

TOWN OF ROCKLAND
ZONING BOARD OF APPEALS
APPLICATION FOR A PUBLIC HEARING

SECTION 1:

A. I/We hereby apply for a public hearing before the Zoning Board for the following:
(Check all that are applicable)

- ☐ Application for Dimensional Variance
- ☐ Application for a Use Variance
- ☐ Application for a Section 6 Finding
- ☒ Special Permit for Use permissible by Special Permit
- ☐ Appeal from a Decision of the Zoning Enforcement Officer
- ☐ Comprehensive Permit (Chapter 40B)

SECTION 2:

B. Answer all of the following questions that pertain to your application:

1. Address of the property in question: 323 UNION ST
2. Name(s) of Owner(s) of Property: A&M REALTY TRUST
3. Owner's Address: 333 UNION ST, ROCKLAND, MA 02370
4. Name of Applicant(s): EZEQUIEL BATISTA ZACERDA
5. Address of Applicant: 46 WHITE CLOVER TRL
PLYMOUTH, MA 02360
6. Applicant's Phone: Home: _____ Work: _____
Cell: (843) 408-2305 Fax: _____
E-Mail: SPACEBISTRO@HOTMAIL.COM
7. State the Assessor's Map # 39 and Lot # 244 of the property.
8. State the Zoning District in which the property is located: B1
9. Explain in-depth what you are proposing to do: SPACE BISTRO INC IS LOOKING
TO ESTABLISH A SUSHI FUSION RESTAURANT THAT WILL OFFER
BEER AND WINE FOR DINE-IN CUSTOMERS. WE AIM TO PROVIDE
A UNIQUE DINING EXPERIENCE COMBINING THE ARTISTRY OF
SUSHI WITH A DIVERSE SELECTION OF BEVERAGES. THE RESTAURANT
WILL PROVIDE A COMPLETE DINNER SERVICE TO CUSTOMERS,
COMPLEMENTED BY A DEDICATED BAR AREA EQUIPPED WITH
SEATING FOR UP TO FOURTEEN PATRONS. Monday-Saturday 11am-11pm
SUNDAY- 11am-10pm.

10. Describe in detail any existing variance(s) or special permit(s) pertaining to this property. Copy/copies must be obtained at the Town Clerk's Office and must be attached to this application:
- THERE ARE SOME SPECIAL PERMITS FOR BUSINESSES THAT PREVIOUSLY OCCUPIED THE BUILDING. THEY ARE ATTACHED. - PASTA LA VISTA "LUNCH AND DINNER".
- TUSCANY AND TRES AMIGOS.

11. List all applicable sections of the Zoning Bylaw that pertains to this application:
- ARTICLE IV - PERMITTED USES SECTION - 415-13A.(3)(B)
ARTICLE XI - SPECIAL PERMITS - SECTION 415-89.

12. If you are applying for a dimensional variance, state in detail any specific condition that effects the shape, soil, topography or structures on your lot that specifically effects your lot and does not effect the zoning district as a whole, and why these conditions cause a hardship to the land that warrants the granting of a variance (use a separate piece of paper if necessary) N/A

13. If this is an application for a special permit, describe in detail the permit you are seeking and provide the Board with specific information as to how the proposed use will meet the Performance Standards of the Zoning By-Laws of Rockland:
- THE APPLICANT IS DEDICATED TO ADHERING ALL APPLICABLE LAWS AND REGULATIONS ENSURING THE PROTECTION AND WELL-BEING OF OUR CUSTOMERS, AS AUTHORIZED BY GENERAL LAWS.

14. If this is an appeal from a decision of the Zoning Enforcement Officer, state in detail the grounds upon which you claim that the Zoning Enforcement Officer/ Building Inspector's decision was in error. N/A

Signed: _____

A+M REALTY TRUST
Owner(s) of Record

All owners must sign

Signed: Meredith Snow Trustee

[Signature]

Applicant(s) If Different from owner

All applicants must sign

Signed: _____
Signature of Attorney (if any)

Date: 01 / 17 / 2024



TOWN OF ROCKLAND

Board of Assessors

Town Hall
242 Union Street
Rockland, Massachusetts 02370

March 13, 2024

CERTIFIED ABUTTERS LIST OF MAP 39 – PARCEL 244

323-335 UNION STREET

BOARD – ZBA

REQUIREMENTS – Abutters within 300 ft.

CERTIFIED BY:

Meg Peterson – Director of Assessing

Parcel ID	Owner	Location	Mailing Street	Mailing City State Zip
39-244	GUARINO MICHAEL TRS OF A & M REALTY TRUST	323-335 UNION ST	29 LEDGEBROOK RD	S WEYMOUTH MA 02190
39-72	TOWN OF ROCKLAND MEMORIAL LIBRARY	20 BELMONT ST	20 BELMONT ST	ROCKLAND MA 02370
39-105	SAGE BETH	19 PACIFIC ST	19 PACIFIC ST	ROCKLAND MA 02370
39-106	HARRISON PETER TRUSTEE 11-15 PACIFIC STREET REALTY TR	11-15 PACIFIC ST	26 FIRST PARISH RD	NORWELL MA 02061
39-107	TOWN OF ROCKLAND FIRE DEPARTMENT	360 UNION ST	360 UNION ST	ROCKLAND MA 02370
39-109	RICE BUILDING LLC	342-346 UNION ST	8 ALTON PLACE #2	BROOKLINE MA 02446
39-110	GRANT MICHAEL MANAGER GRANT PROPERTY MANAGEMENT LLC	18 PACIFIC ST	141 SOUTH ST	NORWELL MA 02061
39-111	CHYZAN JAMES S TRUSTEE 28 PACIFIC ST REALTY TRUST	28 PACIFIC ST	P O BOX 342	ROCKLAND MA 02370
39-151	LEGAGNEUR STAYCE & NICOLE	21 REED ST	21 REED ST	ROCKLAND MA 02370
39-152	324-328 UNION STREET LLC	324-328 UNION ST	328 UNION ST	ROCKLAND MA 02370
39-153	320 UNION STREET LLC	318-322 UNION ST	320 UNION ST	ROCKLAND MA 02370
39-154	HARALAMBOS/DEKOURAS TRUSTEE 312-314 UNION ST REALTY TRUST	312-314 UNION ST	159 WEST ST	QUINCY MA 02169
39-155	GARVEY PETER D TRST OF PETER D GARVEY REVOCABLE TR	18 REED ST	18 REED ST	ROCKLAND MA 02370
39-156	LYONS CHRISTOPHER & JEANMARIE	22-24 REED ST	25 SAMOSET ST APT 1 ATTN CHRIS LYONS	PLYMOUTH MA 02360
39-194	BERRY THOMAS C/O HARRISON PETER TRUSTEE	3 TAUNTON AV	26 FIRST PARISH RD	NORWELL MA 02061
39-195	CLOUTIER EUGENE P & CHARLOTTE CLOUTIER REALTY TRUST	300-308 UNION ST	47 SOUTH DR	BRIDGEWATER MA 02324
39-219	CUBELL NORMAN & CLARICE TRS CUBELL REALTY TRUST	365-375 UNION ST	180 WINCHESTER ST	BROOKLINE MA 02446
39-221	JAM REAL ESTATE MANAGEMENT LLC	361-363 UNION ST	218 VFW DR	ROCKLAND MA 02370
39-222	QUINN PATRICK J JR	353-357 UNION ST	BOX 444	ROCKLAND MA 02370
39-223	BINHCAITLYN LLC	345-349 UNION ST	633 ADAMS ST	MILTON MA 02186
39-224	BINHCAITLYN LLC	337-343 UNION ST	633 ADAMS ST	MILTON MA 02186
39-225	FERRARA S & HENDRICKSON M TRS THE HAMMER TRUST	16 WEBSTER ST	16 WEBSTER ST	ROCKLAND MA 02370

