

COMMONWEALTH OF MASSACHUSETTS

CITY OF CAMBRIDGE

IN RE: LICENSE COMMISSION GENERAL HEARINGS

LICENSE COMMISSION BOARD MEMBERS:

Richard V. Scali, Chairman
Robert C. Haas, Police Commissioner
Gerard Mahoney, Deputy Chief

STAFF:

Elizabeth Y. Lint, Executive Officer

- held at -

Michael J. Lombardi Municipal Building
831 Massachusetts Avenue
Basement Conference Room
Cambridge, Massachusetts 02139
Tuesday, September 21, 2010
6:05 p.m.

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P R O C E E D I N G S

MS. LINT: License Commission General Hearing, Tuesday, September 21, 2010. It's 6:05 p.m. We're in the Michael J. Lombardi Municipal Building, 831 Massachusetts Avenue, Basement Conference Room. Before you the Commissioners: Chairman Richard Scali, Commissioner Robert Haas, and Deputy Chief Gerard Mahoney.

If anyone is here for The Western Front matter, that has been continued. We have not picked a date. I don't know what your plan is.

MR. SCALI: Sometime in October, probably.

MS. LINT: We were waiting to hear from the officers what was best for them.

MR. SCALI: Is anybody here on the Western Front? No hands.

MS. LINT: Application: Catalyst Restaurant, LLC d/b/a Catalyst, William Kovel, Manager, has applied for an All Alcoholic Beverages as a Restaurant license at 300 Technology Square. Proposed hours of operation are 7:00 a.m. to 1:00 a.m. seven days per week with alcohol sales starting after 8:00 a.m. Monday through Saturday, and after 10:00 a.m. on Sundays. The proposed capacity is 284 seats with an additional 16 standing inside, and an outdoor seasonal patio on private property with 44 seats. Applicant is also applying for an Entertainment license to include audiotape machine/CD, which may play music below, at, or above conversation level; six TVs; two radios; one compact disc.

MR. SCALI: Good evening.

MR. RAFFERTY: Good evening
Mr. Chairman, members of the Commission. For the record, my name is James Rafferty. I'm an attorney with the law firm of Adams and Rafferty, located at 130 Bishop Allen Drive in Cambridge, appearing this evening on behalf of the licensee, Catalyst

Restaurant, LLC. Seated to my right is Mr. William Kovel, K-O-V-E-L. Mr. Kovel is the proposed manager and the principal of the LLC.

This is an application that seeks an All Alcoholic Beverage license to be issued in a building known as 300 Technology Square. The Commission might recall that it's the building on the map where the star is. It's that stretch of Main Street; it's the Main Street side of Technology Square. It abuts the green, the green common there at Technology Square. It is perhaps best known to the License Commission as the former location of Polcari's Restaurant. You recall that Polcari's operated there for I'll estimate a good one or two years. They had a full-service license. It's a significantly sized space. It's a big space, a large floor area, significant volume in terms of the floor to ceiling height.

It has been vacant and unused now since the departure of Polcari's a few years ago. The landlord has been looking closely at trying to identify an appropriate restaurateur for that

location, one who could succeed with some of the challenges there. As you know, that stretch of Main Street is not known for active uses in the evening. There is a notable exception a block of two up at Legal Seafood, I'm sure the Commission knows, but there have been some other unsuccessful efforts.

The exciting news is by working with a restaurant consultant, Michael Staub and Associates, the landlord was able to identify Mr. Kovel. Mr. Kovel really has a very distinguished background and track record in the foodservice industry. He most recently served as the executive chef at the Aujord Hui Restaurant located in the Four Seasons in Boston. I know perhaps the Deputy and the Commissioner aren't familiar with it, but Mr. Scali was a regular and he can attest to the high caliber.

MR. SCALI: You're very mistaken Mr. Rafferty but that's okay.

MR. RAFFERTY: Mr. Kovel says there was a standing reservation on Saturday night for a

Scali. Maybe one of your other relatives.

MR. SCALI: Had to be a different Scali then for sure.

MR. RAFFERTY: At any rate, Mr. Kovel has worked in some of the finest restaurants in Boston and San Francisco. He was at Radius for a while, Mr. Schlau's restaurant, and he was also out in San Francisco. He really brings a very accomplished background in the foodservice and restaurant industry.

This location is exciting to him because it is going to really allow him to do two things here. The main portion of the restaurant will be a conventional sized restaurant with dining rooms, lounge, and a bar. But given the size of the space, he has turned the back portion of the space into private dining or what's being called a conference center. I'm going to pass you the floor plan.

The good news from the landlord's perspective is that the occupancy rate of Technology Square is nearly 100 percent. The life

science industry is occupying most of those buildings and other commercial interests. Main Street on the opposite side with MIT is fully built out with the Brain and Cognitive Center, and the Stata Center, so there's lots of activity there.

The challenge from a restaurateur's perspective as explained to me by Mr. Kovel is how to really utilize all the space. So the back space is probably an expansion on the notion of private dining. I think it feels more akin to that space at the Charles Hotel, the pavilion space next-door which can accommodate a range of meetings.

So it could be that a tenant in the building might choose to have a lecture there or presentation and Mr. Kovel would provide foodservice for that. It's all part of the license premises. That backspace could do a number of things. It really lends itself to a range of functions and the floor plan contemplates seating in a couple of different configurations just as you would anticipate a function room at a hotel. Based on the needs of a particular event it can be set up

in a variety of ways. So that's more of a flex-space, function style space, but it really is an effective use of the space. The space fronts onto the green area. It's all glass there looking out onto that green area.

MR. SCALI: So it's not a function room; it's like a conference room area where you can take the tables out if you need to for a function. Or, is it just more of a sit down meeting type space?

MR. RAFFERTY: I think it's intended to be all of the above. The notion is it probably feels like a -- Mr. Kovel probably wants to speak. It probably feels more like a hotel style room which can be broken up into various configurations and sizes, and in this setting it really can accommodate the needs of the tenants of Technology Square as well as any member of the public. So a private affair, a party, a function, but it is intended to have that level of flexibility that one would associate more with a ballroom or a function room.

MR. SCALI: Is it breakfast, lunch, and dinner, or just lunch and dinner?

MR. RAFFERTY: The main restaurant is lunch and dinner. The function space could accommodate into the early evening. So if someone had a breakfast meeting and a presentation, Mr. Kovel's intention would be to provide breakfast space.

There's also a request -- the expectation and intention is to operate brunch here on Sundays. I advised Mr. Kovel of the recent by the License Commission of the policy approved by the Legislature to allow for the 10:00 a.m. Bloody Mary.

MR. SCALI: So 284 seats, 16 standing, and the private patio for 44 seats. So the private patio is on the green side? No, it's on the other side.

MR. RAFFERTY: No, the private patio is really on the street side. It's roughly in the same location. But it is on private property because the public sidewalk doesn't begin until you

get much closer to the curbside. I think the public sidewalk in that location is about 15 feet wide. This is still on the private side of the patio.

MR. SCALI: Will there be a barrier around there?

MR. RAFFERTY: Yes, very similar to -- I think Polcari's had it nearly in the same location and configuration. The building has a bit of dogleg on the front here so it's in that notch that the space can easily accommodate dining. It's easy access into the restaurant and can be easily seen by the wait staff and others in the restaurant.

MR. SCALI: Questions?

MR. HAAS: No questions.

MR. MAHONEY: No questions.

MR. SCALI: Comments from the public at all? No hands.

So no live music, no live entertainment, nothing like that?

MR. KOVEL: No.

MR. SCALI: Comments?

MR. MAHONEY: No.

MR. SCALI: Mrs. Lint, anything?

MS. LINT: No.

MR. SCALI: Pleasure of the
Commissioners?

MR. HAAS: So you are applying for a
free license; right?

MR. SCALI: A new license.

MR. RAFFERTY: It's a new license.

MR. SCALI: The fee is higher though.

MR. RAFFERTY: I suppose if it's free,
it's the only thing free in this venture from
Mr. Kovel's perspective. The buildout here is
north of \$2 million as included in the application
filing. The space is raw now. So it is a non-
capped area, and as such it would be eligible for a
no value license, so yes, as was done in the case
of Polcari's. It's not a transfer application but
we would look for a no value.

MR. SCALI: Non-transferable.

MR. RAFFERTY: Non-transferable, non-

pledgable, and Mr. Kovel is aware of that limitation.

I know the Commission knows it has been a significant period of time without being occupied and that's a reflection of the landlord really knowing from experience that it's important that it has to be the right concept, it has to have the right person able to execute it. So this really meets - it's very consistent.

The landlord was very attuned to what the City's interest was: an establishment with a strong emphasis on dining but with the ability to enliven that location. And I think everyone associated from the applicant's side is excited about the opportunity that this provides and are eager to hopefully gain the approval of the Commission. Mr. Kovel is in the midst of beginning the early stages of gathering a staff, preparing a budget, construction, layouts and all that. So the sooner he's able to understand -- and everything of course is contingent upon the license. Without the license nothing will happen here.

MR. SCALI: What is the opening date plan?

MR. KOVEL: March 15.

MR. RAFFERTY: That would presume a vote tonight; that's how tight the schedule is. No, it's just that we have built into the schedule the need -- there's an ABCC -- as the Commission well knows, there's the ABCC approval period, and the construction won't commence until after the ABCC approval. So if all goes well the hope here is that in the latter part of this calendar year construction could begin. So the sooner construction can begin, the sooner the deadline can be met.

MR. SCALI: Do you have a lease that's already signed?

MR. RAFFERTY: We do, and the landlord's representatives are here this evening from Alexandria Real Estate.

UNIDENTIFIED SPEAKER: It's not really signed.

MR. RAFFERTY: The letter of intent is

signed.

MR. SCALI: SO you're not paying any rent yet?

MR. RAFFERTY: No, no. Like most leases of this ilk, given the level of the buildout there will be a period of the rent, but the sooner we can start. . .

MR. SCALI: Comments, discussion?

MR. HAAS: No comments.

MR. MAHONEY: No.

MR. SCALI: Motion.

MR. HAAS: Motion to approve.

MR. SCALI: Motion to approve, moved.

MR. MAHONEY: Second.

MR. SCALI: All in favor?

MR. HAAS: Aye.

MR. MAHONEY: Aye.

