



# Town of Reading Meeting Posting with Agenda

## Board - Committee - Commission - Council:

### Select Board

Date: 2024-05-07

Time: 6:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Caitlin Nocella on behalf of the Chair

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

**All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.**

## Topics of Discussion:

	<b>Zoom Option:</b>  Join Zoom Meeting <a href="https://us06web.zoom.us/j/83325831156">https://us06web.zoom.us/j/83325831156</a>  Meeting ID: 833 2583 1156  Dial by your location <ul style="list-style-type: none"><li>+1 646 518 9805 US (New York)</li><li>+1 646 558 8656 US (New York)</li></ul> Find your local number: <a href="https://us06web.zoom.us/u/kdM8zqIFdl">https://us06web.zoom.us/u/kdM8zqIFdl</a>	
<b>6:00</b>	Overview of Meeting	
<b>6:05</b>	Public Comment	
<b>6:15</b>	Select Board Liaison and Town Manager Reports	
<b>6:30</b>	National Public Works Week Proclamation	<b>3</b>
<b>6:35</b>	SWEC (Symonds Way Exploratory Committee) Presentation and Discussion	<b>4</b>
<b>7:05</b>	Parking Kiosk Update	
<b>7:20</b>	<b>HEARING</b> - Discuss and Vote on Liquor License Alteration	<b>42</b>

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



## Town of Reading Meeting Posting with Agenda

	of Premises for Nilkant 350, Inc d/b/a City Wine Spirits & Smoke Shop at 345 Main Street	
<b>7:30</b>	<p><b>HEARING</b> - Discuss and Vote on Traffic Amendments:</p> <p>2024 -1; Official placement of an isolated stop sign Heading Southbound on Sanborn Street at the intersection with Haven Street.</p> <p>2024-2; Official placement of an isolated stop sign Heading Eastbound on Walnut Street at the intersection with Summer Avenue.</p>	<b>91</b>
<b>7:45</b>	Discuss FY25 Water & Sewer Rates	<b>96</b>
<b>8:30</b>	Discussion and Vote on acceptance of a Conservation Restriction over a portion of Assessor's Parcel 44-135 (a lot located off Grove Street) such area marked as "Conservation Restriction Easement Area" and shown on a plan entitled "Proposed Plot Plan in Reading, MA Showing Development of 4 Lots at #0 Grove Street" recorded in the Southern Middlesex County District Registry of Deeds as Plan No. 28 of 2023	<b>116</b>
<b>8:45</b>	Discuss formation of RECALC (Reading Center for Active Living Committee) Building Committee	
<b>9:15</b>	Discuss Future Agendas	<b>135</b>
<b>9:20</b>	Approve Meeting Minutes	<b>137</b>
<b>9:30</b>	<p><b>EXECUTIVE SESSION: (Purposes 2 and 3) and Open Session:</b> Discuss strategy and potential vote to approve collective bargaining agreement for AFSCME Council 93 Local 1703 Engineers Union.</p>	

**PROCLAMATION**  
**NATIONAL PUBLIC WORKS WEEK**

**Whereas,** Public Works services provided in our community are an integral (but often unnoticed) part of our resident’s everyday lives; and

**Whereas,** the support of understanding and informed residents is vital to the efficient operation of the Public Works Department in the areas of Administrative Services; Engineering; Highway and Equipment Maintenance; Stormwater; Parks and Cemetery; Forestry; Water; and Sewer; and

**Whereas,** the health, safety and comfort of residents of this community depends on these facilities and services; and

**Whereas,** the quality and effectiveness of these services is vitally dependent upon the efforts and skill of Public Works officials and employees; and

**Whereas,** the efficiency of the qualified and dedicated first responder personnel who staff our Public Works Department is materially influenced by the resident’s attitude and understanding of the importance of the work they perform; and

**Now, therefore, we,** the Select Board of the Town of Reading, Massachusetts do hereby proclaim the week of May 19 to May 25, 2024 as Public Works Week in the Town of Reading and we call upon all residents and civic organizations to acquaint themselves with the issues involved in providing quality Public Works services to this community and to recognize the contributions which Public Works officials and employees make every day to our health, safety, comfort, and quality of life.

**SELECT BOARD OF READING**



\_\_\_\_\_  
Carlo Bacci, Chair

\_\_\_\_\_  
Karen Gately Herrick, Vice Chair

\_\_\_\_\_  
Christopher Haley, Secretary

\_\_\_\_\_  
Mark L. Dockser

\_\_\_\_\_



# Recommendations of the Symonds Way Exploratory Committee

Carlo Bacci, Chair – Select Board

Chuck Robinson, Vice Chair – School Committee

Angela Binda – Recreation Committee

Heather Clish – Community Planning and Development Commission

Andrew Dribin – Conservation Commission

Karen Janowski – Council on Aging

Nancy Twomey – Permanent Building Committee

The background features a light grey base with several overlapping organic shapes. A large, dark brown shape is on the left, partially overlapping a light green shape on the right. In the top left, there are faint, stylized grey patterns resembling pine needles or fern fronds. A white, wavy line starts from the bottom left and curves across the bottom right.

# Introduction

# SWEC Formation

- In 2019 the Town purchased approximately 15 acres on Symonds Way, off Haverhill Street. A subsequent site survey, completed in September 2022, performed by the engineering company Weston and Sampson, showed approximately 2.5 acres of the land was buildable due to the proximity of wetlands.
- In November 2022, the Reading Select Board formed the Symonds Way Exploratory Committee (SWEC) to serve as an advisory committee for the purpose of recommending the best options for uses of this land for our community.

# SWEC Charge

The purpose of this committee is to serve as an advisory committee to the Reading Select Board for the purpose of recommending the best options for uses of the land for our community, understanding the needs of the community, located on Symonds Way.

SWEC shall gather input from its members and the Reading residents as to what the property should look like and its functionality. SWEC will hold regular meetings and community outreach, SWEC will gather, analyze, and organize information for future planning decisions related to the best uses for this property.

# SWEC Charge

The Committee shall consider the following:

- Best uses to serve as many residents as possible
- Using public funds and grants where possible towards development
- Private/public partnerships to develop the property

The first task of SWEC will be to define the best use for the property. SWEC will provide feedback on potential physical layouts on the property developed by SV Design Architects and funded by Town Meeting on April 2022. If a private/public partnership is deemed appropriate, the SWEC will work with Reading Town Hall staff to develop and review a Request for Proposals (RFP) for private developers to invest in the property. Once proposals are received, and with the help of Reading Town Hall Staff, SWEC will help review and evaluate the submittals to the RFP. The Committee will offer recommendations for potential funding options, if pursuing public development is deemed appropriate.



# SWEC Actions

1. To gain an understanding of what the community would like, a survey was developed and published.
2. Initial schematic drawings were produced by SV Design to help the committee understand the scope and scale of various types of recreation that could fit within the 2.5 acres.
3. At a March 2023 meeting, comments made by the public suggested that we look at all Town-owned area on Symonds Way.
4. At SWEC's request, the Select Board, at their May 2023 meeting, voted to expand the Committee's charge to include areas that the Town's Conservation Administrator determined were possible areas to develop, including behind the Burbank Ice Arena, the baseball field, and a small area next to 18 Symonds Way.
5. A Request for Information (RFI) was developed and published to solicit responses from parties interested in a private/public enterprise.

# Evaluation Criteria

- To help the Committee identify the best use(s) of the property, evaluation criteria were discussed and established as follows:
  1. Provides a wide-range of public use.
  2. Provides inter-generational use.
  3. Meets a demonstrated need.
  4. Maintains Town's ownership of property.
  5. Minimal taxpayer expense/fiscally responsible.
  6. Compatible with surrounding uses.

# Community Input

- Over multiple meetings, several requests were heard from the public including:
  1. Contracting with Black Earth for a compost facility.
  2. Building pickle ball courts behind the Burbank Ice Arena utilizing their overflow parking area and built through private donations.
  3. Creating more practice fields for Reading Youth Lacrosse.
  4. Creating an aquatic center.
  5. Using a portion of the land for a dog park built through a grant specifically for dog parks.
- Finally, the Town is concurrently conducting a feasibility study that potentially places the Reading Center For Active Living within the original 2.5-acre site.

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# Community Survey Results

# Community Survey Responses

## Total responses

- 1,727

## Age of Respondents

18-29	30
30-39	299
40-49	628
50-59	340
60-69	213
70-79	144
80-89	35
90+	2
Prefer Not to Answer	36

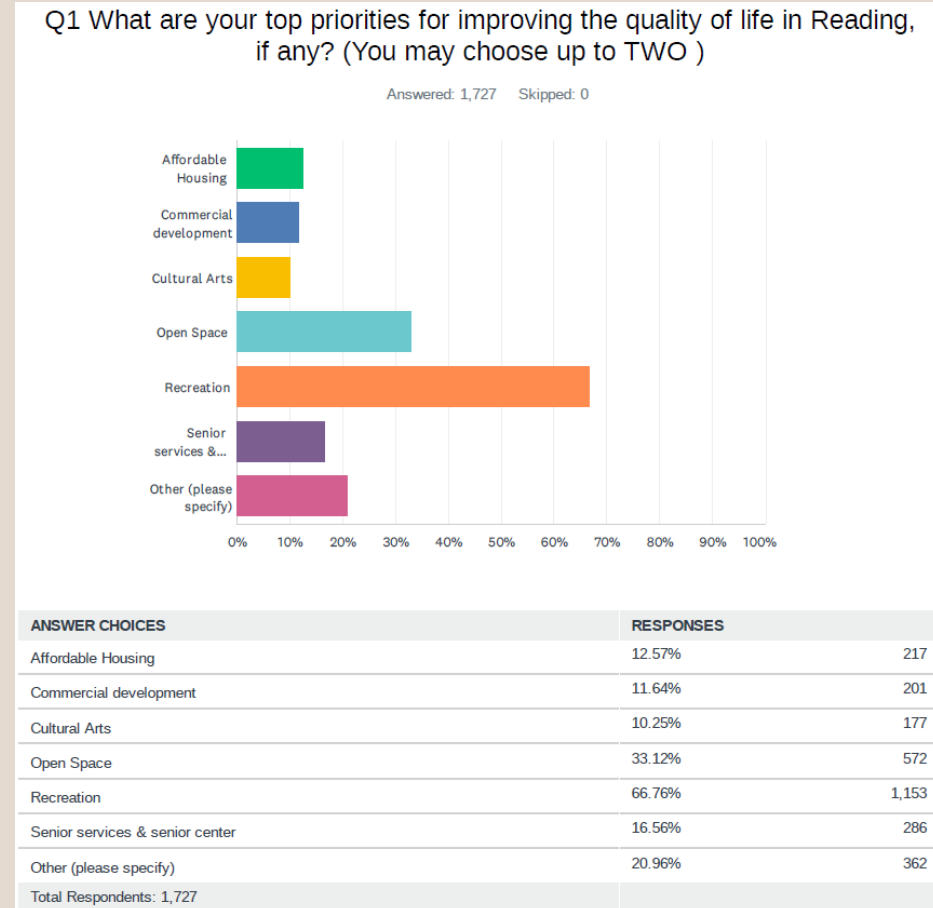
Are there children under age 18 in your household?

Yes	1,061
No	591
Not Applicable	46
Prefer Not to Answer	29

## Question 1:

What are your top priorities for improving the quality of life in Reading?

- Top Answers:
  1. Recreation 66.76% (Chosen highly among households with and without children)
  2. Open Space 33.12%
  3. Senior Services & Senior Center 16.56%
  4. Other (Top Fill-in Responses out of 362)
    1. Hockey/Ice Rink 113
    2. Pickleball 73
    3. Fields (turf/outdoor/athletic) 39

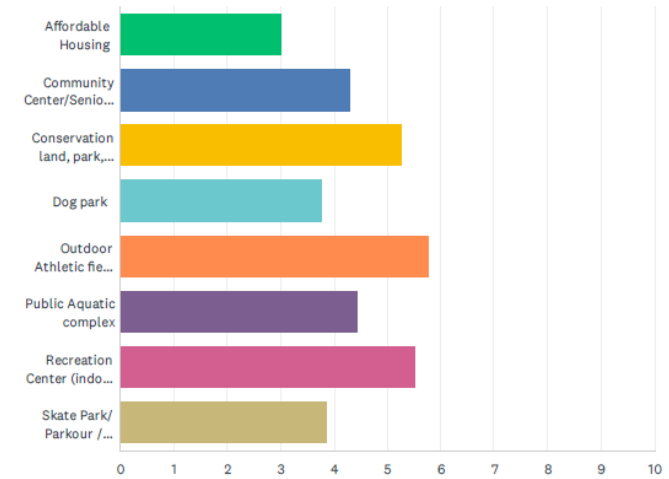


Question 2:  
Rank the priority of example projects.

- Top Answers:
1. Outdoor Athletic Fields/Courts
  2. Recreation Center (Indoor)
  3. Conservation Land/Green Spaces

Q2 Below is a sample list of projects areas that may be considered for this parcel. Rank these in your order of priority (1 is Most Important).

Answered: 1,727 Skipped: 0

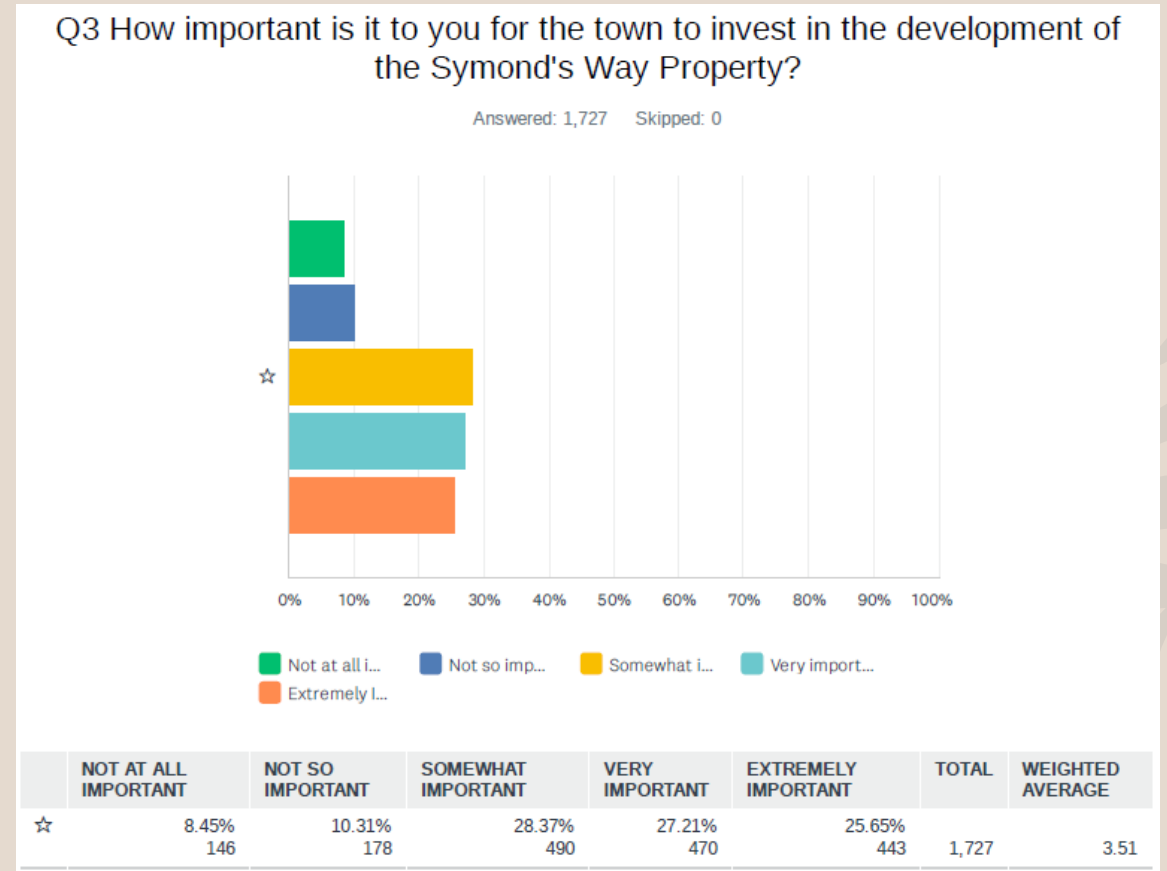


	1	2	3	4	5	6	7	8	TOTAL	SCORE
Affordable Housing	9.90% 171	5.62% 97	4.98% 86	5.27% 91	7.24% 125	9.21% 159	14.36% 248	43.43% 750	1,727	3.03
Community Center/Senior Center	10.42% 180	10.60% 183	11.70% 202	10.19% 176	13.90% 240	16.39% 283	20.50% 354	6.31% 109	1,727	4.31
Conservation land, park, and/or green spaces	17.14% 296	14.94% 258	18.07% 312	13.78% 238	13.90% 240	11.35% 196	7.01% 121	3.82% 66	1,727	5.26
Dog park	4.11% 71	7.35% 127	10.13% 175	15.11% 261	13.90% 240	17.54% 303	16.62% 287	15.23% 263	1,727	3.77
Outdoor Athletic fields or courts	24.96% 431	18.76% 324	15.69% 271	13.09% 226	13.61% 235	6.60% 114	5.27% 91	2.03% 35	1,727	5.77
Public Aquatic complex	11.23% 194	10.25% 177	12.97% 224	12.51% 216	13.49% 233	17.43% 301	14.01% 242	8.11% 140	1,727	4.44
Recreation Center (indoor athletic facility with programming managed by the Recreation Dept).	20.03% 346	24.78% 428	13.03% 225	11.81% 204	8.69% 150	7.70% 133	9.96% 172	4.00% 69	1,727	5.53
Skate Park/ Parkour / Outdoor Fitness Course	2.20% 38	7.70% 133	13.43% 232	18.24% 315	15.29% 264	13.78% 238	12.28% 212	17.08% 295	1,727	3.87

### Question 3:

How important is the development of the Symonds Way Property?

- Weighted Average 3.51 (out of 5) in importance





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# Property Overview

# Property Overview

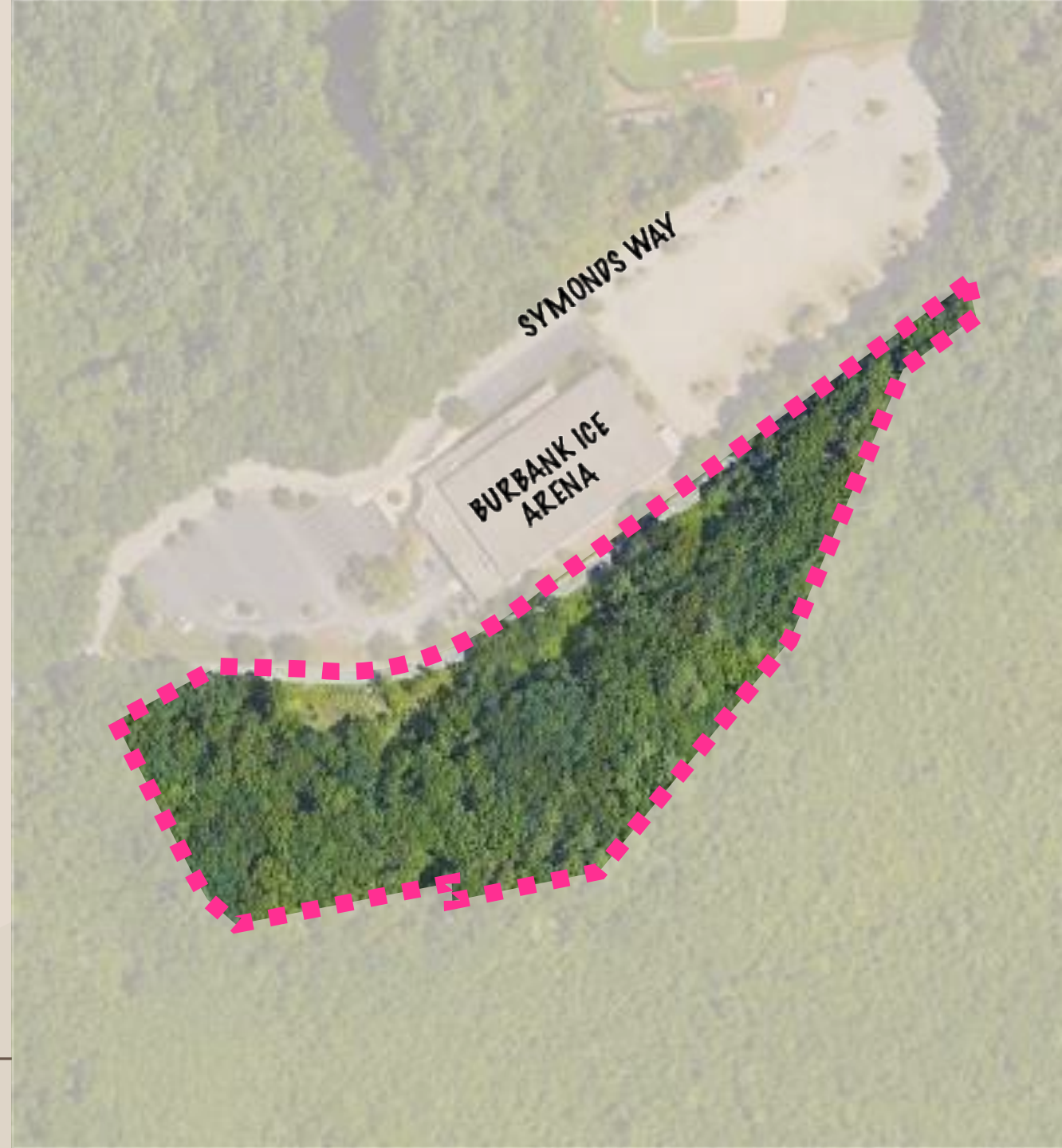
Zanni Land Purchase, Town Meeting 2019

Articles 22, 23 “authorized the select board to purchase for general municipal purposes on such terms as the Select Board shall deem to be in the best interests of the Town...”



# Property Constraints

- Contaminants?



# Property Constraints

- Contaminants?
- Wetlands (35' "No Build Zone")



# Property Constraints

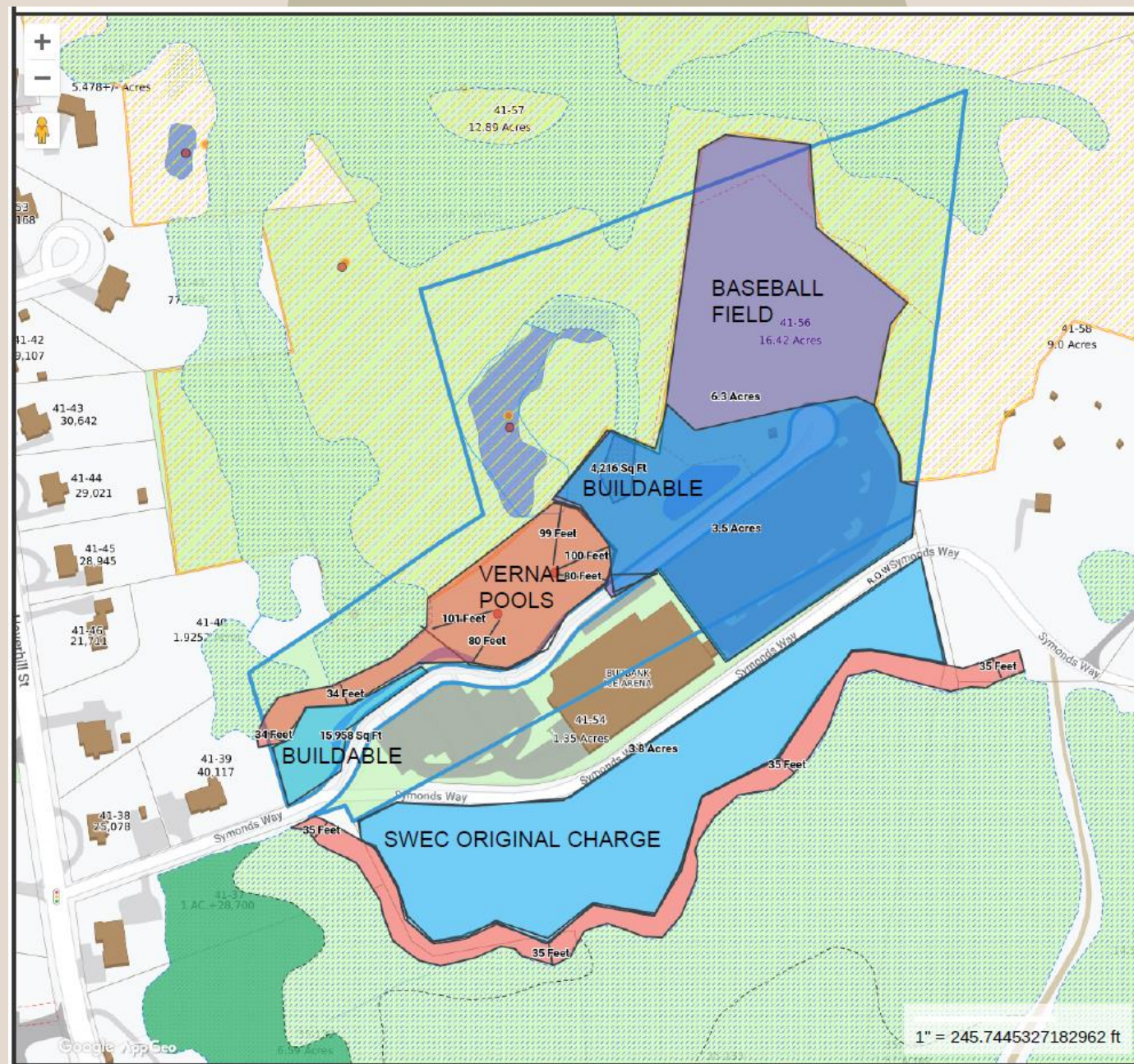
- Contaminants?
- Wetlands (35' "No Build Zone")
- Need for Emergency Fire Lane
- Potential Range Road Upgrade
- Limited Buildable Space



# Property Overview

Expanded Charge May 16,  
2023

- Baseball field
- Parking area behind Burbank Arena
- Small area adjacent to 18 Symonds Way



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# Recommendations

# Recommended Options

PUBLIC-PRIVATE MULTI-USE  
RECREATIONAL FACILITY

CONSERVATION

PICKLEBALL COURTS

CENTER FOR ACTIVE LIVING  
(SENIOR/COMMUNITY  
CENTER)

MULTI-PURPOSE FIELDS

DOG PARK



# Multi-Purpose Fields

- High need identified by Recreation Department and sports leagues.
- Need for additional lighted practice field growing as high school teams use fields later in the day and evening.
- No other locations currently under consideration for additional fields.
- Can be combined with other elements at Symonds Way property.