TOWN OF ROCKLAND

Board of Assessors

Town Hall

242 Union Street

Rockland, Massachusetts 02370



Parcel ID	Owner	Location	Mailing Street	Mailing City State Zip
39-226	OLD HARBOR REALTY LLC	28 WEBSTER ST	245 ELM ST	DUXBURY MA 02332
39-227	EGAN SUSAN ELLEN TRS WEBSTER ST RLTY TR	38 WEBSTER ST	ATTN MARTIN 38 WEBSTER ST	ROCKLAND MA 02370
39-241	U S OF AMERICA POST OFFICE BLD	39 WEBSTER ST	WEBSTER ST	ROCKLAND MA 02370
39-242	LAMB REBECCA	23 WEBSTER ST	23 WEBSTER ST	ROCKLAND MA 02370
39-243-1C	GANNON PATRICK	15-1C WEBSTER ST	15 WEBSTER ST UNIT 1C	ROCKLAND MA 02370
39-243-1R	MANNING LAURA	15-1R WEBSTER ST	15 WEBSTER ST UNIT 1R	ROCKLAND MA 02370
39-243-2C	GANNON PATRICK	15-2C WEBSTER ST	15 WEBSTER ST UNIT 2C	ROCKLAND MA 02370
39-243-2R	RITZ KATHERINA MARY & RITZ MARTINA MARION	15-2R WEBSTER ST	15-2R WEBSTER ST	ROCKLAND MA 02370
39-245	PHOENIX BUILDING MGMT LLC C/O US BANK TRUST CO NATL ASSO	315-321 UNION ST	190 S LA SALLE ST MK-IL-SL7C	CHICAGO IL 60603
39-246	5810 INVESTMENTS LLC	16 PARK ST	196 MONCRIEF RD	ROCKLAND MA 02370
39-248	FP PARK STREET LLC	24-30 PARK ST	24 TE BERRY FARM RD	HANOVER MA 02339
39-259	FRATERNAL ORDER OF EAGLES ROCKLAND AERIE NO 841 INC	29 PARK ST	29 PARK ST	ROCKLAND MA 02370
39-261	T & P ROCKLAND LLC	295-305 UNION ST	545 PLAIN ST	MARSHFIELD MA 02050
39-262	FIRST CONGREGATIONAL CHURCH SOCIETY	12 CHURCH ST	12 CHURCH ST	ROCKLAND MA 02370
39-263	OLD COLONY VFW POST #1788 INC	22 CHURCH ST	22 CHURCH ST	ROCKLAND MA 02370
39-304	ARC ROCK17MA LLC	294-298 UNION ST	ATTN: FACILITIES DEPT 288 UNION ST	ROCKLAND MA 02370
39-311	FEELY BRIAN	22 PACIFIC ST	22 PACIFIC ST	ROCKLAND MA 02370
39-312	BERGERON ROBERT J JR & RENEE L	19 WEBSTER ST	19 WEBSTER ST	ROCKLAND MA 02370
39-313	BERGERON ROBERT J JR & RENEE	20 PARK ST	19 WEBSTER ST	ROCKLAND MA 02370

Planning Boards: Rockland, Abington, Whitman, Norwell, Hanson, Hanover, Hingham & Weymouth:

Rockland Board of Assessors (Notice of decision only)

The above constitutes a complete list of all parties in interest as found in the most recent tax list, pursuant to Chapter 40A, Section 11, of the General Law.

Any person or entity that is requesting an abutters' list where the subject property abuts or is located within 300 feet of the town's boundary line with another town is advised to obtain a certified abutters' list for abutters and abutters to abutters within 300 feet in the adjoining town.

THIS LIST IS VALID FOR 90 DAYS

State Tax Form 290
Certificate: 7615
Issuance Date: 02/29/2024

MUNICIPAL LIEN CERTIFICATE
Town of Rockland, MA
COMMONWEALTH OF MASSACHUSETTS

Requested by EZEQUIEL BATISTA LACERDA

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 02/29/2024 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 39-0244

323 335 UNION ST

GUARINO MICHAEL TRS
OF A & M REALTY TRUST
29 LEDGEBROOK RD
S WEYMOUTH MA 02190

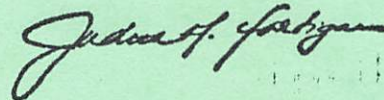
Land area : 0.18 AC
Land Value : 203,700
Impr Value : 548,800
Land Use : 0
Exemptions : 0
Taxable Value: 752,500

Deed date: Book/Page:
Class: 030-COMM MIXED USE

FISCAL YEAR	2024	2023	2022
DESCRIPTION			
COMMERCIAL REAL ESTATE TAX	\$7,723.51	\$7,424.10	\$7,637.30
COMMUNITY PRESERVATION ACT	\$137.61	\$129.72	\$131.81
RESIDENTIAL REAL ESTATE TAX	\$2,856.64	\$2,745.90	\$2,824.75
TOTAL BILLED:	\$10,717.76	\$10,299.72	\$10,593.86
Charges/Fees	\$0.00	\$0.00	\$0.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	-\$7,998.10	-\$10,299.72	-\$10,593.86
Interest to 02/29/2024	\$0.00	\$0.00	\$0.00
TOTAL BALANCE DUE:	\$2,719.66	\$0.00	\$0.00

FINAL READINGS WATER, SEWER AND TRASH LIENS CALL:
WATER 781-878-0901
SEWER 781-878-1964
BOARD OF HEALTH 781-871-1874 EXT 1005

SEWER BETTERMENT: NO



JUDITH A HARTIGAN
TOWN COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

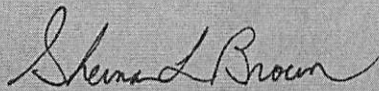
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 24822986
CARD # 25240793

ServSafe Alcohol® ADVANCED CERTIFICATE



EZEQUIEL LACERDA

NAME

2/12/2024

DATE OF EXAMINATION

Card expires three years from the date of examination (four years in Maryland). Local laws apply.

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



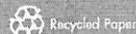
233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

NOTE: You can access your score and certificate information anytime at ServSafe.com.

Please make a copy of your ServSafe Alcohol Certificate card for your records.

If you have any questions regarding your certificate please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

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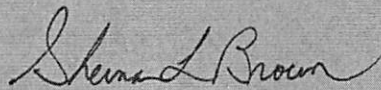
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To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 24922985
CARD # 25240792

