

16. A) Current indoor seating capacity 8
 B) Proposed seating capacity for outdoor seating 12

17. Days and hours of operation 12-9pm 7 days a week

I attest that I have read and understand the Town of Winchester's Outdoor Dining Bylaw, Chapter 20 of the Code of Bylaws, and that all necessary documentation is true and correct.

[Signature]
 Applicant Signature

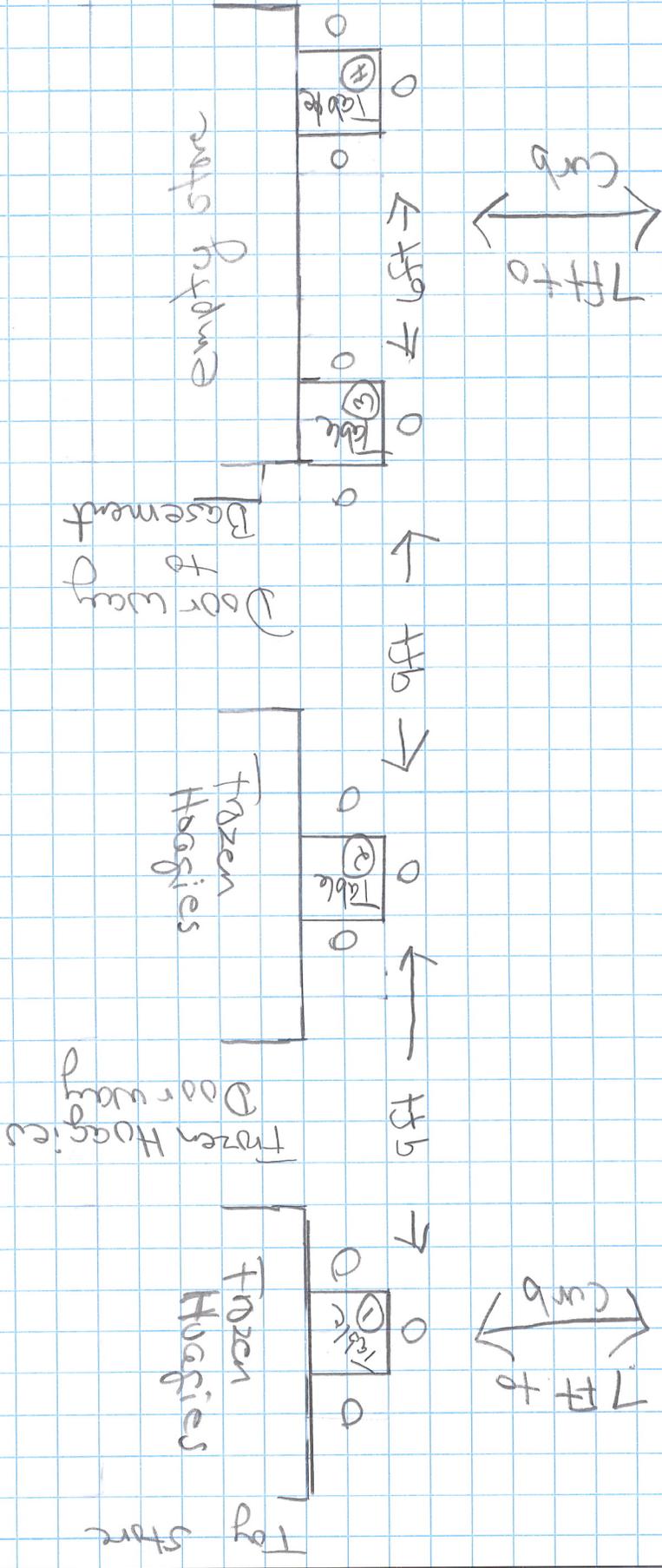
6/9/2020
 Date

Checklist for Application

- Signed Application Form ✓
- Proof of Business Ownership ✓
- If premises is leased, copy of lease or written permission by the building owner ✓
- Permit to operate a food establishment issued by the Winchester Board of Health ✓
- Professionally drawn plan showing all tables and chairs (with at least 6' distance between all seated individuals) and all supporting documentation required in order to make a decision as to the license and shall also include a plan for outdoor lighting if any is proposed. ✓
- Compliance with any other physical distancing requirements under state law and orders ✓
- Location, size, and specifications of all **heavy separation** (jersey barriers, water-filled barriers, concrete barriers, filled barrels, large planters, flexible posts and delineators) and/or **light separation** (small planters, traffic barrels, sawhorses, movable parade barricades, or A-frames). KFA
- Photos of location where outdoor seating will be placed ✓
- Application Fee (waived to December 31, 2020) ✓
- Certificate of Insurance naming the Town as additionally insured ✓



Frozen Hoagies Outdoor Seating Plan



Main Street →

4 Tables + 12 Chairs

each block is 1 foot 1/4 inch

Tables are 27" x 27"

only using the sidewalk and there is 7 ft of sidewalk left



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Federal Employer Identification Number: 001050859 (must be 9 digits)

1. The exact name of the limited liability company is: FROZEN HOAGIES LLC

2a. Location of its principal office:

No. and Street: 534 HIGH ST
City or Town: MEDFORD State: MA Zip: 02155 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 534 HIGH ST
City or Town: MEDFORD State: MA Zip: 02155 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

RETAIL FROZEN DAIRY PRODUCTS, INCLUDING ICE CREAM SANDWICHES, CONES, CUPS, SLUSH, ETC. THIS WILL INCLUDE MOBILE AND BRICK AND MORTAR LOCATIONS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MARY MCPARTLAND
No. and Street: 534 HIGH ST
City or Town: MEDFORD State: MA Zip: 02155 Country: USA

I, MARY MCPARTLAND resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>
MANAGER	MARY MCPARTLAND MS	534 HIGH ST MEDFORD, MA 02155 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

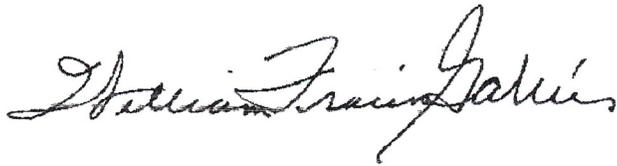
Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>
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MA SOC Filing Number: 201140648110 Date: 4/13/2011 5:37:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

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

April 13, 2011 05:37 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**LOCATELLI'S WINCHESTER REALTY TRUST
STANDARD FORM COMMERCIAL LEASE**

1. **PARTIES.** The Trustees of Locatelli's Winchester Realty Trust, a Massachusetts Realty Trust with transferable shares u/d/t July 31, 1964 recorded with Middlesex District Registry of Deeds in Book 10598, Page 129, having its usual place of business in Belmont, Middlesex County, Massachusetts, (LESSOR, which expression shall include its successors and assignees where the context so admits), do hereby lease to Mary McPartland, having a usual place of business at 534 Main Street, Winchester, Massachusetts 01890 (LESSEE, which expression shall include LESSEE's heirs, administrators, successors and assignees where the context so admits), and the LESSEE hereby leases subject to and with the benefit of the terms, covenants and conditions of this Lease, the following described premises:
2. **PREMISES.** The premises now numbered 534 Main Street, Winchester, Massachusetts containing approximately 1,103 square feet (hereafter called the "demised premises" or the "leased premises") reserving to LESSOR and those claiming by, through or under LESSOR, space for all pipes, ducts, conduits, wires, apparatus and appliances now or hereafter leading to and from or serving those portions of the building numbered 522-542 Main Street (inclusive) (hereafter sometimes called the "Building") of which the demised premises are a part, which are not hereby leased, and/or leading to and from or serving LESSOR'S adjacent buildings numbered 2-24 Thompson Street and 1-9 Winchester Terrace (inclusive) (hereinafter sometimes called the "Adjoining Buildings") (LESSOR's land, the Building and Adjoining Buildings are hereinafter sometimes collectively referred to as the "Property").
3. **TERM.** The term of this lease shall commence on August 1, 2019 (the "Commencement Date") and shall end on July 31, 2028.
4. **BASE RENT and PERCENTAGE RENT.** The LESSEE shall pay to the LESSOR rent at the rate of See Rider (Paragraphs #24, #25, & #28).
5. **SECURITY DEPOSIT.** LESSEE shall pay to the LESSOR the amount of Eight Thousand One Hundred and Fifty Dollars (\$8,150.00), of which Four Thousand Seventy Five Dollars (\$4,075.00) will be due at Lease signing and Four Thousand Seventy Five Dollars (\$4,075.00) will be due on August 1, 2020. The security deposit shall be held as security for the LESSEE'S performance as herein provided and refunded to the LESSEE at the end of the lease with no interest thereon, subject to the LESSEE'S satisfactory compliance with the conditions hereof.
6. **ADDITIONAL RENT ADJUSTMENT.** The LESSEE shall pay to the LESSOR as additional rent See Rider (Paragraphs #29 & #30).
7. **UTILITIES.** The LESSOR has arranged for the leased premises to be served by certain utilities, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the source from which they are usually obtained for said Property, or to any cause beyond the LESSOR'S reasonable control. LESSEE shall pay directly to the proper authorities charged with the collection thereof for all LESSEE'S utilities used or consumed on the leased premises; provided, however, if such utility service is not separately metered, LESSOR shall invoice LESSEE for its share of any such utility charges and LESSEE shall promptly pay such invoice. In the event work performed by, or any negligence of, LESSOR its agents, employees or contractors is the cause of an interruption or failure in the supply of any utility or service to the leased premises, LESSOR shall use reasonable efforts to promptly cause such service to be restored, but in no event whatsoever will LESSOR be liable to LESSEE for any damages arising out of any failure or interruption in the supply of any such utility service, including without limitation, any lost profits, direct, indirect, incidental or consequential damages.
8. **USE OF LEASED PREMISES.** The LESSEE shall use the demised premises for the sole purpose of selling at retail, ice cream, baking cookies, candies, soda, and operating a first quality ice cream and food business. The leased premises shall remain open for business Monday through Sunday at least for the hours of 12PM to 9PM and shall be fully stocked and staffed.