# Pickleball Courts

- Demand identified in survey and public discussion.
- Sound is unlikely to negatively impact neighbors.
- Most suitable location for new courts identified in town, as discussed by several Town Boards, based on current noise impacts and parking needs.
- Can be combined with other elements at Symonds Way property.

# Center for Active Living (Senior/Community Center)

- A recognized Town need. Feasibility Study being led by Reading Center for Active Living (ReCAL) Committee and Council on Aging.
- Two other locations in Reading also under consideration, neither of which appear suitable for the other recommended Symonds Way property uses.
- Potential to combine with other recommended uses if full extent of Town property is used.

# Dog Park

- Considered by SWEC in context of grant opportunity at the time.
- While Town Forest is heavily used for dog walking, a dedicated dog park would offer a place for off-leash use and contain dog waste.
- Unclear whether there are other locations that could serve this purpose.

# Multi-use Indoor Recreational Facility

- Request for Information (RFI) response received from Edge Sports Global.
- Large flat area to east of Burbank Ice Arena offers uniquely suitable area for complex that could meet multiple needs, including indoor fields & courts, aquatic center, walking track, parking.
- Would require renegotiation with Reading Ice Arena Authority for use of Town land and public-private agreement to assure Town use of facilities.
- Potential to combine with outdoor fields and courts through full use of Symonds Way property.
- For this option, SWEC recommends creating multiple uses over duplicating ice rink at this time.

# Conservation

- Recommend gifting non-buildable land to the Conservation Commission to be identified by future site plan.
- Also highly ranked on the community survey.



# Possible Options

# 1. “Just a Little” ... **Multi-Purpose Fields**

- Multi-use lighted courts could include: Youth Soccer; Youth Lacrosse; Field Hockey; Basketball Courts; Pickleball.
- Meets a Reading Recreation need.





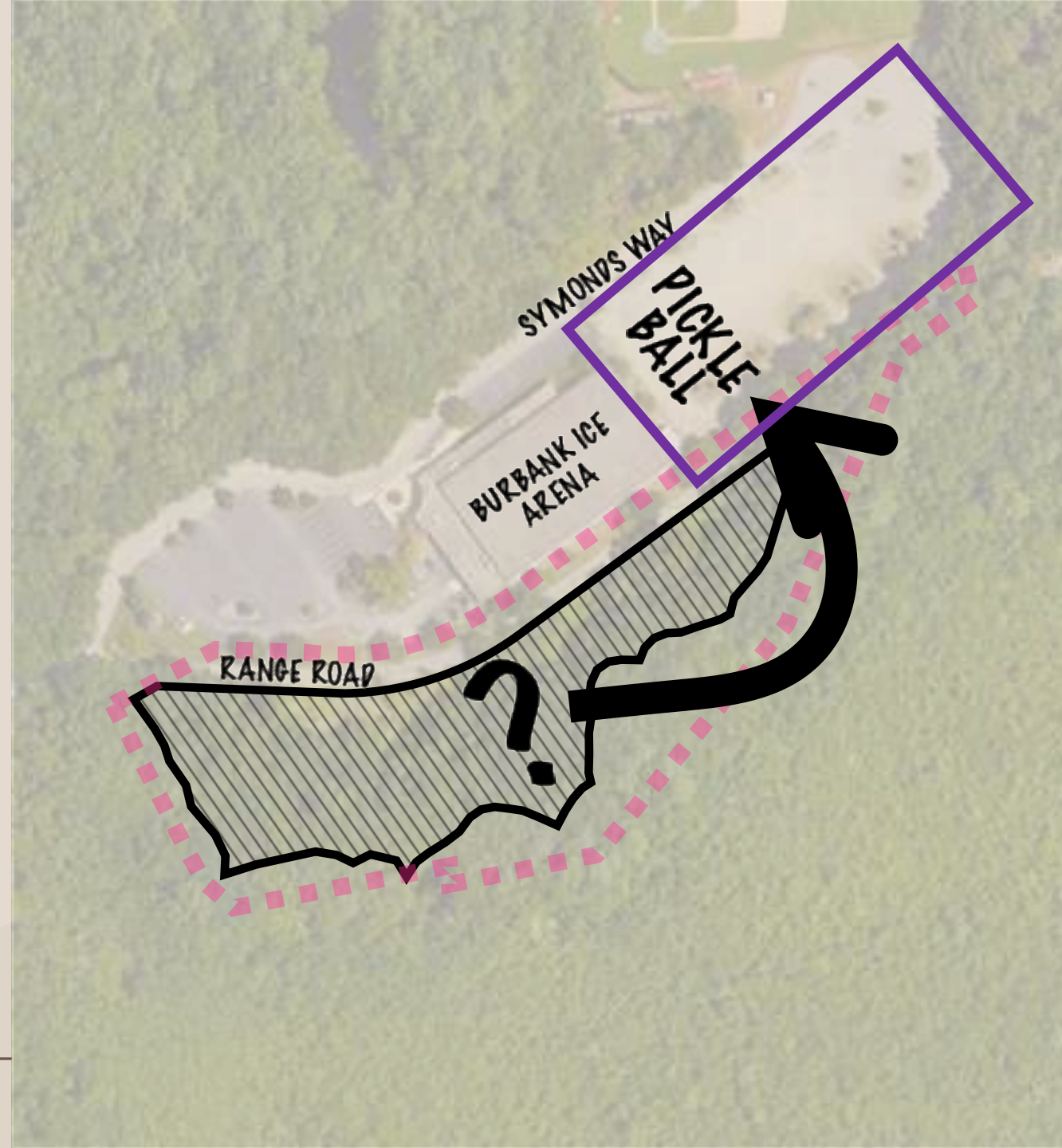
## 2. “Just a bit more” Center for Active Living (Senior/Community Center)

- A recognized Town need. Location under review by Reading Center for Active Living (ReCAL) Committee.
- Need for Emergency Fire Lane around building.



### 3. “Outside the Box” Use of Burbank Leased Land

- Expanded charge to include land behind Burbank Ice Arena (approx. 1.5 acres).
- Pickleball Courts on parking lot proposed by Reading Pickleball Players Association.



4. Do A Lot...

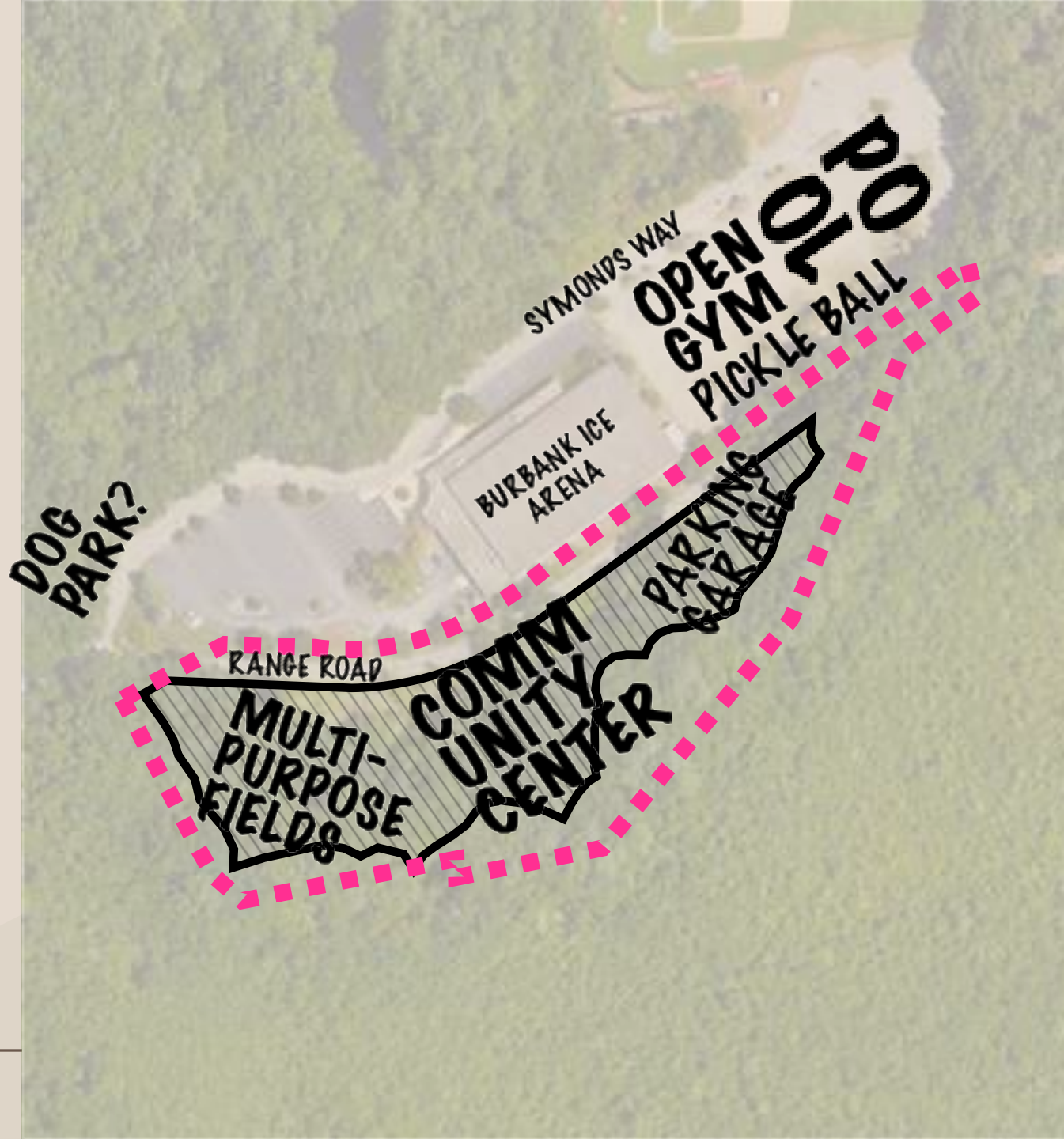
## Multi-use Recreational Facility

- Make the most of the land available behind Burbank Ice Arena.
- Public/private partnership opportunity with Edge Sports.
- Where to park?



## 5. Do it All!

- Full use of Symonds Way property?
- Public/private partnership.
- Meets a wide variety of needs.
- We can think big!



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# Methods to Achieve Recommendations

# How We Get There (Potential Funding Options)

## COMMUNITY RESOURCES

- Taxpayer Funding
  - Funded through Operating Budget or Debt/Capital Exclusion

## PUBLIC-PRIVATE PARTNERSHIP

- Develop and issue detailed Request for Proposals (RFP)
- Edge Sports & Town of Reading

# How We Get There (Potential Funding Options)

## GRANTS AND STAKEHOLDER FUND-RAISING

- Utilize a grant writer to research grants available for community recreational venues or the final determination of the Select Board
  - MA Land & Water Protection Fund Grants
  - Parkland Acquisitions and Renovations for Communities (PARC) Grant Program – Small Town program
  - Community Preservation Act
  - Brownfield Funds
- Reading Pickleball Players Association, a 501c3 organization
- Interested stakeholder or community donations

# How We Get There - Next Steps

- Present recommendations to the Select Board.
- Address Contaminants and get an **Environmental Impact Report**.
- Formally delineate wetlands for the expanded scope area.
- Select Board determines short-term and long-term priorities.
- Consider establishing Symonds Way Site Plan and Master Plan in concert with appropriate boards and committees.
- Consider negotiating agreement with Burbank Ice Arena for use of overflow parking lot.
- Utilize Grant Writer to research grant opportunities.





thank you

Symonds Way Exploratory Committee

## Legal Notice



## Town of Reading

To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on May 7, 2024 at 7:00 PM in the Select Board Meeting Room at Town Hall, 16 Lowell Street, Reading, MA or also available remotely on Zoom to act on an Alteration of Premises Application for an Annual All -Alcohol Package Store Liquor license for Nilkant 350 Inc. d/b/a City Wine Spirits & Smoke Shop located at 345 Main Street.

A copy of the proposed documents regarding this topic will be in the Select Board packet on the website at [www.readingma.gov](http://www.readingma.gov)

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

By order of  
Matthew A. Kraunelis  
Town Manager

**Upton Connell & Devlin, LLP**  
112 Water Street, Suite 201  
Boston, Massachusetts 02109  
617-227-3277  
Fax 617-227-3222  
[aupton@ucdlaw.com](mailto:aupton@ucdlaw.com)

March 29, 2024

Town Manager  
16 Lowell Street  
Reading, MA 01867

**RE: Nilkant 350 Inc. d/b/a City Wine Spirits & Smoke Shop, located at 345 Main Street,  
Reading, MA 01867 – Application for Alteration of Premises**

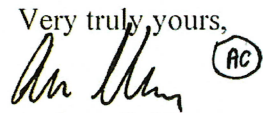
Dear License Administrator:

Enclosed please find the following documents with regard to the above referenced application:

- 1) Proof of payment to the ABCC in the amount of \$200;
- 2) Check in the Amount of \$50 for Reading Local Filing Fee;
- 3) ABCC Online Application Forms;
- 4) Corporate Vote;
- 5) Lease Agreement and Amendment to Lease Agreement;
- 6) Floor Plan.

We kindly request the Applicant be scheduled to be heard on the next available agenda date.

Thank you for your attention to this matter.

Very truly yours,  
  
Andrew F. Upton



Phone (617) 727-3040

95 Fourth Street, Suite 3, Chelsea, Massachusetts 02150

### 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 #: 44b17bdb-f230-41e2-9413-1946c848efb3

Description	Applicant License or Registration Number	Amount
FILING FEES-RETAIL	Nilkant 350 Inc.	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: **\$4.70**

Date Paid: **3/29/2024 10:55:23 AM EDT**

Total Amount Paid: **\$204.70**

#### Payment On Behalf Of

License Number or Business Name:  
Nilkant 350 Inc.

Fee Type:  
FILING FEES-RETAIL

#### Billing Information

First Name:  
Andrew

Last Name:  
Upton

Address:  
112 Water Street

City:  
Boston

State:  
MA

Zip Code:  
02109

Email Address:  
lawclerk2@ucdlaw.com

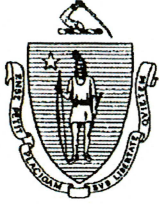
[Print Receipt](#)

[Make Another Payment](#)

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# APPLICATION AND FORMS



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 of Manager
- Change of Officers/Directors
- Change of Ownership Interest
- Change Corporate Name
- Change of DBA
- Change of Location
- Alteration of Licensed Premises
- Other
- 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
- Change Corporate Structure (i.e. Corp / LLC)
- Change of Hours
- Pledge of Collateral (i.e. License/Stock)
- Management/Operating Agreement

**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
Nilkant 350 Inc.	Reading	0009-PK-1016

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

Applicant is seeking approval for an expansion of its currently licensed package store, located at 345 Main Street, Reading, MA 02108.

**APPLICATION CONTACT**

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

Name	Title	Email	Phone
Andrew Upton	Attorney	aupton@ucdlaw.com	617-227-3277

**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 plans to expand the current package store space by approximately 2,756 sq. ft.

**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.

Approximately 8,424 sq. ft. of retail space over one floor, with two entrances and two exits.

Total Sq. Footage	8,424	Seating Capacity	N/A	Occupancy Number	TBD
Number of Entrances	2	Number of Exits	2	Number of Floors	1

**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): \$45,000 - Permitting (\$5,000), lighting (\$4,500), flooring (\$4,000), painting (\$1,500), furniture (\$25,000), cosmetics and carpentry (\$2,000), signage (\$3,000)

**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
Nilesh Patel	\$45,000
Total:	\$45,000

**SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
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



## APPLICANT'S STATEMENT

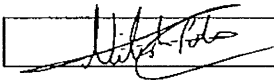
I, Nilesh Patel the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory  
of Nilkant 350 Inc.  
Name of the Entity/Corporation

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:

2.27.24

Title:

President, Secretary

# **CORPORATE RESOLUTION**

**ENTITY VOTE**

The Board of Directors or LLC Managers of   
Entity Name  
duly voted to apply to the Licensing Authority of   
City/Town and the  
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,



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

nilesh patel

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

For Corporations ONLY

A true copy attest,

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

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

**LEASE AGREEMENT**  
**AND/OR LEASE AND ASSIGNING**  
**DOCUMENTS**

### THIRD AMENDMENT TO INDENTURE OF LEASE

THIS THIRD AMENDMENT TO INDENTURE OF LEASE (this "Third Amendment") is made as of the 5th day of ~~August~~<sup>September</sup>, 2023, but effective as of the Effective Date (defined below), by and between LINEAR RETAIL READING #1 LLC, a Massachusetts limited liability company, having an address in care of Linear Retail Properties, LLC, 77 South Bedford Street, Suite 401, Burlington, MA 01803 ("Landlord"), and NILKANT 350 INC., a Massachusetts corporation d/b/a "City Beer, Wine, Spirits and Smoke", with an address of 9 Chausse Drive, Methuen, MA 01844 ("Tenant").

\*September

WITNESSETH:

WHEREAS, Landlord and Busa's Reading Liquors, Inc., Tenant's predecessor in interest, entered into a certain Indenture of Lease dated March 31, 2008, as amended by that certain First Amendment to Indenture of Lease dated as of July 15, 2016 and that certain Second Amendment to Indenture of Lease dated as of January 20, 2020, and assigned from time to time (most recently pursuant to that certain Assignment and Assumption of Lease dated as of the Effective Date between HT Reading Liquors LLC and Tenant, as consented to by Landlord pursuant to that certain Consent to Assignment of even date herewith) (as amended and assigned, the "Lease"), whereby Tenant leases from Landlord approximately 5,668 square feet of space located at 345 Main Street, Reading, Massachusetts (the "Original Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to make certain modifications to the Lease, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Capitalized terms not otherwise expressly defined herein shall have the meanings ascribed to them in the Lease.

2. Effective Date. The effective date of this Third Amendment (the "Effective Date") is the "Closing Date", as defined in that certain Asset Purchase Agreement dated March 8, 2023 by and between HT Reading Liquors LLC, as seller, and Tenant, as buyer, as amended (as amended, the "APA"). In the event that the Closing (as defined in the APA) does not occur for any reason and the APA is terminated by the parties thereto, this Third Amendment shall be null and void and of no further force and effect.

3. Expansion of Premises.

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the "Expansion Premises", which consist of approximately 2,756 square feet of floor area shown on Exhibit A attached hereto, in accordance with the terms and conditions of the Lease, as modified by the terms of this Third Amendment. Tenant's leasing of the Expansion Premises shall commence on the Closing Date, on which date Landlord shall deliver possession of the Expansion Premises to Tenant in the condition set forth below. From and after the Closing Date, the terms "Premises" and "Demised Premises" as used in the Lease shall be deemed to mean the Original Premises and the Expansion Premises collectively, except where expressly provided otherwise herein. From and after the Closing Date, the Premises shall comprise approximately 8,424 square feet of space, and for purposes of Articles IV and V of the Lease, Tenant's pro rata share shall be 41.89%.

(b) Landlord is leasing the Expansion Premises to Tenant "as is", without any

(a) Original Premises. For the Original Premises only, commencing on October 1, 2025, Basic Rent shall be in the amounts set forth in the following rent schedule:

Dates	Annual Basic Rent	Monthly Basic Rent
10/1/2025 – 9/30/2030	\$136,032.00	\$11,336.00
10/1/2030 – 9/30/2035	\$153,036.00	\$12,753.00

(b) Expansion Premises. For the Expansion Premises only, commencing on the date that is the earlier of (i) the date that is ninety (90) days after the date on which Tenant has received the last of the Expansion Permits and (ii) the date on which Tenant opens for business to the general public in the Expansion Premises (the "Expansion Rent Commencement Date"), Basic Rent shall be in the amounts set forth in the following rent schedule:

Dates	Annual Basic Rent	Monthly Basic Rent
Expansion Rent Commencement Date – 9/30/2025	\$96,460.00 (annualized amount)	\$8,038.33
10/1/2025 – 9/30/2026	\$99,353.80	\$8,279.48
10/1/2026 – 9/30/2027	\$102,334.41	\$8,527.87
10/1/2027 – 9/30/2028	\$105,404.45	\$8,783.70
10/1/2028 – 9/30/2029	\$108,566.58	\$9,047.21
10/1/2029 – 9/30/2030	\$111,823.58	\$9,318.63
10/1/2030 – 9/30/2031	\$115,178.28	\$9,598.19
10/1/2031 – 9/30/2032	\$118,633.63	\$9,886.14
10/1/2032 – 9/30/2033	\$122,192.64	\$10,182.72
10/1/2033 – 9/30/2034	\$125,858.42	\$10,488.20
10/1/2034 – 9/30/2035	\$129,634.17	\$10,802.85

6. Additional Extension Options. In addition to the remaining option for the fifth Extended Term set forth in Section 3.5 of the Lease, provided that the Tenant originally named herein (a) is occupying one hundred percent (100%) of the Premises, (b) from and after the date of this Third Amendment, has not been in monetary default more than twice during the term of the Lease, (c) has, from and after the date of this Third Amendment, complied with all of the provisions of Article VIII and Article IX of the Lease, and maintained and repaired the Premises as required by Section 7.2 of the Lease, (d) is not in default under the Lease (both at the time the Extension Option (as hereinafter defined) may be exercised and/or at the time such Extension Term (as hereafter defined) commences), and (e) did not nullify the automatic exercise of its option for the fifth Extended Term, Landlord grants to Tenant two (2) additional options (each, an "Extension Option") to further extend the term of the Lease (as extended by the fifth Extended Term) with respect to all of the Premises for an additional period of five (5) years each (each, an "Extension Term"). An Extension Option may be exercised by Tenant's delivering written notice (the "Extension Notice") to Landlord at least eighteen (18) months, but not more than twenty-one (21) months, prior to the expiration date of the then current Term. If Landlord does not receive an Extension Notice prior to the expiration of such time period (time being of the essence), then such Extension Option (and all subsequent Extension Option(s)) shall be deemed null and void and of no further force or effect. If Tenant exercises an Extension Option, Tenant's leasing of the Premises for such Extension Term shall be upon the same terms and conditions of the Lease, provided that the Basic Rent for the first year of such Extension Term (the "Extension Rental Rate") shall be one hundred percent (100%) of the market rental rate for comparable space in comparable buildings in the general vicinity of the Shopping Center (with respect to age, use, quality and location), but in no event less than the annual Basic Rent in effect during the last twelve (12) months of the then expiring term of the Lease, determined as follows:

7. Use of the Premises. Notwithstanding anything in the Lease to the contrary, including without limitation Section 8.1 thereof and the definitions of Primary Use and Ancillary Use set forth therein, the sale in or from the Premises (i.e., either or both of the Original Premises and the Expansion Premises) of (i) marijuana and/or products containing tetrahydrocannabinol (THC), and/or (ii) merchandise and/or substances that are illegal under federal, state, or municipal laws, regulations, or ordinances is expressly prohibited. Additionally, notwithstanding anything in the Lease to the contrary, including without limitation Section 8.1 thereof:

(a) products displayed in, and/or visible through, the storefront of the Expansion Premises shall primarily be alcohol products and other products offered for sale by Tenant pursuant to the Primary Use, but tobacco, vape, cigarettes, cigars and other smoke shop products offered for sale by Tenant pursuant to the Ancillary Use may be placed on display within the Expansion Premises (and/or the Original Premises) and may be visible from the exterior of the Premises if a person were to look through windows into the interior space of the Expansion Premises (and/or the Original Premises), provided that in no event, however, shall any smoking devices be displayed in the windows of Expansion Premises and/or the Original Premises; and

(b) Tenant shall limit use of the Premises for the display, marketing and sale of products pursuant to the Ancillary Use to both (i) no more than forty percent (40%) of the floor area of the Expansion Premises and (ii) no more than forty percent (40%) of the floor area of the Premises as a whole (i.e., both the Original Premises and the Expansion Premises).