ServSafe Alcohol® ADVANCED CERTIFICATE



TIAGO ESPERANDIO

NAME

2/12/2024

DATE OF EXAMINATION

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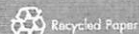
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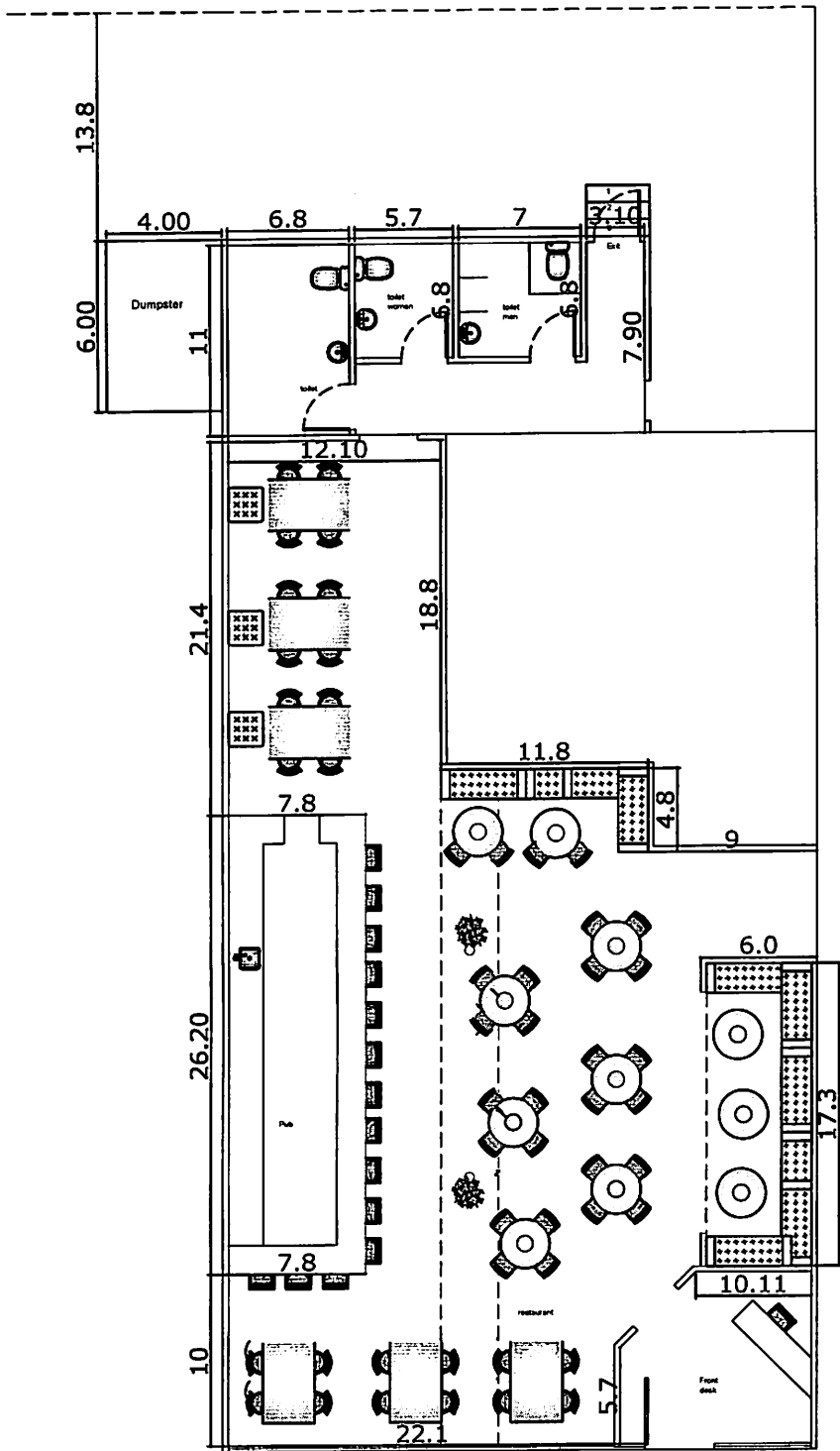
ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.



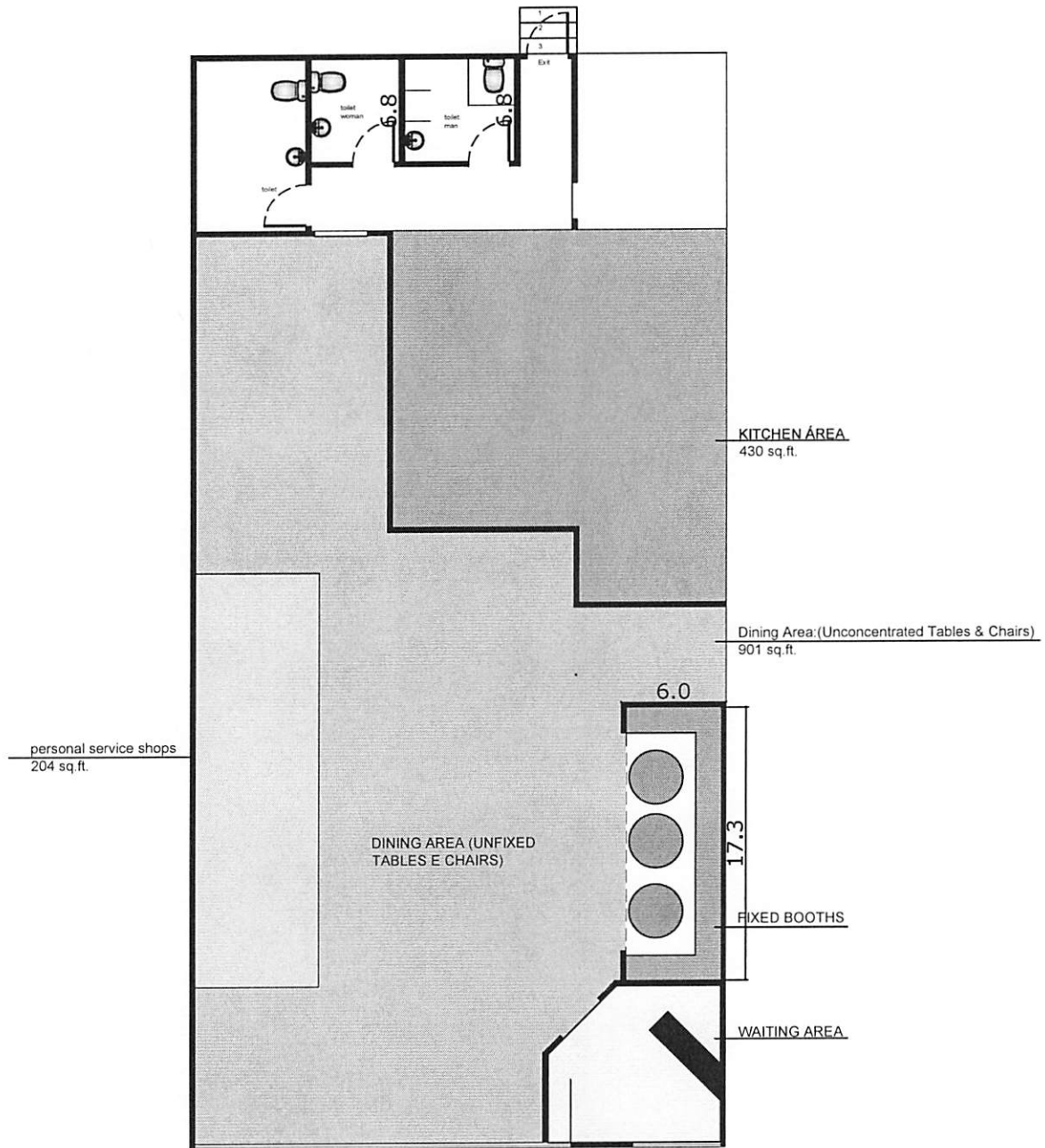
233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1-800-SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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TECHNICAL MANAGER:		CLAUDIA TALYTA SCHITTINE SOARES DE FREITAS	
OWNER:		EZEQUIEL B. LACERDA	
address:	Union Street	NUMBER:	323
neighborhood:	Rockland	CITY:	Massachusetts
TITLE:		SHEET:	DATE:
ARCHITECTURAL		01/01	19/12/2023



TOTAL OCCUPANT LOAD:

	Waiting Area: (Standing Space)	70 sq.ft. / 5 sq.ft.per occupant=14
	Kitchen Area: (Commercial Kitchen)	430 sq.ft. / 200 sq.ft.per occupant=2
	Dining Area: (Unconcentrated Tables & Chairs)	901 sq.ft. / 15 sq.ft.per occupant=60
	Fixed Seating:	29,3 ft. / 0,6 sq.m.per ocupant=11
	personal service shops	204 sq.ft. / 4,6 sq.m.per occupant=4
		91 Occupants

TECHNICAL MANAGER:	
CLAUDIA TALYTA SCHITTINE SOARES DE FREITAS	
OWNER:	
EZEQUIEL B. LACERDA	
address:	Union Street
neighborhood:	Rockland
TITLE:	Occupancy Load
SHEET:	01/01
DATE:	30/04/2024

Commercial Lease

This lease is made between A&M Realty Trust, Michael Guarino Trustee, herein called Lessor and Ezequiel Lacerda, herein called Lessee, doing business as Space Bistro, Lessee hereby offers to lease from Lessor the premises situated in the town of Rockland, County of Plymouth, State of Massachusetts, described as 323 Union St, Rockland, upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of one (1) year, commencing December 1, 2023, and terminating on November 30, 2024, as provided herein, at the monthly rental of Three Thousand Dollars (\$3,000.00) payable in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor at 333 Union St., Rockland, Ma.

