

**SUDBURY BOARD OF SELECTMEN**  
**AGENDA**  
**TUESDAY, NOVEMBER 19, 2013**  
**EXECUTIVE SESSION AT 7:00 P.M, Flynn Building, Silva Room, 278 Old Sudbury Road**  
**REGULAR SESSION AT 7:30 PM, Lower Town Hall, 322 Concord Road**

1. 7:00     **Executive Session:** Open meeting in Flynn Building, Silva Room, and immediately vote to go into Executive Session regarding acquisition of property in Sudbury, using Exemption # 6 “to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the body’s negotiating position with a third party.” At the time that the executive session is proposed and voted on, the chair must state on the record that having the discussion in an open session may be detrimental to the public body’s negotiating position. This is to discuss the potential acquisition of two parcels in Sudbury. *If necessary, the Executive Session will be suspended at 7:25 PM and resumed at the end of the Regular Session.*
2. 7:30     Vote to enter into Regular session and move meeting to **Lower Town Hall, 322 Concord Road**  
Opening remarks by Chairman
3. 7:35     Reports from Town Manager
4. 7:40     Reports from Selectmen
5. 8:00     Public Hearing – Chili Basil Restaurant, 385 Boston Post Road  
**Vote/Sign**   Transfer of a Restaurant License for the Sale of All Alcoholic Beverages  
*Attorney Alan Goodman and new applicant/owner, Christopher Segur, will attend*
6. 8:15     Discuss preliminary report from the Sudbury Celebrates 375/Sudbury Day Committee on upcoming events  
*Ellen Gitelman, Co-chair of the Sudbury Celebrates 375 Committee, will attend*
7. 8:30     Citizen’s Comments on items not on the agenda
8. 8:45     Interview candidate Pat Elgart for possible appointment to the Commission on Disability  
**Vote/Sign**

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**Consent Calendar:**

9. **Vote**     Vote to approve the regular and executive session meeting minutes of November 5, 2013.
10. **Vote**    Vote to accept the FY14 first quarter report for the Town Pooled Trusts as submitted by the Town Treasurer, Andrea Terkelsen.
11. **Vote/Sign**   As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for Karma Coffee Roasters, 100C Boston Post Road, David Conboy, Manager, as requested in an application dated May 10, 2013.

*These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

12. **Vote/** Vote to appoint the following members to the Capital Improvement Advisory Committee  
**Sign** for terms ending May 31, 2014: Eric Greece, 12 Drum Lane; Pascal Cleve, 3 Camperdown Lane; and Thomas Travers 32 Old Framingham Road.
13. **Vote** Vote to approve a one-hour extension of the licensed closing hour and serving of alcoholic beverages for licensees who make application in advance to the Town Manager's Office; and for No. 29 Sudbury, 29 Hudson Road (from midnight to 1:00 a.m.) and bistro20, 120 Boston Post Road, (midnight to 1:00 a.m.) on Thursday, November 28, 2013, (Thanksgiving Day) on the condition that the kitchen remains open and food is served.
14. **Vote** Vote to accept, on behalf of the Town, a \$40 donation from the Sudbury United Methodist Church Rebecca Circle into the Cheri-Anne Cavanaugh Trust Fund, to be expended under the direction of the Town Social Worker to counsel Lincoln-Sudbury High School students, and to send a letter of appreciation to the Rebecca Circle.
15. **Vote/** Vote to sign the Special State Election Warrant for posting by the constable no later than  
**Sign** December 3, 2013, as requested by Town Clerk Rosemary B. Harvell.
16. **Vote/** Vote to approve the Chairman's signature on Certificate of Compliance form for 6 Old County  
**Sign** Road, Unit #28, and to delegate the Town Manager to sign for the "Municipality" for administrative actions on affordable housing units (refinancing approval, resale right of first refusal, resale procedures, etc.) where the Town of Sudbury is the Monitoring Agent, as requested by Jody Kablack, Planning and Community Development Director.
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**Miscellaneous:**

17. **Vote** Request for Board to approve draft agreement with NSTAR for planting plan on Stock Farm and Pelham Island Roads

# AGENDA REQUEST – Item #5

## BOARD OF SELECTMEN

### Requestor's Section

**Date of request:** *October 29, 2013*

**Requestor:** *Alan R. Goodman, Atty. for Sweet Pepper, Inc., d/b/a Chili Basil*

**Action requested:** *Approval to transfer the All Alcoholic Beverages License, Common Victualer and Entertainment licenses from Yee Yang, President, Sweet Pepper, Inc., to Christopher A. Segur, PTT Restaurant, d/b/a Chili Basil.*

**Financial impact expected:** *none*

**Background information (if applicable, please attach if necessary):**  
*See attached application and background material.*

**Recommendations/Suggested Motion/Vote:** *As the Licensing Authority for the Town of Sudbury, in accordance with MGL c138, s. 12, vote to (**approve** or **disapprove**) the transfer of an All Alcoholic Beverages Restaurant, Common Victualler and Entertainment licenses from Yee Yang, president, Sweet Pepper, Inc., d/b/a Chili Basil, 385 Boston Post Road to Christopher A. Segur, PTT Restaurant, d/b/a Chili Basil, said licenses to expire on December 31, 2013.*

**Person(s) expected to represent Requestor at Selectmen's Meeting:**  
*Alan R. Goodman, Atty., and Christopher A Segur, applicant/owner.*

### Selectmen's Office Section

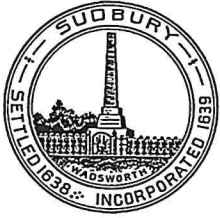
**Date of Selectmen's Meeting:** *November 19, 2013*

**Board's action taken:**

**Follow-up actions required by the Board of Selectmen or Requestor:**

**Future Agenda date (if applicable):**

**Town Counsel approval needed?** Yes (X) No ( )



## TOWN OF SUDBURY

Office of Selectmen  
[www.sudbury.ma.us](http://www.sudbury.ma.us)

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756

Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

### LEGAL NOTICE TOWN OF SUDBURY

The Board of Selectmen, acting as the Licensing Authority of the Town of Sudbury, will hold a Public Hearing on Tuesday, November 19, at 8:00 p.m. in the Town Hall, 322 Concord Road, Sudbury, MA on the following application:

For the transfer of a Restaurant License for the Sale of All Alcoholic Beverages, under M.G.L. Ch. 138, s.12, from Yee Yang, President, Sweet Pepper, Inc., d/b/a/ Chili Basil, 385 Boston Post Road, Sudbury, to Christopher A. Segur, PTT Restaurant, d/b/a Chili Basil. No alterations are planned. The described premises are as follows: one floor with kitchen, dining area, office, sidewalk dining area; one entrance on south side and one entrance on north side.

#### BOARD OF SELECTMEN

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For publication: *Sudbury Town Crier* November 7, 2013

Date: November 1, 2013

cc: Applicant: Christopher A. Segur  
Alan R. Goodman, Esq.  
Building Inspector  
Director of Health  
Fire and Police Chiefs

## Golden, Patricia

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**From:** Miles, William  
**Sent:** Wednesday, November 13, 2013 9:25 AM  
**To:** Golden, Patricia; Herweck, Mark; Leupold, Bob; Nix, Scott  
**Cc:** Whalen, John; Grady, Robert; Moberg, Tommy  
**Subject:** RE: Transfer of All Alcohol License - Chili Basil

The Fire Department has no issues with this application.

William L. Miles  
Fire Chief  
Sudbury Fire Department  
77 Hudson Road  
Sudbury, MA 01776-1666  
978-443-1038 Extension 1214

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

**From:** Golden, Patricia  
**Sent:** Friday, November 08, 2013 4:49 PM  
**To:** Herweck, Mark; Leupold, Bob; Miles, William; Nix, Scott  
**Cc:** Whalen, John; Grady, Robert; Moberg, Tommy  
**Subject:** FW: Transfer of All Alcohol License - Chili Basil

Good afternoon,

Attached is an application for a license transfer for Chili Basil Restaurant, 385 Boston Post Road. (FYI - there is no alteration of premises.)

This is a public hearing scheduled on the 11/19 BOS agenda. Therefore, if you can please provide your comments by Thursday morning, 11/14, it would be appreciated.

Thank you and have a good weekend.

Patty Golden  
Senior Admin Asst to the Town Manager  
Town of Sudbury  
Ph: 978-639-3382  
Fax: 978-443-0756  
[www.sudbury.ma.us](http://www.sudbury.ma.us)

When writing or responding, please be aware the Secretary of State has determined that e-mail is a public record and thus not confidential

**Golden, Patricia**

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**From:** Leupold, Bob  
**Sent:** Tuesday, November 12, 2013 5:01 PM  
**To:** Golden, Patricia  
**Subject:** RE: Transfer of All Alcohol License - Chili Basil

The Board of Health will require a transfer application for the Food Establishment Permit. Bob Leupold, Health Director

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

**From:** Golden, Patricia  
**Sent:** Friday, November 08, 2013 4:49 PM  
**To:** Herweck, Mark; Leupold, Bob; Miles, William; Nix, Scott  
**Cc:** Whalen, John; Grady, Robert; Moberg, Tommy  
**Subject:** FW: Transfer of All Alcohol License - Chili Basil

Good afternoon,

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## Golden, Patricia

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**From:** Nix, Scott  
**Sent:** Monday, November 11, 2013 12:35 PM  
**To:** Golden, Patricia  
**Subject:** RE: Transfer of All Alcohol License - Chili Basil

Patty,

We do not have any issues with the transfer. I would ask they provide an email for the Restaurant for future communications and remind them of the new food requirement. I didn't see it completed other than the attorney's. Thanks!

Scott

Respectfully,

Scott Nix  
Chief of Police  
Sudbury Police Department  
415 Boston Post Road  
Sudbury, MA 01776  
(978) 443-1042  
nix@sudbury.ma.us

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

**From:** Golden, Patricia  
**Sent:** Friday, November 08, 2013 4:49 PM  
**To:** Herweck, Mark; Leupold, Bob; Miles, William; Nix, Scott  
**Cc:** Whalen, John; Grady, Robert; Moberg, Tommy  
**Subject:** FW: Transfer of All Alcohol License - Chili Basil

Good afternoon,

Attached is an application for a license transfer for Chili Basil Restaurant, 385 Boston Post Road. (FYI - there is no alteration of premises.)

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Thank you and have a good weekend.

Patty Golden  
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### APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Sudbury

#### 1. LICENSEE INFORMATION:

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

B. Business Name (if different) :  C. Manager of Record:

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

E. Address of Licensed Premises:  City/Town:  State:  Zip:

F. Business Phone:  G. Cell Phone:

H. Email:  I. Website:

J. Mailing address (if different from E.):  City/Town:  State:  Zip:

#### 2. TRANSACTION:

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

The following transactions must be processed as new licenses:

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

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

#### 3. TYPE OF LICENSE:

- §12 Restaurant   
  §12 Hotel   
  §12 Club   
  §12 Veterans Club  
 §12 General On-Premises   
  §12 Tavern (No Sundays)   
  §15 Package Store

#### 4. LICENSE CATEGORY:

- All Alcoholic Beverages   
  Wine & Malt Beverages Only   
  Wine or Malt Only  
 Wine & Malt Beverages with Cordials/Liqueurs Permit

#### 5. LICENSE CLASS:

- Annual   
  Seasonal



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

NAME: Alan R. Goodman  
ADDRESS: 60 Walnut Street  
CITY/TOWN: Wellesley STATE: MA ZIP CODE: 02481  
CONTACT PHONE NUMBER: (781) 997-1600 FAX NUMBER: (781) 997-1633  
EMAIL: AGOODMAN@KCL-LAW.COM

**7. DESCRIPTION OF PREMISES:**

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

First floor premises with Dining Room, Kitchen, Office, 2 Rest Rooms, Reception Area

Total Square Footage: 1400 Number of Entrances: 1 Number of Exits: 2  
Occupancy Number: 50 Seating Capacity: 42

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

**8. OCCUPANCY OF PREMISES:**

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

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

Other:

Landlord is a(n): Please Select Trust Other:

Name: Mill Village Realty Trust Phone:

Address: 60 Wells Avenue City/Town: Newton State: MA Zip: 02459

Initial Lease Term: Beginning Date August 1, 2000 Ending Date July 31, 2015

Renewal Term: July 31, 2020 Options/Extensions at: 5 Years Each

Rent: \$ 33,000 Per Year Rent: \$ 2,750 Per Month

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

**IMPORTANT ATTACHMENTS (4):**

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

**9. LICENSE STRUCTURE:**

The Applicant is a(n):

Other:

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

Date of Incorporation/Organization:

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes  No

**10. INTERESTS IN THIS LICENSE:**

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

**IMPORTANT ATTACHMENTS (5):**

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

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Paiboon Srimahakosol	President	75%	
Christopher A. Segur	Treasurer Secretary Director	25%	Liquor License Manager

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

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

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

Name	License Type	Licensee Name & Address
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	

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

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

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

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

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

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

Date	License	Reason of Suspension, Revocation or Cancellation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	\$130,000.00
C. Costs of Renovations/Construction:	
D. Initial Start-Up Costs:	\$5,000
E. Purchase Price for Inventory:	Approx. \$1,000
F. Other: (Specify) Security Deposit	\$35,000.00
G: TOTAL COST	\$170,000.00
H. TOTAL CASH	\$72,500
I. TOTAL AMOUNT FINANCED	\$98,500

**IMPORTANT ATTACHMENTS (6):** Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

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

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

Paiboon Srimahakosol is investing \$132,500 personal funds and Christopher Allen Segur \$32,500 of personal funds. The balance of \$6,000 will be paid out of revenues.

