



CITY OF HAVERHILL
LICENSE COMMISSION AGENDA
Thursday, July 11, 2024 at 6:00 PM
City Council Chambers

This meeting/hearing of Haverhill License Commission will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

REMOTE LOGIN:

<https://meet.google.com/wib-ehpw-tmw>

Or open Meet and enter this code: wib-ehpw-tmw

Dial in (audio only): (US) +1 843-631-7324 PIN: 549 996 691#

- 1. PLEDGE OF ALLEGIANCE**
- 2. APPROVAL OF THE MINUTES**
 - 2.1 Approval of the minutes of June 6, 2024.
[lla minutes june 6 2024.pdf](#)
- 3. CONTINUED BUSINESS**
- 4. MISCELLANEOUS APPLICATIONS/ REQUESTS**
- 5. ONE DAY APPLICATIONS**
 - 5.1 **Carlie Hornbrook, Appliant**
Emmaus Inc.
127 How Street
-Application for one day Beer and Wine License for September 15, 2024, for the Cycle for Shelter event located at NECC 100 Elliott Street, from 12pm to 3pm.
-Pending updated insurance and pending police approval.
[cycle for shelter 24.pdf](#)
[simply elegant insurance.pdf](#)
 - 5.2 **Kim Dandurant, Applicant**
Armenian Church at Hye Pointe
1280 Boston Road
-Application for a one day all alcohol liquor license at 1280 Boston Road for the baby shower event on July 27, 2024, from 3:30pm to 8:30pm.
-Pending police approval.
[kim dabdurant one day july 2024.pdf](#)
- 6. BUSINESS CERTIFICATES**
- 7. ENTERTAINMENT APPLICATIONS**
 - 7.1 **Noreen Frances O'Neil, Manager**
Haverhill Lodge #165 B.P.O.E. of Haverhill
d/b/a Elks Club
24 Summer Street
-Application or amendment of entertainment license - to include Karaoke, D.J., Comedy Show, Dancing by Patrons only, Movies and other events- Queen of Hearts, Texas Holdem and 45's.

[elks ent amend july 24.pdf](#)

7.2 **Belle Lee, Manager**

Friendly House of Pho Inc.
d/b/a Friendly House of Pho
114 Washington Street

-Application for Amendment of Entertainment License. Requests to add indoor entertainment Amplifiers, D.J., Karaoke, Instrumental music, Vocalists, Live bands, Dancing by Patrons only, and amplified music. Requests to add live bands for outside entertainment.

[House of pho ent amend app.pdf](#)

7.3 **Brian P. Murphy, Manager**

Uno of Haverhill, Inc.,
d/b/a Uno Pizzeria & Grill
30 Cushing Ave

-Continued from June - Application for amendment of entertainment license to include outside entertainment on the parking lot.

-Pending Police Approval.

[uno ent amend.pdf](#)

8. **COMMON VICTUALLER APPLICATIONS**

8.1 **Ailing Liu, Manager**

New Haverhill Jade Inc.,
d/b/a Haverhill Jade
203 Winter Street

-Application for new common victualler license for the hours of Sunday 12pm-9pm, Monday 11am-9pm, Tuesday closed, Wednesday and Thursday 11am-9pm, Friday and Saturday 11am-9:30pm.

-Pending business occupancy.

[new haverhill jade cv app.pdf](#)

8.2 **Walter Gorrell, Manager**

Damgeuda Food LLC
d/b/a Damgeuda
21 Washington Street

-Application for new common victualler license for the hours of Sunday 8am-11pm, Monday 9am-11pm, Tuesday 9am-9pm, Wednesday 9am-11pm, Thursday 9am-9pm, Friday 9am-11pm, Saturday 8am-11pm.

-Pending business occupancy.

[damgeuda cv app.pdf](#)

[damgeuda entity vote.pdf](#)

9. **OUTDOOR DINING APPLICATIONS**

10. **ALCOHOL/ ABCC APPLICATIONS**

11. **MOTOR VEHICLE APPLICATIONS**

12. **CARRY IN LICENSE APPLICATIONS**

13. **ITEM FOR DISCUSSION**

13.1 **Jonus Rustani, Manager**

The New Lantern Cafe Inc.,
d/b/a The New Lantern Cafe
124 Essex Street

-Item for Discussion: Incident that occurred on or about June 4, 2024, at approximately 01:18.

[new lant july 24.pdf](#)

[new lantern supplement 5-26.pdf](#)

13.2 Belle Lee, Manager

Friendly House of Pho Inc.
d/b/a Friendly House of Pho
114 Washington Street

-Item for Discussion: Approved entertainment at 114 Washington Street house of pho ifd.pdf

13.3 Jessica Williams, Manager

ACF LLC
d/b/a 978 Lounge
101-103 Washington Street

-Item for discussion: Entertainment License for 978 Lounge. 978 ifd july 24.pdf

14. SHOW CAUSE HEARING

14.1 Jeremy M. Dul, Manager

Bradford Social & Athletic Club Inc.
d/b/a Bradford Social & Athletic Club
187-189 South Elm Street

-Show Cause Hearing: Violation of M.G.L. Ch. 138 §1 Failure to provide Officers and Compensation. brad soc athlet club 2024.pdf

14.2 Charle Maroun, Manager

CM Direct of MA LLC
d/b/a Smith's Tavern
124 Essex Street

-Show Cause Hearing: Alleged Violation of 204 CMR 2.05 (2) permitting an illegality of the licensed premises to wit: Failure to maintain a safe environment for Patrons. -Show Cause Hearing: Alleged Violation of 204 CMR 4.03- Happy Hour Violation. smiths show cause 7-24.pdf

14.3 Edward DiBurro, Manager

Barnboard Pub, Inc.
d/b/a Academy Lanes
725 South Main Street

-Show Cause Hearing: Alleged Violation of 204 CMR 2.05 Chapter 138, Section 34 sale, or Delivery of an alcoholic beverage to a person under 21 years of age. -Alleged Violation of 204 CMR 2.05 (2) Failure to display required signage. academy lanes case review.pdf

14.4 David Brogna, Manager

Grande Mexico LLC
d/b/a Grande Mexico
108 Plaistow Road

-Show Cause Hearing: Alleged Violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises, to wit: possible overserving grande mexico case review.pdf

14.5 Nancy Ann Pegnam, Manager

Crescent Yacht Club
d/b/a Crescent Yacht Club
30 Ferry Street (rear)

-Show Cause Hearing: Alleged Violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises to wit.

[crescent sccr 2024.pdf](#)

14.6 Noreen Frances O'Neil, Manager

Haverhill Lodge #165 B.P.O.E. of Haverhill

d/b/a Elks Club

24 Summer Street

-Show Cause Hearing: Alleged Violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises, to wit. Publicly Advertising and service of non-members.

[elks club sccr july 2024.pdf](#)

14.7 Noreen Frances O'Neil, Manager

Haverhill Lodge # 165 B.P.O.E. of Haverhill

d/b/a Elks Club

24 Summer Street

Show Cause Hearing: Alleged Violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises, to wit

-Violation of your entertainment license.

-Event on June 21, 2024.

[elks show cause ent vio.pdf](#)

15. COMMUNICATIONS

16. PUBLIC PARTICIPATION

17. OTHER BUSINESS



LICENSE COMMISSION MINUTES
Thursday, June 6, 2024, at 6:00 p.m.-Room 202
VIRTUAL and in person meeting

Attending: Chairperson Laura Angus, Commissioner Patrick Driscoll, Commissioner Linda Koutoulas, Lic. Comm Clerk Jennifer Sanchez, Sergeant Kevin Lynch, HPD.

1) PLEDGE OF ALLEGIANCE

2) APPROVAL OF THE MINUTES

2.1 Approval of the Minutes of May 2, 2024

Commissioner Driscoll stated he had an opportunity to review the minutes and he would like to approve them.

Commissioner Driscoll made a motion to approve the minutes. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.

3) CONTINUED BUSINESS

No Schedule

4) MISCELLANEOUS APPLICATIONS/ REQUESTS

4.1 Robert Lapierre, Manager

Bradford Village Square LLC
d/b/a Bradford Village Square
109 South Main Street

-Application for Keno with the Massachusetts State Lottery Commission.

Robert Lapierre appeared for this item. Robert said that the letter from the Lottery Commission has the address incorrect and it has been corrected to 75 South Main Street. Chairperson Angus asked Robert if he is well versed in the rules of lottery. Robert said yes, he is.

Commissioner Koutoulas made a motion to approve the application for Keno. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

4.2 Rafael Guzman, Manager

Crusttown Inc.
d/b/a Crusttown
150 Washington

-Application for Keno with the Massachusetts State Lottery Commission.

Items 4.2 and 9.1 were heard together. They are applications for the Lottery Commission and outdoor dining. Gary Ortiz and Rafael appeared for these items. Chairperson Angus asked Rafael if he is well versed on the lottery commission rules. Rafael said yes, he is, and he took the training. Rafael said in the past he used to have the license for a year and half.

Commissioner Koutoulas made a motion to approve the Keno application and to approve the outdoor dining. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

4.3 Jade Jalbert

Willow Spring Vineyards, LLC
d/b/a Willow Spring Vineyards
840 West Lowell Ave
Newburyport, MA 01950

-Application for the Haverhill Farmers Market located at 10 Church Street from June 22, 2024, to October 26, 2024, from 9am to 1pm.

-Pending tips certifications.

Jade appeared virtually for this item. Chairperson Angus said some of the tips certificates are expired and asked her to send updated TIPS certificates. Jade said neither of them will be doing to market. She said Brandy might do the market so she will send the update for her.

Commissioner Driscoll made a motion to approve the application. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.

5) ONE DAY APPLICATIONS

5.1 Jennifer Matthews, Applicant

L'Arch Boston North, Inc.
53 Wingate Street

-Application for one day all alcohol liquor license for the Longest Table event on August 22, 2024, on Wingate Street from 5pm to 10pm.

-Pending City Council and Mayor approval.

-Has Police approval.

Jennifer Matthews appeared over the phone for this item because the video was not working. She said the Longest Table event is on August 22 this year. They are going back to Wingate Street. They are working with the Peddler's Daughter. The Peddler's Daughter will be serving the alcohol. Everyone will have a wristband. Chairperson Angus asked if Margaret is the only person that serves alcohol. Jennifer said no, some other staff serve alcohol and there are two bars. Chairperson Angus said they only received TIPS certification from Margaret and asked her to TIPS certificates from anyone else who will serving the alcohol. Commissioner Driscoll said they have had no issues in the past and he wishes continued success.

Commissioner Driscoll made a motion to approve the application pending city council and mayor approval. This was seconded by Commissioner Koutoulas. No public comment, vote

unanimous, motion passed.

5.2 Kim Dandurant, Applicant

Armenian Church at Hye Point
1280 Boston Road

-Application for one day all alcohol liquor license for the meeting and dinner event on June 26, 2024, from 12:30pm to 7:30pm.

-Has Police Approval.

Kim Dandurant appeared for this event on the phone because the video was not working. Chairperson Angus said she sees the city listed on the general liability but does not see the liquor liability. Kim said it is listed in the restriction area that there is liquor liability coverage. Chairperson Angus said OK. She also asked where they are purchasing the alcohol from. Kim said she is getting the alcohol from Martinelli's. Chairperson Angus reminded Kim that we cannot verify the source is an authorized source if the vendor is not accurate on the application. Chairperson Angus asked her to give a brief description of the event. Kim said it's a council event. The executives have the annual meeting. They go to the Country Club in the morning and play golf. Then they come to the church facility to host their dinner and meeting. Chairperson Angus asked if Mark is the only one who serves alcohol. Kim said yes Mark will be the only person serving alcohol.

Commissioner Koutoulas made a motion to approve the application. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

6) BUSINESS CERTIFICATES

No Schedule

7) ENTERTAINMENT APPLICATIONS

7.1 Brian P Murphy, Manager

Uno of Haverhill, Inc.
d/b/a Uno Pizzeria & Grill
30 Cushing Ave

-Application for amendment of entertainment license to include outside entertainment in parking lot.

-Pending Police approval.

Gary and Christina appeared for this application. Christina is the general manager of the location and Gary is the regional director. Chairperson Angus asked what the plans for the parking area. Christina said they want to utilize the parking lot in the back corner area. They want to have an event such as a touch a truck event, with police and firefighters. They are also considering having a movie night. The movie night would be geared towards families to give them something to do.

Gary said they have a big parking lot, and they are looking for something to do to engage the public. They are looking at different types of events such as car shows, car meets, music outside and entertainment outside during the events. He said they are not interested in serving alcohol

outside or serving food outside. They also do not want to have any outdoor dining.

Chairperson Angus asked how they would protect the area where the events would be? Gary said it is an enclosed parking lot to begin with. He said he could block off that part of the parking lot and still have parking around the building. He wants to hear suggestions of how they can best block off that area in the back parking lot. Gary said they are willing to put up planters or fencing, or a temporary structure.

Chairperson Angus said the plan shows the whole parking lot is open. Gary said it is in the back section, there is no crossing over.

Chairperson Angus reminded Gary that emergency vehicles need to have access to the area. The structure would have to be something that could be moved to allow emergency vehicles in.

Commissioner Koutoulas asked them if they have a way to count the number of people in their parking lot. Gary said he did not give it that much thought. Gary said it is such a big area that he cannot imagine how many people would fit there and that he does not think they would get to maximum capacity. Commissioner Koutoulas asked if they have determined what the maximum number of vehicles would be for the events. He did not have a number but said that they would line the cars up on the outside of the lot. Commissioner Koutoulas asked if there would be any traffic concerns about any events that would be popular.

Gary said at some point they were approved for all of those spaces in the parking lot, and he does not think they would go over what has already been approved in the past. Commissioner Koutoulas asked if they would have their own staff supervising the event or if they would have an outside person supervising.

Christina said for the car show she is working with a coordinator named Rubin. He has been doing these types of events for 15 years. He has requested a police detail. They are looking for some time in August, but they have not locked anything down yet. The car show is going to be a nonprofit and anything that is raised will be donated.

Sergeant Lynch said one concern that he has is there is a residential neighborhood that backs up the laundromat. He is concerned it will be too loud. He asked how loud they are talking about and how late they are doing the events.

Gary said any music would be in the afternoon and not in the nighttime. The movie night would be the latest event and they will be done by 9pm. Sergeant Lynch reminded them that sound does travel and to be aware of the neighbors. If there is a complaint, they would have to address that.

Chairperson Angus asked Gary if he is talking about piping music into the parking lot. Gary said no he is not. The speakers he is looking for are the speakers for the movies.

Commissioner Koutoulas asked if they have determined any hours that they want to have the events during.

Christina said the events would be during the day. The car show would start at noon time and end at 5. For the movie night it would be sundown to the length of the movie. The events they are looking for are touch a truck, movie night, and car show. Chairperson Angus asked if they are still looking for art and craft vendors. Gary said that he was under the impression that was not allowed and that is ok. Commissioner Koutoulas said that is more of an event permit.

Gary said the car show would be 1 car show in August. Gary said the car meets are smaller and those are on a weekly basis. Car enthusiasts park their cars in the back lot. The car meets are very informal, and they would not be asking for entertainment on those days. Commissioner Koutoulas asked if the Police would want to know before hand when the car meets are happening. Sergeant Lynch said they would because the participants might produce their own music which could disrupt the neighborhood. Sergeant Lynch said a detail is not necessary, but

they do need to be notified before the car meet.

Commissioner Koutoulas said that if this is approved, she requests that the commission is notified before the events take place. Commissioner Koutoulas requested a more detailed drawing showing where the vehicles will be parked, entrance, egress, and some description of barriers.

Chairperson Angus asked if the events are mostly scheduled in August. Christina said they are looking at August 4 or August 11. When they do determine the date, they will contact the commission and let them know the date and make sure everyone is on board.

Chairperson Angus asked if they could get a better plan together as far as where the events will be taking place, proposed safety plan for barriers.

Gary said this is his first time doing this and asked if they have any barriers they recommend.

Commissioner Driscoll said they are talking about protecting the participants of the event so it would have to be something better than caution tape. Commissioner Driscoll said there are plastic barriers or temporary fencing or something along those lines. He suggested they talk to an engineer or someone from corporate. Chairperson Angus said they could also get in touch with someone in the fire department or the police department and see what their suggestions are.

Chairperson Angus said she would like to get this resolved but there are some questions that need to be addressed before it can be done.

Commissioner Driscoll said they should take the next few weeks to get the information together and come back in July.

Gary asked if they need approval to do the car meets. Commissioner Koutoulas said that the commission would need to know ahead of time so the police will be aware of it. Commissioner Driscoll said he did not see any problems with it. Commissioner Koutoulas asked Sergeant Lynch if he has any experience with these informal meets.

Sergeant Lynch said some of these informal meets depending on who shows up there could have illegal operation of vehicles as they leave so that is why they want to know. Sergeant Lynch said some of the private clubs have 150-200 cars parked so they know if there is an influx of cars, and they can watch for erratic driving. They can have officers in the area to combat these problems.

Commissioner Koutoulas said they do not have to approve every event ahead of time but if they are going to have a formal show, they will want to know how many cars so they can keep a handle on it. She said her impression of car meets is a lot different than what they have described. Her request is that beforehand they would want to know how many cars and how long the meet will be, to maintain some sort of order and safety measures.

Christina said she could get the exact number of cars and she was under the impression it was under 10. She said there is usually only 6 that show up and sometimes 8. Commissioner Koutoulas said she should have that approved by the police before it happens.

Chairperson Angus told them they should get in touch with the clerk when they are ready to come back for the entertainment amendment.

This item was postponed. No motion made.

8) COMMON VICTUALLER APPLICATIONS

8.1 Ailing Liu, Manager

New Haverhill Jade inc.,
d/b/a New Haverhill Jade

203 Winter Street

-Application for new common victualler license for the hours of Sunday 12pm-9pm, Monday 11am-9pm, Tuesday closed, Wednesday and Thursday 11am-9pm, Friday and Saturday 11am-9:30pm.

-Pending inspectional services approval and building occupancy.

The applicant was not present for the application.

9) OUTDOOR DINING APPLICATIONS

9.1 Rafael Guzman, Manager

Crusttown Inc.,

d/b/a Crusttown

150 Washington Street

-Application for outdoor dining.

-Pending Inspectional and Fire approval.

-Has police approval, has dpw approval.

Rafael and Gary appeared for this item. It was heard with the lottery commission application. Chairperson Angus told Rafael she is very confused about the outdoor dining application. She said the plans show 8 in the front and 24 in the back seats, but the application says 32.

Gary said they corrected the application. They can only have 4 seats in the front and chairs out back. Chairperson Angus said that is not what the plan shows. Gary said that they understand that the outside and the inside occupancy combined cannot exceed over 45. Chairperson Angus said there would be 1 table out front with 4 chairs and 8 tables out back with 4 chairs each.

Chairperson Angus said the plan does not show that.

Commissioner Koutoulas reminded Gary and Rafael that there has to be someone outside supervising the outside. Gary said they are aware of that, and they have glass in front and have good supervision of all the areas.

Chairperson Angus told Gary that we have to keep the applications consistent and have 2 tables in the front and 6 tables in the back because that is what was already approved at the last meeting and sent to the ABCC.

Commissioner Koutoulas made a motion to approve the Keno application and to approve the outdoor dining. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

10) ALCOHOL/ ABCC APPLICATIONS

10.1 Lorelei Judge, Proposed

Haverhill Golf & Country Club, Inc.

d/b/a Haverhill Country Club

58 Brickett Lane

-Application for multiple amendments change of manager and change of officers/directors/LLC Managers

Lorelei appeared for this item. Chairperson Angus asked her what her experience is in the industry. Lorelei said she has been in the industry for 40 years. She has been at the Country Club for the last 3 years and was a bartender for 9 years prior to that. She is very familiar with food and beverage. She said she is TIPS certified.

Commissioner Koutoulas made a motion to approve the application. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

10.2 Jessica Williams, Proposed Manger

ACF LLC

d/b/a 978 Lounge

101-103 Washington Street

-Application for change of manager.

Attorney Denver Cherms appeared with Jessica and Ana for this item. Chairperson Angus asked Jessica what her experience is in the industry. Jessica said she has been a bartender for 4 years. She said she was a manager at several of her other jobs. Chairperson Angus said her application reflects she has not been working since December. Her last employer is listed at the Gateway Lounge. Jessica said that was the last place she worked and then she came to 978 to work. Chairperson Angus told Jessica that her employment with 978 is not listed on the application. Jessica said she has been working there since the opening in January.

Commissioner Koutoulas said she was unsure if they were aware of the history of 978. There have been issues with the prior owner and the prior owner before that. We have been assured there would be no connection with the prior owners. It looks like the prior owners seem to be still very involved.

Jessica said no they have no association with them. She said she was at gateway that is where she used to work. They are 2 different places. Jessica said Kyle Bell was her supervisor, but he has nothing to do with 978. Jessica said she was fired from Gateway, and she got the opportunity to go to 978. Jessica said she has been the stand in manager since Danielle left. Chairperson Angus asked Jessica if she understands ordering alcohol from authorized sources, and not filling bottles. Jessica said she has been training for that. Commissioner Driscoll said also crowd control.

Commissioner Koutoulas asked Jessica how she has been finding the crowds there. Jessica said it is not as busy and as crazy as it used to be. She also said they have a counter and they have been watching the numbers. They still have contracted security, and the security has a clicker. Ana said they also have a decibel meter that monitors the volume, so they do not disturb people around them.

Chairperson Angus asked Jessica if she could update the application to reflect that she has been working at 978. Jessica said she has had no prior disciplinary actions. She also said she plans on being on the premises at least 40 hours per week.

Commissioner Driscoll made a motion to approve the application. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

11) CARRY IN LICENSE APPLICATIONS

No Schedule

12) ITEM FOR DISCUSSION

No schedule

13) SHOW CAUSE HEARING

13.1 Russell Littlefield, Manager

Russ-Lynn Inc.
d/b/a R.G.'s Pub
242 ½ Winter Street

-Continuation of show cause hearing: Update on camera retention time.

Russell appeared for this item. Russell provided a printout from the camera company that confirms that he placed the order, and he is waiting for an installation. He said the wiring has been completed and they are waiting for the cameras to come in to be installed. He said the new cameras have a 30-day retention.

Commissioner Driscoll told him to notify the License Clerk when the cameras have been installed. Russell said they are waiting on the shipment of the cameras

Chairperson Angus told Russell they appreciate his follow through and so does the police department.

Commissioner Koutoulas made a motion to continue the probation until we have evidence the cameras have been installed. This is anticipated to be within 1 week. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

13.2 Jeremy M Dul, Manager

Bradford Social & Athletic Club Inc.
d/b/a Bradford Social & Athletic Club
187-189 South Elm Street

-Show cause hearing: Alleged violation of M.G.L. Ch. 138 § 1. Failure to provide officers and compensation.

There was no one present for this item.

13.3 Nancy Ann Pagnam, Manager

Crescent Yaht Club
d/b/a Crescent Yaht Club
30 Ferry Street (Rear)

-Show cause hearing: Alleged violation of M.G.L. Ch. 138 §1. Failure to provide officers and directors and compensation.

Richard appeared for this application. He said that Nancy retired. Richard is going to be the manager. The club has got the application for the new manager, and they are currently working on it. Richard said he brought the paperwork with him tonight to the meeting. Richard submitted the paperwork to the commission.

Commissioner Koutoulas asked how far they are from having the application for new manager completed. Richard said he is not sure. He completed his portion, and he gave it to the officers.

Commissioner Koutoulas asked him if he could relay to the it is very important to have a manager on file. Chairperson Angus asked when Nancy retired? Richard said October.

Chairperson Angus reminded Richard that this is something that is required by Clubs to do every year. This paperwork is due by April 15 each year. Chairperson Angus told him to note the date for next year since he may be the new manager. She also reminded him that this is required by law. Chairperson Angus said if the list does not watch what is currently approved and the secretary of state office that those will need to be updated also.

Commissioner Koutoulas made a motion to place this on file. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

14) COMMUNICATION

15) PUBLIC PARTICIPATION

No SCHEDULE

16) OTHER BUSINESS

No Schedule

17) ADJOURNMENT

18) Commissioner Driscoll made a motion to adjourn at 7:28pm.

Alcohol - One-Day License**LCDL-24-8**

Submitted On: Jun 20, 2024

Applicant

 Carlie Hornbrook
 978-241-3425
@ carlie@emmasinc.org

Primary Location

100 ELLIOTT ST
Haverhill, MA 01830

Applicant Information**Applicant Role in the Event**

Event Host (i.e. bride, parent, relative)

Is the Event Sponsored?

no

IF NO, Who is the Responsible Person

Carlie Hornbrook

IF NO, Responsible Person's City

Andover

IF NO, Responsible Person's Zip

01810

IF NO, Responsible Person's Email

carlie@emmasinc.org

Birth Date**IF NO, What Type of Event?**

Other

IF NO, Responsible Person's Address

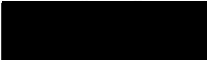
1 Heritage Lave

IF NO, Responsible Person's State

MA

IF NO, Responsible Person's Phone

978-241-3425

IF NO, Responsible Person's Social Security #**Event Sponsor Information****Event Information****Type of License Being Requested**

Beer & Wine

Event Start Time

12:00pm

Event Location

NECC 100 Elliott Street

Will there Be Music or Entertainment?

No

Name of Caterer

Simply Elegant Catering

Expected Number of Adults Attending

200

Is an Entrance Fee/Donation Required?

No

Event Date

09/15/2024

Event End Time

3:00pm

Event Purpose

Cycle for Shelter

Will the Event be Catered?

Yes

Will Food be Provided in Another Way?

No

Expected Number of Children Attending

0

Type of Attendees

Private

Will the Event Be on City Property?

No

Liquor Information

Name of Liquor Wholesaler

Bare Wolf Brewing

Name of Person Serving the Alcohol

Erika L DeFeo

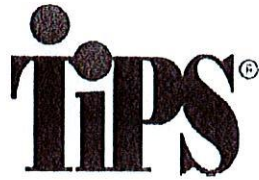
Is This a Cash Bar?