2. Use. Lessee shall use and occupy the premises for food service. The premises shall be used for no other purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his or her own expense, at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundations. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, which would otherwise be required to be maintained by Lessor. Lessee is responsible for snow removal on the sidewalk in front of the leased premises. Lessee shall not store or leave any food, drink, trash, waste, cooking oils, or other materials or substances, outside the premises. Lessee shall maintain all areas surrounding the dumpster.

The Lessee shall maintain the premises in such a manner as to prevent any rodents, pests, insects or the like. It is the responsibility of the Lessee to exterminate and or remove all rodents, pests, insects or the like, caused by improper storage or disposal of food. The Lessee shall incur any and all costs related to the extermination or removal of any rodents, pest, insects or the like. Lessee shall incur any and all costs related to the extermination or removal of any rodents, pests, insects or the like in any and all adjacent buildings or structures that originated as a result of the Lessee's use of the premises and dumpster; including, but not limited to cooking, preparation, consuming, or storage of food or drink.

4. Hazardous Materials: No hazardous materials are allowed on the premises.

5. Dumpster. The Lessee shall procure a contract for a dumpster and is responsible for all costs associated with the dumpster. Lessee is responsible for all care and maintenance of the dumpster. Lessee shall maintain all areas surrounding the dumpster. Only one dumpster is allowed. The location of the dumpster will be at the sole discretion of the Lessor.

6. Property on Premises. All appliances and restaurant equipment are in "as is" condition. Lessor makes no assurances, guarantees, warranties or promises related to appliances or restaurant equipment. Lessor is not responsible for any repair, replacement or maintenance of any appliances or restaurant equipment that may be in or on the premises. Lessee shall be responsible for any, and all costs related to the repair, replacement or maintenance of any appliances or restaurant equipment. The replacement or repair of any appliances or restaurant equipment is at the sole discretion of the Lessor. Lessee shall not replace or repair any appliance or restaurant equipment without the written permission of the Lessor. Any property or restaurant equipment that is repaired or replaced shall remain the property of the Lessor. No storage of any of the appliances or restaurant equipment is allowed in the basement area of the premises.

7. Parking. The Lessor does not provide any parking for the Lessee. The Lessee is prohibited from parking in the rear parking area. No delivery vehicles, customer vehicles, employees or any other vehicles are allowed to park or access the rear parking area, except for dumpster maintenance vehicles for service of the dumpster.

8. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, improvements or repairs, inside, outside, to or about the premises.

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9. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. Lessor makes no guarantees, warranties or promises that the premises is in compliance with any statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The Lessee shall incur all costs for any alterations, improvements or repairs that are required to bring or keep the premises into compliance with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

10. Assignment and Subletting. Lessee shall not assign this lease or subject any portion of the premises without prior written consent of the Lessor. Lessee may not transfer title or ownership without prior written consent or lease will become void. Any such assignment, subletting or transfer without consent shall be void and, at the option of the Lessor, may terminate this lease.

11. Sale of Business: The Lessee shall provide the Lessor with a ninety (90) day notice of any intent to sell any business operating on the premises. Lessee shall provide the Lessor with a ninety (90) day notice prior to the sale of any business operating on the premises. The Lessee is prohibited from any signage indicating the sale of any business operating on the premises.

12. Signage: No signage is allowed on the premises without the prior written consent of the Lessor.

13. Utilities. All applications and connections for necessary utility service on the demised premises shall be made in the name of the Lessee only, except for the water and sewer and fire monitoring. Lessee shall be solely liable for all utility charges as they become due, including those for sewer, water and sewer, gas, electricity, telephone services, and fire monitoring. Service for water and sewer and fire monitoring shall remain in the name of the Lessor. Lessee will pay any water and sewer charges due to the Lessor five (5) days after presentation of the bill to the Lessee. Fire monitoring charges shall be paid to the Lessor (5) days after presentation of the bill to the Lessee.

14. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises within 24 hours of notice to Lessee (except in the case of an emergency the Lessor or Lessor's agent's may enter with no notice), for the purpose of inspecting the premise. The Lessee will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" sign, and permit persons desiring to lease the same to inspect the premises thereafter.

15. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered.

16. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, or to Lessee's business operations occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

17. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury, and property damage insuring Lessee and Lessor with minimum coverage as follows: Three Million Dollars (\$3,000,000.00) per incident for bodily injury, including death resulting therefrom; Two Million Dollars (\$2,000,000.00) per incident for any property damage; including loss of use thereof, incurring on or in any way related to the premise or any part thereof. In the event the Lessee applies for a malt and liquor license or a beer and wine license, or any such license or combination of such licenses, and the license is approved, a minimum coverage of Two Million Dollars (\$2,000,000.00) per incident liquor/alcohol liability policy insuring the Lessee and the Lessor will be required. The Lessee is required to notify the Lessor prior to applying for a malt and liquor license or a beer and wine license, or any such license or combination of such licenses. The Lessee is required to notify the Lessor prior to applying for an entertainment license. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a twenty-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any, and all rights of subrogation which may otherwise exist. Lessee shall provide the Lessor with verification (binder) of all insurance required coverages at the lease signing.

EBL
in B

18.Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be paid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

19.Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of the Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that the Lessor shall not elect to make such repairs which cannot be made within the sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demise premises may be situated is destroyed to an extent of one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

20.Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than fourteen (14) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and the Lessee shall quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

21.Attorney's Fees. In case suit shall be brought by Lessor for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, the Lessor shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

22.Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

23.Notices. Any notice in which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

24.Subordination. This lease shall be subordinated to all existing and future liens and encumbrances against the property.

25.Moving Out. The following items are fixtures owned by the Lessor and shall not be removed from the premises upon vacating: all plumbing, lighting fixtures as well as:

- 12' Hood with Anslum system relay to central alarm station
- All appliances and restaurant equipment

All of the above items are to be maintained by Lessee and may not be discarded or removed from 323 Union St, Rockland, Ma, without written permission from the Lessor. Any and all alterations, additions, improvements or repairs made to the premises shall not be removed from the premises and shall become the property of the Lessor.

26.Real Estate Taxes. Real estate taxes shall be the responsibility of the Lessor.

EBL
MB

27. Anslum System. Lessee shall procure at her expense a service contract for Anslum system.

28. Abandoned Property. All furniture, equipment, and any other property remaining on the premises after termination of tenancy will immediately be considered abandoned and immediately become property of the Lessor.

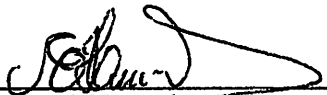
29. Occupancy: Following the execution of this lease by Lessee, and the payment of the Lessee to the Lessor of Nine thousand dollars (\$9000.00) (\$3,000.00 first month rent, \$6,000.00 last 2 months rent) and an insurance binder pursuant to paragraph 17, Lessee may commence occupancy on December 1, 2023.

30. Headings. The article, section headings, and subheadings throughout this lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

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

32. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Signed this 16th day of November, 2023
(date) (month) (year)

By:  Lessor By:  Lessee
A&M Realty Trust, Trustee Ezequiel Lacerda



323 Union
RECEIVED
NOV 21 2000

TOWN CLERK'S OFFICE
ROCKLAND, MA

Rockland Zoning Board of Appeals Rockland, Massachusetts 02370

A public hearing was held at 7:45 P.M. on November 8, 2000 in the H. Bernard Monahan Memorial Hearing Room, Town Hall, 242 Union Street, Rockland on the petition of **ANDREW E. MELEO** of 292 Market Street #31, for a public hearing on a permit for a specific use subject to approval of the Board of Appeals to allow: **the establishing of a restaurant at 323 Union Street, which will be open for lunch and dinner. The name of it will be Pasta La Vista.**

ATTENDANCE: *Chairman Robert Manzella, Joseph Bouchard, Peter McDermott, Rita Howes and Associate Members James Hannigan, Barry Ashton and Kathi DeMinico. (Mr. Anton Materna was absent)*

Also present was Town Counsel June S. Riddle.

