

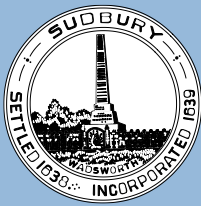
SUDBURY BOARD OF SELECTMEN  
TUESDAY JANUARY 19, 2016  
7:30 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	7:30		CALL TO ORDER
			Opening remarks by Chairman
			Reports from Town Manager
			Reports from Selectmen
			Citizen's comments on items not on agenda
<b>TIMED ITEMS</b>			
1.	7:45	<i>VOTE</i>	VOTE: The intention of the Board of Selectmen is to lay out the following ways at a public hearing on April 5, 2016, at 8 p.m.: - Arboretum Way from Maynard Road to a dead end, a distance of 1,025 ft. +/-; - Trevor Way from Horse Pond Road to a dead end, a distance of 415 ft. +/-; - Tall Pine Drive from Horse Pond road to a dead end, a distance of 1,093 ft. +/-; and further to refer the proposed layouts to the Planning Board for its reports prior to the April 5, 2016 hearing.
<b>PUBLIC HEARING</b>			
2.	8:00	<i>VOTE / SIGN</i>	As the Local Licensing Authority, vote on whether to approve the application of Morrison Frost LLC, d/b/a Duck Soup (Louise Mawhinney, Owner/Manager), 365 Boston Post Rd., Sudbury, for a Change in Premises of a Package Store, under G. L. Ch. 138, s.15.
3.	8:30	<i>VOTE / SIGN</i>	As the Local Licensing Authority, vote on whether to approve the application of El Basha Sudbury, Inc, d/b/a El Basha Grill and Bar, 423 Boston Post Rd., Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Elie N. Sakhat, Manager.
<b>MISCELLANEOUS</b>			
4.			Hear recommendations/report from Fairbank Community Center Task Force. Selectmen Haarde and Simon to present.
5.		<i>VOTE</i>	Consider 2016 Annual Town Meeting Articles to be submitted by the Board of Selectmen, and authorize Town Manager to submit articles on behalf of the Board of Selectmen.

*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.*

<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
6.		<i>VOTE</i>	Discussion and vote whether to approve Board of Selectmen's submission to 2015 Annual Town Report.
7.			Hear recommendations/reports from Capital Funding committee. Selectman Woodard to present.
8.			Discussion of Town Manager Evaluation Process and Form.
9.			Preparation for discussion with legislators at next meeting on Feb. 2
10.		<i>VOTE</i>	Discussion and possible vote concerning the 2014 Town Meeting Resolution on fossil fuel divestment. Recommend vote to endorse pending legislation proposing divestment of state retirement funds from fossil fuel companies and to authorize Chairman Pat Brown to sign a letter to our state legislators endorsing such legislation.
11.			Discuss upcoming agenda items
<b>CONSENT CALENDAR</b>			
12.		<i>VOTE</i>	Vote to accept, on behalf of the Town, a grant of \$18,000 from the Sudbury Foundation, as requested by Marilyn Martino, Executive Director, in a memo dated January 5, 2016, to enable the Council on Aging to continue to fund the Senior Volunteer Coordinator position, said funds to be expended under the direction of the Town Manager.
13.		<i>VOTE</i>	Vote to approve the regular session minutes of Nov. 30, 2015, and January 5, 2016.
14.		<i>VOTE</i>	Vote to authorize the Chairman of the Board of Selectmen to sign the Massachusetts Housing Partnership (MHP) Application for Technical Assistance for the Avalon Sudbury project, as requested by Jody Kablack, Director of Planning & Community Development.

*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.*



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**MISCELLANEOUS (UNTIMED)**

**1: Street Acceptance layout for ATM**

REQUESTOR SECTION

Date of request:

Requestor: Elaine Jones

Formal Title: VOTE: The intention of the Board of Selectmen is to lay out the following ways at a public hearing on April 5, 2016, at 8 p.m.: - Arboretum Way from Maynard Road to a dead end, a distance of 1,025 ft. +/-; - Trevor Way from Horse Pond Road to a dead end, a distance of 415 ft. +/-; - Tall Pine Drive from Horse Pond road to a dead end, a distance of 1,093 ft. +/-; and further to refer the proposed layouts to the Planning Board for its reports prior to the April 5, 2016 hearing.

Recommendations/Suggested Motion/Vote: VOTE: The intention of the Board of Selectmen is to lay out the following ways at a public hearing on April 5, 2016, at 8 p.m.:

- Arboretum Way from Maynard Road to a dead end, a distance of 1,025 ft. +/-;
- Trevor Way from Horse Pond Road to a dead end, a distance of 415 ft. +/-;
- Tall Pine Drive from Horse Pond road to a dead end, a distance of 1,093 ft. +/-;

and further to refer the proposed layouts to the Planning Board for its reports prior to the April 5, 2016 hearing.

Background Information:

This is the first step in the process outlined on the attached scheduled provided by Elaine Jones, Town Counsel's office. The Town will be responsible for maintaining streets accepted within the DPW budget if Town Meeting votes in the affirmative.

Financial impact expected:

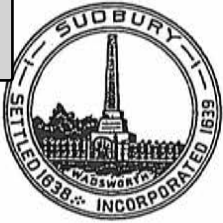
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

01/19/2016 7:30 PM



TOWN OF SUDBURY  
*Office of the Town Counsel*

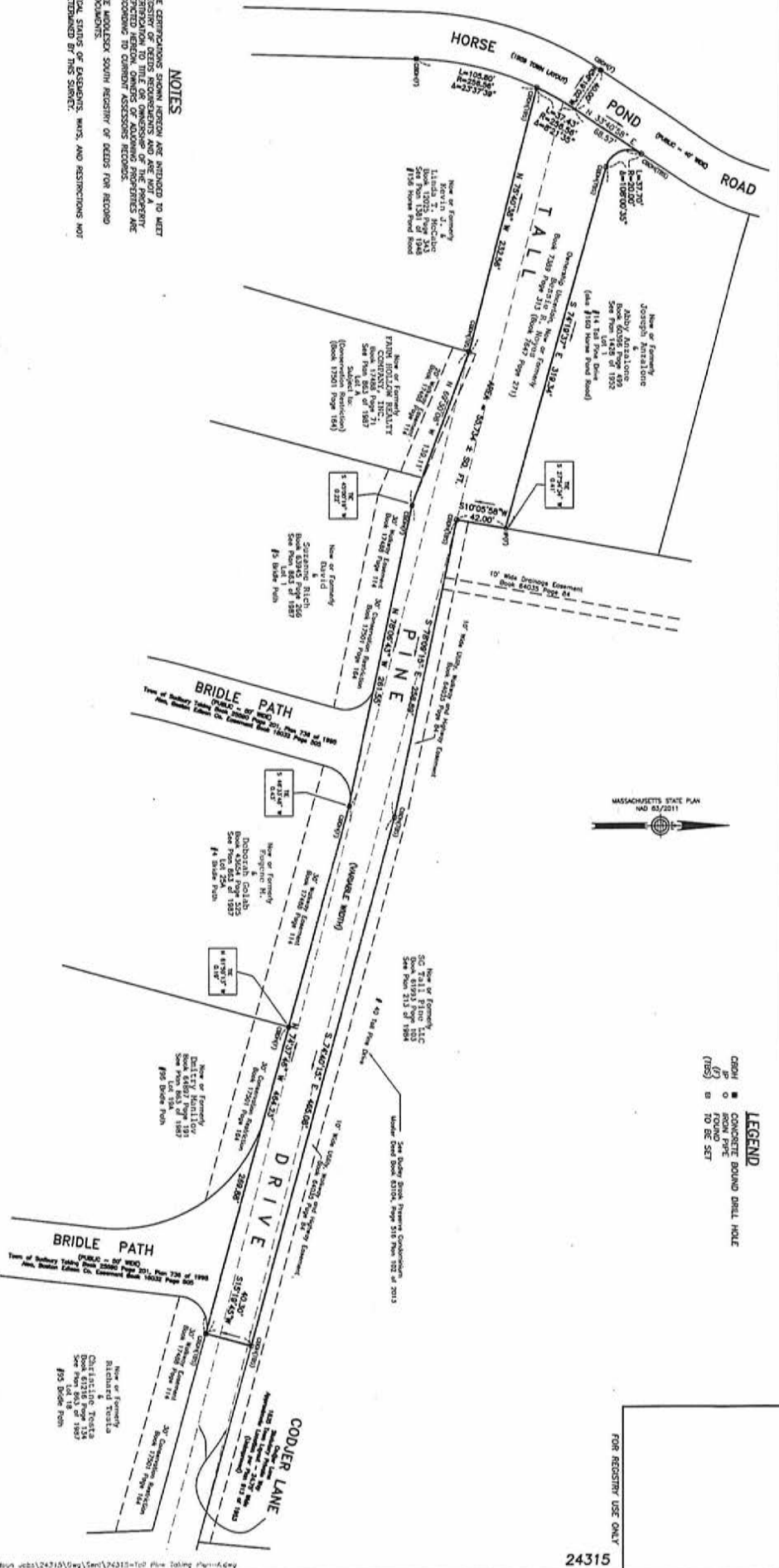
December 30, 2015

TO: Melissa Murphy Rodrigues, Town Manager  
FROM: Elaine Jones, Town Counsel's Office  
RE: Street Acceptance Schedule – 2016 Annual Town Meeting

The following schedule of required actions by the Selectmen for laying out those streets to be accepted by the 2016 Annual Town Meeting (Trevor Way, Arboretum Way and Tall Pine Drive) has been prepared as follows: The first date (January 19, 2016) allows a 45+ day period for the Planning Board report, so that the layout (April 5, 2016) can proceed in the event a report is not received.

- January 19 Board of Selectmen votes its intention to lay out the streets in question on April 5 and refers to Planning Board.  
Letter of referral written and sent to the Planning Board no later than February 1.
- March 28 Owners or property must be notified by no later than this date. Town Counsel's Office prepares notices and delivery instructions for DPW or mails notices where applicable.
- April 5 Selectmen, having received the Planning Board report or 45 days having elapsed, vote the layouts and sign forms prepared by Town Counsel's Office.
- April 20 Layouts must be filed with Town Clerk by this date.
- May 2 - 4 Acceptance of layouts at Annual Town Meeting.  
  
Upon acceptance by Town Meeting, Board adopts Order of Taking prepared by Town Counsel's Office within 120 days of termination of Town Meeting and Order of Taking is recorded within thirty days of its adoption.

Cc: I. Wm. Place, Director of Public Works  
J. Kablack (Planning Board)  
Conservation Commission  
Town Clerk  
Board of Selectmen



**LEGEND**  
 CONCRETE BOUND BELL HOLE  
 IRON PIPE  
 IRON PIPE  
 TO BE SET

FOR REGISTRY USE ONLY

24315

- NOTES**
- 1) THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET CERTAIN REQUIREMENTS OF THE MASSACHUSETTS DEPARTMENT OF HIGHWAYS, OWNERS OF ADJACENT PROPERTIES ARE ACCORDING TO COMMON ACCESSORY RECORDS.
  - 2) SEE MASSACHUSETTS SOUTH REGISTRY OF DEEDS FOR RECORD DOCUMENTS.
  - 3) LEGAL STATUS OF EASEMENTS, WAYS, AND RESTRICTIONS NOT DETERMINED BY THIS STREET.

APPROVAL UNDER THE SUBDIVISION CONTROL LAW, NOT REQUIRED FOR THIS PLAN.

SEAL AND SIGNATURE OF REGISTERED PROFESSIONAL LAND SURVEYOR

DATE: \_\_\_\_\_

NO DETERMINATION AS TO COMPLIANCE WITH ZONING REQUIREMENTS HAS BEEN MADE OR INTENDED.

I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERED PROFESSIONAL LAND SURVEYORS AS ENFORCED THROUGH JANUARY 12, 1988 AND THE STANDARDS AS ESTABLISHED BY THE BOARD OF PROFESSIONAL LAND SURVEYORS MASSACHUSETTS REGISTRY OF DEEDS JANUARY 1, 2008.

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIP, AND THE LINES OF THE STREETS OR WAYS AS THEY EXIST, AND THAT NO NEW LINES FOR PAVEMENT OR EXISTING OWNERSHIP OF THE NEW WAYS ARE SHOWN. EXCEPT AS NOTED OTHERWISE ON THIS PLAN.

*Professional Land Surveyor Seal*

DATE: \_\_\_\_\_

**RECORD OWNER: TOWN OF SUBBURY**

**EMINENT DOMAIN TAKING PLAN OF LAND FOR TALL PINE DRIVE, SUBBURY, MASS.**

(WINDSOR COUNTY)

PREPARED FOR: TOWN OF SUBBURY  
 JANUARY 11, 2016

1071 WORCESTER ROAD FRANKLIN, MASS. 01701  
 PHONE: (508) 879-0030

SCALE: 1"=40'

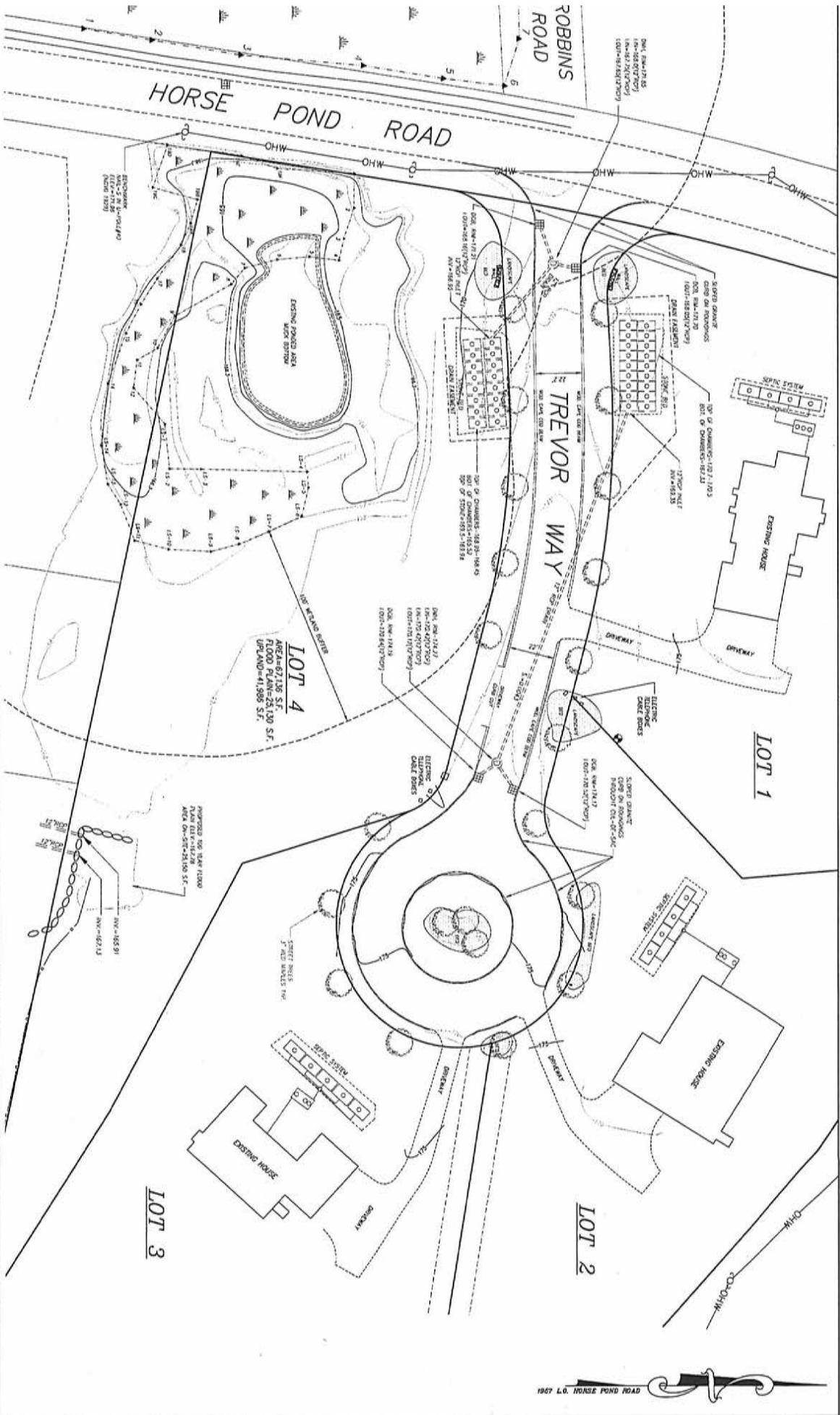
FOR REGISTRY USE ONLY

24315



REVISION:	NO.	DATE:	BY:	DESCRIPTION:





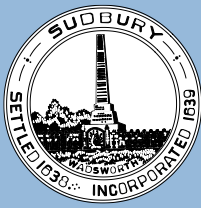
9166

PREPARED FOR:  
 MAILLET & SON INC.  
 61 BUTLER ROAD  
 SUDBURY, MA 01776



<p><b>SULLIVAN, CONNORS and ASSOCIATES</b>          LAND SURVEYING AND CIVIL ENGINEERING          123 BOSTON FIRST ROAD          SUDBURY, MASSACHUSETTS 01776</p>		<p>DESIGNED BY: _____                  CHECKED BY: _____                  DRAWN BY: RES                  SCALE: 1"=20'                  SHEET 1 OF 1.</p>		<p>EXISTING CONDITIONS PLAN                  FOR                  ROADWAY CONSTRUCTION OF TREVOR WAY                  "MAILLET ESTATES"                  SUDBURY, MA.</p>		<p>REVISIONS                  DATE: AUG. 18, 2016</p>	
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9166



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**PUBLIC HEARING**

**2: Duck Soup Alteration of Premises Package Store License**

REQUESTOR SECTION

Date of request:

Requestor: Morrison Frost LLC, d/b/a Duck Soup

Formal Title: As the Local Licensing Authority, vote on whether to approve the application of Morrison Frost LLC, d/b/a Duck Soup (Louise Mawhinney, Owner/Manager), 365 Boston Post Rd., Sudbury, for a Change in Premises of a Package Store, under G. L. Ch. 138, s.15.

Recommendations/Suggested Motion/Vote: As the Local Licensing Authority, vote on whether to approve the application of Morrison Frost LLC, d/b/a Duck Soup (Louise Mawhinney, Owner/Manager), 365 Boston Post Rd., Sudbury, for a Change in Premises of a Package Store, under G. L. Ch. 138, s.15. The premises proposed to be licensed (i.e., 365 Boston Post Road) are described as follows: 1,300 sq ft existing single level retail store (Mill Village Plaza) with walk in cooler and storage in basement. The main entrance/exit is at the front of the store and one exit is at the rear. The description of alterations are described as expansion into adjacent store to provide additional 1,200 square feet of retail space. There will be two entrances/exits at the front of the store.

Background Information:  
Please see application attached.

Financial impact expected:\$150 Application Fee

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Louise Mawhinney, Owner/Manager

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

01/19/2016 7:30 PM



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE  
LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER 952

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY): 16-1

LICENSEE NAME: Morrison Frost LLC d/b/a Duck Soup

ADDRESS: 365 Boston Post Road

CITY/TOWN: Sudbury STATE MA ZIP CODE 01776

TRANSACTION TYPE (Please check all relevant transactions):

- New License
- New Officer/Director
- Pledge of License
- Change Corporate Name
- Transfer of License
- Change of Location
- Pledge of Stock
- Seasonal to Annual
- Change of Manager
- Alteration of Licensed Premises
- Transfer of Stock
- Change of License Type
- Cordials/Liqueurs Permit
- New Stockholder
- Issuance of Stock
- Other
- 6-Day to 7-Day License
- Management/Operating Agreement
- Wine & Malt to All Alcohol

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL  
FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND  
SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION  
P. O. BOX 3396  
BOSTON, MA 02241-3396

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

RECEIVED  
 BOARD OF SELECTMEN  
 SUDBURY, MA

2015 DEC 22 A 8:54

PETITION FOR CHANGE OF LICENSE

16-1

Sudbury

ABCC License Number

City/Town

The licensee Morrison Frost LLC d/b/a Duck Soup respectfully petitions the Licensing Authorities to approve the following transactions:

- Change of Manager
- Pledge of License/Stock
- Change of Corporate Name/DBA
- Change of License Type (§12 ONLY, e.g. "club" to "restaurant")
- Alteration of Premises
- Cordial & Liqueurs
- Change of Location

Change of Manager  
 Last-Approved Manager:   
 Requested New Manager:

Pledge of License /Stock  
 Loan Principal Amount: \$  Interest Rate:   
 Payment Term:  Lender:

Change of Corporate Name/DBA  
 Last-Approved Corporate Name/DBA:   
 Requested New Corporate Name/DBA:

Change of License Type  
 Last-Approved License Type:   
 Requested New License Type:

Alteration of Premises: (must fill out financial information form)  
 Description of Alteration: Expansion into adjacent store to provide additional 1,200 sq ft retail space. Total retail space will be 2,500 sq ft existing single level store in Mill Village Plaza. The two main entrances/exits at the front of the store.

Change of Location: (must fill out financial information form)  
 Last-Approved Location:   
 Requested New Location:

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

Date Signed 12.21.15

**Financial Information:****Costs Associated with License**

1. Real Property:	\$	<input type="text"/>
2. Business Purchase:	\$	<input type="text"/>
3. Renovations/Construction:	\$	<input type="text" value="10,000"/>
4. Start up/Operating Capital:	\$	<input type="text"/>
5. Inventory:	\$	<input type="text" value="5,000"/>
6. Goodwill:	\$	<input type="text"/>
7. Furniture:	\$	<input type="text"/>
<b>8. TOTAL COST:</b>	\$	<input type="text" value="15,000"/>
<b>9. TOTAL CASH:</b>	\$	<input type="text" value="15,000"/>
<b>10. TOTAL FINANCED:</b>	\$	<input type="text"/>

The amounts in items 9 and 10 must total the amount reflected in item 8. **IMPORTANT:** Submit any and all records, documents and affidavits including loan agreements that explain the sources of money for this transaction.

Morrison Frost LLC

Meeting of the Board of Directors

December 21, 2015

Attendee: Louise A. Mawhinney, being the sole manager and member of Morrison Frost LLC, doing business as Duck Soup.

The meeting was held at the offices of Morrison Frost LLC, d/b/a Duck Soup at 365 Boston Post Rd, Sudbury, MA 01776 on December 21, 2015 at 7.30 am.

Upon due consideration of the increasing lack of space for inventory in the existing store and the availability of additional space adjacent to the existing store, and a motion proposed and seconded, it was unanimously

VOTED: that Morrison Frost LLC take all necessary steps to apply for and obtain an Alteration of Premises License (the "License") for a Section 15 Package Store under the All Alcoholic Beverages License Category from the Commonwealth of Massachusetts and the Town of Sudbury to sell alcoholic beverages to retail customers at the Duck Soup location of 365 Boston Post Road in Sudbury, MA 01776.

VOTED: that Louise A. Mawhinney be, and hereby is, appointed the Manager of Record and principal representative of Morrison Frost, LLC d/b/a Duck Soup for purposes of operating the License.

A true record.



Louise A. Mawhinney

Owner, sole manager and member of Morrison Frost LLC d/b/a Duck Soup

**FIRST AMENDMENT OF LEASE**

Reference is hereby made to the Lease dated September 30, 2014 (the "Lease") between Mill Village Realty Trust ("Landlord"), and Morrison Frost LLC ("Tenant") pursuant to which Lease Tenant rented from Landlord Store No. 106 ("Premises") in Building A located at Mill Village, 365 Boston Post Road, Sudbury, Massachusetts (the "Property") as more particularly described in the Lease. The obligations of Tenant under the Lease are guaranteed by Louise A. Mawhinney ("Guarantor"). The purpose of this First Amendment of Lease is to document the terms of Tenant leasing additional space on the first floor of Building A as more particularly depicted as Store No. 107, plus the basement space located directly below depicted as 007 all as shown on Exhibit A attached hereto, and as further described below. Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Lease.

For good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, Tenant and Landlord hereby amend the Lease as follows:

1. **Premises.** The Lease of the current Premises shall continue unchanged by this First Amendment of Lease except as set forth below.
  - A. **Modified Lease Term.** The Lease Term applicable to the current Premises shall be extended from September 30, 2018 until January 31, 2019 (the "**Modified Lease Term**"); and
  - B. **Yearly Fixed Rent.** Yearly Fixed Rent applicable to the current Premises shall continue as required by the Lease with the qualification that for the additional period from October 1, 2018 through January 31, 2019, the Monthly Payment of Yearly Fixed Rent shall continue at the rate of \$2,491.67, payable in advance, on the first day of each month (the Lease shall continue as being fully triple net with Tenant being required to pay Additional Rent, utilities and other charges required by the Lease during the Modified Lease Term and any extension thereof).
2. **Rental of Store No. 107.** The approximately 1,200 rentable square feet depicted as Store No. 107 plus the approximately 900 square feet of rentable basement space depicted as 007 (presently occupied by Wendy Wheeler) on Exhibit A attached hereto is herein called the "**Store 107 Premises**" and the following shall be applicable thereto:
  - A. **Store 107 Premises Commencement Date.** February 1, 2016. Tenant shall be permitted access to the Store 107 Premises for the purpose of performing Tenant's Work on January 1, 2016;
  - B. **Expiration Date of the Store 107 Premises Term.** The Expiration Date of January 31, 2019 shall also apply to the Store 107 Premises;
  - C. **Store 107 Premises Yearly Fixed Rent.** Yearly Fixed Rent for the Store 107 Premises shall be as follows:

<u>PERIOD</u>	<u>YEARLY FIXED RENT</u>	<u>MONTHLY PAYMENT</u>
February 1, 2016 – January 31, 2017	\$ 0.00	\$ 0.00
February 1, 2017 – January 31, 2018	\$ 12,000.00	\$ 1,000.00
February 1, 2018 – January 31, 2019	\$ 18,000.00	\$ 1,500.00

Yearly Fixed Rent shall be payable monthly, in advance, on the first day of each month by equal monthly installments as set forth above beginning on the Store 107 Term Commencement Date;

- D. **Additional Rent.** Tenant shall be required to pay its Pro Rata Share (defined below) of Additional Rent applicable to the Store 107 Premises as required by Section 5 of the original Lease during the Store 107 Premises Term beginning on January 1, 2016;
- E. **Utilities.** Tenant shall pay for all utilities consumed within the Store 107 Premises in accordance with Section 6 of the original Lease during the Store 107 Premises Term beginning January 1, 2016;
- F. **Security Deposit.** Upon signing this First Amendment of Lease, Tenant shall provide Landlord with \$2,000.00 to be added to the Security Deposit;
- G. **Pro Rata Share.** The Pro Rata Share with respect to the Store 107 Premises shall be 2.3%; and
- H. **Store 107 Premises Condition.** The Store 107 Premises shall be delivered to Tenant in its present "AS-IS" condition (and with the current Tenant's fixtures, merchandise and personal property having been removed) without requiring any Landlord improvements except as listed below, and which work shall be completed by Landlord by the Store 107 Premises Commencement Date ("**Landlord's Work**"):
  - i. Remove that portion of the non-structural interior demising wall partition between Stores 106 and 107 as shown in yellow on Exhibit A attached hereto. Notwithstanding the foregoing, patching of the finish flooring, painting and the like required on account of the removal of the demising wall partition shall be the responsibility of Tenant;
  - ii. Reinstall a Building standard interior door with standard lever hardware within the existing door opening to the common basement access stair (adjacent to the in-store restroom); and
  - iii. Construct a floor to deck demising wall partition between the Store 107 Premises and Store 108 in the approximate location as shown on Exhibit A attached hereto. The foregoing demising wall shall be constructed of gypsum wall board on metal studs, taped, sanded and ready to receive Tenant's finishes.


Tenant shall cooperate with Landlord to allow for Landlord to complete Landlord's Work including without limitation permitting Landlord's contractors access to the Premises to perform Landlord's work. Additionally, Tenant shall be responsible to remove its fixtures and merchandise to allow for the demolition work required by (i) above to be performed.

3. **Guaranty.** The Guaranty from Louise A. Mawhinney dated September 30, 2014 shall continue to apply to the current Premises and Store 107 Premises during the Lease Term as modified herein and any extension thereof.

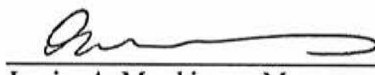
- 4. **Extension Term.** The Extension Term and provisions applicable thereto as set forth in the Lease shall continue and shall also apply to the Store 107 Premises.
- 5. **Status of Lease.** Tenant acknowledges that the Lease is being modified as set forth herein, and that Tenant has no claims against Landlord under the Lease, and the Lease shall remain in full force and effect as presently drafted except as modified hereby
- 6. **Effect of Amendment.** Except as otherwise specifically modified herein, all other terms and conditions of the Lease shall remain in full force and effect. The term Premises shall include the Store 107 Premises after this First Amendment of Lease has been signed by the parties.

Executed under seal this 18 day of September, 2015.

