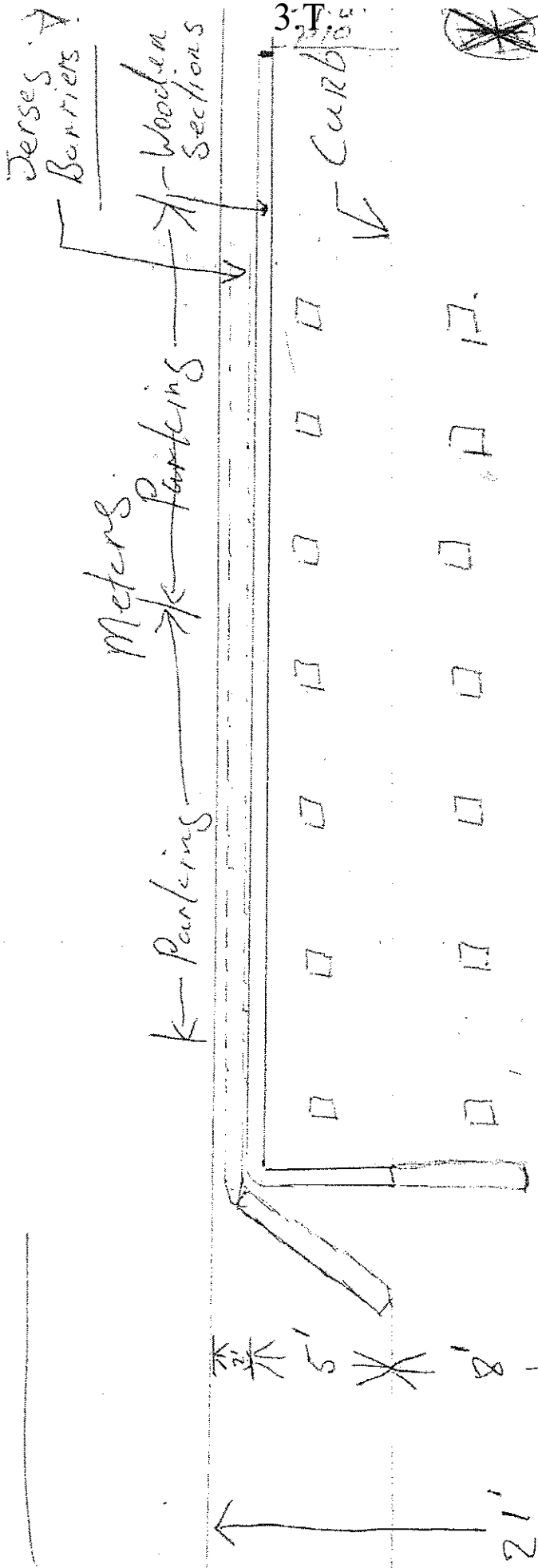
Hamilton Buck Count ward



Seacon St.

14 tables

56 seats



Side Walk

Front

## **One Day Temporary Alcohol license**

Applicant: John Heavey  
DBA: Brookline High School  
Location: 115 Greenough St

### **Application Details:**

A Temporary Wine and Malt Beverages, Non-Sales License, for John Heavey (Brookline High School Hall of Fame) to be held on Saturday, April 27, 2024 for Banquet 1:00PM – 4:00PM at Brookline High School.

### **Report:**

Police Department (Approved)

### 3.V.

#### OFFICE OF THE SELECT BOARD

#### MEMORANDUM

TO: Jennifer Paster, Acting Chief of Police  
FROM: Charles Carey, Town Administrator  
RE: Temporary - One Day Alcohol License  
DATE: March 14, 2023

---

May we please have a report on the attached request for:

A Temporary **Wine and Malt** Beverages, Non-Sales License, for John Heavey (Brookline High School Hall of Fame) to be held on Saturday, April 27, 2024 for Banquet 1:00PM – 4:00PM at Brookline High School.

This application will go before the Board on **April 19, 2023**. May we please have the report **April 12, 2023**.

Thank you.



**BROOKLINE POLICE DEPARTMENT**

*Brookline, Massachusetts*

JENNIFER PASTER  
CHIEF OF POLICE

To: Chief Jennifer Paster

From: Lieutenant Derek Hayes

Re: BHS Hall of Fame Banquet – Wine and Malt license for 04/27/24

Date: April 12<sup>th</sup> 2024

---

Chief,

John Heavey has applied for a Temporary Section 14 One Day Wine and Malt Beverages License for the Brookline High School Hall of Fame Banquet to be held on Saturday, April 27<sup>th</sup>, 2024 from 1pm to 4pm. The banquet will be held at BHS.

John Heavey will be the responsible manager on site for this event and will ensure compliance with all applicable Federal, State and local laws, regulations, ordinances, and any conditions on the permit as well as previously discussed conditions.

This event is open to the public and there will be an admission charge for this event. The organizers are expecting no more than one hundred forty (140) guests to attend. All alcoholic beverages at this event will be served by TiPS certified staff. A TIPS certification, Crowd Manager's certification and a copy of their Certificate of Liability specifically listing the Town of Brookline as a named insured has been submitted.

I see no reason to oppose this license request.

Respectfully Submitted,

Lieutenant Derek Hayes





OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR A TEMPORARY  
ALCOHOLIC BEVERAGES LICENSE**

ON TOWN PROPERTY Yes  No

WINE & MALT  ALL ALCOHOL (non profit only)

Date: 2/26/24

I hereby make application for a TEMPORARY ALCOHOLIC BEVERAGES LICENSE for the purpose of selling and dispensing alcoholic beverages permitted by law at a

Banquet  
(state weather meeting, banquet, concert, picnic, wedding, etc.)

which is to be held by Brookline High School Athletic Hall of Fame  
(Name of Organization)

25 Holmes St Needham Ma 02492  
(Address of Organization)

a \_\_\_\_\_ organization, on the 27th day of April 2024

between the hours of 1:00 - 4:00 at the following described place:

[NOTE: Under state law, temporary licensees may not sell alcoholic beverages between the hours of 2:00AM and 8:00AM]

State law permits issuance of a temporary license to sell alcohol only to the responsible manager of an organization.

3.V.

The above organization represents and warrants that the following individual is the organization's responsible manager:

Name: John Heavey Address: [Redacted]

Title: Chairman HoF Date of Birth: [Redacted]

Telephone number(s) (24-hour contact information): [Redacted]

Email address (es): [Redacted]

Complete name and address of officer of the organization applying:

Name: Tom Dougherty Title: Vice Chair Address: [Redacted]

Name: John Klalstein Title: Vice Chair Address: [Redacted]

Name: Michael O'Leary Title: Vice Chair Address: [Redacted]

1) How many cases or barrels, etc. of alcohol beverages are to be available for sale?

3 cases of beer 2 cases wine

2) What is the maximum number of people to attend? 140

3) What is the age group of people to attend? 21+

4) Are you charging an admission fee?  Yes  No

5) Are you charging for alcoholic beverages?  Yes  No

6) Is the event open to the public?  Yes  No

7) Are tickets to the event available for purchase?  Yes  No

8) Will the event feature a bar?  Yes  No

If yes to the above, please attach the Massachusetts Department of Fire Services' Crowd Manager Regulations and Training Program Certificate to application. This on-line training may be found at: <https://www.mass.gov/crowd-manager-regulations-and-training-program>

9) How will alcoholic beverages be dispensed or served and by whom? Please state the name, addresses and telephone numbers of all person(s) serving alcoholic beverages.

James Hopkins Framingham Ma

10) State whether or not the person(s) dispensing or serving alcohol received TIPs certification or equivalent safe-service-of-alcohol training, and the date(s) of any such certification or training. (PLEASE ATTACH DOCUMENTATION PERTAINING SO SUCH CERTIFICATION OR TRAINING):

John Heavey Tips Safe/serve

3.V.

11) If any attending are under the age of 21, what method will be used to check I.D.s and what procedures will be followed to make certain that those under the age of 21 are not served and are not allowed to consume alcoholic beverages? \_\_\_\_\_

No attendees under 21

12) Will a police detail or other types of security be provided?  Yes  No

If "yes" what type and how many? 1

Note: Police details are arranged for by contacting the Brookline Police Department.

13) If different from the responsible manger identified above, please state the name, address age, and 24-hour contact information of the official employee or representative of the organization who will be physically present at the event and who has been duly authorized by the organization to be responsible for supervising the event to ensure compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and maintenance of order and decorum:

John Heavey \_\_\_\_\_  
(Name) (Address) (Date of Birth)

Telephone number(s) (24-hour contact information): \_\_\_\_\_

Email Address(es): \_\_\_\_\_

14) Does the organization have a pending application for a license as a common victualler, innholder or club? Is the premises for which a temporary license is sought already the subject of a liquor license?  Yes  No

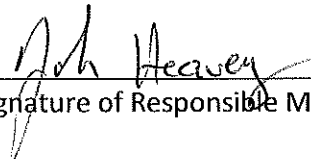
If the answer is yes to either question, please detail: \_\_\_\_\_

15) Please describe the portion(s) of the premises where the sale, storage and/or furnishing of alcohol will take place, including a specification and description of all indoor and outdoor portions of the premises (e.g., in the case of a function, table areas, bars, dance floors, tented area, etc.): Kitchen

### 3.V.

**Town Property Use:** In the event that the applicant seeks to use a Town Property in connection with the event that is the subject of this application, this application must be accompanied by proof that the application has secured and that there is in effect during the period of time for which the license is sought, a general liability policy naming the Town as an additional insured, or, if the general liability policy exempts alcohol-related incidents or occurrences, a liquor liability policy naming the Town as an additional insured. By signing this application, the organization and its officers, employees, agents and representatives absolve the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's proposed use. By signing this application, the organization agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the use, and agrees to indemnify the Town for any expenses the Town incurs in restoring the property to its condition prior to the use in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

**Certification:** I certify that I, as the responsible manager of the organization, have been duly authorized to apply for this license on behalf of the organization, and that I will be responsible for the organization's compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and for the maintenance of order and decorum at the event.

  
\_\_\_\_\_  
Signature of Responsible Manager





### 3.V.

Is alcohol present at the event?  Yes  No

Who is serving alcoholic beverages? The insured. Servers have formal alcohol awareness training, no BYO permitted, and no persons under 21 will be served.

---

Does the Applicant have a liquor license/permit in their name?  Yes  No

Limits of Liability Selected:  \$1 million/\$3 million  \$2 million/\$4 million

Are celebrities attending the event?  Yes  No

Do you need to add an Inclement Weather Date?  Yes  No

Do you need to add an Inclement Weather Date for the additional events?  Yes  No

Would you like to remove terrorism coverage?  Yes  No

Do you need to list any entities as Additional Insured?  Yes  No

Has the applicant had any claims filed against it regarding this event or related Special Events in the last four (4) years?  Yes  No

If yes, please provide details:

---

Are you aware of any circumstances surrounding this event which could reasonably lead to a claim or lawsuit?  Yes  No

If yes, please provide details:

---

Additional supporting information:

---

#### **POLICY TERMS AND CONDITIONS**

##### **LIMITS OF INSURANCE**

\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

##### **LIMITATION OF COVERAGE TO:**

Event Start Date: 04/27/2024

### 3.V.

**Event End Date:** 04/28/2024

**Event Type:** Receptions

**Designated Premises:** 22 TAPPAN ST, BROOKLINE, MA 02446

**POLICY EXCLUSIONS:**

Athletic or Sports Participants.

Abuse or Molestation.

Assault or Battery.

Fungi or Bacteria.

Lead.

Asbestos.

Employment-Related Practices.

Performers.

Pyrotechnicians/Fireworks.

Miscellaneous Activities and Devices.

Inverted Aerial Maneuver, Bungee, Trampoline, Grass Skiing, Animals, Object Propelled, Rodeo, Performer

Amusement Device: Arising out of the ownership, operation, maintenance, supervision, or use of any amusement device. For purposes of this exclusion, amusement device means any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment. Amusement device also includes any vertical device or equipment used for climbing – either permanently affixed or temporarily erected.

Communicable disease exclusion.

Communicable disease exclusion

**X I agree to the above terms and conditions.**

**FRAUD STATEMENT AND SIGNATURE SECTIONS**

The Undersigned states that he/she is an authorized representative of the Applicant and declares to the best of his/her knowledge and belief and after reasonable inquiry, that the statements set forth in this Application (and any attachments submitted with this Application) are true and complete and may be relied upon by Company \* in quoting and issuing the policy. If any of the information in this Application changes prior to the effective date of the policy, the Applicant will notify the Company of such changes and the Company may modify or withdraw the quote or binder.

The signing of this Application does not bind the Company to offer, or the Applicant to purchase the policy.

\*Company refers collectively to Philadelphia Indemnity Insurance Company and Toklo Marine Specialty Insurance Company

**FRAUD NOTICE STATEMENTS**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES). (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION).  
**(NOT APPLICABLE IN AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, RI, TN, VA, VT, WA AND WV).**

**APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI AND WV:** ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES OR CONFINEMENT IN PRISON.

**APPLICABLE IN COLORADO:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**APPLICABLE IN FLORIDA AND OKLAHOMA:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY (IN FL, A PERSON IS GUILTY OF A FELONY OF THE THIRD DEGREE).

**APPLICABLE IN KANSAS:** ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO: OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

**APPLICABLE IN MAINE, TENNESSEE, VIRGINIA AND WASHINGTON:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**APPLICABLE IN NEW YORK:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATE VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NAME (PLEASE PRINT/TYPE)

TITLE  
 (MUST BE SIGNED BY THE PRESIDENT, CHAIRMEN, CEO OR EXECUTIVE DIRECTOR)

SIGNATURE

DATE

**SECTION TO BE COMPLETED BY THE PRODUCER/BROKER/AGENT**

PRODUCER

AGENCY  
 CPH & Associates - Events Program

PRODUCER CONTACT INFORMATION  
 3129879823

REGION  
 North Central

ADDRESS (STREET, CITY, STATE, ZIP)  
 711 S. Dearborn St, Ste. 205, Chicago, IL 60605





**PHILADELPHIA**  
INSURANCE COMPANIES

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004

## SPECIAL EVENT – LIQUOR LIABILITY SUPPLEMENTAL APPLICATION

Applicant Name: Brookline High School Athletic Hall of Fame, Jack Heavey

1. Name of Event: Brookline High School Athletic Hall of Fame,  
 Date(s) of Events: April 27, 2024 Event Hours: 1:00 - 4:00  
 Description of Event: Hall of Fame Banquet  
 Number of Participants: 125 - 150 Revenue Generated: \$100  
 Liquor Revenue Generated: \$100

2. Is the liquor license in your name?  Yes  No  
 If yes, is it an annual license?  Yes  No
3. Have you ever been assessed a fine or violation of a law concerning the sale, serving or providing of alcohol? If yes, please explain:  Yes  No

4. Have you had any occurrences that have arisen out of the sale, serving or providing of any alcoholic beverage? If yes, please explain:  Yes  No

5. Has the Applicant's liquor liability insurance been canceled or non-renewed in the last three (3) years? If yes, please explain:  Yes  No

6. Are the Applicant's employees or volunteers serving liquor?  Yes  No  
 If no, who is serving? \_\_\_\_\_  
 Did the Applicant secure a certificate of insurance from the contracting party?  Yes  No

7. Are servers, bartenders and parking valets required to participate in alcohol awareness programs?  Yes  No

8. Is there a designated driver program or escort service provided for those unable to drive?  Yes  No

9. Is there a limit placed on the quantity of alcoholic beverages purchased at one time?  Yes  No

~~If yes, please explain:~~  
One beer or glass of wine per person.



**Fraud Notice**

**NOTICE TO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**NOTICE TO KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME.

**NOTICE TO MINNESOTA AND OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO NEBRASKA AND OKLAHOMA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO MAINE AND VIRGINIA APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION, OR (2) BY FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT, MAY BE VIOLATING STATE LAW.

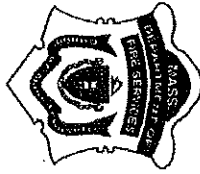
**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

**NOTICE TO NEW MEXICO APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

**NOTICE TO TENNESSEE APPLICANTS:** "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

Insured Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_



*Commonwealth of Massachusetts*

*Executive Office of Public Safety and Security*

*Department of Fire Services*

*Office of the State Fire Marshal*

**Certificate of Completion**

*This certifies that*

**John Heavey**

**Successfully completed the Crowd Manager Training Program**

*In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager*

Date issued: March 11, 2023

Expires: March 11, 2026

Certificate #: 1877135100JM

**Peter Ostroskey**

**State Fire Marshal**





ST-2

MASSACHUSETTS DEPARTMENT OF REVENUE  
 CERTIFICATE OF EXEMPTION



Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 64H, Sections 61D and 61E. All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Withdrawal of this Certificate of Exemption is subject to criminal sanctions of up to 1 year in prison and \$10,000 (\$50,000 for corporations) in fines. (See reverse side).

TOWN OF BROOKLINE  
 333 WASHINGTON STREET  
 BROOKLINE MA 02146

NOT ASSIGNABLE OR TRANSFERABLE

ISSUE DATE  
 01/04/89  
 CERTIFICATE EXPIRES ON  
 NONE

COMMISSIONER OF REVENUE  
 STEPHEN W. KIDDER



# Form ST-5 Sales Tax Exempt Purchaser Certificate

Rev. 5/08  
Massachusetts  
Department of  
Revenue

### Part 1. Exempt taxpayer information.

To be completed by exempt government or 501(c)(3) organization.

Name  
**TOWN OF BROOKLINE**

Address  
**333 WASHINGTON STREET**

City  
**BROOKLINE** State  
**MA** Zip  
**02445**

Exemption number  
[REDACTED]

Issue date  
**01/04/1989** Date of expiration of certificate  
**N/A**

Certification is hereby made that the organization named above is an exempt purchaser under Massachusetts General Laws, Chapter 64H, sections 6(d) or 6(e). All purchases of tangible personal property or services by this organization are exempt from taxation under said chapter to the extent that such property or services are used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation.

Signature  
*David Seal* Title  
**CHIEF PROCUREMENT OFFICER** Date

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

### Part 2. Agent information.

To be completed by agent of exempt government or 501(c)(3) organization.

~~Name of agent's organization~~

~~Address~~

~~City~~ State Zip

~~Agent's name~~

~~Address~~

~~City~~ State Zip

I certify that in making this purchase, I am acting as an agent for the exempt organization named above (select one):

Government organization (local public school, city/town government, state agency, etc.).  
Attach Form ST-2, if available. If Form ST-2 is not available, enter exemption number, if known: \_\_\_\_\_

501(c)(3) organization (parochial school, Scout troop, etc.). Form ST-2 must be attached.

~~Signature~~ Title Date

### Part 3. Vendor information

Vendor's name

- Check applicable box:
- Single purchase certificate (attach detailed receipts or complete Part 4, on reverse)
  - Blanket certificate

# CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: JOHN HEAVEY

Date of Completion: March 24, 2018

Date of Expiration: March 24, 2023

*The above-named person is hereby issued this certificate for completing an allergen awareness training program recognized by the Massachusetts Department of Public Health in accordance with 105 CMR 590.009 (G)(3)(a). This certificate will be valid for five (5) years from date of completion.*

Issued By:

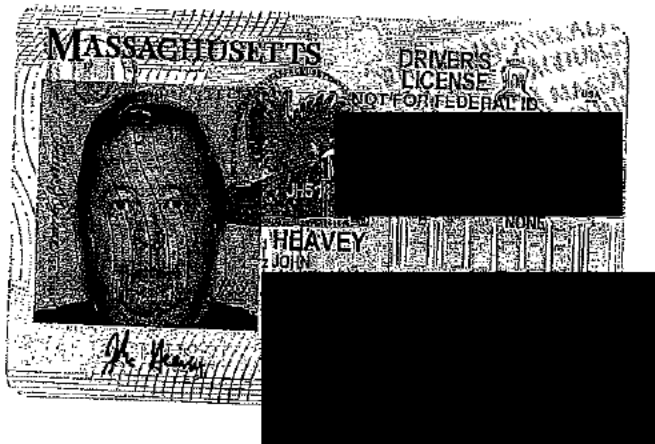


Berkshire  
**AHEC**

Area Health Education Center  
Pittsfield, Massachusetts

[www.mahcedallergytraining.org](http://www.mahcedallergytraining.org)

3.V.





A 360TRAINING COMPANY

### CERTIFICATE OF COMPLETION

This certifies that

**John Heavey**

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**

Hours  
3.00

Completion Date  
04/04/2024

Expiration Date  
04/04/2027

Certificate #  
ON-000033221808

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



**CERTIFIED**

Issued: 04/04/2024  
Certificate #: ON-000033221808

Expires: 04/04/2027

John Heavey  
25 Holmes St  
Needham MA 02492



A 360TRAINING COMPANY

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

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

Signature \_\_\_\_\_



REAL DEAL

**ServSafe**  
National Restaurant Association

# ServSafe® CERTIFICATION

**JACK HEAVEY**

For successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI) Conference for Food Protection (CFP),

15189615

EXAM NUMBER

5267

EXAM FORM NUMBER

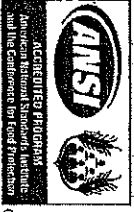
5/31/2017

DATE OF EXAMINATION

5/31/2022

DATE OF EXPIRATION

Local laws apply. Check with your local health agency for recertification requirements.



#0855

In accordance with Maritime Labour Convention  
©2015 National Restaurant Association  
National Restaurant Association

Sharon

Local laws apply. Check with your local health agency for recertification requirements.



Contact us with questions at 175 W. Jackson Blvd., Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org.

3.V.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/04/2024

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 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).

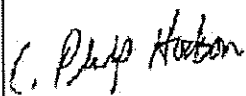
<b>PRODUCER:</b> CPH Insurance 711 S Dearborn St, Ste 205 Chicago, IL 60605	<b>CONTACT NAME:</b> C. Philip Hodson		
	<b>PHONE</b> (A/C, No, Ext): 312-987-9823	<b>FAX</b> (A/C, No, Ext): 312-987-0902	
<b>E-MAIL</b> ADDRESS: info@cphins.com			
<b>INSURED:</b> Jack Heavey 25 Holmes St Needham, MA 02492	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company		18058
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER**                      **REVISION NUMBER**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTD	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X		EV132826	04/27/2024	04/28/2024	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$0
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
	<b>AUTOMOBILE LIABILITY:</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$ BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDER? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				We Statu- Policy Limits <input type="checkbox"/> <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Event: Receptions    Effective Date: 04/27/2024    End Date: 04/28/2024    Venue Location: BROOKLINE HIGH SCHOOL, 22 TAPPAN ST, BROOKLINE, 02446

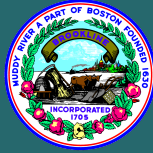
Certificate Holder is also added as Additional Insured.

<b>CERTIFICATE HOLDER</b> Town of Brookline 333 Washington St Brookline, MA 02445	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.   AUTHORIZED REPRESENTATIVE  C. Philip Hodson
--	--



## Town of Brookline FY25 Program Budget

### Public Facilities | Public Works



#### Program Description

The Public Works Department provides services and programs that protect the safety and welfare of the public, balance community goals for livability, inclusivity, and economic vitality, and fulfill local, state, and federal mandates. Department services are delivered in a manner that is professional, environmentally and fiscally responsible, and convenient and understandable to the public.

The Department of Public Works is responsible for the planning, design, construction, operation, maintenance, and management of streets, sidewalks, bicycle, and multi-modal pathways, parklands, open space, public grounds, cemeteries, water distribution systems, sewer collection systems, stormwater utility, street lights, and signalization. The Department is also responsible for the collection and disposal of solid waste, and recycling, urban forestry, environmental regulatory compliance, emergency response, snow and ice management, and fleet maintenance services to Town departments.

The Public Works Department consists of the following sub-programs:

**Central Administration** - The primary goal of the Central Administration function is to provide continuous coordination and effective leadership of all Divisions to ensure that constituent services, operations, regulatory compliance, and employee support are carried out professionally and efficiently. The specific functions include budget preparation and internal expenditure control; clerical and accounting activities for the processing of payrolls, purchases, billings, utility invoices; long-range planning; compliance with all federal, state, and local laws and regulations; and interacting with all boards, commissions, and departments as well as with municipal, utility, and regional authorities.

**Engineering/Transportation** - The responsibilities of the Engineering and Transportation Division are centered on providing design, engineering, planning, technical, regulatory, and construction support and management for the Department, in addition to providing planning, permitting, multi-agency coordination, and management of programs related to transportation and mobility on the public way. These responsibilities include the preparation of plans, specifications, and bidding documents for various construction projects involving public ways, utilities, parks, open space, playgrounds, school grounds, cemeteries, and public grounds; preparation of estimates and drawings; contract administration and construction inspections; review of all street opening requests by public utilities; supervision of the maintenance of the Town's traffic signal and street lighting systems; and the review and approval of plot plans for new construction. The Division is the lead for MADOT-funded and supported projects for the Town.

Included in these responsibilities is serving as principal staff for the six-member Transportation Board, which has the authority to make rules and regulations relative to pedestrian, vehicle, bicycle, and micro-mobility movement within the Town. The Division prepares regulations, safety studies, complete streets plans, safety improvement plans, and analyzes proposals for Transportation Board approval.

Additionally, the Division provides staff support to the Bicycle Advisory Committee, Shared Mobility Advisory Committee, Pedestrian Advisory Committee, and the Safe Routes to School Town-wide Task Force and technical support to the Select Board, Zoning Board of Appeals, Planning Board, and other Town Departments. The Division also oversees curb management for the Town including managing the on-street parking meter system, public lots, twenty permit parking programs, and oversees the outdoor dining, taxi cab industry, valet licenses, livery licenses, jitney licenses, bike share, car share, and publically accessible electric vehicle charging programs. Finally, staff acts as the liaison and coordinates activities with regional and state organizations including MADOT, the MBTA, MBTA Advisory Board, Boston Region MPO, Metropolitan Area Planning Council, and the Regional Transportation Advisory Committee of the Boston MPO.

**Highway** - The Division maintains a highly visible service to the community, with the goal being to maintain the physical safety, utility and appearance of all public ways.

**Roadway Maintenance** - The Road Maintenance Element is responsible for street, sidewalk, and trench repairs, asphalt overlays, granite curbing, and the replacement of Town-owned fences and walls. The School Department also receives maintenance through this element with work accomplished on walkways, school parking areas, and drainage problems.

**Street Cleaning** - The Street Cleaning Element keeps all public ways machine-swept and free of litter. To accomplish this year-round task, 125 solar powered compacting trash receptacles in the commercial areas must be emptied daily. Main streets in the commercial areas are swept three times per week. Residential streets are swept approximately every nine to fourteen days, and leaves, grass, and common litter are removed daily.

**Snow and Ice Control** - The Winter Snow and Ice Control Element plows and treats approximately 100 miles of street (250 lane miles), 47 miles of public sidewalks and adjacent curb ramps, dedicated bike lanes, 9.5 miles of private ways, 20 walking paths/stairs (1.2 miles), 11 elementary schools, one high school campus, 3 libraries, 11 town buildings, 15 public parking lots, 33 public parks, and hand clears, and sands handicap-accessible ramps in business and commuter areas. Public ways near churches, temples, bus stops, elderly housing, schools, and residences of paraplegics are given precedence to ensure public safety. The sidewalks are plowed to provide access to the elderly and children along school routes. The sidewalks were selected by a 1978 Snow Committee and were confirmed by a 1983 Moderator's Snow Committee.

**Traffic Control/Street Lighting** - The Traffic Control and Lighting Element places, repairs, and manufactures street and traffic signs, inspects street lights and traffic signals, maintains parking meters, and letters and paints pavement, crosswalks, and center lines. The street lighting portion of this element funds the operation, maintenance, and energy costs of all street lights and traffic signals in the Town. This Unit is also responsible for the maintenance of the Town's Emergency Notification System (public safety call boxes/alarms).

**Motor Equipment Maintenance** - Utilizing a centralized approach to maintain productivity and efficiency, the Motor Equipment Maintenance Element maintains and repairs the Town's entire fleet, except for Fire Department Vehicles. Repair and maintenance records are kept to establish and monitor accurate operating costs and budget figures. Service contracts are used for major repair items that cannot be serviced at the Municipal Service Center. The supply budget is used for the purchase of all maintenance repair parts to service more than 370 pieces of equipment for 10 departments.

**Sanitation** - This Division provides for solid waste collection and disposal/recycling of all household rubbish. The collection and disposal/recycling of this material impacts the health and welfare of the entire community. The effectiveness of this operation depends greatly on the cooperation of residents in complying with established rules and regulations. Hazardous Materials drop-off, CRTs, metals, bulk

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materials, and collection and disposal of leaves and sweeper debris from public ways for disposal are also incorporated into this sub-program.

**Parks and Open Space** - The Division maintains over 120 properties and 500 acres of Town-owned park and recreation facilities. The goal is to provide a network of well-maintained parks and open spaces that fulfill the passive and active recreational needs of the community, preserve the historic, and cultural integrity of the landscape, enhance the environmental resilience within the Town, and provide access to all. The Division coordinates implementation of the Climate Action Plan across the Department of Public Works; supports ecological initiatives in collaboration with other Divisions and Departments; develops partnerships, education and outreach to support the Town's natural resources, parks and open spaces and the residents' ability to enjoy and connect to them. This objective is accomplished through the goals of the following six elements:

**Conservation** - The seven-member Conservation Commission and staff serve all citizens by protecting and preserving the environment. Functions and goals include the following statutory responsibilities: enforcing local, state, and federal environmental regulations; administering the Wetlands Protection Act and the United States Flood Insurance Program; and administering conservation areas and easements.

**Public Grounds** - The Division manages and maintains over 485 acres of public land, comprised of 38 parks and playgrounds, land around 15 public buildings, five parking areas, and over 41 traffic islands, for passive and active recreation purposes; provide maintenance and repair of equipment and fixtures; manage and maintain playing fields; and remove snow and ice during the winter months. The Element also maintains 24 playing fields, 25 tot lots for older and younger children, 25.5 basketball courts, and 32 tennis court areas.

**School Grounds** - The Division provides for the maintenance of and improvements to 32 acres of landscaped areas around ten public schools. This element is responsible for pruning trees and shrubs, raking leaves, removing litter, cutting grass, fertilizing, and seeding. In the winter months, functions include snow removal from walks, steps, ramps, and parking areas on school grounds.

**Skating Rink** - The Skating Rink function supports the maintenance and operation of the Larz Anderson outdoor skating rink in coordination with the Recreation Department. The goal is to provide quality maintenance of the outdoor skating facility given the operational challenges due to the age of the facility and varying weather conditions. While DPW employees provide services to manage and maintain the ice, the costs are accounted for in the Recreation Revolving Fund via a charge-off to cover the cost of the employees' time and service contracts.

**Forestry** - The Forestry Element preserves and maintains over 60,000 shade trees along public ways, parks, school grounds, cemeteries, and all other public grounds. The Element provides for the safety of all public ways and grounds by removing dead and dangerous limbs and trees and is responsible for replacing trees in areas where they have been removed.

**Cemetery** - The goals of the Cemetery Element are to maintain and improve the Walnut Hills Cemetery and the Old Burying Ground, which total 48.5 acres, and to provide properly coordinated and dignified burials. Functions include selling lots, recording deeds, constructing foundations, mowing grass areas, pruning shrubs and small trees, laying out and preparing lots, and coordinating burials.

**Water and Sewer Enterprise Fund** - The DPW is responsible for the Water and Sewer Enterprise Fund. For a description of the Enterprise Fund and all functions and services of this Division, please see the section for the Water and Sewer Division.

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## FY 25 Objectives

### Administration:

1. Complete the review and update of DPW job descriptions and compensation plans to ensure that they are appropriate for the market and can attract and retain qualified and competent employees for the Town of Brookline. (Strategic Plan Obj. 3.2D)
2. DPW Leadership Team and IT Systems Manager will evaluate and enhance the PeopleGIS Work Order System software to be an increasingly efficient, effective, and valuable tool for DPW and the Town, including improved asset and supply management and data updates with the Town's GIS database. (Strategic Plan Obj. 2.1)
3. Leverage the new knowledge and adaptations made during the pandemic to continue a digital transformation strategy for department tools, technology, services, and deliverables to maximize employee efficiency and customer service including the implementation of hybrid meetings and DPW permits. (Strategic Plan Obj. 2.2, 3.1)
4. Identify and actively seek federal, state, and local grant opportunities to leverage Town funds to improve Brookline's natural resources, accessibility, green infrastructure, complete streets, and assets in the public way (Strategic Plan Obj. 2.3)
5. Identify new opportunities for recruitment and hiring. (Strategic Plan Obj. 3.2)
6. Establish a mentorship program that aids in learning, growth, and advancement for new or entry-level DPW staff (Strategic Plan Obj. 3.2)
7. Continue education opportunities for all DPW staff that focus on technical training, supervisory skills, town policies and procedures, and DEI goals. (Strategic Plan Obj. 4.3)
8. Evaluate the efficiency, cost and sustainability of the Town of Brookline Sanitation Program and compare various models for improved service and reliability supported by contractual and in-house programs. (Strategic Plan Obj. 2.2, 3.1)

### Engineering & Transportation:

1. Manage and advance the design and public process associated with the Washington Street corridor project, which is part of the MassDOT Transportation Improvement Program (TIP) – a critical project for the Town. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.5)
2. Manage and advance the design and public process associated with the Bridle Path project, which is part of the MassDOT Transportation Improvement Program (TIP) – a transformative project for the Town. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.5)
3. Continue updating Department standard details and specifications as they relate to Town requirements. (Strategic Plan Obj. 1.1, 2.2)
4. Improve coordination with the Building and Planning Departments for all site plan reviews. Focus on improving overall customer support and satisfaction. (Strategic Plan Obj. 2.2, 3.1)
5. Update the Transportation and Mobility Plan to include additional prioritization criteria, including proximity to school zones, business districts, public transportation routes, major bike routes, etc. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.3, 4.5)
6. Update the Town's Stormwater Master Plan and develop a hydrologic and hydraulic model of the Town's drainage system to determine existing capacity, identify constraints and impediments, and plan for future improvements to increase our resilience and prepare for future flooding associated with climate change. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2)
7. Identify a plan for pedestrian, bike, and micro-mobility safety improvements on Davis Avenue and Tappan Street in the vicinity of Brookline High School and Cypress Playground as part of the Town's Complete Streets and Safe Routes to School program (Community conversations during FY24 with a goal of construction in FY25). (Strategic Plan Obj. 1.1, 1.2, 2.1, 2.2, 2.3, 4.5)
8. Complete design and construction associated with improvements on the roads identified as part of the Transportation and Mobility Plan. (Strategic Plan Obj. 1.1, 2.1)
9. Advance the design for a new Davis Path footbridge. With continued support from various Town

Boards and Commissions, the team has identified federal grant funding that may support the construction of this critical connection for our community. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.4, 4.5)

10. Pending permitting, complete the Willow Pond Environmental Restoration Design and Construction Bid Documents and begin construction on this improvement. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.5)
11. Continue to oversee installation of Accessible Pedestrian Signal and count-down timer upgrades at traffic signal locations throughout the Town to improve pedestrian access and safety. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.5)
12. Apply for grant funding to support a Complete Streets design for Pleasant Street, and St. Paul Street. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.5)
13. Through collaboration with the Vision Zero Committee and the community, oversee the creation of a Vision Zero Policy for the Town of Brookline. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.5)
14. Continue to plan for and oversee the expansion of the BlueBikes Bike Share, Car Share, and the Publicly Accessible Electric Vehicle Charging programs. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.4, 4.5)

#### Highway, Sanitation & Fleet Services:

1. Continue the implementation of the Zero Waste Framework: Implement, support, and/or expand composting programs in at least five public schools in accordance with the School Compost Guide. (Strategic Plan Obj. 5.1)
2. Continue the implementation of the Zero Waste Framework: Provide compost and recycling waste receptacles at ten or more Town-organized events to build visibility for, and knowledge around, waste diversion in Brookline. (Strategic Plan Obj. 5.1)
3. Implement a preventive Maintenance program for townwide traffic signals and school zone flashers. (Strategic Plan Obj. 2.1A)
4. Improve the clarity and effectiveness of responses to the Town's BrookOnLine citizen request and work order system. (Strategic Plan Obj. 2.2E)
5. Create an onboarding Standard Operating Procedure with the Environmental Health and Safety Officer for all DPW new hires (Strategic Plan Obj. 3.4A)
6. Continue to work with Town departments on the acquisition and procurement of electric vehicles, including funding and installation of charging infrastructure while ensuring continuity of service for Brookline residents. Research and select electric vehicles that best fit the town's needs. Consider operational and financial factors such as range, task, charging infrastructure, and cost. (Strategic Plan Obj. 1.1F)
7. Continue to increase Education and Training on Work Zone Safety to better protect Brookline employees and the public (Strategic Plan Obj. 3.2B)
8. Improve the Vehicle Preventive Maintenance Schedule Performance. (Strategic Plan Obj. 2.1A)

#### Parks & Open Space:

1. Complete the construction of Monmouth Playground (Strategic Plan Obj. 1.3B)
2. Commence construction of Skyline Park trails, landscape improvements, comfort station, and pavilion (Strategic Plan Obj. 1.3B)
3. Completed construction bid documents for Schick Park (Strategic Plan Obj. 1.3B)
4. Commence construction of Amory tennis courts, comfort station, parking lot, and Hall's Pond Boardwalk (Strategic Plan Obj. 1.3B)
5. Complete the updated seven-year Open Space and Recreation Plan (Strategic Plan Obj. 1.3)
6. Plan and implement a second Brookline mini-forest in support of the implementation of our Urban Forest Climate Resilience Master Plan (Strategic Plan Obj. 5.1A)
7. Complete a Pollinator Garden Plan that outlines the location, care, and maintenance of pollinator gardens in the public way (Strategic Plan Obj. 1.3 and Obj. 1.5)
8. Establish at least one new community garden, possibly in partnership with Brookline Schools, that utilizes compost generated by Brookline residents through our Black Earth partnership (Strategic Plan Obj. 5.5)

9. Develop tree planting guidelines and best practices for planting in commercial areas (Strategic Plan Obj. 1.1, Obj. 1.3, and Obj. 5.1A)
10. Complete the trail enhancement and rehabilitation at D Blakely Hoar Sanctuary (Strategic Plan Obj 1.3)
11. Organize a minimum of four new public events in Brookline's parks and open spaces that encourage stewardship, maintenance, and increased beautification with public support (Strategic Plan Obj 1.3)
12. Complete engineering and construction bid documents for the restoration and preservation of historic structures at Larz Anderson Park (Strategic Plan Obj 1.3)
13. Design and install at least four accessible public parklets in commercial areas in partnership with nearby businesses that help with ongoing maintenance and litter removal (Strategic Plan Obj. 1.2)
14. Conduct a tree inventory of public trees located in at least two Brookline parks and add this dataset to the existing GIS-based database of trees as outlined in the Urban Forest Climate Resiliency Master Plan (Strategic Plan Obj. 5.1A)
15. Continue to inventory, repair, and, as needed, adjust locations of Big Belly trash receptacles on town and school grounds to support the Town's Rodent Control Action Plan (Strategic Plan Obj. 2.1)
16. Review the current Brookline Wetlands Bylaw and Regulations to more effectively incorporate climate resiliency and adaptation best practices when protecting wetland resource areas (Strategic Plan Obj 5.1 and Obj 5.5)

**FY24 Accomplishments**

**Administration:**

1. Completed the quadrennial Brookline DPW Reaccreditation process with the American Public Works Association and received full APWA Accreditation Status. (Strategic Plan Guiding Principals 1-5)
2. Completed the Environmental, Health, and Safety Plan Update with associated department-wide training for continued compliance with the latest revisions to OSHA regulations (Strategic Plan Obj. 3.4)
3. Increased Education and Training on Work Zone Safety to better protect Brookline employees and the public (Strategic Plan Obj. 3.2B)
4. Continue to update the Department of Public Works website to provide clear, consistent, and reliable information for residents, businesses, contractors, and utilities (Strategic Plan Obj. 2.2)
5. Commence the negotiation process for assigned employee contracts. (Strategic Plan Obj. 3.2)
6. Provided annual Winter Storm Operations Training to new and existing DPW employees who respond during snow emergencies. (Strategic Plan Obj. 3.4)
7. Solid Waste Regulations were updated, presented at a public hearing and adopted by the Select Board in furtherance of the Rodent Control Action Plan. (Strategic Plan Obj. 1.1C)
8. New Tree Protection Regulations were written, presented at a public hearing, and adopted by the Select Board in accordance with the Tree Preservation Bylaw.
9. Participated in a multijurisdictional ribbon-cutting celebrating the completion of the Muddy River Flood Control Project in Brookline and Boston. (Strategic Plan Obj. 5.3C)

**Engineering & Transportation:**

1. Constructed pedestrian, bike, and micro-mobility safety improvements on Beverly Road as part of the Town's Traffic Calming and Safe Routes to School programs. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.5)
2. Provided continued oversight for and reached final completion of the restoration and reconstruction of the historic Carlton Street Footbridge. The bridge was opened to the public. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.5)
3. Bid and complete the roadway improvements for the access road through Larz Anderson Park (Strategic Plan Obj. 1.3, 2.1)
4. Reconstructed Woodland Road with a focus on "complete streets" and pavement improvement.