MEMBERS VOTING: *Robert Manzella, Joseph Bouchard, Peter McDermott, Rita Howes and Barry Ashton.*

DECISION: The Board voted to grant the special permit.

VOTE ON DECISION: Ms. Howes made a motion to grant the special permit. Mr. Bouchard seconded the motion. The vote of the Board was unanimous (5-0).

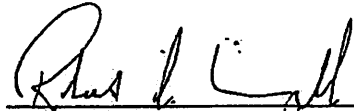
REASONS FOR DECISION AND SPECIFIC CONDITIONS: Upon motion duly made and seconded, the Board found that the Petitioner is seeking a special permit to establish a restaurant for lunch and dinner and also will be seeking a beer and wine license from the Selectmen. The Petitioner needs a special permit because he will be serving food with

alcohol in a B-1 zone. The restaurant itself, is a use by right under the permitted uses of a B-1 zone. The Board also found that the Petitioner is looking to expand his restaurant in Stoughton to the Rockland business area on Union Street that will seat 84 patrons, 64 patrons in main dining room and 20 patrons in the lounge area. The permit is limited to the foregoing seating capacity. The permit is limited to hours of operations from 10:30 A.M. to 11:00 P.M. seven days per week and that this establishment would be considered a family restaurant not a sports bar. The permit is conditioned upon there being front and back entrances. The Board found that the heating and wiring was just updated by previous owners. The Board found that there would be parking out back as well out front for patrons together with walk-ins. The Board found that the Petitioner plans to employ 10-15 people and that there would be an average of 10 employees working on an evening. The permit is conditioned upon the Petitioner meeting the sign By-law or he would have to come back before the ZBA. All deliveries shall be made through the back entrance off Webster Street and Petitioner shall schedule deliveries in order that they do not interfere with schools hours of children walking. The Board found that the Petitioner would be on site for the new restaurant. The Board had some concerns about parking, but found that after other business hours, there would be plenty of parking in the surrounding area. The Board also noted that the Petitioner is also before them for a beer and wine special permit. The Board requested that the Petitioner pursue other areas for parking.

THIS DECISION, ALONG WITH THE CERTIFICATION FROM THE TOWN CLERK, THAT NO APPEAL HAS BEEN FILED, MUST BE RECORDED WITH THE PLYMOUTH COUNTY REGISTRY OF DEEDS PRIOR TO OBTAINING A BUILDING PERMIT AND PROOF OF RECORDING MUST BE FILED WITH THE BUILDING INSPECTOR.

NOTE: (1) This decision may be appealed to the District Court, Housing Court, Land Court or Superior Court pursuant to Chapter 40A, Section 17. Said appeal must be filed within twenty (20) days after this decision is filed with the Town Clerk. (2) Chapter 40A, Section II, states that in part, that no variance or special permit shall take effect until the Town Clerk certifies that twenty (20) days have elapsed, and no appeal has been filed. (3) This Board certifies that copies of this decision have been filed with the Planning Board as well as with the Town Clerk.

FOR THE ZONING BOARD OF APPEALS

A handwritten signature in dark ink, appearing to read 'Robert A. Manzella', is written over a horizontal line.

Robert A. Manzella
Chairman



323 Union
RECEIVED
AUG 01 2001

TOWN CLERK'S OFFICE
ROCKLAND, MA

Rockland Zoning Board of Appeals
Rockland, Massachusetts 02370

A public hearing was held at 7:45 P.M. on July 18, 2001 in the Lower Conference Room, Town Hall, 242 Union Street, Rockland on the petition of **ANDREW MELEO FOR PASTA LaVISTA, INC.** of 292 Market Street #31 for a public hearing on a permit for a specific use subject to approval of the Board of Appeals to allow: **the modification of an existing special permit to include the selling of hard liquor to enable the applicant to serve cocktails and cordials.** Said restaurant is located at 323 Union Street.

ATTENDANCE: *Chairman Robert Manzella, Peter McDermott, Rita Howes and Associate Members James Hannigan, Barry Ashton and Stanley Cleaves. (Absent were Anton Materna and Joseph Bouchard)*

Also present was Town Counsel June S. Riddle.

MEMBERS VOTING: *Robert Manzella, Peter McDermott, Rita Howes, James Hannigan and Barry Ashton.*

DECISION: The Board voted to grant the modification of the previous special permit with conditions: (1) The Permit is granted for one (1) year only and must be renewed prior to the expiration of the one (1) year. (2) The permit is contingent upon the annual renewal of the license by the Board of Selectmen.

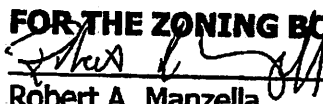
VOTE ON DECISION: Ms. Howes made a motion to grant with conditions. Mr. Ashton seconded the motion. The vote of the Board was 4-1 (Mr. Hannigan opposed).

REASONS FOR DECISION AND SPECIFIC CONDITIONS: Upon motion duly made and seconded, the Board found that the Petitioner is seeking to extend his present Special Permit that allows the service of Beer and Wine to serve all alcoholic beverages. The Board of Selectmen as licensing authority has granted an all alcoholic license. The Board found that the Petitioner needs a special permit because he will be serving food with alcohol in a B-1 zone. The restaurant itself, is a use by right under the permitted uses of a B-1 zone. The Board found that the restaurant seats 84 patrons, 64 patrons in the main dining room and 20 patrons in the lounge area. The permit is limited to hours of operations presently are Monday - 10:30 A.M. to 10:00 P.M., Tuesday - 10:30 A.M. to 10:00 P.M.; Wednesday - 10:30 A.M. to 10:00 P.M.; Thursday - 10:30 A.M. to 11:00 P.M.; Friday - 10:30 A.M. to 11:00 P.M.; Saturday -10:30 A.M. to 11:00 P.M. and Sunday - 9:00 A.M. to 11:00 P.M. The Petitioner stated that he will be closed on Mondays at Noon and closed on Sundays. The Petitioner also stated that drinks would not be served unless food is ordered. The Board found that this establishment it to be considered a family restaurant and not a sports bar. The Board also found that the delivery scheduled has not presented any problems and there have been no parking issues either. The Board found that several residents have asked for the serving all alcohol with their meals. The Petitioner found that through the Selectmen's office that another all alcoholic license is available and that the Petitioner took steps to complete proper paperwork.

THIS DECISION, ALONG WITH THE CERTIFICATION FROM THE TOWN CLERK, THAT NO APPEAL HAS BEEN FILED, MUST BE RECORDED WITH THE PLYMOUTH COUNTY REGISTRY OF DEEDS PRIOR TO OBTAINING A LIQUOR LICENSE AND PROOF OF RECORDING MUST BE FILED WITH THE SELECTMEN'S OFFICE.

NOTE: (1) This decision may be appealed to the District Court, Housing Court, Land Court or Superior Court pursuant to Chapter 40A, Section 17. Said appeal must be filed within twenty (20) days after this decision is filed with the Town Clerk. (2) Chapter 40A, Section II, states that in part, that no variance or special permit shall take effect until the Town Clerk certifies that twenty (20) days have elapsed, and no appeal has been filed. (3) This Board certifies that copies of this decision have been filed with the Planning Board as well as with the Town Clerk.

FOR THE ZONING BOARD OF APPEALS


Robert A. Manzella
Chairman

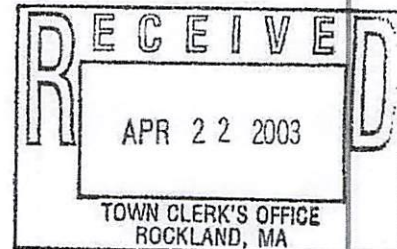


ROCKLAND ZONING BOARD OF APPEALS

242 UNION STREET

ROCKLAND, MASSACHUSETTS 02370

(781) 871-1874
(781) 871-0386 fax



A public hearing was held on April 9, 2003 at 8:00 P.M. in the H. Bernard Monahan Memorial Hearing Room, Town Hall, 242 Union Street, Rockland on the petition of **ANTHONY COLUMBUS (NICO, INC.)** of 80 Abbott Street, Braintree, MA for a Special Permit for a use subject to the approval of the Board of Appeals to allow: **the Petitioner to operate a restaurant at 323 Union Street (formerly known as Pasta LaVista)** with a beer and wine license with the intent at some future date to obtain a full liquor license.