LANDLORD:  
 Mill Village Realty Trust  
 By: Old World Realty Corp., Trustee  
 (and not for itself)

By:   
 Randy A. Goldberg, Executive Vice-President

TENANT:  
 Morrison Frost LLC

By:   
 Louise A. Mawhinney, Manager

GUARANTOR:


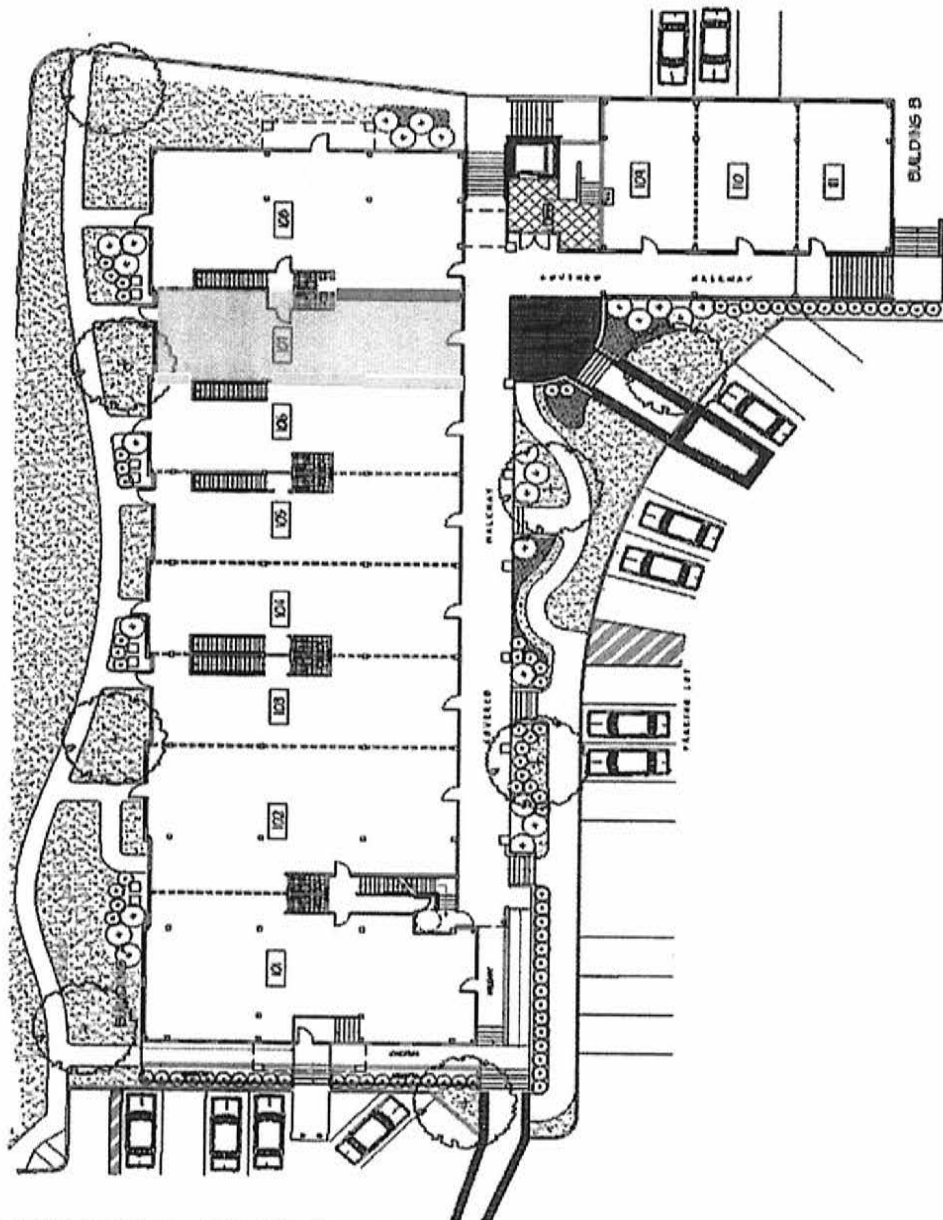


  
 Louise A. Mawhinney

EXHIBIT A

STORE NO. 107



-  Denotes portion of wall to be removed
-  Denotes new demising wall between Store 107 and Store 108

Note: Not to scale. Layout is approximate

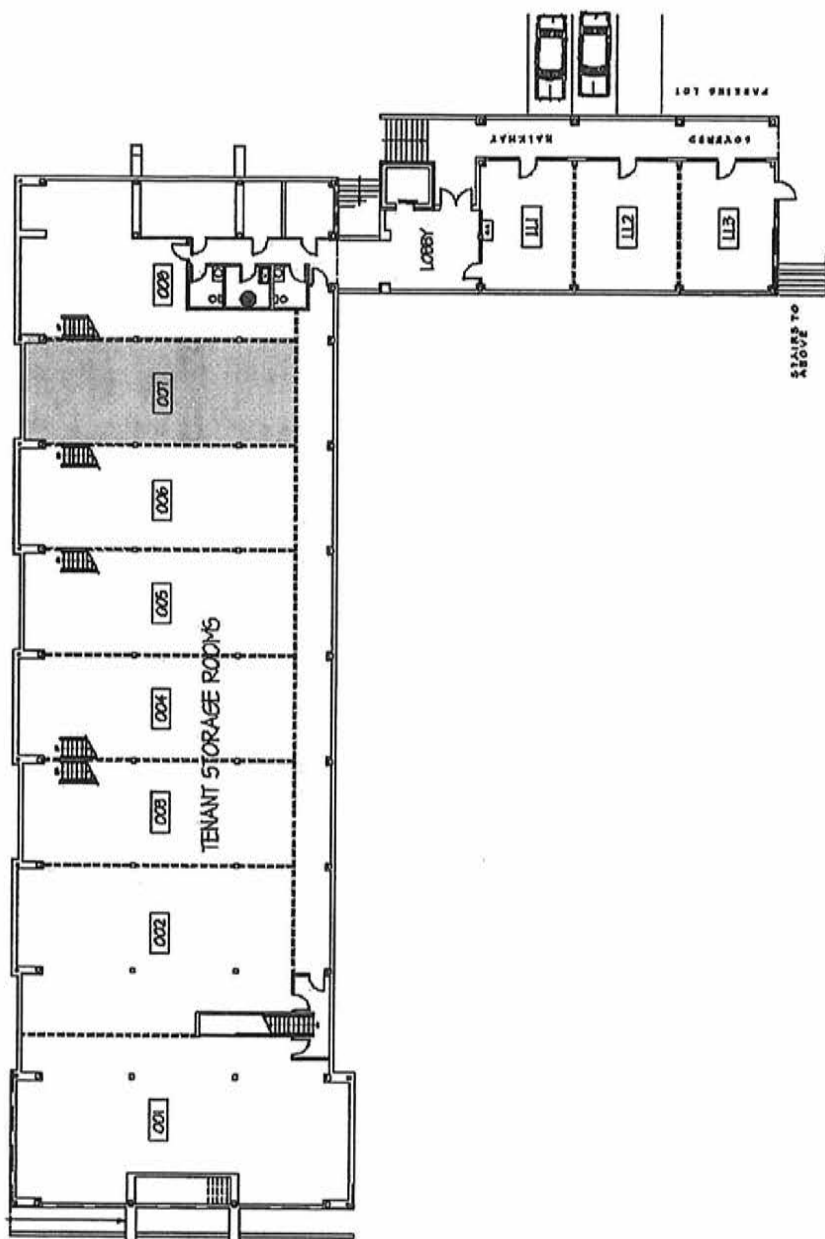
Tenant Initial     

Landlord Initial



EXHIBIT A (continued)

BASEMENT NO. 007



Note: Not to scale. Layout is approximate

Tenant Initial *[Signature]*  
 Landlord Initial *[Signature]*

## Duck Soup – All Alcohol Package Store Department Feedback

### Fire Department Approval:

**From:** Whalen, John

**Sent:** Tuesday, January 12, 2016 11:58 AM

**Subject:** RE: Duck Soup: Alteration of Premises Application

Hello Leila,

The Fire Department has reviewed the alterations for Duck Soap and we have no issues with this application.

John M. Whalen

Assistant Fire Chief

---

### Board of Health Feedback:

**From:** Murphy, Bill

**Sent:** Tuesday, January 12, 2016 3:09 PM

**Subject:** RE: Duck Soup: Alteration of Premises Application

I reviewed the Duck Soup application and I do not have any concerns.

---

### Building Department Approval:

**From:** Herweck, Mark

**Sent:** Friday, January 08, 2016 2:12 PM

**Subject:** RE: Duck Soup: Alteration of Premises Application

Hi Leila; I have no issues with Duck soup.

---

### Police Department Approval:

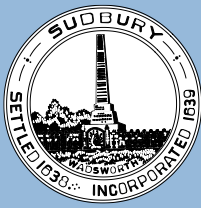
**From:** Nix, Scott

**Sent:** Friday, January 08, 2016 3:24 PM

**Subject:** RE: Duck Soup: Alteration of Premises Application

Leila,

The police department does not have any issues with the proposal. Duck Soup has been around for an extended period and has always been a respectful business partner.



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**PUBLIC HEARING**

**3: El Basha All Alcohol Restaurant License**

REQUESTOR SECTION

Date of request:

Requestor: El Basha Sudbury, Inc. d/b/a El Basha Grill & Bar

Formal Title: As the Local Licensing Authority, vote on whether to approve the application of El Basha Sudbury, Inc, d/b/a El Basha Grill and Bar, 423 Boston Post Rd., Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Elie N. Sakhat, Manager.

Recommendations/Suggested Motion/Vote: As the Local Licensing Authority, vote on whether to approve the application of El Basha Sudbury, Inc, d/b/a El Basha Grill and Bar, 423 Boston Post Rd., Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Elie N. Sakhat, Manager. The premises proposed to be licensed (i.e., 423 Boston Post Road) are described as follows: two story, 2,125 square foot restaurant. First Floor - dining/bar areas; two bathrooms, kitchen, storage and coolers with front public and rear emergency exits. Second Floor - mezzanine, office and storage.

Background Information:  
Please see application and license quotas attached.

Financial impact expected:\$3750 License & Application Fees

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Elie Sakhat, Owner/Manager

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

01/19/2016 7:30 PM

**Fletcher Tilton**.pc  
Attorneys at law

RECEIVED  
BOARD OF SELECTMEN  
SUDBURY, MA

2015 DEC 22 P 3: 38

**The Guaranty Building**  
370 Main Street, 12th Floor  
Worcester, MA 01608-1779  
TEL 508.459.8000  
FAX 508.459.8300

December 22, 2015

**The Meadows**  
161 Worcester Road, Suite 501  
Framingham, MA 01701-5315  
TEL 508.532.3500  
FAX 508.532.3100

Patricia Brown, Chair  
Board of Selectmen  
Town of Sudbury  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

**Cape Cod**  
1597 Falmouth Road, Suite 3  
Centerville, MA 02632-2955  
TEL 508.815.2500  
FAX 508.459.8300

FletcherTilton.com

**RE: El Basha Sudbury, Inc.  
d/b/a El Basha Grill and Bar  
423 Boston Post Road**

Dear Ms. Brown:

Enclosed please find the following in reference to the above matter:

1. Retail Transmittal Form;
2. Check payable to the Alcohol Beverage Control Commission in the sum of \$200.00;
3. Check to the Town of Sudbury in the sum of \$150.00 (Common Victualer's Permit Fee);
4. Application for Retail Alcoholic Beverages License;
5. Manager's Application for Elie N. Sakhat with Naturalization Certificate;
6. Personal Information Form for Manager, Elie N. Sakhat;
7. CORI Request Form for Manager, Elie N. Sakhat;
8. Lease;
9. Personal Information Form for Jean N. Sakhat with Passport.

{Client Files/40955/0001/01917131.DOCX }

Please direct all correspondence to our Framingham office.

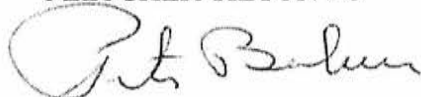
**Fletcher Tilton**.PC  
Attorneys at law

Patricia Brown, Chair  
Board of Selectmen  
December 22, 2015  
Page 2

10. Floor Plan;
11. Corporate Information from the Secretary of State's Office;
12. Corporate Vote;
13. D/B/A Certificate;
14. Common Victualer License Application;
15. Tax Attestation; and
16. Workmen's Compensation Letter.

Should you have any questions, please do not hesitate to call.

Very truly yours,  
FLETCHER TILTON PC



Peter R. Barbieri, Esquire

*Direct Phone: 508-532-3517*  
*Direct Fax: 508-532-3117*  
*Email: [pbarbieri@fletchertilton.com](mailto:pbarbieri@fletchertilton.com)*

PRB/cam  
Enclosures  
cc: Elie N. Sakhat

Print Form



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER [ ]

IF USED EPAY, CONFIRMATION NUMBER [ ]

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) [ ]

LICENSEE NAME El Basha Sudbury, Inc.

ADDRESS 423 Boston Post Road

CITY/TOWN Sudbury STATE MA ZIP CODE 01776

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
Change Corporate Name
Change of License Type
Change of Location
Change of Manager
Other
Cordials/Liqueurs Permit
Issuance of Stock
Management/Operating Agreement
More than (3) \$15
New License
New Officer/Director
New Stockholder
Pledge of Stock
Pledge of License
Seasonal to Annual
Transfer of License
Transfer of Stock
Wine & Malt to All Alcohol
6-Day to 7-Day License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

RECEIVED  
BOARD OF SELECTMEN  
SUDBURY, MA

City/Town

Sudbury, MA

2015 DEC 22 P 2:02

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 Continuing Care Retirement Community
- §12 General On-Premises
- §12 Tavern (No Sundays)
- §15 Package Store

4. LICENSE CATEGORY:

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

5. LICENSE CLASS:

- Annual
- Seasonal

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

NAME: Peter R. Barbieri, Esquire

ADDRESS: Fletcher Tilton PC, 161 Worcester Road, Suite 501

CITY/TOWN: Framingham STATE: MA ZIP CODE: 01701

CONTACT PHONE NUMBER: 508-532-3517 FAX NUMBER: 508-532-3117

EMAIL: pbarbieri@fletchertilton.com

**7. DESCRIPTION OF PREMISES:**

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

Two (2) story, 2,125 square foot Restaurant.  
 First Floor - Dining/Bar Areas; two (2) bathrooms, kitchen, storage and coolers with front public and rear emergency exits.  
 Second Floor - Mezzanine, office and storage.

Total Square Footage: 2,125 sq. ft. Number of Entrances: 1 Public Exit / 1 Emergency/ Number of Exits: 2

Occupancy Number: 58 Seating Capacity: 48

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  Other:   
 Sudbury Crossing Limited Partnership

Name: El Basha Sudbury, Inc. Phone: 508-802-8989

Address: 423 Boston Post Road City/Town: Sudbury State: MA Zip: 01776

Initial Lease Term: Beginning Date 01/01/2016 Ending Date 01/01/2026

Renewal Term:  Options/Extensions at: 2 5-Year/ Options Years Each

Rent: \$48,875.00 (Year 1) to \$55,250.00 (Year 10) Per Year Rent: \$4,072.00 to \$4,604.00 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

If Yes, Landlord Entity must be listed in Question # 10 of this application.

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):  Corporation 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.

**IMPORTANT ATTACHMENTS (4):**

- 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](#) (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
Elie N. Sakhat	President, Director and Stockholder	50%	-----
Jean N. Sakhat	Treasurer, Secretary Director and Stockholder	50%	-----

\*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
Jean N. Sakhat	<input type="text" value="Please select"/> Restaurant <input type="text" value="Please select"/> All Alcohol	El Basha, Inc. 424 Belmont Street Worcester, MA 01604
	<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.

**PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:**

As 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 a U.S. Citizen? Yes  No

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

- 1.. Are all Individual(s), 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.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):**

- 1.. Are all Individual(s), 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:

C. Costs of Renovations/Construction:

D. Initial Start-Up Costs:

E. Purchase Price for Inventory:

F. Other: (Specify)

**G: TOTAL COST**

**H. TOTAL CASH**

**I. TOTAL AMOUNT FINANCED**

**IMPORTANT ATTACHMENTS (5):** Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

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):**

Commerce Bank, Worcester, MA  
Commercial Loan

\*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
Commerce Bank	\$250,000.00	Commercial

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

B. Does any individual or entity listed in §17 or §18 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:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license?  Yes  No

1. If yes, to whom:

2. Amount of Loan:  3. Interest Rate:  4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock?  Yes  No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory?  Yes  No

If yes, to whom:

IMPORTANT ATTACHMENTS (6): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises:  Yes  No

Completely new. Full build-out for restaurant, plumbing, electrical, decor and furniture.

21. ANTICIPATED OPENING DATE:

IF ALL OF THE INFORMATION AND ATTACHMENTS ARE NOT COMPLETE THE APPLICATION WILL BE RETURNED

APPLICANT'S STATEMENT

I, Elie N. Sakhat the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of El Basha Sudbury, Inc., hereby submit this application for All Alcoholic Restaurant License  
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

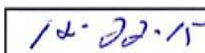
I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:



Date:



Title:



**BOARD OF DIRECTORS  
AND  
STOCKHOLDERS MEETING  
OF  
EL BASHA SUDBURY, INC.**

The undersigned, being all the members of the Board of Directors and all the Stockholders of El Basha Sudbury, Inc. (hereinafter "Corporation"), a Massachusetts Corporation, at a meeting of the Corporation duly called and held on December 9, 2015 at the offices of the Corporation upon motion made and seconded:

**VOTED:** That the Corporation shall file a Doing Business Certificate and conduct the business of the Corporation under the name of El Basha Grill and Bar.

**VOTED:** That the Corporation be hereby authorized in its name to execute and deliver to Commerce Bank a Note in the amount of \$250,000.00.

**VOTED:** That Elie Nabil Sakhat be appointed as the Manager under the All-Alcoholic Beverage Restaurant License.

**VOTED:** That the President is authorized to execute and deliver on behalf of the Corporation, any and all such applications for the Corporation's use of the Premises at 423 Boston Post Road, Sudbury, MA 01776 for a restaurant with an All-Alcoholic Beverage License.

Executed as of the 22 day of December, 2015



Elie N. Sakhat  
Director and Stockholder



Jean N. Sakhat  
Director and Stockholder



**William Francis Galvin**  
Secretary of the Commonwealth of Massachusetts



## Corporations Division

### Business Entity Summary

ID Number: 001199402

Request certificate

New search

Summary for: **EL BASHA SUDBURY, INC.**

<b>The exact name of the Domestic Profit Corporation:</b> EL BASHA SUDBURY, INC.		
<b>Entity type:</b> Domestic Profit Corporation		
<b>Identification Number:</b> <u>001199402</u>		
<b>Date of Organization in Massachusetts:</b> 12-03-2015		
<b>Last date certain:</b>		
<b>Current Fiscal Month/Day:</b> 12/31		
<b>The location of the Principal Office:</b>		
Address: 423 BOSTON POST ROAD		
City or town, State, Zip code, SUDBURY, MA 01776 USA		
Country:		
<b>The name and address of the Registered Agent:</b>		
Name: ELIE N. SAKHAT		
Address: 423 BOSTON POST ROAD		
City or town, State, Zip code, SUDBURY, MA 01776 USA		
Country:		
<b>The Officers and Directors of the Corporation:</b>		
Title	Individual Name	Address
PRESIDENT	ELIE N. SAKHAT	25 BRIDLE PATH SHREWSBURY, MA 01545 USA
TREASURER	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA
SECRETARY	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA



DIRECTOR	ELIE N. SAKHAT	25 BRIDLE PATH SHREWSBURY, MA 01545 USA
DIRECTOR	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	10,000	\$ 0.00	200

Consent     
 Confidential Data     
 Merger Allowed     
 Manufacturing

View filings for this business entity:

ALL FILINGS


[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



MA SOC Filing Number: 201553257970 Date: 12/3/2015 1:45:00 PM

	<p><b>The Commonwealth of Massachusetts</b>  <b>William Francis Galvin</b></p> <p>Secretary of the Commonwealth, Corporations Division                  One Ashburton Place, 17th floor                  Boston, MA 02108-1512                  Telephone: (617) 727-9640</p>	Minimum Fee: \$250.00  <div style="border: 1px solid black; padding: 2px; width: fit-content;">                     Special Filing Instructions                 </div>												
<p><b>Articles of Organization</b>                  (General Laws, Chapter 156D, Section 2.02, 950 CMR (13.16))</p>														
Identification Number: <u>001199402</u>														
<p><b>ARTICLE I</b></p> <p>The exact name of the corporation is:</p> <p style="text-align: center;"><u>EL BASHA SUDBURY, INC.</u></p>														
<p><b>ARTICLE II</b></p> <p>Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:</p> <p><u>A. TO CARRY ON THE BUSINESS OF OWNING, LEASING AND OPERATING A RESTAURANT AND CAFE BUSINESS FOR THE PURPOSE OF PROVIDING FOOD, ENTERTAINMENT, AND BEVERAGES INCLUDING ALCOHOLIC BEVERAGES FOR PERSONS, CUSTOMERS, AND PATRONS OF THE RESTAURANT AND CAFE. B. TO CONDUCT ANY AND ALL BUSINESS ACTIVITIES ALLOWED UNDER THE BUSINESS CORPORATION LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WHETHER OR NOT RELATED TO THOSE STATED IN SUBPARAGRAPH A ABOVE.</u></p>														
<p><b>ARTICLE III</b></p> <p>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.</p>														
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Class of Stock</th> <th rowspan="2">Par Value Per Share Enter 0 if no Par</th> <th colspan="2">Total Authorized by Articles of Organization or Amendments</th> <th rowspan="2">Total Issued and Outstanding Num of Shares</th> </tr> <tr> <th>Num of Shares</th> <th>Total Par Value</th> </tr> </thead> <tbody> <tr> <td>CNP</td> <td>\$0.00000</td> <td>10,000</td> <td>\$0.00</td> <td>200</td> </tr> </tbody> </table>			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	10,000	\$0.00	200
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	10,000	\$0.00	200										
<p>G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.</p>														
<p><b>ARTICLE IV</b></p> <p>If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.</p> <p><u>NOT APPLICABLE.</u></p>														
<p><b>ARTICLE V</b></p>														

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

NONE.

**ARTICLE VI**

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

NONE.

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 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.

Later Effective Date: Time:

**ARTICLE VIII**

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: ELIE N. SAKHAT  
 No. and Street: 423 BOSTON POST ROAD  
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

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):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ELIE N. SAKHAT	25 BRIDLE PATH SHREWSBURY, MA 01545 USA
TREASURER	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA
SECRETARY	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA
DIRECTOR	ELIE N. SAKHAT	25 BRIDLE PATH SHREWSBURY, MA 01545 USA
DIRECTOR	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA

d. The fiscal year end (i.e., tax year) of the corporation:  
 December

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT AND CAFE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 423 BOSTON POST ROAD  
City or Town: SUDBURY State: MA Zip: 01776 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 423 BOSTON POST ROAD  
City or Town: SUDBURY State: MA Zip: 01776 Country: USA

which is

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

Signed this 3 Day of December, 2015 at 1:44:37 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

ELIE N. SAKHAT

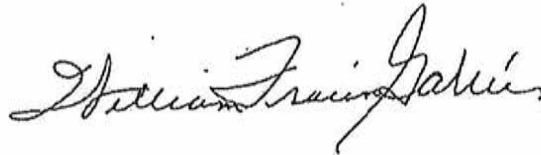
MA SOC Filing Number: 201553257970 Date: 12/3/2015 1:45:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

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

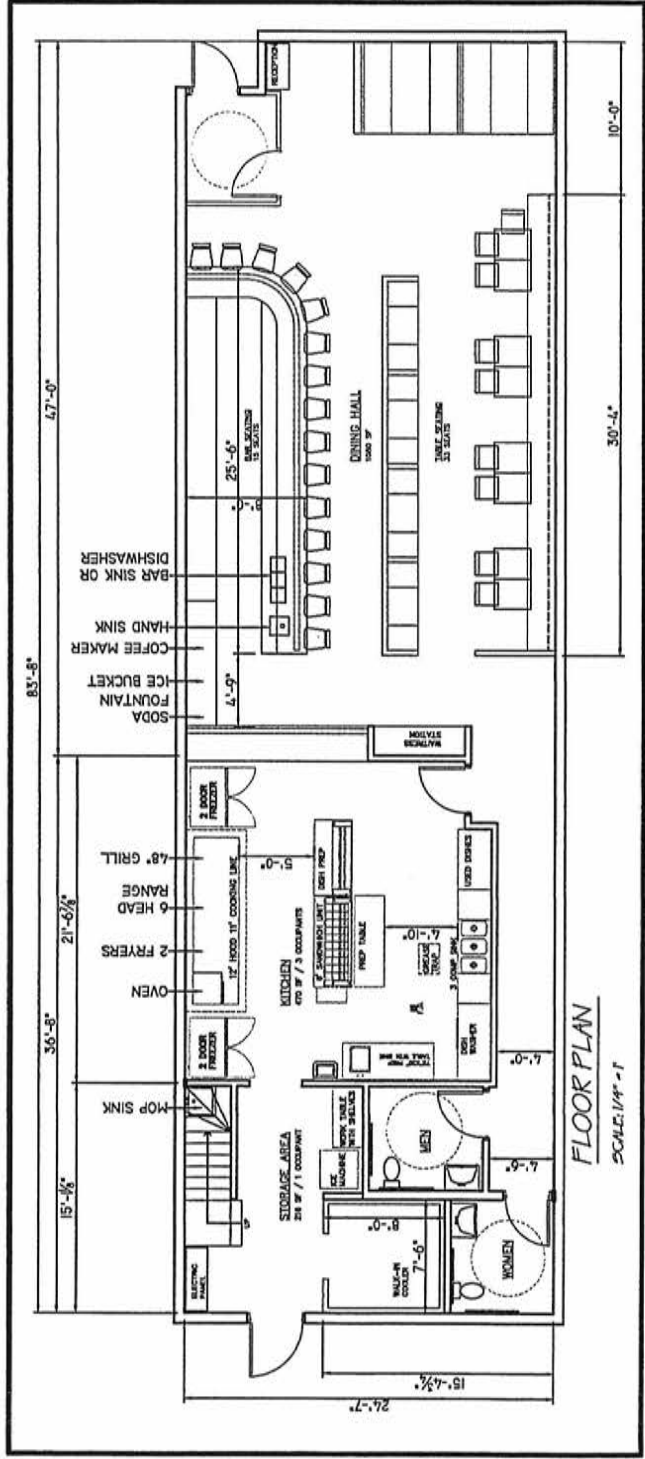
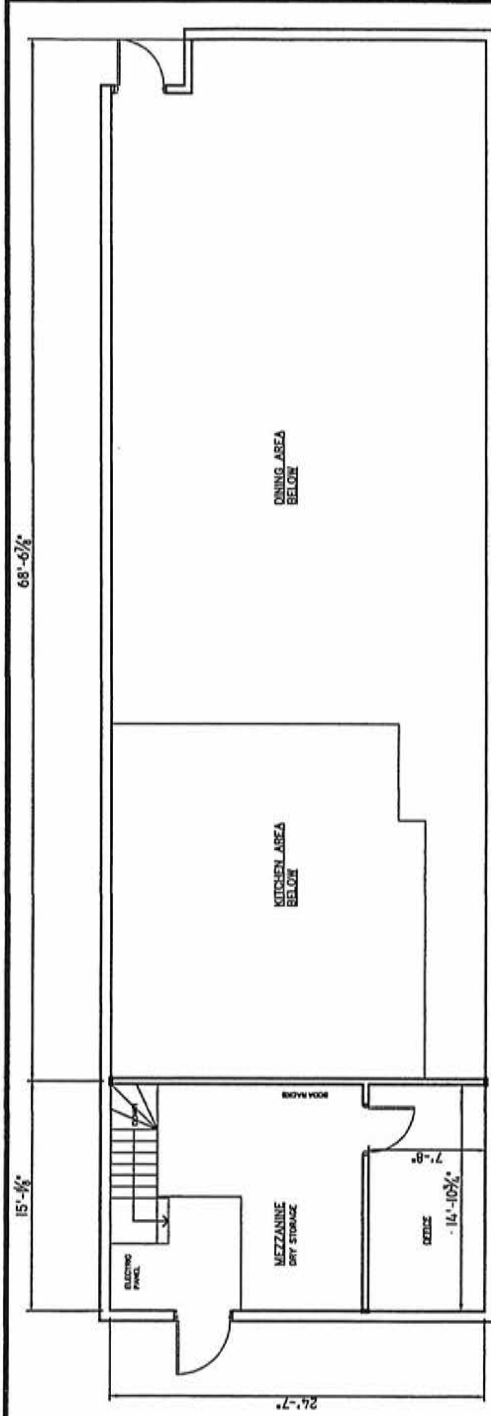
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December 03, 2015 01:45 PM



WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



PROJECT: EL BASHA RESTAURANT SUDBURY

LOCATION: PROJECT ADDRESS

DATE: PROPOSED FLOOR PLANS

SCALE: ARCHITECT'S

SHEET: SHEET NO.

PROJECT NO.

SHEET NO.

A-1

LEASE

LANDLORD: Sudbury Crossing  
Limited Partnership

TENANT: El Basha Sudbury, Inc.  
a Massachusetts corporation

SHOPPING CENTER: Sudbury Crossing  
Sudbury, Massachusetts

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- Exhibit A (Site Plan)
- Exhibit A-1 (Legal Description)
- Exhibit B (Tenant’s Work)
- Exhibit C (Form of Guaranty)



## Lease Information Page

Date of Lease: December 2, 2015

Landlord: Sudbury Crossing Limited Partnership, a Massachusetts Limited Partnership

Tenant: El Basha Sudbury, Inc., a Massachusetts corporation

Tenant's Address: 423 Boston Post Road, Sudbury, MA 01776

Tenant's Tradename: "El Basha Grill – Restaurant & Bar"

Demised Premises: The ground floor store containing approximately 2,125 square feet of floor area, which premises are located in a shopping center now known as Sudbury Crossing and located at 421-437 Boston Post Road, Sudbury, Massachusetts 01776. The demised premises are within the area outlined in red upon Exhibit A.

Original Term: The period commencing on the day following the receipt by Tenant of all Permits (hereinafter defined) necessary for Tenant's use of the demised premises for the Permitted Use, including a full liquor license, but other than a certificate of occupancy ("the Commencement Date"), and ending on the last day of the month in which the tenth (10<sup>th</sup>) anniversary of the Rent Commencement Date (hereinafter defined) shall occur; provided, however, that if the demised premises shall be opened for business prior to said commencement date, the term shall commence upon such earlier date on which the demised premises shall be opened for business.

Rent Commencement Date: The date that is ninety (90) days following the Commencement Date.

Option Terms: Two (2) options to extend the original term for five (5) years each.

Annual Rate(s) of Minimum Rent: During the first two (2) years of the original term of this lease...\$48,875.00 per annum;

During the third (3<sup>rd</sup>), fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) years of the original term of this lease...\$51,000.00 per annum;

During the sixth (6<sup>th</sup>) and seventh (7<sup>h</sup>) years of the original term of this lease...\$53,125.00 per annum; and

During the last three (3) years of the original term of this lease...\$55,250.00 per annum.

During the first (1<sup>st</sup>) and second (2<sup>nd</sup>) additional periods for which the original term of this lease may be extended as set forth in Section (C) of Article 2 below...that minimum rent determined as set forth in Section (D) of Article 2 below.

Rent Payee: Sudbury Crossing Limited Partnership  
c/o CGI Management, Inc.  
651 Washington Street  
Brookline, MA 02446

Security Deposit: \$4,604.17

Guarantor: Jean Nabil Sakhat and Elie Sakhat

Permitted Use: A first class Middle Eastern restaurant with not more than forty-eight (48) seats in total (eighteen (18) bar seats and thirty (30) table seats) for the sale of Middle Eastern food, at retail, for consumption on and off the demised premises without further preparation and for no other purpose. Incidental to the sale of food, Tenant may sell non-alcoholic beverages for consumption on or off the demised premises and, provided Tenant obtains all necessary licenses and approvals therefor, and provided Tenant obtains dram shop insurance as provided for in Article 11, below, and all necessary licenses and approvals, Tenant may sell alcoholic beverages for consumption on the demised premises only.

Listed Broker: Metrowest Commercial R.E.

Tenant's Initial  
Monthly Real Estate  
Tax Payment: \$550.00

Tenant's Initial  
Monthly Common  
Area Maintenance and  
Insurance Payment: \$400.00

Tenant's Proportionate  
Share: 2.36%

LEASE dated the date set forth on the Lease Information Page, between the landlord set forth on said Lease Information Page (hereinafter referred to as "Landlord"), and the tenant set forth on said Lease Information Page (hereinafter referred to as "Tenant").

