



OLD NORTH BRIDGE

TOWN OF CONCORD

TOWN HOUSE - P.O. BOX 535
 CONCORD, MASSACHUSETTS 01742

Select Board Agenda

Tuesday, October 10, 2023 at 6:00 PM

Town House, Select Board Room, 22 Monument Square

Join Zoom Meeting

<https://us02web.zoom.us/j/86577375580?pwd=bGpLbzhkeGRnd01OaWNIS0ZnTmk2dz09>

Meeting ID: 865 7737 5580

Passcode: 982752

Dial In Toll-Free: 833 928 4610

#	Time*	Agenda Item
I.	6:00 PM	Public Comment: Public Comment is limited to up to 20 minutes, with no more than 3 minutes allocated to any one speaker. Public Comment is limited to items that are not on the agenda.
II.	6:20 PM	<p>Consent Agenda</p> <ul style="list-style-type: none"> a. Meeting Minutes: September 18, 2023 b. One Day Liquor Licenses: <ul style="list-style-type: none"> i. Wines & Malt Beverages Only for the Concord-Carlisle Community Chest for the Chip in for Neighbors Golf Tournament to be held at Concord Country Club, 246 ORNAC on Monday, October 16, 2023 from 12:30 PM to 6:30 PM ii. Wines & Malt Beverages for the Nature Connection for the Nature Connection's 40th Anniversary to be held at the Concord Scout House, 74 Walden Street on Thursday, October 26, 2023 from 5:30 PM to 9:30 PM iii. Wines & Malt Beverages Only for the Concord Education Fund for the Concord Education Fund Fundraising Gala to be held at the Concord Scout House, 74 Walden Street on Saturday, November 4, 2023 from 7:00 PM to 11:00 PM iv. Wines & Malt Beverages Only for the First Parish Church for a Private Event to be held at the First Parish Church, 22 Lexington Road on Saturday, November 4, 2023 from 5:00 PM to 9:00 PM v. All Alcoholic Beverages for the Concord Museum for the Fete Cocktail Party to be held at the Concord Museum, 53 Cambridge Turnpike on Friday, December 1, 2023 from 6:30 PM to 8:30 PM c. Gift Acceptances: <ul style="list-style-type: none"> i. Gift of a Brush Mower valued at \$500.00 from Gaining Ground to

		<ul style="list-style-type: none"> the Natural Resources Division ii. Gift of Cedar Shingles valued at \$509.73 from Jane Prentiss to the Natural Resources Commission d. Town Accountant Warrant: September 28, 2023 e. Committee Nominations: <ul style="list-style-type: none"> i. Dr. Anna Feldweg of 343 Commonwealth Avenue to the West Concord Advisory Committee for a term to expire May 31, 2026 ii. Tiffany Apczynskiof 61 Garfield Road to the Economic Vitality Committee for a term to expire May 31, 2026 iii. John Flaherty of 156 Upland Road to the Financial Audit Advisory Committee as a Citizen At-Large member for a term to expire May 31, 2025 iv. Amy Hoey of 217 Central Street to the Pollinator Health Advisory Committee for an unexpired term to expire on May 31, 2024
III.	6:20 PM	<p>Appointments:</p> <ul style="list-style-type: none"> a. Town Manager Appointment with Select Board Approval <ul style="list-style-type: none"> i. Appointment of Treasurer-Collector b. Committee Appointments named by the Chair: <ul style="list-style-type: none"> i. Mark Howell of the Select Board to the Financial Audit Advisory Committee for the retroactive term of June 1, 2023 to May 31, 2024 ii. Court Booth of the School Committee to the Financial Audit Advisory Committee for the retroactive term of June 1, 2023 to May 31, 2024 iii. Bianca Taylor of the Municipal Light Board to the Financial Audit Advisory Committee for the retroactive term of June 8, 2023 to May 31, 2024
IV.	6:25 PM	Town Manager's Report
V.	6:35 PM	Chair's Report
VI.	6:45 PM	Select Board Liaison Reports
VII.	7:00 PM	<p>Public Hearing for an All-Alcohol On-Premise Liquor License and Common Victualler License for Bandoleros to be located at 195 Sudbury Road</p> <p>Presenter: Attorney Andrew Sprow and Elmer Melendez of Melendez Magana Incorporated</p>
VIII.	7:20 PM	<p>Public Hearing for Grant of Location Requests for Comcast:</p> <ul style="list-style-type: none"> - 495 Monument Street - 92-100 Commonwealth Avenue <p>Presenter: Cathy Maloney, Senior Manager of Government & Regulatory Affairs, Comcast</p>
IX.	7:40 PM	<p>Update on the Sister City Arrangement and Review and Approve Sister City Agreement with Nanae, Japan</p> <p>Presenter: Michael Lawson</p>

X.	7:50 PM	Discuss Options to Enter a Development Agreement with NOVO Riverside Commons
XI.	8:05 PM	Communications and Documents of Interest for Information but Not Discussion
XII.	8:05 PM	Adjournment

**Times are approximate and subject to change*

Upcoming Meetings:		
Monday, October 23, 2023	Monday, November 6, 2023	Monday, November 20, 2023



The Town of Concord endeavors to make public meetings accessible to all members of the community. To request a meeting accommodation or modification, please contact our ADA Coordinator Megan Zammuto, mzammuto@concordma.gov or 978-318-3006. Please make any requests for accommodation or modifications at least two (2) business days prior to the scheduled meeting.

**Town of Concord
Select Board
Minutes
September 18, 2023**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting both in-person at 22 Monument Square on the 2nd floor in the Select Board Room and via Zoom at 6:00 PM on September 18, 2023.

Present were: Henry Dane, Chair; Mary Hartman, Clerk; Linda Escobedo (via Zoom), and Mark Howell

* All votes taken reflect a Roll Call vote due to the members attending in hybrid format

Call to Order

Select Board Chair Henry Dane called the meeting to order at 6:00 PM.

Ms. Hartman confirmed that the members present were Chair Dane, Mr. Howell, and Ms. Escobedo via Zoom.

Public Comment

Emily Wheeler of 34 Everett Street appeared before the Select Board to comment on the Concord-Carlisle League of Women's Voters fall event on Wednesday, September 27, 2023 from 1:00 PM to 3:00 PM at the Concord Free Public Library on the role of modern policing in which the Concord and Carlisle Police Chiefs will be present.

Karen Young of 49 Crest Street appeared before the Select Board to question the progress made on work being conducted at Gerow Park.

Consent Agenda

- a. Meeting Minutes: August 28, 2023
- b. One Day Liquor Licenses:
 - i. Wine and Malt Beverages for Lisa Krassner of Concord Museum on Friday, September 22, 2023 from 7:30 PM to 10:00 PM for the Concord Museum Contemporary Leaders event to be held at the Concord Museum
 - ii. Wine and Malt Beverages for Jen Verrill of Verrill Farm on Saturday, September 23, 2023 from 12:00 PM to 6:00 PM for the True West Brewery Oktoberfest to be held at Verrill Farm
 - iii. Wine and Malt Beverages for Jen Verrill of Verrill Farm on Tuesday, September 26, 2023 from 7:00 PM to 9:00 PM for the Culinary Guild of New England to be held at Verrill Farm
 - iv. Wines and Malt Beverages for Rhea Brown-Bright of Beverly, MA on Saturday, September 30, 2023 from 1:00 PM to 6:30 PM for a Wedding to be held at West Concord Union Church
 - v. All Alcoholic Beverages for the Concord Free Public Library on Saturday, October 14, 2023 from 7:00 PM to 10:30 PM for the 150th Anniversary to be held

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at the Concord Free Public Library

- c. Gift Acceptances:
 - i. Gift to the Council on Aging in the amount of \$1,000.00 from Mr. and Mrs. John J. Langan
- d. Town Accountant Warrant: August 24, 2023; August 31, 2023; September 7, 2023; September 14, 2023
- e. Proclamations
 - i. 150th Anniversary of the Concord Free Public Library
 - ii. October as Concord-Carlisle Community Chest Month

Chair Dane asked that on page 4 of the August 28, 2023 meeting minutes that it be made clear that the vote that was not taken was in relation to Ms. Scheunemann's application for a Disclosure of Conflict of Interest for the Concord 2025 Executive Committee – Communications and Publications Subcommittee.

Ms. Escobedo noted that on page 4 of the August 28, 2023 meeting minutes that her Aye vote was left off in relation to Ms. Scheunemann's application for a Disclosure of Conflict of Interest for the Economic Vitality Committee.

Ms. Hartman thanked Mr. and Mrs. John Langan for their gift to the Council on Aging.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the Consent Agenda with the discussed amendments to the August 28, 2023 meeting minutes.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Committee Appointments

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to appoint Irwin Hipsman of 49 Seymour Street for a term to expire May 31, 2026 to the PEG Access Advisory Committee and to appoint Marianna Hill of 574 Harrington Avenue for a term to expire May 31, 2026 to the Transportation Advisory Committee.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Town Manager's Report

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Town Manager Kerry Lafleur presented the Weekly Operations Reports for the weeks ending September 8, 2023 and September 15, 2023. The full reports can be viewed [here](#). Ms. Lafleur also provided a short update on Gerow Park in response to the question received in the Public Comment period. She stated that the work should be completed before winter.

Chair's Report

Chair Dane reported that the Town is working very hard to solve the problem of cell phone reception/towers. Chair Dane noted that regarding the Residential Tax Exemption, every resident who owns property and lives there as their principal residence in Concord should apply; not all residents will be a net gainer from the exemption, but all residents qualify by owning and living in the property year-round. Chair Dane continued that conversations on how to make Annual Town Meeting more effective are ongoing. Chair Dane noted that he has stepped down as Chair of the Concord 2025 Executive Committee for a change in leadership, but that he will continue to serve on the committee as a representative of the Select Board. Chair Dane lastly noted that many residents are concerned regarding the MBTA Communities Zoning and that there is currently a lawsuit against the Town of Holden and their obligations with the Section 3A Law.

Diane Proctor of 57 Sudbury Road noted of a Concord-Carlisle League of Women's Voters event on Thursday, November 2, 2023 from 7:00 PM to 8:30 PM at the Concord Free Public Library titled "Discussion: Does Town Meeting Work for You?".

Select Board Liaison Reports

Ms. Hartman reported on:

- Finance Committee – Chair and Vice Chair met with the chairs of the school committees, Town Manager, and Town Moderator to discuss the consolidation of operating budget articles for next Annual Town Meeting; also working on the Committee Guideline.
- Solar Implementation Task Force – Hitting the ground running by putting together a spreadsheet with potential sites for solar.
- Agricultural Committee – Ag Day was a great success; Committee also working on an article for Annual Town Meeting regarding the exemption of farm stands from the bag surcharge
- Planning Board – Looked at a subdivision for 1053 Main Street; conversation with a developer for a one-story commercial building at the former Papa Razzi restaurant; the next MBTA Communities Public Forum will be held this Wednesday, September 20, 2023 at 6:30 PM held hybrid at the Town House Hearing Room and via Zoom; the NOVO Riverside Commons developers will be hosting a public forum this Thursday, September 21, 2023 at 5:30 PM at 300 Baker Avenue in the café

Ms. Escobedo reported on:

- Zoning Board of Appeals – Interesting discussion on proposal before the Board and additional public comment was heard

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- White Pond Task Force – There are differing interests on the Task Force which is evoking a lot of discussion but the members are continuing to work on a survey
- Concord Housing Development Corporation – The final version of the plans for the three proposed new structures at Assabet River Bluff and getting ready to file a PRD for that
- Concord Municipal Affordable Housing Trust – Discussion on their application to the Community Preservation Committee

Mr. Howell reported on:

- DEI Commission – Targeting October or November Select Board meeting to discuss their year’s initiatives with the Select Board
- Personnel Board – Targeting December to bring their amended charge and Personnel Bylaws forth for discussion with the Select Board
- Recreation Commission – Reviewing the status of the Recreation programs transition with a new Director due to the recent resignation and the impact that this resignation will have on the Strategic Plan
- Natural Resources Commission – Working to open the dialogue on Warners Pond

Review and Approve the Regulatory Agreement and Declaration of Restricted Covenants for the Millrun Development

Liz Rust, Director of the Regional Housing Services Office, appeared before the Select Board to present the request to review and approve the Regulatory Agreement and Declaration of Restricted Covenants for the Millrun Development. Ms. Rust’s full memorandum request is included in the Select Board meeting packet.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the Regulatory Agreement and Declaration of Restricted Covenants for the Millrun Development and authorize the Town Manager to execute the agreement.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Review and Approve the Amendment to the PILOT Agreement between the Town of Concord and CHA Local Properties, LLC

Kerry Lafleur, Town Manager, presented the request to review and approve the amendments to the PILOT Agreement between the Town and CHA Local Properties, LLC. The full redlined agreement which presents the amendments is included in the Select Board meeting packet.

Rick Eifler of the Concord Housing Authority clarified that this agreement is between the CHA Local Properties, LLC, which is a local LLC rather than the full CHA properties.

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Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the amendments to the PILOT Agreement between the Town of Concord and CHA Local Properties, LLC.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

**Public Hearing for the Underground Storage of Inflammable
Materials at Nashawtuc Country Club**

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to open the Public Hearing.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Chris Carpenter, General Manager of Nashawtuc Country Club, appeared before the Select Board to present the application for Underground Storage of Inflammable Materials at the country club, located at 1861 Sudbury Road. Mr. Carpenter's full application is included in the Select Board meeting packet.

Ms. Hartman asked if Nashawtuc Country Club has investigated alternative energy sources for the paddle court.

Mr. Carpenter responded that the alternatives did not provide enough energy to heat the courts and they were also significantly more expensive. Mr. Carpenter noted that they have transferred to more energy efficient sources as well.

Ms. Hartman asked if Nashawtuc Country Club has any renewable energy or heat pumps on the property.

Mr. Carpenter said that there are no renewable energy sources on site but that there are heat pumps.

Ms. Escobedo asked what the total amount of propane is being used on the property.

Mr. Carpenter responded that the total amount of propane aggregate requested was 4,500 gallons.

Ms. Escobedo asked if there is specific training required for staff with storage of propane on site.

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Mr. Carpenter responded that there is not, but there are standards for how the propane will be stored on site.

Ms. Hartman commented that she is discouraged with the continued use of propane for entertainment and wished that the club was more committed to sustainability.

Pamela Dritt of 13 Concord Greene appeared before the Select Board and echoed Ms. Hartman's comments regarding sustainability efforts at the club.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to close the Public Hearing.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the application for Underground Storage of Inflammable Materials at Nashawtuc Country Club at 1861 Sudbury Road.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

2229 Main Street Advisory Task Force Request for a Consultant and Legal Budget

Paul Boehm, Chair of the 2229 Main Street Advisory Task Force appeared before the Select Board to present on the request for a consultant and legal budget, along with provide the Board context on the work streams of the Task Force thus far. The full memorandum request is included in the Select Board meeting packet.

Megan Zammuto, Deputy Town Manager, noted that while funds were not allocated in the Fiscal Year 2024 budget for this request, there are ARPA funds for economic development available.

Ms. Hartman responded that she thinks this would be a good use of ARPA funds and emphasized that when the Select Board wrote the charge for the Task Force, the Board was still unsure if they wanted to acquire the land and asked if the Task Force is looking into alternatives to Town ownership and if there is any new information on the cost of acquiring the land.

Mr. Boehm responded that yes, the Task Force is considering alternative options to Town ownership but that there is no further information on the cost of acquiring the land at this time.

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Mr. Boehm continued that the acquisition is one part of the cost, but that the second part of the cost is the continued ownership long-term.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the request for a consultant and legal budget for the 2229 Main Street Advisory Task Force in the total amount of \$47,000.00 as outlined in the meeting packet.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

**Authorize the Town Manager to Solicit Quote for Employee Health Insurance
from MIIA for Fiscal Year 2025**

Kerry Lafleur, Town Manager, presented a request to authorize the Town Manager to solicit a quote for employee (union and non-union employees) health insurance from the Massachusetts Inter-local Insurance Association (MIIA) for Fiscal Year 2025 (July 1, 2024 – June 30, 2025). Ms. Lafleur’s full memorandum request is included in the Select Board meeting packet.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to authorize the Town Manager to solicit a quote for employee health insurance from the Massachusetts Inter-local Insurance Association for Fiscal Year 2025.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

**Review and Approve Draft Letter for Federal Aviation
Administration Public Comment**

Chair Dane opened the discussion on the draft letter for the Federal Aviation Administration Public Comment. The full draft letter is included in the Select Board meeting packet.

Mr. Howell suggested that the Hanscom Area Town Select Boards and Hanscom Field Advisory Committee be added to the copied recipients of the letter.

Mark Gailus of 62 Prescott Road appeared before the Select Board and commented that the Great Meadows Wildlife Refuge of the United States Fish and Wildlife also be added to the copied recipients of the letter.

Upon a motion duly made and seconded, it was UNANIMOUSLY

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voted: to approve the letter for Federal Aviation Administration Public Comment and authorize Chair Dane to sign the letter on behalf of the Select Board.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

**Review and Approve Amendment to Letter to the Governor regarding
Hanscom North Airfield**

Chair Dane opened the discussion on the previously approved but now amended letter to the Governor regarding Hanscom North Airfield. Chair Dane noted that the amendment to the letter was a removal of a bullet point. The full amended letter is included in the Select Board meeting packet.

Ms. Escobedo asked that the date of the letter be updated.

Diane Proctor of 57 Sudbury Road appeared before the Select Board and commented that the Federal Aviation Administration’s guidelines for regulating noise and other abatements are based on 1950 rules, so the FAA is not responsible for responding to noise and noise abatement concerns.

Upon a motion duly made and seconded, it was UNANIMOUSLY
voted: to approve the amendment to the letter to the Governor regarding Hanscom North Airfield.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Communications and Documents of Interest for Information but not discussion

Adjournment

Upon a motion duly made and seconded, it was UNANIMOUSLY
voted: to adjourn the meeting at 8:10 PM.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Escobedo – Aye

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Mr. Howell – Aye

The meeting adjourned at 8:10 PM.

Meeting Materials:

[Select Board Meeting Packet for September 18, 2023](#)

[Select Board Meeting Recording for September 18, 2023](#)

DRAFT



TOWN OF CONCORD
Office of the Town Manager
Town House
P.O. Box 535
Concord, Massachusetts 01742

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: October 10, 2023

Re: One Day Liquor License – Concord-Carlisle Community Chest

Included in your packet is a One Day Liquor License for the Concord-Carlisle Community Chest for the Chip in for Neighbors Golf Tournament to be held at Concord Country Club, 246 ORNAC. The event is for Wines & Malt Beverages Only and will take place on Monday, October 16, 2023 from 12:30 PM to 6:30 PM.

The application is complete with payment and the Town Manager's Office maintains an updated file of TIPS Certifications from the General Manager of Concord Country Club.



Shannon McAndrew

From: noreply@civicplus.com
Sent: Tuesday, September 12, 2023 2:03 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord-Carlisle Community Chest
Applicant Name	Laura Eriksson
Email Address	laura@ccccommunitychest.org
Applicant Address	19 Main Street, Suite 2
City	Concord
State	MA
Zip Code	01742
Phone Number	9783695250
Name of Event	Chip in for Neighbors Golf Tournament
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	10/16/2023 12:30 PM
End Time	6:30 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No



1st one-day license for Organization? No

If NO, number of years licensed? 5+

More than 100 in attendance? No

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Laura Eriksson

APPLICATION FEE \$75.00

Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742 Applications cannot be processed until payment is received.

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

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TOWN OF CONCORD
Office of the Town Manager
Town House
P.O. Box 535
Concord, Massachusetts 01742

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: October 10, 2023

Re: One Day Liquor License – The Nature Connection

Included in your packet is a One Day Liquor License for the Nature Connection for the Nature Connection 40th Anniversary to be held at the Scout House, 74 Walden Street. The event is for Wines & Malt Beverages Only and will take place on Thursday, October 26, 2023 from 5:30 PM to 9:30 PM.

The application is complete with payment and TIPS Certifications for one bartender.



PAID

Shannon McAndrew

From: noreply@civicplus.com
Sent: Friday, September 8, 2023 8:15 AM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	The Nature Connection
Applicant Name	Jennifer Albanese
Email Address	jenndalbanese@gmail.com
Applicant Address	700 Autumn Lane
City	Carlisle
State	MA
Zip Code	01741
Phone Number	978-413-9200
Name of Event	The Nature Connection 40th Anniversary
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	10/26/2023 5:30 PM
End Time	9:30 PM
Premises to be Licensed	Concord Scout House
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? Yes

If NO, number of years licensed? *Field not completed.*

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Jennifer Albanese

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

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TOWN OF CONCORD
Office of the Town Manager
Town House
P.O. Box 535
Concord, Massachusetts 01742

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: October 10, 2023

Re: One Day Liquor License – The Concord Education Fund

Included in your packet is a One Day Liquor License for the Concord Education Fund for the Concord Education Fundraising Gala to be held at the Scout House, 74 Walden Street. The event is for All Alcoholic Beverages and is to take place on Saturday, November 4, 2023 from 7:00 PM to 11:00 PM.

The application is complete with payment and TIPS Certifications for one bartender.



PAID

Shannon McAndrew

From: noreply@civicplus.com
Sent: Friday, September 15, 2023 11:31 AM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord education fund
Applicant Name	Julia Elliott
Email Address	Julia.elliott19@gmail.com
Applicant Address	54 Westford Rd
City	Concord
State	MA
Zip Code	01742
Phone Number	6175100479
Name of Event	Concord education fundraising gala
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	11/4/2023 7:00 PM
End Time	11:00 PM
Premises to be Licensed	Scout house
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? Many

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Julia Elliott

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

(Section Break)

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



TOWN OF CONCORD
Office of the Town Manager
Town House
P.O. Box 535
Concord, Massachusetts 01742

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: October 10, 2023

Re: One Day Liquor License – Concord First Parish

Included in your packet is a One Day Liquor License for the Concord First Parish for an event to be held at the Concord First Parish, 22 Lexington Road. The event is for Wines & Malt Beverages Only and is to take place on Saturday, November 4, 2023 from 5:00 PM to 9:00 PM.

The application is complete with payment and TIPS Certifications for one bartender.



PAID

Shannon McAndrew

From: noreply@civicplus.com
Sent: Tuesday, September 26, 2023 9:41 AM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	First Parish in Concord
Applicant Name	Elizabeth Rust
Email Address	liz@therusts.net
Applicant Address	210 Commonwealth Ave
City	Concord
State	MA
Zip Code	01742
Phone Number	15083087018
Name of Event	Elizabeth Rust
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	11/4/2023 5:00 PM
End Time	9:00 PM
Premises to be Licensed	First Parish in Concord
City	22 Lexington Road, Concord
State	Massachusetts
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes
Under 21 Attendees?	Yes

1st one-day license for Organization? Yes

If NO, number of years licensed? *Field not completed.*

More than 100 in attendance? No

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Elizabeth Rust

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

(Section Break)

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



TOWN OF CONCORD
Office of the Town Manager
Town House
P.O. Box 535
Concord, Massachusetts 01742

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: October 10, 2023

Re: One Day Liquor License – Concord Museum

Included in your packet is a One Day Liquor License for the Concord Museum for the Fete Cocktail Party to be held at the Concord Museum, 53 Cambridge Turnpike. The event is for All Alcoholic Beverages and is to take place on Friday, December 1, 2023 from 6:30 PM to 8:30 PM.

The application is complete with payment and TIPS Certifications for one bartender.

RECEIVED
SEP 26 2023



PAID

TOWN OF CONCORD

APPLICATION FOR ONE DAY SPECIAL LICENSE

TOWN OF CONCORD FOR THE SALE OF WINES & MALT BEVERAGES/ALL ALCOHOLIC BEVERAGES
TOWN MANAGER'S OFFICE

Fee: \$75.00/per day - One Day All Alcoholic and/or Wines & Malt Beverages Only Amount Paid \$ 15.00

The undersigned hereby applies for a One Day Special License in accordance with the provisions of the Statutes relating hereto:

NAME: (please print) Holly Mansfield, Dev. Officer
 COMPANY or organization: The Concord Museum
 ADDRESS: 53 Cambridge Turnpike, Concord, MA
 TELEPHONE: (978) 369-9763 x 228
 DATE(S) APPLIED FOR: December 1, 2023
 EVENT: Fete (cocktail party) ticketed event
 HOURS OF OPERATION: 6:30-8:30
 PREMISES TO BE LICENSED: The Concord Museum
 ADDRESS OF PREMISE LICENSED: 53 Cambridge Turnpike, Concord, MA

License is for the Sale of:

All Alcoholic Beverages	<input checked="" type="checkbox"/>
Wines & Malt Beverages Only	<input type="checkbox"/>
Wines Only	<input type="checkbox"/>
Malt Beverages Only	<input type="checkbox"/>

The Licensed Activity or Enterprise is:

For Profit	<input type="checkbox"/>
Non-Profit	<input checked="" type="checkbox"/>

Are the bartenders TIPS or equivalently trained? Yes No

Will there be people in attendance that are under the age of 21? Yes No

Is this the first one day special license secured by this organization?
If no, number of consecutive years licensed? Yes No

Will there be more than 100 people in attendance? Yes No

If yes, the applicant agrees to contact the Police Department to determine whether traffic control coverage is necessary. The traffic control coverage is provided at the expense of the applicant.