ATTENDANCE: Robert Manzella, Anton Materna, Stanley Cleaves, Peter McDermott, Rita Howes and Associate Members James Hannigan, Barry Ashton and Gregory Tansey.

Also present was Town Counsel June S. Riddle.

MEMBERS VOTING: Robert Manzella, Anton Materna, Stanley Cleaves, Peter McDermott and Rita Howes.

DISCUSSION: The Board found that the Petitioner intends to change the name of the corporation as stated on the petition from NICO, Inc. to Tuscany, Inc. The Board heard testimony from the Petitioner that he was a chef at the Harvard Club and that his partner Dominic Collapa was the chef at Biagio's of Marshfield and that they both have taken a course for obtaining sanitation health certificates for the preparation of food as required by the Board of Health. The Petitioner also testified that they would be open for lunch and dinner Monday through Saturday. The Petitioner testified that he would be doing private functions on Sundays and some catering when needed.

The Petitioner testified that the theme of the restaurant would be Italian/Mediterranean dining.

DECISION: The Board voted to grant the Special Permit with the following conditions:

- 1). Anthony Columbus will be the Manager of the liquor license.
- 2). The Petitioner must come back to the ZBA if there is a Change in Manager, any change in use, type of license or to extend the hours of operation.
- 3). Hours of operation shall be:
Monday through Saturday: 11:00 A.M. – 1:00 A.M.
Sunday: 11:00 A.M. to 10:00 P.M.
The Board of Selectmen and the ABCC shall determine liquor hours.
- 4). Employees must be TIPS certified as well as the Manager.
- 5). The name on the liquor license will be Tuscany, Inc., d/b/a Tuscany 123.
- 6). The ZBA will review this Special Permit in one year.
- 7). Liquor license hours will be designated by the Board of Selectmen who are the licensing authority for Alcohol licenses.
- 8). The Petitioner may not sell liquor on Sundays unless authorized by the local licensing authority (Board of Selectmen) and the ABCC.
- 9). There shall be no electronic Amusement machine such as video, pinball, or the like.
- 10). Live entertainment must be contained within the premises.

VOTE ON DECISION: Mr. Materna made a motion to grant the Special Permit with conditions stated above. Mr. McDermott seconded the motion. The vote of the Board was unanimous (5-0).

REASON FOR DECISION: Upon motion duly made and seconded, the Board found that the Petitioner is seeking a Special Permit for permission to apply to the Board of Selectmen for a Wine and Malt Liquor license. The Board heard testimony that there will be entertainment (solo band/DJ). The Board found that the Petitioner needs a Special Permit because he will be serving food with alcohol in a B-1 zone. The restaurant itself, is a use by right under the permitted uses of a B-1 zone. The Board also found that the restaurant presently seats 84 patrons, 64 patrons in the main dining room and 20 patrons in the lounge area. The permit is limited to the foregoing seating capacity. The permit is limited to hours of operations from 11:00 A.M. to 1:00 A.M. seven days per week and that this establishment would be considered a family restaurant and not a sports bar. The permit is conditioned upon there being front and back entrances. The Board found that there would be parking out back as well out front for patrons together with walk-ins. The permit is conditioned upon the Petitioner meeting the sign By-law or he would have to come back before the ZBA. All deliveries shall be made through the back entrance off Webster Street and the Petitioner shall schedule deliveries so that they do not interfere with the school hours of children walking to school. The Board had some concerns about parking, but found that after other business hours, there would be plenty of parking in the surrounding area. The Board found that by granting this Special Permit with the list of conditions contained herein, it would not be a derogation of the intent of the Zoning By-law.

THIS DECISION, ALONG WITH THE CERTIFICATION FROM THE TOWN CLERK, THAT NO APPEAL HAS BEEN FILED, MUST BE RECORDED WITH THE PLYMOUTH COUNTY REGISTRY OF DEEDS PRIOR TO OBTAINING A LIQUOR LICENSE AND PROOF OF RECORDING MUST BE FILED WITH THE BOARD OF SELECTMEN.

NOTE:

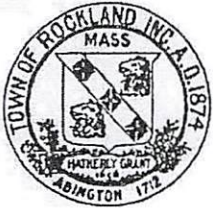
- This decision may be appealed to the District Court, Housing Court, Land Court or Superior Court pursuant to Chapter 40A, Section 17. Said appeal must be filed within twenty (20) days after this decision is filed with the Town Clerk.
- Chapter 40A, Section II, states that in part, that no variance or special permit shall take effect until the Town Clerk certifies that twenty (20) days have elapsed, and no appeal has been filed.
- This Board certifies that copies of this decision have been filed with the Planning Board as well as with the Town Clerk.

FOR THE ZONING BOARD OF APPEALS

A handwritten signature in dark ink, appearing to read 'Robert A. Manzella', is written over the printed name.

Robert A. Manzella
Chairman

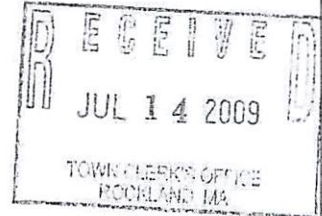
323 Union Street



ROCKLAND ZONING BOARD OF APPEALS

242 UNION STREET
ROCKLAND, MASSACHUSETTS 02370

(781) 871-1874 x175
(781) 871-0386 fax



A public hearing was held on June 30, 2009 at 7:45 P.M. in the H. Bernard Monahan Memorial Hearing Room, 242 Union Street, Rockland on the petition submitted by MESUT COSKUN and ABDULLAH TUNCEL of 1020 Pleasant Street #52, Weymouth, MA 02189 for a Special Permit for an eating establishment to serve Alcohol in a B-1 zone. The Applicants are seeking permission for an Alcohol license from the Board of Selectmen for the restaurant formerly known as **Tuscany**. The owner of the property is Michael Guarino of A&M Realty Trust, 29 Ledgebrook Road, South Weymouth, MA. The site is located at 323 Union Street and is also known as Lot #244 on the Rockland Assessor's Map #39. A copy of this application is on file in the Town Clerk's office and is available for inspection during regular office hours.

ATTENDANCE: Chairman Robert Manzella, Vice-Chairman Gregory Tansey, Anton Materna, Peter McDermott, Rita Howes and Associate Members: Alan McPhee, Stanley Cleaves and Robert Rosa. Also present was Building Commissioner/Zoning Enforcement Officer Tom Ruble. Absent was Land Use Counsel.

MEMBERS VOTING: Robert Manzella, Gregory Tansey, Anton Materna, Rita Howes and Peter McDermott.

