



# *Town of Winche*

Docket Item:  
F - 2:  
August 29, 2016

me  
71 Mt. Vernon Street  
Winchester, MA 01890  
Phone: 781-721-7133  
Fax: 781-756-0500  
townmanager@winchester.ma.gov

## TOWN OF WINCHESTER

### NOTICE OF PUBLIC HEARING

The Winchester Board of Selectmen will hold a public hearing on **Monday, August 29, 2016 at 8:15 PM** in the Board of Selectmen's Meeting Room, 2<sup>nd</sup> Floor of Town Hall, on the application of Frasa, Inc. d/b/a D'Agostino Deli located at 9-11 Waterfield Road for a Wine and Malt Package Store License with the Town of Winchester.

The Public is invited to attend.

Lance R. Grenzeback, Chairman  
E. James Whitehead, Vice Chairman  
Michael Bettencourt  
Stephen Powers  
David Errico

**LICENSE  
ALCOHOLIC BEVERAGES**

THE LICENSING BOARD OF  
**THE TOWN OF WINCHESTER**  
MASSACHUSETTS  
HEREBY GRANTS A

**RETAIL PACKAGE GOODS STORE**

License to Expose, Keep for Sale, and to Sell  
**WINE AND MALT LIQUOR ONLY**

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*Not To Be Drunk On the Premises*

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**To: Frasa, Inc. d/b/a D'Aostino Deli, 9-11 Waterfield Road**

*On the following described premises: Premises located at 9-11 Waterfield Road is a 2 story building, first floor to be licensed, three rooms, one entrance, two exits (1,700 square feet); basement for storage (1,700 square feet). Total square footage of 3,400 square feet.*

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires **DECEMBER 31, 2016** unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 29<sup>th</sup> day of August 2016.

*The Hours during which Alcoholic Beverages may be sold are:*

*In accordance with the Town of Winchester  
Retail Alcoholic Beverage  
Rules and Regulations*

.....  
.....  
.....  
.....  
.....  
.....

Licensing Board

*This License Shall Be Displayed On The Premises In A Conspicuous Position Where It Can Easily Be Read*



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

For Reconsideration

FORM 43  
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

ABCC License Number

Winchester  
 City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

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

Name of Licensee  EIN of Licensee

D/B/A  Manager

ADDRESS:  CITY/TOWN:  STATE:  ZIP CODE:

Granted under Special Legislation? Yes  No   
 Annual or Seasonal Category: (All Alcohol; Wine & Malt; Wine, Malt & Cordials; Wine; Malt) Type: (Restaurant, Club, Package Store, General On Premises, Etc.)  
 If Yes,  Chapter  Year

Complete Description of Licensed Premises:

Application Filed:  Date & Time Advertiser:  Date & Attach Publication Abutters Notified: Yes  No

Licensee Contact Person for Transaction  Phone:

ADDRESS:  CITY/TOWN:  STATE:  ZIP CODE:

Remarks:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
 Ralph Sacramone  
 Executive Director

\_\_\_\_\_  
 \_\_\_\_\_  
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ABCC Remarks:



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

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

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

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

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

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

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION  
 P. O. BOX 3396  
 BOSTON, MA 02241-3396

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town Winchester

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Frasa, Inc.

B. Business Name (if different): D'Agostino's Deli C. Manager of Record: Michael D'Agostino

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

E. Address of Licensed Premises: 9-11 Waterfield Road City/Town: Winchester State: MA Zip: 01890

F. Business Phone: 781-729-7984 G. Cell Phone:

H. Email: I. Website: http://www.dagostinos-deli.com/

J. Mailing address (If different from E.): 28 Church Street, Ste. 16 City/Town: Winchester State: MA Zip: 01890

2. TRANSACTION:

- ☑ New License ☐ New Officer/Director ☐ Transfer of Stock ☐ Issuance of Stock ☐ Pledge of Stock
☐ Transfer of License ☐ New Stockholder ☐ Management/Operating Agreement ☐ Pledge of License

The following transactions must be processed as new licenses:

- ☐ Seasonal to Annual ☐ (6) Day to (7)-Day License ☐ Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- ☐ \$12 Restaurant ☐ \$12 Hotel ☐ \$12 Club ☐ \$12 Veterans Club ☐ \$12 Continuing Care Retirement Community
☐ \$12 General On-Premises ☐ \$12 Tavern (No Sundays) ☑ \$15 Package Store

4. LICENSE CATEGORY:

- ☐ All Alcoholic Beverages ☑ Wines & Malt Beverages ☐ Wines ☐ Malt
☐ Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- ☑ Annual ☐ Seasonal

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

NAME:

ADDRESS:

CITY/TOWN:  STATE:  ZIP CODE:

CONTACT PHONE NUMBER:  FAX NUMBER:

EMAIL:

**7. DESCRIPTION OF PREMISES:**

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

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

Occupancy Number:  Seating Capacity:

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

**8. OCCUPANCY OF PREMISES:**

By what right does the applicant have possession and/or legal occupancy of the premises?

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

Other:

Landlord is a(n):  Other:

Name:  Phone:

Address:  City/Town:  State:  Zip:

Initial Lease Term: Beginning Date  Ending Date

Renewal Term:  Options/Extensions at:  Years Each

Rent:  Per Year Rent:  Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?  
Yes  No

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

**9. LICENSE STRUCTURE:**

The Applicant is a(n):

Corporation

Other :

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

Date of Incorporation/Organization:

10/30/1979

State of Incorporation/Organization: Massachusetts

Is the Corporation publicly traded? Yes  No

**10. INTERESTS IN THIS LICENSE:**

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

**IMPORTANT ATTACHMENTS (4):**

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

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

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
Samuel R. D'Agostino	President, Director	50 percent	
Ralph D'Agostino	Treasurer, Secretary Director	50 percent	
Michael D'Agostino	Manager		

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

**11. EXISTING INTEREST IN OTHER LICENSES:**

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list said interest below:

Name	License Type	Licensee Name & Address
	Please Select	

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

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

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

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

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

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

Date	License	Reason of Suspension, Revocation or Cancellation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	
C. Costs of Renovations/Construction:	\$150,000.00
D. Initial Start-Up Costs:	\$10,000.00
E. Purchase Price for Inventory:	\$20,000.00
F. Other: (Specify)	
<b>G: TOTAL COST</b>	<b>\$180,000.00</b>
<b>H. TOTAL CASH</b>	<b>\$180,000.00</b>
<b>I. TOTAL AMOUNT FINANCED</b>	<b>\$0.00</b>

**IMPORTANT ATTACHMENTS (5):** Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

**17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):**

Self-funded

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

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

Name	Dollar Amount	Type of Financing
N/A		

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

B. Does any individual or entity listed in §17 or §18 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes  No

If yes, please describe:

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

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

1. If yes, to whom:

2. Amount of Loan:

3. Interest Rate:

4. Length of Note:

5. Terms of Loan :

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

1. If yes, to whom:

2. Number of Shares:

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

If yes, to whom:

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

**20. CONSTRUCTION OF PREMISES:**

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

Replacement of refrigeration, new shelving, new lighting and three new coolers.