8. Security Agreement. Tenant acknowledges that Paragraph 4 of the First Amendment grants to Landlord a security interest in the liquor license for the operation of the tenant's business at the Premises. Tenant agrees that the term "Collateral" shall be deemed to mean the liquor license currently held by Tenant with respect to the Premises and all amendments, extensions, renewals, and assignments thereof and all proceeds therefrom, and that such Collateral shall be subject to the terms of Paragraph 4 of the First Amendment. Tenant hereby restating and agreeing to for itself the covenants, representations, and warranties of tenant set forth therein.

9. Trade Name. Pursuant to Section 8.2 of the Lease, Landlord hereby consents to Tenant operating its business in the Premises under the trade name "City Beer, Wine, Spirits and Smoke", the use of such trade name and any changes thereto to be subject to the terms and conditions of Section 8.2 of the Lease.

10. Signage. Tenant acknowledges that Tenant's signage is subject to Landlord's prior written approval pursuant to Article X of the Lease, which approval shall not be unreasonably withheld, conditioned, or delayed, and is otherwise subject to the terms and conditions of said Article X and all applicable laws, regulations, rules, codes, bylaws, and ordinances. Notwithstanding anything in the Lease to the contrary, Tenant's signage on the exterior of the Original Premises and the Expansion Premises shall not identify such space solely as a smoke shop, the intent of the parties being that the Original Premises and the Expansion Premises shall be presented to the general public primarily as a beer, wine, and liquor store and not primarily as a smoke shop, but Tenant shall not be prohibited by Landlord from listing smoke shop products along with beer, wine, and spirits products on signage in the windows of the Premises, including the LCD screen display that Tenant may propose to install.

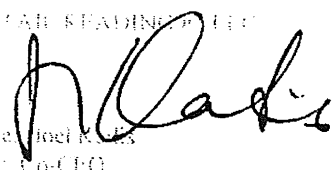
11. Tenant represents to Landlord that Tenant has not dealt with any broker or agent in connection with this Third Amendment, and no broker or agent negotiated this Third Amendment. Tenant agrees to indemnify, defend and hold Landlord, its asset manager, its property manager, and their respective employees harmless from and against any claims for a fee or commission made by any broker or agent claiming to have acted by or on behalf of Tenant in connection with this Third Amendment.

THIS THIRD AMENDMENT (Landlord and Tenant have caused this Third Amendment to be duly executed and signed by person, hereinafter duly authorized, as of the date first written above.

LANDLORD

LINE OF RETAIL READING # 111

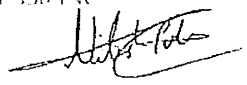
By:

  
Name: Neil K. Chis  
Title: CO-CEO

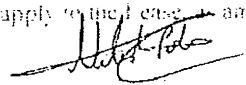
TENANT


NILKANT 150 INC

By:

  
Name: Nilesk Patel  
Title: President

Nilesk Patel and Divyank Patel (collectively "New Guarantors") as guarantors of the Lease pursuant to that certain Guaranty of Lease dated on or about the date hereof (the "New Guaranty"), join in this Third Amendment, and (a) hereby consent to Tenant's execution of this Third Amendment, and to Tenant's performance of all of the terms, conditions, and agreements contained in the Lease, as amended by this Third Amendment, and (b) hereby agree that from and after Tenant's execution of this Third Amendment, all of the covenants, guaranties and agreements of New Guarantors set forth in the New Guaranty shall continue to apply to the Lease, as amended by this Third Amendment.

  
Nilesk Patel

  
Divyank Patel



**INDENTURE OF LEASE**

THIS INDENTURE OF LEASE is made this \_\_\_\_ day of March, 2008 (the "Effective Date"), by and between **LINEAR RETAIL READING #1, LLC**, a Massachusetts limited liability company, located at Five Burlington Woods Drive, Burlington, MA 01803 (hereinafter called "Landlord") and **BUSA'S READING LIQUORS, INC.**, having its office for the transaction of business at 133 Massachusetts Avenue, Lexington, MA 02420 (hereinafter called "Tenant").

**WITNESSETH:**

**ARTICLE I**  
**DESCRIPTION OF PREMISES**

Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant, and Tenant does hereby lease and take from Landlord, a leasehold interest in those certain premises, containing approximately 5,668 square feet of floor area (hereinafter referred to as the "Demised Premises"), being situated in the shopping center owned by Landlord located at 345 Main Street in Reading, Massachusetts known as the Reading Plaza (the "Shopping Center" or the "Property"), said Demised Premises being specifically shown as the area crosshatched on the plan attached hereto and incorporated herein as Exhibit A. The use and occupancy by Tenant of the Demised Premises shall include the use, in common with others entitled thereto, of the parking facilities within the Shopping Center designated by the Landlord, on an unassigned and unreserved basis, for the accommodation and parking of automobiles of Tenant's customers while shopping in the Shopping Center, and other common areas and facilities of the Shopping Center, all as hereinafter provided. The employees of the Tenant shall park their vehicles only within those portions of the parking area as may be designated from time to time by Landlord. Landlord reserves the right from time to time, and at Landlord's sole discretion, to alter, reduce or redesign the parking area, or the ingress or egress of the parking area; provided, however, that Landlord shall not in the exercise of such rights unreasonably interfere with Tenant's use of the Demised Premises.

The Demised Premises are let and taken subject, however, to the following:

- (a) any state of facts an accurate survey or inspection of the Shopping Center may show;
- (b) present and future building codes and restrictions and regulations, zoning laws, and all laws, ordinances, regulations and orders of governmental authorities;

- (c) rights, if any, of others and Landlord relating to water, gas, electric and other utility lines, wire, poles, pipes and conduits and the maintenance thereof;
- (d) rights, if any, of the public in and to any streets or other ways, or portions thereof, included in the Demised Premises; and
- (e) The existing state of title of the Demised Premises as of the date hereof.

**ARTICLE II**  
**TERM OF LEASE; CONDITIONS OF PREMISES**

Section 2.1. Terms of Lease. The term of this Lease (the "Original Term") shall commence on the Effective Date (the "Commencement Date") and shall terminate on September 30, 2015.

Section 2.2. Commencement Date. It is agreed and understood that Basic Rent (as defined in Section 3.1, Article III) under this Lease shall commence on the Commencement Date. Upon request of either party, the parties shall execute promptly a Commencement Agreement setting forth the Commencement Date.

Section 2.3. Condition of Premises. Subject to Sections 2.4 and 2.5 below, the Demised Premises are leased in their "as is" condition. Tenant acknowledges that Landlord has made no warranties or representations as to the condition thereof or the suitability of the Demised Premises for Tenant's use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Demised Premises. Landlord agrees that, subject to provisions of Section 7.3 of Article VII hereof, Tenant shall have the right, at Tenant's sole risk and expense, to make such alterations, renovations or improvements to the Demised Premises as Tenant from time to time deems expedient or necessary.

Section 2.4. Landlord's Construction. Landlord hereby covenants and agrees with Tenant to perform work within and surrounding the Demised Premises and subject property (hereinafter defined as "Landlord's Work") in a workmanlike manner in the time frame proposed and at their sole cost and expense in conformity with all laws, rules, regulations and requirements of governmental authorities having jurisdiction and substantially in accordance with Exhibit B attached hereto and incorporated herein.

Section 2.5. Tenant's Construction. All work which is not to be performed by Landlord shall be performed by Tenant (hereinafter defined as "Tenant's Work"), and shall be subject to the prior written approval of Landlord. Tenant shall do and perform, at its expense

and to Landlord's satisfaction, all Tenant's Work diligently and promptly in accordance with Exhibit C attached hereto and incorporated herein.

Tenant's Work and construction, installation, and operation of all of Tenant's trade fixtures and equipment shall be performed, constructed, installed and operated in accordance and in full compliance with all applicable governmental requirements, including without limitation all applicable laws, statutes, codes ordinances and governmental rules, regulations and orders, as well as reasonable and non-discriminatory rules and regulations established by Landlord. Tenant's Work shall be performed without interference and disruption to Landlord or other tenants.

At all times prior to the Commencement Date, Tenant shall be governed by and subject to all the provisions, covenants and conditions of this Lease other than those requiring the payment of rent and other charges, except utility charges, which shall be paid by Tenant.

Any general contractor to be used by Tenant to perform Tenant's Work must first be approved in writing by Landlord, prior to the commencement of Tenant's Work. Such approval shall be in Landlord's discretion based on the proposed contractor's reputation and workmanship, but no such approval shall relieve Tenant of any of its other obligations hereunder or impose any liability upon Landlord. All contractors performing Tenant's work must first provide a certificate of liability insurance covering the Landlord prior to beginning Tenant's work.

If, for whatever reason, any mechanic's or other lien shall be filed against the Demised Premises or the Shopping Center, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as allowed by law, within thirty (30) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such thirty (30) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within thirty (30) days reimburse Landlord for all amounts paid and costs incurred, including reasonable attorney's fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and save Landlord harmless from any claim or damage resulting therefrom.

**ARTICLE III**  
**RENT**

Section 3.1. Basic Rent. From the Commencement Date, Tenant agrees to pay to Landlord, at Landlord's office or at such place as Landlord may from time to time designate in writing, fixed minimum annual rent (the "Basic Rent") of:

(i) \$85,020.00 per annum or \$7,085.00 per month beginning on the Commencement Date through the final month of the Lease; subject to the following "Basic Rent" provision:

The phrase "Basic Rent" shall mean the fixed minimum rent above specified without any set-offs or deductions whatsoever and shall be payable and without any prior demand being made therefore on the first day of each month in advance.

Basic Rent required to be paid under this Lease shall commence on the first day of the first (1<sup>st</sup>) month following the Commencement Date, and if the Commencement Date shall occur or this Lease shall terminate on any day other than the first day of a calendar month, the rent and such other charges for such calendar month shall be prorated as provided in Section 3.2 below.

Section 3.2. Adjustment for Partial Months Within the Term. Payments due under the terms of this Lease for partial months within the Term shall be prorated in the same ratio that the number of days during which Tenant occupies the Demised Premises in any such month bears to the number of days in said month, without allowance for weekends or holidays. Tenant's obligation to pay rent or to make any other payments or to fulfill any other obligations under this Lease shall terminate on the day following the date on which Tenant vacates the Demised Premises at the expiration or earlier termination of the Term, and all monetary obligations created by this Lease shall be prorated through the date on which Tenant shall have so vacated the Demised Premises.

Section 3.3. Sales Reporting.

(i) Tenant shall submit to Landlord, on or before the Commencement Date and thereafter upon Landlord's request in connection with any attempted financing or sale of the Property, at the place then fixed for the payment of Annual Basic Rental, a written statement of the amount of "Gross Sales" during the preceding Lease Year, which statement shall be duly certified to Tenant and Landlord by an authorized officer of Tenant, and such information shall be kept confidential by Landlord but may be disclosed to authorized representatives, lenders, prospective purchasers of the Property, attorneys, or other advisors of Landlord, provided such parties agree to maintain such information confidential.

(ii) "Gross Sales" shall mean (a) the sales prices of all goods, wares and merchandise sold, and the charges for all services (excluding delivery charges) performed by the Tenant at, in, on or from the Demised Premises, whether made for cash, on credit, or otherwise, without reserve or deduction for inability or failure to

collect, including but not limited to such sales and services (i) where the orders therefor originate at and are accepted by the Tenant in the Demised Premises but delivery or performance thereof is made from or at any place other than the Demised Premises, (ii) pursuant to mail, telegraph, telephone, computer, or other similar orders received or filled at or from the Demised Premises, (iii) by means of mechanical and other vending devices in the Demised Premises, (iv) as a result of transactions originating upon the Demised Premises, and/or (v) which the Tenant in the normal and customary course of its operations would credit or attribute to its business upon the Demised Premises, or any part or parts thereof; and

(b) all monies or other things of value received by the Tenant from its operations at, in, on or from the Demised Premises.

Section 3.4. Radius Restriction. Intentionally deleted.

Section 3.5. Extensions. Provided Tenant is not in default beyond any applicable grace period in the performance of any term of this Lease, Tenant shall have the option to extend the term of the Lease for five (5), five-year periods ("Extended Term") commencing upon the expiration of the Original Term under the same terms and conditions of the original Lease. The Lease shall automatically renew itself unless Tenant provides Landlord with at least six (6) months prior written notice of Tenant's intention to terminate the Lease at the expiration of the then-current term. The rent for the Extended Term shall be:

- (i) \$102,024.00 per annum or \$8,502.00 per month for months 121 through 180.
- (ii) \$119,028.00 per annum or \$9,919.00 per month for months 181 through 240.
- (iii) \$136,032.00 per annum or \$11,336.00 per month for months 241 through 300.
- (iv) \$153,036.00 per annum or \$12,753.00 per month for months 301 through 360.
- (v) \$170,040.00 per annum or \$14,170.00 per month for months 361 through 420.

#### ARTICLE IV REAL ESTATE TAXES

Section 4.1. Real Estate Taxes and Assessments. Landlord shall pay to the local tax authorities and other governmental agencies throughout the Term of this Lease and any renewal thereof, all real estate taxes and all assessments which may be levied against the Shopping Center and the land and buildings comprising the same. Tenant agrees to pay to the local tax authorities and other governmental agencies, throughout the Term of this Lease and any renewal thereof, all personal property taxes which may be levied against Tenant's merchandise, trade fixtures and other personal property in and about the Demised Premises.

Section 4.2. Payment of Real Estate Taxes by Tenant. In addition to the Basic Rent payable as provided in Article III hereof, Tenant shall pay to Landlord, as additional rent, a sum

equal to Tenant's proportionate share of real estate taxes due with respect to each tax year (or portion thereof) during each year of the Term hereof, on the first day of each month during the Term hereof and a pro rata sum for any partial month, all as hereinafter provided. The term "real estate taxes" shall mean all taxes, assessments and betterments levied, assessed or imposed at any time by any governmental authority upon or against the Shopping Center and land on which the Shopping Center is situated, or any part thereof, and on any buildings and other improvements therein or thereon. The Tenant's pro rata share for the purpose of this Section shall amount to that proportion of the entire tax hereinbefore described which the gross floor area of the Demised Premises bears to the gross floor area of all rentable space in the Shopping Center. Tenant shall pay to Landlord, on account of its estimated pro rata share of the real estate taxes, at Landlord's option, either (a) monthly installments in the amount of \$886.67 (subject to an increase or decrease based on the immediately preceding year's experience) on the first day of each month during the Term hereof, or (b) advance payment of real estate taxes for a reasonable time period determined by Landlord, which time period shall not exceed six (6) months, based upon the billing practices of the local taxing authority. Any sums collected from Tenant by Landlord in advance for such real estate tax payments shall be held in escrow by Landlord and applied to payment of said taxes when due. For the first and last partial calendar year of this Lease, Tenant will pay its prorata share of real estate taxes for the entire year multiplied by a fraction, the numerator of which is the number of days in the calendar year subsequent to the date of rent commencement of this Lease, or prior to the date of lease termination, as the case may be, and the denominator of which is three hundred sixty-five (365).

Section 4.3. Taxes in Lieu of or in Addition to Real Estate Taxes. If, at any time during the Term hereof, the present system of ad valorem taxation of real property shall be changed so that in lieu of, or in addition to, real estate taxes set forth above there shall be assessed on Landlord a capital levy or other tax on the basic rental, percentage rentals and/or any additional rentals (the "Gross Rents") received with respect to the Shopping Center, or if there shall be assessed on Landlord a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy or charge measured by or based, in whole or in part, upon any such Gross Rents, then any and all of such taxes, assessments, levies or charges, to the extent that the same would be payable if the Shopping Center were the only property of Landlord subject to same, and if the income from the Shopping Center were the only taxable income of Landlord during the years in question, shall be deemed to be included within the term "real estate taxes."

For all purposes of this Article IV, Tenant's "pro rata share" shall equal 28%.

**ARTICLE V**  
**COMMON AREAS**

Section 5.1. Common Area Maintenance. Landlord shall make available from time to time within the Shopping Center such Common Areas (including, but not limited to, parking areas, driveways, truck ways, delivery passages, common truck loading areas, access and egress passages, walkways and sidewalks) as Landlord shall deem appropriate. Landlord shall operate, manage equip, hire police details as necessary (as Landlord shall deem appropriate), light (until 11:30 p.m. on all days except such Sundays and holidays on which businesses are not usually open), repair and maintain such Common Areas and landscaped areas for their intended purposes, all in such manner as Landlord shall, in its sole discretion, determine, keeping all parking areas clean and reasonably free of snow and ice. Landlord shall not be liable for any inconvenience or interruption of business or other consequences resulting from the making of repairs, replacements, improvements, alterations or additions, or from the doing of any other work to or upon any of such Common Areas, or from delay or failure to perform such maintenance or other work with respect to such Common Areas where such delay or failure is attributable to labor troubles, material shortages or any other causes beyond Landlord's reasonable control. It is agreed that the use of said Common Areas shall at all times be subject to such reasonable and non-discriminatory rules and regulations as the Landlord may promulgate uniformly for all the Landlord's tenants in the Shopping Center, in common with others, including but not limited to the designation by Landlord of areas in which such Shopping Center tenants (including Tenant herein) and their employees are to park. Landlord may, from time to time, change the size, location and nature of any Common Area in the Shopping Center.

Section 5.2. Charge for Common Area Maintenance. Tenant covenants and agrees to pay unto the Landlord, as additional rental, the Tenant's fraction of the annual cost of operating, managing, repairing, restoring, cleaning, maintaining and making improvements to (a) the parking, and Common Areas, (b) the plumbing, sanitary sewage and electric system therein, and the sprinkler and other fire protection and fire protection alarm systems therein; and the lighting, insuring, and the policing of the Common Areas, and any other costs associated with Common Area Maintenance as described in Section 5.1 above, together with an administrative fee of not more than fifteen percent (15 %) of all of said Tenant's fraction of the foregoing charges.

Section 5.3. Payment of Common Charges. Tenant agrees to pay to Landlord Tenant's pro rata share of the costs of maintaining and operating the Common Areas at the Shopping Center. For the purposes of this Article V, Tenant's pro rata share shall amount to that proportion of the entire costs herein described which the gross floor area of the Demised Premises bears to the gross floor area of all rentable space in the entire Shopping Center.

Tenant shall pay to Landlord on account of its estimates pro rata share monthly installments of \$1,185.33 (subject to increase or decrease based on the immediately preceding year's experience) on the first day of each month during the Term hereof and a pro rata sum for any partial month. Within ninety (90) days after the close of the first and each subsequent calendar year or, at Landlord's option, the close of Landlord's fiscal year, during the Term and

any extensions of the Term, and following the termination of this Lease, Landlord shall submit to Tenant a statement of the Common Area Maintenance Charges for said calendar or fiscal year or option thereof. Such statements shall contain documentation and a calculation of Tenant's pro rata share hereunder. If such statement indicates that the amount paid by Tenant on its account for said calendar or fiscal year is less than Tenant's actual pro rata share of the Common Area Maintenance Charges for said calendar or fiscal year, then Tenant shall pay the amount owing to Landlord within thirty (30) days of receipt of such statement. Should such statement indicate that Tenant has overpaid its pro rata share of Common Area Maintenance Charges for said calendar or fiscal year, then such overpayment shall be, at Landlord's option, (a) applied as a credit to Tenant's Common Area Maintenance Charges for the following calendar or fiscal year, or (b) refunded together with Landlord's annual statement. For the first and last partial calendar or fiscal year of this Lease, Tenant will pay its pro rata share of Common Area Maintenance Charges for the entire year multiplied by a fraction, the numerator of which is the number of days in the calendar or fiscal year subsequent to the date of rent commencement of this Lease, or prior to the date of Lease termination, as the case may be, and the denominator of which is three hundred sixty-five (365). Landlord shall not include one time capital improvement projects contemplated for 2008 for building, signage and parking lot improvements as more specifically described on Exhibit B hereto.

In addition to the foregoing, Tenant shall pay to Landlord its pro rata share of maintaining or repairing the roof of the Property as necessary (the "Tenant Roof Share"). The Tenant Roof Share shall not exceed \$1,250 for the first year of this Lease. Following the first anniversary of this Lease, the Tenant Roof Share shall be adjusted in accordance with the Consumer Price Index for the applicable location. Through December 31, 2027, Common Area Maintenance Charges shall not include capital improvements or capital repairs. Commencing on January 1, 2028, Common Area Maintenance Charges shall include the cost of capital improvements or capital repairs (amortized over the useful life of the item determined in accordance with generally accepted accounting principles) and Tenant shall be responsible for its pro rata share thereof. Landlord may also pass through the cost of repaving one-third of the parking lot serving the Shopping Center in any given Lease year and Tenant shall be responsible for its pro rata share thereof.

Section 5.4. Common Area Audit. In the event that Tenant seeks to confirm that the Common Area Operating Costs charged to Tenant are proper and confirm to the provisions of this Lease, Tenant may, within six (6) months following receipt of Landlord's annual statement, notify Landlord in writing that it questions or disputes that amount of Tenant's Common Area Rent; and, if the written notice is timely received, Landlord shall furnish Tenant with a detailed summary of the Common Area Operating Costs for the Lease Year in question and the calculation of Tenant's share thereof, and will make available and furnish to Tenant, if requested, copies of any supporting documentation to substantiate the charge(s) in question. Tenant shall have the right, not more than twice during the Term, to be exercised on at least thirty (30) days



prior written notice, to audit the Common Area Operating Costs for the Lease Year immediately preceding Tenant's notice; and in connection therewith to examine Landlord's records of the Common Area Operating Costs and supporting data therefore for the subject Lease Year. Such inspection shall be conducted at Tenant's sole cost and expense at Landlord's designated offices. If any such audit accurately discloses that Common Area Operating Costs (and therefore Tenant's Common Area Rent) were overstated by Landlord and Landlord agrees with the auditor's assessment, then Landlord shall promptly refund or credit to Tenant any such excess payment.

For all purposes of this Article V, Tenant's "pro rata share" shall equal 28%.

## **ARTICLE VI** **INSURANCE AND INDEMNIFICATION**

**Section 6.1. Landlord's Insurance.** At all times Landlord shall insure all buildings in the Shopping Center for at least their full reasonable replacement value and shall also provide Landlord's normal liability coverages for the Shopping Center's parking and Common Areas and rental insurance and all other types of insurance in amounts as Landlord deems necessary or desirable for insuring the Shopping Center, Tenant shall pay to Landlord, as additional rent, Tenant's Pro Rata Share of the reasonable cost of the insurance to be maintained by Landlord under this Article. Tenant's Pro Rata Share for purposes of this Article shall amount to that proportion of the reasonable cost of such insurance hereinbefore described which the gross floor area of the Demised Premises bears to the gross floor area of all rentable space in the entire Shopping Center. Tenant's Pro Rata Share shall be paid monthly as a part of Common Area Maintenance Charges.

**Section 6.2. Tenant's Insurance.** Tenant shall, upon commencement of the Term, obtain and thereafter maintain, throughout the Term and any extensions thereof, at its own cost and expense, (i) commercial general liability insurance insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Demised Premises, including contractual liability. Such insurance shall name Landlord, its property manager, any mortgagee, and any other party designated by Landlord, as additional insureds. The initial amount of such insurance shall be Three Million Dollars (\$3,000,000) per occurrence and shall be subject to periodic increases specified by Landlord based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers, and other relevant factors. The liability insurance obtained by Tenant under this Section shall (i) be primary and (ii) insure Tenant's obligations to Landlord under Section 6.5. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease, (ii) worker's compensation insurance with statutory limits covering all of Tenant's employees working in the Demised Premises with a limit of not less than \$100,000 per employee and \$500,000 per occurrence, and (iii) such other forms of insurance as

Landlord may deem necessary. Tenant shall have the right to be insured under a so-called "blanket" policy.

Tenant shall maintain in effect personal property insurance covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Demised Premises, in an amount not less than 100% of the full replacement cost, without deduction for depreciation, providing protection against events protected under "All Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief. Any proceeds from the personal property insurance shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease is terminated under an applicable provision herein. If the Demised Premises are not repaired or restored following damage or destruction in accordance with other provisions herein, Landlord shall receive any proceeds from the personal property insurance allocable to Tenant's leasehold improvements.