DISCUSSION: The Petitioners came before the Board to make their presentation. Mr. Abdullah Tuncel testified that he has attended a hotel/management school in 1979 and has been in the business for about 11 years and has also worked for Royal Caribbean, Carnival cruise lines and various hotels. Mr. Mesut Coskun testified that he had worked for the cruise line in 1990, Boston hotels in 1994, resides in Boston and has managed businesses for 20-25 years. Mr. Tuncel testified that he is familiar with the Alcohol requirements and all of the employees have been TIPS certified and have had serve safe education as he is very picky about this requirement as an employer. Mr. Coskun testified that he has been TIPS trained for 2-3 years and is also serve safe. The Board asked what the hours of operation are. Mr. Coskun testified that at the present time, the business hours are 6:00 A.M. to 6:00 P.M., but when he obtains an Alcohol license, the business hours will be from 6:00

PAGE 2 – DECISION OF MESUT COSKUN and ABDULLAH TUNCCEL
JUNE 30, 2009 (Aygila)

A.M. to 1:00 A.M. Monday through Friday; 7:00 A.M. to 1:00 A.M. on Saturday and 7:00 A.M. to 12:00 Midnight on Sunday. Mr. Coskun testified that he is not sure what the Town requires for Alcohol hours, but would like at least 11:00 A.M. to 12:00 midnight. Mr. Tuncel testified that his goal in about one year is to improve the restaurant and open up the kitchen so the customers can watch the food being prepared. The Board asked about the name of the restaurant. The Petitioners testified that the name is after their daughters "Aygila". The Board asked what the story was behind the color of the canopy. Mr. Tuncel testified that as he went through Town he saw awnings in brown, blue and green and with being on a cruise ship with lifeboats being the color orange that is how he chose this color. Mr. Coskun testified that they are trying to improve the outside as well as the inside and would like the outside to look more like Newbury Street in Boston since he has lived there for a long time. The Board had concerns about parking for patrons. Mr. Tuncel testified that he thought about parking and maybe down the road – valet parking. Both Petitioners testified that they would like the Board's guidance for how to do it better. The Board asked about the Dinner Menu. Mr. Tuncel testified that the menu is International cuisine with some Mediterranean dishes too. Mr. Tuncel testified that they will also prepare most anything to fit the occasion. Mr. Coskun testified that they will even make an omelet in the evening if asked and they are striving for best breakfast on the South Shore. The Board asked if the employees would be TIPS trained. Mr. Coskun testified that he can train the employees himself. The Petitioners testified that the Manager of the Liquor license would be Mesut Coskun. Ms. O'Brien stated that she was in favor of the application and asked why the Applicant needed to come to the ZBA for a Special Permit. The Chairman stated that they needed a Special Permit for an eating establishment that will be serving Alcohol as it is stated in the Zoning By-laws.

DECISION: The Board voted to grant the Special Permit with the following conditions:

- (1) Mr. Mesut Coskun will be the Manager of the liquor license.
- (2) The Petitioner must come back to the ZBA if there is a Change in Owners, Manager, any change in use, type of license or to extend the hours of operation.
- (3) Hours of operations shall be Monday through Friday: 6:00 A.M. to 1:00 A.M. Saturday hours will be 7:00 A.M. to 1:00 A.M. and Sunday the hours will be: 7:00 A.M. to midnight.

PAGE 3 - DECISION OF MESUT COSKUN and ABDULLAH TUNCEL
JUNE 30, 2009 (Aygila)

- (4) Employees must be TIPS certified as well as the Manager.
- (5) The name on the liquor license will be Aygila
- (6) The ZBA will review this Special Permit in one year.
- (7) Liquor license hours will be designated by the Board of Selectmen who are the licensing authority for Alcohol licenses.
- (8) The Petitioner may not sell liquor on Sundays unless authorized by the local licensing authority (Board of Selectmen) and the ABCC.
- (9) The serving of or consumption of food and/or alcohol and live entertainment (ex. Solo band/DJ), if any, must be contained within the building.
- (10) All deliveries shall be made through the back entrance off of Webster Street and the Petitioner shall schedule deliveries so that they do not interfere with the school hours of the children walking to school.
- (11) If there are any parking issues, the Petitioner must come back to the ZBA.

VOTE ON DECISION: Mr. Materna made a motion to grant the Special Permit with the conditions as stated above. Ms. Howes seconded the motion. The vote of the Board was unanimous (5-0).

REASONS FOR DECISION: Upon motion duly made and seconded, the Board found that the Petitioners are seeking a Special Permit for an All Alcohol License. The Board found that the Petitioners need a Special Permit because they will be serving food with alcohol in a B-1 zone. The Board found that the restaurant itself is a use by right under the permitted uses of a B-1 zone. The Board found that the restaurant is limited to the seating capacity of 84 patrons (64 patrons in the main dining room and 20 patrons in the lounge area). The Board found that this permit is limited to the seating capacity as shown on a seating and equipment plan submitted with the application. The Board found that the restaurant will be open from 6:00 A.M. to 1:00 A.M. Monday through Friday; Saturday the hours will be 7:00 A.M. to 1:00 A.M. and Sunday's hours will be from 7:00 A.M. to 12:00 midnight. The Board found that the deliveries must be made through the back entrance off of Webster Street and the deliveries must be scheduled so that they do not interfere with school hours of children walking to and from school. The Board found that they had concerns about parking, but

PAGE 4 – DECISION OF MESUT COSKUN and ABDULLAH TUNCEL
JUNE 30, 2009 (Aygila)

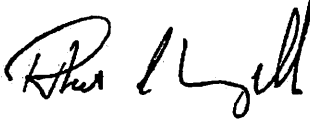
found that there would be other parking spaces available on Union Street after the closing of some of the businesses with hours of 9-5. The Board found that by granting the Special Permit with the conditions set forth by this decision would not be a derogation to the intent of the Zoning By-Laws and would be in harmony with the surrounding businesses.

THIS DECISION, ALONG WITH THE CERTIFICATION FROM THE TOWN CLERK, THAT NO APPEAL HAS BEEN FILED, MUST BE RECORDED WITH THE PLYMOUTH COUNTY REGISTRY OF DEEDS PRIOR TO OBTAINING A LIQUOR LICENSE AND PROOF OF RECORDING MUST BE FILED WITH THE BOARD OF SELECTMEN.

NOTE:

- ❖ This decision may be appealed to the District Court, Housing Court, Land Court or Superior Court pursuant to Chapter 40A, Section 17. Said appeal must be filed within twenty (20) days after this decision is filed with the Town Clerk.
- ❖ Chapter 40A, Section II, states that in part, that no variance or Special Permit shall take effect until the Town Clerk certifies that twenty (20) days have elapsed, and no appeal has been filed.
- ❖ This Board certifies that copies of this decision have been filed with the Planning Board as well as with the Town Clerk.

FOR THE ZONING BOARD OF APPEALS



Robert A. Manzella
Chairman

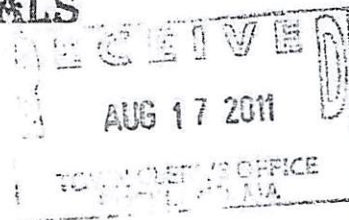


ROCKLAND ZONING BOARD OF APPEALS

242 UNION STREET
ROCKLAND, MASSACHUSETTS 02370

(781) 871-1874 x175

(781) 871-0386 fax



A public hearing was held on August 9, 2011 in the H. Bernard Monahan Memorial Hearing Room, 242 Union Street, Rockland on the petition submitted by Tres Amigos Restaurant Limited, 323 Union Street, Rockland, MA for a Special Permit for an eating establishment to serve Alcohol in a B-1 zone as per Article IV Section 415-13A.3.b. The Applicant is seeking permission for an Alcohol License from the Board of Selectmen for a Restaurant called **Tres Amigos** located at 323 Union Street. The owner of the property is Michael Guarino, Trustee of A&M Realty Trust, 29 Ledgebrook Road, South Weymouth, MA. The site is located at 323 Union Street and is also known as Lot #244 on the Rockland Assessor's Map #39. A copy of this application is on file in the Town Clerk's office and is available for inspection during regular office hours.

ATTENDANCE: Chairman Robert Manzella, Vice-Chairman Gregory Tansey, Anton Materna, Rita Howes, Peter McDermott and Associate Members Stanley Cleaves and Robert Rosa. Also present was Building Commissioner/Zoning Enforcement Officer Tom Ruble. **ABSENT:** Land Use Counsel.

MEMBERS VOTING: Robert Manzella, Gregory Tansey, Anton Materna, Rita Howes and Peter McDermott.