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

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

A.

Name	Dollar Amount	Type of Financing
Sweet Pepper Inc	\$98,500	Seller financing

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

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes  No

If yes, please describe:

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

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	\$130,000.00
C. Costs of Renovations/Construction:	
D. Initial Start-Up Costs:	\$5,000
E. Purchase Price for Inventory:	Approx. \$1,000
F. Other: (Specify) Security Deposit	\$35,000.00
<b>G: TOTAL COST</b>	<b>\$170,000.00</b>
<b>H. TOTAL CASH</b>	<b>\$72,500</b>
<b>I. TOTAL AMOUNT FINANCED</b>	<b>\$98,500</b>

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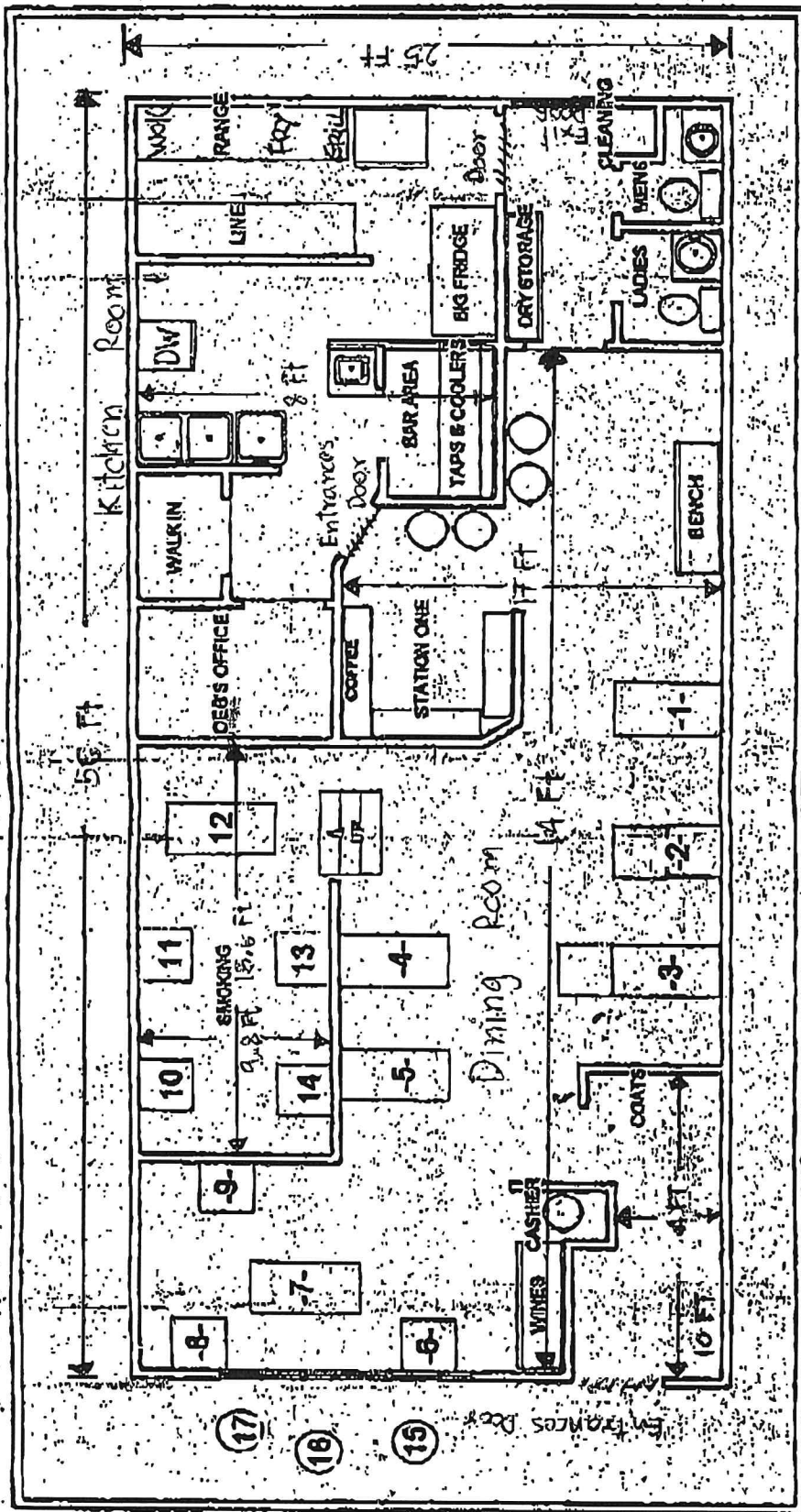
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Sweet Pepper Inc	\$98,500	Seller financing

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

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes  No

If yes, please describe:



SWEET PEPPER

FLOOR PLAN



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),  
DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)

125000022

ABCC License Number

Sudbury

City/Town

The licensee A. Sweet Pepper, Inc.

and the proposed transferee B. PTT Restaurant, Inc.

respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes  No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Yee Yang	President	68 Newtonville Ave., Newton, MA 02158 USA	100%
Yee Yang	Treasurer	68 Newtonville Ave., Newton, MA 02158 USA	100%
Yee Yang	Secretary	68 Newtonville Ave., Newton, MA 02158 USA	100%
Yee Yang	Director	68 Newtonville Ave., Newton, MA 02158 USA	100%

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes  No

TO: (Place an \* before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
Paiboon Srimahakosol	President	462 Mt. Auburn St., #1E, Watertown, MA 02472	750 shares
Christopher A. Segur	Treasurer	1302 Commonwealth Ave., #20, Allston, MA 02134	250 shares
Christopher A. Segur	Secretary	1302 Commonwealth Ave., #20, Allston, MA 02134	250 shares
Christopher A. Segur	Director	1302 Commonwealth Ave., #20, Allston, MA 02134	250 shares
Supachi Pochaitong	Director	46257 Ryan Rd., Selby Township, MI 48317	—

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE:

(If a Corporation/LLC, by its authorized representative)

Date Signed

OCT. 16. 2013

SIGNATURE OF PROPOSED TRANSFEREE:



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

**PERSONAL INFORMATION FORM**

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

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee  B. Business Name (dba)

C. Address  D. ABCC License Number (If existing licensee)

E. City/Town  State  Zip Code

F. Phone Number of Premise  G. EIN of License

**2. PERSONAL INFORMATION:**

A. Individual Name  B. Home Phone Number

C. Address

D. City/Town  State  Zip Code

E. Social Security Number  F. Date of Birth

G. Place of Employment

**3. BACKGROUND INFORMATION:**

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

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

**4. FINANCIAL INTEREST:**

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

**IMPORTANT ATTACHMENTS (8):** For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.  
 \*If additional space is needed, please use the last page

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

Signature  Date

Title  (If Corporation/LLC Representative)





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

**PERSONAL INFORMATION FORM**

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

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee	<input type="text" value="PTT Restaurant Inc"/>	B. Business Name (dba)	<input type="text" value="Chili Basil"/>
C. Address	<input type="text" value="385 Boston Post Road"/>	D. ABCC License Number (If existing licensee)	<input type="text"/>
E. City/Town	<input type="text" value="Sudbury"/>	State	<input type="text" value="MA"/> Zip Code <input type="text" value="01776"/>
F. Phone Number of Premise	<input type="text" value="(978) 443-0988"/>	G. EIN of License	<input type="text" value="46-3812455"/>

**2. PERSONAL INFORMATION:**

A. Individual Name	<input type="text" value="Supachai Pochaitong"/>	B. Home Phone Number	<input type="text" value="586-913-5470"/>
C. Address	<input type="text" value="46257 Ryan Road"/>		
D. City/Town	<input type="text" value="Shelby TWP"/>	State	<input type="text" value="MI"/> Zip Code <input type="text" value="48317"/>
E. Social Security Number	<input type="text"/>	F. Date of Birth	<input type="text" value="12-30-1956"/>
G. Place of Employment	<input type="text"/>		

**3. BACKGROUND INFORMATION:**

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

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

**4. FINANCIAL INTEREST:**

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

Treasurer / Director

**IMPORTANT ATTACHMENTS (8):** For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.  
 \*If additional space is needed, please use the last page

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

Signature  Date

Title  (If Corporation/LLC Representative)



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

**PERSONAL INFORMATION FORM**

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

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee PTT Restaurant Inc. B. Business Name (dba) Chili Basil  
 C. Address 365 Boston Post Road. D. ABCC License Number (If existing licensee) \_\_\_\_\_  
 E. City/Town Sudbury State MA Zip Code 01776  
 F. Phone Number of Premise 978-443-0988 G. EIN of License \_\_\_\_\_

**2. PERSONAL INFORMATION:**

A. Individual Name Christopher Allen Segor B. Home Phone Number 203-980-8647  
 C. Address 1302 Commonwealth Ave., Apt. 20  
 D. City/Town Allston State MA Zip Code 02134  
 E. Social Security Number \_\_\_\_\_ F. Date of Birth 09/02/1982  
 G. Place of Employment ELS Language Center - 125 Tremont St., Boston, MA

**3. BACKGROUND INFORMATION:**

Have you ever been convicted of a state, federal or military crime? Yes  No   
 If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

**4. FINANCIAL INTEREST:**

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.  
owns 25% of outstanding stock in PTT Restaurant Inc.  
Liquor license manager

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.  
 \*If additional space is needed, please use the last page

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

Signature *Chris Allen Segor* Date 10/14/13  
 Title Treasurer, Secretary and Director (If Corporation/LLC Representative)



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

**MANAGER APPLICATION**

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

**1. LICENSEE INFORMATION:**

Legal Name of Licensee: PTT Restaurant Inc. Business Name (dba): Chili Basil

Address: 365 Boston Post Road

City/Town: Sudbury State: MA Zip Code: 01776

ABCC License Number: \_\_\_\_\_ Phone Number of Premise: 978-443-0988  
 (If existing licensee)

**2. MANAGER INFORMATION:**

A. Name: Christopher Allen Segur B. Cell Phone Number: 203-980-8647

C. List the number of hours per week you will spend on the licensed premises: 40

**3. CITIZENSHIP INFORMATION:**

A. Are you a U.S. Citizen: Yes  No  B. Date of Naturalization: 03/07/1986 C. Court of Naturalization: New Haven, CT

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

**4. BACKGROUND INFORMATION:**

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

If yes, please describe: \_\_\_\_\_

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

If yes, please describe: \_\_\_\_\_

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

If yes, please describe: \_\_\_\_\_

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

see following page

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

Signature

Christopher Allen Segur

Date

10/14/13

## Employment

9/08-present Instructor, ELS Language Center, 125 Tremont St., Boston, MA 617-873-0682

9/11-present Overnight Staff, Museum of Science, 1 Science Park, Boston, MA 617-723-2500

1/11-12/12 Graduate Assistant, Boston University, 1 Silber Way, Boston, MA 617-353-2000

11/07-8/08 Temp. Staff, Diversified Employment, 775 N. Colony Rd., Wallingford, CT 203-949-1115

9/06-6/07 English Instructor, SECAP Riobamba, Riobamba, Ecuador phone- n/a

1/06-8/06 Temp. Staff, PSG, 155 Federal St., Boston, MA 617-250-1000

9/05-12/05 Temp. Staff, Diversified Employment, 775 N. Colony Rd., Wallingford, CT 203-949-1115

1/05-7/05 English Instructor, CCAA Arapiraca, Arapiraca, Brazil phone- n/a

8/04-11/04 Canvasser/Precinct Organizer, Grassroots Campaigns, New Haven, CT phone- n/a



MASSACHUSETTS DEPT. OF REVENUE  
PO BOX 7066  
BOSTON, MA 02204



TED WONG

4



AMY A. FITTER, COMMISSIONER  
ROBERT P. O'NEILL, BUREAU CHIEF



SWEET PEPPER INC  
385 BOSTON POST RD STE 2  
SUDBURY MA 01776-3051

243C

Notice 80619  
T/P ID 043 513 982  
Date 06/25/13  
Bureau CERTIFICATE

OP

**CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE**

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, sales and use tax on Boats/RV, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours,

Robert O'Neill, Bureau Chief

## AFFIDAVIT

I, Paiboon Srimahakosol, hereby certify under the pains and penalties of perjury as follows:

1. The balance of the funds needed to purchase the assets of Sweet Pepper, Inc. are coming from my father and mother-in-law in Thailand.
2. My father Rewat Srimahakosol is gifting me \$25,000;
3. My mother-in-law Wathana Rojthanasirivanich is gifting me \$55,000.
4. These funds are not needed for the closing but to cover monthly payments of principal and interest to the seller on the purchase money note.