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(Strategic Plan Obj. 1.1)

5. Managed and supported various phases of the engineering, construction bid documents and/or construction oversight of Murphy Playground, Robinson Playground, and Baker School Tennis Courts Projects. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.5)
6. Commenced the Complete Streets Design process of Washington Street with a Design Review Committee to oversee the creation of a pre-25% concept plan with a strong focus on Complete Street, including improved safety and access for pedestrians, bicycles, micro-mobility, public transit, and emergency response vehicles. The project will be funded through the Boston Metropolitan Planning Organization (MPO). (Strategic Plan Obj. 1.1, 1.3, 2.3)
7. Obtained an MVP grant that will help the Town realize a stormwater hydraulic model. This will help identify vulnerabilities in the Town's system and prioritize solutions to address those vulnerabilities. (Strategic Plan Obj. 5.2, 5.3)
8. Completed design and construction associated with improvements on the following Town controlled roadways (Strategic Plan Obj. 1.1, 2.1): Walnut Street from Dudley Street to Warren Street (approx. 750 LF), Chestnut Street from Walnut Street to Kendall Street (approx. 1,100 LF), Short Street from Summit Avenue to Beacon Street (approx. 380 LF), Kenwood Street from Columbia Street to Harvard Street (approx. 1,100 LF), Russell Street from Columbia Street to Harvard Street (approx. 900 LF).
9. Pending permitting, complete the Willow Pond Environmental Restoration Design and Construction Bid Documents and commence construction on this improvement. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 4.5)
10. Oversaw the retrofit installation of APS pedestrian push buttons and count down timers at various intersections to improve safety and access for vision-impaired pedestrians. (Strategic Plan Obj. 1.1C)
11. Completed the Bonded Wearing Course pavement preservation treatment project on Allendale, Jordan and Summit that used pavement markings to achieve 'complete streets' improvements for pedestrian, bicycle, and micro-mobility safety and access. (Strategic Plan Obj. 1.3A, 2.1)
12. Completed the installation of (14) Level 2 charging ports at the Kent/Webster parking lot. Completed the installation (20) Level 2 charging ports at the Fuller parking lot. Completed the installation of (2) Level 3 charging ports on Webster St. Completed the installation of (6) Level 2 charging ports at Town Hall parking lot. Completed the installation of (2) Level 2 ports at Elliot St. This totals 44 new publicly accessible charging locations in the Town of Brookline completed in FY24. (Strategic Plan Obj. 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 5.1, 5.5)

### Highway, Sanitation & Fleet Services:

1. Commenced a pilot for 3-5 compost drop-off collection bins within Environmental Justice neighborhoods and/or near public transit to expand access to composting services to all residents in Brookline. (Strategic Plan Obj. 1.2)
2. Successfully implemented 311(BrookOnLine) efficiency project to automate the creation of a work order from customer service requests. (Strategic Plan Obj. 2.1A)
3. Successfully established a working group with multiple town departments to initiate a policy/master plan regarding the acquisition and procurement of electric vehicles and funding and installation of charging infrastructure while ensuring continuity of service for Brookline residents. (Strategic Plan Obj. 1.1F)
4. Continued adjustments in the pilot program for the use of low-carbon concrete on Town sidewalks for in-house sidewalk maintenance and repair. (Strategic Plan Obj. 2.1)
5. Implemented and grew composting programs in at least four public schools in accordance with the School Compost Guide. (Strategic Plan Obj. 5.1)
6. Continued to explore technician training opportunities pertaining to new electric vehicle technology. (Objective 2.1A)
7. Implemented an in-house commercial driver's license program, allowing DPW staff to train and obtain commercial driver licenses. (Strategic Plan Obj. 3.2B)
8. Update the annual Snow and Ice Winter Guide with information from Article 7.7 "Removal of Snow and Ice from Sidewalks that was amended at the Fall 2022 Town Meeting.

9. Developed fleet conversion analysis with LevelSource program to convert eligible vehicles/equipment and support that timeline with the build out infrastructure for EV charging at the Municipal Service Center, Transfer Station, and Water and Sewer Garage. (Strategic Plan Obj. 1.1F)
10. Prepared a report for DPW's "Smart Controls" pilot program with the Town's LED Street Lights. (Strategic Plan Obj. 2.1)
11. Partnered with the Health and Human Services Department to develop a multi-phase, multi-department rodent control plan. Phase I included the implementation of new educational materials, modern smart pest control technologies, a food services consultant, updated Solid Waste Regulations, updated Outdoor Dining Policy, and the inclusion of Rodent Control on the Town's BrookOnLine 311 system. (Strategic Plan Obj. 1.2, 2.2)
12. Updated the Snow and Ice Winter Maintenance Plan (Strategic Plan Obj. 2.2D)
13. Implemented a pre-season winter snow & ice safety training for all DPW operations employees. (Strategic Plan Obj. 3.4)
14. Inspected all APS on Beacon Street and identified the need for system and service upgrades and maintenance. (Strategic Plan Obj. 2.1)
15. Implemented the mattress ban, as mandated by the Department of Environmental Protection, on November 1, 2022 providing seamless pickup and service to Town residents. (Strategic Plan Obj. 5)
16. Staffed the Solid Waste Advisory Committee Composting Task Force and helped author the Report on Warrant Article 17 for Townwide Composting (Strategic Plan Obj. 5)

#### Parks & Open Space:

1. Began the development of an updated Open Space Plan through a robust community engagement process. (Strategic Plan Obj. 1.3)
2. Completed construction of Murphy Playground (Strategic Plan Obj. 1.3B)
3. Completed construction of the replacement of the synthetic turf field at Skyline Park (Strategic Plan Obj. 1.3B)
4. Completed construction on the Baker School Tennis Courts replacement. (Strategic Plan Obj. 1.3B)
5. Completed construction of Robinson Playground (Strategic Plan Obj. 1.3B)
6. Planned and implemented Brookline's first Miyawaki Forest in support of the implementation of our Urban Forest Climate Resilience Master Plan (Strategic Plan Obj. 5.1A)
7. Designed and installed three accessible public parklets in commercial areas in partnership with nearby businesses that help with ongoing maintenance and litter removal (Strategic Plan Obj. 1.2)
8. Implemented interpretive signage to support passive education opportunities in Fisher Hill Reservoir Park (Strategic Plan Obj. 1.3)
9. Established and implemented sustainable event guidelines for all parks and open space community events in coordination with the Highway and Sanitation Division (Strategic Plan Obj. 5.1)
10. Developed Standard Operating Procedures (SOP) for Community Events Marketing, our Public Tree-Planting Program, and our Green Dog Program Administration and Management (Strategic Plan Obj. 2.2E)
11. Finalized and began implementation of the Tree Management Plan for Walnut Hills Cemetery (Strategic Plan Obj. 2.2)
12. Conducted a tree inventory of public trees located at Skyline Park and Amory Playground and added this dataset to the existing GIS-based database of trees as outlined in the Urban Forest Climate Resiliency Master Plan (Strategic Plan Obj. 5.1A)
13. Completed a comprehensive audit and digitization of historical burial records for Walnut Hills Cemetery (Strategic Plan Obj. 2.2)
14. Completed the Design Review process for Monmouth Playground (Strategic Plan Obj. 1.3B)
15. Completed the Design Review process for Skyline Park trails, comfort station, and pavilion (Strategic Plan Obj. 1.3B)
16. Supported the Economic Development Division and the public art program to beautify and enhance public spaces (Strategic Plan Obj. 1.3E)
17. Began a public input process to determine appropriate locations for EV Charging Stations in Brookline Parks and Open Spaces (Strategic Plan Obj. 1.1F)



- 18. Supported the Town's Rodent Control Action Plan by adding an additional 22 Big Belly trash and recycling receptacles in the parks and public grounds. (Strategic Plan Obj. 2.1)
- 19. Developed additional space within the Walnut Hills Cemetery for upright markers and full-body burials. (Strategic Plan Obj. 2.2 and Obj. 5.1A)

**Public Works Detailed**

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
PUBLIC WORKS ADMIN					
SALARIES					
PERMANENT FULL TIME	\$827,498	\$971,588	\$1,121,539	\$149,951	15%
OVERTIME PAY	\$2,606	-	-	\$0	-
PART TIME TEMPORARY SAL	\$11,400	-	-	\$0	-
LONGEVITY PAY	\$3,750	\$5,000	\$3,750	-\$1,250	-25%
EXTRA COMPENSATION	-	\$1,650	\$1,650	\$0	0%
SICK PAY BUYOUT	\$2,265	-	-	\$0	-
VACATION BUYOUT	\$1,902	-	-	\$0	-
A DAY BUYOUT	\$13,514	-	-	\$0	-
CLOTHING-UNIFORM ALLOWANCE	\$550	-	-	\$0	-
OFFSET	-	-\$113,127	-\$104,963	\$8,164	-7%
<b>SALARIES TOTAL</b>	<b>\$863,484</b>	<b>\$865,111</b>	<b>\$1,021,976</b>	<b>\$156,865</b>	<b>18%</b>
SERVICES					
OFFICE EQUIP R & M	-	\$500	\$500	\$0	0%
D P EQUIP R & M	-	\$1,700	\$1,700	\$0	0%
COMPUTER SOFTWARE R & M	\$22,285	\$39,200	\$29,200	-\$10,000	-26%
COPY EQUIP RENTAL/LEASES	-	\$4,270	\$4,270	\$0	0%
PHOTOCOPY SERVICE CONTRAC	\$184	\$184	\$184	\$0	0%
PROFESSIONAL/TECH SERVICE	\$1,890	\$10,000	\$17,000	\$7,000	70%
WIRELESS COMMUNICATIONS	\$17,000	\$17,000	\$27,000	\$10,000	59%
DATA COMMUNICATIONS LINES	\$2,725	-	-	\$0	-
POSTAGE	\$130	\$8,000	\$8,000	\$0	0%
PRINTING SERVICES	\$1,100	\$16,400	\$9,400	-\$7,000	-43%
DEED & ATB TRANSFER FEES	-	\$150	\$150	\$0	0%
SUBSCRIPTIONS	-	\$500	\$500	\$0	0%
<b>SERVICES TOTAL</b>	<b>\$45,314</b>	<b>\$97,904</b>	<b>\$97,904</b>	<b>\$0</b>	<b>0%</b>
SUPPLIES					
OFFICE SUPPLIES	\$3,257	\$3,000	\$3,000	\$0	0%
MEALS & RECEPTIONS	\$8,841	\$1,500	\$1,500	\$0	0%
<b>SUPPLIES TOTAL</b>	<b>\$12,099</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$0</b>	<b>0%</b>
OTHER					
IN STATE TRAVEL -OTHER	\$2,086	-	-	\$0	-
OUT-OF-STATE BUSINESS MEALS	\$468	-	-	\$0	-
EDUCATION/TRAINING/CONFERENCES	\$9,030	\$19,000	\$19,000	\$0	0%
AIRFARE	\$835	-	-	\$0	-
HOTEL	\$3,916	-	-	\$0	-
OTHER TRAVEL	\$517	\$900	\$900	\$0	0%
PROFESSIONAL DUES/MEMBERS	\$3,503	\$3,000	\$3,000	\$0	0%
<b>OTHER TOTAL</b>	<b>\$20,354</b>	<b>\$22,900</b>	<b>\$22,900</b>	<b>\$0</b>	<b>0%</b>
BUDGETED CAPITAL					
TRUCKS- BUD	-	-	\$255,626	\$255,626	-
LEASED COMPUTER EQUIPMENT	\$9,522	\$11,955	\$23,995	\$12,040	101%
LEASED ROLLING STOCK	-	-	\$672,383	\$672,383	-
BUD-MAINTENANCE EQUIPMENT	-	-	\$30,892	\$30,892	-
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$9,522</b>	<b>\$11,955</b>	<b>\$982,896</b>	<b>\$970,941</b>	<b>8,122%</b>

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	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>PUBLIC WORKS ADMIN TOTAL</b>	<b>\$950,773</b>	<b>\$1,002,370</b>	<b>\$2,130,176</b>	<b>\$1,127,806</b>	<b>113%</b>
ENGINEERING/TRANSPORTATION					
SALARIES					
PERMANENT FULL TIME	\$968,647	\$1,440,101	\$1,446,593	\$6,492	0%
OVERTIME PAY	\$29,439	\$8,710	\$8,456	-\$254	-3%
LONGEVITY PAY	\$7,063	\$8,450	\$5,575	-\$2,875	-34%
EXTRA COMPENSATION	-	\$1,600	\$1,600	\$0	0%
SICK PAY BUYOUT	\$14,805	-	-	\$0	-
VACATION BUYOUT	\$29,310	-	-	\$0	-
A DAY BUYOUT	\$12,055	-	-	\$0	-
CLOTHING-UNIFORM ALLOWANCE	\$2,270	-	-	\$0	-
OFFSET	-	-\$298,560	-\$312,268	-\$13,708	5%
<b>SALARIES TOTAL</b>	<b>\$1,063,588</b>	<b>\$1,160,301</b>	<b>\$1,149,956</b>	<b>-\$10,345</b>	<b>-1%</b>
SERVICES					
OFFICE EQUIP R & M	\$1,969	-	-	\$0	-
D P EQUIP R & M	\$1,080	\$4,660	\$4,660	\$0	0%
OTHER EQUIP R & M	-	\$1,000	\$1,000	\$0	0%
COPY EQUIP RENTAL/LEASES	\$2,700	\$2,660	\$2,660	\$0	0%
PHOTOCOPY SERVICE CONTRAC	\$95	\$184	\$184	\$0	0%
STORAGE RENTALS	\$187,866	\$201,600	\$201,600	\$0	0%
PROFESSIONAL/TECH SERVICE	\$37,825	\$95,700	\$95,700	\$0	0%
DATA COMMUNICATIONS LINES	\$1,894	-	-	\$0	-
PRINTING SERVICES	\$8,395	\$12,000	\$12,000	\$0	0%
ADVERTISING SERVICES	-	\$200	\$200	\$0	0%
LICENSES	\$6,751	\$7,000	\$7,000	\$0	0%
<b>SERVICES TOTAL</b>	<b>\$248,576</b>	<b>\$325,004</b>	<b>\$325,004</b>	<b>\$0</b>	<b>0%</b>
SUPPLIES					
OFFICE SUPPLIES	\$6,568	\$12,000	\$12,000	\$0	0%
MEALS & RECEPTIONS	\$589	-	-	\$0	-
UNIFORMS & PROTECTIVE CLO	\$121	\$2,000	\$2,000	\$0	0%
<b>SUPPLIES TOTAL</b>	<b>\$7,278</b>	<b>\$14,000</b>	<b>\$14,000</b>	<b>\$0</b>	<b>0%</b>
OTHER					
EDUCATION/TRAINING/CONFERENCES	\$7,448	\$5,000	\$5,000	\$0	0%
<b>OTHER TOTAL</b>	<b>\$7,448</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$0</b>	<b>0%</b>
BUDGETED CAPITAL					
AUTOMOBILES	\$52,714	-	-	\$0	-
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$52,714</b>	<b>-</b>	<b>-</b>	<b>\$0</b>	<b>-</b>
<b>ENGINEERING/TRANSPORTATION TOTAL</b>	<b>\$1,379,604</b>	<b>\$1,504,305</b>	<b>\$1,493,960</b>	<b>-\$10,345</b>	<b>-1%</b>
HIGHWAY					
SALARIES					
PERMANENT FULL TIME	\$2,472,551	\$3,411,288	\$3,408,815	-\$2,472	0%
SHIFT DIFFERENTIAL	\$19,321	\$21,716	\$21,716	\$0	0%
WORKING OUT OF CLASS	\$8,769	\$15,641	\$15,641	\$0	0%
OVERTIME PAY	\$20,007	\$109,135	\$107,835	-\$1,300	-1%
OT-SNOW-ROADWAYS	\$122,326	-	-	\$0	-
OT SNOW FACILITIES	\$113,257	-	-	\$0	-
OT EMERGENCY	\$5,093	\$25,540	\$24,240	-\$1,300	-5%
OT SCHEDULED	\$258,298	\$45,982	\$45,982	\$0	0%
OT SPECIAL EVENTS	\$33,391	\$8,826	\$8,826	\$0	0%
OT TAXI CAB INSPECTIONS	-	\$2,230	\$2,230	\$0	0%
LONGEVITY PAY	\$18,475	\$25,250	\$19,350	-\$5,900	-23%
EXTRA COMPENSATION	\$9,310	\$550	\$550	\$0	0%
SICK PAY BUYOUT	\$8,721	-	-	\$0	-
VACATION BUYOUT	\$17,324	-	-	\$0	-
A DAY BUYOUT	\$17,176	-	-	\$0	-
CLOTHING-UNIFORM ALLOWANCE	\$19,900	\$28,000	\$28,000	\$0	0%
TOOL ALLOWANCE	\$2,000	\$2,000	\$2,000	\$0	0%
OFFSET	-	-\$86,086	-\$86,086	\$0	0%
<b>SALARIES TOTAL</b>	<b>\$3,145,921</b>	<b>\$3,610,072</b>	<b>\$3,599,099</b>	<b>-\$10,972</b>	<b>0%</b>

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
SERVICES					
BOTTLED WATER SERVICE	\$2,120	\$1,500	\$1,500	\$0	0%
OFFICE EQUIP R & M	-	\$500	\$500	\$0	0%
D P EQUIP R & M	-	\$794	\$794	\$0	0%
COMPUTER SOFTWARE R & M	\$6,000	\$4,800	\$4,800	\$0	0%
COMMUNICATIONS EQUIP R & M	\$2,858	\$10,000	\$10,000	\$0	0%
STREET LIGHTING R & M	\$18,272	\$20,000	\$20,000	\$0	0%
TRAFFIC SIGNAL R & M	\$29,426	\$40,000	\$40,000	\$0	0%
MOTOR VEHICLE/EQUIP R & M	\$257,604	\$147,000	\$147,000	\$0	0%
OTHER EQUIP R & M	\$38,524	\$2,200	\$2,200	\$0	0%
BUILDING MAINTENANCE	\$5,225	\$4,000	\$4,000	\$0	0%
COPY EQUIP RENTAL/LEASES	\$2,202	\$3,443	\$3,443	\$0	0%
PHOTOCOPY SERVICE CONTRAC	\$38	\$75	\$75	\$0	0%
SOFTWARE LICENSES	\$2,833	-	-	\$0	-
MOTOR VEHICLE/EQUIP RNTL	\$157,272	\$80,000	\$80,000	\$0	0%
OTHER RENTALS/LEASES	-	\$1,850	\$1,850	\$0	0%
BUILDING CLEANING SERVICE	\$36,540	\$45,600	\$45,600	\$0	0%
TRAFFIC CONTROL PAINTING	\$93,713	\$102,673	\$138,673	\$36,000	35%
PROFESSIONAL/TECH SERVICE	\$7,500	\$1,850	\$1,850	\$0	0%
CONTRACT LABORERS	\$39,768	\$25,600	\$25,600	\$0	0%
WIRELESS COMMUNICATIONS	\$24,063	\$23,800	\$23,800	\$0	0%
POSTAGE	\$5,745	-	-	\$0	-
PRINTING SERVICES	\$4,155	-	-	\$0	-
LICENSES	\$1,008	\$1,000	\$1,000	\$0	0%
UNIFORM CLEANING SERVICES	\$9,530	\$10,000	\$10,000	\$0	0%
<b>SERVICES TOTAL</b>	<b>\$744,395</b>	<b>\$526,685</b>	<b>\$562,685</b>	<b>\$36,000</b>	<b>7%</b>
SUPPLIES					
OFFICE SUPPLIES	\$3,564	\$4,000	\$4,000	\$0	0%
EQUIPMENT MAINT SUPPLIES	-	\$3,000	\$3,000	\$0	0%
PARKING METER PARTS/SUPPLIES	\$6,635	\$31,175	\$31,175	\$0	0%
MAINTENANCE SUPPLIES	\$11,242	\$8,000	\$8,000	\$0	0%
SNOW & ICE CONTROL SUPP	\$217,061	\$125,000	\$125,000	\$0	0%
CONSTRUCTION SUPPLIES	\$108,600	\$209,463	\$209,463	\$0	0%
OILS & LUBRICANTS	\$26,543	\$25,000	\$25,000	\$0	0%
TIRES	\$71,222	\$43,850	\$43,850	\$0	0%
MOTOR VEHICLE SUPPLIES	\$537,660	\$273,779	\$273,779	\$0	0%
BOOKS & PERIODICALS	\$383	-	-	\$0	-
UNIFORMS & PROTECTIVE CLO	\$12,880	\$10,520	\$10,520	\$0	0%
<b>SUPPLIES TOTAL</b>	<b>\$995,791</b>	<b>\$733,787</b>	<b>\$733,787</b>	<b>\$0</b>	<b>0%</b>
OTHER					
EDUCATION/TRAINING/CONFERENCES	\$6,599	\$4,000	\$4,000	\$0	0%
PROPERTY DAMAGE	-	\$2,000	\$2,000	\$0	0%
<b>OTHER TOTAL</b>	<b>\$6,599</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$0</b>	<b>0%</b>
UTILITIES					
ELECTRICITY	\$498,185	\$508,500	\$519,558	\$11,058	2%
NATURAL GAS	\$49,367	\$47,794	\$50,318	\$2,524	5%
GASOLINE	\$102,295	\$68,455	\$73,442	\$4,987	7%
DIESEL	\$146,288	\$149,992	\$161,709	\$11,717	8%
WATER	\$12,613	\$12,875	\$12,981	\$106	1%
<b>UTILITIES TOTAL</b>	<b>\$808,747</b>	<b>\$787,616</b>	<b>\$818,008</b>	<b>\$30,392</b>	<b>4%</b>
BUDGETED CAPITAL					
TRUCKS- BUD	\$62,520	-	-	\$0	-
LEASED ROLLING STOCK	\$296,652	\$371,922	-	-\$371,922	-100%
BUD-MAINTENANCE EQUIPMENT	\$15,288	\$10,000	-	-\$10,000	-100%
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$374,460</b>	<b>\$381,922</b>	<b>-</b>	<b>-\$381,922</b>	<b>-100%</b>
<b>HIGHWAY TOTAL</b>	<b>\$6,075,913</b>	<b>\$6,046,081</b>	<b>\$5,719,579</b>	<b>-\$326,502</b>	<b>-5%</b>
SANITATION					
SALARIES					
PERMANENT FULL TIME	\$907,657	\$1,081,330	\$1,032,356	-\$48,974	-5%

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	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
WORKING OUT OF CLASS	\$9,952	\$7,587	\$7,587	\$0	0%
OVERTIME PAY	\$4,624	\$139,318	\$139,318	\$0	0%
OT EMERGENCY	\$474	-	-	\$0	-
OT SCHEDULED	\$142,991	-	-	\$0	-
OT SPECIAL EVENTS	\$1,284	-	-	\$0	-
PART TIME TEMPORARY SAL	\$12,132	\$66,203	\$64,275	-\$1,928	-3%
LONGEVITY PAY	\$4,700	\$7,100	\$6,850	-\$250	-4%
EXTRA COMPENSATION	-	\$550	\$550	\$0	0%
SICK PAY BUYOUT	\$1,922	-	-	\$0	-
VACATION BUYOUT	\$4,793	-	-	\$0	-
A DAY BUYOUT	\$2,870	-	-	\$0	-
CLOTHING-UNIFORM ALLOWANCE	\$5,400	\$6,800	\$6,800	\$0	0%
<b>SALARIES TOTAL</b>	<b>\$1,098,797</b>	<b>\$1,308,888</b>	<b>\$1,257,736</b>	<b>-\$51,152</b>	<b>-4%</b>
SERVICES					
D P EQUIP R & M	-	\$2,700	\$2,700	\$0	0%
COMPUTER SOFTWARE R & M	\$6,140	\$11,800	\$11,800	\$0	0%
OTHER EQUIP R & M	\$20,456	\$5,250	\$5,250	\$0	0%
OTHER RENTALS/LEASES	\$8,412	-	-	\$0	-
SOLID WASTE DISPOSAL CT	\$2,753,554	\$3,476,775	\$3,614,433	\$137,658	4%
OFFICE/CLERICAL SERVICES	\$14,739	\$24,000	\$24,000	\$0	0%
PROFESSIONAL/TECH SERVICE	\$6,724	\$6,540	\$6,540	\$0	0%
POSTAGE	\$6,965	-	-	\$0	-
<b>SERVICES TOTAL</b>	<b>\$2,816,990</b>	<b>\$3,527,065</b>	<b>\$3,664,723</b>	<b>\$137,658</b>	<b>4%</b>
SUPPLIES					
OFFICE SUPPLIES	\$2,304	\$1,000	\$1,000	\$0	0%
RECYCLING SUPPLIES	\$66,268	\$79,000	\$79,000	\$0	0%
MEALS & RECEPTIONS	\$1,065	-	-	\$0	-
CONSTRUCTION SUPPLIES	\$3,063	\$3,000	\$3,000	\$0	0%
UNIFORMS & PROTECTIVE CLO	\$6,358	\$4,640	\$4,640	\$0	0%
<b>SUPPLIES TOTAL</b>	<b>\$79,059</b>	<b>\$87,640</b>	<b>\$87,640</b>	<b>\$0</b>	<b>0%</b>
OTHER					
EDUCATION/TRAINING/CONFERENCES	\$4,143	\$10,000	\$10,000	\$0	0%
<b>OTHER TOTAL</b>	<b>\$4,143</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$0</b>	<b>0%</b>
UTILITIES					
ELECTRICITY	\$11,872	\$21,845	\$21,110	-\$735	-3%
<b>UTILITIES TOTAL</b>	<b>\$11,872</b>	<b>\$21,845</b>	<b>\$21,110</b>	<b>-\$735</b>	<b>-3%</b>
BUDGETED CAPITAL					
LEASED ROLLING STOCK	\$41,419	\$84,336	-	-\$84,336	-100%
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$41,419</b>	<b>\$84,336</b>	<b>-</b>	<b>-\$84,336</b>	<b>-100%</b>
<b>SANITATION TOTAL</b>	<b>\$4,052,281</b>	<b>\$5,039,774</b>	<b>\$5,041,209</b>	<b>\$1,435</b>	<b>0%</b>
PARKS & OPEN SPACES					
SALARIES					
PERMANENT FULL TIME	\$2,090,749	\$2,392,106	\$2,538,718	\$146,612	6%
SHIFT DIFFERENTIAL	\$255	\$1,957	\$1,957	\$0	0%
WORKING OUT OF CLASS	\$1,963	\$4,633	\$4,633	\$0	0%
OVERTIME PAY	\$22,041	\$119,495	\$119,295	-\$200	0%
OT EMERGENCY	\$8,136	\$26,788	\$26,788	\$0	0%
OT SCHEDULED	\$175,992	-	-	\$0	-
OT SPECIAL EVENTS	\$10,500	\$8,418	\$8,418	\$0	0%
PART TIME TEMPORARY SAL	\$152,552	\$206,961	\$206,960	-\$1	0%
LONGEVITY PAY	\$12,683	\$19,750	\$13,950	-\$5,800	-29%
EXTRA COMPENSATION	-	\$9,250	\$9,250	\$0	0%
SICK PAY BUYOUT	\$14,963	-	-	\$0	-
VACATION BUYOUT	\$50,213	-	-	\$0	-
A DAY BUYOUT	\$5,202	-	-	\$0	-
CLOTHING-UNIFORM ALLOWANCE	\$14,744	\$12,000	\$12,000	\$0	0%
OFFSET	-	-\$150,501	-\$150,501	\$0	0%
<b>SALARIES TOTAL</b>	<b>\$2,559,993</b>	<b>\$2,650,857</b>	<b>\$2,791,468</b>	<b>\$140,611</b>	<b>5%</b>
SERVICES					

5.A.

	ACTUAL		BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2024	FY2025	\$ Chng	% Chng
BOTTLED WATER SERVICE	\$947	-		-	\$0	-
OFFICE EQUIP R & M	-	\$200		\$200	\$0	0%
D P EQUIP R & M	-	\$2,536		\$2,536	\$0	0%
COMPUTER SOFTWARE R & M	-	\$3,000		\$3,000	\$0	0%
OTHER EQUIP R & M	-	\$50		\$50	\$0	0%
R & M LARZ PAVILION/RINK	\$124,863	\$122,600		\$124,600	\$2,000	2%
COPY EQUIP RENTAL/LEASES	\$810	\$1,293		\$1,293	\$0	0%
PHOTOCOPY SERVICE CONTRAC	-	\$76		\$76	\$0	0%
EQUIP CLEANING/REPAIR/MAINT	\$1,565	\$3,500		\$3,500	\$0	0%
LANDSCAPING SERVICES	\$664,012	\$780,860		\$800,127	\$19,267	2%
EDUCATION/TRAINING SERVIC	\$90	-		-	\$0	-
GENERAL CONSULT SERVICES	\$2,196	\$3,000		\$3,000	\$0	0%
PROFESSIONAL/TECH SERVICE	\$9,720	\$5,000		\$54,998	\$49,998	1,000%
WIRELESS COMMUNICATIONS	\$8,896	\$9,250		\$9,250	\$0	0%
PRINTING SERVICES	\$5,033	\$8,000		\$8,000	\$0	0%
ADVERTISING SERVICES	\$4,776	\$200		\$200	\$0	0%
LICENSES	\$790	\$1,000		\$1,000	\$0	0%
PEST CONTROL SERVICES	\$73	\$1,500		\$1,500	\$0	0%
SUBSCRIPTIONS	\$720	-		-	\$0	-
<b>SERVICES TOTAL</b>	<b>\$824,489</b>	<b>\$942,065</b>		<b>\$1,013,330</b>	<b>\$71,265</b>	<b>8%</b>
SUPPLIES						
OFFICE SUPPLIES	\$6,762	\$4,000		\$4,000	\$0	0%
MAINTENANCE SUPPLIES	\$34,630	\$27,000		\$27,000	\$0	0%
AGRICULTURAL SUPPLIES	\$90,804	\$109,000		\$109,000	\$0	0%
MEALS & RECEPTIONS	\$1,589	\$50		\$50	\$0	0%
CONSTRUCTION SUPPLIES	\$17,060	\$43,378		\$43,378	\$0	0%
BOOKS & PERIODICALS	\$60	-		-	\$0	-
SAFETY SUPPLIES	-	\$900		\$900	\$0	0%
UNIFORMS & PROTECTIVE CLO	\$9,037	\$10,630		\$10,630	\$0	0%
<b>SUPPLIES TOTAL</b>	<b>\$159,943</b>	<b>\$194,958</b>		<b>\$194,958</b>	<b>\$0</b>	<b>0%</b>
OTHER						
EDUCATION/TRAINING/CONFERENCES	\$8,859	\$8,500		\$8,500	\$0	0%
OTHER TRAVEL	\$132	\$100		\$100	\$0	0%
PROFESSIONAL DUES/MEMBERS	\$1,793	\$3,000		\$3,000	\$0	0%
<b>OTHER TOTAL</b>	<b>\$10,785</b>	<b>\$11,600</b>		<b>\$11,600</b>	<b>\$0</b>	<b>0%</b>
UTILITIES						
ELECTRICITY	\$40,559	\$40,825		\$33,331	-\$7,494	-18%
NATURAL GAS	\$16,197	\$9,195		\$12,118	\$2,923	32%
HEATING OIL	\$1,888	\$1,250		\$1,250	\$0	0%
GASOLINE	\$55,301	\$61,730		\$64,036	\$2,306	4%
DIESEL	\$14,513	\$25,437		\$24,189	-\$1,248	-5%
WATER	\$288,246	\$233,862		\$295,450	\$61,589	26%
<b>UTILITIES TOTAL</b>	<b>\$416,704</b>	<b>\$372,299</b>		<b>\$430,374</b>	<b>\$58,076</b>	<b>16%</b>
BUDGETED CAPITAL						
TRUCKS- BUD	\$21,627	\$58,000		-	-\$58,000	-100%
LEASED ROLLING STOCK	\$174,297	\$360,017		-	-\$360,017	-100%
BUD-MAINTENANCE EQUIPMENT	\$14,517	\$173,000		-	-\$173,000	-100%
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$210,440</b>	<b>\$591,017</b>		<b>-</b>	<b>-\$591,017</b>	<b>-100%</b>
<b>PARKS &amp; OPEN SPACES TOTAL</b>	<b>\$4,182,354</b>	<b>\$4,762,796</b>		<b>\$4,441,730</b>	<b>-\$321,066</b>	<b>-7%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$16,640,924</b>	<b>\$18,355,326</b>		<b>\$18,826,654</b>	<b>\$471,327</b>	<b>3%</b>
<b>EXPENSES TOTAL</b>	<b>\$16,640,924</b>	<b>\$18,355,326</b>		<b>\$18,826,654</b>	<b>\$471,327</b>	<b>3%</b>

Public Works Revenue

	ACTUAL		BUDGET	RECOMMENDED		
	FY2022	FY2023	FY2024	FY2025	\$ Change	% Change
<b>Revenues</b>	\$4,833,312	\$4,811,414	\$5,088,085	\$5,138,085	\$50,000	1%

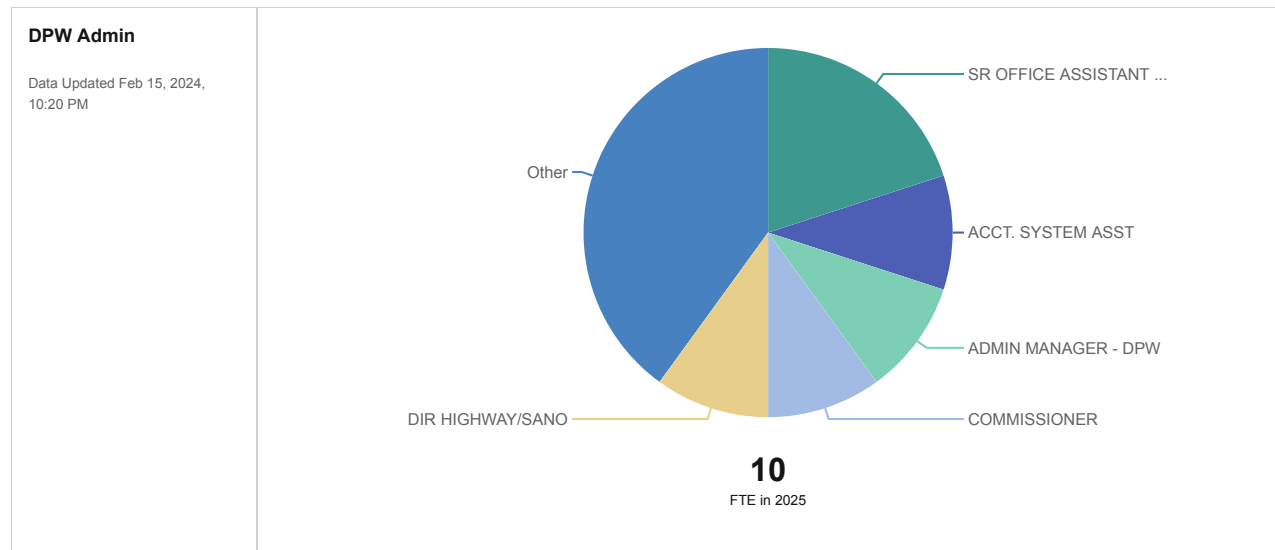
# 5.A.