1. Premises:

In consideration of the rents, agreements and conditions herein reserved and contained on the part of Tenant to be paid, performed and observed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term herein set forth a certain ground floor store (herein referred to as the "demised premises") in a shopping center (herein referred to as the "Shopping Center") situated on Boston Post Road (Route 20) in Sudbury, Massachusetts. The Shopping Center consists of the land (and all improvements that may from time to time be thereon) represented by the area outlined by a bold line upon the plan marked Exhibit A attached hereto and made a part hereof, as the same may be increased by integration by Landlord of adjacent property or decreased by disposition by Landlord of any part thereof. No such integration or disposition by Landlord shall be deemed to have occurred until such time as Landlord shall give notice thereof to Tenant. The demised premises are described in said Lease Information Page. All dimensions are measured from the outside of outside walls and the center of interior walls. It is understood and agreed that said plan is intended only to show the approximate size of the Shopping Center as presently constituted and the approximate size and location of the demised premises and for no other purpose. The Shopping Center is more particularly described in Exhibit A-1 attached hereto and made a part hereof. The Shopping Center is presently known as Sudbury Crossing.

2. Term:

(A) The original term of this lease shall be the period of ten (10) years and three (3) months as set forth on said Lease Information Page.

(B) The original term of this lease shall commence upon the first to occur of: (a) the day following the receipt by Tenant of all necessary permits for Tenant's use of the demised premises, other than a certificate of occupancy, and (b) the day on which the demised premises shall first be opened for business to customers. Within a reasonable time after the commencement of the term of this lease, and upon the written request of Tenant, Landlord and Tenant shall execute instruments recordable in form setting forth the term of this lease, the commencement and expiration dates and such other information as is necessary to constitute a short form lease.

(C) Tenant shall have the right, at its election, to extend the original term of this lease for two (2) consecutive additional periods of five (5) years each commencing upon the expiration of the original term, provided that Landlord shall receive written notice from Tenant of the exercise of its election at least twelve (12) months prior to the expiration of the original term or the first additional period and provided further that Tenant shall not be in default at the time of Landlord's receipt of such notice in the performance or observance of any of the terms and agreements in this lease contained on the part of Tenant to be performed and observed. The expression "the original term" means the period of ten (10) years and three (3) months referred to

in Section (A) of this Article. Prior to the exercise by Tenant of either of said elections to extend the original term, the expression “the term of this lease” or any equivalent expression shall mean the original term; after the exercise by Tenant of one or both of the aforesaid elections, the expression “the term of this lease” or any equivalent expression shall mean the original term as it may have been then extended. Except as expressly otherwise provided in this lease, all the agreements and conditions in this lease contained shall apply to the additional period or periods to which the original term shall be extended as aforesaid. If Landlord shall receive notice of the exercise of an election in the manner and within the time provided aforesaid, the term shall be extended upon the receipt of the notice without the requirement of any action on the part of Landlord.

(D) During each additional period, the minimum rent payable hereunder shall be adjusted so as to equal the greater of (a) the minimum rent payable immediately prior thereto, or (b) the “fair market rent”, as mutually determined by Landlord and Tenant through the process of negotiation. Notwithstanding anything to the contrary contained herein, however, if for any reason whatsoever Landlord and Tenant shall not agree in writing upon the “fair market rent” for the additional period in question at least six (6) months prior to the expiration of the original term or the first (1<sup>st</sup>) additional period, as the case may be, then the fair market rent for premises of the size and nature of the demised premises shall be determined by licensed real estate appraisers having at least five (5) years’ experience in the appraisal of commercial real estate in Massachusetts, one such appraiser to be designated by each of Landlord and Tenant. If either party shall fail to designate its appraiser by giving notice of the name of such appraiser to the other party within fifteen (15) days after receiving notice of the name of the other party’s appraiser, then the appraiser chosen by the other party shall determine the fair market rent and his determination shall be final and conclusive. If the appraisers designated by Landlord and Tenant shall disagree as to the fair market rent, but if the difference between their estimates of fair market rent shall be five percent (5%) or less of the greater of the estimates, then the average of their estimates shall be the fair market rent for purposes hereof. If the appraisers designated by Landlord and Tenant shall disagree as to the amount of fair market rent, and if their estimates of fair market rent shall vary by more than five percent (5%) of the greater of said estimates, then they shall jointly select a third appraiser meeting the qualifications set forth above, and his estimate of fair market rent shall be the fair market rent for purposes hereof if it is not greater than the greater of the other two estimates and not less than the lesser of the other two estimates. If said third appraiser’s estimate is greater than the greater of the other two estimates, then the greater of the other two estimates shall be the fair market rent for purposes hereof; and if the estimate of the third appraiser shall be less than the lesser of the other two estimates, then the lesser of the other two estimates shall be the fair market rent for purposes hereof. Each of Landlord and Tenant shall pay for the services of its appraiser, and if a third appraiser shall be chosen, then each of Landlord and Tenant shall pay for one-half of the services of the third appraiser.

### 3. Minimum Rent:

(A) Tenant agrees to pay Landlord minimum rent at the rate or rates set forth on said Lease Information Page, payable in each case, without set-off, abatement or adjustment (except as may be specifically provided in this lease), in equal monthly installments of one-

twelfth (1/12th) thereof, which minimum rent shall be paid monthly in advance on the first (1st) day of each and every calendar month during the term hereof. Rent for any fraction of a month at the commencement or expiration of the term of this lease shall be prorated. All payments of rent (minimum and additional) shall be made payable to the rent payee described on said Lease Information Page, or such other person or address as Landlord shall from time to time designate by notice to Tenant.

(B) If any payment of rent (minimum or additional) or any other payment payable hereunder by Tenant to Landlord shall not be paid within seven (7) days of the due date, the same shall bear interest from the date when the same was payable until the date paid at the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest which Landlord may charge to Tenant without violating any applicable law. Such interest shall constitute additional rent payable hereunder. Such rate of interest is hereinafter called "the Lease Interest Rate."

(C) In the event (i) any payment of rent (minimum or additional) is not paid within seven (7) days of the due date, or (ii) a check received by Landlord from Tenant shall be dishonored, then because actual damages for a late payment or for a dishonored check are extremely difficult to fix or ascertain, but recognizing that damage and injury result therefrom, Tenant agrees to pay \$100.00 as liquidated damages for each late payment and \$50.00 as liquidated damages for each time a check is dishonored. (The grace period herein provided is strictly related to the liquidated damages for a late payment and shall in no way modify or stay Tenant's obligation to pay rent when it is due, nor shall the same preclude Landlord from pursuing the remedies under Section (B) of this Article 3 or under Article 15 hereof, or as otherwise allowed by law.) In the event that two (2) or more of Tenant's checks are dishonored, Landlord shall have the right, in addition to all other rights under this lease, to demand all future payments by certified check or money order.

4. Intentionally omitted:

5. Real Estate Taxes:

(A) Tenant shall pay to Landlord, as additional rent, the real estate taxes upon the demised premises for each tax year during the term hereof. Real estate taxes upon the demised premises shall be an amount which shall be in the same proportion to the real estate taxes upon the Shopping Center as the ground floor area in the demised premises bears to the ground floor area in all the buildings of the Shopping Center. For the tax years during which the term of this lease shall commence and terminate, Tenant shall pay a pro rata portion of the real estate taxes upon the demised premises. If there shall be more than one taxing authority, the real estate taxes for any period shall be the sum of the real estate taxes for said period attributable to each taxing authority. Tenant shall pay to Landlord on the first (1st) day of every month in advance a sum equal to Tenant's initial monthly real estate tax payment (as set forth on said Lease Information Page), such payments to represent payments on account of Tenant's obligations under this Section. After the first (1st) partial tax year of the term, said monthly payment shall be adjusted for each tax year so that it shall be equal to one-twelfth (1/12th) of the real estate taxes upon the demised premises for the prior tax year. Promptly after the end of each

tax year, Landlord shall make a determination of the real estate taxes upon the demised premises, and if the aforesaid payments theretofore made for such tax year by Tenant exceed the real estate taxes upon the demised premises, such overpayment shall be credited against the payments thereafter to be made by Tenant pursuant to this Section (A); and if the real estate taxes upon the demised premises for such tax year are greater than such payments theretofore made on account for such tax year, Tenant shall make a suitable payment to Landlord, upon demand. Appropriate adjustments shall be made in said monthly payment if the real estate taxes upon the demised premises for the current tax year shall be known prior to the end of said tax year and/or if real estate taxes shall be payable to the taxing authority in installments, all to the end that as each payment of real estate taxes shall become payable Landlord shall have received from Tenant payments sufficient in amount to pay Tenant's share of the real estate tax payment then payable by Landlord.

(B) In the event of any abatements, refunds or rebates of the real estate taxes upon the Shopping Center, an appropriate adjustment shall be made between Landlord and Tenant to take into account such abatements, refunds or rebates less all costs of securing the same. Furthermore, an equitable adjustment shall be made in the event of any change in the method or system of taxation from that which is now applicable, including, without limitation, any change in the dates and periods for which such taxes are levied.

(C) Tenant shall pay all taxes upon its signs, trade fixtures and other property in or upon the demised premises. If any such taxes are levied against Landlord or the Shopping Center, and if Landlord pays the same, or if the assessed value of the Shopping Center is increased by the inclusion therein of a value placed on such property, and if Landlord pays the taxes based on such increased assessment, Tenant, upon demand, shall repay to Landlord, as additional rent, the taxes so paid by Landlord or the portion of such taxes upon the Shopping Center resulting from such increase in assessment, as the case may be. For the purpose of this Article, such taxes shall not be included within real estate taxes upon the Shopping Center. If upon the assessment day for real estate taxes for any tax year any construction shall be incomplete, an appropriate adjustment shall be made to carry out the intent of the parties. The expression "real estate taxes" shall include all assessments, including betterment assessments, so-called rent taxes and all other governmental charges which may be charged, assessed or imposed upon the land, buildings and/or other improvements within the Shopping Center.

#### 6. Security Deposit:

Together with Tenant's execution of this lease, Tenant shall pay to Landlord the security deposit (if any) set forth in the Lease Information Page, such sum to be held by Landlord as security for the payment of rents and the performance and observance of the agreements and conditions in this lease contained on the part of Tenant to be performed and observed. In the event of any default or defaults in such payment, performance or observance Landlord may apply said sum or any part thereof toward the curing of any such default or defaults and/or toward compensating Landlord for any loss or damage arising from any such default or defaults. Upon the yielding up of the demised premises at the expiration or other termination of the term of this lease, if Tenant shall not then be in default or otherwise liable to Landlord, said sum or the unapplied balance thereof shall be returned to Tenant. It is understood and agreed that

Landlord shall always have the right to apply said sum, or any part thereof, as aforesaid in the event of any such default or defaults, without prejudice to any other remedy or remedies which Landlord may have, or Landlord may pursue any other such remedy or remedies in lieu of applying said sum or any part thereof. If Landlord shall apply said sum or any part thereof as aforesaid, Tenant shall upon demand pay to Landlord the amount so applied by Landlord, to restore the security to its original amount. No interest shall be payable on said sum or any part thereof. Whenever the holder of Landlord's interest in this lease, whether it be the Landlord named in this lease or any transferee of said Landlord, immediate or remote, shall transfer its interest in this lease, said holder shall turn over to its transferee said sum or the unapplied balance thereof, and thereafter such holder shall be released from any and all liability to Tenant with respect to said sum or its application or return, it being understood that Tenant shall thereafter look only to such transferee with respect to said sum, its application and return. The holder of any mortgage upon property which includes the demised premises (and anyone claiming under such holder) shall never be responsible to Tenant for said sum or its application or return unless said sum shall actually have been received in hand by such holder.

7. Construction:

(A) Tenant acknowledges that it has inspected the demised premises, and it is understood and agreed that Tenant accepts the demised premises in their existing physical condition, and Landlord shall be under no obligation to make any repairs, alterations or improvements to the demised premises prior to or at the commencement of the term hereof or at any time thereafter, except as herein specifically provided otherwise. Landlord agrees to deliver possession of the demised premises to Tenant upon Tenant's receipt of its Permits. Landlord agrees to deliver the demised premises with the heating system and the air conditioning system in good, working order.

(B) Promptly upon execution of this lease, Tenant shall apply for and diligently prosecute the securing of all necessary permits and approvals including, without limitation, a liquor license, for Tenant's Permitted Use ("the Permits"). In the event Tenant has not secured said Permits or is unable to obtain Permits permitting 48 seats in the demised premises by February 28, 2016 ("the Permitting Period"), Tenant and Landlord shall both have the right to terminate this lease at any time after the expiration of the Permitting Period; provided, however, the Permitting Period may be extended by Tenant for up to an additional thirty (30) days upon written notice to Landlord provided the Tenant is diligently pursuing its permits, approvals and licenses and any delays are caused solely by delays in the local or state permitting or licensing authority's approval process. Tenant's notice of such extension shall provide in reasonable detail the reason for the delay. In the event Tenant does not terminate this lease on or before the expiration of the Permitting Period, as aforesaid, the lease shall continue in full force and effect (unless Landlord terminates) and Tenant shall no longer have the right to terminate the lease pursuant to this Section (B) of Article 7. Landlord will reasonably co-operate with Tenant in its application for the required seating. Tenant shall not apply for more than forty-eight (48) seats in total (eighteen (18) bar seats and thirty (30) table seats). Any requirements imposed by the Town of Sudbury, related to Tenant's use of the demised premises shall be Tenant's responsibility, and at Tenant's sole cost and expense. Promptly upon receipt of said Permits, Tenant shall perform, at its sole risk and its own cost and expense, all work

required to prepare the demised premises for Tenant's occupancy (pursuant to the provisions of Exhibit B and plans and specifications therefor approved in writing by Landlord prior to the commencement of any construction in the demised premises), which work will include the installation of a new full glass front to the demised premises similar to or consistent with the Pearle Vision store in the Shopping Center, and Tenant shall equip the demised premises with all trade fixtures and personal property suitable or appropriate to the regular and normal operation of the type of business in which Tenant is engaged, and Tenant shall open for business as soon as is possible. All such trade fixtures and personal property shall be new or like-new, of first-class quality, and subject to Landlord's approval, which shall not be unreasonably withheld or delayed. In any event, Tenant agrees to open for business not later than the Rent Commencement Date. During the period commencing upon the earlier of (a) the first entry by Tenant or its agents for the purpose of performing any work, or (b) the execution and delivery of this lease, and ending upon the commencement of the term of this lease, Tenant shall comply with all of the provisions of this lease as if said period were part of the term of this lease, except that no rent shall be payable for said period.

8. Common Areas:

(A) "The common areas of the Shopping Center" shall be the parking areas, driveways, walks, entrances, exits and service roads from time to time existing in the Shopping Center. During the term of this lease, Tenant shall reimburse Landlord, as additional rent, for Tenant's pro rata share (determined as hereinafter provided) of all costs and expenses paid or incurred by or on behalf of Landlord in cleaning, repainting and refurbishing the exterior of the buildings in the Shopping Center, in removing snow, ice and refuse from, providing security and traffic direction personnel (if any) for, operating, managing, policing, equipping, lighting, pest control, repairing, replacing and maintaining the common areas, the drainage, septic, lighting and utilities systems and the landscaping and gardening (if any) of the Shopping Center. Such costs shall likewise include (but shall not be limited to): the lighting, maintenance, repair and replacement of the pylon sign and other directional signage for the Shopping Center, the removal or treatment of hazardous materials and wastes from the Shopping Center if Tenant has caused the need for removal or treatment, premiums for fire and casualty, liability and property damage, workmen's compensation and other insurance (including without limitation, coverage under so-called "blanket" and/or "umbrella" policies); wages, unemployment taxes and benefits of personnel engaged in the management and operation of the Shopping Center (appropriately prorated where a person's duties are not limited solely to the Shopping Center); fees for required licenses and permits; supplies; seasonal decorations; capital repairs and expenditures (provided, however, the cost of same shall be amortized over the useful economic life of the improvement); reasonable depreciation of equipment used in the operation of the common areas (but there shall be excluded costs of equipment properly chargeable to capital accounts and depreciation of the original cost of constructing said common areas); and a management fee comparable in an amount to management fees which are customarily paid, from time to time, to professional property managers of commercial real estate located in the Greater Boston area not to exceed five (5%) of the annual base rent of the plaza. Expenses shall not include costs of compensation (including wages, salaries, fees and fringe benefits) for executive personnel or officers of Landlord and for other personnel above the grade of property manager, interest and principal payments on mortgages or any rental payments on any ground leases, advertising expenses and



leasing commissions, any cost or expenditure for which Landlord is reimbursed, whether by insurance proceeds or otherwise, the cost of any kind of service furnished to any other tenant in the Shopping Center which Landlord does not generally make available to all tenants in the Shopping Center, legal expenses of enforcing or negotiating leases, depreciation, the costs incurred in connection with the removal, mitigation or remediation of hazardous or toxic materials, items for which Tenant reimburses the Landlord or pays directly to third parties, the foundation and the structural components of the Shopping Center (including the repaving of the parking areas), expenses incurred to comply with any federal, state or local law, ordinance, rule or regulation or court order promulgated or interpreted prior to the Commencement Date, and also expenses incurred to comply with any such laws, no matter when promulgated or interpreted, if triggered by any alterations or improvements done to the Shopping Center or to other tenants' spaces, expenses incurred due to Landlord's failure to obtain or maintain commercially adequate insurance, expenses incurred due to the negligence or willful misconduct of Landlord, or its agents, contractors, or employees, the cost of any service that is not obtained at commercially reasonable, competitive market rates consistent with the operation and management of similar buildings in the Greater Boston area, costs arising out of latent defects in the base, shell, or core of the Shopping Center or repair thereof, the costs of repairs due to casualty or condemnation, costs for sculpture, paintings or other objects of art, Landlord's charitable or political contributions, any costs due to Landlord's breach of the Lease, and any expenses for repair or maintenance to the extent covered by warranties, guarantees or service contracts and for which Landlord is reimbursed. Tenant's pro rata share of said costs and expenses shall be determined by multiplying said costs and expenses by a fraction the numerator of which is the ground floor area in the demised premises and the denominator of which is the ground floor area in all the buildings of the Shopping Center from time to time; provided that if Landlord shall carry fire and other casualty insurance on less than all the buildings in the Shopping Center, then said denominator shall only reflect the ground floor area of the buildings upon which Landlord carries such insurance for purposes of allocating the cost of premiums for fire and other casualty insurance carried by Landlord upon the buildings within the Shopping Center. In addition, if any tenant or other occupant of the Shopping Center (i) maintains the common areas in whole or in part, or any facilities therein, (ii) provides any services the cost of which would otherwise be includable in common area charges, and/or (iii) pays directly for the costs which would otherwise be included in the common area charges, then the costs associated with or attributable to any of the foregoing shall be excluded from common area charges, and the denominator used to determine Tenant's pro rata share of such costs (and only such costs) shall be reduced by the floor area occupied by such tenant or other occupant. Tenant shall pay to Landlord on the first (1st) day of every month in advance a sum equal to Tenant's initial monthly common area maintenance and insurance payment (as set forth on said Lease Information Page), such payments to represent payments on account of Tenant's obligations under this Article. If for the calendar year in question Tenant's pro rata share of said costs and expenses shall exceed or be less than the aggregate of said payments, an appropriate adjustment shall be made upon the determination of the amount of said costs and expenses for said calendar year and the submission to Tenant of a statement setting forth Tenant's pro rata share thereof. The initial monthly payment referred to above shall be replaced after the end of the first (1st) partial calendar year of the term, and after each succeeding calendar year, by a monthly payment equal to one-twelfth (1/12th) of Tenant's actual pro rata share of said costs and expenses for the immediately preceding calendar year. If there shall be any partial calendar year at the commencement or

termination of the term hereof, the provisions of this Section (A) shall apply pro tanto. At Landlord's election, however, Landlord may submit quarterly statements with respect to said costs and expenses (rather than annual statements), and in such case any deficiency in the payments made by Tenant for any quarter shall be paid to Landlord forthwith upon Tenant's receipt of the quarterly statement in question, but all other adjustments shall be made on an annual basis as set forth above. At any time, Landlord may change its statements (annually or quarterly) from a calendar year basis to a fiscal year basis, and any necessary adjustments in the year of such change shall be made.

(B) Tenant agrees that it will keep the sidewalks adjacent to the demised premises reasonably free of snow, ice, refuse and obstructions.

(C) If, as a result of Tenant remaining open for business longer than the normal operating hours of the Shopping Center (as the same shall be established by Landlord from time to time), Landlord shall incur any additional costs and expenses, then Tenant shall reimburse Landlord directly, upon demand from time to time, for the additional costs and expenses so incurred. If any other tenants in the Shopping Center shall also remain open for business longer than the normal operating hours of the Shopping Center, then Landlord shall make a reasonable allocation among all the tenants so remaining open of the additional costs and expenses so incurred.

(D) Tenant, subtenants and concessionaires of Tenant, and employees, agents, contractors and customers of Tenant or its subtenants or concessionaires shall have the right to use, in common with and with due regard for the rights of others entitled to use the same, the common areas of the Shopping Center for all such purposes as said various common areas shall be designated by Landlord, but only in connection with business upon the Shopping Center. Tenant will park its vehicles and will cause its subtenants and concessionaires and the employees, agents and contractors of Tenant or its subtenants or concessionaires to park their vehicles only in such areas as shall from time to time be designated by Landlord as "employee parking areas". Tenant will, on request, furnish Landlord with automobile license numbers assigned to automobiles belonging to or used by Tenant or such other persons. Tenant will cause to be affixed to such automobiles employee identification stickers which Landlord may furnish. Landlord reserves the right at any time and from time to time to change the parking configuration, the location or size of any of the common areas, to construct other buildings or improvements in the Shopping Center, and to make any alterations or additions thereto.

#### 9. Use of Premises:

(A) Tenant agrees that during the term of this lease the demised premises will be used and occupied for the permitted use set forth on said Lease Information Page, and for no other purpose without the written consent of Landlord.

(B) The business conducted in the demised premises shall always be conducted under the trade name set forth on said Lease Information Page, unless Landlord shall otherwise consent in writing, which shall not be unreasonably withheld or delayed.

(C) Intentionally omitted.

(D) Tenant further agrees that Tenant and those claiming under it shall conform to the following provisions during the term of this lease:

(a) Only such food will be warehoused and/or stored in the demised premises as is intended to be offered for sale at retail in the demised premises;

(b) No auction, fire, bankruptcy, going-out-of-business or similar such sales (whether genuine or simply promotional) may be conducted or be advertised as being conducted within the demised premises;

(c) Tenant shall not use the sidewalks adjacent to the demised premises for business purposes, and no merchandise or boxes from or for the demised premises will be placed by Tenant in the common areas;

(d) Tenant shall keep the display windows of the demised premises electrically lighted during such periods of time as windows throughout a major portion of the Shopping Center are kept lighted;

(e) Tenant shall receive and deliver food and merchandise only in the manner, at such times, and in such areas, as may be reasonably designated by Landlord;

(f) Tenant will procure all licenses and permits which may be required for any use made of the demised premises;

(g) Tenant and Tenant's employees and agents shall not solicit business in the common areas, nor shall Tenant distribute any handbills or other advertising matter on automobiles parked, or to pedestrians, in the common areas;

(h) All garbage and refuse shall be kept in the kind of container reasonably specified by Landlord, and shall be placed outside of the demised premises, prepared for collection, in the manner and at the times and places reasonably specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. Tenant agrees to keep the demised premises free at all times of pests, rodents and other vermin and will use a professional exterminating service as reasonably requested by Landlord. Furthermore, Tenant shall not employ any so-called "Fryolater" or other apparatus for the preparation of deep fried food products unless Tenant shall obtain any and all permits and governmental approvals required with respect to the installation thereof within the demised premises, and unless Tenant shall install a grease trap of a type and in a location approved by the local authority having jurisdiction. Tenant specifically agrees that it shall empty and clean any and all grease traps which serve the demised premises when reasonably required. Furthermore, in the event that Landlord shall at any time advise Tenant, orally or in writing, that such grease trap or grease traps need to be cleaned and Tenant shall fail to empty and clean the same within twenty-four (24) hours of Landlord's so advising Tenant, Landlord may empty and clean each

such grease trap and charge to Tenant the actual cost incurred by Landlord in so doing plus a supervisory fee equal to the greater of (a) \$100.00 or (b) twenty-five percent (25%) of the actual cost to Landlord of emptying and cleaning each such grease trap, in order to compensate Landlord for the overhead expenses which it will incur in supervising the emptying and cleaning thereof.;

(i) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the demised premises;

(j) Tenant and those claiming under it shall not use, handle, store, release or discharge oil, hazardous materials or hazardous wastes in or about the demised premises except in a manner which complies with all applicable laws and regulations with respect thereto. Tenant shall ensure that the plumbing facilities in the demised premises are adequate for Tenant's use of the demised premises. The plumbing facilities shall not be used for any other purpose than for the discharge of ordinary sanitary waste, and no chemicals or foreign substance of any kind which could harm said facilities and/or the Shopping Center septic system shall be introduced therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant;

(k) Tenant shall not perform any act or carry on any practice which may injure the demised premises or any other part of the Shopping Center, or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other tenant or tenants or other persons in the Shopping Center, and in no event shall any noises or odors be emitted from the demised premises. Tenant shall install all vents and exhaust fan systems necessary to prevent odors from emanating from the demised premises;

(l) The demised premises will be kept open each day for business at least during the hours designated by Landlord, from time to time, but in no event on days not permitted by law or for a greater number of hours than permitted by law. Initially, Landlord designates such hours to be 10:00 A.M. through 10:00 P.M. Sundays through Thursdays, 10:00 A.M. through 11:00 P.M. Fridays and Saturdays;

(m) Tenant shall not use any portion of the demised premises for any purpose other than for its business operations in the demised premises;

(n) Nothing shall be done upon or about the demised premises which shall be unlawful, improper, or contrary to any law, ordinance, regulation or requirement of Landlord's insurance carrier or of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction, or which may adversely affect the quality or tone of the demised premises or the Shopping Center, and Tenant will promptly comply with any such law, ordinance, regulation or requirement, provided that if Tenant wishes to contest any such compliance, Tenant shall post such security with Landlord as Landlord shall deem adequate pending such contest;

(o) Tenant will not drill or make any holes in the stone or brickwork, and the demised premises will not be overloaded, damaged or defaced;

(p) Only such space in the demised premises will be used for office, clerical or other non-selling purposes as may be reasonably required for the conduct of business in the demised premises;

(q) Tenant will keep the demised premises well stocked with food, maintain adequate equipment and personnel for the efficient service of its customers and, in general, employ its best judgment, efforts and abilities to operate the demised premises in an efficient manner;

(r) Tenant and those claiming under Tenant shall not transport, use, handle, store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes in or about the Shopping Center. If the transportation, storage, use or disposal thereof anywhere on the Shopping Center by Tenant or anyone claiming under Tenant results in (1) contamination of the soil, surface, improvements and/or ground water or (2) loss or damage to person(s) or property, then Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to contain and clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage, including without limitation the cost of testing in order to confirm the presence, containment and/or removal of such oil, materials or waste. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing; and

(s) Tenant will not do, or suffer to be done, or keep, or suffer to be kept, or omit to do anything in, upon or about the demised premises which may prevent the obtaining of any type of insurance upon the demised premises or any other premises in the Shopping Center or on any property therein, or which may make void or voidable any such insurance, or which may create any extra premiums for, or increase the rate of, any such insurance; and if anything shall be done or kept or omitted to be done in, upon or about the demised premises which shall create any extra premiums for, or increase the rate of, any such insurance, Tenant will pay the increased cost of the same to Landlord upon demand.

10. Utilities, Repairs and Alterations:

(A) Tenant agrees to pay all charges for heat, air conditioning, water, gas, electricity and other utilities used by the demised premises. If a charge shall be made from time to time by the public authority having jurisdiction for the use of the sanitary sewer system and/or for the use of the storm sewer system, Tenant shall pay the share thereof properly apportionable to the demised premises. Landlord may at its election furnish water, gas and electricity or any other utilities to the demised premises. In such event Tenant agrees to purchase from Landlord

its requirements of such of said utilities as Landlord shall elect to furnish, but the charges made by Landlord for any utility so furnished by it shall not exceed the charges Tenant would be required to pay if Tenant purchased the same utility directly from the utility company furnishing the same to the Shopping Center. Tenant agrees it will at all times keep sufficient heat in the demised premises to prevent the pipes therein from freezing. Tenant shall also pay for any sprinkler stand-by service charge which may be properly apportionable to the demised premises.

(B) Landlord agrees to make all necessary repairs or alterations to the property which Landlord is required to maintain, as hereinafter set forth. The property which Landlord is required to maintain, repair or replace is the foundation, roof, exterior walls, marquees, structural columns and structural beams of the demised premises. Notwithstanding the foregoing, if any of said repairs or alterations shall be made necessary by reason of repairs, installations, alterations, additions or improvements made by Tenant or anyone claiming under Tenant, by reason of the fault or negligence of Tenant or anyone claiming under Tenant, by reason of a default in the performance or observance of any agreements, conditions or other provisions on the part of Tenant to be performed or observed, or by reason of any special use to which the demised premises may be put, Tenant shall make all such repairs or alterations as may be necessary. Subject to the provisions of Section (B) of Article 37 below, Landlord shall not be deemed to have committed a breach of any obligation to make repairs or alterations or perform any other act unless (1) it shall have made such repairs or alterations or performed such other act negligently, or (2) it shall have received notice from Tenant designating the particular repairs or alterations needed or the other act of which there has been failure of performance and shall have failed to make such repairs or alterations or performed such other act within a reasonable time after the receipt of such notice; and in the latter event Landlord's liability shall be limited to the cost of making such repairs or alterations or performing such other act, it being specifically agreed and understood, that Tenant shall not be entitled to terminate this lease and the minimum rent and additional rent shall not abate as a result of any such breach by Landlord. As used in this lease, the expression "exterior walls of the demised premises" does not include the interior surface of any exterior wall, nor shall it include any glass, windows, doors, window sashes or frames, door frames or store front. Landlord shall further have the right to make all repairs, installations, alterations, additions or improvements to the sprinkler system in the demised premises that are, in Landlord's opinion, necessary to bring the system into compliance with any request from Landlord's insurance carrier or any law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction. Except as indicated in Section 8(A), Landlord shall bill Tenant for the cost to Landlord of all repairs and alterations made by Landlord pursuant to the provisions of this Section (B), and Tenant shall reimburse Landlord for such cost within ten (10) days after the receipt of such bill. If any such repair or alteration shall involve other premises in addition to the demised premises, an appropriate allocation of the cost thereof shall be made by Landlord, and Tenant shall reimburse Landlord as aforesaid for the portion thereof so allocated to the demised premises.