MR. SCALI: So that's a no value, non-transferable 1:00 a.m. license. We require all staff and management to go through the 21-Proof training with Frank Connolly at the Prevention Coalition. With the entertainment as applied for

and the patio as applied for. Did I miss anything?

MS. LINT: I don't think so.

MR. RAFFERTY: Would that include the 10:00 a.m. start? I think maybe at the time we filed the application --

MR. SCALI: Yes. We actually did approve that at our last hearing so the 10:00 a.m. is the brunch time.

MR. HAAS: So we don't have to vote on that then?

MR. SCALI: We already voted on that.

MR. HAAS: But I thought it was by premise.

MR. SCALI: Case by case, you're right. So you do have to vote on it, yes.

I would make a motion then that we would allow the 10:00 a.m.

MR. RAFFERTY: The hours would include 10:00 a.m. on Sunday mornings.

MS. LINT: The hours as applied for.

MR. RAFFERTY: Something tells me that at the time we applied the policy had not yet been

adopted. So we would request the ability to amend at this hearing the 10:00 a.m.

MR. SCALI: It's actually here.

MR. RAFFERTY: Why do I doubt myself?

MR. SCALI: Do you want to vote on the 10:00 a.m.?

MR. HAAS: If it's already incorporated, it's all right.

MR. SCALI: Good luck.

MS. LINT: Application: Area Four Operating, LLC, d/b/a Area Four, Michael Leviton, Manager, has applied for an All Alcoholic Beverages as a Restaurant license at 500 Technology Square. Proposed hours of operation are 7:00 a.m. to 2:00 a.m. seven days per week with alcohol sales starting after 8:00 a.m. Monday through Saturday, and after 10:00 a.m. on Sundays. The proposed seating capacity is 125. Applicant is also applying for an Entertainment license to include: audiotape machine/CD, which may play music below, at, or above conversation level.

MR. SCALI: Area Four?

MR. RAFFERTY: My apologies, gentlemen. It appears at the moment that Mr. Leviton has not yet arrived. He is coming from Newton. I spoke with him today and I apologize.

MR. SCALI: Second call.

MR. RAFFERTY: Thank you.

MS. LINT: Application: Olivraquel, Inc. d/b/a as Atasca, Maria C. Cerqueira, Manager, holder of an All Alcoholic Beverages as a Restaurant license at 50 Hampshire Street has applied for a change of premises description to increase the seasonal seating capacity on the private patio from 20 seats to 40 seats. The inside seating capacity will remain at 74.

MR. SCALI: Good evening.
Mr. Rafferty here again.

MR. RAFFERTY: Good evening, James Rafferty. Give your name.

MR. CERQUEIRA: Joseph Cerqueira, the owner of Atasca restaurant, C-E-R-Q-U-E-I-R-A.

MR. SCALI: Nice to see you. So this is just to increase the patio by 20 seats, which is out there already by seats being taken from the inside, outside. Is the issue the Zoning change?

MR. RAFFERTY: Right. There were two issues here. The patio is entirely on private property. At the time the restaurant was originally approved, I don't think the thinking was

as enlightened as it is now as to the benefit of patio seating, and there was a concern that there not be disruption with the surrounding residents. So wisely, as is always the case, the Commission said you can have 20 seats but the 20 have to come from the outside. The space is very generous. It's beautifully landscaped.

MR. SCALI: From the inside.

MR. RAFFERTY: From the inside. So this request involves two things. One is to allow for the patio increase to go from 20 to 40, still all on private property; and to no longer require that there be a corresponding reduction on the interior seating when the patio seating is occurring. Basically it would have no impact during the non-patio season. The capacity of the restaurant would remain as it is now, the interior of the restaurant, but during the patio dining season it would be increased from 20 to 40, and no change in the interior dining room when that was occurring.

MR. SCALI: Abutter notifications?

MS. LINT: Yes.

MR. SCALI: Does anybody from the public want to be heard on this matter? No hands.

MS. LINT: I have a letter of support from Councilor Toomey who says, "The patio at Atasca can easily accommodate the additional seasonal seating. The owners take great care of their patio. It enhances the atmosphere for passersby as well as for patrons."

MR. SCALI: And that's in line with our support of patios in the city and encouraging use of the space to enhance the business and enhance the people's attraction to the restaurants in the area. So I don't have a problem with that. Questions?

MR. HAAS: No questions.

MR. MAHONEY: None.

MR. SCALI: Motion.

MR. HAAS: Motion to approve.

MR. SCALI: Moved.

MR. MAHONEY: Second.

MR. SCALI: All in favor?

MR. HAAS: Aye.

MR. MAHONEY: Aye.

MR. SCALI: Good luck.

MS. LINT: Application: Bourbon Lesley, LLC, d/b/a Bourbon Coffee, Stacy Manley, Manager, has applied for a Common Victualer license to be exercised at 1815 Massachusetts Avenue. Said license, if granted, would allow food and non-alcoholic beverages to be sold, served, and consumed on said premises with a seating capacity of 60 and a total occupancy of 108. Hours of operation will be 6:00 a.m. to 10:00 p.m. seven days per week.

MR. SCALI: Good evening.

MR. HOPE: Good evening Mr. Chair, members of the Commission. Attorney Sean Hope, 130 Bishop Allen Drive. Tonight I have with me Mr. Bosca Monga; he's the manager of Bourbon Lesley, LLC. We're here tonight requesting a CV application in the Porter Exchange Building.

Mr. Monga can speak more about Bourbon Coffee's history in Africa, Europe, and now in North America with stores in DC. I brought copies of the floor plan and also the menu.

MR. SCALI: Mr. Monga, are you the

owner? What is your position with the company?

MR. MONGA: I'm the CEO of the company. Our model is to be the neighborhood coffee show, so we will in time hire locally because we believe it is best to work with those who live in this community as we grow. Initially, we have a team coming out of Washington, DC that will help to start off the store. They're the first hires that we have here. And then just grow within the neighborhood itself.

MR. SCALI: Were you involved in the original up the street at Marino's, that location?

MR. MONGA: Yes, sir.

MR. SCALI: And that didn't work out for you. So this is a kind of a reduction of what your original plan was, and you're going to be focusing on a smaller menu with the coffee, which is what your original concept is; am I right?

MR. MONGA: Yes. Our original concept was really crop to cup. Our model is to -- we are working to alleviate rural poverty in the coffee sector by sourcing coffee directly and presenting

it on a retail basis. What we wanted to do was initially -- we were rather ambitious of wanting to have a roaster and having a big bakery. As we -- both the economy and our understanding is we are still as ambitious but we will be gradual with our plans, and we thought it was best to have a presence with a small store and let the neighborhood get to be aware and know us. And in time, over the years maybe go back to wanting to actually wanting to roast and distribute all over this beautiful city.

MR. SCALI: What was there beforehand? Do you know what was there?

MR. HOPE: It was a bank. There actually wasn't a CV license and that location so this would be introducing that to that spot.

MR. MAHONEY: Is this where Citibank was located in that building?

MR. SMITH: It's the Gap.

MR. RAFFERTY: This is George Smith of Lesley. He represents the landlord.

MR. SMITH: It was the Gap.

MR. SCALI: Tell us your name again for the record.

MR. SMITH: George Smith of Lesley University.

MR. SCALI: Is this in keeping with the number of seats we have in that building? I know we have a limit on the number of seats for the Porter Exchange Building per the agreement that was done many years ago.

MR. RAFFERTY: Right. We have provided Ms. Lint with a request with regard to that agreement. There are according to Mr. Smith's calculations, there are 12 non-alcohol seats remaining under this cap. It's a unique building as I'm sure some Commission members may know in that it has a cap on the number of non-alcohol seats as well as alcohol seats. I frankly think that was from a different era with a different thinking as to how it might be used. It was originally seen as a different type of building. It's been owned now by Lesley University for more than a --

MR. SMITH: Since 1994.

MR. RAFFERTY: So they inherited that agreement. Lesley has been involved extensively with neighborhood negotiations around some development in that section, and the very strong message from City Planning and neighbors are that the ground floor uses of this building really should serve the larger community, not merely the Lesley community.

In fact, there was a little bit of a mild disagreement when a Japanese market went out and Lesley's bookstore expanded. It was suggested that that was not consistent with that theme. So this is an approach that is consistent with that theme.

It has been an empty space now for?

MR. SMITH: About two years.

MR. RAFFERTY: So it is a blank hole on that wall on Mass. Avenue. This is an opportunity in Lesley's view to really serve the public at that location and be responsive to the issues. But based on this policy, I don't know

that I would call it a "cap," because I don't know how one breaks a non-alcohol cap. It's a different kind of an animal.

MR. SCALI: I happen to have been here way back then. As I recall, it had something to do with the number of parking spaces in the garage, and it was my recollection that there was some equation that was calculated to have less of a burden on the neighborhood for parking.

MR. RAFFERTY: I think that's true. The occupancy of the building now by Lesley has a lot more -- it was going to be a far more of a retail style destination with more traffic coming and going. A good portion of the population that this would serve are already in the building: Lesley offices, Lesley students, and administrators. So there is no shortage of parking. In fact, there are three surface parking lots that serve the building, two across the street and one in the rear. So it is adequately supplied from a parking perspective, and of course, it sits within a couple of yards of rapid transit at the

Porter Square T stop.

MR. SCALI: Did Zoning sign off on this?

MS. LINT: Yeah. There's a BZA case as well.

MR. RAFFERTY: On the fast food side of it, which has been approved. Mr. Hope ably represented the applicant before the BZA.

MR. SCALI: Was there neighborhood opposition at all?

MR. HOPE: No.

MR. RAFFERTY: No, no. Mr. Hope never encounters neighborhood opposition. That's why he's handling all the Zoning cases at our office these days.

MR. SCALI: Is there an appeal period that still needs to happen?

MR. HOPE: No. It's expired and it has been recorded.

MR. SCALI: So you want 60 seats but 108 occupancy, so does that mean people standing?

MR. HOPE: Yes.

MR. SCALI: Or is it just 60 seats?

MR. HOPE: It's actually 53 seats and then there are seven booths, and the booths have -- there are three booths but seven seats around those, so there's a total of 60. The remaining 48 would be customer overflow. You can see from the floor plan that they would allow a queuing to the register and out.

MR. RAFFERTY: The take-out portion like a Starbucks.

MR. HOPE: There was a fast order special permit at the BZA because of the ratio between tables and seating space.