No

Agreement & Signature

Yes

true



CERTIFICATE OF COMPLETION

This certifies that

Erika L DeFeo

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours
3.00

Completed
08/07/2023

Expires
08/06/2026

Certificate #
ON-000029430331

[Signature]
Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

It is the responsibility of the licensee to ensure that the information provided on this certificate is accurate and that the licensee is in compliance with all applicable laws and regulations.

TIPS On-Premise
Issued 08/07/2023
Certificate # ON-000029430331

Erika L DeFeo
100 Chicago Ave
Salem NH 03079

CERTIFIED

Expires 08/06/2026



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program

Signature _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2023

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 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 MTM INS OF GREATER HAVERHILL INC 08089645 2 MERRIMACK ST 5TH FL STE B HAVERHILL MA 01830	CONTACT NAME:	
	PHONE (978) 372-1229 (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Sentinel Insurance Company Ltd.		11000
INSURED SIMPLY ELEGANT CATERING INC PO BOX 1802 HAVERHILL MA 01831-2802	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			08 SBA NW0226	07/01/2023	07/01/2024	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> AUTOS							
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A				E.I. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE -EA EMPLOYEE	
							E.I. DISEASE - POLICY LIMIT	
A	LIQUOR LIABILITY			08 SBA NW0226	07/01/2023	07/01/2024	Common Cause Aggregate	\$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDERFor Informational Purposes
PO BOX 1802
HAVERHILL MA 01831-2802**CANCELLATION**

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

Suean L. Castaneda

26 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
02 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
NW insurance company of The Hartford Insurance Group shown below.
SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

Policy Number: 08 SBA NW0226 SB



SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: SIMPLY ELEGANT CATERING INC
(No., Street, Town, State, Zip Code)

PO BOX 1802
HAVERHILL MA 01831

Policy Period: **From** 07/01/24 **To** 07/01/25 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: MTM INS OF GREATER HAVERHILL INC
Code: 089645

Previous Policy Number: 08 SBA NW0226

Named Insured is: CORPORATION

Audit Period: ANNUAL

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$6,875

Countersigned by *Susan L. Castaneda*
Authorized Representative

04/16/24
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBA NW0226

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

152 CENTER ST
GROVELAND MA 01834

Description of Business:

Restaurant - Caterers

Deductible: \$ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 329,200

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 10,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBA NW0226

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE TO THIS LOCATION

RESTAURANT STRETCH

FORM: SS 04 11

THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS \$ 50,000
COVERAGE:

FORM SS 40 93

THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.
INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR:

30 DAYS

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBA NW0226

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE
COVERAGE
COVERAGE INCLUDES THE FOLLOWING
COVERAGE EXTENSIONS:

12 MONTHS ACTUAL LOSS SUSTAINED

ACTION OF CIVIL AUTHORITY:
EXTENDED BUSINESS INCOME:

30 DAYS
30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS

HAZARDOUS SUBSTANCES
EXPEDITING EXPENSES

\$ 50,000
\$ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY

IDENTITY RECOVERY COVERAGE
FORM SS 41 12

\$ 15,000

COMPUTERS AND MEDIA COVERAGE
FORM SS 04 41
DEDUCTIBLE: \$ 1,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SEA NW0226

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$2,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 5,000
PERSONAL AND ADVERTISING INJURY	\$2,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$4,000,000
GENERAL AGGREGATE	\$4,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE: 07012015	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

BUSINESS LIABILITY OPTIONAL
COVERAGESLIQUOR LIABILITY INSURANCE
FORM SS 04 03

EACH COMMON CAUSE	\$1,000,000
AGGREGATE	\$2,000,000



LCDL-24-10

Alcohol - One-Day
License

Status: Active

Submitted On: 7/2/2024

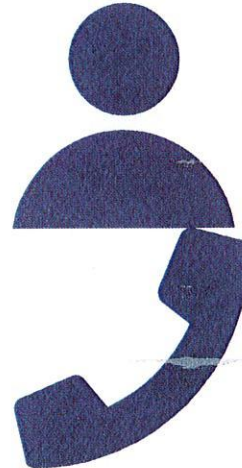
Primary Location

1280 BOSTON RD
Bradford, MA 01835

Owner

ARMENIAN APOSOLIC
CHURCH AT HYE POINTE
P O BOX 8069 WARD HILL,
MA 01835

Applicant



Kim
Dandurant

978-807-
6815

@ kimdandurant@gmail.com



6
fernwood
ave

bradford, Ma 01835

Applicant Information

Applicant Role in the Event*

Property Owner

Birth Date*

06/17/1957

Is the Event Sponsored?*

no

IF NO, What Type of Event?*

Baby Shower

IF NO, Who is the Responsible Person*

armenian church at hye pointe

IF NO, Responsible Person's Address*

1280 Boston Road

IF NO, Responsible Person's City*

bradford

IF NO, Responsible Person's State*

MA

IF NO, Responsible Person's Zip*

01835

IF NO, Responsible Person's Phone*

978-372-9227

IF NO, Responsible Person's Email*

armenianchurchathyepointe@verizon.net

IF NO, Responsible Person's Social Security #*



Event Information

Type of License Being Requested*

All Alcohol

Event Date*

07/27/2024

Event Start Time*

3:30 PM

Event End Time*

8:30 PM

Event Location*

1280 Boston Road

Event Purpose*

Baby Shower

Will there Be Music or Entertainment?*

No

Will the Event be Catered?*

No

Will Food be Provided in Another Way?*

Yes

Expected Number of Adults Attending*

35

Expected Number of Children Attending* 

5

Is an Entrance Fee/Donation Required?*

No

Type of Attendees*

Private

Will the Event Be on City Property?* 

No

Liquor Information

Name of Liquor Wholesaler*

Merrimack Valley Distributors

Name of Person Serving the Alcohol* ?

Mark Kazanjian

Is This a Cash Bar?*

Yes

Agreement & Signature

Yes*



Office Use Only

🔒 Expiration Date

—

🔒 Receipts Submitted

—

🔒 Conditions or Restrictions

Attachments



TIPS Certification

Required

Mark Kazanjian TIPS Cert.jpg

Uploaded by Kim Dandurant on Jul 2, 2024 at 12:54 PM

**Liquor Liability Insurance**



2024-2025 Master Certificate - City of Haverhill.pdf

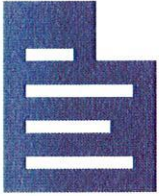
Uploaded by Kim Dandurant on Jul 2, 2024 at 3:02 PM

History

Date	Activity
7/3/2024, 1:59:45 PM	approval step Police Department Approval was assigned to Kevin Lynch on Record LCDL-24-10
7/3/2024, 1:59:45 PM	Jennifer Sanchez approved approval step Licensing Clerk Review on Record LCDL-24-10
7/3/2024, 12:05:39 PM	approval step Licensing Clerk Review was assigned to Jennifer Sanchez on Record LCDL-24-10
7/3/2024, 12:05:38 PM	completed payment step 1-Day License Fee Payment on Record LCDL-24-10
7/2/2024, 3:03:10 PM	Kim Dandurant submitted Record LCDL-24-10
7/2/2024, 12:42:38 PM	Kim Dandurant altered Record LCDL-24-10, changed ownerName from "HOLY CROSS ARMENIAN CHURCH" to "ARMENIAN APOSOLIC CHURCH AT HYE POINTE"
7/2/2024, 12:42:38 PM	Kim Dandurant altered Record LCDL-24-10, changed ownerPhoneNo from "" to "978-3729227"
7/2/2024, 12:42:38 PM	Kim Dandurant altered Record LCDL-24-10, changed ownerEmail from "" to "armenianchurchathyepointe@verizon.net"
5/15/2024, 2:53:11 PM	Kim Dandurant started a draft of Record LCDL-24-10

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 1-Day License Fee Payment	7/2/2024, 3:03:10 PM	7/3/2024, 12:05:38 PM	Kim Dandurant	-	Completed
 Licensing Clerk Review	7/3/2024, 12:05:38 PM	7/3/2024, 1:59:45 PM	Jennifer Sanchez	-	Completed
 Police Department Approval	7/3/2024, 1:59:45 PM	-	Kevin Lynch	-	Active
 License Commission Approval	-	-	-	-	Inactive
 License Commission Clerk Approval	-	-	-	-	Inactive

Label	Activated	Completed	Assignee	Due Date	Status
 <p>1-Day Liquor License</p>	-	-	-	-	Inactive
 <p>Commission Clerk Reviews Receipts</p>	-	-	-	-	Inactive



A 360TRAINING COMPANY

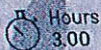
CERTIFICATE OF COMPLETION

This certifies that

MARK KAZANJIAN

is awarded this certificate for

TIPS Concessions Alcohol Training



Hours
3.00



Completion Date
07/16/2023



Expiration Date
07/15/2026



Certificate #
000029245610

TRAINING™

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

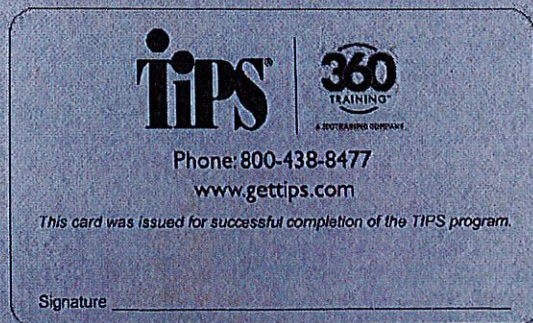
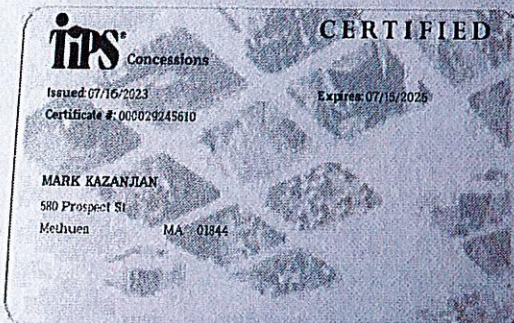
5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com



(CUT HERE)



(CUT HERE)





118386

Entertainment License

Status: Active

Submitted On: 6/25/2024

Primary Location

24 SUMMER ST
Haverhill, MA 01830

Owner

HAVERHILL LODGE BEME
ORDER OF ELKS OF HAVERHILL
SUMMER ST 24 HAVERHILL, MA
01830

Applicant

 Joseph Michaud
 508-726-8243
 rhac89@aol.com
 21 south river st
Havrhill, Mass 01835

Application for Entertainment License (between the hours of 8:00am and 1:00pm)

Name of Business (Individual, Corporation, Partnership of LLC, D/B/A name of Establishment)*

Haverhill Lodge #165 B.P.O.E. of
Haverhill d/b/a Elk's Club

Location of Business*

24 Summer Street

Type of Application*

New (first time applicant)

Application Date

After December 26th each year

Days & Hours of Operation

Monday Hours of Operation*

8:00am-12:30am

Tuesday Hours of Operation*

8:00am-12:30am

Wednesday Hours of Operation*

8:00am-12:30am

Thursday Hours of Operation*

8:00am-12:30am

Friday Hours of Operation*

8:00am-1:30am

Saturday Hours of Operation*

8:00am-12:30am

Sunday Hours of Operation*

8:00am-12:30am

Please mark (x) for any and all of the following for which you are applying: *

Amplifiers

☒

Dancing (by patrons only)

☒

D.J

☒

Jukebox

☒

Karaoke

☒

Movies

☒

Music - Amplified ?

☒

Radio

☒

Sporting Event

☒

Television

☒

Comedy Show

☒

IF COMEDY - # of Comedians*

3

Performance (includes live bands)

☒

IF PERFORMANCE - # of Instruments*

4

Vocalist(s)



IF VOCALIST(S) - # of Vocalists*

2

Other



IF OTHER - Please Describe*

Queen of Hearts, Texas Holdem, 45's

Office Use Only

 Restrictions 







Attachments

History

Date	Activity
6/25/2024, 11:43:54 AM	approval step Police Department Approval was assigned to Kevin Lynch on Record 118386
6/25/2024, 11:43:53 AM	completed payment step License Fee Payment on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed IF OTHER - Please Describe from "" to "Queen of Hearts, Texas Holdem, 45's" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Other from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed IF VOCALIST(S) - # of Vocalists from "" to "2" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Vocalist(s) from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed IF PERFORMANCE - # of Instruments from "" to "4" on Record 118386

Date	Activity
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Performance (includes live bands) from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Television from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Radio from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Movies from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Jukebox from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Dancing (by patrons only) from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed IF COMEDY - # of Comedians from "" to "3" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Comedy Show from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Sporting Event from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Music - Amplified from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Karaoke from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed D.J from "false" to "true" on Record 118386
6/25/2024, 11:43:38 AM	Jennifer Sanchez changed Amplifiers from "false" to "true" on Record 118386
6/25/2024, 11:42:17 AM	Jennifer Sanchez changed Type of Application from "Amendment" to "New (first time applicant)" on Record 118386
6/25/2024, 11:40:47 AM	Jennifer Sanchez submitted Record 118386
6/25/2024, 11:36:07 AM	Jennifer Sanchez started a draft of Record 118386

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Fee Payment	6/25/2024, 11:40:49 AM	6/25/2024, 11:43:53 AM	Joseph Michaud	-	Completed
 Police Department Approval	6/25/2024, 11:43:54 AM	-	Kevin Lynch	-	Active
 City Clerk Approval	-	-	-	-	Inactive
 Entertainment Zoning Approval	-	-	-	-	Inactive
 Local License Commission Approval	-	-	-	-	Inactive
 Entertainment License	-	-	-	-	Inactive



Haverhill

License Commission, Room 118

4 Summer Street

Phone: 978-374-2312 Fax: 978-373-8490

License_comm@cityofhaverhill.com

APPLICATION FOR ENTERTAINMENT LICENSE BETWEEN THE HOURS OF 8AM AND 1AM

HAU CITY CLERK JUN24'24 PM 2:55

Date of Request: 6/24/24

Official Use ONLY:

FEE: \$ _____

PAID: \$ _____

ISSUED: _____

LIC#: _____

Haverhill Lodge of Elk #165
Name of Business (Individual, Corporation, Partnership or LLC, d/b/a Name of Establishment)

24 Summer St
Location of Business

Please **mark (X)** for any and all of the following for which you are applying:

☒ RADIO

☒ JUKEBOX

☒ TELEVISION

☒ AMPLIFIERS

☒ KARAOKE

☒ DJ

☒ PERFORMANCE (# OF INSTRUMENTS: 4; # OF VOCAL PERFORMERS: 2)
(INCLUDES LIVE BANDS)

☒ COMEDY SHOW (# OF COMEDIANS: 3)

☒ OTHER: (PLEASE DESCRIBE: Queen of Hearts / Texas Holdem / 45's)

☒ DANCING

☒ BY PATRONS ONLY

☒ AMPLIFIED MUSIC (E.G. IPOD,

MP3, COMPUTERIZED MUSIC)

☒ MOVIES

☒ SPORTING EVENTS

Please see Massachusetts General Laws Chapter 140, Section 183A for the law for when Entertainment Licenses are required.

Please submit Original Applications and Four (4) copies to the License Commission Clerk to be placed on the next License Commission Agenda. The License fee is \$100.00 and the License renews annually. For first time applicant, there is an application fee of \$60.00.



118140

Entertainment License

Status: Active

Submitted On: 6/17/2024

Primary Location

114 WASHINGTON ST
Haverhill, MA 01832

Owner

THE RAND FAMILY REAL
ESTATE TRUST RAND
WILLIAM-TRUSTEE
WASHINGTON ST 114
HAVERHILL, MA 01832

Applicant

 William Rand
 978-771-4466
 wrand@randadjustment.com
 P o Box 5151
Bradford, MA 01835

Application for Entertainment License (between the hours of 8:00am and 1:00pm)

Name of Business (Individual, Corporation, Partnership of LLC, D/B/A name of Establishment)*

friendly house of pho

Location of Business*

114 washington street

Type of Application*

Amendment

Application Date

—

Days & Hours of Operation

Monday Hours of Operation*

closed

Tuesday Hours of Operation*

3 -10

Wednesday Hours of Operation*

3 - 10

Thursday Hours of Operation*

3 -10

Friday Hours of Operation*

12-12

Saturday Hours of Operation*

12-12

Sunday Hours of Operation*

3-10

Office Use Only



 Restrictions 

Attachments

History

Date	Activity
7/1/2024, 11:00:31 AM	approval step Police Department Approval was assigned to Kevin Lynch on Record 118140
7/1/2024, 11:00:30 AM	completed payment step License Fee Payment on Record 118140
6/17/2024, 4:21:46 PM	William Rand submitted Record 118140
6/17/2024, 4:19:25 PM	William Rand started a draft of Record 118140

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Fee Payment	6/17/2024, 4:21:47 PM	7/1/2024, 11:00:30 AM	William Rand	-	Completed
 Police Department Approval	7/1/2024, 11:00:30 AM	-	Kevin Lynch	-	Active

Label	Activated	Completed	Assignee	Due Date	Status
✓ City Clerk Approval	-	-	-	-	Inactive
✓ Local License Commission Approval	-	-	-	-	Inactive
📄 Entertainment License	-	-	-	-	Inactive



117099

Entertainment License

Status: Active

Submitted On: 5/16/2024

Primary Location

30 CUSHING AVE

Haverhill, MA 01830

Owner

30 CUSHING AVENUE RLTY


TR LEO J MOTSYS, TR


TREMONT ST., UNIT 6 516


BOSTON, MA 02116

Applicant

 Anita Dempsey

 617-447-1349

 adempsey@unos.com

 44 Industrial Way
Norwood, MA 02062

Application for Entertainment License (between the hours of 8:00am and 1:00pm)

Name of Business (Individual, Corporation, Partnership of LLC, D/B/A name of Establishment)*

UR of Haverhill Inc.

Location of Business*

30 Cushing Ave

Type of Application*

Amendment

Application Date

Prior to December 26th each year

Days & Hours of Operation

Monday Hours of Operation*

8 am to 12:30 am

Tuesday Hours of Operation*

8 am to 12:30 am

Wednesday Hours of Operation*

8:am to 12:30 am

Thursday Hours of Operation*

8 am to 12:30 am

Friday Hours of Operation*

8:am to 1:30 am

Saturday Hours of Operation*

8 am to 12:30 am

Sunday Hours of Operation*

8 am to 12:30 am

Office Use Only

 Restrictions 

Attachments



Uno Haverhill Aerial View of Parking lot area.pdf
Uno Haverhill Aerial View of Parking lot area.pdf
Uploaded by Anita Dempsey on May 16, 2024 at 2:25 PM



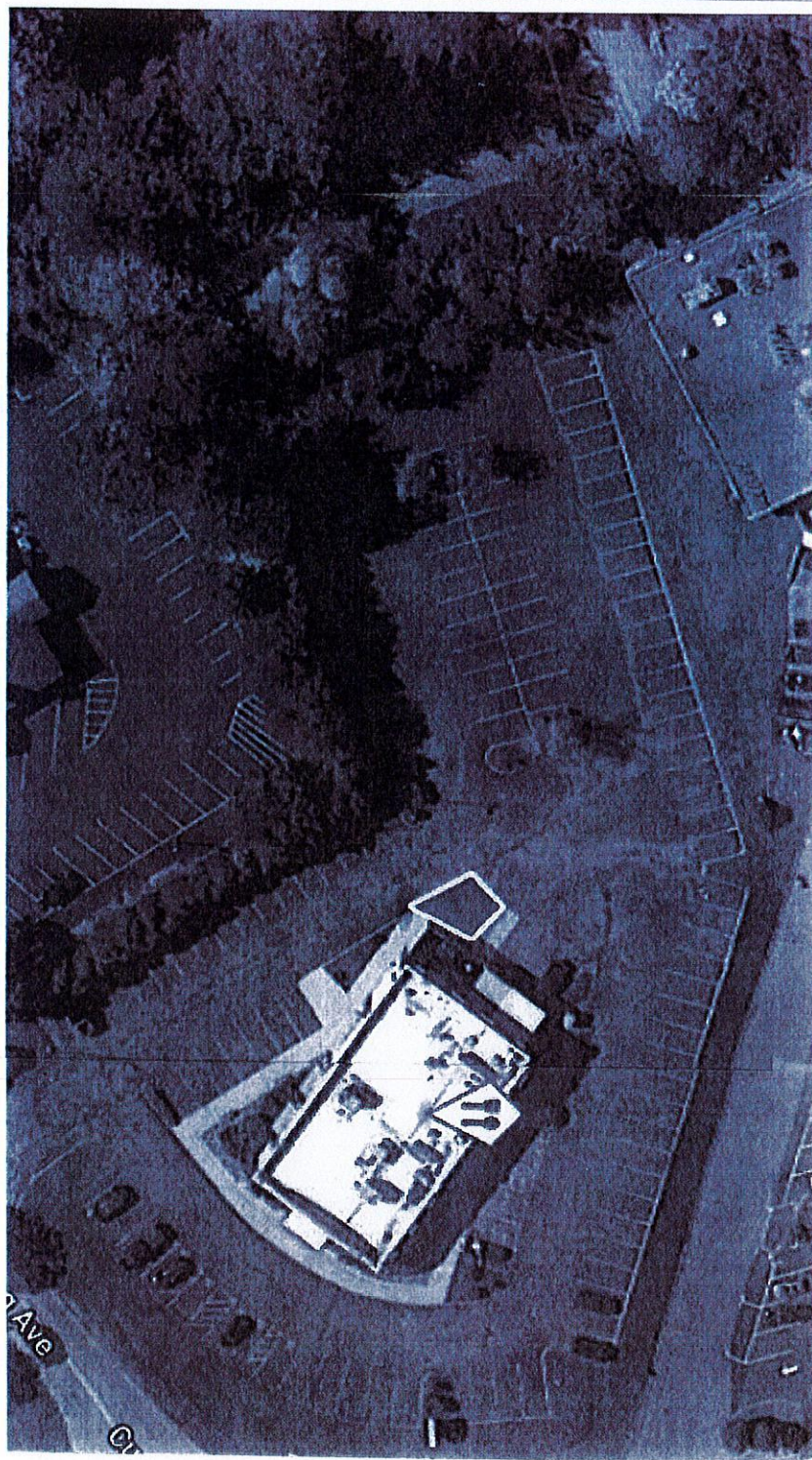
OUTDOOR AREA Entertainment
HAVERHILL OUTDOOR AREA.pdf
Uploaded by Anita Dempsey on May 16, 2024 at 4:04 PM