Witness my hand and seal this 11<sup>th</sup> day of October, 2013

  
\_\_\_\_\_  
Paiboon Srimahakosol


**CERTIFICATE OF VOTE**

**PTT RESTAURANT, INC.**

This certifies that at a meeting of the Board of Directors of PTT Restaurant, Inc. on October 7, 2013 at 385 Boston Post Road, Sudbury, Massachusetts, a quorum being present and voting throughout, the following Vote was taken and remains in full force and effect:

“Voted: to authorize and empower Paiboon Srimahakosol, president of the corporation, and Christopher Allen Segur, its treasurer, to execute and deliver all of the necessary documents for the purchase of the assets of Sweet Pepper, Inc., including the Common Victualler’s All Alcoholic Beverages License, at 385 Boston Post Road, Sudbury, Massachusetts, and to appoint Christopher Allen Segur, as manager of record for the business at that location.”

Attested and signed this  8  day of October, 2013.

  
\_\_\_\_\_  
Christopher Allen Segur, secretary  
PTT Restaurant, Inc.

D

# The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

### ARTICLE I

The exact name of the corporation is:

PTT Restaurant Inc.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

The purpose is to purchase, own, operate a restaurant business at 385 Boston Post Road, Sudbury, Massachusetts, including leasing the premises, and for other purposes incident to the operation of the restaurant.

### ARTICLE III

State the total number of shares and par value, \* if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
CNP	10000			

\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.



#### **ARTICLE IV**

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Only one class of common stock; no minimum consideration for stock issuance or consideration to be received for stock.

#### **ARTICLE V**

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

Any stockholders, including the heirs, assigns, executors, or administrators of a deceased stockholder, desiring to sell or transfer through the Board of Directors, in the manner described in the Corporation's by-laws.

#### **ARTICLE VI**

Other lawful provisions, and if there are no such provisions, this article may be left blank.

At any shareholder meeting being properly called, shareholders shall be permitted to demand consideration and action on items not related to the specific purposes of the meeting. Actions without a meeting may be taken by written consent of the holders of three quarters or more of issued stock. See also Continuation Sheets 6-C through 6-F attached hereto and made a part hereof.

*Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.*

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
462 Mount Auburn Street, Apt 1E, Watertown, MA 02472
- b. The name of its initial registered agent at its registered office:  
Paiboon Srimahakosol
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Paiboon Srimahakosol, 462 Mount Auburn Street, Apt 1E, Watertown, MA 02472

Treasurer: Christopher A. Segur, 1302 Commonwealth Avenue, Apt 20, Allston, MA 02134

Secretary: Christopher A. Segur, 1302 Commonwealth Avenue, Apt 20, Allston, MA 02134

Director(s): Christopher A. Segur, 1302 Commonwealth Avenue, Apt 20, Allston, MA 02134  
Supachi Pochaitong, 46257 Ryan Road, Selby Township, MI 48317

- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
Purchasing, owning and operating a restaurant business
- f. The street address of the principal office of the corporation:  
462 Mount Auburn Street, Apt 1E, Watertown, MA 02472
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

462 Mount Auburn Street, Apt 1E, Watertown, MA 02472, which is  
*(number, street, city or town, state, zip code)*

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this 1<sup>st</sup> day of October, 2013 by the incorporator(s):

Signature: Alan Goodman

Name: ALAN R. GOODMAN

Address: 60 WALNUT STREET, WELLESLEY, MA 02481

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$\_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.
time

Effective date: \_\_\_\_\_
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

Name approval

TO BE FILLED IN BY CORPORATION
Contact Information:

C

Alan Goodman, Esquire

M

Kerstein, Coren & Lichtenstein, LLP

60 Walnut Street, Wellesley, MA 02481

Telephone: 781-997-1620

Email: AGoodman@kcl-law.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

#### CONTINUATION SHEET 6-A

INTERCOMPANY DEALINGS The Corporation may enter into contracts or transact business with one or more of its Directors, officers or stockholders or with any other corporation, organization or concern in which one or more of its directors, officers or stockholders are directors, officers, shareholders, or otherwise interested; and in the absence of fraud, no such contract or transaction shall be invalid or in any way affected by the fact that such directors or stockholders of the Corporation have or may have interests which are or might be adverse to the interest of the corporation even though the vote or action of Directors, officers or stockholders having such adverse interests may have been necessary to obligate the corporation upon such contract or transaction, provided however, that at any meeting of the Board of Directors which shall have authorized or ratified such contract or transaction, the nature of such adverse interest (though not necessarily the extent of details thereof) on the part of any Director in attendance at such meeting shall have been disclosed or shall have been known to the Directors who voted to authorize or ratify such contract or transaction. A general notice that a Director or officer of the corporation is in any way interested in any other corporation, organization or concern shall be sufficient disclosure as to such Director or officer with respect to all transactions and contracts between the corporation and such other corporation, organization or concern.

#### CONTINUATION SHEET 6-B

LIMITATION OF LIABILITY Except as may otherwise be provided by statute, no person shall be liable to the corporation or to any creditor or stockholder thereof for any loss or damage suffered by the corporation on account of any action taken or omitted to be taken by him in good faith as a Director or officer of the corporation, if such person (1) exercised or used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs,

or (2) took or omitted to take such action in reliance upon the advice of counsel for the corporation or upon statements made or information furnished by officers or employees of the corporation which he had reasonable grounds to believe to be true, or upon a financial statement of the corporation or of any division thereof prepared by an officer or employee of the corporation in charge of its accounts or certified by a public accountant or firm of public accountants; and in the absence of fraud, no Director, officer or stockholder of the corporation having an adverse interest in any contract or transaction involving the corporation of the nature described in the above paragraph shall, by reason of such adverse interest be liable to the corporation or to any stockholder or creditor thereof or to any other person for any loss incurred by the corporation under or by reason of such contract or transaction, nor shall any such Director, officer or stockholder be accountable for any gains or profits realized thereon.

CONTINUATION SHEET 6-C

INDEMNIFICATION OF OFFICERS AND DIRECTORS. Each Director and officer of the corporation (and his heirs, executors, and administrators) shall be indemnified by the corporation against any cost, expense (including attorney's fees), judgment, award, fine or penalty imposed upon or reasonably incurred by him in connection with any civil, criminal or administrative action, suit or proceeding to which he may be made a party or with which he shall be threatened by reason of his being or having been a Director or officer of the corporation or of any other corporation or organization which he serves or has served as Director or officer at the request of the corporation, except with respect to matters as to which he shall be finally adjudicated in such action, suit or proceeding to be liable to the corporation or such other corporation or organization for negligence or misconduct in the performance of his duties as such Director or officer. In the event of settlement of any such action, suit or proceeding, brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which the corporation is advised by independent legal counsel that such Director or officer in the opinion of such counsel, is not liable to the corporation or such other corporation or organization for negligence or misconduct in the performance of his duties as a Director or officer. A judgment or conviction (whether based upon a plea or nolo contendere or its equivalent or after trial) shall not of itself be determined an adjudication that such Director or officer is liable to the corporation or to such other corporation or organization for negligence or misconduct in the performance of his duties. An application for indemnification pursuant to this paragraph shall be made to the Board of Directors of the corporation and the Board of Directors shall determine whether, under the circumstances of such action, suit or proceeding, what amount, if any, of indemnity payment should be made. Such determination shall be made by vote of the Board of Directors without counting in such quorum any Directors who have incurred expenses in connection with the same or any related action, suit or proceeding.

#### CONTINUATION SHEET 6-D

In the event that no quorum of Directors who have not incurred such expense is available, such determination shall be made by a majority of a group of three or more persons appointed by a majority of the Directors who have not incurred such expenses or, if none, by the person who shall be the United States District Judge for the District of Massachusetts, senior in service. Any determination under this paragraph that a payment by way of indemnity should be made shall be binding upon the corporation. The provisions for indemnification contained in this paragraph shall not be deemed to be exclusive of any other right of indemnification to which any person may be entitled under any agreement, vote of stockholders, provisions of law or otherwise. In addition, this paragraph shall not limit any other power of the Board of Directors (a) to provide for indemnification or exoneration of any person to the extent permitted by law or (b) to provide for the defense of any person to the extent permitted by law.

#### CONTINUATION SHEET 6-E

##### DIRECTORS POWERS AND STOCKHOLDERS RIGHT OF PRE-EMPTION.

The directors, subject to the provisions of the by-laws and without limitation of the generality of the foregoing, shall have the power upon such terms as they may determine, to sell, issue and dispose of any and all shares of the capital stock of this corporation of which this corporation shall have the power to dispose, whether or not the same shall have been previously issued; provided however, that the directors shall give written notice to each stockholder of its intention to sell, issue or otherwise dispose of shares of capital stock of this corporation. Each share of the corporation shall entitle the holder thereof to a pre-emptive right, for a period of thirty days, to subscribe for, purchase, or otherwise acquire, in proportion to the number of shares held by him, shares of the same class of stock of the corporation or any equity and/or voting shares of any class of the corporation which the corporation proposes to issue or any rights or options which the corporation proposes to grant for the purchase of shares of the same class of stock of the corporation

or of equity and/or voting shares of any class of stock of the corporation or for the purchase of any shares, bonds, securities, or obligations of the corporation which are convertible into or exchangeable for, or which carry any rights to subscribe for, purchase, or otherwise acquire shares of the same class of stock of the corporation or equity and/or voting shares of any class of stock of the corporation, whether now or hereafter authorized or created, whether having unissued or treasury status, and whether the proposed issue, reissue, transfer, or grant is for cash, property, or any other lawful consideration; and after the expiration of said thirty days, any and all of such shares, rights, option bonds, securities or obligations of the corporation may be issued, reissued, transferred, or granted by the Board of Directors, as the case may be, to such persons, firms, corporations and associations, and for such lawful consideration, and on such terms as the Board of Directors in its discretion may determine.

CONTINUATION SHEET 6-F

As used herein, the term "equity shares" and "voting shares" shall mean, respectively shares which confer unlimited dividend rights and shares which confer unlimited voting rights in the election of one or more directors.



# AGENDA REQUEST – Item #6

## BOARD OF SELECTMEN

### Requestor's Section

**Date of request:** *November 15, 2013*

**Requestor:** *Hal Cutler & Ellen Gitelman, Co-chairs of Sudbury Celebrates 375/Sudbury Day Committee*

**Action requested:** *Discuss preliminary report on Sudbury Celebrates 375 Committee's upcoming events*

**Financial impact expected:** *Not applicable*

**Background information (if applicable, please attach if necessary):**

*See attached material.*

**Recommendations/Suggested Motion/Vote:**

*None – discussion only*

**Person(s) expected to represent Requestor at Selectmen's Meeting:**

*Ellen Gitelman, Co-chair of Sudbury Celebrates 375/Sudbury Day Committee*

### Selectmen's Office Section

**Date of Selectmen's Meeting:** *November 19, 2013*

**Board's action taken:**

**Follow-up actions required by the Board of Selectmen or Requestor:**

**Future Agenda date (if applicable):**

**Distribution:**

**Town Counsel approval needed?**

Yes ( )

No ( X )

## Golden, Patricia

---

**From:** hcutlercfpe <hcutlercfpe@verizon.net>  
**Sent:** Friday, November 15, 2013 8:26 AM  
**To:** Golden, Patricia  
**Cc:** Ellen Gitelman  
**Subject:** Sudbury Celebrates 375 Committee Report  
**Attachments:** 375 Committee Report to the BOS.pdf

Patty,

Attached please find a preliminary report from the Sudbury Celebrates 375 Committee for submission to the Board of Selectmen as part of its agenda for next Tuesday's meeting, if I'm not too late.