DISCUSSION: Attorney Robert Looney of the law firm Geogan and Geogan, Union Street, Rockland, Massachusetts and one of the three managers Manuel Vasquez came before the Board to make their presentation. Attorney Looney testified that this location is in a B-1 zone and his client is seeking a Special Permit to allow their business to go before the Board of Selectmen and then onto the ABCC if approved. Attorney Looney testified that there is no liquor being sold at this time and that the previous restaurant Aygila had been before the ZBA for a Special Permit for an Alcohol license, but turned the license back to the Board of Selectmen before the Tres Amigos started up their business. Attorney Looney testified that Mr. Vasquez's wife is in the audience and she too owns a business in Arlington, Massachusetts. Attorney Looney testified that his client is asking that the Zoning Board approve this site for a liquor license since the previous owner had an eating establishment with a liquor license and before Aygila, there was a restaurant named Tuscany 3-2-3. The Chairman asked the Applicant what the hours of operation are at this time. Attorney Looney testified that presently the hours of operation are 11:00 A.M. to 10:00 P.M. and the licensing commission (Board of Selectmen) can also have the say on the hours of operation. Attorney Looney testified that the weekend hours might change and the work week could be 7 days.

Mr. Materna stated to the Applicant that Attorney Looney mentioned the site, but isn't the Applicant going for the permit. Attorney Looney testified that they need a Special Permit for the restaurant being in a B-1 zone and the Special Permit goes with the Applicant. Mr. Materna asked why did the Applicant choose Rockland when they have another place in Arlington? Attorney Looney testified that they looked at this community as there use to be a restaurant called Carmen's in Abington and they moved to E. Bridgewater and the Applicants wanted a decent Mexican restaurant in town. Mr. Materna asked if the Applicant was TIPS certified. Attorney Looney testified that Manuel is TIPS certified together with several other employees.

Mr. Tansey asked the Applicant if there was going to be live entertainment (music). Manuel Vasquez testified that one person plays a guitar. Attorney Looney testified that this is a restaurant.

Ms. Howes asked about the parking. Attorney Looney testified that there is parking out front and also in back of the restaurant and the parking should be the same as the previous owners.

Mr. McDermott asked the Applicant if the license went back to the Board of Selectmen, whose license became available for you to apply for an all Alcohol license. Attorney Looney testified that he believes it the license for Aygila which was turned in several months ago. Mr. McDermott asked the Applicant if this restaurant was only going to serve Mexican food. The Applicant testified that he would also like to serve an American brunch around 11:00 A.M. Mr. McDermott asked Attorney Looney how long it would take for the approval of the liquor license. Attorney Looney testified that he had to come before the ZBA first, and once approved by the Board, he needed to go before the Board of Selectmen, and upon their approval, then this would go to the ABCC for final approval.

Mr. Cleaves asked the Applicant how many employees he would have working for them. Mr. Vasquez testified that he has 5 employees at this time. Mr. Cleaves asked about the liquor deliveries and whether they would be delivered in the back or out front. Mr. Vasquez testified that they would be done out front. Attorney Looney testified that they would be done the same way as the previous tenants had deliveries made. Mr. Cleaves stated that those deliveries were done out by the back door. The Chairman read the old decision for Aygila and stated that all deliveries were done in the back of the restaurant. Attorney Looney at this time testified that his client misunderstood what was being asked with regards to the deliveries.

Attorney Looney testified that Manuel Vasquez is one of the three owners and Maria Cervantes will be the Manager.

The Chairman at this time read over the list of conditions the previous owner Aygila had to Attorney Looney and Manuel Vasquez. Attorney Looney testified that he and his client will agree to those conditions just read.

The Chairman asked if there was anyone in favor or against this petition and read the 20 day appeal process to the Applicant and his Attorney.

Ms. Howes made a motion to deliberate on this petition at this time before the next hearing. Mr. Materna seconded the motion. The vote of the Board was unanimous 5-0.

DELIBERATION: Ms. Howes stated that she did not have any problems with the previous restaurant at this location with regards to parking issues. Mr. McDermott stated he would like a condition that receptacles are to be placed outside for smokers and/or trash. Ms. Howes stated that she would like a condition that the front area of the restaurant is to be cleaned up before closing. Mr. Materna stated that he thinks this type of restaurant will be a great asset for Union Street together with the serving of alcohol. Mr. McDermott stated that it is hard to run a restaurant without a liquor license.

DECISION: The Board voted to grant the Special Permit with the following conditions:

- 1). *Ms. Maria Cervantes will be the Manager of the liquor license.*
- 2). The Petitioner must come back to the ZBA if there is a Change in Ownership, any change in use, type of license or to extend the hours of operation.
- 3). Hours of operation shall be Monday through Friday: 6:00 A.M. to 1:00 A.M. Saturday hours shall be 7:00 A.M. to 1:00 A.M. and Sunday the hours shall be 7:00 A.M. to midnight.
- 4). Employees must be TIPS certified as well as the Manager.
- 5). *The name on the liquor license will be Tres Amigos Restaurant Limited.*
- 6). The ZBA will review this Special Permit in one year.
- 7). The liquor license hours will be designated by the Board of Selectmen who are the licensing authority for Alcohol licenses.
- 8). The Petitioner may not sell liquor on Sundays unless authorized by the local licensing authority (Board of Selectmen) and the ABCC.
- 9). The serving of or consumption of food and/or alcohol and live entertainment (ex. Solo band/DJ), if any, must be contained within the building.

- 10). All deliveries shall be made through the back entrance off of Webster Street and the Petitioner shall schedule deliveries so that they do not interfere with the school hours of the children walking to and from school.
- 11). If there are any parking issues, the Petitioner must come back to the Zoning Board.
- 12). A self extinguishing smoker's receptacle shall be placed outside for the patron's use as they enter the restaurant and shall be maintained as per manufacturer's recommendations.
- 13). A trash receptacle shall be placed outside by the front entrance to the restaurant.
- 14). The front outside area of the restaurant is to be cleaned up before closing.

VOTE ON DECISION: Ms. Howes made a motion to grant the Special Permit with the list of conditions 1-14 as stated above. Mr. McDermott seconded the motion. The vote of the Board was unanimous (5-0).

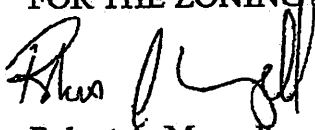
REASONS FOR DECISION: Upon motion duly made and seconded, the Board found that the Tres Amigos Restaurant Limited is seeking a Special Permit for an All Alcohol License. The Board found that the Applicant needs a Special Permit because they will be serving alcohol with food in a B-1 zone. The Board found that the restaurant itself is a use by right under the permitted uses of a B-1 zone. The Board found that the restaurant has a main dining room with a lounge area. The Board found that the restaurant hours of operation shall be Monday through Friday: between 6:00 A.M. to 1:00 A.M.; Saturday hours shall be between 7:00 A.M. to 1:00 A.M. and the Sunday hours shall be between 7:00 A.M. to midnight. The Board found that the deliveries must be made through the back entrance of the restaurant off of Webster Street and the deliveries must be scheduled so that they do not interfere with the school hours of children walking to and from school. The Board found that there will be ample parking spaces available on Union Street especially after the closing of some of the surrounding businesses whose hours are 9-5. The Board found that by granting the Special Permit with the conditions set forth by this decision would not be a derogation to the intent of the Zoning By-Laws and would be in harmony with the surrounding businesses.

THIS DECISION, ALONG WITH THE CERTIFICATION FROM THE TOWN CLERK, THAT NO APPEAL HAS BEEN FILED, MUST BE RECORDED WITH THE PLYMOUTH COUNTY REGISTRY OF DEEDS PRIOR TO OBTAINING A LIQUOR LICENSE AND PROOF OF RECORDING MUST BE FILED WITH THE BOARD OF SELECTMEN.

NOTE:

- ❖ This decision may be appealed to the District Court, Housing Court, Land Court or Superior Court pursuant to Chapter 40A, Section 17. Said appeal must be filed within twenty (20) days after this decision is filed with the Town Clerk.
- ❖ Chapter 40A, Section 11, states that in part, that no variance or Special Permit shall take effect until the Town Clerk certifies that twenty (20) days have elapsed, and no appeal has been filed.
- ❖ This Board certifies that copies of this decision have been filed with the Planning Board as well as with the Town Clerk.

FOR THE ZONING BOARD OF APPEALS


Robert A. Manzella
Chairman