21. ANTICIPATED OPENING DATE: September 1, 2016

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



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

**MANAGER APPLICATION**

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

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):

Address:

City/Town:  State:  Zip Code:

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

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:

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

**3. CITIZENSHIP INFORMATION:**

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

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

**4. BACKGROUND INFORMATION:**

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

If yes, please describe:

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

If yes, please describe:

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

If yes, please describe:

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

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

Signature  Date



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

**PERSONAL INFORMATION FORM**

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

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee	Frasa, Inc.	B. Business Name (dba)	D'Agostino Deli
C. Address	28 Church Street, Suite 16	D. ABCC License Number (If existing licensee)	
E. City/Town	Winchester	State	MA
		Zip Code	01890
F. Phone Number of Premise	781-729-7984	G. EIN of License	042-71-1104

**2. PERSONAL INFORMATION:**

A. Individual Name	Michael D'Agostino	B. Home Phone Number	cell
C. Address	12 Moran Road		
D. City/Town	Lynnfield	State	MA
		Zip Code	01940
E. Social Security Number		F. Date of Birth	...
G. Place of Employment	9-11 Waterfield Road, Winchester, MA 01890		

**3. BACKGROUND INFORMATION:**

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

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

**4. FINANCIAL INTEREST:**

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

None

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

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

Signature  Date

Title  (If Corporation/LLC Representative)



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

**PERSONAL INFORMATION FORM**

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

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee	Frasa, Inc.	B. Business Name (dba)	D'Agostino's Deli	
C. Address	28 Church Street, Ste. 16		D. ABCC License Number (If existing licensee)	
E. City/Town	Winchester	State	MA	Zip Code 01890
F. Phone Number of Premise	781-729-7984	G. EIN of License	042-71-1104	

**2. PERSONAL INFORMATION:**

A. Individual Name	Ralph D'Agostino	B. Home Phone Number	
C. Address	273 Cambridge Street		
D. City/Town	Woburn	State	MA Zip Code 01801
E. Social Security Number		F. Date of Birth	
G. Place of Employment	Frasa, Inc.		

**3. BACKGROUND INFORMATION:**

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

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

**4. FINANCIAL INTEREST:**

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

50% interest

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

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

Signature Ralph D'Agostino Date 8-09-16

Title Treasurer (If Corporation/LLC Representative)



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

**PERSONAL INFORMATION FORM**

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

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee

B. Business Name (dba)

C. Address

D. ABCC License Number  
(If existing licensee)

E. City/Town

State  Zip Code

F. Phone Number of Premise

G. EIN of License

**2. PERSONAL INFORMATION:**

A. Individual Name

B. Home Phone Number

C. Address

D. City/Town

State  Zip Code

E. Social Security Number

F. Date of Birth

G. Place of Employment

**3. BACKGROUND INFORMATION:**

Have you ever been convicted of a state, federal or military crime?

Yes  No

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

**4. FINANCIAL INTEREST:**

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

50% interest

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

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

Signature

Date

Title

(If Corporation/LLC Representative)

APPLICANT'S STATEMENT

I, Samuel D'Agostino the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of Frasa, Inc., hereby submit this application for Wine and Malt License  
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:

Samuel D'Agostino

Date:

08/08/16

Title:

President

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board

For the Town of Winchester

Date

I, Lawrence M. Murray hereby certify that the following is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at: 9-11 Waterfield Road, Winchester, MA

And that the following schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location:


If there are none, please so state:

I also certify that the notice of this application/petition concerning an alcoholic beverages license was given to the above by mailing to each of them within three (3) days after publication of same, a copy of the advertisement is attached below. Also attached are the registered receipts/return registered receipts bearing signatures of persons receiving said notice.

Signed and subscribed to under the penalties of perjuries:  
Printed: \_\_\_\_\_  
Written: \_\_\_\_\_  
Date:

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

**Additional Space**

Please note which question you are using this space for.

A large, empty rectangular box with a thin black border, occupying most of the page below the text. It is intended for students to provide additional space for their answers, with the instruction to note which question they are using it for.

**UNANIMOUS CONSENT OF BOARD OF DIRECTORS  
IN LIEU OF SPECIAL MEETING  
FRASA, INC.**

Unanimous consent of the Directors in Lieu of a Special Meeting of the Board of Directors, dated July 27, 2016.

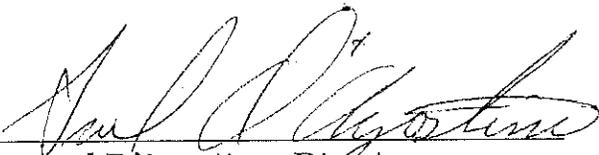
The undersigned, being all of the Directors of Frasa, Inc. a Massachusetts Corporation, agree that the following corporate action be taken:

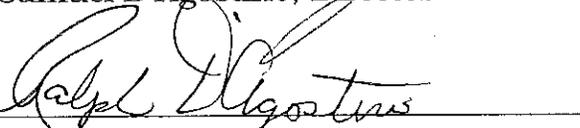
The Corporation is authorized and directed to apply to the Town of Winchester and the Commonwealth of Massachusetts Alcoholic Beverage Control Commission for a license to sell beer and wine at 9-11 Waterfield Road, Winchester, Massachusetts and to appoint Michael A. D'Agostino of 12 Morgan Road, Lynnfield, Massachusetts as Manager.

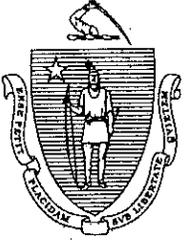
And to take any other appropriate action in order to accomplish obtaining the said licenses from the Town of Winchester and the Commonwealth of Massachusetts Alcoholic Beverage Control Commission.

All with like effect and validity as though the foregoing corporate action was duly taken by the unanimous action of all directors at a meeting of said directors duly called and legally held.

Signed and sealed this 27<sup>th</sup> day of July, 2016.