(C) Tenant agrees that it will during the term of this lease make all repairs and alterations to the property which Tenant is required to maintain, as hereinafter set forth, which may be necessary to maintain the same in good repair and condition or which may be required by any laws, ordinances, regulations or requirements of any public authorities having jurisdiction, subject only to the provisions of Articles 13 and 14; and that it will upon the expiration or other

termination of the term of this lease remove its property and that of all persons claiming under it and will yield up peaceably to Landlord the demised premises and all property therein other than property of Tenant or persons claiming under Tenant, broom clean, free of mold and in good repair and condition, subject only to the provisions of Articles 13 and 14. The property which Tenant is required to repair and maintain is the demised premises and every part thereof, including, but without limitation, all walls, floors and ceilings, the heating system, the air conditioning system, including rooftop heating and air conditioning units if the same are used, all utilities' (water, gas, electricity and sewerage) conduits, fixtures and equipment within the demised premises, all meters and all other fixtures and equipment within or appurtenant to the demised premises, all signs (interior and exterior), all glass, windows, doors, window sashes and frames, door frames and the store front. Notwithstanding the foregoing, Tenant shall not be under any obligation to make any repairs or alterations to the foundation, roof, exterior walls, marquees or structural columns or structural beams of the demised premises except to the extent provided in Section (B) of this Article. Tenant specifically agrees to replace all glass damaged with glass of the same kind and quality. Tenant also agrees to paint, varnish and otherwise redecorate the demised premises when required to keep the demised premises attractive in appearance. Tenant further agrees that it will obtain and maintain in full force and effect a non-cancellable heating and air conditioning equipment service contract which shall provide for the periodic inspection and maintenance of the heating and air conditioning equipment serving the demised premises. Said contract shall be made with a reputable contractor and shall be subject to Landlord's approval. Copies of said contract and any renewals and/or replacements thereof shall be delivered to Landlord. Landlord agrees to replace the existing heating and air conditioning system serving the demised premises as of the date of this lease one (1) time during the term of this lease; provided, however, Landlord shall not agree to so replace if tenant has expanded said system. After such one (1) time replacement, Tenant shall thereafter be responsible for all replacements of the heating and air conditioning systems serving the demised premises. Finally, Tenant agrees that it shall give Landlord not less than ten (10) days' notice of any occasion when Tenant or its agents, employees or contractors propose to go upon the roof of the building which includes the demised premises for the purpose of making any repairs or alterations or for any other purpose whatsoever.

(D) Tenant agrees to install and maintain in good and readable condition upon the exterior of the demised premises in the place or places provided by Landlord therefor a sign which will conform to the criteria developed by Landlord for signs in the Shopping Center, but no other sign, symbol, advertisement, neon light or other light or object visible to public view outside of the demised premises may be installed or maintained by Tenant in or upon the demised premises without the prior written approval of Landlord, which shall not be unreasonably withheld or delayed. In the event that Landlord shall hereafter develop new criteria for signs in the Shopping Center, forthwith following the delivery of said new criteria to Tenant, Tenant shall replace its then existing sign, at its own cost and expense, with a new sign conforming to the new criteria developed by Landlord for signs in the Shopping Center. Tenant further agrees that all signs placed within the demised premises shall be professionally made signs. Tenant agrees that neither it nor anyone claiming under it will make any installations, alterations, additions or improvements to the sprinkler system in the demised premises without the prior written approval of Landlord's insurance carrier. Tenant shall submit all such plans for its work on the sprinkler system in the demised premises to Landlord at least thirty (30) days

prior to the date on which Tenant intends to commence such work in the demised premises. Tenant agrees that neither it nor anyone claiming under it will make any other installations, alterations, additions or improvements to or upon the demised premises, except only the installation of fixtures necessary for the conduct of its business, without the prior written approval of Landlord, which shall not be unreasonably withheld or delayed. All installations, alterations, additions and improvements made to or upon the demised premises, whether made by Landlord or Tenant or any other person (except only signs and movable trade fixtures installed in the demised premises prior to or during the term of this lease at the cost of Tenant or any person claiming under Tenant), shall be deemed part of the demised premises and upon the expiration or other termination of the term of this lease shall be surrendered with the demised premises as a part thereof without disturbance, molestation or injury; except that upon request by Landlord at or about the time of expiration or termination hereof, Tenant shall remove any or all of such alterations the removal of which shall be so requested by Landlord and, to the extent so requested by Landlord, shall restore the demised premises to the same condition and repair that the demised premises were in at the time the same were delivered to Tenant, reasonable wear and tear excepted, and Tenant shall repair all damage caused to the demised premises in so removing the same and restoring the demised premises to said condition. Said signs and movable trade fixtures shall not be deemed part of the demised premises and may be removed by Tenant at any time or times during the term of this lease or upon the termination of the term of this lease, if, and only if, Tenant shall not then be in default in the performance or observance of any of the agreements or conditions in this lease contained on the part of Tenant to be performed or observed. Movable trade fixtures shall include trade fixtures and other installations not affixed to the realty and trade fixtures and other installations affixed only by nails, screws or similar means. Movable trade fixtures shall not include linoleum or other floor covering cemented or otherwise adhesively affixed to the floor.

(E) Tenant agrees that it will procure all necessary permits before making any repairs, installations, alterations, additions, improvements or removals. Landlord agrees it will cooperate with Tenant in obtaining such permits. Tenant agrees that all repairs, installations, alterations, improvements and removals done by it or anyone claiming under it shall be done in a good and workmanlike manner, that the same shall be done in conformity with all laws, ordinances and regulations of all public authorities and all insurance inspection or rating bureaus having jurisdiction, and in conformity with the requirements of Landlord's insurance carrier, that the structure of the demised premises will not be endangered or impaired and that Tenant will repair any and all damage caused by or resulting from any such repairs, installations, alterations, additions, improvements or removals, including, but without limitation, the filling of holes. Tenant agrees to pay promptly when due all charges for labor and materials in connection with any work done by Tenant or anyone claiming under Tenant upon the demised premises so that the demised premises and the Shopping Center shall at all times be free of liens resulting from such labor and/or materials. If, because of any act or omission of Tenant, any mechanic's or other lien or order for the payment of money is filed against the demised premises, or the Shopping Center, or against Landlord (whether or not such lien or order is valid or enforceable as such), Tenant shall within twenty (20) days after the date of filing thereof, cause the same to be canceled and discharged of record. If required by Landlord, Tenant shall obtain waivers of liens or other similar documents satisfactory to Landlord from any such contractor or materialman. Tenant agrees to save Landlord harmless from, and indemnify Landlord against,



any and all claims for injury, loss or damage to person or property caused by or resulting from the doing of any such work.

11. Indemnity and Insurance:

(A) Tenant agrees to save Landlord harmless from, defend and indemnify Landlord against, to the extent permitted by law, any and all injury, loss or damage and any and all claims for injury, loss or damage, of whatever nature (i) caused by or resulting from, or claimed to have been caused by or to have resulted from, any act, omission or negligence of Tenant or anyone claiming under Tenant (including, but without limitation, subtenants and concessionaires of Tenant and employees and contractors of Tenant or its subtenants or concessionaires), no matter where occurring, or (ii) occurring upon or about the demised premises, no matter how caused unless caused by the act, omission or negligence of Landlord or its agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or the defense thereof. Landlord agrees to save Tenant harmless from, defend and indemnify Tenant against, to the extent permitted by law, any and all injury, loss or damage and any and all claims for injury, loss or damages, of whatever nature caused by or resulting from, or claimed to have been caused by or to have resulted from, any act, omission or negligence of Landlord or anyone claiming under Landlord (including, but without limitation, employees and contractors of Landlord), no matter where occurring. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or the defense thereof. To the maximum extent that this agreement may be made effective according to law, Tenant agrees to use and occupy the demised premises and to use such other portions of the Shopping Center as it is herein given the right to use at its sole risk. Without limiting the generality of the immediately preceding sentence, if Tenant or anyone claiming under Tenant or the whole or any part of the property of Tenant or anyone claiming under Tenant shall be injured, lost or damaged by theft, fire, water or steam or in any other way or manner, whether similar or dissimilar to the foregoing, no part of said injury, loss or damage is to be borne by Landlord or its agents unless caused by the act, omission or negligence of Landlord or its agents or employees. Tenant agrees that Landlord shall not be liable to Tenant or anyone claiming under Tenant for any injury, loss or damage that may be caused by or result from the fault or negligence of any persons occupying adjoining premises or any other part of the Shopping Center.

(B) Tenant will maintain general comprehensive public liability insurance with respect to the demised premises and its appurtenances, issued by insurance companies authorized to do business in the Commonwealth of Massachusetts, naming Landlord and Tenant as insureds, in amounts not less than Two Million Dollars (\$2,000,000.00) with respect to injuries to any one person and not less than Two Million Dollars (\$2,000,000.00) with respect to injuries suffered in any one accident, and not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) with respect to damage to property. Further, in the event Tenant obtains a beer and wine or all liquor license, Tenant shall procure and maintain the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) including assault and battery coverage, with coverage of at least the minimum amount specified in this

Article 11 for Tenant's commercial general liability insurance, plus at least \$2,000,000.00 of coverage under an umbrella policy covering excess "liquor law" liability, or such higher limits as Landlord may from time to time request, provided such higher limits are then customarily being carried by first-class restaurant operations in the Town of Sudbury, Massachusetts selling beer and wine or liquor, which policy or policies shall insure Tenant and Landlord and those claiming by, through and under Landlord against any and all claims, demands, or actions for personal and bodily injury to or death of one person or multiple persons in one or more accidents, and for property damage, as well as for damages due to loss of means of support, loss of consortium, and the like, so that at all times Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale and dispensing of alcoholic beverages in and from the demised premises. Said insurance shall be issued by responsible insurance companies authorized to do business in the Commonwealth of Massachusetts and having a "Best's" rating of B+ or higher, and shall insure as named insureds Landlord and Tenant. Tenant will keep all plate glass insured in insurance companies authorized to do business in the Commonwealth of Massachusetts, naming Landlord and Tenant as insureds as their interests may appear. Tenant shall deliver to Landlord the policies of such insurance, or certificates thereof, at least fifteen (15) days prior to the commencement of the term of this lease, and each renewal policy or certificate thereof, at least fifteen (15) days prior to the expiration of the policy it renews. Each such policy shall provide that the same shall not be modified or terminated without at least ten (10) days written notice to Landlord. If said insurance shall be written on a so-called "aggregate liability" basis, each time that a claim is paid thereunder, Tenant shall increase the amount of its coverage so that the remaining aggregate limits shall be not less than the limits required herein to be carried by Tenant. Tenant also agrees that upon Landlord's request from time to time Tenant shall increase the limits of the public liability insurance described above to such limits as are customarily carried with respect to premises similar to the demised premises located in the Metro-West area of Greater Boston.

12. Access to Premises:

Landlord shall have the right to enter upon the demised premises or any part thereof without charge at all reasonable times upon reasonable prior notice (which may be oral), and in case of emergency, at any time and without notice, to inspect the same, to show the demised premises to prospective purchasers or tenants, to make or facilitate any repairs, alterations, additions or improvements to the demised premises or any other part of the Shopping Center, including, but without limitation, to install and maintain in, and remove from the demised premises, sprinklers, pipes, wires and other conduits (but nothing in this Article 12 contained shall obligate Landlord to make any repairs, alterations, additions or improvements); and Tenant shall not be entitled to any abatement or reduction of rent or damages by reason of any of the foregoing. No forcible entry shall be made by Landlord unless such entry shall be reasonably necessary to prevent serious injury, loss or damage to person or property. Landlord shall repair any damage to property of Tenant or anyone claiming under Tenant caused by or resulting from Landlord's making any such repairs, alterations, additions or improvements except only such damage as shall result from the making of such repairs, alterations, additions or improvements which Landlord shall make as a result of the default, fault or negligence of Tenant or anyone claiming under Tenant. For the period commencing six (6) months prior to the expiration of the

term of this lease, Landlord may maintain "For Rent" signs on the front or any part of the exterior of the demised premises.

13. Fire and Other Casualty:

(A) If the demised premises shall be damaged or destroyed by fire or other unavoidable casualty, then Tenant shall give notice thereof to Landlord, and, except as hereinafter otherwise provided, Landlord shall, within a reasonable time thereafter, repair or restore the demised premises to substantially the same condition they were in prior to the casualty. Landlord shall not be obligated to spend for such repairs and restoration an amount in excess of any insurance proceeds paid to Landlord for such damage or destruction. It is agreed and understood that if during the last year of the term of this lease the demised premises shall be damaged or destroyed as aforesaid to the extent of fifteen percent (15%) or more of its insurable value, or the building of which they are a part shall be damaged or destroyed to the extent of fifteen percent (15%) or more of its insurable value, Landlord, at its election, may terminate the term of this lease by a notice to Tenant within sixty (60) days after such damage or destruction. It is also agreed and understood that if during the last year of the term of this lease the demised premises shall be damaged or destroyed as aforesaid to the extent of fifteen percent (15%) or more of its insurable value, Tenant, at its election, may terminate the term of this lease by a notice to Landlord within sixty (60) days after such damage or destruction. It is further agreed that if at any time during the term hereof the demised premises shall be substantially damaged or destroyed as aforesaid, Landlord, at its election, may terminate the term of this lease by a notice to Tenant within sixty (60) days after such damage or destruction. Further, if there shall be substantial damage or destruction as aforesaid to any buildings within the Shopping Center to such extent that continued operation of the Shopping Center would be uneconomical, Landlord, at its election, may terminate the term of this lease by a notice to Tenant within sixty (60) days after such damage or destruction. For purposes of this Article, any premises shall be deemed to have been substantially damaged or destroyed if the damage or destruction is of such a character that the same cannot reasonably be expected to be repaired or restored within ninety (90) days after the repair or restoration work would be commenced. In the event of any termination of the term of this lease pursuant to the provisions of this Article 13, the termination shall become effective on the fifteenth (15th) day after the giving of the notice of termination, and rent shall be apportioned as of the time of termination. Tenant will receive an abatement of Rent to the extent and during the time the Premises are rendered untenable and Tenant stops using such portion of the Premises due to a fire or other casualty, such Rent to abate in such proportion as the part of the Premises thus destroyed or rendered untenable bears to the total Premises from the date of such damage or destruction.

(B) Landlord shall keep the demised premises insured at least against such casualties and in such amounts as shall be required by the holder of a mortgage upon premises of which the demised premises are a part, but in any event such insurance shall cover loss due to fire and the usual extended coverage casualties and shall be in an amount not less than eighty percent (80%) of the full insurable value thereof exclusive of the foundation. Such insurance may be written with a so-called eighty percent (80%) or ninety percent (90%) co-insurance clause. Insurance against any or all of such risks may be maintained under a blanket policy covering the demised premises and other real estate of Landlord and/or its affiliated business

organizations. It is expressly understood and agreed that nothing in this lease contained shall be deemed to create in Tenant any interest in said insurance policies or the proceeds thereof. Tenant agrees to pay to Landlord upon demand, as additional rent and as part of the cost and expense of maintaining the common areas of the Shopping Center, the cost to Landlord of keeping the demised premises insured as hereinabove provided, as well as the amount of any so-called "deductible" applicable to each loss insured thereunder, it being acknowledged that such "deductible" payments will be incurred by landlord in lieu of the payment of higher insurance premiums for purposes of this Section. Therefore, whenever this Section shall relate to insurance "premiums", the same shall be deemed to include the payment of any "deductible" payment required to be made under the insurance policy in question in the event of any loss insured thereunder.

14. Eminent Domain:

(A) If after the execution of this lease and prior to the expiration of the term of this lease the whole of the demised premises shall be taken under the power of eminent domain, then the term of this lease shall cease as of the time when Landlord shall be divested of its title in the demised premises, and minimum rent shall be apportioned and adjusted as of the time of termination.

(B) If only a part of the demised premises shall be taken under the power of eminent domain, then if as a result thereof the ground floor area of the demised premises shall be reduced by more than twenty percent (20%) and the part remaining shall not be reasonably adequate for the operation of the business conducted in the demised premises prior to the taking or parking in the Shopping Center is reduced by more than twenty percent (20%), Landlord or Tenant may, at its election, terminate the term of this lease by giving the other notice of the exercise of its election within twenty (20) days after it shall receive notice of such taking, and the termination shall be effective as of the time that possession of the part so taken shall be required for public use, and minimum rent shall be apportioned and adjusted as of the time of termination. Further, if so much of the Shopping Center shall be taken under the power of eminent domain that continued operation of the Shopping Center would be uneconomical, Landlord, at its election, may terminate the term of this lease by a notice to Tenant of the exercise of its election within twenty (20) days after it shall receive notice of such taking, and the termination shall be effective as of the time that possession of the part so taken shall be required for public use, and rent shall be apportioned and adjusted as of the time of termination. If only a part of the demised premises shall be taken under the power of eminent domain and if the term of this lease shall not be terminated as aforesaid, then the term of this lease shall continue in full force and effect and Landlord shall, within a reasonable time after possession is required for public use, repair and rebuild what may remain of the demised premises so as to put the same into condition for use and occupancy by Tenant, and a just proportion of the minimum rent according to the nature and extent of the injury to the demised premises shall be suspended or abated until what may remain of the demised premises shall be put into such condition by Landlord, and thereafter a just proportion of the minimum rent according to the nature and extent of the part so taken shall be abated for the balance of the term of this lease.

(C) Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or quasi public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be reasonably required by Landlord in any proceeding for the recovery of damages if requested by Landlord, and to turn over to Landlord any damages that may be recovered in such proceeding. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for movable trade fixtures installed by Tenant or anybody claiming under Tenant at its own cost and expense or lost revenue.

15. Defaults:

(A) (1) If Tenant shall default in the payment of rent or other payments required of Tenant, and if Tenant shall fail to cure said default within ten (10) days after receipt of notice of said default from Landlord, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within thirty (30) days after receipt of notice of said default from Landlord, or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make an assignment of its property for the benefit of creditors, or (5) if Tenant shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant, or (7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's property, or (8) if Tenant shall fail to open for business in the demised premises on or before the one hundred and twentieth (120<sup>th</sup>) day following the Commencement Date, or if Tenant shall fail to continuously operate its business in the demised premises as required pursuant to Section (D)(1) of Article 9 of this lease, then in any of said cases, Landlord lawfully may immediately, or at any time thereafter, and without any further notice or demand, enter into and upon the demised premises or any part thereof in the name of the whole, by force or otherwise, and hold the demised premises as if this lease had not been made, and expel Tenant and those claiming under it and remove its or their property (forcibly, if necessary) without being taken or deemed to be guilty of any manner of trespass (or Landlord may send written notice to Tenant of the termination of this lease), and upon entry as aforesaid (or in the event that Landlord shall send to Tenant notice of termination as above provided, on the fifth (5<sup>th</sup>) day next following the date of the sending of the notice), the term of this lease shall terminate. Notwithstanding the provisions of clauses (1) and (2) of the immediately preceding sentence, if Landlord shall have rightfully given Tenant notice of default pursuant to either or both of said clauses twice during any twelve (12) month period, and if Tenant shall thereafter default in the payment of rent or other payments and/or the performance or observance of any other agreement or condition required of Tenant, then Landlord may exercise the right of termination provided for it in said immediately preceding sentence without first giving Tenant notice of such default and the opportunity to cure the same within the time provided in said clause (1) and/or clause (2), as the case may be. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord terminates this lease as provided in this Article.

(B) If Landlord shall make any expenditures or incur any fees (including attorney's fees) or other costs and charges as a result of a default by Tenant under this lease, after all cure periods have expired, or as a result of Landlord enforcing any covenant, provision or agreement contained in this lease, or as a result of the termination of this lease or any other such action due to a default by Tenant under this lease, then all such fees, costs and charges shall be deemed additional rent hereunder, and Tenant shall be obligated to reimburse Landlord for all such fees, costs and charges so made or incurred by Landlord within ten (10) days of receipt of a bill from Landlord therefor.

(C) In case of any such termination, until the exercise of Landlord's election as hereinbelow set forth, Tenant will indemnify against and pay to Landlord each month all loss of rent and all obligations which Landlord may incur by reason of any such termination commencing on the date of termination and ending on the expiration of the term of this lease. As an alternative, at the election of the Landlord, the Tenant will upon such termination pay to the Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to the Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by the Tenant over and above the then cash rental value in advance of the premises for the balance of the term with the result discounted at a rate of eight percent (8%) per year. It is understood and agreed that at the time of the termination or at any time thereafter Landlord may rent the demised premises, and for a term which may expire after the expiration of the term of this lease, without releasing Tenant from any liability whatsoever, that Tenant shall be liable for any expenses (including those expenses incurred pursuant to Section (B) of this Article 15) incurred by Landlord in connection with obtaining possession of the demised premises, with removing from the demised premises property of Tenant and persons claiming under it (including warehouse charges), with putting the demised premises into good condition for reletting, and with any reletting, including, but without limitation, reasonable attorneys' fees and brokers' fees, and that any monies collected from any reletting shall be applied first to the foregoing expenses and then to the payment of rent and all other payments due from Tenant to Landlord.

(D) In any litigation between Landlord and Tenant arising under the terms and provisions of this lease or arising from Tenant's occupancy of the demised premises, Tenant waives any and all rights to a jury trial. This lease shall be governed by the Laws of the Commonwealth of Massachusetts and Tenant specifically and irrevocably consents to the jurisdiction and venue of the Commonwealth of Massachusetts with respect to all matters concerning this lease or Tenant's occupancy of the demised premises. This paragraph shall survive the termination of this lease.

(E) It is understood and agreed that the rent and other charges payable by Tenant under this lease shall be due and payable in all circumstances without any set-off or deduction whatsoever. Therefore, in any eviction action brought by Landlord against Tenant with respect to the demised premises on account of the failure of Tenant to pay rent, the only defense available to Tenant shall be actual payment and receipt by Landlord of such rent in accordance with the terms of this lease. This paragraph shall survive the termination of this lease.

16. Subordination to Mortgages:

Tenant agrees that upon the request of Landlord it will subordinate this lease and the lien hereof to the lien of any present or future mortgage or mortgages upon the demised premises or any property of which the demised premises are a part, irrespective of the time of execution or time of recording of any such mortgage or mortgages. Tenant agrees that it will upon the request of Landlord execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to give effect to or notice of such subordination. Tenant also agrees that if it shall fail at any time to execute, acknowledge or deliver any instrument requested by Landlord under this Article 16, Landlord may, in addition to any other remedies available to it, execute, acknowledge and deliver such instrument as the attorney in fact of Tenant and in Tenant's name; and Tenant hereby makes, constitutes and irrevocably appoints Landlord as its attorney in fact for that purpose. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. At the request of the holder of any mortgage upon the demised premises or any property of which the demised premises is a part, this lease may be made superior to such mortgage, and in such event Tenant shall execute any and all documents giving superiority to this lease as Landlord shall require. However, such holder of any mortgage upon the demised premises or any property of which the demised premises is a part may subordinate the lien of such mortgage to this lease, thereby making this lease superior to such mortgage, by recording in the Middlesex County, Southern District, Registry of Deeds, a Notice of Subordination or other document of like effect, executed unilaterally by such mortgagee. Whether the lien of any mortgage upon the demised premises or any property of which the demised premises are a part shall be superior or subordinate to this lease and the lien hereof, Tenant agrees that, if requested by Landlord or by the holder of such mortgage, it will attorn to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure of or similar action taken under such mortgage.

17. Certificate:

At any time or times during the term of this lease and within five (5) days after written request therefor by Landlord, Tenant agrees to deliver to Landlord or to any mortgagee a certificate stating that Tenant has entered into occupancy of the demised premises in accordance with the provisions of this lease, that this lease is in full force and effect, and any other information reasonably requested, and if Tenant is a corporation that is not publicly held, copies of a complete set of Tenant's most recent financial statements, as prepared and certified by Tenant's certified public accountants.

18. Assignment:

(A) Tenant agrees that it will not assign (either directly or as collateral), mortgage, pledge or otherwise encumber this lease or any interest therein or any of Tenant's fixtures, equipment or inventory located in the demised premises, and that it will not sublet the whole or any part of the demised premises, without obtaining on each occasion the written consent of the Landlord.

(B) Tenant shall pay to Landlord upon demand, and as additional rent, an assignment fee of \$500.00 for each assignment request approved by Landlord, in addition to all reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to an assignment, subletting or encumbrance. If Landlord shall consent to any assignment of this lease by Tenant or a subletting of the whole of the demised premises by Tenant at a rent which exceeds the rent payable hereunder by Tenant, or if Landlord shall consent to a subletting of a portion of the demised premises by Tenant at a rent in excess of the subleased portion's pro rata share of the rent payable hereunder by Tenant, then Tenant shall pay to Landlord, as additional rent, forthwith upon Tenant's receipt of each installment of any such excess rent, the one-half of the amount of any such excess rent. Each request by Tenant for permission to assign this lease or to sublet the whole or any part of the demised premises shall be accompanied by a warranty by Tenant as to the amount of rent to be paid to Tenant by the proposed assignee or sublessee. For purposes of this Section, the term "rent" shall mean all fixed rent, additional rent or other payments and/or consideration payable by one party to another for the use and occupancy of premises. Tenant agrees, however, that neither it nor anyone claiming under it shall enter into any sublease, license, concession or other agreement for use, occupancy or utilization of space in the demised premises which provides for rental or other payment or such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and Tenant agrees that any such purported sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy, or utilization of any part of the demised premises. Tenant further agrees that any sublease, license, concession or agreement for use, occupancy or utilization of space in the demised premises entered into by it or by anyone claiming under it shall contain the provisions set forth in the immediately preceding sentence. Tenant further agrees that if a sublease is entered into, neither the rent payable thereunder nor the amount thereof passed on to any person or entity shall have deducted therefrom any expenses or costs related in any way to the subleasing of such space. If there shall be any assignment or subletting by Tenant pursuant to the provisions of this Article, Tenant shall remain primarily liable for the performance and observance of the covenants and agreements herein contained on the part of Tenant to be performed and observed, such liability to be (in the case of any assignment) joint and several with that of such assignee. It is expressly understood and agreed that no assignment of Tenant's interest in this lease shall be effective until such time as Tenant shall deliver to Landlord an agreement from the assignee, which agreement shall be reasonably satisfactory to Landlord in form and substance and shall provide that the assignee agrees with Landlord to be primarily liable for the performance and observance of the covenants and agreements herein contained on the part of Tenant to be performed and observed, such liability to be joint and several with that of Tenant.

19. Holding Over:

If Tenant or anyone claiming under Tenant shall remain in possession of the demised premises or any part thereof after the expiration or termination of the term of this lease without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of rent by Landlord the person remaining in possession shall be deemed a tenant at sufferance



and after acceptance of rent by Landlord the person remaining in possession shall be deemed a tenant at will, subject to the provisions of this lease insofar as the same may be made applicable to a tenancy at will; provided, however, that minimum rent during such period as such person shall continue to hold the demised premises or any part thereof shall be payable at two (2) times the highest rate payable during the term hereof.

20. Waivers:

Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require Landlord's consent or approval, Landlord's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be deemed to be anything but payment on account, and the acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying said check that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept said check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Landlord may have under this lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other; and any two or more of all such rights and remedies may be exercised at the same time.

21. Rules and Regulations:

Tenant will observe and comply with, and will cause its subtenants and concessionaires, and its and their employees and agents, to observe and comply with reasonable Shopping Center rules and regulations from time to time promulgated by Landlord for the benefit and prosperity of the Shopping Center. However, neither Tenant nor anyone claiming under it shall be bound by any such rules and regulations until such time as Tenant receives copy thereof.

22. Quiet Enjoyment:

Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the demised premises during the term of this lease without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this lease and any instruments having a prior lien.

23. Labor Disputes:

Prior to the completion of the construction required of Landlord and thereafter while any addition to the Shopping Center may be built, Tenant agrees that all repairs, alterations, additions, improvements, installations and other work other than its ordinary course of business done upon or about the demised premises by it or anyone claiming under it will be done or carried on in such manner as to avoid or prevent any labor disputes.

24. Failure of Performance:

If Tenant shall default in the performance or observance of any agreement or condition in this lease contained on its part to be performed or observed other than an obligation to pay money, and shall not cure such default within thirty (30) days after notice written from Landlord specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or any contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor or save Landlord harmless therefrom; provided that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder said amount, plus interest thereon from the date of Landlord's demand at the Lease Interest Rate, shall be added to and become due as a part of the next payment of rent due hereunder.

25. Definitions and Interpretations:

(A) The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this lease, shall mean, where the context requires or admits, the persons named herein as Landlord and as Tenant, respectively, and their respective heirs, legal representatives, successors and assigns, irrespective of whether singular or plural, masculine, feminine or neuter. Except as hereinafter provided otherwise, the agreements and conditions in this lease contained on the part of Landlord to be performed and observed shall be binding upon the Landlord and its heirs, legal representatives, successors and assigns and shall enure to the benefit of Tenant and its heirs, legal representatives, successors and assigns; and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon Tenant and its heirs, legal representatives, successors and assigns and shall enure to the benefit of Landlord and its heirs, legal representatives, successors and assigns. The word "Landlord", as used herein, means only the owner for the time being of Landlord's interest in this lease, that is, in the event of any transfer of Landlord's interest in this lease the transferor shall cease to be liable, and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer the transferee shall be liable for the performance and observance of said agreements and conditions.

(B) If Tenant shall consist of more than one person or if there shall be a guarantor of Tenant's obligations, then the liability of all such persons, including the guarantor, if any, shall be joint and several and the word "Tenant", as used in clauses (4), (5), (6) and (7) of Section (A) of Article 15 of this lease, shall be deemed to mean any one of such persons.

(C) For the purposes of this lease, a business organization shall be deemed to be affiliated with Tenant (i) if such business organization controls Tenant either directly by ownership of a majority of its voting stock or of such minority thereof as to give it substantial control of Tenant, or indirectly by ownership of such a majority or minority of the voting stock of another business organization so controlling Tenant, (ii) if said business organization is so controlled by another business organization so controlling Tenant, (iii) if said business organization stands in such a relationship to Tenant that there is an absence of equal bargaining power between such business organization and Tenant with respect to their dealings and transactions, (iv) if said business organization is Tenant's franchisor, or franchisee, or (v) if the principal stockholders, or a principal stockholder, in said business organization shall be the same or similar to the principal stockholders, or a principal stockholder, of Tenant.

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

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

(F) The submission of this lease for examination does not constitute a reservation of, or option for, the demised premises, and this lease becomes effective as a lease only upon the execution and unconditional delivery thereof by both Landlord and Tenant.

(G) Landlord reserves the right at any time or times during the term of this lease to use the roof, foundation or exterior walls other than the store front for signs or in connection with additional construction, provided the same does not materially interfere with Tenant's operations.

(H) Wherever in this lease provision is made for the doing of any act by any person it is understood and agreed that said act shall be done by such person at its own cost and expense unless a contrary intent is expressed. For purposes of Article 10 hereof, the word "repairs" includes the making of replacements when necessary.

(I) If all or any part of Landlord's interest in this lease shall be held by a trust, no trustee, shareholder or beneficiary of said trust shall be personally liable for any of the

covenants, or agreements, express or implied, hereunder. Landlord's covenants and agreements shall be binding upon the trustees of said trust as trustees as aforesaid and not individually and upon the trust estate.