## DPW Admin Detailed

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
PUBLIC WORKS ADMIN					
SALARIES					
PERMANENT FULL TIME	\$827,498	\$971,588	\$1,121,539	\$149,951	15%
OVERTIME PAY	\$2,606	-	-	\$0	-
PART TIME TEMPORARY SAL	\$11,400	-	-	\$0	-
LONGEVITY PAY	\$3,750	\$5,000	\$3,750	-\$1,250	-25%
EXTRA COMPENSATION	-	\$1,650	\$1,650	\$0	0%
SICK PAY BUYOUT	\$2,265	-	-	\$0	-
VACATION BUYOUT	\$1,902	-	-	\$0	-
A DAY BUYOUT	\$13,514	-	-	\$0	-
CLOTHING-UNIFORM ALLOWANCE	\$550	-	-	\$0	-
OFFSET	-	-\$113,127	-\$104,963	\$8,164	-7%
<b>SALARIES TOTAL</b>	<b>\$863,484</b>	<b>\$865,111</b>	<b>\$1,021,976</b>	<b>\$156,865</b>	<b>18%</b>
SERVICES					
OFFICE EQUIP R & M	-	\$500	\$500	\$0	0%
D P EQUIP R & M	-	\$1,700	\$1,700	\$0	0%
COMPUTER SOFTWARE R & M	\$22,285	\$39,200	\$29,200	-\$10,000	-26%
COPY EQUIP RENTAL/LEASES	-	\$4,270	\$4,270	\$0	0%
PHOTOCOPY SERVICE CONTRAC	\$184	\$184	\$184	\$0	0%
PROFESSIONAL/TECH SERVICE	\$1,890	\$10,000	\$17,000	\$7,000	70%
WIRELESS COMMUNICATIONS	\$17,000	\$17,000	\$27,000	\$10,000	59%
DATA COMMUNICATIONS LINES	\$2,725	-	-	\$0	-
POSTAGE	\$130	\$8,000	\$8,000	\$0	0%
PRINTING SERVICES	\$1,100	\$16,400	\$9,400	-\$7,000	-43%
DEED & ATB TRANSFER FEES	-	\$150	\$150	\$0	0%
SUBSCRIPTIONS	-	\$500	\$500	\$0	0%
<b>SERVICES TOTAL</b>	<b>\$45,314</b>	<b>\$97,904</b>	<b>\$97,904</b>	<b>\$0</b>	<b>0%</b>
SUPPLIES					
OFFICE SUPPLIES	\$3,257	\$3,000	\$3,000	\$0	0%
MEALS & RECEPTIONS	\$8,841	\$1,500	\$1,500	\$0	0%
<b>SUPPLIES TOTAL</b>	<b>\$12,099</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$0</b>	<b>0%</b>
OTHER					
IN STATE TRAVEL -OTHER	\$2,086	-	-	\$0	-
OUT-OF-STATE BUSINESS MEALS	\$468	-	-	\$0	-
EDUCATION/TRAINING/CONFERENCES	\$9,030	\$19,000	\$19,000	\$0	0%
AIRFARE	\$835	-	-	\$0	-
HOTEL	\$3,916	-	-	\$0	-
OTHER TRAVEL	\$517	\$900	\$900	\$0	0%
PROFESSIONAL DUES/MEMBERS	\$3,503	\$3,000	\$3,000	\$0	0%
<b>OTHER TOTAL</b>	<b>\$20,354</b>	<b>\$22,900</b>	<b>\$22,900</b>	<b>\$0</b>	<b>0%</b>
BUDGETED CAPITAL					
TRUCKS- BUD	-	-	\$255,626	\$255,626	-
LEASED COMPUTER EQUIPMENT	\$9,522	\$11,955	\$23,995	\$12,040	101%
LEASED ROLLING STOCK	-	-	\$672,383	\$672,383	-
BUD-MAINTENANCE EQUIPMENT	-	-	\$30,892	\$30,892	-
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$9,522</b>	<b>\$11,955</b>	<b>\$982,896</b>	<b>\$970,941</b>	<b>8,122%</b>
<b>PUBLIC WORKS ADMIN TOTAL</b>	<b>\$950,773</b>	<b>\$1,002,370</b>	<b>\$2,130,176</b>	<b>\$1,127,806</b>	<b>113%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$950,773</b>	<b>\$1,002,370</b>	<b>\$2,130,176</b>	<b>\$1,127,806</b>	<b>113%</b>
<b>EXPENSES TOTAL</b>	<b>\$950,773</b>	<b>\$1,002,370</b>	<b>\$2,130,176</b>	<b>\$1,127,806</b>	<b>113%</b>

# 5.A.

## FY25 FTE Salary



### DPW Admin

	FTE Salary	FTE Count
<b>COMMISSIONER</b>	171,632.83	1.00
<b>DIR OF ENG/TRANSPORT</b>	157,636.60	1.00
<b>DIR HIGHWAY/SANO</b>	157,149.20	1.00
<b>DIR SUSTAINABILITY</b>	131,513.70	1.00
<b>DIR PARKS OPEN SPACE</b>	131,513.70	1.00
<b>SR OFFICE ASSISTANT DPW ADMIN</b>	105,798.96	2.00
<b>HEALTH &amp; SAFETY OFFICER</b>	104,963.17	1.00
<b>ADMIN MANAGER - DPW</b>	96,148.47	1.00
<b>ACCT. SYSTEM ASST</b>	65,182.67	1.00
<b>TOTAL</b>	<b>1,121,539.30</b>	<b>10.00</b>

### DPW Engineering Detailed

	ACTUAL	BUDGET	RECOMMENDED	\$ Chng	% Chng
	FY2023	FY2024	FY2025		
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
ENGINEERING/TRANSPORTATION					
SALARIES					
PERMANENT FULL TIME	\$968,647	\$1,440,101	\$1,446,593	\$6,492	0%
OVERTIME PAY	\$29,439	\$8,710	\$8,456	-\$254	-3%
LONGEVITY PAY	\$7,063	\$8,450	\$5,575	-\$2,875	-34%
EXTRA COMPENSATION	-	\$1,600	\$1,600	\$0	0%
SICK PAY BUYOUT	\$14,805	-	-	\$0	-
VACATION BUYOUT	\$29,310	-	-	\$0	-
A DAY BUYOUT	\$12,055	-	-	\$0	-
CLOTHING-UNIFORM ALLOWANCE	\$2,270	-	-	\$0	-
OFFSET	-	-\$298,560	-\$312,268	-\$13,708	5%
<b>SALARIES TOTAL</b>	<b>\$1,063,588</b>	<b>\$1,160,301</b>	<b>\$1,149,956</b>	<b>-\$10,345</b>	<b>-1%</b>
SERVICES					
OFFICE EQUIP R & M	\$1,969	-	-	\$0	-
D P EQUIP R & M	\$1,080	\$4,660	\$4,660	\$0	0%
OTHER EQUIP R & M	-	\$1,000	\$1,000	\$0	0%
COPY EQUIP RENTAL/LEASES	\$2,700	\$2,660	\$2,660	\$0	0%
PHOTOCOPY SERVICE CONTRAC	\$95	\$184	\$184	\$0	0%

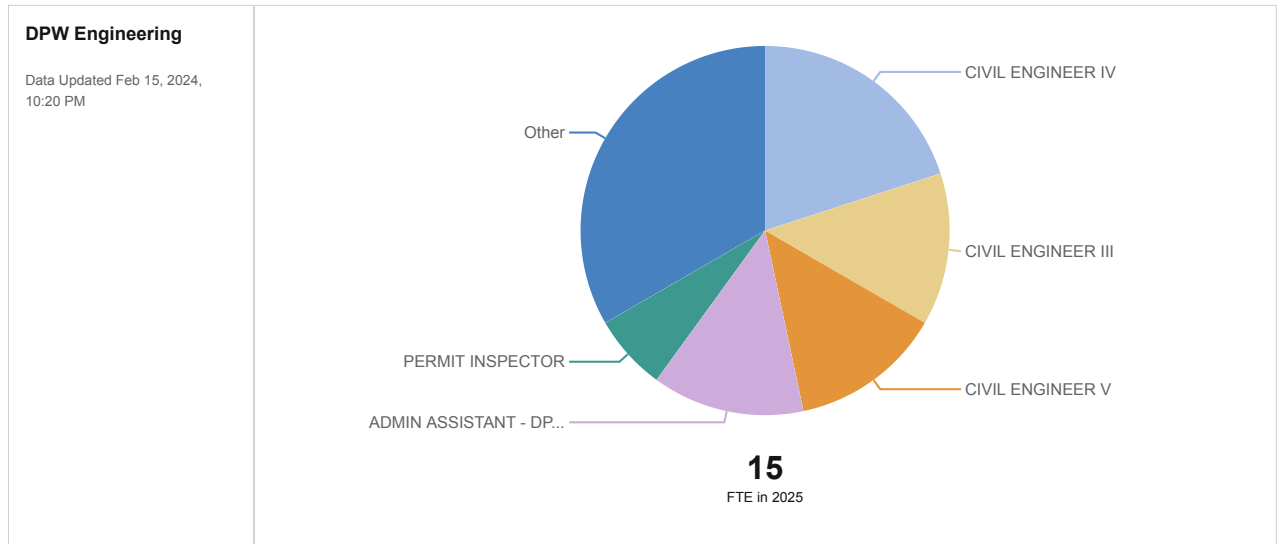
5.A.

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
STORAGE RENTALS	\$187,866	\$201,600	\$201,600	\$0	0%
PROFESSIONAL/TECH SERVICE	\$37,825	\$95,700	\$95,700	\$0	0%
DATA COMMUNICATIONS LINES	\$1,894	-	-	\$0	-
PRINTING SERVICES	\$8,395	\$12,000	\$12,000	\$0	0%
ADVERTISING SERVICES	-	\$200	\$200	\$0	0%
LICENSES	\$6,751	\$7,000	\$7,000	\$0	0%
<b>SERVICES TOTAL</b>	<b>\$248,576</b>	<b>\$325,004</b>	<b>\$325,004</b>	<b>\$0</b>	<b>0%</b>
SUPPLIES					
OFFICE SUPPLIES	\$6,568	\$12,000	\$12,000	\$0	0%
MEALS & RECEPTIONS	\$589	-	-	\$0	-
UNIFORMS & PROTECTIVE CLO	\$121	\$2,000	\$2,000	\$0	0%
<b>SUPPLIES TOTAL</b>	<b>\$7,278</b>	<b>\$14,000</b>	<b>\$14,000</b>	<b>\$0</b>	<b>0%</b>
OTHER					
EDUCATION/TRAINING/CONFERENCES	\$7,448	\$5,000	\$5,000	\$0	0%
<b>OTHER TOTAL</b>	<b>\$7,448</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$0</b>	<b>0%</b>
BUDGETED CAPITAL					
AUTOMOBILES	\$52,714	-	-	\$0	-
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$52,714</b>	<b>-</b>	<b>-</b>	<b>\$0</b>	<b>-</b>
<b>ENGINEERING/TRANSPORTATION TOTAL</b>	<b>\$1,379,604</b>	<b>\$1,504,305</b>	<b>\$1,493,960</b>	<b>-\$10,345</b>	<b>-1%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$1,379,604</b>	<b>\$1,504,305</b>	<b>\$1,493,960</b>	<b>-\$10,345</b>	<b>-1%</b>
<b>EXPENSES TOTAL</b>	<b>\$1,379,604</b>	<b>\$1,504,305</b>	<b>\$1,493,960</b>	<b>-\$10,345</b>	<b>-1%</b>

DPW Transportation Subdivision

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
ENGINEERING/TRANSPORTATION					
SALARIES	\$321,884	\$400,439	\$401,924	\$1,485	0%
SERVICES	\$228,437	\$263,460	\$263,460	\$0	0%
SUPPLIES	\$5,612	\$6,000	\$6,000	\$0	0%
<b>ENGINEERING/TRANSPORTATION TOTAL</b>	<b>\$555,933</b>	<b>\$669,899</b>	<b>\$671,384</b>	<b>\$1,485</b>	<b>0%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$555,933</b>	<b>\$669,899</b>	<b>\$671,384</b>	<b>\$1,485</b>	<b>0%</b>
<b>EXPENSES TOTAL</b>	<b>\$555,933</b>	<b>\$669,899</b>	<b>\$671,384</b>	<b>\$1,485</b>	<b>0%</b>

FY25 FTE Salary





# 5.A.

## DPW Engineering

	FTE Salary	FTE Count
ASST DIR OF ENGINEERING	122,827.00	1.00
TRANSPORTATION ADMIN	103,127.49	1.00
SUSTAINABLE TRANS ENGINEER	111,784.21	1.00
CIVIL ENGINEER V	232,600.37	2.00
PROJECT COORDINATOR	116,300.19	1.00
TRANSPORT ENGINEER	95,193.49	1.00
CIVIL ENGINEER IV	292,008.88	3.00
CIVIL ENGINEER III	172,692.74	2.00
PERMIT INSPECTOR	93,299.42	1.00
ADMIN ASSISTANT - DPW ENG	117,802.35	2.00
<b>TOTAL</b>	<b>1,457,636.13</b>	<b>15.00</b>

## DPW Highway Detailed

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
HIGHWAY					
SALARIES					
PERMANENT FULL TIME	\$2,472,551	\$3,411,288	\$3,408,815	-\$2,472	0%
SHIFT DIFFERENTIAL	\$19,321	\$21,716	\$21,716	\$0	0%
WORKING OUT OF CLASS	\$8,769	\$15,641	\$15,641	\$0	0%
OVERTIME PAY	\$20,007	\$109,135	\$107,835	-\$1,300	-1%
OT-SNOW-ROADWAYS	\$122,326	-	-	\$0	-
OT SNOW FACILITIES	\$113,257	-	-	\$0	-
OT EMERGENCY	\$5,093	\$25,540	\$24,240	-\$1,300	-5%
OT SCHEDULED	\$258,298	\$45,982	\$45,982	\$0	0%
OT SPECIAL EVENTS	\$33,391	\$8,826	\$8,826	\$0	0%
OT TAXI CAB INSPECTIONS	-	\$2,230	\$2,230	\$0	0%
LONGEVITY PAY	\$18,475	\$25,250	\$19,350	-\$5,900	-23%
EXTRA COMPENSATION	\$9,310	\$550	\$550	\$0	0%
SICK PAY BUYOUT	\$8,721	-	-	\$0	-
VACATION BUYOUT	\$17,324	-	-	\$0	-
A DAY BUYOUT	\$17,176	-	-	\$0	-
CLOTHING-UNIFORM ALLOWANCE	\$19,900	\$28,000	\$28,000	\$0	0%
TOOL ALLOWANCE	\$2,000	\$2,000	\$2,000	\$0	0%
OFFSET	-	-\$86,086	-\$86,086	\$0	0%
<b>SALARIES TOTAL</b>	<b>\$3,145,921</b>	<b>\$3,610,072</b>	<b>\$3,599,099</b>	<b>-\$10,972</b>	<b>0%</b>
SERVICES					
BOTTLED WATER SERVICE	\$2,120	\$1,500	\$1,500	\$0	0%
OFFICE EQUIP R & M	-	\$500	\$500	\$0	0%
D P EQUIP R & M	-	\$794	\$794	\$0	0%
COMPUTER SOFTWARE R & M	\$6,000	\$4,800	\$4,800	\$0	0%
COMMUNICATIONS EQUIP R & M	\$2,858	\$10,000	\$10,000	\$0	0%
STREET LIGHTING R & M	\$18,272	\$20,000	\$20,000	\$0	0%
TRAFFIC SIGNAL R & M	\$29,426	\$40,000	\$40,000	\$0	0%
MOTOR VEHICLE/EQUIP R & M	\$257,604	\$147,000	\$147,000	\$0	0%
OTHER EQUIP R & M	\$38,524	\$2,200	\$2,200	\$0	0%
BUILDING MAINTENANCE	\$5,225	\$4,000	\$4,000	\$0	0%
COPY EQUIP RENTAL/LEASES	\$2,202	\$3,443	\$3,443	\$0	0%
PHOTOCOPY SERVICE CONTRAC	\$38	\$75	\$75	\$0	0%
SOFTWARE LICENSES	\$2,833	-	-	\$0	-
MOTOR VEHICLE/EQUIP RNTL	\$157,272	\$80,000	\$80,000	\$0	0%
OTHER RENTALS/LEASES	-	\$1,850	\$1,850	\$0	0%
BUILDING CLEANING SERVICE	\$36,540	\$45,600	\$45,600	\$0	0%

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
TRAFFIC CONTROL PAINTING	\$93,713	\$102,673	\$138,673	\$36,000	35%
PROFESSIONAL/TECH SERVICE	\$7,500	\$1,850	\$1,850	\$0	0%
CONTRACT LABORERS	\$39,768	\$25,600	\$25,600	\$0	0%
WIRELESS COMMUNICATIONS	\$24,063	\$23,800	\$23,800	\$0	0%
POSTAGE	\$5,745	-	-	\$0	-
PRINTING SERVICES	\$4,155	-	-	\$0	-
LICENSES	\$1,008	\$1,000	\$1,000	\$0	0%
UNIFORM CLEANING SERVICES	\$9,530	\$10,000	\$10,000	\$0	0%
<b>SERVICES TOTAL</b>	<b>\$744,395</b>	<b>\$526,685</b>	<b>\$562,685</b>	<b>\$36,000</b>	<b>7%</b>
SUPPLIES					
OFFICE SUPPLIES	\$3,564	\$4,000	\$4,000	\$0	0%
EQUIPMENT MAINT SUPPLIES	-	\$3,000	\$3,000	\$0	0%
PARKING METER PARTS/SUPPLIES	\$6,635	\$31,175	\$31,175	\$0	0%
MAINTENANCE SUPPLIES	\$11,242	\$8,000	\$8,000	\$0	0%
SNOW & ICE CONTROL SUPP	\$217,061	\$125,000	\$125,000	\$0	0%
CONSTRUCTION SUPPLIES	\$108,600	\$209,463	\$209,463	\$0	0%
OILS & LUBRICANTS	\$26,543	\$25,000	\$25,000	\$0	0%
TIRES	\$71,222	\$43,850	\$43,850	\$0	0%
MOTOR VEHICLE SUPPLIES	\$537,660	\$273,779	\$273,779	\$0	0%
BOOKS & PERIODICALS	\$383	-	-	\$0	-
UNIFORMS & PROTECTIVE CLO	\$12,880	\$10,520	\$10,520	\$0	0%
<b>SUPPLIES TOTAL</b>	<b>\$995,791</b>	<b>\$733,787</b>	<b>\$733,787</b>	<b>\$0</b>	<b>0%</b>
OTHER					
EDUCATION/TRAINING/CONFERENCES	\$6,599	\$4,000	\$4,000	\$0	0%
PROPERTY DAMAGE	-	\$2,000	\$2,000	\$0	0%
<b>OTHER TOTAL</b>	<b>\$6,599</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$0</b>	<b>0%</b>
UTILITIES					
ELECTRICITY	\$498,185	\$508,500	\$519,558	\$11,058	2%
NATURAL GAS	\$49,367	\$47,794	\$50,318	\$2,524	5%
GASOLINE	\$102,295	\$68,455	\$73,442	\$4,987	7%
DIESEL	\$146,288	\$149,992	\$161,709	\$11,717	8%
WATER	\$12,613	\$12,875	\$12,981	\$106	1%
<b>UTILITIES TOTAL</b>	<b>\$808,747</b>	<b>\$787,616</b>	<b>\$818,008</b>	<b>\$30,392</b>	<b>4%</b>
BUDGETED CAPITAL					
TRUCKS- BUD	\$62,520	-	-	\$0	-
LEASED ROLLING STOCK	\$296,652	\$371,922	-	-\$371,922	-100%
BUD-MAINTENANCE EQUIPMENT	\$15,288	\$10,000	-	-\$10,000	-100%
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$374,460</b>	<b>\$381,922</b>	<b>-</b>	<b>-\$381,922</b>	<b>-100%</b>
<b>HIGHWAY TOTAL</b>	<b>\$6,075,913</b>	<b>\$6,046,081</b>	<b>\$5,719,579</b>	<b>-\$326,502</b>	<b>-5%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$6,075,913</b>	<b>\$6,046,081</b>	<b>\$5,719,579</b>	<b>-\$326,502</b>	<b>-5%</b>
<b>EXPENSES TOTAL</b>	<b>\$6,075,913</b>	<b>\$6,046,081</b>	<b>\$5,719,579</b>	<b>-\$326,502</b>	<b>-5%</b>

**DPW Road Maintenance Subdivision**

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
HIGHWAY					
SALARIES	\$695,920	\$1,080,130	\$1,079,192	-\$938	0%
SERVICES	\$5,455	\$6,203	\$6,203	\$0	0%
SUPPLIES	\$64,978	\$136,776	\$136,776	\$0	0%
OTHER	\$4,599	\$2,000	\$2,000	\$0	0%
BUDGETED CAPITAL	\$253,089	\$241,222	-	-\$241,222	-100%
<b>HIGHWAY TOTAL</b>	<b>\$1,024,041</b>	<b>\$1,466,331</b>	<b>\$1,224,171</b>	<b>-\$242,160</b>	<b>-17%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$1,024,041</b>	<b>\$1,466,331</b>	<b>\$1,224,171</b>	<b>-\$242,160</b>	<b>-17%</b>
<b>EXPENSES TOTAL</b>	<b>\$1,024,041</b>	<b>\$1,466,331</b>	<b>\$1,224,171</b>	<b>-\$242,160</b>	<b>-17%</b>

# 5.A.

## DPW Cleaning Subdivision

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
HIGHWAY					
SALARIES	\$722,087	\$904,189	\$900,902	-\$3,286	0%
SERVICES	\$440	\$776	\$776	\$0	0%
SUPPLIES	\$4,056	\$6,900	\$6,900	\$0	0%
BUDGETED CAPITAL	\$90,149	\$90,149	-	-\$90,149	-100%
<b>HIGHWAY TOTAL</b>	<b>\$816,732</b>	<b>\$1,002,014</b>	<b>\$908,578</b>	<b>-\$93,435</b>	<b>-9%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$816,732</b>	<b>\$1,002,014</b>	<b>\$908,578</b>	<b>-\$93,435</b>	<b>-9%</b>
<b>EXPENSES TOTAL</b>	<b>\$816,732</b>	<b>\$1,002,014</b>	<b>\$908,578</b>	<b>-\$93,435</b>	<b>-9%</b>

## DPW Snow Removal Subdivision

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
HIGHWAY					
SALARIES	\$255,210	\$112,052	\$110,752	-\$1,300	-1%
SERVICES	\$245,983	\$134,185	\$134,185	\$0	0%
SUPPLIES	\$413,490	\$163,268	\$163,268	\$0	0%
OTHER	\$2,000	\$2,000	\$2,000	\$0	0%
BUDGETED CAPITAL	-	\$50,551	-	-\$50,551	-100%
<b>HIGHWAY TOTAL</b>	<b>\$916,682</b>	<b>\$462,056</b>	<b>\$410,205</b>	<b>-\$51,851</b>	<b>-11%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$916,682</b>	<b>\$462,056</b>	<b>\$410,205</b>	<b>-\$51,851</b>	<b>-11%</b>
<b>EXPENSES TOTAL</b>	<b>\$916,682</b>	<b>\$462,056</b>	<b>\$410,205</b>	<b>-\$51,851</b>	<b>-11%</b>

## DPW Traffic Subdivision

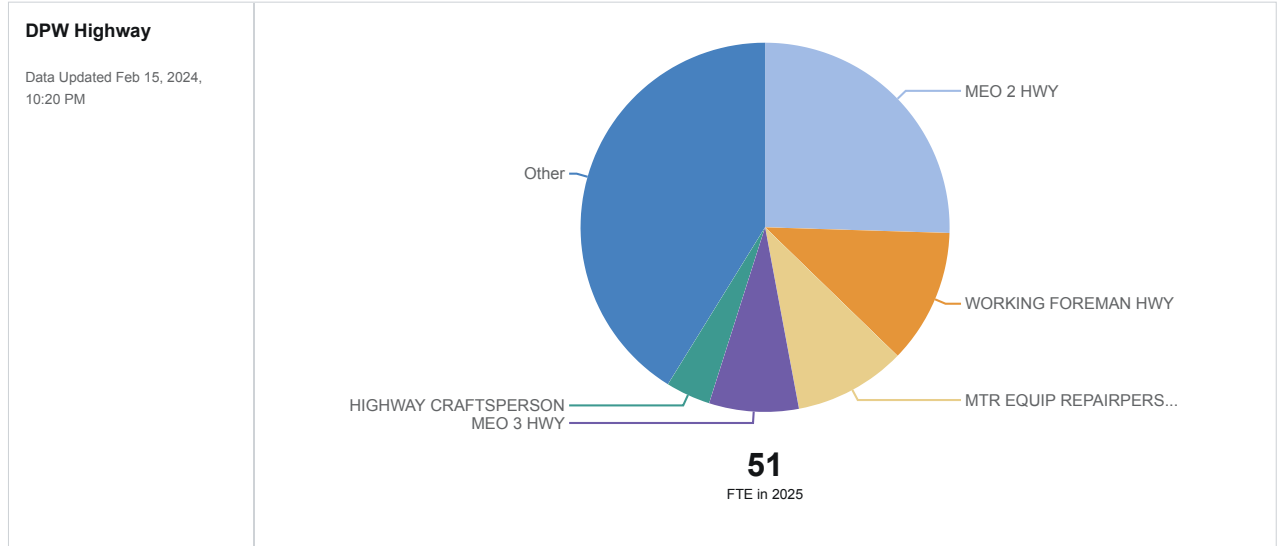
	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
HIGHWAY					
SALARIES	\$578,067	\$614,310	\$614,573	\$263	0%
SERVICES	\$142,086	\$169,449	\$205,449	\$36,000	21%
SUPPLIES	\$55,376	\$96,665	\$96,665	\$0	0%
UTILITIES	\$397,753	\$398,500	\$417,922	\$19,422	5%
BUDGETED CAPITAL	\$31,222	-	-	\$0	-
<b>HIGHWAY TOTAL</b>	<b>\$1,204,504</b>	<b>\$1,278,924</b>	<b>\$1,334,609</b>	<b>\$55,685</b>	<b>4%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$1,204,504</b>	<b>\$1,278,924</b>	<b>\$1,334,609</b>	<b>\$55,685</b>	<b>4%</b>
<b>EXPENSES TOTAL</b>	<b>\$1,204,504</b>	<b>\$1,278,924</b>	<b>\$1,334,609</b>	<b>\$55,685</b>	<b>4%</b>

## DPW M.E. Maintenance Subdivision

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
HIGHWAY					
SALARIES	\$894,636	\$899,391	\$893,680	-\$5,711	-1%
SERVICES	\$350,431	\$216,072	\$216,072	\$0	0%
SUPPLIES	\$457,891	\$330,178	\$330,178	\$0	0%

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
OTHER	-	\$2,000	\$2,000	\$0	0%
UTILITIES	\$410,994	\$389,116	\$400,086	\$10,970	3%
<b>HIGHWAY TOTAL</b>	<b>\$2,113,952</b>	<b>\$1,836,757</b>	<b>\$1,842,016</b>	<b>\$5,259</b>	<b>0%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$2,113,952</b>	<b>\$1,836,757</b>	<b>\$1,842,016</b>	<b>\$5,259</b>	<b>0%</b>
<b>EXPENSES TOTAL</b>	<b>\$2,113,952</b>	<b>\$1,836,757</b>	<b>\$1,842,016</b>	<b>\$5,259</b>	<b>0%</b>

## FY25 FTE Salary



### DPW Highway

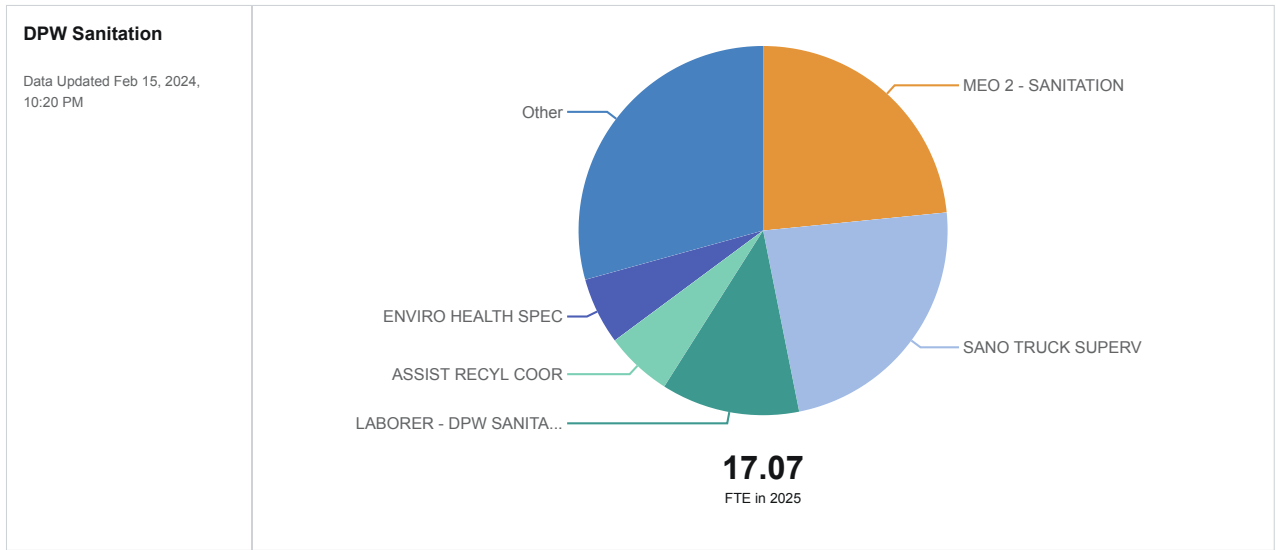
	FTE Salary	FTE Count
FLEET SUPERVISOR	99,994.47	1.00
OPERATIONS MANAGER HWY	99,994.47	1.00
GEN FOREMAN HWY - DPW HWY	89,533.44	1.00
TRAF/FR ALARMSYSSUPV	92,395.57	1.00
MER FOREMAN HWY - DPW HWY	84,651.17	1.00
SUPT OF FIRE ALARM	85,940.11	1.00
CONSTR SUPV HWY	73,787.83	1.00
SIGNAL MAINTAINER	72,120.10	1.00
TRAF SYS TECHNICIAN	69,498.71	1.00
ADMIN ASSISTANT HWY	64,153.39	1.00
WORKING FOREMAN MER HWY - DPW HWY	138,998.29	2.00
WELDER/METAL FAB	69,498.71	1.00
SUPV CONSTR TRADES HWY	69,498.71	1.00
WORKING FOREMAN HWY	402,561.65	6.00
MTR EQUIP REPAIRPERS HWY	335,468.04	5.00
STOREKEEPER HWY	67,092.54	1.00
MEO 3 HWY	263,055.46	4.00
MASON	59,086.82	1.00
HIGHWAY CRAFTSPERSON	118,174.58	2.00
CARP LAB CRAFTSPER - DPW HWY	59,083.61	1.00
MEO 2 HWY	768,134.33	13.00
PAINTER AND LABORER	113,046.34	2.00
MEO 1 HWY	113,046.34	2.00
<b>TOTAL</b>	<b>3,408,814.66</b>	<b>51.00</b>

# 5.A.

## DPW Sanitation Detailed

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
SANITATION					
SALARIES					
PERMANENT FULL TIME	\$907,657	\$1,081,330	\$1,032,356	-\$48,974	-5%
WORKING OUT OF CLASS	\$9,952	\$7,587	\$7,587	\$0	0%
OVERTIME PAY	\$4,624	\$139,318	\$139,318	\$0	0%
OT EMERGENCY	\$474	-	-	\$0	-
OT SCHEDULED	\$142,991	-	-	\$0	-
OT SPECIAL EVENTS	\$1,284	-	-	\$0	-
PART TIME TEMPORARY SAL	\$12,132	\$66,203	\$64,275	-\$1,928	-3%
LONGEVITY PAY	\$4,700	\$7,100	\$6,850	-\$250	-4%
EXTRA COMPENSATION	-	\$550	\$550	\$0	0%
SICK PAY BUYOUT	\$1,922	-	-	\$0	-
VACATION BUYOUT	\$4,793	-	-	\$0	-
A DAY BUYOUT	\$2,870	-	-	\$0	-
CLOTHING-UNIFORM ALLOWANCE	\$5,400	\$6,800	\$6,800	\$0	0%
<b>SALARIES TOTAL</b>	<b>\$1,098,797</b>	<b>\$1,308,888</b>	<b>\$1,257,736</b>	<b>-\$51,152</b>	<b>-4%</b>
SERVICES					
D P EQUIP R & M	-	\$2,700	\$2,700	\$0	0%
COMPUTER SOFTWARE R & M	\$6,140	\$11,800	\$11,800	\$0	0%
OTHER EQUIP R & M	\$20,456	\$5,250	\$5,250	\$0	0%
OTHER RENTALS/LEASES	\$8,412	-	-	\$0	-
SOLID WASTE DISPOSAL CT	\$2,753,554	\$3,476,775	\$3,614,433	\$137,658	4%
OFFICE/CLERICAL SERVICES	\$14,739	\$24,000	\$24,000	\$0	0%
PROFESSIONAL/TECH SERVICE	\$6,724	\$6,540	\$6,540	\$0	0%
POSTAGE	\$6,965	-	-	\$0	-
<b>SERVICES TOTAL</b>	<b>\$2,816,990</b>	<b>\$3,527,065</b>	<b>\$3,664,723</b>	<b>\$137,658</b>	<b>4%</b>
SUPPLIES					
OFFICE SUPPLIES	\$2,304	\$1,000	\$1,000	\$0	0%
RECYCLING SUPPLIES	\$66,268	\$79,000	\$79,000	\$0	0%
MEALS & RECEPTIONS	\$1,065	-	-	\$0	-
CONSTRUCTION SUPPLIES	\$3,063	\$3,000	\$3,000	\$0	0%
UNIFORMS & PROTECTIVE CLO	\$6,358	\$4,640	\$4,640	\$0	0%
<b>SUPPLIES TOTAL</b>	<b>\$79,059</b>	<b>\$87,640</b>	<b>\$87,640</b>	<b>\$0</b>	<b>0%</b>
OTHER					
EDUCATION/TRAINING/CONFERENCES	\$4,143	\$10,000	\$10,000	\$0	0%
<b>OTHER TOTAL</b>	<b>\$4,143</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$0</b>	<b>0%</b>
UTILITIES					
ELECTRICITY	\$11,872	\$21,845	\$21,110	-\$735	-3%
<b>UTILITIES TOTAL</b>	<b>\$11,872</b>	<b>\$21,845</b>	<b>\$21,110</b>	<b>-\$735</b>	<b>-3%</b>
BUDGETED CAPITAL					
LEASED ROLLING STOCK	\$41,419	\$84,336	-	-\$84,336	-100%
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$41,419</b>	<b>\$84,336</b>	<b>-</b>	<b>-\$84,336</b>	<b>-100%</b>
<b>SANITATION TOTAL</b>	<b>\$4,052,281</b>	<b>\$5,039,774</b>	<b>\$5,041,209</b>	<b>\$1,435</b>	<b>0%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$4,052,281</b>	<b>\$5,039,774</b>	<b>\$5,041,209</b>	<b>\$1,435</b>	<b>0%</b>
<b>EXPENSES TOTAL</b>	<b>\$4,052,281</b>	<b>\$5,039,774</b>	<b>\$5,041,209</b>	<b>\$1,435</b>	<b>0%</b>

## FY25 FTE Salary



**DPW Sanitation**

	FTE Salary	FTE Count
CODE ENFORCE INSPECT SVCS MGR	83,163.69	1.00
ENVIRO HEALTH SUPV	88,030.24	1.00
ZERO WASTE PROGRAM MGR	84,644.25	1.00
SANITATION FOREMAN	75,004.73	1.00
ENVIRO HEALTH SPEC	70,949.20	1.00
ASSIST RECYL COOR	60,436.12	1.00
SANO TRUCK SUPERV	263,055.46	4.00
MEO 2 - SANITATION	236,347.00	4.00
TRSFRT STA SCALE OPER	70,724.82	1.00
LABORER - DPW SANITATION	64,274.94	2.07
<b>TOTAL</b>	<b>1,096,630.45</b>	<b>17.07</b>

5.A.  
**DEPARTMENT OF PUBLIC WORKS**  
**PERFORMANCE / WORKLOAD INDICATORS**

	ACTUAL FY2022	ESTIMATE FY2023	ACTUAL FY2023	ESTIMATE FY2024	ESTIMATE FY2025
<b><u>ENGINEERING/ TRANSPORTATION</u></b>					
% of Roadway Pavement Treatment	7.0%	10.0%	9.0%	10.0%	5.0%
% of Roadway Pavement Reconstruction	1.5%	2.0%	2.0%	2.0%	5.0%
Average Roadway Surface Rating (RSR) For all Streets and Road Segments* *Updated every 3 years	*	*	68.20	TBD	TBD
Overnight Parking Spaces (average utilization)	174	130	165	130	130
Street Permits DPW/Street, W&S, Occupancy	895	800	659	800	800
Public Utility Construction Reviews	45	10	52	10	10
Traffic Counts	33	30	21	40	30
Reduction of Motor Vehicle Speed Post-Traffic Calming Measures	>5MPH	>5MPH	>5MPH	>5MPH	>5MPH
Taxi Cab Licenses	0	5	1	5	5
Inspections of Town Licensed Taxi Cabs	0	5	0	0	5
Contracts Administered	34	15	38	15	30
Parking Permits Commercial	796	650	640	650	650
Residential	2,714	2,500	2,734	2,500	2,500
Temporary	5,334	8,000	6,000	8,000	8,000
Moving Construction Signs	9,850	10,000	10,000	10,000	10,000
Parking/Traffic Inquiries	>5,000	>5,000	>5,000	>5,000	>5,000