  
\_\_\_\_\_  
Samuel D'Agostino, Director

  
\_\_\_\_\_  
Ralph D'Agostino, Director



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

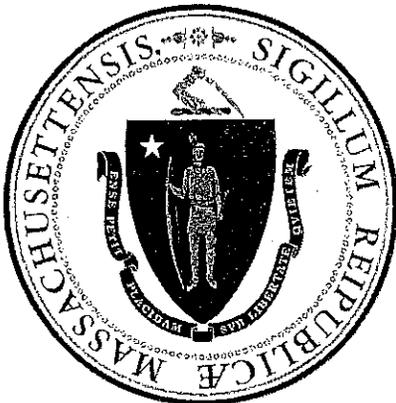
William Francis Galvin  
Secretary of the  
Commonwealth

Date: June 24, 2016

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**FRASA, INC.**

is a domestic corporation organized on **November 02, 1979** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 16060159790

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: nmc

# The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY

Secretary of State

ONE ASHBURTON PLACE, BOSTON, MASS. 02108

## ARTICLES OF ORGANIZATION

(Under G.L. Ch. 156B)

Incorporators

W  
Examiner

### NAME

### POST OFFICE ADDRESS

Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

SAMUEL R. D'AGOSTINO, 8 Cathy Road, Burlington, MA.

FRANCES D'AGOSTINO 8 Cathy Road, Burlington, MA.

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 156B and hereby state(s):

1. The name by which the corporation shall be known is:

FRASA, INC. ✓

2. The purpose for which the corporation is formed is as follows:

To maintain a market for the purchase, sale, and delivery of meats, poultry, game, vegetables, groceries, and all kinds of food supplies, and the preparation and packaging of said items in the form of sandwiches and grinders for sale to the public, as well as the acquisition of all tools, implements, paraphernalia, and real estate necessary for said purposes.

To own and operate a package store department for such sales ancillary to the operation of the above market; to acquire, hold, and manage real property or leasehold interests to house such liquor departments and for storage or garage space occupied in the same connection; to acquire such sales or distribution licenses, in its corporate name or in the names of individuals managing such market, as may be appropriate under the licensing laws, for the sale of all types of malt, venous, and/or spirituous liquors, as the nature of the particular market's business may require or permit; to enter into appropriate contracts with the owner and/or manager of grocery, department, or drug stores, or other concerns of any kind, for the operation of liquor sales stores on a departmental, franchise, or cooperative basis; and to do all the other acts necessary or reasonably appropriate to a liquor sales business.

To do any and all things permitted under the laws of the Commonwealth of Massachusetts.

7-306015

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring such such addition is clearly indicated.

Name  
Approved

C   
P   
M   
R.A.

5

P.C.

3. The total number of shares and the par value, if any, of each class of stock within the corporation is authorized as follows:

CLASS OF STOCK	WITHOUT PAR VALUE	WITH PAR VALUE		
	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred				\$
Common	12,500			

\*4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

NONE

\*5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

See page 2a attached hereto.

\*6. Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

NONE

\*If there are no provisions state "None".

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors, in the manner following:

He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price of which he is willing to sell or transfer and the name of one arbitrator. The directors shall, within thirty days thereafter, either accept the offer, or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty days within which to purchase the same at such valuation, but if at the expiration of thirty days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be paid or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

The directors may fix in advance a record date for determining the stockholders having the right to notice of and to vote at any meeting of the stockholders or adjournment thereof or the right to receive a dividend or other distribution or any other rights specified in Chapter 185 of the Acts and Resolves of the Commonwealth of Massachusetts of 1953 and in such case, only stockholders of record on such record date shall have such rights notwithstanding any transfer of stock on the books of the corporation after such record date and all as specified in said statute.

7. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.
8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date. (not more than 30 days after the date of filing.)
9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.
  - a. The post office address of the initial principal office of the corporation of Massachusetts is:  
     39 Riverside Avenue, Medford, MA. 02155
  - b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	SAMUEL R. D'AGOSTINO,	8 Cathy Road, Burlington, MA.	same
Treasurer:	SAMUEL R. D'AGOSTINO,	8 Cathy Road, Burlington, MA.	same
Clerk:	FRANCES D'AGOSTINO,	8 Cathy Road, Burlington, MA.	same
Directors:	SAMUEL R. D'AGOSTINO,	8 Cathy Road, Burlington, MA.	same
	FRANCES D'AGOSTINO,	8 Cathy Road, Burlington, MA.	same

- c. The date initially adopted on which the corporation's fiscal year ends is:  
     October 31
- d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:  
     Second Wednesday in November
- e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 30th day of October, 1979.

*Samuel R. D'Agostino*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The signature of each incorporator which is not a natural person must be an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

152172

SECRETARY OF THE  
COMMONWEALTH

979 NOV -1 PM 3:05 THE COMMONWEALTH OF MASSACHUSETTS  
CORPORATION DIVISION

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

A TRUE COPY ATTEST  
*William Francis Galvin*  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH  
6-28-2016  
DATE CLERK *[Signature]*

I hereby certify that, upon an examination of the within-written 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 \$125<sup>00</sup> having been paid, said articles are deemed to have been filed with me this *2<sup>nd</sup>* day of *November* 19*79*.

Effective date

*Michael Joseph Connolly*

MICHAEL JOSEPH CONNOLLY  
Secretary of State

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT  
TO BE FILLED IN BY CORPORATION

TO:

*Michael V. Pinelli, Esq.*  
*335 Main Street*  
*Stoneham, MA. 02180*  
Telephone *458-3990*

FILING FEE: 1/20 of 1% of the total amount of the authorized capital stock with par value, and one cent a share for all authorized shares without par value, but not less than \$125, General Laws, Chapter 156B. Shares of stock with a par value less than one dollar shall be deemed to have par value of one dollar per share.

Copy Mailed

NOV 9 1979

FILE COPY

FROM THE LAW OFFICES OF:  
RUSSO & SCOLNICK  
TWO OLIVER STREET, FOURTH FLOOR  
BOSTON, MASSACHUSETTS 02109-4901  
(617) 542-7700

COMMERCIAL LEASE

1. PARTIES

Ronald B. Surabian, Trustee of Waterfield Realty Trust, 36 Church Street, Winchester, MA 01890, LESSOR, which expression shall include his successors, heirs, and assigns (LESSOR), does hereby lease to Frasa, Inc., D/B/A D'Agostino's Delicatessen of 11 Waterfield Road, Winchester, MA 01890 (LESSEE).

2. PREMISES

LESSEE hereby leases the following described premises from the LESSOR: The retail space located at 9 and 11 Waterfield Road, Winchester, MA 01890 and the basement of said premises, together with the right to use in common, with others entitled thereto, the hallways, and stairways, necessary for access to said leased premises, and lavatories nearest thereto. All in "As Is" condition, including the basement.

3. TERM

The term of this lease shall be for five (5) years commencing on May 1, 2016 and ending on April 30, 2021. This Lease shall not be recorded by the LESSEE.

4. RENT

The LESSEE shall pay to the LESSOR, rent for said premises as follows:

BASE RENT

LEASE YEAR

5/1/16 through 4/30/21

RENT RATE

\$44,460.00 (\$3,705.00 per month)

All rent shall be due and payable, in advance, on the first day of each month.

5. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the lease premises exclusively. Notwithstanding the requirements of the LESSEE to pay for operating expenses, pursuant to Paragraph #21, the LESSEE shall pay for the water and sewer usage to said premises, no later than ten (10) days from receipt of said bill.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE'S sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

6. USE OF LEASED  
PREMISES

The LESSEE shall use the leased premises only for the purpose of a retail store, selling only dry groceries and delicatessen items, not including the sale of fresh meat, nor fresh seafood, nor food nor beverages of any kind to be consumed on said premises, including making coffee, tea, or any other beverage, and for no other purpose. LESSEE shall be allowed to install and use one (1) electric oven.

7. COMPLIANCE  
WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in The Town of Winchester, MA, or the Commonwealth of Massachusetts.

8. FIRE INSURANCE THE LESSEE shall not permit any use of the leased premises which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE'S improper or unlawful use of the premises.

9. MAINTENANCE The LESSEE agrees to maintain the interior of leased premises in good condition, reasonable wear and tear, excepted damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises, which consent shall not be unreasonably withheld, and shall comply with any and all laws of the Town of Winchester, MA. LESSEE shall not install any awnings. The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible. LESSEE shall be responsible for the upkeep, maintenance, and repair, if necessary, of the heating and air conditioning systems servicing said premises, and all expenses related thereto. The LESSOR shall be responsible for the removal of snow and ice from the sidewalks surrounding the leased premises, at its cost and expense. The LESSEE shall be responsible and liable for any blockage of pipes associated with said premises and the entire building, of

which said premises forms a part. The LESSEE shall repair the cracked side plane of glass, at its sole cost and expense.

10. ALTERATIONS  
AND ADDITIONS

The LESSEE may make nonstructural alterations or additions to the leased premises, provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein. LESSEE shall comply with any and all laws of the Town of Winchester, MA and the Commonwealth of Massachusetts.

All construction work in the Leased Premises by LESSEE or its contractors shall be done in a good and workmanlike manner and in compliance with the Lease, all applicable laws and ordinances, regulations and orders of governmental authority and insurers of the Building. Before LESSEE begins any work, it shall secure all licenses and permits necessary therefor and cause each contractor to carry (1) worker's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees, and (2) commercial general liability insurance with such limits as LESSOR may reasonable require, but in no event less than \$2,000,000.00, with property damage insurance with limits of not less than \$2,000,000.00 (all such insurance to be written in companies approved by

LESSOR and insuring LESSOR and LESSEE as well as the contractors, and to deliver to LESSOR certificates of all such insurance; and secure builders risk insurance against loss or damage to LESSEE's work pending completion and deliver evidence of such insurance to LESSOR. LESSEE agrees to pay promptly when due the entire cost of any work done in the premises by LESSEE, its agents, employees or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection with its work to attach to the Premises and immediately to discharge any such liens which may attach.

LESSOR may inspect the work at any time. LESSEE shall indemnify LESSOR and hold it harmless from and against any cost, claim, or liability arising from any work done by or at the direction of LESSEE. All work shall be done so as to minimize interference with other LESSEES and with LESSOR's operation of the Building or other construction work being done by LESSOR. LESSOR agrees to assist LESSEE, if necessary, in obtaining permits or licenses required in order for LESSEE to commence construction within Leased Premises. LESSEE shall only install and use electrical appliances and equipment in said premises. The installation of a gas line is strictly prohibited.

In furtherance hereof, LESSEE shall furnish to LESSOR copies of all plans, architectural or otherwise for his written approval, prior to the commencement of any work. LESSOR here by grants to the LESSEE permission to remove the wall between 9 and 11 Waterfield Rd., provided same is non-load bearing.

**11. ASSIGNMENT**

**SUB-LEASING**

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR'S prior written consent, which consent shall not

be unreasonably withheld. Notwithstanding such consent, LESSEE and the GUARANTOR shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

12. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part, and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

13. LESSOR'S  
ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, at any time within three (3) months before the expiration of the term, and may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

In furtherance hereof, LESSOR shall provide LESSOR with keys to said premises, along with access to security codes, if any, on or before it opens for business.

14. INDEMNIFICATION AND LIABILITY The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes.

15. LESSEE'S LIABILITY INSURANCE The LESSEE shall maintain, with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of \$3,000,000.00 with property damage insurance in

limits of \$2,000,000.00, in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.

16. FIRE, CASUALTY  
EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When any fire, casualty, or taking renders the leased premises unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

and the building to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises

for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

17. DEFAULT AND  
BANKRUPTCY

In the event that:

(a) The LESSEE shall default in the payment of any installment of rent; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 12 per cent per annum

and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

The LESSEE shall have thirty (30) days to cure any default hereunder, after receipt from the LESSOR of any notice of default.

18. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE, or in any manner as authorized by law..

Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at 36 Church Street, Winchester, MA 01890, or at any other address as LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at 36 Church Street, Winchester, MA 01890.

19. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the

property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

20. NO DEDUCTIONS All rent shall be absolutely net to LESSOR so that this Lease shall yield to Lessor the full amount of the installments thereof throughout the Lease Term without deduction. All Rent shall be paid to LESSOR without notice, demand, counterclaim, set off, deduction or defense, and nothing shall suspend, defer, diminish, abate or reduce any Rent, except as otherwise specifically provided in this Lease.

21. OPERATING EXPENSES LESSEE shall pay to LESSOR, as additional rent an amount equal to LESSEE's Share of Operating Expenses for each year or part thereof during the Lease Term, with appropriate apportionment for a part of a year occurring at the beginning or end of the Lease Term. As used herein, "LESSEE'S Share" shall mean twenty (20) per cent of the entire bill for the entire building, of which the demised premises forms a part. LESSEE shall pay LESSEE'S Share of Operating Expenses as follows: no later than ten (10) days from the receipt of bill from the LESSOR. Operating Expenses shall include, but shall not be limited to: all taxes, assessments (including without limitation all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Lease Term), water and sewer rents and charges, charges for public utilities, excises, levies, license fees, permit fees, inspection fees and other authorization fees, real estate taxes, and other charges of every nature and kind whatsoever (including all interest and penalties thereon), which at any time during or in respect of the Lease

Term may be assessed, levied, charged, confirmed or imposed on or in respect of or be a lien upon the Demised Premises or any part thereof.

22. LIMITED  
LIABILITY

If the original or any successor LESSOR shall convey or otherwise dispose of the Land and Improvements, LESSOR shall thereupon be released from all obligations and liabilities of LESSOR under this Lease (except those accruing prior to such conveyance or other disposition), and such obligations and liabilities shall be binding solely on the then owner of the Land and Improvements. In any action brought to enforce the obligations or liabilities of LESSOR under this Lease, any judgment or decree shall be enforceable against LESSOR only to the extent of LESSOR'S interest in the Land and Improvements, and no such judgment shall be the basis of execution on, or be a lien on, assets of LESSOR other than that of LESSOR'S interest in the Land and Improvements.