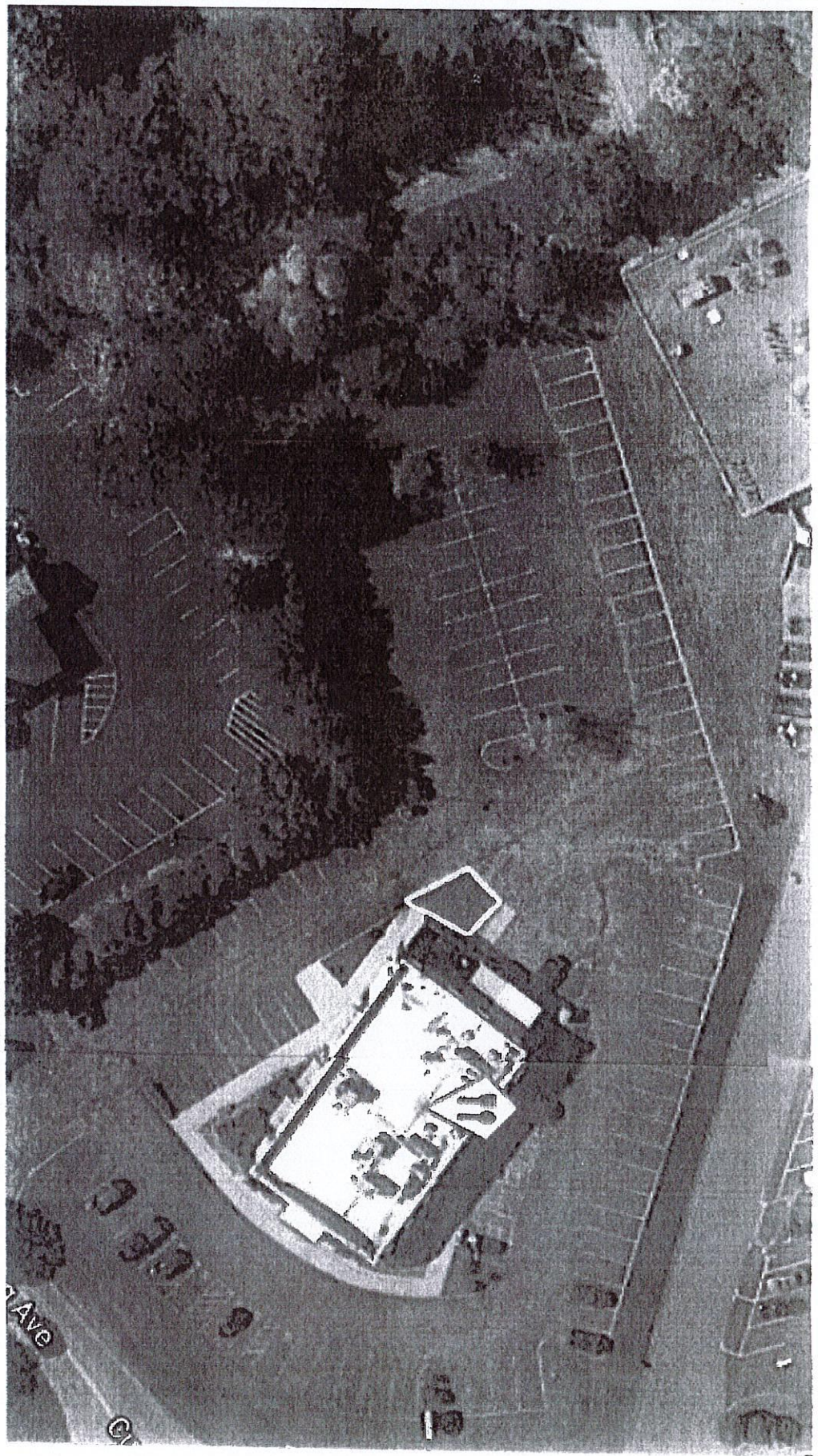
History

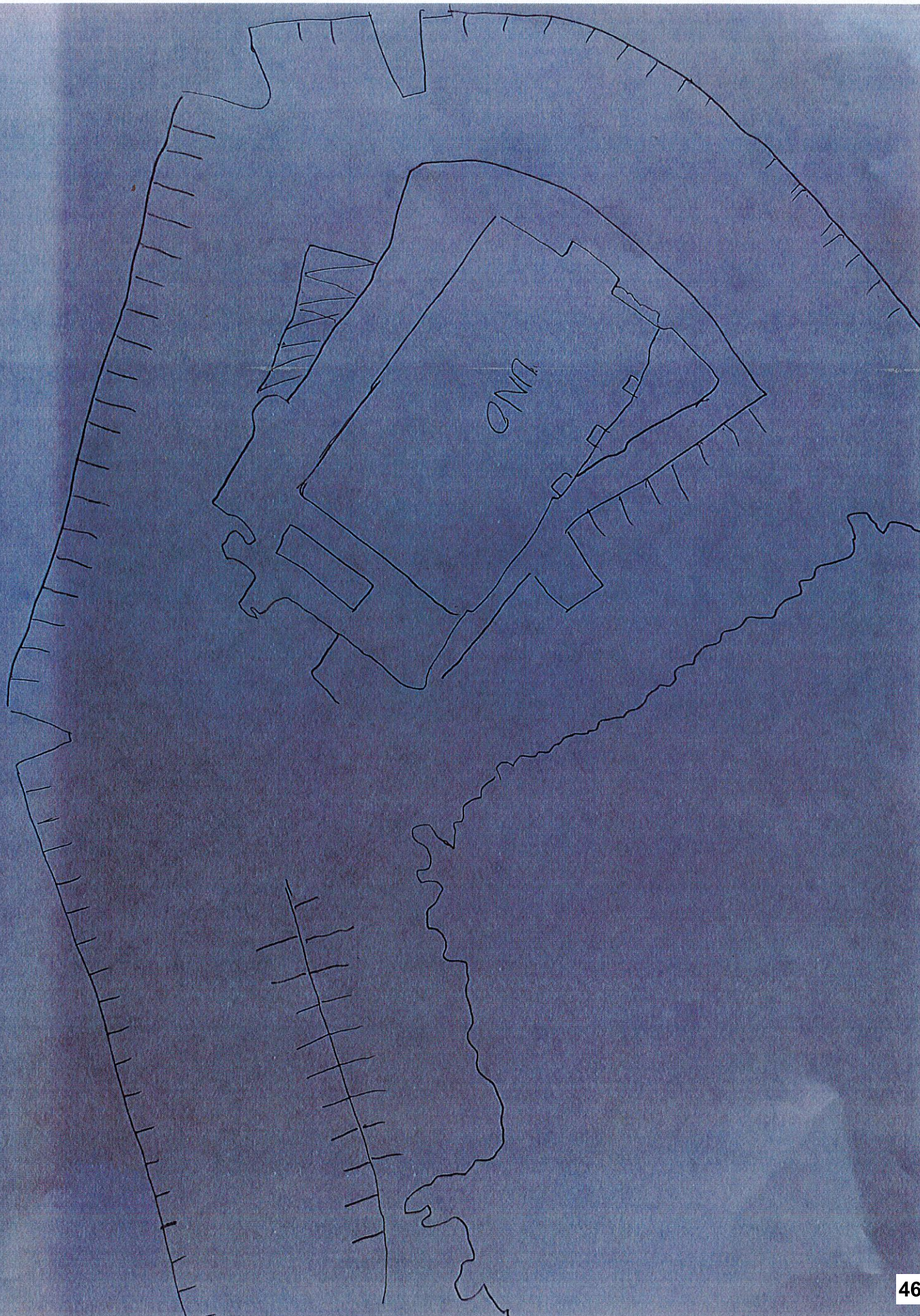
Date	Activity
5/16/2024, 4:10:29 PM	approval step Police Department Approval was assigned to Kevin Lynch on Record 117099
5/16/2024, 4:10:28 PM	completed payment step License Fee Payment on Record 117099
5/16/2024, 4:05:37 PM	Anita Dempsey submitted Record 117099
5/16/2024, 1:49:36 PM	Anita Dempsey started a draft of Record 117099

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Fee Payment	5/16/2024, 4:05:38 PM	5/16/2024, 4:10:28 PM	Anita Dempsey	-	Completed
 Police Department Approval	5/16/2024, 4:10:28 PM	-	Kevin Lynch	-	Active
 City Clerk Approval	-	-	-	-	Inactive
 Local License Commission Approval	-	-	-	-	Inactive
 Entertainment License	-	-	-	-	Inactive







License #:24-ENT-046

THE LICENSING BOARD FOR THE
CITY OF HAVERHILL, MASSACHUSETTS

HEREBY GRANTS AN

2024

ENTERTAINMENT LICENSE

TO: UNO OF HAVERHILL, INC

ADDRESS: 30 CUSHING AVENUE

Inside Entertainment:

RADIO/JUKEBOX

XINSTR.MUSIC

DANCING BY PATRONS

XTELEVISION

XVOCALISTS

ONLY

AMPLIFIERS

XLIVE BANDS

AMPLIFIED MUSIC

XDISC JOCKEY

MOVIES

SPORTING EVENT

KARAOKE

COMEDY SHOWS

Specifics: 1 instrument and 1 vocalist

Restrictions: None

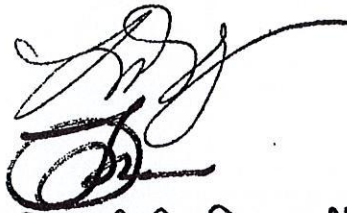
Hours: Sunday 8:00am-12:30am, Monday 8:00am-12:30am, Tuesday 8:00am-12:30am,

Wednesday 8:00am-12:30am, Thursday 8:00am-12:30am, Friday 8:00am-1:30am,

Saturday 8:00am-12:30am

Expires December 31, 2024

Witness Our Hands, this Day JAN 01 2024



Patrick J. Driscoll

HAVERHILL LICENSING BOARD

Section 183A. No inn holder, common victualler, keeper of a tavern, or person owning, managing, or controlling any club, restaurant or other establishment required to be licensed under section twelve of chapter one hundred and thirty-eight or under section two, twenty-one A or twenty-one E of chapter one hundred and forty, and no person owning, managing, or controlling any concert, dance, exhibition, cabaret or public show of any description to be conducted on any premises required to be licensed under the sections described above, shall, as a part of its usual business, offer to view, set up, set on foot, maintain or carry on a concert, dance exhibition, cabaret or public show of any description, unless and until a license therefor has been issued by the licensing authorities.



LCCV-24-43

**Common Victualler
License**

Status: Active

Submitted On: 5/3/2024

Primary Location


203 WINTER ST
Haverhill, MA 01830

Owner


CHIU KWAN LING ETUX CHIU
XIAN CHEN
LAWNVIEW DRIVE 52
BRAINTREE, MA 02184

Applicant

 Ailing Liu

 603-264-5044

912439287ailing@gmail.com

 27 school street

Jaffrey, NH 03452

Applicant Information

Relationship to Business Owner*

Owner

Application Date*

Jan 1, 2024 to Dec 25, 2024

Type of Application

New

Business Information

Business Name*

NEW HAVERHILL JADE INC

Establishment Name*

HAVERHILL JADE

Establishment Phone*

6032645044

Type of Establishment*

Restaurant

Establishment Mailing Address* 

203 WINTER STREET

Establishment Mailing Address City*

HAVERHILL

Establishment Mailing Address State*

MA

Establishment Mailing Address Zip*

01830

Manager Name* ?

AILING LIU

Manager Cellphone*

6032645044

Manager Home Address*

27 SCHOOL STREET, JAFFREY, NH
03452

Is Application New, Renewal or Transfer?*

New

Business Legal Structure*

Corporation

Property Information

Is this a Franchise?*

No

Planned Opening Date*

05/15/2024

Total Square Footage*

3400

Number of Seats*

16

Number of Entrances*

1

Number of Exits*

2

Do You Plan Outdoor Seating?*

No

Do You Plan to Sell Alcohol?*

No

Days & Hours of Operation

Monday Hours of Operation* ⓘ

11:00AM TO 9:00PM

Tuesday Hours of Operation*

CLOSED

Wednesday Hours of Operation*

11:00AM TO 9:00PM

Thursday Hours of Operation*

11:00AM TO 9:00PM

Friday Hours of Operation*

11:00AM TO 9:30PM

Saturday Hours of Operation*

11:00AM TO 9:30PM

Sunday Hours of Operation*

12:00NOON TO 9:00PM

Persons/Entities with Interest

Name

AILING LIU

Title/Position

OWNER

Stock/Ownership ⓘ

100%

Agreement & Signature

Yes




For Inspector Use Only

 Basement Use Group


 Basement Allowable Load

—

 Floor 1 Use Group


 Floor 1 Allowable Load

—

 Floor 2 Use Group


 Floor 2 Allowable Load

—

 Floor 3 Use Group

 Floor 3 Allowable Load

—

 Floor 4 Use Group

 Floor 4 Allowable Load

—

 Other Use Group

 Other Allowable Load

—

 Inspection Date

—

Attachments



Business Certificate

pending application.pdf

Uploaded by Ailing Liu on May 3, 2024 at 10:22 AM

REQUIRED

REQUIRED



Occupancy Certificate

pending application.pdf

Uploaded by Ailing Liu on May 3, 2024 at 10:22 AM



Business Certificate.jpg

Business Certificate.jpg

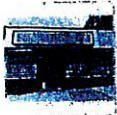
Uploaded by Ailing Liu on May 6, 2024 at 2:52 PM



commercial lease fully signed.pdf

commercial lease fully signed.pdf

Uploaded by Ailing Liu on May 24, 2024 at 10:40 AM



picture of outside the restaurant.jpg

picture of outside the restaurant.jpg


Uploaded by Ailing Liu on May 28, 2024 at 12:29 PM

History

Date	Activity
5/8/2024, 10:38:53 AM	Kaitlin Wright assigned approval step License Commission Approval to Jennifer Sanchez on Record LCCV-24-43
5/8/2024, 10:27:33 AM	approval step License Commission Approval was assigned to Kaitlin Wright on Record LCCV-24-43
5/8/2024, 10:27:33 AM	Yenise Rozon approved approval step Tax Check on Record LCCV-24-43
5/8/2024, 10:27:28 AM	Yenise Rozon assigned approval step Tax Check to Yenise Rozon on Record LCCV-24-43
5/8/2024, 10:27:26 AM	Yenise Rozon approved approval step Tax Check on Record LCCV-24-43
5/6/2024, 12:42:16 PM	Ailing Liu added a guest: rchin@chinfirm.com to Record LCCV-24-43
5/4/2024, 11:42:04 AM	Elizabeth Remmes approved approval step Water Bill Payment Check on Record LCCV-24-43
5/3/2024, 4:08:49 PM	Ailing Liu added a guest: chinfirm400@gmail.com to Record LCCV-24-43
5/3/2024, 3:22:57 PM	Kaitlin Wright approved approval step City Clerk Approval on Record LCCV-24-43
5/3/2024, 12:44:13 PM	approval step Water Bill Payment Check was assigned to Elizabeth Remmes on Record LCCV-24-43

Date	Activity
5/3/2024, 12:44:13 PM	approval step Tax Check was assigned to Jasmin Ortega on Record LCCV-24-43
5/3/2024, 12:44:13 PM	approval step Tax Check was assigned to Yenise Rozon on Record LCCV-24-43
5/3/2024, 12:44:13 PM	approval step City Clerk Approval was assigned to Kaitlin Wright on Record LCCV-24-43
5/3/2024, 12:44:12 PM	completed payment step License Comm Application fee on Record LCCV-24-43
5/3/2024, 10:22:35 AM	Ailing Liu submitted Record LCCV-24-43
4/24/2024, 10:54:48 AM	Ailing Liu started a draft of Record LCCV-24-43

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Comm Application fee	5/3/2024, 10:22:36 AM	5/3/2024, 12:44:12 PM	Ailing Liu	-	Completed
 City Clerk Approval	5/3/2024, 12:44:12 PM	5/3/2024, 3:22:57 PM	Kaitlin Wright	-	Completed
 Tax Check	5/3/2024, 12:44:12 PM	5/8/2024, 10:27:26 AM	Yenise Rozon	-	Completed
 Tax Check	5/3/2024, 12:44:12 PM	5/8/2024, 10:27:33 AM	Yenise Rozon	-	Completed
 Water Bill Payment Check	5/3/2024, 12:44:12 PM	5/4/2024, 11:42:04 AM	Elizabeth Remmes	-	Completed
 License Commission Approval	5/8/2024, 10:27:33 AM	-	Jennifer Sanchez	-	Active
 Common Virtual License Issued	-	-	-	-	Inactive

COMMERCIAL LEASE

THIS LEASE AGREEMENT (the "Lease") made as of this 24 day of May, 2024, by and between Kwan Ling Chiu and Feng Xian Chen Chiu, having a mailing address of 52 Lawnview Dr., Braintree, MA 02184 (collectively, the "Landlord"), and NEW HAVERHILL JADE INC., a Massachusetts corporation with a principal address of 203 Winter Street, Haverhill, MA 01830 and Ailing Liu, an individual, having a principal address of 27 School Street, Jaffrey, NH 03452 (collectively, the "Tenant"). This Lease and the Landlord's and Tenant's obligations hereunder are subject to the Tenant's receipt of all governmental licenses necessary to operate its business (the "Permitted Use") within the Demised Premises as those terms are defined below. If Tenant shall be unable to procure all such licenses by June 30, 2024, then this Lease may be terminated or amended by mutual agreement.

ARTICLE I

Section 1.1. Demised Premises. Subject to the provisions of this Lease, Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord the following described premises: 2,000+/- square feet of basic rentable area, to include the right to use the basement for storage (the "Demised Premises") located in the building at 203 Winter Street, Haverhill, MA (the "Building"). The building and the land, taken together shall be referred to as "Landlord's Property". The Demised Premises are leased with no appurtenant rights whatsoever, other than the non-exclusive right to use the common areas of Landlord's Property including but not limited to parking areas, walkways, grounds and driveways.

ARTICLE II

Section 2.1. Term. The term of this Lease shall be for a period of ten (10) years with one option for an additional five (5) years at the end of the initial term, commencing on the "Commencement Date" (as defined herein), except if terminated pursuant to the provisions of this Lease (the "Term"). The Commencement Date of the Term shall be within three calendar days following Tenant's receipt of all governmental licenses required to operate the restaurant; however, the tenant has one month of free rent to prepare to open the business.

Section 2.2. Extension Rights. Provided that the Tenant has not been in default of any of the terms, covenants or conditions of this Lease beyond any applicable grace period, during the term Tenant shall have the right to extend the Term of this Lease for one (1) additional five (5) year term. Such extension rights shall be exercised, if at all, by written notice received by Landlord not less than one hundred eighty (180) days prior to the expiration of the Term, time being of the essence. Any such extension shall be upon all of the terms, covenants and conditions of this Lease. If Tenant validly exercises an extension right as herein provided, the word "Term" as used herein shall mean the Term specified in Section 2.1 above, as so extended.

ARTICLE III

Section 3.1. Rent. Rents due under the Lease shall commence within three days following Tenant's receipt of all licenses necessary to operate the restaurant however, rent shall be calculated to account for the date Tenant takes possession if prior to the approval of its licensing. (the "Rent Commencement Date"). The rent herein reserved to Landlord during the Term of this Lease (hereinafter the "Fixed Rent"), without any setoff or deduction whatsoever, except as set forth in this Lease shall be as follows:

Year 1: at the annual rent of \$36,000.00, payable in equal monthly installments of \$3,000.00;

Year 2 at the annual rent of \$36,000.00, payable in equal monthly installments of \$3,000.00;

Year 3: at the annual rent of \$36,000.00, payable in equal monthly installments of \$3,000.00;

Year 4: at the annual rent of \$36,000.00, payable in equal monthly installments of \$3,000.00;

Year 5: at the annual rent of \$36,000.00, payable in equal monthly installments of \$3,000.00;

Year 6: at the annual rent of \$37,080.00, payable in equal monthly installments of \$3,090.00;

Year 7: at the annual rent of \$38,192.40, payable in equal monthly installments of \$3,182.70;

Year 8: at the annual rent of \$39,338.16, payable in equal monthly installments of \$3,278.18;

Year 9: at the annual rent of \$40,518.36, payable in equal monthly installments of \$3,376.53;

Year 10: at the annual rent of \$41,733.84, payable in equal monthly installments of \$3,477.82.

If applicable, fixed rent for the option period shall be:

Year 11: at the annual rent of \$42,985.80, payable in equal monthly installments of \$3,582.15;

Year 12: at the annual rent of \$44,275.44, payable in equal monthly installments of \$3,689.62;

Year 13: at the annual rent of \$45,603.72, payable in equal monthly installments of \$3,800.31;

Year 14: at the annual rent of \$46,971.84, payable in equal monthly installments of \$3,914.32;

Year 15: at the annual rent of \$48,381.00, payable in equal monthly installments of \$4,031.75.

As used herein, the term "Year" being the 12-month periods, calculated from the Rent Commencement Date.

Section 3.1.1. All payments of Fixed Rent and Additional Rent (as provided herein), shall be made to Landlord at the address set forth in the introductory paragraph to this Lease, payable to Landlord or Landlord's assignee unless Landlord otherwise notifies Tenant in writing. The Fixed Rent and Additional Rent shall be paid in advance in monthly installments on or before the first day of each month of the Term. Upon the execution of the lease, the tenant shall deliver the first and last month rent to the landlord included the security deposit as below.

Section 3.1.2. Security Deposit. Simultaneously with the execution of this Lease, the Tenant shall deliver to and deposit with the Landlord a security deposit of Six Thousand Dollar (\$6,000.00) (the "Security Deposit"). If, and as soon as, there shall exist an Event of Default (as defined herein) under this Lease (and on the occasion of each Event of Default if there shall be more than one), the Landlord may draw upon the Security Deposit at any time and from time to time in such amount or amounts as may be necessary to cure the default(s) or to reimburse the Landlord for any sum(s) which the Landlord may have spent to cure the default(s), and if the Landlord has terminated this Lease due to the Tenant's default(s), the Landlord may also draw upon the Security Deposit in such amount (or all) as may be necessary to obtain any amounts from time to time owed to the Landlord by the Tenant after termination or expiration. In the case of each such drawing (except a drawing occurring after termination or expiration of this Lease), the Tenant shall, on demand, cause the Security Deposit to be reinstated to the full amount that was required by this Lease prior to the drawing. If at the end of the Lease Term, no Event of Default shall exist, the Security Deposit, or any balance thereof, shall be returned to the Tenant or if at the end of the Term of this Lease, an Event of Default shall exist, then any portion of the Security Deposit not necessary to cure said Event of Default shall be returned to Tenant but not otherwise. The Landlord shall be entitled to commingle the Security Deposit with other funds of the Landlord, and shall not be obligated to pay interest on the deposit to the Tenant. If the Landlord conveys the Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied, may be turned over by the Landlord to the Landlord's transferee, and, if so turned over, the Tenant agrees to look solely to such transferee for proper application and/or return of the Security Deposit in accordance with the terms of this Lease.

Section 3.2. Late Payments, Interest. In the event that any payment of Fixed Rent or Additional Rent shall not be paid on or before the fifth day of the date the same is due, regardless of whether the same constitutes an Event of Default, there shall become due to the Landlord from the Tenant, as Additional Rent and as compensation for the Landlord's extra administrative costs in investigating the circumstances of late rent, a late charge of ten percent (10%) of the amount overdue. In addition, any Fixed Rent and Additional Rent not paid within ten (10) days of when due shall bear interest from the date due to the Landlord until paid at the variable rate (the "Default Interest Rate") equal to the higher of (i) 18.00% per annum or (ii) two percentage points above the prime commercial lending rate of Bank of America, N.A. (or its successor).

Section 3.3. Other Payments. Each payment or expenditure for water, gas and electrical usage metered to Landlord which Tenant is required to make under Article VII of this Lease, shall be deemed to be "Additional Rent", and Landlord's right in the event of Tenant's default in making any such payment or expenditure shall be the same as in the case of a default in paying installments of Fixed Rent.

ARTICLE IV

Section 4.1. Real Estate Taxes. As Additional Rent, Tenant shall be responsible for its share of the Real Estate Taxes due to the City of Haverhill. The current annual real estate tax is approximately \$7,800.00 and subject to change without notice Tenant shall include as additional rent the amount equivalent to 1/12 of the annual real estate tax together with the base rent paid monthly. Landlord shall notify Tenant if there is any change in the amount of the Real Estate Taxes whereupon Tenant's Additional Rent amount shall reflect the change in its next monthly payment to Landlord.

ARTICLE V

Section 5.1 Landlord's Preparations for Tenant. The Demised Premises and Landlord's Equipment are delivered to Tenant in absolute "AS IS" condition, without any warranty of fitness for use or occupation whatsoever, expressed or implied. Tenant expressly waives any rights it may have under any warranty which may be created by statute or otherwise. Tenant agrees that Landlord shall have no obligation to perform any work of construction or repair to Demised Premises prior to or at Commencement Date, or at any time thereafter, to render the Demised Premises fit for use and occupancy or for Tenant's particular purposes or to make it acceptable to Tenant.

ARTICLE VI

Section 6.1. Landlord's Work. INTENTIONALLY OMITTED.

Section 6.2. Tenant's Work. Tenant shall perform any work required to permit Tenant to open the Demised Premises for the conduct of Tenant's business and shall install all fixtures and equipment necessary to enable Tenant to conduct the Permitted

Use, as hereinafter defined (the "Tenant's Work") and, upon the completion thereof, Tenant shall obtain a Certificate of Occupancy or sign off on all open permits from the applicable municipal authority. Tenant's Work shall be done by Tenant at its own expense, but only in accordance with plans and specifications which have first been approved in writing by Landlord, which approval not to be unreasonably withheld. All of the Tenant's Work shall be done only in accordance with all applicable federal, state and municipal laws, regulations and ordinances and shall be only of a non-structural nature and shall not weaken the safety or structure of the Building or impair the value of the Demised Premises. Tenant shall promptly pay when due the entire cost of Tenant's Work so that the Demised Premises shall at all times be free of liens for labor and materials furnished to Tenant or claimed to have been furnished to Tenant in connection with Tenant's Work, and Tenant shall cause any such lien to be discharged from record forthwith without cost to Landlord. Prior to the beginning of Tenant's Work, Tenant shall obtain proof of "all risk builders risk insurance", so called, from its contractor insuring both Landlord and Tenant against any claims for property damage, personal injury, death and for any type of loss or damage arising out of or occasioned by or connected in any way with Tenant's Work, together with any other insurance coverage or protective bond which may be required by law. Tenant shall furnish Landlord with certificates of the issuance of the required insurance prior to commencing Tenant's Work. All insurance shall be written by one or more responsible insurance companies satisfactory to Landlord and licensed to provide insurance in the Commonwealth of Massachusetts, and shall be maintained in force until Tenant's Work has been completed in amounts reasonably satisfactory to Landlord.

ARTICLE VII

Section 7.1. Utilities. Tenant acknowledges that utilities for electricity, heat and cooling servicing the Demised Premises are on separate meters ("Tenant's Metered Utilities"). Tenant shall supply heat adequate for its own purposes and in any event shall supply sufficient heat to prevent the freezing of all pipes and shall not permit disconnection of electric service to the Demised Premises. Tenant shall promptly pay all bills for Tenant's Metered Utilities directly to the utility companies and, upon Landlord's request, promptly deliver evidence of payment of utility bills to Landlord. Immediately upon the execution of this Lease Tenant shall notify the appropriate utility companies that service is to be transferred to Tenant. Tenant acknowledges that effective as of the Commencement Date, Tenant shall be responsible for the payment of Tenant's Metered Utilities. Tenant acknowledges that in no event shall Landlord ever be liable to Tenant for the interruption of any such service or the failure to provide the same, regardless of reason therefor, nor shall any such interruption or failure entitle Tenant to an abatement of or reduction in rent or to a right to terminate this Lease.

Notwithstanding the foregoing, Tenant acknowledges that if the cost of water or other utilities supplied to the Demised Premises are billed directly to Landlord then Tenant shall pay to Landlord, as Additional Rent, within thirty (30) days of receipt of an invoice from Landlord the amount billed for said utilities effective as of the Commencement Date.

ARTICLE VIII

Section 8.1. Permitted Use. Tenant shall use the Demised Premises for the operation of a Thai food restaurant and for no other purpose whatsoever (the "Permitted Use"). Tenant warrants that there shall be no hazardous materials used or stored on the Demised Premises unless required as part of the operation of the business, but in any case never in levels that exceed legally permissible limits. Tenant warrants that the Permitted Uses shall be compatible to the City of Haverhill Zoning By-laws.

Section 8.2. Compliance with Laws. Tenant agrees that at all times during the Term, no trade or occupation shall be conducted in the Demised Premises, or use made thereof, which shall be unlawful, improper, unreasonably noisy or offensive, or contrary to any law or any municipal bylaw or ordinance governing the Demised Premises. Tenant shall, at its sole cost, (i) make all repairs, alterations, additions or replacements to the Demised Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's specific use or occupancy of the Demised Premises; (ii) keep the Demised Premises equipped with all required safety appliances; (iii) procure and keep in good standing any licenses and permits required by Tenant's use; and, (iv) comply with the orders and regulations of all governmental authorities and all requirements of the New England Fire Insurance Rating Association or similar body or Landlord's insurer applicable to Tenant's specific use.