**PERFORMANCE / WORKLOAD INDICATORS (Con't.)**

	ACTUAL FY2022	ESTIMATE FY2023	ACTUAL FY2023	ESTIMATE FY2024	ESTIMATE FY2025
<b><u>HIGHWAY</u></b>					
Snow Accumulation	53.1	47	13	47	47
Snow Removal By-Law Enforcement Citations Issued	254	160	7	250	250
Concrete Sidewalks Placed (cu. yds.)	572	700	97	700	500
Asphalt Installed (tons)	900	950	981	950	950
Recycled Roadway Products (tons)	1,000	1,500	200	1400	1000
Sign Installations	350	350	369	375	375
Traffic Signal Repair Calls	75	75	88	80	80
Fire Alarm Service Calls	10	5	16	10	10
Parking Meter Repairs	835	800	754	750	750
Service Calls	1,055	1,200	1,044	1,200	1200
Pavement Markings Crosswalks Lines	809,999	650 800,000	831,653	800,000	800000
Street Light Outages	54	50	109	55	55
% of CDL Drivers Drug/ Alcohol tested	75%	75%	75%	75%	75%
Statutory Inspections of Town-owned Vehicles	439	400	439	440	440
Scheduled Preventative Maintenance Work Orders (Vehicles)	850	900	850	900	900
Automotive Technician Training Session Hours	180	200	165	200	200
Street Cleaning (tons)	1,095	800	949	800	800

# 5.A.

## PERFORMANCE / WORKLOAD INDICATORS (Con't.)

	ACTUAL FY2022	ESTIMATE FY2023	ACTUAL FY2023	ESTIMATE FY2024	ESTIMATE FY2025
<b>SANITATION</b>					
Solid Waste (tons)	8,297	8,000	8,177	8000	8000
Collection/Disposal Cost per ton	\$320	\$320	\$320	\$340	320
Recycling (tons)					
Commingled Paper	4,420	4,800	4,147	4800	4500
Cost per ton	\$434	\$350	\$456	\$434	460
Metal	120	120	127	120	120
Composting (tons)	4,500	5,000	2,500	5000	3500
% of Solid Waste Diverted Due to Recyc. Compost	55.0%	55.0%	51.0%	57%	57.00%
Commercial Refuse Establishments	63	70	62	65	65

## PERFORMANCE / WORKLOAD INDICATORS (Con't.)

	ACTUAL FY2022	ESTIMATE FY2023	ACTUAL FY2023	ESTIMATE FY2024	ESTIMATE FY2025
<b>PARKS AND OPEN SPACE</b>					
Wetlands Permits and Certificates Issued					
	7	8	10	8	7
Turf Grass Restoration Program in Acres					
	58	125	115	130	130
Graffiti Removed (# sites)					
	10	25	25	25	30
Landscape Improvements to School Grounds incl. Aeration, Overseeding (acres)					
	11	25	14	20	20
Vandalism Repairs					
	0	5	0	5	2
Maintenance Requests Closed within 3 days					
	>85%	>85%	>85%	>85%	>85%
Public Shade Trees Removed					
	244	210	177	200	210
Street Trees Planted					
	268	375	399	350	360
Park & Open Space Trees Planted					
	27	50	132	50	85
Dangerous Limbs and Hangers Removed					
	248	250	255	200	240
Pruning and Lifting Trees on Streets (# of streets)					
	6	8	2	10	15
Citizen Requests for Pruning of Town-owned Trees					
	375	425	396	350	385
Cemetery:					
Burials	70	69	67	72	70
Headstones Set	32	24	40	27	35
Plots sold	51	39	41	42	50



# 5.A.

## DPW Parks Detailed

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
PARKS & OPEN SPACES					
SALARIES					
PERMANENT FULL TIME	\$2,090,749	\$2,392,106	\$2,538,718	\$146,612	6%
SHIFT DIFFERENTIAL	\$255	\$1,957	\$1,957	\$0	0%
WORKING OUT OF CLASS	\$1,963	\$4,633	\$4,633	\$0	0%
OVERTIME PAY	\$22,041	\$119,495	\$119,295	-\$200	0%
OT EMERGENCY	\$8,136	\$26,788	\$26,788	\$0	0%
OT SCHEDULED	\$175,992	-	-	\$0	-
OT SPECIAL EVENTS	\$10,500	\$8,418	\$8,418	\$0	0%
PART TIME TEMPORARY SAL	\$152,552	\$206,961	\$206,960	-\$1	0%
LONGEVITY PAY	\$12,683	\$19,750	\$13,950	-\$5,800	-29%
EXTRA COMPENSATION	-	\$9,250	\$9,250	\$0	0%
SICK PAY BUYOUT	\$14,963	-	-	\$0	-
VACATION BUYOUT	\$50,213	-	-	\$0	-
A DAY BUYOUT	\$5,202	-	-	\$0	-
CLOTHING-UNIFORM ALLOWANCE	\$14,744	\$12,000	\$12,000	\$0	0%
OFFSET	-	-\$150,501	-\$150,501	\$0	0%
<b>SALARIES TOTAL</b>	<b>\$2,559,993</b>	<b>\$2,650,857</b>	<b>\$2,791,468</b>	<b>\$140,611</b>	<b>5%</b>
SERVICES					
BOTTLED WATER SERVICE	\$947	-	-	\$0	-
OFFICE EQUIP R & M	-	\$200	\$200	\$0	0%
D P EQUIP R & M	-	\$2,536	\$2,536	\$0	0%
COMPUTER SOFTWARE R & M	-	\$3,000	\$3,000	\$0	0%
OTHER EQUIP R & M	-	\$50	\$50	\$0	0%
R & M LARZ PAVILION/RINK	\$124,863	\$122,600	\$124,600	\$2,000	2%
COPY EQUIP RENTAL/LEASES	\$810	\$1,293	\$1,293	\$0	0%
PHOTOCOPY SERVICE CONTRAC	-	\$76	\$76	\$0	0%
EQUIP CLEANING/REPAIR/MAINT	\$1,565	\$3,500	\$3,500	\$0	0%
LANDSCAPING SERVICES	\$664,012	\$780,860	\$800,127	\$19,267	2%
EDUCATION/TRAINING SERVIC	\$90	-	-	\$0	-
GENERAL CONSULT SERVICES	\$2,196	\$3,000	\$3,000	\$0	0%
PROFESSIONAL/TECH SERVICE	\$9,720	\$5,000	\$54,998	\$49,998	1,000%
WIRELESS COMMUNICATIONS	\$8,896	\$9,250	\$9,250	\$0	0%
PRINTING SERVICES	\$5,033	\$8,000	\$8,000	\$0	0%
ADVERTISING SERVICES	\$4,776	\$200	\$200	\$0	0%
LICENSES	\$790	\$1,000	\$1,000	\$0	0%
PEST CONTROL SERVICES	\$73	\$1,500	\$1,500	\$0	0%
SUBSCRIPTIONS	\$720	-	-	\$0	-
<b>SERVICES TOTAL</b>	<b>\$824,489</b>	<b>\$942,065</b>	<b>\$1,013,330</b>	<b>\$71,265</b>	<b>8%</b>
SUPPLIES					
OFFICE SUPPLIES	\$6,762	\$4,000	\$4,000	\$0	0%
MAINTENANCE SUPPLIES	\$34,630	\$27,000	\$27,000	\$0	0%
AGRICULTURAL SUPPLIES	\$90,804	\$109,000	\$109,000	\$0	0%
MEALS & RECEPTIONS	\$1,589	\$50	\$50	\$0	0%
CONSTRUCTION SUPPLIES	\$17,060	\$43,378	\$43,378	\$0	0%
BOOKS & PERIODICALS	\$60	-	-	\$0	-
SAFETY SUPPLIES	-	\$900	\$900	\$0	0%
UNIFORMS & PROTECTIVE CLO	\$9,037	\$10,630	\$10,630	\$0	0%
<b>SUPPLIES TOTAL</b>	<b>\$159,943</b>	<b>\$194,958</b>	<b>\$194,958</b>	<b>\$0</b>	<b>0%</b>
OTHER					
EDUCATION/TRAINING/CONFERENCES	\$8,859	\$8,500	\$8,500	\$0	0%
OTHER TRAVEL	\$132	\$100	\$100	\$0	0%
PROFESSIONAL DUES/MEMBERS	\$1,793	\$3,000	\$3,000	\$0	0%

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>OTHER TOTAL</b>	<b>\$10,785</b>	<b>\$11,600</b>	<b>\$11,600</b>	<b>\$0</b>	<b>0%</b>
UTILITIES					
ELECTRICITY	\$40,559	\$40,825	\$33,331	-\$7,494	-18%
NATURAL GAS	\$16,197	\$9,195	\$12,118	\$2,923	32%
HEATING OIL	\$1,888	\$1,250	\$1,250	\$0	0%
GASOLINE	\$55,301	\$61,730	\$64,036	\$2,306	4%
DIESEL	\$14,513	\$25,437	\$24,189	-\$1,248	-5%
WATER	\$288,246	\$233,862	\$295,450	\$61,589	26%
<b>UTILITIES TOTAL</b>	<b>\$416,704</b>	<b>\$372,299</b>	<b>\$430,374</b>	<b>\$58,076</b>	<b>16%</b>
BUDGETED CAPITAL					
TRUCKS- BUD	\$21,627	\$58,000	-	-\$58,000	-100%
LEASED ROLLING STOCK	\$174,297	\$360,017	-	-\$360,017	-100%
BUD-MAINTENANCE EQUIPMENT	\$14,517	\$173,000	-	-\$173,000	-100%
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$210,440</b>	<b>\$591,017</b>	<b>-</b>	<b>-\$591,017</b>	<b>-100%</b>
<b>PARKS &amp; OPEN SPACES TOTAL</b>	<b>\$4,182,354</b>	<b>\$4,762,796</b>	<b>\$4,441,730</b>	<b>-\$321,066</b>	<b>-7%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$4,182,354</b>	<b>\$4,762,796</b>	<b>\$4,441,730</b>	<b>-\$321,066</b>	<b>-7%</b>
<b>EXPENSES TOTAL</b>	<b>\$4,182,354</b>	<b>\$4,762,796</b>	<b>\$4,441,730</b>	<b>-\$321,066</b>	<b>-7%</b>

## DPW Parks Conservation Subdivision

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
PARKS & OPEN SPACES					
SALARIES	\$111,487	\$135,635	\$215,362	\$79,727	59%
SERVICES	\$2,196	\$5,300	\$5,300	\$0	0%
SUPPLIES	\$1,941	\$1,500	\$1,500	\$0	0%
OTHER	\$2,978	\$2,100	\$2,100	\$0	0%
<b>PARKS &amp; OPEN SPACES TOTAL</b>	<b>\$118,602</b>	<b>\$144,535</b>	<b>\$224,262</b>	<b>\$79,727</b>	<b>55%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$118,602</b>	<b>\$144,535</b>	<b>\$224,262</b>	<b>\$79,727</b>	<b>55%</b>
<b>EXPENSES TOTAL</b>	<b>\$118,602</b>	<b>\$144,535</b>	<b>\$224,262</b>	<b>\$79,727</b>	<b>55%</b>

## DPW Parks Public Grounds Subdivision

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
PARKS & OPEN SPACES					
SALARIES	\$1,038,167	\$1,098,258	\$1,190,853	\$92,595	8%
SERVICES	\$610,152	\$633,537	\$647,714	\$14,177	2%
SUPPLIES	\$98,660	\$139,780	\$139,780	\$0	0%
OTHER	\$7,807	\$9,000	\$9,000	\$0	0%
UTILITIES	\$371,430	\$336,469	\$383,829	\$47,361	14%
BUDGETED CAPITAL	\$183,954	\$125,871	-	-\$125,871	-100%
<b>PARKS &amp; OPEN SPACES TOTAL</b>	<b>\$2,310,169</b>	<b>\$2,342,915</b>	<b>\$2,371,176</b>	<b>\$28,261</b>	<b>1%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$2,310,169</b>	<b>\$2,342,915</b>	<b>\$2,371,176</b>	<b>\$28,261</b>	<b>1%</b>
<b>EXPENSES TOTAL</b>	<b>\$2,310,169</b>	<b>\$2,342,915</b>	<b>\$2,371,176</b>	<b>\$28,261</b>	<b>1%</b>

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## DPW Parks School Grounds Subdivision

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
PARKS & OPEN SPACES					
SALARIES	\$828,482	\$789,121	\$716,399	-\$72,722	-9%
SERVICES	\$50,818	\$118,177	\$121,027	\$2,850	2%
SUPPLIES	\$46,762	\$43,698	\$43,698	\$0	0%
UTILITIES	\$41,898	\$32,445	\$42,945	\$10,500	32%
BUDGETED CAPITAL	-	\$54,933	-	-\$54,933	-100%
<b>PARKS &amp; OPEN SPACES TOTAL</b>	<b>\$967,961</b>	<b>\$1,038,374</b>	<b>\$924,069</b>	<b>-\$114,305</b>	<b>-11%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$967,961</b>	<b>\$1,038,374</b>	<b>\$924,069</b>	<b>-\$114,305</b>	<b>-11%</b>
<b>EXPENSES TOTAL</b>	<b>\$967,961</b>	<b>\$1,038,374</b>	<b>\$924,069</b>	<b>-\$114,305</b>	<b>-11%</b>

## DPW Parks Forestry Subdivision

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
PARKS & OPEN SPACES					
SALARIES	\$234,036	\$318,717	\$451,912	\$133,195	42%
SERVICES	\$160,973	\$171,015	\$175,253	\$4,238	2%
SUPPLIES	\$10,392	\$6,600	\$6,600	\$0	0%
BUDGETED CAPITAL	\$26,486	\$410,213	-	-\$410,213	-100%
<b>PARKS &amp; OPEN SPACES TOTAL</b>	<b>\$431,888</b>	<b>\$906,545</b>	<b>\$633,765</b>	<b>-\$272,780</b>	<b>-30%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$431,888</b>	<b>\$906,545</b>	<b>\$633,765</b>	<b>-\$272,780</b>	<b>-30%</b>
<b>EXPENSES TOTAL</b>	<b>\$431,888</b>	<b>\$906,545</b>	<b>\$633,765</b>	<b>-\$272,780</b>	<b>-30%</b>

## DPW Parks Cemetery Subdivision

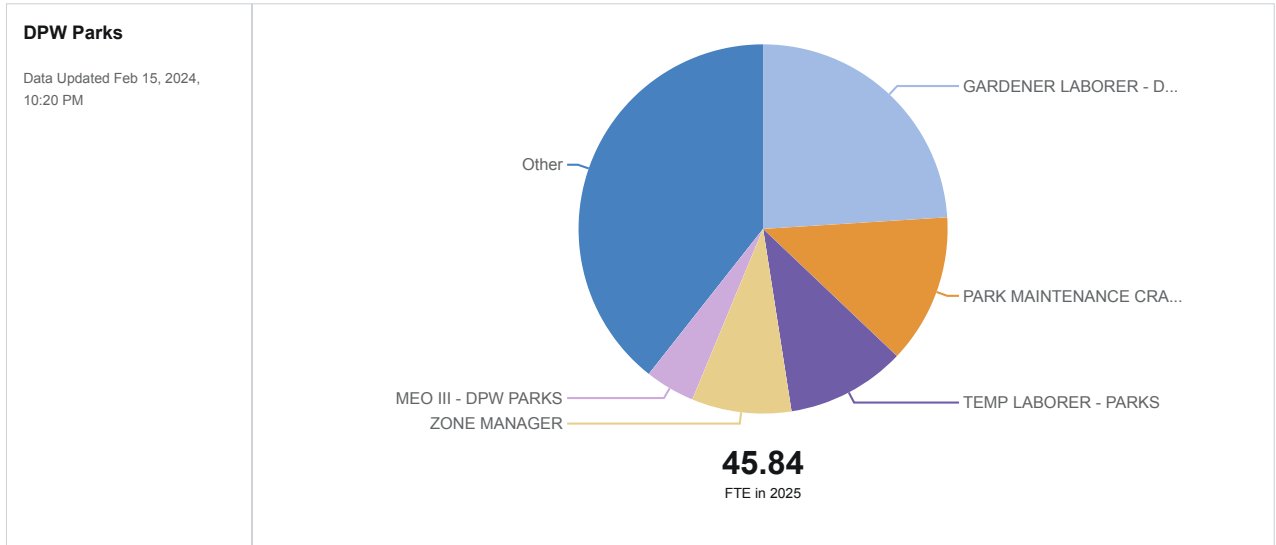
	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
PARKS & OPEN SPACES					
SALARIES	\$238,238	\$237,715	\$216,942	-\$20,773	-9%
SERVICES	\$350	\$14,036	\$14,036	\$0	0%
SUPPLIES	\$2,187	\$3,380	\$3,380	\$0	0%
OTHER	-	\$500	\$500	\$0	0%
UTILITIES	\$3,375	\$3,385	\$3,600	\$215	6%
<b>PARKS &amp; OPEN SPACES TOTAL</b>	<b>\$244,150</b>	<b>\$259,016</b>	<b>\$238,458</b>	<b>-\$20,558</b>	<b>-8%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$244,150</b>	<b>\$259,016</b>	<b>\$238,458</b>	<b>-\$20,558</b>	<b>-8%</b>
<b>EXPENSES TOTAL</b>	<b>\$244,150</b>	<b>\$259,016</b>	<b>\$238,458</b>	<b>-\$20,558</b>	<b>-8%</b>

# 5.A.

## DPW Parks Sustainability

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
PARKS & OPEN SPACES					
SERVICES	-	-	\$50,000	\$50,000	-
PARKS & OPEN SPACES TOTAL	-	-	\$50,000	\$50,000	-
DEPARTMENT OF PUBLIC WORKS TOTAL	-	-	\$50,000	\$50,000	-
EXPENSES TOTAL	-	-	\$50,000	\$50,000	-

# FY25 FTE Salary



**DPW Parks**

	FTE Salary	FTE Count
SENIOR LANDSCAPE ARCHITECT	108,733.10	1.00
TREE WARDEN	103,127.49	1.00
OPERATIONS MANAGER - PARKS	99,994.00	1.00
CONSERVATION ADMINISTRATOR	99,994.47	1.00
GENERAL FOREMAN - DPW PARKS	91,010.24	1.00
GENERAL FOREMAN - FORESTRY	88,079.67	1.00
LANDSCAPE PLANNER/ARCHITECT	91,551.27	1.00
CODE ENFORCEMENT SUPERVISOR	85,602.61	1.00
CEMETERY SUPERVISOR	72,589.84	1.00
FORESTRY SUPERVISOR	75,004.73	1.00
MEO III - FORESTRY	65,764.07	1.00
ADMINISTRATIVE ASSISTANT - DPW PARKS	64,153.20	1.00
CONSERVATION ASSISTANT	59,073.70	1.00
PARK RANGER	70,949.20	1.00
ZONE MANAGER	268,374.42	4.00
FORESTRY ZONE MANAGER	67,093.60	1.00
MEO III - DPW PARKS	131,528.14	2.00
GARDENER LABORER - DPW PARKS	621,754.88	11.00
TEMP LABORER - PARKS	150,006.11	4.79
PARK RANGER - PT	56,454.30	1.75
STUDENT INTERN PARKS	500.00	0.30
PARK MAINTENANCE CRAFTSMAN	354,522.34	6.00
ATHLETIC FIELDS SUPV	72,590.00	1.00
<b>TOTAL</b>	<b>2,898,451.39</b>	<b>45.84</b>

PERFORMANCE / WORKLOAD INDICATORS (Con't)

	ACTUAL FY2022	ESTIMATE FY2023	ACTUAL FY2023	ESTIMATE FY2024	ESTIMATE FY2025
<b><u>PARKS AND OPEN SPACE</u></b>					
Wetlands Permits and Certificates Issued	7	8	10	8	7
Turf Grass Restoration Program in Acres	58	125	115	130	130
Graffiti Removed (# sites)	10	25	25	25	30
Landscape Improvements to School Grounds incl. Aeration, Overseeding (acres)	11	25	14	20	20
Vandalism Repairs	0	5	0	5	2
Maintenance Requests Closed within 3 days	>85%	>85%	>85%	>85%	>85%
Public Shade Trees Removed	244	210	177	200	210
Street Trees Planted	268	375	399	350	360
Park & Open Space Trees Planted	27	50	132	50	85
Dangerous Limbs and Hangers Removed	248	250	255	200	240
Pruning and Lifting Trees on Streets (# of streets)	6	8	2	10	15
Citizen Requests for Pruning of Town-owned Trees	375	425	396	350	385
Cemetery:					
Burials	70	69	67	72	70
Headstones Set	32	24	40	27	35
Plots sold	51	39	41	42	50

## Town of Brookline FY25 Program Budget

### Public Facilities | Water and Sewer Enterprise Fund



#### Program Description

The Water and Sewer Division is responsible for operating and maintaining the municipal water distribution system, the sanitary sewer system, and the stormwater collection system in accordance with industry standards and all applicable federal, state, and local regulations, including those promulgated by the Massachusetts Water Resources Authority (MWRA). The Division is also responsible for monitoring and making recommendations for improvements in water conservation and usage at Town-owned facilities. The goals of the Division are to provide adequate and reliable water for domestic use and fire protection and to safely collect and convey wastewater from homes, businesses, institutions, and roadways. The specific functions are outlined under the Water and Sewer Sub-programs below.

The finances are handled via an Enterprise Fund, which was established by Town Meeting in 2001 when the provisions of Chapter 44, Section 53F1/2 were accepted. Prior to that vote, the Water and Sewer operations were accounted for in the General Fund. Treating the Water and Sewer operation as an enterprise fund allows for the use of the full accrual basis of accounting, a requirement of the Government Accounting Standards Board's (GASB) statement #34. The Enterprise Fund fully reimburses the General Fund for expenses incurred on behalf of the water and sewer operation, including fringe benefits.

The **Water Sub-program** is responsible for maintaining and operating the municipal water distribution system in accordance with industry standards promulgated by the American Water Works Association and all applicable state and federal regulations. The goals of the Division are to provide adequate and reliable water for domestic use and fire protection while promoting the health, safety, and welfare of the community. The specific functions of the Sub-program are:

1. Maintenance and repair of 136 miles of water mains, 11,060 service connections, 1,506 hydrants, and 2,032 valves;
2. Maintenance of 11,060 water meters;

## 5.A.

3. Investigation of customer complaints for high bills, poor pressure, and leaks;
4. Maintenance of public water supply services, reservoirs, and grounds;
5. Snow removal from fire hydrants;
6. Processing of water and sewer utility invoices;
7. Inspection of public and private plumbing systems in compliance with state regulations for cross-connection control; and,
8. Administration of programs to promote water conservation.

The **Sewer Sub-program** is responsible for maintaining and operating the municipal sewer and surface water drain systems in accordance with all applicable state, federal, and MWRA regulations for the collection and discharge of wastewater. The specific functions of the Sub-program are:

1. Operate, maintain, and repair 111 miles of sewer mains and 117 miles of surface water drains;
2. Clean, maintain, and repair 3,296 catch basins and 1,675 manhole structures;
3. Remove snow from catch basins to provide for roadway drainage during storms;
4. Investigate customer complaints for sewer backups and drainage problems;
5. Perform investigations and analyses to determine system capacity and structural deficiencies.

### **FY25 Objectives**

Following the Department of Public Works Strategic Plan, the Water and Sewer Division continues to focus on promoting the health, safety, welfare, and economic vitality of the community by providing adequate and reliable water for domestic use and fire protection and safely collecting and conveying wastewater and stormwater from homes, businesses, institutions, and roadways. The following is a list of goals and objectives for the new fiscal year:

1. Complete the Meter Transmission Unit (MTU) swap to improve the reliability and accuracy of water usage readings. (Strategic Plan Obj. 2.1A)
2. Continue the multi-year water meter replacement program to increase the accuracy of the readings and avoid losses in revenue from under-registration. (Strategic Plan Obj. 2.1A)
3. Utilize the results of the Lead Service Line Inventory to develop and implement a plan to remove the lead lines from the system in accordance with DEP rules and regulations. (Strategic Plan Obj. 2.1A)
4. Continue CCTV pipeline inspection of the sewer and drain systems by identifying and recording areas for further rehabilitation and locating problem areas for immediate repair. (Strategic Plan Obj. 1.1I, 5.2)
5. Continue annual water main and service pipe leak detection with Water and Sewer Division personnel for better efficiency and cost reduction, while working toward the reduction of unaccounted-for-water in the distribution system and the reduction of average daily water use. (Strategic Plan Obj. 5.1)



- 5.A. the reduction of average daily water use. (Strategic Plan Obj. 5.4)
6. Clean and maintain stormwater catch basins with a frequency and thoroughness that meets or exceeds DEP & EPA regulations. (Strategic Plan Obj. 5.3)
  7. Continue rehabilitation of the sanitary sewer distribution system to remove extraneous flows caused by inflow and infiltration. (Strategic Plan Obj. 5.2)
  8. Continue the annual uni-directional flushing program to protect water quality as mandated by the Department of Environmental Protection (DEP). (Strategic Plan Obj. 2.1A)
  9. Continue the investigation and planning for the U.S. EPA Region 1 Massachusetts Small MS4 General Permit covering stormwater Phase II regulated discharges as mandated by EPA including the commencement of a Stormwater/Green Infrastructure Strategic Plan. (Strategic Plan Obj. 5.3)
  10. Continue the Fire Hydrant Replacement Program by replacing old hydrants with new compression-type hydrants. (Strategic Plan Obj. 2.1A)
  11. Continue to expand the "paperless" Water System Asset Management and Work Order Programs. (Strategic Plan Obj. 2.2A)
  12. Continue to optimize the water meter software program and synergize with the Town's billing system. (Strategic Plan Obj. 2.1, 2.2, 5.4)
  13. Identify and obtain grant opportunities to fund capital utility upgrades to water, wastewater, and stormwater systems. (Strategic Plan Obj. 2.3)
  14. Improve the tracking of water usage on private and public accounts to identify potential leaks/losses, bolster water conservation efforts, and increase customer participation in water management through public education and awareness. (Strategic Plan Obj. 2.1A and 2.2F)

### **FY24 Accomplishments**

The Water and Sewer Division is pleased to report on the following accomplishments for FY24:

1. Continuation of the "in-house" water main and service pipe leak detection program in conjunction with MWRA. (Strategic Plan Obj. 2.1A).
2. Continuation of the Fire Hydrant Replacement Program by replacing old hydrants with new compression-type hydrants. (Strategic Plan Obj. 2.1A)
3. Continued the CCTV pipeline inspection of the sewer and drain systems by identifying and recording areas for further rehabilitation and locating problem areas for immediate repair. (Strategic Plan Obj. 1.1I)
4. Completed the thirteenth year of the annual uni-directional flushing program to protect water quality as mandated by the Department of Environmental Protection (DEP). (Strategic Plan Obj. 2.1A)
5. Ongoing design and construction of Phase 6 improvements to the sanitary sewer distribution system to remove extraneous flows caused by inflow and infiltration. (Strategic Plan Obj. 5.2)
6. Continued working toward the reduction of unaccounted-for-water in the

- distribution system and the reduction of average daily water use to 65 gallons per capita per day (GPCPD) as mandated by DEP regulations. (Strategic Plan Obj. 5.4)
7. Continued investigation and planning for the U.S. EPA Region 1 Massachusetts Small MS4 General Permit covering stormwater Phase II regulated discharges as mandated by EPA. (Strategic Plan Obj. 5.3)
  8. Ongoing Implementation of a Water System Asset Management Program that will improve the Division’s efficiency in operating and maintaining the distribution system and provide valuable information for future capital improvement planning. (Strategic Plan Obj. 5.4)
  9. Continued the transition for “in the field” paperless inspections, work order system tracking, and record keeping. (Strategic Plan Obj. 2.2A)
  10. Updated the 10-year Financial Plan for the Water and Sewer Enterprise Fund to create sustainable and predictable rates while ensuring there are adequate reserves. (Strategic Plan Obj. 2.1B)
  11. Continued MTU installation to improve the accuracy and reliability of meter readings. (Strategic Plan Obj. 2.1A)
  12. Continued Water Meter Replacement Program including coordination with a consultant to develop contracts for bidding documents for the meter acquisition and installations. (Strategic Plan Obj. 2.1A)
  13. Obtained grants and loans from the MWRA for the Inflow and Infiltration program to fund sewer system rehabilitation work. (Strategic Plan Obj. 2.3)
  14. Developed and Implemented the Water Main Valve Exercising Program. (Strategic Plan Obj. 2.1A)
  15. Complete a Rate Model Equity Review and Affordability Program Analysis for the Water and Sewer Enterprise Fund that supports sustainable and predictable rates while ensuring there are adequate reserves. (Strategic Plan Obj. 2.1B, 4.5)
  16. Complete the lead service line inventory in accordance with DEP regulations. (Strategic Plan Obj. 2.1A, 2.3)
  17. Commence upgrade to AClara One Software for water meter reading. (Strategic Plan Obj. 2.2A)

**DPW Water & Sewer Detailed**

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
SEWER					
SALARIES	\$362,369	\$622,907	\$638,552	\$15,645	3%
SERVICES	\$144,794	\$150,000	\$227,500	\$77,500	52%
SUPPLIES	\$26,248	\$27,000	\$27,000	\$0	0%
OTHER	\$9,204	\$187,405	\$193,338	\$5,933	3%
INTERGOVERNMENTAL	\$14,277,393	\$14,169,817	\$14,169,817	\$0	0%

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
BUDGETED CAPITAL	\$98,848	\$65,000	\$80,000	\$15,000	23%
DEBT SERVICE	\$1,225,815	\$1,261,540	\$1,380,040	\$118,500	9%
INTERFUND TRANSFERS OUT	\$500,417	\$532,974	\$596,472	\$63,498	12%
<b>SEWER TOTAL</b>	<b>\$16,645,088</b>	<b>\$17,016,643</b>	<b>\$17,312,719</b>	<b>\$296,076</b>	<b>2%</b>
WATER					
SALARIES	\$2,316,901	\$2,658,407	\$2,846,821	\$188,414	7%
SERVICES	\$205,902	\$163,617	\$256,880	\$93,263	57%
SUPPLIES	\$138,594	\$149,805	\$152,200	\$2,395	2%
OTHER	\$9,898	\$153,085	\$162,261	\$9,176	6%
UTILITIES	\$124,574	\$141,379	\$138,746	-\$2,633	-2%
INTERGOVERNMENTAL	\$8,035,819	\$8,551,815	\$8,850,429	\$298,614	3%
BUDGETED CAPITAL	\$298,872	\$543,349	\$575,245	\$31,896	6%
DEBT SERVICE	\$508,500	\$925,750	\$1,109,000	\$183,250	20%
INTERFUND TRANSFERS OUT	\$2,004,619	\$2,218,878	\$2,016,007	-\$202,871	-9%
<b>WATER TOTAL</b>	<b>\$13,643,679</b>	<b>\$15,506,085</b>	<b>\$16,107,589</b>	<b>\$601,504</b>	<b>4%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$30,288,767</b>	<b>\$32,522,728</b>	<b>\$33,420,308</b>	<b>\$897,580</b>	<b>3%</b>
<b>EXPENSES TOTAL</b>	<b>\$30,288,767</b>	<b>\$32,522,728</b>	<b>\$33,420,308</b>	<b>\$897,580</b>	<b>3%</b>

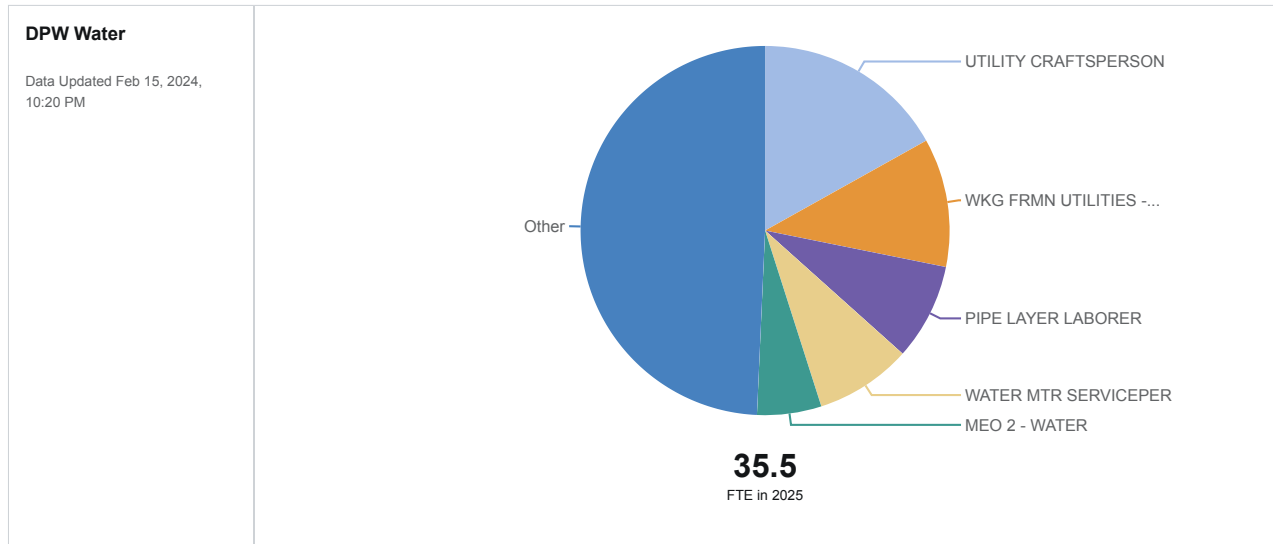
DPW Water & Sewer Revenue

	ACTUAL		BUDGET	RECOMMENDED		
	FY2022	FY2023	FY2024	FY2025	\$ Change	% Change
<b>Revenues</b>						
REVENUES	\$402,715	\$397	-	-	\$0	-
DEPARTMENTAL & OTHER	-	\$10,891	-	-	\$0	-
GENERAL GOVERNMENT	\$10,773	\$9,375	-	-	\$0	-
FIRE SERVICE FEES	\$379,340	\$361,383	\$340,500	\$340,500	\$0	0%
LATE PAYMENT FEES	\$108,600	\$94,439	\$80,000	\$80,000	\$0	0%
MISCELLANEOUS	\$164,283	\$150,511	\$58,250	\$58,250	\$0	0%
WATER AND SEWER CHARGES	\$30,473,978	\$31,392,975	\$32,043,978	\$32,941,557	\$897,579	3%
<b>REVENUES TOTAL</b>	<b>\$31,539,688</b>	<b>\$32,019,970</b>	<b>\$32,522,728</b>	<b>\$33,420,307</b>	<b>\$897,579</b>	<b>3%</b>

DPW Water Subdivision

	ACTUAL	BUDGET	RECOMMENDED		
	FY2023	FY2024	FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
WATER					
SALARIES	\$2,316,901	\$2,658,407	\$2,846,821	\$188,414	7%
SERVICES	\$205,902	\$163,617	\$256,880	\$93,263	57%
SUPPLIES	\$138,594	\$149,805	\$152,200	\$2,395	2%
OTHER	\$9,898	\$153,085	\$162,261	\$9,176	6%
UTILITIES	\$124,574	\$141,379	\$138,746	-\$2,633	-2%
INTERGOVERNMENTAL	\$8,035,819	\$8,551,815	\$8,850,429	\$298,614	3%
BUDGETED CAPITAL	\$298,872	\$543,349	\$575,245	\$31,896	6%
DEBT SERVICE	\$508,500	\$925,750	\$1,109,000	\$183,250	20%
INTERFUND TRANSFERS OUT	\$2,004,619	\$2,218,878	\$2,016,007	-\$202,871	-9%
<b>WATER TOTAL</b>	<b>\$13,643,679</b>	<b>\$15,506,085</b>	<b>\$16,107,589</b>	<b>\$601,504</b>	<b>4%</b>
<b>DEPARTMENT OF PUBLIC WORKS TOTAL</b>	<b>\$13,643,679</b>	<b>\$15,506,085</b>	<b>\$16,107,589</b>	<b>\$601,504</b>	<b>4%</b>
<b>EXPENSES TOTAL</b>	<b>\$13,643,679</b>	<b>\$15,506,085</b>	<b>\$16,107,589</b>	<b>\$601,504</b>	<b>4%</b>

# FY25 FTE Salary



**DPW Water**

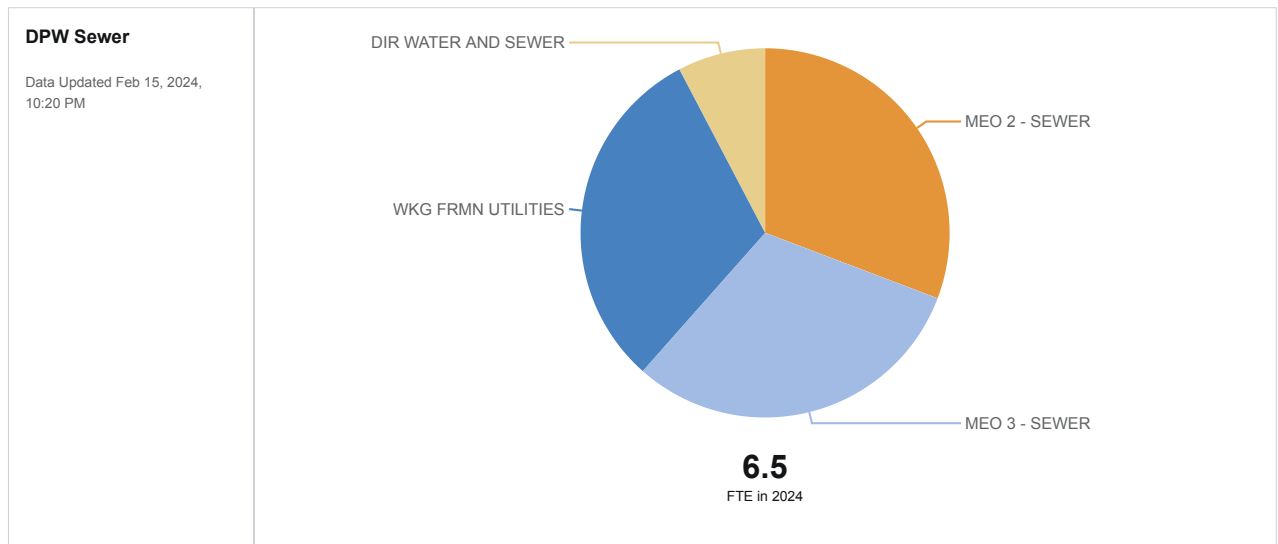
	FTE Salary	FTE Count
DIR WATER AND SEWER - WATER	66,743.20	0.50
OPERATIONS MANAGER - W&S	103,994.38	1.00
IT SERV AND GIS TECH MANAGER - WATER	46,774.07	0.50
WATER WORKS DIV FRMN	91,010.76	1.00
BUSINESS MANAGER - W&S	78,942.58	1.00
WATER CONSUMP/IRRIGATION MGR	83,276.54	1.00
UTILITIES FOREMAN	75,004.56	1.00
WATER SERVICE INSP	75,004.61	1.00
BACKFLOW PREVENTECH	70,949.20	1.00
WATER METER FOREMAN	70,949.20	1.00
SENIOR CLERK TYPIST - W&S	61,965.05	1.00
MOTOR EQUIP REP FRMN	69,492.72	1.00
WKG FRMN UTILITIES - WATER	268,374.43	4.00
MTR EQUIP REPAIRPER	67,093.61	1.00
MEO 3 - WATER	131,527.73	2.00
MEO 2 - WATER	118,174.58	2.00
WATER MTR SERVICEPER	177,261.88	3.00
WATER WK SERVICEPER	118,173.36	2.00
CARPEN LAB CRAFTSPER	59,087.29	1.00
UTILITY CRAFTSPERSON	354,523.75	6.00
PIPE LAYER LABORER	169,569.51	3.00
CO-OP STUDENT	15,000.00	0.50
TOTAL	2,372,893.01	35.50