23. BROKER

LESSEE represents and warrants to the LESSOR that it has not dealt with any broker or finder in connection with the Demised Premises or this Lease. LESSEE agrees to indemnify and hold the LESSOR harmless from and against any and all commission, liability, claim, loss, damage or expense, including reasonable attorneys' fees, arising from any claims for any other brokerage or any other fee or commission by any person with whom such party has dealt.

24. CHANGES

This Lease may be changed or modified only by an instrument in writing signed by the party against whom enforcement of such change or modification is sought.

25. RUBBISH

The LESSEE shall remove and pay for the removal of all rubbish from said premises, on at least a weekly basis, or sooner if required by the LESSOR or the Town of

Winchester, MA.

26. EXTERMIN-  
ATION

The LESSEE shall exterminate the premises from the existence of any vermin, rodents, insects etc., as needed, and in any event, at least four (4) times each year, or sooner if requested by the LESSOR or the Town of Winchester, MA.

27. PARKING

The LESSEE shall not park, nor shall allow its business invitees, guests, employees, etc. to park, any motor vehicles on any land owned by the LESSOR, including but not limited to, the land behind said premises, without prior written permission of the LESSOR.

28. NEW OWNER

If during the term of the Lease, LESSOR decides to sell land and building which comprises said premises, then the LESSOR shall notify the new owner of the existence and contents of this Lease.

29. OCCUPANCY

LESSEE shall be allowed to commence operations of its business upon the issuance of any and all permits, as required by the Town of Winchester, MA.

30. DEPOSITS

The LESSEE shall pay to the LESSOR upon execution of this Lease, the sum of \$3,705.00 as rent for the month of May, 2016; LESSOR acknowledges holding \$1,500.00 as a security deposit, from the LESSEE, which shall not be held in escrow, nor shall any interest be paid thereon to the LESSEE.

31. CLEANING

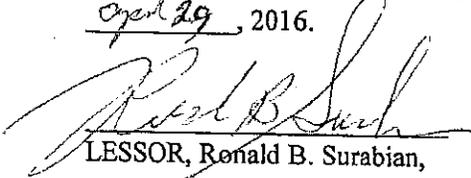
It is expressly agreed and understood that the LESSEE shall be responsible for the cleaning of said premises, including but not limited to the windows, doors, etc., and also for the emptying and disposal of any trash or rubbish baskets in said premises.

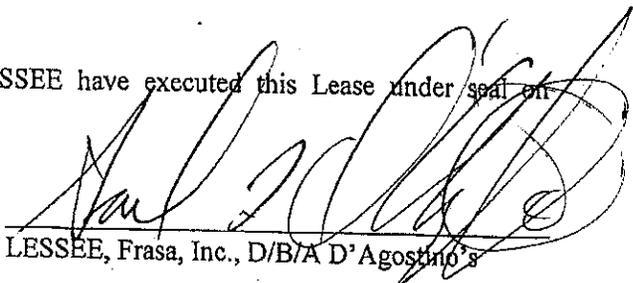
32. USE OF NAME In the event the LESSEE does business at said premises in a name other than its own, LESSEE agrees and understand that both itself and whatever business name or entity it uses at said premises, shall both be liable and responsible for any and all terms of this Lease.

33. OPTION TO EXTEND LESSEE shall have the option to extend the lease term for two (2) additional Five (5) Year Options, subject to all of the terms, covenants and conditions of this lease, at a rental amount of \$3,805.00 per month for the First (5) Year Option and at a comparable rental amount for similar properties in Winchester, MA 01890, at the time of the exercise of said Second Five (5) Year Option, but in any event, not less than \$3,805.00 per month.

To be effective, LESSEE must give LESSOR written notice of LESSEE'S election to extend the lease term not less than six (6) months prior to the expiration of the then existing Lease, or Option Period, as the case may be. LESSEE'S right to extend the Lease Term or Option Term, as the case may be, shall be conditioned upon there being no default by LESSEE in the observance or performance of any of the terms, covenants and conditions of this Lease either at the time of the exercise of the option or on the expiration of the then existing Lease Term or Option Term. Also, LESSEE shall execute a Lease Amendment, as provided by LESSOR, within ten (10) days from receipt of same.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease under seal on April 29, 2016.

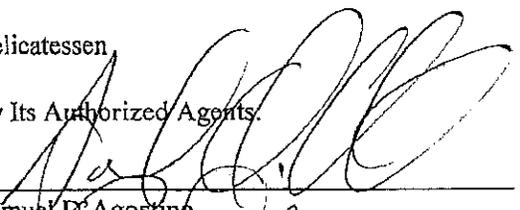
  
LESSOR, Ronald B. Surabian,

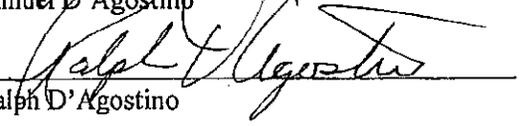
  
LESSEE, Frasa, Inc., D/B/A D'Agostino's

Trustee of Waterfield Realty Trust

Delicatessen,

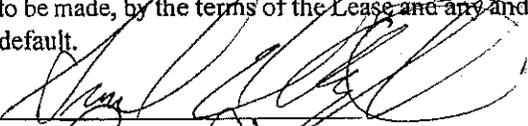
By Its Authorized Agents.