Section 8.3. Use of Landlord's Equipment. Tenant shall keep and maintain in good order, condition and repair the Landlord's Equipment, excepting only reasonable wear and tear and damage by fire or other casualty. If Tenant damages or fails to properly maintain Landlord's Equipment, there shall exist an Event of Default under Section 15.1.1(b) of the Lease. If during the Term hereof Landlord shall become aware of such an Event of Default, Landlord shall notify Tenant in writing of the extent of the repairs Landlord deems necessary and appropriate, and Tenant shall have fifteen (15) days to undertake and complete such repairs in order to cure the Default; otherwise, Landlord shall make the repairs and may draw upon the Security Deposit, as provided herein under Section 3.1.2, in such amount or amounts necessary to reimburse its costs.

Section 8.4. Improper Use. Tenant shall not conduct any auction sale or "going out of business" sale on the Demised Premises; nor injure, overload or deface the Demised Premises; nor make any use thereof which is improper, offensive or contrary to any law or ordinance; nor permit any act or thing to be done on the Demised Premises which in Landlord's reasonable judgment would adversely impact business operations in or around the Building; or to create conditions which interfere with the normal use of the common facilities of the Building; or any act or thing which shall constitute a nuisance or which will make void or voidable any insurance covering the Demised Premises; or cause to permit any emission of any noise or odor from the Demised Premises by the operation of any instrument, apparatus, or equipment therein. Tenant shall pay any increased or extra premium payable for any insurance coverage maintained by Landlord, if the

increase results from any in a manner customary with persons engaged in businesses of that kind.

ARTICLE IX

Section 9.1. Landlord's Maintenance Obligation. Landlord shall make necessary repairs to maintain the structural integrity of the foundation, roof, and any other structural components of the Building (subject to Article XIII) and utilities serving Tenant not located inside the Demised Premises, but serving all tenants located in the Building, in common, provided however, that for any damage or destruction to said structural elements or utilities caused by the negligence or willful misconduct of Tenant, its agents, employees, licensees, or contractors, Tenant shall make such repairs. Tenant shall also maintain in good condition and appearance the parking areas of Landlord's Property, as well as the removal of snow, ice and refuse therefrom. Tenant is responsible to contract with a reputable dumpster company and to maintain the entire premises in accordance with the standards required by the City of Haverhill. Tenant acknowledges that Landlord shall have no other maintenance or repair obligations of any kind with respect to the Demised Premises, except as specifically provided herein.

Section 9.2. Tenant's Maintenance Obligation. Except to the extent otherwise provided in Section 9.1. above, Tenant acknowledges that the Demised Premises and the Landlord's Equipment shall be delivered to Tenant in "AS IS" condition and Tenant agrees that it shall, at its own cost and expense make all repairs which may be required to maintain the Demised Premises and Landlord's Equipment in good clean order, repair and condition, and shall maintain and make all necessary repairs to the HVAC system serving the Demised Premises. The term "repairs" as used herein shall include replacements or renewals when necessary, and all such repairs by the Tenant shall be at least equal in quality to the original work, reasonable wear and tear, damage by fire and other casualty, and taking, excepted. Tenant shall also replace any glass that may be damaged or broken through any act of the Tenant, its agent, employees or customers or invited guests with glass of the same quality. By taking possession of Landlord's Equipment and by occupying the Demised Premises and Building, Tenant acknowledges that Landlord's Equipment, the Demised Premises and Building are in good order, repair and condition and the glass whole. Tenant covenants and agrees that it shall not permit Landlord's Property, the Demised Premises and/or Building to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall also be responsible for its own dumpster and disposal of its trash. The location of the dumpster shall be determined by Landlord in its reasonable discretion.

ARTICLE X

Section 10.1. Alterations; Additions. Tenant shall not make any structural or non-structural alterations or additions to the Demised Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. All permitted alterations shall be made at Tenant's expense, in conformity with all laws, ordinances, and regulations of municipal or other authorities and shall be in quality at

least equal to the present construction. Tenant shall not permit any mechanics liens or similar liens, for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant to remain upon the Demised Premises and shall cause any such lien to be released of record forthwith without cost to Landlord. Any structural alterations or improvements made by Tenant shall, at Landlord's election, become the property of Landlord at the termination of Tenant's occupancy as provided herein. Any of Tenant's trade fixtures or non-structural alterations, additions, installations or improvements made by Tenant shall be and remain the property of Tenant, and, if Tenant is not then in material default of any of the terms, conditions or covenants of this Lease at the termination of Tenant's occupancy as provided herein, Tenant shall remove such trade fixtures or non-structural alterations, additions, installations or improvements prior to the termination of the Lease (or if the lease comes to an end prior to the scheduled expiration of the Term hereof, the same may be subject to within thirty (30) days after the date of such Termination); provided, however, that Tenant shall put the Demised Premises back to its original condition as of the Commencement Date, normal wear and tear excepted, and any injury or damage to the Demised Premises or Building resulting from such removal shall be repaired promptly by and at the expense of Tenant.

ARTICLE XI

Section 11.1 Assignment; Subleasing. Tenant shall not assign, mortgage, pledge, encumber or otherwise transfer this Lease or sublet the whole or any part of the Demised Premises or permit the occupancy of the Demised Premises or any part thereof by anyone other than the Tenant without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed by the Landlord; provided, however, that Landlord shall have absolute discretion to grant or withhold consent to any proposed subletting of less than the entire Demised Premises, or if the proposed use of the Demised Premises is, in the reasonable opinion of Landlord considered not compatible with businesses being operated in the Building or overall image of the building. Tenant agrees to pay for all reasonable costs and expenses Landlord may incur in an amount not to exceed \$2,500.00, including reasonable attorney's fees, in connection with any proposed assignment or subletting. The proposed assignee or sublessee shall demonstrate to Landlord that it is solvent and reasonably likely to be able to meet its financial obligations to Landlord and Tenant under this Lease or any assignment or sublease. Notwithstanding any assignment or subletting, Tenant and any guarantor of the Lease shall for the remainder of the Term remain fully and primarily liable to Landlord for the payment of all Fixed Rent and Additional Rent and all other charges and for the full performance of the covenants and conditions of this Lease, notwithstanding and recognition (by acceptance of rent or otherwise) or indulgence or waiver at any time granted by Landlord to Tenant or any assignee or sublessee; and Tenant in the case of an assignment shall be deemed to have waived all defenses otherwise available to Tenant as guarantor or surety. No consent to any assignment or subletting in a particular instance shall be deemed a waiver of the obligation to obtain Landlord's approval in the case of any other assignment or subletting. As used herein, the terms "assign" and "transfer" shall be deemed not to include the merger or consolidation of Tenant with or into any other firm or corporation,

or the transfer or sale of an interest in Tenant, whether by sale of its capital stock or otherwise and shall exclude any transfer of stock made for estate planning reasons or between related parties.

ARTICLE XII

Section 12.1. Personal Property at Tenant's Risk. Tenant covenants and agrees that Tenant has complete and exclusive control of the Demised Premises, and that to the extent permitted by law, all of the furnishings, fixtures, equipment, effects and personal property of Tenant (and of those claiming under Tenant) which are on the Demised Premises shall be so at Tenant's sole risk. Without limiting the foregoing, Tenant agrees that unless arising from any omission, fault, negligence or other misconduct of Landlord, Landlord shall not be responsible or liable to Tenant for damage that may be occasioned by or through the acts or omissions of other persons, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or to its or their property, from theft or breaking and entering and the like, or from the bursting, stopping, leaking or breaking of electrical cables or wires, or water, gas, sewer or steam pipes or other utility lines, fixtures, facilities, or components, or from the presence of snow and ice on the roof of the building or the sidewalks adjacent thereto.

Section 12.2 Tenant's Indemnity. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims and demands (except to the extent same result from the negligence or willful misconduct of Landlord or its respective agents, contractors, servants or employee(s)) for, or in connection with, any accident, injury, or damage whatsoever caused to any person or property arising directly or indirectly out of the business conducted in the Demised Premises or occurring in, on, or about the Demised Premises or any part thereof or on the sidewalks adjoining the same, or arising directly or indirectly from any act or omission of Tenant or any concessionaire or subtenant or their respective licensees, servants, agents, employees, or contractors wherever occurring, and from and against any and all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon.

Section 12.3 Landlord's Indemnity. Landlord agrees to indemnify and save Tenant harmless from and against any and all claims and demands (except to the extent such result from the negligence or willful misconduct of Tenant or its agents, contractors, servants, or employees, subtenants licensees or contractors) for, or in connection with any accident, injury, or damage whatsoever caused to any person or property on Landlord's Property to the extent arising directly out of the negligence or willful misconduct of Landlord or its servants, agents, employees or contractors, and from and against any and all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon.

ARTICLE XIII

Section 13.1 Tenant's Liability Insurance. Tenant shall during the Term and any extensions thereof, maintain with respect to the Demised Premises and Landlord's

Property comprehensive general liability, bodily and personal injury and property damage insurance, with a so called "broad-form endorsement", with limits of liability of not less than the amount of Two Million Dollars (\$2,000,000.00) in respect to any one person, in the amount of Two Million Dollars (\$2,000,000.00) in respect to any one accident, and the amount of One Million Dollars (\$1,000,000.00) in respect to property damages. Such insurance shall include appropriate contractual liability endorsements covering all of the Tenant's obligations hereunder and coverage for independent contractors. The foregoing requirements shall not limit Tenant's liability pursuant to the indemnity and other provisions of this Lease. Landlord should be named as loss payee jointly with all other parties having an interest. The foregoing insurance shall be increased, at Landlord's request, to such higher amount as may be customarily carried from time to time by comparable businesses in the Greater MetroSouth Area.

Section 13.2 Tenant's Casualty Insurance. Tenant shall during the Term and any extensions thereof maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements covering all of the Tenant's personal property and leasehold improvements in the Demised Premises to the extent of the full replacement value of such property and improvements. Landlord should be named as loss payee jointly with all other parties having an interest.

Section 13.3 Insured Parties. Each policy of insurance required by this Lease to be maintained by Tenant with respect to the Demised Premises or to the Landlord's Property, whether or not required by this Lease, shall name Landlord as an additional insured and shall be maintained with reputable insurance companies acceptable to Landlord and duly licensed authorized to do business in the Commonwealth of Massachusetts and with a Best rating of not less than "A+". Tenant agrees to deliver to Landlord, at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant and thereafter at least fifteen (15) days prior to the expiration of any such policy, either a duplicate original or a certificate of insurance and true copy of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment therefor. All such policies or certificates of insurance shall contain an endorsement which states that such insurance may not be cancelled or modified except upon thirty (30) days' prior written notice to Landlord and any designee(s) of Landlord.

Section 13.4 Waiver of Subrogation. Landlord and Tenant hereby release each other from all liability (to each other and to anyone claiming under either of them by subrogation or otherwise) for any damage caused by fire or other casualty, even if such damage resulted from the fault of the released party or of one for whom such party is responsible. This release shall not be effective to the extent it prejudices the releasing party's recovery rights under any insurance policy maintained by such party with respect to the Demised Premises, the Building, or any contents of either. If Landlord or Tenant is unable to obtain fire insurance coverage which will not be impaired by this release without extra cost, the party failing to obtain such insurance shall give the other party written notice thereof and such other party shall have the right, but not the obligation to pay such cost.

ARTICLE XIV

Section 14.1 Fire and Casualty; Condemnation – Termination. If at any time after the date of this Lease, the Demised Premises or the Building shall be damaged or destroyed (or shall suffer some other substantial adverse affect) by fire or other casualty, or by taking by eminent domain or by act of or pursuant to public authority, Landlord, at its election, may terminate this Lease by written notice to Tenant sent within ninety (90) days after the occurrence of such damage, destruction, or adverse effect, even though Landlord's interest has been entirely divested by a taking.

Section 14.1.1. If at any time after the date of this Lease, the Demised Premises shall be substantially damaged or destroyed or adversely affected by any cause described in Section 14.1 and if Landlord does not terminate this Lease within the time allotted therein, and does not begin to restore the Demised Premises (as provided in Section 14.2) within one hundred-twenty (120) days after the occurrence of such damage, destruction or adverse affect, and furthermore, if Landlord does not restore the Demised Premises within twelve (12) months after the occurrence of such damage, destruction or adverse affect, Tenant, as its sole remedy, may terminate this Lease by written notice to Landlord sent within thirty (30) days after the expiration of said one hundred twenty (120) day period, or by written notice to Landlord sent within thirty (30) days after the expiration of said twelve (12) month period, as the case may be.

Section 14.1.2. Any notice of termination sent under Section 14.1 or Section 14.1.1 shall take effect upon receipt and any unearned rent or other change paid in advance by Tenant to Landlord shall be promptly refunded.

Section 14.2 Restoration. If the Demised Premises or the Building shall be damaged, destroyed or adversely affected by any cause described in Section 14.1, then, unless this Lease is terminated, Landlord shall restore the Demised Premises or the Building substantially to their condition immediately prior to such damage, destruction, or adverse effect (to the extent such restoration is possible in any case of an adverse effect not including [or, if including, not limited to] physical damage or destruction), but Landlord shall have no obligation to spend more for the restoration work than the amount of insurance proceeds actually received by Landlord or the net amount of the award offered by the taking authority after deduction of Landlord's expenses in obtaining the offer.

Section 14.3. Rent Abatement. If the Demised Premises shall be damaged, destroyed or adversely affected by any cause described in Section 14.1, and if, as a result thereof, the Demised Premises are rendered wholly or partly un-tenantable, i.e. prohibiting Tenant from reasonably operating its business therein, then, in any such case, the Fixed Rent payable by Tenant to Landlord shall be abated from the date of the casualty or taking through the earlier of the date that the Lease is terminated or the date that the Demised Premises is completely restored or until this Lease is terminated as provided for in Section 14.1.1.

Section 14.4 Taking Damages. Landlord reserves and Tenant hereby assigns to Landlord all rights to any award or compensation accruing on account of any damage, destruction, or other "adverse effect" (which latter term shall include both the termination and appropriation of intangible rights, such as easements as well as other forms of limitation adversely affecting the interests of any party) suffered by the leasehold hereby created, the Demised Premises or the Building as a result of any condemnation or taking by eminent domain or as the result of any act of or pursuant to public authority. Tenant shall execute and deliver to Landlord such confirmatory instruments of this assignment as Landlord may from time to time request.

Section 14.4.1. The foregoing reservation and assignment does not include any award payable to Tenant for physical damage to or appropriation of Tenant's tangible personal property, or for the undepreciated cost of Tenant's leasehold improvements, equipment and fixtures, or for any moving expenses or for any other matter or right, on condition, however, that such award shall be payable to Tenant by the taking authority and not by Landlord.

ARTICLE XV

Section 15.1 Default. Each of the following contingencies shall constitute an Event of Default:

Section 15.1.1. Tenant shall (a) default in the payment of any installment of Fixed Rent or Additional Rent or other sum herein specified and such default shall continue for five (5) days after written notice thereof; or (b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within fifteen (15) days after written notice thereof; and,

Section 15.1.2. The estate hereby created shall be taken on execution or by other process of law; and,

Section 15.1.3. Tenant or other guarantor of Tenant's obligations hereunder, shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or if the estate hereby created shall be taken on execution or by other process of law, or if any proceedings, including, without limitation; proceedings from reorganization or for an arrangement with creditors shall be commenced under any bankruptcy or insolvency law by or against Tenant or any such guarantor or any person or entity occupying the Demised Premises through or under Tenant.

Section 15.1.4. Notwithstanding the notice provisions contained in Section 15.1.1, Landlord shall not be required to give more than two (2) such notices under said subparagraph in any twelve-month (12) period and Tenant shall be deemed to be in default thereafter without any further right to cure such a default during the remainder of

said twelve (12) month period for the nonpayment of Fixed Rent or Additional Rent continuing for five (5) days after any due date. Landlord shall not be required to provide Tenant with any written notices of default or termination other than the written notices required by this Article XV.

Section 15.2 Landlord's Remedies. In the event any Event of Default shall occur (notwithstanding any waiver, license or indulgence granted by Landlord with respect to the same or any other Event of Default in any former instance), Landlord, then or at any time thereafter, but prior to the removal of any such condition of default, shall at its sole election, have the right to terminate this Lease by written notice to Tenant, which shall take effect on the date specified in Landlord's termination notice (without the necessity or requirement to make entry), and to seek all other remedies in equity and at law;

Section 15.3. Re-letting. After termination or repossession under the proceeding Section 15.2, Landlord shall have the right (at its sole election and whether or not this Lease shall be terminated under Section 15.2.1.) to re-let the Demised Premises or any part thereof for such period or periods (which may extend beyond the Term of this Lease) and at any such rent or rents upon such other terms and conditions as Landlord may deem advisable, and Landlord may make or cause to be made such additions, alterations and improvements to the Demised Premises as Landlord may deem advisable. Tenant agrees to be responsible for any reasonable costs including attorney's or broker's fees or advertising fees, with regard to the re-letting under this Section 15.3.

Section 15.4 Removal of Goods. If Landlord shall terminate this Lease or take possession of the Demised Premises by reason of an Event of Default, Tenant, and those claiming under Tenant shall forthwith remove their goods and effects from the Demised Premises. If Tenant or any such claimant shall fail to effect such removal forthwith, Landlord, without liability to Tenant or to those claiming under Tenant, may remove such goods and effects and may store the same for the account of Tenant or of the owner thereof in any place selected by Landlord or at Landlord's sole election, Landlord may, after thirty (30) days prior written notice to Tenant, sell the same at a public auction or at a private sale on such terms and conditions as to price, payment and otherwise as Landlord in its sole judgment may deem advisable.

Section 15.4.1. Tenant shall be responsible for all costs of removal, storage, sale of goods and effects, and Landlord shall have the right to reimburse itself from the proceeds of any such sale for all such costs paid or reasonably incurred by Landlord. If any surplus sale proceeds shall remain after such reimbursement, Landlord may deduct from such surplus any other sum due to Landlord hereunder and shall pay over to Tenant the remaining balance of such surplus sale proceeds, if any.

Section 15.5 Current Damages. No termination or repossession shall relieve Tenant (or any guarantor of Tenant's obligations hereunder) of its liabilities and obligations hereunder or under any separate instrument of guaranty, all of which shall survive such termination or repossession. In the event of any such termination or repossession, Tenant shall pay Landlord in advance on the first day of each month (and

pro rata for the fraction of the month) for what would have been the entire balance of the original Term of this Lease, or of the then current extension period, as shall be appropriate, one-twelve (1/12th) of the "annual rental" for the Demised Premises, as defined in Section 15.5.1, less the proceeds (if any) of any reletting of the Demised Premises which remain after deduction Landlord's reasonable expenses in connection with such re-letting. Such expenses shall include, without limitation, removal, storage and attorneys' and brokers' fees. Landlord shall use reasonable efforts to relet the Demised Premises.

Section 15.5.1. The "annual rental" for the Demised Premises shall be the total of (i) the Fixed Rent, Additional Rent and all other charges payable by Tenant (whether or not to Landlord) for the Lease Year ending next prior to such termination or repossession; (ii) the cost of heating the Demised Premises to prevent the freezing of pipes, while the Demised Premises remain vacant, (iii) any increase in the premiums payable by Landlord for any insurance coverage maintained with respect to the Demised Premises, while the Demised Premises remains vacant, if the increases are attributable to the vacancy of the Demised Premises, (iv) the cost of any repairs to the Demised Premises which become necessary during the vacancy of the Demised Premises and which would have been required of Tenant under the Lease if the Lease had not been terminated, and (v) the cost of any repairs to the Demised Premises which, notwithstanding they became necessary because of the acts of some other person (s), would probably not have become necessary if the Demised Premises had been occupied.

Section 15.6 Final Damages. At any time after such termination or repossession, whether or not Landlord has collected any current damages, Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord, on demand, as liquidated final damages in lieu of all accrued, unpaid current damages and all current damages accruing beyond the date of the demand (or, if earlier the date to which Tenant shall have paid current damages) a sum equal to the then present value of the amount by which the "annual rental" (as defined in Section 15.5.1) payable from the date of such demand for what would have been the balance of the Term shall exceed the fair net rental value of the Demised Premises for the same period, determined as of the beginning of that period.

ARTICLE XVI

Section 16.1 Notice. Any notice from Tenant to Landlord or Landlord to Tenant relating to the Demised Premises shall be deemed fully served, if mailed by registered or certified mail return receipt requested, postage paid or by a nationally recognized overnight delivery service, next day delivery all charges prepaid, and if to Landlord addressed to Landlord at the address set forth in the introductory paragraph to this Lease, unless Tenant is otherwise notified in writing by Landlord and, if to Tenant addressed to Tenant at the address indicated in the introductory paragraph unless Landlord is otherwise notified in writing by Tenant.

ARTICLE XVII

Section 17.1 Surrender – Yield-Up. Tenant shall at the expiration or earlier termination of this Lease, remove all Tenant's moveable trade fixtures and personal property, and, if requested by Landlord, all non-structural partitions and improvements made or installed by Tenant; repair any damage caused by the installation, maintenance, use or removal of same; remove all Tenant's signs wherever located and surrender all keys to the Demised Premises and yield-up Landlord's Equipment in good order, condition and repair, and yield-up the Demised Premises (except for such partitions and improvements as Landlord shall request Tenant to remove) broom cleaned, and in good order and repair (reasonable wear and tear excepted). Any Tenant's property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine. Tenant shall pay Landlord the entire reasonable cost and expense incurred by Landlord in effecting any necessary repairs to the Demised Premises and/or Landlord's Equipment, or for the removal and disposition of Tenant's property.

ARTICLE XVIII

Section 18.1. Self Help. If Tenant shall default in the performance of any obligation imposed on it by this Lease and shall not cure such default within thirty (30) days after written notice from Landlord specifying the default, Landlord without waiving or prejudicing any other right or remedy Landlord may have, shall have the right at any time thereafter to cure such default for the account of Tenant, and Tenant shall forthwith reimburse Landlord for any amount paid and any expense or contractual liability so incurred. Tenant's failure to reimburse Landlord shall be deemed a failure to pay Additional Rent hereunder. If it shall be necessary to do so to protect Landlord's Property or Landlord's interest therein, or to prevent injury to persons or damage to property, Landlord may cure a default by Tenant before the expiration of the waiting period but after written, oral, telephoned or telegraphed notice to Tenant.

Section 18.2. Subordination. This Lease is and shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of the mortgage, now or at any time hereafter, a lien or liens on Landlord's Property. The provisions of this Section shall be self-operative, however, Tenant shall, when requested, promptly execute and deliver, within ten (10) days after receipt thereof, such confirmatory instruments as shall be necessary to evidence the subordination if this Lease to said mortgages, deeds of trust or other such instruments in the nature of the mortgage.

Section 18.3. Covenant of Quiet Enjoyment. Tenant subject to the terms and provisions of this Lease, on payment of the Fixed Rent and Additional Rent and observing and keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the Demised Premises during the Term hereof without hindrance or ejection by any person claiming by, through or under the Landlord.

Section 18.4. Offset Statements. Within ten (10) days after receipt of Landlord's written request therefor, Tenant shall execute and deliver to any mortgagee a statement

acknowledging (if such be the case) to the best of its knowledge, that Landlord's obligations hereunder have been fully performed to the date of such statement (or, alternatively, specifying the matters as to which Tenant claims Landlord is in default) and stating, also, the date or dates to which (or the periods with respect to which) the payments required of the Tenant hereunder have been made and the then balance, according to Tenant's records of any security deposit held by Landlord hereunder.

Section 18.5. Waiver. Landlord's failure to complain of any act or omission on the part of the Tenant or to complain of any deficiency in any payment or performance rendered by Tenant (however long the same may continue), nor the payment or acceptance of all or a part of the Fixed Rent or Additional Rent, nor the performance, either complete or partial, or acceptance of performance, either complete or partial, of any other obligation, regardless of an accompanying qualification at the time the payment or performance is tendered, shall never be deemed to waive or to preclude the exercise of any of Landlord's rights hereunder. No waiver of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. The grant of consent or approval by Landlord on any one occasion shall not be deemed a consent to or approval of any other action on the same occasion or the grant of such consent or approval of the same or any other action and any subsequent occasion. Each right and remedy which Landlord may have under this Lease or by operation of law shall be distinct and separate from every other right and remedy, all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised, and any two or more of all such rights and remedies may be exercised at the same time or successively. Any repair or replacement or other action by Landlord on behalf of Tenant, or the fulfilling of any of Tenant's obligation hereunder by Landlord shall be deemed to be a gesture of good will and shall specifically not be deemed to have established a precedent any such action by Landlord on Tenant's behalf in any future instances

Section 18.6. Landlord's Access. Landlord or its agents may without disrupting Tenant's operation of its business, at reasonable times and upon reasonable notice to Tenant, enter to view the Demised Premises and to show the same to others (provided that for leasing, showings will be within last six (6) months of Term only), and may at any time remove placards and signs on the exterior or visible from the exterior of the Demised Premises which have not been approved and affixed as herein provided. Landlord may also enter the Demised Premises, without charge, but subject to Tenant's reasonable security requirements, during non-business hours and without unreasonably interfering with the conduct of Tenant's business, to make such repairs, improvements alterations or additions as may be necessary in order to comply with the requirements imposed on Landlord by this Lease, or by any public authority having jurisdiction over the Landlord's Property and to facilitate making repairs or improvements to any other part of the Building and to make repairs required of Tenant which Tenant has failed to make promptly, and to exercise any of Landlord's rights under this Lease, and for any other such purposes Landlord shall have the right to use or occupy without charge such portion of the Demised Premises as may be reasonably necessary therefore.

Notwithstanding the foregoing, in the event of an emergency, Landlord, its employees or its agents, shall have the right to enter the Demised Premises to perform any of the aforementioned work or other work necessary to keep and maintain Demised Premises.

Section 18.7. Signs. Tenant shall obtain the prior written consent of Landlord (which shall not be unreasonably withheld or delayed) and the approval of all local governing authorities before erecting any signage on the Demised Premises or on Landlord's Property. Tenant agrees that the costs of such signs, including, but not limited to, permitting, design and material expenses and the cost of installation shall all be borne by Tenant.