**DPW Sewer Subdivision**

	ACTUAL	BUDGET	RECOMMENDED		

	ACTUAL FY2023	BUDGET FY2024	RECOMMENDED FY2025	\$ Chng	% Chng
<b>Expenses</b>					
DEPARTMENT OF PUBLIC WORKS					
SEWER					
SALARIES	\$362,369	\$622,907	\$638,552	\$15,645	3%
SERVICES	\$144,794	\$150,000	\$227,500	\$77,500	52%
SUPPLIES	\$26,248	\$27,000	\$27,000	\$0	0%
OTHER	\$9,204	\$187,405	\$193,338	\$5,933	3%
INTERGOVERNMENTAL	\$14,277,393	\$14,169,817	\$14,169,817	\$0	0%
BUDGETED CAPITAL	\$98,848	\$65,000	\$80,000	\$15,000	23%
DEBT SERVICE	\$1,225,815	\$1,261,540	\$1,380,040	\$118,500	9%
INTERFUND TRANSFERS OUT	\$500,417	\$532,974	\$596,472	\$63,498	12%
<b>SEWER TOTAL</b>	<b>\$16,645,088</b>	<b>\$17,016,643</b>	<b>\$17,312,719</b>	<b>\$296,076</b>	<b>2%</b>
DEPARTMENT OF PUBLIC WORKS TOTAL	\$16,645,088	\$17,016,643	\$17,312,719	\$296,076	2%
EXPENSES TOTAL	\$16,645,088	\$17,016,643	\$17,312,719	\$296,076	2%

## FY25 FTE Salary



**DPW Sewer**

	FTE Salary	FTE Count
DIR WATER AND SEWER	66,743.20	0.50
IT SERV AND GIS TECH MANAGER	46,774.07	0.50
W&S ASSET MANAGER	46,774.07	0.50
WKG FRMN UTILITIES	134,187.22	2.00
MEO 3 - SEWER	131,527.73	2.00
MEO 2 - SEWER	118,174.58	2.00
<b>TOTAL</b>	<b>544,180.86</b>	<b>7.50</b>

# 5.A.

WATER & SEWER PERFORMANCE / WORKLOAD INDICATORS					
	ACTUAL FY2022	ESTIMATE FY2023	ACTUAL FY2023	ESTIMATE FY2024	ESTIMATE FY2025
<b>Performance:</b>					
Water Demand - MGD	4.70	5.00	5.02	5.00	5.00
Avg. Daily Sanitary Flow - MGD	9.00	9.00	6.27	8.00	8.00
Unaccounted Water - %	8.8%	10.0%	11.8%	10.0%	10.0%
<b>Catch Basin Cleaning:</b>					
Number of Basins	1,151	2,400	1,674	1600	1600
% of Total Basins	44.3%	92.3%	50.7%	50%	50%
Total Sediments (tons)	560	600	847	700	700
<b>Cross Connection Revenue</b>					
	\$110,760	\$110,000	\$90,675	\$90,000	\$90,000
<b>Workload:</b>					
<b>Complaint Responses:</b>					
Water	450	450	400	400	400
Sewer	200	200	100	100	100
Service Responses	728	1200	750	750	750
Service Pipes Installed	143	200	137	150	150
Hydrants Repaired/ Replaced	25	50	24	25	25
Sewer Structures Repaired	116	100	118	100	100
Sewerage Blockages Repaired	16	20	9	10	10

**LIMITED GRANT OF EASEMENT TO TOWN OF BROOKLINE  
AND AGREEMENT FOR TREE PROTECTION AND MAINTENANCE**

THIS LIMITED GRANT OF EASEMENT (hereinafter, the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between 123 Fisher Avenue Owner LLC, a Delaware Limited Liability Company with a business address of 4500 Dorr Street, Toledo, Ohio 43615 (hereinafter, “**Grantor**”) and the Town of Brookline, a municipal corporation acting by and through its Select Board with offices at 333 Washington Street, Brookline, Massachusetts 02445 (the “**Grantee**” or “**Town**”)(together referred to as the “**Parties**”); and

WHEREAS, Grantor is the owner of the real property known as and numbered 123-133 Fisher Avenue, Brookline, Norfolk County, Massachusetts, as evidenced by the deed recorded on December 23, 2020 with the Norfolk County Registry of Deeds in Book 38782, Page 537, hereinafter, the (“**Welltower Property**”); and

WHEREAS, the Grantee is a municipal corporation acting by and through its Select Board with a business address of Town Hall, 333 Washington Street, Brookline, Massachusetts 02445; and

WHEREAS, Grantor is building a senior living facility at the Welltower Property (the “Project” or the “Senior Living Facility”) all as further set forth in Board of Appeals Decision No. 2020-0049 and related conditions (the “Special Permit”) which Special Permit was recorded on January 12, 2021, in the Norfolk County Registry of Deeds in Book 3886, Page 52; and

WHEREAS, condition number 12 of the Special Permit requires Grantor to provide an easement for the protection and maintenance of six trees (the “Six Trees”) owned by Grantor and located on a portion of the Welltower Property abutting Fisher Avenue for the purpose of protecting and maintaining the Six Trees all as further set forth in Article 12 of the May 2020 Annual Town Meeting, a certified copy of which is attached hereto as Exhibit A, which Article was passed by two-thirds vote on June 23, 2020 and authorizes the Select Board to execute this Agreement (the “Tree Protection Easement”); and

WHEREAS, the area subject to this Agreement is shown as “Tree Protection Easement Area” and consists of 6,920 s.f. +/- and the Six Trees to be preserved under this Agreement located in such area are shown on a Plan prepared by Mark J. Guerard, Jr., PLS, Feldman Geospatial, dated January 22, 2024, said Plan is recorded herewith as Exhibit B; and

WHEREAS, the Special Permit requires that the Six Trees within the Tree Protection Easement Area be maintained by the Grantor with a maintenance plan approved by the Town Tree Warden as further set forth below (the “Tree Maintenance Plan”);

## 6.A.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR AND ZERO CENTS (\$1.00) and the mutual covenants contained herein, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. LIMITED GRANT OF EASEMENT. The Grantor hereby grants and conveys unto the Grantee a non-exclusive permanent easement in that portion of the Welltower Property situated on the easterly side of Fisher Avenue in the location depicted as “Tree Protection Easement Area” on the Plan attached and recorded herewith as Exhibit B in common with others entitled to use such area, for the limited purpose of access to the Easement Area and to protect and maintain the Six Trees owned by the Grantor and identified on said Plan. The Grantee’s rights shall be limited to the purposes set forth in this Agreement. No public access is granted to the Tree Protection Easement Area, it being the intent of the Parties that Grantor protect and maintain the Six Trees subject to the terms and conditions hereof. All maintenance and tree protection shall be conducted by the Grantor as approved by the Town Tree Warden. All right, title and interest in and to the Tree Protection Easement Area are reserved to the Grantor except as provided herein and Grantor shall be permitted to use the Tree Protection Easement Area for all legal purposes provided that such use does not preclude the protection and maintenance of the Six Trees as set forth in this Agreement.
2. THIRD-PARTY INDEMNIFICATION. The Grantor and its successors and assigns shall indemnify, defend and hold harmless Grantee from and against any actually incurred loss, damage, or expense caused by or resulting from any third-party claim related to the grant of the easement set forth in Section 1 above, but excluding anything caused by the Grantee’s own negligent acts or omissions and, in all cases, excluding any indirect, special, punitive or consequential damages.
3. COVENANTS RUNNING WITH THE LAND. The easement created hereby shall be binding upon the successors, heirs, executors, administrators, personal representatives, and/or assigns of the Grantor, and upon all persons acquiring an interest thereunder, and shall be a covenant running with the title to the Welltower Property in perpetuity.
4. TREE MAINTENANCE PLAN. Grantor agrees to protect and maintain the Six Trees in accordance with following requirements, as well as any plan mutually agreed upon in writing by the Town, by and through its Tree Warden, and the Grantor:
  - a. The Six Trees shall be pruned every three years during the spring season commencing in 2024.
  - b. The Trees shall have deep root fertilization applied annually commencing in the Fall 2024.
  - c. All maintenance shall be performed by a certified arborist with 48 hours prior notice to the Town Tree Warden (by electronic mail is acceptable) so he/she may be present if desired.



## 6.A.

- d. In the event one of the Six Trees dies, becomes diseased or is otherwise damaged, the Grantor may request permission in writing in advance from the Town Tree Warden to remove the tree(s) in question. Upon approval of such removal, the Grantor shall replace the tree(s) with a species and size reasonably approved by the Town Tree Warden or, in the Grantor's sole discretion, may instead make a payment to the Town of Brookline Tree Fund for the then current value of the tree(s) taking into consideration its age and health. The value of such tree(s) shall be determined by taking the average of two independent arborists' written opinion of value provided in writing to the Grantor and Grantee.
5. DISPUTE RESOLUTION. The Parties agree to attempt to resolve any disputes arising from this Agreement through nonbinding mediation through The Mediation Group in Brookline, Massachusetts or other mutually agreed upon mediator before filing any action in court. If the parties are unable to resolve their differences through mediation then the Parties agree to enter into binding arbitration in the Commonwealth of Massachusetts with a mutually agreeable arbitrator selected through the American Arbitration Association.
6. GRANTEE'S LIMITED RIGHT OF ACCESS. Grantor's failure to maintain or protect the Six Trees identified in the Tree Protection Easement Area in accordance with the requirements set forth in Section 4 above shall be considered a breach of this Agreement. The Grantee may notify Grantor in writing of its failure to adhere to this Agreement and Grantor shall have forty-five (45) business days to cure such breach. If Grantor fails to cure such breach within the forty-five business days, then the Grantee may, with at least five (5) business days' prior written notice to Grantor, enter the Tree Protection Easement Area for the sole purpose of conducting activities required by this Agreement. In such case where Grantee has completed the activities required by this Agreement, the Grantee may charge the Grantor for all such out of pocket costs related to activities required solely to maintain the Six Trees as set forth above. Such charges shall be considered a municipal fee for the purposes of collection.
7. NOTICES. Except as otherwise provided herein, any notices, consents, demands, request, approvals, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or e-mail or by other reputable delivery service, and will be effective upon receipt in hand or said delivery and three days after mailing or receipt of such e-mail, to the other Party at the following addresses:

To the Grantee/Town:

Charles Carey  
[ccarey@brooklinema.gov](mailto:ccarey@brooklinema.gov)  
Town Administrator, Town of Brookline  
333 Washington Street, 6<sup>th</sup> Floor  
Brookline, MA 02445

## 6.A.

*With a copy to:*

Tom Brady  
[tbrady@brooklinema.gov](mailto:tbrady@brooklinema.gov)  
Town Tree Warden  
Department of Public Works  
333 Washington Street  
Brookline, MA 02445

To Grantor: General Counsel  
[legalnotice@welltower.com](mailto:legalnotice@welltower.com)  
c/o Welltower Inc.  
4500 Dorr Street  
Toledo, Ohio 43615

*With a copy to:*

Jennifer Dopazo Gilbert, Esq.  
[jdopazogilbert@boballenlaw.com](mailto:jdopazogilbert@boballenlaw.com)  
RLAW, P.C.  
300 Washington Street  
Brookline, MA 02445

8. RETENTION OF REGULATORY AUTHORITY. By entering in this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.
9. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Grantor or Grantee, including, without limitation, any member of the public.

IN WITNESS WHEREOF, the Parties have executed this Limited Grant of Easement and Agreement for Tree Protection and Maintenance as an instrument under seal as of the day and year first written above.

(Signature pages to follow)

6.A.

**GRANTOR:**

123 Fisher Avenue Owner LLC

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

\_\_\_\_\_

By:

Title:

**STATE OF New York**

**COUNTY OF NEW YORK**

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as \_\_\_\_\_ for 123 Fisher Avenue Owner LLC.

\_\_\_\_\_

Notary Public,

My Commission Expires:

6.A.

**GRANTEE:  
TOWN OF BROOKLINE by and through its  
SELECT BOARD:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As authorized by vote at a duly noticed public meeting held on \_\_\_\_\_, 2024.

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk County:

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Select Board member for the Town of Brookline.

\_\_\_\_\_  
Notary Public,  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk County:

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Select Board member for the Town of Brookline.

\_\_\_\_\_  
Notary Public,  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk County:

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Select Board member for the Town of Brookline.

\_\_\_\_\_  
Notary Public,  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk County:

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Select Board member for the Town of Brookline.

\_\_\_\_\_  
Notary Public,

# 6.A.

My Commission Expires:

## COMMONWEALTH OF MASSACHUSETTS

Norfolk County:

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Select Board member for the Town of Brookline.

---

Notary Public,  
My Commission Expires:



**Language Access Policy  
Town of Brookline, Massachusetts  
Revised by ODEICR**

**A. Purpose**

As a recipient of federal financial assistance, the Town of Brookline, Massachusetts is bound by Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. §§ 2000d-2000d-7, and its implementing regulation, 45 C.F.R. Part 80, which prohibits discrimination based on race, color, or national origin (which includes Limited English Proficiency). Additionally, the Town of Brookline Select Board passed Warrant Article 15 which mirrors federal standards and requires the Town to “develop a formal language access plan and infrastructure, provide interpretation and translation services and other assistance that would make it easier for individuals with limited English proficiency or persons who are deaf or hard of hearing to interact with Town departments.”

This Language Access Policy is designed to ensure effective communication with individuals with limited English proficiency (LEP) who receive, or are eligible to receive, services or participate, or are eligible to participate, in programs or activities provided by covered entities within the Town of Brookline. This policy aims to provide guidance and establish a framework for covered entities to ensure that individuals with LEP have meaningful access to services, programs, and activities. The policy seeks to bring the Town of Brookline into compliance with Title VI of the Civil Rights Act of 1964, Executive Order 13166, Warrant Article 15, and other applicable federal, state, and local laws, regulations, and guidelines.

**B. Effective Date**

Every covered entity will be provided a copy of this policy within 30 days of its adoption.

**C. Definitions**

1. “Vital documents” are public-facing written materials in any format created, issued, or made available on any platform by a covered entity to inform and communicate with the public, allow the public to apply for benefits, services, program participation, notify or correspond with an individual about their eligibility, participation, benefits, or outcomes of an application, advertise and inform the public about programs, services, resources, rules, requirements, and events, provide instructions and guidance, and provide the public a complaint submission process. To determine whether a document is vital, the following test can be completed:
  - a. Could a member of the public access or participate in this program, service, or activity if they are unable to complete and/or understand the information in this document?
    - i. No? It is a vital document.
    - ii. Yes? Move to the next question.



- b. Could a member of the public be terminated from this program, service, or activity if they are unable to complete and/or understand the information in this document?
      - i. Yes? It is a vital document.
      - ii. No? Move to the next question.
    - c. Could a member of the public suffer significant financial, physical, or other harm if they are unable to complete and/or understand the information in this document?
      - i. Yes? It is a vital document.
      - ii. No? The document is likely not vital.
2. “Individuals with LEP” are individuals who do not speak English as their primary language and have a limited ability to read, speak, write, or understand English.
3. “Language Access” (LA) is the process of ensuring that individuals with LEP have access to vital documents and services in a language they can understand, either through interpretation or translation services.
4. “Language Access Plan” (LAP) is a management document and roadmap that outlines the tasks and priorities to be implemented to ensure the covered entity will meet compliance standards set forth in the policy.
5. “Language Access Coordinator” (LAC) is the staff of the coordinating entity overseeing all covered entities’ language access implementation activities.
6. “Language Access Liaison” (LAL) is the staff of the covered entity with major public contact (Tier I and Tier II) coordinating and overseeing all of the covered entity’s language access implementation activities.
7. “Translation” is the replacement of written text from one language (source language) into an equivalent written text in another language (target language).
8. “Interpretation” is the act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning.

## **D. Administrative Coordination**

### **I. Covered Entities**

1. The Town of Brookline Language Access Policy (Policy) applies to the Town itself, all departments located within, administrative offices, and grantees that receive federal funding, provide services, programs, or activities directly to the public.
  - a. Tier I: Covered Entities with Major Public Contact





# LEAP

Tier I are covered entities with major public contact whose primary responsibility consists of meeting, communicating, and dealing with the public. “Dealing” with the public refers to providing direct services to and interacting with the public. Town of Brookline’s Tier I entities with major public contact include, but are not limited to, the following divisions:

- i. Town Commissions, Committees, and Boards
- ii. Select Board’s Office
- iii. Human Resources
- iv. Information Technology
- v. Planning and Community Development
- vi. Health
- vii. Veterans Services
- viii. Council on Aging
- ix. Office of Diversity, Inclusion and Community Relations (ODICR)
- x. Recreation Department
- xi. Public Library
- xii. Public Safety
- xiii. Public Works
- xiv. Retirement
- ~~xv. Schools~~
- xvi. Town Administrator
- xvii. Town Select Board
- xviii. Town Clerk’s Office
- xix. Town Meeting

b. Tier II: Covered Entities with Limited Public Contact

Tier II are covered entities with limited public contact. Their primary responsibility does not consist of meeting, contracting, and dealing with the public directly. Tier II entities with limited public contact include, but are not limited to:

- i. Legal Services
- ii. Comptroller’s Office
- iii. Purchasing
- iv. Assessor’s Office
- v. Treasurer/Collector

2. The Town of Brookline requires departments to ensure compliance of grantees and subgrantees, and recipients and subrecipients.

Every department listed above in 1 and 2 must require every grantee and subgrantees, and recipients and subrecipients to certify that it has an effective plan to communicate and serve individuals with LEP that complies with this policy.



- a. Covered entities must provide a copy of this policy, within 30 days of adoption, to every grantee and must provide at least one annual training on the requirements of this policy.
  - i. Grantees and recipients shall include the following clause in their contracts with subgrantees, subrecipients, and contractors:

*ASSURANCE OF NONDISCRIMINATION*

*[Contractor/Subrecipient] agrees to comply with Title VI of the Civil Rights Act of 1964, the Town of Brookline Language Access Policy, and all requirements imposed by the regulations issued pursuant to the Act and the Policy to the effect that, no person shall, on the grounds of race, color, or national origin (which includes Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in any services performed pursuant to this contract.*

## **II. Responsibilities of Covered Entities**

1. Department and Program Responsibilities for Tier I Entities with Major Public Contact:
  - a. Appoint a Language Access Liaison (LAL).
  - b. Allocate a language access budget to ensure effective communication with individuals with LEP.
  - c. Designate and fill bilingual positions
  - d. Meet biannual planning requirements, which include developing and reviewing department plans and assessing and setting biannual goals in consultation with department heads, LAL and coordinating entity's LA Coordinator.
    - i. All covered entities must come to compliance with this policy no later than 12 months from the date of adoption
    - ii. This includes developing a LAP for compliance and implementation and providing it to the LA Coordinator for approval
    - iii. Once approved by the Coordinator, Tier I covered entities shall provide a copy of their LAP to every entity they oversee, and to every office, and site within 60 days of approval
  - e. Ensure staff receive the most current language access policy and plan and conduct language access training annually for frontline staff and biennially for all staff. The language access training must include, at the minimum, the following information:
    - i. Town's legal obligation to provide language access, and standards
    - ii. Demographic information on the Town's diverse language communities
    - iii. Procedures for communicating effectively with individuals with LEP
    - iv. Procedures for obtaining and working with interpreters (in-person and over-the-phone)
    - v. Procedures for requesting, storing, and disseminating translated vital documents



- vi. Procedures for tracking encounters with individuals with LEP, and for documenting language service requests and usage
- f. Report department-wide LEP encounters and language usage data and submit plan implementation updates annually to the coordinating entity's LA Coordinator. This shall include:
  - i. Status update on all activities carried out within the reporting period to implement action steps outlined in the department's LAP
  - ii. Reporting of all steps taken by the department to engage and/or improve language access services for individuals with LEP
  - iii. Assessment of the languages and number of individuals with LEP encountered or served
  - iv. Language service requests received during the past year: how many were met and with which strategies, how many were not met and why
  - v. Assessments of waivers signed by individuals with LEP waiving their right to receive language access services
  - vi. Assessment of formal or informal complaints filed by individuals with LEP and status of the resolution of the complaints
  - vii. Assessment of the number and roles of staff members who received language access training in the past year

## 2. Department and Program Responsibilities for Tier II Entities with Limited Public Contact

- a. Appoint a Language Access Liaison (LAL)
- b. Allocate a language access budget to ensure effective communication with individuals with LEP
- c. Meet biannual planning requirements, which include developing and reviewing department plans and assessing and setting biannual goals in consultation with department heads, LAL and coordinating entity's LA Coordinator.
  - i. All covered entities must come to compliance with this policy no later than 24 months from the date of adoption
  - ii. This includes developing a LAP for compliance and implementation and providing it to the LA Coordinator for approval
- d. Ensure staff receive the most current language access policy and plan and conduct language access training annually for frontline staff and biannually for all staff. The language access training must include, at the minimum, the following information:
  - i. Town's legal obligation to provide language access, and standards
  - ii. Demographic information on the Town's diverse language communities
  - iii. Procedures for communicating effectively with individuals with LEP
  - iv. Procedures for obtaining and working with interpreters (in-person and over-the-phone)
  - v. Procedures for requesting, storing, and disseminating translated vital documents
  - vi. Procedures for tracking encounters with individuals with LEP, and for documenting language service requests and usage



- e. Conduct an annual evaluation of its LAP to determine its overall effectiveness, review the progress of stated goals and identify new goals or strategies for serving individuals with LEP.
- f. Report department-wide LEP encounters and language usage data and submit plan implementation updates annually to the coordinating entity's LA Coordinator. This shall include:
  - i. Status update on all activities carried out within the reporting period to implement action steps outlined in the department's LAP
  - ii. Reporting of all steps taken by the department to engage and/or improve language access services for individuals with LEP
  - iii. Reporting of spending on language access-related costs
  - iv. Assessment of the languages and number of individuals with LEP encountered or served
  - v. Language service requests received during the past year: how many were met and with which strategies, how many were not met and why
  - vi. Assessments of waivers signed by individuals with LEP waiving their right to receive language access services
  - vii. Assessment of formal or informal complaints filed by individuals with LEP and status of the resolution of the complaints
  - viii. Assessment of the number and roles of staff members who received language access training in the past year

### **III. Coordinating Entity**

#### **1. Coordinating Entity Structure**

- a. Town of Brookline Language Access Program shall be housed in the Office of Diversity, Equity, Inclusion, and Community Relations or where the program and Coordinator will have the highest level of town-wide oversight authority
- b. The Language Access Coordinator shall report directly to the Chief Diversity Officer

#### **2. Coordinating Entity Responsibilities**

To oversee implementation over departments, programs, and grantees and ensure continued effective service to individuals with LEP, the Town of Brookline will:

- a. Monitor changing population levels and the language needs of individuals with LEP in the Town and share findings with covered entities
- b. Review and affirm or revise the town wide policy every two years. After any revision, the coordinating entity must distribute the revised policy to all covered entities within 30 days
- c. Implement a town-wide LAP
- d. Support development of departmental LAPs, and lead review and update of departmental LAPs on a biannual basis



- e. Monitor departmental compliance through review of annual reports and publish an annual compliance assessment of town-wide and departmental implementation using an evaluation scorecard, surveys and focus groups, and review of reports submitted by covered entities
- f. Provide technical assistance to LAL's, host periodic convenings, and develop shared resources and tools including language access training modules and materials to be used for staff training
- g. Negotiate and oversee a town wide language services provider contract/s
- h. Investigate complaints and issue corrective actions
- i. Develop and oversee the Bilingual Staff program with HR

#### **IV. Staffing**

##### 1. Covered Entity Staffing

Town of Brookline shall ensure adequate staffing for the Language Access Program at the department level as follows:

- a. Tier I Covered Entities: One designated LAL per department with major public contact
- b. Tier II Covered Entities: One designated LAL per department with limited public contact
- c. Programs/Grantees: One designated LAL per program, grantee, and site
- d. All LALs are housed in, and report directly to the department head. Designated staff need to be trained, and they must be properly identified to all coworkers. Their LA duties need to be formally written into their job descriptions, work plans.

##### 2. Coordinating Entity Staffing

Town of Brookline shall ensure adequate staffing for the Language Access Program at the coordinating entity level as follows:

- a. Establish a centralized, town-wide Language Access Program with sufficient capacity to support and monitor implementation
- b. Program team shall consist of one full-time equivalent: Language Access Coordinator

#### **V. Budget**

The Town of Brookline shall allocate funding for language access implementation and services. The budget for language access services shall be determined based on the covered entity's level of public contact.



## **VI. Enforcement and Accountability**

### **a. Accountability Mechanisms**

- i. The following accountability mechanisms will be implemented to ensure that the language access plan is adhered to and that all covered entities comply with the policy.
  1. A linguistically accessible grievance procedure will be developed and promoted to encourage individuals to report any issues or concerns related to language access
    - a. The grievance procedure must include that all complaints on language access be reported to the department head, the designated LAC or LAL for the department, and the Language Access Coordinator. The Coordinator must investigate the complaint within 14 days and must write a report and submit it to the department head and the Town Administrator within 30 days.
  2. Language access audits and tests will be conducted annually, prioritizing departments based on level of compliance and/or public contact. These audits and tests will evaluate covered entities' compliance with the language access policy and plan implementation.
  3. The coordinating entity will be required to report the following annually to the Town Administrator:
    - a. The number and types of language access complaints filed, as well as their resolution
    - b. The results and findings of the annual audit and tests
    - c. Scorecards assessing covered entities' compliance with the policy and plan implementation progress

### **b. Enforcement Mechanisms**

- i. The Town Administrator, in conjunction with the coordinating entity, may issue warnings, penalties, or other appropriate measures to address any violations of the policy
- ii. Additionally, the coordinating entity may provide guidance and technical assistance to covered entities to ensure their compliance with the policy

## **E. Service Delivery**

### **I. Translation Services**

- a. Town of Brookline requires all covered entities to translate all vital documents into each of the Top 5 languages spoken. Vital documents must be translated accurately and completely, and in a timely manner



# LEAP

- b. All covered entities must include multilingual inserts in Top 15 languages on English-only or English/Spanish vital documents to notify individuals with LEP of their right to language assistance and provide them with a number they can call to receive the information in the document orally in the language
- c. Covered entities must prioritize the translation of the following type of vital documents:
  - i. Signage informing individuals with LEP of their rights to LA and steps to take to request language assistance
  - ii. Notices, forms, and documents individuals with LEP need to access emergency, health, and safety services
  - iii. Summary of services, benefits, programs offered by the covered entity and key contact information
- d. Translation Reporting Requirements for Tier I and Tier II Covered Entities
  - i. All Tier I covered entities must report annually on the following:
    1. Translated description of entity's function and information
    2. Display of signage on availability of language services
    3. Translation completed for vital documents, prioritized by importance of service/program and frequency of public use
    4. Languages in which vital documents have been translated to date
    5. Vital documents to be translated in the upcoming fiscal year and languages into which the vital document will be translated
    6. Documents containing multilingual instructions/contact information and documents which will be updated in the upcoming fiscal year
    7. Assessment of any changes in languages spoken by individuals with LEP in their service area (based on comprehensive data collection including over-the-phone interpretation usage, tracking of customers with LEP, etc.
  - ii. All Tier II covered entities must report annually on the following:
    1. Translated description of entity's function and information
    2. Display of signage on availability of language services
    3. Any public-facing documents created and what languages they are in

## II. Interpretation Services

Overall, these policies will help to ensure that individuals with LEP have equal access to vital documents and services, as well as quality interpretation services when interacting with covered entities. Regular reporting requirements will help to ensure accountability and ongoing improvement of language access services.



# LEAP

## a. On-Demand Over-the-Phone Interpretation Service

All covered entities must set up an account with an on-demand over-the-phone interpretation service provider (e.g. Language Line) to ensure frontline and outreach staff can access an interpreter at any time. Covered entities should ensure that staff have access to appropriate tools such as dual handset phones, instructions, and language identification instructions. Furthermore, covered entities should provide training on the use of over-the-phone interpretation services and effective use of interpreters, and establish a mechanism to track and report quality of interpreters/service.

## b. In-Person Interpretation Services

All covered entities must use qualified and trained in-person interpreters via vetted language service providers for specific types of encounters with individuals with LEP. Covered entities should clearly define when staff need to use in-person interpreters or video remote interpretation (VRI) services. Furthermore, divisions should distinguish and prioritize encounters needing in-person or VRI interpretation during planning.

## c. Prohibition of Family and Friends as Interpreters

The use of family and friends as interpreters is generally prohibited. However, if an individual with LEP requests to use their family or friends, after being offered a trained interpreter by the service provider, staff shall allow the request but must obtain a signed waiver from the individual with LEP who requested to use their own interpreter. Covered entities should ensure that frontline staff have access to waivers available in the Top 15 languages in the Town of Brookline. Staff should be trained on the use of waivers and procedures for obtaining and reporting signed waivers. Covered entities should clearly state that it is the responsibility of frontline staff to identify the language spoken by individuals with LEP and offer interpretation services, even when not requested.

## d. Role of Bilingual Staff

- i. All covered entities must formalize the role of bilingual staff in the delivery of language services, evaluate the language proficiency, translation and interpretation skills of bilingual staff, and ensure that bilingual staff receive translation and/or interpretation training
- ii. Covered entities should provide compensation such as a stipend, pay differential, or signing bonuses for bilingual staff
- iii. Language service duties of bilingual staff need to be formally stated in job descriptions and work plans of bilingual staff





### III. Quality Assurance

- a. Covered entities must follow plain language standards in content creation to improve quality and accessibility of translated documents
  - i. Covered entities must conduct plain language training for communications staff and content creators at least once a year and upon hire of new staff
  - ii. When contracting out, covered entities must select language service providers that also offer plain language services
- b. Covered entities must maintain proper records and oversight procedures. That includes:
  - i. Documenting and track the quality of interpretation and translation services provided by vendors, and equip staff with skills and tools to monitor quality of interpretation services
  - ii. Offering a public complaint process, made available online and in at least 5 of the top languages spoken by individuals with LEP in the Town of Brookline
  - iii. Ensuring that vendors' contracts contain stringent quality assurance requirements, and include development of department/program-specific glossaries, and translation memory
  - iv. Establishing a community-based quality assurance monitoring group
  - v. Conducting periodic testing of translated documents, and interpretation services across languages

### IV. Public Notices

- a. All covered entities must prominently display signs in Top 15 languages notifying individuals with LEP of their right to request interpretation and translation services. Notices should be placed in visible areas and clearly indicate that language services are available free of charge
- b. Notices should be clear, legible, and include clear steps individuals with LEP need to take to request and receive language services. This includes how to request an interpreter or translated materials, as well as the entity's contact information and hours of operation
- c. All covered entities are required to periodically review and update their public notices to ensure they are accurate, up-to-date, and meet the needs of their populations with LEP

### V. Outreach

- a. In collaboration with the LA Coordinator, Community Engagement Coordinator, and ADA Coordinator, covered entities are required to conduct direct outreach



and develop culturally and linguistically targeted communications strategies to reach community members with LEP

## **VI. Modification and Public Comment**

### **a. Biannual Review**

This policy shall be subject to biannual review and modifications by the LA Coordinator and other ODEICR Staff, with approval by the Select Board, except that any review and modifications that are intended to or can have the effect of reducing services or excluding groups from services shall be subjected to the Public Comments process.

### **b. Public Comments**

Because it is important for individuals in the Town of Brookline to have an opportunity to comment and provide feedback on this policy and its implementation, this policy shall be biannually posted on the Town website for 30 days with an opportunity for comment along with a link for comments. And sufficient notice shall be provided on the Towns' website and in the local papers, with translated ads in the Top 15 languages in the Town of Brookline, inviting the public to provide comments. Within 30 days of the closing of the comment period, the Town of Brookline shall review all comments and take them into account in updating this policy.



# *Town of Brookline*

## *Massachusetts*

**Department of Planning and  
Community Development**

Town Hall, 3<sup>rd</sup> Floor  
333 Washington Street  
Brookline, MA 02445-6899  
(617) 730-2130 Fax (617) 730-2442  
kbrewton@brooklinema.gov

**Kara Brewton**  
Director

TO: Brookline Select Board

FROM: CDBG Advisory Committee,  
Community Planning Staff

DATE: April 23, 2024

SUBJECT: **CDBG Advisory Committee Recommendations  
FY 2025 (FFY 24) CDBG Annual Action Plan**

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### **Summary**

In keeping with the U.S. Department of Housing and Urban Development's (HUD) Consolidated Planning requirements, the Town must submit its FY 2025 Community Development Block Grant (CDBG) Annual Action Plan (AAP) to HUD on or before May 15, 2024. Prior to submitting the AAP to HUD, planning staff will present the CDBG Advisory Committee's funding recommendations to the Select Board on April 23, 2024. The Board will then hold a public hearing on May 14, 2024 to be followed by a vote to authorize the submission of the AAP to HUD.

The AAP serves as the Town's application to HUD for CDBG funds for a given program year. Accordingly, the FY 25 (FFY 24) AAP identifies the projects and programs to be funded in the upcoming fiscal year to meet the broad goals of the Town's FYs 21 - 25 Consolidated Plan. The draft AAP can be seen at the Planning Department's web page:

## 8.A.

[https://www.brooklinema.gov/2365/Community-Development-Documents#:~:text=CDBG%20Annual%20Action%20Plan&text=The%20Action%20Plan%20provides%20information,Block%20Grant%20\(CDBG\)%20program.](https://www.brooklinema.gov/2365/Community-Development-Documents#:~:text=CDBG%20Annual%20Action%20Plan&text=The%20Action%20Plan%20provides%20information,Block%20Grant%20(CDBG)%20program.)

In anticipation of being notified by HUD of our CDBG FY2025 (FFY2024) allocation, we are assuming level funding in the amount of \$ 1,305,960. This amount was used to complete our initial recommendations for using the CDBG funds. These tentative amounts may change according to our actual allocation. As the process of making a draft AAP available for a 30 day public comment period, we work at starting the process with the assumption that we will be funded so that as we may send our application in on time, May 15, 2024. While programs to be funded will not change the funded amounts are tentative at this time. As always, CDBG funds may be used to support a wide range projects and programs that address community needs, such as the provision of decent housing, a suitable living environment and the expansion of economic opportunities -- so long as the funding principally benefits low- and moderate-income persons.

### **Public Process**

To inform the creation of the Town's FY25 AAP, the CDBG Advisory Committee held two public meetings via Zoom on March 11<sup>th</sup> and 13<sup>th</sup>, 2024. At this public meeting, the Committee reviewed Request for Proposal (RFP) responses solicited as part of the Town's competitive process for CDBG funds. All prospective recipients were provided a time slot on the Committee's agenda to give an overview of their program or project, during which Committee members asked questions related to each proposer's activity.

After hearing presentations, the Committee used the latter part of the March 13, 2024 meeting to deliberate on a funding recommendation to be considered by the Select Board as part of your approval of the FY 25 CDBG Annual Action Plan (AAP) and budget. As it happens every year, requests from potential sub-recipients were significantly greater than available funding. This year, applicants stated a need of over \$2 million in funds for their activities. After subtracting staffing and administration costs, \$770,087 of the \$1,305,960 FY 25 (FFY 24) funding was available to be programmed.

### **Budget Recommendation**

The Committee considered how projects and programs met overall community needs and how CDBG funding would be used to benefit low- and moderate-income persons. To guide the Committee's recommendations, staff used the figure of \$770,087 as the available program budget - including \$581, 193 in funding for category B and \$195,894 for category C, public services. At the conclusion of budget deliberations, the Committee recommended the following allocations for items B through C below (see attached budget):

#### **A. Staffing Costs**

The staffing cost items included in the overall amount are:

A1. CD Grant Administration, Comprehensive Planning, Housing Division – \$ 525,338.00

#### **B. Housing**

The Committee sought to balance the needs of new affordable housing development and preservation with the significant capital needs of the Brookline Housing Authority. The Committee recommended the following allocations:

## 8.A.

**B1. Brookline Housing Authority – Resident Health and Safety Projects – \$518,193.00:**

The Committee acknowledged the BHA’s significant need for funding to undertake capital improvements that would help to provide safe, decent and affordable housing to its residents. In support of the BHA’s request and in recognition of the leveraging power CDBG funds will provide, the Committee recommended a significant allocation to the BHA to fund accessibility-focused site improvements at the High Street Veterans development.

**B2. Brookline Community Development Corp. (Formerly BIC) – \$ 63,000.00:**

The Committee wished to fund BCDC’s capital project to modernize to three bathrooms at its 154–156 Boylston Street property. BCDC’s Capital Needs Assessment identified this project as a need.

### **C. Public Services:**

HUD’s CDBG program requirements limit the total amount of funds obligated to public services activities to 15 % of the annual grant. Therefore, no more than \$195,894.00 – or 15% of the grant – could be programmed to public services in FY 25 (FFY 24).