Without limiting the generality of the foregoing, and whether or not all or any part of Landlord's interest in this lease shall be held by a trust, Tenant specifically agrees to look solely to Landlord's interest in the Shopping Center for recovery of any judgment from Landlord; it being specifically agreed that Landlord shall never otherwise be personally liable for any such judgment.

(J) Wherever in this lease it is provided that the consent or approval of either party must be obtained in order to authorize any act or course of conduct by the other party, the party whose consent or approval is necessary may grant or withhold said consent or approval, except where expressly provided to the contrary in this lease, at its sole and absolute discretion and with or without explanation of the reason or reasons for granting or withholding the same.

(K) Each party agrees to pay the other party's expenses, including attorney's fees, incurred in successfully enforcing any obligation of the other party contained in this lease.

#### 26. Delays:

In any case where either party hereto is required to do any act (other than make a payment of money), delays caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond such party's reasonable control (other than such party's financial condition) shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time". In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in the collection of such proceeds and awards.

#### 27. Notices:

All notices directed to Landlord shall be sent to Landlord c/o CGI Management, Inc., 651 Washington Street, Suite 200, Brookline, Massachusetts 02446-4579, Attention: Mr. Richard B. Cohen, with a copy to Gary Buchman, Esquire, Sherin and Lodgen, LLP, 101 Federal Street, Boston, Massachusetts 02110. All notices directed to Tenant shall be sent to Tenant at Tenant's address set forth on said Lease Information Page. Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered and effective three business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered and effective one business day after deposit with such courier, (c) sent by fax, in which case notice shall be deemed delivered and effective upon transmission of such notice, or (d) sent by personal delivery, in which case notice shall be deemed delivered and effective upon delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such

notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

28. Captions:

The captions used as headings for the various articles of this lease are used only as a matter of convenience for reference, and are not to be considered a part of this lease or to be used in determining the intent of the parties to this lease. Whenever in this lease any portion, or part thereof, has been stricken out, whether or not any provision has been substituted therefor, this lease shall be read and construed as if the words so stricken out were never included herein and no implication shall be drawn from the words so stricken out.

29. Intentionally Omitted:

30. Recording:

Tenant shall not record this lease and any recording of this lease by Tenant shall constitute a material breach by Tenant and shall entitle Landlord, at its election, to immediately terminate this lease pursuant to the provisions of Article 15 hereof. Tenant may, at its own cost and expense, record the instrument prepared pursuant to the provisions of the last sentence of Section (B) of Article 2 hereof.

31. Waiver of Subrogation:

(A) Tenant hereby releases Landlord, to the extent of Tenant's insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of Landlord or its agents, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as Tenant's policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right of Tenant to recover thereunder. Tenant agrees that its fire and other casualty insurance policies will include such a clause so long as the same is includable without extra cost, or if extra cost is chargeable therefor, so long as Landlord pays such extra cost. If extra cost is chargeable therefor, Tenant will advise Landlord thereof and of the amount thereof. Landlord at its election, may pay the same, but shall not be obligated to do so. Tenant agrees that all fixtures and personal property contained within the demised premises shall be covered at all times by fire and so-called "all risk" insurance.

(B) Landlord hereby releases Tenant, to the extent of Landlord's insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of Tenant or its agents, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as Landlord's policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right of Landlord to recover thereunder. Landlord agrees that its fire and other casualty insurance policies will include such a clause so long as the

same is includable without extra cost, or if extra cost is chargeable therefor, so long as Tenant pays such extra cost. If extra cost is chargeable therefor, Landlord will advise Tenant thereof and of the amount thereof. Tenant at its election may pay the same, but shall not be obligated to do so.

32. Modification:

In the event that any holder or prospective holder of any mortgage, as hereinbefore defined, shall request any modification of any of the provisions of this lease, other than a provision directly related to the rents payable hereunder, the duration of the term hereof, or the size, use or location of the demised premises or other than a provision materially affecting Tenant's rights under this lease, then Tenant agrees that Tenant will enter into a written agreement in recordable form with such holder or prospective holder which shall effect such modification and provide that such modification shall become effective and binding upon Tenant and shall have the same force and effect as an amendment to this lease in the event of foreclosure or other similar action taken by such holder or prospective holder.

33. Brokers:

Tenant hereby represents and warrants to Landlord that except for the listed broker, if any (as set forth on said Lease Information Page), it has dealt with no broker in connection with this lease and there are no other brokerage commissions or other finders' fees in connection herewith. Tenant hereby agrees to hold Landlord harmless from and indemnified against, all loss or damage (including, without limitation, the cost of defending same) arising from any claim by any broker (other than said listed broker) claiming to have dealt with Tenant.

34. Notice to Mortgagees:

After receiving notice from Landlord or from any person, firm or other entity that such person, firm or other entity holds a mortgage, as hereinbefore defined, which includes the demised premises as part of the mortgaged premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given by certified or registered mail to such holder, and the curing of any of Landlord's defaults by such holder shall be treated as performance by Landlord, it being understood and agreed that such holder shall be afforded a reasonable period of time after the receipt of such notice in which to effect such cure.

35. Fire Preventive Devices:

Tenant agrees to supply and maintain in the demised premises any fire prevention equipment required pursuant to a request from Landlord's insurance carrier as well as any which may be required pursuant to any law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction.

36. Certain Transfers Deemed Assignments:

(A) (1) A transfer by operation of law or otherwise, of Tenant's interest in this lease; or (2) a transfer of more than a one-third (1/3) percentage interest in Tenant (whether stock, partnership interest, or otherwise) in a single transaction or a related series of transactions; or (3) any increase in the amount of issued and/or outstanding shares of capital stock of any corporate tenant and/or the creation of one or more additional classes of capital stock of any corporate tenant, in a single transaction or a related series of transactions, with the result that the beneficial and record ownership in and to such tenant shall dilute the original shareholder's percentage interest by more than one-third (1/3); shall be deemed an assignment of this lease within the meaning of Article 18, except for a transfer on or as a result of the death of a shareholder, and except that clauses (2) and (3) above shall not apply to any publicly held corporation.

(B) If the holder of Tenant's interest in this lease is a corporation which is not a publicly held corporation, upon the execution of this lease and upon each succeeding anniversary date, or at any sooner time requested by Landlord, Tenant shall deliver to Landlord a statement, certified as being true and correct and verified by the corporate secretary, showing the names of all existing shareholders of record and their respective ownership interests as of that date.

(C) Whenever reference is made in this Article to a corporate tenant, the same obligations and restrictions shall apply to any permitted corporate assignee entitled to occupy the demised premises.

37. Interruption of Services:

(A) With respect to any services furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees or any person claiming by, through or under Tenant, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

(B) Each and every covenant and condition contained in this lease shall be construed to be independent of every other covenant and condition and in no event shall Tenant be entitled to any deduction or set off against minimum rent, additional rent or any other sum due or owing to Landlord under this lease, and Tenant shall not be entitled to terminate this lease notwithstanding any actual or alleged breach or default by Landlord, or otherwise.

38. Patriot Language:

Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 10756, the "Patriot Act") prohibit certain property transfers. Tenant hereby represents and warrants to Landlord (which representations and warranties shall be deemed to be continuing and re-made at all times during the Lease Term) that neither Tenant nor any stockholder, manager, beneficiary, partner, or principal of Tenant is subject to the Executive Order, that none of them is listed on the United States Department of the Treasury Office of Foreign Assets Control list of "Specially Designated Nationals and Blocked Persons" as modified from time to time, and that none of them is otherwise subject to the provisions of the Executive Order or the Patriot Act. The most current list of "Specially Designated Nationals and Blocked Persons" can be found at <http://www.treas.gov/offices/eotffc/ofac/sdn/index.html>. Tenant shall from time to time, within ten days after request by Landlord, deliver to Landlord any certification or other evidence requested from time to time by Landlord in its reasonable discretion, confirming Tenant's compliance with these provisions. No Assignment or Subletting shall be effective unless and until the assignee or subtenant thereunder delivers to Landlord written confirmation of such person's compliance with the provisions of this subsection, in form and content satisfactory to Landlord. If for any reason the representations and warranties set forth in this subsection, or any certificate or other evidence of compliance delivered to Landlord hereunder, is untrue in any respect when made or delivered, or thereafter becomes untrue in any respect, then an Event of Default shall be deemed to occur immediately, and there shall be no opportunity to cure. Tenant shall indemnify, defend with counsel reasonably acceptable to Landlord, and hold Landlord harmless from and against, any and all liabilities, losses claims, damages, penalties, fines, and costs (including Legal Costs) arising from or related to the Breach of any of the foregoing representations, warranties, and duties of Tenant. The provisions of this subsection shall survive the expiration or earlier termination of this Lease for the longest period permitted by law.

39. Guaranty:

Tenant shall deliver a guaranty from each of Jean Nabil Sakhat and Elie Sakhat of full payment and performance of Tenant's obligations under this Lease in the form attached hereto as Exhibit C.

40. Competition:

Landlord agrees that so long as Tenant shall not be in default hereunder and Tenant is actively operating from the demised premises a sit-down Middle Eastern restaurant, Landlord shall not hereafter execute a lease for any store in the shopping center for the operation of a business the principal business of which shall be a sit-down restaurant serving Middle Eastern food during the term of this lease. It is expressly understood and agreed that the sale of Mediterranean or Middle Eastern food by the occupant of any store in the shopping center shall not be considered a violation of this paragraph unless the principal business of such entire store leased by Landlord shall be the sale thereof as part of a sit-down restaurant. In addition, the operation of restaurant concept which specializes in an ethnic cuisine from the Mediterranean



region such as, but not limited to, Italian or Greek or a single regional cuisine (with the exception of the Middle East specifically) shall not be considered a violation of this paragraph. It is also understood and agreed that any premises in the shopping center (as the same may hereafter be enlarged) which are now subject to a lease may be used for the purposes permitted by the terms of said lease, and after the termination of said lease, such premises (as enlarged) may continue to be occupied by the present tenant thereof or by any other tenant for the same purposes for which said premises may now be used pursuant to said lease.

[signatures appear on next page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be executed as a sealed instrument as of the day and year first above written.


LANDLORD:

SUDBURY CROSSING ASSOCIATES,  
LIMITED PARTNERSHIP


By: Sudbury Crossing, Inc.  
Its General Partner  
  
By: \_\_\_\_\_  
President

TENANT:

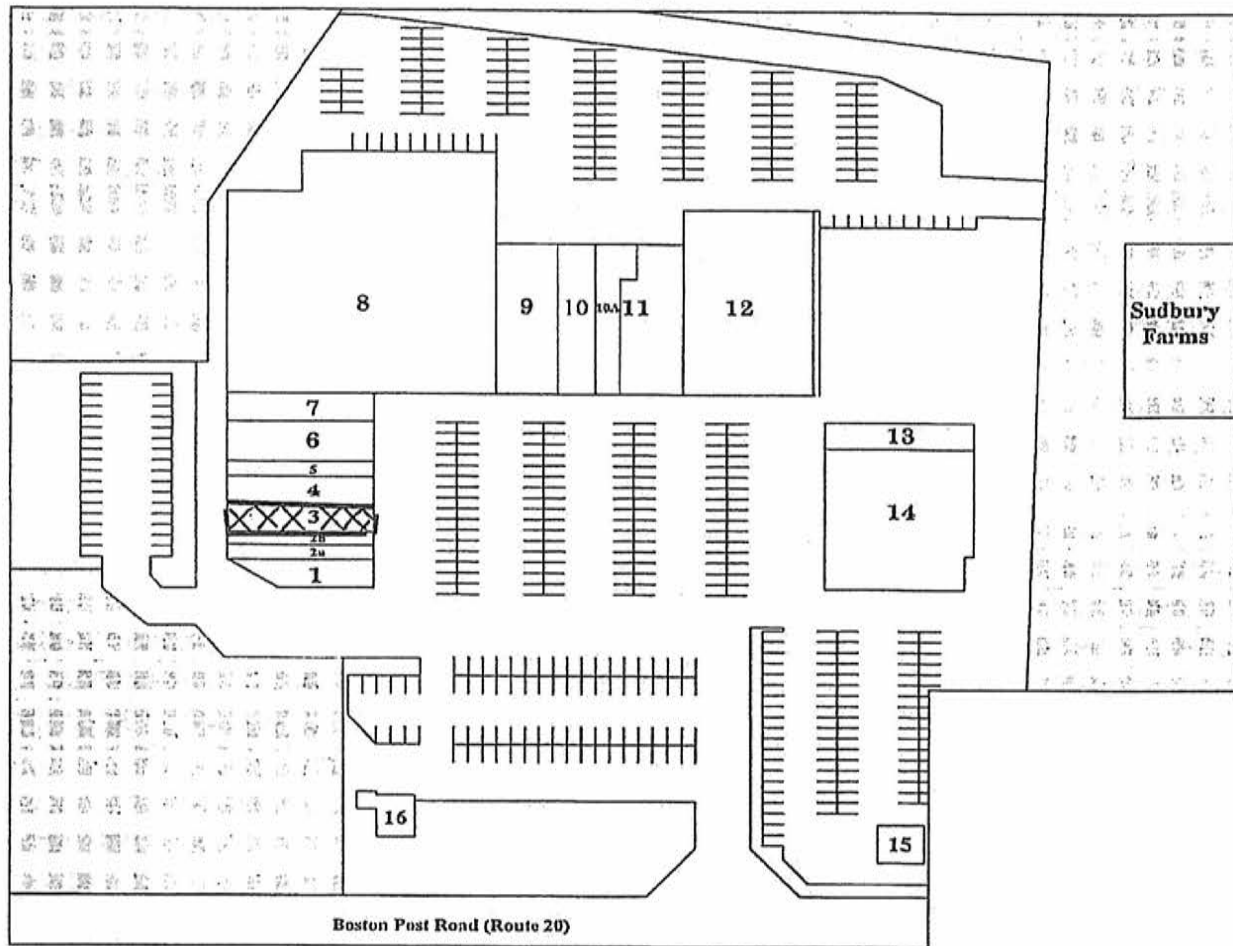
EL BASHA SUDBURY, INC.  
a Massachusetts corporation

By:   
Name: \_\_\_\_\_  
Title:

ATTEST:

By:   
Clerk  
[Corporate Seal]

## EXHIBIT A

Sudbury Crossing  
Sudbury, MATENANTS

1. Pearle Vision
- 2A. Pro Nails
- 2B. Domino's
3. El Basha
4. Fitness Together
5. Elizabeth Grady Salon
6. Sperry Fine Wine & Brew
7. Selections
8. TJ Maxx
9. Sleepy's
10. AVAILABLE
- 10A. Pure Barre
11. Olympia Sports
12. The Paper Store
13. Subway
14. Rite Aid Pharmacy
15. Debbie's Drive Thru
16. Big Picture Framing

**For Information Contact:****CGI COMPANIES**

651 Washington Street, Suite 200  
 Brookline, MA 02446-4579  
 Telephone: (617) 734-1900  
 facsimile: (617) 232-2729

**Location:** 421-437 Boston Post Road  
 (Route 20), Sudbury, MA

**Total Square Feet:** 89,975

**Trade Area Population:** 28,057 (3 mile)  
 85,719 (5 miles)

**Avg. Household Income:** \$161,032 (3 mile)  
 \$143,017 (5 miles)

*\*\*This plan is for schematic purposes only and is not drawn to scale.\*\**

EXHIBIT A-1

Lots 1A and 1B on a plan entitled "Plan of Land in Sudbury, Mass., Owned by Filomena Vana Trust, Frank M. Vana, Trustee" dated September 22, 1983, prepared by Schofield Brothers, Inc., Professional Engineers & Registered Land Surveyors, recorded (or to be recorded) in the Middlesex South District Registry of Deeds, together with the benefit of rights and easements appurtenant thereto.

EXHIBIT C  
FORM OF GUARANTY

GUARANTY

Reference is made to lease dated of even date herewith by and between Sudbury Crossing LP, as landlord (hereinafter referred to as "Landlord"), and El Basha, Inc., as tenant (hereinafter referred to as "Tenant"), with respect to certain ground floor premises in a shopping center situated at 421 Boston Post Road, Sudbury, Massachusetts

In consideration of Landlord having executed said lease at the request of Jean Nabil Sakhat, with a mailing address of \_\_\_\_\_, and Elie Sakhat, with a mailing address at \_\_\_\_\_ (hereinafter referred to collectively as "Guarantor"), and in further consideration of One Dollar (\$1.00) and other valuable considerations paid, the receipt whereof is hereby acknowledged, Guarantor does hereby unconditionally guarantee to Landlord the payment of the rents provided for in said lease and the performance and observance of all agreements and conditions contained in said lease on the part of Tenant to be performed and observed. Guarantor does hereby agree that she shall in no way be released from her obligations under this guarantee by any of the following actions: any amendment or modification of said lease, any assignment of said lease or any subletting of the therein demised premises, or any waiver of default or any extension of time or other favor or indulgence granted by Landlord or by failure to receive notice of any of said actions. Guarantor does hereby waive notice of nonpayment or any other default in the performance or observance of any agreement or condition contained in said lease on the part of Tenant to be performed or observed, and hereby waives all suretyship defenses. If this Guaranty is executed by more than one person, all singular nouns and verbs herein relating to the undersigned shall include the plural number and the obligation of the several guarantors shall be joint and several. The provisions of this guarantee shall be binding upon the undersigned and the heirs, legal representatives, successors and assigns of the undersigned and shall inure to the benefit of Landlord, its heirs, legal representatives, successors and assigns. Notwithstanding anything to the contrary, Guarantor's liability shall not exceed an amount equal to two (2) years minimum and additional rent or minimum and additional rent for the remaining term of the Lease, whichever is less; provided, however, that the foregoing limitation on liability shall not be applicable to any claims relating to any breach of Tenant's obligations under the lease relative to oil, hazardous or toxic materials or hazardous or toxic wastes.

IN WITNESS WHEREOF, the undersigned have executed this instrument as a sealed instrument as of the day and year first above written.

\_\_\_\_\_  
Jean Nabil Sakhat

SS# \_\_\_\_\_

\_\_\_\_\_  
Elie Sakhat

SS# \_\_\_\_\_

## El Basha Bar & Grill – All Alcohol Restaurant Department Feedback

### Fire Department Approval:

**From:** Whalen, John

**Sent:** Tuesday, January 12, 2016 12:56 PM

**Subject:** RE: El Basha: All Alcohol Restaurant License Application

Hello Leila,

The Fire Department has reviewed this application, this restaurant / bar will need to compile with all the fire prevention regulations in NFPA-1, 2012 Mass edition and MGL Ch. 148. The Fire Department has no issue with this application.

John M. Whalen  
Assistant Fire Chief

---

### Board of Health Feedback:

**From:** Murphy, Bill

**Sent:** Tuesday, January 12, 2016 3:09 PM

**Subject:** RE: Duck Soup: Alteration of Premises Application

I met with the engineer for El Basha. At issue is the proposed seating capacity. It appears the septic cannot support 48 seats but could support lesser combinations of restaurant seats and bar seats. Our meeting was yesterday and I have not heard back from them today.

**From:** Murphy, Bill

**Sent:** Wednesday, January 06, 2016 12:17 PM

**Subject:** RE: El Basha: All Alcohol Restaurant License Application

Selectman,

Last week I requested, from the applicant, a letter from a sanitary engineer certifying the septic system for Sudbury Crossing was sufficiently sized to accommodate another restaurant. A preliminary review of our files indicated the septic was designed for retail space. Sudbury Crossing already has two other food establishments (Subway and Domino's) that replaced retail space. I have concerns that the septic system is not adequately sized.

I have not received any information from an engineer to date.

---

**Building Department Feedback:**

**From:** Herweck, Mark  
**Sent:** Thursday, January 14, 2016 7:25 AM  
**Subject:** RE: El Basha Update

Hi Leila; Just an FYI. I doesn't work that way. He cannot just make up a number. Occupant loads are designed by the square foot area of each use and calculations are done by a professional (Architect or Engineer). I'm sure he can get the design to conform to code before we issue a building permit.

Thank you

**From:** Elie Sakhat  
**Sent:** Wednesday, January 13, 2016 4:46 PM  
**Subject:** Re: El Basha Sudbury

Hi

The floor plan will be 45 seats plus 5 employees to meet the code for building dept.

-Elie Sakhat

**Conversation with Building Inspector Mark Herweck 1/12/16**

According to building code, there must be 2 modes of egress for a room with a 50 person occupancy. An egress must not pass through a kitchen. El Basha's current plan does not meet this requirement, although they will have a 48 seat capacity, when staff is added, there could be over 50 people in the establishment. This is not a reason to deny the issuance of an alcohol license however as the issue is addressable and will be remedied prior to the issuance of a building permit.

---

**Police Department Approval:**

**From:** Nix, Scott  
**Sent:** Monday, January 11, 2016 2:52 PM  
**Subject:** RE: El Basha: All Alcohol Restaurant License Application

Leila,

The police department does not have any issues given they abide by all established rules/regulation. Thank you.



# Sudbury Alcohol License Quota & Availability

## ABCC QUOTA of Licenses: 32 Total

Section 12: Restaurant All Alcohol: 18      Restaurant Wine & Malt: 5  
 Section 15: Package Store All Alcohol: 4      Package Store Wine & Malt: 5



### Licenses ISSUED:

Restaurant All Alcohol: 13      Restaurant Wine & Malt: 5  
 Package Store All Alcohol: 4      Package Store Wine & Malt: 3

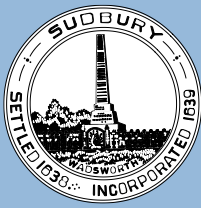
### Licenses AVAILABLE:

Restaurant All Alcohol: 5	Restaurant Wine & Malt: 0
Package Store All Alcohol: 0	Package Store Wine & Malt: 2

## ALCOHOL LICENSEES

RESTAURANT/CLUB (Section 12)		PACKAGE STORE (Section 15)	
			
<b>All Alcohol</b>	<b>Wine &amp; Malt</b>	<b>All Alcohol</b>	<b>Wine &amp; Malt</b>
Acapulcos	Chili Basil <b>PENDING</b>	Duck Soup	Craft Beer Cellar <b>PENDING</b>
American Legion Post #191	Franco's Trattoria	Kappy's	Sperry's Wine <b>PENDING</b>
Bosse Sports & Health Club	Oishii Too Sushi Bar	Stony Brook	Sudbury Farms
Bullfinch's	Paani-Pure Indian Cuisine	Sudbury Wines, Spirits	<b>1- Available</b>
Conrad's	Rossini's	<b>None Available</b>	<b>2- Available</b>
El Basha <b>PENDING</b>	<b>None Available</b>		
Fugakyu Café			
Lavender Asian Cuisine			
Longfellow's Wayside Inn			
Lotus Blossom			
No. 29 Sudbury			
Soul of India			
Victory Cigar Bar			
<b>1- Available</b>			
<b>2- Available</b>			
<b>3- Available</b>			
<b>4- Available</b>			
<b>5- Available</b>			
<b>Quota:</b>	18      5	4	5
<b>Total Issued:</b>	13      5	4	3
<b>Available:</b>	5      0	0	2

Attachment 3.c: Alcohol License Quotas (1655 : El Basha All Alcohol Restaurant License)



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**MISCELLANEOUS (UNTIMED)**

**4: Fairbank Community Center Task Force Update**

REQUESTOR SECTION

Date of request:

Requestor: Bob Haarde, Len Simon

Formal Title: Hear recommendations/report from Fairbank Community Center Task Force. Selectmen Haarde and Simon to present.

Recommendations/Suggested Motion/Vote: Hear recommendations/report from Fairbank Community Center Task Force. Selectmen Haarde and Simon to present.

Background Information:

See attached mission statement. Fairbank Community Center Task Force members Bob Haarde and Len Simon will provide an update on the work of the Task Force including the status of any current proposals.

Financial impact expected:n/a

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

01/19/2016 7:30 PM

## Fairbank Community Center Study Task Force

### Town of Sudbury

**Voted to establish November 7, 2012 by the Sudbury Board of Selectmen**

**Amended March 12, 2013**

**Amended July 9, 2013**

**Amended May 20, 2014**

**Amended July 14, 2015**

**Amended July 28, 2015**

#### **Mission:**

The Study Task Force is an *ad hoc* entity established by and reporting to the Board of Selectmen in order to provide an assessment of the capacity of the existing building to meet the current and future program and office needs and goals of the Park and Recreation Department, including the Teen Center and the Atkinson Pool, and the Council on Aging, but should also address meeting the current needs of the Sudbury Public Schools Administration as they are current tenants in the building and require office space until another location is available to them. The Task Force shall advise the Board of Selectmen as to the best options for dealing with the failing roof on the non-Pool section of the Fairbank Community Center in conjunction with a facilities master plan. All suggestions and recommendations for space needs and potential financing plans shall be considered for planning purposes only and will need more detailed study and discussion in the future.

#### **Board of Selectmen Amendments:**

Board of Selectmen amended and extended the mission of the Task Force to include bringing forth the proposal for a Master Plan at Town Meeting in May 2013, and extends the term of the committee to May 31, 2016. The Mission of the Task Force will continue as research committee for programs and use groups and dissemination of information on behalf of user groups. The task force will also be charged with the task of private fund raising to support the funding for a master plan and a portion of the construction costs. The Task Force will continue working with the Permanent Building Committee with respect to designer selection and development of the Master Plan and Feasibility Study.

#### **Membership:**

The Task Force shall be appointed by the Board of Selectmen and shall be comprised of:

1. Two members of the Board of Selectmen
2. One member of the Park and Recreation Commission
3. One member of the Council on Aging
4. One member of the Sudbury Public School Committee
5. Two members of the Permanent Building Committee
6. The Combined Facilities Director
7. One member of the Finance Committee
8. Three non-committee citizen members

The Task Force will provide a mechanism for thoughtful and public review of the best alternatives for dealing with the current and future use and space needs at the Fairbank Community Center and will bring forth the proposal for a master plan at Town Meeting and continue development of master plan for Community Center.

**Responsibilities:**

In an attempt to develop a recommendation to the Board of Selectmen on roof replacement and future master plan for a Community Center, the Task Force will concentrate on the following issues:

1. What future space needs might the Recreation and Council on Aging programs and offices need in the future, and how could those needs be accommodated vis-à-vis the current building footprint? What additions to the building might be required and if so, what are options for those additions? What major sections might need to be changed or redeveloped? How would all these potential building changes be related to the proposed roof replacement? Can a reasonable total square footage number be preliminarily generated for cost estimation purposes?
2. What kind of community center facility have other towns constructed? What is the square footage? Do they include an indoor pool (natatorium)? How much did those facilities cost? How were they financed? How long did the project take from initial design to opening?

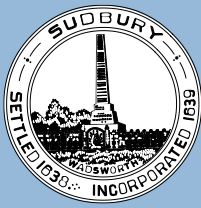
These questions are starting points in the overall goal of developing a report for the Board of Selectmen and the community on the future plans and needs desired at the Community Center. The committee will be act in an advisory role to the Permanent Building Committee during the procurement process for designer selection, if approved.

**Staffing:** The Town's Facilities Director will provide some staffing assistance, but Task Force members are expected to conduct the research and gather data as part of their committee service.

**Compliance with State and Local Laws:**

The Task Force is responsible for conducting its activities in a manner which is in compliance with all relevant State and local laws and regulations including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law. Task Force members must limit their activities and scope to that described in this Mission Statement.

All meetings of the Task Force will be held in public sessions. One member of the Task Force should be designated as Clerk, and shall keep minutes of all meetings.



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**MISCELLANEOUS (UNTIMED)**

**5: ATM articles**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Consider 2016 Annual Town Meeting Articles to be submitted by the Board of Selectmen, and authorize Town Manager to submit articles on behalf of the Board of Selectmen.

Recommendations/Suggested Motion/Vote: Consider 2016 Annual Town Meeting Articles to be submitted by the Board of Selectmen, and also authorize the Town Manager to submit articles on behalf of the Board of Selectmen.

Background Information:  
Attached list of potential articles

Financial impact expected:n/a

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

01/19/2016 7:30 PM

Proposed article for 1.19.16 BOS meeting

**ARTICLE XX. TOWN OF SUDBURY BYLAWS – ART. III.11 TOWN FORUM**

To see if the Town will vote to amend Article III, Section 11 of the Town of Sudbury Bylaws, Town Forum, as follows (new wording is shown underlined, and wording to be deleted is stricken through):

SECTION 11. The Town will conduct a Town Forum on an annual (minimum requirement) basis. The Forum will be an open, public meeting for Town residents. The Town Forum will provide a planned, scheduled opportunity for constructive engagement between the Town and residents. The Town participants/panel ~~will~~ may include, ~~but not be limited to~~ all department heads, committee chairpersons and Trust chairpersons. The Board of Selectmen will encourage broad participation of Town officials in the Town Forum. One member of the Town panel will act as moderator. The moderator will facilitate and manage questions from Town residents to the appropriate panel member for response. ~~2 ½ hours will be scheduled for each Forum. Forums may be adjourned earlier by majority vote of the participating residents.~~

TOWN OF SUDBURY      WARRANT ARTICLE FORM      ARTICLE \_\_\_\_

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) All monied articles must specify dollar amounts requested.
- 5) Article wording must be approved and article signed by Town Counsel before submission.

**ARTICLE 1. HEAR REPORTS**

To see if the Town will vote to hear, consider and accept the reports of the Town Boards, Commissions, Officers and Committees as printed in the 2015 Town Report or as otherwise presented; or act on anything relative thereto.

Submitted by the Board of Selectmen. (Majority vote required)

BOARD OF SELECTMEN POSITION: The Board of Selectmen unanimously supports this article.

BY: \_\_\_\_\_ Vote of Board of Selectmen \_\_\_\_\_  
Melissa Murphy Rodrigues, Town Manager

Approved by: \_\_\_\_\_  
Town Counsel

Attachment5.b: Binder1 (1657 : ATM articles)

TOWN OF SUDBURY      WARRANT ARTICLE FORM      ARTICLE \_\_

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen's Office in final form.
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- 5) Article wording must be approved and article signed by Town Counsel before submission.

**ARTICLE                      RESCIND CIVIL SERVICE LAWS AND REGULATIONS**  
**ACCEPTANCE – SUDBURY POLICE DEPARTMENT**

To see whether or not the Town will vote to rescind its acceptance of all Civil Service laws and regulations, as codified in Chapter 31 of the Massachusetts General Laws, for the Sudbury Police Department and all Sudbury Police Department positions; or act on anything relative thereto.

Submitted by the Board of Selectmen.

BY: \_\_\_\_\_ Vote of Board of Selectmen \_\_\_\_\_  
                 Melissa Murphy Rodrigues, Town Manager

Approved by: \_\_\_\_\_  
                                 Town Counsel



**TOWN OF SUDBURY      WARRANT ARTICLE FORM      ARTICLE \_\_**

## Instructions:

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- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) All monied articles must specify dollar amounts requested.
- 5) Article wording must be approved and article signed by Town Counsel before submission.