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgment that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Board of Selectmen, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

Signature of Applicant: Holly E. Mansfield Date: 9/15/2023

Town of Concord
Finance Department
memorandum

TO: Kerry A. Lafleur, Town Manager

FROM: Stephen Daly, Interim Finance Director



SUBJ: Natural Resources – Gift of Brush Mower Attachment

DATE: September 20, 2023

Please place on the Selectmen's agenda the donation of a 70-inch Woods Brush Bull mower attachment. The Natural Resources Division would like to trade it in for a 60-inch Woods Brush Bull Mower. The trade-in was valued at Toreku Tractor and Equipment.

Gaining Ground
341 Virginia Road
Concord, MA 01742

Value - \$500.00

Accepted: _____
Clerk

Date: _____



TOWN OF CONCORD
Division of Natural Resources
141 Keyes Road, Concord, MA 01742
(978) 318-3285

To: Kerry Lafleur, Town Manager
cc: Megan Zammuto, Deputy Town Manager/Interim DPLM Director
Steve Daly, Interim Finance Director

From: Delia Kaye, Natural Resources Director
Re: Brush Mower Donation
Date: September 19, 2023

Gaining Ground, Inc., very generously donated a 2013 70-inch Woods Brush Bull mower attachment to the Natural Resources Division as they no longer have a use for it. The attachment is rated at the maximum capacity of the Division's 39-horsepower tractor, and we would like to trade it in for a more appropriately sized 60-inch Woods Brush Bull mower. The trade-in is valued at \$500 at Toreku Tractor and Equipment.

In accordance with MGL Chapter 44, Section 53A and APP #19, I respectfully request that this matter be placed on the next available Select Board's agenda for acceptance.

Town of Concord
Finance Department
memorandum

TO: Kerry A. Lafleur, Town Manager

FROM: Stephen Daly, Interim Finance Director 

SUBJ: Natural Resources – Gift of Cedar Shingles

DATE: September 20, 2023

Please place on the Selectmen’s agenda the donation of cedar shingles to be used for roofing towards replacement of a dilapidated kiosk at White Pond.

Jane Prentiss
15 Fern Street
Concord, MA 01742

Value - \$509.73

Accepted: _____
Clerk

Date: _____



TOWN OF CONCORD
Division of Natural Resources
141 Keyes Road, Concord, MA 01742
(978) 318-3285

To: Kerry Lafleur, Town Manager
cc: Megan Zammuto, Deputy Town Manager/Interim DPLM Director
Steve Daly, Interim Finance Director
From: Delia Kaye, Natural Resources Director
Re: Cedar Shingles Donation
Date: September 19, 2023

Jane Prentiss, 15 Fern Street, has very generously donated a 50 sq. ft. bundle of red cedar shingles to be used for roofing towards replacement of a dilapidated kiosk at White Pond. The shingles were purchased from Concord Lumber at a cost of \$509.73.

In accordance with MGL Chapter 44, Section 53A and APP #19, I respectfully request that this matter be placed on the next available Select Board's agenda for acceptance.



Town of Concord
Finance Department
22 Monument Square
P.O. Box 535
Concord, Massachusetts 01742

September 20, 2023

Jane Prentiss
15 Fern Street
Concord, MA 01742

Re: Natural Resources – Gift of Cedar Shingles

This will acknowledge your donation of cedar shingles, valued at \$509.73, to be used for roofing towards replacement of a dilapidated kiosk at White Pond.

Sincerely,

Stephen Daly
Interim Finance Director

cc: Town Manager

This gift is deductible for federal income tax purposes to the extent allowed by law. No goods or services were provided in return for this gift. The Town's Tax Exempt ID number is 04-6001121. Gifts made to the Town are deductible in accordance with IRC section 170(c)(1).

Town of Concord
Town Manager' Office
Memorandum

TO: Select Board KAL
FROM: Kerry A. Lafleur, Town Manager
SUBJ: Appointment of Treasurer-Collector
DATE: October 5, 2023

I am pleased to advise you of the appointment of Anthony M. Ansaldi to the position of Chief Financial Officer. Mr. Ansaldi was selected from a group of well-qualified candidates, after a multi-stage recruitment process, which included panel interviews with department heads, a member of the Select Board and two members of the Finance Committee, as well as submission of both memoranda and presentations. Mr. Ansaldi emerged as a lead candidate among all panelists. After further discussion with Mr. Ansaldi and satisfactory reference and background checks, I have made a conditional job offer which has been accepted.

Candidate Background

Mr. Ansaldi brings to the position over two decades of experience in local government, finance, and operations management. His professional experience includes overseeing multi-million dollar budgets, capital projects, collective bargaining agreements and significant grant funding. In his most recent role as the Town Administrator for the Town of Littleton, he revamped the town's \$64 million operating and capital budget process. I look forward to working with him as we continue to modernize our financial processing systems and rebuild the finance department.

Mr. Ansaldi holds a Master of Public Administration (MPA) and a Graduate Certificate in Local Government and Leadership and Management from Suffolk University's Sawyer Business School. He is a Massachusetts Certified Public Purchasing Official (MCPPO) and a member of the MMA (Massachusetts Municipal Association) and the ICMA (International City Managers Association). Mr. Ansaldi also serves as a Governor's appointee on the Joint Labor-Management Committee (JLMC).

Board Action

The Town's Chief Financial Officer also serves as the Town's appointed Treasurer-Collector, which under Section 2D (1) of the Town Charter, is one of only two positions appointed by the Town Manager which also requires Select Board approval. At this time, I respectfully request the Select Board's approval of the appointment of Anthony M. Ansaldi to the position of Treasurer-Collector, effective October 16, 2023. Further, and at the same time, I request that the Board rescind the appointment of Colleen Rhinhart, as Interim Treasurer-Collector. Ms. Rhinhart will continue to serve as the Town's Deputy Treasurer-Collector.

Please be in touch with any questions.

ANTHONY M. ANSALDI, JR., MPA, MCPPO



[linkedin.com/in/anthony-m-ansaldi-jr](https://www.linkedin.com/in/anthony-m-ansaldi-jr)

Accomplished Chief Administrative Officer | Results-Oriented Government Professional | Finance & Project Management Expert
Enhancing the delivery of services and quality of life by modernizing government operations and strengthening local and regional partnerships to achieve shared goals.

August 9, 2023

Kerry Lafleur, Town Manager
Town of Concord
22 Monument Square
Concord, MA 01742

Dear Ms. Lafleur,

I am writing to express my interest in the Chief Financial Officer position for the Town of Concord. With over two decades of experience in local government, finance, and operations management, I am excited to contribute my skills and knowledge to support the Town of Concord. My proven track record in budgeting, financial forecasting, investment management, strategic planning and asset management makes me a perfect fit for this role.

As a seasoned local government administrator, I have a demonstrated track record of implementing effective financial systems, managing diverse teams, and fostering strong relationships with stakeholders. My professional experience includes overseeing multi-million dollar budgets, capital projects, and collective bargaining agreements and securing significant grant funding.

In my most recent role as Town Administrator for the Town of Littleton, I revamped the town's \$64 million operating and capital budget process, directed various capital projects, and revitalized key commercial areas. My strong interpersonal skills, technological savvy, and commitment to operational efficiency and transparency will allow me to effectively serve as a member of the Concord Senior Leadership Team.

My experience in governmental accounting, fund accounting, and asset management, along with my understanding of Governmental Accounting Standards Board (GASB) accounting rules, the Uniform Massachusetts Accounting System (UMAS), and Massachusetts procurement procedures, make me well-prepared to excel in this role.

I hold a Master of Public Administration (MPA) and a Graduate Certificate in Local Government Leadership and Management from Suffolk University's Sawyer Business School. In addition to my academic credentials, I am a Massachusetts Certified Public Purchasing Official (MCPPO) and an active member of various professional associations, including the Massachusetts Municipal Association (MMA) and the International City Managers Association (ICMA).

Please find my resume attached for your review. I am confident that my background and experience make me a strong fit for the Chief Financial Officer role and a valuable addition to the Town of Concord. I look forward to the opportunity to discuss my qualifications in more detail.

Thank you for considering my application.

Sincerely,

Anthony M. Ansaldi, Jr.

Enclosure: Resume

ANTHONY M. ANSALDI, JR., MPA, MCPPO



[linkedin.com/in/anthony-m-ansaldi-jr](https://www.linkedin.com/in/anthony-m-ansaldi-jr)

Accomplished Chief Administrative Officer | Results-Oriented Government Professional | Finance & Project Management Expert
Enhancing the delivery of services and quality of life by modernizing government operations and strengthening local and regional partnerships to achieve shared goals.

PROFESSIONAL EXPERIENCE

TOWN OF LITTLETON | Littleton, MA

Town Administrator (Chief Administrative Officer)

November 2020 - March 2023

Oversaw a diverse team of seventeen department heads and nine direct reports, including finance, human resources, public safety, and public works, to ensure the efficient delivery of public services. Developed and executed strategic initiatives in collaboration with local boards and committees, consistently implementing best practices in municipal governance. Prepared and managed a \$64 million annual operating budget, long-term capital improvement program, and collective bargaining agreements. Fostered strong local and regional partnerships, securing grant funding and legislative support while effectively serving as the primary public relations and communications officer to enhance community engagement and outreach.

- Revamped the Town's \$64 million operating and capital budget process by collaborating with key personnel and committees, shifting from a reactive to a proactive community approach, employing data-driven analysis, trend identification, and adopting MA DOR and GFOA best practices
- Directed capital projects, including the [High School Athletic Complex](#) (\$4 million), Fire Station Renovation and Expansion (\$14 million), Library New Construction (\$12 million), and Center for Active Living (\$18 million)
- Revitalized [key commercial area into mixed-use space](#) featuring 788 residences, 500,000 sq. ft. of office, and 200,000 sq. ft. of retail and industrial facilities, while coordinating a \$25 million sewer system expansion
- Secured over \$15 million in grants through Federal and state funding sources including, encompassing earmarks, MassWorks, Green Communities, Housing Choice, ARPA, Community Compact, and Mass Cultural Council programs
- Championed a comprehensive framework for townwide succession planning, promoting involvement with state and regional professional networks, tactical recruitment, and fostering ongoing learning opportunities
- Initiated the establishment of the [first regionally operated vaccination site](#) within the Commonwealth by collaborating with local municipal leaders, elected representatives, and the Department of Public Health
- Orchestrated one the first [COVID-19 vaccination clinic](#) in the Commonwealth for ages 5-11, transforming it into a community-wide event by collaborating with school administration, Elder and Human Services, Parks and Recreation, and town staff volunteers
- Achieved the [Distinguished Budget Presentation Award](#), Government Finance Officers Association (2020, 2021)
- [Reaffirmed AAA bond rating](#) by demonstrating strong fiscal management and ensuring fiscal stability

TOWN OF WENHAM | Wenham, MA

Town Administrator (Chief Administrative Officer)

August 2019 - November 2020

Managed the daily operations, overseeing a team of nine department heads to ensure the efficient delivery of public services. Developed and executed strategic initiatives in collaboration with local boards and committees, consistently implementing best practices in municipal governance. Prepared and managed a \$20 million annual operating budget, long-term capital improvement program, and collective bargaining agreements.

- Enacted comprehensive long-term financial planning for operational and capital budgets, ensuring fiscal stability
- Championed the first town [operational override](#), bolstering the Regional School System and enhancing municipal services
- Collaborated regionally to oversee Shared Services Regional Public Library, Inspectional Services, Assessing, and Park and Recreation departments, fostering cooperation with the Town of Hamilton
- Ensured public trust and strengthened communities by spearheading [regional coordination](#) efforts among CAOs during the [onset of COVID-19](#), facilitating timely information sharing and promoting collaborative problem-solving
- Established a pandemic isolation facility for first responders (Police, Fire, EMS) in partnership with Gordon College, providing a secure and supportive environment for infected personnel during the crisis
- Reaffirmed AAA bond rating by demonstrating strong fiscal management and ensuring fiscal stability

TOWN OF LITTLETON | Littleton, MA

Interim Town Administrator (Chief Administrative Officer)

November 2018 - June 2019

Provided interim leadership for the Town, ensuring continuity of services, and overseeing policy formulation, procurement, human resources, and labor relations. Played a vital role in preparing warrant articles for Annual and Special Town Meetings. Developed the annual \$58 million operating and capital budget, ensuring efficient allocation of resources.

Assistant Town Administrator (Deputy Chief Administrative Officer)

March 2017 - November 2018

Managed interdepartmental collaboration between Public Works, Elder and Human Services, Information Technology, Parks and Recreation, and Community Education. Streamlined communication and disseminated crucial information to the public through social media and various channels. Supervised Public, Education, and Government (PEG) local cable access television, ensuring quality content and adherence to guidelines. Served as Chief Procurement Officer, overseeing purchasing and contract management to optimize town resources and support ongoing initiatives.

- Promoted a sense of community by allocating operating funds to the Department of Parks and Recreation, facilitating engaging, [community-wide events](#) that fostered unity and civic pride
- Served as project manager for the \$4 million High School Athletic Complex, overseeing planning, budgeting, and execution to ensure timely completion and adherence to quality standards
- Spearheaded successful contract negotiations with four unions (police, dispatch, fire, public works) by implementing a collaborative approach to preparation, fostering open communication, and streamlined decision-making
- Won 1st place for three consecutive years in the [MMA Town Report Contest](#) for an outstanding report based on visual appeal, material arrangement, statistics and data presentation, a summary of achievements, evidence of local planning for the future, and the report's practical utility (2018, 2019, 2020)
- Achieved 1st place in the [MMA Municipal Website Awards](#) for customer service, functionality, convenience, and government transparency (2019)
- Established a robust social media presence across Facebook, Twitter, Instagram, Flickr, and YouTube, while implementing a comprehensive Employee social media policy to ensure responsible and consistent representation of the organization online

TOWN OF BROOKLINE | Brookline, MA

Business Manager, Public Safety Business Office

November 2004 - March 2017

Managed and supervised financial activities for Fire and Police Departments, effectively administering a combined \$26 million annual operating budget and Capital Improvement Plan (CIP). Partnered with the Fire Chief, Police Chief, and other town departments, including Town Administrator, Finance Director, Comptroller, Procurement, and Human Resources, as the department Chief Financial Officer and business finance liaison. Coordinated and supervised purchasing activities in compliance with Massachusetts General Laws Chapter 30B, ensuring the efficient approval and acquisition of goods and services.

- Established the centralized finance division encompassing Accounts Payable, Accounts Receivable, Grant Management, Payroll, and Procurement, unifying Police and Fire Departments
- Elevated collection ratio from 80% to 99.2% for police details within the first 90 days by developing a structured, multi-step process featuring escalating stages to address non-payment cases effectively
- Boosted Financial Clerk productivity by 65% by centralizing and automating payroll processes for 300+ employees
- Grew annual billing revenue from \$40,000 to \$200,000 for Fire and Police Details, Multiple Dwelling Fire Inspections, Master Box Fire Alarms, and False Alarms by integrating residential billing information with key municipal departments such as tax collectors, public works, and assessors
- Decreased operating expenses by \$85,000 annually by implementing an automated parking violation system, enhancing efficiency and cost-effectiveness
- Increased department-wide productivity and improved employee accountability by transitioning to paperless business operations using Laserfiche

MIDDLESEX SHERIFF'S OFFICE | Billerica, MA

Internal Audit Manager

June 1998 - November 2004

- Pioneered the launch of the Internal Audit Department along with developing the Policy and Procedures Manual
- Conducted risk assessments, formulated annual audit plans, and executed financial and operational audits to ensure compliance and financial stability
- Addressed auditing oversight agencies such as the Massachusetts Office of the Comptroller, Inspector General Office, State Auditor Office, and Department of Corrections by proactively preparing and assembling required materials for thorough review

*Additional experience with the **Massachusetts Department of Revenue** as a **System Analyst III (Research and Development Division)**, **Systems Analyst III (Audit Division)**, **Tax Examiner II (Field Audit Bureau)**, and **Tax Examiner I (Revenue Enforcement Bureau)**, and **Ansaldi Financial Services** as a **Tax Preparer***

EDUCATION

Suffolk University, Sawyer Business School, Moakley Center for Public Management | Boston, MA
Master of Public Administration (MPA)

Suffolk University, Sawyer Business School, Moakley Center for Public Management | Boston, MA
Graduate Certificate in Local Government Leadership and Management

Salem State University, Bertolon School of Business | Salem, MA
Bachelor of Science degree in Business Administration

TRAINING & CERTIFICATION

Massachusetts Certified Public Purchasing Official (MCPPO), Massachusetts Office of the Inspector General

PROFESSIONAL AFFILIATIONS

Massachusetts Municipal Association (MMA)
Massachusetts Municipal Managers Association (MMMA)
Massachusetts Municipal Human Resources Association (MMHR)
International City Managers Association (ICMA)
Massachusetts Association of Public Purchasing Officials (MAPPO)

COMMUNITY ENGAGEMENT

Joint Labor-Management Committee, Commonwealth of Massachusetts (Governor Appointee)



TOWN OF CONCORD

Office of the Town Manager

Operational Status Reports and Departmental Updates For the week ending October 6, 2023

Police Department – week ending 10/6

Activity Log:

- Log items: 737
- Traffic enforcements: 54
- Motor vehicle stops: 39
- Motor vehicle crashes and/or paper exchanges: 14
- Arrests: 0

Community:

- LOG ITEMS: **737**
- TRAFFIC ENFORCEMENT: **54**
- MOTOR VEHICLE STOPS: **39**
- MOTOR VEHICLE CRASHES AND/OR PAPER EXCHANGES: **14**
- ARRESTS: **0**

- Sergeant O'Connor and Officer Mailloux assisted the Bedford Police Department with a mock accreditation assessment of their department.
- Officer Simpson attended DVAAP (Domestic Violence Victim Assistance Program) training.
- Sergeant Manchuso and Officer Simpson attended the annual Massachusetts Association of Women in Law Enforcement (MAWLE) Conference in Norwood.
- Officers assisted with the Drop Off/Swap Off event held at the CPW on Keyes Rd.
- Officers assisted with the Concord Public Library 150th Anniversary Celebration Parade.
- Sergeant Bordenca, Officer Mailloux, Officer Fitzgerald, and Officer Maddaleni conducted an Active Shooter Drill for the Army Corps of Engineers on Virginia Road.
- Lieutenant Landers assisted the Weston Police Department with interviews for the rank of Police Lieutenant for their department.
- The Concord Police Relief Association hosted a cookout for our seniors at Concord Council on Aging (Harvey Wheeler).

Library

- The 150th Anniversary celebrations kicked off with a New Orleans revival quintet The Easy Winners who performed a “Swing Era Concert” after the library closed on Friday. 75 people enjoyed rousing renditions of classics from jazz masters like Louis Armstrong and Benny Goodman. On Saturday, September 30th the Library welcomed 275 people for the world premiere of filmmaker Michael Maglaras’



new “essay on film”, Ralph Waldo Emerson: Give All to Love hosted at the Umbrella. The film captured the enraptured attention of the audience for 150 minutes and was followed by a reception in the historic Rotunda at the Library.

- On Sunday, October 1st the Library celebrated its 150th anniversary. The events started off with a proclamation presented by Selectboard Chair Henry Dane declaring it Concord Free Public Library Day in Concord. Rep. Simon Cataldo and Sen. Mike Barrett presented Library Director Emily Smith with a Joint Resolution declaring it Concord Free Public Library Day in Massachusetts. Ralph Waldo Emerson read portions of his speech from the original library dedication in 1873, and even shared a “new” poem. Louisa May Alcott joined the festivities and hundreds



of citizens paraded down Main Street to the Library Lawn. Further remarks were shared by Laura Klein, Chair of the Library Committee, Matt Boger, Vice President of the Friends, and Sherry Litwick, President of the Library Corporation. John Palfrey, author of “BiblioTech: Why Libraries in the Age of Google” and D. and Catherine T. MacArthur stirring remarks in support of to mark the occasion Concord Postal Supervisor Joshua Medero hand-cancelled vintage postcards provided by the Library’s Department. Included in the popular photo booth with props May Alcott, William Munroe Ralph Waldo Emerson and Over 1,200 people passed through the library in celebration that Sunday. Randall Warniers wrapped up the celebrations on Monday, October 2nd with a packed house to listen to a lecture titled “The History of Cinema Since 1873.”



- To see photos from these events or to purchase your own “Getting Lit since 1873” t-shirt go to cfpl150.org
- The party continues through to the end of the year with an exhibition and several displays. Patrons can now visit "Connecting the Community: An Exhibition to Celebrate the 150th Anniversary of the Concord Free Public Library," a special exhibition at the Main Library curated by the William Munroe Special Collections, highlighting the history of the library’s buildings, services, and staff. Special Collections also have displays throughout the Main Library including a display on early circulation procedures and a selection of books checked out to Concord residents, including Louisa May Alcott, Ralph Waldo Emerson, and Ebenezer Rockwood Hoar, in the first decade of the library’s operation. In the Commons, you can read some of the earliest rules and policies of the library, when it first opened to the public.
- The library staff extend their gratitude to the Selectboard, the Town Manager, Reps. Cataldo and Gentile and Sen. Barrett, the Concord Garden Club, Public Works, Police and Fire, as well as all of the volunteers and staff who made these events such a success.
- The Concord Free Public Library Corporation and the Friends of the Concord Free Public Library are hosting an over 21 party to celebrate the anniversary on October 14th after the Library closes. The Main Library will come alive with a mix of music, art, puppetry, theater, and storytelling. Groove to tunes by local singer/songwriters Sawyer Lawson and Britt Connors and by the Lori Zuroff Jazz Trio. Expect the unexpected from the Concord Players and puppet master Harry LaCoste. Get creative with Art for All and appreciate real-life stories told live with Fugitive

Productions. Food and drinks from local Concord establishments will be served. Tickets can be purchased [online](#). Please note that the Main Library will close at 4pm on Saturday, October 14th in order to prepare for this event. Fowler Library remains open until 5pm that Saturday.

- The Concord Free Public Library is once again open on Sundays at the Main Library from 1pm to 4pm.
- The Concord Festival of Authors begins its 31st year on Friday, October 20th with a keynote presentation by Jennifer De Leon, author of the award-winning Young Adult novels “Borderless”, which was featured on the Today Show. She is also the author of “White Space: Essays on Culture, Race, & Writing” and the editor of “Wise Latinas: Writers on Higher Education”. Her lecture on “The Power of Storytelling” is at 7pm on Friday, October 20th in the Main Library’s Goodwin Forum.

CMLP

CMLP, with the Sustainability Department as a co-sponsor, held an EV Test Drive Event on October 1st in the parking lot at CCHS. One hundred twenty-eight people test drove EVs provided by 17 area car dealers. Most people were test driving an EV for the first time. Another 29 people rode along on those test drives. Seventeen local EV owners were also on hand to display their vehicles and talk with event attendees about their experience of driving electric. A team of 27 people staffed the event, including CMLP staff, the Town’s Sustainability Director, and members of CMLP’s EV Working Group, the Climate Action Committee, Energy New England’s EV Specialist Team and the CCHS Green Team.

Planning and Land Management:

MBTA Communities Zoning – The Planning Board continues to work on the development of a proposed MBTA Communities Multi-Family Zoning warrant article for the 2024 Annual Town Meeting. The Town’s GIS consultant is taking feedback from the September 20th community workshop and comments from the Board at the September 26th Planning Board meeting and developing a Draft Option #1 for the proposed zoning boundary and zoning methodology. The Board will review and discuss Draft Option #1 at the October 24th meeting. Any changes or other options that the Board determines may be needed will then be handed over to the Town’s Inhouse GIS Team to prepare since the contract with the consultant will be completed. At the October 10th Planning Board meeting, the Board will have a general discussion about the trade-off between zoning density and the overlay area, with the understanding that with a higher density, there could be a small area or lower density would require a larger overlay area.

Planning Division – The Town Planner and Town staff from Building, Health, Natural Resources, Public Works, Police, Fire and CMLP met with the developer for a pre-construction meeting for the small 6-unit Planned Residential Development at 48Y Fitchburg Turnpike, which is accessed through the large housing development off Route 117 in Sudbury. The developer will be beginning in the next week or so construction on Route 117 to extend electric utilities to the project site and the initial grading of the site.

Senior Planner Erin Stevens completed 2 grants this past week for the Federal Department of Transportation’s Reconnecting Communities and Neighborhoods Grant Program. One grant request is for \$150,000 for a feasibility study for a long-term option for a pedestrian crossing of Route 2 and the other is for \$400,000 towards the completion of the required MassDOT 100% construction plans, specifications and estimates for of the Assabet River Multi-model Bridge and Trail in West Concord.