Section 18.8. Limitation of Landlord's Liability. The covenants of Landlord contained in this Lease shall be binding upon each party holding the Landlord's interest herein only with respect to breaches occurring during the time of that party's ownership of the Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in Landlord's Property for the satisfaction of any claim or judgment against Landlord, it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall be personally liable for such judgment. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord ever be deemed liable for incidental, exemplary or consequential damages arising out of or occasioned by any act, failure, neglect or omission of landlord under the terms, covenants and conditions in this Lease contained.

Section 18.9. Broker. INTENTIONALLY OMITTED.

Section 18.10. Rules and Regulations. Tenant and its employees shall comply with all reasonable rules and regulations which may be promulgated by Landlord for the management of the Building, so long as the same shall be generally applicable to all occupants thereof. Landlord agrees to furnish a copy of such rules and regulations to tenant as soon as they are promulgated. Landlord shall provide Tenant with a current copy of all Rules and Regulations in effect prior to the signing of the Lease in order to be binding on the Tenant.

Section 18.11. Holdover. If Tenant continues in occupancy of the Demised Premises after the end of the Term, such occupancy shall be deemed a tenancy at sufferance, terminable at Landlord's election upon thirty (30) days notice to Tenant or anyone claiming under Tenant, whether or not Landlord receives any payments for use and occupancy of the Demised Premises during such tenancy. Tenant's liability for such use and occupancy after the Term of this Lease ends shall be calculated at the rate equal to two (2) times the Fixed Rent and Additional Rent payable for the last year of the Term, and Tenant shall pay such amount within five (5) days after receipt of Landlord's invoice therefore.

Section 18.12. Delays. In any case where either party hereto is required to do any act (other than the payment of money), delays caused by or resulting from acts of nature, war, civil commotion, fire or other casualty, labor difficulties or strikes, materials or

equipment, government regulations, or other causes beyond such party's reasonable control shall not be counted in determining the time when the performance of such acts must be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time". In any case where work is to be paid for out of insurance proceeds and condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in the collection of such proceeds and awards.

Section 18.13. Guaranty. Ailing Liu, 27 School Street, Jaffrey, NH 03452 shall either 1) execute this Lease in their personal capacities or, 2) guaranty to Landlord the full and prompt payment of Fixed Rent and Additional Rent and any and all other sums and charges payable by Tenant under the Lease and the full and timely performance and observance of all the covenants, terms, conditions, and agreements therein provided to be performed and observed by Tenant.

Section 18.14. Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 18.15. Submission of Lease. The parties acknowledge and agree that at all times they have intended that no preliminary agreements (either singly or in combination) shall be binding on either party, and that they shall be bound to each other only by full execution and delivery of this Lease.

Section 18.16. Authorized Officers. Landlord (or agent) and Tenant are signing this Lease as authorized signers with respect to their trusts, corporations, partnerships, sole proprietorship or any entity devised and have provided documentation to that effect.

Section 18.17. Entire Agreement. This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing subscribed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first specified above.

LANDLORD:
Kwan Ling Chiu

By: Kwan Ling Chiu
Kwan Ling Chiu

Feng Xian Chen Chiu

By: FENG Xian chen chiu
Feng Xian Chen Chiu

TENANT:

NEW HAVERHILL JADE INC.

By: Ai Ling Liu
Ailing Liu, President

Ai Ling Liu
Ailing Liu, Individually



COMMONWEALTH OF MASSACHUSETTS
CITY OF HAVERHILL
**BUSINESS
CERTIFICATE**



Issue Date: May 6, 2024
Expiration Date: May 3, 2028

Certificate Number: BUSC-24-88
Fee: \$560.00

NEW HAVERHILL JADE

203 WINTER STREET HAVERHILL, MA 01830

Phone: 6032645044

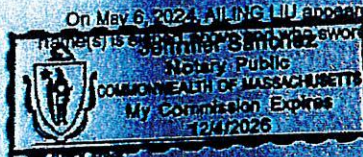
In conformity with the provisions of Chapter 110, Section 5 of the MGL, as amended, the undersigned hereby declares that a business is conducted under the title of:

NEW HAVERHILL JADE at 203 WINTER STREET - HAVERHILL, 01830 by AILING LIU

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

Signature(s): Ailing Liu
AILING LIU

COMMONWEALTH OF MASSACHUSETTS



On May 6, 2024, AILING LIU appeared before me and presented satisfactory evidence of identification which was a proving the person(s) whose
name(s) is/are Ailing Liu and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and
belief.
Jennifer Sanchez
Notary Seal Expiration Date 12/31/2026

Heath M. Wright
Heath M. Wright, Haverhill City Clerk

THIS DOCUMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC WHO CAN AFFIX HIS/HER SEAL. IF A NOTARY PUBLIC OTHER THAN THE HAVERHILL CITY CLERK'S OFFICE WITNESSES THE SIGNATURE, THE DOCUMENT MUST BE BROUGHT TO THE HAVERHILL CITY CLERK'S OFFICE.

In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of Massachusetts General Laws, Business Certificates shall be in effect for four (4) years from the date of issue and shall be renewed each four (4) years thereafter. A statement under oath must be filed with the Haverhill City Clerk upon discontinuing, retiring or withdrawing from such business or partnership. Copies of such Certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business. Violations are subject to a fine of not more than three hundred dollars (\$300) for each month during which such violation continues. The aforementioned business owner or agent is required to notify the Haverhill City Clerk in the event that the business is discontinued, changes location, changes the name, changes residence, withdraws from the business or partnership, or is deceased.

This certificate must be renewed every four (4) years.

This Business Certificate does not confer zoning approval for conducting of this business at the above address.

Zoning Compliance may only be determined and issued by the Haverhill Building Inspector.





Haverhill

City Clerk's Office, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

ENTITY VOTE

The Board of Directors or LLC Managers of New Haverhill INC
(Name of Corporation)

VOTED: To Authorize Ailing Liu
(Name of Person)

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

VOTED: To appoint Ailing Liu
(Name of 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.

A TRUE COPY ATTEST,

Ailing Liu
(Corporate Officer/ LLC Manager Signature)

Ailing Liu
(Print Name)

4 Summer Street Haverhill, MA 01830 www.ci.haverhill.ma.us



LCCV-24-44

Common Victualler
License

Status: Active

Submitted On: 6/15/2024

Primary Location

21 WASHINGTON ST
Haverhill, MA 01832

Owner

27 WASHINGTON STREET, LLC
P.O. BOX 5422 HAVERHILL, MA
01835

Applicant

 Walter Gorrell
 978-304-9093
 wgorrell2@gmail.com
 17 Oxford Ave
Apt 2-R
Dudley , MA 01571

Applicant Information

Relationship to Business Owner*

Owner

Application Date*

Jan 1, 2024 to Dec 25, 2024

Type of Application

New

Business Information

Business Name*

Damgeuda Food LLC

Establishment Name*

Damgeuda

Establishment Phone*

9783049093

Type of Establishment*

Restaurant

Establishment Mailing Address* 

17 Oxford Ave Apt 2R

Establishment Mailing Address City*

Dudley

Establishment Mailing Address State*

Massachusetts

Establishment Mailing Address Zip*

01571

Manager Name* ?

Walter Gorrell

Manager Cellphone*

9783049093

Manager Home Address*

17 Oxford Ave Apt 2R Dudley, MA, 01571

Is Application New, Renewal or Transfer?*

New

Business Legal Structure*

Limited Liability Corporation (LLC)

Property Information

Is this a Franchise?*

No

Planned Opening Date*

09/01/2024

Total Square Footage*

910

Number of Seats*

20

Number of Entrances*

2

Number of Exits*

2

Do You Plan Outdoor Seating?*

No

Do You Plan to Sell Alcohol?*

Yes

Days & Hours of Operation

Monday Hours of Operation* ?

9am-11pm

Tuesday Hours of Operation*

9am-9pm

Wednesday Hours of Operation*

9am-11pm

Thursday Hours of Operation*

9am-9pm

Friday Hours of Operation*

9am-11pm

Saturday Hours of Operation*

8am-11pm

Sunday Hours of Operation*

8am-11pm

Persons/Entities with Interest

Name

Yu Gin Kim

Title/Position

Owner

Stock/Ownership 

50

Agreement & Signature

Yes



For Inspector Use Only

 Basement Use Group

 Basement Allowable Load

—

 Floor 1 Use Group

 Floor 1 Allowable Load

—

 Floor 2 Use Group

 Floor 2 Allowable Load

—

 Floor 3 Use Group

 Floor 3 Allowable Load


—

 Floor 4 Use Group

 Floor 4 Allowable Load

—

 Other Use Group

 Other Allowable Load

—

 Inspection Date

—

Attachments



Business Certificate

CITY OF HAVERHILL.pdf

Uploaded by Walter Gorrell on Jun 15, 2024 at 10:10 AM

REQUIRED



Copies of ALL Agreements in Effect

21Washington_commercial_lease_signed (1).pdf

Uploaded by Walter Gorrell on Jul 2, 2024 at 3:50 PM



Photo of Exterior of the Business

IMG_0575.jpeg

Uploaded by Walter Gorrell on Jul 2, 2024 at 3:53 PM



Occupancy Certificate

REQUIRED


Record ZVBC-24-87 - ViewPoint Cloud.pdf

Uploaded by Walter Gorrell on Jun 15, 2024 at 10:10 AM

History

Date	Activity
6/17/2024, 9:21:04 AM	Yenise Rozon approved approval step Tax Check on Record LCCV-24-44
6/17/2024, 9:20:48 AM	Yenise Rozon assigned approval step Tax Check to Yenise Rozon on Record LCCV-24-44
6/17/2024, 9:20:44 AM	Yenise Rozon approved approval step Tax Check on Record LCCV-24-44
6/17/2024, 7:21:41 AM	Elizabeth Remmes approved approval step Water Bill Payment Check on Record LCCV-24-44
6/15/2024, 10:13:43 AM	approval step Water Bill Payment Check was assigned to Elizabeth Remmes on Record LCCV-24-44
6/15/2024, 10:13:43 AM	approval step Tax Check was assigned to Jasmin Ortega on Record LCCV-24-44
6/15/2024, 10:13:43 AM	approval step Tax Check was assigned to Yenise Rozon on Record LCCV-24-44
6/15/2024, 10:13:43 AM	approval step City Clerk Approval was assigned to Jennifer Sanchez on Record LCCV-24-44
6/15/2024, 10:13:42 AM	completed payment step License Comm Application fee on Record LCCV-24-44
6/15/2024, 10:11:06 AM	Walter Gorrell submitted Record LCCV-24-44
5/9/2024, 3:41:33 PM	Walter Gorrell started a draft of Record LCCV-24-44

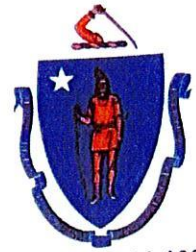
Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Comm Application fee	6/15/2024, 10:11:07 AM	6/15/2024, 10:13:42 AM	Walter Gorrell	-	Completed

Label	Activated	Completed	Assignee	Due Date	Status
✓ City Clerk Approval	6/15/2024, 10:13:43 AM	-	Jennifer Sanchez	-	Active
✓ Tax Check	6/15/2024, 10:13:43 AM	6/17/2024, 9:20:44 AM	Yenise Rozon	-	Completed
✓ Tax Check	6/15/2024, 10:13:43 AM	6/17/2024, 9:21:04 AM	Yenise Rozon	-	Completed
✓ Water Bill Payment Check	6/15/2024, 10:13:43 AM	6/17/2024, 7:21:42 AM	Elizabeth Remmes	-	Completed
✓ License Commission Approval	-	-	-	-	Inactive
📄 Common Victualler License Issued	-	-	-	-	Inactive



COMMONWEALTH OF MASSACHUSETTS
CITY OF HAVERHILL
**BUSINESS
CERTIFICATE**



Issue Date: May 29, 2024
Expiration Date: May 29, 2028

Certificate Number: BUSC-24-102
Fee: \$60.00

Damgeuda

21 Washington Street Haverhill, MA 01832

Phone: 9783049093

In conformity with the provisions of Chapter 110, Section 5 of the MGL, as amended, the undersigned hereby declares that a business is conducted under the title of:

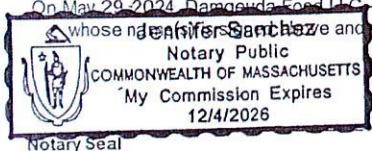
Damgeuda at 21 Washington Street - Haverhill, 01832 by Damgeuda Food LLC --

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

Signature(s):

Damgeuda Food LLC --

COMMONWEALTH OF MASSACHUSETTS



On May 29, 2024, Damgeuda Food LLC appeared before me and presented satisfactory evidence of identification which was a , proving the person(s) whose name is on this certificate and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

Jennifer Sanchez
12/4/2026
Notary Seal Expiration Date

Kaitlin M. Wright
Kaitlin Wright, Haverhill City Clerk

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COMMERCIAL LEASE

1. Lease entered into by 27 Washington St, LLC and between Four Points Property Management, LLC
2. Hereinafter referred to as the "Landlord," having its principal place of business at, 38 Washington st, Suite B, Haverhill MA 01832 Damgeuda, Walter Gorrell, Yu Gin Kim hereinafter referred to as the "Tenant."

DEMISED PREMISES

3. The Landlord demises and lets unto the Tenant, and Tenant leases and takes from the Landlord for the term and upon the terms and conditions hereinafter set forth the premises at, 21-27 Washington Street (21 Commercial) Haverhill MA 01832. Tenant has access to the basement that is connected to the commercial Unit and is responsible for maintaining their water heater and its plumbing. ~~Included within the demised premises is the right to place, use, and maintain (and to have access to) an air conditioner unit on the wall of the building of the demised premises, if and only if, said unit is properly maintained, cleaned and otherwise in excellent working condition (without vibration) at all times.~~ Upon termination of lease the tenant shall remove all items and leave the premises of the store and basement in broom swept condition.


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07/02/24
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dotloop verified


07/02/24
9:12 AM EDT
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COMMENCEMENT OF TERM

4. The term of this Lease shall commence as of: 06/01/2024 (This lease shall replace all former leases or agreements by and between the parties, their predecessors in interest and/or their agents, employees or servants.)

RENT

5. Basic Annual Rent: The basic annual rent, to be due in monthly installments on the first day of the calendar month beginning with that day, subject to the adjustment of real estate taxes, insurance, water and sewer charges, and other periodic adjustments herein described, for each year shall be as follows:

- a. First Year: The basic annual rent is \$ 1,500 for the first 12 Months ~~and then increases to~~ ~~for the last 6 months of the lease.~~

06/01/2024 to 05/31/2025 - \$ 1,500
to - \$ N.A.


The basic annual rent is \$ 16,500


Lease to commence on 6/1/2024, first month is free. The first payment from tenant is not due until 7/1/2024.

- b. Second Year: 06/01/2025 to 05/31/2026 The basic annual rent is \$ 18,540 due in monthly installments of \$ 1,545

- c. Third Year: 06/01/2026 to 05/31/2027 The basic annual rent is \$ 19,092 due in monthly installments of \$ 1,591

- d. Fourth Year: 06/01/2027 to 05/31/2028 The basic annual rent is \$ 19,668 due in monthly installments of \$ 1,639


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e. Fifth Year: 06/01/2028 to 05/31/2029 The basic annual rent is \$ 20,256 due in monthly installments of \$ 1,688

TERM OF DEMISE

b. This lease shall continue in full force and effect for the above mentioned term provided. Tenant shall give notice to Landlord not later than ninety (90) days before expiration of the original term of its intention to extend, and always provided that at the time of extension Tenant is not in default of any of its obligations under this lease.

SECURITY & LAST MONTH'S RENT

a. Tenant's security deposit of \$1,500 is held at TD Bank, 153 Merrimack St, Haverhill MA 01835. Account #8375878350

Last Month's Rent: \$ 1,500

UTILITIES

5. Tenants shall pay for the following utilities: Gas, heat, electricity, telephone and water and wastewater charges used by the Tenant upon the Demised Premises. Tenant shall be responsible for its share and use of the water and wastewater charges from the City of Haverhill. Tenant shall pay within 21 days of being billed through the Landlord. All charges based on its usage, which shall be based on the meter reading for its usage and the same rates that the City charges for water and wastewater (see Schedule A for the initial water Reading).

USE OF LEASED PREMISES

6. Tenants shall use and occupy the leased premises only for the purpose of a Restaurant/cafe.

COMPLIANCE WITH LAWS

7. The Tenant acknowledges that no trade or occupation shall be conducted on the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal bylaw or ordinance in force in the city or town in which the Demised Premises are situated.

FIRE INSURANCE COVERAGE

8. (a) Tenant at its sole expense shall comply with all laws, orders, and regulations of Federal, State, County, and Municipal Authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any violation, order, or duty upon Landlord or Tenant with respect to Demised Premises, or the use or occupation thereof; Tenant shall not do or permit to be done any act or thing upon said premises, which will invalidate or be in conflict with fire insurance policies covering the building of which Demised Premises form a part, and fixtures and property therein, and shall not do, or permit to be done, any act or thing upon said premises which shall or might subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon said premises or for any other reason; and Tenant at its sole expense shall comply with all rules, orders, regulations, or requirements of the New England Fire Insurance Rating Association or any other similar body, and shall not do, or permit anything to be done, in or upon said premises, or bring or keep anything therein, except as now or hereafter permitted by the Fire Department,

Board of Fire Underwriters, Fire Insurance Rating Organizations, or other authority having jurisdiction and then only in such quantity and manner of storage as not to increase the rate for fire insurance applicable to the building, or use the premises in a manner which shall increase the rate of fire insurance on the building of which Demised Premises form a part, or on property located therein over that in effect prior to this Lease.

If by reason of failure of Tenant to comply with the provisions of this paragraph including, but not limiting to, the mere use to which Tenant puts the premises, the fire insurance rate shall at the beginning of this Lease or at any time thereafter be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that part of all fire insurance premiums thereafter paid by Landlord, which shall have been charged because of such failure or use by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make up" of rate for the building or Demised Premises issued by the New England Fire Insurance Rating Association, or other body making fire insurance rates for said premises, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises. Tenant shall not bring or permit to be brought or kept in or on the Demised Premises, any inflammable, combustible, or explosive fluid, material, chemical, or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate from the Demised Premises. That the premises are being used for the purpose set forth in Paragraph 12 hereof, shall not relieve Tenant from the foregoing duties, obligations, and expenses.

(b) Tenant acknowledges that as a result of its use of the Demised Premises, the Landlord's insurance ratings changed, resulting in an increased premium; all attributable to Tenant's present and anticipated use. Since the future premium costs cannot be set with the appropriate degree of certainty, the parties agree that Tenant shall pay Landlord as additional rent thirty six and one eighth percent (36.125%) of all the fire and casualty insurance costs or premiums for the building of which the Demised Premises is a part. Tenants shall pay said costs (and share) within 21 days of the insurance bill for the premium being given to the Tenant as Landlord must pay within 30 days. The amount of coverage of the insurance policy is based on actual replacement costs and is subject to increase, resulting in increased costs to tenants. In addition, if Landlord's premium changes or costs are reduced, Tenant's share shall reflect such adjustment so as to receive a benefit from such reduction.

TENANT'S INSURANCE

14 The Tenant shall maintain with respect to the leased premises and the property of the leased premises are a part, at the Tenant's expense, comprehensive public liability insurance and property damage in the amount of \$1,000,000.00 and Workman's Compensation Insurance on Tenant's employees, in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the Landlord (Landlord being a named insured on such policy) as well as Tenant against injury to persons or damage to property as provided, Tenant shall deposit with the Landlord, certificates for such insurance at or prior to the commencement of the term, and thereafter within (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten

(10) days prior written notice to each assured named therein. Tenant shall pay one half (1/2) of the expense of the awning bond within ten (10) days of the bond bill.

TENANT'S PERSONAL PROPERTY

15. The Tenant shall be responsible for insuring and protecting all its personal property, to include, but not limited to, its inventory, fixtures, equipment, books, accounts, and general tangible property

located on the Demised Premises owned or controlled, directly or indirectly, by the Tenant.

INDEMNIFICATION: DAMAGE AND SNOW AND ICE

16. Tenant shall indemnify and hold Landlord harmless against all loss, damage, and expense (including attorney's fees) at any time suffered or incurred by Tenant as a result of any demand, claim, cause of action, suit, judgement, execution and liability arising from or in connection with any injury, loss (1) while on the Demised Premises, or (2) as a result of any act or omission by Tenant or Tenant's agents, employees, guests, or invitees. Tenant agrees that to the extent permitted by law, Landlord shall not be liable to Tenant or any of its agents, employees, guests, or invitees on account of any loss, damage or injury suffered by any of them due to any defect or failure in the Demised Premises or the real property of which they are a part, whether or not resulting from Landlord's fault or negligence, including without limitation any defect in or failure of any part of the heating, air conditioning, ventilating, plumbing or electrical systems or any appurtenance to the Demised Premises such as stairways, halls, and elevators. In no event shall Landlord be liable to Tenant or any other party for any remote, incidental, or consequential damages to person or property resulting from any condition in the Demised Premises or the real property of which they are part or any act or omission by Landlord or any other party.

17. The removal of snow and ice encompassing the entire frontage of the building and sidewalk shall be the Tenant's responsibility.

MAINTENANCE OF PREMISES

18. Tenant's Duty Of Maintenance And Repair: The Tenant agrees to maintain the leased premises in the same condition as they were at the commencement of the term or as they may be put in during the term of this Lease, reasonable wear and tear excepted, and whenever necessary to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole.

19. (a) Tenant's Specific Duties: The Tenant shall keep Demised Premises in a neat, clean, sanitary condition, and shall keep in good repair the following portions of the Demised Premises, including, but not limited to:

The entire interior of the Demised Premises, including walls and ceilings, entrances, all interior plumbing, electrical, sewerage, air conditioning and ventilating facilities, and the wiring,

pipes, motors, and fixtures used in connection therewith, the exterior and interior portions of all windows and doors, door and window molding frames, all interior and exterior signs, and all appliances, meters, fixtures, and equipment appurtenant to Demised Premises.

(b) Fire Inspection Program: Tenant acknowledges that in order for the Landlord to maintain its fire and casualty insurance coverage, the Tenant must perform periodic maintenance and cleaning according to specifications established by the insurance company (see Schedule B). Tenant shall establish and maintain a fire protection program according to those specifications. Tenant shall provide a certificate of inspection each and every six (6) months starting
Tenants shall correct any and all deficiencies within 14 days of notice. Said fire protection inspection and service shall be performed by only qualified entities, acceptable to the fire and casualty insurance companies. Tenant shall be responsible for all costs associated with establishing and maintaining said program, and including the costs of correcting any deficiencies or installing fire protection devices needed as a result of Tenant's use and occupation of the Demised Premises. The Tenant

acknowledges that a violation of any part of this paragraph, the failure to correct any deficiency within 14 days, or the failure to install or provide the appropriate fire protection device within 14 days-shall be considered by the Landlord as a material and significant breach of this lease.

(c) Pest Control: Tenant shall have the Demised Premises checked and have all appropriate actions taken by a professional pest control service in order to keep the Demised Premises continuously pest free as often as required by law (including the local board of health), once every month, or as often as needed, whichever is most often.

20 Tenant's Covenants Not To Permit Waste and Nuisance: The Tenant shall not injure , overload, or deface said premises or building, nor permit on said premises any auction sale or any inflammable liquids or chemicals, nor permit any nuisances or the emission therefrom of any objectionable noise or odor, nor permit any use of said premises which is improper, offensive, contrary to law ordinance or liable to invalidate or increase the premium of any insurance on the Landlord's buildings or their contents, or liable to render necessary any alterations or additions to said buildings, nor make or suffer any waste of the premises, nor solicit trade by sounds audible outside the Demised Premises.

21. Rubbish Removal and Cleanliness: The Tenant shall remove, at least weekly, at it's own expense all rubbish and trash from the Demised Premises. The Tenant shall maintain and keep the Demised Premises in a neat, clean, and sanitary condition. The Tenant shall obtain written consent of the Landlord before erecting any signs and shall comply with all existing municipal ordinances and by-laws. The Tenant shall maintain any and all grease traps, sewer lines, dumpsters, air-conditioning units, exhaust fan units, and all other areas in a clean, sanitary condition at all times. With respect to the roof air conditioner, exhaust fan, Tenants shall maintain same grease-free and vibration-free at all times with filter(s) regularly changed (i.e. continuous maintenance), subject to normal usage.

22. Landlord's Duty: Landlord shall keep in reasonably good order and repair as the same are being constructed or may be put in during the continuance of this term, or any extension thereof, damage by fire or unavoidable casualty, reasonable usage, wear and tear only excepted, the following portions of the Demised Premises: foundation, roof, structural columns and beams, common areas, and the exterior walls. All pipes, wiring and ducts within the walls and out of reach of the Tenant is the responsibility of the Landlord. Any repairs or replacements due to the nature of the requirements of the Tenant's business (including cleaning of sewer (waste) piping) shall be the Tenant's responsibility. Tenants shall on the Thirtieth of December and the Thirtieth of July of each year schedule for and pay for the cleaning of the sewer pipe fully from the back of the demised premises to the street main by a qualified company and submit a receipt for the same to the Landlord within 14 days. Landlord shall not be required to make repairs to any of the above described portions of Demised Premises necessitated by act, default, or negligence of Tenant's officers, agents, and employees, or those of its sublessee, licensees, concessionaires, or other occupants of Demised Premises.

23. Notice to Remedy: The Tenant when given notice by the Landlord that any breach of the aforementioned conditions is occurring shall remove or control the same within five (5) days thereafter, and if any such condition is not so remedied, then the Landlord may at his discretion, either cure such condition and add any cost and expense incurred by the Landlord therefore to the next installment of rent due under this Lease, and the Tenant shall then pay such amount as additional rent hereunder, or the Landlord may treat such failure on the part of the Tenant to remedy such condition as a material default of this Lease on the part of the Tenant hereunder unless such condition shall constitute an emergency where Landlord may at his discretion cure or require Tenant to cure the

condition immediately.