MR. SCALI: So it's a total of 60 seats with the booths and all the other seats?

MR. HOPE: Yes.

MR. SCALI: And then another 48 people in line or standing around just to get to the fast food.

MR. HOPE: Yes.

MR. SCALI: So really it's 108, not -- you're asking for more than 48; right, occupancy?

MS. LINT: The application is for 108.

MR. SCALI: But he said there's only 12 seats that are available under the agreement; right?

MS. LINT: Right.

MR. RAFFERTY: The others aren't seats. I think it was a guesstimate as to what would at peak morning hours, what's the likely number of people standing there and how do you reconcile occupancy and capacity. When people are waiting to place an order to go, and under the fast food nature of this use and the special permit, that's permitted, how do you estimate what could it look like on a full day? I think there was also some thinking that the better way to do this was to err on the side of caution. I think it was a calculation provided by the architect as to what the floor area for the waiting area could accommodate.

MR. HOPE: And the foot traffic on that corner on Mass. Ave. with the rapid transit that Mr. Rafferty pointed out.

MR. SCALI: Questions?

MR. HAAS: How many service stations do you have for walk-in traffic?

MR. MONGA: We have two barrister stations.

MR. HAAS: So you think two stations are going to accommodate 48 people coming and going?

MR. MONGA: Actually the nature of espresso coffee is very quick. We've been working in New York, which is way much busier and even the busiest Starbucks only has two stations.

MR. HAAS: If I remember correctly, part of your concern for the Marino property was that it was too large of a space for you to accommodate the kind of business you're doing. I'm looking at your limited menu. So I'm just wondering, let's say for the sake of argument you're at full capacity, I'm just trying to figure out how you would effectively be able to service that number of people.

MR. RAFFERTY: We may have done a

disservice with that number. The seating is for 60, and the thinking was what if there was a flood of people standing there, the occupancy ought to reflect what the floor would carry.

MR. HAAS: I'm just trying to figure how you would effectively service that number of people with two service stations or two registers.

MR. RAFFERTY: They wait a lot; I think it's a problem. I'm trying to think of a coffee shop along Mass. Ave. where 48 people wait. I think the market forces -- you go elsewhere. If there are 42 people ahead of you, I'm guessing you're going to go elsewhere.

MR. HAAS: I'm just trying to figure how realistic -- especially in light of the fact that there's already a cap.

MR. SCALI: Just wondering if that's what you really need. Do you really need 48 people standing?

MR. RAFFERTY: We relied upon an architect to do a building code calculation. I'm sure the Deputy knows there's three feet for every

standing or something. So he looked at the waiting area and said the building code will let you have x-number of people standing there. But it's not like -- I think it's a misleading number and probably an unnecessary number.

MR. SCALI: Maybe we need a more appropriate number. We have other examples in the City where people objected, and no one is objecting that I know of here, in terms of the number of people waiting which causes an overflow out to the street. Therefore, and I'm not sure if this is going to happen here, but there are people who have those issues in other locations.

MR. RAFFERTY: Yes, I've been present for those deliberations.

I think the number is actually misleading and we would like to suggest it could be cut in half. It was just a function of saying how many people could fit in the space. People tend to wait only in the morning rush in this business, so the menu that you're seeing there is intended to go all day.

MR. HAAS: The only thing I have a reservation about is that, and as you pointed out, Mr. Rafferty, there is an oddity about the fact that they put a cap on non-alcoholic seats, and then all of a sudden you're going to jump from what's a very limited number to a very expansive number. So I'm just wondering if we're kind of sticking our finger in the eye of whoever decided that they needed to put those caps in place in the first place.

MR. RAFFERTY: Oh, those eyes have been shut for a long time. I wouldn't worry about sticking any fingers in those eyes.

MR. SCALI: There's a couple of eyes that are still here from back then.

MR. RAFFERTY: I think the reality is that anytime we do a CV license -- I can't recall the last time -- we just did another coffee -- I hesitate to use these competitors but there's this other coffee place on Memorial Drive in here a week ago and we talked about seating, I don't ever recall us spending, the Commission, a great deal of

time on how many people will be standing and waiting to be served.

MR. SCALI: I think it's because there's already an agreement in that building. We, therefore, have to do away with the agreement or amend the agreement or case-by-case pick what we're going to do or not do. I'm not sure what is the best way to handle it.

MR. RAFFERTY: And Ms. Lint was very kind today to review those options with us. It seems that one of the things would be to request an excedence under the cap.

MR. SCALI: I'm sure things have changed in 20 years, I know that.

MR. RAFFERTY: I think it's probably closer to 30 years on that agreement.

MR. SCALI: '89.

MS. LINT: If I could suggest, perhaps we continue it to the next agenda to take into consideration the letter from George Smith, and to consider amending the agreement, which is what we did with the One Kendall Square, and taking into

consideration the changes in the area and all of that.

MR. RAFFERTY: The next agenda is?

MR. SCALI: October 12, I think it is.

MS. LINT: Yes.

MR. SCALI: I think we have to decide as a board whether we're going to say, all right, the agreement doesn't make any sense anymore. You know, I don't think we have anything against Bourbon Coffee in terms of them being there. It sounds like it will be a great venture.

MR. RAFFERTY: Are you not having one of those Decision meeting in the near future?

MR. SCALI: Next Thursday, the 30th.

MR. RAFFERTY: Would this be an appropriate matter to be discussed in that setting?

MS. LINT: We would have to advertise amending the agreement.

MR. RAFFERTY: Okay. That's the issue.

MR. SCALI: I think it's more a legal -- I don't want to say formality, but I guess we

need to decide as a board what we're going to do. And maybe that the agreement just doesn't make sense anymore and maybe that it's just -- the issues that happened in '87, are no longer here.

MR. RAFFERTY: And maybe we need to examine the occupancy number on the application as well.

MR. SCALI: I think we have no trouble with Bourbon being there and the number of seats eventually being there, but we need to get through the legal process of doing that.

MR. RAFFERTY: I know you come in from Washington. Would it be possible for his appearance to not be necessary at the next meeting?

MR. SCALI: I don't think we need to have Mr. Monga here.

MR. HAAS: I don't think we have a problem with the concept.

MR. RAFFERTY: Just work out the numbers.

MR. MONGA: The assumption is that it will end up being more than 12.

MR. SCALI: That we know. Then there wouldn't be any legal issue at all in terms of the agreement. I'm sure we can come to some conclusion. It's just a matter of how we get there.

MR. HAAS: So this is not built out yet; right? I'm assuming it's all open space at this point.

MR. SMITH: It's raw space at the moment.

MR. MAHONEY: On this rendering, how many seats does this -- are all the 60 seats reflected on this architectural drawing?

MR. MONGA: We were working with around -- I would have to be specific with the architect, but I know initially the landlord had asked us to work with a little less of a number.

MR. SMITH: I think when I counted this, I went through and counted them, there are 60 seats there the way that I counted them. That's what's shown.

MR. RAFFERTY: Was there a concern as

to whether they --

MR. SCALI: Whether the actual plan accurately reflected the 60 seats; that's what we just needed to make sure.

MR. RAFFERTY: We could verify that.

MR. SCALI: There a couple of big round table there that would accommodate more.

MR. MONGA: It was meant to have 60 seats but I will confirm that with the architect.

MR. SCALI: Why don't we continue until October 12? You can speak with Ms. Lint about the agreement and what you might suggest the solution to that, and then come up with a real number of what you want for standing and seating that you think you'll really want to stick to.

Are the ads already out for October 12? It may be kind of tight.

MS. LINT: We can get one in.

MR. SCALI: Does anybody from the public want to be heard on this matter? No hands Motion to continue to October 12.

MR. HAAS: Motion.

MR. MAHONEY: Second.

MR. SCALI: And we'll re-advertise on the agreement and the number of seats and standing, moved and seconded. All in favor?

MR. HAAS: Aye.

MR. HAAS: Aye.

MS. LINT: Application: Greek American Political Club of Mass., Inc., Nicholas Dalamangas, Manager, holder of an All Alcoholic Beverages as a Restaurant license at 288 Green Street has applied to extend their closing hour to 2:00 a.m. on Thursdays, Fridays, Saturdays, and the night before a legal holiday.

MR. SCALI: Good evening Mr. Goldberg.

MR. GOLDBERG: Good evening Mr. Scali, members of the Commission. Bernard Goldberg, 620 Massachusetts Avenue, Cambridge. Arfas (phonetic), give them your name, please.

MR. BIKOPOLIS: Arfanathios Bikopolis (phonetic), 252 Union Street, Millis, Mass.

MR. GOLDBERG: And your position?

MR. BIKOPOLIS: Secretary.

MR. SCALI: A little while ago, you went from a Club license to a Restaurant license because you were having members of the public come in, you had functions and events. So that is still continuing; right?

MR. GOLDBERG: Yes.

MR. SCALI: And the club is still one level?

MR. GOLDBERG: On the first level, if you will, and on the second-floor the License Commission gave an All Alcoholic Beverage license, yes.

MR. SCALI: So you have a 1:00 a.m. now.

MR. GOLDBERG: A 1:00 a.m. now, and I believe at the time we appeared before the Board, we requested a 2:00 but you said that there has to be a history, and it's been a history for about almost two years now.

MR. SCALI: Is it that long? Wow. I thought you would have been here sooner.

MR. BIKOPOLIS: Well, we didn't want to push it.

MR. SCALI: What kind of events are you having there now?

MR. BIKOPOLIS: It's still the Salsa. Lessons are first and then a little dancing after that.

MR. SCALI: Is that every --

MR. BIKOPOLIS: Friday and Saturday.

MR. SCALI: So you want Thursday, Friday, Saturday, and the night before a holiday, which is what we normally do for anybody with a 2:00 a.m.

MR. GOLDBERG: On the second-floor there is an emergency exit on the rear only for emergency purposes, so they would leave the premises onto Green Street. With regard to the first-floor, the club has told everybody that they're not allowed to leave from the rear entrance, which is also an emergency entrance. And they therefore would leave from Green Street as well.

The club membership is limited to that extent with the advent of time so that they do have functions on Friday and Saturday nights for the club members only, whereas, upstairs it's a different procedure.

MR. SCALI: It's one license for both floors; right?

MR. GOLDBERG: That's right.

MR. SCALI: So the club still has their own events on the first-floor and you have public events on the second-floor.