Comprehensive Transportation & Mobility Study - Senior Planner Erin Stevens has been assisting the Transportation Advisory Committee, the Town Engineer and the Town’s consultant on preparations for the upcoming October 17th public workshop. This workshop is between 6:30pm and 8:30pm at the Harvey Wheeler Community Center and is open house style, where

people can come in and participate for the whole time or just a few minutes. Citizen feedback and participation is important no matter how much time someone can spend speaking with the Town's consultant team members from Stantec, members of the Transportation Advisory Committee, Town Staff, and or giving feedback through the poster boards. The first of many opportunities to engage in the process. A dedicated webpage has been set up for the Comprehensive Transportation and Mobility Study (concordma.gov/transitstudy) and people are encouraged to sign up from the Town Homepage through "Notify Me" or through a link on the Study's webpage to receive notifications when updates, announcements, and new information is posted to this page.

Communitywide Historic Preservation Plan - The Town received three responses from historic preservation consultants for the Communitywide Historic Preservation Plan Request For Quotes, along with a signed contract with Massachusetts Historical Commission for a \$25,000 grant. The MHC is currently reviewing the Town's award recommendation and the Town hopes to issue an award in the next week.

Community Preservation Committee – Senior Planner Ann Clifford has been working closely with applicants, Town staff, Town Counsel and Community Preservation Committee members are reviewing 19 recently received Community Preservation Act Funding applications for eligibility and completeness. Site visits and applicant presentations began in mid-September and will continue through November 1st as the Committee works towards a final recommendation on a warrant article for the 2024 Annual Town Meeting.

Sustainability

On Wednesday, September 13th the Town hosted a meeting of the Concord Business Partnership, a coalition of local commercial property and business owners committed to working with the Town to create and maintain a vibrant, diverse, and sustainable business community. The meeting featured opportunities and resources for property owners to electrify and improve the energy efficiency of their buildings, which is an important pathway towards the Town realizing its goal of reducing greenhouse gas emissions and achieving a more sustainable community. The meeting opened with an informative case study of energy efficiency building retrofits presented by the owners of 300 Baker Avenue, followed by Laura Scott of CMLP sharing perspectives on the anticipated impacts and related strategies surrounding increased electrification on Concord's grid infrastructure. Representatives from CMLP and National Grid also provided information on resources available to property owners to support electrification and energy efficiency efforts, including technical assistance, and financial rebates and incentives. The event was well received, and we look forward to continuing to collaborate with Concord's business community.

The Sustainability Division also supported and participated in the popular Electric Vehicle Test Drive event held at CCHS on October 1st (see description in the CMLP update). Kudos to CMLP staff and Energy New England for all their efforts to make this event such a success!

Economic Vitality and Tourism

On Wednesday October 5th, Tour Guides Mary and Stefanie stumped the Concord Business Partnership members with Concord Trivia at their annual meeting.

The bimonthly tourism newsletter.

<https://mailchi.mp/5610d9e187de/business-update-5403448>





TOWN OF CONCORD
Office of the Town Manager
Town House
P.O. Box 535
Concord, Massachusetts 01742

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: October 10, 2023

Re: Liquor License Application & Common Victualler Application - Bandoleros

Included in your packet are two applications for Bandoleros to be located at 195 Sudbury Road:

- All Alcohol On-Premise Liquor License
 - o Alternate Manager of Record application as required by the Town included
- Common Victualler License

The All Alcohol On-Premise Liquor License application was submitted by Attorney Andrew Sprow on behalf of Elmer Melendez of Melendez Magana, Incorporated and received on Wednesday, September 6, 2023. This application is complete with payment. I asked relevant departments for comments on the application including the Building Department, Health Department, and Police Department and did not receive adverse comments.

The Alternative Manager of Record application as required by the Select Board's Alcoholic Beverages Rules and Regulations was also submitted by Attorney Andrew Sprow on behalf of Elmer Melendez of Melendez Magana, Incorporated and received on Thursday, September 14, 2023. This application is complete and does not require further payment. I asked the Police Department for comments on the application and did not receive adverse comments.

The Common Victualler License application was submitted by Elmer Melendez of Melendez Magana, Incorporated and received on Thursday, September 7, 2023. This application is complete with payment, Workers' Compensation Insurance Affidavit, copy of Workers' Compensation Insurance Policy, and License Attestation as required by the Massachusetts Department of Revenue. The Common Victualler application requires sign off by the Building Commissioner, Public Health Director, and Public Works – Water and Sewer Superintendent, in which the Public Works Director approved, all in which were received. Alan Cathcart, Public Works Director, remarked that the approval is based on Sewer Review 23-13 for a 102 seat restaurant.

LAW OFFICES OF
STEVEN M. VAILLANCOURT

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(978) 353-8608

Licensed in MA and NH

Steven M. Vaillancourt, Esq.

Daniel G. Saltzman, Esq. (Admitted in MA)
Andrew Sprow, Esq. (Admitted in MA)

Direct: (978) 578-7851
Facsimile: (603) 589-1193
andrew@vaillancourtlaw.com

September 6, 2023

By Hand

Concord Board of License Commissioners
Town Clerk's Office
22 Monument Square
Concord, MA 01742

Re: Application for a New Liquor License;
Applicant: Melendez Magana, Inc. d/b/a Bandoleros

Dear Sir or Madam:

Enclosed please find Application for a New License along with attendant documentation in behalf of Melendez Magana, Inc. Kindly file in your usual manner and please do not hesitate to contact the undersigned should there be any questions.

Thank you for your courtesy and attention.

Very truly yours,



Andrew Sprow, Esq.

AVS/
enclosures
cc: Mr. Elmer Melendez

Listing of Documents Filed

Application for a New License
Melendez Magana, Inc. (d/b/a Bandoleros)

1. Application for New License (with Continuation Pages);
2. Corporate Vote;
3. ABCC Monetary Transmittal Form;
4. ABCC Filing Fee Payment Confirmation;
5. Articles of Organization;
6. Statement of Change of Supplemental Information Contained in Article VIII of Articles of Organization;
7. Business Certificate – Town of Concord
8. CORI Authorization Forms and Driver's Licenses (Elmer Melendez; Scott Sanford; Delmy Magana);
9. Proof of Citizenship for Scott Sanford (US Passport);
10. Supporting Financial Records;
11. Commercial Lease of Premises;
12. Floor Plan of Premises;
13. Certificate of Compliance - Department of Unemployment Assistance
14. Certificate of Tax Compliance – Massachusetts Department of Revenue



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Applicant seeks on premises, all alcoholic beverages liquor license for restaurant and bar to be opened within Crosby's Market shopping center located at 195 Sudbury Road, Concord, MA. The business concern intends to operate a full service restaurant and bar serving lunch and dinner, which may also offer takeout service. The restaurant will be Mexican fare themed. The intended hours of operation are as follows: seven days per week from 11:00 a.m. until 11:00 p.m.

Is this license application pursuant to special legislation?

Yes No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	<input type="text" value="Melendez Magana, Inc."/>	FEIN	<input type="text" value="26-0176059"/>
DBA	<input type="text" value="Bandoleros"/>	Manager of Record	<input type="text" value="Scott Sanford"/>
Street Address	<input type="text" value="195 Sudbury Road, Concord, MA"/>		
Phone	<input type="text" value="(978) 413-3959"/>	Email	<input type="text" value="famelendez6@gmail.com"/>
Alternative Phone	<input type="text"/>	Website	<input type="text"/>

3. DESCRIPTION OF PREMISES

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

See Continuation Page Attached Hereto.

Total Square Footage:	<input type="text" value="3,525"/>	Number of Entrances:	<input type="text" value="2"/>	Seating Capacity:	<input type="text" value="102"/>
Number of Floors	<input type="text" value="1"/>	Number of Exits:	<input type="text" value="2"/>	Occupancy Number:	<input type="text" value="120"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	<input type="text" value="Andrew Sprow, Esq."/>	Phone:	<input type="text" value="(978) 578-7851"/>
Title:	<input type="text" value="Attorney at Law"/>	Email:	<input type="text" value="andrew@vaillancourtlaw.com"/>

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="05/23/2007"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Elmer Melendez"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="President, Treasurer and Director"/>	<input type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Scott Sanford"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Director"/>	<input type="text" value="0%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Delmy Magana"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Secretary"/>	<input type="text" value="0%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Continuation Page Attached			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Continuation Page Attached			

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$85,000.
C. Other * (Please specify below)	\$45,000.
D. Total Cost	\$130,000.

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Elmer Melendez (personal funds)	\$130,000.
Total	\$130,000.

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

FINANCIAL INFORMATION

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

Applicant's principal, Elmer Melendez, has contributed personal funds from his banking accounts in the amount of \$130,000. \$85,000. of said funds have and will be expended in the purchase of restaurant equipment and furniture, and \$45,000. of said funds have and will be expended on renovation costs for the physical premises and initial start up costs.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition
1989	Concord, MA	destruction of property	dismissed

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
		See Continuation Page		

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

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

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Principal of applicant has owned and successfully operated restaurant and bar facilities in the local vicinity since 2007.

APPLICANT'S STATEMENT

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

of Melendez Magana, 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: 09/05/2023

Title: President

ADDENDUM A

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

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

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

Continuation Page

Application for a New License
Melendez Magana, Inc. (d/b/a Bandoleros)

3. Description of the Premises

Premises consist of a single floor located on street level. Premises have dining room with three seating areas containing 86 seats in total. There is a bar area containing 16 seats. Premises include kitchen, food preparation area, dishwashing room, walk-in cooler, service stations, electrical room, water heater closet, janitor's closet, men's restroom, and women's restroom. There are two points of ingress and egress located respectively at the front of the premises and at the rear of the premises. Patron parking is provided for in the lot located at the Crosby's Marketplace Shopping Center and which is adjacent to the premises.

Continuation Page

Application for a New License
Melendez Magana, Inc.

6. Proposed Officers, Stock or Ownership Interest

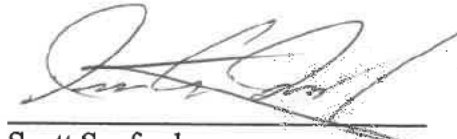
Criminal History

AFFIDAVIT OF SCOTT SANFORD

I, the undersigned affiant, after being duly sworn, do depose and state as follows:

1. My name is Scott Sanford and I reside at [REDACTED] I am the applicant for liquor license manager of Melendez Magana, Inc. This affidavit is submitted in support of Application for New License of Melendez Magana, Inc.
2. In 1989 I was arrested and charged, in the Middlesex District Court, Concord Division, with destruction of property. The incident involved damage to a residential lawn caused by an automobile. Said charge came to disposition in said court. I was ordered to complete community service, which I did complete. Said matter was closed following my completion of community service.

Signed under the pains and penalties of perjury this 5TH day of
SEPTEMBER, 2023.



Scott Sanford

Continuation Page

Application for a New License
Melendez Magana, Inc.

6. Proposed Officers, Stock or Ownership Interest

Criminal History

AFFIDAVIT OF ELMER MELENDEZ

I, the undersigned affiant, after being duly sworn, do depose and state as follows:

1. My name is Elmer Melendez and I reside at [REDACTED] I am the president, treasurer, a shareholder, and a director of Melendez Magana, Inc. This affidavit is submitted in support of Application for New License of Melendez Magana, Inc.

2. In late 2010 I was arrested and charged, in the Middlesex District Court, Concord Division, with Operating Under the Influence of Intoxicating Liquor. I was convicted of that charge in said Court. My belief is that I was also charged with a marked lanes violation. I was sentenced to a period of probation and was required to complete a driver alcohol education program in addition to the payment of assessed fines and fees. My probation was terminated following my completion of the probationary period, completion of the education program, and payment of the fines and fees.

Signed under the pains and penalties of perjury this 5TH day of
SEPTEMBER, 2023.



Elmer Melendez

Continuation Page

Application for a New License
Melendez Magana, Inc. (d/b/a Bandoleros)

6A. Interest In An Alcoholic Beverages License

<u>Name</u>	<u>License Type</u>	<u>License Name</u>	<u>Municipality</u>
Elmer Melendez	Section 12 Restaurant	Dario's Diner, Inc.	Fitchburg
Elmer Melendez	Section 12 Restaurant	Tacos Tequilas Inc.	Fitchburg
Delmy Magana	Section 12 Restaurant	Tacos Tequilas Inc.	Fitchburg
Elmer Melendez	Section 12 Restaurant	Mexican Grill, Inc.	Devens

6B. Previously Held Interest In An Alcoholic Beverages License

<u>Name</u>	<u>License Type</u>	<u>License Name</u>	<u>Municipality</u>
Elmer Melendez	Section 12 Restaurant	Melendez Magana, Inc.	Lunenburg

(N.B. – Melendez Magana, Inc. has ceased operations in Lunenburg and Certificate of Cancellation of Liquor License has been issued.)

Continuation Page

Application for a New License
Melendez Magana, Inc. (d/b/a Bandoleros)

10. Manager Application

C. Employment Information (Scott Sanford)

<u>Dates</u>	<u>Position</u>	<u>Employer</u>	<u>Supervisor</u>
1996 - 2019	President	Import Domestic Auto Centers, Inc. 317 Central Street Acton, MA	Scott Sanford
2014 - 2022	Beverage Director	Dario's Diner, Inc./ Dario's Ristorante 187 River Street Fitchburg, MA	Elmer Melendez
2019 - Present	Consultant	Scott Sanford 317 Central Street Acton, MA	Scott Sanford
2022 - Present	Beverage Director	Dario's On Main, Inc. 655 Main Street Fitchburg, MA	Elmer Melendez

ENTITY VOTE

The Board of Directors or LLC Managers of Entity Name
duly voted to apply to the Licensing Authority of and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

Name of Person

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

"VOTED: To appoint

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer /LLC Manager Signature

ELMER MELENDEZ, PRES.
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



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

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

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: [REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Melendez Magana Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 9/5/2023 9:43:19 AM EDT

Payment On Behalf Of

License Number or Business Name:
Melendez Magana, Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Steven

Last Name:
Vaillancourt

Address:
279 MAIN STREET

City:
Fitchburg

State:
MA

Zip Code:
01420-0000

Email Address:
andrew@vaillancourtlaw.com

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

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

ARTICLE I

The exact name of the corporation is:

Melendez Magana, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
common	200			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

9
P.C.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

None

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

See Attached Continuation Sheet five (5)

ARTICLE VI

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

See Continuation Sheet Six (6)

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

CONTINUATION SHEET FIVE

Restrictions on the Transfer of Stock

Section 1. *Voluntary Transfer.* (a) Any stockholder who desires to transfer all or any part of the stock owned by him without consideration, shall notify the corporation in writing, naming the proposed transferee and one arbitrator. The corporation may within thirty (30) days thereafter give written notice to the stockholder naming a second arbitrator. The two arbitrators so named shall within ten (10) days name a third. It shall then be the duty of the arbitrators to ascertain by majority vote within an additional thirty (30) days the fair market value of the stock. After the report of the arbitrators as to such value, the board of directors shall have an additional thirty (30) days within which to purchase such stock or to designate a person or persons to purchase the same or any specified part thereof at such value. Written notice of such determination shall be given to the stockholder within such thirty (30) day period. If the corporation shall not have exercised its rights under this paragraph, the stockholder may dispose of the same in the manner set out in his written notice within thirty (30) days after the expiration of the last thirty (30) day period. If the stockholder does not so dispose of such stock, all of the restrictions imposed herein shall apply to all of the stock owned by him.

(b) Any stockholder who desires to sell or otherwise transfer for consideration all or any part of the stock owned by him shall first make a written offer of such stock for sale to the corporation or to one or more purchasers to be designated by the board of directors acting on behalf of the corporation at the same price and upon the same terms offered to such stockholder by an identified bona fide prospective purchaser of such stock. The corporation shall have the option for a period of thirty (30) days following its receipt of such written offer to accept such offer by causing a written notice to be sent to such stockholder stating that the corporation itself will purchase such stock or stating the name or names of the purchaser or purchasers of such stock or specified part thereof designated by the board of directors. Such option shall terminate if the corporation shall have failed to exercise the same within such thirty (30) day period.

In the event that the corporation does not elect to exercise its options hereunder, the stockholder so desiring to sell all or any part of his stock shall have the right for a period ending on the Thirtieth (30th) day after the expiration of the aforesaid thirty (30) day option period to sell such stock to, and only to, the aforesaid bona fide prospective purchaser in the same quantity, at the same price, and upon the same terms as were

specified in the offer to the corporation or to the person or persons designated by the board of directors. Upon the expiration of such thirty (30) day period, if such stockholder has not sold such stock as provided herein, all of the restrictions imposed herein shall apply to all of the stock owned by the stockholder.

Section 2. *Involuntary Transfer.* Any person acquiring any shares of stock by the insolvency or bankruptcy of any stockholder, by the foreclosure of any

pledge or hypothecation, or by any other involuntary transfer of assignment, or by death, or otherwise by process of law, before being entitled to exercise any rights as a holder of such stock of the corporation, shall offer in writing all of such acquired shares to the corporation for purchase by it and deliver to the corporation together with such offer, (a) the certificate or certificates representing all of such shares of stock, (b) proper proof or authentication of such person's right to acquire such shares and to transfer the same, and (c) a stock power or powers duly executed in blank by such person. Such offer shall be made within thirty (30) days of such involuntary transfer and shall name one arbitrator.

The corporation may within thirty (30) days thereafter give written notice to the stockholder naming a second arbitrator. The two arbitrators so named shall within ten (10) days name a third. It shall then be the duty of the arbitrators to ascertain by majority vote within an additional thirty (30) days the fair market value of the stock. After the report of the arbitrators as to such value, the board of directors shall have an additional thirty (30) days within which to purchase such stock or to designate in writing a person or persons to purchase the same or any specified part thereof at such value. In the event that the corporation does not elect to exercise its option hereunder, the shares of stock so acquired shall be transferred on the books of the corporation into the name of the person acquiring the same and such stock shall thereafter be subject to all the restrictions imposed by this Article.

Section 3. *Miscellaneous*, No shares of stock shall be sold or transferred on the books of the corporation until the provisions contained herein have been complied with, but the board of directors may in any particular instance waive these requirements.

A pledge or hypothecation shall not be subject to this restriction, and prior to foreclosure no transfer of the shares pledged or hypothecated shall be made by the corporation on its books (except to any extent required by law). If the pledge or hypothecation shall be foreclosed, any such transfer shall be subject to this restriction.

The following statement shall be legibly stamped or endorsed upon each certificate of stock of the corporation now owned or hereafter acquired:

"This certificate is subject to and transferable on the books of the corporation only upon compliance with the provisions of the stock restriction provisions applicable thereto, a copy of which will be supplied to the holder of this certificate without charge upon written request to the clerk of the corporation."

Each stockholder shall surrender to the corporation all of the certificates of stock in the corporation now owned or hereafter acquired by him and the corporation shall

inscribe thereon the legend set forth in the preceding sentence and return said certificates to the stockholder.

Any decision of the corporation with respect to the exercise of any right of first refusal, option or offer to purchase shares under Sections 1 or 2 shall be made by vote of a majority in interest of the stockholders; provided, however, that a proposed transferor of shares under Section 1 or a person acquiring shares through an involuntary transfer described in Section 2 shall not be entitled to vote on such matter.

CONTINUATION SHEET SIX

SPECIAL PROVISIONS

ONE: All corporate powers of the Corporation shall be exercised by the Board of Directors except as otherwise provided by law. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, amend or repeal the By-Laws of the Corporation in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholders, and subject to the power of the stockholders to amend or repeal any By-Law adopted by the Board of Directors.

TWO: Meetings of the stockholders of the Corporation may be held anywhere within the United States.

THREE: The corporation may be a partner in any business enterprise which it would have power to conduct by itself.

FOUR: In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the directors of the Corporation are in any way interested in or connected with any other party to such contract or transaction or are themselves parties to such contract or transaction, provided that the interest in any such contract or transaction of any such director shall at the time be fully disclosed or otherwise known to the Board of Directors. Any director of the Corporation may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize such contract or transaction and may vote and act upon any matter, contract or transaction between the Corporation and any other person without regard to the fact that he is also a stockholder, director or officer of, or has any interest in, such other person with the same force and effect as if he were not such a stockholder, director or officer or not so interested. Any contract or other transaction of the Corporation or of the Board of Directors or of any committee thereof which shall be ratified by a majority of the holders of the issued and outstanding stock entitled to vote at any annual meeting or any special meeting called for that purpose shall be as valid and as binding as though ratified by every stockholder of the Corporation, provided, however, that any failure of the stockholders to approve or ratify such contract or other transaction, when and if submitted, shall not be deemed in any way to render the same invalid or deprive the directors and officers of their right to proceed with such contract or other transaction.

FIVE: No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided,

however, that the foregoing shall not eliminate or limit the liability of a director, to the extent that such liability is imposed by applicable law, (i) for a breach of the directors duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under applicable Sections of Massachusetts General Laws Chapter 156D, or (iv) for any transaction from which the director derived an improper personal benefit. The foregoing shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date upon which the foregoing became effective. No amendment or deletion of the foregoing provisions of this Paragraph FIVE which restricts or limits the limitations on liability provided thereunder to directors shall apply or be effective with respect to any actions and omissions of any director occurring prior to the date said amendment or deletion became effective.

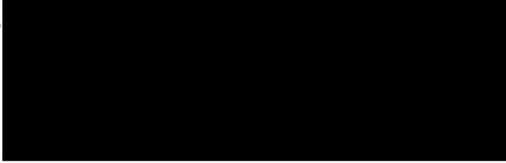

ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

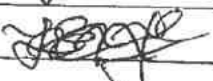
- a. The street address of the initial registered office of the corporation in the commonwealth:
52 Brook Lane, Gardner, MA 01440
- b. The name of its initial registered agent at its registered office: Elmer Melendez
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Elmer Melendez, 
 Treasurer: Enio Gonzalez, 
 Secretary: Elmer Melendez, 
 Director(s): Elmer Melendez, Enio Gonzalez

- d. The fiscal year end of the corporation: December 31
- e. A brief description of the type of business in which the corporation intends to engage: Operation and management of a restaurant and catering business.
- f. The street address of the principal office of the corporation:
310 Massachusetts Avenue, Lunenburg, MA 01462
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:
310 Massachusetts Avenue, Lunenburg, MA 01462
_____, which is
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this 22nd day of May, 2007 by the incorporator(s):

Signature: 

Name: Elmer Melendez

Address: 

3503

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

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

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 275 having been paid, said articles are deemed to have been filed with me this 23rd day of Nov, 2007, at 10:30 a.m./p.m. time

Effective date: _____
(must be within 90 days of date submitted)

William Francis Galvin
WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

1019803

MP
Examiner

MP
Name approval


Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION
Contact Information:

C

M

Elmer Melendez



Telephone: 978-413-3959

Email: _____

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

RECEIVED
JULY 23 10:37
CORPORATION DIVISION

D
PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Statement of Change of Supplemental Information Contained in Article VIII of Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02 and Section 8.45; 950 CMR 113.17)

(1) Exact name of the corporation: Melendez Magana, Inc.

(2) Current registered office address: 52 Brook Lane, Gardner, MA 01440
(number, street, city or town, state, zip code)

(3) The following supplemental information has changed:

(check appropriate box)

Names and addresses of the directors, president, treasurer and secretary (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Elmer Melendez

Treasurer: Elmer Melendez

Secretary: Delmy Magana

Director(s): Elmer Melendez; Scott Sanford


Fiscal year end: _____
(month, day)

Principal office address: 52 Brook Lane, Gardner, MA 01440
(number, street, city or town, state, zip code)

Type of business in which the corporation intends to engage:

Other:

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: _____

Signed by: 
(signature of authorized individual)

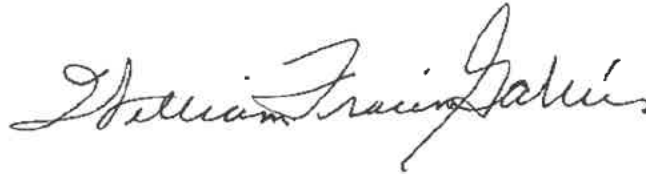
- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary.

on this FIRST day of JUNE, 2023

THE COMMONWEALTH OF MASSACHUSETTS

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

June 02, 2023 09:43 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
Town of Concord

Fee: \$40.00

Business Certificate

Certificate #: 2023-82
Issue date: 8/28/2023
Expiration date: 8/28/2030

In conformity with the provisions of Ch.110, §5 of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of:

Name of Business: Melendez Magana inc. DBA Banderos.
Nature of Business: Restaurant is conducted at
Location of Business: 195 Subbury Rd.

Please provide street address. List mailing address as well, if different.

by the following named persons:

- | | |
|--------------------------|----------------------|
| 1. <u>Elmer Melendez</u> | 1. <u>[Redacted]</u> |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |
| 4. _____ | 4. _____ |

* If a corporation is the owner, provide the corporate name and address, plus the name and title of the signing officer.

Sign below, only in the presence of a Notary Public or the Town Clerk.