Tenant shall maintain in effect business interruption insurance, providing in the event of damage or destruction of the Premises an amount sufficient to sustain Tenant for a period of not less than one (1) year for: (i) the net profit that would have been realized had Tenant's business continued; and (ii) such fixed charges and expenses as must necessarily continue during a total or partial suspension of business to the extent to which they would have been incurred had no business interruption occurred, including, but not limited to, interest on indebtedness of Tenant, salaries of employees under contract, charges under noncancelable contracts, charges for advertising, legal or other professional services, taxes and rents that may still continue, insurance premiums, and depreciation.

Section 6.3. Certificates of Insurance. At or prior to the Commencement Date of this Lease, Tenant shall provide Landlord with certificates of insurance certifying that all insurance required to be carried by the Tenant under the terms of this Lease is in full force and effect and bearing the endorsement that Landlord shall receive not less than thirty (30) days prior written notice of the expiration or other termination thereof and no policy for any such insurance will be canceled without at least thirty (30) days prior written notice to Landlord.

Section 6.4. Waiver of Subrogation. Each party hereto hereby agrees (insofar as and to the extent that such agreement may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Massachusetts), with respect to any loss or damage occurring or accruing during the Term and any extension thereof which is covered by insurance, to waive any right or cause of action against the other party and to release the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof even though extra premium may result therefrom. In the event that an extra premium is payable by Tenant as a result of this provision, Landlord shall not be liable for reimbursement to Tenant for such extra premium.

Section 6.5. Indemnification. To the fullest extent permitted by law, Tenant hereby waives all claims against Landlord, its agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders (each a "Landlord Party") and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each Landlord Party (collectively "the Indemnitees") for damage to any property or injury to or death of any person in, upon or about the Premises or the Property arising at any time and from any cause, and Tenant shall hold Indemnitees harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses including reasonable attorney's fees for damage to any property or injury to or death of any person arising in or from (i) the use or occupancy of the Premises by Tenant or persons claiming under Tenant, except such as is caused by the sole negligence or willful misconduct of Landlord, its agents, employees or contractors, or (ii) arising from the negligence or willful misconduct of Tenant, its employees, agents, contractors, or invitees in, upon or about the Property, or (iii) arising out of any breach or default by Tenant under this Lease. The foregoing shall include investigation costs and expenses incurred by Landlord in connection with any claim or demand made under this Section. The provisions of this Section 6.5 shall survive the expiration or termination of this Lease with respect to any damage, injury, or death occurring prior to such time.

Section 6.6. Security. Tenant assumes all responsibility and liability for the security of its own employees, agents, merchandise and fixtures in the Demised Premises.

## ARTICLE VII REPAIRS AND ALTERATIONS

Section 7.1. Landlord Alterations and Additions to Shopping Center. Landlord reserves the right at any time and from time to time without the same constituting breach of Landlord's covenant of quiet enjoyment or an actual or constructive eviction, and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Lease, to make such changes, alterations, additions, improvements, repairs or replacements in or to the Shopping Center, including Common Areas and the Demised Premises, and to build additional stories on, and to build adjoining, the Demised Premises, as Landlord in its sole discretion deems advisable. Landlord reserves the right, at any time or times during the Term hereof, to use the roof, foundation or exterior walls of the Demised Premises for signs or in connection with additional construction. Nothing contained in this Section shall be deemed to relieve Tenant of any Duty, obligation or liability of Tenant with respect to making any repairs, replacements or improvements or complying with any law, order or requirement of any governmental or other authority. Landlord agrees, however, that in no event will the Tenant's "sightlines" be adversely affected or blocked in any manner if Landlord elects to alter and/or add to the Shopping Center.

Section 7.2. Repairs to Demised Premises. Tenant covenants and agrees, at its expense, to maintain and repair the Demised Premises, including, without limitation, all plumbing to outside connections with Landlord's systems, plumbing fixtures, drains, hot water heater and its accessories, all lighting and electrical systems (including light fixtures, light shields, ballasts bulbs, outlets, switched and circuit breakers to the main panel), all interior and exterior doors and door closers, mechanisms and locks, exterior signs and door lights, in as good order and repair as the same are in at the Commencement Date, or shall be put in during the Term, damage by fire, unavoidable casualty and ordinary wear and tear only excepted. Tenant shall also replace any glass storefronts which may be damaged or broken with glass of the same quality, maintain all floor coverings, wall coverings and paint within the interior of the Demised Premises, make any repairs to the roof of the Demised Premises made necessary by employees or agents of Tenant or by trespassers or persons breaking into the Demised Premises or made necessary by required repairs to the maintenance of the HVAC equipment, keep the Demised Premises clean and neat and keep the sidewalk in front of the Demised Premises free of dirt, ice and snow, and keep the sidewalk in front of the Demised Premises free of litter and refuse. Tenant will be required to supply its own trash container. Notwithstanding anything to the contrary set forth in this Lease, Tenant shall be responsible for the maintenance, servicing, repair and replacement of the HVAC systems serving the Demised Premises. Except as otherwise herein above set forth, exterior repairs and any repairs or replacements due to defects in the structural members of the Demised Premises, whether interior or exterior, shall be made by and at the expense of Landlord.

Section 7.3. Tenant Alterations. Tenant shall not make any structural or non-structural alterations to the Demised Premises or alterations to the storefront of the Demised Premises without obtaining the prior written consent of Landlord. Tenant shall have the right, however, at its expense, from time to time to redecorate the Demised Premises and to make such nonstructural alterations and leasehold improvements in such parts thereof as it shall deem expedient or necessary for its purposes; provided, however, that any such redecoration or leasehold improvements (a) shall not impair the structural strength or integrity of the Demised Premises, (b) shall not diminish its value, and (c) shall be done in a good and workmanlike manner. Tenant shall have the right to make any such nonstructural alterations and leasehold improvements in an amount not to exceed \$50,000 without Landlord's consent (but upon notice to Landlord). All other nonstructural alterations and any exterior improvements shall require Landlord's prior written consent. Prior to commencement of any alterations or improvements, Tenant shall have obtained comprehensive public liability insurance, as provided herein applying to its activities, and shall deliver to Landlord proof, satisfactory to Landlord, that all workers connected with said activities of the Tenant are adequately covered by worker's compensation insurance and shall save the Landlord harmless on account of the filing of any mechanics' liens or an account of any other cause arising from the making of any such alterations or improvements.

Landlord shall not be liable for any loss of damage to any fixtures, equipment or other property installed or located in the Demised Premises or for any work performed therein by Tenant or Tenant's agents, employees, or contractors. Landlord shall execute and deliver, at Tenant's expense, upon request of Tenant, such instrument or instruments embodying the approval of Landlord which may reasonably be required by any public or quasi-public authority for the purpose of obtaining any license or permit for the making of such alterations, changes and/or installations in, to or upon the Demised Premises as may be permitted hereunder. Any redecoration, alterations, changes, improvements and installations which may be so constructed or added shall, at the end of the Term of this Lease, or any extension thereof, at the election of the Landlord, be considered as improvements and become a part of the Shopping Center, and Tenant shall have no right to remove the same; provided, however, Tenant shall remove, prior to the expiration of the Term, any such redecoration, alterations, changes, installation or improvements (and may remove, in any event, its trade fixtures) which Landlord does not so elect to have remain as part of the Shopping Center, and in such event Tenant shall repair any damage to the Demised Premises caused by such removal. Tenant shall be responsible any pay to Landlord the entire amount of any real estate taxes attributable to any alterations, additions, or improvements made by Tenant pursuant to this Article.

#### **ARTICLE VIII** **USE OF PREMISES**

Section 8.1. Use of Premises. Tenant covenants and agrees that, during the Term of this Lease, the Demised Premises will be used for only for the purpose of conducting the business of the retail merchandising, selling, and shipping of beer, wine, liquor, beer merchandise and paraphernalia (the "Primary Use"). The Primary Use shall be exclusive to Tenant and Landlord shall not lease to any tenant in the Shopping Center which shall have the same primary use. In addition to the Primary Use, Tenant shall also have the non-exclusive right to sell lottery tickets, tobacco products and related paraphernalia, soft drinks, food and incidentals, and any other merchandise sold in Tenant's other stores or Busa Liquor franchises from time to time under the trade name of Tenant or such other trade name as Tenant is using in its other stores in the Commonwealth of Massachusetts as an ancillary use of the Demised Premises (the "Ancillary Use"). Landlord may lease space within the Shopping Center to other tenants with the same non-exclusive uses as the Ancillary Use. In no event shall Tenant use the Demised Premises for any purpose other than the Primary Use and the Ancillary Use without Landlord's prior written consent.

Section 8.2. Change of Name. Tenant agrees to operate under the trade name referred to in the Lease or "Busa Liquors" and not to change the name of the business operated in the Demised Premises or to conduct business at the Demised Premises under any additional

advertised name without the prior written consent of Landlord. Notwithstanding anything to the contrary, it is agreed between the parties, provided Tenant delivers written notice to Landlord, that Tenant may change its trade name without prior consent of the Landlord, provided that the trade name is the trade name used by all or substantially all stores operated by Tenant under its current trade name in the State of Massachusetts, and provided that such trade name will not conflict with trade names of any other tenants in the Shopping Center.

#### ARTICLE IX TENANT'S ADDITIONAL COVENANTS

Section 9.1. Payment of Rents and Charges. Tenant covenants with Landlord and agrees to pay Basic Rent, Real Estate Taxes, Common Area charges and any and all sums due to Landlord under the terms of this Lease (hereinafter defined as "Additional Rent") at the times, in the manner and the following address: c/o [Landlord to Provide Lockbox Information].

Section 9.2. Charges for Utilities, Licenses and Permits. Tenant agrees to pay from the Commencement Date, all charges for water, sewer, gas, electricity, telephone and all other utilities and services used or consumed on the Demised Premises for all licenses and permits for the same. Tenant shall be entitled to collect utility payments from the Water Store or any other Tenant (or Tenant-At-Will) which receives utility services under the Tenant's meter. At Landlord's election, Landlord shall have the right to install separate utility meters for Tenant and any other tenants at the Shopping Center and bill tenants for the cost of such utility services.

Section 9.3. Compliance with Laws. Throughout the Term of this Lease, Tenant, at its sole cost and expense, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers and all orders, rules and regulations of the National Board of Fire Underwriters, the local Board of Fire Underwriters or any other body or bodies exercising similar functions, and with the requirements of all public liability, fire, and other policies of insurance at any time in force with respect to the Demised Premises whether or not such law, ordinance, order, rule, regulation or requirement shall interfere with the use and enjoyment of the Demised Premises. Notwithstanding the foregoing, Tenant shall not be required to make structural alterations to the Demised Premises, unless such alterations are required as a result of the Tenant's use of the Demised Premises. If the use or occupancy of the Demised Premises by Tenant shall increase the costs of fire, casualty or extended coverage insurance on the Demised Premises (a schedule or "make up" of rates for the Demised Premises or Shopping Center, being conclusive evidence of the facts therein stated and of the several items and charges in such insurance rates then applicable to the Shopping Center), then Tenant shall pay to Landlord upon demand the additional cost of any such insurance; provided, however, if the use or occupancy of

the Demised Premises by Tenant shall make void or voidable any insurance on the Demised Premises, then, at the option of Landlord, this Lease may be terminated.

Section 9.4. Property or Persons on the Demised Premises. Tenant acknowledges that any and all merchandise, fixtures and property of every kind, nature and description which may be in or upon the Demised premises or Shopping Center during the Term hereof shall be at the sole risk and hazard of Tenant or those claiming through or under Tenant, and that Landlord shall not be liable for any death, injury or damage to persons or property resulting from any reason whatsoever including, without limitation, theft, fire, explosion, steam, gas, electricity, electrical disturbance, water, rain or snow, or for leaks or dampness from the roof or from any other part of the interior or exterior of the Demised Premises, or from the plumbing, heating or air conditioning systems or service, or from any of the Common Areas of the Shopping Center, unless caused by or due to the negligence of Landlord, its agents, servants or employees; and then only after (i) written notice to Landlord of the condition claimed to constitute negligence, and (ii) the expiration of a reasonable time after such notice has been received by Landlord.

Section 9.5. Operation of Demised Premises. Tenant covenants that it will (a) keep the Demised Premises open for business on all regular business days during the customary business hours that a majority of the retail stores in the Shopping Center are open for business; provided, however, that Tenant agrees to open for business a minimum of five (5) business days per week for a minimum of eight (8) hours per day, (b) conduct its business at all times in a manner conducive to the high reputation of the Shopping Center, and (c) not conduct any auction sale or going out of business sale unless such activity is in compliance with laws set forth in the State of Massachusetts. Notwithstanding the foregoing, Tenant shall not be deemed to be in violation of this covenant if Tenant cannot open for business due to an event of force majeure or if the Commonwealth of Massachusetts or the Town of Reading forbids Tenant from opening the Demised Premises as a result of a weather-related condition.

If Tenant ceases to operate within the Demised Premises for more than 60 total days within a 365 day rolling period (not a calendar year) (excluding any period the Demised Premises are not being operated due to casualty, permitted alterations, renovation, or repairs or an event of force majeure), Landlord shall have the right to terminate this Lease and recapture the Demised Premises. Within 30 days after the expiration of such 60-day period, Landlord may exercise its right of termination by giving Tenant notice thereof 30 days prior to the effective date of termination. Upon such termination, all further obligations of the parties shall cease, except for any which specifically survive the termination of the Lease otherwise set forth herein.

Tenant will not do or suffer any waste or damage, disfigurement or injury to any portion of the Demised Premises.

Section 9.6. Subletting or Assignment. Tenant hereby covenants with the Landlord that Tenant will not sublet any part of the Demised Premises, without on each occasion obtaining the prior written consent of Landlord which shall not be unreasonably withheld. Tenant shall immediately provide to Landlord the name and address of the proposed assignee or subtenant, satisfactory information about the nature, business and business history of the proposed assignee or subtenant, banking, financial or other credit information and references about the proposed assignee or subtenant. The assignee or subtenant shall not violate any exclusive granted to other tenants in the Shopping Center nor violate any terms and conditions herein. (As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in this lease by operation of law, the merger or consolidation of Tenant with or into any other firm or corporation, or the transfer or sale of a controlling block of stock or otherwise). The consent by Landlord to any such assignment or subletting shall not constitute a waiver of the necessity of such consent with respect to any subsequent assignment or subletting. In the event of any assignment or subletting, Tenant shall, upon request of Landlord, pay Landlord's reasonable expenses in connection therewith and shall remain liable for the payment of any and all rents and other payments and charges which may become due hereunder and for the performance of all other covenants, agreements, and conditions on the part of Tenant to be performed hereunder. No such assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants herein contained. If for any assignment or subletting Tenant receives rent or other consideration in excess of the rent called for hereunder, Tenant shall pay to Landlord as additional rent the full amount of the excess received by Tenant promptly after its receipt.

The foregoing provisions of this Lease to the contrary notwithstanding, so long as Tenant is not in default under this Lease beyond applicable grace periods, Landlord's consent shall not be required for a proposed assignment of this Lease or sublet of the premises for only the use set forth in this Lease to:

- (a) any entity (corporation, LLC, etc.) that is a parent, subsidiary or affiliate of Tenant;
- (b) any entity resulting from a merger or consolidation affecting Tenant; and
- (c) any entity acquiring all or substantially all of the assets of Tenant.

Notwithstanding the above provisions of this Section, there shall be no restriction on Lessee becoming a public corporation or for a proposed Assignment of this Lease or sublet of the premises to a public corporation the outstanding voting stock of which is registered in accordance with the provisions of the Securities Act of 1933, as amended, and "listed" on the New York Stock Exchange or another recognized, national security exchange (and for the purposes hereof, the term "voting stock" shall refer to shares of stock regularly entitled to vote



for the election of directors of the corporation). Lessee shall have the right, upon registration in accordance with the Securities Act of 1933, as amended, and upon the satisfaction of all other requirements of law applicable thereto, to "list" such stock on any exchange and offer such stock for sale to the public.

Notwithstanding the foregoing, Tenant shall remain liable for all the obligations set forth in this Lease, including, but not limited to, monetary obligations in the event of any assignment or sublease.

In the event of a proposed assignment or sublease to an assignee or sublessee whose proposed use is not the Primary Use hereunder, Landlord shall have the right to terminate this Lease as to that portion of the Demised Premises proposed to be transferred. Landlord may exercise such right to terminate by giving notice to Tenant at any time within thirty (30) days after the date on which Tenant has furnished to Landlord the request for consent pursuant to this Section and all of the information required under this Section. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Demised Premises (with appropriate demising partitions erected at the expense of Tenant) on the later of (i) the effective date of the proposed transfer, or (ii) sixty (60) days after the date of Landlord's notice of terminate. In the event Landlord exercises such right to terminate, Landlord shall have the right to enter into a lease with the proposed transferee without incurring any liability to Tenant on account thereof.

In the event that Tenant seeks to sell its business to a third-party purchaser, Landlord shall have the right to approve such proposed purchaser, which consent shall not be unreasonably withheld provided that the proposed purchaser has a net worth equal to or greater than Tenant's and the Guarantors' (as hereinafter defined) net worth and Landlord receives and approves the other information from such purchaser as is required in the event of an assignment or sublet of this Lease.

Section 9.7. Access by Landlord. Tenant shall permit the Landlord and its agents or representatives to enter at reasonable times to view or examine the Demised Premises, or any wires, pipes, fixtures or appurtenances thereof, and to make repairs or alterations to preserve the Demised Premises if the Landlord should elect to do so; and at any time within thirty (30) days prior to the expiration of this Lease, to show the Demised Premises to other prospective lessees, with reasonable prior notice.

Section 9.8. Duties Upon Termination of Term. Tenant shall, at or prior to the expiration of the Term hereof, remove all goods, trade fixtures and other personal property of Tenant and of all persons claiming through or under Tenant, and to peaceably yield up to the Landlord the Demised Premises and all keys, locks and fixtures (other than trade fixtures of Tenant) connected therewith; and, at the election of the Landlord as aforesaid in Section 7.3 above, to deliver to

Landlord all alterations, improvements or additions made to an upon the same, in as good repair, order and condition as the same were in as of the Commencement Date or were put in during the Term, damage by fire or from other unavoidable casualty only excepted.

Section 9.9. Construction Liens, Permits, Etc. Tenant covenants and agrees to pay promptly when due the entire cost of any work to the Demised Premises undertaken by Tenant and to bond against or discharge any liens for labor or materials within thirty (30) days after written request by Landlord; to procure all necessary permits before undertaking such work; and to do all such work in a good an workmanlike manner, employing materials of good quality and laborers skilled in their trades who will work in harmony with Landlord's laborers and employees.

#### **ARTICLE X** **SIGNS**

Tenant shall have the right, at its expense and in conformity with applicable laws and ordinances, to erect and thereafter to replace, if Tenant shall so elect, (a) a storefront sign on the Demised Premises, and (b) a panel on the Shopping Center's pylon sign in accordance with the requirements of this Article X; provided, however, that Tenant shall have obtained the prior written approval of Landlord regarding the installation, kind, design, size and location of such signs. Landlord may not relocate, alter or re-size Tenant's pylon sign blade or exterior façade sign without the Tenant's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. In the event that Landlord undertakes repairs to the façade of the Property that affect Tenant's exterior façade sign, Landlord shall remove and replace Tenant's existing exterior façade sign at its cost and expense and shall repair Tenant's sign if damaged by Landlord's façade work. Landlord shall install Tenant's initial sign on the Shopping Center's pylon sign at Landlord's cost and expense in accordance with the signage criteria set forth on Exhibit E attached hereto. Tenant shall be responsible for the cost of its pylon sign blade following such initial installation.

#### **ARTICLE XI** **DAMAGE TO AND RESTORATION OF DEMISED PREMISES**

Section 11.1. Damage to or Taking of the Demised Premises. In the event that the Demised Premises, to an extent in excess of twenty-five percent (25%) of the value of the Demised Premises, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or other casualty or by any other action of any public or other authority, or a substantial portion of the parking area or other property, buildings or structures within the Shopping Center be so damaged or taken, as the case may be, then Landlord shall have the right to terminate this Lease, as of the date of such damage or action, by written notice to Tenant within thirty (30) days of the date thereof, notwithstanding that Landlord's entire interest may have been divested. If this lease shall not be so terminated, a just proportion of the

Basic Rent shall be abated, according to the nature and extent to which the Demised Premises are unusable by Tenant for the conduct of its business, until the Demised Premises, or in case of such taking, what may remain thereof, shall, as herein elsewhere set forth, be put in proper condition for the conduct of Tenant's business.

Section 11.2. Repair and Restoration of Demised Premises; Reservation of Damages to Landlord. Unless this Lease shall be terminated as hereinabove set forth, Landlord shall, at its expense, promptly commence repair and restoration of the Demised Premises and shall, subject to labor and material shortages and other causes beyond the reasonable control of Landlord, complete the same with due diligence. Upon commencement of such repair and restoration by Landlord, Tenant shall, at its expense, promptly commence repair and replacement of all trade fixtures, equipment, signs and other property installed by or belonging to the Tenant which shall have been so damaged, taken or destroyed and shall, subject to labor and materials shortages and other causes beyond the reasonable control of Tenant, complete the same with due diligence. Landlord shall not be liable for any inconvenience or annoyance to Tenant or for any injury to the business of Tenant resulting from delays in repairing such damage. Landlord reserves and accepts all rights to damages to the Demised Premises now accrued or hereafter accruing by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority, and by way of confirmation, Tenant grants to Landlord all Tenant's right to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any portion of any award expressly allocated by the taking authority to trade fixtures, equipment and improvements installed by Tenant, or the value of the Tenant's interest in the leasehold.

## ARTICLE XII SUBORDINATION OF LEASE

Section 12.1. Subordination. This Lease shall be automatically subordinate to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which shall acquire a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenant's obligations under this Lease shall not be increased in any way; provided, however, that the performance of ministerial acts by Tenant in connection with the execution of documents or other assurances in connection with such subordination shall not be deemed to increase Tenant's obligations under this Lease; and Tenant shall not be deprived of its rights under this Lease. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to

such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 12.2. Attornment. If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which shall give Tenant any right to terminate this Lease or surrender possession of the Demised Premises upon the transfer of Landlord's interest. From and after any such attornment, mortgagee or any such transferee shall not be: (a) liable for any act or omission of any prior landlord (including Landlord); or (b) liable for or incur any obligation with respect to the construction of the Property or any improvements of the Property except as set forth in this lease; or (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or (d) bound by any rent or additional rent which Tenant might have paid more than one month in advance to any prior landlord (including Landlord); or (e) bound by any amendment or modification of the Lease, or any consent to any assignment or sublease, made without the mortgagee's prior written consent if such consent is required under the applicable loan documents; or (f) responsible for the return of any security deposit not actually received by such mortgagee; or (g) liable for any obligation with respect to any breach of warranties or representations made by any prior landlord (including Landlord), or its agents or representatives, of any nature under the lease or otherwise; or (h) liable for consequential damages.

### ARTICLE XIII NOTICES

Any notice from Landlord to Tenant or from Tenant to Landlord shall be deemed duly served upon receipt if mailed by certified mail, return receipt requested, addressed, if to the Tenant, to, A&D Realty, 133 Massachusetts Avenue, Lexington, MA 02420, with a copy to Attorney Michael Rubin, Rubin, Weisman, Colasanti, Kajko & Stein, 430 Bedford Street, Lexington, MA 02420, or if to the Landlord, c/o Linear Retail Properties, LLC, Five Burlington Woods Drive, Burlington, MA 01803, Attention: William J. Beckeman, or in either case, in such other manner or to such other address as may be specified by notice in writing to the other party, and the customary certified mail receipt shall be conclusive evidence of such service.

### ARTICLE XIV NO HAZARDOUS MATERIALS

Tenant agrees it shall not cause or permit to occur any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions on, under or about the Demised Premises and/or the Shopping Center or arising from Tenant's use or occupancy of the Demised Premises, including but not limited to soil and groundwater

conditions. It is further agreed Tenant shall not permit the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any hazardous substances on, under or about the Demised Premises and/or the Shopping Center, or the transpiration to or from the Demised Premises and/or the Shopping Center of any hazardous substance.

Tenant further agrees it shall indemnify, defend and hold harmless, Landlord, the manager of the property and their respective officers, directors, beneficiaries, shareholders, patrons, agent and employees from all fines, suits, procedures, claims and actions of every kind and costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge or other release of hazardous substance that occurs during the Term of this Lease at or from the Demised Premises and/or the Shopping Center which arises at any time from Tenant's use or occupancy of the Demised Premises or from Tenant's failure to provide all information, make all submissions and take all steps required by all authorities under the laws and all other environmental laws. Tenant's obligations and liabilities under this Article shall survive the termination of this Lease.