24. The above-described procedures shall be applicable for the Tenant if the Landlord does not control or remove any breach of his aforementioned obligations and the Tenant may deduct any cost and expense incurred from the next installment of the rent due under this Lease.


ALTERATIONS ADDITIONS

25. The Tenant shall not make structural alterations or additions to the leased premises, but may make non structural alterations provided the Landlord consents thereto in writing. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to the present construction. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord.

RESTRICTION ON TRANSFER

26. Tenant shall not transfer, sublet, assign, hypothecate, or otherwise alienate this Lease or the whole or any part of Tenant's interest in and to the Demised Premises, nor shall Tenant grant to any person any license to use the whole or part of the Demised Premises without Landlord's prior written consent, which shall not unreasonably be withheld. Notwithstanding such consent, Tenant shall remain liable to the Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease. The transfer of a majority ownership interest of the Tenant (i.e. transfer of shares of the corporation to a third party) shall be considered as an assignment of this lease, making the provisions of the paragraph applicable.


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FIRE, CASUALTY, EMINENT DOMAIN

27. Should twenty five percent (25%) or more of the Demised Premises, or of the property of which they are a part, be destroyed or damaged by fire or casualty, or be taken by eminent domain, the Landlord may elect to terminate this Lease. When such 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 Tenant may elect to terminate this Lease if:

- a. The Landlord fails to give written notice within sixty (60) days of intention to restore leased premises; or
- b. The Landlord fails to restore the leased premises to a condition substantially suitable for their intended use within one hundred twenty (120) days of said fire, casualty, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Tenant may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the Tenant's property, or equipment.

LANDLORD'S ACCESS

28. The Landlord or agents of the Landlord may, at reasonable times, enter to view the leased premises and may remove illegal placards and signs, not approved and affixed as herein provided, and make repairs and alterations as Landlord should elect to do and may show the leased premises to others, and at any time within three (3) months before expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

SUBORDINATION


29. 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. This article shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, the Tenant 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, trusts, or other such instruments in the nature of a mortgage.

SURRENDER

30. The Tenant shall at the expiration or other termination of this lease remove all Tenant'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 Tenant, either inside or outside the leased premises). Tenant shall deliver to the Landlord 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 the same condition as they were at the commencement of the term, or as


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they were put in during the term hereof, reasonable wear and tear excepted. In the event of the Tenant's failure to remove any of the Tenant's property from the premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain the same under Landlord'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.

31. The tenant shall be under the duty to restore the leased premises at the expiration or other termination of this Lease in as good order, condition, and state or repair as they were at the commencement of the term normal wear and tear excepted, or as they were put in during the term thereof normal wear and tear excepted.

In the event that:

32. a. The Tenant shall default in the payment of any installment of rent or other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
33. b. The Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder, and such default shall Not be corrected within ten (10) days after written notice thereof; or
34. c. The Tenant shall commit any act of bankruptcy or be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, or if any proceedings, including, without limitation proceedings for reorganization or for any "arrangement," shall be commenced by or against Tenant under any bankruptcy or insolvency law now or hereafter enacted, and the same shall not be dismissed within thirty (30) days from the time of commencement; or
35. d. A petition is filed by the Tenant or any guarantor of the Tenant, or any creditor of the Tenant, for adjudication as a Bankrupt, or an arrangement under any Bankruptcy Act as is then in force; or
36. e. If a receiver, guardian, conservator, trustee or assignee or any similar office or person shall be appointed to take charge of all or any part of Tenant's property; or
37. f. If any court shall enter an order with respect to Tenant providing for the modification or alteration of the rights of creditors; or
38. g. If the Demised Premises shall be taken on execution or by other process of law against the Tenant; or
39. h. The leased premises become vacant or deserted for a period of thirty (30) days:
40. Then, and in any of the said cases, notwithstanding any license, or any former breach of covenant or waiver of the benefit thereof, or consent in a former instance, Landlord shall have the right at his election at any time, provided the breach continues and the Tenant neglects or refuses to cure the same, either:
41. (1) To give Tenant written notice of Landlord's intention to terminate this Lease on the date of such notice or on any later date specified therein, and on the date specified in such notice Tenant's right to possession of the Demised Premises shall cease and this Lease shall thereupon be terminated; or


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DEFAULT AND BANKRUPTCY

(2) Without demand or notice, to re-enter and take possession of Demised Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove the effects of both or either (forcibly if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants.

42. Should, Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for herein or by law, Landlord may either terminate this Lease, or from time to time, without terminating this Lease, relet the premises or any part thereof for such term or terms, which may be for a period extending beyond the term, or subsequent renewals, of this Lease, and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the premises. No such re-entry or taking of possession of the Demised Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction.

43. Tenant covenants in case of termination or repossession to indemnify Landlord against all loss of rent and all costs, including, but not limited to, reasonable attorneys' fees, brokerage commissions, fees and costs for reletting, and any expenditures or obligations incurred in instituting, prosecuting, or defending any action or proceeding, which Landlord may incur by reason of such termination or repossession during the residue of the time first above specified for the duration of said term or any extension thereof.

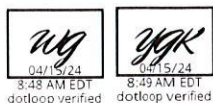
44. Landlord's Default: Except for breach by Landlord of the covenant of quiet enjoyment, Landlord shall not be deemed to be in default in the performance of any of its obligations hereunder unless it shall fail to perform such obligations and such failure shall continue for a period of thirty (30) days or such additional time as it is reasonably required to correct any such default after written notice has been given by Tenant to Landlord specifying the nature of Landlord's alleged default.

45. No Accord And Satisfaction: No acceptance by Landlord of a lesser sum than the Fixed Rent, Additional Rent, or any other charges then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

46. Landlord agrees that upon Tenant paying the rent and performing and observing the terms, provisions, conditions and covenants on its part to be performed and observed, Tenant shall, and may, peaceably and quietly have, hold, and enjoy Demised Premises without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease and any instruments having a prior lien.

COVENANT OF QUIET ENJOYMENT

*



MISCELLANEOUS PROVISIONS

47. The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this Lease, shall mean, where the context requires or admits, the persons or entities named herein as Landlord and as Tenant, respectively, and their respective heirs, legal representatives, successors, and assigns, irrespective of whether singular or plural, masculine, feminine, or neuter. Except as otherwise provided herein, the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and his heirs, legal representatives, successors, and assigns and shall inure to the benefit of Tenant and its successors and assigns and shall inure to the benefit of Landlord and his heirs, legal representatives, successors, and assigns.

48. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Lease, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provisions of this Lease are capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

WAIVERS

49. Failure of Landlord or Tenant, to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord or Tenant of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require Landlord's consent or approval, Landlord's consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which Landlord or Tenant may have under this Lease, or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by Landlord or Tenant or not, shall be deemed to be in exclusion of any other; and any two or more or all such rights and remedies may be exercised at the same time.

50. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

51. Tenant shall not record this Lease, but Landlord shall execute a notice thereof suitable for recording and record said notice.

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RIGHTS AND REMEDIES

52. The granting herein to Landlord or Tenant, or the exercise by Landlord or Tenant, of any right or remedy, or of any alternative rights or remedies, shall not affect or prejudice any other rights or Remedies that Landlord and Tenant may have.

53. All notice which it may be necessary or proper for either Landlord or Tenant to give or deliver to the other shall be sent and shall be deemed given when sent by registered mail, return receipt requested; and, if given by Tenant to Landlord shall be addressed:

54. This Lease shall constitute the only agreement between the parties relative to Demised Premises, and no oral statements and no prior written matter not specifically incorporated herein shall be of any force or effect. In entering into this Lease the Tenant relies solely upon the representations and agreements contained herein. This agreement shall not be modified except by writing executed by both parties.

55. This Lease is executed in duplicate by the parties thereto and each such fully executed copy shall be deemed an original.

56. This agreement shall bind and insure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns.

NOTICES

Four Points Property
Management, LLC
PO BOX 5422, Haverhill, MA
01835

And if given by Landlord to Tenant shall be addressed to:

IN WITNESS WHEREOF, the parties hereunto duly authorized set their hands and seals in duplicate this day of

- The tenant is responsible for the following expenses:
 - Monthly Rent (as described above)
 - Electricity
 - GAS,
 - Water & Sewer


If Tenant shall fail to pay any rent when due, Tenant shall pay to Landlord interest at the rate of \$100.00 per occurrence. If Tenant shall fail to pay any rent when due, the Tenant shall have (5) five days grace period to bring the rent current. The grace period may only be used two times each twelve-month period during the term of this Lease.


Tenant is responsible for the following expenses:

- Monthly Rent (as described above)
- Payment of all utilities including; Electricity, Gas, Water/Sewer
- An adequate insurance policy for business purposes (\$1,000,000.00 minimum coverage)
- Snow removal in immediate frontage area and sidewalks is the tenants responsibility
- Tenant has agreed to not use the building dumpster and instead will supply their own dumpster outside. The dumpster will need to be placed in such a way that it does not impede the current egresses of the building as well as the garage bay.


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04/15/24
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	dotloop verified 04/15/24 2:16 PM EDT N1L0-R3QQ-BWQZ-ATUI
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Landlord _____ Date _____

	dotloop verified 04/15/24 8:48 AM EDT WQER-KX0N-BRCZ-F9QB
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Tenant _____ Date 04/13/2024

	dotloop verified 04/15/24 8:49 AM EDT JBFY-T5JU-GW9C-HFLF
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Tenant _____ Date 04/13/2024

Tenant _____ Date _____

Tenant _____ Date _____





Haverhill

City Clerk's Office, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

ENTITY VOTE

The Board of Directors or LLC Managers of Dumond Food LLC
(Name of Corporation)

VOTED: To Authorize Walter Gorrell
(Name of Person)

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

VOTED: To appoint Walter Gorrell
(Name of 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.

A TRUE COPY ATTEST,

(Corporate Officer/ LLC Manager Signature)

Walter Gorrell

(Print Name)



Haverhill

License Commission, Room 118
4 Summer Street, Haverhill, MA 01830
Phone: 978-420-3630 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Sent via Regular and Certified Mail: 7022 2410 0001 5974 1609

**Jonus Rustani, Manager
The New Lantern Café, Inc.
d/b/a New Lantern Café
124 Essex Street
Haverhill, MA 01832**

June 10, 2024

Dear Mr. Rustani,

The following item has been added to the agenda for the next upcoming License Commission meeting for the following:

Agenda Item: **Item for Discussion: Incident that occurred on or about June 4, 2024, at approximately 01:18.**

Next Meeting: **Thursday, July 11, 2024, at 6:00 p.m.
Haverhill City Hall
City Council Chambers, Room 202
4 Summer Street
Haverhill, MA 01830**

The License Commission is requesting your presence to appear before the board to discuss the incident that occurred on or about June 4, 2024, at approximately 01:18. Documentation of the above referenced item has been enclosed.

Sincerely,

Jennifer Sanchez
License Commission Clerk



**HAVERHILL PD
HAVERHILL, MA**

INCIDENT # / REPORT #

24021839 / 1

OFFICER

FALCON,T

RANK

PATROLMAN

REVIEW STATUS

APPROVED

Not For Public Release

Date/Time Printed: **Thu Jun 06 12:48:07 EDT 2024** By: aricci

INCIDENT #24021839 DATA

As Of 06/04/2024 16:18:18

BASIC INFORMATION

CASE TITLE

[REDACTED]

LOCATION

ESSEX ST & HIGH ST

APT/UNIT #

DATE/TIME REPORTED

05/26/2024 01:18:56

DATE/TIME OCCURRED

On or about 05/26/2024 01:18

INCIDENT TYPE(S)/OFFENSE(S)

(265/15A/A)A&B WITH DANGEROUS WEAPON c265 S15A

PERSONS

ROLE

NAME

SEX

RACE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

WITNESS

RUSTANI, JONUS

MALE

WHITE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

INVOLVED PARTY NEW LANTERN CAFE,

OFFENDERS

<u>STATUS</u>	<u>NAME</u>	<u>SEX</u>	<u>RACE</u>
██████████	██████████████████	██████████	██████████
██████████	██████████████████████████████	██████████	██████████

VEHICLES

<u>ROLE</u>	<u>TYPE</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>COLOR</u>	<u>REG #</u>	<u>STATE</u>
SUSPECT VEHICLE		2014	NISSAN	ROGUE	GRAY	5MZD74	MA
<u>STOLEN \$</u>	<u>REC CODE</u>	<u>DATE REC</u>	<u>REC \$</u>	<u>REC BY</u>			

[NO PROPERTY]

OFFICER REPORT: 24021839 - 1, FALCON, T (179)

<u>DATE/TIME OF REPORT</u>	<u>TYPE OF REPORT</u>	<u>REVIEW STATUS</u>
05/26/2024 03:11:07	INCIDENT	APPROVED

NARRATIVE

On 05/26/2024, I, Officer Falcon, was assigned to Car 8 on the Early Night Shift (16:00-02:00 hrs). At approximately 01:18 hrs, I was dispatched to Essex St. at High St. for reports of a male later, identified as ██████████ (victim), down on the sidewalk bleeding. Officers D. McDonagh, B. Harris, B. Torrence, N. Depina, C. Guzman, K. Buck, and Street Supervisor Lt. T. Clark also responded.

Upon arrival, Officers were on the scene rendering aid to ██████████ was positioned on his back between a parked vehicle and the sidewalk unconscious and breathing, and had a laceration on his elbow. Trinity EMS was dispatched to the scene and transported ██████████ to Lawrence General Hospital for further medical services. Officer Depina followed Trinity in a marked cruiser to the Hospital.

Jonus Rustani, the manager of New Latern Cafe, stated he called 911 after customers informed him of ██████████ condition and whereabouts. Customers gathered outside before police arrived, and all stated they did not view any incident that occurred involving ██████████ only his condition and whereabouts.

██████████, a friend of ██████████, was on scene frantic with emotion. ██████████ was hysterical and began to interfere with officers rendering aid to ██████████ and the investigation. It should be noted that ██████████ only spoke

Spanish which made it difficult to communicate with him. Due to the severity of the situation, the uncontrollable and deranged state [REDACTED] had shown, and the possibility of his involvement in this incident, he was handcuffed behind the back and detained. Officer Guzman later spoke to [REDACTED] and translated his statement to on-call Detective B. Bailey, who responded to the scene.

Officer Depina spoke to [REDACTED] a witness, who stated the following. [REDACTED] stated as she was sitting in her boyfriend [REDACTED] vehicle parked near 4 High St. with [REDACTED] she viewed a tall, slim build, light-skinned male with a black t-shirt and hat stomp on the head of [REDACTED] as he was being pinned down to the ground by another unidentified male. [REDACTED] stated the unidentified male had control of [REDACTED] hands as he pinned him to the ground.

I spoke to [REDACTED] who stated the following. [REDACTED] stated as he and [REDACTED] were sitting in his vehicle parked near 4 High St., he viewed a physical altercation occur between [REDACTED] and a male described as being tall, dark-skinned, with a full dark beard wearing, a hat, dark clothing, and teal reflective Nike shoes. [REDACTED] stated while both [REDACTED] and the unidentified dark-skinned male were fighting on the ground, another unidentified male came over to them and pinned [REDACTED] to the ground. [REDACTED] stated the unidentified dark-skinned male then stomped on [REDACTED] head approximately three times and took off.

Officers secured the scene upon the arrival and conclusion of Detective Bailey's investigation at the scene. View Detective Bailey's report for further information.

Respectfully submitted,
Officer Falcon #179

REPORT OFFICERS

Reporting Officer:	FALCON,T	179
Approving Officer:	KEENAN, J	12



**HAVERHILL PD
HAVERHILL, MA**

INCIDENT # / REPORT #

24021839 / 2

OFFICER

BAILEY, B

RANK

PATROLMAN

REVIEW STATUS

APPROVED

INCIDENT #24021839 DATA

As Of 06/04/2024 16:18:18

BASIC INFORMATION

CASE TITLE

[REDACTED]

LOCATION

ESSEX ST & HIGH ST

APT/UNIT #

DATE/TIME REPORTED

05/26/2024 01:18:56

DATE/TIME OCCURRED

On or about 05/26/2024 01:18

INCIDENT TYPE(S)/OFFENSE(S)

(265/15A/A)A&B WITH DANGEROUS WEAPON c265 S15A

PERSONS

ROLE

NAME

SEX

RACE

WITNESS

[REDACTED]

FEMALE

WHITE

WITNESS

[REDACTED]

MALE

WHITE

VICTIM

[REDACTED]

MALE

WHITE

INVOLVED PARTY

[REDACTED]

MALE

WHITE

WITNESS

RUSTANI, JONUS

MALE

WHITE

WITNESS

[REDACTED]

FEMALE

WITNESS

[REDACTED]

FEMALE

WITNESS

[REDACTED]

LE

WITNESS

[REDACTED]

FEMALE

WITNESS

[REDACTED]

WITNESS

[REDACTED]

MALE

WHITE

WITNESS

[REDACTED]

MALE

WHITE

INVOLVED PARTY

NEW LANTERN CAFE,

OFFENDERS

<u>STATUS</u>	<u>NAME</u>	<u>SEX</u>	<u>RACE</u>
DEFENDANT		FEMALE	WHITE
DEFENDANT		MALE	WHITE

VEHICLES

<u>ROLE</u>	<u>TYPE</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>COLOR</u>	<u>REG #</u>	<u>STATE</u>
SUSPECT VEHICLE		2014	NISSAN	ROGUE	GRAY		MA

<u>STOLEN \$</u>	<u>REC CODE</u>	<u>DATE REC</u>	<u>REC \$</u>	<u>REC BY</u>
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[NO PROPERTY]

OFFICER REPORT: 24021839 - 2 / BAILEY, B (70)

<u>DATE/TIME OF REPORT</u>	<u>TYPE OF REPORT</u>	<u>REVIEW STATUS</u>
05/26/2024 04:54:29	SUPPLEMENT	APPROVED

NARRATIVE

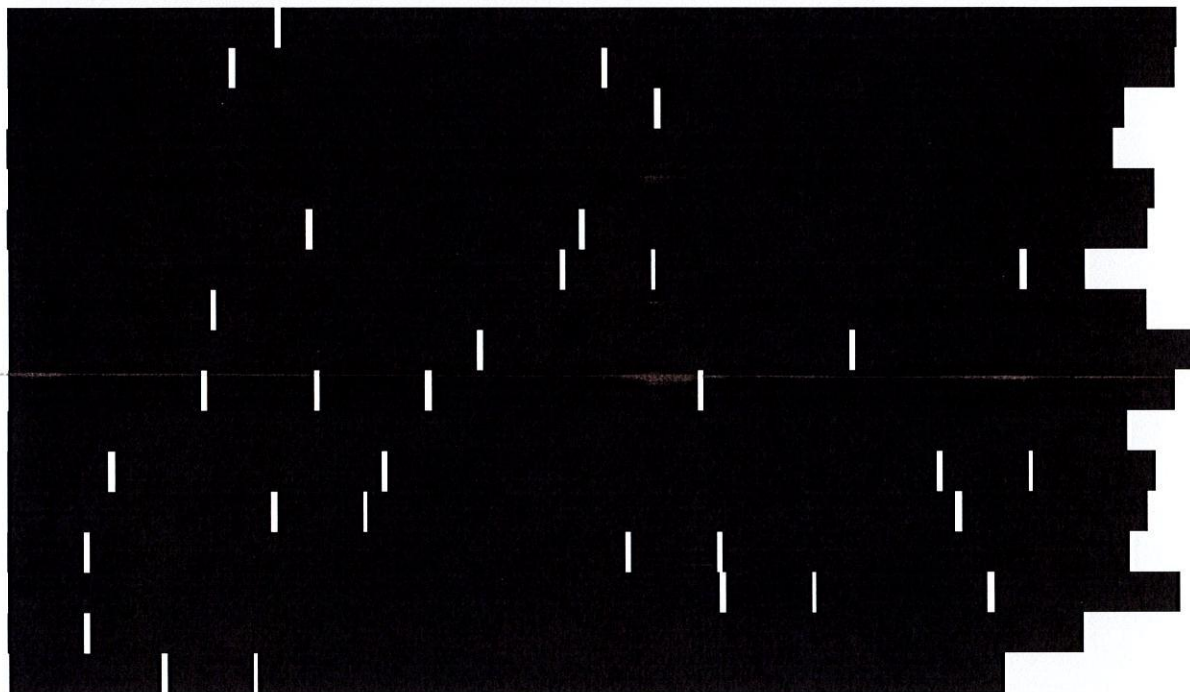
On 5/25/2024, I was assigned as the on-call detective. At approximately 1:42 A.M., I received a call from the Officer in Charge, Lieutenant Keenan to respond to the area of Essex Street and High Street for a report of a ABDW where the victim was unconscious when transported to the hospital.

At approximately 2:11 A.M., I arrived on scene and was briefed by Officer Falcon and Lieutenant Clark. I was advised that the victim, later identified as [REDACTED] had been transported to Lawrence General Hospital and Officer Depina was with the victim. At approximately 2:26 A.M., Officer Depina informed me the victim was receiving a CAT Scan. At approximately 2:34 A.M., Officer Depina informed me that the victim was conscious and alert, however he spoke mostly Spanish. The victim was brought back down to the ER in room C4.

I photographed the scene and canvassed the area for evidence. In the crosswalk at the bottom of High Street, a cellular phone with a black case was located (Later determined to belong to Mr. [REDACTED]). The phone was photographed and collected as evidence. Located on the sidewalk in front of Exclusive Beauty Salon where [REDACTED] was prior to being transported the hospital was a lighter, a pack of Marlboro cigarettes and a quarter (Later determined to belong to [REDACTED]). No further evidence was located on scene.

Involved Party [REDACTED] was the only person on scene when I

arrived. I spoke with [REDACTED] with assistance of Officer Guzman as [REDACTED] only spoke Spanish.



I returned to the station and reviewed the City cameras at the intersection of Essex Street and High Street. At approximately 1:00 A.M. patrons can be seen exiting the New Lantern Cafe onto Essex Street. It appears as words are being exchanged as [REDACTED] is pushing the [REDACTED] away from the bar towards High Street. The White female suspect, later identified as [REDACTED] who appears to be wearing a pink sun dress and white sleeveless shawl approaches the victim, kicks him in the leg and slaps him several times. The group moves over to the bottom of High Street where a darker male, later identified as [REDACTED], wearing what appears to be a black long sleeve shirt and black hat is observed with [REDACTED]. Due to the body language of [REDACTED] it appears as if they are arguing.

At approximately 1:06 A.M. the group is observed further up High Street, near 4 High Street and sometimes out of view of the camera. [REDACTED] is observed at the bottom of High Street and appears to be hugging [REDACTED] til she is observed making a jerking motion down which appears to be consistent with [REDACTED] statement that she attempted to take his chain. [REDACTED] also appears to smack [REDACTED] in the back of his head. [REDACTED] then leaves the area.

At approximately 1:07 A.M., [REDACTED] is observed walking back towards the New Lantern and [REDACTED] appears to have his phone out in front of him and possibly recording [REDACTED]. The group then shifts back towards the intersection of High Street and Essex Street. A dark colored

Dodge SUV which was initially parked out in front of the New Lantern appears to observe the commotion and circles around stopping on Essex at High with their hazards on. What appears to be two females, exit the Dodge SUV and attempt to be trying to diffuse the situation.

At approximately 1:09 A.M., [REDACTED] is observed taking [REDACTED] phone out of his hands and pushing [REDACTED] a couple times, once into the front door of Exclusive Beauty Salon. [REDACTED] takes [REDACTED] to the ground and they begin to grapple on the ground. When they go to the ground, it appears that [REDACTED] drops [REDACTED] phone on the ground. [REDACTED] and [REDACTED] continue to fight on the ground and end up in front of a parked vehicle near 4 High Street and [REDACTED] approaches while they are on the ground and hits the [REDACTED] at which point she falls to the ground.

At approximately 1:11 A.M., while [REDACTED] and [REDACTED] are still on the ground, one of the females from the Dodge SUV picks up [REDACTED] phone and throws it across High Street. The phone screen can be observed illuminating when it strikes the ground. It appears [REDACTED] may have [REDACTED] around the neck with his left arm, possibly applying a choke hold. A second male wearing a dark colored t-shirt and jeans is observed walking over to [REDACTED]. The second male grabs [REDACTED] arms, who appears to be unconscious and assist him to the sidewalk at which time the [REDACTED] delivers one kick to [REDACTED] facial area with his right leg. [REDACTED] is assisted to her feet by both females from the Dodge SUV at which time [REDACTED] walks over to [REDACTED] and kicks him in the head. [REDACTED] then walks back toward the New Lantern and enters a dark colored small SUV which was parked in front of the bar and drives towards downtown on Essex Street. The vehicle appears to have a Massachusetts registration and a distinctive circular sticker in the center of the rear window (reviewing city cameras, SUV passes Locust Street but never makes it to Washington Sq.)

At approximately 1:14 A.M., [REDACTED] and the second male party appear to be checking on [REDACTED] then places his foot on [REDACTED] head and [REDACTED] can be observed attempting to raise his body a couple times. At no time is the second male party observed assaulting [REDACTED] kicks [REDACTED] two more times in the head, then everyone is observed leaving [REDACTED] on the sidewalk. [REDACTED] appears to cross High Street from the even side to the odd and head towards Albion Street.

[REDACTED]

[REDACTED]

[REDACTED]

At approximately 6:13 A.M., I located a gray 2017 Nissan Rogue bearing Massachusetts Registration [REDACTED] parked behind 25 Washington Square. This vehicle had circular sticker in the center of the rear windshield and matched the description of the SUV operated by the female suspect. The location where the vehicle was located is consistent with the suspects path of travel after leaving the New Lantern as it proceed down Essex Street towards downtown and is observed on the Hayes building camera at 1:16 A.M., however the vehicle is never observed on the Washington Square cameras. The suspect vehicle is registered to [REDACTED] which is consistent with the suspects reported age.