- | | |
|-----------------------|----------|
| 1. <u>[Signature]</u> | 3. _____ |
| 2. _____ | 4. _____ |

State/Commonwealth of: Massachusetts Date: 8/28/23
Middlesex, ss.
 Personally appeared before me the above-named Elmer Melendez
 and made oath that the foregoing statements are true. Signed and sealed.
[Signature]
 Notary Public / Town Clerk My commission expires: _____

State/Commonwealth of: _____ Date: _____
 _____, ss.
 Personally appeared before me the above-named _____
 and made oath that the foregoing statements are true. Signed and sealed.

 Notary Public / Town Clerk My commission expires: _____

A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

(Town Seal)

[Signature]
Asst. Town Clerk



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Melendez Magana, Inc.	CITY/TOWN:	Concord
---	--	----------------	-----------------------	------------	---------

APPLICANT INFORMATION

LAST NAME:	Melendez	FIRST NAME:	Elmer	MIDDLE NAME:	O.			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	El Salvador					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Reyes	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	5	WEIGHT:	195	EYE COLOR:	Green
CURRENT ADDRESS:	[REDACTED]							
CITY/TOWN:								
FORMER ADDRESS:								
CITY/TOWN:	[REDACTED]							

PRINT AND SIGN

PRINTED NAME:	Elmer Melendez	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------	-------------------------------	--

NOTARY INFORMATION

On this 9-5-23 before me, the undersigned notary public, personally appeared Elmer Melendez
(name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



Steven M. Vallencourt
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 5, 2029

DIVISION USE ONLY

REQUESTED BY:	
	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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

MASSACHUSETTS
LIMITED-TERM

DRIVER'S
LICENSE



William J. Gillin REGISTRAR

[Signature]

1 MELENDEZ
2 ELMER OVIDIO

4a ISS 12/09/2022
4b EXP 06/30/2024
9 CLASS D
12 REST NONE

18 EYES HAZ
15 SEX M 16 HGT 5'-05"
5 DD 12/11/2022 Rev 02/22/2016

NONE

USA

228455870
762020801

www.mass.gov/rmv

MA 02/22/2016

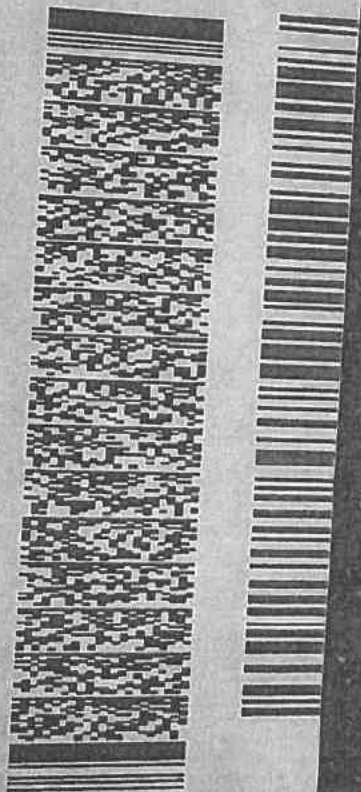
07/26/1972

CLASS -

D: Small vehicle less than
26,001 lbs, except school
bus.

ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE



CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INK.



Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
 CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: LICENSEE NAME: Melendez Magana, Inc. CITY/TOWN: Concord

APPLICANT INFORMATION

LAST NAME: Magana-Melendez FIRST NAME: Delmy MIDDLE NAME: M.
 MAIDEN NAME OR ALIAS (IF APPLICABLE): Magana PLACE OF BIRTH: El Salvador
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: Menendez DRIVER'S LICENSE #: STATE LIC. ISSUED: Massachusetts
 GENDER: FEMALE HEIGHT: 5 2 WEIGHT: 128 EYE COLOR: Brown
 CURRENT ADDRESS:
 CITY/TOWN:
 FORMER ADDRESS:
 CITY/TOWN:

PRINT AND SIGN

PRINTED NAME: Delmy M. Magana-Melendez APPLICANT/EMPLOYEE SIGNATURE: *Delmy M. Magana-Melendez*

NOTARY INFORMATION

On this 5th Day of September 23 before me, the undersigned notary public, personally appeared Delmy M. Magana-Melendez
 (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
 NOTARY

DIVISION USE ONLY

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



Steven M. Villancourt
 NOTARY PUBLIC
 Commonwealth of Massachusetts
 My Commission Expires
 October 5, 2023

MASSACHUSETTS
LIMITED-TERM

**DRIVER'S
LICENSE**



4a ISS
12/09/2022

4b EXP
06/30/2024

9 CLASS, 12 REST
D NONE

1 **MAGANA-MELENDEZ**
2 **DELMY MARLENE**

A handwritten signature in cursive, appearing to read 'Delmy Marlene'.

18 EYES BRO

15 SEX F 16 HGT 5'-02"

5 DD 12/11/2022 Rev 02/22/2016

2345488
040030601



www.mass.gov/rmv

MA 02/22/2016

08/04/1975

CLASS -

D: Small vehicle less than
26,001 lbs, except school
bus.



ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE

CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INK.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Melendez Magana, Inc.	CITY/TOWN:	Concord
---	--	----------------	-----------------------	------------	---------

APPLICANT INFORMATION

LAST NAME:	Sanford	FIRST NAME:	Scott	MIDDLE NAME:	William			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Marlborough, MA					
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Richards	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	6	5	WEIGHT:	230	EYE COLOR:	Brown
CURRENT ADDRESS:	[REDACTED]							
CITY/TOWN:	[REDACTED]							
FORMER ADDRESS:	[REDACTED]							
CITY/TOWN:	[REDACTED]							

PRINT AND SIGN

PRINTED NAME:	Scott Sanford	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

NOTARY INFORMATION

On this 9-5-23 before me, the undersigned notary public, personally appeared Scott Sanford
(name of document signer), proved to me through satisfactory evidence of identification, which were Drivers License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



Steven M. Vallancourt
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 5, 2029

DIVISION USE ONLY

REQUESTED BY:	
	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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

MASSACHUSETTS DRIVER'S LICENSE
NOT FOR FEDERAL ID

07/07/2020
08/19/2025
NONE

Over 21

SANFORD
SCOTT W

Scott W Sanford

1 EYES BRO
1 SEX M HGT 5'-04"
1 DO 07/14/2020 POB 02022-10

01000001
03030001

www.mass.gov/rmv
MA 02022-10

CLASS -
D Small vehicle less than
26,001 lbs, except school
bus.

RESTRICTIONS -
NONE

ENDORSEMENTS -
NONE

CHANGE OF ADDRESS, PRINT BELOW PERMANENT ONLY

September 5, 2023

Elmer O Melendez



Account Verification Information

Name: **Elmer O Melendez**

Usual:

Address:



Birth Date:

City of Birth:

ID Verification:

Security Inform

BSA Risk Code:

Class:

Branch:

Addr Chg:

Chg Days:

Member Since:

6/8/2007

Status:

Active

Accounts | Certificates | Deposits | Loans | Services



Member Notifications

Primary Secondary External All

Account	Class	Current	Available	Ale...	No...	(
CK - 0007028...	110 - High-Interest Checking ...	\$7,692.40	\$7,692.40			
CK - 0000785...	150 - Business Checking Acco...	\$73,672.81	\$73,672.81			
CK - 0007024...	150 - Business Checking Acco...	\$20,670.10	\$20,670.10			
CK - 0007024...	150 - Business Checking Acco...	\$47,098.42	\$47,098.42			
CK - 0007024...	150 - Business Checking Acco...	\$54,719.57	\$52,119.57			
CK - 0007030...	150 - Business Checking Acco...	\$54,865.15	\$54,865.15			
SV - 0007009...	200 - Statement Share Savings	\$44,163.71	\$44,158.71	1		
SV - 0007023...	250 - Business Share Savings	\$31.05	\$31.05			
SV - 0007024...	250 - Business Share Savings	\$513.10	\$508.10	1		
SV - 0007024...	250 - Business Share Savings	\$3,662.62	\$3,662.62			



WORKERS
CREDIT UNION

Banking that works.

SV - 0007024...	250 - Business Share Savings	\$1,149.65	\$1,144.65	1
SV - 0007030...	255 - Business SaveUp Savings	\$525.20	\$520.20	1

If you have any questions regarding this information please contact Workers Credit Union at 978-345-1021

Sincerely,



Tiffany LaFleur

AVP Branch Lead

Fitchburg Branch



WORKERS
CREDIT UNION

Banking that works.

119 Russell Street, Littleton, MA 01460 | workerscu.com

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ATTACHMENTS:

- EXHIBIT A: Site Plan
- EXHIBIT B: Exclusives and Restrictions
- EXHIBIT C: Landlord’s Work
- EXHIBIT D: Pylon Signage
- EXHIBIT D-1: Tenant Sign Criteria
- EXHIBIT E: Personal Guaranty Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of May 15, 2023 (the “Effective Date”), by and between The Stop & Shop Supermarket Company LLC, a Delaware limited liability company (hereinafter “Landlord”), and Melendez Magana, Inc., a Massachusetts corporation (hereinafter “Tenant”).

FOR VALUABLE CONSIDERATION, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1. **PREMISES:** Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions of this Lease, the premises, consisting of approximately 3,525 square feet of building area (the “Premises”) located within Landlord’s shopping center, Crosby’s Marketplace, at 195 Sudbury Road, Concord, Massachusetts 01742 (the “Shopping Center”), as shown on the site plan attached hereto as Exhibit A (“Site Plan”). Tenant shall also have the right, in common with others, to use the parking areas, driveways, and sidewalks of the Shopping Center as the same exist from time to time. Tenant acknowledges that the Site Plan is attached for the sole purpose of showing the location of the Premises. The Site Plan may not accurately depict the Shopping Center as it currently exists and shall not be construed to restrict or require future alterations or improvements to the Shopping Center by Landlord. Landlord reserves the use of the roof and exterior walls and the right from time to time to install, maintain, use, repair, place and replace utility lines, pipes, ducts, conduits and wires in the Premises (in locations which shall not materially interfere with Tenant’s use thereof) to serve other parts of or premises in the Shopping Center.

2. **PERMITTED USE:** (a) Tenant agrees to use and occupy the Premises solely for the operation of a Mexican restaurant similar to other Bandoleros Mexican Grill locations, including sales of alcoholic beverages for on-site consumption only, operating under the trade name *Bandoleros Mexican Grill Concord*, and for no other purpose whatsoever. Tenant acknowledges Landlord’s need to determine, in its sole discretion, all retail uses and operators within the Shopping Center, and agrees that no change in use of the Premises shall be permitted under any circumstances. Tenant further agrees that it shall not change its legal name or trade name without Landlord’s prior written consent, which consent shall not be unreasonably withheld. Tenant’s use of the Premises shall be subject to all other exclusives and restrictions in effect at the Shopping Center as of the Effective Date and all matters of record, including, without limitation, those listed on the attached Exhibit B.

(b) In recognition of the fact that Tenant and Landlord will each receive significant value from the operation of Tenant’s businesses within the Shopping Center, Tenant covenants and agrees that, for the period commencing with the Effective Date and continuing for the full Lease Term, neither Tenant nor any business organization affiliated with it will operate, either directly or indirectly, another location for the operation of a Mexican restaurant of any kind, nature or description within a reasonable area of the Premises, without the prior written consent of Landlord. Tenant acknowledges that the area within a circle having as its center the Premises and a radius of three (3) miles is a reasonable area for this purpose.

3. **LEASE TERM:** (a) The term of this Lease (as it may be extended, the “Lease Term”) shall commence on the later to occur of (i) the Effective Date or (ii) the date that Tenant receives the Liquor License (as defined below) (the “Lease Commencement Date”) and shall expire and terminate at 11:59 P.M. on July 31, 2033. As used herein, the term “Lease Year” shall mean each period of twelve calendar months during the base term, except if the Rent Commencement Date does not fall on the first day of the month, then the first Lease Year shall include the first partial month plus the next twelve full months.

(b) This Lease is subject to Tenant securing at its sole cost and expense from the applicable governmental authority a liquor license (the “Liquor License”) for a full-service bar in the Premises serving alcoholic beverages. Tenant must apply for the Liquor License within ten (10) days of the Effective Date of the Lease and shall promptly notify the Landlord upon receipt thereof. Not later than one hundred twenty (120) days following the Effective Date of the Lease (“Liquor License Date”), Tenant shall obtain approval for the Liquor License. Tenant shall use diligent, good faith efforts to obtain the Liquor License and in the event that the Liquor License is not obtained by the Liquor License Date, Tenant shall have the right to terminate this Lease upon written notice to Landlord given not later than the Liquor License Date in which event both Landlord and Tenant shall be released from any liability or obligation under this Lease, except for any obligations

specifically set forth in the Lease that would remain in effect after the termination date of the Lease. In the event the Lease is terminated pursuant to this Section 3(b), Tenant shall be entitled to a full refund and return of all funds deposited with Landlord, including the Security Deposit and payment applicable to the first month of the Lease Term. Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval of, the Premises for Tenant's intended use.

4. **RENT COMMENCEMENT:** Payment of Base Rent and Additional Rent as specified below (collectively "**Rent**") shall commence upon the date (the "**Rent Commencement Date**") that is one hundred eighty (180) days after the Lease Commencement Date. Base Rent and Additional Rent in the amount of \$7,672.75 shall be prepaid by Tenant upon Tenant's execution of this Lease and shall be credited to the first installment of Rent when due. Tenant shall pay all Rent at Landlord's Rental Payment Address set forth on the execution page of this Lease, or as hereafter directed by Landlord, without any notice or previous demand, and without any setoff or deduction whatsoever.

5. **BASE RENT:** Tenant shall pay to Landlord annual base rent ("**Base Rent**"), without offset or deduction, at the following annual rates, payable in monthly installments made in advance on the first day of each and every calendar month throughout the Lease Term (Rent for the first partial month of the Lease Term, if any, shall be pro-rated and paid at the first Lease Year's rate):

<u>Term</u>	<u>Annual Base Rent</u>	<u>Monthly Payment</u>
Rent Commencement Date – June 30, 2024	\$74,025.00	\$6,168.75
July 1, 2024 – June 30, 2025	\$74,025.00	\$6,168.75
July 1, 2025 – June 30, 2026	\$77,550.00	\$6,462.50
July 1, 2026 – June 30, 2027	\$77,550.00	\$6,462.50
July 1, 2027 – June 30, 2028	\$81,075.00	\$6,756.25
July 1, 2028 – June 30, 2029	\$81,075.00	\$6,756.25
July 1, 2029 – June 30, 2030	\$84,600.00	\$7,050.00
July 1, 2030 – June 30, 2031	\$84,600.00	\$7,050.00
July 1, 2031 – June 30, 2032	\$88,125.00	\$7,343.75
July 1, 2032 – July 31, 2033	\$88,125.00	\$7,343.75

6. **ADDITIONAL RENT:** (a) Tenant shall pay to Landlord as additional rent all charges and expenses specifically designated as "Additional Rent" herein and all other sums, charges and expenses payable by Tenant under this Lease (collectively, "**Additional Rent**"). Additional Rent shall include, and Tenant shall pay to Landlord with each monthly installment of Base Rent, Tenant's Pro-Rata Share of the following expenses incurred by Landlord together with Tenant's Insurance Contribution, defined in Section 6(b) below, collectively "**Operating Costs**": (i) Landlord's CAM Costs, pursuant to Section 17 below; and (ii) Landlord's Real Estate Taxes, pursuant to Section 19 below. "**Tenant's Pro-Rata Share**" shall be a fraction equal to the floor area of the Premises as set forth above divided by the total leasable floor area of the buildings existing from time to time within the Shopping Center as reasonably determined by Landlord. Tenant's Pro-Rata Share of Operating Costs is currently estimated to be \$4.81 per square foot per year (CAM: \$2.93/sf; and Real Estate Taxes: \$1.88/sf). In addition to Tenant's Insurance Contribution set forth in Section 6(b) below (\$91.06/month), Tenant shall initially pay to Landlord an estimated monthly amount of \$1,412.94 (CAM: \$860.69; Real Estate Taxes: \$552.25) toward Tenant's actual share of the Operating Costs. Landlord may adjust the monthly amount at the beginning of each accounting period (which may be Landlord's fiscal year or as Landlord otherwise determines) ("**Accounting Period**") based on each previous Accounting Period's Operating Costs and any additional Operating Costs that Landlord reasonably expects to incur. Within

thirty (30) days following the end of each Accounting Period, Landlord shall furnish to Tenant a statement showing in reasonable detail the information necessary to determine Tenant's Pro-Rata Share of Landlord's actual Operating Costs (provided that delay shall not excuse Tenant's payment obligation). Tenant shall pay Landlord, within ten (10) days after receipt of Landlord's annual statement, the amount by which Tenant's Pro-Rata Share of the actual Operating Costs exceeds Tenant's estimated monthly payments for the preceding Accounting Period, or Landlord shall promptly credit any overpayment to Tenant, as the case may be.

(b) In addition to the foregoing, and in addition to the insurance coverages required to be maintained by Tenant under this Lease, as a further component of the Operating Costs set forth in Section 6(a) above, Tenant shall pay to Landlord a contribution to the costs incurred by Landlord for liability, personal injury, property damage, fire, casualty, extended coverage and other insurance premiums and costs relating to all buildings and common areas in the Shopping Center pursuant to Section 18 below ("**Tenant's Insurance Contribution**"). Tenant's Insurance Contribution shall be payable in equal monthly installments initially of \$91.06, and pro rata for any partial month, on the basis of a thirty (30) day month. Tenant's Insurance Contribution monthly payments shall be made on the days fixed for the payment of installments of Base Rent, except that the payment for the partial month (if any) beginning with the Rent Commencement Date shall be prorated and paid in advance on that date. Tenant hereby acknowledges that Tenant's Insurance Contribution shall automatically increase by five percent (5%) on every fifth (5th) anniversary of the Rent Commencement Date.

(c) Provision of Back-up Information. At any time within sixty (60) days after Landlord delivers Landlord's Operating Costs to Tenant, Tenant may (at Tenant's expense) ask Landlord to provide reasonable supporting documentation of Landlord's Operating Costs; provided, however, Landlord shall not be required to prepare or request any third party to prepare any documentation that has not previously been provided to Landlord. Such right shall be: (i) exercisable upon reasonable advance notice to Landlord and at reasonable times during Landlord's business hours; (ii) exercisable only during the 60-day period following Tenant's receipt of Landlord's statement of the actual amount of Landlord's Operating Costs for the applicable calendar year; (iii) limited to the immediately previous calendar year only, and (iv) exercisable not more than once each calendar year.

7. PERCENTAGE RENT/SALES REPORTS: Tenant is not required to pay percentage rent on its sales and all references to "Percentage Rent" in this Lease shall be of no effect. Nonetheless, Tenant agrees to deliver to Landlord statements of Tenant's "Gross Sales" from the Premises, on an annual basis, and to keep records and permit audits in accordance with the following:

(i) Annual reports shall be signed and certified by an officer of Tenant as a complete and accurate report of the Gross Sales for the preceding Sales Year and shall be delivered within sixty (60) days following the end of each Sales Year.

(ii) "**Gross Sales**" shall mean all receipts, whether for cash, credit or through use of gift cards, from all sales, rentals, and services made or rendered at or from the Premises, including from internet, catalog, and similar orders filled or delivered from the Premises, and from orders made or taken on the Premises and filled or delivered from another location; provided that "Gross Sales" shall exclude refunds and credits to customers for merchandise returned or exchanged; the amounts of checks or credit previously included in Gross Sales for which payment has been denied; and sales or excise taxes collected from customers and paid to a governmental taxing authority.

(iii) "**Sales Year**" shall mean each period of 52 or 53 consecutive weeks (as the case may be) which commences at the close of business on the Saturday which falls closest to December 31 of any year during the Lease Term and ends at the close of business on the Saturday which falls closest to December 31 of the next year; provided that the first Sales Year shall begin on the Rent Commencement Date and the last Sales Year shall end on the expiration or termination date of this Lease.

(iv) Tenant agrees to permit Landlord or its representative at any time within three (3) years after the close of each Sales Year to examine Tenant's records of its Gross Sales for such Sales Year. Such examination shall be conducted at the Premises or at Tenant's principal office as designated by Tenant.

8. SECURITY DEPOSIT: (a) Upon execution of this Lease, Tenant shall pay Landlord the amount of \$7,672.75, which shall be held as a security deposit (the "**Security Deposit**") by Landlord without interest and which may be commingled with any other funds of Landlord, for application as follows: Landlord may deduct from the Security Deposit any lost income

or expense incurred by Landlord in connection with Tenant's failure to perform or observe any obligation of this Lease, and such deduction shall be effected immediately without notice upon the occurrence of any such failure. Tenant may not use the Security Deposit for the payment of Rent. Within ninety (90) days after Tenant vacates the Premises at the end of the Lease Term, Landlord shall pay Tenant the balance of the Security Deposit after making all such deductions, including, but not limited to, any costs to repair any damage for which Tenant is responsible or to restore the Premises to the condition required under Section 42 below.

(b) As further security for the performance of Tenant's obligations under this Lease, Tenant hereby grants to Landlord a security interest in all of Tenant's inventory, furniture, fixtures, and equipment located at and used in connection with the Premises. Tenant authorizes and appoints Landlord as Tenant's attorney-in-fact to complete, execute, and file in Tenant's name all financing statements, including continuations and amendments thereto, that may be necessary or proper to perfect such security interest. Upon Tenant's default under this Lease, Landlord shall be entitled, in addition to any other rights and remedies available to Landlord, to exercise all rights granted to a secured party under the Uniform Commercial Code in effect for the state in which the Shopping Center is located. Such security interest shall survive the termination of this Lease if Tenant is in default at that time; otherwise, Landlord shall release such security interest upon satisfaction of Tenant's obligations. Notwithstanding the foregoing, Landlord agrees to subordinate the foregoing security interest, and any financing statements and liens securing the same, to the security interest or lien of any bona fide lender that finances Tenant's purchase of such assets.

9. **DELIVERY OF POSSESSION:** Except for Landlord's Work (as defined below), Landlord is not required to make any improvements to the Premises unless otherwise stated in this Lease. Tenant has inspected the Premises and agrees, upon the Lease Commencement Date of this Lease, to accept delivery of the Premises "as is" and without warranty or representation by Landlord, express or implied, as to its condition or repair, except as explicitly provided to the contrary herein. Tenant agrees to inspect the HVAC Unit (as defined below) within ten (10) days from the date Landlord notifies Tenant that it has completed the Landlord's Work as set forth in Section 11 herein (the "**Inspection Period**"). Upon (a) such inspection and acceptance of the HVAC Unit by Tenant or (b) Tenant's failure to inspect the HVAC Unit and notify Landlord of any issues prior to the expiration of the Inspection Period, Tenant shall accept (or be deemed to have accepted) delivery of the HVAC Unit "as is," without warranty or representation by Landlord, express or implied, as to its condition or repair.

10. **UTILITIES AND SERVICES:** From the Lease Commencement Date, during the Lease Term Tenant shall arrange for all lighting, water, sewer, gas, electrical, communications, trash removal, and other utilities and services required for its use of the Premises, and shall promptly pay all charges and fees therefor when the same are due. Landlord shall have the right to designate and change energy utility providers for the Shopping Center, as well as to install a submeter for utilities at the Premises (at Tenant's sole cost and expense), all in Landlord's sole discretion. Landlord shall not be responsible for any utilities or services used by Tenant. In the event Landlord shall pay for, supply, or maintain any utilities or services on behalf of Tenant, then Tenant shall reimburse Landlord therefor immediately upon demand. Landlord shall not be liable to Tenant for any interruption, reduction or delay in any of Tenant's utilities or services.

11. **LANDLORD'S WORK:** Landlord shall perform that work as detailed on the attached **Exhibit C** ("**Landlord's Work**"). Tenant acknowledges that Landlord's Work (a) will not be commenced prior to the Lease Commencement Date and (b) may not be completed prior to the date Tenant opens for business. Landlord and Tenant agree that Landlord's Work may be performed concurrently with Tenant's Work and, upon advance notice to Tenant, during and after Tenant's Operating Hours (as hereinafter defined) after Tenant opens for business. Tenant agrees that Landlord may, upon prior reasonable advance notice to Tenant, be in the Premises concurrently with Tenant (during completion of the Tenant's Work) and with Tenant's customers (during Tenant's Operating Hours).

12. **TENANT'S CONSTRUCTION:**

(a) **Tenant's Work.** Tenant shall, at its sole cost and expense and in accordance with plans approved by Landlord, upfit and install in the Premises such improvements as are necessary for Tenant's use of the Premises and prepare the Premises for the opening of Tenant's business ("**Tenant's Work**"). All improvements to the Premises, excluding Tenant's trade fixtures and equipment, shall at Landlord's option become the property of Landlord upon termination of this Lease. Within thirty (30) days after the Effective Date, Tenant shall submit to Landlord all plans and specifications for Tenant's Work and for any signs permitted under Section 13 below ("**Tenant's Upfit Drawings**"); and Landlord shall either approve or reject the same within fourteen (14) days after receipt. Any failure to respond within such 14-day period shall be deemed a rejection.