#### **ARTICLE XV** **BREACH BY TENANT; TERMINATION OF LEASE**

If the Tenant or any guarantor of this Lease shall neglect or fail to perform or observe any of the covenants herein contained, in the case of a default in the payment of any Basic Rent, Additional Rent, Percentage Rent, if any, or any amounts due pursuant to any Article herein for a period of ten (10) days after the respective payment's due date ("Monetary Default"), or in the case of a default in any other covenant for a period of thirty (30) days after notice from Landlord ("Non-Monetary Default"), or if the estate hereby created shall be taken on execution or other process of law, or if any assignment shall be made of the property of Tenant (or any guarantor of this Lease) for the benefit of creditors, or if the Tenant (or any guarantor of this Lease) files a petition in bankruptcy, is adjudicated insolvent, or bankrupt, petitions or applies to any tribunal for any receiver or trustee, commences any proceeding for any reorganization, arrangement, readjustment of debt, dissolution or liquidation, or if there is commenced against the Tenant (or any guarantor of this Lease), any such proceeding which remains undismissed for a period of sixty (60) days, or if the Tenant (or any guarantor of this Lease), by any act, indicates its consent to, approval of, or acquiescence in, any such proceedings, or the appointment of any receiver or trustee, or suffers any such receivership or trusteeship to continue undischarged for a period of sixty (60) days, or if Tenant shall fail to take possession of the Demised Premises, or shall fail to open the Demised Premises for the conduct of Tenant's business on the Commencement Date (singularly, an "Event of Default") then in any of the said cases the Landlord lawfully may, immediately or at any time thereafter and with demand or notice, exercise any remedy of Landlord under this Lease and/or may enter into and upon the Demised Premises, or any part

thereof, forcibly if necessary, and repossess the same as of the Landlord's former estate, and expel the Tenant and those claiming through or under the Tenant, and remove the effects of both or either (forcibly if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. Upon any Event of Default or entry as aforesaid, at Landlord's option, the Tenant's estate and possession and/or this Lease shall terminate and the Landlord, in addition to its remedies set forth above, shall have all other remedies which it may be entitled to at law or in equity. Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Demised Premises or to have continuance of this Lease for the Term hereby granted after being disposed or ejected therefrom by process of law or under the terms of this Lease.

Notwithstanding the foregoing to the contrary, in the event of a Monetary Default, Tenant shall be entitled to receive two (2) notices from Landlord in each rolling 365 day period (not calendar year) informing Tenant of such default prior to Landlord exercising its remedies as set forth in this Lease or at law.

## **ARTICLE XVI** **LANDLORD'S REMEDIES**

Section 16.1. Damages and Indemnification. If this Lease shall be terminated as provided in Article XV hereof, Tenant shall forthwith pay to Landlord as damages, in addition to all sums which were due prior to the date of such termination, a sum equal to the amount by which the Basic Rent for the remainder of the Term hereof exceeds the fair rental value of the Demised Premises for the remainder of the Term hereby granted; and in addition thereto will further indemnify Landlord during the remainder of the Term against all loss of Basic Rent due for the remainder of the Term hereby leased, suffered by reason of such termination, first deducting any damages paid as provided above, the loss of such rent, if any, for each month during the remainder of the Term hereof to be paid at the end of each month. For the purposes of computing damages payable hereunder, it is agreed that there shall also be payable to Landlord, as damages, at the time of such termination, the product of the total of (a) the Tenant's share of common charges and expenses and Shopping Center insurance expenses due from or paid by Tenant in respect of the year in which such termination occurs, and (b) Tenant's share of real estate taxes due from or paid by Tenant in respect of the year during which such termination occurs, times the number of years remaining in the Term hereof, it being assumed that the amount of such charges and expenses and real estate taxes so payable for the said calendar year during which

termination occurs would have remained constant for each subsequent year of the full term hereby granted.

Section 16.2. Additional Expenses of Landlord. Tenant also agrees (a) to indemnify and save Landlord harmless from and against all reasonable expenses which Landlord may incur by reason of such termination and the cost of putting the Demised Premises in good order to prepare the same for rental to other tenants, and (b) that Landlord may (i) re-let the Demised Premises, or any portion thereof, either in the name of Landlord or otherwise for a period which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term, and (ii) grant concessions or free rent. The failure of Landlord to re-let the Demised Premises or any portion thereof shall not release or affect Tenant's liability for damages. Any suit brought to collect the amount of deficiency for any month shall not prejudice in any way the right of Landlord to collect any deficiency for any subsequent month by a similar proceeding. Landlord may make such alterations, repairs, replacements and decorations to the Demised Premises as Landlord, in Landlord's sole judgment, considers advisable or necessary for the purpose of re-letting the Demised Premises, and the making of such alterations, repairs, replacements or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall not be liable for failure to relet the Demised Premises, or, if the Demised Premises are relet for failure to collect the rent due under such reletting

Section 16.3. Costs of Collection; Tenant's Property. In the event of any default by Tenant hereunder, Tenant will reimburse Landlord for all expenses and reasonable attorneys' fees incurred by Landlord in collecting any amount due from Tenant, curing any default of Tenant or in obtaining possession of, or in re-letting the Demised Premises; and Tenant shall pay all attorneys' fees and expenses arising out of any litigation in which Landlord shall become involved by reason of default, act, failure to act or negligence of Tenant or anyone acting under Tenant, in which it is finally determined that Tenant or anyone acting under Tenant shall have been so negligent. Tenant further agrees that if, on termination of this Lease by expiration or otherwise, Tenant shall fail to remove any of its property from the Demised Premises, the same shall be conclusively deemed to have been abandoned and Landlord shall be authorized, at its sole option, and in Tenant's name and on behalf, either (a) to cause such property to be removed and placed in storage for the account of and at the expense of Tenant, or (b) to sell such property at public or private sale, with or without notice, and to apply the proceeds thereof, after the payment of all expenses of removal, storage and sale, to the indebtedness, if any, of Tenant to Landlord, the surplus, if any, to be paid to Tenant.

Section 16.4. Restraint of Violations. In addition to all other remedies provided in this Indenture of Lease, Landlord shall be entitled to restrain by injunction or otherwise, any violation, or any attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

Section 16.5. No Surrender of Demised Premises. No act or thing done by Landlord during the Term hereof shall be deemed an acceptance of a surrender of the Demised Premises and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. The delivery of keys to any employee of Landlord or to Landlord's agents shall not operate as a termination of the Lease or a surrender of the Demised Premises.

**ARTICLE XVII**  
**ADDITIONAL RIGHTS OF LANDLORD**

Section 17.1. Cumulative Remedies. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative, are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach of threatened breach by Tenant of any provision of this Lease, and are in addition to any now or hereafter existing in law, in equity, or by statute.

Section 17.2. Holdover. If the Tenant remains in the Demised Premises beyond the expiration of this Lease, such holdover shall be without right and shall not be deemed to create any tenancy, but the Tenant shall be a tenant at sufferance only and Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to one and one-half times (1 ½) the Basic Rent during the first month of such holdover and two (2) times the Basic Rent for each month of holdover thereafter.

Section 17.3. Interest Due on Tenant Defaults. If Tenant fails to pay the full amount of any basic or additional rent, or to make any other payment required after any applicable grace period, or fails to perform any act required of Tenant hereunder after any applicable grace period, Landlord shall have the right to collect the amount of such overdue payment or to perform such act on behalf of Tenant and to collect from Tenant interest on the amount of such payment or the cost of such performance on behalf of Tenant, as of the expiration date of applicable grace periods, computed at a rate per annum equal to the sum of the "prime rate" so-called charged by Bank of America or its successor from time to time on ninety (90) day commercial loans to substantial and responsible commercial borrowers plus two percent (2%). Tenant shall also be obligated to pay to Landlord all interest accrued on any past due amounts (together with the interest already accruing thereon).

Section 17.4. Relocation. Intentionally Omitted.

**ARTICLE XVIII**  
**QUIET ENJOYMENT**



Upon Tenant's paying the rents and other charges due hereunder, and performing and observing all of the other agreements, conditions and covenants to be performed and observed hereunder, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises during the Term hereof without any manner of hindrance or interference from Landlord or from any other person claiming under or through Landlord, subject, however, to the terms of this Lease (including, without limitation, those title matters set forth in Article I hereof and any mortgage which may be superior to this Lease).

**ARTICLE XIX**  
**INABILITY TO PERFORM**

Except as otherwise expressly provided herein, this Lease and the obligations of Landlord and Tenant to perform all of the covenants, agreements, terms, provisions and conditions herein contained shall in no way be affected, impaired or excused because either party is unable to supply or is delayed in supplying any service to be supplied hereunder or is unable to make or is delayed in making any repairs or replacements by reason of strikes or labor troubles, unavailability of materials or for any other similar or dissimilar cause whatsoever beyond either parties reasonable control (including, but not limited to, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any governmental agency or any department of subdivision thereof, or by reason of the conditions of supply and demand which have been or are affected by war, hostilities or other similar or dissimilar emergency), provided that in each such instance of inability of either party to perform, either party shall exercise due diligence to eliminate the cause of such inability or to secure alternate sources of supply.

**ARTICLE XX**  
**LIMITATION OF LANDLORD'S LIABILITY**

The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Demised Premises, and in the event of any transfer or transfers of title to said property, the Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently, freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on the Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Shopping Center and in the rents, issues

and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord (which term shall include, without limitation, any trustees, beneficiaries, officers, directors, or stockholders of Landlord) ever be personally liable for any such liability.

**ARTICLE XXI**  
**NOTICE OF LEASE**

The Tenant agrees that it will not record this Lease. Both parties shall, upon request of either and at the expense of the requesting party, execute and deliver a Memorandum of this Lease in such recordable form as may be permitted by applicable statute.

**ARTICLE XXII**  
**ESTOPPEL CERTIFICATES**

Landlord and Tenant agree, at any time and from time to time, upon not less than ten (10) business days' prior written request by the other, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that to the knowledge of such party no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon, the Shopping Center. Tenant agrees that if it shall fail at any time to execute, acknowledge and deliver any such instrument within ten (10) days after request, then Landlord may execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant; and Tenant hereby makes, constitutes, and irrevocably appoints Landlord its attorney-in-fact for that purpose.

**ARTICLE XXIII**  
**MISCELLANEOUS PROVISIONS**

Section 23.1. Security Deposit. Intentionally deleted.

Section 23.2. Counterparts; Captions and Headnotes. This Lease may be executed in one or more counterparts, all of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose. The captions and headnotes throughout this Lease are for convenience or reference only, and shall in no way be held or deemed to define, limit, explain, describe, modify or add to the interpretation, construction or meaning of any provision of this Lease.

Section 23.3. Partial Invalidity of Unenforceability. The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared valid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.

Section 23.4. Non-Waiver Provision. No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by the Landlord of rent or other payment hereunder or silence by the Landlord as to any breach shall not be construed as waiving any of the Landlord's rights hereunder unless such waiver shall be in writing. No payment by the Tenant or acceptance by the Landlord of a lesser amount than shall be due to Landlord from Tenant shall be deemed to be anything but payment on account, and the acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying such check that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and the Landlord may accept such check without prejudice to recover the balance due or to pursue any other remedy.

Section 23.5. Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the state in which the Demised Premises are located.

Section 23.6. Landlord-Tenant Relationship. The Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.

Section 23.7. Construction of Certain Terms. As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

Section 23.8. Execution. The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

Section 23.9. Confidentiality. Landlord and Tenant shall not disclose any information herein or in connection with either party's relationship with each other without either party's prior written consent.

Section 23.10. Respective Obligations and Expense. Unless specifically set forth herein to the contrary, all obligations of Landlord shall be at Landlord's sole cost and expense and all obligations of Tenant shall be at Tenant's sole cost and expense.

Section 23.11. Broker. Tenant warrants and represents to Landlord that it has caused or incurred no claims for brokerage commissions or finder's fees in connection with the execution of this Lease. Tenant shall indemnify and hold Landlord harmless against and from all liabilities arising from any claim or demand by any other broker or agent in connection with this Lease who claims entitlement to a fee or commission on account services rendered to Tenant including without limitation the cost of a reasonable attorney's fees in connection therewith.

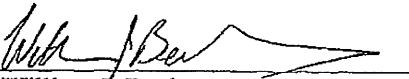
Section 23.12. Guaranty. As a condition to this Lease being executed by Landlord, State Road Liquor Mart, Inc. (the "Guarantor") is concurrently herewith executing a Guaranty of Lease in the form of Exhibit D which guaranties Tenant's obligations under this Lease.

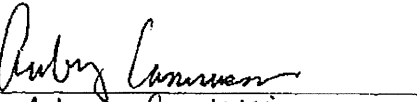
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the date and year first above written.

LANDLORD:

LINEAR RETAIL READING #1, LLC

By:   
Name: William J. Beckeman  
Title: President

Attest:   
Aubrey Cannuscio

TENANT:

BUSA'S READING LIQUORS, Inc.

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

Attest: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the date and year first above written.

LANDLORD:

LINEAR RETAIL READING #1, LLC

By: \_\_\_\_\_  
Name: William J. Beckeman  
Title: President

Attest: \_\_\_\_\_

TENANT:

BUSA'S READING LIQUORS, Inc.

By: *Samuel Busa*  
Title: President

Attest: *Patricia Guozzi*

# FLOORPLAN

ARCHITECT  
**S47/a**  
 1111 15th St NW  
 Suite 100  
 Washington, DC 20004  
 Tel: 202-462-1111  
 Fax: 202-462-1112

PROJECT  
**CITY WINE & SPIRITS**  
 505 14th Street  
 N.W., WASHINGTON

CLIENT  
 NARA  
 1333 Constitution Ave  
 N.W., WASHINGTON, DC

PROJECT TEAM

REVISIONS

DRAWING TITLE  
**DEMO PLAN**

STAMP

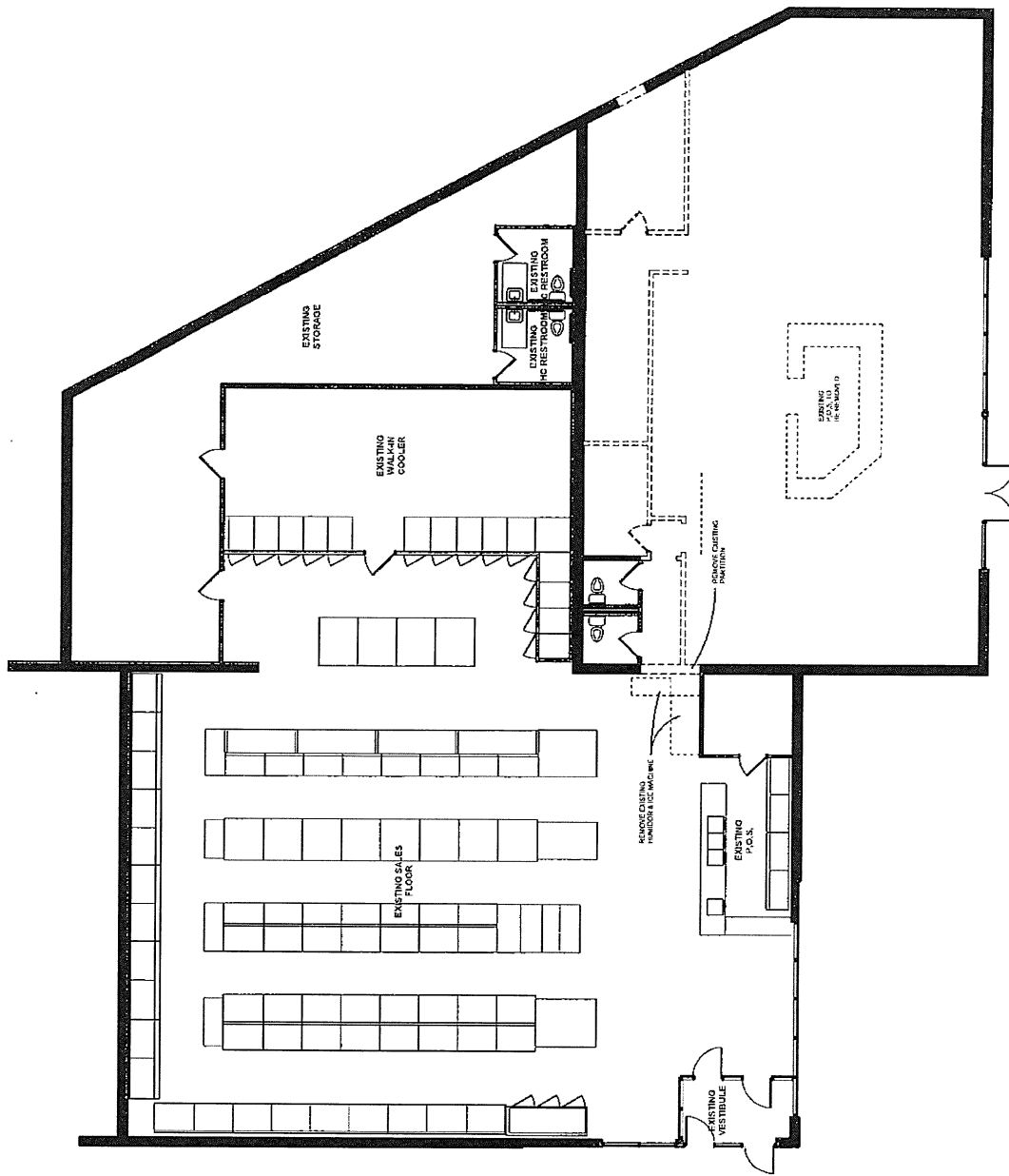
DATE: 02/14/2014  
 DRAWING NO: 02-100-0000-0000-0000  
 PROJECT NO: 02-100-0000-0000-0000  
 DRAWING NUMBER: **A100**

**SYMBOL LEGEND**

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- PROPOSED WALL
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED
- PROPOSED DOOR
- PATH OF CORES
- ILLUMINATED CENTER MOUNTED DAY STORAGE
- FIRE EXTINGUISHER COUNTY
- GAS LAUNCH COMPLIANCE W/ NFPA 10
- EMERGENCY EXITED LIGHTING

**GENERAL NOTES**

1. WORK SHALL COMPLY WITH FEDERAL, STATE AND LOCAL BUILDING CODES AND REGULATIONS. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND ALL APPLICABLE LOCAL ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE DURATION OF CONSTRUCTION.
2. CONTRACTOR SHALL EMERGE AND SERVICED ELECTRICAL, MECHANICAL, PLUMBING, FIRE ALARM, AND TELEPHONE SYSTEMS IN ACCORDANCE WITH NFPA 70 AND NFPA 72.
3. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE DURATION OF CONSTRUCTION.
4. CONTRACTOR RESPONSIBLE FOR ALL PREPARATION WORK REQUIRED BY MANUFACTURER'S SPECIFICATIONS.
5. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES.
6. CONTRACTS BETWEEN EITC CONDITIONS AND DRAWINGS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ARCHITECT'S STANDARD CONDITIONS OF CONTRACT.
7. CONTRACTOR TO NOTIFY ARCHITECT AFTER LABOR AND PRIOR TO FINISHING. FINISHING TO BE COMPLETED WITH 10% VARIATION FROM ACTUAL MANUFACTURER'S SPECIFICATIONS.
8. CONTRACTOR RESPONSIBLE FOR ALL PREPARATION WORK IN ACCORDANCE WITH THE ARCHITECT'S STANDARD CONDITIONS OF CONTRACT.
9. CONTRACTOR TO NOTIFY ARCHITECT AFTER LABOR AND PRIOR TO FINISHING. FINISHING TO BE COMPLETED WITH 10% VARIATION FROM ACTUAL MANUFACTURER'S SPECIFICATIONS.
10. CONTRACTOR RESPONSIBLE FOR ALL PREPARATION WORK IN ACCORDANCE WITH THE ARCHITECT'S STANDARD CONDITIONS OF CONTRACT.
11. DAMAGED TO EXISTING OR NEW CONSTRUCTION CAUSED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR THEREOF.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ARCHITECT'S STANDARD CONDITIONS OF CONTRACT.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO BE COMPLETED BY THE LAND OWNER.
14. ALL WORK SHALL BE COMPLETED BY THE CONTRACTOR.



DEMO - 1ST FLOOR  
 1/8" = 1'-0"





ARCHITECT  
**S471a**  
 1000 W. 10TH AVENUE  
 SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 WWW.S471A.COM

PROJECT  
**CITY WINE & SPIRITS**  
 345 MARSH STREET  
 DENVER, CO 80202

CLIENT  
 HARTMAN  
 1000 W. 10TH AVENUE  
 SUITE 100  
 DENVER, CO 80202

PROJECT TYPE

REVISIONS

DRAWING TITLE  
**CEILING PLAN**

DATE

SCALE

DRAWING NUMBER  
**A102**

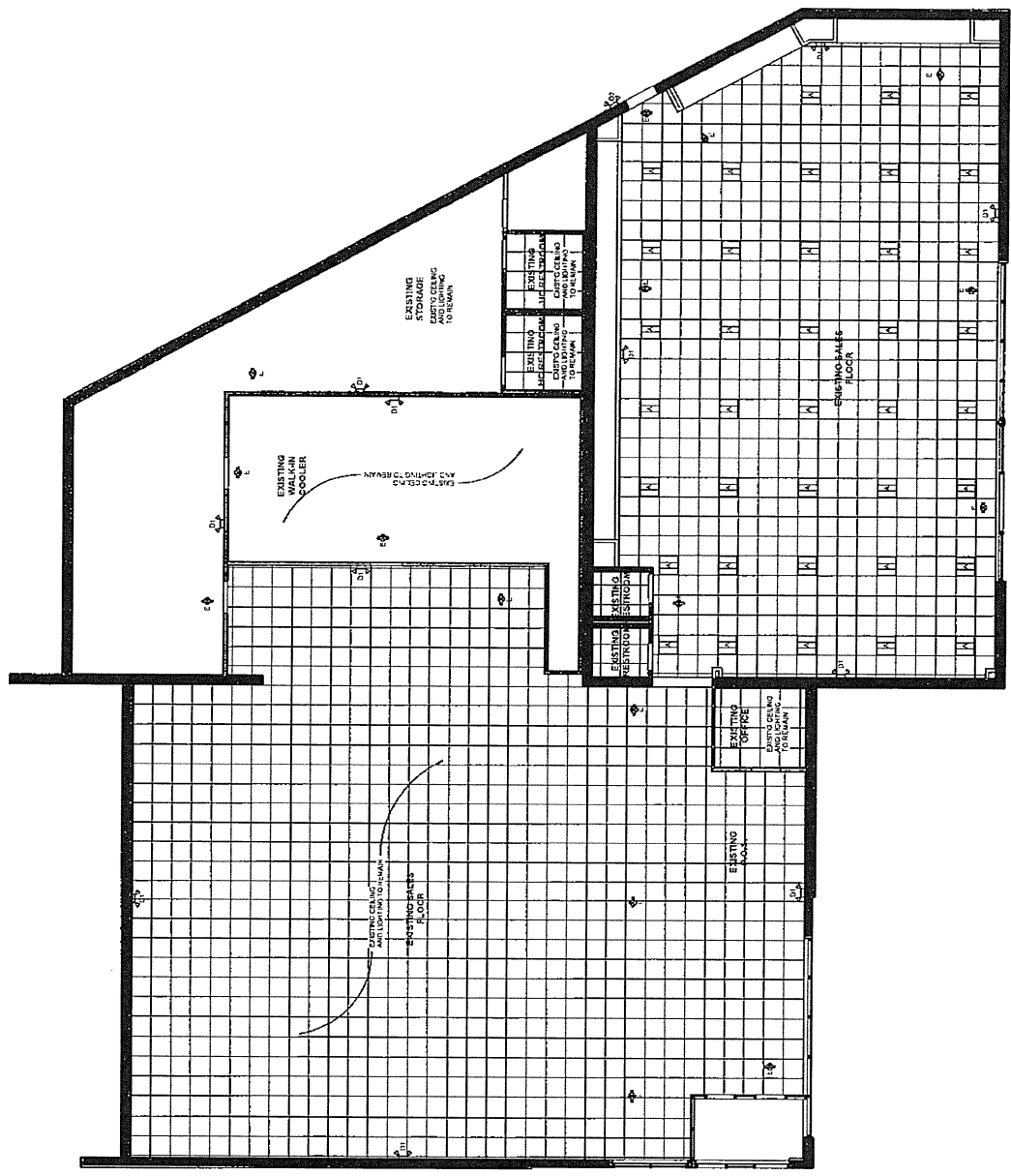
DATE

**SYMBOL LEGEND**

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- PROPOSED WALL
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED
- PROPOSED DOOR
- PATH OF EGRESS
- LUMINESCENT CEILING MOUNTED EXIT SIGNAGE
- TYPE I REFRIGERANT CABINET
- DATA RACK COMPLIANCE WITH NFPA 79
- RECYCLED GLASS LIGHTING

1. WORK SHALL COMPLY WITH ALL CITY, STATE AND LOCAL BUILDING CODES AND REGULATIONS. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR THE DURATION OF CONSTRUCTION.
2. CONTRACTOR SHALL PROVIDE ALL NECESSARY ELECTRICAL AND MECHANICAL WORK WITH A PERMITS AND APPROVALS FROM THE CITY OF DENVER.
3. CONTRACTOR SHALL ENGAGE AN LICENSED ELECTRICAL CONTRACTOR TO PROVIDE ALL NECESSARY ELECTRICAL WORK AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
4. CONTRACTOR SHALL ENGAGE AN LICENSED MECHANICAL CONTRACTOR TO PROVIDE ALL NECESSARY MECHANICAL WORK AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
5. CONTRACTOR SHALL ENGAGE AN LICENSED PLUMBING CONTRACTOR TO PROVIDE ALL NECESSARY PLUMBING WORK AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
6. CONTRACTOR SHALL ENGAGE AN LICENSED ROOFING CONTRACTOR TO PROVIDE ALL NECESSARY ROOFING WORK AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
7. CONTRACTOR SHALL ENGAGE AN LICENSED PAINTING CONTRACTOR TO PROVIDE ALL NECESSARY PAINTING WORK AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
8. CONTRACTOR SHALL ENGAGE AN LICENSED CARPENTRY CONTRACTOR TO PROVIDE ALL NECESSARY CARPENTRY WORK AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
9. CONTRACTOR SHALL ENGAGE AN LICENSED CONCRETE CONTRACTOR TO PROVIDE ALL NECESSARY CONCRETE WORK AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
10. CONTRACTOR SHALL ENGAGE AN LICENSED GENERAL CONTRACTOR TO PROVIDE ALL NECESSARY GENERAL CONTRACTING WORK AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
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17. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.