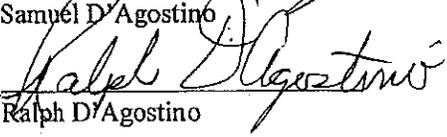
  
\_\_\_\_\_  
Samuel D'Agostino

  
\_\_\_\_\_  
Ralph D'Agostino

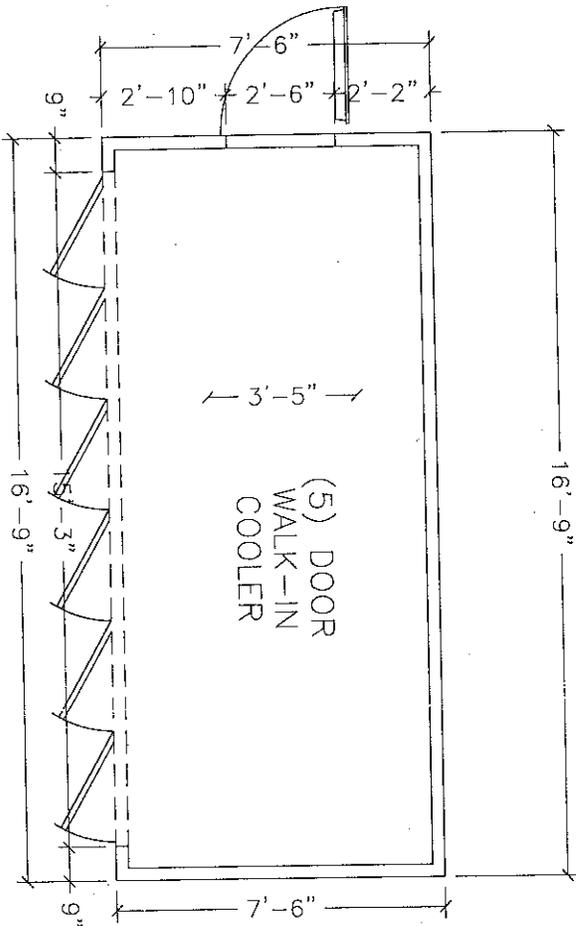
PERSONAL GUARANTY

The following named individuals do hereby personally guarantee the performance of, and all payments to be made, by the terms of the Lease and any and all extensions and renewals, and hereby waives any notice of default.

  
\_\_\_\_\_  
Samuel D'Agostino

  
\_\_\_\_\_  
Ralph D'Agostino

\\server\documents\leg16\leg-rdr16\waterfield realty trust.frasa, inc.lease.doc



1 PROPOSED COOLER PLAN  
 $1/2" = 1'-0"$

SD-62190

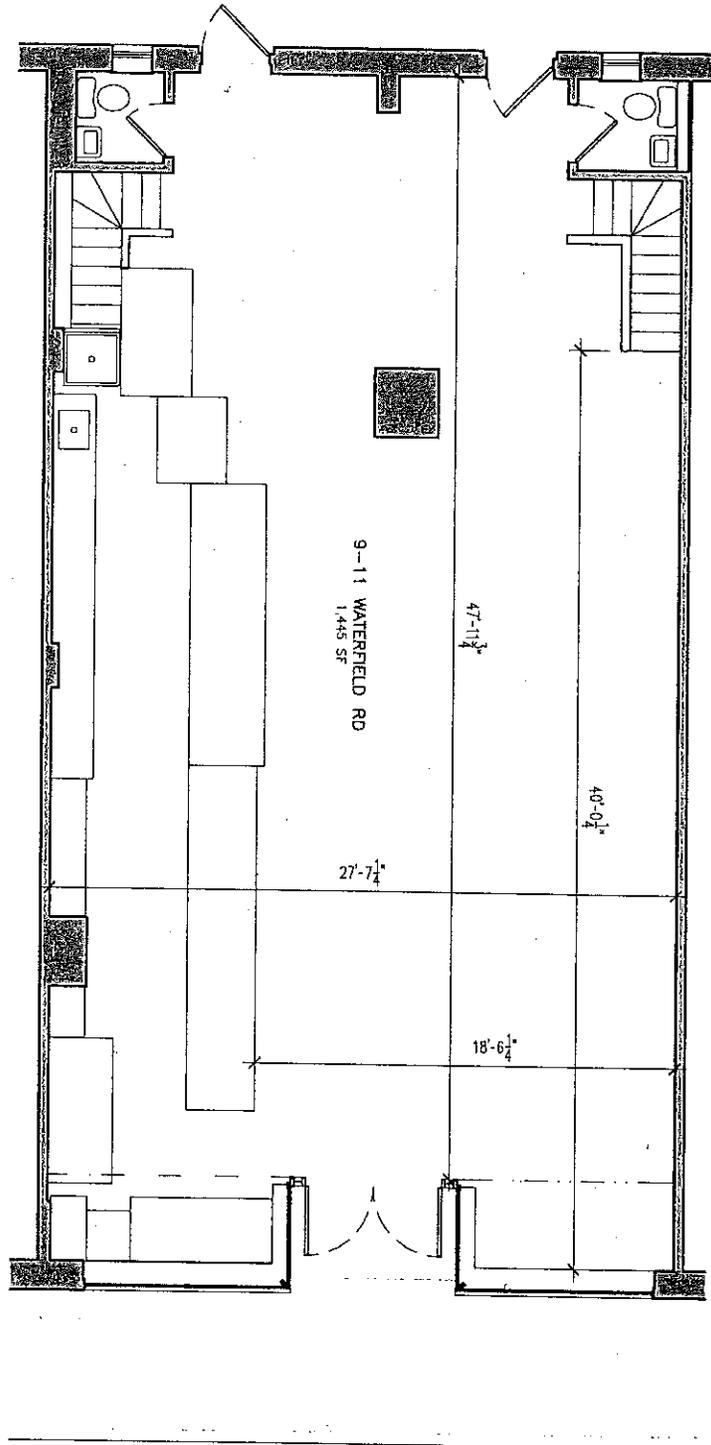
QUOTE AS FOLLOWS

COOLER:

- \* 8'-0" CEILING HEIGHT
- \* 6-3/4" SILL HEIGHT
- \* 3 3/8" THICK COOLER WALLS
- \* FLOOR WITH INTERIOR RAMP
- \* 5-HUSSMANN INNOVATOR 30"x75" DOORS
- \* EMB GALV. INTERIOR/EXTERIOR
- \* SELF CLOSING DOOR W/ PLUNGER
- \* 1-STRIP CURTAIN
- \* 2-VAPOR PROOF LIGHT

1  
EX.2

Existing First Floor Plan - Combined Spaces  
SCALE: 1/8" = 1'-0"