At this point, Ellen Gitelman, co-chair of the Committee is planning to attend the meeting to supplement, as required, this written report.

Sorry about this report's late arrival. I hope it's not too late.

Hal

Harold R. Cutler

163 Landham Road  
Sudbury, MA 01776

Telephone: 978-443-2525

**Preliminary Report to the Board of Selectmen  
Sudbury Celebrates 375/Sudbury Day Committee  
November 19, 2014**

The Committee's objective is to raise awareness of Sudbury history among all constituents as one of the oldest towns in Massachusetts, drawing attention to its unique history and culture. We hope to accomplish this through the work of the Committee itself as well as through involvement of local institutions, organizations and businesses.

**Logo Contest**

A logo contest in the mid-summer resulted in selection of a logo based on the classic granite road markers of colonial America. That design will be utilized on memorabilia such as T-shirts, mugs, hats, etc. as well as stationary and posters.

**Speakers Bureau**

In conjunction with the Sudbury Historical Society, a "Speaker's Bureau" has been created to offer presentations about the history of Sudbury to organizations in town. Topics presently offered are the settlement of Sudbury in 1638, recreation of the Sudbury Companies of Militia and Minute and the history of the Sudbury Fire Department. Presentations are already scheduled early in the year to the Sudbury Historical Society, the Sudbury Women's Club and the Villagers.

**Kick-off Event**

The Committee has been considering possible kick-off events for early in 2014 such as a wine tasting or a costume ball. No final decision has been made as of this date.

**Fourth of July Parade**

The Committee will be supporting the staging of the Fourth of July Parade by the Sudbury Chamber of Commerce. It is hoped the Committee and the Chamber can generate interest in civic and neighborhood groups to create floats for the parade that reflect on events in Sudbury's history such as the construction of the first meeting house and other historical buildings such as Sudbury's houses of worship and the Wayside Inn or events such as Sudbury's participation in the Civil War.

**Community Fair**

The Committee itself will sponsor a Family Community Fair on August 23 at the First Parish Meeting House and other locations in the Town Center to celebrate the agricultural history of Sudbury.

## **Celebration Saturday**

This event on Saturday afternoon, September 6, will include field day activities and musical performances by community groups and will culminate in a pops-style concert followed by fireworks display. We hope the pops concert will be performed by the Lincoln-Sudbury Civic Orchestra. The LSCO is enthusiastic about the event but must still confirm sufficient numbers of players are available. The LSRHS School Committee indicated its support of the event after a presentation on November 12.

Initial evaluation of the site for a fireworks display by the Sudbury Fire Department and the Office of the State Fire Marshal indicates the athletic field area is well suited for a display.

A planning spreadsheet and site map for the Celebration Saturday is attached.

## **Events by Other Sponsors**

Some plans are in place and others are being discussed for events in 2014 that will be advertised as part of the Celebration. Those events include the following:

- A concert of pre-colonial and colonial period music played in historically appropriate instruments on April 6 at the First Parish Meeting House sponsored by the Sudbury Historical Society.
- A Strawberry Shortcake Social held in Heritage Park on June 8 and sponsored by Memorial Congregational Church.
- A Scavenger Hunt taking participants to historic sites in town and sponsored by the League of Women Voters.
- A possible concert by a trio from the Boston Symphony Orchestra at St. John's Lutheran Church at a date to be determined and sponsored by St. John's Lutheran Church.
- The possible staging of Dr. William Adelson's musical *Town Meeting Tonight* by the Sudbury Savoyards. The project is presently under consideration by the Savoyards.

Note: This is a partial status report as of November 19, 2013. Other events and activities are being discussed but remain uncertain at this time.

### Sudbury Celebrates 375 Field Day

Event	Time	Committee Liaison	Community Supporter	Equipment needs	Budget
Road Race	9:00 +/-		Town Parks & Recreation	By P&R (Jessica)	
Shuttle Bus	11:30 - 9:30	Hal		Four+four buses	
Handicapped Transportation	11:30 - 9:30	Joe	Cavichio's	Golf Carts	
Toilet Facilities	11:30 - 9:30			Fixed or portable toilets	
Trash Disposal	11:30 - 9:30			One dumpster	
Field Day Events	12:00 - 4:00		Town Parks & Recreation	By P&R (Jessica)	
				Field Events	
				Face Painting	
				Dunk Tank	
				Inflatables	
				Bean Bag Toss	
				Fire Dept. Demo	
Mid-day Food	12:00 - 4:00	Elin N. and Nancy	Restaurant or Food Truck	Tables, tents? Cafeteria?	
Flag Raising	3:00 - 3:30	Joe			
Afternoon Music	1:00 - 6:00	Ellen G.	Battle of the Bands?	Platform, Tent, Amplifier, Power	
Evening Food	4:00 - 8:00		Restaurant or Food Truck	Tables, tents? Cafeteria?	
Flag Lowering	6:30 +/-				
Evening Music	7:00 - 8:00		LS Civic Orchestra	Platform, Tent, Amplifier, Power	
Fireworks		Hal Cutler		By Vendor	18,000
Fire Dept. Detail					
Police Dept. Detail					
LSRHS Staff Detail					

PRELIMINARY FIELD DAY PLAN  
SUDBURY CELEBRATES 375



ARTIFICIAL TURF



EXISTING OR TEMPORARY FENCING

# AGENDA REQUEST - Item # 8

## BOARD OF SELECTMEN

### Requestor's Section:

**Date of request:** *November 8, 2013*

**Requestor:** *Maryanne Bilodeau, Asst. Town Manager/HR Director*

**Action requested:** *Interview Pat Elgart for possible appointment as a member of the Commission on Disability*

**Financial impact expected:** *None*

**Background information:** *See attached material*

### Recommendations/Suggested Motion/Vote:

*Vote to approve the appointment of Pat Elgart, 8 Howell Road, as a member of the Commission on Disability for a term to expire May 31, 2016.*

**Person(s) expected to represent Requestor at Selectmen's Meeting:**

*Pat Elgart*

### Selectmen's Office Section:

**Date of Selectmen's Meeting:** *November 19, 2013*

**Board's action taken:**

**Follow-up actions required by the Board of Selectmen or Requestor:**

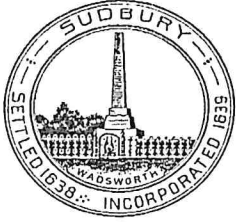
**Future Agenda date (if applicable):**

**Distribution:**

**Town Counsel approval needed?**

Yes ( )

No (X)



**TOWN OF SUDBURY**  
*Office of the Asst. Town Manager/HR Director*

Maryanne Bilodeau  
Asst. Town Manager/HR Director

278 Old Sudbury Road  
Sudbury, Massachusetts 01776  
Tel: (978) 639-3386  
Email: bilodeaum@sudbury.ma.us

To: Maureen Valente  
From: Maryanne Bilodeau *MB*  
Re: Commission on Disability Appointment  
Date: November 8, 2013

Pat Elgart and I met to discuss her interest in becoming a member of the Commission on Disability. She has lived in Sudbury for about 4 years and works as an Independent Living Coordinator helping people with disabilities get the services they need. She hopes that by becoming a member of the Commission on Disability she will be able to help increase the amount of transportation available in Sudbury for people with disabilities.

The Commission on Disability voted in favor of supporting her appointment to the Commission. I concur with their recommendation and feel she would be nice addition.



**TOWN OF SUDBURY**  
**APPLICATION FOR APPOINTMENT TO**  
**COMMISSION ON DISABILITY**

BOARD OF SELECTMEN  
278 OLD SUDBURY ROAD  
SUDBURY, MA 01776

FAX: (978) 443-0756  
E-MAIL: selectmen@sudbury.ma.us

Name: Pat Elgart

Brief resume of background and experience: 7 years working as an Independent Living coordinator at mwcil, helping people with any & all disabilities to live as independently as possible

Address: 8 Howell Rd, Sudbury Home phone: 978-261-5007 / 508-875-7853  
Work phone:

Years lived in Sudbury: 4 1/2 E-Mail Address: pelgart@mwcil.org  
Municipal experience (If applicable):

Educational background: BA Graphic Design / Paralegal Certificate / Certified Peer Specialist

Employment and/or other pertinent experience:

I consider myself disabled:  Yes  No  
I am (circle where appropriate) the spouse, sibling, parent, other relative, of a person with disabilities.

Reason for your interest in serving/areas of interest for people with disabilities:  
That is what I do & I am interested because I relate to being among a class of people that are vulnerable & lack a voice & therefore need to live a productive life

Times when you would be available (days, evenings, weekends):  
Occasional evenings & wknd availability - varies due to other community commitments

Do you or any member of your family have any business dealings with the Town? If yes, please explain:  
Yes, I bought my home compliments of the Sudbury Home Preservation Lottery

PLE (Initial here that you have read, understand and agree to the following statement)

I agree that if appointed, I will work toward furtherance of the committee's mission statement as adopted by the Board of Selectmen and further, I agree that I will conduct my committee activities in a manner which is compliant with all relevant State and Local laws and regulations, including but not limited to the Open Meeting Law, Public Records Law, Conflict of Interest Law, Email Policy and the Code of Conduct for Town Committees.

I hereby submit my application for consideration for appointment to the Board or Committee listed above.

Signature Pat Elgart Date 9/26/13

# AGENDA REQUEST – Item #9

## BOARD OF SELECTMEN

### Requestor's Section

**Date of request:** *November 15, 2013*

**Requestor:** *Patty Golden*

**Action requested:** *Vote to approve the regular and executive session meeting minutes of November 5, 2013.*

**Financial impact expected:** *None*

**Background information (if applicable, please attach if necessary):**

*CONSENT CALENDAR*

**Recommendations/Suggested Motion/Vote:**

*Vote to approve the regular and executive session meeting minutes of November 5, 2013.*

**Person(s) expected to represent Requestor at Selectmen's Meeting:** *N/A*

### Selectmen's Office Section

**Date of Selectmen's Meeting:** *November 19, 2013*

**Board's action taken:**

**Follow-up actions required by the Board of Selectmen or Requestor:**

**Future Agenda date (if applicable):**

**Distribution:**

**Town Counsel approval needed?      Yes ( )      No ( X )**

# AGENDA REQUEST #10

## BOARD OF SELECTMEN

### Requestor's Section

Date of request: 11/8/13

Requestor: Andrea Terkelsen, Town Treasurer/Finance Director

Action requested: CONSENT CALENDAR

Accept FY14 Q1 report for the Town Pooled Trusts

Financial impact expected: N/A

Background information (if applicable, please attach if necessary):

This is the usual quarterly submission for the Board. No other action is required.

Recommendations/Suggested Motion/Vote:

To accept FY14 first quarter report for the Town Pooled Trusts submitted by the Town Treasurer

Person(s) expected to represent Requestor at Selectmen's Meeting: N/A

### Selectmen's Office Section

Date of Selectmen's Meeting: 11/19/13

Board's action taken:

Follow-up actions required by the Board of Selectmen or Requestor:

Future Agenda date (if applicable):

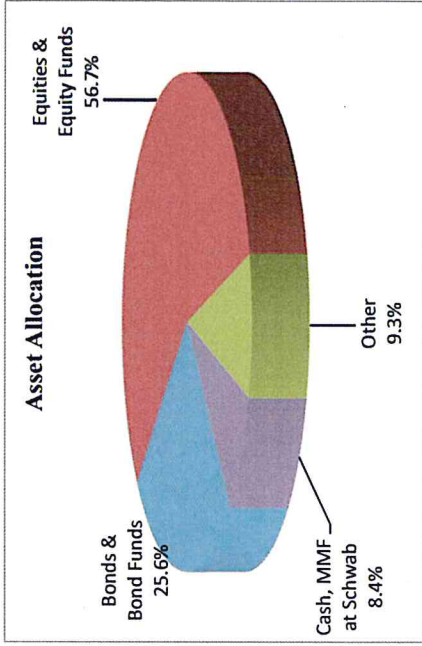
Distribution:

Town Counsel approval needed? Yes ( ) No ( )

**Town of Sudbury  
Town Trust Investments  
as of Sep 30, 2013**

Portfolio Composite:	Market Value	Unrealized Gain/(Loss)	% Gain/(Loss)
Bonds & Bond Funds	\$ 470,777	\$ (14,293)	-3.0%
Equities & Equity Funds	\$ 1,043,459	\$ 130,106	12.5%
Other	\$ 171,710	\$ 28,135	16.4%
Cash, MMF at Schwab	\$ 154,955	\$ -	0.0%
	<u>\$ 1,840,901</u>	<u>\$ 143,947</u>	<u>7.8%</u>