**ARTICLE .                      DISPOSITION OF EXISTING POLICE STATION**  
**415 BOSTON POST ROAD**

To see if the Town will vote to transfer to the Board of Selectmen for the purpose of conveying, and authorize the Board of Selectmen to convey the parcel of Town land and building thereon at 415 Boston Post Road, formerly used as a police station, on the terms and conditions established by the Board of Selectmen, said real estate disposition to be made in compliance with General Laws Chapter 30B to the extent applicable, and further to authorize the Board of Selectmen and other Town officials to take all actions to carry out this Article, and to take any action relative thereto.

Submitted by the Board of Selectmen

(Two-thirds vote required)

FACILITIES DIRECTOR REPORT: This article requests that residents vote to sell the building and or land known as the Sudbury Police Station located at 415 Boston Post Road. The Police Department took occupancy of the new police station at 75 Hudson Road on December 8<sup>th</sup> and the old station is now vacant. This article will allow the town to capture the value of the land by the sale of the property, as well as the property taxes. Massachusetts General Law requires all disposition of property to go through a public solicitation of proposals. This disposition process is time consuming but it is necessary to ensure that the Town's interests are protected. This Article will provide the authority to the selectmen to dispose of this property, and will limit unnecessary expenses to maintain the vacant building.

BY: \_\_\_\_\_ Vote of Board of Selectmen \_\_\_\_\_  
                Melissa Murphy Rodrigues, Town Manager

Approved by: \_\_\_\_\_  
                          Town Counsel

Attachment 5.b: Binder1 (1657 : ATM articles)

**TOWN OF SUDBURY      WARRANT ARTICLE FORM      ARTICLE \_\_\_**

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
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- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) All monied articles must specify dollar amounts requested.
- 5) Article wording must be approved and article signed by Town Counsel before submission.

**ARTICLE                      FY16 BUDGET ADJUSTMENTS**

To see if the Town will vote to amend the votes taken under Article 4, FY16 Budget, of the 2015 Annual Town Meeting, by adding to or deleting from line items thereunder, by transfer between or among accounts or by transfer from available funds; or act on anything relative thereto.

Submitted by the Board of Selectmen. (Majority vote required)

BOARD OF SELECTMEN REPORT: This article will allow flexibility to review all accounts within the FY16 operating budget to make adjustments at the ATM, if necessary. The Board will report at Town Meeting.

BY: \_\_\_\_\_ Vote of Board of Selectmen \_\_\_\_\_  
Melissa Murphy Rodrigues, Town Manager

Approved by: \_\_\_\_\_  
Town Counsel

Attachment5.b: Binder1 (1657 : ATM articles)

TOWN OF SUDBURY      WARRANT ARTICLE FORM      ARTICLE \_\_

Instructions:

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- 5) Article wording must be approved and article signed by Town Counsel before submission.

**ARTICLE                      PURCHASE DEVELOPMENT RIGHTS/GRANT CONSERVATION RESTRICTION – WAYSIDE INN LAND**

To see if the Town will vote to raise and appropriate, or transfer from available funds an amount of money to be expended for the purpose of purchasing development rights by the grant of a Conservation Restriction pursuant to M.G.L. c.184, s. 31-32, of the land known as the Wayside Inn located on Wayside Inn Road, and identified on the Town of Sudbury Assessor Map L02, parcels 0002, 0009 and 0010 and Map L03, parcels 0001 and 0002, containing 110 +/- acres for conservation purposes, and all expenses in connection therewith, inclusive of bond and note issuance expense; and to determine whether said sum shall be raised by a combination of an appropriation from Community Preservation Act funds, and/or by borrowing, or otherwise; and further to authorize the Board of Selectmen to grant a Conservation Restriction pursuant to M.G.L. c.184, s. 31-32 on said property, and whether such borrowing shall be contingent upon the approval of a Proposition 2 ½ debt exclusion in accordance with G.L. c.59 s.21C., or act on anything relative thereto. All appropriations from the Community Preservation Fund will be allocated equally to the Open Space and Historic categories and funded from unrestricted reserves.

BY: \_\_\_\_\_ Vote of Board of Selectmen \_\_\_\_\_  
                    Melissa Murphy Rodrigues, Town Manager

Approved by: \_\_\_\_\_  
                    Town Counsel

Attachment 5.b: Binder 1 (1657 : ATM articles)

TOWN OF SUDBURY      WARRANT ARTICLE FORM      ARTICLE \_\_\_\_

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- 4) All monied articles must specify dollar amounts requested.
- 5) Article wording must be approved and article signed by Town Counsel before submission.

**ARTICLE                      ROLLING STOCK STABILIZATION FUND - REPURPOSING**

To see if the Town will vote to amend the purpose of the special stabilization account established by the vote of the Town under Article 24 of the May 6, 2014 Annual Town Meeting to read as follows:” for the purpose of replacing or adding to town or school rolling stock equipment; including towards the purchase, lease or debt service payments for items classified as such”; and further to raise and appropriate or transfer from available funds a sum of money to be placed in said special stabilization account; or act on anything relative thereto.

Submitted by the Board of Selectmen.

BY: \_\_\_\_\_ Vote of Board of Selectmen \_\_\_\_\_  
Melissa Murphy Rodrigues, Town Manager

Approved by: \_\_\_\_\_  
Town Counsel

Attachment5.b: Binder1 (1657 : ATM articles)

TOWN OF SUDBURY      WARRANT ARTICLE FORM      ARTICLE \_\_

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) All monied articles must specify dollar amounts requested.
- 5) Article wording must be approved and article signed by Town Counsel before submission.

**ARTICLE . STREET ACCEPTANCES**

To see if the Town will vote to accept the layout, relocation, or alteration of any one or more of the following ways:

Trevor Way	from Horse Pond Road to a dead end, a distance of 415 ft.+/-
Arboretum Way	from Maynard Road to a dead end, a distance of 1,025 ft, +/-
Tall Pine Drive	from Horse Pond Road to a dead end, a distance of 1,093 ft. +/-

as laid out by the Board of Selectmen in accordance with the descriptions and plans on file in the Town Clerk’s Office; to authorize the acquisition by purchase, by gift or by eminent domain, an easement or fee simple, over the ways shown on said plans and any associated drainage, utility or other easements; and to raise and appropriate from available funds \$\_\_\_\_\_, or any other sum therefor and all expenses in connection therewith; or act on anything relative thereto.

Submitted by the Board of Selectmen. (Two-thirds vote required)

BOARD OF SELECTMENREPORT: This article is the result of the recommendations of the Department of Public Works as to roads which meet legal requirements for acceptance. The Selectmen have voted their intention to approve the layout of these roads and will hold a public hearing for this purpose prior to Town Meeting. If the above streets are voted and accepted by the Town Meeting as public ways, all future maintenance and repair will be done by the Town. The Board will report further at Town Meeting.

SUBMITTED FOR SUBMISSION BY THE BOARD OF SELECTMEN

By vote of \_\_\_\_\_, 2016

\_\_\_\_\_  
Melissa Murphy Rodrigues, Town Manager

Approved by: \_\_\_\_\_  
Town Counsel

Attachment5.b: Binder1 (1657 : ATM articles)

TOWN OF SUDBURY      WARRANT ARTICLE FORM      ARTICLE \_\_

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) All monied articles must specify dollar amounts requested.
- 5) Article wording must be approved and article signed by Town Counsel before submission.

**ARTICLE 3.      STABILIZATION FUND**

To see what sum the Town will vote to raise and appropriate, or transfer from available funds, to be added to the Stabilization Fund established under Article 12 of the October 7, 1982 Special Town Meeting, pursuant to M.G.L. Chapter 40, Section 5B; or act on anything relative thereto.

Submitted by the Board of Selectmen.

(Two-thirds vote required)

BY: \_\_\_\_\_ Vote of Board of Selectmen \_\_\_\_\_  
Melissa Murphy Rodrigues, Town Manager

Approved by: \_\_\_\_\_  
Town Counsel

Attachment5.b: Binder1 (1657 : ATM articles)

TOWN OF SUDBURY      WARRANT ARTICLE FORM      ARTICLE \_\_

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE 14. ROLLING STOCK STABILIZATION FUND

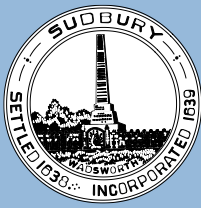
To see if the Town will vote to raise and appropriate the sum of \$113,000 to be added to the Rolling Stock Stabilization Fund, established under Article XX of the 2016 Annual Town Meeting, said sum to be raised by taxation; or act on anything relative thereto.

Submitted by the Board of Selectmen.

SUBMITTED BY: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Town Counsel

Attachment5.c: Rolling Stock Stabilization fund (1657 : ATM articles)



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**MISCELLANEOUS (UNTIMED)**

**6: Submission to 2015 Annual Town Report**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote whether to approve Board of Selectmen's submission to 2015 Annual Town Report

Recommendations/Suggested Motion/Vote: Discussion and vote whether to approve Board of Selectmen's submission to 2015 Annual Town Report

Background Information:  
Attached draft report

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

01/19/2016 7:30 PM



## Board of Selectmen and Town Manager

The Board of Selectmen, in conjunction with the Town Manager, hereby submits the reports of the elected and appointed Town officials, boards, and committees for the year 2015, giving a summary of their activities and financial transactions in accordance with Article III, Section 2 of the Town Bylaws. Our report follows.

2015 will be long be remembered as a time of continuing change in the Town's leadership. In January, Town Counsel changed when Paul Kenny retired after serving the Town for 38 years. Petrini & Associates, P.C. of Framingham was chosen as the firm to represent Sudbury, with Barbara Saint Andre taking the role as our Town Counsel. In late December, the Board of Selectmen voted to follow Barbara Saint Andre to the firm of Kopelman and Paige, P.C.

In February, long time Town Manager Maureen Valente left Sudbury to take on the exciting new role of Deputy Treasurer for the Commonwealth. Maureen, who was the second Town Manager since the charter change in 1994, served as Sudbury's Town Manager for 15 years and Finance Director for 3 years. Under her leadership, Sudbury earned a AAA credit rating, the highest possible rating.

Assistant Town Manager Maryanne Bilodeau was appointed to serve as Interim Town Manager in February and served in this role for eight months through October.

In March, Michael Fee was elected as Sudbury's Moderator, after Myron Fox chose not to run for re-election. Shortly after this, the Town's long time Finance Director Andrea Terkelsen announced her departure to work for a larger community.

In May, Susan Iuliano replaced long time Selectman Larry O'Brien after he chose not to seek re-election in March. Selectman O'Brien served 15 years as a member of the Board. Larry contributed significantly to Sudbury's financial stability during his time on the Board, particularly in areas including labor negotiations and employee health care, working to shape changes that ultimately saved the Town millions of dollars. In addition, Larry played a significant role in expanding both affordable and senior housing opportunities throughout Sudbury during his 20 years of elected service in Sudbury, which began with his election to the Planning Board.

Sudbury will miss the institutional knowledge provided by these individuals, and extends its deepest gratitude for their dedication to the Town.

The Board reorganized following the 2015 Annual Town Meeting. Pat Brown was elected to serve as Chairman and Susan Iuliano to serve as Vice- Chairman.

With a new team in place, the spring was quite busy. The group successfully worked to collaboratively finalize the budget and move through the town meeting process, which also included a Special Town Meeting.

Seanan Fong and Jiayun Ho, two students of the Harvard Negotiation and Mediation Clinical Program at Harvard Law School, conducted a "Listening Project" in Sudbury from February through April. The aim of the project was to "explore and understand the state of public discourse on town matters in Sudbury," and the students shared their findings on May 3<sup>rd</sup>, with a public presentation that was well received. In response to the report, which can be viewed at <http://blogs.harvard.edu/hnmcp/files/2015/04/Sudbury-Final-Report.pdf>, the Board engaged Jon Wortmann of Novel Communications to conduct teambuilding sessions. A Facebook page was also established for the Town, and the Board continues to discuss implementation of other recommendations.

As we progressed into summer, the transformation continued. In June, the Board of Selectmen created the Budget Strategies Task Force to enhance the Town's budgeting process by means of collaboration and communication among the three major cost centers – Sudbury Public Schools, Lincoln Sudbury Regional High School and the Town of Sudbury. The task force has resulted in increased sharing of information about budget pressures and anticipated unusual expenses or cost savings, and has allowed the Town to explore the possibilities for cost sharing among the cost centers, and to improve the budget hearing and pre-budget hearing process. The committee started their work in June and continued throughout the summer/fall

In mid-July the Town welcomed Andrew Vanni as the new Finance Director. Vanni joined Sudbury after serving in both Haverhill and Middleton.

The Town Center Project continued through the fall. E.T. & L., the construction contractor on the project, installed drainage where there was none, sloped granite curbing, and added new traffic control signals and signage, resulting in a much safer intersection for pedestrians and motorists.

The new Police Station opened on December 8th, 2015. The Board of Selectmen continues to discuss what to do with the old Police Station on Route 20, particularly to see if the land could have a municipal use in the future or if the Town should sell this piece of property. The Planning and Community Development Department conducted a survey on the Town's website in April to get residents' input on the best options to proceed with the reuse of the property. The majority of the respondents suggested that the Town sell the property to a private buyer for commercial use. In September, the Town received a property appraisal that valued the building and land at \$750,000. Both the survey and the appraisal are available for public review on the Sudbury Town website.

Work to further plan for Rail Trail development also continued. The MassDOT 25% Design for the Bruce Freeman Rail Trail commenced, with the Town hiring the firm VHB as its engineering consultant. This project stalled in early 2015 due to an appeal of a Conservation Commission permit by an abutter, but by the end of the year the appeal was dismissed and design of the right of way continued. The Town Manager also continued discussions with the Town of Framingham and the Trust for Public Land regarding purchase of the CSX corridor, which will enable the Bruce Freeman Rail Trail to continue south into Framingham. The Mass Central Rail Trail project stalled in 2015 as the Town waits to see if Eversource will advance a transmission line project along the right of way which could facilitate construction of a rail trail.

The Fairbank Community Center Study Task Force (FCCTF) and the Town Hall Blue Ribbon Committees (THBRC) continue their work on two major building projects. The THBRC met with the Selectmen and has recommended that the Town preserve the existing Town Hall building, keeping its appearance and community meeting use as it was originally intended. The committee evaluated several options for new uses and configurations of the Town Hall, and found the historical value and preservation of Sudbury's past to be of primary importance to its future. The committee also recognized the fact that the Fairbank Community Center is in need of improvements, and should take precedent over the rehabilitation of the Town Hall building. The FCCTF continues to deal with a failing roof and other systems at the community center, and is preparing an article for May Town Meeting for design funds of a new building.

The Board continued to discuss what direction Sudbury should go to continue providing excellence in vocational educational opportunities for Sudbury students. In December, a Special Town Meeting was called for February 9th, 2016 to decide whether the Town should withdraw from the Minuteman School District.

On November 1st, Ms. Bilodeau was happy to pass the torch off to Melissa Murphy-Rodrigues, Esquire who came on as Sudbury's new Town Manager and hit the ground running. Ms. Rodrigues came from the City of Everett after serving for eight years as Chief of Staff and Counsel to the Mayor.

We close by thanking all Town employees for their work providing services to Town residents, and all residents who have offered to serve on the Town's many boards and committees. It is a pleasure and an honor to be the Board of Selectmen/Town Manager of such an engaged and energetic community.

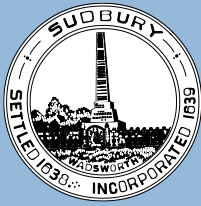
Respectfully submitted,

BOARD OF SELECTMEN

*Patricia A. Brown, Chair; Susan N. Iuliano, Vice Chair; Robert C. Haarde; Leonard A. Simon; Charles C. Woodard*

TOWN MANAGER

*Melissa Murphy-Rodrigues, Esquire*



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**MISCELLANEOUS (UNTIMED)**  
**7: Capital funding committee reports**

REQUESTOR SECTION

Date of request:

Requestor: Chuck Woodard

Formal Title: Hear recommendations/reports from Capital Funding committee. Selectman Woodard to present.

Recommendations/Suggested Motion/Vote: Hear recommendations/reports from Capital Funding committee. Selectman Woodard to present.

Background Information:  
Attached documents

Financial impact expected:

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting: Chuck Woodard

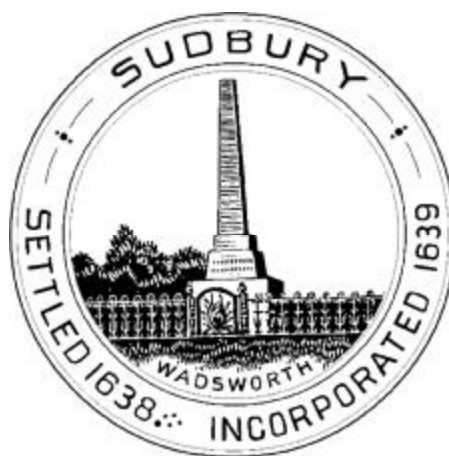
Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

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# TOWN OF SUDBURY

## Final Report of the Strategic Financial Planning Committee for Capital Funding



January 6, 2016

Attachment 7.a: final report Capital Funding January 2016 (1649 : Capital funding committee reports)

## I. Introduction

The Board of Selectmen created the Strategic Financial Planning Committee for Capital Funding (hereafter the Capital Funding Committee) to develop a disciplined framework for funding the Town's capital needs for the future. The mission of the Capital Funding Committee was amended by the Board of Selectmen on May 20, 2014 to annually generate, evaluate and recommend financing strategies both short and long term, in connection with the Town's Capital Improvement Plan ("CIP") for the capital needs of the Town, the Sudbury Public Schools and Lincoln-Sudbury Regional High School so as to protect the Town's investment in its capital assets. This year the Capital Funding Committee has developed specific recommendations for FY17, and has general thoughts on the 5 year Capital Improvement Plan.

When we build/buy a capital asset we have ongoing obligations for:

- Debt service to pay for it, where applicable;
- Replenishment capital to replace aging components to preserve it; and,
- Maintenance.

Maintenance is in the operating budget. Debt service to pay for the assets and the replenishment to preserve them are in the Town's "capital budget". Replenishment capital is hereinafter referred to as "Small Projects", "Rolling Stock", and "Public Safety vehicles".

This report addresses recommended funding for the obligations to preserve our existing infrastructure. It does not address the funding of potential large new projects such as Town Hall, the Community Center, or a sewer system on Route 20.

The recommendations were developed after lengthy consideration of the approximately \$26.9 million in projects on the 5 year CIP to maintain the quality and integrity of our infrastructure. This includes \$22.9 million of small projects (defined as project expenditures of \$1 million or less), \$2.1 million to purchase replacement rolling stock, and \$1.9 million to purchase replacement public safety vehicles (fire trucks and ambulances). The detail includes a long list of projects to repair Town, SPS and L-S facilities and infrastructure, enhance and replace Fire/EMS equipment, purchase DPW rolling stock and equipment, provide design services on rail trail projects, provide improvements to recreational assets, enhance and upgrade Town and School technology, and improve intersections and bridges in Sudbury.

Attachment A is a summary of the five year CIP shown two ways. Page 1 of the attachment is Total Capital Spend, which shows the proposed spending for the five year plan from FY17 through FY21, as well as the prior ten years of capital spending by the Town and Schools. The Table shows the total estimated cost of projects by the year of purchase. Larger projects, generally exceeding \$1,000,000 and good candidates for bonding, are categorized as "Large Projects" and shown separately.

Page 2 of Attachment A is Capital Component of Taxes, showing the same five year CIP, plus ten years of history, by the projected annualized payments from the tax levy to pay for the CIP. Capital Component of Taxes represents that portion of the budget dedicated to the funding of our capital assets, including debt service to purchase them and the replenishment capital to maintain them. The amounts shown are net of any grants received from the State and other sources.

The last page of Attachment A shows the assumptions that were used to build the CIP financing model.

Attachments B (Small Projects) and C (Rolling Stock, including Public Safety vehicles) provide the asset by asset, year by year detail of the CIP.

### Recommendations

The primary task of the Capital Funding Committee is to create and submit to the Selectmen a report that the Board, Finance Committee, Capital Improvement Advisory Committee and staff can use for considering the financing of the projects that have been submitted. Our recommendations are as follows:

1. The five year CIP should be updated annually no later than September 30. Each updated CIP should start with the five year CIP from the prior year.
2. The annual appropriation for capital spending that is paid from the tax levy (Capital Component of Taxes) should be no more than \$5.7 million, excluding proposed major new projects. This is a ceiling, not a target.

The intent of the ceiling is to limit spending to support existing assets to a level roughly equal to that of FY14. We suggest adjusting that amount for inflation beginning this year, and increasing it by the amount of debt service on Large Projects funded since FY14 so that spending under the ceiling, and thus spending to support existing assets, is not impacted by the debt service of a large new asset. The ceiling approach means that as debt service on existing assets declines there is more room to fund the replenishment capital to preserve those assets. \$5.7 million is the recommended ceiling last year of \$4.85 million adjusted upward 2% to account for inflation, and then increased to reflect the addition of debt service on the new police station.

The amount and timing of major capital projects, including Town Hall, the Fairbank Community Center, and the Route 20 Sewer, are somewhat speculative at this point and as a result estimates are not included in projected capital spending. The Capital Funding Committee believes that if they are brought forward for consideration by voters they should not supplant the other projects on the CIP, but rather voters should be asked if they want to pay for these projects above and beyond the \$5.7 million ceiling.

3. Unlike the last two years there appears to be no Free Cash available to reduce the amount of capital exclusions. Free Cash is sufficient to meet the level of ½% of the operating budget recommended by the Finance Committee and to fund most but not all of the amount needed to bring the Stabilization Fund up to the recommended level of 5% of the operating budget.
4. For FY 17, Small Projects, Rolling Stock, and Public Safety vehicles (fire truck and ambulance) of up to \$2.2 million that are recommended by the CIAC should be funded with capital exclusions.
5. Because we are trying to “catch up” on past underspending on our capital assets it is not possible to fund all of our Small Project, Rolling Stock and Public Safety needs with capital exclusions without substantially raising taxes. We therefore recommend that, at least for the near term, the Town consider bonding some of these needs in order to smooth out the tax impact. The recommended \$5.7 million ceiling limits the amount of such additional borrowing by limiting the annual debt service associated with it.
6. For FY17, and as discussed in recommendation #5, the proposed new roof for the Fairbank Center (\$1 million) should be bonded over 10 years. The proposed new ladder truck for the Fire Department (\$875K) should be bonded over 5 years. In the event that capital exclusions required to fund capital items recommended by the CIAC (see #4 above) amount to \$1.3 million or less we recommend bonding only the roof and paying for the ladder truck with a capital exclusion.
7. For the long term the Capital Funding Committee reaffirms its prior recommendation that the Town try to reserve debt usage for Large Projects in order to preserve the Town’s AAA credit rating and our financial flexibility.
8. The newly established DPW Rolling Stock Stabilization Fund should have some funding appropriated into it at the 2016 Annual Town Meeting (see recommendation #9). To truly activate this Fund, further work must be done to determine the best way to ensure funding is available for the regular and ongoing replacement of heavy vehicles and trucks. The Committee suggests that the Town consider in the future allocating a percentage of excess Free Cash each year to the DPW Rolling Stock Stabilization Fund and potentially the OPEB Trust Fund. The Committee also recommends renaming the Fund as the Rolling Stock Stabilization Fund and revising its charter to enable it to pay for the rolling stock needs of both the Town and the Schools.
9. The 2016 Annual Town Meeting should be asked to appropriate the money that the Town receives from the rental of land for a cell tower at the Transfer Station to the DPW Rolling Stock Stabilization Fund. The Town receives approximately \$113,000 annually and those rental payments currently go to the General Fund. The appropriation of cell tower rental funds will require annual votes at Town Meeting.

## Summary of FY17 Capital Funding Recommendations

Existing Debt Service		\$2,618,860
Capital Budget within operating budget		\$404,000
Operating Leases for Capital		\$177,040
Rolling Stock - Capital Exclusion		\$492,500
Small Project- Capital Exclusion		\$1,631,305
Small Project- Debt Exclusion (Fairbank roof)		\$120,000
Public Safety - Capital Exclusion		\$265,000
Public Safety - Debt Exclusion (ladder truck)		\$192,500
Total Capital Funding		\$5,901,205
Reduce Capital Exclusions		(\$201,205)
Free Cash		\$0
Total Funding Recommendation		\$5,700,000

Finally, the Capital Funding Committee wants to remind all readers of this report that this is a capital funding plan, not a capital spending plan. It is a recommendation on how to fund approved capital projects. It is the responsibility of the Capital Improvement Advisory Committee to review the list of proposed projects and make recommendations to taxpayers on which ones should be funded.



**Total Capital Spend\*\*\*\*\***

	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Capital Budget within operating budget	\$284,062	\$296,000	\$392,750	\$404,000	\$414,100	\$424,453	\$435,064	\$445,940
Operating Leases for Capital	\$270,723	\$271,040	\$224,040	\$177,040	\$130,040	\$83,040	\$0	\$0
Other New Capital Spending	\$710,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rolling Stock	\$0	\$558,300	\$311,300	\$492,500	\$817,576	\$176,212	\$413,476	\$222,000
Public Safety	\$0	\$685,000	\$0	\$1,140,000	\$0	\$765,000	\$0	\$0
Small Projects	\$0	\$1,060,000	\$829,043	\$2,631,305	\$5,762,088	\$4,493,550	\$5,565,260	\$4,938,758
<b>Total New Capital*****</b>	<b>\$1,264,785</b>	<b>\$2,870,340</b>	<b>\$1,757,133</b>	<b>\$4,844,845</b>	<b>\$7,123,804</b>	<b>\$5,942,255</b>	<b>\$6,413,800</b>	<b>\$5,606,698</b>

\*\*\*\*\*excluding Large Projects

	<u>FY07</u>	<u>FY08</u>	<u>FY09</u>	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>
Capital Budget within operating budget	\$285,095	\$384,148	\$362,500	\$276,622	\$273,271	\$222,003	\$255,584
Operating Leases for Capital	\$163,165	\$186,206	\$150,542	\$246,761	\$255,783	\$316,944	\$291,745
Other New Capital Spending	\$0	\$415,000	\$200,000	\$121,550	\$90,000	\$2,640,000	\$1,525,350
<b>Total New Capital Spend</b>	<b>\$448,260</b>	<b>\$985,354</b>	<b>\$713,042</b>	<b>\$644,933</b>	<b>\$619,054</b>	<b>\$3,178,947</b>	<b>\$2,072,679</b>

**Large Projects**

	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Town Hall Renovation Design/construction	\$0	\$0	\$1,000,000	\$0	\$6,000,000
Fire Station 2 and 3 Rehab/Updates or reconstruction	\$0	\$0	\$3,200,000	\$2,000,000	\$0
Route 20 Sewer	\$0	\$0	\$0	\$0	\$15,000,000
Feeley Field Reconstruction	\$0	\$0	\$0	\$1,815,000	\$0
Field Development (Davis, Featherland, Ti-Sales property)	\$0	\$0	\$1,865,000	\$0	\$0
New Fairbank Community Center/Atkinson Pool Complex	\$0	\$30,000,000	\$0	\$0	\$0
Fairbank Community Center-Design/80% construction Documents	\$2,000,000	\$0	\$0	\$0	\$0
Town Hall/Loring Parsonage/Flynn Building Complex	\$0	\$0	\$0	\$5,700,000	\$0
Nixon School addition for SPS offices	\$5,500,000	\$0	\$0	\$0	\$0
	<b>\$7,500,000</b>	<b>\$30,000,000</b>	<b>\$6,065,000</b>	<b>\$9,515,000</b>	<b>\$21,000,000</b>

Attachment 7.b: attachment A- 5 year capital funding plan 120415 (1649 : Capital funding committee

**Capital Component of Taxes**

	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Existing Debt Service*****	\$3,380,475	\$2,017,776	\$2,832,856	\$2,618,860	\$2,475,369	\$2,104,244	\$2,075,344	\$1,974,732
Capital Budget within operating budget	\$284,062	\$296,000	\$392,750	\$404,000	\$414,100	\$424,453	\$435,064	\$445,940
Operating Leases for Capital	\$270,723	\$271,040	\$224,040	\$177,040	\$130,040	\$83,040	\$0	\$0
Rolling Stock - Capital Exclusion			\$0	\$492,500	\$817,576	\$176,212	\$413,476	\$222,000
Rolling Stock - Stabilization Fund			\$0					
Small Project- Capital Exclusion	\$700,000		\$420,000	\$1,631,305	\$2,354,088	\$1,886,550	\$3,315,260	\$754,758
Small Project- Debt Exclusion				\$120,000	\$526,960	\$830,984	\$1,086,954	\$1,570,504
Public Safety - Capital Exclusion		\$685,000	\$0	\$265,000	\$0	\$765,000	\$0	\$0
Public Safety - Debt Exclusion				\$192,500	\$189,000	\$185,500	\$182,000	\$178,500
<b>Total Capital- Tax Bills</b>	<b>\$4,635,260</b>	<b>\$3,269,816</b>	<b>\$3,869,646</b>	<b>\$5,901,205</b>	<b>\$6,907,133</b>	<b>\$6,455,983</b>	<b>\$7,508,098</b>	<b>\$5,146,434</b>
Reduce Capital Exclusions	\$0	\$0	\$0	(\$201,205)	\$0	\$0	\$0	\$0
Free Cash	\$0	\$1,618,000	\$720,343	\$0	\$0	\$0	\$0	\$0
<b>Total Capital Funding</b>	<b>\$4,635,260</b>	<b>\$4,887,816</b>	<b>\$4,589,989</b>	<b>\$5,700,000</b>	<b>\$6,907,133</b>	<b>\$6,455,983</b>	<b>\$7,508,098</b>	<b>\$5,146,434</b>

\*\*\*\*including Johnson Farm & Police Station but excluding any new Large Projects

	<u>FY07</u>	<u>FY08</u>	<u>FY09</u>	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>
Debt Service	\$ 5,225,728	\$ 4,146,295	\$ 5,030,127	\$ 4,850,950	\$ 4,709,299	\$ 4,335,060	\$ 4,248,850
Capital Budget within tax levy	\$ 285,095	\$ 384,148	\$ 362,500	\$ 276,622	\$ 273,271	\$ 222,003	\$ 255,584
Operating Leases for Capital	\$ 163,165	\$ 186,206	\$ 150,542	\$ 246,761	\$ 255,783	\$ 316,944	\$ 291,745
Capital Exclusion		\$ 405,000					
<b>Total Capital- Tax Bills</b>	<b>\$ 5,673,988</b>	<b>\$ 5,121,649</b>	<b>\$ 5,543,169</b>	<b>\$ 5,374,333</b>	<b>\$ 5,238,353</b>	<b>\$ 4,874,007</b>	<b>\$ 4,796,179</b>

Total Cost of Capital Assets	
LS (85%)	\$65,924,258
Town & SPS	\$98,436,310
Total	\$164,360,568

Interest Rate assumptions:	
5 years	2.00%
10 years	2.00%
15 years	2.50%
20 years	2.50%
30 years	3.00%

Assumptions:

- 1) Loring, Davis, & Bruce Freeman set at zero in FY17 to reflect CPA funding
- 2) FY17 ladder truck financed over 5 years
- 3) FY17 Fairbank roof financed over 10 years
- 4) FY18-21 Small projects \$300K or greater financed over 10 years

**Small Projects**

	<u>Department</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Town-wide Drainage Upgrade Project	DPW	0	0	0	0	0
Sherman's Bridge Replacement	DPW	0	0	0	0	0
Underground Fuel Storage Replacement	DPW	250,000	0	0	0	0
EPA Storm water Improvements/Storm water Management Plan	DPW	0	100,000	100,000	0	100,000
Route 20 Intersections	DPW	0	250,000	0	250,000	0
Town-wide Walkway Construction	DPW	100,000	100,000	100,000	100,000	100,000
Landham Road Traffic Signal	DPW	0	750,000	0	0	0
Nixon Roof Areas 1,2,4,5,6	Facilities	0	0	0	1,000,000	0
Atkinson Pool Roof and Façade Improvements	Facilities	0	618,000	0	0	0
DPW Cold Storage Addition	Facilities	225,000	0	0	0	0
Infrared Radiant Heat for DPW	Facilities	0	0	0	64,000	0
DPW Highway Garage Roof	Facilities	0	124,743	0	0	0
DPW Garage Floor Replacement	Facilities	0	150,000	0	0	0
New Energy Management System for DPW	Facilities	0	0	0	170,000	0
Fairbank Center - Flat Roof	Facilities	1,000,000	0	0	0	0
Fairbank Center - HVAC controls	Facilities	0	0	0	0	120,000
Fairbank Window Replacement	Facilities	0	0	0	0	730,000
Fairbanks/Senior Center Fire Alarm/Sprinkler	Facilities	0	350,000	0	0	0
Fire HQ Roof	Facilities	0	90,295	0	0	0
Fire Station 3 Roof	Facilities	0	0	0	63,430	0
Flynn Building - Int. alterations	Facilities	0	80,000	0	0	0
New Energy Management System for Flynn	Facilities	0	0	0	0	0
Flynn Building HVAC	Facilities	0	0	180,000	0	0
Library Roof Replacement (areas 2,3,6,7 and slate repairs)0)	Facilities	0	124,379	0	0	0
New Energy Management System for Library	Facilities	0	162,000	0	0	0
Library Roof Replacement (areas 4 & 5)	Facilities	0	0	143,700	0	0
ESCO (Energy Efficiency and Infrastructure Renewal)	Facilities	0	0	0	0	0
Renovate Flynn to Accommodate SPS	Facilities	0	0	0	95,500	0
Town Roofs Capital Repairs	Facilities	0	0	0	0	0
Carding Mill House Painting	Facilities	0	0	41,000	0	0
Carding Mill House Roof	Facilities	0	0	0	0	19,000
DPW Garage Roof	Facilities	0	0	0	38,330	0
DPW Interior Painting	Facilities	0	0	0	18,000	0
DPW Office HVAC	Facilities	0	0	0	30,000	0
Paint Exterior Fairbank Center	Facilities	0	0	0	20,000	0
Senior Center Painting	Facilities	0	0	0	10,000	0
Sr Ctr Carpet/Tile Replacement	Facilities	0	0	35,000	0	0
Fire Station Painting	Facilities	0	0	0	0	0
South Fire Station Roof	Facilities	0	41,057	0	0	0
Flynn Bldg - 2nd floor bathroom	Facilities	0	0	30,000	0	0
Flynn Building Exterior Paint	Facilities	0	0	0	0	36,000
Flynn Building Roof Repair	Facilities	0	0	0	0	0
Haynes Meadow House - boiler	Facilities	0	0	0	0	0
Hosmer House Roof	Facilities	0	36,400	0	0	0
Goodnow Library Painting Interior	Facilities	0	35,000	0	0	0
Goodnow Library Roof	Facilities	0	38,890	0	0	0
Loring Parsonage Painting	Facilities	0	0	0	0	0

	<u>Department</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Town Hall - Clerk's Bathroom	Facilities	0	0	0	38,000	0
Town Hall Bathrooms	Facilities	0	0	0	40,000	0
Various Building Improvements	Facilities	50,000	50,000	50,000	50,000	50,000
Carpet Replacement	Facilities	50,000	0	0	50,000	0
Energy Improvements LED Lighting	Facilities	0	50,000	0	0	0
Town and School Parking Lot	Facilities	200,000	0	0	0	0
Munis Software- Employee Self Service	Finance	0	0	0	0	0
Munis Software- Tyler Reporting Services	Finance	0	0	0	0	0
Self Contained Breathing Apparatus (SCBA)	Fire	0	0	0	200,000	0
Cardiac Monitor Replacement	Fire	0	0	0	0	0
Radio Box Upgrades	Fire	50,000	0	0	0	0
Fire HQ New Windows	Fire	0	0	0	40,000	0
Fire HQ Replace Apparatus Ceiling	Fire	0	10,000	0	0	0
Fire HQ Carpet Replacement	Fire	0	0	25,000	0	0
Fire Station 2, install tight tanks	Fire	0	0	0	0	50,000
Fire HQ install tight tank	Fire	50,000	0	0	0	0
Fire HQ New Storage Building	Fire	0	0	0	75,000	0
Replace Complete Radio System	Fire	0	0	0	0	0
Town Technology Plan	Info Systems	0	100,000	100,000	100,000	0
LSRHS Roof Repair/Replacement	LSRHS	0	0	0	0	0
Boiler Building -Cold Storage Conversion	LSRHS	0	0	200,000	0	0
Hot water Heaters (2)	LSRHS	0	0	0	50,000	0
Generators (2)	LSRHS	0	0	0	250,000	0
Stadium Field (2007)	LSRHS	0	0	0	500,000	0
Elevators Replacement (2)	LSRHS	0	0	0	0	220,000
Communication Clock System	LSRHS	0	0	0	0	0
LSRHS Heat Pumps (319)	LSRHS	0	0	0	0	0
Boiler Plant (2)	LSRHS	0	0	0	0	0
Expand Fitness Area and Replace Equipment	LSRHS	0	0	20,000	0	0
Fine, Applied, Theater Arts Equipment	LSRHS	0	0	0	20,000	0
Music Equipment	LSRHS	0	0	0	0	20,000
Wellness Equipment	LSRHS	0	7,440	0	0	0
Replace Aging Computers and Servers	LSRHS	0	0	0	0	0
Upgrade Technology - Network Infrastructure and WiFi Capacity	LSRHS	0	0	0	0	0
Scheduled Replacement of Laptops, Student Labs, and Servers	LSRHS	0	0	0	0	0
Parking Lot (asphalt, sealing)	LSRHS	0	0	0	0	0
Audio-Visual/Media Equipment	LSRHS	0	0	35,000	0	0
Applied Technology Lab Cart	LSRHS	0	0	0	0	0
Fire Alarm System Upgrading	LSRHS	0	0	0	0	0
LSRHS security upgrades	LSRHS	130,000	0	0	0	0
Mass Central Rail Trail Phase 1	Planning/Comm Dev	0	0	0	160,000	0
Mass Central Rail Trail Phase 2	Planning/Comm Dev	0	0	0	0	0
Purchase of Land 36 North Road	Planning/Comm Dev	0	0	457,100	0	0
CSX Rail Corridor Purchase	Planning/Comm Dev	0	750,000	0	0	0
Family changing room at the pool/locker room renovations	Recreation	0	100,000	0	80,000	0
Construct a zero entry warm water pool and sprayground	Recreation	0	0	0	0	0
Haskell Complex Redevelopment (FY20)	Recreation	0	0	0	200,000	0
Haskell Playground Upgrades (FY20)	Recreation	0	0	0	100,000	0

	<u>Department</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Community Field Turf Replacement (FY21)	Recreation	0	0	0	0	0
Feeley Tennis Court Reconstruction (FY22)	Recreation	0	0	0	0	0
Haskell Field pavilion	Recreation	0	0	0	75,000	0
Pool Maintenance	Recreation	0	0	0	0	0
Fitness center at Fairbank Center	Recreation	0	0	0	0	0
Recovery model; utilize renewable energy for	Recreation	0	0	0	50,000	0
Feeley Tennis Courts	Recreation	0	0	0	0	0
Lighting Cutting Field	Recreation	0	0	300,000	0	0
Davis Field Development	Recreation	0	0	0	0	0
Haskell Pavilion Construction	Recreation	0	0	60,000	0	0
Improve Feeley Softball/Add Lighting	Recreation	0	450,000	0	0	0
Replace Cutting Turf Field	Recreation	0	0	0	450,000	0
Replace LS Stadium Turf Field	Recreation	0	0	450,000	0	0
Replace Haskell Field Playground	Recreation	0	0	0	0	0
Install a Sprayground at Haskell Field	Recreation	0	0	0	0	0
Consulting Money to do a Community Needs Assessment for the Department	Recreation	0	50,000	0	0	0
Lighting Turf 1 and Turf 2	Recreation	0	0	0	0	0
Featherland tennis courts	Recreation	175,000	0	0	0	0
poured in place surfacing for playground at Haskell	Recreation	55,805	0	0	0	0
Interior renovations at Pool	Recreation	0	0	80,000	0	0
Melone Redevelopment Study	Selectmen	0	160,000	0	0	0
Nobscot Road/Union Ave Extension	Selectmen	0	0	0	0	0
Bruce Freeman Rail Trail 50% Design	Selectmen	0	0	0	0	0
Demolition of rt. 20 Police Station	Selectmen	65,000	0	0	0	0
Loring Parsonage Restoration-Museum	Selectmen	0	0	0	0	0
Curtis Middle School Roof Replacement	SPS/Facilities	0	0	0	0	0
Haynes Roof Areas 5,6,7,9	SPS/Facilities	0	0	1,000,000	0	0
Haynes Roof Areas 2,3,4,8,10	SPS/Facilities	0	0	0	0	1,000,000
Loring School Roof Replacement	SPS/Facilities	0	0	0	0	1,154,758
Curtis School RTU HVAC #7	SPS/Facilities	0	70,000	0	0	0
Curtis School RTU HVAC #8	SPS/Facilities	0	0	70,000	0	0
Curtis School RTU HVAC #9, #12	SPS/Facilities	0	105,000	0	0	0
New Energy Management System for Curtis	SPS/Facilities	0	0	230,000	0	0
Generator - Curtis	SPS/Facilities	0	0	0	100,000	0
Haynes Roof Areas 2,4,4,8,10 (FY21)	SPS/Facilities	0	0	0	0	500,000
Loring Boiler Control w/Johnson DDC & modulating boiler control	SPS/Facilities	0	0	0	0	0
Schools classroom Carpet/Flooring Replacement	SPS/Facilities	50,000	75,000	50,000	75,000	75,000
Nixon Parking Lot Replacement and repairs	SPS/Facilities	0	0	0	0	0
Nixon Cafetorium Roof/windows and exterior doors (x64%)	SPS/Facilities	0	0	0	0	0

	<u>Department</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Nixon Envelope and Waterproofing	SPS/Facilities	0	0	0	0	0
Nixon Fire Sprinkler	SPS/Facilities	0	0	400,000	0	0
Noyes Fire Sprinkler System	SPS/Facilities	0	490,000	0	0	0
Generator Replacement - Noyes	SPS/Facilities	0	0	85,000	0	0
Noyes Septic System	SPS/Facilities	0	0	0	200,000	0
Rooftop Units (16)	SPS/Facilities	0	0	0	0	0
Curtis Inside/Outside Door Replacements	SPS/Facilities	0	0	40,000	0	0
Curtis Roof Repair	SPS/Facilities	0	0	0	21,000	0
Curtis Univent for Room 148 Replacement	SPS/Facilities	0	0	0	12,000	0
Curtis Water Heater #2 replacement	SPS/Facilities	0	0	0	15,000	0
Haynes Circulating Pump	SPS/Facilities	0	0	0	25,000	0
Haynes Heat Exchanger for Computer Lab	SPS/Facilities	0	0	0	12,000	0
Haynes Water Heater Replacement	SPS/Facilities	0	0	0	0	0
Loring Roof Repair	SPS/Facilities	0	0	0	26,000	0
Loring Water Heater Replacement	SPS/Facilities	0	0	0	50,000	0
Nixon Septic Evaluation/Repair	SPS/Facilities	0	0	0	0	0
Noyes Septic System Replacement	SPS/Facilities	0	0	0	0	400,000
Solar Panel Installation	SPS/Facilities	0	0	0	50,000	0
Curtis School Septic Pumps	SPS/Facilities	0	0	0	0	0
Haynes School Septic Pump	SPS/Facilities	0	40,000	0	0	0
Haynes School Door Repairs and Replacement	SPS/Facilities	0	0	50,000	0	0
Noyes Wood Siding Replacement on Art Room	SPS/Facilities	0	0	0	15,000	0
Noyes Elevator Replacement	SPS/Facilities	0	0	0	150,000	0
Noyes Electrical Feeder and Remote Subpanel Replacement	SPS/Facilities	0	0	0	0	0
Traffic Lights at Nixon School Crossing	SPS/Facilities	85,000	0	0	0	0
Curtis Heating/Circulation Pumps and Motors	SPS/Facilities	0	80,000	0	0	0
Noyes Rooftop HVAC Replacement	SPS/Facilities	0	0	100,000	0	0
Noyes Envelope Repointing and Caulking	SPS/Facilities	0	0	0	300,000	0
Nixon Hot Water Heater Replacement	SPS/Facilities	0	0	0	0	0
Nixon Rooftop HVAC Replacement	SPS/Facilities	0	75,000	0	75,000	0
Nixon Switchgear and Feeder Rewiring replacement	SPS/Facilities	0	0	0	0	400,000
School Maintenance Garage	SPS/Facilities	95,000	0	0	0	0
Various Exterior Door Repair/Replacement at all Schools	SPS/Facilities	0	50,000	0	0	0
Haynes Rooftop HVAC Replacements	SPS/Facilities	0	0	0	75,000	0
Curtis Door Replacement and Repairs	SPS/Facilities	0	0	0	0	0
School Rooftop HVAC Unit (Noyes or Loring)	SPS/Facilities	75,000	0	0	0	0
School Security and Access Controls	SPS/Facilities	195,000	0	0	0	0
School Phone Sys comp w/town (4 schools: Curtis, Noyes, Loring & Haynes)	SPS/Facilities	27,000	0	0	0	0
SPS Technology Plan	SPS/Facilities	0	0	100,000	100,000	0
SubTotal		2,927,805	5,763,204	4,531,800	5,688,260	4,974,758
Deduct amount in Operating Budget		(277,000)	0	0	0	0
Deduct 15% of LS		(19,500)	(1,116)	(38,250)	(123,000)	(36,000)
Total		2,631,305	5,762,088	4,493,550	5,565,260	4,938,758
Less: Amount Financed		(\$1,000,000)	(\$3,408,000)	(\$2,607,000)	(\$2,250,000)	(\$4,184,000)
Less: Free Cash		\$0	\$0	\$0	\$0	\$0
Capital Exclusion Amount		\$1,631,305	\$2,354,088	\$1,886,550	\$3,315,260	\$754,758

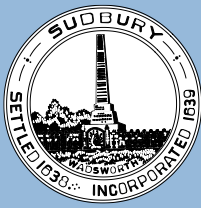
**Rolling Stock**

	<u>Department</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
*2006 Chevy Silverado 3/4 Ton unit 1	DPW	0	0	0	0	0
*2006 Chevy Silverado Pick-Up unit 2	DPW	0	0	0	0	0
*2007 Mack 6-Whl Dump Truck	DPW	0	0	0	0	0
*2013 Freightliner 6-Whl Dump Truck - New in FY13	DPW	0	0	0	0	127,000
*2008 Volvo 10 Wheel Dump Truck	DPW	0	160,000	0	0	0
*2014 Chevy Silverado 1 Ton	DPW	0	0	0	0	0
*2005 Chevy Silverado 1 Ton	DPW	0	50,000	0	0	0
2009 John Deere 544K Loader	DPW	0	0	0	0	0
*2004 Mack 6 Wheel Dump Truck-unit 9	DPW	0	0	0	0	0
*2012 Freightliner 10-Wheel Dump	DPW	0	0	28,187	0	0
*1991 Mack Dump 6-Wheel (leased in fy14) unit#11	DPW	0	0	0	0	0
*2006 Mack 10-Wheel Dump	DPW	134,000	0	0	0	0
*2008 Chevy Silverado Flat Bed	DPW	0	48,000	0	0	0
*2009 Chevy Pick-Up	DPW	0	0	0	45,000	0
2000 Volvo Loader unit# 15	DPW	0	0	0	0	0
1999 John Deere Backhoe	DPW	0	0	30,000	0	0
*2005 Chevy Pick Up unit 17	DPW	0	0	0	0	0
*2007 Mack 6 Wheel Dump Truck	DPW	0	0	0	0	0
1991 GMC Top Kick - Convert w/Clamshell & Crane	DPW	0	24,000	24,000	0	0
*2011 Volvo 6 Wheel Dump Truck	DPW	0	0	0	0	0
2012 Prinoth Multi-Purpose Tractor	DPW	0	0	0	0	0
2009 John Deere Backhoe/Loader	DPW	0	0	0	0	0
*2008 International 6-Wheel Dump	DPW	0	0	0	0	0
*2008 International 4x4 Truck	DPW	0	0	0	0	0
2005 Komatsu Backhoe	DPW	0	0	0	135,000	0
2009 Bobcat unit#26	DPW	0	0	0	0	0
*2007 Mack 10-Whl Dump Truck	DPW	0	0	0	0	0
*2001 Chevy Silverado 1 Ton Unit #	DPW	0	0	0	0	0
*2000 Chevy 1 Ton Dump Truck Unit 29	DPW	0	0	0	0	0
1997 Bandit Chipper unit #31	DPW	0	0	0	0	0
2014 Bombadier Tractor	DPW	0	27,493	0	0	0
*2000 Mack 10 Whl Dump- unit 34	DPW	0	0	0	0	0
2010 Kubota Tractor/Boom Flail Mower	DPW	0	0	0	0	0
*2000 GMC - In-House Conversion to a Dump	DPW	0	0	0	0	0
*2013 Chevy 1 Ton 6 Wheel Dump	DPW	0	0	0	55,000	0
*2002 Chevy Silverado - 1 Ton unit 38	DPW	0	0	0	0	0
*2002 Chevy 1 Ton P/U unit ??	DPW	0	0	0	0	0
New Bobcat Loader or Equivalent	DPW	50,000	55,000	0	0	0
*2004 Mack 6 Wheel Dump Truck	DPW	0	0	0	0	0
*2004 GM 2400 Utility Truck unit 45	DPW	0	0	0	0	0



	<u>Department</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
2005 Multi-Purpose Holder	DPW	155,500	0	0	0	0
2004 Volvo L90E Loader	DPW	203,000	0	0	0	0
2004 Bandit Chipper	DPW	0	40,000	0	0	0
2009 M-B Tractor	DPW	0	0	0	0	0
2010 Elgin Pelican Sweeper	DPW	0	33,236	0	0	0
Roller for Sidewalk Paver	DPW	31,000	0	0	0	0
Sidewalk Paver	DPW	0	39,000	0	0	0
10-foot Stainless Steel Sander	DPW	0	0	0	0	0
11-foot Hydraulic Plow	DPW	0	0	0	0	0
Ambulance F1 (9 year cycle)	Fire	0	0	0	0	0
Ambulance F2	Fire	265,000	0	0	0	0
New Ambulance F3	Fire	0	0	265,000	0	0
Bucket Truck (Fire Dept)	Fire	0	0	0	0	0
Car 1(Fire Dept.)	Fire	0	40,000	0	0	0
Car 2 (Fire Dept.)	Fire	0	0	0	40,000	0
Car 3 (Fire Dept.)	Fire	46,000	0	0	0	0
Fire Engine 1	Fire	0	0	0	0	0
Fire Engine 2	Fire	0	0	0	0	0
Fire Engine 3	Fire	0	0	0	0	0
Fire Engine 4	Fire	0	0	500,000	0	0
2001 Pickup Truck (Fire Dept.)	Fire	0	0	0	0	45,000
2005 Pickup Truck (Fire Dept.)	Fire	0	0	0	0	0
2008 Chevy 1-ton Pickup (Fire Dept.)	Fire	0	0	0	0	0
Ladder Truck	Fire	875,000	0	0	0	0
2006 Mack 10 Wheel Roll-Off (Transfer Stn)	Transfer Sta	0	0	0	0	0
Athletic Van - 2002 Ford E350 Van - 12 Passenger	LSRHS	0	0	0	0	0
Athletic Van - 2003 Ford E350 Van - 12 Passenger	LSRHS	0	44,000	0	0	0
Athletic Van - 2009-Chevrolet Express Van- 15 Passenger	LSRHS	0	0	50,000	0	0
Athletic Van - 2010-Chevrolet Express Van- 15 Passenger	LSRHS	0	0	0	0	50,000
Athletic Van - 2013 Chevrolet Express Van-15 Passenger	LSRHS	0	0	0	0	0
Buildings & Grounds Vehicle-1999 Ford F350 Dump Truck	LSRHS	0	50,500	0	0	0
Buildings & Grounds Vehicle-2012 Ford F350 Pickup Truck	LSRHS	0	0	0	0	0
Buildings & Grounds Vehicle-2010 Ford F350 Pickup Truck/Sander	LSRHS	0	0	0	0	0
Student Services Van - 2012 Chevrolet Express Van -15 Passenger	LSRHS	0	0	0	0	0
1999 Ransomes A250 Mower	LSRHS	0	0	16,500	0	0
Buildings & Grounds Equipment - 2002 Kubota L4630 Front End Loader	LSRHS	0	0	0	40,000	0
Buildings & Grounds Equipment - 2004 Aerial Fork Lift	LSRHS	0	0	0	38,500	0
Buildings & Grounds Equipment - 2006 Bobcat Gehl Skid Steer	LSRHS	0	0	0	35,000	0
Buildings & Grounds Equipment - 2013 AR250 Ransomes Mower	LSRHS	0	0	0	16,472	0
*2001 Chevy Six Wheel Pickup unit# PR-1	Parks & Gn ds	0	0	0	0	0
*2007 Chevy 1-Ton Pick-Up Truck unit # PR-11	Parks & Gn ds	0	0	0	0	0

	<u>Department</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
2003 John Deere Tractor	Parks & Gnds	0	0	0	0	0
*2011 Chevrolet 6 Wheel Dump unit PR-2, leased in 2012	Parks & Gnds	0	8,347	0	0	0
*2002 Chevrolet 1-Ton Pick-Up unit # PR-3	Parks & Gnds	0	0	0	0	0
*2005 Chevy One Ton Pick-Up Truck-unit # PR-4	Parks & Gnds	0	0	0	0	0
2010 John Deere Tractor	Parks & Gnds	0	0	0	0	0
1974 Toro Park Power	Parks & Gnds	0	0	0	0	0
1998 Jacobsen Gang mower	Parks & Gnds	0	80,000	0	0	0
Recreation Van #1	Recreation	0	0	0	28,000	0
Special Needs Van #2	Recreation	0	28,000	0	0	0
2000 Chevy One ton Diesel Truck w/ Liftgate & Plow	SPS	0	50,000	0	0	0
2005 7-Passenger Van #1 (Replacement to include wheelchair capability)	SPS	0	40,000	0	0	0
2005 7-Passenger Van #2	SPS	0	0	30,000	0	0
Subtotal		1,759,500	817,576	943,687	432,972	222,000
Deduct amount in Operating Budget		(127,000)	0	0	0	0
Deduct 15% of LS		0	0	(2,475)	(19,496)	0
Total		1,632,500	817,576	941,212	413,476	222,000
Public Safety (fire trucks and ambulances)		1,140,000	0	765,000	0	0
All other		492,500	817,576	176,212	413,476	222,000
Less: Amount Financed- Public Safety		(875,000)	0	0	0	0
Capital Exclusion Amount		757,500	817,576	941,212	413,476	222,000
Public Safety (fire trucks and ambulances) Capital Exclusion		265,000	0	765,000	0	0
All other Capital Exclusion		492,500	817,576	176,212	413,476	222,000



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**MISCELLANEOUS (UNTIMED)**

**8: Town Manager Evaluation**

REQUESTOR SECTION

Date of request:

Requestor: Vice-Chairman Susan Iuliano

Formal Title: Discussion of Town Manager Evaluation Process and Form

Recommendations/Suggested Motion/Vote: Discussion of Town Manager Evaluation Process and Form

Background Information:

See attached documents provided by Susan Iuliano

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

01/19/2016 7:30 PM

## **TOWN OF SUDBURY EVALUATION PROCESS FOR THE TOWN MANAGER**

### **PREFACE**

The Sudbury Board of Selectmen is committed to an evaluation process that is positive, constructive, and measurable in assessing performance. The BOS seeks to provide sound and regular feedback to the Town Manager throughout the year. The purpose of the evaluation instrument is to formally appraise the Town Manager's performance on an annual basis. The BOS will assess the Town Manager's performance in management practices and in the accomplishment of goals. The evaluation process should be implemented with mutual respect for all involved, to assist the Town Manager in reviewing her effectiveness and to work toward the common goal of improving the Town of Sudbury.

### **PROCESS**

The evaluation shall consist of:

**SECTION 1:** A narrative self-evaluation completed by the Town Manager, addressing major areas of responsibility and progress in meeting the goals agreed upon by the BOS and the Town Manager.

**SECTION 2:** A composite evaluation based on a checklist of the Town Manager's major areas of responsibilities. Each Selectman will complete an individual checklist review form to evaluate each area. The composite evaluation scoring for each area will be an average of the Selectmen's individual ratings, with each Selectman's score weighted equally. The Town Manager Evaluation Subcommittee will provide a draft summary of the comments provided by the Selectmen for each area, to be approved by the BOS.

**SECTION 3:** A composite evaluation concerning the Town Manager's progress in meeting the goals agreed upon by the BOS and the Town Manager. Each Selectman will complete an individual narrative concerning the Town Manager's progress in meeting these goals. The Town Manager Evaluation Subcommittee will provide a draft summary of the comments provided by the Selectmen for each goal, to be approved by the BOS.

DRAFT for 1.19.16 meeting

## PROCEDURE AND SCHEDULE

In **June** each year, the BOS will establish or update goals for the Town of Sudbury that may be annual or multi-year objectives. Within the context of these goals, the BOS and Town Manager together will outline specific annual goals for the Town Manager to identify her role in implementing the Town goals. The BOS will establish a Town Manager Evaluation Subcommittee to draft these goals. The Town Manager's goals will be established by the end of **July**.

Throughout the year, individual Selectmen should identify any performance concerns or recommendations and discuss these directly with the Town Manager. Substantial concerns, including any that require corrective action, should be discussed by the BOS in an open session. In any event, the BOS will conduct an informal discussion concerning the Town Manager's performance in **December** each year.

To initiate the formal review process, the Town Manager will submit a narrative self-evaluation to the BOS by **March 1** each year. Each Selectman will complete an individual Section 2 checklist form and a Section 3 goal narrative and submit these to the Town Manager Evaluation Subcommittee by **March 15**. These individual evaluations, combined with information from the Town Manager's self-evaluation, will be compiled by the Subcommittee into a draft composite evaluation. The Subcommittee will then meet with the Town Manager to discuss the draft evaluation. The Subcommittee will submit the draft evaluation to the board by the first BOS meeting in **April**. The BOS will review and approve the evaluation by **May 1** to ensure that those members who have supervised the Town Manager during the preceding year vote on the evaluation.

The BOS will generally conduct the salary review for the Town Manager in **June** of each year.

FOR 2016: In the summer of 2016, the BOS will conduct an informal evaluation discussion with the Town Manager concerning the Town Manager's performance since December 1, 2015.

## TOWN OF SUDBURY TOWN MANAGER EVALUATION FORM

### Instructions

A space has been provided for each statement within the performance areas. Check the number which most accurately reflects the level of performance for the factor. If you did not have an opportunity to observe or make a determination on a particular factor, please indicate so in the N/A space. Selectmen are encouraged to provide comments and suggestions, especially concerning significant areas of strength or weakness.

### Rating Scale (1-5)

(1) Below Expectations/Unsatisfactory:

The Town Manager's work performance is inadequate and inferior to the standards of performance required for the position.

(2) Meets Some Expectations/Improvement Needed:

The Town Manager's work performance does not consistently meet the standards of the position.

(3) Meets Expectations/Satisfactory/Proficient:

The Town Manager's work performance consistently meets the standards of the position.

(4) Exceeds Expectations/Highly Effective:

The Town Manager's work performance is frequently or consistently above the level of a satisfactory employee.

(5) Excellent/Highly Commendable:

The Town Manager's work performance is consistently excellent when compared to the standards of the job.