The Committee’s Public Service recommendations are:

- C1. Brookline Housing Authority – Resident Services: \$45,00.00
- C2. COA – TRIPPS program (formerly BETS): \$40,000.00
- C3. Steps to Success – Work Connections for Youth: \$45,000.00
- C4. Brookline Food Pantry: \$45,000.00
- C5. Brookline Center for Community Mental Health: \$20, 894

### **Public Hearing and Select Board Votes:**

As a final step before submitting the FY 25 (FFY24) Annual Action Plan to HUD, staff will present the CDBG Advisory Committee’s recommendations to the Select Board at your April 23, 2024 meeting. The Board is then scheduled to hold a Public Hearing on May 14, 2024 to accept public comment on the use of FY 25 (FFY 24) CDBG funding, as recommended by the CDBG Advisory Committee, or for comments stemming from the 30-day public comment period during which the AAP document was made available for review. Any and all comments received will be noted and addressed as part of the final submission of the AAP to HUD.

Following public comment at the Board’s May 14, 2024 meeting, staff will request that the Board take the following votes:

- A. Approve the submission of the FY 2025 CDBG Annual Action Plan to the U.S. Department of Housing and Urban Development
- B. Authorize the Chair to execute the Application for Federal Assistance (SF-424) and other certifications required for submission of the Annual Action Plan
- C. Authorize the Director of Planning and Community Development to execute Environmental Review or other programmatic documents required for federally funded projects on behalf of the Town

8.A.

**FY 2024 CDBG Advisory Committee**

Paul Warren, Chair  
Jennie Segel  
Suzanne Federspiel  
Rita McNally  
Alex Krieger

**FY 2025 – CDBG Advisory Committee Meetings**

March 11<sup>th</sup> & 13<sup>th</sup>, 2024

[CDBG Advisory Committee – Meeting 1](#)

[CDBG Advisory Committee – Meeting 2](#)

**Application Form****Profile**

Christopher

First Name


S

Middle Initial

Muttu

Last Name

  
 Email Address

  
 Home Address

Apt 2

Suite or Apt

Brookline


City

MA

State

02446

Postal Code

**What Precinct do you live in? \*** Precinct 17
  
 Primary Phone
**Which Boards would you like to apply for?**

Small Business Development Committee: Submitted

**Interests & Experiences****What type of experience can you offer this Board/Commission?**

I operated two small businesses in Coolidge Corner from 2015-2019 called Green Lines Growers and Brookline Grown. I understand what it takes to hire and manage a staff of employees. I have also started several other companies in the past few years and can advise someone going through that process. I've also lived in Brookline for 10 years and have seen the evolution of the business community.

**What type of issue would you like to see this Board/Commission address?**

I want to see the board fulfill its stated mission of: "incubate, launch, recruit, and sustain small businesses in Brookline. Special attention will be paid to minority, women, veteran, service-disabled veteran, lesbian, gay, bisexual, transgender, and disability-owned businesses."

**Are you involved in any other Town activities?**

Town Meeting Member and co-chair of a school committee sustainability task force.

**Do you have time constraints that would limit your ability to attend one to two meetings a month?**

I am currently a stay at home parent but the proposed times should work well.

[Mutty Resume.pdf](#)

Upload a Resume

---

## Demographics

### Ethnicity

---

Caucasian/Non-Hispanic

### Gender

---

Male

~~06/04/1987~~

---

Date of Birth



## Christopher Sean Mutty

[REDACTED]  
[REDACTED] .com/in/christophermutty/

### Education

Middlebury College  
Bachelor of Arts, Economics, January 2010  
Middlebury, VT

### Experience

Beantown Rugby Football Club (March 2022-Present)  
Head Coach - WPL side  
Watertown, MA

- Manage a roster of 40 players and 5 coaches
- Devise practice plans and match strategies
- Finished second in the Women's Premier League Championship series

Harvard University Men's Rugby (*August 2019-Present*)  
Assistant Coach - Analyst  
Cambridge, MA

- Assist with practices and analyze/code match film

Green Line Growers, LLC (*November 2015-August 2019*)  
Cofounder  
Brookline, MA

- Operated a hydroponic Freight Farm and local food store in Coolidge Corner
- Hired, trained, and managed a staff of 10
- Sold lettuce and other vegetables to restaurants and managed relationships with clients
- Managed all social media accounts and developed engagement strategy
- Principal buyer and account manager for 50 vendors

Zipcar (*January 2012-March 2013*)  
Inside Sales  
Cambridge, MA

- Sold new business accounts from inbound sales leads and managed account success
- Identified and sold outbound accounts with cold calls, emails, and social media
- Trained and managed local marketing teams to increase quality lead generation

Encore Redevelopment (*June 2009-February 2011*)  
Project Analyst  
Burlington, VT

- Devised corporate business model for developing alternative energy projects
- Constructed proposals, presentations, and pitches for potential clients and investors
- Conducted GIS analysis and created a database of potential sites for solar facilities
- Utilized industry software to evaluate energy resources and maximization strategies
- Built financial models for residential and commercial real estate development projects

### Additional Information

*Activities:* Pine Street Inn Volunteer, Middlebury Rugby Club (Captain, Finance Officer, and Friends of Middlebury Rugby Board Member), Certified USA Rugby Referee and Coach

*Computer Skills:* Proficient in Microsoft Office Suite, Google Apps, and Zoom

ARTICLE x

x ARTICLE

Submitted by: Human Resources

To see if the Town will raise and appropriate, or appropriate from available funds, a sum or sums of money to fund the cost items in collective bargaining agreements between the Town and various employee unions; fund wage and salary increases for employees not included in the collective bargaining agreements; and amend the Classification and Pay Plans of the Town; or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This article is inserted in the Warrant for any Town Meeting when there are unsettled labor contracts. Town Meeting must approve the funding for any collective bargaining agreements.

SELECT BOARD'S RECOMMENDATION

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ADVISORY COMMITTEE'S RECOMMENDATION

XXX

ARTICLE x

x ARTICLE

Submitted by: Select Board

To see if the Town will, in accordance with General Laws, Chapter 44, Section 64, authorize the payment of one or more of the bills of the previous years, which may be legally unenforceable due to the insufficiency of the appropriations therefore, and appropriate from available funds, a sum or sums of money therefore, or act on anything relative thereto.

PETITIONER’S ARTICLE DESCRIPTION

This article is inserted in the Warrant for every Town Meeting in case there are any unpaid bills from a prior fiscal year that are deemed to be legal obligations of the Town. Per Massachusetts General Law, unpaid bills from a prior fiscal year can only be paid from current year appropriations with the specific approval of Town Meeting.

SELECT BOARD’S RECOMMENDATION

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ADVISORY COMMITTEE’S RECOMMENDATION

**XXX**

ARTICLE 17SEVENTEENTH ARTICLE

Submitted by: Chief of Police Jennifer Paster

To see if the Town will authorize and empower the Select Board to file a petition, in substantially the following form, with the General Court for a special act providing for the creation of special police officers to perform police details, and authorize the General Court to make any revisions that are necessary or appropriate to the form of such bill:

**AN ACT AUTHORIZING THE APPOINTMENT OF RETIRED POLICE OFFICERS AS SPECIAL POLICE OFFICERS IN THE TOWN OF BROOKLINE.**

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Subject to the approval of the town administrator of the Town of Brookline, the Chief of Police of the town of Brookline may appoint retired Brookline police officers as special police officers for the purpose of performing police details or any police duties arising from police details or during the course of police detail work, whether or not related to the detail work. The retired police officers shall have been regular Brookline police officers and have been retired based on superannuation. A retired police officer shall not be appointed under this act as a special police officer if the officer has been retired for more than 5 years. A special police officer appointed under this act shall not be subject to the same maximum age restrictions applied to regular Brookline police officers under chapter 32 of the General Laws; provided, however, that a special police officer shall not be able to serve if the special police officer has reached the age of 70. Prior to performing police details, a special police officer appointed under this act shall pass a medical examination by a physician or other certified professional chosen or agreed to by the department to determine that the retired police officer is capable of performing the essential duties of a special police officer, the cost of which shall be borne by the special police officer.

SECTION 2. A special police officer appointed under this act shall not be subject to chapter 31 of the General Laws, section 99A of chapter 41 of the General Laws, chapter 150E of the General Laws or chapter 151A of the General Laws.

SECTION 3. A special police officer appointed under this act shall, when performing the duties under section 1, have the same power to make arrests and perform other police functions as regular police officers in the town of Brookline.

SECTION 4. A special police officer appointed under this act shall be appointed for an indefinite term, subject to suspension or removal by the chief of police with approval by

# 10.A.

May 28, 2024 Annual Town Meeting

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the town administrator at any time. A special police officer shall be provided 14 calendar days written notice prior to a permanent removal.

SECTION 5. A special police officer appointed under this act shall be subject to the rules, regulations, policies, procedures and requirements of the chief of police including, but not limited to:

(i) restrictions on the type of detail assignments; (ii) requirements regarding medical examinations to determine continuing capability to perform the duties of a special police officer; (iii) requirements for training; (iv) requirements for firearms licensing and qualifications; (v) requirements for maintaining a medical insurance policy; (vi) and requirements regarding uniforms and equipment. A special police officers shall not be subject to section 96B of chapter 41 of the General Laws. The cost of all training, uniforms, and equipment shall be borne by the special police officer.

SECTION 6. Special police officers appointed under this act shall be sworn before the town clerk of the town of Brookline who shall keep a record of all such appointments.

SECTION 7. Sections 100 and 111F of chapter 41 of the General Laws shall not apply to a special police officer appointed under this act. A special police officer appointed under this act shall not be subject to section 85h or 85h ½ of chapter 32 of the General Laws nor eligible for any benefits pursuant thereto.

SECTION 8. Appointment as a special police officer under this act shall not entitle the appointee to any assignment to any detail.

SECTION 9. A retired Brookline police officer serving as a special police officer under this act shall be subject to the limitations on hours worked and on payments to retired town employees under paragraph (b) of section 91 of chapter 32 of the General Laws.

SECTION 10. This act shall take effect upon its passage,

or act on anything relative thereto.

## PETITIONER'S ARTICLE DESCRIPTION

The above article petition intends to have the Town authorize the Chief of Police to appoint retired Brookline Police Officers as special police officers, subject to the approval of the Town Administrator, for the purpose of performing police details and any police duties arising from police details or during police detail work, whether or not related to the detail work. The retired police officers shall have been regular Brookline police officers and have been retired based on superannuation. A retired police officer shall not be appointed under this act as a special police officer if the officer has been retired for more than 5 years. A special police officer appointed under this act shall not be subject to the same maximum age restrictions applied to regular Brookline police officers under chapter 32 of the General Laws; provided, however, that a special police officer shall not be able to serve if the

# 10.A.

May 28, 2024 Annual Town Meeting

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special police officer has reached the age of 70. Prior to performing police details, a special police officer appointed under this act shall pass a medical examination by a physician or other certified professional chosen or agreed to by the department to determine that the retired police officer is capable of performing the essential duties of a special police officer, the cost of which shall be borne by the special police officer.

The purpose of this article is to enhance and supplement the public safety duties of the Brookline Police Department while maintaining standards of training and supervision. This article will also bring the Town in line with many other cities and towns in Norfolk County, who currently have retired officers performing these duties to supplement current officers.

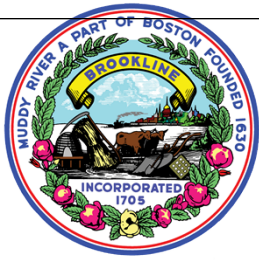
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SELECT BOARD'S RECOMMENDATION

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ADVISORY COMMITTEE'S RECOMMENDATION

**XXX**



**WARRANT ARTICLE EXPLANATIONS  
FILED BY PETITIONERS FOR THE  
MAY 28, 2024 SECOND SPECIAL TOWN MEETING**

**ARTICLE 1**

Submitted by: Select Board

This article seeks to remove all positions in the police department of the Town of Brookline from the provisions of the Commonwealth's civil service laws. If approved, the hiring, promotion, and discipline of employees in the police department would no longer be governed by the civil service system, giving the Town more discretion in these personnel matters. The Town and Union have bargained over the impacts of removing the police department from civil service and have agreed that the police department will leave civil service, if this warrant article is approved.

The civil service system was created in the 1880s to combat patronage and nepotism in public hiring. The Town adopted the civil service law via a vote of Town Meeting on May 29, 1894.

**In pursuance of the foregoing warrant the inhabitants of the town of Brookline, qualified to vote in elections, met in the Town Hall, in said town, on Tuesday, the twenty-ninth day of May, in the year of our Lord one thousand eight hundred and ninety-four, and were called to order at half-past seven of the clock in the evening, by the Town Clerk, who read the warrant calling said meeting, and the return thereon of the officer who served the same upon the inhabitants.**

**Third Article taken up,—“ To see if the town will vote to accept the provisions of Chapter 267 of the Acts of 1894.”**

*Voted,* To accept the provisions of Chapter 267 of the Acts of 1894, entitled “ An Act extending the provisions of the Civil Service Act to towns having a population of twelve thousand inhabitants or over.”

...

189<sup>th</sup> [Annual Report](#) of the Town Officers of Brookline, Massachusetts, and the Town Records for the Year Ending January 31, 1895, pgs. 34-35

Since this vote of Town Meeting more than one hundred years ago, the Town has removed certain positions from civil service. Most recently, in 2009, Town Meeting approved action to remove all remaining municipal and school employees from civil service, except for those in Police and Fire.

The civil service system imposes a reliance on written test scores and legal preferences (residency, etc.) in hiring. Today, fewer and fewer candidates are taking the civil service exam, and in 2022, a court found that the exam had a discriminatory impact. Though a special legislative commission is working to propose civil service reform to the legislature, the proposed legislation will not solve these problems. It was developed without consultation by the Town, and even if it passes this session will not prevent us, in the version as of April 16, 2024, from leaving civil service altogether.

Removing the police department from the limitations imposed by civil service will benefit the police department and the Town. If the police department is no longer forced to rely on the limited lists from the civil service exam for hiring, the candidate pool is likely to be wider and more diverse—no longer limited solely to good test-takers. The police department will be able to promote based on skills assessments, not just a written exam. Removing the police department from the civil service system will mean fewer barriers to entry and greater opportunities to advance, making the police department more attractive to new officers and to lateral hires. It will also make the Town more competitive with other communities. More than 35 communities have left civil service recently, including Lexington, Needham, Wellesley, Framingham, and Franklin.

The Town and the Union are establishing new policies and procedures regarding promotion and hiring that will replace the provisions of civil service. The proposed model which the Town and Union have agreed to for hiring and promotions still takes into account veterans’ statuses as a factor, a major point of contention when the question of leaving civil service was last raised in 2021. The current civil service status of any person employed by the police department on the effective date of this article will not be affected. Employees will continue to be protected by the



ethics laws, collective bargaining, and anti-discrimination statutes that have rendered the civil service system obsolete.

Further Resources:

- [G.L. c. 4, § 4B](#) (providing that a statute may be revoked in the same manner as it was accepted by a city, town, or municipality)
- May 26, 2009 Annual Town Meeting [Combined Reports](#) with Supplements (see Article 21)
- Select Board Committee on Policing Reforms [Summary](#) of Recommendations for the Select Board Public Hearing
- November 16, 2021 Special Town Meeting [Combined Reports](#) with Supplements (see Article 3, filed but not moved)
- [\*Tatum et al. v. Commonwealth of Massachusetts Human Resources Division\*](#), Suffolk Superior Court c.a. no. 0984CV00576 (Oct. 27, 2022) (Findings of fact and conclusions of law regarding inherent bias and disparate impact of exam-based promotions in the civil service context)
- [Special Legislative Commission](#) to Study and Examine the Civil Service Law

## OFFICE OF THE SELECT BOARD

## MEMORANDUM

TO: Select Board  
Advisory Committee

FROM: Melissa Goff, Deputy Town Administrator

RE: **Summary of budget adjustments since Financial Plan**

DATE: 4/23/24

The following adjustments are recommended prior to a final vote on the FY25 budget:

**Police MOA – Article 2:**

The Town has been in active collective bargaining discussions with the Police union during the development of the FY25 budget. The current MOA approved by the Select Board is \$224,810 higher than what was included in the collective bargaining reserve for FY25, which has necessitated additional reductions to those proposed in the Financial Plan. Both the Board and the Police Chief reviewed these reductions prior to the approval of the MOA. Since the agreement is above the parameters established for collective bargaining, the recommendation is to utilize anticipated salary savings from the vacancies in the Department as the primary source of funding. Reduced funding will compel the department to operate with less flexibility than in years past, but the move away from civil service is beneficial enough to warrant implementing these reductions. The positions will be held open with the goal of restoring to full funding for them in future years as staffing levels improve. Other reductions are recommended to lessen the immediate impact on the Police budget. The following adjustments are recommended prior to a final vote on the FY25 budget:

	<b><u>FY25 Financial Plan</u></b>	<b><u>FY25 Adjusted</u></b>	<b><u>Variance</u></b>
9 Planning & CD	1,611,850	1,608,850	(3,000)
10 Police	19,350,218	19,167,445	(182,773)
11 Fire	19,148,746	19,144,688	(4,058)
12 Building	12,271,738	12,261,034	(10,704)
13 Public Works	18,826,654	18,813,556	(13,098)
15 Health and Human Services	1,568,675	1,558,622	(10,053)

## 10.A.

18 Recreation	1,208,254	1,207,130	(1,124)
20 Collective Bargaining - Town	2,700,584	2,925,394	224,810
<b><u>TOTAL</u></b>	76,686,719	76,686,719	-

### **Debt and Interest**

With the completion of the Town's recent bond sale, some adjustments are needed for the debt and interest portion of the budget. The Town ended up borrowing \$1.2M more for the Fire Stations project than what was anticipated in the Financial Plan. This increased the debt service budget by \$85,464, and provides a corresponding adjustment to the revenue estimate from property taxes. There is no impact on the operating budget as a result of these changes.

The new budget detail can be found below:

	<b><u>FY25 Financial Plan</u></b>	<b><u>FY25 Adjusted</u></b>	<b><u>Variance</u></b>
34 a. Funded Debt - Principal	21,897,817	22,172,506	274,689
34 b. Funded Debt - Interest	14,844,524	14,655,299	(189,225)
34 c. Bond Anticipation Notes	100,000	100,000	-
34 d. Abatement Interest and Refunds	60,000	60,000	-
<b><u>DEBT SERVICE TOTAL</u></b>	36,902,341	36,987,805	85,464

### **Group Health**

As described in my 3/18/24 memo, the following adjustments are recommended due to confirmation of final Group Insurance Commission (GIC) rates and a recommendation from the Select Board on Retiree Group Health Trust Fund (OPEB) funding:

	<b><u>FY25 Financial Plan</u></b>	<b><u>FY25 Adjusted</u></b>	<b><u>Variance</u></b>
20 Collective Bargaining - Town	3,002,030	3,158,103	156,073
21 Schools	136,413,421	136,638,226	224,805
23 b. Group Health	38,414,088	38,033,210	(380,878)
23 c. Retiree Group Health Trust Fund (OPEB's)	5,931,980	5,431,980	(500,000)

# 10.A.

26 Stabilization Fund	2,000,000	2,500,000	500,000
<b>TOTAL</b>	185,761,518	185,761,518	-

### State Aid

The House Ways & Means budget provides an additional \$354,766 in local aid for Brookline. Given the budget pressures facing the Schools, we are recommending moving to this version of the budget with respect to projected State Aid revenue. The recommendation for the Town side is that the Collective Bargaining Reserve utilize this additional revenue, given the pressure coming from the other unions in reaction to the settled Police contract.

	<b>FY25 Financial Plan</b>	<b>FY25 GIC Adjusted</b>	<b>Addl. State Aid</b>	<b>Variance from GIC adjustment</b>
20 Collective Bargaining - Town	3,002,030	3,158,103	3,303,476	145,373
21 Schools	136,413,421	136,638,226	136,847,619	209,393
<b>TOTAL</b>	139,415,451	139,796,329	140,151,095	354,766

The attached budget tables reflect all of the changes listed above. I will be working on adding a column to show the Advisory Committee's changes, based on their departmental budget reviews.

ARTICLE 10TENTH ARTICLE

Submitted by: Advisory Committee

To see if the Town will:

A.) Fiscal Year 2025 Budget

Appropriate the sums requested or proposed by the Select Board or by any other officer, board or committee, or any other sum or sums, for the fiscal year 2025 budget; without limiting the foregoing, appropriate the sums necessary for all town expenses, including the snow and ice budget, debt and interest, and operating expenses; fix the salaries of all elected officers as provided for in General Laws, Chapter 41, Section 108; authorize the leasing, leasing with an option to purchase or installment purchase of equipment; appropriate to or from a stabilization fund as provided for in General Laws Chapter 40, Section 5B; Chapter 44, Section 44B; authorize the continuation of all revolving funds in accordance with General Laws, Chapter 44, Section 53E½ and all Enterprise Funds in accordance with General Laws, Chapter 44, Section 53F½; allocate available free cash; provide for a reserve fund; and establish the requirements for transfers among appropriations, interfund transfers, transfers for the purposes of salary adjustments, filling vacant positions and budgetary reporting.

B.) Fiscal Year 2025 Special Appropriations

Appropriate sums of money for the following special purposes:

1. Appropriate \$225,000, or any other sum, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board, for maintenance of town garage floors.
2. Appropriate \$500,000, or any other sum, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of Town buildings.
3. Appropriate \$125,000, or any other sum, to be expended under the direction of the Chief Information Officer, with any necessary contracts over \$100,000 to be approved by the Select Board, for technology infrastructure.
4. Appropriate \$300,000, or any other sum, to be expended under the direction of the Director of Planning and Community Development, with any necessary contracts over \$100,000 to be approved by the Select Board, for the purpose of completing the Town's Comprehensive Plan.
5. Appropriate \$325,000, or any other sum, to be expended under the direction of the Fire Chief, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of Engine #3.

# 10.A.

May 28, 2024 Annual Town Meeting

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6. Appropriate \$250,000, or any other sum, to be expended under the direction of the Police Chief, with any necessary contracts over \$100,000 to be approved by the Select Board, for equipment and software for the Body Worn and In-Car Camera program.
7. Appropriate \$100,000, or any other sum, to be expended under the direction of the Building Commissioner, for the feasibility study to improve the Public Safety building lobby and adjacent areas.
8. Appropriate \$350,000, or any other sum, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for traffic calming.
9. Appropriate \$350,000, or any other sum, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for bike access improvements.
10. Appropriate \$400,000, or any other sum, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for the parking meter replacement program.
11. Appropriate \$1,950,000, or any other sum, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for the Hammond Street at Woodland Road Traffic Signal And Road Diet Improvement Plan.
12. Appropriate \$150,800, or any other sum, to be expended under the direction of the Commissioner of Public Works, for Accessible Pedestrian Signals.
13. Appropriate \$5,980,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of streets.
14. Appropriate \$513,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of sidewalks.
15. Appropriate \$800,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for design work related to the Washington Street Rehabilitation and Complete Streets Program.
16. Appropriate \$3,000,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for wastewater system improvements.

# 10.A.

17. Appropriate \$2,780,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the renovation of Amory Tennis Courts, Parking and Halls Pond.
18. Appropriate \$95,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, Big Belly compacting waste stations.
19. Appropriate \$400,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the design of the renovation of Griggs Park.
20. Appropriate \$3,300,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for improvements at Larz Anderson Park.
21. Appropriate \$550,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for improvements to Monmouth Park.
22. Appropriate \$300,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the renovation of playground equipment, fields, and fencing.
23. Appropriate \$185,000, or any other sum, to be expended under the direction of the Commissioner of Public Works for the rehabilitation of Town and School grounds.
24. Appropriate \$350,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board and the Tree Planting Committee, for the removal and replacement of trees.
25. Appropriate \$200,000, or any other sum, to be expended under the direction of the Recreation Director, with any necessary contracts over \$100,000 to be approved by the Select Board and the Park and Recreation Commission, for tree work at Putterham Woods.
26. Appropriate \$600,000, or any other sum, to be expended under the direction of the Recreation Director, with any necessary contracts over \$100,000 to be approved by the Select Board and the Park and Recreation Commission, for Golf Course Improvements.
27. Appropriate \$1,115,000, or any other sum, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board and the Park and Recreation Commission, for the Evelyn Kirrane Aquatics Center dehumidification and filter work project.

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28. Appropriate \$200,000, or any other sum, to be expended under the direction of the Chief Procurement Officer for school furniture upgrades.
29. Appropriate \$100,000, or any other sum, to be expended under the direction of the Building Commissioner for HVAC equipment.
30. Appropriate \$100,000, or any other sum, to be expended under the direction of the Building Commissioner for underground tank removal.
31. Appropriate \$90,000, or any other sum, to be expended under the direction of the Building Commissioner for ADA renovations to Town and School facilities.
32. Appropriate \$400,000, or any other sum, to be expended under the direction of the Building Commissioner for elevator renovations.
33. Appropriate \$205,000, or any other sum, to be expended under the direction of the Building Commissioner for upgrades to energy conservation projects in Town and School facilities.
34. Appropriate \$100,000, or any other sum, to be expended under the direction of the Building Commissioner for upgrades to energy management systems in Town and School facilities.
35. Appropriate \$500,000, or any other sum, to be expended under the direction of the Building Commission, with any necessary contracts over \$100,000 to be approved by the Select Board and, with respect to School Buildings, by the School Committee, for building envelope / fenestration repairs to Town and School facilities.
36. Appropriate \$225,000, or any other sum, to be expended under the direction of the Building Commissioner, for public building fire alarm upgrades.
37. Appropriate \$170,000, or any other sum, to be expended under the direction of the Building Commissioner, for improvements to life safety systems and building security in Town and School facilities.
38. Appropriate \$4,670,209 or any other sum, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board and the School Committee, for minor renovations / upgrades to school buildings.
39. Appropriate \$200,000, or any other sum, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the School Committee, for the modifications to school buildings in response to Individualized Education Program (IEP) accommodations.
40. Appropriate \$250,000, or any other sum, to be expended under the direction of the School Superintendent, with any necessary contracts over \$100,000 to be approved by the School Committee, for a long term capital planning study for school buildings.



41. Appropriate \$717,332, or any other sum, to be expended under the direction of the School Superintendent, with any necessary contracts to be approved by the School Committee, for the expansion of classroom capacity in various schools.

C.) Funding

And determine whether such appropriations shall be raised by taxation, transferred from available funds, borrowed or provided by any combination of the foregoing, and authorize the leasing, leasing with an option to purchase, or the installment purchase of any equipment or any capital items; and authorize the Select Board, except in the case of the School Department Budget, and with regard to the School Department, the School Committee, to apply for, accept and expend grants, gifts, reimbursements, and aid from both federal, state, and other sources and agencies for any of the purposes noted in this Article, or act on anything relative thereto.

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PETITIONER'S ARTICLE DESCRIPTION

This is the annual appropriations article for FY2025. Included in this omnibus budget article are operating budgets, special appropriations, enterprise funds, revolving funds, and conditions of appropriation. This is the culmination of work that officially began with the publication of the Town Administrator's Financial Plan on February 15<sup>th</sup>. The proposed budget has since been reviewed by numerous sub-committees of the Advisory Committee, the full Advisory Committee, and the Select Board. The vote ultimately recommended to Town Meeting is offered by the Advisory Committee.

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## SELECT BOARD'S RECOMMENDATION

Article 7 sets the Town's budget and special appropriations for Fiscal Year ("FY") 2024. It is the most important article taken up at the Annual Town Meeting, as well as the most detailed. The Select Board would like to thank the Deputy Town Administrator, Assistant Town Administrator for Finance, Finance Director, Department Heads, Superintendent of Schools along with his staff, and the School Committee for their tireless efforts in developing the FY2024 budget.

### Financial Plan and Changes

The Town's Financial Plan was released on March 7, 2023. Its assumptions were based on the Governor's budget, which was released seven days earlier. Since then, the House has passed its own budget, based on its Ways & Means Committee's bill, H.3900. While that bill included a small increase in per-pupil education pay under Chapter 70 for so-called "minimum aid" communities like Brookline, it decreased unrestricted general government aid funding. We estimate that this rebalancing will result in minimal additional funds becoming available if it holds through the remainder of the state budget process. As of the time of this report, the Town-School Partnership has not met to discuss whether and how this minimal additional funding will pass through the community's traditional revenue split between municipal and educational operations. As such, the Select Board's budget recommendation remains tied to the Governor's budget numbers at this time.

The Financial Plan assumed that overall costs of providing healthcare to employees would grow by 8%. When the actual insurance rates came in, they were roughly commensurate with that estimate. Importantly, however, there were major changes to virtually all existing plans the Town offers its employees due to the merger/creation of numerous providers and plans. We will not know the practical impact of these changes until after the close of the open enrollment period, which coincides with the deadline for the release of this report.

At the time the Select Board made its budget recommendation, the outcome of the proposed operating override ballot question was not known. As such, the Select Board's recommendation includes contingencies for scenarios in which Question 2A (the so-called "base override") either passes or fails to pass. Since the override passed, the Board's motion reflects the recommendations made by the Town Administrator for the override.

One less significant change came in the form of an unexpected reimbursement from the Federal Emergency Management Agency ("FEMA"). This reimbursement lowers the amount needed to be appropriated to cover FEMA-ineligible expenses, which reduces the amount of Free Cash used to address this outstanding account.

### Fiscal Snapshot at a Glance

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The Town of Brookline continues to move through fiscally uncertain times with prudence and confidence, aiming to provide the services its residents want with the limited resources available to it. As we adjust to the economically turbulent early period of endemic COVID-19 and make the most of one-time funding sources that sprung up during the pandemic, we hope that FY2024 represents the end of the Town's "maintenance" and "recovery" periods and the beginning of an era focused on a future of long-term sustainable growth and community resiliency.

To that end, the Select Board's proposed FY2024 "no override" budget balanced \$404,549,939 in revenues and expenditures, a 5.2% increase from FY2023. This reflects an unfortunately recurring situation in both Brookline and other Massachusetts municipalities that rely predominantly on residential income tax receipts for revenue: even in realizing revenue growth when compared to last year's figures, the Town and Schools alike face operational shortfalls due to the increases in costs from health care, sanitation, licenses, collective bargaining, our MBTA assessment, and the overall inflation-exacerbated costs of goods and services.

Although the new gubernatorial administration committed to an overall statewide increase of 8.2% in local aid from last year, Brookline was not the primary beneficiary of that additional funding. Education payments under Chapter 70 increased for Brookline by only 1.3% from last year, while unrestricted general government aid saw only a 2.0% increase (0.4% higher than the FY2022 to FY2023 increase). Property tax increases remain capped at 2.5% plus the value of any "new growth," which has also shown reduced results due to the lack of new opportunities like 10 Brookline Place and the Hilton Garden Inn that have supported the tax base over the past five years. When paired with our increased costs, these figures left the Town with an operating shortfall on the town side of \$521,176 and a school deficit of \$3,701,870.

With the passage of the operating override, an additional \$6,556,061 is expected in FY2024 revenue to cover the above shortfalls and be used for the purposes described in Ballot Question 2A. The Select Board may consider delaying some restorations in order to cover collective bargaining shortfalls, but at present, all restorations are included in the Select Board's motion. Overall, the Select Board's override priorities are the maintenance of services we already provide, restoration of critical services pared back during the pandemic, infrastructure investment that can generate savings and transformational change down the line, sustainable and equitable smart community growth in a fossil-fuel-free context, and assistance to vulnerable and/or chronically underserved community members. For further information regarding the override, please visit <http://www.brooklinema.gov/override>.

Our better-than-average Free Cash revenue came from a one-time tax payment and another one-time payment from the issuance of a building permit for a large development structure. But as explained in more detail later on in the Financial Plan, Free Cash is a one-time source of funding that we allocate according to a careful rubric, and not a reliable source of recurring revenue. Regular use of Free Cash to cover operating expenses is not a sustainable financial model, especially for a community with a triple-A municipal debt rating. For FY2024, we continue to follow the Town's Free Cash Policy to and provide support to our aggressive plan to address the Town's capital needs in the Capital Improvement Plan ("CIP"), support liabilities and financial reserves, and address outstanding COVID expenses that have not been reimbursed by FEMA.

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Regarding the CIP, Town financial policies require at least 7.5% of the prior year net revenue be allocated to the annual capital budget. This covers both the cost of pay-as-you-go cash projects and the annual debt service on projects that were financed with municipal bonds. Over the last few years, our fund balance has allowed additional investment to meet a backlog of capital projects. A significant portion of the community's CIP activities are covered through "excluded" debt—that is, debt financed through a temporary property tax increase authorized by voters. As discussed in detail in Section VII of the Financial Plan, the current growth of the CIP is unsustainable, but we continue to make targeted choices to ensure needed repairs and replacements of school and municipal facilities such as parks and playgrounds can happen on a timely basis.

Inflation continues to put pressure on our municipal workforce, which is why we recommend an across-the-board cost-of-living increase of 3% for FY 2024. It remains a priority of the Select Board to attract and retain top talent in Brookline's unionized and non-unionized workforces, which is why the current operating override proposal includes \$500,000 to address pay disparities between technical staff (such as social workers) and managers here and in comparable communities. Restoring the proposed operational cuts with override funds also ensures that money in the collective bargaining reserve can be used to fund fair agreements with our unionized workforce.

Through the second round of Brookline's unique and community-oriented American Rescue Plan Act ("ARPA") allocation process, the Town has also proposed a package of nearly \$5M in one-time requests, primarily to address public sector capacity issues caused or exacerbated by the pandemic in a "green" way while also targeting vulnerable communities impacted by COVID-19. This use of one-time money to address serious needs without creating unfunded mandates when the ARPA period of performance ends in 2026 limits the potential systemic shock of cutting off new initiatives that community members had come to rely on. Most of the programs proposed or continued in the Town's Round 2 ARPA asks are currently slated to move forward permanently as line items in the proposed "base" operating override.

The Select Board authorized up to \$6M in payments of up to \$4,000 in one-time federal ARPA funds to current full- and part-time benefits-eligible Town and PSB employees who worked 40 or more days in person during the first year of the COVID-19 pandemic. We continue to be grateful to all municipal employees for their service to Brookline.

We continue to anxiously await the possibility of new local aid initiatives at the State level or through the Infrastructure Investment & Jobs Act ("IIJA") and Inflation Reduction Act. Unfortunately, many of the initial IIJA grant initiatives were either targeted to communities of a lower income level or required too much of an initial investment for Brookline to seriously consider them. We continue to monitor for these and any alternative sources of funding that could help defray the costs of a potential override or offer alternative sources of short- and long-term benefits for the community.

This fall, as detailed further in the reports for Warrant Article 8, the Community Preservation Act Committee will make its first allocations from a pool of over \$6,000,000 in additional funds for community priorities in the allowable categories of open space, historic preservation,

community housing, and recreation. All four of these areas provide new opportunities for smart, community-driven growth.

Last year, the previous Town Administrator Mel Kleckner noted that the FY2023 budget represented the beginning of what he called the “New Normal,” an era in which demands for a broader social safety net would be placed on the shoulders of local government. After all, this is the aftermath of the traumatic early years of a decade marked by a catastrophic global pandemic, runaway climate change, and a long-overdue increased awareness of institutionalized violence against people of historically marginalized communities. Larger entities proved unable or unwilling to address these societal concerns, and so the expectation fell to us in Town Hall. Mr. Kleckner urged the community to think creatively about how to fund longer-term transformative service-oriented efforts in the face of systemic operating shortfalls.

The abdication of responsibility by federal- and state-level institutions historically responsible for earlier versions of the social safety net requires local government to maximize its efficiency in evaluating how and when to step into the gap. Massachusetts places a fairly hard cap on how much money we can raise from property taxes. In a community as residential as Brookline is, we must think strategically about how to invest limited override opportunities into efforts that will reduce our reliance on overrides in the future so we can be confident that any expanded safety net will not be subject to sudden termination at the ballot box.

The Select Board believes that its budget, as developed by staff based on the Select Board’s stated priorities, balances the needs of the community with the limited resources available to address them.

#### Advisory Committee Reconciliation

As of the date of this report, the Advisory Committee has not make a formal motion for the Board to deliberate. Select Board believes it appropriate at this juncture to offer their motion on the budget to consider until a balanced budget is presented by the Advisory Committee.

Accordingly, following a public hearing on the matter, at a meeting held on April 25, 2023, the Select Board voted 4-0 to recommend FAVORABLE ACTION on the following motion (except as to those portions of the motion that included funding for the Pierce School reconstruction project, which the Select Board approved of by a vote of 3-1 (John VanScoyoc opposed)).

MOVED: To approve the budget for fiscal year 2024 set forth in the attached Tables I and II; to appropriate the amounts set forth for such fiscal year in the departments and expenditure object classifications within departments, as set forth in Tables I and II, subject to the following conditions; to raise all sums so appropriated, unless other funding is provided herein; and to establish the following authorizations:

**1.) TRANSFERS AMONG APPROPRIATIONS:** Transfers between the total departmental appropriations separately set forth in Tables 1 and 2 shall be permitted by vote of Town Meeting or as otherwise provided by Massachusetts General Laws Chapter 44, Section 33B(b). Within

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each separate departmental appropriation, expenditures shall be restricted to the expenditure object classifications set forth in the recommendation of the Advisory Committee, and voted by the Town Meeting, for each department, subject to the following exceptions:

- A) Expenditures within the appropriation for the School Department shall not be restricted.
- B) The following transfers within the appropriations for each department (other than the School Department and the Library Department), shall be permitted only with the prior written approval of the Select Board and Advisory Committee:
  - i) Transfers from the appropriation for the capital outlay object classification to any other object classification.
  - ii) Transfers to the appropriation for the personal services object classification from any other object classification.
  - iii) Any transfer which has the effect of increasing the number of positions or the compensation for any position, exclusive of adjustments in wages and benefits voted separately by Town Meeting.
  - v) Transfers within the Department of Public Works from the Parks Division to any other purpose.
  - vi) Transfers within the Department of Public Works from the Snow and Ice budget to any other purpose.
- C) Transfers within the Library Department appropriation shall be permitted with the approval of the Board of Library Trustees, and written notice of such approval shall be submitted promptly to the Advisory Committee, Town Administrator and Town Comptroller.
- D) All other transfers within the total appropriation for a particular department shall be permitted with the written approval of the Town Administrator, subject to review and approval of the Select Board, and upon the condition that written notice of each such approval shall be submitted promptly to the Advisory Committee and Town Comptroller.