MARK	DESCRIPTION	COUNT
A	RECESSED TRIGGER	12
D1	WALL MOUNT GRESS LIGHTING (RETRACT)	11
D2	WALL MOUNT GRESS LIGHTING (EXTEND)	1
E	ILLUMINATED EXIT SIGN	16



REFLECTED CEILING PLAN  
 3/16 21'0"

**Legal Notice  
(Seal)  
Town of Reading**

To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on May 7, 2024 at 7:00 PM in the Select Board Meeting Room at Town Hall, 16 Lowell Street, Reading, MA or also available remotely on Zoom to act on proposed changes to the following Traffic and Parking Regulations:

- Amendment Number 2024-1; Improve traffic and pedestrian safety at the intersection of Sanborn Street at Haven Street.
- Amendment Number 2024-2; Improve traffic and pedestrian safety at the intersection of Walnut Street at Summer Avenue.

A copy of the proposed documents regarding this topic will be in the Select Board packet on the website at [www.readingma.gov](http://www.readingma.gov)

All interested parties are invited to attend the hearing in person or remotely via Zoom; or may submit their comments in writing or by email to [townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)

By order of  
Matthew A. Kraunelis  
Town Manager

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**To the Chronicle: Please publish on Tuesday, April 30, 2024**

**Send the bill and tear sheet to:      Town Managers Office  
16 Lowell Street  
Reading, MA 01867**

**ATTN: Caitlin Nocella  
[cnocella@ci.reading.ma.us](mailto:cnocella@ci.reading.ma.us)  
781-942-9043**



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

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**Amendment Number:** 2024-01

**Date Filed:** April 9, 2024

**Filed By:** Traffic and Safety Officer Michael S. Scouten

**On Behalf of:** Parking Traffic Transportation Task Force

**Section 1:**

Purpose of Amendment – Improve traffic and pedestrian safety at the intersection Sanborn Street at Haven Street.

**Section 2:**

Proposed Amendment: Official placement of an isolated stop sign.

Location on Street: Heading Southbound on Sanborn Street at the intersection with Haven Street.

Regulation: Obedience to Isolated Stop Sign.

Pursuant to Article: 6.12.

**Section 3:**

Effective Date: Upon approval of the Select Board.

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

Select Board:

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



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



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Certification of Amendment:

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

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Town Clerk

Town Corporate Seal



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

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**Amendment Number:** 2024-02

**Date Filed:** April 9, 2024

**Filed By:** Traffic and Safety Officer Michael S. Scouten

**On Behalf of:** Parking Traffic Transportation Task Force

**Section 1:**

Purpose of Amendment – Improve traffic and pedestrian safety at the intersection Walnut Street at Summer Avenue.

**Section 2:**

Proposed Amendment: Official placement of an isolated stop sign.

Location on Street: Heading Eastbound on Walnut Street at the intersection with Summer Avenue.

Regulation: Obedience to Isolated Stop Sign.

Pursuant to Article: 6.12.

**Section 3:**

Effective Date: Upon approval of the Select Board.

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

Select Board:

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



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

---



Certification of Amendment:

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

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Town Clerk

Town Corporate Seal

# Town of Reading

# FY 2025 Water and Sewer Rate Study

The Abrahams Group

May 2024



# Recent History - Water

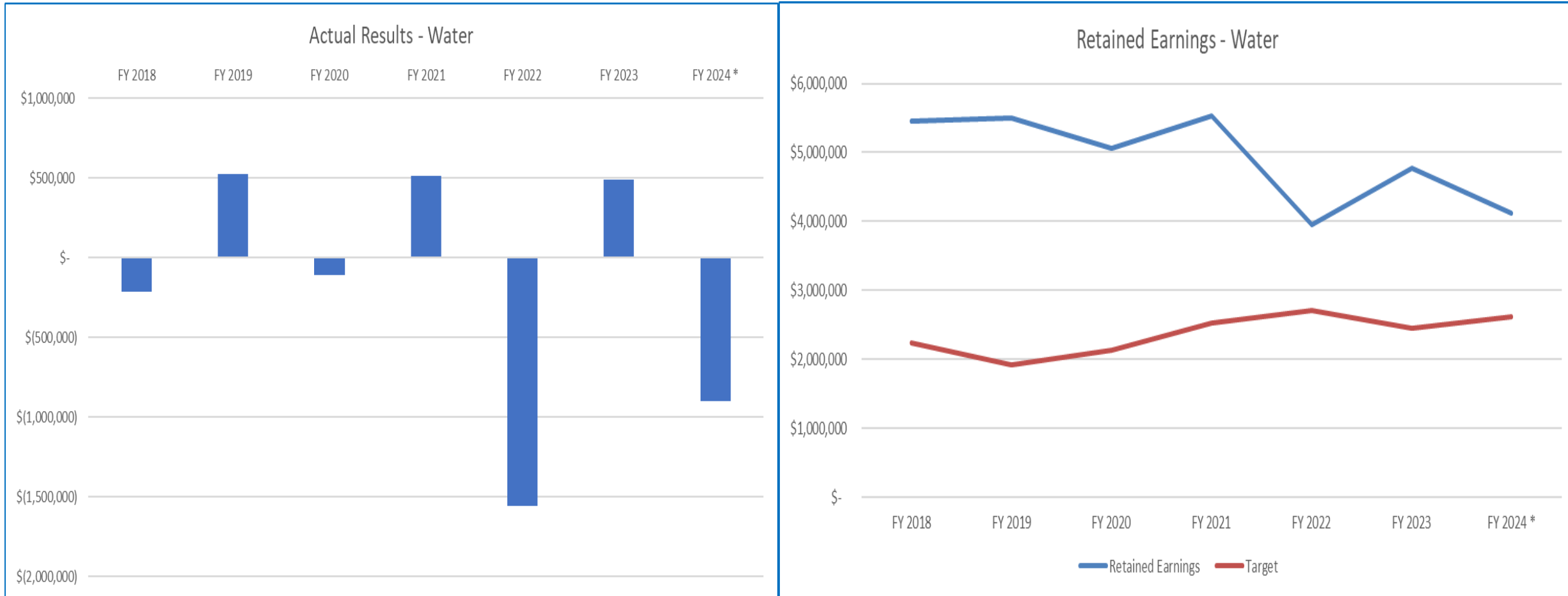
- The Town implemented a four-tier rate structure for FY 2024.
  - Flat Rate for all usage prior
  - Multi-unit accounts are charged as one unit currently.
- Healthy retained earnings balance of \$4.7 million (58.5% of fund expenses)
- The Town typically balances the budget using retained earnings to ensure rate stabilization.
- The Town typically funds some capital improvements as part of the operating budget to avoid additional costs incurred from borrowings.

# Recent Results - Water

Actual results compares fund revenues and expenses in graph to left; Graph up from \$0 is surplus, down is deficit

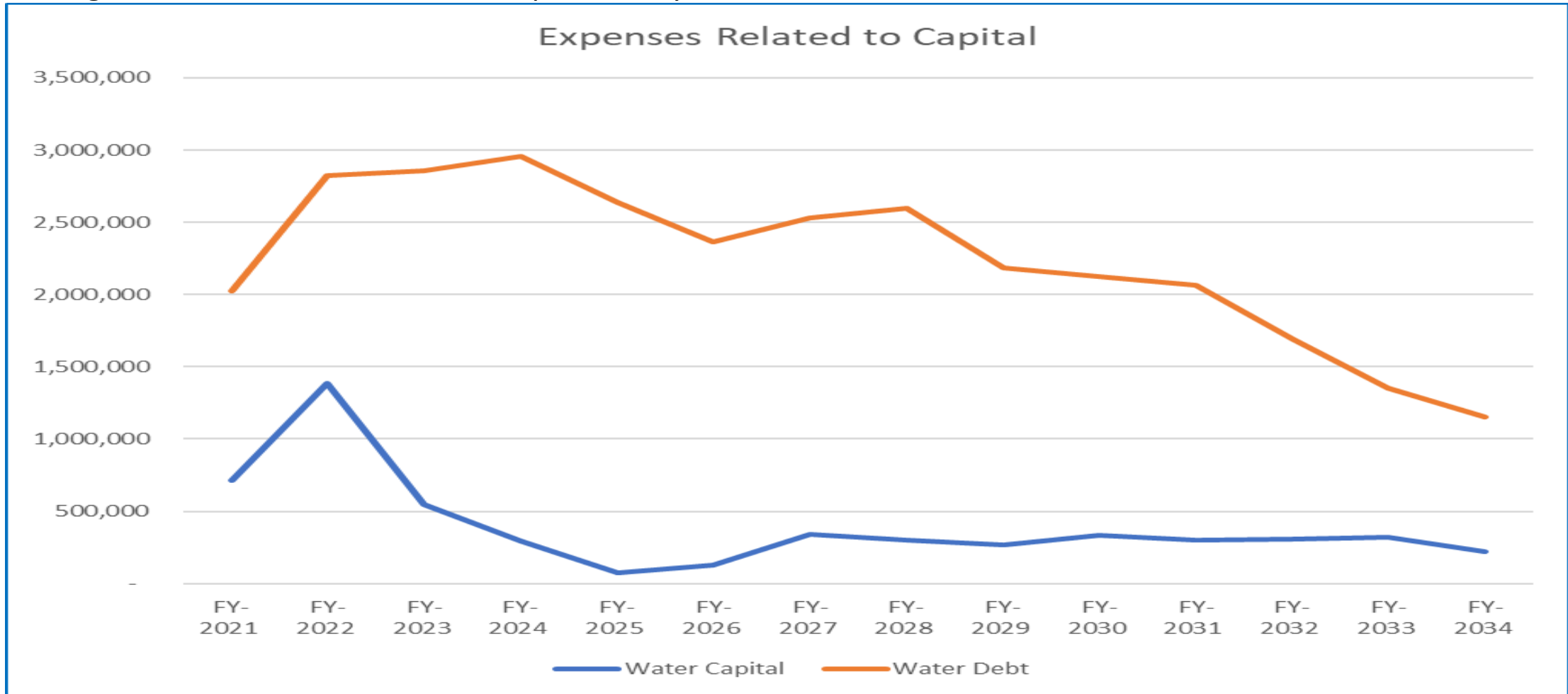
Recent retained earnings certification amounts compared to targeted 30% in graph to the right

\* FY 2024 is projected



# Capital Investment - Water

Actual and projected expenses related to capital  
Orange line is debt and blue line is capital outlay

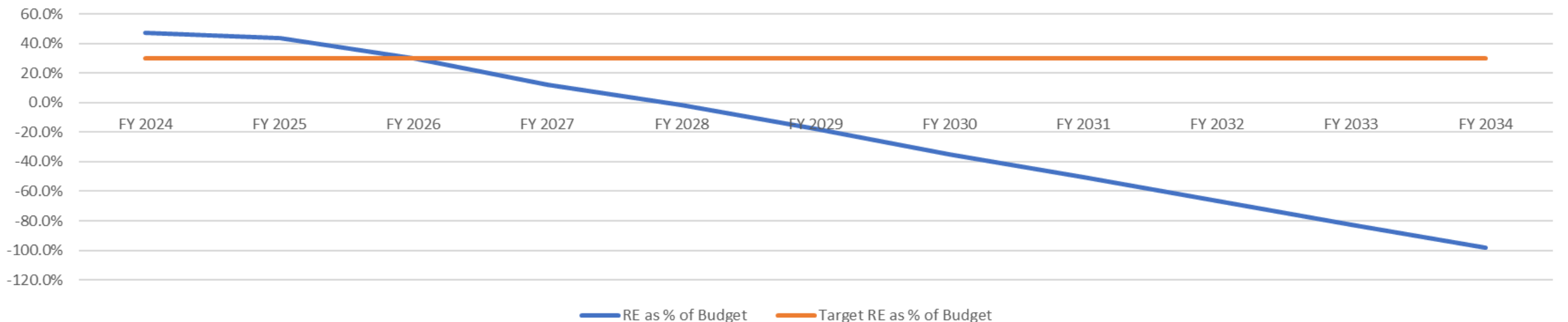


# Baseline Scenario - Water

- Projected results for future years, assuming no revenue changes

Baseline	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (901,466)	\$ (510,245)	\$ (559,209)	\$ (1,161,999)	\$ (1,421,675)	\$ (1,213,215)	\$ (1,463,997)	\$ (1,626,764)	\$ (1,525,398)	\$ (1,473,642)	\$ (1,470,955)
Projected Retained Earnings	\$ 4,126,099	\$ 3,656,645	\$ 2,494,646	\$ 1,072,971	\$ (140,244)	\$ (1,604,241)	\$ (3,231,005)	\$ (4,756,403)	\$ (6,230,045)	\$ (7,701,000)	\$ (9,171,955)
RE as % of Budget	47.2%	43.7%	29.7%	11.9%	-1.5%	-17.7%	-34.7%	-50.2%	-66.5%	-82.6%	-98.4%

Retained Earnings Projections - Baseline Scenario



# Water Rate Option 1 – 3.0% in FY 2025

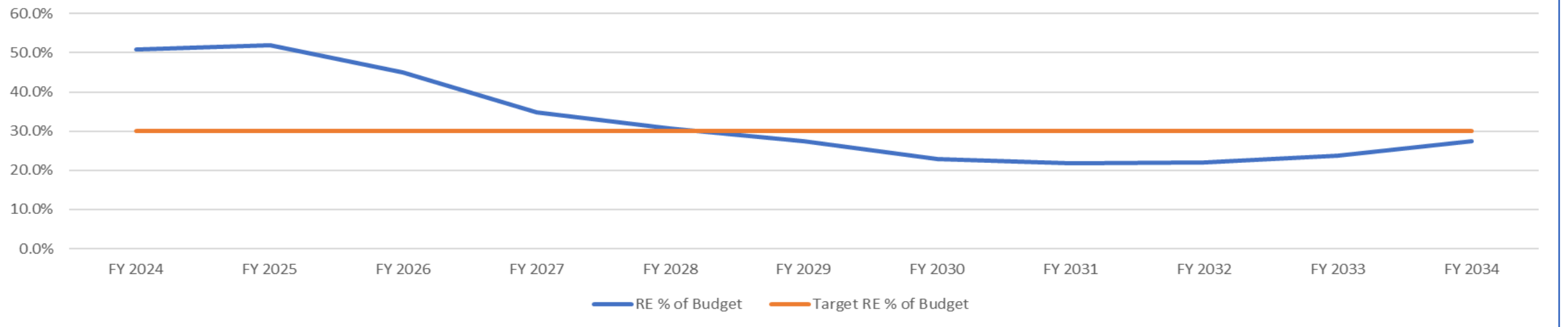
- Projected results for future years, with additional revenue from rate changes

Rate Changes:	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
		3.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

Rate Impact	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (901,466)	\$ (287,145)	\$ (106,317)	\$ (551,316)	\$ (650,046)	\$ (277,419)	\$ (360,753)	\$ (352,722)	\$ (77,142)	\$ 152,312	\$ 336,252
Projected Retained Earnings	\$ 4,438,954	\$ 4,332,637	\$ 3,781,321	\$ 3,131,275	\$ 2,853,856	\$ 2,493,103	\$ 2,140,381	\$ 2,063,239	\$ 2,063,239	\$ 2,215,551	\$ 2,551,803
RE % of Budget	50.8%	51.8%	45.0%	34.7%	30.8%	27.5%	23.0%	21.8%	22.0%	23.8%	27.4%

Retained Earnings Projections - with Rate Changes



# Water Rate Option 1 – 3.0% in FY 2025 (Cont.)

## User Impact

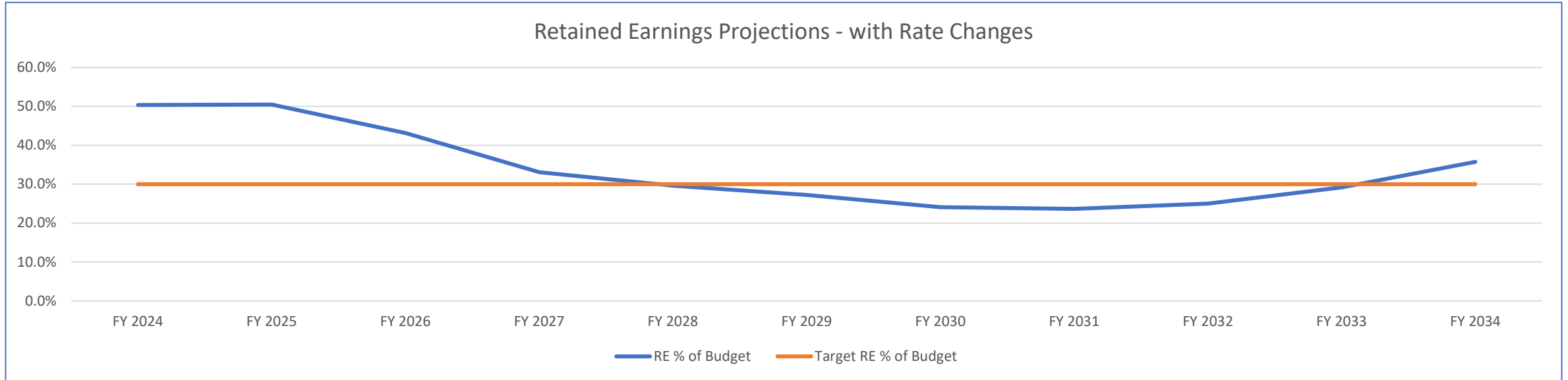
User Impact (per Bill) - Water Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Low-End User	500	\$ 53.75	\$ 55.36	\$ 57.02	\$ 58.16	\$ 59.33	\$ 60.51	\$ 61.72	\$ 62.96	\$ 64.22	\$ 65.50	\$ 66.81
Avg. Residential User (45 gpd)	1,500	\$ 166.00	\$ 170.98	\$ 176.11	\$ 179.63	\$ 183.22	\$ 186.89	\$ 190.63	\$ 194.44	\$ 198.33	\$ 202.29	\$ 206.34
Avg. Residential User (65 gpd)	2,200	\$ 247.90	\$ 255.34	\$ 263.00	\$ 268.26	\$ 273.62	\$ 279.09	\$ 284.68	\$ 290.37	\$ 296.18	\$ 302.10	\$ 308.14
Large Residential User	4,500	\$ 525.50	\$ 541.27	\$ 557.50	\$ 568.65	\$ 580.03	\$ 591.63	\$ 603.46	\$ 615.53	\$ 627.84	\$ 640.40	\$ 653.20
Large Commercial User	10,000	\$ 1,213.00	\$ 1,249.39	\$ 1,286.87	\$ 1,312.61	\$ 1,338.86	\$ 1,365.64	\$ 1,392.95	\$ 1,420.81	\$ 1,449.23	\$ 1,478.21	\$ 1,507.78
Very Large Commercial User	100,000	\$12,463.00	\$12,836.89	\$13,222.00	\$13,486.44	\$13,756.17	\$14,031.29	\$14,311.91	\$14,598.15	\$14,890.12	\$15,187.92	\$15,491.68

- Average Residential User: \$4.98 - \$7.44 increase per bill in FY 2025 (\$19.92 - \$29.76 annually)
- Large Residential User: \$15.77 increase per bill in FY 2025 (\$63.08 annually)

# Water Rate Option 2 – 2.5% in FY 2025

- Projected results for future years, with additional revenue from rate changes

Rate Changes:	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Rate Impact	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (901,466)	\$ (324,328)	\$ (182,729)	\$ (590,190)	\$ (649,655)	\$ (235,977)	\$ (276,412)	\$ (223,574)	\$ 98,788	\$ 377,065	\$ 611,936
Projected Retained Earnin	\$4,401,771	\$4,219,042	\$3,628,852	\$2,979,197	\$2,743,220	\$2,466,808	\$2,243,234	\$2,243,234	\$2,342,022	\$2,719,087	\$3,331,023
RE % of Budget	50.4%	50.5%	43.2%	33.1%	29.6%	27.2%	24.1%	23.7%	25.0%	29.2%	35.7%



# Water Rate Option 2 – 2.5% in FY 2025 (Cont.)

## User Impact

User Impact (per Bill) - Water Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Low-End User	500	\$ 53.75	\$ 55.09	\$ 56.47	\$ 57.88	\$ 59.33	\$ 60.81	\$ 62.33	\$ 63.89	\$ 65.49	\$ 67.13	\$ 68.80
Avg. Residential User (45 gpd)	1,500	\$ 166.00	\$ 170.15	\$ 174.40	\$ 178.76	\$ 183.23	\$ 187.81	\$ 192.51	\$ 197.32	\$ 202.25	\$ 207.31	\$ 212.49
Avg. Residential User (65 gpd)	2,200	\$ 247.90	\$ 254.10	\$ 260.45	\$ 266.96	\$ 273.64	\$ 280.48	\$ 287.49	\$ 294.68	\$ 302.04	\$ 309.59	\$ 317.33
Large Residential User	4,500	\$ 525.50	\$ 538.64	\$ 552.10	\$ 565.91	\$ 580.05	\$ 594.56	\$ 609.42	\$ 624.65	\$ 640.27	\$ 656.28	\$ 672.68
Large Commercial User	10,000	\$ 1,213.00	\$ 1,243.33	\$ 1,274.41	\$ 1,306.27	\$ 1,338.93	\$ 1,372.40	\$ 1,406.71	\$ 1,441.88	\$ 1,477.92	\$ 1,514.87	\$ 1,552.74
Very Large Commercial User	100,000	\$ 12,463.00	\$ 12,774.58	\$ 13,093.94	\$ 13,421.29	\$ 13,756.82	\$ 14,100.74	\$ 14,453.26	\$ 14,814.59	\$ 15,184.96	\$ 15,564.58	\$ 15,953.69

- Average Residential User: \$4.15 - \$6.20 increase per bill in FY 2025 (\$16.60 - \$24.80 annually)
- Large Residential User: \$13.14 increase per bill in FY 2025 (\$52.56 annually)



# Recent History - Sewer

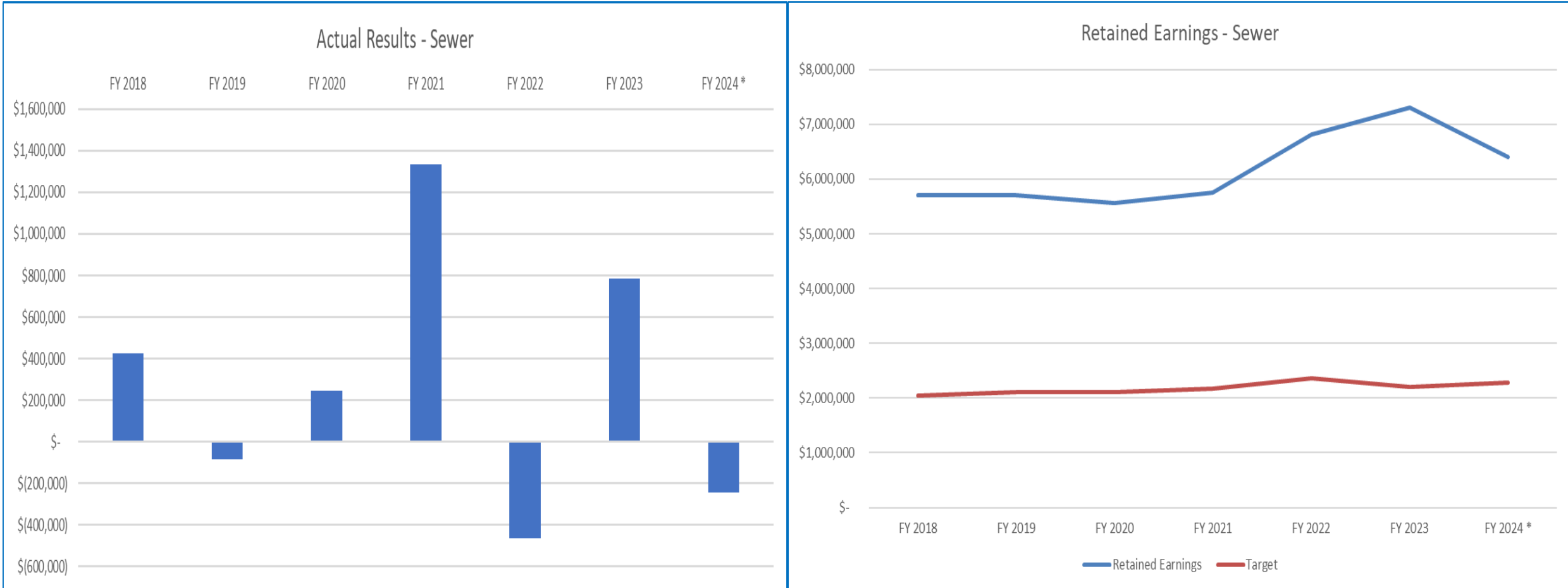
- The Town implemented a four-tier rate structure for FY 2024.
  - Flat Rate for all usage prior
  - Multi-unit accounts are charged as one unit currently.
- Healthy retained earnings balance of \$7.3 million (99.1% of fund expenses)
- The Town typically balances the budget using retained earnings to ensure rate stabilization.
- The Town typically funds some capital improvements as part of the operating budget to avoid additional costs incurred from borrowings.