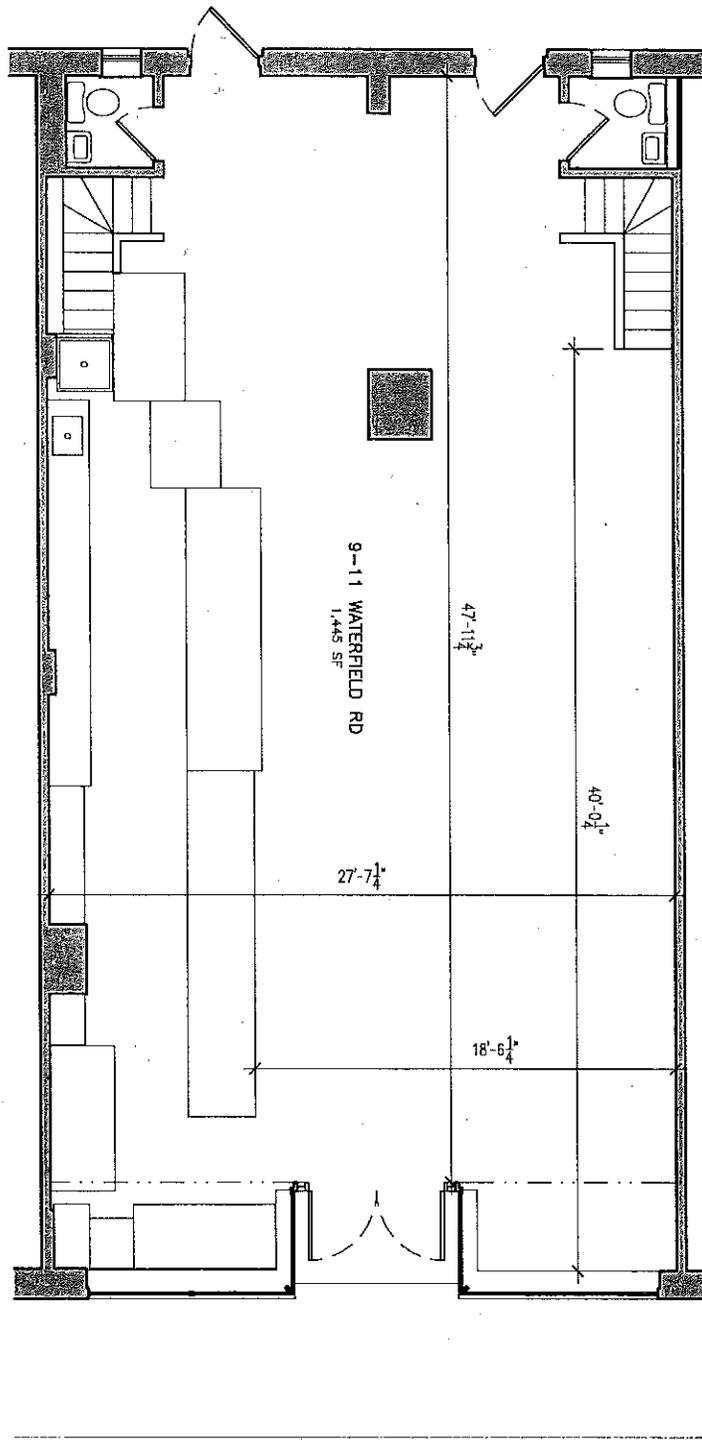
**APPROACH ARCHITECTS**  
36 Bromfield St. Suite #404 Boston, MA 02108  
TEL (617) 556-2627 FAX (617) 556-4884

DATE: 15 APR 16  
SCALE: 1/8" = 1'-0"

**D'Agostino's Deli**  
11 Waterfield Street Winchester, MA

1  
EX.2

Existing First Floor Plan — Combined Spaces  
SCALE: 1/8"=1'-0"



Loc: 21 CHURCH ST Parcel ID #: 9 116 0  
LUC: 906

FIRST CONGREGATIONAL CHURCH

21 CHURCH STREET

WINCHESTER MA 01890

Loc: CHURCH ST Parcel ID #: 9 146 0  
LUC: 903

WINCHESTER TOWN OF  
WINCHESTER COMMON  
71 MT VERNON STREET

WINCHESTER MA 01890

Loc: WATERFIELD RD Parcel ID #: 9 147 0  
LUC: 903

WINCHESTER TOWN OF  
WATERFIELD RD  
71 MT VERNON ST

WINCHESTER MA 01890

Loc: WATERFIELD RD Parcel ID #: 9 150 0  
LUC: 903

WINCHESTER TOWN OF

71 MT VERNON STREET

WINCHESTER MA 01890

Loc: 22 28 CHURCH ST Parcel ID #: 9 151 0  
LUC: 325

WATERFIELD REALTY TRUST  
RONALD B SURABIAN, TRUSTEE  
36 CHURCH STREET

WINCHESTER MA 01890

Loc: 32 36 CHURCH ST Parcel ID #: 9 152 0  
LUC: 325

WATERFIELD REALTY TRUST  
RONALD SURABIAN, TRUSTEE  
36 CHURCH STREET

WINCHESTER MA 01890

Loc: 35 CHURCH ST Parcel ID #: 9 157 0  
LUC: 341

FLEETBOSTON  
%BANK OF AMER/CORP RE ASSESS  
NCI-001-03-81  
101 N. TRYON ST  
CHARLOTTE NC 28255

Loc: 39 CHURCH ST Parcel ID #: 9 158 0  
LUC: 340

FORTIN REALTY LLC  
COLBY REALTY  
39 CHURCH STREET

WINCHESTER MA 01890

Loc: 31 U-1 CHURCH ST Parcel ID #: 9 290 0  
LUC: 102

HOWLEY NANCY J

31 CHURCH ST - UNIT 1

WINCHESTER MA 01890

Loc: 29 U-2 CHURCH ST Parcel ID #: 9 291 0  
LUC: 343

LAKWOOD REALTY NOMINEE TR  
JOSEPH M. LAWLER, TRUSTEE  
49 ARLINGTON ST.

WINCHESTER MA 01890

Loc: 29 U-3 CHURCH ST Parcel ID #: 9 292 0  
LUC: 343

LAKWOOD REALTY NOMINEE TR  
JOSEPH M. LAWLER, TRUSTEE  
49 ARLINGTON ST.

WINCHESTER MA 01890

Loc: 29 U-4 CHURCH ST Parcel ID #: 9 293 0  
LUC: 343

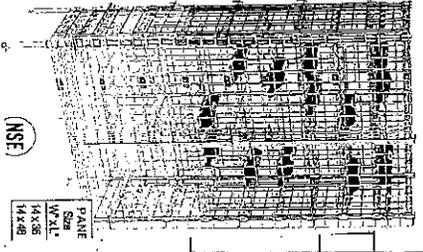
LAKWOOD REALTY NOMINEE TR  
JOSEPH M. LAWLER, TRUSTEE  
49 ARLINGTON ST.

WINCHESTER MA 01890

**PROPOSED FLOOR PLAN**  
**Demonstrating how beer and wine is being secured**  
**During the hours when sales are prohibited**