MR. GOLDBERG: And the Club license has always been a 2:00 license.

MR. MAHONEY: I have a question regarding the emergency exit. You said there's an emergency exit from the second-floor; correct?

MR. GOLDBERG: Yes, there is.

MR. MAHONEY: But no emergency exit on the club level?

MR. GOLDBERG: Oh, yes, there is. There's a rear door, but for the purposes of exiting --

MR. MAHONEY: It's posted "Emergency Exit Only"?

MR. GOLDBERG: Oh, yes.

MR. MAHONEY: Thank you.

MR. GOLDBERG: Well, no. It's not posted. It just says, "Exit" on it for purposes of the Inspectional Services Department. But the

purpose is to not go into the back area but rather, exit onto Green Street.

MR. MAHONEY: The primary egress is onto Green Street?

MR. GOLDBERG: Yes.

MR. SCALI: So the events won't change? Are you going to continue adding to your list of events? No under-age or teenage parties, or events that are under 21?

MR. BIKOPOLIS: Not right now.

MR. MAHONEY: How many members of the club, presently?

MR. BIKOPOLIS: Here?

MR. MAHONEY: No, how many -

MR. SCALI: Overall.

MR. BIKOPOLIS: We have 150 members.

MR. GOLDBERG: How many operate and use the club, except for perhaps meetings?

MR. BIKOPOLIS: The standard membership is about 40. There are a lot of elder members.

MR. MAHONEY: Older people who no

longer come into the club on a regular basis.

MR. BIKOPOLIS: Right.

MR. GOLDBERG: And mostly in Central Square, Mr. Chairman and members of the Commission, the operation is usually 2:00 licenses. Most, if not all of the licenses that have been applied for previously now have the 2:00 license.

And I've spoken to Mr. Iffland, who is in back of me, and will express his viewpoints to you. His viewpoints are, particularly in my opinion, across the street and Franklin Street; that's why we do not exit that particular area but exit onto Green Street. He'll be able express his thoughts to you. But I have talked to him and explained as I could explain to him about the purposes of this license for the club.

MR. SCALI: Why don't you come up and tell us your name for the record.

MR. IFFLAND: James Iffland, I-F-F-L-A-N-D, 248 Franklin Street. We go back awhile. I've been living with my family right behind the Greek American Political Club since 1994. When the

initial the re-activation of the club and use of the upper areas really sort of took off, there was a problem with noise coming out of the back. You have to realize it's between the Manning Apartments and then Church Corner so it's like a big echo chamber there.

We worked with the leadership of the club who were actually very amenable about developing sound insulation for the club. Because during a long while, all the bands -- I could sort of hear the vibes, feel the vibes coming up through my bed on the third-floor of our place. So we explained that problem to them and they did invest money in bringing the noise level down.

Depending on where the wind is blowing and depending on what the band is now, sometimes you can hear it a little bit, sometimes less. I have a letter from a neighbor next-door who says he can still hear it, but in terms of - you know, there has been substantial abatement or diminishment of the sound. So I think right now we have kind of a situation that we can deal with.

What we're a little bit worried about is if the upstairs closing hour extends until 2:00, this -- Bernie is absolutely right, they exit out onto the Green Street side. But you have to know that we also have the parking garage connected to the library, which is right in that area. This of course doesn't have to do only with people coming out of the Greek Club but out of a bunch of clubs in the Central Square area. A lot of those folks when they get back in their cars at 1:30, 2:00, 2:30 in the morning, they aren't particularly quiet about it.

So part of our worry about this plan is that this will simply add to just the general -- I mean, hey, we're living in Central Square; it's not Wellesley. We know that there's noise. We came into the neighborhood knowing that it wasn't a suburb. But to the degree that we can sort of keep sort of on a more manageable level the kind of noise that gets produced by the people coming not only from the Greek American Club, but from the other places in the area, to the degree that we can

sort of keep that down a little bit we would be happier.

All the people in our condo association are against it. I brought their manifestations of their dismay, and then some of the people next-door. Again, they've been very -- they're good neighbors in many ways, and they've been doing a lot to get themselves within -- But now, we're looking - wait a minute, so they'll be coming out at 2:00 and then they'll be maybe getting into their cars at 2:30, and there's a spillover.

MR. SCALI: Do have a petition or a letter you want to submit?

MR. IFFLAND: I actually did not put together -- I could submit a letter but essentially I wasn't sure exactly how things were going to be running this evening. I know that in my association people said that they would sign something if necessary. It didn't --

MR. SCALI: Actually the burden is on the applicant because it's a cap zone for you to

prove overwhelming neighborhood support, proof of need, and lack of harm. We're there any letters of support, Mr. Goldberg?

MR. GOLDBERG: We don't have any support in the immediate area. There's a church, the Greek church, there's the apartment house in which there are transient residents. There were at the time we applied the people from Magazine Street but I haven't heard and there is no objection filed, a written filing here with regard to their position. Jim represents people on Franklin Street and we're aware and we've tried to cooperate. And as he indicated, we have cooperated with him to abate whatever noise we have by closing up the Franklin Street exits.

I appreciate the fact that the garage sometimes is a sounding board for noise with people coming in there, but we have no control over that. And to a certain extent the people who are visiting our location are local people wanting to have dance lessons and dancing, and a lot of them use the subway to come into Central Square.

As I mentioned to you earlier, there are a great many people, I should say licensees, in Central Square who have a 2:00 license as you well know and those we can't control. We can only control our location and we feel that our controls were adequate and more than adequate to the extent that as time goes on and the hour passes by, there is a certain amount of diminishing of the people dancing.

MR. SCALI: I think under our policy we need to see some documentation one way or the other. It would be helpful if you had some letters of support or a petition, or something that shows that the membership or members that come to the club, or people that come to the club want it, support in the neighborhood, Central Square Business Association support. All that is usually helpful under our policy.

And on your side too, in terms of those that were against need to submit something as well. I don't know whether we have enough documentation to actually vote on it. You're

certainly welcome to try to do that. We can continue it and give you an opportunity to come up with support, but I think we need to go by our policy.

MR. BIKOPOLIS: If I may add something, the Greek American had a 2:00 license previous to this restaurant license, and before there was a 2:00 license, the noise level was not greater or less than it was right now. So it wasn't part of the 2:00 liquor license that the Greek American had previous. The other reason --

MR. SCALI: The club license was upstairs and downstairs?

MR. BIKOPOLIS: Before they were upstairs, there was a 2:00 license.

MR. SCALI: It was part of the club license.

MR. BIKOPOLIS: And then we're still with the help of the neighbors and stuff, we're still trying to maintain a low noise level. The garage was not an issue. Maybe it was an issue then. It was not part because the Greek American

had the 2:00 license.

And the other thing, if the Board could take into consideration, most of the reason or the main reason I think is part of this is because the Salsa night has competition and we having a 12:30 or 1:00 license, we're losing a lot of clientele because people feel like they're not going to come there for an hour or two hours, they to the competition where they have more dancing time than they do to our place.

MR. SCALI: I see what you're saying.

MR. BIKOPOLIS: Then we'll definitely will work with the neighbors to absolutely provide there should not be a noise level. I think we're working very hard on that and we have a lot of people working on a voluntary basis to the club to make sure that this does not get out of control, out of respect to our neighbors.

MR. MAHONEY: I make a motion to continue.

MR. SCALI: Continue with the opportunity for them to come back?

MR. MAHONEY: Yes.

MR. SCALI: Any discussion on that Commissioner?

MR. HAAS: I think to your point, Mr. Chair, there's got to be some documentation either way in terms of is there overwhelming support for this or are there some concerns on the part of the residents and things like that. There's a different dynamic when you have club members versus the general public coming to an establishment, and I think that's part -- my guess is that's part of the concern that the residents may have.

MR. IFFLAND: We don't have problems with the members of the club and probably not with most of the people that come, but there's spinoff there. And if we can keep it down that would be better.

MR. GOLDBERG: If I may add, Commissioner, this Salsa dancing has been ongoing for better than a year-and-a-half, close to two years, and during that particular period of time

there has not been any complaints whatsoever by Mr. Iffland or by the Licensing Board. So that would continue and without any -- and as Mr. Bikopolis said, they will take extra steps, but we cannot control the exit of people from the number of restaurants in Central Square to the parking garage.

MR. HAAS: I'm just wondering if you are now compounding it by having everybody kind of leaving at the same time.

MR. GOLDBERG: Even if we were to have another hour, the amount of people upstairs would be decreasing in point of numbers. At this moment in time, what Jim is talking about is the noise coming from the parking garage. Whether it be 100 people coming from the various locations, or 30 people coming from our location, how are we going to stop that noise coming? There's not that much liquor being served on the second-floor. They're interested in dancing only.

We will go ahead and try and get a majority of people in favor of it and present it to

the Board for its approval. We know trustfully that Jim would recognize that his group is opposed to it, which I do, and there's no reason to doubt what he's saying is incorrect. But it is a limited number and if we get overwhelming support -- that's what the Board wants; we will try to do that.

MR. SCALI: All right. Motion on the table from the Deputy Chief. Further discussion?

MR. HAAS: I would second the motion.

MR. SCALI: Motion to continue to October 12, moved, seconded. All in favor?

MR. MAHONEY: Aye.

MR. HAAS: Aye.

MS. LINT: Application: Tsering Dickey, d/b/a Dekey Tibet Shop, has applied for an Antique Store license at 8 Bow Street, If approved, the license would grant the keeping, purchase, storage, or sale of secondhand furniture, bric-a-brac, art objects, paintings, jewelry, or antiques.

MR. SCALI: Good evening. Have a seat please. Just tell us your name, please.

MS. DICKY: My name is Tsering Dickey.

MR. SCALI: And you are?

MR. BACHANTSANG: Pasang Bachantsang.

MR. SCALI: Could you spell for us?

MR. BACHANTSANG: P-A-S-A-N-G
B-A-C-H-A-N-T-S-A-N-G.

MR. SCALI: And yours?

MS. DICKY: T-S-E-R-I-N-G
D-I-C-K-E-Y.

MR. SCALI: Are you both owners?

MR. BACHANTSANG: I'm the husband and she's wife, so she will be the owner.

MR. SCALI: So tell us what you're selling.

MS. DICKY: Kind of jewelry.

MR. SCALI: Gold, silver?

MS. DICKY: It's silver.