**2.) PROCUREMENT CONTRACTS AND LEASES:** The Chief Procurement Officer is authorized to lease, or lease with an option to purchase, any equipment or capital item funded within the FY2023 budget, and to solicit and award contracts for terms of not more than four years, provided that in each instance the longer term is determined to be in the best interest of the Town by a vote of the Select Board.

**3.) ALLOCATION OF SALARY ADJUSTMENTS:** Appropriations for salary and wage adjustments (Item #20) shall be transferred by the Town Comptroller to the various affected

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departments within (60) days from the beginning of the fiscal year, or in the absence of duly approved collective bargaining agreements, within (60) days of the approval of the collective bargaining agreements by Town Meeting. The Select Board shall determine the salaries, which may include merit adjustments, for employees not included in any collective bargaining agreement.

Should a balance remain after the Town Comptroller has made the transfers specified herein, said balance shall be transferred by the Town Comptroller to a budget line entitled Personnel Services Reserve (Item #19), which shall be used to fund costs incurred over the course of the fiscal year pursuant to employee contracts and/or established personnel policies. The Town Comptroller shall include an accounting of all transfers made from this reserve in the Annual Financial Report.

**4.) STIPENDS / SALARIES OF ELECTED OFFICIALS:** The stipends of members of the Select Board shall be at the rate of \$4,500 per year for the Chair and at the rate of \$3,500 per year for each of the other four members. The annual salary of the Town Clerk shall be at the rate of \$106,861 effective July 1, 2023, plus any adjustment approved by vote of the Select Board. The Town Clerk shall pay all fees received by the Town Clerk by virtue of their office into the Town treasury for Town use.

**5.) VACANT POSITIONS:** No appropriation for salaries, wages, or other compensation shall be expended for any benefit-eligible position which has become vacant during the fiscal year unless the Select Board, at an official meeting, has determined that the filling of the vacancy is either essential to the proper operation of the Town or is required by law. This condition shall not apply to appropriations of the School Department.

**6.) GOLF ENTERPRISE FUND:** The following sums, totaling \$2,517,574 shall be appropriated into the Golf Enterprise Fund, and may be expended under the direction of the Park and Recreation Commission, for the operation of the Golf Course:

Salaries	\$875,572
Purchase of Services	\$438,060
Supplies	\$481,000
Other	\$9,600
Utilities	\$137,741
Capital	\$170,642
Debt Service	\$119,721
Reserve	<u>\$25,000</u>
Total Appropriations	\$2,257,336
Indirect Costs	<u>\$260,238</u>
Total Costs	\$2,517,574

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Total costs of \$2,517,574 to be funded from golf receipts with \$260,238 to be reimbursed to the General Fund for indirect costs.

**7.) WATER AND SEWER ENTERPRISE FUND:** The following sums, totaling \$32,522,728 shall be appropriated into the Water and Sewer Enterprise Fund, and may be expended under the direction of the Commissioner of Public Works for the Water and Sewer purposes as voted below:

	Water	Sewer	Total
Salaries	2,658,407	622,907	3,281,314
Purchase of Services	163,617	150,000	313,617
Supplies	149,805	27,000	176,805
Other	13,900	6,980	20,880
Utilities	141,379	0	141,379
Capital	543,349	65,000	608,349
Intergovernmental	8,551,815	14,169,817	22,721,632
Debt Service	925,750	1,261,540	2,187,290
Reserve	<u>139,185</u>	<u>180,425</u>	<u>319,610</u>
Total Appropriations	13,287,207	16,483,669	29,770,876
Indirect Costs	<u>2,218,878</u>	<u>532,974</u>	<u>2,751,852</u>
Total Costs	15,506,085	17,016,643	32,522,728

Total costs of \$32,522,728 to be funded from water and sewer receipts with \$2,751,852 to be reimbursed to the General Fund for indirect costs.

## **8.) REVOLVING FUNDS:**

- a.) The Park and Recreation Commission is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for special recreation programs and events. All receipts from said programs and events shall be credited to the fund. Annual expenditures from the fund shall not exceed \$4,600,000.
- b.) The Building Commissioner is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for the repair and maintenance of the Town's rental properties, including all those listed in the vote under Article 13 of the Warrant for the 1999 Annual Town Meeting. All receipts from said rental properties shall be credited to the fund. Annual expenditures from the fund shall not exceed \$225,000.



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- c.) The Commissioner of Public Works is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for the construction and reconstruction, upkeep, maintenance, repair and improvement of sidewalks and walkways along public streets and ways over, across and through town owned property. Annual expenditures from the fund shall not exceed \$100,000.
- d.) The Director of Planning and Community Development is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for the Façade Improvement Loan Program. Annual expenditures from the fund shall not exceed \$30,000.
- e.) The Library Director is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for the Copier Program. Annual expenditures from the fund shall not exceed \$30,000.
- f.) The School Department is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for the School bus Program. Annual expenditures from the fund shall not exceed \$75,000.

**9.) SCHOOLHOUSE MAINTENANCE AND REPAIR:** The sum of \$7,635,891 included within the Building Department appropriation for school building maintenance, shall be expended for School Plant repair and maintenance and not for any other purpose. The listing of work to be accomplished shall be established by the School Department. The feasibility and prioritization of the work to be accomplished under the school plant repair and maintenance budget shall be determined by the Superintendent of Schools and the Building Commissioner, or their designees.

**10.) SNOW AND ICE BUDGET:** The sum of \$457,530, included within the Department of Public Works appropriation for snow and ice operations, shall be expended for snow and ice operations and not for any other purpose, unless transferred per the provisions of Section 1.B.vi of this Article 9.

**11.) INTERFUND TRANSFERS:** In order to fund the appropriations voted for the various departments itemized on Table 1, the Town Comptroller is authorized to make the following interfund transfers:

Cemetery Sales Special Revenue Fund [to the General Fund for the Department of Public Works]	\$ 100,000
Recreation Revolving Fund [to the General Fund for benefits reimbursement]	\$460,811

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## 13.) HOST COMMUNITY FUNDS

Appropriate \$683,639 to be expended under the direction of the Town Administrator for marijuana mitigation activities, and to meet the appropriation transfer \$683,639 from the HCA stabilization fund.

**14.) BUDGETARY REPORTING:** The Town Comptroller shall provide the Advisory Committee with a report on the budgetary condition of the Town as of September 30, December 31, March 31, and June 30, within 45 days of said dates. This financial report shall include a summary of the status of all annual and special appropriations voted in this article; a report on the status of all special appropriations voted in prior years which remain open at the reporting date; and a summary of the status of all revenues and inter-fund transfers which have been estimated to finance the appropriations voted under this article.

**15.) SPECIAL APPROPRIATIONS:** The appropriations set forth as items 36 through 70, inclusive, in Table 1 shall be specially appropriated for the following purposes. In addition, with the exception of Items #65 - 70, they shall be transferred from the General Fund to the Revenue-Financed Capital Fund.

Appropriate sums of money for the following special purposes:

42. Raise and appropriate \$1,099,920, to resolve the special revenue account deficit as a result of COVID expenses that may not be eligible for reimbursement.
43. Raise and appropriate \$25,000, to be expended under the direction of the Chief Procurement Officer for town furniture upgrades.
44. Raise and appropriate \$375,000, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board, for the Brookline Village Library HVAC improvements.
45. Raise and appropriate \$900,000, to be expended under the direction of the Police Chief, with any necessary contracts over \$100,000 to be approved by the Select Board, for upgrades/replacement of the Police and Fire Department's radio infrastructure.
46. Raise and appropriate \$200,000, to be expended under the direction of the Police Chief, with any necessary contracts over \$100,000 to be approved by the Select Board, for the equipment and of the Body Worn and In-Car Camera program.

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47. Raise and appropriate \$500,000, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for traffic calming.
48. Raise and appropriate \$700,000, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for bike access improvements.
49. Raise and appropriate \$75,400, to be expended under the direction of the Commissioner of Public Works, for Accessible Pedestrian Signals.
50. Raise and appropriate \$4,680,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of streets.
51. Raise and appropriate \$500,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of sidewalks.
52. Raise and appropriate \$800,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for design work related to the Washington Street Rehabilitation and Complete Streets Program.
53. Raise and appropriate \$520,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the design of the renovation of Amory Tennis Courts, Parking and Halls Pond.
54. Raise and appropriate \$350,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for improvements to Monmouth Park.
55. Raise and appropriate \$2,000,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the renovation of Schick Playground.
56. Raise and appropriate \$285,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the renovation of playground equipment, fields, and fencing.
57. Raise and appropriate \$100,000, to be expended under the direction of the Commissioner of Public Works for the rehabilitation of Town and School grounds.
58. Raise and appropriate \$300,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts to be approved by the Select Board and the Park and Recreation Commission, for the rehabilitation of tennis courts and basketball courts.

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59. Raise and appropriate \$375,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board and the Tree Planting Committee, for the removal and replacement of trees.
60. Appropriate \$150,000, to be expended under the direction of the Recreation Director for the renovation of the Soule Courtyard, and to meet the appropriation transfer \$150,000 from the recreation revolving fund balance.
61. Raise and appropriate \$300,000, to be expended under the direction of the Recreation Director, with any necessary contracts to be approved by the Select Board and the Park and Recreation Commission, for tree work at Putterham Woods.
62. Raise and appropriate \$25,000, to be expended under the direction of the Chief Procurement Officer for school furniture upgrades.
63. Raise and appropriate \$200,000, to be expended under the direction of the Building Commissioner for HVAC equipment.
64. Raise and appropriate \$90,000, to be expended under the direction of the Building Commissioner for ADA renovations to Town and School facilities.
65. Raise and appropriate \$250,000, to be expended under the direction of the Building Commissioner for elevator renovations.
66. Raise and appropriate \$130,000, to be expended under the direction of the Building Commissioner for upgrades to energy management systems in Town and School facilities.
67. Raise and appropriate \$125,000, to be expended under the direction of the Building Commissioner, for public building fire alarm upgrades.
68. Raise and appropriate \$170,000, to be expended under the direction of the Building Commissioner, for improvements to life safety systems and building security in Town and School facilities.
69. Raise and appropriate \$1,000,000, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the School Committee, for minor renovations / upgrades to school buildings.
70. Raise and appropriate \$2,026,982, to be expended under the direction of the School Superintendent, with any necessary contracts to be approved by the School Committee, for the expansion of classroom capacity in various schools.
71. Raise and appropriate \$600,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for storm water improvements and to meet the appropriation, authorize the Treasurer, with the approval of the Select Board, to borrow \$600,000 under General Laws, Chapter 44, Section 8(5), as amended, or pursuant to any other enabling

authority; and authorize the Select Board to apply for, accept, receive and expend grants, aid, reimbursements, loans, and all other forms of funding and financial assistance from both state and federal sources and agencies for such purpose.

72. Raise and appropriate \$2,000,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for water system improvements and to meet the appropriation, authorize the Treasurer, with the approval of the Select Board, to borrow \$2,000,000 under General Laws, Chapter 44, Section 8(5), as amended, or pursuant to any other enabling authority; and authorize the Select Board to apply for, accept, receive and expend grants, aid, reimbursements, loans, and all other forms of funding and financial assistance from both state and federal sources and agencies for such purpose.
73. Raise and appropriate \$3,000,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for wastewater system improvements and to meet the appropriation, authorize the Treasurer, with the approval of the Select Board, to borrow \$3,000,000 under General Laws, Chapter 44, Section 7(1), as amended, or pursuant to any other enabling authority; and authorize the Select Board to apply for, accept, receive and expend grants, aid, reimbursements, loans, and all other forms of funding and financial assistance from both state and federal sources and agencies for such purpose.
74. To raise and appropriate \$275,000 to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for improvements at Robinson Playground; and to meet the appropriation, authorize the Treasurer, with the approval of the Select Board, to borrow \$275,000 under General Laws, Chapter 44, Section 7(1), as amended, or pursuant to any other enabling authority; and authorize the Select Board to apply for, accept, receive and expend grants, aid, reimbursements, loans, and all other forms of funding and financial assistance from both state and federal sources and agencies for such purpose; and to rescind a like amount voted at the November 15, 2022 Special Town Meeting under Article 1, Item 4, which item was inadvertently omitted from the warrant for such meeting.
75. To raise and appropriate \$355,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for improvements at Murphy Playground, and to meet the appropriation, authorize the Treasurer, with the approval of the Select Board, to borrow \$355,000 under General Laws, Chapter 44, Section 7(1), as amended, or pursuant to any other enabling authority; and authorize the Select Board to apply for, accept, receive and expend grants, aid, reimbursements, loans, and all other forms of funding and financial assistance from both state and federal sources and agencies for such purpose and to rescind a like amount voted at the November 15, 2022 Special Town Meeting under Article 1, Item 5, which item was inadvertently omitted from the warrant for such meeting
76. Appropriate Two Hundred Nine Million Nine Hundred Fifteen Thousand Nine Hundred Fifty-Eight Dollars (\$209,915,958) to pay costs of constructing a new PreK-8 School

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which includes renovations/addition to the existing historic Pierce School and other site improvements including reconstruction and repair of the Town Hall and Pierce School garages which are beneath the new school and the Town Park across School Street, including the payment of all costs related to designing the new school project, equipping and furnishing the school, site improvements, and all other costs incidental and related thereto (the “Project”), which new school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the Town may be eligible for a grant from the Massachusetts School Building Authority (the “MSBA”), said amount to be expended under the direction of the Town of Brookline Select Board; that to meet this appropriation the Treasurer, with the approval of the Select Board, is authorized to borrow said amount pursuant to G.L. c.44, §7(1) or G.L. c.70B, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; that the Town acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town; that any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) thirty-five and fifty-five hundredths percent (35.55%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; that the amount of the borrowing authorized by this vote shall be reduced by any grant amount set forth in and received pursuant to the Project Funding Agreement that may be executed between the Town and the MSBA; provided, however, that the appropriation and authorization to borrow pursuant to this vote shall be contingent upon the Town’s passage of a ballot question to exempt the principal and interest payments on such borrowing from the tax limitations of G.L. c.59, §21C (Proposition 2 ½).

**16.) FREE CASH:** Appropriate and transfer \$20,067,869 from free cash for the following purposes:

- a.) Operating Budget Reserve Fund (MGL Chapter 40, Section 6) – \$767,368;
- b.) Liability/Catastrophe Fund (Chapter 66 of the Acts of 1998, as amended) – \$381,006;
- c.) Stabilization Fund (MGL Chapter 40, Section 5B) - \$4,500,000
- d.) Reduce the tax rate (Special Appropriations) – \$14,419,495.

XXX

**TOWN OF BROOKLINE'S FISCAL POLICIES**  
**Adopted by the Board of Select Board on June 28, 2011**

**FREE CASH POLICIES**

Free Cash shall not be used for Operating Budget purposes. It shall be utilized in the following manner and order:

1. Appropriated Budget Reserve – an amount equivalent to 0.25% of the prior year's net revenue shall be appropriated as part of the Town's 1% Appropriated Budget Reserve Fund, as allowed for under MGL Chapter 40, Section 6 and as described in the Town's Reserve Policies.
2. Unreserved Fund Balance / Stabilization Fund – Free Cash shall be used to maintain an Unreserved Fund Balance plus Stabilization Fund in an amount equivalent to no less than 10% of revenue, as defined in the Town's Audited Financial Statements, with a goal of 12.5%, as described in the Town's Reserve Policies. If the Stabilization Fund were drawn down in the immediate prior fiscal year, then an allocation shall be made to the Fund in an amount at least equivalent to the draw down of the immediate prior fiscal year.
3. Liability / Catastrophe Fund – to the extent necessary, Free Cash shall be used to reach the funding target of the Town's Liability / Catastrophe Fund, as described in the Town's Reserve Policies.
4. Capital Improvement Program (CIP) – remaining Free Cash shall be dedicated to the CIP so that total CIP funding as a percent of the prior year's net revenue is not less than 7.5%, to the extent made possible by available levels of Free Cash.
5. Affordable Housing Trust Fund (AHTF) – in order to support the Town's efforts toward creating and maintaining affordable housing, 15% of remaining Free Cash shall be appropriated into the AHTF if the unreserved fund balance in the AHTF, as calculated in the Town's financial system, is less than \$5 million.
6. Special Use – remaining Free Cash may be used to augment the trust funds related to fringe benefits, unfunded liabilities related to employee benefits, including pensions and Other Post-Employment Benefits (OPEB's), and other one-time uses, including additional funding for the CIP and AHTF.

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## RESERVE POLICIES

The establishment and maintenance of adequate financial reserves provide the Town of Brookline with financial flexibility and security and is recognized as an important factor considered by bond rating agencies, the underwriting community and other stakeholders. The Town shall maintain the following general, special, and strategic reserve funds:

- **Budget Reserve** – to respond to extraordinary and unforeseen financial obligations, an annual budget reserve shall be established under the provisions of MGL Chapter 40, Section 6. The funding level shall be an amount equivalent to 1% of the prior year’s net revenue, maintained in the manner set out below. Any unexpended balance at the end of the fiscal year must go toward the calculation of free cash; no fund balance is maintained.
  - Funding from Property Tax Levy – an amount equivalent to 0.75% of the prior year’s net revenue shall be allocated from the Property Tax levy to the Appropriated Budget Reserve.
  - Funding from Free Cash – an amount equivalent to 0.25% of the prior year’s net revenue shall be allocated from Free Cash, per the Town’s Free Cash Policies, to the Appropriated Budget Reserve.
- **Unreserved Fund Balance / Stabilization Fund** – the Town shall maintain an Unreserved Fund Balance plus Stabilization Fund in an amount equivalent to no less than 10% of revenue, as defined in the Town’s Audited Financial Statements, with a goal of 12.5%. If the balance falls below 10% at the end of the fiscal year, then Free Cash shall be used to bring the amount up to 10%, as described in the Free Cash Policy, as part of the ensuing fiscal year’s budget. The Stabilization Fund shall be established under the provisions of MGL Chapter 40, Section 5B.
  1. The Stabilization Fund may only be used under the following circumstances:
    - a. to fund capital projects, on a pay-as-you-go basis, when available Free Cash drops below \$2 million in any year; and/or
    - b. to support the operating budget when Net Revenue, as defined in the CIP policies, increases less than 3% from the prior fiscal year.
  2. The level of use of the Stabilization Fund shall be limited to the following:
    - a. when funding capital projects, on a pay-as-you-go basis under #1a. above, no more than \$1 million may be drawn down from the fund in any fiscal year. The maximum draw down over any three year period shall not exceed \$2.5 million.
    - b. when supporting the operating budget under #1b. above, the amount drawn down from the fund shall be equal to the amount necessary to bring the year-over-year increase in the Town’s prior year net revenue to 3%, or \$1 million, whichever is less. The maximum draw down over any three year period shall not exceed \$2.5 million.



3. In order to replenish the Stabilization Fund if used, in the year immediately following any draw down, an amount at least equivalent to the draw down shall be deposited into the fund. Said funding shall come from Free Cash.
- **Liability / Catastrophe Fund** – established by Chapter 66 of the Acts of 1998, and amended by Chapter 137 of the Acts of 2001, this fund shall be maintained in order to protect the community against major facility disaster and/or a substantial negative financial impact of litigation. The uses of and procedures for accessing the fund are described in the above referenced special act. The target fund balance is 1% of the prior year's net revenue and funding shall come from available Free Cash and other one-time revenues.
  - **Overlay Reserve** – established per the requirements of MGL Chapter 59, Section 25, the Overlay is used as a reserve, under the direction of the Board of Assessors, to fund property tax exemptions and abatements resulting from adjustments in valuation. The Board of Select Board shall, at the conclusion of each fiscal year, require the Board of Assessors to submit an update of the Overlay reserve for each fiscal year, including, but not limited to, the current balances, amounts of potential abatements, and any transfers between accounts. If the balance of any fiscal year overlay exceeds the amount of potential abatements, the Board of Select Board may request the Board of Assessors to declare those balances surplus, for use in the Town's Capital Improvement Plan (CIP) or for any other one-time expense.

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## **CAPITAL IMPROVEMENT PROGRAM (CIP) POLICIES**

Planning, budgeting and financing for the replacement, repair and acquisition of capital assets is a critical component of the Town of Brookline's financial system. Prudent planning and funding of its capital infrastructure ensures that the Town can continue to provide quality public services in a financially sound manner. The development of a Capital Improvement Program (CIP) is the mechanism that the Town uses to identify projects, prioritize funding and create a long-term financial plan that can be achieved within the limitations of the Town's budget.

### **Definition of a CIP Project**

A capital improvement project is any project that improves or adds to the Town's infrastructure, has a substantial useful life, and costs \$25,000 or more, regardless of funding source. Examples of capital projects include the following:

- . Construction of new buildings
- . Major renovation of or additions to existing buildings
- . Land acquisition or major land improvements

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- . Street reconstruction and resurfacing
- . Sanitary sewer and storm drain construction and rehabilitation
- . Water system construction and rehabilitation
- . Major equipment acquisition and refurbishment
- . Planning, feasibility studies, and design for potential capital projects

## **Evaluation of CIP Projects**

The capital improvement program shall include those projects that will preserve and provide, in the most efficient manner, the infrastructure necessary to achieve the highest level of public services and quality of life possible within the available financial resources.

Only those projects that have gone through the CIP review process shall be included in the CIP. The CIP shall be developed in concert with the operating budget and shall be in conformance with the Board's CIP financing policy. No project, regardless of the funding source, shall be included in the CIP unless it meets an identified capital need of the Town and is in conformance with this policy.

Capital improvement projects shall be thoroughly evaluated and prioritized using the criteria set forth below. Priority will be given to projects that preserve essential infrastructure. Expansion of the capital plan (buildings, facilities, and equipment) must be necessary to meet a critical service. Consideration shall be given to the distributional effects of a project and the qualitative impact on services, as well as the level of disruption and inconvenience.

The evaluation criteria shall include the following:

- Eliminates a proven or obvious hazard to public health and safety
- Required by legislation or action of other governmental jurisdictions
- Supports adopted plans, goals, objectives, and policies
- Reduces or stabilizes operating costs
- Prolongs the functional life of a capital asset of the Town by five years or more
- Replaces a clearly obsolete facility or maintains and makes better use of an existing facility
- Prevents a substantial reduction in an existing standard of service
- Directly benefits the Town's economic base by increasing property values
- Provides new programs having social, cultural, historic, environmental, economic, or aesthetic value
- Utilizes outside financing sources such as grants

## **CIP Financing Policies**

An important commitment is to providing the funds necessary to fully address the Town's capital improvement needs in a fiscally prudent manner. It is recognized that a balance must be maintained between operating and capital budgets so as to meet the needs of both to the maximum extent possible.

For the purposes of these policies, the following definitions apply:

- Net Operating Revenue - Gross revenues, less net debt exclusion funds, enterprise (self-supporting) operations funds, free cash, grants, transfers from other non-recurring non-general funds, and non-appropriated costs.
- Net Direct Debt (and Debt Service) - Gross costs from local debt, less Prop 2 1/2 debt exclusion amounts and amounts from enterprise operations.
- Net Tax-Financed CIP - Gross amount of appropriations for capital improvements from current revenues, less amounts for enterprise operations, grants, free cash, transfers, and non-recurring special revenue funds.

The capital improvements program shall be prepared and financed in accordance with the following policies:

#### OUTSIDE FUNDING

State and/or federal grant funding shall be pursued and used to finance the capital budget wherever possible.

#### ENTERPRISE OPERATIONS - SELF SUPPORTING

Capital projects for enterprise operations shall be financed from enterprise revenues solely.

#### CIP BUDGET ALLOCATIONS - 6% OF NET REVENUES

Total net direct debt service and net tax-financed CIP shall be maintained at a level equivalent to 6% of prior year net operating revenues.

- TAX FINANCED ALLOCATION - 1.5% OF NET REVENUES  
Net tax-financed capital expenditures shall be maintained at a target level equivalent to 1.5% of prior year net operating revenues.
- DEBT-FINANCED ALLOCATION - 4.5% OF NET REVENUES  
Net direct debt service shall be maintained at a target equivalent to 4.5% of prior year net operating revenues.

#### DEBT MANAGEMENT POLICIES

Debt financing of capital projects shall be utilized in accordance with the following policies:

- Debt financing for projects supported by General Fund revenue shall be reserved for capital projects and expenditures which either cost in excess of \$250,000 or have an anticipated life span of five years or more, or are expected to prolong the useful life of a capital asset by five years or more. For projects supported by Enterprise Fund revenue, debt financing shall be reserved for capital projects and expenditures that cost in excess of \$100,000.
- Bond maturities shall not exceed the anticipated useful life of the capital

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project being financed. Except for major buildings and water and sewer projects, bond maturities shall be limited to no more than ten years.

- Bond maturities shall be maintained so that at least 60% of the outstanding net direct debt (principal) shall mature within 10 years.
- Total outstanding general obligation debt shall not exceed 2.5% of the total assessed value of property.
- Total outstanding general obligation debt per capita shall not exceed \$2,385, which reflects \$2,000 inflated annually since July 1, 2004. This amount shall continue to be adjusted annually by the consumer price index (CPI) for all urban consumers (northeast region all items).
- Total outstanding general obligation debt per capita shall not exceed 6% of per capita income, as defined by the Census Bureau of the U.S. Department of Commerce.

### FREE CASH

After using free cash in accordance with the Town's free cash policy, available free cash shall be used to supplement the CIP so that total CIP funding as a percent of the prior year's net revenue is not less than 7.5%, to the extent made possible by levels of available free cash.

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### UNFUNDED LIABILITIES POLICY

Defined as “the actuarial calculation of the value of future benefits payable less the net assets of the fund at a given balance date”, unfunded liabilities represent a significant financial obligation for all levels of government across the country. In Brookline and other Massachusetts municipalities, the two primary unfunded liabilities are for Pensions and Other Post-Employment Benefits (OPEB's).

- Pensions – the Contributory Retirement System is a defined benefit program that is governed by Massachusetts General Laws, Ch. 32 and is regulated by the Public Employee Retirement Administration Commission (PERAC), a State entity responsible for the oversight, guidance, monitoring, and regulation of Massachusetts' 105 public pension systems. Funding for this system covers the costs of employees who are part of the Town's retirement system, which does not include teachers, as their pensions are funded by the State.

In accordance with State law, PERAC regulations and government accounting standards, the Town contracts for an actuarial valuation of the retirement system to quantify the unfunded liability on a biennial basis. Under current State law, the Town then establishes a funding schedule to fully-fund this liability by 2040. The Town shall

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continue to fund this liability in the most fiscally prudent manner, recognizing the fact that the adoption of a funding schedule is, by law, the responsibility of the local retirement board.

- OPEB's – these consist primarily of the costs associated with providing health insurance for retirees and their spouses. The Government Accounting Standards Board (GASB) issued Statements No. 43 and No. 45 in 2004 to address the OPEB issue. GASB 43 required the accrual of liabilities of OPEB generally over the working career of plan members rather than the recognition of pay-as-you-go contributions, while GASB 45 required the accrual of the OPEB expense over the same period of time. The reporting requirements of GASB 43 and 45 include disclosures and schedules providing actuarially determined values related to the funded status of the OPEB. This requires that the accrued liabilities be determined by a qualified actuary using acceptable actuarial methods.

While there is currently no legal requirement to fund OPEB's, the Town shall continue to follow its plan to move toward fully-funding the Annual Required Contribution (ARC), ultimately developing a funding schedule that fully-funds OPEB's according to a schedule similar to the pension funding schedule. This plan should continue to include annual increases in the portion of the appropriation supported by General Fund revenues. It should also include using the "run-off" from the pension system once that system is fully-funded. In order to determine the funding schedule, the Town shall continue its current practice of having an independent actuary prepare biennial valuations, which is in compliance with GASB's requirement.

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## ADVISORY COMMITTEE'S RECOMMENDATION

A report and recommendation under Article 7 will be included in the supplement.

## OFFICE OF THE SELECT BOARD

## MEMORANDUM

TO: Select Board  
Advisory Committee

FROM: Melissa Goff, Deputy Town Administrator

RE: **Summary of budget adjustments since Financial Plan**

DATE: 4/23/24

The following adjustments are recommended prior to a final vote on the FY25 budget:

**Police MOA – Article 2:**

The Town has been in active collective bargaining discussions with the Police union during the development of the FY25 budget. The current MOA approved by the Select Board is \$224,810 higher than what was included in the collective bargaining reserve for FY25, which has necessitated additional reductions to those proposed in the Financial Plan. Both the Board and the Police Chief reviewed these reductions prior to the approval of the MOA. Since the agreement is above the parameters established for collective bargaining, the recommendation is to utilize anticipated salary savings from the vacancies in the Department as the primary source of funding. Reduced funding will compel the department to operate with less flexibility than in years past, but the move away from civil service is beneficial enough to warrant implementing these reductions. The positions will be held open with the goal of restoring to full funding for them in future years as staffing levels improve. Other reductions are recommended to lessen the immediate impact on the Police budget. The following adjustments are recommended prior to a final vote on the FY25 budget:

	<b><u>FY25 Financial Plan</u></b>	<b><u>FY25 Adjusted</u></b>	<b><u>Variance</u></b>
9 Planning & CD	1,611,850	1,608,850	(3,000)
10 Police	19,350,218	19,167,445	(182,773)
11 Fire	19,148,746	19,144,688	(4,058)
12 Building	12,271,738	12,261,034	(10,704)
13 Public Works	18,826,654	18,813,556	(13,098)
15 Health and Human Services	1,568,675	1,558,622	(10,053)

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18 Recreation	1,208,254	1,207,130	(1,124)
20 Collective Bargaining - Town	2,700,584	2,925,394	224,810
<b><u>TOTAL</u></b>	76,686,719	76,686,719	-

### **Debt and Interest**

With the completion of the Town's recent bond sale, some adjustments are needed for the debt and interest portion of the budget. The Town ended up borrowing \$1.2M more for the Fire Stations project than what was anticipated in the Financial Plan. This increased the debt service budget by \$85,464, and provides a corresponding adjustment to the revenue estimate from property taxes. There is no impact on the operating budget as a result of these changes.

The new budget detail can be found below:

	<b><u>FY25 Financial Plan</u></b>	<b><u>FY25 Adjusted</u></b>	<b><u>Variance</u></b>
34 a. Funded Debt - Principal	21,897,817	22,172,506	274,689
34 b. Funded Debt - Interest	14,844,524	14,655,299	(189,225)
34 c. Bond Anticipation Notes	100,000	100,000	-
34 d. Abatement Interest and Refunds	60,000	60,000	-
<b><u>DEBT SERVICE TOTAL</u></b>	36,902,341	36,987,805	85,464

### **Group Health**

As described in my 3/18/24 memo, the following adjustments are recommended due to confirmation of final Group Insurance Commission (GIC) rates and a recommendation from the Select Board on Retiree Group Health Trust Fund (OPEB) funding:

	<b><u>FY25 Financial Plan</u></b>	<b><u>FY25 Adjusted</u></b>	<b><u>Variance</u></b>
20 Collective Bargaining - Town	3,002,030	3,158,103	156,073
21 Schools	136,413,421	136,638,226	224,805
23 b. Group Health	38,414,088	38,033,210	(380,878)
23 c. Retiree Group Health Trust Fund (OPEB's)	5,931,980	5,431,980	(500,000)



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26 Stabilization Fund	2,000,000	2,500,000	500,000
<b>TOTAL</b>	185,761,518	185,761,518	-

**State Aid**

The House Ways & Means budget provides an additional \$354,766 in local aid for Brookline. Given the budget pressures facing the Schools, we are recommending moving to this version of the budget with respect to projected State Aid revenue. The recommendation for the Town side is that the Collective Bargaining Reserve utilize this additional revenue, given the pressure coming from the other unions in reaction to the settled Police contract.

	<b>FY25 Financial Plan</b>	<b>FY25 GIC Adjusted</b>	<b>Addl. State Aid</b>	<b>Variance from GIC adjustment</b>
20 Collective Bargaining - Town	3,002,030	3,158,103	3,303,476	145,373
21 Schools	136,413,421	136,638,226	136,847,619	209,393
<b>TOTAL</b>	139,415,451	139,796,329	140,151,095	354,766

The attached budget tables reflect all of the changes listed above. I will be working on adding a column to show the Advisory Committee's changes, based on their departmental budget reviews.

## ARTICLE 10

Submitted by: Advisory Committee

To see if the Town will:

### A.) Fiscal Year 2025 Budget

Appropriate the sums requested or proposed by the Select Board or by any other officer, board or committee, or any other sum or sums, for the fiscal year 2025 budget; without limiting the foregoing, appropriate the sums necessary for all town expenses, including the snow and ice budget, debt and interest, and operating expenses; fix the salaries of all elected officers as provided for in General Laws, Chapter 41, Section 108; authorize the leasing, leasing with an option to purchase or installment purchase of equipment; appropriate to or from a stabilization fund as provided for in General Laws Chapter 40, Section 5B; Chapter 44, Section 44B; authorize the continuation of all revolving funds in accordance with General Laws, Chapter 44, Section 53E½ and all Enterprise Funds in accordance with General Laws, Chapter 44, Section 53F½; allocate available free cash; provide for a reserve fund; and establish the requirements for transfers among appropriations, interfund transfers, transfers for the purposes of salary adjustments, filling vacant positions and budgetary reporting.

### B.) Fiscal Year 2025 Special Appropriations

Appropriate sums of money for the following special purposes:

- 1.) Appropriate \$225,000, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board, for maintenance of town garage floors.
- 2.) Appropriate \$500,000, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of Town buildings.
- 3.) Appropriate \$125,000, to be expended under the direction of the Chief Information Officer, with any necessary contracts over \$100,000 to be approved by the Select Board, for technology infrastructure.
- 4.) Appropriate \$400,000 to be expended under the direction of the Director of Planning and Community Development, with any necessary contracts over \$100,000 to be approved by the Select Board, for the purpose of completing the Town's Comprehensive Plan.
- 5.) Appropriate \$325,000 to be expended under the direction of the Fire Chief, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of Engine #3.

- 6.) Appropriate \$250,000, to be expended under the direction of the Police Chief, with any necessary contracts over \$100,000 to be approved by the Select Board, for equipment and software for the Body Worn and In-Car Camera program.
- 7.) Appropriate \$100,000, , to be expended under the direction of the Building Commissioner, for the feasibility study to improve the Public Safety building lobby and adjacent areas.
- 8.) Appropriate \$350,000, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for traffic calming.
- 9.) Appropriate \$350,000, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for bike access improvements.
- 10.) Appropriate \$400,000, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for the parking meter replacement program.
- 11.) Appropriate \$1,950,000, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for the Hammond Street at Woodland Road Traffic Signal And Road Diet Improvement Plan.

MISSING TNC APPROPRIATION OF \$100,000

- 12.) Appropriate \$150,800, to be expended under the direction of the Commissioner of Public Works, for Accessible Pedestrian Signals.
- 13.) Appropriate ~~\$5,980,000, 6,947,688 or any other sum,~~ to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of streets.
- 14.) Appropriate ~~\$513,000, 632,521 or any other sum,~~ to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of sidewalks.
- 15.) Appropriate \$800,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for design work related to the Washington Street Rehabilitation and Complete Streets Program.
- 16.) Appropriate \$3,000,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for wastewater system improvements.

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- 17.) Appropriate \$2,780,000, , to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the renovation of Amory Tennis Courts, Parking and Halls Pond.
- 18.) Appropriate \$95,000, to be expended under the direction of the Commissioner of Public Works, Big Belly compacting waste stations.
- 19.) Appropriate \$400,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the design of the renovation of Griggs Park.
- 20.) Appropriate \$3,300,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for improvements at Larz Anderson Park, provided that any such funds pertaining to renovations or alterations to Larz Anderson Park or the buildings or structures thereon shall not be committed, encumbered or expended until such time as the Preservation Commission has been consulted and within 60 days of receiving documents, including plans and drawings, has advised the Town of all necessary state and federal requirements pertaining to such alterations or renovations and has reviewed and made recommendations with respect to such proposed renovations or alterations for purposes of preserving the cultural and historical integrity of these resources.
- 21.) Appropriate \$550,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for improvements to Monmouth Park.
- 22.) Appropriate \$300,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the renovation of playground equipment, fields, and fencing.
- 23.) Appropriate \$185,000, to be expended under the direction of the Commissioner of Public Works for the rehabilitation of Town and School grounds.
- 24.) Appropriate \$550,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board and the Tree Planting Committee, for the removal and replacement of trees.
- 25.) Appropriate \$200,000, to be expended under the direction of the Recreation Director, with any necessary contracts over \$100,000 to be approved by the Select Board and the Park and Recreation Commission, for tree work at Putterham Woods.
- 26.) Appropriate \$600,000, to be expended under the direction of the Recreation Director, with any necessary contracts over \$100,000 to be approved by the Select Board and the Park and Recreation Commission, for Golf Course Improvements.
- 27.) Appropriate \$1,115,000, to be expended under the direction of the Building

# 10.A.

Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board and the Park and Recreation Commission, for the Evelyn Kirrane Aquatics Center dehumidification and filter work project.

# 10.A.

- 28.) Appropriate \$200,000, to be expended under the direction of the Chief Procurement Officer for school furniture upgrades, including new cafeteria tables for Brookline High School.
- 29.) Appropriate \$170,000, to be expended under the direction of the Building Commissioner for HVAC equipment.
- 30.) Appropriate \$200,000, to be expended under the direction of the Building Commissioner for underground tank removal.
- 31.) Appropriate \$100,000 to be expended under the direction of the Building Commissioner for ADA renovations to Town and School facilities.
- 32.) Appropriate \$650,000, to be expended under the direction of the Building Commissioner for elevator renovations.
- 33.) Appropriate \$410,000, to be expended under the direction of the Building Commissioner for upgrades to energy conservation projects in Town and School facilities.
- 34.) Appropriate \$300,000, , to be expended under the direction of the Building Commissioner for upgrades to energy management systems in Town and School facilities.
- 35.) Appropriate \$500,000, to be expended under the direction of the Building Commission, with any necessary contracts over \$100,000 to be approved by the Select Board and, with respect to School Buildings, by the School Committee, for building envelope / fenestration repairs to Town and School facilities.
- 36.) Appropriate \$225,000, , to be expended under the direction of the Building Commissioner, for public building fire alarm upgrades.
- 37.) Appropriate \$180,000, to be expended under the direction of the Building Commissioner, for improvements to life safety systems and building security in Town and School facilities.
- 38.)
  - a) Appropriate, \$1,128,000 to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board and the School Committee, for minor renovations / upgrades to the Baker School building, as noted in the "Revised School Building CIP Allocation FY 25 dated April 12, 2024.
  - b) Appropriate \$1,430,000 to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board and the School Committee, for minor

renovations / upgrades to the Lincoln School building (new) as noted in the "Revised School Building CIP Allocation FY 25 dated April 12, 2024.