FY Income/Earnings \$ 8,367  
 FY Market Value Changes \$ 57,390  
 FY changes excld. Deposits/transfers \$ 65,756



**Investment Portfolio for FY13  
as of Sep 30, 2013**

	Price	Market Value	Average Cost Basis	Unrealized Market Gain/(Loss)
<b>Investments - Bonds &amp; Bond Funds</b>				
Vanguard GNMA Fund	10.55	217,183.46	226,523.21	(9,339.75)
Vanguard Interm Term	9.81	110,262.10	113,446.90	(3,184.80)
Vanguard Short-Term Treasury	10.71	143,331.21	145,099.90	(1,768.69)
<b>Total:</b>		<b>470,776.77</b>	<b>485,070.01</b>	<b>(14,293.24)</b>
<b>Investments - Equities &amp; Equity Funds</b>				
Fidelity Contra Fund	93.30	246,284.94	176,976.20	69,308.74
Harbor International Fund Inst CL	69.28	215,234.74	174,974.75	40,259.99
PIMCO All Asset Instl CI	12.22	197,415.19	200,076.00	(2,660.81)
Vanguard Emerging Mkts Stock Index Fund	25.59	140,888.76	153,354.06	(12,465.30)
Vanguard Div Appreciation	69.61	243,635.00	207,971.95	35,663.05
<b>Total:</b>		<b>1,043,458.63</b>	<b>913,352.96</b>	<b>130,105.67</b>
<b>Investments - Other</b>				
JP Morgan Exch Traded NT Alerian MLP	44.60	171,710.00	143,575.45	28,134.55
<b>Total:</b>		<b>171,710.00</b>	<b>143,575.45</b>	<b>28,134.55</b>
<b>Investments - Cash &amp; MMF</b>				
Cash & MMF- at Charles Schwab	1.00	154,955.34	154,955.34	-
<b>TOTAL TRUST INVESTMENTS</b>				<b>143,946.98</b>

**Town of Sudbury  
Town Trust Disbursements  
as of Sep 30, 2013**

Fund	Approved Distributions FY14	Expenses FY14	Distribution Balance FY14
Forrest Bradshaw	100.00		100.00
Goodnow Library	20,900.00	2,244.12	18,655.88
Lydia Raymond	300.00		300.00
Rhoades Memorial	800.00		800.00
<b>Total: Goodnow Library</b>	<b>22,100.00</b>	<b>2,244.12</b>	<b>19,855.88</b>
Annie Thorpe			0.00
Cheri-Anne Cavanaugh	2,200.00	80.00	2,120.00
Discretionary/Charity	2,200.00		2,200.00
Raymond Mausoleum	900.00		900.00
Raymond Scholarship*	1,500.00	1,500.00	0.00
Tercentenary Fund			0.00
School Fund			0.00
Sept. 11 Memorial Fund			0.00
Perpetual Care	25,800.00	2,880.00	22,920.00
Garfield Trust			0.00
Haskell Field Loop Trail			0.00
Boundless Playgrd Maint			0.00
Wood-Davison House			0.00
Harry C Rice			0.00
<b>Total: Other</b>	<b>32,600.00</b>	<b>4,460.00</b>	<b>28,140.00</b>
<b>Total: Town Trust Funds</b>	<b>54,700.00</b>	<b>6,704.12</b>	<b>47,995.88</b>

\*Approval occurs in May/June. FY14 actuals includes late disbursement for FY13 recipient.

**Town of Sudbury  
Town Trust Fund Balances  
as of Sep 30, 2013**

Curr % of Total in Trust
0.06%
20.22%
0.11%
0.42%
<b>20.81%</b>
1.65%
0.67%
3.51%
0.29%
0.83%
0.04%
0.21%
1.82%
53.70%
2.64%
0.43%
0.90%
3.85%
8.66%
<b>79.19%</b>
<b>100.00%</b>

NON EXPENDABLE PORTION			
7/1/2013 Balance	New Principal	FY14 YTD Balance	
600.00	-	600.00	
254,386.30	-	254,386.30	
854.79	-	854.79	
3,793.46	-	3,793.46	
<b>259,634.55</b>	<b>-</b>	<b>259,634.55</b>	
6,222.27	-	6,222.27	
1,045.04	-	1,045.04	
51,370.67	-	51,370.67	
1,020.10	-	1,020.10	
13,879.50	-	13,879.50	
-	-	0.00	
276.11	-	276.11	
-	-	0.00	
817,427.28	3,450.00	820,877.28	
41,136.86	-	41,136.86	
-	-	0.00	
-	-	0.00	
-	-	0.00	
932,377.83	3,450.00	935,827.83	
<b>1,192,012.38</b>	<b>3,450.00</b>	<b>1,195,462.38</b>	

EXPENDABLE PORTION									
7/1/2013 Balance	Investment Income	Market Value Changes	Expendable Principal	Distributions	FY14 YTD Balance	Total FY14 YTD Balance	Allocated Cash Available Balance		
493.16	5.15	35.32	-	0.00	533.63	1,133.63	130.50		
104,481.25	1,692.23	11,607.75	-	2,244.12	115,537.11	369,923.41	28,255.36		
1,126.79	9.39	64.37	-	0.00	1,200.55	2,055.34	293.60		
3,536.36	34.58	237.21	-	0.00	3,808.15	7,601.61	931.31		
<b>109,637.56</b>	<b>1,741.35</b>	<b>11,944.65</b>	<b>-</b>	<b>2,244.12</b>	<b>121,079.44</b>	<b>380,713.99</b>	<b>29,610.78</b>		
22,872.31	137.81	945.26	-	0.00	23,955.38	30,177.65	5,858.45		
10,811.40	56.21	385.51	-	80.00	11,173.12	12,218.16	2,732.46		
10,579.73	293.21	2,011.26	-	0.00	12,884.20	64,254.87	3,150.92		
4,071.99	23.97	164.38	-	0.00	4,260.34	5,280.44	1,041.89		
2,135.66	75.85	520.31	-	1,500.00	1,231.82	15,111.32	301.25		
680.43	3.22	22.10	-	0.00	705.75	705.75	172.60		
3,412.99	17.47	119.86	-	0.00	3,550.32	3,826.43	868.25		
32,072.28	151.75	1,040.96	-	0.00	33,264.99	33,264.99	8,135.17		
128,853.55	4,489.41	30,795.00	-	2,880.00	161,257.96	982,135.24	39,436.70		
5,419.12	220.51	1,512.56	-	0.00	7,152.19	48,289.05	1,749.12		
7,507.38	35.55	243.91	-	0.00	7,786.84	7,786.84	1,904.32		
15,888.09	75.24	516.19	-	0.00	16,479.52	16,479.52	4,050.18		
67,959.66	321.88	2,207.95	-	0.00	70,489.49	70,489.49	17,238.67		
152,663.19	723.07	4,959.89	-	0.00	158,346.15	158,346.15	38,724.60		
<b>464,927.78</b>	<b>6,625.15</b>	<b>45,445.14</b>	<b>-</b>	<b>4,460.00</b>	<b>512,538.07</b>	<b>1,448,365.90</b>	<b>125,344.56</b>		
<b>574,565.34</b>	<b>8,366.50</b>	<b>57,389.79</b>	<b>-</b>	<b>6,704.12</b>	<b>635,617.51</b>	<b>1,829,079.89</b>	<b>154,955.34</b>		

Forest Bradshaw
Goodnow Library
Lydia Raymond
Rhoades Memorial
<b>Sub-Total: Goodnow Library</b>
Annie Thorpe Fund
Cheri-Anne Cavanaugh Fund
Discretionary/Charity
Ramond Mausoleum
Raymond Scholarship
Tercentenary Fund (Yr 2075)
School Fund
Sept 11 Memorial
Perpetual Care
Garfield Trust
Haskell Field Loop Trail
Boundless Playgrd Maint Trust
Wood-Davison House
Harry C Rice
<b>Sub-Total: Other</b>
<b>Total: Pooled Trust Funds</b>

# AGENDA REQUEST – Item #11

## BOARD OF SELECTMEN

### Requestor's Section

**Date of request:** *May 10, 2013*

**Requestor:** *David Conboy, Manager, Karma Coffee Roasters*

**Action requested:** *Approval of a new Common Victualler License*

**Financial impact expected:** *\$50 Common Victualler*

**Background information (if applicable, please attach if necessary):**

### CONSENT CALENDAR

**Recommendations/Suggested Motion/Vote:** *As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for Karma Coffee Roasters, 100C Boston Post Road, David Conboy, Manager, as requested in an application dated May 10, 2013.*

**Person(s) expected to represent Requestor at Selectmen's Meeting:**

*None*

### Selectmen's Office Section

**Date of Selectmen's Meeting:** *November 19, 2013*

**Board's action taken:**

**Follow-up actions required by the Board of Selectmen or Requestor:**

**Future Agenda date (if applicable):**

**Distribution:**

**Town Counsel approval needed?**

Yes ( )

No ( X )

## Golden, Patricia

---

**From:** Leupold, Bob  
**Sent:** Wednesday, November 13, 2013 10:43 AM  
**To:** Golden, Patricia  
**Subject:** RE: New Common Victualler application - Karma Coffee - 100C Boston Post Road

Karma Coffee has had a Food Establishment Permit with the Board of Health since they opened. There are no issues with issuing a Common Victualler permit. Bob Leupold, Health Director

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

**From:** Golden, Patricia  
**Sent:** Wednesday, November 13, 2013 9:13 AM  
**To:** Herweck, Mark; Leupold, Bob; Miles, William  
**Subject:** FW: New Common Victualler application - Karma Coffee - 100C Boston Post Road

Hello,

The attached application has been submitted to our office. The establishment has been in business for some time, but just now has applied for this common victualler license. Could you please review this application and let me know of any issues by Thursday, 11/14 at noon. This is scheduled for the 11/19 Selectmen's meeting.

Thank you.

Patty Golden  
Senior Admin Asst to the Town Manager  
Town of Sudbury  
Ph: 978-639-3382  
Fax: 978-443-0756  
[www.sudbury.ma.us](http://www.sudbury.ma.us)

When writing or responding, please be aware the Secretary of State has determined that e-mail is a public record and thus not confidential



## Golden, Patricia

---

**From:** Herweck, Mark  
**Sent:** Wednesday, November 13, 2013 6:16 PM  
**To:** Golden, Patricia; Leupold, Bob; Miles, William  
**Subject:** RE: New Common Victualler application - Karma Coffee - 100C Boston Post Road

The Building Department has no issues.

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

**From:** Golden, Patricia  
**Sent:** Wednesday, November 13, 2013 9:13 AM  
**To:** Herweck, Mark; Leupold, Bob; Miles, William  
**Subject:** FW: New Common Victualler application - Karma Coffee - 100C Boston Post Road

Hello,

The attached application has been submitted to our office. The establishment has been in business for some time, but just now has applied for this common victualler license. Could you please review this application and let me know of any issues by Thursday, 11/14 at noon. This is scheduled for the 11/19 Selectmen's meeting.

Thank you.

Patty Golden  
Senior Admin Asst to the Town Manager  
Town of Sudbury  
Ph: 978-639-3382  
Fax: 978-443-0756  
[www.sudbury.ma.us](http://www.sudbury.ma.us)

When writing or responding, please be aware the Secretary of State has determined that e-mail is a public record and thus not confidential

## Golden, Patricia

---

**From:** Miles, William  
**Sent:** Wednesday, November 13, 2013 9:25 AM  
**To:** Golden, Patricia; Herweck, Mark; Leupold, Bob  
**Subject:** RE: New Common Victualler application - Karma Coffee - 100C Boston Post Road

The Fire Department has no issues with this application.

William L. Miles  
Fire Chief  
Sudbury Fire Department  
77 Hudson Road  
Sudbury, MA 01776-1666  
978-443-1038 Extension 1214

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

**From:** Golden, Patricia  
**Sent:** Wednesday, November 13, 2013 9:13 AM  
**To:** Herweck, Mark; Leupold, Bob; Miles, William  
**Subject:** FW: New Common Victualler application - Karma Coffee - 100C Boston Post Road

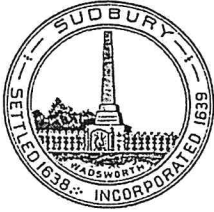
Hello,

The attached application has been submitted to our office. The establishment has been in business for some time, but just now has applied for this common victualler license. Could you please review this application and let me know of any issues by Thursday, 11/14 at noon. This is scheduled for the 11/19 Selectmen's meeting.