MR. BACHANTSANG: And also like accessories and handicraft things made by Tibetan refugees in India and Nepal.

MR. SCALI: Any secondhand goods?

MS. DICKY: No.

MR. SCALI: All new?

MS. DICKY: All new, no secondhand.

MR. SCALI: Did you buy the store from somebody or is it brand-new?

MR. BACHANTSANG: Brand-new.

MR. SCALI: You're starting it brand-new?

MS. DICKY: Yes.

MR. SCALI: What was there?

MS. DICKY: A video store.

MR. MAHONEY: Who owns the building?

MS. DICKY: Fred Frankum.

MR. SCALI: Abutter notifications?

MS. LINT: Yes.

MR. SCALI: Questions?

MR. HAAS: Are you going to be purchasing jewelry or precious metals? Are you going to be buying gold or precious metals?

MS. DICKEY: Only silver.

MR. HAAS: But you will be purchasing jewelry and things like that as part of your business?

MS. DICKEY: Yes.

MR. SCALI: The Commissioner is asking, are you going to be buying silver from other entities?

MR. HAAS: Can I walk into the store and sell you jewelry that I may have?

MS. DICKEY: No. We will go to India and Nepal and buy from the handicrafts.

MR. HAAS: You're not buying from the general public, you're actually getting a supplier and then selling?

MS. DICKEY: Yes.

MR. SCALI: Does anybody from the public want to heard on this matter? No hands. Pleasure of the Commissioners?

MR. HAAS: Motion to approve.

MR. SCALI: Moved.

MR. MAHONEY: Seconded.

MR. SCALI: All in favor?

MR. MAHONEY: Aye.

MR. HAAS: Aye.

MR. SCALI: Make sure you come and get your license and pay your fees and all that before you do anything.

MS. DICKEY: Thank you.

MR. RAFFERTY: On that Area Four, may I approach?

MR. SCALI: Please.

MR. RAFFERTY: James Rafferty, again. I apologize, gentlemen. I've been informed that Mr. Leviton, the proprietor, he operates a restaurant in Newton called Lumiere in West Newton, and he's had an emergency at the restaurant that requires him to remain, a staffing emergency, nothing fatal. But he was hoping -- there were some phone calls about how soon he could get over here and could he get here if someone arrived. I thought given where you were on the agenda and everything else, if it was acceptable to the Commission, would it be possible to continue this matter until the 12th? I don't think there are any members of the public here this evening. It's the same complex as the Catalyst application.

MR. SCALI: It's going to be a very long agenda on the 12th. There's going to be a number of disciplinary matters that night, too, but we can certainly do that, I guess.

MS. LINT: We can move then right along.

MR. MAHONEY: Motion to continue.

MR. SCALI: Motion to continue to October 12, moved.

MR. HAAS: Second.

MR. SCALI: All in favor?

MR. HAAS: Aye.

MR. MAHONEY: Aye.

MS. LINT: Application: The Zinneken's Group, LLC d/b/a Zinneken's, Thanh Nhon Ma, Manager, has applied for a Common Victualer license to be exercised at 95 Winthrop Street. Said license, if granted, would allow food and non-alcoholic beverages to be sold, served, and consumed on said premises with a seating capacity of 22 inside and an additional 8 seats on a seasonal private outdoor patio. The hours of operation will be 7:00 a.m. to 11:00 p.m. seven days per week.

MR. SCALI: Good evening Mr. Panico.

MR. PANICO: Good evening members of the Board. My name is Vincent Panico, P-A-N-I-C-O, 2343 Mass. Ave., in Cambridge. I'm the attorney for my client, Mr. Nhon Ma, M-A. It's N-H-O-N, last name is Ma, M-A.

MR. SCALI: So this is a new venture?

MR. PANICO: This is a new venture and it's a very particular product. It's a Belgian waffle, which is not to be confused with our American waffles. It's a specialty item in Europe.

Mr. Ma has been active in the restaurant business with his family for many many years. It will be waffles and crepes and chocolates of various natures and description. There will be no cooking other than the making of the waffles. There is no alcohol and it's another restaurant on Winthrop Street.

MR. SCALI: What was there before?

MR. HAAS: I think it was the Stock place, a stockbroker.

MR. MA: Insurance company, Charles Schwab.

MR. PANICO: Oh, Charles Schwab; that's what it was.

MR. SCALI: Would you tell us a little bit about your client's experience in the business.

MR. MA: So I have worked in my parents' restaurant when I was a kid. So I have like 10 years of experience in the kitchen, as a waiter. And then I went to college and I worked for many corporations for about nine years. This is basically the experience that I have. I also

worked as a student for the ice cream maker, Haagen Daas.

MR. SCALI: So this is your own venture, you alone?

MR. MA: I have another investor with me who is going to invest 50 percent in the venture.

MR. SCALI: So it's the two of you?

MR. MA: Yes.

MR. SCALI: Does anybody from the public want to be heard on this matter? Ms. Jillson?

MS. JILLSON: Good evening. For the record, my name is Denise Jillson, the Executive Director for the Harvard Square Business Association, and I'm here to support this applicant. They are members of the Association.

It is amazing to me how much e-mail we've already received. People are incredibly interested and anticipating the opening a Belgian waffle shop. People have been referring to it as a restaurant, and I've said, well, it really isn't

quite a restaurant because it's mostly a small space and mostly counter. We have had the pleasure of experiencing these Belgian waffles, and I have to say they're quite delicious. You know, all the fixings: the chocolate, the whipped cream, and all the fresh fruit. So we're delighted and people are looking forward.

This is one of I think eight new restaurants that are on the horizon for Harvard Square, so we're referring to them as the freshman class. I think it's going to be fun and exciting, and as I said, people are interested and looking forward to it. So we're happy to support it.

MR. SCALI: Thank you very much. Does anybody else want to be heard on this matter? Discussion?

MR. HAAS: So when you say there's no cooking but there's baking; there's a distinction?

MR. MA: There's no baking.

MR. HAAS: I thought you said you were baking the waffles.

MR. PANICO: They just put the waffle

on a grill.

MR. MAHONEY: A waffle iron.

MR. SCALI: So there's no ovens, no stoves.

MR. MAHONEY: No grease cooking of any kind; no meat, no bacon, nothing like that?

MR. PANICO: No.

MR. MAHONEY: Motion to approve.

MR. SCALI: Motion moved.

MR. HAAS: Second.

MR. SCALI: All in favor?

MR. HAAS: Aye.

MR. MAHONEY: Aye.

MR. SCALI: Good luck.

MS. LINT: Application: Auror, LLC d/b/a Flat Patties, Thomas Brush, Manager, holder of a Common Victualer license and Entertainment license at 33 Brattle Street has applied for a Malt Beverages as a Restaurant license at said address. Proposed hours of operation are 7:00 a.m. to 2:00 a.m. seven days per week with alcohol sales starting after 8:00 a.m. Monday through Saturday and after 10:00 a.m. on Sundays. The capacity will remain the same with 22 seats inside and 16 non-alcoholic seats on the public sidewalk.

MR. SCALI: Good evening. Just tell us who you are for the record, please.

MR. BRUSH: Tom Brush.

MS. GETZ: Richard Getz.

MR. SCALI: So this is your new location. You've been there for how long now?

MR. BRUSH: Since May.

MR. SCALI: So not quite six months. So a malt license? Does that mean just beer?

MR. BRUSH: Yes, beer only.

MR. SCALI: What kind of beer? All

different kinds of beer?

MR. BRUSH: Just a couple. I'd like to do like two drafts and maybe four bottles, and that's it.

MR. SCALI: You're hours aren't changing.

MR. BRUSH: No. The hours are the same.

MR. SCALI: So obviously the malt license is to complement your food.

MR. BRUSH: Right.

MR. SCALI: So 7:00 to -- are you open at 7:00 a.m. now?

MR. BRUSH: No, we're not. We're open at 10:00 right now, but we are going to be starting breakfast. We're just getting the lunch, but we are going to be doing breakfast and opening at 7:00 a.m. in about a month.

MR. SCALI: Will you be serving beer at 8:00 a.m.?

MR. BRUSH: No.

MR. SCALI: What time would you

typically serve beer?

MR. BRUSH: We wouldn't serve beer before noon. I guess you'd say 11:00 when people come in for lunch, but not before 11:00.

MR. SCALI: So can we amend your application to 11:00 a.m.?

MR. BRUSH: Yes.

MR. SCALI: 10:00 a.m. on Sunday for the brunch crowd?

MR. BRUSH: Yes.

MR. HAAS: But you're serving beer again; right?

MR. BRUSH: Yes.

MR. HAAS: Do you expect to serve beer at 10:00 in the morning?

MR. SCALI: That's not really brunch material.

MR. BRUSH: There is a great beer drink called a "Michalada" (phonetic), which is made with a tomato -- it's almost like a spicy tomato juice. It's sort of like a Bloody Mary and they're popular. It's a beer Bloody Mary.

MR. SCALI: I don't know about that.

MR. BRUSH: It's actually pretty good.

MS. LINT: We need a copy of his
lease.

MR. BRUSH: I think I brought a copy
with me and our landlord is here.

MR. SCALI: So no alcohol on the
sidewalk; right? No malt?

MR. BRUSH: No, it's just inside.
It's just food outside, right. We do have seating
outside, but right now I'm not interested. I don't
know what's involved. It's on a public sidewalk.

MR. SCALI: You have to go through the
City Manager. Does anybody from the public want to
be heard in this matter? Ms. Jillson.

MS. JILLSON: Good evening. For the
record, Denise Jillson, Harvard Square Business
Association. We would of course be supportive of
this applicant also, just based on his long record
in Harvard Square. He's a great operator;
absolutely no problems; lots of restaurants; and
the father of the famous Marly Brush, who's doing a

wonderful job at Crema Café, an amazing success story. And Flat Patties since they've moved from the garage over to Brattle Street, in spite of the construction and all the noise and disruption this past summer, has done really quire well. We are pleased with the way everything is going. And if Dick Getz is here agreeing to this --

MR. SCALI: That's a big deal.

MS. JILLSON: -- then that is enormous and what else can I say except we hope that you'll consider it. Thank you.

MR. HAAS: So no concerns that were raised about the move have materialized; right? Initially when you were moving into that location there were some concerns that were raised. None of those have materialized since you've moved there?