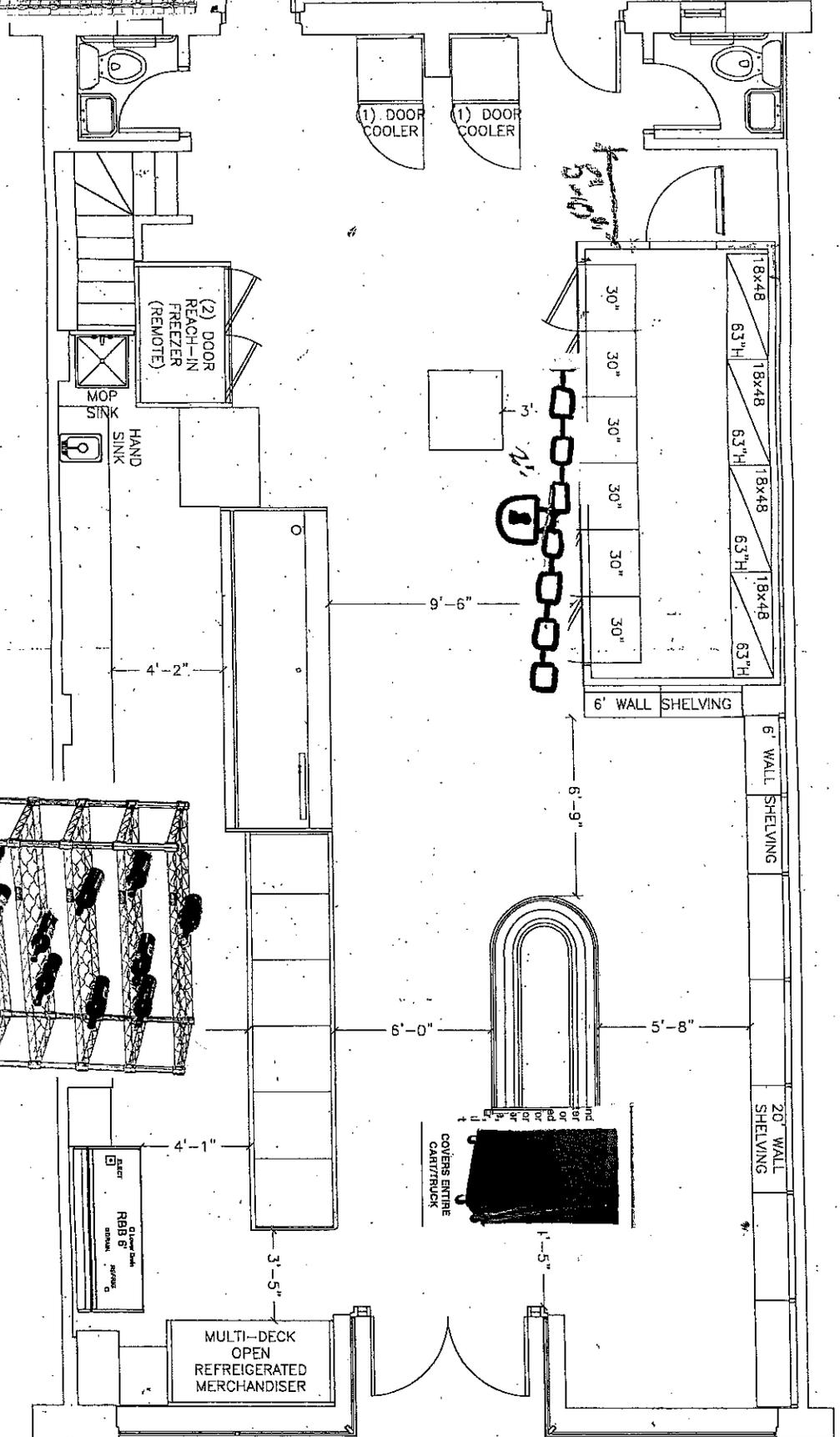
**D'AGOSTINO DELI**

The wine has a mesh locking cover which will be placed over all wine displays during the hours in which the store is opened but wine and beer sales are prohibited. In addition, the wine carts will be entirely covered as shown in the illustration and the coolers will be locked as shown in the illustration.



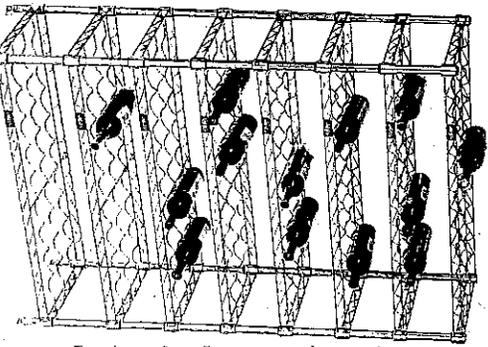
(NSE)

PAVE  
SLOPE  
WALL  
KIDS  
KIDS



1  
1/4" = 1'-0"

PROPOSED FLOOR



AGOSTINO'S STORE  
1 WATERFIELD ROAD  
WINCHESTER, MASS 01890



COVERS ENTIRE  
CART/BUCK

## Cafarella, Jennifer

---

**From:** Peter MacDonnell <pmacdonnell@winchesterpd.org>  
**Sent:** Tuesday, August 23, 2016 12:12 PM  
**To:** Cafarella, Jennifer  
**Subject:** RE: Wine and Malt application - CONFIDENTIAL

Hi Jen,

The police have no objections

Peter MacDonnell  
Chief of Police  
Winchester Police Department  
30 Mount Vernon Street  
Winchester, MA 01890  
Main: (781)729-1212  
Office: (781)729-5429

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

**From:** Cafarella, Jennifer [mailto:jcafarella@winchester.us]  
**Sent:** Tuesday, August 23, 2016 12:08 PM  
**To:** Wile, John; Peter MacDonnell  
**Cc:** Barbara Bosco  
**Subject:** FW: Wine and Malt application - CONFIDENTIAL

Chief and Al,

Can I please have your comments? They are going before the Board on Monday night.

Thanks -  
Jenn

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

**From:** Tracy, Sheila  
**Sent:** Tuesday, August 09, 2016 4:10 PM  
**To:** Cafarella, Jennifer  
**Subject:** RE: Wine and Malt application - CONFIDENTIAL

Jenn,  
There does not appear to be any outstanding bills for this address or business.  
Sheila

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

**From:** Cafarella, Jennifer  
**Sent:** Tuesday, August 09, 2016 11:43 AM  
**To:** pmacdonnell@winchesterpd.org; Wile, John; Tracy, Sheila  
**Subject:** Wine and Malt application - CONFIDENTIAL

## Cafarella, Jennifer

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Sheila

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

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**To:** pmacdonnell@winchesterpd.org; Wile, John; Tracy, Sheila  
**Subject:** Wine and Malt application - CONFIDENTIAL

All,

Please review the attached application from D'Agostinos for a wine and malt license and send your comments to me as soon as possible. I am trying to put this on the August 29th BOS docket.

Thanks -  
Jenn

## Cafarella, Jennifer

---

**From:** Wile, John  
**Sent:** Tuesday, August 23, 2016 2:57 PM  
**To:** Cafarella, Jennifer; pmacdonnell@winchesterpd.org  
**Cc:** Barbara Bosco  
**Subject:** RE: Wine and Malt application - CONFIDENTIAL

I have no issues. Al

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

**From:** Cafarella, Jennifer  
**Sent:** Tuesday, August 23, 2016 12:08 PM  
**To:** Wile, John <jwile@winchester.us>; pmacdonnell@winchesterpd.org  
**Cc:** Barbara Bosco <bbosco@winchesterpd.org>  
**Subject:** FW: Wine and Malt application - CONFIDENTIAL

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