[REDACTED]

[REDACTED]

I proceeded to 25 Washington Square to speak with the suspect [REDACTED] who was outside and about to enter her Nissan Rogue. I identified myself as a Haverhill Police Officer and asked to speak with her about the incident at New Lantern. [REDACTED]


[REDACTED]

On 5/28/2024, I contacted the owner of the New Lantern Cafe Jonus Rustani by phone. I advised Mr. Rustani that I was following up on the incident from the early morning hours of 5/26/2024 and asked if he had camera's inside the bar. [REDACTED]

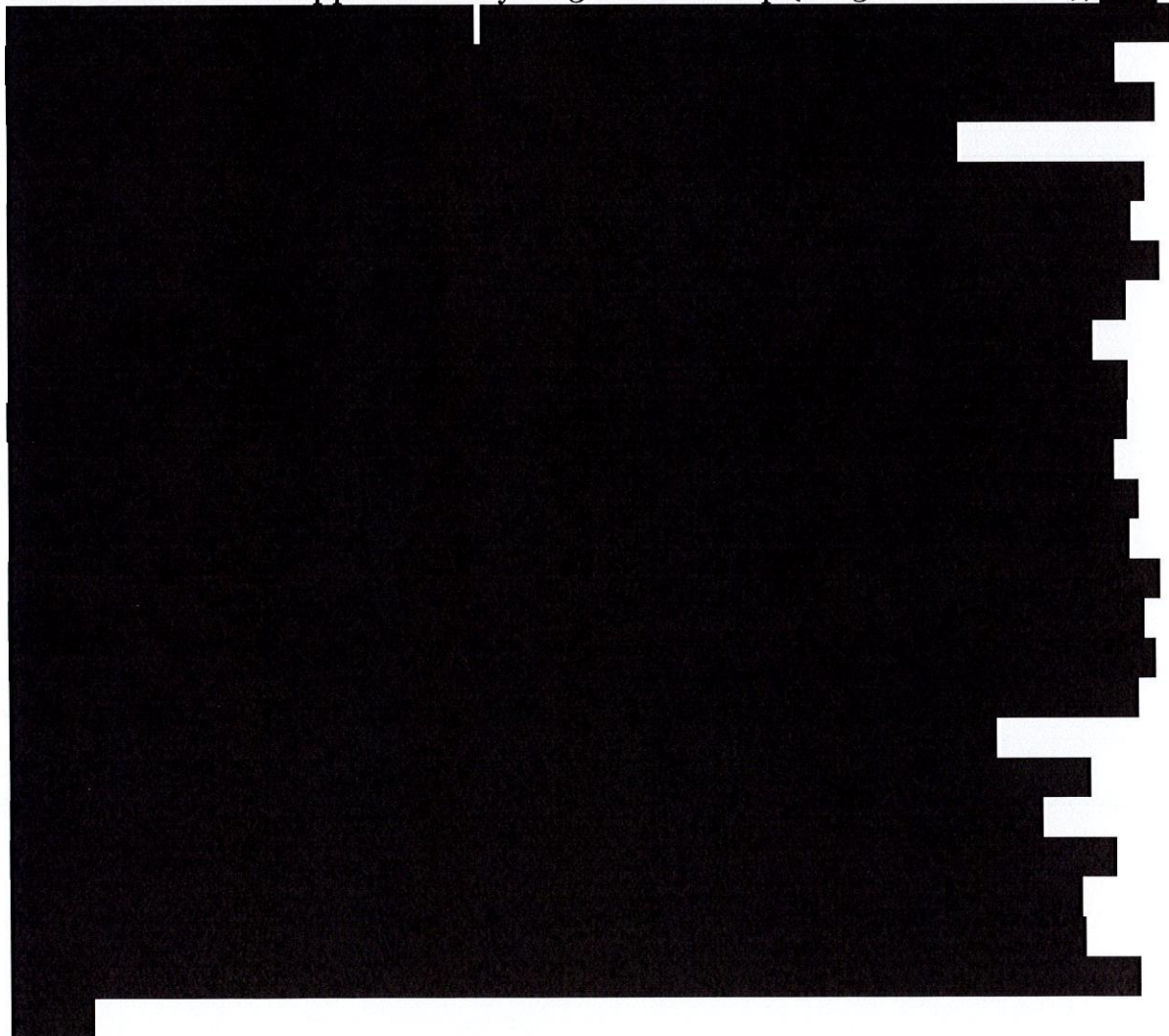
[REDACTED] Mr. Rustani was cooperative and would allow me to review his surveillance footage, however he wasn't available until 5/30/2024.

On 5/30/2024, I met Mr. Rustani at the New Lantern and attempted to extract video footage from 5/26/2004 into 5/27/20024, however his surveillance system is very dated and I was unable to extract the video footage. While I was at the bar, [REDACTED] entered to bar and after recognizing me, came over to speak with me. [REDACTED]

[REDACTED]

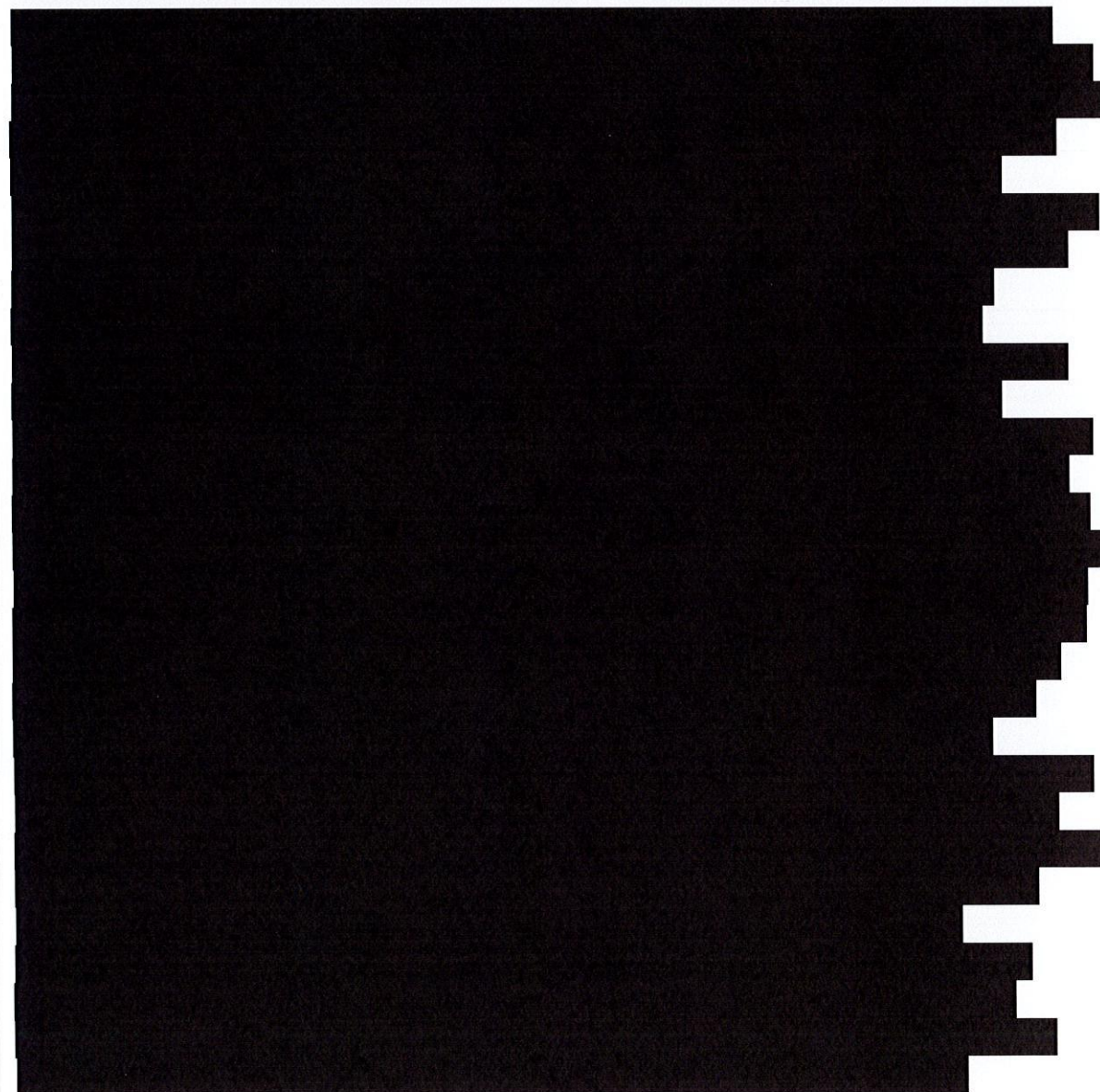
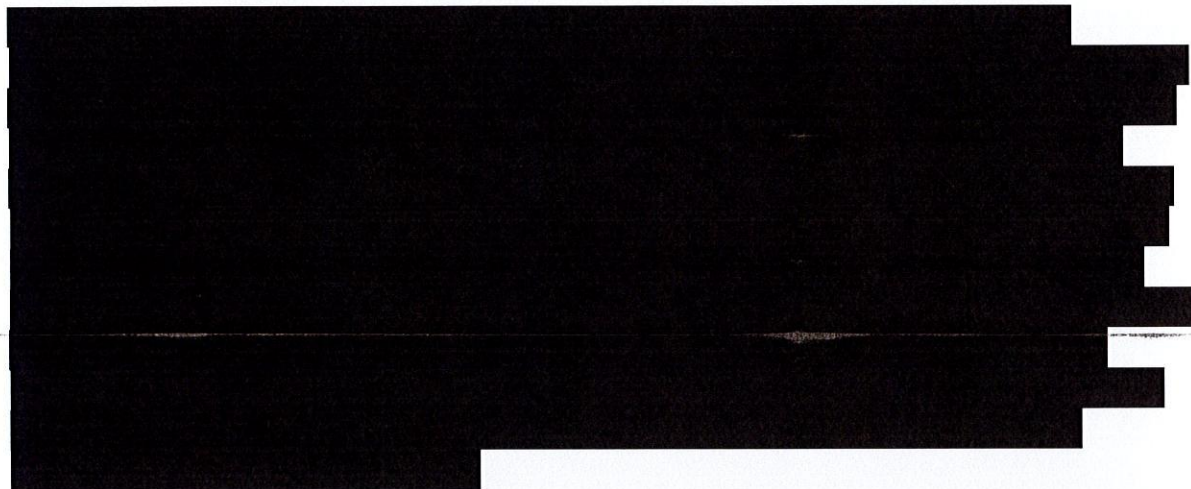


Mr. Rustani allowed me digital access into his system through IP Pro application. It should be noted, the timestamp on the video is 1 hour behind the actual time. At approximately 21:30 timestamp (22:30 actual time),



While reviewing the video footage, I was also looking for video of the male suspect, later identified as [REDACTED] wearing a dark long sleeve shirt and

dark hat who was involved in the assault of [REDACTED] outside the bar. I could only locate one person inside the bar matching the description. Video and still shots were captured of this individual.



[REDACTED]

City Camera footage was secured to a DVD by IT Specialist Ron Tuell. I secured images, videos and screen shots from the New Lantern Cafe to a DVD. Both were logged into evidence on 6/3/2024.

[REDACTED]

[REDACTED]

[REDACTED]

REPORT OFFICERS

Reporting Officer:	BAILEY, B	70
Approving Officer:	FOGARTY, G	91



Haverhill

License Commission, Room 118
4 Summer Street, Haverhill, MA 01830
Phone: 978-420-3630 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Sent via Regular and Certified Mail: 7022 2410 0001 5974 1623

**Belle Lee, Manager
Friendly House of Pho Inc.
d/b/a Friendly House of Pho
114 Washington Street
Haverhill, MA 01832**

June 11, 2024

Dear Ms. Lee,

The following item has been added to the agenda for the next upcoming License Commission meeting for the following:

**Agenda Item: Item for Discussion: Approved entertainment at 114
Washington Street**

**Next Meeting: Thursday, July 11, 2024, at 6:00 p.m.
Haverhill City Hall
City Council Chambers, Room 202
4 Summer Street
Haverhill, MA 01830**

The License Commission is requesting your presence to appear before the board to discuss the approved entertainment for 114 Washington Street.

Sincerely, -

Jennifer Sanchez
License Commission Clerk



Haverhill

License Commission, Room 118
4 Summer Street, Haverhill, MA 01830
Phone: 978-420-3630 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Via First Class and Certified U.S. Mail: 7022 2410 0001 5974 0046

**Jessica Williams, Manager
ACF LLC
d/b/a 978 Lounge
101- 103 Washington Street
Haverhill, MA 01832**

June 21, 2024

Dear Ms. Williams,

The License Commission has added you to the July 11, 2024, for a discussion of your entertainment license.

Agenda Item: **Entertainment License for 978 Lounge**

Next Meeting: **Thursday, July 11, 2024, at 6:00 p.m.
Haverhill City Hall
City Council Chambers, Room 202
4 Summer Street
Haverhill, MA 01830**

Sincerely, —

Jennifer Sanchez
License Commission Clerk

A promotional poster for a Boston Celtics Championship Party. The background features several Boston Celtics players in their green uniforms. In the center, the Larry O'Brien Championship Trophy is prominently displayed. The text is overlaid on the image, providing details about the event.

BOSTON CELTICS 18

CHAMPIONSHIP PARTY

FRIDAY JUNE 14

THE 978 LOUNGE

Doors 6PM Music 9PM

DJCRIS\$ DJBINO

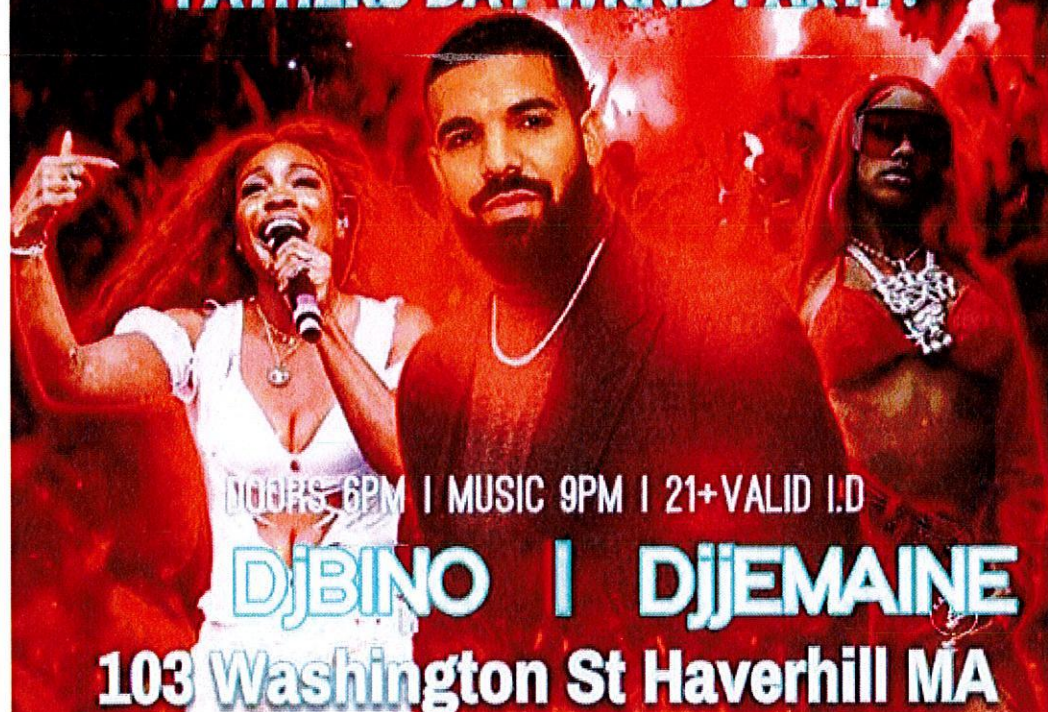
103 WASHINGTON ST HAVERHILL MA

978 LOUNGE
PRESENTS

RICH BABY DADDY

SATURDAY
JUNE 15

FATHERS DAY WKND PARTY!



DOORS 6PM | MUSIC 9PM | 21+ VALID I.D.

DJBINO | DJJEMINE

103 Washington St Haverhill MA

License #:24-ENT-136

THE LICENSING BOARD FOR THE
CITY OF HAVERHILL, MASSACHUSETTS
HEREBY GRANTS AN

2024

ENTERTAINMENT LICENSE

To: **ACF LLC**

ADDRESS: 103 WASHINGTON STREET

Entertainment:

RADIO/☒JUKEBOX

☒TELEVISION

☒AMPLIFIERS

DISC JOCKEY

☒KARAOKE

☒INSTR.MUSIC

VOCALISTS

☒LIVE BANDS

MOVIES

☒DANCING BY

PATRONS ONLY

☒AMPLIFIED MUSIC

☒SPORTING EVENT

☒COMEDY SHOWS


Specifics: Up to 5 comedians, up to 4 instruments

Restrictions: none

**Hours: Sunday 11am-12:30am, Monday 11am-12:30am, Tuesday 11am-12:30am,
Wednesday 11am-12:30am, Thursday 11am-12:30am, Friday 11am-1:30am, Saturday
11am-12:30am, Sunday 11am-12:30am**

Expires December 31, 2024

Witness Our Hands, this Day JAN 01 2024



Patrick J. Driscoll

HAVERHILL LICENSING BOARD

Section 183A. No inn holder, common victualler, keeper of a tavern, or person owning, managing, or controlling any club, restaurant or other establishment required to be licensed under section twelve of chapter one hundred and thirty-eight or under section two, twenty-one A or twenty-one E of chapter one hundred and forty, and no person owning, managing, or controlling any concert, dance, exhibition, cabaret or public show of any description to be conducted on any premises required to be licensed under the sections described above, shall, as a part of its usual business, offer to view, set up, set on foot, maintain or carry on a concert, dance exhibition, cabaret or public show of any description, unless and until a license therefor has been issued by the licensing authorities.

Show Cause Hearing Administrative Review

LICENSEE: Bradford Social & Athletic Club Inc.

ADDRESS: 187-189 South Elm Street

MANAGER: Jeremy Dul

DATE LICENSED: unclear

Violations

DATE	VIOLATION	COUNTS	GOVERNING BODY	RESULT
10/6/2022	FAILURE TO ATTEND THE MANDATORY RENEWAL MEETING	1	LLA	NO ACTION TAKEN PLACED ON FILE
10/5/2023	FAILURE TO ATTEND THE MANDATORY RENEWAL MEETING	1	LLA	NO ACTION TAKEN PLACED ON FILE



Haverhill

License Commission, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Via Hand Delivered

Jeremy M Dul, Manager
Bradford Social & Athletic Club Inc.
d/b/a Bradford Social & Athletic Club
187-189 South Elm Street
Haverhill, MA 01835

June 7, 2024

Re: Show Cause Hearing: Thursday, July 11, 2024, at 6:00 PM; Room 202 City Hall

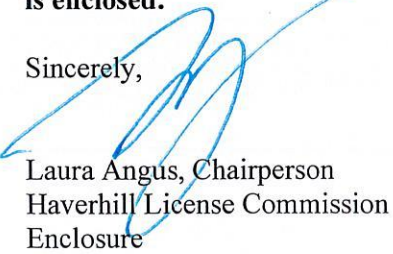
Dear Mr. Dul,

You are hereby notified that the Haverhill License Commission will hold a show cause hearing on **Thursday July 11, 2024, at 6:00 P.M.** in Room 202, Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830 for the purpose of determining if there is sufficient cause to hold you responsible for the alleged infraction(s):

Show Cause Hearing: Violation of M.G.L. Ch 138 § 1
-Failure to provide Officers and compensation.

Should the Commission find, after a hearing that you are responsible for the above infraction you could face any penalty allowed by law, up to and including revocation of your license. ***You are hereby advised that you have a right to be represented by counsel at this hearing if you so choose. Please bring any witnesses and evidence with you to the contrary at the time of your hearing. A copy of the incident is enclosed.***

Sincerely,


Laura Angus, Chairperson
Haverhill License Commission
Enclosure
JLS

cc: Chief Pistone, Haverhill Police Department

Show Cause Hearing Administrative Review

LICENSEE: CM Direct of MA, LLC d/b/a Smith's Tavern

ADDRESS: 124 Essex Street

MANAGER: Charle Maroun

DATE LICENSED: 2022

Violations

DATE	VIOLATION	COUNTS	GOVERNING BODY	RESULT
6/8/2023	ALLEGED VIOLATION OF 204 CMR 2.05 (2) INCIDENT THAT OCCURRED 6/8/2023	1	LLA	PLACED ON FILE NO ACTION TAKEN
3/3/2022	ALLEGED VIOLATION OF 204 CMR 2.05 (2) INCIDENT THAT OCCURRED ON 2/6/2022	1	LLA	NO ACTION TAKEN



Haverhill

License Commission, Room 118
Phone: 978-420-3630 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Via Hand Delivered

Charle Maroun, Manager
CM Direct of MA LLC
d/b/a Smith's Tavern
124 Essex Street
Haverhill, MA 01832

June 7, 2024

Re: Thursday, July 11, 2024, at 6:00 PM; Room 202 City Hall

Dear Mr. Maroun,

You are hereby notified that the Haverhill License Commission will hold a continuation of show cause hearing on **Thursday July 11, 2024, at 6:00 P.M.** in Room 202, Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830 for the purpose of determining if there is sufficient cause to hold you responsible for the alleged infraction(s):


Show Cause Hearing: Alleged Violation of 204 CMR 2.05(2) Permitting an illegality on the licensed premises, to wit: (2) No licensee for the sale of alcoholic beverages shall permit any disorder, disturbance or illegality of any kind to the place in or on the licensed premises. The licensee shall be responsible therefor, whether present or not

**-FAILURE TO MAINTAIN A SAFE ENVIRONMENT FOR PATRONS
-INCIDENT THAT OCCURRED ON OR ABOUT MAY 24, 2024, AND OTHER
INCIDENTS**

Show Cause Hearing: Alleged Violation of 204 CMR 4.03- Happy Hour Violation

Should the Commission find, after a hearing that you are responsible for the above infraction you could face any penalty allowed by law, up to and including revocation of your license. ***You are hereby advised that you have a right to be represented by counsel at this hearing if you so choose. Please bring any witnesses and evidence with you to the contrary at the time of your hearing. A copy of the incident is enclosed.***

Sincerely,


Laura Angus, Chairperson
Haverhill License Commission
Enclosure
JLS

cc: Chief Pistone, Haverhill Police Department

Show Cause Hearing Administrative Review

LICENSEE: Barnboard Pub, Inc. d/b/a Academy Lanes

ADDRESS: 725 South MainStreet

MANAGER: Edward DiBurro

DATE LICENSED: UnClear

Violations

DATE	VIOLATION	COUNTS	GOVERNING BODY	RESULT
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No Violation History



Haverhill

License Commission, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Hand Delivered

Edward DiBurro, Manager
Barnboard Pub, Inc.
d/b/a Academy Lanes
725 South Main Street
Haverhill, MA 01835

June 14, 2024

Re: Show Cause Hearing: Thursday, July 11, 2024, at 6:00 PM; Room 202 City Hall

Dear Mr. Patel,

You are hereby notified that the Haverhill License Commission will hold a show cause hearing on **Thursday December 7, 2023, at 6:00 P.M.** in Room 202, Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830 for the purpose of determining if there is sufficient cause to hold you responsible for the alleged infraction(s):

Show Cause Hearing:

Alleged Violation of 204 CMR 2.05(2) Chapter 138, Section 34 Sale, or Delivery of an alcoholic beverage to a person under 21 years of age,

Alleged Violation of 204 CMR 2.05 (2) Failure to display required signage,

Should the Commission find, after a hearing that you are responsible for the above infraction you could face any penalty allowed by law, up to and including revocation of your license. ***You are hereby advised that you have a right to be represented by counsel at this hearing if you so choose. Please bring any witnesses and evidence with you to the contrary at the time of your hearing.***

Sincerely,

Haverhill License Commission

Enclosure

JLS

cc: Chief Pistone, Haverhill Police Department



**HAVERHILL PD
HAVERHILL, MA**

INCIDENT # / REPORT #

24025574 / 1

OFFICER

LYNCH, K

RANK

SERGEANT

REVIEW STATUS

APPROVED

INCIDENT #24025574 DATA

As Of 06/14/2024 13:15:55

BASIC INFORMATION

CASE TITLE

LIQUOR VIOLATIONS

LOCATION

40 BAILEY BLV

APT/UNIT #

DATE/TIME REPORTED

06/13/2024 20:35:24

DATE/TIME OCCURRED

06/13/2024 16:30 to 06/13/2024 20:35

INCIDENT TYPE(S)/OFFENSE(S)

(OV)ORDINANCE VIOLATION

PERSONS

ROLE

NAME

SEX

RACE

INVOLVED PARTY

DIBURRO, EDWARD

MALE

WHITE

INVOLVED PARTY

ACADEMY LANES,

INVOLVED PARTY

CARRION, ENDER D

MALE

UNKNOWN

[NO OFFENDERS]

[NO VEHICLES]

[NO PROPERTY]

OFFICER REPORT: 24025574 - 1 / LYNCH, K (90)

DATE/TIME OF REPORT

06/14/2024 10:15:30

TYPE OF REPORT

INCIDENT

REVIEW STATUS

APPROVED

NARRATIVE

Sergeant Kevin F. Lynch will testify to the following:

On 06-13-24, between 16:30 and 20:30 Hrs., the Haverhill Police Department conducted an underage alcohol compliance check. Detective Sergeant Michael Shinnars, Detective Jordan Bergevine, Detective Kaylee Sarfde, Officer Eilas Mejia, Officer Andrew Terrero and four underage operatives also assisted in the underage alcohol compliance check operation.

There were 42 establishments that were visited during the sting. Out of the 42 establishments there was 1 that sold alcohol to a person -21 years of age. In this case the bartender did not ask the underage operative for identification. Below is the violation:

At approximately 17:22 Hrs, Detective Bergevine, Officer Mejia along with two underage operatives went to Academy Lanes (Barnboard Pub, Inc.) 725 South Main St. Each underage operative asked for Bud Light. The underage operatives did not pay any money at this time. The bartender Ender Carrion [REDACTED] placed the Bud Light in front of each operative. At no time did the bartender ask the underage operatives for their identification. A short time later, Det Sgt. Shinnars advised Carrion of the violation. When asked Carrion stated that he believed that he recognized the two as prior customers. Additionally, Detective Bergevine did not see the liquor license posted on the wall, when Carrion was asked about the license, he was unable to locate it.