MR. BRUSH: No. That was about the kitchen ventilation and would it impact this building about 100 feet away.

MR. HAAS: And delivery issues and trash pickup; none of that?

MR. GETZ: Nothing. It's not been a

problem.

MS. LINT: I haven't received any complaints.

MR. SCALI: Does anybody else want to be heard? I think we only have one other Malt license in the City.

MS. LINT: We have another application pending.

MR. SCALI: It would be a new --

MR. BRUSH: I was thinking Beer and Wine, but with burgers it just seems like it's beer with burgers.

MR. SCALI: You realize a new Malt license is a higher fee per year; right?

MR. BRUSH: Oh, yeah.

MR. SCALI: Yes, because it's new in a cap zone. You're getting a non-transferable, no value license that you cannot pledge; therefore, the annual fee is higher.

MS. LINT: No overwhelming neighborhood support, and we made the other applicant come back.

MR. SCALI: We had Ms. Jillson's testimony and support. I'm not sure if that's overwhelming but it's support, and the landlord is here to support as well.

MR. HAAS: You have somebody else who wants to speak.

MR. SCALI: Somebody else wants to speak? Come on up.

MR. CHAUDHURY: Salomon Chaudhury, owner of OM Restaurant and Lounge in Harvard Square. I grew up in Cambridge all my life, doing business in Harvard Square for five years, and I know him really well. I did oppose Beer and Wine licenses before but this is an individual case. And he's been in Harvard Square for a long time and I think he does an amazing job, and all of the other businesses in Harvard Square. I think anything we can do to help his business would be appreciated.

MR. SCALI: Supporting the competition?

MR. CHAUDHURY: More competition is

better.

MR. SCALI: I just wanted to clarify that the fee is a higher fee per year than if you bought a license.

MR. BRUSH: Correct, I understand.

MR. SCALI: It's almost double what the normal fee would be.

MR. SCALI: Does anybody else want to be heard? Pleasure of the Commissioners?

MR. HAAS: Motion to approve.

MR. MAHONEY: Seconded.

MR. SCALI: Moved, seconded as a nontransferable, no value license. Have you been through 21-Proof?

MR. BRUSH: I haven't been through.

MR. SCALI: We will require that you and your staff go through 21-Proof with Frank Connolly.

MR. BRUSH: Okay.

MR. SCALI: It's non-plegable, non-transferable, no value. That's moved, seconded. All in favor?

MR. MAHONEY: Aye.

MR. HAAS: Aye.

MR. SCALI: Good luck.

MS. LINT: Application: Continued from the September 2, 2010 Decisionmaking hearing. Disciples, LLC d/b/a Bull BBQ, Daniel Shin, Manager, holder of a Common Victualer license and Entertainment license at 57 JFK Street, Basement level, has applied to transfer the All Alcoholic Beverages as a Restaurant license currently held by India House of Mass., Inc. d/b/a Bombay Club, 57 JFK Street. Applicant is also seeking to pledge the license to Raj Dhanda, the landlord at 57 JFK Street.

MR. SCALI: Good evening everyone. Just tell us who you are for the record. We'll start down here and go down the row.

MR. KIM: Attorney Young Kim for Disciples, LLC.

MR. HYUK KIM: Hyuk Kim, H-Y-U-K, K-I-M, from Disciples, LLC.

MR. SIMAO: Good evening Mr. Chairman, members of the Board, Karen Simao, McDermott, Quilty, and Miller, 131 Oliver Street, Boston, MA. Simao, S as in Sam, I-M-A-O.

MR. DHANDA: Raj Dhanda, 57 JFK Street.

MR. SCALI: When we were here last time we heard the transfer, we heard the application, and we got stuck on the pledge. So we have now advertised it on the agenda.

MS. LINT: It had not been put on an agenda.

MR. SCALI: So now it's on the agenda. Has anything changed since our last discussion with the actual pledge agreement?

MS. SIMAO: No. I assume you're directing that to me, Mr. Chair.

MR. SCALI: Whoever wants to speak.

MR. SIMAO: I apologize first of all. I wasn't aware of the last hearing before the Commission. I would have been here. But prior to that last hearing, I was here and did speak a little bit to the Board about the documents that I was going to be putting together on behalf of Mr. Dhanda.

At that time I spoke and my documents

that I put together reflected what I conveyed to the Commission at that time, which specifically was that this is a personal loan from Mr. Dhanda to this licensee for the purposes of being able to purchase the license. As is very customary with any promissory note, there is a requested pledge of the license. Both the promissory note and that pledge of the license reflect what I commonly personally do for banks in these transactions.

I did, when I was last here, point out that one unique aspect that you would see, which is common with some banks but mostly common with private lenders was the first right of refusal in that promissory note. And I pointed that out because I know that in the past there had been an issue with an option to purchase.

I went back and reviewed the documents before coming here this evening just to make sure I hadn't made any error in them, but clearly in reviewing the language, it continues to be consistent with what is permissible by law, which is that Mr. Dhanda has no vested interest in this

license other than the fact that he is loaning money and wants security for that. And that security comes in the form of a pledge.

While this note is in effect, should the person, namely the applicant who owes him the money, choose to sell his business, he's absolutely free to do that. He's absolutely free to sell that license. The right of refusal only gives Mr. Dhanda an option to match whatever bona fide offer this applicant may get. There is no requirement that Mr. Dhanda accept that; there's no requirement that there be a set dollar amount; Mr. Dhanda is under no obligation to match that offer. The applicant is then free to go forward with the sale to another party.

Clearly, the only purpose of that language is to make sure that if in fact there is a sale, the person to whom the money is owed is made whole. That's the only logic behind it. There is no prepayment penalty in this note. The applicant could next month, next week, next year, pay this off and the pledge at that point, gets

extinguished.

MR. SCALI: Let me ask you two questions: One is, why is the pledge agreement under Mr. Dhanda's name personally, as opposed to the other entities he held before? What is the difference and the benefit of doing that?

MS. SIMAO: There is no difference or benefit other than the fact that the ABCC requires that we provide evidence of where the funds are coming from. The funds are coming from a personal bank account, so we are going to have to account to the ABCC for those personal funds and where they came from. If they were coming from a business account, he would then have to give business accounts to back up the funding. So there is no real reason behind it.

Clearly, he did not want to, given some confusion in the past, put it in the landlord entity's name because it should be rightfully distinguished from the landlord entity and a personal loan that is being made. But other than needing to provide bank statements, which we will

have to do to the ABCC, there is no benefit one way or another.

MR. SCALI: The other question is, in past issues with this particular landlord, there were a number of different allegations that there were fees, monthly fees charged for a particular loan whether it be a service charge, or some kind of other charge for loaning the money. Are there any such charges on this particular loan?

MS. SIMAO: I cannot speak to any past allegations, and I think you appropriately used that word, Mr. Chairman. The promissory note before you sets out the terms of payment on this. Is there a late payment for a payment not made within the course as set out here? Yes, and that is set out as it is. Again, this was taken from what we do for banks.

Does the lender have the right to accelerate if you're in default and you haven't made a payment? Yes. Again, this note comes from what I have done on all of my bank deals. So in the standard course, payments need to be made on

time just like we all have to pay our banks for our mortgages and everything else. Are there any additional fees, hidden fees, secret fees? No. I would suggest that your bank who gave you the mortgage on your house has more in that respect than Mr. Dhanda does. It's a very transparent transaction.

MR. DHANDA: I want to comment that I'm not aware of any fees we have on any other agreement.

MR. SCALI: I said it was alleged. Someone had stated to us that there was another fee that he had to pay per month in order to have the loan, and I don't know how that worked.

MR. DHANDA: That's absolutely false, as have been many other things that have been stated before you.

MS. SIMAO: I think we want to stay on point with this particular issue.

MR. SCALI: Two other points I wanted to make: One is, are you requiring, Mr. Dhanda, that these people loan -- that you loan them the

money in order for this transaction to go through? Can they go to another lender instead of you?

MR. DHANDA: Oh, absolutely. I'm absolutely not requiring them to borrow money from me. I'm not a bank. I have no intention of being a bank. Again, that's never been true, never.

MR. SCALI: So they could to any lender that they choose and they still would be able to get a lease with you?

MR. DHANDA: Absolutely. As a matter of fact, my preference would be that they didn't borrow from me, but trying to get a loan for a restaurant from a bank is not easy.

MS. SIMAO: I would just like to add to that point, again, just to make the Commission comfortable. I would point out that this particular note does not have a prepayment penalty. Many banks when they issue these loans on a business do, in fact, put a prepayment penalty within the first three years, because that's when it's the highest risk for the bank and they want to earn their interest back on the risk that they've

taken. So the transaction before you, again, is very transparent. If he were to be able to get some sort of financing from a bank next year and pay off this loan, there's nothing that prohibits that.

MR. SCALI: You'd be happy with that?

MR. DHANDA: Sure.

MR. SCALI: My last question is -- I'm sure the Commissioners have other questions -- when you are seeking lessees to come to your premises, do you tell them that you own these licenses and can provide licenses to them?

MR. DHANDA: No.

MR. SCALI: Because you realize you don't have any control over the licenses at all.

MR. DHANDA: Of course I do.

MR. SCALI: I want to make sure that when you go out there seeking a tenant that you don't misrepresent to them that you therefore, have a license already for them and that you're all set to go with that; that you somehow own those licenses, because landlords can't own licenses.

MR. DHANDA: I know that.

MR. SCALI: Any other questions?

MR. HAAS: So Mr. Chair, in this situation, if let's say for example, the restaurant were to sell and the lender does in fact have the right of first refusal, purchases the license, isn't that the same arrangement now because he basically owns the property, potentially owns the license, and then can --

MR. SCALI: As the attorney can tell you, too, you then would have to go through the process of applying to us as a lien holder on that. He essentially wouldn't be purchasing the license. He would be collecting on the pledge, and technically you wouldn't own it to use it. It would be on the amount that's owed you that you'd be able to collect on.

MS. SIMAO: Just to be clear, Mr. Chairman, I think there are two different things. In the case of if there became an issue where Mr. Dhanda needed to exercise his pledge, whether there was a default under the note, what

the Chairman just described is on point. If the applicant were to receive a bona fide offer, and he presented that offer to Mr. Dhanda -- let's say the offer was for \$400,000 -- Mr. Dhanda would need to, pursuant to the terms of the right of first refusal, match every single term in that offer and then these parties would need to execute.