- 
- c) Appropriate \$250,000 to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board and the School Committee, for minor renovations / upgrades to the Hayes School building, as noted in the "Revised School Building CIP Allocation FY 25 dated April 12, 2024.
- 
- d) Appropriate \$15,000 to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board and the School Committee, for minor renovations / upgrades to the Brookline High School Main Building, as noted in the "Revised School Building CIP Allocation FY 25 dated April 12, 2024.
- 
- e) Appropriate \$100,000 to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board and the School Committee, for minor renovations / upgrades to the Lawrence School building, as noted in the "Revised School Building CIP Allocation FY 25 dated April 12, 2024.
- 
- f) Appropriate \$785,000 to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board and the School Committee, for minor renovations / upgrades to the Runkle School building, as noted in the "Revised School Building CIP Allocation FY 25 dated April 12, 2024.
- 
- g) Appropriate **\$180,000** to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board and the School Committee, for minor renovations / upgrades to the **first floor** (main entryway floor) of the Baldwin School building, as noted in the "Revised School Building CIP Allocation FY 25 dated April 12, 2024; and provided that any such funds pertaining to renovations or alterations to the exterior or interior of the Baldwin School or to the Baldwin School Playground not committed, encumbered or expended before June 30, 2024 shall not be committed, encumbered or expended until such time as (1) the requirements of Article 5.3 of the Town's General Bylaws with respect to demolition have been met, and (2) the Preservation Commission, within 60 days of receiving relevant plans and drawings, has reviewed and made recommendations regarding any such proposed renovations or alterations for purposes of preserving the cultural and historical integrity of these public resources. Furthermore, an MOU between the Town and PSB governing the PSB's use of the Baldwin School shall be executed no later than December 31, 2024, and the occupancy shall terminate by June 30, 2027, unless extended after completion of a Town conducted planning study to determine the highest and best municipal or school use of the property.

39.) Appropriate \$200,000, or any other sum, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved

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by the School Committee, for the modifications to school buildings in response to Individualized Education Program (IEP) accommodations.

- 40.) Appropriate \$250,000, or any other sum, to be expended under the direction of the School Superintendent, with any necessary contracts over \$100,000 to be approved by the School Committee, for a long term capital planning study for school buildings.
- 41.) Appropriate \$717,332, to be expended under the direction of the School Superintendent, to fulfill contractual obligations under the Town of Brookline Amended School Space Lease, effective August 1, 2020 and further Amended on **MARCH \*\*, 2024** with Temple Ohabei Shalom; and under the Town of Brookline Amended School Space Lease effective September 1, 2019, and further Amended on June 26, 2020 with Temple Emeth, with any future amendments to existing leases to be approved by the School Committee and Select Board, for the provision of BEEP classrooms at those two locations.

C.) Funding

And determine whether such appropriations shall be raised by taxation, transferred from available funds, borrowed or provided by any combination of the foregoing, and authorize the leasing, leasing with an option to purchase, or the installment purchase of any equipment or any capital items; and authorize the Select Board, except in the case of the School Department Budget, and with regard to the School Department, the School Committee, to apply for, accept and expend grants, gifts, reimbursements, and aid from both federal, state, and other sources and agencies for any of the purposes noted in this Article, or act on anything relative thereto.

**ARTICLE 11**

Submitted by: Community Preservation Act Committee

To see if the Town will vote to make appropriations from the Community Preservation Act Fund for eligible community preservation projects; for community preservation reserve accounts for historic preservation, open space and recreation, and affordable housing; for Community Preservation Act Committee administrative expenses or other eligible expenses in fiscal year 2025.

The Community Preservation Act Committee will make recommendations on how the appropriations will be allocated from among the list of 15 applications listed below and will complete its analysis and review in April, 2024,

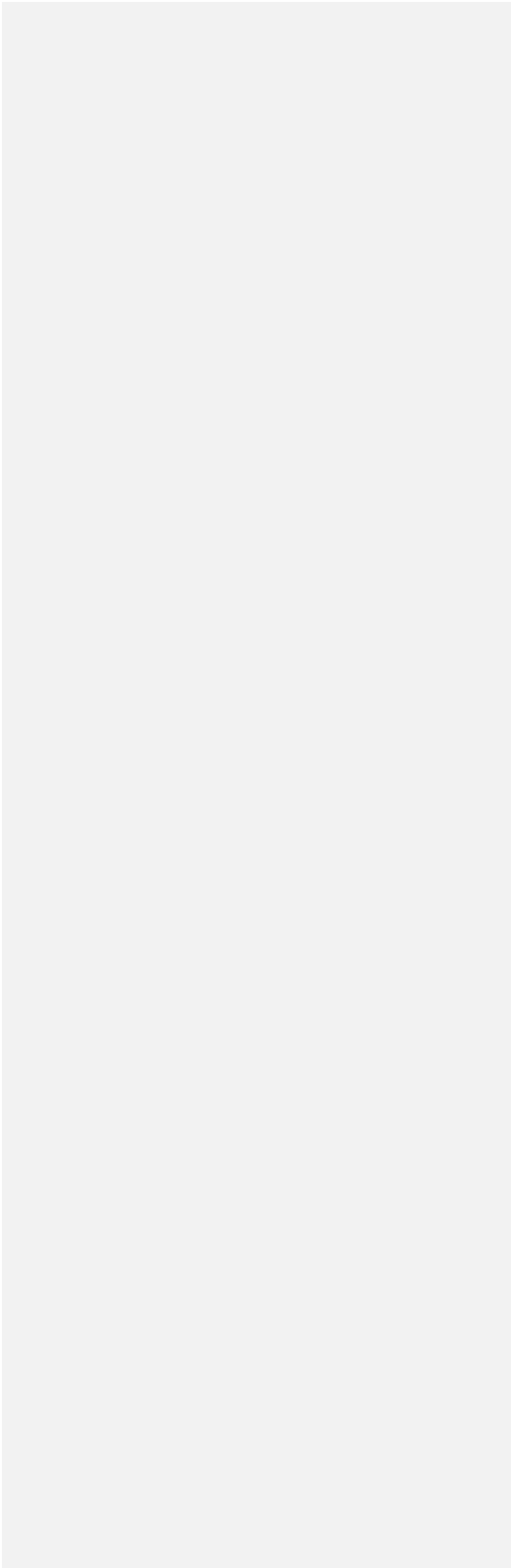
Title of Application	Name of Submitting Organization
Invasive Species Removal at Hall's Pond	Friends of Hall's Pond
Park & Recreation Open Space Trust	Park and Rec Commission/Alexandra Vecchio
Tree Inventory	Park and Rec Commission/Alexandra Vecchio
Egmont Street Roof Replacement	Brookline Housing Authority
High Street Redevelopment	Brookline Housing Authority
Housing Assistance & Program Support	Brookline Community Development Corp.



# 10.A.

Boylston St Property Preservation  
Beacon Street Property Preservation

Brookline Community Development Corp.  
Brookline Community Development Corp.



10.A.  
Revised School Building CIP Allocation FY 25 dated April 12, 2024

Revised School Building CIP Allocation FY 25 dated April 12, 2024

Location	Project Details	FY25	FY26	TOTAL FY25 - FY26	FY27	FY28	FY29	FY30	Total FY 25 - FY 30
	Remove Carpet, Replace with VCT - 5 rooms	\$30,000	\$33,000	\$63,000					\$63,000
<b>Baker</b>	Paint 10 classrooms	\$10,000	\$5,000	\$15,000					\$15,000
	Refurbish the Staircase by room 202 (the stairs used for recess)	\$50,000		\$50,000					\$50,000
	<b>Baker Total</b>	<b>\$90,000</b>	<b>\$38,000</b>	<b>\$128,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$128,000</b>
	Classroom Cabinet Millwork Repairs 2nd and 3rd Floor	\$50,000		\$50,000					\$50,000
	2nd/3rd Floor Recondition (floors, paint)	\$600,000		\$600,000					\$600,000
	Library Recondition (floors, paint, and millwork)	\$75,000		\$75,000					\$75,000
	Gym Renovation (floors, painting, and scoreboard)	\$70,000		\$70,000					\$70,000
	Electrical Repairs/Replacements Needed for 1994 Bldg	\$100,000		\$100,000					\$100,000
<b>Lincoln</b>	Replace All Ceiling Tiles in Building	\$150,000		\$150,000					\$150,000
	Bathroom Renovation (\$30k per bathroom)	\$90,000	\$120,000	\$210,000					\$210,000
	Cafeteria Reconditioning (floors, paint, and millwork)		\$50,000	\$50,000					\$50,000
	Kitchen Renovation		\$100,000	\$100,000					\$100,000
	Finish Removing Wallpaper in Basement, Paint (about 40% done)		\$25,000	\$25,000					\$25,000
	<b>Lincoln Total</b>	<b>\$1,135,000</b>	<b>\$295,000</b>	<b>\$1,430,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,430,000</b>
	Upgrade Main Electric to Building to Install Heat Pumps (2)	\$250,000		\$250,000					\$250,000
	Replace Wall Mats with New School Name (paid from maintenance budget FY 24)	\$0							\$0
	Replace School Name on Front of School (paid from maintenance budget FY 24)	\$0							\$0
	Library Carpet Replacement (and library movers)				\$55,000				\$55,000
	Auditorium Renovation (floor, paint, seats if applicable)				\$75,000				\$75,000
<b>Hayes</b>	Paint (halls, classrooms, offices)					\$50,000	\$60,000	\$70,000	\$180,000
	Bathroom Renovation					\$105,000	\$140,000		\$245,000
	Replace Window Shades in Classrooms					\$25,000			\$25,000
	<b>Hayes Total</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$130,000</b>	<b>\$180,000</b>	<b>\$200,000</b>	<b>\$70,000</b>	<b>\$830,000</b>

10.A.  
**Revised School Building CIP Allocation FY 25 dated April 12, 2024**

	Replace Door in Café Overflow		\$15,000	\$15,000					\$15,000
	Extend Lowell Rd Loading Dock Another 10 ft. Widen Door				\$30,000				\$30,000
	Paint 2/3 of the Interior at 115 Greenough				\$300,000	\$300,000	\$300,000	\$300,000	\$1,200,000
	Classroom and Hallway Flooring (Est. 300,000 SF. Main Campus, Greenough St.)				\$100,000	\$100,000	\$100,000	\$100,000	\$400,000
<b>BHS</b>	Upgrade HVAC in Wrestling Room, (add dehumidification replace entire floor & all mats)					\$350,000			\$350,000
<i>Main Building</i>	Install AC in Cafeteria					\$100,000			\$100,000
	Bathroom Renovation (new fixtures, flooring, etc. for a full renovation)					\$350,000	\$350,000	\$350,000	\$1,050,000
	Renovate Auto Space for Engineering Program						\$75,000		\$75,000
	Schluntz Foyer Upgrade/Reuse (floor, paint, ceiling tiles )							\$50,000	\$50,000
	<b>BHS Total (3)</b>	<b>\$0</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$430,000</b>	<b>\$1,200,000</b>	<b>\$825,000</b>	<b>\$800,000</b>	<b>\$3,270,000</b>
	Replace Carpets in 10 Classrooms	\$60,000		\$60,000					\$60,000
<b>Lawrence</b>	Repair / Replace Stair Treads, Various Stairways	\$40,000		\$40,000					\$40,000
	Turn Boys Locker Room Into Small Classroom				\$250,000				\$250,000
	<b>Lawrence Total</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350,000</b>
	Multi Purpose Room (MPR) Curtain/Drapes (cords are broken and don't work)	\$10,000		\$10,000					\$10,000
	Update Sound Board and Control Panel in MPR (4)	\$15,000		\$15,000					\$15,000
<b>Runkle</b>	Lighting Not Working in MPR	\$35,000		\$35,000					\$35,000
	Paint (all classrooms and hallways) (4)		\$225,000	\$225,000					\$225,000
	Flooring Refresh - where and is this a replacement		\$500,000	\$500,000					\$500,000
	<b>Runkle Total</b>	<b>\$60,000</b>	<b>\$725,000</b>	<b>\$785,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$785,000</b>
		<b>\$1,635,000</b>	<b>\$1,073,000</b>	<b>\$2,708,000</b>	<b>\$810,000</b>	<b>\$1,380,000</b>	<b>\$1,025,000</b>	<b>\$870,000</b>	<b>\$6,793,000</b>

10.A.  
 Revised School Building CIP Allocation FY 25 dated April 12, 2024

		Original Proposal	April 12 2024 Update	April 12, 2024 Update - FINAL				
	Upgrade Electrical Service to Meet Code	\$74,250	\$74,250	\$74,250				\$74,250
	Ceiling Work/Replaster Upper Level	\$20,000	\$20,000	\$20,000				\$20,000
								\$10,000
	Paint Interior	\$90,000	\$90,000	\$90,000				\$90,000
	Update Flooring (excluding bathrooms) -	\$75,000	\$50,000	\$25,000	skip downstairs bathroom			\$75,000
<b>Baldwin</b>	HVAC: Heat Pumps (1) - not operable until new elec service.	\$100,000	\$100,000	\$100,000				\$100,000
	Bathroom Renovation for ADA Compliance	\$135,000	\$135,000	\$135,000	skip downstairs bathroom			\$135,000
	Window Shades - as needed	\$10,000	\$5,000	\$5,000				\$10,000
	Build, Alter or Repair Walls -	\$200,000	\$50,000	\$15,000	assume some spent and finish			\$200,000
	Contingency (10% of other)	\$71,425	\$15,000	\$15,000				\$71,425
	<b>Baldwin Total</b>	<b>\$775,675</b>	<b>\$539,250</b>	<b>\$479,250</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>Less FY24 carryover</b>	<b>\$ (300,000.00)</b>						
	<b>New Money Request Baldwin</b>	<b>\$475,675</b>	<b>\$239,250</b>	<b>\$180,000</b>	ROUNDED TO			

# 10.A.

The Capital Subcommittee of the Advisory Committee held 10 meetings to review operating budgets for the Building, DPW, Water & Sewer and Recreation Departments, as previously presented to the AC, and to review the CIP requests from those departments as well as the remaining Town departments and the Public Schools of Brookline. Two additional meetings were held to discuss general CIP policies and guidelines. Links to each meeting are found at the end of this report. A site visit was made to the Baldwin School by 3 committee members accompanied by School and Building Department Staff.

Votes on the CIP Appropriations, Warrant Article 10 (b) subsections 1 -12 and 15 -41, were taken at the April 12, 2024 meeting of the Capital Sub-committee.

Committee Members in Attendance on April 12, 2024: Carol Levin (chair), Harry Friedman, Carlos Ridruejo, John Dogget, Pamela Lodish.

Votes for Warrant Article 10(b) subsections 13 – 14 were taken at the April 18, 2024 meeting. Committee Members In Attendance on April 18: Carol Levin (chair), Harry Friedman, Carlos Ridruejo, Michael Berger, Pamela Lodish, Alok Somani, and John Dogget.

All meetings were attended by members of the public and the appropriate Town and/or School staff including but not limited to: Melissa Goff, Charles Young, Charles Carey, Dan Bennet, Charlie Simmons, Erin Chute, Susan Givens, Karen King, and Sara Gooding. School Committee members Helen Charlupski and Mariah Norbrega were also in attendance.

## VOTES on April 12:

ARTICLE 10 (B) 1	Town Garage Floors:	5-0-0	\$ 225,000
ARTICLE 10 (B) 2	Rehabilitation of Town Buildings	5-0-0	\$ 500,000
ARTICLE 10 (B) 3	Technology Infrastructure	5-0-0	\$ 125,000
ARTICLE 10 (B) 4	Comprehensive Plan	5-0-0	\$ 400,000
ARTICLE 10 (B) 5	Fire Department Engine #3 Rehab	5-0-0	\$ 325,000
ARTICLE 10 (B) 6	Body Camera & In-Car Camera	5-0-0	\$ 250,000
ARTICLE 10 (B) 7	Public Safety Lobby Study	5-0-0	\$ 100,000
ARTICLE 10 (B) 8	Traffic Calming	5-0-0	\$ 350,000
ARTICLE 10 (B) 9	Bike Access Improvements	5-0-0	\$ 350,000
ARTICLE 10 (B) 10	Parking Meter Replacement	5-0-0	\$ 400,000
ARTICLE 10 (B) 11	Woodland Road	5-0-0	\$1,950,000
ARTICLE 10 (B) 12	Accessible Pedestrian Signals	5-0-0	\$ 150,800
ARTICLE 10 (B) 15	Washington Street Rehabilitation	5-0-0	\$ 800,000
ARTICLE 10 (B) 16	Wastewater System Improvements	5-0-0	\$3,000,000
ARTICLE 10 (B) 17	Amory Tennis Courts, Parking, Halls Pond	5-0-0	\$2,780,000
ARTICLE 10 (B) 18:	Big Belly Compacting Stations	5-0-0	\$ 95,000
ARTICLE 10 (B) 19:	Griggs Park Renovation	0-5-0	\$ 400,000

# 10.A.

ARTICLE 10 (B) 20:	Larz Anderson Improvements	5-0-0	\$3,300,000
ARTICLE 10 (B) 21:	Monmouth Park Improvements	0-5-0	\$ 500,000
ARTICLE 10 (B) 22	Playgrounds, Fields & Fencing	5-0-0	\$ 300,000
ARTICLE 10 (B) 23	Rehabilitation of Town & School Grounds	5-0-0	\$ 185,000
ARTICLE 10 (B) 25	Tree Work at Putterham Woods	5-0-0	\$ 200,000
ARTICLE 10 (B) 26	Golf Course Improvements	5-0-0	\$ 600,000
ARTICLE 10 (B) 27	Pool Dehumidification and Filter	5-0-0	\$ 1,115,000
ARTICLE 10 (B) 28	School Furniture	5-0-0	\$ 200,000
ARTICLE 10 (B) 29	Town/School HVAC Equipment	5-0-0	\$ 170,000
ARTICLE 10 (B) 30	Town/School Underground Tank Removal	5-0-0	\$ 200,000
ARTICLE 10 (B) 31	Town/School ADA Renovations	5-0-0	\$ 100,000
ARTICLE 10 (B) 32	Town/School Elevator Renovations	5-0-0	\$ 650,000
ARTICLE 10 (B) 33	Town/School Energy Conservation	5-0-0	\$ 410,000
ARTICLE 10 (B) 34	Town/School Energy Management	5 0-0	\$ 300,000
ARTICLE 10 (B) 35	Town/School Building Envelope	5-0-0	\$ 500,000
ARTICLE 10 (B) 36	Town/School Fire Alarm Upgrades	5-0-0	\$ 225,000
ARTICLE 10 (B) 37	Town/School Life Safety & Security	5-0-0	\$ 180,000
ARTICLE 10 (B) 38			
A	Baker School	5-0-0	\$ 1,128,000
B	Lincoln School	5-0-0	\$ 1,430,000
C	Hayes School	5-0-0	\$ 250,000
D	BHS Main Building	5-0-0	\$ 15,000
E	Lawrence School	5-0-0	\$ 100,000
F	Runkle School	5-0-0	\$ 785,000
G	Baldwin School	3-2-0	\$ 180,000
ARTICLE 10 (B) 39	IEP Accommodations	0-3-2	\$ 200,000
ARTICLE 10 (B) 40	Long-Term Capital Plan, Schools	0-5-0	\$ 250,000
ARTICLE 10 (B) 41	BEEP Leases	3-2-0	\$ 717,332

April 18, 2024

Votes:

Article 10 (B) 24)	Removal & Replacement of Trees:	6-0-0	\$ 550,000
Article 10 (B) 13	Street Rehabilitation:	6-0-0	\$ 6,947,688
Article 10 (B) 14	Sidewalk Rehabilitation	6-0-0	\$ 632,521

**Missing a vote for TNC MITIGATION PROJECTS \$ 100,000**

## GENERAL CIP CONCERNS

### 1) FUNDING NEEDS VS FUNDING SOURCES

## “The Top 10 Management Characteristics Of Highly Rated State And Local Borrowers “ Standard & Poors

Number 9. A capital planning process

A government with a comprehensive assessment of capital and infrastructure requirements, including deferred maintenance, will be better positioned to manage these requirements over time in the most cost effective way. Neglecting critical capital needs may contribute to higher future costs and also impede economic growth and endanger future revenue generation. ***A capital improvement plan indicating both funding needs and anticipated funding sources is a useful planning tool for determining future borrowing needs.***

### **A FUNDING SOURCES PLAN**

Brookline’s CIP is a funding sources plan, rather than a plan of funding needs. It shows how dollars from multiple funding sources (Property Tax, Free Cash, General Fund Bond, State/Federal aid, and others) are distributed or designated among different projects in a given fiscal year over a 5-year horizon, and many of the out-year numbers are placeholder funding amounts rather than a statement of fund needs.

The current CIP does not provide information on the timing of multi-year expenditures which are appropriated in their entirety in a single year. A bond, whether inside or outside the levy, can be authorized for a specific purpose with the funds appropriated in a specific year, yet those funds are expended over multiple years and those out-year expenditures not shown in the CIP.

As of March 12, 2024, there were \$260.5 million in available bond financed, capital funds. All but about \$10 million of these funds are for the Pierce and the Fire Station projects, yet the Fire Station project isn’t even listed in the CIP because it was funded in FY23, and the Pierce project will not be listed in the FY26 CIP because it was funded in FY24. A similar “pre-funding” of capital improvement projects funded from general revenues or free cash also occurs for out-year scheduled projects. As a result, it is not clear the magnitude of the capital investment occurring in a single year or in a single category.

### **A FUNDING NEEDS PLAN**

There are many line items within the current CIP for which detailed multi-year funding needs plans do exist, such as the Town/School Building Envelope and the Town/School Building Roof Repair Replacement programs. DPW also has multi-year plans for streets, sidewalks, and parks. The Fire Department has plans for vehicle replacements and rehabilitation. There are other components of the Town’s infrastructure for which multi-year replacement plans are also being developed, such as parking meters. What does not exist, however, is a consolidated roll-up of all these plans. There is nothing which lays out the magnitude of funding needs in their totality over a planning horizon.

## 10.A.

### **THERE EXISTS A GENERAL CONCERN ABOUT VARIABILITY IN THE DEGREE OF FORWARD PLANNING AMONG TOWN DEPARTMENTS & THE PSB, THE LEVEL OF CONSISTENCY IN THE APPLICATION OF CIP FUNDING CRITERIA, AND THE OPAQUENESS OF FUNDING ALLOCATION DECISIONS.**

The FY 25 CIP totals \$34,141,586 as compared to FY 24 total of \$233,715,408. When removing funding for the Pierce School (\$209,915,958) the FY 24 number is \$23,799,450. The largest FY 25 increases proposed by the Town Administrator were in Parks & Playgrounds, \$4.055 million; Engineering/Highways, \$1.223 million, General Government, \$750,000; and School, \$4.0 million (exclusive of the Pierce project.)

### **DISCUSSION**

In general, the Capital Subcommittee concurred with the CIP recommendations submitted by the Town Administrator and were satisfied with each Department's explanation of need. However, the Subcommittee was surprised to learn that due to the FY 25 budget's strong free cash number and approximately \$3.0 million in funds being released from the Overlay account, certain CIP categories were receiving funding for work occurring in future years. There was considerable discussion over which CIP categories were and should be the beneficiaries of this pre-funding, and there was a particular focus on the SCHOOLS subcategory. That category includes work both exclusively for the benefit of the PSB and line items which are for both Town and School facilities.

The proposed FY25 CIP included approximately \$4.7 million for "School Rehab," also referred to as the "mini-CIP" which in recent years has been budgeted at \$1.0. The mini-CIP is historically used for painting, re-flooring, and refurbishment exclusively of the schools. These three items should be occurring on a regular schedule in accordance with a plan, similar to the plans for roofs and building envelopes.

In the FY 25 CIP, the "School Rehab" line proposal was increased to fund what has been characterized as "deferred maintenance" work that is scheduled to be done over the next three fiscal years in School buildings. As recently as FY 23 the PSB was reporting "deferred maintenance" at \$15 million. The PSB, after scrubbing the deferred maintenance list of items which were completed, not well documented, inappropriately classified or funded elsewhere, as well as the removal of the Driscoll (\$1.4 million) and Pierce Schools (\$3.4 million), presented a revised "deferred maintenance list" of approximately \$6.8 million through FY 30. It is not known what portion of this \$6.8 million represents true "deferred maintenance" versus appropriately scheduled future painting, flooring and other periodic maintenance work.

The Capital Subcommittee has reviewed each of the proposed projects and schedules. With the exception of the Baldwin School, it has voted to fund in full the School Building Rehab Requests for FY 25 and FY 26. It did not approve funds for work proposed in FY27. For the Baker, Lincoln and Runkle Schools this will complete the funding of all planned work. For the Lawrence and



## 10.A.

Hayes Schools this will leave unfunded work scheduled for FY 27 – FY 30 in the amounts of \$250,000 and \$580,000 respectively, and for BHS \$3.255 million.

The Subcommittee is very concerned by PSB plans for the Baldwin School and it is not supportive of the initial CIP request. The PSB intends to move some of the administrative staff vacating 2 Clark Road to this location.

The Subcommittee's concerns include:

- \$300,000 in "surplus" funds from the FY24 CIP which were intended for specific work at the Lincoln School but which came in under budget, are instead being used to prepare the Baldwin School for occupancy. These funds should have been used for additional items at the Lincoln School.
- The "mini-CIP" funds from the FY24 CIP were not intended for improvements for a new space use.
- The Baldwin School is a vacant Town asset. Determination of its next use should have been via a structured process.
- The Baldwin School is a historic structure and is subject to oversight by the Preservation Commission. This was not obtained, and some of the work which has been completed both to the exterior and interior would likely not have been approved.
- The PSB is seeking an additional \$486,000 in new FY25 CIP funds to complete the improvements.
- Most of the work at the Baldwin School required for the PSB occupancy has been completed, though full funding for the project was not yet available.

The subcommittee voted on April 12, 2024, by a vote of 3-2-0, to approve a reduced appropriation for the Baldwin School of \$180,000. This amount, along with the \$300,000 from the FY24 CIP will permit completion of the minimal improvements necessary for occupancy of the first floor of the Baldwin School and an upgrade of the electrical service to the school, which is necessary for the electrification of the property regardless of its occupant.

The appropriation is conditioned upon oversight by the Preservation Commission, a requirement for an MOU between the Town and PSB governing the PSB occupancy, and a term limit of June 30, 2027 for the PSB occupancy, unless extended after a Town planning study to determine the property's best use. Reasons for the "no" votes include:

- A belief the PSB must not be rewarded for circumventing rules.
- The need for consistency of consequences between private and public property owners.
- Fears that absent a negative consequence, this behavior of the PSB will continue.

The Capital Subcommittee, desiring to prevent the future re-direction of appropriated CIP funds to projects which were not approved (i.e. Baldwin using Lincoln School funds), and in keeping with the project specific nature of most of the CIP appropriations, voted separate CIP

## 10.A.

appropriations for each school on April 12, 2024, by votes of 5 -0-0 (with the exception of the Baldwin School as noted above), as follows:

School Rehab/Upgrade	
Baker	\$128,000
Lincoln	\$1,430,000
Hayes	\$250,000
BHS	\$15,000
Lawrence	\$100,000
Runkle	\$785,000
Baldwin	\$180,000
	\$2,888,000

The cumulative result of these decisions is a reduction of the School Rehab request from \$4.7 million to \$2.888 million as detailed above.

There should not be concern about this limiting of the ability to move funds among different school projects.

- Project specific appropriations are the norm within the CIP.
- Most school CIP work occurs during the summer break, with occasional work during other vacation periods. Since the appropriations are for 2 years of scheduled projects, if needed funds at a specific school can be accelerated for FY 25 projects occurring in the summer of 2024.
- Because of the beforementioned project scheduling, there will be ample opportunity for a supplemental CIP request for each school for FY 2026 if funds are insufficient.
- The Building Department historical makes conservative estimates (for example the \$300,000 in excess funds for the Lincoln School work which occurred in the summer of 2023).

The Capital Subcommittee also voted on April 12, 2024, against a \$250,000 appropriation for a PSB Capital Planning study by a vote of 0-5-0. The reasons include: 1) the concept is only vaguely conceived; 2) much of the forward looking capital planning for the PSB is related to the upkeep of the current facilities and is done by the Building department; 3) the recent PSB demographic projection studies upon which long range capital plans would be based have a high degree of uncertainty beyond five years; and 4) the PSB does not currently have staff to run a project looking at longer term requirements.

The Capital Subcommittee also voted on April 12, 2024, against a \$200,000 appropriation to fund building modifications made in response to Individualized Education Programs (IEP) by a vote of 0-5-0. This is a new line item in the CIP. Historically all IEP accommodations were made from other operating funds. These modifications to the building are specific to an individual student and may require restoration to the original building conditions when the student leaves

## 10.A.

the school. In addition, modifications to a handicap bathroom to accommodate a specific student, have, in some instances, rendered the bathroom non-handicap accessible. The subcommittee voted unanimously (0-5-0) to not fund this item.

### **CIP RE-ALLOCATION**

As a result of the reductions in the School Rehab, the School Capital Plan and the IEP Accommodation appropriations, the Capital Subcommittee was able to re-allocate **\$2,232,209** to other existing CIP line items for which there is certainty of future need. The details of the reallocation can be found on the accompanying tables but fall into four categories: other Town/School Building uses, \$845,000; Streets and Sidewalks, \$1,087,209, Tree Removal and Replacement \$200,000; and the Comprehensive Plan, \$100,000, which is a known FY26 obligation. The Subcommittee understands, as should the Advisory Committee, that not all these funds will be expended in FY25. Rather these appropriations will be available for current and future years' projects.

### **CONDITIONS OF APPROPRIATION**

#### 1) Larz Anderson Park (10 (b) 20)

The FY 25 CIP includes \$3.3 million for improvements to the Park. Concerns were raised by a member of the subcommittee about whether the Preservation Commission has been properly consulted regarding work being done at the Park. Language was added to the Larz Appropriation requiring this consultation, and this conditioned appropriation was voted approved by a vote of 5-0-0 on April 12, 2024.

#### 2) Griggs Park (10 (B) 19)) and Monmouth Park (10 (B) 21))

On April 12, the Subcommittee voted against appropriations for these two parks by votes of 0-5-0. For both parks, the subcommittee is concerned by a ban of abutters from the Design Review Boards for each project. The no vote was intended as a lever to push for a reconsideration of this exclusion before Town Meeting. Town Counsel joined the Subcommittee at its April 18 meeting. Town Counsel stated that

#### 3) Baldwin School (10 (B) 38G))

In addition to the reduction in the amount of the appropriation, the appropriation also included a requirement that all funds not expended or encumbered by June 30, 2024 be subject to a review of plans and drawings by the Preservation Commission prior to such encumbrance. The appropriation is further conditioned upon the PSB and Town executing an MOU governing the PSB's occupancy, with an initial termination of June 30, 2027, and a Town study to determine the best municipal use of the property.

#### 4) Classroom Capacity Leases – to be renamed BEEP LEASES

## 10.A.

Long characterized as “excess capacity” this line item is now solely funding two leases for BEEP space at Temple Ohabei Shalom and Temple Emeth. The conditions of appropriation are now specific to these two leases. Two members of the subcommittee voted against the appropriation due to long held belief that the lease payments should be in the operating budget not the CIP. The subcommittee was in agreement that the presence of these leases in the CIP should be phased out over the next few years.

# 10.A.

## TOWN OF BROOKLINE CAPITAL IMPROVEMENT PROGRAM: FY2025 - FY2030

CATEGORY CODES (CC):	REVENUE CODES (RC):
1 = New Facility Construction 2 = Facility Renovation / Repair	A = Property Tax/Free Cash/Overlay Surplus = Golf Budget                      G = Utility Bond

CHANGE FROM ORIGINAL CIP

CC		FY2025		Revised FY 2025		
		Amount	RC			
2	<b>GENERAL GOVERNMENT</b>					
6	Larz Anderson Garage					
2	Town Building Furniture					
2	Garage Floor Sealants	225,000	A	225000		
2	Main Library HVAC		A A			
6	Town Rehab/Upgrade	500,000	A	500,000		
6	Technology Infrastructure	125,000		125,000		
	Comprehensive Plan	300,000		400,000		
	<b>General Government Total</b>	1,150,000		1,250,000		

100 000

**Engineering/Highway**

Street Rehab - Town	5,980,000		6,947,688		
Street Rehab - State	920,245		920,245		
Sidewalk Repair	513,000		632,521		
Parking Lot Rehab					
Davis Path Footbridge					
Pedestrian Lighting					
Washington St. Rehab and Complete Streets	800,000		800,000		
Washington St. Rehab and Complete Streets - State					

967.688

-

119.521

-

Public Works - Engineering/Highway Sub-Total	8,213,245		9,300,454		
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1.087.209

	<b>Conservation/Open Space</b>				
3	Tree Removal&Repl/Urban Forestry Mgmt Old Burial				
3	Ground	350,000	A	550,000	
3	Walnut Hills Cemetery				

200,000

Public Works - Conser /Open Space Sub-Total	350,000		550,000		
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200,000

	<b>SCHOOL</b>				
6	Furniture Upgrades	200,000	A	200,000	
2	HVAC Equipment	100,000	A	170,000	
2	Underground tank removal	100,000	A	200,000	
2	Town/School ADA Renovations	90,000	A	100,000	
2	Town/School Elevator Renov. Program	400,000	A	650,000	
2	Town/School Energy Conservation Projects	205,000	A	410,000	
2	Town/School Energy Management System	100,000	A	300,000	
2	Town/School Bldg Envelope/Fenestration Rep	500,000	A	500,000	
2	Town/School Roof Repair/Repl. Program				
2	Public Building Fire Alarm upgrades	225,000	A	225,000	
2	Town/School Bldg Security / Life Safety Sys	170,000	A	180,000	
2	<b>School Rehab/Upgrade **</b>	4,670,209	A	2,888,000	
2	Pierce School - Town share				
3	Pierce School - State Share				
3	<b>IEP Accommodations - School Modifications</b>	200,000	A	-	
3	Lawrence Cafeteria Expansion - Feasibility Study				
3	<b>Long Term Capital Plan (Schools)</b>	250,000	A	-	
2	Classroom Capacity	717,332	A	717,332	

(1 782 209) includes reduced Baldwin

(200 000)

(250 000)

(1.387.209)

School Total	7,927,541		6,540,332		
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# 10.A.

Total of these 4categories	17,640,786	17,640,786	0
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\$17,640,786

TOTAL FY 25 CIP	\$ 34,141,586	
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School Rehab/Upgrade		Total Re-allocation	
Baker	\$128,000	School Rehab	(1,782,209)
Lincoln	\$1,430,000	School Capital Plan	(250,000)
Hayes	\$250,000	IEP Accomodations	(200,000)
BHS	\$15,000		(2,232,209)
Lawrence	\$100,000	Town/School Uses	845,000
Runkle	\$785,000	Comp Plan	100,000
Baldwin	\$180,000	Tree Removal & Repl.	200,000
	\$2,888,000	Streets/Sidewalks	1,087,209
			2,232,209

# Application Form

## Profile

Christopher \_\_\_\_\_ S \_\_\_\_\_ Mutty \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Home Address

\_\_\_\_\_  
 Suite or Apt

\_\_\_\_\_  
 City

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Postal Code

### What Precinct do you live in? \*

Precinct 17

\_\_\_\_\_  
 Primary Phone

### Which Boards would you like to apply for?

Small Business Development Committee: Submitted

## Interests & Experiences

### What type of experience can you offer this Board/Commission?

I operated two small businesses in Coolidge Corner from 2015-2019 called Green Lines Growers and Brookline Grown. I understand what it takes to hire and manage a staff of employees. I have also started several other companies in the past few years and can advise someone going through that process. I've also lived in Brookline for 10 years and have seen the evolution of the business community.

### What type of issue would you like to see this Board/Commission address?

I want to see the board fulfill its stated mission of: " incubate, launch, recruit, and sustain small businesses in Brookline. Special attention will be paid to minority, women, veteran, service-disabled veteran, lesbian, gay, bisexual, transgender, and disability-owned businesses."

### Are you involved in any other Town activities?

Town Meeting Member and co-chair of a school committee sustainability task force.

### Do you have time constraints that would limit your ability to attend one to two meetings a month?

I am currently a stay at home parent but the proposed times should work well.

[Mutty\\_Resume.pdf](#)

Upload a Resume

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## Demographics

### Ethnicity

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Caucasian/Non-Hispanic

### Gender

---

Male

06/04/1987

Date of Birth



**Application Form****Profile**

Arisa

First Name

Boit

Last Name

Email Address

Home Address

City

State

Postal Code

**What Precinct do you live in? \*** Precinct 15

Primary Phone

**Which Boards would you like to apply for?**

Preservation Commission: Submitted

**Interests & Experiences****What type of experience can you offer this Board/Commission?**

I am an artist and have raised 2 children here who had serious health problems and have had to go to extreme lengths to get them the care they needed. We used early intervention, including BEEP, and utilized IEPs for PT, OT and speech therapies. My children needed many accommodations to be able to go to school. I am Brazilian and have dual citizenship, as do my children. I am an environmentalist, we keep bees and grow our own food. I am a curator for the Brandegee Estate and oversee their preservation issues.

**What type of issue would you like to see this Board/Commission address?**

Protection of green spaces and impact on wildlife/nature. I am also deeply concerned about the growing addiction issues and the lack of resources available due to fewer local churches being amenable to hosting 12 step groups at reasonable rates. Alcoholism and drug addiction are disabilities that the town has shoved out of sight and is not properly addressing. I also deeply value town history and the cultural roles Brookline residents have played and I want to be sure that we do not allow our history to be lost.

**Are you involved in any other Town activities?**

Yes, I am an alternate Preservation commissioner and TMM P'15.

**Do you have time constraints that would limit your ability to attend one to two meetings a month?**

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No

[CV\\_resume\\_.pdf](#)

Upload a Resume

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## **Demographics**

### **Ethnicity**

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Hispanic

### **Gender**

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Female

02/20/1972

Date of Birth