If Landlord rejects Tenant's Upfit Drawings, Tenant shall submit revised plans that adequately address Landlord's concerns within ten (10) days after such rejection. Landlord's approval of Tenant's Upfit Drawings: (i) shall be for Landlord's own limited purpose; (ii) shall not constitute a representation that the same comply with building codes, are adequate for Tenant's intended use of the Premises, or are compatible with the building's structure or systems; and (iii) shall not relieve Tenant in any way of its responsibility for the design of its work. Subject to the forgoing, and provided Landlord has approved in writing Tenant's Upfit Drawings, Tenant shall upon delivery of possession of the Premises, at its sole expense, promptly commence and diligently complete Tenant's Work in a good and workmanlike manner, without unreasonable interference to any other occupant of the Shopping Center, in strict conformity with Tenant's Upfit Drawings, in compliance with all required licenses, permits and other governmental approvals, and in accordance with all applicable laws, regulations and ordinances. Tenant shall obtain all building permits necessary for Tenant's Work and shall provide Landlord with copies of all building permits and Tenant's certificates of occupancy promptly upon their receipt. Tenant shall not allow any liens to be filed against the Premises, Landlord or the Shopping Center; and within thirty (30) days after completion of its work, Tenant shall provide Landlord with copies of lien waivers for each contractor, subcontractor or supplier who provided services or materials to the Premises. Tenant's Work shall be completed prior to the Rent Commencement Date so that Tenant may open for business in the Premises on that date. Notwithstanding any of the foregoing, Tenant shall be responsible for payment of Base Rent beginning on the Rent Commencement Date regardless of whether or not Tenant's Work is completed. Notwithstanding anything to the contrary set forth above, Tenant agrees to complete Tenant's Work and open the Premises for business within two hundred forty (240) days after the Lease Commencement Date.

(b) Contractor Requirements. All contractors and subcontractors must have substantial experience performing work in commercial buildings and must be properly licensed and be duly qualified to do business in the state in which the Shopping Center is located. Tenant shall provide a copy of its general contractor's license and insurance certificate to Landlord prior to commencement of Tenant's Work. Tenant shall require its contractors (and their subcontractors) performing work at the Premises to maintain, at no expense to Landlord, the following insurance coverages with no deductibles in excess of \$5,000: (i) Commercial General Liability Insurance, including independent contractor's liability coverage, contractual liability coverage, products and completed operations coverage, and an ISO Broad Form property damage endorsement and contractor's protective liability coverage, to afford protection, with limits for each occurrence, of not less than One Million Dollars (\$1,000,000.00); with respect to property damage, bodily injury or death, combined single limit of Two Million Dollars (\$2,000,000.00) general aggregate, such insurance policy not written on a "claims made" form; (ii) Comprehensive Automobile Liability Insurance for owned, non-owned and hired vehicles with limits for each occurrence of not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury or death and Three Hundred Thousand Dollars (\$300,000.00) with respect to property damage; and (iii) Worker's Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws and Employers' Liability Insurance which limit shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00) per accident for bodily injury and One Million Dollars (\$1,000,000.00) per employee/aggregate for disease.

(c) Tenant's Work shall be performed by such union contractor(s), or by such other contractor(s), as Tenant may select, so long as the use of any contractor who is not a union contractor does not result in a labor dispute. If the use of such contractor does result in a labor dispute, Tenant shall terminate the use of any such contractor forthwith. Notwithstanding the foregoing, however, any work affecting any roofing component of the Premises (or the building of which they are a part) shall be done at Tenant's risk and expense by a roofing contractor designated by Landlord.

(d) Grease Trap. In consultation with Landlord, Tenant agrees to install, as part of Tenant's Work, grease traps, grease storage facilities, grease interceptors, and similar equipment adequate to serve Tenant's restaurant use of the Premises (collectively, "**Grease Traps**"). During the Lease Term, Tenant shall be solely responsible for the cost and expense of cleaning and maintaining the Grease Traps. Prior to opening for business, Tenant shall enter into a preventive maintenance/service contract with a maintenance contractor licensed in the state in which the Shopping Center is located and acceptable to Landlord, for maintaining and servicing the Grease Traps. The Grease Trap maintenance contract shall require inspection and service at least once per year. Upon request, Tenant shall furnish Landlord with evidence that the Grease Trap maintenance contract is in effect; otherwise, Landlord shall have the right, in its sole discretion, to enter into such a contract and charge Tenant the cost thereof on a monthly basis as Additional Rent. Not more than thirty (30) days preceding re-delivery of the Premises to Landlord, Tenant shall have the Grease Trap system serviced to ensure proper functioning and shall furnish Landlord satisfactory proof thereof upon request. Tenant shall be solely responsible for clean-up and damages to the Premises, the Shopping Center or any other tenant's space in the Shopping Center Should in the event of any failure, overflow or back-up from Tenant's Grease Traps.

(c) Hood and Vent. Tenant agrees to install, as part of Tenant's Work, a hood and vent stack system adequate to serve Tenant's restaurant use of the Premises. Such system shall include (i) a fire extinguishing system in the hood and vent stack approved by the local fire insurance rating organization, and (ii) a grease-proofing system designed to intercept and prevent grease from being exhausted from the roof fan. During the Lease Term, Tenant shall keep such hood and vent stack system in good working order and repair and regularly serviced under a maintenance agreement, as may be required by such fire insurance rating organization. Tenant shall additionally provide annual cleaning of the hood and vent stack system by a reputable contractor and annual cleaning of the ceiling tiles and grid in the Premises.

13. SIGNS: Subject to Landlord's approval, Tenant shall have the right to install and maintain one fascia sign, without variance, on the building in front of the Premises, using the common design, size, location, and features of existing tenant signs. Subject to availability and Landlord's approval in Landlord's sole discretion, Tenant may additionally install and maintain a sign panel with dual-sided exposure on the existing pylon sign for the Shopping Center in the panel location shown on Exhibit D; provided Tenant shall (i) conform its name panel to Landlord's design criteria, (ii) install, maintain and promptly repair its panel at its sole expense, (iii) pay as Additional Rent a proportionate share of Landlord's cost of maintaining and illuminating the pylon sign, and (iv) remove its name panel and replace it with a blank panel immediately upon termination of this Lease. All of Tenant's signage shall conform to municipal regulations and to Landlord's signage criteria attached hereto as Exhibit D-1 ("Tenant Sign Criteria") and shall be approved by Landlord in advance of installation. Tenant shall not install or maintain any other signs or advertising devices on the exterior of the Premises or in the windows of the Premises which are visible from outside the Premises without first obtaining Landlord's prior written consent. Tenant shall repair, maintain, and replace any sign approved by Landlord. Any sign installed without Landlord's consent may be removed by Landlord at any time at Tenant's expense. Tenant shall repair and restore all building surfaces to their original condition when installing or removing any sign.

14. CONDUCT OF BUSINESS. Tenant shall obtain all permits and licenses necessary for Tenant's use of the Premises and shall open for business promptly upon completion of its upfit work (and shall notify Landlord of its opening date as provided in Section 4 above). If Tenant fails to open for business, fully fixtured, stocked and staffed, within two hundred and forty (240) days after the Lease Commencement Date (subject to Force Majeure as provided in Section 37 below), then Landlord shall have the option, in its sole discretion and in addition to any other rights and remedies Landlord may have under this Lease and at law, to either: (i) terminate this Lease; or (ii) not terminate this Lease and collect from Tenant two times (2x) the amount of Base Rent and Additional Rent payable under this Lease each month until such time as Tenant opens for business in accordance with the provisions hereof. Tenant acknowledges the harmful effects that a vacant store may have on the Shopping Center and agrees that after opening Tenant shall remain open for business with the public on a continuous basis, without interruption, during normal business days and Operating Hours throughout the Lease Term. As used herein, the term "Operating Hours" shall mean from 9:00 a.m. until 12:00 a.m., Monday through Saturday, and on Sunday from 11:00 a.m. until 11:00 p.m., excepting holidays.

15. INDEMNITY AND INSURANCE: Without limiting any provisions hereof, each party agrees to (a) defend, indemnify and hold harmless each other their its corporate affiliates and parent (together with their officers, directors, employees and agents) from and against all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including attorneys' and professionals' fees incurred), which may arise from, grow out of, or be attributable to, the other parties agents', servants', contractors', employees' or invitees') possession, use, occupation or control of the Premises, (ii) any injury to, or death of, any person or persons, or damage to any property while on or about the Premises or the sidewalks adjacent thereto (except to the extent caused by Landlord's negligence), or (iii) any negligence, act or default of Tenant or its agents, servants, employees, invitees or contractors. This paragraph shall survive the expiration or termination of this Lease.

(b) Tenant shall keep in force at all times during the Lease Term, at Tenant's expense, the following insurance coverages with respect to the Premises and Tenant's use thereof:

- (1) Commercial General Liability Insurance, insuring Landlord and Tenant against injury to persons or damage to property as herein provided, and including without limitation, contractual coverage for the indemnity in paragraph (a) above. Said policy shall be written on an occurrence basis and shall have a combined single limit coverage of not less than Three Million Dollars (\$3,000,000.00) for injury to, or death of, one or more persons in a single accident or occurrence, and property damage coverage of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). If the use of the Premises includes the sale of alcoholic beverages, the Tenant also shall

maintain with respect to the Premises insurance coverage for employer's liability, host liquor liability, liquor liability, and so-called "dram shop" liability coverage with a single limit of not less than \$3,000,000.00 per occurrence.

- (2) All-Risk Property Insurance, including without limitation vandalism and malicious mischief, to the extent of 100% of the replacement value of all furnishings, trade fixtures, leasehold improvements, equipment, merchandise and other personal property from time to time situated on the Premises, the proceeds of which shall be payable to Landlord and held in trust and used only for the repair or replacement of the improvements, fixtures and property so insured; provided, however, that if this Lease is terminated due to fire or other casualty at or about the Premises in accordance with the terms of this Lease, the proceeds of such insurance policy shall be paid to Tenant.
- (3) Comprehensive Automobile Liability Insurance for owned, non-owned and hired vehicles with limits for each occurrence of not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury or death and Three Hundred Thousand Dollars (\$300,000.00) with respect to property damage. Notwithstanding anything contained herein to the contrary, the foregoing limits of coverage may also be met through umbrella insurance policies so long as the underlying coverages required under the umbrella policies are continuously maintained.
- (4) Workers' Compensation, with limits of no less than the statutory limits of the State in which the Premises are located, and Employer's Liability Insurance, with limits of One Million Dollars (\$1,000,000.00).
- (5) If the Premises contains a boiler or other pressure vessel which, by law, is subject to periodic inspection, boiler insurance written on a "broad form" basis in an amount not less than \$500,000.00.
- (6) Rental value or business interruption insurance in an amount not less than the total of one year's Base and Additional Rent.
- (7) Plate Glass Insurance.

Such policies shall name Landlord, and any mortgagee, underlying landlord or other party designated by Landlord, as an additional insured, and shall be written as primary policies and not entitled to contribution from any policies carried by Landlord. Such policies shall contain no deductible in excess of Five Thousand Dollars (\$5,000), except with Landlord's consent. All of Tenant's insurance shall be provided by insurance companies that (i) have and maintain a rating of A.M. Best A-, VII or better, and (ii) are qualified to do business in the state in which the Shopping Center is located, and shall, to the extent obtainable, provide that the policies may not be materially changed or cancelled without at least thirty (30) days prior written notice to Landlord. Tenant shall furnish satisfactory evidence of such insurance prior to Tenant's occupancy, upon any renewal of such insurance, and at other times upon request from Landlord.

16. TENANT'S REPAIRS, MAINTENANCE AND COMPLIANCE: Tenant shall throughout the Lease Term at its expense: (a) comply with all laws, orders, rules, codes, ordinances, and requirements of governmental authorities, insurance carriers, and similar groups respecting use of the Premises; (b) maintain the Premises in good condition and repair, including making all necessary repairs and replacements to the ceilings, walls, floors, store lobbies, windows, doors and frames of the Premises, and to the electric, plumbing, and heating and air conditioning systems (except as otherwise provided herein), and to other equipment and fixtures within the Premises; (c) keep the Premises in a neat, clean, safe, and sanitary condition, free of all refuse; (d) keep the exterior sidewalks, entrances, loading areas, and dumpster areas adjacent to the Premises clean and free from trash, debris, snow and ice (using means approved by Landlord); (e) replace promptly all damaged windows, glass, doors, frames and hardware in the Premises; (f) notify Landlord promptly when there are conditions that need repair and are Landlord's responsibility; (g) contract for pest control for the Premises if needed in Landlord's determination; (h) repair any damage to the Premises or Shopping Center caused by any act or neglect by Tenant or its employees, agents, contractors, or invitees; (i) maintain an appropriate number of fire extinguishers in the Premises; and (j) maintain trash removal with a reputable trash hauler. At no time shall any unauthorized vendor access the roof of the Premises for any reason without Landlord's prior written consent.

Tenant expressly acknowledges that upon completion of the HVAC Work (as defined in Exhibit C attached hereto), the heating, ventilation and air conditioning system for the Premises (the "HVAC Unit") will be in its "as is" condition. At any

time during the Lease Term, Tenant will notify Landlord within five (5) days if the HVAC Unit is not in good working order and condition. Tenant shall throughout the Lease Term, at its sole cost and expense, be responsible for the maintenance, repair and replacement of the HVAC Unit, including without limitation preventive maintenance recommended by the manufacturer and all parts replacement recommended by a reputable service company. Tenant shall maintain a quarterly HVAC service contract. Upon request from Landlord, Tenant shall provide Landlord with copies of any HVAC service contract and HVAC service slips.

17. LANDLORD'S REPAIRS, MAINTENANCE AND OPERATION:

(a) Landlord shall maintain and repair the parking and landscaped areas of the Shopping Center, and the structural walls, roof, and exterior portions of the building of which the Premises are a part; provided that if any repairs are required due to the act or neglect of Tenant or its employees, guests, contractors or invitees, then the cost of such repairs shall be Tenant's responsibility, and Tenant shall reimburse Landlord therefor on demand. Any obligation or service that is not specifically designated as Landlord's responsibility under this Lease shall be the strict and absolute responsibility of Tenant.

(b) Tenant agrees to reimburse Landlord for Tenant's Pro-Rata Share of Landlord's gross common area maintenance and operating costs (collectively "**CAM Costs**") as Additional Rent in accordance with Section 6 above and as follows: CAM Costs shall be determined for each Accounting Period for the maintenance, replacement, repair and operation of the common areas and facilities of the Shopping Center, including, without limitation for lawn care and landscaping; paving, patching and striping the parking lot; exterior painting; repairs to curbing, sidewalks, loading areas, walkways, stairs, roofs, gutters and downspouts, facades, utility feeds, storm drains and sewers; snow, ice, trash and debris removal; sweeping and cleaning; common area lighting and fixtures; utilities for the common facilities; purchase of supplies and equipment; policing and security; compensation of on-site management and maintenance personnel if applicable; compliance with environmental and other governmental rules and regulations (except for any environmental liabilities existing as of the date of this Lease) and other general maintenance items and services for the benefit of the Shopping Center and its facilities; and a minimum fifteen percent (15%) administrative charge on all of the foregoing costs (however, any additional administrative fees as may be payable by Landlord to its property management company, if applicable, shall also be passed on to Tenant as part of CAM costs). With respect only to any capital improvement(s), renovation(s), modernization(s) or replacement(s) made to the Shopping Center, such capital improvement(s), renovation(s), modernization(s) or replacement(s) shall be deemed amortized over a period of ten (10) years from the date of completion or installation thereof, and the Operating Costs for each year from and after the date of completion or installation of any such capital improvement(s), renovation(s), modernization(s) or replacement(s) shall include such portion of the cost of any such capital improvement(s), renovation(s), modernization(s) or replacement(s) equal to 1/10th of the total cost thereof (including, without limitation, all permit fees, architectural and engineering fees, attorneys' fees and other such costs and expenses in connection therewith), until such cost shall be fully amortized. For purposes hereof, "capital improvement(s), renovation(s), modernization(s) or replacement(s)" shall not include any improvement(s) or addition(s) which add to the gross leasable area of the Shopping Center. In the event Tenant's business shall remain open after the operating hours of the supermarket within the Shopping Center, then Tenant and any other tenants who remain open for longer hours shall separately pay proportionate shares for any additional (extra hours) lighting charges incurred.

18. LANDLORD'S INSURANCE: Landlord shall maintain the following insurance coverages ("**Landlord's Insurance**"): (a) public liability insurance with respect to the common areas of the Shopping Center in amounts Landlord deems reasonable, and (b) fire, casualty and extended coverage insurance in an amount equal to 100% of the replacement cost of the buildings and improvements in the Shopping Center, less foundations; provided that Landlord shall have the right to self-insure all or any part of these insurance coverages.

19. REAL ESTATE TAXES AND OTHER TAXES: Landlord shall pay all real estate taxes and assessments on the Shopping Center ("**Real Estate Taxes**"). Tenant agrees to reimburse Landlord for Tenant's Pro-Rata Share of Real Estate Taxes and, as applicable, reasonable costs incurred to contest Real Estate Taxes (including attorney's fees) during the Lease Term as Additional Rent in accordance with Section 6 above. Tenant shall promptly pay to the taxing authorities all taxes and assessments imposed on Tenant's personal property, fixtures, equipment, merchandise, other property installed in the Premises or brought thereon by Tenant or any other person, or on Tenant's business and use of the Premises.

20. COVENANTS CONCERNING OFFENSIVE PRACTICES: Tenant covenants and agrees that Tenant shall not, at any time during the Lease Term: (a) store, display or sell any merchandise on the sidewalks or in parking areas or other

common areas of the Shopping Center; (b) solicit business or hold demonstrations in any common areas, or distribute or place hand bills or other advertising matter upon any vehicles in such areas; (c) cause or permit objectionable odors, vibrations, or noise to emanate or be dispelled from the Premises; (d) use, store, release or dispose of any flammable, toxic or hazardous materials in, on or about the Premises or Shopping Center; (e) overload the floors of the Premises, or operate any machine that is harmful to the building or Shopping Center; (f) permit trucks or trailers to park overnight in the Shopping Center, or load or unload in front of the Premises or in areas not designated for unloading; (g) operate any ride, vending machine or similar device inside or outside the Premises; (h) obstruct any sprinkler system or emergency egress door; (i) keep animals on or about the Premises; (j) advertise or conduct any type of going-out-of-business, fire, auction, or bankruptcy sale (whether real or fictitious); (k) sell, serve, or permit anyone to consume alcoholic beverages or illegal drugs on or about the Premises (except to the extent expressly permitted herein); (l) place anything on, or do anything to, the roof, front facade, or exterior of the building; (m) use the Premises for any unlawful or hazardous purpose; (n) except for sales and returns of goods which are carried by customers, rather than delivered by a common carrier or other type of goods-delivery service, cause or authorize the removal or delivery of goods to or from any place in the Shopping Center (including, without limitation, the sales area of the Premises) other than the loading and service areas designated therefor by Landlord, nor cause (or permit its agents, servants, contractors or invitees to cause) the obstruction of the sidewalks or other common facilities of the Shopping Center in any way or at any time of day or night; or (o) cause or permit to be placed in the Premises any coin-operated (or token-operated) vending machine or device, whether the same is an "amusement device," or is intended for the sale of goods or services of any kind.

21. RULES AND REGULATIONS/EMPLOYEE PARKING: Tenant shall comply with all rules and regulations now or hereafter adopted by Landlord for the Premises and the Shopping Center. Without limitation, Landlord shall have the right to designate portions of the Shopping Center for employee and business vehicle parking. Tenant agrees to use reasonable efforts to cause its employees to park in such portions, and upon request, to furnish Landlord with the license numbers of its employees' motor vehicles. Landlord may from time to time appoint an agent to manage and operate the Shopping Center and Tenant shall comply with all reasonable directives and notices from such managing agent.

22. QUIET ENJOYMENT: As long as Tenant pays Rent as and when due and performs and observes Tenant's other obligations under this Lease, Tenant may peacefully enjoy the use of the Premises during the Lease Term without hindrance by anyone claiming by, through or under Landlord, subject to the terms of this Lease. Landlord shall not be liable to Tenant or others for any theft, injury, loss or damage that may be occasioned by the acts or omission of other occupants of the Shopping Center or any other third parties, or for any loss or damage to Tenant's property or business resulting from leaking of water, gas, steam, fire, sewer, electricity or bursting pipes and the like or for any reason whatsoever.

23. ALTERATIONS BY TENANT: After the initial upfit of the Premises, Tenant shall not make any structural or material changes or alterations that require a permit to the Premises without Landlord's additional written approval. Changes and alterations shall be approved in Landlord's reasonable discretion and if approved, shall be completed as Tenant's Work in accordance with Section 12 above (or as otherwise agreed in writing). Any changes or alterations made without Landlord's approval shall be removed by Tenant at its sole cost and expense on demand.

24. ALTERATIONS BY LANDLORD: Landlord reserves the right to make improvements, alterations, repairs, and additions to the Shopping Center at any time. Landlord shall not be liable in any case for any inconvenience, disturbance, loss of business or any other annoyance arising from such alterations. Landlord shall use reasonable care when completing any such work and Landlord need only repair any damages to the Premises caused by Landlord's alterations. Landlord may add or remove buildings or property from the Shopping Center, and in such case, the term "Shopping Center" and the calculation of "Tenant's Pro Rata Share" shall be modified accordingly.

25. ACCESS TO PREMISES: Landlord shall have access to the Premises during normal business hours, and at other times upon reasonable notice to Tenant (or without notice in an emergency), for the purposes of inspecting, showing, and making repairs, alterations and improvements to the Premises and the building of which they are a part. Landlord may place "For Rent" signs on the Premises (including in the windows) during the last twelve (12) months of the Lease Term.

26. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease, sublet any portion of the Premises, or permit Tenant's interest in this Lease to be vested in any other party by change of Tenant's ownership, operation of law or otherwise, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed subject to the considerations contained in this Section 26. If Tenant is a corporation or other business entity, any

merger, consolidation or change in voting ownership of the business entity greater than fifty percent (50%) shall be deemed an assignment. Upon any unauthorized assignment or sublease, Landlord shall have the right to terminate this Lease by written notice to Tenant or any other occupant. Tenant shall not under any circumstances mortgage, pledge, encumber or assign as collateral this Lease or its interest in the Premises. Tenant shall provide Landlord with such documentation as Landlord may reasonably request to evaluate any request for assignment, including without limitation tax returns and financial statements for the proposed Transferee. Landlord's decision with respect to any request for assignment shall be based upon, among other factors, Landlord's review and approval in its sole discretion of the creditworthiness, use, and reputation of the proposed transferee, assignee, licensee or other occupant (a "Transferee"). In addition to the foregoing factors, Tenant hereby acknowledges that Landlord's disapproval of any proposed Transferee shall be deemed valid if based upon any of the following factors: (i) the proposed Transferee is an existing tenant of the Shopping Center or is otherwise negotiating with Landlord for space in the same, (ii) the use of the Premises by the proposed Transferee violates any exclusive use granted by Landlord to another tenant in the Shopping Center (whether or not such exclusive is disclosed to Tenant), (iii) the proposed Transferee's use would result in significant increase in the use of parking spaces of common areas by the Transferee's employees or visitors, and/or significantly increase the demand upon utilities and services to be provided by Landlord to the Premises, (iv) the proposed Transferee does not have the financial capability to fulfill the obligations imposed by such assignment or other transfer, or (v) the proposed Transferee is not in Landlord's reasonable opinion of reputable or good character. Whether or not Landlord consents to any assignment or sublease, Tenant shall pay a fee of Two Thousand Five Hundred Dollars (\$2,500) to reimburse Landlord for the time, effort and expense incurred in processing same. The assignment fee provided herein shall be increased by an amount equal to ten percent (10%) every five (5) years during the Lease Term.

27. FIRE AND OTHER CASUALTY: Tenant shall give Landlord immediate notice of any fire or other casualty in or about the Premises. If a portion of the Premises cannot be used because of fire or other casualty, Tenant shall pay Rent for the usable part on a proportionate basis; provided, however, that there shall be no abatement or reduction of Rent if the fire or other casualty was caused by the act or neglect of Tenant or its employees, agents, contractors or guests, and further provided that in no event shall there be any abatement of Base Rent or Additional Rent during the twelve (12) months immediately following the casualty, regardless of fault. If the Premises are partially damaged by fire or other casualty, Landlord shall repair the damage as soon as reasonably possible to the extent insurance proceeds are available for such purpose. Landlord need only repair the damaged structural parts of the Premises and fixtures (if any) installed by Landlord. Landlord is not required to repair or replace any improvements, fixtures or personal property installed by Tenant, it being understood and agreed that such restoration shall be the responsibility of Tenant. Landlord may terminate this Lease in the event of fire or other casualty if: (a) the Premises are totally destroyed; (b) the Premises are so damaged by that they cannot be repaired within ninety (90) days of the date of the casualty; (c) Landlord elects not to rebuild or repair because, in Landlord's sole judgment, the Shopping Center cannot operate as a viable unit; or (d) the Lease Term has less than one (1) year remaining. In the event the Lease is terminated in accordance with the foregoing, all Rent shall be prorated as of the date of the casualty.