# Recent Results - Sewer

Actual results compares fund revenues and expenses in graph to left; Graph up from \$0 is surplus, down is deficit

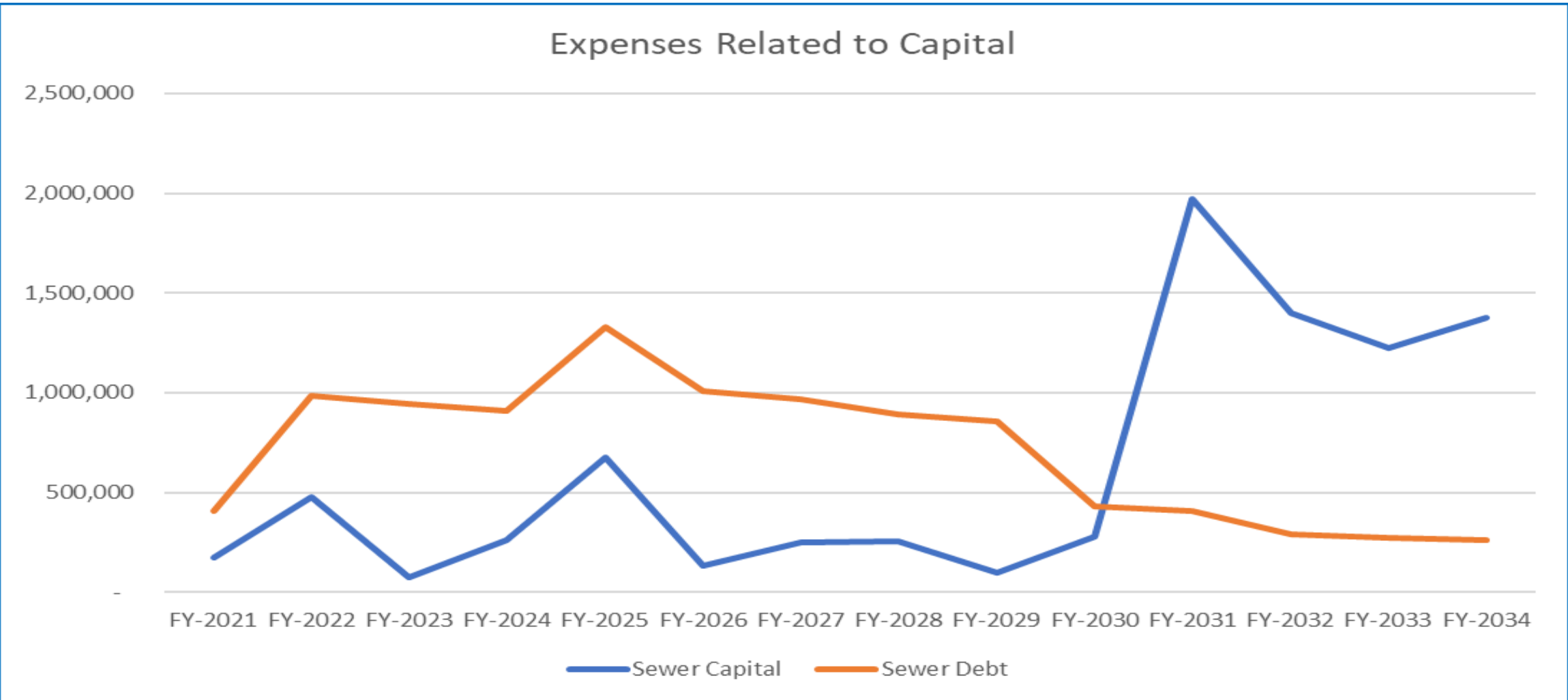
Recent retained earnings certification amounts compared to targeted 30% in graph to the right

\* FY 2024 is projected



# Capital Investment - Sewer

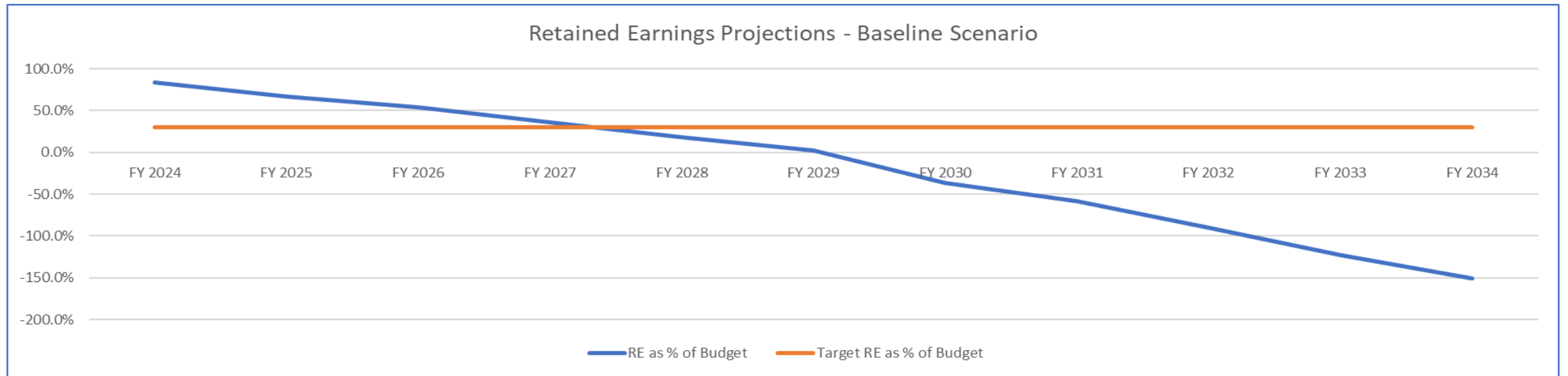
Actual and projected expenses related to capital  
Orange line is debt and blue line is capital outlay



# Baseline Scenario - Sewer

- Projected results for future years, assuming no revenue changes

Baseline	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (242,002)	\$ (1,146,402)	\$ (894,883)	\$ (1,208,455)	\$ (1,382,383)	\$ (1,447,839)	\$ (1,464,908)	\$ (3,408,704)	\$ (2,998,830)	\$ (3,103,074)	\$ (3,542,157)
Projected Retained Earnings	\$ 6,408,558	\$ 5,667,273	\$ 4,458,818	\$ 3,076,435	\$ 1,628,596	\$ 163,688	\$ (3,245,016)	\$ (6,243,846)	\$ (9,346,920)	\$ (12,889,077)	\$ (16,431,234)
RE as % of Budget	84.2%	66.4%	53.9%	35.8%	18.6%	1.9%	-36.7%	-57.9%	-90.0%	-122.9%	-150.4%



# Sewer Rate Option 1 – 4.0% in FY 2025

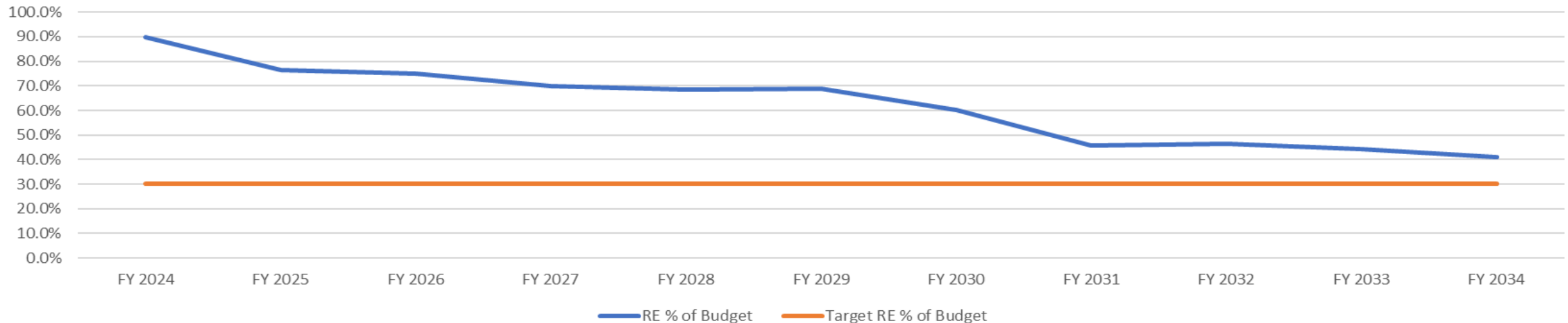
- Projected results for future years, with additional revenue from rate changes

Rate Changes:	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
		4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%

Rate Impact	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (242,002)	\$ (864,231)	\$ (319,254)	\$ (327,629)	\$ (184,153)	\$ 80,491	\$ 406,727	\$ (1,180,033)	\$ (398,841)	\$ (116,914)	\$ (154,380)
Projected Retained Earnings	\$ 6,844,327	\$ 6,525,073	\$ 6,197,444	\$ 6,013,291	\$ 6,013,291	\$ 6,093,782	\$ 5,320,476	\$ 4,921,635	\$ 4,804,721	\$ 4,650,341	\$ 4,495,961
RE % of Budget	89.9%	76.5%	74.9%	70.0%	68.6%	69.0%	60.1%	45.6%	46.3%	44.3%	41.1%

Retained Earnings Projections - with Rate Changes



# Sewer Rate Option 1 – 4.0% in FY 2025 (Cont.)

## User Impact

User Impact (per Bill) - Sewer Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Low-End User	500	\$ 51.00	\$ 53.04	\$ 55.16	\$ 57.37	\$ 59.66	\$ 62.05	\$ 64.53	\$ 67.11	\$ 69.80	\$ 72.59	\$ 75.49
Avg. Residential User (45 gpd)	1,500	\$ 157.75	\$ 164.06	\$ 170.62	\$ 177.45	\$ 184.55	\$ 191.93	\$ 199.60	\$ 207.59	\$ 215.89	\$ 224.53	\$ 233.51
Avg. Residential User (65 gpd)	2,200	\$ 235.80	\$ 245.23	\$ 255.04	\$ 265.24	\$ 275.85	\$ 286.89	\$ 298.36	\$ 310.30	\$ 322.71	\$ 335.62	\$ 349.04
Large Residential User	4,500	\$ 501.75	\$ 521.82	\$ 542.69	\$ 564.40	\$ 586.98	\$ 610.46	\$ 634.87	\$ 660.27	\$ 686.68	\$ 714.15	\$ 742.71
Large Commercial User	10,000	\$ 1,161.75	\$ 1,208.22	\$ 1,256.55	\$ 1,306.81	\$ 1,359.08	\$ 1,413.45	\$ 1,469.98	\$ 1,528.78	\$ 1,589.94	\$ 1,653.53	\$ 1,719.67
Very Large Commercial User	100,000	\$ 11,961.75	\$12,440.22	\$12,937.83	\$13,455.34	\$13,993.56	\$14,553.30	\$ 15,135.43	\$15,740.85	\$16,370.48	\$17,025.30	\$17,706.31

- Average Residential User: \$6.31 - \$9.43 increase per bill in FY 2025 (\$25.24 - \$37.72 annually)
- Large Residential User: \$20.07 increase per bill in FY 2025 (\$80.28 annually)

# Sewer Rate Option 2 – 3.0% in FY 2025

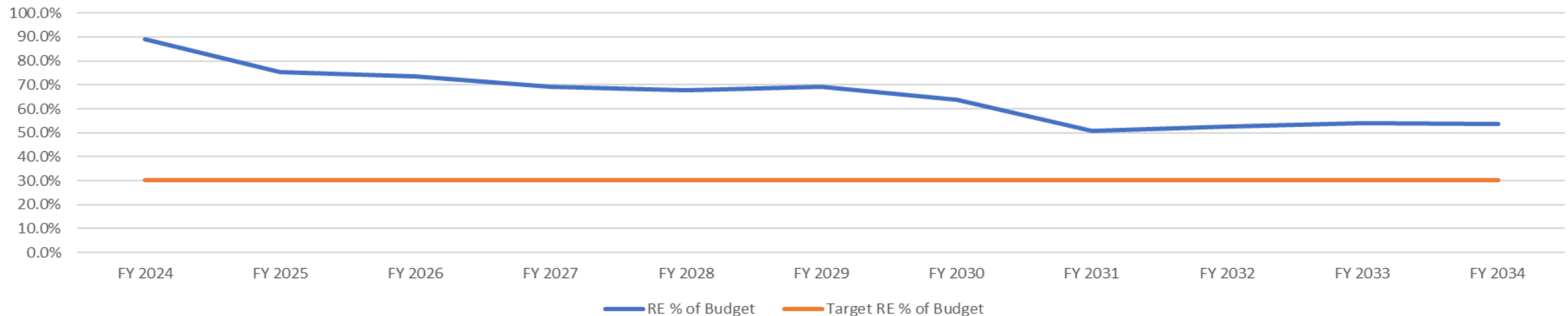
- Projected results for future years, with additional revenue from rate changes

Rate Changes:	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
		3.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%

Rate Impact	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Surplus/Deficit	\$ (242,002)	\$ (934,774)	\$ (356,289)	\$ (328,181)	\$ (145,054)	\$ 162,611	\$ 535,456	\$ (1,000,881)	\$ (165,213)	\$ 175,499	\$ 201,394
Projected Retained Earnings	\$ 6,773,784	\$ 6,417,495	\$ 6,089,314	\$ 5,944,260	\$ 5,944,260	\$ 6,106,871	\$ 5,641,446	\$ 5,476,233	\$ 5,476,233	\$ 5,651,732	\$ 5,853,126
RE % of Budget	88.9%	75.2%	73.6%	69.2%	67.8%	69.1%	63.8%	50.7%	52.7%	53.9%	53.6%

Retained Earnings Projections - with Rate Changes



# Sewer Rate Option 2 – 3.0% in FY 2025 (Cont.)

## User Impact

User Impact (per Bill) - Sewer Bills Only			New Bills									
User Type	Usage	Current Bill	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Low-End User	500	\$ 51.00	\$ 52.53	\$ 54.89	\$ 57.36	\$ 59.95	\$ 62.64	\$ 65.46	\$ 68.41	\$ 71.49	\$ 74.70	\$ 78.06
Avg. Residential User (45 gpd)	1,500	\$ 157.75	\$ 162.48	\$ 169.79	\$ 177.43	\$ 185.42	\$ 193.76	\$ 202.48	\$ 211.59	\$ 221.12	\$ 231.07	\$ 241.46
Avg. Residential User (65 gpd)	2,200	\$ 235.80	\$ 242.87	\$ 253.80	\$ 265.22	\$ 277.16	\$ 289.63	\$ 302.67	\$ 316.29	\$ 330.52	\$ 345.39	\$ 360.93
Large Residential User	4,500	\$ 501.75	\$ 516.80	\$ 540.06	\$ 564.36	\$ 589.76	\$ 616.30	\$ 644.03	\$ 673.01	\$ 703.30	\$ 734.95	\$ 768.02
Large Commercial User	10,000	\$ 1,161.75	\$ 1,196.60	\$ 1,250.45	\$ 1,306.72	\$ 1,365.52	\$ 1,426.97	\$ 1,491.18	\$ 1,558.29	\$ 1,628.41	\$ 1,701.69	\$ 1,778.27
Very Large Commercial User	100,000	\$ 11,961.75	\$12,320.60	\$12,875.03	\$13,454.41	\$14,059.85	\$14,692.55	\$ 15,353.71	\$16,044.63	\$16,766.64	\$17,521.14	\$18,309.59

- Average Residential User: \$4.73 - \$7.07 increase per bill in FY 2025 (\$18.92 - \$28.28 annually)
- Large Residential User: \$15.05 increase per bill in FY 2025 (\$60.20 annually)



# Multi-Unit Analysis

- An analysis of 54 multi-unit accounts was conducted, based on FY 2024 rates.
  - Total consumption = 5,498,100 cubic feet
- Current breakdown of usage by tier:
  - Tier 1 – 214,000 cubic feet (3.9%)
  - Tier 2 – 319,000 cubic feet (5.8%)
  - Tier 3 – 313,600 cubic feet (5.7%)
  - Tier 4 – 4,651,500 cubic feet (84.6%)
- Breakdown of usage by tier, if billed as individual units:
  - Tier 1 – 4,817,100 cubic feet (87.6%)
  - Tier 2 – 624,400 cubic feet (11.4%)
  - Tier 3 – 56,600 cubic feet (1.0%)
  - Tier 4 – 0 cubic feet (0.0%)

# Multi-Unit Analysis (Cont.)

- Rates per tier:
  - Tier 1 - \$10.75
  - Tier 2 - \$11.70
  - Tier 3 - \$12.00
  - Tier 4 - \$12.50
- Despite large usage differences in usage by tier, since rates in the four tiers are not drastically different (only \$1.75 between Tiers 1 and 4), the financial impact of billing by individual unit is not large:
  - Water – Savings of \$81,712 total for all 54 accounts annually
  - Sewer – Savings of \$84,167 total for all 54 accounts annually
- One Example (The Postmark):
  - Water – Savings of \$2,038 annually
  - Sewer – Savings of \$2,095 annually

Thank You!

Questions/Comments?

**LATHAM LAW OFFICES LLC**  
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READING, MA 01867

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\* ADMITTED TO PRACTICE IN  
MASSACHUSETTS AND NEW HAMPSHIRE

February 28, 2024

Martha Moore, Chair  
Conservation Commission  
Reading Town Hall  
16 Lowell Street  
Reading, MA 01867

RE: Conservation Restriction  
Lot 4, Grove Street, Reading, Massachusetts

Dear Chair Moore:

This firm represents LGG LLC, owner of Lot 4 located off Grove Street, which property was acquired from Meadow Brook Golf Club in 2021. In 2023 we appeared before the Commission to discuss the Commission accepting a Conservation Restriction over a portion of Lot 4.

Herewith please find my client's signed Conservation Restriction for the above-captioned property, as originally discussed with the Commission in 2022. The enclosed Conservation Restriction was reviewed and finalized with Town Counsel, the Division of Fisheries and Wildlife and Executive Office of Energy and Environmental Affairs.

We respectfully request the Commission schedule time during its next available meeting to review and accept the Conservation Restriction, in accordance with G.L.c. 184, §§ 31 and 32. Thank you.

Respectfully,

  
Joshua Latham

cc: Matt Kraunelis, Town Manager

Draft: January 10, 2023

Grantor: LGG LLC, a Massachusetts limited liability company

Grantee: Town of Reading Conservation Commission

Property Address: Lot 4 on Grove Street, Reading, Massachusetts 01867

Grantor's Title: Book 79391 Page 522 in Middlesex County Registry of Deeds.

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## CONSERVATION RESTRICTION

**LLG LLC**, a Massachusetts limited liability company with principal office address of 325B North Main Street, Middleton, Essex County, Massachusetts, being the sole owner, for my successors and assigns holding any interest in the Premises as hereinafter defined (the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the **Town of Reading**, acting by and through its **Conservation Commission** by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, with an address of 16 Lowell Street, Reading, Middlesex County, Massachusetts, their permitted successors and assigns ("Grantee"), for consideration paid, and in full consideration, of TEN DOLLARS (\$10.00), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located off Grove Street in the Town of Reading, Massachusetts, containing 14,929 square feet, more or less, more particularly described in Exhibit A (the "Premises"), said Premises being shown as a portion of Lot 4 and marked as "Conservation Restriction Easement Area" on a plan entitled "Proposed Plot Plan in Reading, MA Showing Development of 4 Lots at #0 Grove Street" dated February 17, 2022, revised through October 11, 2022, prepared by Williams & Sparages, 189 North Main Street, Suite 101, Middleton, Massachusetts 01949, and recorded in the Southern Middlesex County District Registry of Deeds (the "Registry") at Plan Book 2023 as Plan 28 (the "Plan"), a reduced copy of which is attached hereto as Exhibit B. The Grantor and the Grantee, their successors and assigns, are bound by and subject to the terms and conditions of this Conservation Restriction.

### I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of the Conservation Restriction is to assure that the Premises will be retained in perpetuity substantially in its natural, scenic, and vegetated condition as set forth herein and to prevent any use of the Premises that will impair or interfere with the Conservation Values of the Premises. This Conservation Restriction supersedes the Declaration of Restriction recorded on the Premises in the Registry at Book 81178, Page 332. The conservation of the Premises will yield a significant public benefit for the following reasons:

The conservation values include:

- a. Open Space Preservation. The Premises abuts land owned in fee by the Grantee and intended to be used as a public access point to the Town Forest.
- b. Wildlife Habitat. The Premises contains a wide variety of plant and animal species threatened by development in the Town of Reading. The Premises serves as habitat for a multitude of wildlife and contains several different species of plant and flowers. Notably,

the Blue-spotted Salamander (*Ambystoma laterale*), a species of Special Concern under the *Massachusetts Endangered Species Act* ("MESA"), has been found on the Premises.

- c. Nearby Natural Areas: The Premises are in close proximity to other natural areas that provide upland forest and wetland habitat for native wildlife and plant species and communities, including many species of native plants, lichens, mammals, birds, reptiles, amphibians, and invertebrates. The preservation of the forest resources on the Premises will help protect these habitats.
- d. Public Access. Public access to the Premises will be allowed for passive recreation. The Grantor is also permitting the Grantee to construct and maintain a trail network on the Premises.
- e. Massachusetts Endangered Species Act ("MESA"): The protection of the Premises is consistent with the determination issued pursuant to the MESA by the Massachusetts Division of Fisheries & Wildlife, acting through the Natural Heritage & Endangered Species Program (the "Division"), on November 30, 2022, relative to the Project proposed by Grantor on lands shown on the Plan (the "Determination"). A copy of the Determination is attached hereto and incorporated herein as Exhibit C.
- f. Baseline Documentation Report and Survey (BDRS): These Conservation Values are described in more detail in the Baseline Documentation Report and Survey ("BDRS"), copies of which are to be kept on file at the office of the Grantee and incorporated herein by this reference. Grantor and Grantee agree that the purpose of the BDRS, which consists of maps, narratives, survey plans and aerial and ground photographs that portray the condition of the Premises at the time of the creation of the BDRS and immediately prior to recording of this Conservation Restriction, is to provide a baseline from which future changes to the Premises, whether natural or human-caused, can be measured including to objectively and accurately document natural or other uses, physical features, improvements, and trails and as they relate to the prohibited and permitted uses of the Premises. Notwithstanding, in the event that the BDRS is unavailable, or is determined to be inadequate for resolving any issue that may arise after the granting of this Conservation Restriction, other evidence may be used to show the condition of the Premises at either the time of the grant or some subsequent point in time

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor and the Grantee voluntarily agree that the Conservation Restriction described herein is an appropriate means to ensure compliance with the Determination issued pursuant to MESA and achieve the community's open space goals and objectives, all of which thereby represent significant public benefits.

## II. DEFINITIONS:

- a. Conservation Values: shall mean, without limiting the generality of the terms, those conservation attributes set forth above in Paragraph I and as further described in the BDRS.
- b. Hazardous Material: shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a pollutant, dangerous substance, toxic substance,

hazardous waste, hazardous material, hazardous substance or contaminant under any environmental law, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is now or hereafter regulated under any environmental law.