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Patty Golden  
Senior Admin Asst to the Town Manager  
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When writing or responding, please be aware the Secretary of State has determined that e-mail is a public record and thus not confidential



# Town of Sudbury

Office of Selectmen  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756  
Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

## APPLICATION FOR LICENSE

### COMMON VICTUALLER

TO THE LICENSING AUTHORITY  
SUDBURY, MASSACHUSETTS

Name of applicant Stir Your Soul, Inc. DBA Karma Coffee Date 5/10/13  
Address of applicant 100C Boston Post Rd., Sudbury, MA 01776  
Phone 978-443-2073 Email karmacoffee@yahoo.com  
Address where license is to be exercised same

In accordance with M.G.L. c.140, I hereby request a Common Victualler license,  
to be presented within the premises herein described.

\_\_\_\_\_  
Signature of authorized person

## TAX ATTESTATION

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



\* Signature of Individual

President

By: Corporate Officer

04-3520204

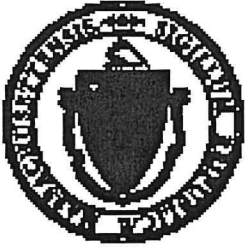
\*\* Social Security # Voluntary  
or Federal Identification Number

5/10/13

Date

\* This license will not be issued unless this certification is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filings or tax payment obligations. Licensees who fail to correct their non-filing or delinquency **will be subject to license suspension or revocation.** This request is made under the authority of Massachusetts General Law, Chapter 62C, Section 49A.



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$100.00

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

**Annual Report**

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Federal Employer Identification Number: 043520204 (must be 9 digits)

1. Exact name of the corporation: STIR YOUR SOUL INC.

2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: DAVID CONBOY  
No. and Street: 35 MORSE ROAD  
City or Town: FRAMINGHAM State: MA Zip: 01701 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 100 C BOSTON POST ROAD  
City or Town: SUDBURY State: MA Zip: 01776-2404 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	DAVID CONBOY	36 DAWSON DRIVE SUDBURY, MA 01776 USA
TREASURER	DAVID CONBOY	36 DAWSON DRIVE SUDBURY, MA 01776 USA
SECRETARY	PATRICIA CONBOY	36 DAWSON DRIVE SUDBURY, MA 01776 USA
DIRECTOR	DAVID CONBOY	36 DAWSON DRIVE SUDBURY, MA 01776 USA

7. Briefly describe the business of the corporation:

COFFEE ROASTER - WHOLESALE & RETAIL

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	200,000	\$0.00	1,000

9. Check here if the stock of the corporation is publicly traded:

**10. Report is filed for fiscal year ending: 12/31/ 2012**

**Signed by DAVID CONBOY , its PRESIDENT  
on this 15 Day of March, 2013**

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INFORMATION PAGE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Item B

INSURER: HARTFORD INSURANCE COMPANY OF THE MIDWEST  
HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

NCCI Company Number: 20605  
Company Code: G



\*1500276LX10630101 00772

POLICY NUMBER: 76 WEG LX1063  
Previous Policy Number: 76 WEG LX1063  
HOUSING CODE: 76

Suffix  
LARS RENEWAL  
02

1. Named Insured and Mailing Address: STIRR YOUR SOUL INC  
(No., Street, Town, State, Zip Code)

(SEE ENDT)

FEIN Number: 043520204  
35 MORSE RD  
FRAMINGHAM, MA 01701

State Identification Number(s):  
UIN:

The Named Insured is: CORPORATION  
Business of Named Insured: COFFEE SHOP WITH NO COOKING  
Other workplaces not shown above: 35 MORSE RD  
FRAMINGHAM MA 01701

2. Policy Period: From 07/29/12 To 07/29/13  
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

PO BOX 33015  
SAN ANTONIO, TX 78265  
Producer's Code: 210705

Issuing Office: THE HARTFORD  
55 FARMINGTON AVE., SUITE 301  
HARTFORD CT 06115  
(877) 287-1312

Total Estimated Annual Premium: \$1,846  
Deposit Premium:  
Policy Minimum Premium: \$249 MA

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Authorized Representative

06/16/12  
Date

**INFORMATION PAGE (Continued)**

**Policy Number: 76 WEG LX1063**

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: **MA**

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily injury by Accident</b>	<b>\$100,000</b>	<b>each accident</b>
<b>Bodily injury by Disease</b>	<b>\$500,000</b>	<b>policy limit</b>
<b>Bodily injury by Disease</b>	<b>\$100,000</b>	<b>each employee</b>

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

WC 00 04 21C WC 00 04 22A WC 20 01 01 WC 20 03 03D WC 99 03 00D  
SEE ENDT

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis		
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
6504 COFFEE CLEANING, ROASTING OR GRINDING	35,400	2.58	913
9079 DOUGHNUT SHOP - RETAIL	66,500	1.07	712
MA RATE DEVIATION PREMIUM CREDIT (.15) (9037)			-244
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			1,381
EXPENSE CONSTANT (0900)			338
MASSACHUSETTS DIA ASSESSMENT 5.900 PERCENT			96
TERRORISM (9740)	101,900	.030	31
TOTAL ESTIMATED ANNUAL PREMIUM			1,846

**Total Estimated Annual Premium:** \$1,846  
**Deposit Premium:**  
**Policy Minimum Premium:** \$249 MA

**Interstate/Intrastate Identification Number:**

**Labor Contractors Policy Number:**

**NAICS:**  
**SIC:** 5812  
**UIN:**  
**NO. OF EMP:** 000004

\*1500276LX10630101 00773





6/11/11 (4)

# FIRST AMENDMENT OF LEASE

This FIRST AMENDMENT OF LEASE is entered into this 30 day of December, 2011 by and between **Old Way Realty Trust** having a mailing address at 88 Tisdale Drive, Dover, MA 02030.02110 (hereinafter called "Landlord") and **Stir Your Soul, Inc. (d.b.a. Karma Coffee Roasters)** having a mailing address at 100-A Boston Post Road, Sudbury MA 01776 (hereinafter called "Tenant")

### Witnesseth:

A. Landlord and Tenant commenced a certain lease dated January 1, 2006 (the "Lease") consisting of approximately 2,000 rentable square feet of space at 100-A Boston Post Road, Sudbury, MA 01776 (the "Existing Premises"), all as more particularly described therein.

B. Landlord and Tenant desire to amend the Lease in the manner set forth above.

1. On the First Amendment Commencement Date, the Premises shall expand the premises to 2,970 rentable square feet, as shown on Schedule B (the "First Amendment Premises").

2. The First Commencement Date shall be January 1, 2012.

3. The Proportionate Share shall be increased to 43%

4. The Term of the Lease is hereby extended and shall expire on December 31, 2016.

5. Starting on the First Amendment Commencement Date, Tenant shall pay Base Rent on the following schedule:

Years 1-3: [REDACTED] per month  
Year 3-5: [REDACTED] per month

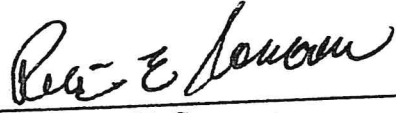
Except as specifically amended by the terms of this First Amendment of Lease, all of the terms, conditions and provisions of the Lease shall remain in full force and effect throughout the balance of the Term of the Lease. From and after the date hereof, the Lease and this First Amendment of Lease shall collectively be referred to as the "Lease."

As of this date, the parties acknowledge that neither has a claim for damage or liability of any kind pursuant to this Lease, as amended, or at law or equity, and the parties hereby agree to release and hold each other harmless from and against all suits, liabilities, obligations or claims of any kind or any matters arising prior to this date.

**WITNESS THE EXECUTION HEREOF**, under seal, as of the date set forth above, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

**LANDLORD:**

**Old Way Realty Trust**



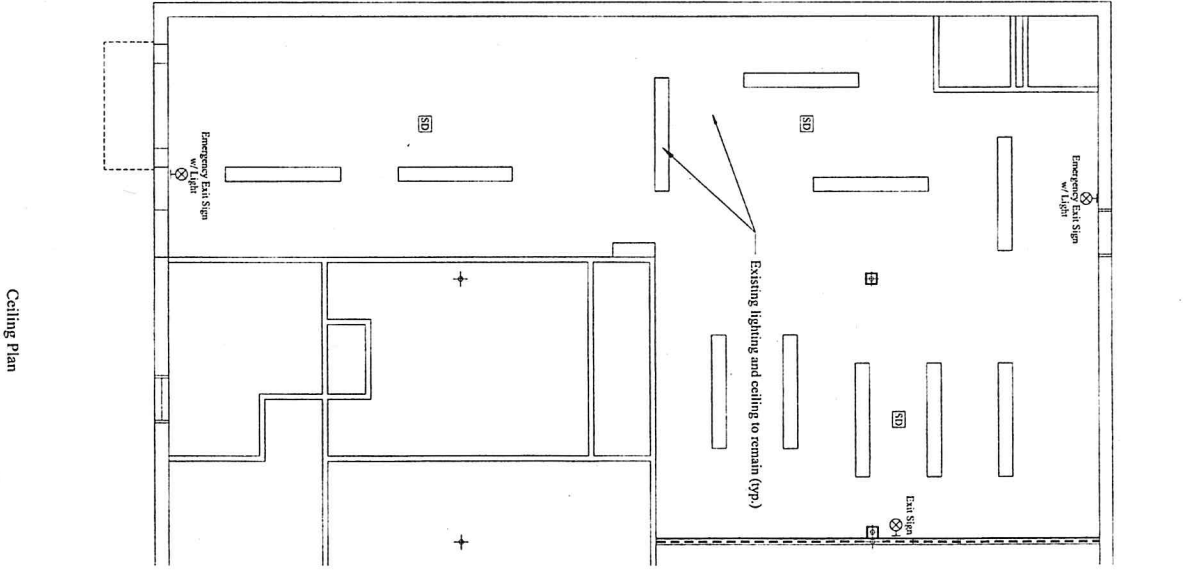
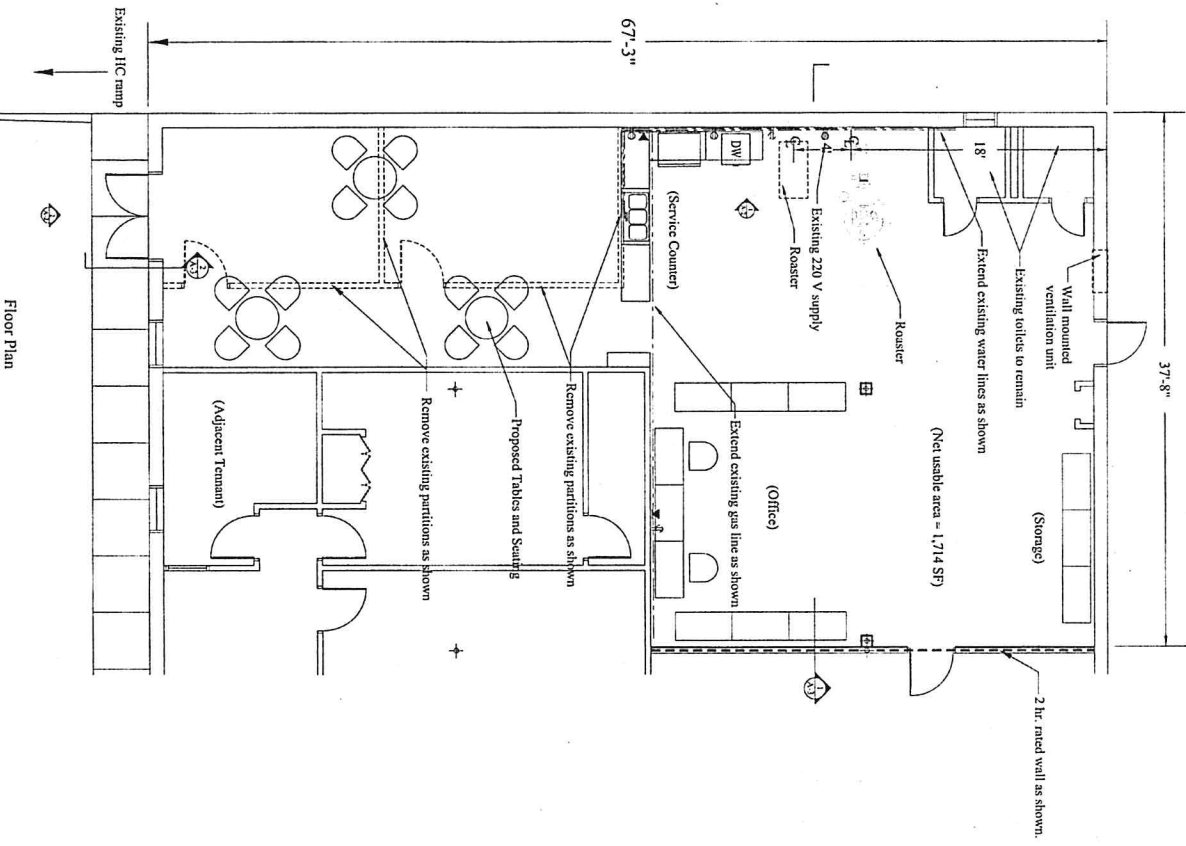
By: Robert E. Connors  
Its: As Trustee but not individually