28. WAIVER OF CLAIMS. Tenant hereby waives any and all rights of recovery which it might otherwise have against Landlord, its agents, employees, contractors and all other persons for whose actions Landlord may be legally responsible, for any loss or damage to Tenant's business or property in the Premises or the Shopping Center, which business or property are either required to be insured under the terms of this lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this lease of Landlord, its agents, employees, contractors, or other persons for whose actions Landlord may be legally responsible.

29. WAIVER OF SUBROGATION. Each party hereby releases the other and its officers, directors, shareholders, agents and employees from all liability (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss or damage to property caused by fire or other peril of the type generally covered by an "all risk" insurance policy, whether or not the releasor actually carries such insurance and even if such fire or other peril shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

30. EMINENT DOMAIN: If at least fifty percent (50%) of the Premises is taken by eminent domain, either party may terminate this Lease upon thirty (30) days written notice to the other. If other portions of the Shopping Center are taken and in Landlord's sole judgment the Shopping Center cannot be operated as a viable unit, Landlord shall have the right to terminate this Lease upon thirty (30) days written notice to Tenant. The entire payment for the taking shall belong to Landlord; provided that Tenant may separately make a claim for Tenant's relocation expenses and for the loss of Tenant's fixtures.

31. **HAZARDOUS MATERIALS:** Tenant shall take all actions including repairs and alterations to the Premises to comply with all existing and future environmental regulations of any governmental agencies due to Tenant's use and occupancy of the Premises. Tenant shall provide Landlord with satisfactory evidence of Tenant's compliance with such regulations upon request by Landlord. Tenant shall further clean up and remove from the Premises all hazardous or toxic materials and wastes ("**Hazardous Materials**") in accordance with all applicable federal, state, and local laws, regulations, rules, ordinances and policies. Tenant shall defend, indemnify, and hold harmless Landlord and its affiliates, and the employees, agents, officers, and directors of any of them, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from, or affecting the Premises; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on, from or affecting the Premises; (c) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on, from or affecting the Premises, and/or (d) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of Landlord which are based upon or in any way related to Hazardous Materials on, from or affecting the Premises.

Notwithstanding the foregoing, Tenant shall not be liable to Landlord for any Hazardous Materials to the extent they were on or affecting the Premises prior to the Lease Commencement Date, or were disposed of, discharged, or released by Landlord or its agents, employees or contractors, except to the extent of any negligence or willful misconduct by Tenant, its agents, employees or contractors. The terms of this Section shall survive the termination or expiration of this Lease.

32. **TENANT'S DEFAULT:** If any one or more of the following events (herein sometimes called "**events of default**") shall occur:

- (a) Tenant shall default in the payment of Rent or any other sum due to Landlord under this Lease when due, and such default shall continue for a period of five (5) days after written notice from Landlord specifying the default (provided that Tenant shall be entitled to only one (1) such notice in any Lease Year); or
- (b) Tenant shall default in the performance or observance of any agreements, terms, covenants or conditions of this Lease, other than those referred to in subparagraph (a) above, and such default shall continue for a period of fifteen (15) days after written notice from Landlord, or in case of a default which cannot with due diligence be cured within such period, Tenant fails to commence to cure the same within such fifteen (15) day period and thereafter to prosecute the cure with due diligence and within a reasonable period of time; or
- (c) Tenant shall file or have filed against it any petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy or insolvency law, or if any trustee, receiver or liquidator of Tenant assets shall be appointed; or
- (d) Tenant shall vacate or abandon the Premises or any substantial part thereof, or suffer the Lease to be taken or encumbered under any legal process and such taking or encumbrance is not released and discharged within twenty (20) days;

then Landlord may terminate this Lease by notice to Tenant, in which case Tenant shall quit and peacefully surrender the Premises to Landlord on the date specified in such notice; or Landlord may reenter the Premises, take possession thereof by any lawful means, and relet same without being liable for trespass or breach of this Lease. No such termination of this Lease or taking of possession of the Premises, nor any abandonment or vacancy, shall relieve Tenant of liability for its remaining obligations under this Lease, whether or not the Premises shall be relet. In any such event, Tenant covenants and agrees to (i) pay Landlord damages immediately upon demand in an amount by which Rent and other sums become due for the remainder of the term exceed the fair rental value of the Premises for the remainder of the term, and (ii) reimburse Landlord on demand for its reasonable expenses in any reletting of the Premises, including attorneys' fees, brokerage commissions, and costs of preparing the Premises for reletting. On the days originally fixed herein for payment, Tenant shall pay Landlord the installments of Rent and other sums that would have been due, less a duly prorated portion of any damages paid to Landlord pursuant to clause (i) above, and less the net proceeds of any reletting received by Landlord after payment of all of Landlord's reasonable expenses as described in clause (ii) above. The various rights and remedies reserved to Landlord in

this Lease are cumulative, and Landlord may pursue any and all such rights and remedies, whether at the same time or otherwise (to the extent not inconsistent with specific provisions of this Lease).

33. **FEES & EXPENSES:** If Landlord does not receive any Rent or other payment within five (5) days after its due date, then Landlord shall have the right to charge Tenant a late charge in the amount of Five Percent (5%) of the payment due. Tenant shall additionally reimburse Landlord for any dishonored check or similar charges. If Tenant fails to comply with any agreement or obligation of this Lease, Landlord may elect to do so on behalf of Tenant, and Tenant shall reimburse Landlord the reasonable cost to comply. Tenant shall also reimburse Landlord for any attorney's fees and costs incurred by Landlord to enforce its rights under this Lease. All such additional fees, charges, reimbursements and payments shall be considered Additional Rent and shall be due and payable on demand.

34. **CHRONIC DEFAULT:** "**Chronic Default**" shall mean two (2) breaches in any twelve (12) month period of Tenant's obligations under this Lease (even if cured within the applicable cure period). A breach shall include Tenant's payment of Rent more than five (5) days after its due date or any other material default, whether or not a notice of default is sent. In the event of Tenant's Chronic Default, then without limiting any other rights and remedies available to Landlord, Landlord may terminate all of Tenant's remaining rights to extend the term of the Lease and/or require an additional Security Deposit equal to two (2) months Base Rent to be deposited within fifteen (15) days after notice of the Chronic Default. Alternatively, Landlord may treat a Chronic Default as an uncured event of default under Section 32 above and exercise any of its rights thereunder.

35. **NO WAIVER:** Neither the acceptance of Rent or partial Rent after a breach by Tenant of any obligation in this Lease, nor the delay or failure to enforce any obligation of Tenant under this Lease, shall be considered a waiver by Landlord, and neither shall prevent Landlord from enforcing any provision of this Lease at a later time.

36. **DEFAULT OF LANDLORD/DEFINITION OF LANDLORD:** Landlord shall not be in default of any of its obligations under this Lease, unless the default shall remain uncured for thirty (30) days after written notice from Tenant or for such longer period as may be reasonably required to correct the default, or if contested in good faith by Landlord, for fifteen (15) days after the determination of a default by a court of competent jurisdiction. Landlord and its shareholders, directors, officers, managing agents and general partners shall have absolutely no personal liability for any reason whatsoever with respect to any provision of this Lease. The term "Landlord" shall mean only the owner for the time being of Landlord's interest in this Lease and, in the event of any transfer of Landlord's interest in this Lease, the transferor shall be released from all liability hereunder. Tenant shall look solely to Landlord's interest in the Premises for the satisfaction of any remedies of Tenant under this Lease. Tenant acknowledges that the supermarket manager and personnel employed by Landlord at the Shopping Center, if any, have no authority with regard to this Lease.

37. **FORCE MAJEURE:** Notwithstanding anything to the contrary herein, if Landlord or Tenant shall be delayed or hindered in, or prevented from the performance of any act or obligation or satisfaction of any condition under this Lease by reason of strikes, lockouts, labor troubles, inability to procure materials or service, failure of power, riots, insurrection, war, casualty, hazardous condition, acts of God or other reason beyond its reasonable control ("**Force Majeure**"), the performance of such act shall be excused for the reasonable period of the delay, and the time to perform such obligation or satisfy such condition shall be extended for an amount of time equal to the delay caused by such event, except that the foregoing shall not under any circumstance delay or excuse any Tenant obligation regarding the payment of money. Except as aforesaid, time is of the essence as to each and every provision of this Lease.

38. **SALE AND ATTORNMENT:** If Landlord transfers the Premises to another party, Landlord shall automatically be relieved from all obligations of Landlord under this Lease. In such event, Tenant agrees to look solely to the transferee as the successor Landlord for performance of the Landlord's obligations, including return of the Security Deposit; and Tenant shall recognize and attorn to such successor Landlord and continue to perform all of Tenant's obligations of this Lease.

39. **SUBORDINATION:** This Lease is subject to all rights, restrictions and easements now of record and shall be automatically subordinated to any mortgages or deeds of trust now or hereafter placed on the Shopping Center and to any overlease by or under which Landlord holds its interest therein, regardless of the time when any such mortgage or any such overlease (or any notice thereof) is executed or recorded, with the effect that this lease shall automatically terminate, without any liability or obligation of Landlord therefor, upon the foreclosure of any such mortgage or the termination of any such

overlease for any reason. Upon request, Tenant shall promptly sign and return any document required to evidence such subordination.

40. **ESTOPPEL CERTIFICATES:** Tenant shall sign and deliver to Landlord or its designee, within ten (10) days of Landlord's request, a certificate stating the principal terms of the Lease, the date that Rent was last paid, any defaults by either Landlord or Tenant, and/or such other matters related to this Lease as may be reasonably requested.

41. **NOTICES:** All notices given or required under this Lease must be in writing, must be addressed as provided herein, and must be given by: (a) personal delivery to the other party, with receipt acknowledged in writing; or (b) U.S. certified mail, return receipt requested; or (c) a recognized overnight courier which provides a receipt of delivery. A notice so given shall be deemed to have been received on the third (3rd) business day after mailing and on the first (1st) business day after depositing it with an overnight courier. Notices shall be addressed to Tenant at the Premises or at the address set forth on the signature page of this Lease. Notices shall be addressed to Landlord at the address set forth on the signature page of this Lease. Either party may notify the other of a change of address, which will only be effective after written notice.

42. **END OF TERM:** Upon the expiration or any earlier termination of this Lease, Tenant shall: (a) remove all of Tenant's property from the Premises, including to such extent as may then be required by Landlord (subject to any prior agreement) any floor coverings and other improvements, changes or alterations made by Tenant; (b) return the Premises to Landlord broom-clean and in the same condition as they were in at the beginning of the term (including, without limitation, the HVAC Unit), except for normal wear caused by reasonable use; (c) remove Tenant's signs and restore the areas on which they were placed; and (d) repair all damages caused by moving. If Tenant leaves any property or improvements in the Premises, Landlord may store and/or dispose of the same at Tenant's cost or keep the same as Landlord's property.

43. **HOLDING OVER:** If Tenant shall hold over in possession of the Premises after the expiration of the term, such occupancy shall be deemed a tenancy-at-sufferance, unless and until Landlord shall elect to accept Rent (other than past-due Rent), in which case such occupancy shall thereafter continue as a tenancy-at-will upon the terms and conditions of this Lease, except Base Rent shall be at 150% of the amount in effect during the last Lease Year, prorated for the period of such occupancy, and either party shall have the right to terminate such tenancy-at-will upon thirty (30) days' written notice to the other party. This Section shall not be construed as giving Tenant any right to hold over after the expiration of the term.

44. **INTEREST:** In the event Tenant fails to make any payment due under this Lease on its respective due date, then Landlord shall have the right, in addition to any other remedies set forth herein, to collect from Tenant as Additional Rent an interest charge computed at the lower of the highest rate allowed by law or the rate of one and a half (1.5%) percent per month on any outstanding balance due Landlord.

45. **CONFIDENTIALITY/RECORDING:** Tenant shall not disclose the Rent or any material terms or conditions of this Lease to any other party except its professional advisors. Tenant shall not permit or cause this Lease to be recorded.

46. **BROKERS:** Landlord and Tenant represent to each other that there were no brokers involved in this transaction other than Atlantic Retail ("**Landlord's Broker**"). Landlord agrees to pay the commission due to Landlord's Broker, pursuant to their separate agreement. Landlord and Tenant each agree to indemnify and hold the other harmless from any claim made by any other broker or agent with whom the indemnifying party has had any dealings.

47. **BINDING AGREEMENT:** Submission of this Lease to Tenant for review shall not constitute an offer, and Landlord may withdraw this Lease at any time prior to Landlord's execution below. Execution and delivery of this Lease by Tenant to Landlord shall constitute Tenant's offer until accepted or rejected by Landlord, and may not be revoked for fourteen (14) days. Upon the full execution of this Lease, it shall be binding on Landlord and Tenant and their legal representatives, heirs, administrators, successors, and permitted assigns. If two or more individuals, corporations or other entities sign this Lease as Tenant, then each party shall be jointly and severally liable for the performance of Tenant's obligations under this Lease. The parties agree that this Lease contains their entire agreement, and that it may not be changed or modified except in a writing signed by both parties. Tenant acknowledges that there are no warranties, representations or other agreements made by Landlord or Landlord's agents or brokers with respect to the Premises or Shopping Center, or with respect to other prospective tenants, customer traffic, or profitability of Tenant's business.

48. GOVERNING LAW & SURVIVAL: This Lease shall be governed by the laws of the state in which the Shopping Center is located. If any provision of this Lease is invalid or contrary to law, the remaining provisions of the Lease shall remain in full force and effect and may be enforced to the fullest extent permitted by law. Section headings are for informational and reference purposes only, and shall have no effect on the interpretation of this Lease.

49. NO JOINT VENTURE: Any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed. The provisions of this Lease pertaining to the payment by Tenant and the acceptance by Landlord of a percentage of Gross Sales of Tenant and others is a reservation of rent for the use of the Premises.

50. ADDITIONAL AGREEMENTS:

(a) Personal Guaranty: Tenant's Rent and other obligations under this Lease shall be personally guaranteed by **Elmer Melendez**, and this Lease shall not be effective (at Landlord's option) until such Personal Guaranty is executed by such guarantor(s) in the form attached hereto as Exhibit E ("**Personal Guaranty Agreement**").

(b) Recapture of Premises: Landlord additionally reserves the right, at any time during the Lease Term if Tenant has ceased to operate and remain open for business as set forth in Section 14 above for a period of thirty (30) days, or at any time after the first Lease Year, to recapture the Premises upon not less than ninety (90) days' advance notice ("**Recapture Notice**"), and by giving such notice this Lease shall terminate as of the date specified in the Recapture Notice as fully as if such date had originally been specified as the termination date of the Lease; provided, however, that if Landlord exercises its rights to recapture the Premises as provided herein, and Tenant has continued and is then operating and open for business as set forth in Section 14 above, then Landlord shall reimburse Tenant for all of Tenant's documented out-of-pocket expenses in relocating its store outside the Shopping Center, including moving and tenant upfit expenses, up to a maximum amount equal to the lesser of (i) one (1) year's Base Rent at the then-current rate, or (ii) if the remainder of the Lease Term is less than one (1) year, the amount of Base Rent for the remainder of the Lease Term, excluding any Option Period(s) not exercised by Tenant in accordance with this Lease prior to Tenant's receipt of the Recapture Notice.]

(c) Permits: Tenant will have one hundred twenty (120) days after the Effective Date to obtain all governmental permits and approvals, including the Liquor License (collectively, the "**Permits**") required for it to open and operate a Mexican restaurant at the Premises (the "**Permitting Period**"). Tenant shall apply for the Permits no later than thirty (30) days after the Effective Date and diligently and in good faith pursue to obtain such governmental permits and approvals during the Permitting Period. Tenant shall promptly notify Landlord upon receipt of the Permits. In the event Tenant is unable to obtain the governmental permits and approvals necessary for Tenant to open and operate a Mexican restaurant at the Premises, Tenant shall have the right to terminate this Lease by written notice to Landlord given within the Permitting Period, and thereupon this Lease shall terminate, Landlord shall promptly refund to Tenant the Security Deposit (if any has been paid), and neither party shall have any further liability or obligation to the other hereunder, except those which expressly survive the expiration or termination of this Lease. In the event Tenant does not terminate this Lease within the Permitting Period in accordance with the foregoing, this contingency shall be void and of no further force or effect. Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval of, the subject premises for Tenant's intended use.

51. JURY TRIAL WAIVER: LANDLORD AND TENANT HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE. IN THE EVENT LANDLORD COMMENCES A SUMMARY PROCEEDING OR ACTION FOR NON-PAYMENT OF RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN SUCH ACTION OR PROCEEDING BUT SHALL ADVANCE ANY CLAIM THAT IT MAY HAVE IN AN INDEPENDENT PROCEEDING. TENANT KNOWINGLY AND VOLUNTARILY MAKES THIS WAIVER. TENANT ACKNOWLEDGES THAT IT HAS BEEN, OR HAS HAD THE OPPORTUNITY TO BE, REPRESENTED BY INDEPENDENT LEGAL COUNSEL IN THE SIGNING OF THIS LEASE AND THE MAKING OF THIS WAIVER.

52. REPRESENTATION: Tenant represents that it is duly organized and in good standing under the laws of the state of Tenant's organization, and that it has full power and authority to enter into and perform Tenant's obligations under this Lease. The person(s) executing this Lease on behalf of Tenant represent that they are duly authorized to so execute this Lease. Tenant shall provide Landlord with proof of such good standing and authorization upon request.

53. A. Patriot Act; OFAC; Anti-Terrorism Act. Tenant hereby represents and warrants that:
- (a) it is not designated as an individual or entity that has been determined to have committed, or poses a significant risk of committing, acts of terrorism that threaten the security of U.S. nationals or the national security, foreign policy, or economy of the U.S., which would violate the Executive Order 13224, entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," which became effective on September 24, 2001 (the "Order"); and
 - (b) it is not owned or controlled by, or acting on behalf of an individual or entity which would violate the Order; and
 - (c) it has not and will never assist in, sponsor, or provide financial, material, or technological support for, or financial or other services to or in support of, acts of terrorism or individuals or entities designated in or under the Order; and
 - (d) it is not otherwise associated with certain individuals or entities designated in or under the Order; and
 - (e) to the extent permitted pursuant to this lease, it shall not enter into any sublease of space within the Premises with, or allow the Premises to be occupied by, any person, group, entity, or nation named in the Order or named on the SDN list which can be found at <http://www.treas.gov/offices/enforcement/ofac/sdn>; and
 - (f) to the extent permitted pursuant to this lease, it shall not assign this lease to any person, group, entity, or nation named in the Order or named on the SDN list which can be found at <http://www.treas.gov/offices/enforcement/ofac/sdn>.

B. Tenant hereby agrees to defend, indemnify, and hold harmless the Landlord, any parent, subsidiary or affiliate of landlord, and their respective employees, agents, officers, members, managers, directors, and shareholders from and against any and all fines, penalties, actions, claims, damages, losses, liabilities, and expenses (including, without limitation, attorney's fees and costs) arising from or related to any breach of the foregoing warranties and representations, including, without limitation, those set forth in Section 53A.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be duly executed in their names as of the day and year first mentioned above.


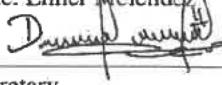
LANDLORD:

THE STOP & SHOP SUPERMARKET COMPANY LLC, a Delaware limited liability company

DocuSigned by:
By: Guy Stutz
Title: ~~Vice President~~ - Real Estate
Print Name: Guy Stutz

TENANT:

MELLENDEZ MAGANA, INC., a Massachusetts corporation

By: 
Title: President and Treasurer
Print Name: Elmer Melendez
By: 
Title: Secretary
Print Name: Delmy M. Magana

ADDRESSES FOR TENANT:

Tenant's Notice Address:

Regular Mail:

Melendez Magana, Inc.
52 Brook Lane
Gardner, MA 01440
Attn.: Elmer Melendez
Phone: (978) 632-1471 / (978) 413-3959
Email: famelendez6@gmail.com

With a copy to:

Perkins & Anctil, PC
6 Lyberty Way, Suite 201
Westford, MA 10886
Attn.: Robert W. Anctil
Phone: (978) 496-2000
Email: Ranctil@perkinslawpc.com

ADDRESSES FOR LANDLORD:

Landlord's Rental Payment Address:

P.O. Box 3797
Boston, MA 02241-3797

Contact Landlord for ACH Payment Information

Landlord's Notice Address:

The Stop & Shop Supermarket Company LLC
c/o Retail Business Services LLC
1385 Hancock Street
Quincy, MA 02169
Attention: Vice President – Leasing and Asset Management

With a copy under separate cover to:

The Stop & Shop Supermarket Company LLC
c/o Retail Business Services LLC
1385 Hancock Street
Quincy, MA 02169
Attention: Vice President – Real Estate Law

EXHIBIT A
Site Plan

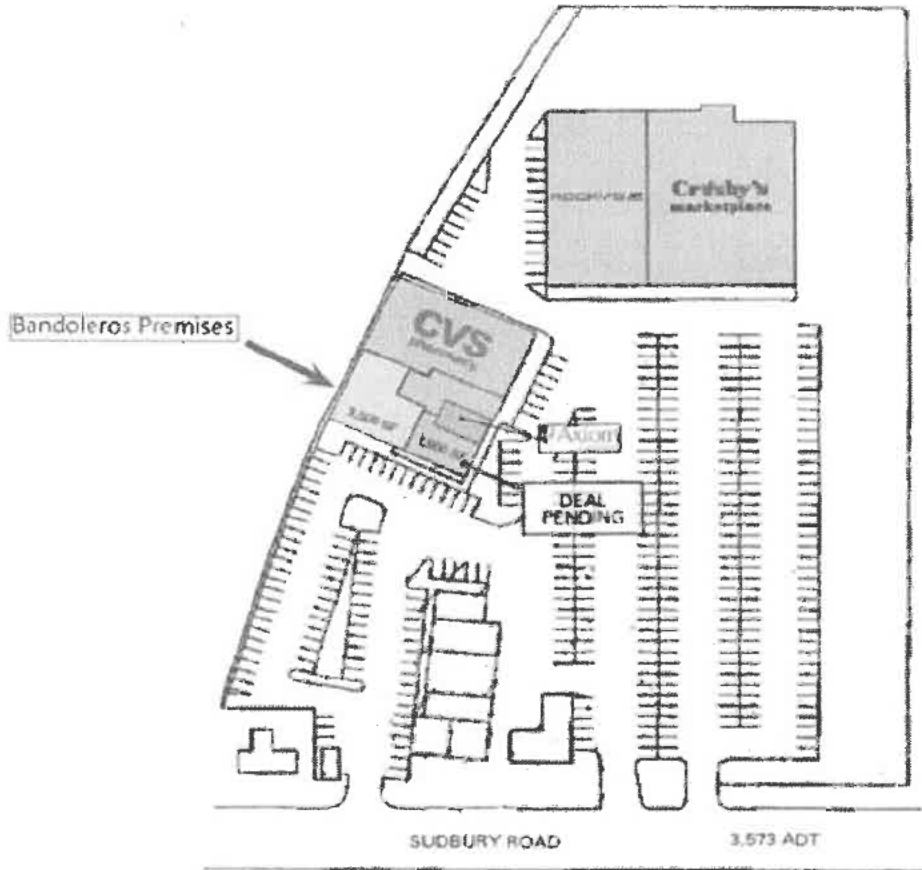


EXHIBIT B
 Exclusives and Restrictions

Exclusives & Restrictions


1224 - CONCORD, MA			
Lease:	-S--Axiom Learning (#122412)		
Non-Financial Clause Type		Notes	Status
Exclusive and/or Restrictions	Silent		No
2150	Savannah GA		
Lease:	-S--Concord Martinizing (#122402(NEW))		
Non-Financial Clause Type		Notes	Status
Exclusive and/or Restrictions	Silent		No
2150	Savannah GA		
Lease:	-S--Crosby's Markets (#122407)		
Non-Financial Clause Type		Notes	Status
Exclusive and/or Restrictions	Lease 4/25/1997 (8.4-8.5) p20 Lease 4/25/1997 (Exhibit D) pD1		Yes
2150	Savannah GA	Describe: LL will not lease any other space in the Shopping Center for the conduct of a business, the principal purpose of which is the (a) operation of a food supermarket, (b) the operation of convenience store, (c) the sale of fresh dairy products, fresh meats, seafood, in-store baked goods, or fresh produce, or (d) the conduct of a "cafeteria," "buffet" or "marketplace" restaurant selling pre-prepared "homestyle" or "chicken" dinners self-selected from a variety of main courses and side orders for consumption off-premises.	
Lease:	-S--CVS #604 (#122404)		
Non-Financial Clause Type		Notes	Status
Exclusive and/or Restrictions	Lease 06/01/81 (26) p14		Yes
2150	Savannah GA	Describe: LL agrees not to lease any space in the Center for the use of a health and beauty aids store, drug store or pharmacy department.	
Lease:	-S--Rocky's Ace Hardware (#122408)		
Non-Financial Clause Type		Notes	Status
Exclusive and/or Restrictions			Silent
2150	Savannah GA		
Report Run Date/Time: 2023-03-20 15:34:22			Powered by 

EXHIBIT C
Landlord's Work

Utilities

- a) HVAC Work – Landlord shall install new HVAC Units, which will be attached to the existing ductwork in the Premises. Landlord will install these units concurrently with Tenant's Work. Tenant shall be responsible for any relocation of the ductwork resulting from Tenant's Work (the "**HVAC Work**").
- b) Water and Sewer – Landlord will make certain repairs and upgrades to the water and sewer services serving the Premises, if and to the extent required by the Town of Concord Public Works Commission (the "**Commission**"). If the Commission does not require any repairs and/or upgrades, Landlord shall not have any obligation to make any repairs and/or upgrades to the water and sewer services (the "**Water and Sewer Work**").