- c. Pervious: shall mean built of materials consisting of unconsolidated minerals such as sand, dirt or gravel, or natural materials such as wood chips or grass.
- d. Structure: (whether or not said term is capitalized) shall mean anything constructed or erected which requires permanent or temporary location on, in, over or under the ground or permanent or temporary attachment to something which is erected or placed on the ground and designed, intended or arranged for the housing, shelter, enclosure and/or structural support of persons, animals or property of any kind, including but not limited to houses, mobile homes, tents, barns, sheds, greenhouses, treehouses, and other buildings of any kind; silos and cribs; swimming pools; playing courts; outdoor riding rings; fences; pads; patios and decks; docks; bridges; roads; driveways and parking areas (whether surfaced with macadam, brick, paving stones, gravel, clay or other material); artificially surfaced walkways; solar panels; satellite dishes and antennae; signs and billboards; storage tanks; windmills and wind turbines; and water, sewer, power, fuel, gas and communication lines, other utility systems and related facilities.
- e. Passive Recreation: activities that are non-consumptive uses of resources and do not require prepared facilities like sports fields and pavilions. Passive recreation activities place minimal stress on the site's resources and are compatible with the Conservation Values. Examples include hiking, wildlife viewing, observing and photographing nature, picnicking, walking, bird watching, running/jogging, star gazing, and fishing within the Premises. Passive recreation expressly excludes hunting, mountain bikes, use of motorized vehicles, and horse-back riding, unless specified herein.

### **III. PROHIBITED USES & RESERVED RIGHTS:**

- a. Prohibited Uses: Except as to reserved rights set forth in Paragraph III.b. below, the Grantor shall not perform or permit others to perform the following acts or uses, which are prohibited, in, on, above or below the Premises:
  - i. Constructing, placing, or allowing to remain any Structure;
  - ii. Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
  - iii. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree or other vegetation cutting, waste or Hazardous Material or other substance or material whatsoever, whether or not generated on the Premises, or the installation of underground storage tanks;

- iv. Removing, cutting, pruning or destroying vegetation (native or non-native), including, but not limited to trees or plants, understory, grasses and ground covers, except as allowed in writing by the Grantee and Division to remove hazards to users;
- v. Applying or using fertilizers, fungicides, herbicides or pesticides in any quantity;
- vi. Planting, releasing, cultivating, maintaining, or engaging in any other activity that would introduce plant or animal species that pose a substantial risk of being invasive or are otherwise detrimental to the native plant and animal community, as determined by the Division. A list of plant species deemed to be invasive, as of the time of this grant, is provided in the Massachusetts Prohibited Plant List, which is updated and maintained by the Massachusetts Department of Agricultural Resources;
- vii. Activities detrimental to drainage, flood control, erosion control, water or soil conservation, archaeological resources or the quality of ground water and wetlands;
- viii. Any commercial recreation, other business or industrial use;
- ix. Using the Premises for any residential, commercial, or industrial purposes:
  - x. Animal penning or grazing; holding horses, pets, livestock, or domestic animals within a paddock; horseback riding, causing or permitting any domestic or livestock to be unattended or to roam or be at large; and the storing or dumping manure or other animal wastes; any agricultural use;
  - xi. Using, parking or storing motorized vehicles, including, but not limited to, trucks, trail bikes, motorized or non-motorized, all-terrain vehicles, dune buggies, boats, trailers, and snowmobiles, except as necessary by the police, fire fighters or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs or scooters used by physically challenged parties;
  - xii. Disrupting, removing, destroying any stone walls, historical stone monuments, or granite fences or posts;
  - xiii. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety as a portion of Lot 4, which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel except to meet zoning standards for development and use of the non-restricted portion of Lot 4 as allowed by the Plan and the Determination;
- xiv. Damaging, disturbing, or removing, any part or portion of the Premises or any resource, real, natural, personal, cultural or historic, except through fishing or trapping where permitted and carried out in accordance with regulations issued by the Division of Fisheries and Wildlife subject to Chapters 130 and 131 of the Massachusetts General Laws and 321 CMR, or other written authorization from the Division of Fisheries and Wildlife; and



- xv. Any other use or activity which is inconsistent or interferes with, or that would materially impair the purposes or Conservation Values of this Conservation Restriction.
- b. Reserved Rights in the Premises: The Grantor reserves the right to conduct or permit the following activities provided they do not materially impair the Conservation Values or Purposes of this Conservation Restriction:
- i. The right to install temporary or permanent boundary monuments;
  - ii. The right to erect, maintain, and replace small signs and kiosks that provide information on the location of trails, the Permitted Acts and Uses, the Purposes of the Conservation Restriction, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, and boundary and trail markings, provided, however, that such signage is consistent with the purposes of this Conservation Restriction and does not identify the location or existence of any specific state-listed species on the Premises;
  - iii. The right to conduct non-commercial, passive recreational uses of the Premises, such as nature study, birding, wildlife observation, walking on existing trails, and similar passive recreation activities, provided such uses do not alter the topography or environmental qualities of the Premises;
  - iv. With prior written permission of the Grantee and Division, the right to remove or control hazardous trees located within (a) (10) ten feet of an existing trail or (b) (30) thirty feet from the boundary of the Premises, poison ivy, oriental bittersweet, other invasive or exotic species, insect infestations, diseases, and other types of pests by non-chemical methods and in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
  - v. With prior written permission of the Grantee and Division, the right to restore, maintain, enhance or otherwise manage biotic communities or habitats for native or rare species that include, but are not limited to selective planting of native species, pulling, or cutting, application of non-chemical products or, with Grantee's and the Division's prior approval, application of "minimum risk 25b products". Where the Determination requires habitat restoration, maintenance or enhancement of rare species habitat, no written permission shall be required from the Grantee. All habitat restoration, maintenance or enhancement of rare species habitat shall be done in accordance with the written permission of the Division, or applicable requirements of the Determination;
  - vi. The right to maintain and construct trails as follows:
    - a. Trail Maintenance. Conducting routine marking, mowing, clearing and maintenance of trails;

- b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails no wider than five (5) feet.
  - c. Trail Features. With prior written approval of the Grantee, constructing boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
- vii. All actions and activities required or authorized by the Division's Determination, as the Determination may be subsequently amended; and
- viii. Any work undertaken in conjunction with the reserved rights mentioned above in Paragraph III.b. shall seek to minimize disturbance to the Premises. Upon completion of any site work performed in conjunction with Paragraph III.b., any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work.
- ix. Archaeological investigations and activities, including without limitation surveys, excavation, and artifact retrieval conducted under the direction of a qualified organization or person, following submission of an archaeological field investigation plan and written approval thereof by (a) the Commonwealth and (b) the State Archaeologist of the Massachusetts Historical Commission, and in accordance with Massachusetts 950 CMR 70.00 with approval of the Grantee in consultation with Division; and (c) the Division in accordance with the requirements of MESA.
- x. The exercise of any right reserved by the Grantor under Paragraph III.b. shall be in compliance with the then-current General and Zoning Bylaws of the Town of Reading, and all other applicable federal, state, county and local laws, bylaws, rules and regulations, including, but not limited to Massachusetts Historic Commission regulations and local wetland conservation commission bylaws and regulations. The inclusion of any reserved right in Paragraph III.b. requiring a permit from a public agency does not imply that the Grantee or the Division takes any position on whether such permit should be issued.

**IV. ADDITIONAL PROVISIONS:**

a. Notice and approval:

Whenever notice to or approval by Grantee or Division is required, Grantor shall notify Grantee or Division, as applicable, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, MESA Tracking Number, the Determination and/or CMP Number, if applicable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee or Division, as applicable, to make an informed judgment as to its consistency with the purposes of this Conservation Restriction and the Determination. Where Grantee's or Division's approval is required, Grantee or Division, as applicable, shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. The Grantee or Division may require the submittal of additional information necessary to evaluate the proposed activity. Grantee's or

Division's approval, as applicable, shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee or Division to respond in writing within 60 days shall be deemed to constitute approval by Grantee or Division, as applicable, of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, is not in violation of any local, state or federal law, including but not limited to MESA and the Determination, and the activity will not materially impair the Conservation Values or Purposes of this Conservation Restriction.

b. Legal remedies of the grantee:

i. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive, compensatory, and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor and Division in writing of the violation. The Grantor shall have sixty (60) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for sixty (60) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. If the Grantor fails to immediately cease the violation, the Grantee may exercise all rights granted herein, including, but not limited to, the right to obtain injunctive relief. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

Grantor covenants and agrees to reimburse the Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

The Conservation Restriction shall also be enforceable by the Commonwealth of Massachusetts acting through the Division; and does not limit in any manner the Division's authorities or duties under Chapter 131 and 131A of the Massachusetts General Laws, et. seq. or the implementing regulations for such statutory provisions.

ii. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

iii. Disclaimer of Liability.

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

iv. Acts Beyond the Grantor's Control.

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

c. Access:

- i. Public Access. Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.b.iii. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.b.iii. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

ii. Grantee Access.

1. *Monitoring/Enforcement.* The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with this Conservation Restriction; provided, however, the Grantee may enter the Premises without providing such notice if the Grantee reasonably believes that a violation is ongoing. The Grantor also grants to the Grantee, after written notice of a purported violation, and failure of the Grantor to cure said violation within sixty (60) days after notice, or any extension thereof agreed to between the parties (unless an ongoing emergency requires immediate action to protect the conservation values of the Premises), the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of the boundary lines.
2. *Construction and Operation of Trail Network.* The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises to construct new trails on the Premises, and perform routine marking, mowing, clearing and maintenance of all trails on the Premises. Any new trail constructed shall comply with Section III.b.vi. Further, the Grantor hereby grants to Grantee the right to enter the Premises to install and maintain signage and kiosks thereon, subject to the requirements of Section III.b.ii. The Grantee shall provide reasonable notice to the Grantor prior to commencing the construction of any new trails or new signs or kiosks. The Grantee shall obtain all permits and approvals, including Division approval, if needed, prior to commencing any work.

d. Extinguishment:

- i. Procedure. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs and the Division. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph IV.d.ii. below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.
- ii. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with

a fair market value that is at least equal to the proportionate value that this Conservation bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

- iii. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph IV.d.ii., after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

e. Assignability:

- i. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.
- ii. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.
- iii. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the assignee is not an owner of the fee in the Property, and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

f. Subsequent Transfers:

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than 20 days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

g. Estoppel Certificates:

Upon request by the Grantor, the Grantee shall, within 60 days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

h. Non Merger:

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

i. Amendment:

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the Massachusetts General Laws. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction and the CMP, shall not affect the perpetual duration of this Conservation Restriction, shall be approved in writing by the Secretary of Energy and Environmental Affairs and Division, and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Southern Middlesex County District Registry of Deeds

j. Effective Date:

This Conservation Restriction shall be effective when the Grantor, the Grantee, and the Division have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in a timely manner in the Southern Middlesex County District Registry of Deeds

k. Notices:

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either be served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: LGG LLC  
325B North Main Street  
Middleton, MA 01949

To Grantee: Town of Reading Conservation Commission  
Town Hall  
16 Lowell Street  
Reading, MA 01867

To Division: Natural Heritage & Endangered Species Program  
Massachusetts Division of Fisheries & Wildlife  
1 Rabbit Hill Road  
Westborough, MA 01581

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

l. General Provisions:

- i. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- ii. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Sections 31-33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- iii. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.



- iv. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

m. Miscellaneous.

- i. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

- ii. Homestead

The Grantor attests that there is no residence on or abutting the Premises (including exclusions) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust. However, Grantor intends to construct a single-family residence on the portion of Lot 4 not encumbered by this Conservation Restriction and which may become the principal residence of future owners.

The Grantor, for itself and its successors and assigns, hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

- iii. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

- iv. Attached hereto and incorporated herein by reference are the following:

SIGNATURE PAGES:

Grantor

Grantee Acceptance

Approval by Select Board or City Council

Approval of the Secretary of Energy and Environmental Affairs

Acknowledgement by the MA Division of Fisheries and Wildlife

EXHIBITS:


Exhibit A: Description of the Premises

Exhibit B: Reduced Copy of Recorded Plan of the Premises

Exhibit C: Determination

WITNESS my hand and seal this 27<sup>th</sup> day of FEBRUARY, 2024.

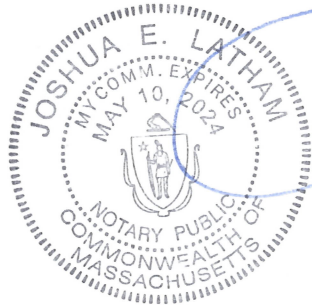

LGG LLC

By:   
Luigi M. Schena, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 27<sup>th</sup> day of FEBRUARY, 2024, before me, the undersigned notary public, personally appeared Luigi M. Schena, Jr. as he is Manager of LGG LLC, and proved to me through satisfactory evidence of identification which was PERSONAL KNOWLEDGE to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

   
Notary Public  
My Commission Expires:

**ACCEPTANCE OF GRANT BY THE TOWN OF READING CONSERVATION COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the Town of Reading, Massachusetts, hereby certify that at a public meeting duly held on March 13, 2024, 2023, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from LGG LLC pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws.

TOWN OF READING CONSERVATION COMMISSION:

Martha E Moore  
Martha Moore, Chair

Brian Bowe  
Brian Bowe, Vice Chair

Andrew Dribin  
Andrew Dribin

Carl Saccone  
Carl Saccone

William McCants  
William McCants

Walter Talbot  
Walter Talbot

Tony Rodalakis  
Tony Rodalakis

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 17 day of April, 2024, before me, the undersigned notary public, personally appeared Martha Moore, and proved to me through satisfactory evidence of identification which was personally known to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Shirley Swadlow  
Notary Public  
My Commission Expires:



**APPROVAL OF SELECT BOARD**

We, the undersigned, being a majority of the Select Board of the Town of Reading, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2023, the Select Board voted to approve the foregoing Conservation Restriction from LGG LLC to the Town of Reading, acting by and through its Conservation Commission, pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

SELECT BOARD:

\_\_\_\_\_  
Mark L. Dockser, Chair

\_\_\_\_\_  
Karen Gately Herrick, Vice Chair

\_\_\_\_\_  
Christopher Haley, Secretary

\_\_\_\_\_  
Carlo Bacci

**COMMONWEALTH OF MASSACHUSETTS**

[Enter County], ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from LLG LLC to the Town of Reading, acting by and through its Conservation Commission, has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Rebecca L. Tepper  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

<b>May 21, 2024</b>		<b>Tuesday</b>	
	<b>Overview of Meeting</b>		<b>7:00</b>
	<b>Public Comment</b>		<b>7:05</b>
	<b>Select Board Liaison and Town Manager Reports</b>		<b>7:15</b>
	<b>Eagle Scouts Certificate of Recognition</b>		<b>7:30</b>
<b>HEARING</b>	<b>Discuss/Vote on FY25 Non-Union Classification &amp; Compensation Schedules</b>	<b>Sean Donahue</b>	<b>7:45</b>
	<b>Killam Building Project Update</b>		<b>8:00</b>
	<b>Discuss and vote on New Liaison Assignments</b>	<b>Board</b>	
	<b>ReCalc Update?</b>		
<b>June 4, 2024</b>		<b>Tuesday</b>	
	<b>Overview of Meeting</b>		
	<b>Public Comment</b>		
	<b>Select Board Liaison and Town Manager Reports</b>		
<b>HEARING</b>	<b>Discuss and Vote FY25 Water &amp; Sewer Rates</b>		
	<b>Traffic Amendment</b>		
	<b>PTTTF Update</b>	<b>PTTTF</b>	
	<b>B/C/C budget vote?</b>		
	<b>Charter Review Committee Update</b>		
<b>June 18, 2024</b>		<b>Tuesday</b>	
	<b>Vote on VASC recommendations for Annual board/committee Appointments</b>		
	<b>Discuss &amp; Vote on Bill Russell Committee (BRACE)</b>		
	<b>Vote to declare Surplus Items: Fire Department Ladder Truck</b>	<b>Chief Burns</b>	
<b>July 16, 2024</b>		<b>Tuesday</b>	
<b>August 20, 2024</b>		<b>Tuesday</b>	
<b>September 10, 2024</b>	<b>STATE PRIMARY</b>		
<b>September 17, 2024</b>		<b>Tuesday</b>	
<b>October 8, 2024</b>		<b>Tuesday</b>	
<b>October 29, 2024</b>		<b>Tuesday</b>	
<b>Hearing</b>	<b>Tax Classification</b>		
<b>November 5, 2024</b>	<b>STATE ELECTION</b>		
<b>November 12, 2024</b>	<b>SUBSEQUENT TOWN MEETING</b>		
<b>November 14, 2024</b>	<b>SUBSEQUENT TOWN MEETING</b>		
<b>November 18, 2024</b>	<b>SUBSEQUENT TOWN MEETING</b>		

<b>November 19, 2024</b>		<b>Tuesday</b>	
<b>November 21, 2024</b>	<b>SUBSEQUENT TOWN MEETING</b>		
<b>December 3, 2024</b>		<b>Tuesday</b>	
	<b>Vote to approve Annual Liquor Licenses</b>		
<b>December 4, 2024</b>		<b>Wednesday</b>	
	<b>Department Budget Presentations</b>		
<b>December 10, 2024</b>		<b>Tuesday</b>	
	<b>Department Budget Presentations</b>		
	<b>Recurring Agenda Items</b>		
	<b>Close Warrant: Annual Town Meeting</b>	<b>March</b>	
	<b>Close Warrant: Subsequent Town Meeting</b>	<b>September</b>	
	<b>Appoint Town Accountant</b>	<b>March</b>	<b>Annual</b>
<b>HEARING</b>	<b>Approve Classification &amp; Compensation</b>	<b>May</b>	<b>Annual</b>
	<b>Appointments of Boards &amp; Committees</b>	<b>May/June</b>	<b>Annual</b>
<b>HEARING</b>	<b>Approve Tax Classification</b>	<b>October</b>	<b>Annual</b>
	<b>Approve Licenses</b>	<b>December</b>	<b>Annual</b>
	<b>Arbor Day Proclamation</b>	<b>April</b>	<b>Annual</b>
	<b>Liaison: RCTV members Report</b>		<b>Annual</b>
	<b>Liaison: CAB (RMLD) member Report</b>		<b>Annual</b>
	<b>Liaison: MAPC member Report</b>		<b>Annual</b>
	<b>Liaison: Reading Housing Authority Report</b>		<b>Annual</b>
	<b>Liaison: Reading Ice Arena Report</b>		<b>Annual</b>
	<b>Town Accountant Report</b>		<b>Qtrly</b>
	<b>Economic Development Director</b>		<b>Semi-ann</b>
	<b>Parking/Traffic/Transportation Task Force (PTTTF)</b>		
	<b>Town Board &amp; Committee visits</b>		
	<b>Town Department visits</b>		
	<b>Review Select Board Goals</b>		
	<b>Review Town Manager Goals</b>		<b>February/March</b>



## Select Board Draft Minutes

April 9, 2024

### Public Comment

Nancy Docktor asked why the board keeps appointing Kevin Sexton, a realtor, to the board of health when she feels there are more qualified candidates. She told the board not to reappoint him because he is only a realtor and the board needs more health professionals on there.

Melissa Murphy noted she hopes the board will discuss tiered water rates soon and have a community session to explain all the tax implications for the upcoming projects.

Laura Stella asked if all the boards and committees can stop overlapping their meetings and only have one meeting per night.

John Arena spoke about the investigation. He feels the voters are owed an answer on what happened.

### Liaison Reports

Haley attended the Pickleball event at Memorial Park and it was a great event. The School Committee met at METCO headquarters in Boston.

Dockser noted the Council on Aging and ReCalc are meeting frequently to discuss the new senior center. They are focusing on three sites and now evaluating those areas. They are starting to speak with Permanent Building Committee. ReCalc will be voting on the criteria tomorrow. They will be having a lot of community meetings to hear neighbors' concerns and thoughts.

Herrick noted the Killam School Building Committee met last night and they will be doing tours of Killam tomorrow night while showing site plans. They will be starting to get some high level cost estimates for the school soon. She thanked everyone involved who put together the rainbow rally event at the last minute; it was a great event.

Bacci echoed Herrick's comments about the rainbow rally event. He was an instructor at the Pickleball fundraiser event at the high school. SWEC is wrapping up their final recommendations.

### Town Manager Report

Kraunelis noted he also attended the rainbow rally on the common and thanked Albert Pless for putting it together. He also attended the Pickleball community day which was another great event. He mentioned there are several job postings on our website.

### Arbor Day Proclamation

**Haley read the proclamation and moved to accept the proclamation as presented. The motion was seconded by Dockser and approved with a 4-0 vote.**

## Community Diversity Equity and Inclusion Assessment Presentation

Community Diversity and Equity Director Albert Pless introduced Iris Bond Gill of Opportunity Consulting.

She then gave the board a presentation that can be found in the Select Board packet on the Town website.

## VASC

Earlier tonight, Bacci and Herrick, the Volunteer Appointment Subcommittee (VASC), met with candidates for the Board of Health and Retirement Board.

Bacci and Herrick agreed on their suggestions for Board of Health.

Herrick noted she would like to see Lannon go on the Retirement Board but Bacci feels they need more information about who is currently on the board and their professional background before deciding. It was noted the whole board seems to consist of public safety personnel and the board agreed to find out more about current members before appointing a new member to this board.

Haley wanted to note that the comments made during public comment about Kevin Sexton, a volunteer, are completely unacceptable.

**Haley moved to appoint Kevin Sexton to a term on the Board of Health beginning immediately and expiring June 30, 2026. The motion was seconded by Herrick and approved with a 4-0 vote.**

**Haley moved to appoint Joan Wetzel to a term on the Board of Health beginning immediately and expiring June 30, 2025. The motion was seconded by Herrick and approved with a 4-0 vote.**

## Investigation into Board Conduct

Town Counsel was present to answer any questions.

Bacci started off by reading a motion he put together with the help of Town Counsel.

Herrick felt the board didn't have the power to do this but Counsel noted this is within the scope of the board, however, the board cannot force people to participate; so if there is anyone who does not want to participate, they don't have to.

Haley also noted if McCarthy refuses to participate then the investigation is over and won't proceed.

Herrick noted McCarthy is not asking for this and hasn't filed a complaint that we are aware of so she is unsure what the scope of this investigation is.

Herrick motioned to table this agenda item. There was no second.

Chris Cridler called a point of order and asked about the criminal aspects of potential residents - how did this protect their rights? Counsel noted that this is not a criminal investigation.

Linda Snow Dockser called a point of order to ask what the scope of the investigation is.

The board worked on the motion and tweaked some of the wording.

**Haley moved to authorize the Town Manager to hire an independent investigator for the following purposes:**

- 1. To investigate the facts and circumstances, including statements made and actions taken, surrounding Jackie McCarthy's decision to resign from the Reading Select Board on February 6, 2024, including statements made and actions taken by Select Board members, other elected and appointed officials, and residents, individually, or as part of a coordinated effort to unduly or inappropriately influence Ms. McCarthy's vote for the new Town Manager;**
- 2. To investigate statements made and action taken by Select Board members, other elected and appointed officials, and residents immediately following the February 6 meeting that relate to her resignation and the Board's response; and**
- 3. To provide a written report to the Select Board within 60 days of the investigator's hiring date, unless an extension is provided by the Town Manager, which report shall include the findings of the investigations conducted under Parts 1 and 2, above, as well as the investigator's opinion on whether Ms. McCarthy was threatened or bullied by any of these individuals in order to unduly or inappropriately influence her vote; and whether the Select Board's Ethics and Protocols were violated;**

**And further that the Town Manager ask the investigator that individuals interviewed attest to the truth and accuracy of any statement given, and, provided further, that if Ms. McCarthy does not elect to participate in the investigation that the investigation shall terminate immediately without any finding of facts or conclusions.**

**The motion was seconded by Dockser.**

Herrick wanted the record to reflect this investigation was not initiated by McCarthy.

**The board voted 3-1 with Herrick opposing.**

The board took a 5-minute recess.

CPA Study Committee Modification

The board wanted to change the make-up of the CPA study committee slightly. They are voting to replace ex-officio member of Affordable Housing Trust Committee with ex-officio member of Reading Housing Authority.

**Haley moved to amend the CPA Study Committee membership to replace a member of the Affordable Housing Trust Fund Committee with a member of the Reading Housing**

**Authority. The motion was seconded by Herrick and approved with a 3-0 vote. Haley did not vote.**

Future Agendas

The board discussed future agenda items.

Minutes

The board discussed prior meeting minutes.

**Haley moved to approve the meeting minutes from February 17, 2024 as amended. The motion was seconded by Dockser and approved with a 4-0 vote.**

**Haley moved to adjourn the meeting at 9:59 PM. The motion was seconded by Herrick and approved with a 4-0 vote.**