**TENANT:  
Roasters)**

**Stir Your Soul, Inc (d.b.a. Karma Coffee**



By: David Conboy  
Its: President



Floor Plan

Ceiling Plan

A-1

TITLE	Main Level Floor Plan w/ Demolition Notes Main Level Ceiling Plan	
JOB No.	0505	
DRAWING No.	A-1	
DATE	SCALE	1/4" = 1'-0"
DRAWN	CHKD	DATE

REV. No.	DATE	DESCRIPTION



**Karma Coffee Roasters**  
 100B Boston Post Road, Sudbury, MA 01776  
 Paul Woyda, AIA  
 11 Birchwood Avenue, Sudbury, MA 01776  
 978.440.9231 woyda@earthlink.net

# AGENDA REQUEST - Item #12

## BOARD OF SELECTMEN

### Requestor's Section:

**Date of request:** *November 14, 2013*

**Requestor:** *Maureen Valente, Town Manager*

**Action requested:** CONSENT CALENDAR

*Vote to appoint Capital Improvement Advisory Committee members for terms tending May 31, 2014.*

**Financial impact expected:** *None*

**Background information:** *none*

**Recommendations/Suggested Motion/Vote:**

*Vote to appoint the following members to the Capital Improvement Advisory Committee for terms ending May 31, 2014: Eric Greece, 21 Drum Lane; Pascal Cleve, 3 Camperdown Lane, and Thomas Travers, 32 Old Framingham Road.*

**Person(s) expected to represent Requestor at Selectmen's Meeting:** *None*

### Selectmen's Office Section:

**Date of Selectmen's Meeting:** *November 19, 2013*

**Board's action taken:**

**Follow-up actions required by the Board of Selectmen or Requestor:**

**Future Agenda date (if applicable):**

**Distribution:**

**Town Counsel approval needed?**

Yes ( )

No ( )

# AGENDA REQUEST – ITEM #13

## BOARD OF SELECTMEN

### Requestor's Section:

**Date of request:** *November 1, 2013*

**Requestors:** *Chris Stephans, No. 29 Sudbury and Ali Bigdeliazari, bistro20*

**Action requested:** CONSENT CALENDAR

*Permission to extend the licensed closing hour and serving of alcoholic beverages by one hour on Thanksgiving Eve/Day, Thursday, November 28<sup>th</sup> to 1:00 a.m.*

**Financial impact expected:** *None*

**Background information:** *Annual one-hour Thanksgiving license extensions*

**Recommendations/Suggested Motion/Vote:**

*Vote to approve a one-hour extension of the licensed closing hour and serving of alcoholic beverages for licensees who make application in advance to the Town Manager's Office; and for No. 29 Sudbury, 29 Hudson Road (from midnight to 1:00 a.m.) and bistro20, 120 Boston Post Road, (midnight to 1:00 a.m.) on Thursday, November 28, 2013, (Thanksgiving Day) on the condition that the kitchen remains open and food is served.*

**Person(s) expected to represent Requestor at Selectmen's Meeting:** *None*

### Selectmen's Office Section:

**Date of Selectmen's Meeting:** *November 19, 2013*

**Board's action taken:**

**Follow-up actions required by the Board of Selectmen or Requestor:**

**Distribution:**

**Town Counsel approval needed?                      Yes ( )                      No ( X )**

**Golden, Patricia**

---

**From:** Ali Bigdeliazari <bigdeli18@gmail.com>  
**Sent:** Wednesday, November 06, 2013 3:32 PM  
**To:** Selectmen  
**Subject:** Re: request for extension on our operation hour for Nov 23rd

Dear Madam/Sir,

This is a request for an extension of our operations hours for the night of Wednesday November 27th until 1 am. Thank you for your help and continued support.

Sincerely

Ali Bigdeliazari  
Bellino's Restaurant Group,LLC  
DBA Bistro20

On Thu, Nov 3, 2011 at 1:08 PM, Ali Bigdeliazari <[bigdeli18@gmail.com](mailto:bigdeli18@gmail.com)> wrote:

Dear Madam/Sir,

This is a request for an extension of our operations hours for the night of Wednesday November 23rd until 1 am. Thank you for your help and continued support.

Sincerely

Ali Bigdeliazari  
Shane Manfred  
Bistro20  
120 Boston Post Rd  
Sudbury, Ma 01776  
[978-440-8855](tel:978-440-8855)

**Golden, Patricia**

---

**From:** chris@29sudbury.com  
**Sent:** Tuesday, November 12, 2013 11:22 AM  
**To:** Selectmen's Office  
**Subject:** license

29 sudbury is applying to stay open for the extra time on Thanksgiving eve

Thank You chris

# AGENDA REQUEST - Item #14

## BOARD OF SELECTMEN

### Requestor's Section:

**Date of request:** *November 7, 2013*

**Requestor:** *Lyn MacLean, Board of Trustees, Rebecca Circle*

**Action requested (Who, what, when, where and why):**

*Acceptance by the Board of Selectmen of a \$40 donation*

**Financial impact expected:** *None*

**Background information (if applicable, please attach if necessary):**

### CONSENT CALENDAR

**Recommendations/Suggested Motion/Vote:** *Vote to accept, on behalf of the Town, a \$40 donation from the Sudbury United Methodist Church Rebecca Circle into the Cheri-Anne Cavanaugh Trust Fund, to be expended under the direction of the Town Social Worker to counsel Lincoln-Sudbury High School students, and to send a letter of appreciation to the Rebecca Circle.*

**Person(s) expected to represent Requestor at Selectmen's Meeting:** *None*

### Selectmen's Office Section:

**Date of Selectmen's Meeting:** *November 19, 2013*

**Board's action taken:**

**Follow-up actions required by the Board of Selectmen or Requestor:**

**Future Agenda date (if applicable):**

**Distribution:**

**Town Counsel approval needed?**

Yes ( )

No ( x )



Hosmer House  
Circa 1793

Sudbury Historical Commission  
Sudbury Centre  
Sudbury, MA 01776



251 Old Sudbury Road  
Sudbury, MA 01776  
6 November 2013

Board of Selectmen  
278 Old Sudbury Road  
Sudbury, MA 01776

Dear Gentlemen,

The Rebecca Circle of the Sudbury United Methodist Church wishes you to deposit \$40.00 into the Cheri Ann Cavanaugh Fund. This money is to be used at the Lincoln Sudbury High School for counseling purposes as the fund was sent up to do.

We wish you a Happy Thanksgiving and thank you for all the volunteer time you do.

Sincerely,

Lyn MacLean  
CoChairman

CC: Ruth Briden  
SUMC

RECEIVED  
BOARD OF SELECTMEN  
SUDBURY, MA  
2013 NOV - 7 P 12: 58

# AGENDA REQUEST - Item #15

## BOARD OF SELECTMEN

### Requestor's Section:

Date of request: *November 8, 2013*

Requestor: *Town Clerk*

Action requested: *Signing of the Special State Election Warrant by the Board of Selectmen for posting by the constable no later than December 3, 2013.*

Financial impact expected: *None*

Background information:

Recommendations/Suggested Motion/Vote: *Vote to sign the Special State Election Warrant for posting by the constable no later than December 3, 2013*

Person(s) expected to represent Requestor at Selectmen's Meeting:

*N/A*

### Selectmen's Office Section:

Date of Selectmen's Meeting: *11/19/13*

Board's action taken:

Follow-up actions required by the Board of Selectmen or Requestor:

Future Agenda date (if applicable):

Distribution:

Town Counsel approval needed?

Yes ( )

No ( X )

**COMMONWEALTH OF MASSACHUSETTS**  
**WILLIAM FRANCIS GALVIN**  
**SECRETARY OF THE COMMONWEALTH**

**SS. Middlesex**

To the Constables of the Town of SUDBURY

**GREETING:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in the Special State Election to vote at

**PRECINCTS 1A, 2, & 5      FAIRBANK COMMUNITY CENTER**  
**40 FAIRBANK ROAD**

**PRECINCTS 3 & 4      TOWN HALL**  
**322 CONCORD RD**

on **TUESDAY, THE TENTH OF DECEMBER, 2013**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the Special State Election for the candidates for the following office:

**REPRESENTATIVE IN CONGRESS. . . . FIFTH CONGRESSIONAL DISTRICT**

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2013.  
(Month)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SELECTMEN OF SUDBURY**

I have served this warrant by posting attested printed copies thereof at the Town Hall and such other places as the Selectmen deem appropriate but not less than 3 in each precinct and not less than 15 in the Town, at least 7 days before the time appointed for said meeting.

\_\_\_\_\_, 2013.  
Constable (month and day)

Warrant must be posted by December 3, 2013 (at least *seven days prior* to December 10, 2013.)





# Town of Sudbury

Planning and Community Development Department

Jody A. Kablack, Director

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776  
978-639-3387  
Fax: 978-443-0756

<http://www.sudbury.ma.us/services/planning>  
[kablackj@sudbury.ma.us](mailto:kablackj@sudbury.ma.us)

TO: Maureen Valente, Town Manager  
FROM: *jak* Jody Kablack, Planning and Community Development Director  
DATE: November 15, 2013  
RE: Resale of Affordable Housing Unit

We have our second resale of an affordable unit in Sudbury! It is unit #28 at the Villages at Old County Road, 6 Old County Road. Under the affordable housing restriction recorded on the unit (i.e., the deed rider), the Town of Sudbury is the Monitoring Agent for this unit, and we are responsible for complying with the terms regarding resale. This deed rider is different from the last resale unit the Board discussed in May of this year, which granted the Town a right of first refusal on the property prior to marketing it to outside interests. This deed rider first urges the location of an eligible buyer, and if none is located within 90 days, then the Town has the right to purchase the property. We are fortunate that an eligible buyer has been found within the prescribed time period, thereby ensuring a smooth transition from one qualified buyer to the next, and staying the affordability of this unit.

In preparing for the closing of the unit to the new buyer, the responsibility of the Monitoring Agent is to execute a Certificate of Compliance noting the purchase price and resale price multiplier for the buyer. This certificate is then recorded as part of the closing documentation. The Affordable Housing Restriction requires the execution of the certificate by the Chief Executive Officer, or their designee. Under our Town Charter, the Board of Selectmen is the Chief Executive Officer.

I am again asking the Board of Selectmen to designate the Town Manager to act on the Town's behalf for this and other similar actions needed when the Town has been designated the Monitoring Agent. In May this was discussed, but the Board limited its designation powers to signing off on refinancing requests only. Once the Landham Crossing development is completed, we will have a total of 31 affordable homeownership units, all of which will have similar requirements for Municipal consent for a variety of ministerial issues, and which require timely decisions. The need to bring forth an agenda item each time a request is made is cumbersome to the property transfer process and could delay closings. Each request will be scrutinized by Town staff and a recommendation provided to the Town Manager. The more important approval authority for the creation of new units of affordable housing or other substantive housing considerations will specifically require Board of Selectmen approval and will be put on the agenda for discussion. This request for delegation of the Selectmen's authority is again for acts such as passing on the Town's rights of first refusal to purchase units, executing forms and other ministerial acts.

Please discuss this information with the Selectmen at your earliest consideration. But in the interim, please have the Chairman sign the enclosed certificate at the November 19, 2013 meeting, as the closing for this unit is scheduled for November 22, 2013.