End

EXHIBIT D
Pylon Signage

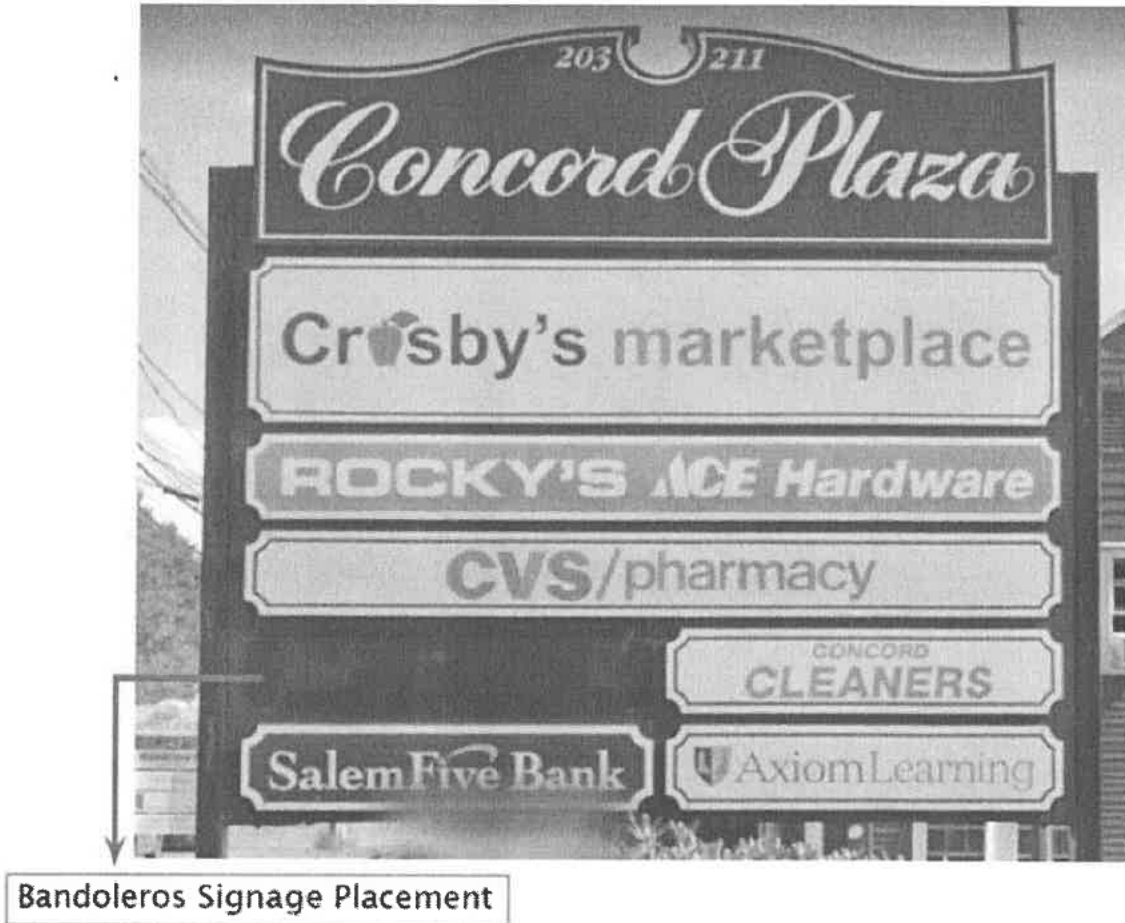


EXHIBIT D-1
Tenant Sign Criteria

NOTICE: Neither Landlord's written approval of Tenant's signs nor Tenant's conformance with these specifications shall imply conformance with local and other applicable electrical and local sign codes.

Location:

1. Normal signing surface is parapet area above shop.
2. Roof-mounted signs are prohibited.

Type Signs:

1. Signs shall be made up of individual letters illuminated on a raceway.
2. Sign material shall be subject to Landlord's approval.
3. Signage lettering shall be white only, with the exception of national tenants with a branded color.
4. Tenant logo, in addition to signage, must be approved by Landlord and be proportionate to the height of the sign and consistent with basic color of signage.
5. The size of the sign shall be no larger than 3' in height and 10' in width or 80% of the width of the store front.
6. Exposed neon signs are prohibited.
7. Moving, flashing, rotating, blinking, animated, or audible signs are prohibited.
8. Signs painted on walls or other surfaces are prohibited.
9. Signs on the rear of the building are prohibited.
10. Painted or printed signs on the exterior surface of any building are prohibited. Landlord may remove any non-conforming signage, and the cost of such removal will be the responsibility of Tenant.
11. Hanging banners of any type are prohibited.
12. Tenant is responsible for installation of the sign in a watertight manner, properly sealing any penetration into the building. Penetration of the roofing membrane is prohibited.
13. Tenant is responsible for maintenance of the sign. The sign shall remain uniformly lit at all times. In the event the sign is not 100% operational for a period exceeding 5 business days, Landlord has the right to hire a sign company to repair the sign and the Tenant shall be responsible for reimbursing Landlord for all costs associated with this work within thirty (30) days from receipt of an invoice.
14. Tenant is responsible for installing a time clock to control the operation of its sign. Tenant signage shall remain on during normal business hours of the Shopping Center (typically 7:00 AM – 11:00 PM daily).
15. Tenant may use the sign company of its choice.

Submittals and Approval

1. Tenant shall submit detailed design drawings of all signage to Landlord for approval prior to fabrication. This submittal shall include two (2) copies of drawings showing sizes of letters and spacing, type of material, color, all dimensions and the proposed placement of the parapet. It shall also include a copy of the local ordinance.

End

EXHIBIT E
Personal Guaranty Agreement

THIS PERSONAL GUARANTY AGREEMENT (this "Guaranty") is made by **Elmer Melendez** (hereinafter referred to, individually and together, as "Guarantor"), in favor of **The Stop & Shop Supermarket Company LLC**, a Delaware limited liability company ("Landlord").

GUARANTOR ACKNOWLEDGES that **Melendez Magana, Inc.** ("Tenant") has herewith entered into a certain Lease Agreement with Landlord dated _____ (the "Lease"), for certain premises situated in Crosby's Marketplace at 211 Sudbury Road, Concord, Massachusetts 01742 (the "Premises"). Guarantor further acknowledges that Landlord is unwilling to enter into the Lease unless Guarantor guarantees Tenant's obligations under the Lease as provided below.

FOR VALUABLE CONSIDERATION, and as an inducement to Landlord to enter into the Lease, Guarantor hereby unconditionally guarantees to Landlord, during the term of the Lease (including any extension and holdover periods), the full and punctual payment, performance and observance of all of the covenants, conditions and agreements therein provided to be paid, performed and observed by Tenant, and Guarantor hereby makes itself liable for the payment, performance and observance of all such obligations. Notwithstanding anything to the contrary contained in this Guaranty, if no default or event of default (beyond any applicable notice and cure period) shall have occurred under the terms of the Lease from the Effective Date through the fifth (5th) anniversary of the Rent Commencement Date, then the liability of the Guarantor under this Guaranty shall automatically be limited thereafter to an amount equal to the Base Rent and Additional Rent for the lesser of (A) twelve (12) months or (B) the remainder of the current Lease Term (which shall include any Option Period that Tenant has notified Landlord it will exercise pursuant to Section 3 of the Lease). Guarantor waives notice of default in the payment and performance of any such obligations and waives all suretyship and guarantorship defenses generally. Guarantor further agrees as follows:

1. Guarantor agrees that it shall not be released from the obligations of this Guaranty, nor shall said obligations be diminished or otherwise affected by:
 - (a) any extension of time or other indulgence granted to Tenant, or by any waiver with respect to the payment of rents or other charges to be paid by Tenant or the performance and observance of any other obligations of Tenant under said Lease, or by any other act or omission by Landlord; or
 - (b) any assignment of the Lease or by any subletting of all or any portion of the Premises; or
 - (c) Landlord's acceptance of any security for the payment and performance of Tenant's obligations, or the release, surrender, substitution or modification of any such security; or
 - (d) any amendment or modification of said Lease; or (e) the release, discharge or modification of Tenant's obligations under the Lease pursuant to any bankruptcy, insolvency or similar laws and proceedings, or the rejection of the Lease in any such proceedings; or
 - (f) any disability or other defense of Tenant; or the cessation from any cause whatsoever of the liability of Tenant; or
 - (g) any other matter whatsoever whereby Guarantor would or might be released, it being the intent hereof that the Guarantor shall at all times be and remain liable to the Landlord to the same extent as if it was jointly and severally liable with Tenant to Landlord under the Lease.
2. Guarantor waives notice of acceptance of this Guaranty by Landlord and diligence on its part in the enforcement of the obligations of Guarantor hereunder. Guarantor further waives any right it may have to require that Landlord, before enforcing the obligations of the Guarantor hereunder, pursue any rights or remedies it may have against Tenant or against any security given to Landlord, it being agreed that the liability of Guarantor hereby shall be primary and that in any right of action which may accrue to the Landlord under the Lease, Landlord may, at its option, proceed against Guarantor and Tenant, or may proceed against either Guarantor or Tenant without having commenced any action against or having

obtained any judgment against the other. Guarantor further agrees to pay all costs, legal expenses and attorneys' fees incurred or paid by Landlord in the enforcement of this Guaranty.

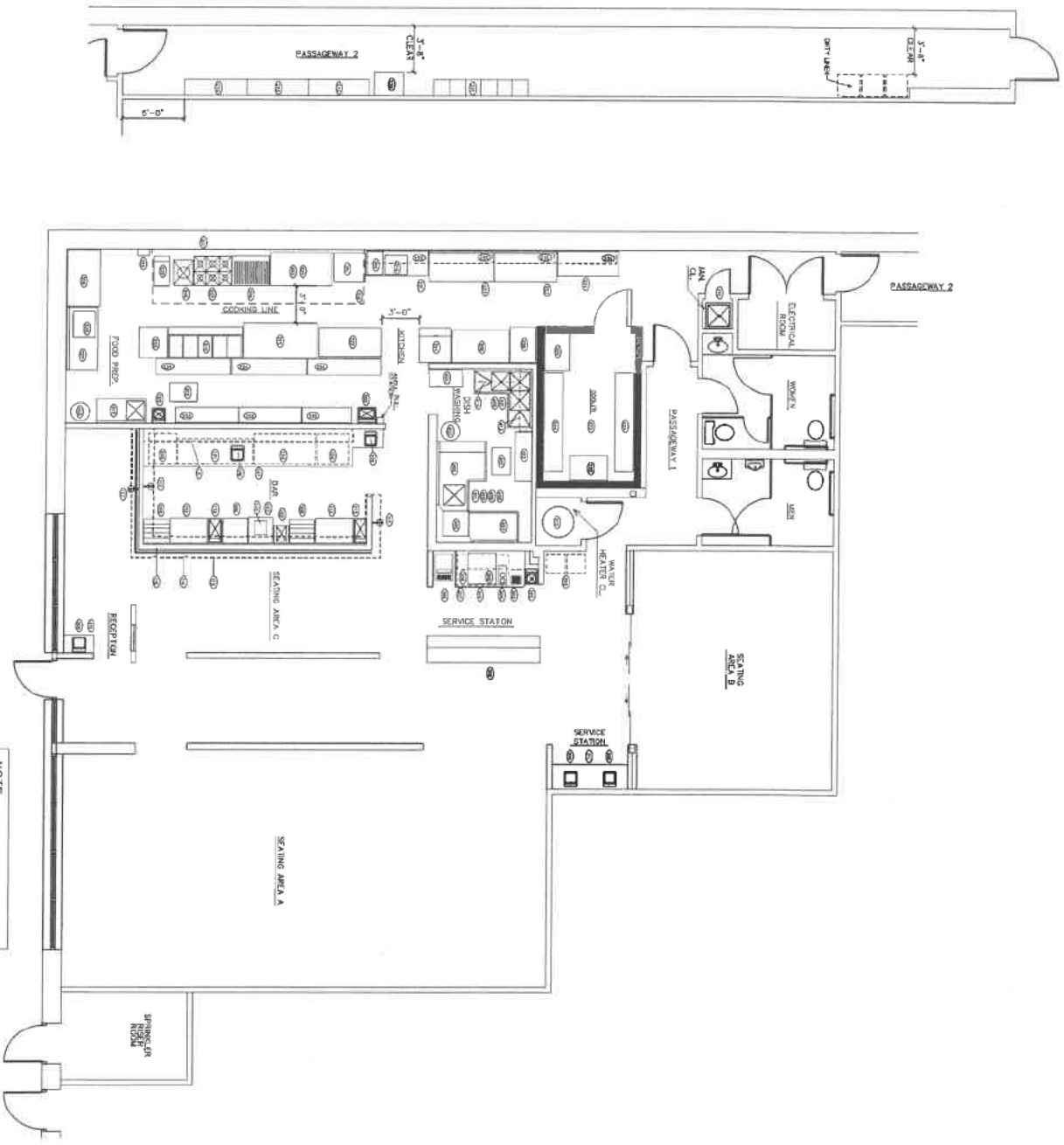
3. If there is more than one Guarantor (whether hereunder or by separate instrument), the liability of each Guarantor shall be joint and several, and the continuation of this Guaranty as to each Guarantor shall not be affected by the termination, discontinuance, release or modification hereof as to any other Guarantor, including, without limitation, termination because of death or disability of a Guarantor.
4. If any of Guarantor's obligations hereunder shall be held to be unenforceable, this Guaranty and its application to all other obligations hereunder shall not be affected thereby and shall remain in full force and effect.
5. This Guaranty may not be changed, modified, discharged, or terminated orally, or in any manner other than by an agreement in writing signed by Guarantor and Landlord.
6. Any notice or demand upon Guarantor shall be deemed to be sufficiently given or served if in writing and mailed by registered or certified mail, return receipt requested, addressed to Guarantor at the address set forth below.
7. All terms and provisions of this Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall be binding upon Guarantor, and Guarantor's heirs, personal representatives, successors and assigns.
8. This Guaranty may be executed in one or more counterparts by one or more Guarantor, each of which shall be deemed an original.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as a sealed instrument as of

Witness

Elmer Melendez

Address: 52 Brook Lane
Gardner, Massachusetts 01440



FOOD SERVICE FLOOR PLAN
1/4" = 1'-0"

NOTE:
REFER TO SHEET FS21 FOR
EQUIPMENT SCHEDULE.

SET ISSUED FOR BUILDING PERMIT
JUNE 1, 2022

FS.1.1
FOOD SERVICE
FLOOR PLAN

PROJECT 23058
PROPOSED RESTAURANT
FOR
BANDOLERO'S RESTAURANT
13
SUDBURY ROAD
CONCORD, MA

NO.	DATE	BY	DESCRIPTION
1	01-27-22	ML	OWNER'S REVIEW & COMMENTS
2			
3			
4			
5			

MASSACHUSETTS PROFESSIONAL ARCHITECTS
 REGISTERED PROFESSIONAL ARCHITECT
 No. 14,510
 EXPIRES 12/31/2024
 STATE OF MASSACHUSETTS
 Michael J. Lorigan

LORIGAN ARCHITECTS
 Voice 978.686.3012
 377 Main Street
 Fitchburg, MA 01420
 Bill@LoriganArchitects.com



CONCORD BOARD OF HEALTH

141 Keyes Road
Concord, MA 01742
Phone: (978) 318-3275
Fax: (978) 318-3281



Public Health
Prevent. Promote. Protect.

June 27, 2023

Elmer Melendez
Melendez Magone Inc
DBA Bandoleros
Concord, MA 01742

RE: Bandoleros Restaurant, 195 Sudbury Road, Concord, MA

Dear Mr. Melendez,

On June 27, 2023, you submitted a revised set of plans and Food Establishment Plan Review Application to construct the Food Service Operation at the above location. The plans were prepared by William Lorigan, Lorigan Architect and are dated 6/27/23, labeled Cover Sheet GO.0, FS 1.1 and FS 2.1.

Acting under the authority of Massachusetts General Laws, Chapter 111, section 127A, the office of the Board of Health reviewed these plans to determine whether the proposed remodeling complies with the 2013 FDA Food Code as revised by Chapter 10 of the State Sanitary code, 105 CMR 590.000, Minimum Standards for Food Establishments.

Your proposed application and plans are approved. Any additional changes must be approved in writing.

Post construction inspections are required. Your first inspection will be scheduled after you have passed your plumbing and electrical finals and the equipment is up and running.

If you have any questions regarding the process, please feel free to contact me at gwhite@concordma.gov or via phone at 978-318-3275

Gabrielle White
Public Health Inspector
Town of Concord



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Maura Healey
GOVERNOR

Kim Driscoll
LT. GOVERNOR



434337099

Lauren E. Jones
SECRETARY

Katie Dishnica
DIRECTOR

MELENDEZ MAGANA INC
Attn: D/B/A Dario's Pizza
52 Brook Ln
Gardner, MA 01440-4241

EAN: 84019851
August 30, 2023

Certificate Id:74005

The Department of Unemployment Assistance certifies that as of 8/30/2023 ,MELENDEZ MAGANA INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Katie Dishnica, Director

Department of Unemployment Assistance



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0447779616
Notice Date: August 29, 2023
MA Taxpayer ID: 11616447



CERTIFICATE OF GOOD STANDING REQUEST VERIFICATION



MELENDEZ MAGANA CO
52 BROOK LN
GARDNER MA 01440-4241

000228

Why did you receive this notice?

This notice is to let you know that MELENDEZ MAGANA CO recently used our website to request a **Certificate of Good Standing** on your behalf. To request the certificate, MELENDEZ MAGANA CO entered information specific to your account and indicated that you gave your permission for this request.

What steps should you take?

If you didn't give permission for this request, or if you have any questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m.

LAW OFFICES OF
STEVEN M. VAILLANCOURT

279 Main Street, Fitchburg, MA 01420
(978) 353-8608

Licensed in MA and NH

Steven M. Vaillancourt, Esq.

Daniel G. Saltzman, Esq. (Admitted in MA)
Andrew Sprow, Esq. (Admitted in MA)

Direct: (978) 578-7851
Facsimile: (603) 589-1193
andrew@vaillancourtlaw.com

September 14, 2023

By Hand

Ms. Shannon McAndrew
Senior Administrative Assistant
Town of Concord
22 Monument Square
Concord, MA 01742

Re: Application for a New Liquor License;
Applicant: Melendez Magana, Inc. d/b/a Bandoleros

Dear Ms. McAndrew:

In regard to the referenced matter, enclosed please find ABCC Change of Manager Application along with attendant documentation in behalf of Melendez Magana, Inc. Said Application is submitted to fulfill the municipality's requisite of an Alternate Manager of Record for liquor license issuance. We will provide current TIPS certifications shortly and prior to the time of public hearing. Kindly file in your usual manner and please contact the undersigned should you require anything further.

Thank you for your courtesy.

Very truly yours,



Andrew Sprow, Esq.

AVS/
enclosure
cc: Mr. Elmer Melendez

Listing of Documents Filed

Change of Manager
Melendez Magana, Inc. (d/b/a Bandoleros)

1. AMENDMENT – Change of Manager (with Continuation Page);
2. Applicant's Statement;
3. Entity Vote;
4. CORI Authorization Form and Driver's License (Luis Manuel Angel);
5. Proof of Citizenship for Luis Manuel Angel (US Passport);



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

AMENDMENT-Change of Manager **Change of License Manager**

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Melendez Magana, Inc. d/b/a Bandoleros	Concord	

2. APPLICATION CONTACT

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

Name	Title	Email	Phone
Andrew Sprow, Esq.		andrew@vaillancourtlaw.com	(978) 578-7851

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name	Luis Manuel Angel	Date of Birth	[REDACTED]	SSN	[REDACTED]
Residential Address	[REDACTED]				
Email	[REDACTED]	Phone	[REDACTED]		
Please indicate how many hours per week you intend to be on the licensed premises	30	Last-Approved License Manager			

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be U.S. citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
 Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
		See Continuation Page		

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature [Signature] Date 09/12/2023

Continuation Page

Change of Manager
Melendez Magana, Inc. d/b/a Bandoleros

3 C. Employment Information;

Luis Manuel Angel

03/2021 – Present	Manager	Tacos Tequilas	310 Main Street Fitchburg, MA
12/2018 – 12/2020	Manager	La Santa Restaurant	386 Middlesex Rd. Tyngsboro, MA
3/2019 – 7/2020	Manager	In & Out Burritos	494 Amherst St. Nashua, NH
7/2019 – 4/2020	Manager	Frieda's Tacos and Tequilas	Manchester, NH
2014 – 2018	Manager	Los Bravos Mexican Restaurant	Atlanta, GA
2013 – 2014	Kitchen	El Nopal	Calhoun, GA

APPLICANT'S STATEMENT

I, the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Date:

Title:

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):

- Change of Manager
- 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."

"VOTED: To appoint
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer / LLC Manager Signature

ELMER MELENDEZ
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	Melendez Magana, Inc. d/b/a Bandoleros	CITY/TOWN:	Concord
---	----------------------	----------------	--	------------	---------

APPLICANT INFORMATION

LAST NAME:	Angel	FIRST NAME:	Luis	MIDDLE NAME:	Manuel			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	Georgia					
DATE OF BIRTH:	<input type="text"/>	SSN:	<input type="text"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>			
MOTHER'S MAIDEN NAME:	<input type="text"/>	DRIVER'S LICENSE #:	<input type="text"/>	STATE LIC. ISSUED:	New Hampshire			
GENDER:	MALE	HEIGHT:	5	8	WEIGHT:	178	EYE COLOR:	Brown
CURRENT ADDRESS:	<input type="text"/>							
CITY/TOWN:	<input type="text"/>							
FORMER ADDRESS:	<input type="text"/>							
CITY/TOWN:	<input type="text"/>							

PRINT AND SIGN

PRINTED NAME:	Luis Manuel Angel	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-------------------	-------------------------------	--

NOTARY INFORMATION

On this before me, the undersigned notary public, personally appeared (name of document signer), proved to me through satisfactory evidence of identification, which were to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



Steven M. Vaillancourt
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 5, 2020

DIVISION USE ONLY

REQUESTED BY:	<input type="text"/>
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 860-4614.



New Hampshire DRIVER LICENSE

NOT FOR FEDERAL IDENTIFICATION



1 NAME
ANGEL
2 GIVEN NAMES
LUIS MANUEL



15 SEX **M** 16 HGT **5'-08"** 17 WGT **190 lb** 18 EYES **BRO** 19 HAIR **BLK**

4a ISSUE DATE
08/21/2023

9 CLASS **D**

12 RESTRICTIONS
NONE



02856038

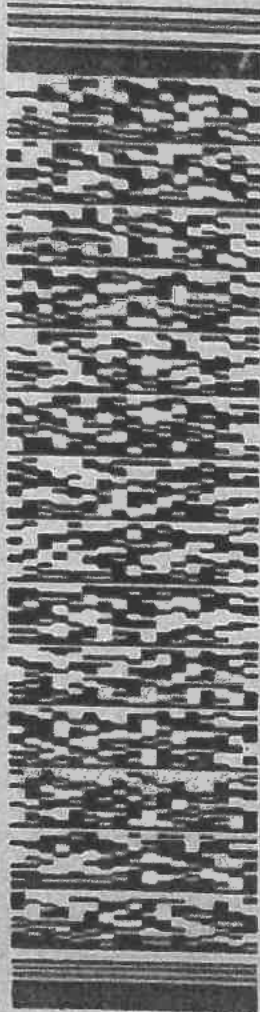
9a ENDORSEMENTS
NONE

DUPLICATE

Luis M. Angel



02856038



9 CLASS
D-NON COMMERCIAL CLASS D

9a ENDORSEMENTS
NONE

12 RESTRICTIONS
NONE

LEGAL ADDRESS

MEDICAL CONDITION

NEXT OF KIN



John C. Malone

DIRECTOR OF MOTOR VEHICLES

**TOWN OF CONCORD
SELECT BOARD**

PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held at the Town House in the Select Board Meeting Room, 22 Monument Square, Concord, MA on Tuesday, October 10, 2023 at 6:00 PM to hear the application for an On-Premise All Alcoholic Beverages License and Common Victualler License for Elmer Melendez of Melendez Magana, Incorporated, D/B/A Bandoleros for an establishment to be located at 195 Sudbury Road.