Let's say he decided he wanted to get into the restaurant business, these people would have to execute a purchase and sale agreement, and that purchase and sale agreement, like any other agreement that comes before this Board, would have to be approved by this Board. So just mechanically it would happen in two different ways, but in either instance, if either of those things were to happen while this note is outstanding, they would still have to all come back before this Board for approval.

MR. SCALI: I guess the Commissioner's point is that right of first refusal to purchase doesn't mean you then automatically own it for some reason.

MS. SIMAO: No, no, absolutely not. It is a right of first refusal to enter into a purchase and sale agreement. And again, there is no fixed purchase price, which is a distinction from an option, that is tied in. This license gets out on the market or he gets a bona fide offer. Someone comes in and says, I love your business, I want to buy it for \$1.5. All this says is that -- and it's a mechanism for the person who's owed money to know that this is going on, really, is ultimately what it's about.

MR. HAAS: So let's say they do try to sell a business and they make an offer, I'm assuming part of the offer is to also purchase the liquor license. How does that facilitate them in terms of selling to another party if the loaner basically is willing to match the price of what the sale of the liquor license is? Doesn't that --

MS. SIMAO: It's not just the liquor license. They would have to match the bona fide offer in every single respect. So if that bona fide offer were for all furniture, fixtures,

equipment, buying a business, you know, that's what would have to be matched. Which again, for the value of what this liquor license is in the bigger scheme of things, what would likely happen in the scenario you've given is that just like when you sell your home, someone else comes and buys it, they pay off a lender. All the pledge holds for him is that he is a lender so that he gets his money back. Whether that is voluntarily a few months from now if they can refinance with someone, great, or whether that's down the road in the form of a sale to a third-party.

MR. HAAS: No further questions.

MR. SCALI: Questions?

MR. MAHONEY: No.

MR. SCALI: Mr. Dhanda, you said something very interesting, and I guess this is merely a suggestion; that some things that were allegedly said about you before were misconceptions and misperceived. I guess I would recommend, and I hope that maybe your attorney can help you with it, maybe you can somehow do some public relations with

people in the Square and try to convey to them what you truly are about.

I think maybe people do have misconceptions about maybe what you are as a businessman, what your business ethic is and your business methods are. That may be very helpful. Because maybe if they don't see you or hear from you, or don't know exactly what you're doing, they hear what other people say, and then they assume that he does this to everybody. And we don't know. We don't what is the truth or not. So I think it would be very helpful.

Maybe Ms. Jillson can help you with that with her Harvard Square Business Association contacts and do some fence mending with some of the neighbors. I think it would be very very helpful to see who you really are and what you're all about.

MS. SIMAO: Mr. Chairman, I've actually had this discussion with Mr. Dhanda and he is extremely concerned as are his counsel about many disparaging remarks that have been made

against him personally and against him as a businessperson. I will tell you that on the public relations front, we'll certainly discuss that a little bit more today, which is a good way to run a business. But from a legal perspective, we are looking at options because there have been some very detrimental and factually incorrect statements made. So I appreciate the Board calling us in and letting Mr. Dhanda, at least in this very specific scope, address some of those.

MR. SCALI: Does anybody else want to be heard on this matter? Come on up.

MR. CHAUDHURY: Salomon Chaudhury, owner of Everest Crossing, d/b/a OM Restaurant and Lounge in Harvard Square. I'm actually one of the tenants at the 57 JFK Street building. I own a -- well, I think I do own a full liquor license but my landlord thinks he actually has full control of my liquor license because the license was pledged to him.

I have nothing against Mr. Kapoor selling his license to this gentleman. I actually

negotiated -- because I'm still trying to sell my liquor license -- actually I negotiated my liquor license to be sold to this gentleman, and we agreed on a purchase price. Then when they figured out that they'd have to borrow money from Mr. Dhanda, the Mr. Dhanda basically said, no, if you're buying a license from Salomon, I'm never going to approve that loan.

I still tried to market my license, did find other buyers. So contacted my lawyer, you know, I have a buyer for my license, can we sell it? As you know, we had a hearing here on March 9, that was continued to the 23rd, and we went through all the pledge agreement and this and that. A letter from the Licensing Commission was sent to Mr. Dhanda telling him what his rights are.

On May 12, I got a letter from his attorney saying that if I try to sell my liquor license, in fact, that's breach and termination of my lease. I did bring this by to the Licensing Commission and I'm presenting this letter from his attorney that was done on May 12.

MS. SIMAO: Mr. Chairman, I'm going to respectfully object to all the statements being made as they're not relevant.

MR. CHAUDHURY: I'm sorry. I'm not done.

MS. SIMAO: I understand. I'm just noting my objection.

MR. SCALI: And you have the right to do that of course.

MR. CHAUDHURY: I'm not making anything up. I have a letter from his attorney that was sent to me. I cannot make up an e-mail by myself. It was sent by his attorney, and it in fact states that if I try to sell my license that terminates my lease automatically.

So all I'm trying to say is basically that we had a pledge, it was approved by the Licensing Commission and there was a lot of things that was wrong. I was new in the business; I didn't know. I just want to make sure that what I'm going through -- I'm into about \$200,000 in legal fees just because of this, and I'm not sure

if they're going to be able to do that. I just want to make sure that nobody else goes through what I'm going through and it was carefully looked in to if any pledges are done.

MR. SCALI: Were there legal issues at the time, Mrs. Lint? Did we will rule on that agreement at that time, or did we continue it for some reason? I can't remember exactly.

MR. CHAUDHURY: There was a letter sent out by the License Commission.

MR. SCALI: So you're saying you still have the same issues going on. Are you working with your attorney and with their attorney on this?

MR. CHAUDHURY: Yeah. After the letter, I tried to sell my license and this is exactly what happened. So do I spend another \$100,000 to 150,000 on litigating it?

MS. LINT: My memory is that at one of those hearings Mr. Miller actually came in and it was explained, and I believe Mr. Miller agreed there were certain clauses that were not necessarily enforceable in the pledge because it

would have given control of the license to the landlord. And he understood at that time that that was not appropriate.

MS. SIMAO: That's correct.

Mr. Chairman, this has been addressed with this -- first of all, it has nothing to do with this particular applicant, which my objection was based on relevancy. My partner, Steve Miller, was previously here before this Board and did suggest that some of those issues may not be enforceable. The Board does not act as neither judge nor legal counsel on the enforceability of contractual clauses. That being said, I understand that there is pending bankruptcy, which I have nothing to do with, on OM, and I understand that the enforceability of some of those clauses is still at issue. But again, this Board has heard it, has reviewed it, and has taken action.

MR. SCALI: So is the action in court? Is it in Bankruptcy Court? I'm just trying to figure out what jurisdiction we have because we can certainly enforce the control of the license. In

terms of what terms you agree to outside of that with us is before the court.

MS. SIMAO: The issue had to do with the clause in the lease as I understand it, Mr. Chairman, which again, it is outside of the purview of this Board. But Mr. Miller was very straightforward when he came to you and said, yes, potentially there are certain clauses that are not enforceable and that is an issue to be worked out in that particular case. It's also part of the reason why Mr. Dhanda retained our firm, specialized in this area, to make sure these documents did not have those same issues.

MR. SCALI: I guess at some point, Ms. Simao, the Commission could, if we so find cause to, take the pledge back, if there's reason to do that.

MS. SIMAO: If there was some sort of an illegality in the course of that. Again -

MR. SCALI: Yes. That's something we can look into but I don't know exactly what the details are.

MS. SIMAO: Correct, and that would be a matter for a separate public notice and public hearing.

MR. SCALI: If you certainly want to file information with Mrs. Lint for a hearing, I'd be happy to do that. But really the point of this discussion right now is to make sure we don't have any confusion from now, forward.

MR. SIMAO: And Mr. Dhanda is happy to, to the extent that the Board wants to, and counsel would advise against it, but open up this particular public hearing to address any of those. Clearly he is sitting here and someone is attacking his credibility again as a businessman, and that's a concern for Mr. Dhanda.

MR. SCALI: It certainly is an issue for a future hearing if he so chooses. I do understand your point.

MR. CHAUDHURY: All I'm trying to do is make it clear that he was brought in for a hearing, he was told that he had no control over my license, but in fact, he still thinks he does and

there's an e-mail to prove that.

MR. SCALI: Then what you should do is have you or your attorney contact Mrs. Lint about future discussions or hearings on this. We certainly don't have any objection to doing that.

MS. SIMAO: As licensee's counsel I can't sit here and let -- the issue of control is one which in laymen's terms -- maybe it's not clear. The reason a bank regularly requires a pledge of a license is to make sure that they get paid. If that is deemed as someone having control over a license, if that's the perspective, I can't change that. Legally that's the whole reason banks have mortgages on homes, banks get pledges on licenses; it's a way to make sure that they get their money back.

Again, I did not negotiate nor draft the lease or any of those other leases, but I just want to be clear about the purpose of the pledge.

MR. SCALI: It's not before us right now. I understand your objection. I don't think you need to talk about it because it's not before

us. It may be in the future, which is another whole discussion, but we understand from now on. This is why Mrs. Lint is reviewing very carefully every pledge agreement now. We have in the past but even more so in more detail to make sure that every clause is legal. Thank you, Mr. Chaudhury.

MS. SIMAO: I would just to that point also add that to the extent legally every contract I do states that if any one clause of an agreement is deemed to not be enforceable, it does not void the whole agreement. So the Board certainly in looking whether it's at this pledge or other pledges, were to find that there were an objectionable clause in it, you could certainly bring in any licensee on that.

MR. SCALI: Does anybody else want to be heard? Ms. Jillson.

MR. HAAS: Mr. Chair, just one final question. As the attorney for the applicant, are you satisfied with the terms of the agreement?

MR. KIM: At this point, yes. We still have to work on some of the issues and the

other security agreement, some of the business aspects where the terms require a financial statement and it's not really related to any legality of the pledge agreement at this point.

MR. SCALI: Is it part of the pledge agreement?

MS. SIMAO: No.

MR. SCALI: It's part of the lease?

MS. SIMAO: No. It's a completely separate -- he said, "security agreement," so when we file UCC filings at the Secretary of State's office. Again, the agreement that Mr. Kim is looking at is one we routinely use with banks, and bank's regularly ask their business clients to submit copies of their tax returns so that they know they're submitting them, because if you don't pay the government, their lien takes the place of the pledge. So we are in the process of working those out, but it is neither part of the lease or part of the pledge. It's a separate loan agreement.