It should be noted that at no time did the underage operatives consume any alcoholic beverages. All operatives were given a portable breath test at the beginning and end of the operation, with both readings being 0.00%. Additionally, on 04-24-24, the Haverhill Police Department posted on social media advising about underage compliance checks. "The Haverhill Police Department wishes to announce that throughout the months of May, June, and July the Department will be conducting Minimum Purchase Age Compliance Checks at retailers of Alcoholic Beverages, Restaurants, and Bars throughout the City of Haverhill."

I respectfully request the License Commission have a Show Cause hearing for Academy Lanes (Barnboard Pub, Inc.), so they can answer for Selling Alcohol Beverages to an Underage Person (MGL 138 § 34) and Failing to Display Alcohol License.

Respectfully Submitted,

Sergeant Kevin F. Lynch

REPORT OFFICERS

Reporting Officer:	LYNCH, K	90
Approving Officer:	LYNCH, K	90

Show Cause Hearing Administrative Review

LICENSEE: Grande Mexico LLC d/b/a Grande Mexico

ADDRESS: 108 Plaistow Road

MANAGER: David Brogna

DATE LICENSED: May 21, 2009

Notes:

Violations

DATE	VIOLATION	COUNTS	GOVERNING BODY	RESULT
6/11/2023	Incident that occurred on 6/11/2023 (possible overserving)	1	LLA	FYI only
3/2/2023	Violation of 204 CMR 2.05 (2) permitting an illegality on the licensed premises	1	LLA	Have working cameras within 90 days. Placed on file
2/19/2022	Incident that occurred on 2/19/2022 (disturbance)	1	LLA	Placed on File
7/12/2012	Sale or delivery of an alcoholic beverage to a person under 21	1	LLA	1 year probation. 3 days early closing at 8pm held in abeyance for 1 year
2/20/2022	Incident that occurred on 2/20/2022 (Aggressive Patron refusing to leave establishment)		LLA	Placed on File – FYI



Haverhill

License Commission, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Via Hand Delivered

David Brogna, Manager
Grande Mexico LLC
d/b/a Grande Mexico
108 Plaistow Road
Haverhill, MA 01830

June 24, 2024

Re: Show Cause Hearing: Thursday, July 11, 2024, at 6:00 PM; Room 202 City Hall

Dear Mr. Brogna,

You are hereby notified that the Haverhill License Commission will hold a show cause hearing on **Thursday July 11, 2024, at 6:00 P.M.** in Room 202, Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830 for the purpose of determining if there is sufficient cause to hold you responsible for the alleged infraction(s):

Show Cause Hearing: Alleged Violation of 204 CMR 2.05(2) Permitting an illegality on the licensed premises, to wit: (2) No licensee for the sale of alcoholic beverages shall permit any disorder, disturbance or illegality of any kind to the place in or on the licensed premises. The licensee shall be responsible therefor, whether present or not

INCIDENT THAT OCCURRED ON OR ABOUT JUNE 18, 2024, AT APPROXIMATELY 00:16

-POSSIBLE OVERSERVING

Should the Commission find, after a hearing that you are responsible for the above infraction you could face any penalty allowed by law, up to and including revocation of your license. ***You are hereby advised that you have a right to be represented by counsel at this hearing if you so choose. Please bring any witnesses and evidence with you to the contrary at the time of your hearing. A copy of the incident is enclosed.***

Sincerely,

Laura Angus, Chairperson
Haverhill License Commission
Enclosure
JLS

cc: Chief Pistone, *Haverhill Police Department*



**HAVERHILL PD
HAVERHILL, MA**

INCIDENT # / REPORT #

24026316 / 1

OFFICER

BUCCINI,D

RANK

PATROLMAN

REVIEW STATUS

APPROVED

INCIDENT #24026316 DATA

As Of 06/18/2024 03:56:02

BASIC INFORMATION

CASE TITLE

[REDACTED]

LOCATION

147 GROVE ST

APT/UNIT #

DATE/TIME REPORTED

06/18/2024 00:16:59

DATE/TIME OCCURRED

On or about 06/18/2024 00:16

INCIDENT TYPE(S)/OFFENSE(S)

(90/24/J)OUI LIQUOR C90 S24

(90/24/E)NEGLIGENT OPERATION OF MOTOR VEHICLE c90 S24

PERSONS

ROLE

[REDACTED]

NAME

[REDACTED]

SEX

[REDACTED]

RACE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

OFFENDERS

STATUS

[REDACTED]

NAME

[REDACTED]

SEX

[REDACTED]

RACE

[REDACTED]

VEHICLES

ROLE

INVOLVED VEHICLE

TYPE

YEAR

2006

MAKE

SUZI

MODEL

GRAND

COLOR

BLACK

REG #

[REDACTED]

STATE

MA

STOLEN \$

REC CODE

DATE REC

REC \$

REC BY

ROLE

INVOLVED VEHICLE

TYPE

YEAR

2007

MAKE

TOYT

MODEL

CAMRY

COLOR

REG #

[REDACTED]

STATE

MA

STOLEN \$

REC CODE

DATE REC

REC \$

REC BY

<u>ROLE</u>	<u>TYPE</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>COLOR</u>	<u>REG #</u>	<u>STATE</u>
INVOLVED VEHICLE		2023	NISS	SENTRA		██████████	MA
<u>STOLEN \$</u>	<u>REC CODE</u>	<u>DATE REC</u>	<u>REC \$</u>	<u>REC BY</u>			

[NO PROPERTY]

OFFICER REPORT: 24026316 - 1 / BUCCINI,D (183)

<u>DATE/TIME OF REPORT</u>	<u>TYPE OF REPORT</u>	<u>REVIEW STATUS</u>
06/18/2024 00:53:40	INCIDENT	APPROVED

NARRATIVE

On 6/18/24 at approximately 0016hrs, I, Officer D. Buccini, assigned to Car #26 2100-0200hrs, was dispatched to 147 Grove St for a motor vehicle that crashed into multiple parked cars. Officers Graham, Tortorise, Terrero, Decoste, O'Brien, along with Sgt Phair were all on scene.

Upon arrival, I observed a black Suzuki Grand Vitara bearing MA Reg# ██████████ with heavy front-end damage resting up against the side of MA Reg# ██████████. It should be noted that approximately five minutes prior to this call, Officer O'Brien was dispatched to the area of Hilldale Ave and Rosemont St for an erratic operator. The plate that was provided by the witness, ██████████, was MA Reg# ██████████. I spoke with ██████████ a telephone about the erratic operation, and she stated that by Starbucks Coffee (1116 Main St) she first observed the vehicle stopped in the middle of the road while the light was green; the vehicle then began driving and turned right onto Rosemont St. ██████████ stated while the vehicle was turning, the right side tires went over the curb and drove on the grass for a few feet before coming down off the embankment and continuing down Rosemont street towards Hilldale Ave. ██████████ then told me that on multiple occasions, the vehicle was driving in both lanes of traffic and swerving, almost striking multiple mailboxes. The vehicle stopped at the train crossing and then continued on turning left onto Hilldale Ave, while ██████████ turned left and continued to follow. ██████████ stated the vehicle was still all over the road and turned right onto Monument St. The vehicle then turned left onto North Broadway. ██████████ stated that the vehicle could not maintain its lane the whole time and lost it as she did not follow down North Broadway.

I made contact with the operator, who was later determined to be the defendant, ██████████ had bloodshot, glassy eyes, a moderate odor of an alcoholic beverage emanating from his breath, was swaying from side to side, and was unsteady on his feet. ██████████ provided his License to this officer. Officer Graham asked the group of people outside

who had been operating the vehicle, to which [REDACTED] stated he was. Officer O'Brien later spoke to the witness, [REDACTED], who had heard a loud bang outside of her residence, and that's when she exited the residence; she observed the accident scene and observed [REDACTED] getting out of the driver's seat, along with no one else being in the vehicle. I asked if he spoke English, and it was clear he did not understand. Officer Terrero helped in translation. [REDACTED] looked through his wallet for his License to give to Officer Terrero before I advised him that he had already given it to me when I arrived on the scene. Officer Terrero asked [REDACTED] what had occurred tonight, to which he stated that he was driving home from work on Grove St at a "not very fast" speed, and that's when the vehicle just turned to the left and struck the other involved vehicles. He told Officer Terrero that he works at Grande Mexico in Haverhill and has "three tequila shots" after work. It should be noted that while Officer Terrero spoke with [REDACTED], it was evident that [REDACTED] speech was slurred. Officer Terrero then asked [REDACTED] if he would submit to Standardized Field Sobriety Tests (SFSTs), and he stated he would not.

Based on my observations of [REDACTED] having slurred speech, bloodshot/glassy eyes, swaying from side to side, being unsteady on the feet, and having a moderate smell of intoxicating liquors, I formed the opinion that [REDACTED] was operating a motor vehicle under the influence of liquor. [REDACTED] was advised that he was being placed under arrest for OUI liquor and Negligent operation of a motor vehicle. [REDACTED] was handcuffed behind his back (DL), and proper tightness was checked. [REDACTED] was then searched for weapons and contraband (negative findings). [REDACTED] was placed into the back of marked cruiser #11, to which he was then transported to the Haverhill Police Department booking area, where he was introduced to Officer-In-Charge Lt Sheehy. Officer Terrero advised [REDACTED] of his Miranda rights and the right to make a telephone call. Officer Terrero then advised [REDACTED] of his statutory rights of consent, which [REDACTED] declined. It should be noted that [REDACTED] was provided a copy of this form in Spanish to read along to. A refusal was entered into the Alcotest 9510, and a copy of the notice of suspension was placed on [REDACTED] property. [REDACTED] was also verbally advised of the suspension by Officer Terrero. It should be noted that while Officer Terrero read from the form several times, it could be observed that [REDACTED] appeared to be falling asleep. Officer Terrero asked [REDACTED] if he had any medical conditions that would cause him to fall asleep, and he stated he did not. During the booking process, officers allowed [REDACTED] to use his cellphone to access his social security number, and without being prompted, [REDACTED] pulled up a picture of the drinks he had consumed that evening after work and showed us (photo attached). [REDACTED] was booked in usual fashion and placed in cell M1 to await bail review.

The defendant, [REDACTED], is being charged with the following:

90/24/E NEGLIGENT OPERATION OF MOTOR VEHICLE
90/24/J OUI LIQUOR

All above mentioned roads that the defendant operated on are owned and maintained by the city of Haverhill. Massachusetts Uniform Citation [REDACTED] was completed and put in [REDACTED] property. It should be noted that on several occasions during booking, [REDACTED] stated he lived at 49 Ashworth Terrace, which the citation reflects. But it was later determined that [REDACTED] now resides at 48 Grove St. Sgt Lynch was notified about the incident for Alcohol commishing purposes. MACRASH #24000738 was generated and completed. Officer Tortorise provided me with pictures of the crash, along with images of an empty nip bottle that was located under the involved vehicle. I checked city cameras and could not locate a clear image of the vehicle driving. The lives and safety of the public were put in danger because of [REDACTED] operation of a motor vehicle. All three vehicles were towed by 110 Towing. A twelve hour hold was placed on [REDACTED] vehicle per Melanie's law.

Respectfully Submitted,
Officer D. Buccini #183

REPORT OFFICERS

Reporting Officer:	BUCCINI,D	183
Approving Officer:	SHEEHY,B	89

Show Cause Hearing Administrative Review

LICENSEE: Crescent Yacht Club
ADDRESS: 30 Ferry Street (Rear)
MANAGER: Nancy Ann Pegnam
DATE LICENSED: unclear

Violations

DATE	VIOLATION	COUNTS	GOVERNING BODY	RESULT
6/6/2024	VIOLATION OF M.G.L. Ch 183 §1 FAILURE TO FILE ANNUAL LISTING	1	LLA	PLACE ON FILE NO ACTION TAKEN
3/2/2017	VIOLATION OF 204 CMR 2.05(2) PERMITTING AN ILLEGALITY ON THE PREMISES	1	LLA	UNCLEAR
3/17/2015	VIOLATION OF M.G.L. Ch 183 §1 FAILURE TO FILE ANNUAL LISTING	1	LLA	UNCLEAR



Haverhill

License Commission, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Via Hand Delivered

Nancy Ann Pegnam, Manager
Crescent Yacht Club
d/b/a Crescent Yacht Club
30 Ferry Street (Rear)
Haverhill, MA 01835

June 25, 2024

Re: Show Cause Hearing: Thursday, July 11, 2024, at 6:00 PM; Room 202 City Hall

Dear Pegnam,

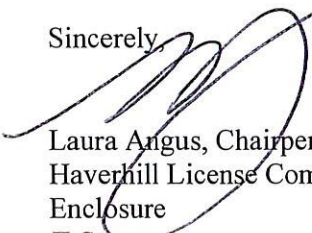
You are hereby notified that the Haverhill License Commission will hold a show cause hearing on **Thursday July 11, 2024, at 6:00 P.M.** in Room 202, Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830 for the purpose of determining if there is sufficient cause to hold you responsible for the alleged infraction(s):

Show Cause Hearing: Alleged Violation of 204 CMR 2.05(2) Permitting an illegality on the licensed premises, to wit: (2) No licensee for the sale of alcoholic beverages shall permit any disorder, disturbance or illegality of any kind to the place in or on the licensed premises. The licensee shall be responsible therefor, whether present or not

- PUBLICLY ADVERTISING
- SERVICE OF NON-MEMBERS

Should the Commission find, after a hearing that you are responsible for the above infraction you could face any penalty allowed by law, up to and including revocation of your license. ***You are hereby advised that you have a right to be represented by counsel at this hearing if you so choose. Please bring any witnesses and evidence with you to the contrary at the time of your hearing. A copy of the incident is enclosed.***

Sincerely,


Laura Angus, Chairperson
Haverhill License Commission
Enclosure
JLS

cc: Chief Pistone, Haverhill Police Department



TODAY AT 2PM


12 Barz Band at Crescent Yacht Club! EARLY SHOW!


Public · Event by 12 BARZ BAND

Event Ended

...

 Crescent Yacht Club
30 Ferry St, Haverhill, MA 01835

 12 went · 32 interested

 Public · Anyone on or off Facebook

[About](#)

[Discussion](#)

Show Cause Hearing Administrative Review

LICENSEE: Haverhill Lodge #165 B.P.O.E. of Haverhill d/b/a Elk's Club

ADDRESS: 24 Summer Street

MANAGER: Noreen Frances O'Neil

DATE LICENSED: prior to 1976

Notes:

Violations

DATE	VIOLATION	COUNTS	GOVERNING BODY	RESULT
4/4/2024	Item for discussion: Status of new manager paperwork	1	LLA	Told to file annual statement with secretary of state and complete new manager paperwork
3/7/2024	Item for discussion: New manager paperwork	1	LLA	Place on file and continue until April 4, 2024
1/4/2024	Item for Discussion: Updated security plan and new manager paperwork	1	LLA	Approved security plan and told to follow up on new manager paperwork
12/7/2023	Item for Discussion: Update on parking lot lighting, updated security system, updated security plan	1	LLA	Asked to work with HPD to approve security plan
11/22/2023	Show Cause hearing: Violation of 204 CMR 2.05 (2) Failure to maintain a safe environment for Patrons, Overserving	1 1	LLA	Found violation of 204 CMR 2.05 (2) Suspension held in abeyance until 12/31/2023, security plan must be filed by 12/7/2023, no more events unless: unless a member signs everyone in and there are 2 security people present for each function.
11/22/2023	Show Cause Hearing: Violation of 204 CMR 2.05	1	LLA	Found violation 204 CMR 2.05 (2)

Show Cause Hearing Administrative Review

	(2) Failure to maintain a safe environment for patrons			Given Conditions: illuminate parking lot, update security system, complete new manager paperwork, 7 day suspension held in abeyance until 12/31/2023
4/7/2016	Failure to submit new officers and director paperwork to complete the change of manager application	1 show cause hearing	LLA	Complete asap
11/3/2016	Rental of hall for underage parties	Item for discussion 1	LLA	None
5/7/2015	Failure to file annual listing of club officers	1 Show cause hearing	LLA	None
12/4/2014	Incident that occurred on or about 10/6/2014	1 Item for discussion	LLA	None
5/13/2013	Incident that occurred on or about 5/13/2013 – A/B on premises	unclear	LLA	unclear
2008	Complaints from neighbors about loud music and entertainment	unclear	LLA	unclear
6/19/2006	Violation of City of Haverhill Ordinance relative to Automatic Amusement Devices	unclear	LLA and summonsed	unclear



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Via Hand Delivered

Noreen Frances O'Neil, Manager
Haverhill Lodge #165 B.P.O.E. of Haverhill
d/b/a Elks Club
24 Summer Street
Haverhill, MA 01830

June 25, 2024

Re: Show Cause Hearing: Thursday, July 11, 2024, at 6:00 PM; Room 202 City Hall

Dear Ms.O'Neil,

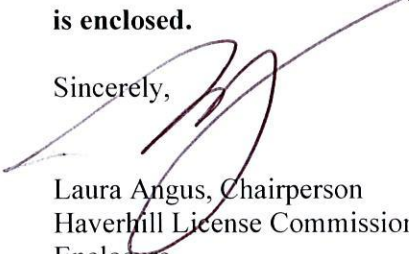
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Sincerely,


Laura Angus, Chairperson
Haverhill License Commission
Enclosure

JLS

cc: Chief Pistone, Haverhill Police Department

Events

Search Events

Home

Categories

Classics

Comedy

Crafts

Dance

Drinks

Fitness & Workouts

Foods

Games

Gardening

Health & Medical

Healthy Living & Self-Care

Home & Garden

Music & Audio

Parties

Professional Networking



FRIDAY, JUNE 21, 2024 AT 8:00 PM EDT

Bigger and Better MWA Tour for 2024 @ Haverhill Lodge of Elks...

24 Summer St, Haverhill, MA, United States, Massachusetts

About

Discussion

Invite

Details

126 people responded

Event by Midgets with Attitude and Haverhill Lodge of Elks #165

24 Summer St, Haverhill, MA, United States, Massachusetts

Public · Anyone on or off Facebook

* Parental Advisory: The event is all ages with parental supervision, but be made aware that inappropriate language will be used and inappropriate actions may be displayed.

MWA'... See more

Haverhill, Massachusetts

Log in or sign up for Facebook to connect with friends, family and people y...

Log In

or




Create new account

24 Summer St, Haverhill, MA, United States, Massachusetts
24 Summer St, Haverhill, MA 01830-5810, United States

Hosts

-  Midgets with Attitude
-  Haverhill Lodge of Elks #165

Related events

-  **FRI, JUN 21 AT 7:00 PM EDT**
Comedy Showcase!!
44 Nashua Rd, Londonderry, NH
-  **FRI, JUN 21 AT 7:30 PM EDT**
Boston, USA - World Tour 2024
The Wilbur
-  **SAT, JUN 22 AT 7:00 PM EDT**
Pete Davidson Prehab Tour
Hampton Beach Casino Ballroom

Log in or sign up for Facebook to connect with friends, family and people y...



FRI, JUN 21 AT 8:00 PM CDT
Tupelo Night of Comedy
Tupelo Music Hall

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Meta © 2024

Log in or sign up for Facebook to connect with friends, family and people y...

Log In or Create new account



Haverhill Lodge of Elks #165

March 28 · 🌐

Age limit 18 n up. Tickets will be on sale next week. First come first serve...



2

4



[View more comments](#)



Melissa Turpin

Haverhill Lodge of Elks #165 Hi! This post says 18 and up, but the event description says the event is all ages with parental supervision. I was planning on bringing my 16yr old so I wanted to double check which is accurate. Thank you!

5w Edited



Haverhill Lodge of Elks #165 added an event.

March 28 · 🌐



FRI, JUN 21 AT 8:00 PM EDT

Bigger and Better MWA Tour for 2024 @ Haverhill Lodge of Elks #165

24 Summer St, Haverhill, MA, United States, Massachusetts

108 people interested



**HAVERHILL PD
HAVERHILL, MA**

INCIDENT # / REPORT #

24027233 / 1

OFFICER

CRONIN,K

RANK

PATROLMAN

REVIEW STATUS

APPROVED

INCIDENT #24027233 DATA

As Of 06/21/2024 22:25:25

BASIC INFORMATION

CASE TITLE

ELKS CLUB

LOCATION

24 SUMMER ST

APT/UNIT #

DATE/TIME REPORTED

06/21/2024 20:30:22

DATE/TIME OCCURRED

On or about 06/21/2024 20:30

INCIDENT TYPE(S)/OFFENSE(S)

(MISC)MISCELLANEOUS REPORT

PERSONS

ROLE

INVOLVED PARTY

NAME

MICHAUD, JOSEPH RAYMOND

SEX

MALE

RACE

WHITE

[NO OFFENDERS]

[NO VEHICLES]

[NO PROPERTY]

OFFICER REPORT: 24027233 - 1 / CRONIN,K (163)

DATE/TIME OF REPORT

06/21/2024 22:25:18

TYPE OF REPORT

INCIDENT

REVIEW STATUS

APPROVED

NARRATIVE

I, Officer Cronin, was assigned to the early night shift on June 21, 2024, in car #5. At approximately 20:30 hrs., myself and Sgt. McCann arrived at the Elks Club, located at 23 Summer St., for a compliance check. The Elks Club was hosting a wrestling event called "Midgets with Attitude." HFD Inspector LT. Irvine and HFD Inspector Wentworth also arrived at this location to assist.

Upon our arrival, we were met by Joseph Michaud (IP), the Elks Club Chairmen on the Board of Directors. Joseph stated that he received notice from the Haverhill Liquor Commission at approximately 1600 hrs., today (06/21/24), advising him that he did not have the proper permit to host a wrestling event. Joseph stated that he had been keeping track of the total

amount of people present at the wrestling event to ensure that he does not exceed the occupancy limit. Joseph then led us inside.

HFD Inspector LT. Irvine and HFD Inspector Wentworth determined that the Elks Club was within their occupancy limit and did not have any other safety concerns.

An e-mail has been sent to Sgt. Lynch, notifying him of this incident.

Respectfully Submitted,

Officer Cronin #163

REPORT OFFICERS

Reporting Officer:	CRONIN,K	163
Approving Officer:	INGHAM, J	6



**HAVERHILL PD
HAVERHILL, MA**

INCIDENT # / REPORT #

24027189 / 1

OFFICER

LYNCH, K

RANK

SERGEANT

REVIEW STATUS

APPROVED

INCIDENT #24027189 DATA

As Of 06/21/2024 19:23:39

BASIC INFORMATION

CASE TITLE

ELKS LODGE

LOCATION

24 SUMMER ST

APT/UNIT #

DATE/TIME REPORTED

06/21/2024 15:56:52

DATE/TIME OCCURRED

On or about 06/21/2024 15:56

INCIDENT TYPE(S)/OFFENSE(S)

(OV)ORDINANCE VIOLATION

PERSONS

ROLE

NAME

SEX

RACE

INVOLVED PARTY

ELKS LODGE,

INVOLVED PARTY

MICHAUD, JOSEPH RAYMOND

MALE

WHITE

INVOLVED PARTY

DUGGAN, CAROL A

FEMALE

WHITE

[NO OFFENDERS]

[NO VEHICLES]

[NO PROPERTY]

OFFICER REPORT: 24027189 - 1 / LYNCH, K (90)

DATE/TIME OF REPORT

06/21/2024 19:23:38

TYPE OF REPORT

INCIDENT

REVIEW STATUS

APPROVED

NARRATIVE

Sergeant Kevin F. Lynch will testify to the following:

06-21-24, I was advised by the City of Haverhill License Commission that the Elks Lodge 24 Summer St. was advertising for "Midgets with Attitude" wrestling event occurring tonight 06-21-24 at 20:00 Hrs. The License Commission advised that the Elks Lodge has a private club liquor license and advertising to the public is in violation of the club rules. Furthermore, the event would need approval from the Commonwealth of Massachusetts

State Athletic Commission, and that the entertainment license granted by the City of Haverhill License Commission does not cover sporting events. At this time the License Commission secretary called the Elks Lodge and spoke with acting manager Joseph Michaud [REDACTED] and advised that the event was not allowed. Michaud stated that the Elks need to make money to keep their doors open and they will go ahead with the show regardless. I then spoke with City of Haverhill Building Inspector Thomas Bridgewater and Haverhill Fire Lieutenant Robert Irving. All three of us went to the Elks Lodge, and spoke with Carol Duggan [REDACTED] (Acting assistant manager). Duggan was advised that advertising to the public was against the club license rules. It should be noted that Duggan and Michaud are both aware of this as both have been before the License Commission multiple times in the past and were both advised of this several times. Duggan then stated that she did not advertise the event, it was the event coordinator that advertised. A few minutes later Duggan stated that the start time was 20:00 Hrs., but she advertised the start time of 19:30 Hrs. I then asked Duggan where she advertised, and she stated only on our Facebook page, I then advised that your page is open to the public to see, to which she stated "Oh ya I did not realize that." Both the Fire inspector and Building Inspector advised Duggan that a check would be conducted to ensure then number of patrons did not exceed the occupancy limit, which was not posted on the wall in the banquet room as required by law. This report is for documentation purposes. At this time nothing further to report.

Respectfully Submitted,

Sergeant Kevin F. Lynch

REPORT OFFICERS

Reporting Officer:	LYNCH, K	90
Approving Officer:	LYNCH, K	90



Haverhill

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Via Hand Delivered

Noreen Frances O'Neil, Manager
Haverhill Lodge #165 B.P.O.E. of Haverhill
d/b/a Elks Club
24 Summer Street
Haverhill, MA 01830

July 2, 2024

Re: Show Cause Hearing: Thursday, July 11, 2024, at 6:00 PM; Room 202 City Hall

Dear Ms. O'Neil,

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**-Violation of your entertainment License
-EVENT ON JUNE 21, 2024**

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Haverhill License Commission
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cc: Chief Pistone, Haverhill Police Department