**Certificate of Compliance**

Re: Unit No. 28 of the Villages at Old County Road, Sudbury, MA

The undersigned Monitoring Agent hereby certifies as follows with respect to a certain Affordable Housing Deed Rider annexed to and made part of that certain Deed from Old County Road, LLC ("Grantor") to Beth Nadel Dorfman ("Grantee") dated October 1, 2010, recorded with the South Middlesex Registry of Deeds in Book 55513, Page 273 with respect to the Property having an address of 6 Old County Road, Unit 28, Sudbury, Massachusetts 01776 (The Seller's Affordable Housing Deed Rider):

1. The Property referred to herein is the Property described in the Seller's Affordable Housing Deed Rider.
2. Ke Xu and Qiuping Chen is the (check one)  **Eligible Purchaser**  **Ineligible Purchaser** of the Property.
3. The total consideration to be paid by the Purchaser to the Grantee for the purchase of the property is \$179,170. (The Maximum Resale Price for the Property \$ 176,528 + Resale Fee \$2,642 .
4. The Resale Price Multiplier to be used in subsequent transactions is 1.90. (Sales Price of \$179,170, Base Income Number of \$94,400.)
5. The conveyance of the Property by the Grantee to the Purchaser is in compliance with the rights, restrictions, covenants, and agreements contained in the Affordable Housing Deed Rider.
6. The Purchaser of the Property has executed an Affordable Housing Restriction Deed Rider with respect to the Property, which is identical in form and substance to the Seller's Affordable Housing Deed Rider.
7. Upon conveyance of the Property by the Grantee to the Purchaser, the recording of the Affordable Housing Restriction Deed Rider executed by the Purchaser, and the recording of this Certificate of Compliance, the rights, restrictions, agreements, and covenants contained in the Seller's Affordable Housing Restriction shall be null and void.
8. All defined terms used herein shall have the definition set forth in the Seller's Affordable Housing Deed Rider unless otherwise defined herein.

\_\_\_\_\_  
John C. Drobinski, Chairman  
Town of Sudbury Board of Selectmen

**Commonwealth of Massachusetts**

Middlesex, ss.

Date \_\_\_\_\_

On this, \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her free act and deed, in such capacity, before me.

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

19

19



2010 00175150

Bk: 55513 Pg: 273 Doc: DEED  
Page: 1 of 19 10/01/2010 02:58 PM

**UNIT DEED**

**THE VILLAGES AT OLD COUNTY ROAD CONDOMINIUM**  
**Sudbury, Massachusetts**

OLD COUNTY ROAD LLC, a Massachusetts limited liability company with a principal place of business at 30 Turnpike Road, Suite 8, Southborough, Massachusetts 01772 ("Grantor"),

for consideration of \$172,000.00 paid, ✓

grants to Beth Nadel Dorfman of Unit 28, 6 Old County Road, Sudbury, Massachusetts 01776 ("Grantee"), *Individually*.

*with quitclaim covenants,*

Unit Number 28, (the "Unit") in The Villages at Old County Road Condominium (the "Condominium"), located at 6 Old County Road, Sudbury, Middlesex County, Massachusetts, which Condominium was created pursuant to M.G.L. Chapter 183A by the recording of a Master Deed dated November 26, 2008 and recorded with Middlesex County Southern District Registry of Deeds on November 28, 2008 at Book 51933, Page 495 ("Master Deed").

The Unit contains approximately 2364 square feet (as determined by the formula set forth in the Master Deed) and is shown on the floor plans of the Condominium recorded with the Master Deed.

The Unit is hereby conveyed together with:

1. An undivided 1.5% interest in the Common Areas and Facilities of the Condominium, as may be amended pursuant to provisions of the Master Deed;
2. The exclusive right to use those Common Areas and Facilities appurtenant to the Unit as set forth in the Master Deed; and

Unit 28, 6 Old County Road, Sudbury, MA 01776

RETURN TO  
SCOTT N. KING  
ATTORNEY AT LAW  
Two Newton Place, Suite 200  
Newton, MA 02458-1634

MASSACHUSETTS EXCISE TAX  
Southern Middlesex District ROD # 001  
Date: 10/01/2010 02:58 PM  
Ctrl# 145805 21684 Doc# 00175150  
Fee: \$784.32 Cons: \$172,000.00

3. All other rights, easements, agreements, interests and provisions contained in said Chapter 183A, the Master Deed, the Declaration of Trust of The Villages at Old County Road Condominium Trust dated November 26, 2008, and recorded with said Deeds at Book 51933, Page 516 (the "Declaration of Trust"), and the Rules and Regulations of even date adopted pursuant thereto (the "Rules and Regulations"), as any of the same may be amended from time to time pursuant to the provisions thereof.

The Unit is conveyed subject to:

1. The provisions of Chapter 183A, as may be amended from time to time; and
2. The provisions of the Master Deed, the Declaration of Trust and the Rules and Regulations, in each case as may be amended from time to time pursuant to the provisions thereof.

The Unit may be used only for residential purposes, provided, however, that the Unit may also be used for those uses incidental to and customary for residential purposes, but only if and to the extent such use is permitted by applicable zoning laws, subject to all restrictions thereon as contained in the Master Deed, the Declaration of Trust, and the Rules and Regulations, as the same may be amended from time to time pursuant to the provisions thereof.

The above-described premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions, covenants, and layouts and taking of record, insofar as they are in force and applicable.

The rights, agreements, easements, restrictions, provisions and interests set forth above, together with any amendments thereto, shall constitute covenants running with the land and shall inure to the benefit of and bind, as the case may be, any person having at any time any interest or estate in the Unit, his agents, servants, employees, licensees, invitees, visitors, guests, lessees and occupants as though the same were fully set forth herein.


For Grantor's title see deed recorded with the Middlesex County Southern District Registry of Deeds at Book 48920, Page 459.



*Executed under seal* this 1<sup>st</sup> day of October, 2010.

**OLD COUNTY ROAD LLC**

By



**Benjamin T. Stevens, Manager**

**COMMONWEALTH OF MASSACHUSETTS**

, ss.

On this 1<sup>st</sup> day of October, 2010 before me, the undersigned notary public, personally appeared the above-named **Benjamin T. Stevens**, proved to me through satisfactory evidence of identification, which were: MA Drivers License to be the person who signed the preceding or attached document, and acknowledged to me that he executed said instrument voluntarily for its stated purpose as Manager of Old County Road LLC.

  
Notary Public: Beth Anne Halpert  
My Commission Expires: 8/3/2012



**BETH-ANNE HALPERT**

**Notary Public**

**Commonwealth of Massachusetts**

**My Commission Expires**

**August 3, 2012**

I:\DeedRiderSAR-Massachusetts(Universal)  
5/30/16

**AFFORDABLE HOUSING DEED RIDER**

***For Projects in Which  
Affordability Restrictions Survive Foreclosure***

made part of that certain deed (the "Deed") of certain property (the "Property") from Old County Road, LLC ("Grantor") to Beth Nadel Dorfman ("Owner") dated OCTOBER 1, 2010. The Property is located in the City/Town of Sudbury (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i)  granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the South Middlesex County Registry of Deeds/Registry District of Land Court (the "Registry") in Book 48810, Page 405 /Document No. \_\_\_\_\_ (the "Comprehensive Permit");
- (ii)  subject to a Regulatory Agreement among Old County Road, LLC (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [  ] the Massachusetts Department of Housing and Community Development ("DHCD") [] the Municipality; and [  ] \_\_\_\_\_, dated \_\_\_\_\_ and recorded/filed with the Registry in Book 48810, Page 431 /as Document No. \_\_\_\_\_ (the "Regulatory Agreement"); and
- (iii)  subsidized by the federal or state government under \_\_\_\_\_, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, The Town of Sudbury (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is Boston-Cambridge-Quincy\_MSA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median

Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the

Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [x] eighty percent (80%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2.5 % [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of 1.87 is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the

Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the

Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.



(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed,

equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured

by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the

Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Town of Sudbury  
c/o Town Counsel  
278 Old Sudbury Road  
Sudbury, MA 01776

Grantor:

Old County Road, LLC  
30 Turnpike Road, Suite 8  
Southborough, MA 01772

Owner:

Beth Nadel Dorfman  
4 Avalon Dr, #7  
Marlborough, MA 01752

Monitoring Agent[s]

Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the

absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [ ] shall [ ] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.


16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

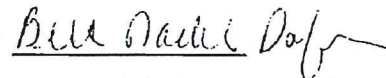
17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this 1 day of OCTOBER, 2010.

Grantor:

Owner:

By   
of 210 City Ed LLC


By 



COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 1st day of October, 2010, before me, the undersigned notary public, personally appeared Benjamin T. Stevens, the Manager of OldCountry Road LLC in its capacity as the Grantor of Unit #8, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.


 **BETH-ANNE HALPERT**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 3, 2012  
[Signature]  
Notary Public Beth Anne Halpert  
My commission expires: 8/3/2012

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 1st day of October, 2010, before me, the undersigned notary public, personally appeared Beth Nadel Dufman, the owner of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

[Signature]  
Notary Public Beth Anne Halpert  
My commission expires: 8/3/2012

 **BETH-ANNE HALPERT**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 3, 2012

**AGENDA REQUEST #17**  
**BOARD OF SELECTMEN**

**Requestor's Section**

**Item Name:** *Request for Board to approve draft agreement with NSTAR for planting plan on Stock Farm and Pelham Island Road*

**Date of request:** *October 31, 2013*

**Requestor:** *Maureen Valente, Town Manager*

**Action requested (Who, what, when, where and why):**

*Provide approval for the planting plans and responsibilities as negotiated by the Town Manager with NSTAR*

**Financial impact expected:** *Will require DPW to perform watering on the plants*

**Background information (if applicable, please attach if necessary):**

*Attached letter from NSTAR*

**Recommendations/Suggested Motion/Vote:**

*Approve the negotiated agreement as described by the Town Manager*

**Person(s) expected to represent Requestor at Selectmen's Meeting:**

*Town Manager Maureen Valente*

**Selectmen's Office Section**

**Date of Selectmen's Meeting:** 11/19/13

**Board's action taken:**

**Follow-up actions required by the Board of Selectmen or Requestor:**

**Future Agenda date (if applicable):**

**Distribution:**

**Town Counsel approval needed?**

**Yes (X)**

**No ( )**



157 Cordaville Road Southborough, Massachusetts 01772

November 15, 2013

Ms. Maureen G. Valente, Town Manager  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776-1843

Dear Ms. Valente:

I appreciate the opportunity to meet with you on October 29, 2013 to find resolution for the road screens at Stock Farm Road and Pelhalm Island Road crossings of NSTAR Electric Company's (NSTAR) transmission right-of-way (ROW).

- NSTAR commits to providing road screens with compatible vegetation at both locations. In recognition of the previous agreement with the town, NSTAR agrees to allow compatible species with a mature height of 15 ft. to 20 ft. in the wire zone, at these locations only. All of the proposed plantings are subject to the approval of the property owners at these locations.
- NSTAR requires access for line construction vehicles to perform inspections, maintenance and construction as necessary, and a design will be developed that accommodates vehicular access while screening vehicular traffic from a view of the ROW to the extent possible.
- NSTAR agrees to contact the property owners at these locations and secure their written agreement to the planting plan before the date of the clearing and tree planting activities next spring. This includes U.S. Fish and Wildlife Service.
- NSTAR will arrange with our landscape vendor to provide plantings at a height of 8 ft. in the spring of 2014, preferably during the month of April as conditions allow. In follow-up to this letter of agreement and property owner consent, Weston Nurseries will develop a planting plan for review and approval by Sudbury's Tree Warden before onsite work begins in spring 2014. The NSTAR Integrated Vegetation Management Plan (IVM) includes treatment for invasive species and follow-ups will be performed as necessary and included in the Company's subsequent Yearly Operation Plan submissions as appropriate.
- NSTAR agrees to prepare the areas for planting by grinding the stumps where all removals are performed. NSTAR will also provide additional stump grinding and preparation, as reasonable, to support the planting plan.
- Weston Nurseries provides a one-year guarantee for the success of plantings which includes replacement at no cost or extra effort to Sudbury. Sudbury has agreed to provide the watering for the trees. NSTAR agrees that if there are still individual plantings that require further attention after the one year period, we will work with the town to address those needs.

NSTAR's safety and reliability standards for vegetation management on the transmission system require that action be taken by year-end to address the existing incompatible trees at these two locations. Since the planting season is closing, NSTAR agrees to "top" the existing trees within the easement at these locations as a temporary mitigation. This is a one time exception to our program, for this location only. This will afford some degree of road screen until the full removals are performed in the spring of 2014.

NSTAR commits to schedule the full removal and subsequent plantings as close as possible to minimize impact of the temporary loss of the road screen for the town. NSTAR will also revisit the area during the guarantee period to make sure that the plantings are healthy and thriving.

Sudbury is a beautiful town and NSTAR is proud to serve its residents. I believe this summarizes the proposed resolution to restore the road screens that the Company agreed to establish in 1971. While our current reliability standards and expectations do not allow the replanting of red pines and red cedars, NSTAR is committed to providing road screens that are both compatible with the use of the ROW and satisfactory to Sudbury.

Please do not hesitate to contact me if there are any items that require further clarification. We will continue to coordinate next steps and any required meetings through Joanne O'Leary of Community Relations.

Sincerely,

Vera L. Admore-Sakyi  
Director, Vegetation Management

Cc: Joanne O'Leary