MR. SCALI: Did you have any more

questions?

MR. HAAS: No.

MR. SCALI: The last thing is, did you attempt to go to another lender? I know you were going to look into that. Is that something that was off the table completely?

MR. KIM: Since then Mr. Kim was trying to -- did you hear from the other lender?

MR. HYUK KIM: Oh, no.

MR. SCALI: So you've gone to people, banks, and there's no other money out there.

MR. KIM: We've tried some institutional money, we've tried other private lenders as well, besides Mr. Dhanda.

MR. SCALI: So you feel confident that this is your only option?

MR. HYUK KIM: I feel 100 percent confident at this point.

MR. SCALI: It may come up in a year or so as Ms. Simao said that you may find a lender in a year and pay Mr. Dhanda off.

MS. SIMAO: And if he can get a lender

who's less than eight percent, he'd be crazy not to take it and pay us off.

MR. SCALI: I'm sorry, Ms. Jillson.

MS. JILLSON: Once again, Denise Jillson of the Harvard Square Business Association. I think as you know, in the past I've been here in support of Bull Restaurant. They've been a member of the Association for many months now.

MR. HYUK KIM: Without opening.

MS. JILLSON: We would love for them to be able to take advantage of their membership, so to the extent that they are fully aware of their commitment and all of the things that they're doing, which seems incredibly complicated, and I'm not an attorney and know that they have very good counsel on both sides, so we would of course support this applicant and wish them well and hope that they can get the deal done soon and open their restaurant and start serving what they're really supposed to be doing, which is Korean barbecue.

MR. SCALI: Anybody else? No hands. Pleasure of the Commissioners?

MR. HAAS: Motion to approve.

MR. MAHONEY: Second.

MR. SCALI: That's on the actual transfer and on the pledge?

MS. LINT: I thought you voted on the transfer.

MR. HAAS: I think we ever did.

MS. SIMAO: I think the vote was to continue the whole application. I'm just looking at the letter.

MR. SCALI: The motion is to approve the transfer, 21-Proof training for your staff with Mr. Connolly. He'll come out to you and do the training right there when you're ready. That's moved and seconded. All in favor?

MR. HAAS: Aye.

MR. MAHONEY: Aye.

MR. SCALI: The motion on the pledge?

MR. HAAS: Motion to approve the pledge.

MR. SCALI: Moved.

MR. MAHONEY: Seconded.

MR. SCALI: All in favor?

MR. MAHONEY: Aye.

MR. HAAS: Aye.

MR. SCALI: Good luck.

MS. SIMAO: Thank you very much. We
appreciate all your time.

MS. LINT: Application: Continued from September 7, 2010, Cloverfast Food, Inc., Chris Anderson, Manager, has applied for a Malt Beverage Restaurant license at 7 Holyoke Street. Proposed hours of operation are 7:00 a.m. to 10:00 p.m. seven days per week with alcohol sales starting after 8:00 a.m. Monday through Saturday, and after 10:00 a.m. on Sundays. Proposed capacity is 96 seats inside and 24 seasonal seats on an outside private patio. This is located in Cap Area No. 1.

MR. SCALI: Good evening. Tell us who you are for the record, please.

MR. HOPE: Attorney Sean Hope, 130 Bishop Allen Drive, Cambridge.

MR. MUIR: Ayr Muir, A-Y-R; M-U-I-R is the last name.

MR. ANDERSON: Chris Anderson, general manager of Clover.

MR. SCALI: So September 7, you were supposed to be on the agenda.

MR. HOPE: We were here. We came and

presented before the Board. At that time we failed to have the requisite support. Mr. Muir and his staff went out and we've submitted a large volume of support in the form of a petition. We also have someone to speak on behalf of.

Your suggestion, Commissioner Haas, was to go out and do what we did, and you can see there's -- I don't know the actual number. It wasn't difficult but we went out and made sure we have the neighborhood support that was required.

Also, part of the last hearing was about the outdoor seating. We had a plan that showed the site plan but we didn't specify for the outdoor seating in detail, so we got a copy of that as well for the Board to look at. The outdoor seating is on private property but we just wanted to make sure we had the exact plan.

MR. SCALI: The plan shows --

MR. HOPE: So it's the 24 seats and we wanted to make sure -- we talked about putting up some barriers and things, so we wanted to show those on the plans.

MR. SCALI: Questions from the Commissioners?

MR. HAAS: I guess I'd ask the same question, Mr. Chair, you had asked earlier regarding this is a Malt Beverage license and would you be serving beer at 8:00 in the morning and at 10:00 on Sundays?

MR. HOPE: At the last hearing, I think we modified, although the Bloody Mary beer thing that we heard about -- I don't know if that piqued --

MR. SCALI: Is that real?

MR. HOPE: I think we modified it for the Sunday.

MR. SCALI: So 10:00 a.m. on Sunday for brunches; right? And during the week, what time?

MR. MUIR: I think we put it at 11:00 a.m. every day of the week, and I think that's fine on Sundays, too.

MR. MAHONEY: And you'll have draft beer or bottled or both?

MR. MUIR: We'll have draft. We'll be featuring one or two beers. They'll rotate. They won't always be the same one.

MR. SCALI: Questions?

MR. HAAS: No questions.

MR. SCALI: Does anybody from the public want to be heard? Ms. Jillson.

MS. JILLSON: For the record, Denise Jillson with the Harvard Square Business Association. Clover is now a member of the association. They haven't quite moved in yet but we had a great meeting. I'm fully supportive of this applicant.

He has such a great reputation in the Kendall area. We always love to pull in restaurants that have great reputations from other areas. So we're actually delighted that he's opening up. Again, very much like the Belgian waffle, we have lots of blogging and lots of chatting and lots of calls from the media asking when is this all going to happen. So it's really interesting that even though we have well over a

hundred restaurants, when there are new good restaurants with great reputations that are coming on board, people are excited. So, go figure. But we're absolutely delighted to have Clover join us and are in full support of this applicant.

MS. LINT: I have a letter from Councilor Seidel as well, who is in support of the petition to open a fast order restaurant in Harvard Square. He says, "The food truck operating in Kendall Square has provided fresh locally grown produce and whole-grain options at reasonable prices to workers and residents." He believes, "Clover's expansion as a fast order restaurant in Harvard Square would be a welcome addition and further the City's goal of healthy living and reduction of trans fats."

MR. MAHONEY: I am not familiar with the operation in Kendall Square. What is your menu?

MR. MUIR: We operate a food truck in Kendall Square on MIT's property right behind the T stop there. We serve breakfast, lunch, and dinner.

Without going into too much detail it's a pretty simple menu. There's five sandwiches we do. There's French fries we do, and then salads that rotate, and soups as well. A lot of the menu varies seasonally and we prepare a large portion of the food fresh on the truck. There's no meat on the menu at all. Ninety percent of our customers are not vegetarian. It's not a restaurant for vegetarians but there's no meat on the menu.

MR. MAHONEY: I assume the restaurant in Harvard Square will have a similar menu.

MR. MUIR: Basically the exact same menu.

MR. MAHONEY: No meat served at all?

MR. MUIR: That's right. Although, we're not serving beer on the truck.

MR. HAAS: So what did you say about the 10:00 application on Sundays? Are you going to keep that at 10:00?

MR. HOPE: I think we said --

MR. MUIR: I think we should just change it to 11:00 across-the-board. We don't need

to be serving beer before 11:00.

MR. MAHONEY: So the other place will have burgers and beer, and you can have vegetables and beer.

MR. HAAS: Natural beer.

MR. SCALI: I want to make sure that Mr. Muir is happy this time with our services. I know he was very unhappy with our previous dealings with you, and Mr. O'Neil read a very lovely blog that you put online that he was not very happy about. So I want to make sure this time you were very happy about what happened in the process and that you're not upset with us this time.

MR. MUIR: Well, I've had a lot of help navigating the process this time.

MR. SCALI: So everything is okay now?

MR. MUIR: Yeah.

MR. SCALI: Mr. O'Neil will be very happy to hear that because he takes pride in customer service.

MR. HOPE: He's been very helpful in doing this.

MR. SCALI: Pleasure of the Commissioners?

MR. HAAS: Motion to approve the amended application.

MR. SCALI: Motion to approve with the amended hours to 11:00 a.m., opening.

MS. LINT: No value, non-transferable.

MR. SCALI: No value, non-transferable, non-pledgeable, 21-Proof training for you and your staff. Mr. Connolly will come out to you when you're ready and do it in different sessions if you need to. You do realize the fee is higher because you didn't buy a license, so the annual fee is more than what a normal Malt license would be. Moved.

MR. MAHONEY: Second.

MR. SCALI: All in favor?

MR. HAAS: Aye.

MR. MAHONEY: Aye.

MS. LINT: I have a few ratifications. Medallion 171, 247, 47, 188, a refinance of 247, and 47. So first, 247 and 47 were a sale, and then a re-fi.

MR. SCALI: Is the paperwork in order?

MS. LINT: Yes.

MR. SCALI: Motion to accept.

MR. HAAS: Motion.

MR. SCALI: Moved.

MR. MAHONEY: Second.

MR. SCALI: All in favor?

MR. HAAS: Aye.

MR. MAHONEY: Aye.

MS. LINT: And that is all we have.

MR. SCALI: Is there anything else on the agendas before us?

MS. LINT: No.

MR. SCALI: Motion to adjourn.

MR. MAHONEY: So moved.

MR. HAAS: Second.

MR. SCALI: All in favor?

MR. MAHONEY: Aye.

MR. HAAS: Aye.

(Whereupon, the proceeding was
concluded at 8:02 p.m.)

COMMONWEALTH OF MASSACHUSETTS
BRISTOL COUNTY, SS

I, Anne Ouellette, a Professional
Court Reporter, the undersigned Notary Public
certify that:

I am not related to any of the
parties in this matter by blood or marriage and
that I am in no way interested in the outcome
of these matters.

I further certify that the
proceedings hereinbefore set forth is a true
and accurate transcription of my record to the
best of my knowledge, skill and ability.

In Witness Whereof, I have
hereunto set my hand this 27th day of
September, 2010.

Anne Ouellette



ANNE OUELLETTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 16, 2012

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