The application was filed with the Select Board on Wednesday, September 6, 2023.

Questions on this application should be directed to Attorney Andrew Sprow of the Law Offices of Steven M. Vaillancourt via email at andrew@vaillancourtlaw.com or via phone at 978-578-7851.

By Order of the Select Board

Mary Hartman, Clerk

7022 0410 0000 9325 1765

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$11.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$11.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
CONCORD ACADEMY
Street and Apt. No., or PO Box No.
166 MAIN ST.
City, State, ZIP+4®
CONCORD, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 9325 1789

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Concord, MA 01742

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Certified Mail Fee	\$4.35
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<input type="checkbox"/> Return Receipt (hardcopy)	\$11.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$11.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
MS. ELIZABETH WILCZEK; MR. FRANK WILCZEK
Street and Apt. No., or PO Box No.
292 SUBURY RD.
City, State, ZIP+4®
CONCORD, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 9325 1796

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Concord, MA 01742

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Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$11.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$11.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
MR. ROBERT T. SILVER
Street and Apt. No., or PO Box No.
164 THOREAU ST.
City, State, ZIP+4®
CONCORD, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 9325 1772

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

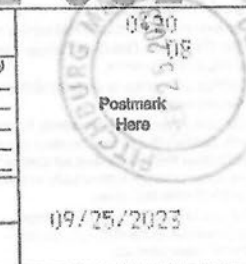
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Concord, MA 01742

OFFICIAL USE

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Extra Services & Fees (check box, add fee as appropriate)	\$7.55
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$11.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
MR. JAMES A. HOOVEN, JR.; MS. HEATHER T. HOOVEN
Street and Apt. No., or PO Box No.
25 THOREAU CT.
City, State, ZIP+4®
CONCORD, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 9325 1819

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

Wellesley Hills, MA 02481

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$11.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$11.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
148 THOREAU LLC
Street and Apt. No., or PO Box No.
7 MONROE RD.
City, State, ZIP+4®
WELLESLEY, MA 02481

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 9325 1802

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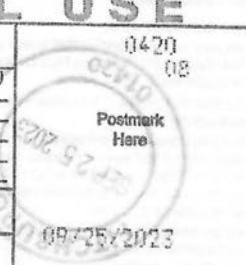
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For delivery information, visit our website at www.usps.com

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$11.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$11.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
MS. MEGHAN KELLEY BARRETT
Street and Apt. No., or PO Box No.
156-158 THOREAU ST.
City, State, ZIP+4®
CONCORD, MA 01742

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Chestnut Hill MA 02467

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.00
<input type="checkbox"/> Return Receipt (electronic)	\$1.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
KILLER BEES, LLC
Street and Apt. No., or PO Box No.
1234 BOYLSTON ST.
City, State, ZIP+4®
CHESTNUT HILL, MA 02467

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Lincoln MA 01773

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.00
<input type="checkbox"/> Return Receipt (electronic)	\$1.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
MR. JAMES B. WHITE
Street and Apt. No., or PO Box No.
38 BEDFORD RD.
City, State, ZIP+4®
LINCOLN, MA 01773

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 9325 1840

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com

Concord MA 01742

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.00
<input type="checkbox"/> Return Receipt (electronic)	\$1.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
PWP REAL ESTATE LLP
Street and Apt. No., or PO Box No.
191 SUBURY RD.
City, State, ZIP+4®
CONCORD, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 9325 1857

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For delivery information, visit our website at www.usps.com

Lunenburg MA 01462

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.00
<input type="checkbox"/> Return Receipt (electronic)	\$1.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
TOOMBS REALTY CORPORATION
Street and Apt. No., or PO Box No.
31 B PROSPECT ST.
City, State, ZIP+4®
LUNENBURG, MA 01462

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 9325 1864

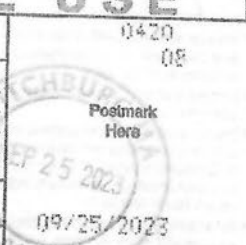
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Carlisle MA 17013

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.00
<input type="checkbox"/> Return Receipt (electronic)	\$1.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
DAM CLEARWATER LLC
Street and Apt. No., or PO Box No.
P.O. Box 6500
City, State, ZIP+4®
CARLISLE, PA 17013

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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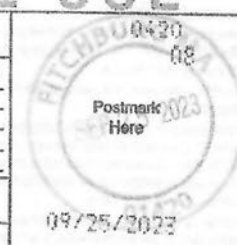
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Concord MA 01742

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.00
<input type="checkbox"/> Return Receipt (electronic)	\$1.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
MS. JEAN L. CAMPBELL
Street and Apt. No., or PO Box No.
33 BRADFORD ST.
City, State, ZIP+4®
CONCORD, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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OFFICIAL USE

7022 0410 0000 9325 1895

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$2.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56



Sent To
PERIOD RT LLC
 Street and Apt. No., or PO Box No.
144 SADBURY RD.
 City, State, ZIP+4®
CONCORD, MA 01742

Shannon McAndrew

From: Shannon McAndrew
Sent: Thursday, September 7, 2023 1:18 PM
To: Tom Mulcahy; Melanie Dineen; Paul Creedon
Subject: Application for New Liquor License - Bandoleros
Attachments: Bandoleros - Liquor License Application.pdf

Good afternoon Chief Mulcahy, Melanie, and Paul,

Yesterday, I received an application for a new Liquor License for Melendez Magana, Inc., DBA Bandoleros. I believe this applicant has already been working with the Building and Health Departments regarding other necessary permitting for the restaurant, so you may have expected this application to come your way for review as well. If you have any comments or concerns regarding the application, please feel free to send those over to me in a memorandum as we begin to prepare for a public hearing. Giving time for staff to review the application, but also needing to act within the 30 business days that the application has been received, we will target the first meeting in October on **Tuesday, October 10th** for the public hearing. Please send comments, if any, to me in a memorandum by Friday, September 29th by the end of the day. Thanks very much!



Shannon McAndrew (she/her/hers)
Executive Assistant to the Select Board
Town Manager's Office/Select Board

Email: smcandrew@concordma.gov
Phone: 978-318-3003

22 Monument Square
Concord, MA 01742
www.concordma.gov

TOWN OF CONCORD
COMMON VICTUALLER'S LICENSE APPLICATION

RECEIVED
SEP 07 2023



PAID

New License Application Fee: \$50.00

TOWN OF CONCORD
TOWN MANAGER'S OFFICE

The undersigned hereby applies for a Common Victualler License in accordance with the provisions of the State relating thereto:

Name of Applicant: Elmer Melendez

Name of Business: Melendez Magana Inc.

Business d/b/a: Bandoleros

Address: 195 Sudbury Rd.

Applicant Signature: [Signature]

Business Phone: _____ Home/Cell Phone: 978-413-3959

In accordance with the rules and regulations made under authority of said statute

Fee Paid: \$ 50.- Date: 9.7, 2023

APPROVAL: Prior to design, construction or renovation to any establishment requiring a Common Victuallers license, the applicant must receive approval from each of the departments listed below. Only then will consideration of the license be put on the Selectmen's agenda.

Building Commissioner: [Signature] Approved: Disapproved:

Number of Approved Seats _____

Remarks: _____

Public Health Director: Melanie T. Dineen X Approved: Disapproved:

Remarks: _____

CPW - Water & Sewer Superintendent [Signature] Approved: Disapproved:

Remarks: approval based on Sewer Review 23-13 (102 seat restaurant)



**Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia**

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: McLundez Magana Inc.

Address: 52 Brook Lane Gardner

City/State/Zip: MA 01440 Phone #: 978-413-3959

- Are you an employer? Check the appropriate box:**
- I am an employer with _____ employees (full and/or part-time).*
 - I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
 - We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
 - We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

- Business Type (required):**
- 5. Retail
 - 6. Restaurant/Bar/Eating Establishment
 - 7. Office and/or Sales (incl. real estate, auto, etc.)
 - 8. Non-profit
 - 9. Entertainment
 - 10. Manufacturing
 - 11. Health Care
 - 12. Other _____

Applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information. If corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

If an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Charles River Insurance Brokerage, Inc

Insurer's Address: 29 Main Street, Leominster

City/State/Zip: Massachusetts, 01453

Policy # or Self-ins. Lic. # A106604372 Expiration Date: 06/01/2024

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$100 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the Department of Labor Affairs for insurance coverage verification.

I hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: _____

City/Town: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Town of Concord Permit/License # _____

Issuing Authority (check one):

- Board of Health
- Building Department
- City/Town Clerk
- Licensing Board
- Selectmen's Office
- Other _____

Contact Person: Shannon McAndrew Phone #: 978-318-3003



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2023

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

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

PRODUCER Charles River Insurance Brokerage, Inc. 29 Main Street Leominster MA 01453	CONTACT NAME: Ryan R Logan PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: mdumont@charlesriverinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Sunapee Mutual Fire Insurance</td> <td>28479</td> </tr> <tr> <td>INSURER B: Green Mountain Ins. Co.</td> <td>20680</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sunapee Mutual Fire Insurance	28479	INSURER B: Green Mountain Ins. Co.	20680	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Sunapee Mutual Fire Insurance	28479													
INSURER B: Green Mountain Ins. Co.	20680													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Melendez Magana, Inc. dba Bandoleros 195 Sudbury Rd Concord MA 01742 (978) 582-4300														

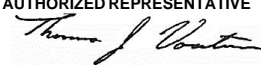
COVERAGES MD **CERTIFICATE NUMBER:** Cert ID 11938 (7) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20028649	02/18/2023	02/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liab \$ 1Mil/1Mil																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20028649	02/18/2023	02/18/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A106604372	06/01/2023	06/01/2024	<table border="1"> <tr> <td></td> <td>PER STATUTE</td> <td>OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> </table>		PER STATUTE	OTHER		E.L. EACH ACCIDENT			\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000
	PER STATUTE	OTHER																					
E.L. EACH ACCIDENT			\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT			\$ 1,000,000																				
							\$																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Concord 22 Monument Square Concord MA 01742	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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TOWN OF CONCORD
SELECT BOARD

LICENSE ATTESTATION
REQUIRED BY THE
MASSACHUSETTS DEPARTMENT OF REVENUE

Name:
d/b/a:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Meleendez Magana Inc.

Signature of Individual or
Corporate Name (Mandatory)*

[Signature]

By Corporate Officer
Mandatory, (If applicable)

Elmer Meleendez

Print Name of above

Print Name of above

[Redacted]

Federal Identification Number

9/7/2023

Date

Social Security Number (voluntary)**

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law, Chapter 62C, Section 49A. G.

.....
Please provide an e-mail address by which your establishment may be contacted in the event there is information that must be transmitted immediately. **Please print**



E-mail: [Redacted]

Name: Elmer Meleendez



CONCORD MUNICIPAL LIGHT PLANT

ELECTRIC | BROADBAND | ENERGY MANAGEMENT

Date: October 2, 2023
To: Shannon McAndrew, Town Manager's Office, Senior Administrative Assistant
Via: David Wood, CMLP Director
Via: Joe Repoff, CMLP Assistant Director 
From: Jeffrey Cosgrove, CMLP Lead Electrical Engineer 
Cc: Steven Dookran, CPW Town Engineer
Cc: Justin Richardson, CPW Assistant Town Engineer
Subject: Petition of Comcast of Massachusetts III, Inc. for a Grant of Location on Commonwealth Ave

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. to install underground facilities along the sidewalk between #'s 108 and 100 Commonwealth Ave. This underground extension will allow Comcast to provide service to the building located at #92-100 Commonwealth Ave; reference plan filed with said petition.

The Concord Municipal Light Plant (CMLP) has reviewed the attached Grant of Location petition and recommend approval of the petition with the following conditions.

1. Prior to construction, the applicant must complete a pre-Hearing site visit with the Concord Municipal Light Plant to review work to be completed.
2. Minimum separation and clearance requirements as described by the most recent National Electric Safety Code must be maintained between the proposed Comcast infrastructure and existing underground facilities.
3. Prior to digging Comcast must notify CMLP with the construction start date with no less than 24 hours' notice. A CMLP representative shall be on site during the construction to maintain the integrity of CMLP's existing underground facilities.
4. As-built plans must be provided to the Concord Municipal Light Plant Engineering Division prior to the final closeout of the project.

133 Keyes Road
Concord, MA 01742



DATE: 09/27/2023

MEMORANDUM

TO: Shannon McAndrew, Senior Administrative Assistant
VIA: Alan Cathcart, Director of Public Works
FROM: Stephen Dookran PE, Town Engineer
PREPARED BY: Justin Richardson, PE, Assistant Town Engineer
SUBJECT: Petition of Comcast of Massachusetts III, Inc. to install new coaxial cable along Commonwealth Avenue.

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on Commonwealth Avenue. The applicant proposes new coaxial cable to be installed underground connecting to the Comcast network to provide service to #92-100 Commonwealth Avenue. Concord Public Works (CPW) Engineering Division has reviewed the attached Grant of Location petition dated July 20, 2023 and recommends approval of the petition with the following conditions.

1. Prior to construction, the applicant must complete a site visit with CPW to review work to be completed. CPW shall be notified at least 24 hours prior to the start of construction.
2. The applicant must remove any infrastructure deemed obsolete as a result of this project.
3. As-built plans must be provided to the Concord Public Works Engineering Division and Concord Municipal Light Plant Engineering Divisions prior to the final closeout of the project.
4. The Applicant will remove the new coaxial cable upon completion of its service life.
5. A ROW Permit application shall be submitted to CPW with stamped constructions plans if any alteration of surface features in the ROW is being performed. A ROW permit shall also be applied for if obstructions will be left in the ROW when no work is being performed. If a ROW permit is required, no work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.
6. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW Engineering Division for approval. This should include sidewalk closures and alternative pedestrian routes around the construction.
7. The Applicant shall notify emergency services, the school district, the post office, CPW Solid Waste for trash pickup services via email one week prior to the start of construction. The applicant shall also notify neighborhood residents with door hangers prior to the start of construction.



85 East Belcher Road
Foxborough, MA 02035
Phone: 617-279-5880 (c)

July 20, 2023

Shannon McAndrew
Senior Administrative Assistant
Town Manager's Office
Town of Concord, MA

RE: Petition for Grant of Location, 92-100 Commonwealth Avenue

Dear Shannon:

Enclosed please find Comcast's Petition for Installation of Coaxial Cable along Commonwealth Avenue. I have also enclosed a draft Order. Please advise when the Board will be able to hear us on this matter.

Thank you for your assistance in this matter. Please do not hesitate to contact me should you have any questions, comments, or concerns regarding any aspect hereof.

Sincerely,

Catherine Maloney

Catherine Maloney, Senior Manager of Government & Regulatory Affairs
Comcast

PETITION FOR INSTALLATION OF COAXIAL CABLE

Concord, Massachusetts

7/20/2023

To the Select Board of Concord, Massachusetts:

Comcast of Massachusetts III, Inc. requests permission to install coaxial cable to be owned and used by the petitioner, along and across the following public way or ways:

- *92-100 Commonwealth Avenue*

Wherefore they pray that after due notice and hearing as provided by law, they be granted permission to install coaxial cable over lashed to existing underground strand coaxial cable as they may find necessary and in accordance with the plan filed herewith.

1. **Comcast of Massachusetts III, Inc.**

By: *Catherine Maloney*

Print name: Catherine Maloney

Title: Sr. Manager of Government and Regulatory Affairs

Telephone or e-mail contact info: (617) 279-5880 cell phone
Catherine_Maloney@comcast.com

ORDER FOR INSTALLATION OF COAXIAL CABLE

In Select Board of the Town of Concord, Massachusetts

Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED: that **Comcast of Massachusetts III, Inc.** be and is hereby granted permission to install coaxial cable as it deems necessary, in the public way or ways hereinafter referred to, as requested in the said petition and accompanying plan.

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

Locate and intercept existing underground Comcast conduit and place flush mount handhole. Excavate and place 3" schedule 40 PVC conduit in an easterly direction and create a handhole location near 100 Commonwealth Av. Continue conduit placement toward the building 92-100 Commonwealth Av. The purpose is to provide access to Comcast service to the occupants of 92-100 Commonwealth Av. Submit a stamped engineered drawing of the as-built to Concord Engineering. Coordinating with the work currently going on prior to full restoration. All said coaxial cables shall be placed in a manner that complies with the National Electrical Safety Code.

The following are the public ways or parts of ways along which the above referred to may be installed thereon under this order:

- *92-100 Commonwealth Avenue*

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Concord, Massachusetts held the _____ day of _____, 2023.

Clerk of Select Board

We hereby certify that on _____, at _____ O'clock _____, at

Concord, Massachusetts, a public hearing was held on the petition of **Comcast of Massachusetts III, Inc.**

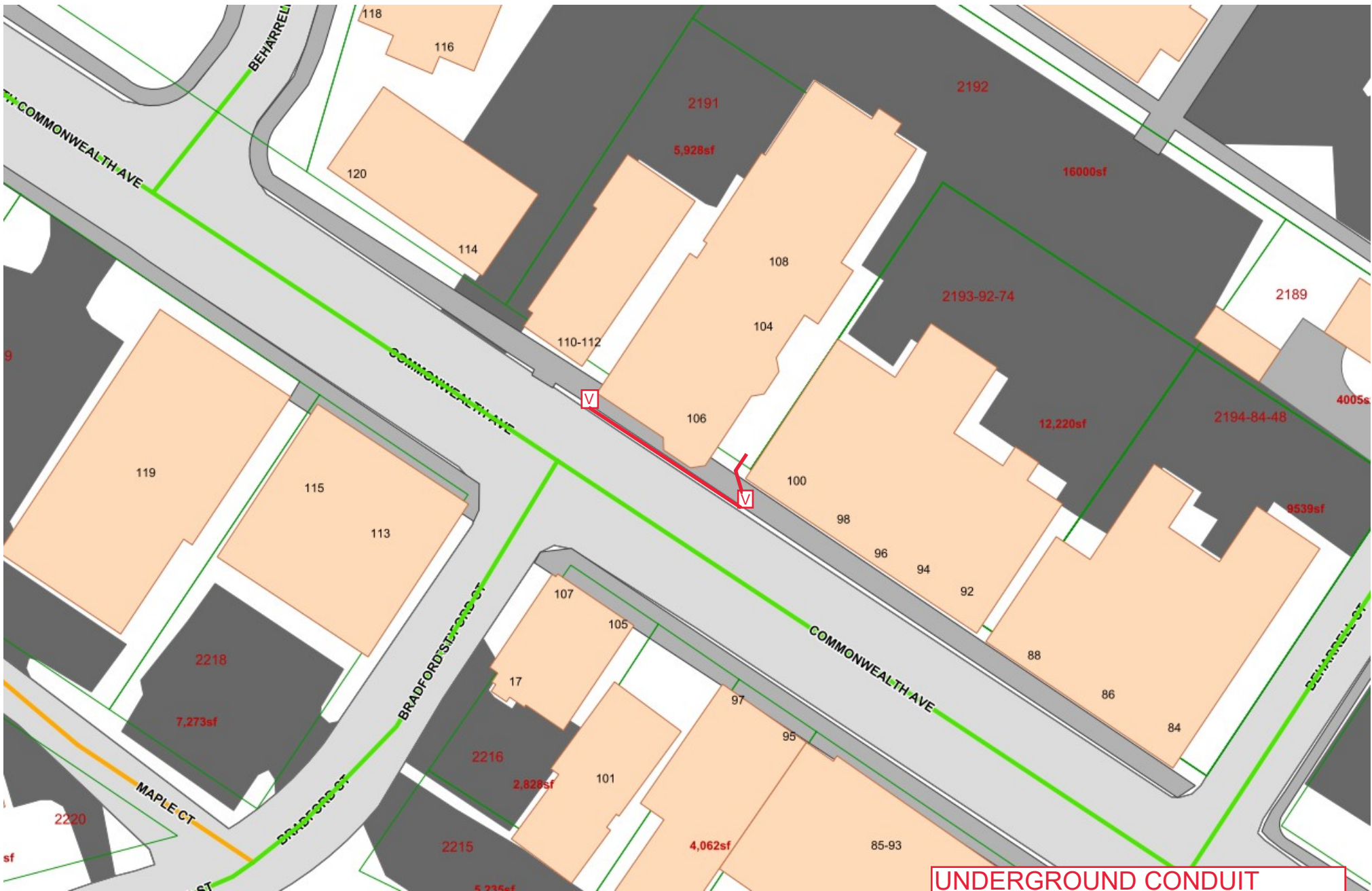
permission to install coaxial cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install coaxial cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Select Board of the Town of Concord, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of Hearing with notice adopted by the Select Board of the Town of Concord, Massachusetts, on the _____ day of _____, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and additions thereto or amendments thereof.

Attest: _____
Town Clerk



 Hand-Hole
24"x36"x24"

 3" Schedule 40 PVC Conduit

**UNDERGROUND CONDUIT
PLACEMENT REQUEST
92-100 COMMONWEALTH AV.
CONCORD, MA**

**TOWN OF CONCORD
SELECT BOARD**

PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held at the Town House in the Select Board Meeting Room, 22 Monument Square, Concord, MA on Tuesday, October 10, 2023 at 6:00 PM, upon the petition of Comcast of Massachusetts to install coaxial cable to be owned and used by the petitioner, along and across the following public ways or ways:

- 92 – 100 Commonwealth Avenue

The petition was filed with the Select Board on July 20, 2023.

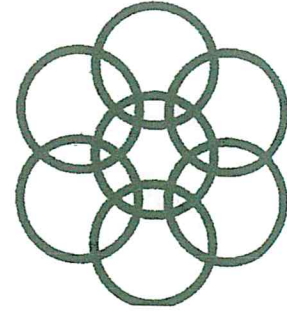
Questions on this matter should be directed to Catherine Maloney, Senior Manager of Government and Regulatory Affairs at Comcast, via phone at 617-279-5880 or via email at Catherine.Maloney@comcast.com.

By Order of the Select Board

Mary Hartman, Clerk



Concord
Massachusetts, USA



Nanae
Hokkaido, Japan

Renewal of Sister City Affiliation

WHEREAS, Concord and Nanae have successfully promoted mutual exchanges in education and culture since 1992 and as Sister Cities since 1997;

WHEREAS, we believe firmly that the deepening of our friendship through these exchanges has benefited our citizens and contributed to a broader understanding between our nations;

NOW, THEREFORE, Concord and Nanae pledge here to continue to cooperate as Sister Cities, signing this agreement in Concord, on the twenty-ninth day of October, 2023 and in Nanae on the thirtieth day of October, 2023.

TOWN OF CONCORD:

Henry J. Dane, Chair
Concord Select Board

TOWN OF NANAE:

Sugihara Futoshi
Mayor of Nanae



TOWN OF CONCORD
Office of the Town Manager
Town House
P.O. Box 535
Concord, Massachusetts 01742

Memorandum

To: Select Board
From: Megan Zammuto, Deputy Town Manager
Date: October 3, 2023
RE: Development Agreement for NOVO Riverside Commons 40B

Request:

Request that the Select Board identify one or two members to advise town staff and Concord Municipal Affordable Housing Trust (CMAHT) chair Keith Bergman as they negotiate terms on a Development Agreement between the Town of Concord and Taurus Investment Holdings for the development of the NOVO Riverside Commons 40B. M. Zammuto will report back to the Select Board with a draft agreement that will either be discussed in a public meeting, or executive session if necessary.

Process Recommendation:

Staff, in accordance with Town Counsel and CMAHT chair K. Bergman, recommend the following process to negotiate and implement a Development Agreement between the Town of Concord and Taurus Investment Holdings.

- Identify one or two Select Board members to provide advice as we begin to develop the draft Development Agreement for the Select Board's consideration.
- Begin to identify elements of the agreement now and continue to develop the agreement throughout the Zoning Board of Appeals (ZBA) public hearing process on the comprehensive permit application filed by NOVO on August 21, 2023.
- Bring the draft agreement to the Select Board for comments and feedback over the next two months.
- Conclude negotiations as the Zoning Board of Appeals completes its public hearing process with the goal of completing the Development Agreement at the same time as the ZBA issues its decision on the comprehensive permit.

Background

The Select Board's August 7, 2023 letter of comments to MassHousing on NOVO's application for project eligibility / site approval had expressed strong support for many aspects of the project, identified a list of the Town's concerns, and the Board's intent to negotiate a development agreement with the developer to address some of those concerns

which may not be addressed by the ZBA. CMAHT's August 2, 2023 letter to the Select Board had recommended the Board negotiate an agreement with the developer on several topics and indicated the Trust would be pleased to participate in that process to whatever extent the Select Board may desire. The Concord Housing Development Corporation (CHDC) will also be submitting its recommendations shortly.