Draft for 1.19.16 meeting

<b>1. Vision and Community Leadership</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/A</b>
a. Demonstrates an understanding of the importance of mission and vision. Takes a leadership role in developing and communicating a vision for the Town.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Works with the Board of Selectmen to develop goals to protect and improve the quality of life of the Town of Sudbury and its core values.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Ensures that the Board's goals are translated into strategies and action steps leading toward implementation on a timely basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Creates and facilitates an environment where Town government is open to input and participation, an exchange of ideas, creativity, and responsible experimentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

<b>2. Communications/Public Relationships</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/A</b>
a. Projects a positive image in the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Communicates the Town's vision, goals, and accomplishments effectively. Expresses ideas in a logical, forthright manner in written and oral presentations. Communicates effectively with a variety of audiences (e.g., staff, community, media).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Develops a positive relationship with the press and uses various media, including social media, effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Demonstrates an open and transparent approach to sharing information with the community. Is reasonably available to the public and responsive to citizen complaints and requests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Encourages community involvement in Town government and supports the efforts of volunteer citizens.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Maintains contacts with other town administrative leaders throughout the state, through professional organizations and other means, and with state and federal government officials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

Draft for 1.19.16 meeting

<b>3. Board of Selectmen Support/Relations</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/A</b>
a. Offers professional advice, including appropriate recommendations and alternatives, based on thorough study and analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Implements the Board of Selectmen's policies and directives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Maintains a professional working relationship with the Board of Selectmen, promoting a climate of mutual respect and trust.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Keeps Board members informed of issues and activities in Town government and in the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Works with the Chair to establish an agenda that addresses issues in a timely manner. Provides support materials and sufficient lead time to allow for informed decision-making and policy formation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Helps the Board use Town Counsel to effectively achieve Town goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						
<hr/>						
<b>4. Personnel Management</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/A</b>
a. Establishes procedures and practices for hiring, supervision, promotion, and termination that support the Town and are implemented in a consistent and fair manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Effectively leads collective bargaining. Informs and advises the Board of Selectmen as appropriate in matters of collective bargaining and grievance proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Recognizes, develops, and utilizes the abilities of staff. Encourages participation and shared decision-making with appropriate staff. Develops strong, open, and honest relationships with staff. Effectively delegates tasks and assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Develops a meaningful staff evaluation process and opportunities for professional development that contribute to professional growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						
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Draft for 1.19.16 meeting

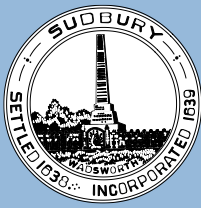
<b>5. Financial Management</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/A</b>
a. Employs a comprehensive and transparent process of business planning and budgeting. Employs sound fiscal management procedures, techniques, and methods. Develops and maintains a long-term financial plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Employs budget forecasting, accounting, and control systems to protect the Town's financial health. Effectively monitors and controls expenditures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Prepares the annual budget in a timely manner with input from department heads and the Finance Director, in accordance with adopted goals and town-wide needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Presents budget information to the Board of Selectmen, Finance Committee, the community, and Town Meeting in a manner which promotes full understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Pursues alternative funding sources to supplement programs and accomplish established goals. Creatively manages available resources to increase efficiency, productivity, and effectiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

<b>6. General Management and Planning</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/A</b>
a. Provides leadership, motivation, and support within the organization. Creates and facilitates an environment for long-range and strategic planning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Monitors and plans for maintenance, repairs, and improvement of Town facilities, including plans for long-range capital needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Supervises and maintains in good order financial, personnel, and other records and documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Administers the Town in accordance with state and federal laws, rules, and regulations, with Town By-laws, and with Board of Selectmen policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

Draft for 1.19.16 meeting

<b>7. Personal Qualities and Characteristics</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/A</b>
a. Maintains high standards of ethics, honesty, integrity, and sound professional judgement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Represents the Town in a professional manner at all times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Displays the ability to be flexible, to manage conflict, to handle crisis, and to adjust to varying situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Displays creativity and innovation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Maintains a high level of ongoing professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

<b>8. Overall Rating</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/A</b>
Overall, the Town Manager performs at the following level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**MISCELLANEOUS (UNTIMED)**

**9: Preparation for discussion with legislators on 2/2**

REQUESTOR SECTION

Date of request:

Requestor: Chairman Brown

Formal Title: Preparation for discussion with legislators at next meeting Feb. 2

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

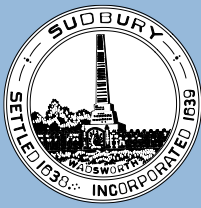
Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

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SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**MISCELLANEOUS (UNTIMED)**

**10: Fossil Fuel Divestment - 2014 ATM resolution**

REQUESTOR SECTION

Date of request:

Requestor: Selectman Woodard

Formal Title: Discussion and possible vote concerning the 2014 Town Meeting Resolution on fossil fuel divestment. Recommend vote to endorse pending legislation proposing divestment of state retirement funds from fossil fuel companies and to authorize Chairman Pat Brown to sign a letter to our state legislators endorsing such legislation.

Recommendations/Suggested Motion/Vote: Discussion and possible vote concerning the 2014 Town Meeting Resolution on fossil fuel divestment. Recommend vote to endorse pending legislation proposing divestment of state retirement funds from fossil fuel companies and to authorize Chairman Pat Brown to sign a letter to our state legislators endorsing such legislation.

Background Information:

At the 2014 Annual Town Meeting, the town voted on a resolution requesting that the Board of Selectmen endorse proposed state legislation requiring divestment of state retirement funds from fossil fuel companies.

Attached is a copy of three pages from the 2014 Town Proceedings concerning the resolution.

Financial impact expected:see attached

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

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May 7, 2014

specific to the proposed purchase terms so that if the sale falls through and a new proposal comes forth, the 120 Day Period will begin again.

The Town shall use as much of the 120 Day Period as is necessary to properly evaluate the property and the potential of exercising or assigning the right of first refusal. It is possible that the Town may decide that it cannot afford to purchase the property, but any such choice should be thoroughly discussed and researched and documented before making such a determination. Where there is consensus on the absence of conservation value or where the Town has negotiated a signed agreement with the landowner and/or developer that meets the municipal needs with regard to the property, the Town may choose not to exercise its right. Any such negotiations, however, should occur in consultation with the boards/committees entitled to notice by statute.

Mr. DePompei stated the petitioner, Susan Doherty, Concord Road, asked him to present the petition tonight. He explained the impetus for the petition was the Chapter 61 property on Concord Road located in the historical Town Center for which the Town had the Right of First Refusal and chose not to purchase the property. Timing difficulties were experienced throughout that process. Mr. DePompei stated this article requests a policy be considered by Town and Board of Selectmen to purchase Chapter 61 properties.

**FINANCE COMMITTEE: Took no position on the article.**

**BOARD OF SELECTMEN: Selectman Haarde stated the Board did not support the article because it had questions about the petition language and the complexities which might arise from unintended consequences. However, the Board did adopt its own policy to act promptly to schedule a Public Hearing regarding Chapter 61A properties.**

The Moderator stated the vote is non-binding.

The Moderator declared the motion for Article 43 was **DEFEATED OVERWHELMINGLY.**

#### **ARTICLE 44 – RESOLUTION ON FOSSIL FUEL DIVESTMENT**

Sudbury resident and member of Sustainable Sudbury Richard Vanderslice, 96 Dudley Road, moved in the words of the article below:

*To see if the Town will vote to request the Board of Selectmen to endorse proposed state legislation requiring divestment of statewide retirement funds (Pension Reserve Investment*

May 7, 2014

*Trust (PRIT)) from fossil fuel companies as set forth in the following Resolution; or act on anything relative thereto.*

**Submitted by Petition**

**(Majority vote required)**

***RESOLUTION ON FOSSIL FUEL DIVESTMENT***

Whereas: Global warming, caused primarily by the burning of fossil fuels and resulting increase in greenhouse gases in the atmosphere, is a serious threat to current and future generations in Sudbury and around the world;

Whereas: Global warming is already causing costly disruption of human and natural systems throughout the world, including the acidification of oceans, melting of arctic and glacial ice, rising sea levels, extreme weather, and corresponding food and water shortages, property damage, loss of biodiversity, and death;

Whereas: The effects of global warming will further intensify with increasing temperature such that almost every government in the world (including the United States) has agreed through the 2009 Copenhagen Accord that any warming above a 2°C (3.6°F) rise would be unsafe for human habitation;

Whereas: Fossil fuel companies continue to explore for even more fossil fuel deposits that cannot be burned without rendering Earth unfit for human habitation;

Whereas: Proven coal, oil and gas reserves, counted as assets of fossil fuel companies, equal roughly five times the maximum amount that can safely be released to prevent more than 2°C of global warming;

Whereas: Fossil fuel companies operate under the imperative to create shareholder profit rather than for long term public benefit, using their considerable financial resources to mislead the public on the scientific consensus about the dangers of global warming and to influence the government to maintain laws and regulations favorable to the continuing sale of their product;

Whereas: The Town of Sudbury has a moral duty to protect the lives and livelihoods of its inhabitants and of people around the world from the threat of global warming and should advocate for a future without the catastrophic impacts of a warming environment;

Whereas: There is a national movement underway to divest from fossil fuel companies as both a moral action and a means of weakening the political influence of the fossil fuel industry;

Whereas: Investments in fossil fuel companies could prove highly risky given that 80% of their proven reserves could become "stranded" and unusable assets if governments act to protect a habitable climate;

Whereas: Leadership is critical to build national momentum for the movement to divest from fossil fuel companies;

May 7, 2014

Whereas: the President of the United States has called upon citizens to make climate change an urgent priority for action in their communities including investment in clean, renewable energy, and divestment from dirty fossil fuels;

Therefore be it resolved that: The voters of Sudbury request the Board of Selectmen to endorse proposed state legislation requiring divestment of statewide retirement funds (Pension Reserve Investment Trust (PRIT)) from fossil fuel companies; and to send copies of this Resolution to Governor Deval Patrick, State Treasurer Steven Grossman, State Senators Michael Barrett and Jamie Eldridge, and State Representative Tom Conroy.

Mr. Vanderslice summarized the article which proposes supporting fossil fuel divestment of State-wide pension funds over the next five years, noting there is a State Bill currently in Committee. He stated climate change is happening every day around the world. Mr. Vanderslice stated renewable energy is an alternative investment and that divestment is a moral, political and economic strategy. He displayed slides of information noting other towns in the country and State which have endorsed this strategy. Mr. Vanderslice also stated the strategy has support on Beacon Hill, and the article includes sending a copy of the resolution to State officials.

**FINANCE COMMITTEE: Took no position on the article.**

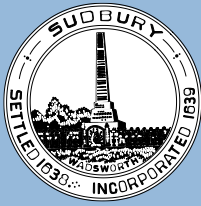
**BOARD OF SELECTMEN: Took no position on the article with a vote of four to one.**

**The Moderator declared the motion for Article 44 PASSED BY WELL MORE THAN A MAJORITY.**

**The Moderator Myron Fox thanked everyone who helped to coordinate this year's Town Meeting and all the citizens who participated. He stated he is proud to be your Moderator, but he has decided to not be a candidate for re-election next March. Mr. Fox stated that, after ten years, it is time for the Hall to hear a new presiding voice. The Moderator received a standing ovation from the Hall.**

**ARTICLE 45 – UTILIZE A PORTION OF CURRENT CPA FUNDS TO FUND THE CONSERVAITON FUND**

**Petitioner Daniel DePompei, 35 Haynes Road, moved in the words of the article below:**



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**MISCELLANEOUS (UNTIMED)**  
**11: Discuss upcoming agenda items**

REQUESTOR SECTION

Date of request:

Requestor: Chairman Brown

Formal Title: Discuss upcoming agenda items

Recommendations/Suggested Motion/Vote: Discuss upcoming agenda items

Background Information:

Financial impact expected:

Approximate agenda time requested:

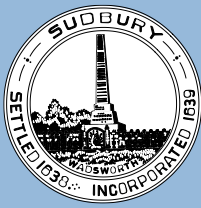
Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

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SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**CONSENT CALENDAR ITEM**

**12: Sudbury Foundation Donation to COA**

REQUESTOR SECTION

Date of request:

Requestor: Marilyn Martino, Sudbury Foundation

Formal Title: Vote to accept, on behalf of the Town, a grant of \$18,000 from the Sudbury Foundation, as requested by Marilyn Martino, Executive Director, in a memo dated January 5, 2016, to enable the Council on Aging to continue to fund the Senior Volunteer Coordinator position, said funds to be expended under the direction of the Town Manager.

Recommendations/Suggested Motion/Vote: Vote to accept, on behalf of the Town, a grant of \$18,000 from the Sudbury Foundation, as requested by Marilyn Martino, Executive Director, in a memo dated January 5, 2016, to enable the Council on Aging to continue to fund the Senior Volunteer Coordinator position, said funds to be expended under the direction of the Town Manager.

Background Information:  
See attached

Financial impact expected:additional \$18,000 to cover Senior Volunteer Coordinator position

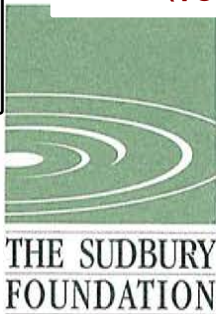
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Patty Golden                      Pending
- Melissa Murphy-Rodrigues    Pending
- Town Counsel                    Pending
- Barbara Saint Andre            Pending
- Patricia A. Brown                Pending
- Board of Selectmen              Pending

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RECEIVED  
SUDBURY FOUNDATION  
SUDBURY, MA  
2016 JAN 11 P 1:17

January 5, 2016

Ms. Melissa Murphy-Rodrigues  
Town Manager  
Town of Sudbury - Council on Aging  
278 Old Sudbury Road  
Sudbury, MA 01776

Trustees  
Miner A. Crary  
Richard H. Davison  
Susan Iuliano  
Jill M. Stansky  
Bank of America, N.A.

Staff  
Marilyn Martino  
Executive Director  
Tricia Brunner  
Grants Administrator

Dear Melissa:

On behalf of the Sudbury Foundation, I am delighted to enclose a grant check for \$18,000 to enable the Sudbury Council on Aging to continue to fund to the Senior Volunteer Coordinator position at the Fairbank Senior Center.

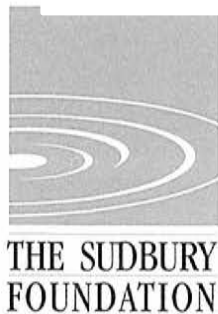
Also enclosed is an acknowledgment form describing the conditions of a Sudbury Foundation grant. These include submission of financial and programmatic reports within a year of the grant award. A sample grant report outline is also enclosed. Please sign and return one copy of the Acknowledgement Form at your convenience.

Melissa, the Foundation Trustees remain in awe of the breadth of activities Coordinator Ed Gottmann oversees and, of course, the remarkable level of volunteer participation he encourages in Sudbury. Mr. Gottmann and the programs he develops and sustains are the envy of our neighboring communities.

Warm regards,

Marilyn Martino  
Executive Director

cc: Deborah Galloway, Council on Aging Director  
enclosure



### Grant Acknowledgment

Organization: Town of Sudbury - Council on Aging

Grant Amount: \$18,000

Date: December 31, 2015

Purpose: To encourage residents to support their neighbors through continued funding of the Senior Volunteer Coordinator position at the Fairbank Senior Center.

We hereby acknowledge receipt from the Sudbury Foundation of the grant described above.

As a condition of the grant award, the Trustees request a financial statement and programmatic report describing the way in which the funds were spent and giving an appraisal of the results achieved. Applicants receiving support for a special or one-year project should submit their reports to the Foundation upon completion of the project or within one year of receiving the grant award, whichever comes first. In some cases, the Foundation may request a Year Two report as well. Recipients of multi-year grants are required to submit annual reports.

The Foundation should be notified immediately of significant changes in the management of the organization, the project manager or the project itself.

It is understood that any portion of this grant not needed for the designated purpose will be repaid to the Foundation unless permission to do otherwise is expressly given by the Trustees.

In all public statements, the Trustees request that you acknowledge this grant as a gift from the Sudbury Foundation.

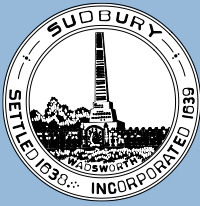
The Sudbury Foundation was established in 1952 by Sudbury residents Herbert and Esther Atkinson. The Foundation is guided by the Atkinsons' generosity and commitment to the people and places that brought meaning to their lives. The Foundation operates a local scholarship program and three geographically-focused nonprofit grantmaking programs.

Please sign and return one copy of this acknowledgment form to 326 Concord Road, Sudbury, MA 01776. A second copy has been provided for your records.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**CONSENT CALENDAR ITEM**

**13: Minutes approval**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of Nov. 30, 2015, and January 5, 2016

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of November 30, 2015, and January 5, 2016.

Background Information:

Attached draft

Financial impact expected:

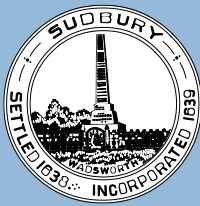
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

01/19/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN  
Tuesday, January 19, 2016

**CONSENT CALENDAR ITEM**

**14: MHP for Technical Assistance - Avalon**

REQUESTOR SECTION

Date of request:

Requestor: Jody Kablack, Director of Planning & Community Development

Formal Title: Vote to authorize the Chairman of the Board of Selectmen to sign the Massachusetts Housing Partnership (MHP) Application for Technical Assistance for the Avalon Sudbury project, as requested by Jody Kablack, Director of Planning & Community Development.

Recommendations/Suggested Motion/Vote: [Vote to authorize the Chairman of the Board of Selectmen to sign the Massachusetts Housing Partnership \(MHP\) Application for Technical Assistance for the Avalon Sudbury project, as requested by Jody Kablack, Director of Planning & Community Development.](#)

Background Information:  
Attached memo and application provided by Jody Kablack.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

01/19/2016 7:30 PM



# 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: Melissa Murphy-Rodrigues  
FROM: *jak* Jody Kablack, Director of Planning and Community Development  
RE: Chapter 40B Technical Assistance Application to MHP  
DATE: January 6, 2016

Attached please find an application to the Massachusetts Housing Partnership (MHP), which enables the Town to receive \$10,000 of technical assistance from an MHP-qualified consultant to process the pending Avalon Sudbury Comprehensive Permit application. A similar application was recently signed by the Board of Selectmen and ZBA Chairs for the Sudbury Station application. Sudbury is eligible to receive funds for both projects, although separate applications are required.

The Town has taken advantage of these funds in the past, receiving assistance from Ed Marchant for several Comprehensive Permit applications. For these applications, I recommend using Michael Jacobs, who is on the MHP list.

This is a worthwhile program and I recommend that we submit the application for the funds. The application requires the signature of the Chief Elected Official. Please schedule this on the earliest possible Selectmen's meeting agenda so that we can procure the consultant as soon as possible. The Site Approval Letter for the Avalon Sudbury project was received on Dec. 30, 2015, which enables the developer to submit their Comprehensive Permit application to the Town.

Attachment



MASSACHUSETTS HOUSING PARTNERSHIP  
Community Housing Initiatives

DATE: \_\_\_\_\_

MHP STAFF CONTACT: \_\_\_\_\_

## Ch. 40B Technical Review Assistance Application

Please speak to Community Housing Initiatives staff to discuss your project before requesting an application.  
Be sure to identify the contact you spoke with in the space provided above.

### CONTACT INFORMATION

MUNICIPAL CONTACT FOR APPLICATION: TITLE: <i>Jody Kablack</i> <i>Director of Plan + Comm Dev.</i>	ZBA CHAIR: <i>Jonathan O'Brien</i>	CHIEF ELECTED OFFICIAL: TITLE: <i>Patricia Brown, Selectman</i> <i>Chair</i>
ADDRESS: <i>278 Old Sudbury Rd</i> <i>S</i>	ADDRESS: <i>same</i>	ADDRESS: <i>same</i>
CITY/TOWN/ZIP <i>Sudbury MA 01776</i>	CITY/TOWN/ZIP <i>same</i>	CITY/TOWN/ZIP <i>same</i>
PHONE: FAX: <i>978-443-0756</i> <i>978-639-3387</i>	PHONE: FAX: <i>same</i>	PHONE: FAX: <i>same</i>
EMAIL: <i>Kablackj@sudbury.ma.us</i>	EMAIL: <i>appeals@sudbury.ma.us</i>	EMAIL: <i>BoardofSelectmen@sudbury.ma.us</i>

### PROJECT INFORMATION

PROJECT NAME: <i>Avalon Sudbury</i>	DEVELOPER: <i>Sudbury Avalon, Inc.</i>
PRINCIPALS: <i>Scott Dale, David Gillespie</i>	ATTORNEY: <i>Goulston + Storrs, Steven Schwartz</i>
CONSULTANTS: <i>VHB, Sanborn Head, The Architectural Team</i>	ENGINEER(S): <i>VHB</i>

#### DEVELOPMENT SITE & ZBA MEETINGS:

- Number of Units Proposed: Total: 250 Affordable: 63
- Project type: Rental  Homeownership \_\_\_\_\_
- What is the size of the site? \_\_\_\_\_ acres
- Date Permit Filed with ZBA: Pending
- What are the dates and times of regularly scheduled ZBA meetings for this project? First + Third Mondays  
7:30pm
- Have hearings already been held for this project? 0  
Dates: \_\_\_\_\_

To speak to Community Housing Initiatives staff about your project prior to submitting this application,  
call 617-330-9955

160 Federal Street, 2<sup>nd</sup> Floor, Boston, MA 02110

**SITE APPROVAL/ELIGIBILITY LETTER:**

7. What is the source of the site approval letter?  
MHP

If NEF, please provide the name of the bank: \_\_\_\_\_

Date of site approval letter: Dec. 23, 2015

Please include a copy of the site approval letter with your application.

8. Please describe the proposed development of the site including site description, surrounding area and adjacent uses, unique characteristics of site, design or building configuration. Feel free to attach supporting material.  
*250 units and clubhouse on approximately 18 acres of land zoned Limited Industrial. The property is currently in Industrial Use, which will be demolished + redeveloped.*
9. What are the main municipal concerns with the project?  
*Mitigating impacts of a large development*
10. What specific review issues would you like assistance?  
*Traffic  
 Wastewater Treatment  
 40B process      Conditions of Decision  
 Mitigation*
11. Do any municipal staff or ZBA members have prior experience reviewing comprehensive permits?  
*Yes, but there is limited staff capacity currently and we expect to be reviewing 2 large 40B applications concurrently.*
12. Does the municipality have a Master Plan or a Housing Plan that addresses affordable housing? Yes:  No:
- a. Is the plan DHCD certified? Yes:  No:
13. Has the municipality adopted Comprehensive Permit review rules? Yes:  No:
14. Who is the counsel for the ZBA on this project? *Barbara Saint Andre*

**What comprehensive permits have been submitted to the municipality in the last 10 years?**

NAME OF PROJECT	FUNDING SOURCE	APPROVED/DENIED	DATE

SIGNATURE OF CHIEF ELECTED OFFICIAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
*Patricia Brown, Chair, Bd of Selectmen*  
 PRINT NAME, TITLE:

SIGNATURE OF ZBA CHAIR: \_\_\_\_\_ DATE: \_\_\_\_\_  
*Jonathon O'Brien*  
 PRINT NAME:

To speak to Community Housing Initiatives staff about your project prior to submitting this application, call 617-330-9955  
 160 Federal Street, 2<sup>nd</sup> Floor, Boston, MA 02110



RECEIVED  
DEC 30 2015

BY: .....



Massachusetts  
Housing  
Partnership

December 23, 2015

Mr. David O. Gillespie  
Avalon Sudbury, Inc.  
c/o AvalonBay Communities, Inc.  
51 Sleeper Street, Suite 750  
Boston, MA 02210

160 Federal Street  
Boston, Massachusetts 02110  
Tel: 617-330-9955  
Fax: 617-330-1919

Re: Avalon Sudbury, Sudbury, MA (the "Project") - Determination of Project Eligibility under MHP's Permanent Rental Financing Program

Dear Mr. Gillespie:

462 Main Street  
Amherst, Massachusetts 01002  
Tel: 413-253-7379  
Fax: 413-253-3002

This letter is in response to your request for a determination of Project Eligibility under the provisions of the Commonwealth of Massachusetts comprehensive permit process (M.G.L. Chapter 40B Sections 20-23, 760 C.M.R. 56, and the Massachusetts Department of Housing and Community Development's (DHCD) Comprehensive Permit Guidelines) (collectively, the "Comprehensive Permit Rules") for the above-referenced Project. The Project, as proposed in your application dated November 5, 2015, shall consist of two hundred and fifty (250) rental housing units, consisting of one hundred and twenty-seven (127) one-bedroom units, ninety-seven (97) two-bedroom units and twenty-six (26) three-bedroom units located in thirty-one (31) two and three-story buildings on 17.6 acres at 526 & 528 Boston Post Road, Sudbury, Massachusetts. Parking for 450 cars will be provided in both garage and surface spaces. The Project will also include landscaped courtyards, a clubhouse with various indoor tenant amenities.

www.mhp.net

In connection with your request, and in accordance with the Comprehensive Permit Rules, MHP has performed an on-site inspection of the Project, and has reviewed initial pro forma and other pertinent information submitted by Avalon Sudbury, Inc. ("Applicant"), and has considered comments received from the Town of Sudbury.

Issues raised by the Town relative to traffic, drinking water, groundwater and surface water resources, wastewater treatment and drainage are appropriately addressed through the comprehensive permit process. While the Town expressed a desire for units affordable at the 50% of area median income (AMI) level, a concern about the eligibility of rental assistance voucher holders to rent the 80% AMI units, and the availability of units for developmentally disabled individuals, with anticipated increases in Section 8 payment standards, it is expected that the 80% AMI units will be available to lower-income voucher holders. The affirmative fair housing marketing and resident selection plan that will be required for the Project will ensure that the units will be made widely available to all populations. Local preference will be permitted in accordance with the Comprehensive Permit Rules to the extent that satisfactory evidence of the need for local preference is demonstrated by the Town. The Town raised a concern about some of the units containing dens, however, lease terms should not permit occupancy of dens as bedrooms. The bedroom mix has been adjusted slightly so that there are now seven (7) affordable 3-bedroom units. Issues such as mitigation of school, public safety, and resident service costs are outside the scope of Chapter 40B.

Based upon our review, we find the following:

- (i) The Project, as proposed, appears generally eligible under the requirements of MHP's Permanent Rental Financing Program (the "Program"), certain terms of which are set forth on Exhibit A, attached hereto, subject to final approval.
- (ii) The site of the proposed Project is generally appropriate for multifamily residential development. The location on Route 20 provides access to shopping immediately across the street and the Sudbury downtown commercial and municipal services area is within 1.5 miles. Sudbury is accessible to I-495 and I-95/Route 128 employment areas as well as commuter rail service to Boston and Worcester.

The Town of Sudbury's Subsidized Housing Inventory (SHI) is 6.03%. Sudbury's 2001 Master Plan and 2011 Housing Production Plan included the subject site as appropriate for mixed-use multifamily development.

Sudbury has two bylaws to allow age-restricted housing by Special Permit, neither with affordability requirements. Apartments over retail/office is allowed by Special Permit in the Village Business district however, according to the Master Plan, the lack of wastewater infrastructure precludes that from being usable. The prior municipal actions do not warrant a conclusion that the Project site is not appropriate for residential development.

- (iii) The proposed conceptual Project design is generally appropriate for the site. The site design creates a town green center for the community with clubhouse and open space. The architecture is reflective of the residential architecture in Sudbury. Stone veneers and painted siding, balconies, and inserts provide variations and reduce massing.
- (iv) Based upon comparable rentals and potential competition from other projects, the proposed Project appears financially feasible within the Sudbury area market.
- (v) The Project appears financially feasible on the basis of estimated development and operating costs set forth in the initial pro forma provided by the Applicant and a land value determination consistent with the Comprehensive Permit Rules. In addition, the Project budgets are consistent with the Comprehensive Permit Rules relative to cost examination and limitations on profit and distributions.
- (vi) The Project will be owned by the Applicant, a single-purpose entity affiliate of AvalonBay Communities, Inc., and will be subject to MHP's limited dividend requirements. The Applicant meets the general eligibility standards of the Program; and
- (vii) The Applicant controls the site through a Purchase and Sale Agreement.

This letter is intended to be a written preliminary determination of Project Eligibility under the Comprehensive Permit Rules, establishing fundability by a subsidizing agency under a low and moderate income housing subsidy program, which qualifies the Project for consideration for a Comprehensive Permit under M.G.L. Chapter 40B.

This preliminary determination of eligibility is subject to final review of eligibility and final approval by MHP, and is expressly limited to the specific Project proposed in the request for determination

of Project Eligibility submitted to MHP and subject to the minimum affordability and additional requirements set forth in Exhibit A hereto. The requirements of the Comprehensive Permit must not result in a loan to value ratio exceeding MHP requirements. Changes to the proposed Project, including without limitation, alterations in unit mix, proposed rents, development team, unit design, development costs and/or income restrictions may affect eligibility and final approval. Accordingly, you are encouraged to keep MHP informed of the status and progress of your application for a Comprehensive Permit and any changes to the Project that may affect program eligibility and/or financial projections. In addition, MHP requires that it be notified (1) when the applicant applies to the local ZBA for a comprehensive permit; (2) when the ZBA issues a decision; and (3) when any appeals are filed.

Please note that this preliminary determination of Project Eligibility is not a commitment or guarantee of or by MHP for financing, either expressed or implied, and, in the event that you determine not to apply to MHP for permanent financing and/or in the event that your application for permanent financing with MHP is denied, this letter shall be of no further force and effect. Also, please note that this letter shall be of no force or effect if the applicant has not filed for a Comprehensive Permit within two years of the date of this letter.

Final review and approval under the Comprehensive Permit Rules will be undertaken by MHP only in conjunction with an application to MHP for permanent mortgage financing for the Project. After the issuance of a Comprehensive Permit for the Project, MHP would be pleased to entertain a request for permanent mortgage financing pursuant to and in accordance with MHP's standard underwriting process. At that time, MHP shall require a complete loan application, a copy of the decision of the ZBA and any amendments thereto, a copy of the decision, if any, by the Housing Appeals Committee and revised preliminary plans and designs, if applicable, as well as such additional documents and information as is required as part of the loan underwriting process.

Should you have any comments or questions concerning this letter, please contact David P. Rockwell, Director of Lending at 617-330-9944 x222, drockwell@mhp.net.

Sincerely,



Richard A. Mason  
Deputy Director of Lending

cc: Roberta Rubin, Chief Counsel, Department of Housing and Community Development  
Patricia Brown, Chair, Board of Selectmen, Town of Sudbury  
Jonathan F.X. O'Brien, Chair, Zoning Board of Appeals, Town of Sudbury  
Jody Kablack, Director of Planning and Community Development, Town of Sudbury

## EXHIBIT A

**Affordability  
Requirements:**

At least sixty-three (63) of the units must be affordable to households earning up to eighty percent (80%) of the median area income. Such units shall include thirty-two (32) one-bedroom apartments, twenty-four (24) two-bedroom apartments and seven (7) three-bedroom apartments. The affordability requirements will be documented through an affordable housing agreement that will be recorded prior to the mortgage and shall create covenants running with the Property for a minimum period of thirty (30) years. Comprehensive permit requirements may extend the affordability requirements beyond the initial 30-year term.

**Limited  
Dividend  
Policy:**

The owner must comply with MHP's limited dividend policy.



MASSACHUSETTS HOUSING PARTNERSHIP  
Community Housing Initiatives

DATE: \_\_\_\_\_

MHP STAFF CONTACT: \_\_\_\_\_

## Ch. 40B Technical Review Assistance Application

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Jody Kablack Director of Plan + Comm Dev.		Jonathan O'Brien	Patricia Brown,	Selectman Chair
ADDRESS: 278 Old Sudbury Rd S		ADDRESS: same	ADDRESS: same	
CITY/TOWN/ZIP Sudbury MA 01776		CITY/TOWN/ZIP same	CITY/TOWN/ZIP same	
PHONE: 978-639-3387 FAX: 978-443-0756		PHONE: same FAX: same	PHONE: same FAX: same	
EMAIL: Kablackj@sudbury.ma.us		EMAIL: appeals@sudbury.ma.us	EMAIL: BoardofSelectmen@sudbury.ma.us	

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PRINCIPALS: Scott Dale, David Gillespie	ATTORNEY: Goulston + Storrs, Steven Schwartz
CONSULTANTS: VHB, Sanborn Head, The Architectural Team	ENGINEER(S): VHB

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- Have hearings already been held for this project? 0  
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Traffic  
Wastewater Treatment

10. What specific review issues would you like assistance?

40B process      Conditions of Decision  
Mitigation

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14. Who is the counsel for the ZBA on this project? Barbara Saint Andre

**What comprehensive permits have been submitted to the municipality in the last 10 years?**

NAME OF PROJECT	FUNDING SOURCE	APPROVED/DENIED	DATE

SIGNATURE OF CHIEF ELECTED OFFICIAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
Patricia Brown, Chair, Bd of Selectmen  
PRINT NAME, TITLE:

SIGNATURE OF ZBA CHAIR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jonathon O'Brien  
PRINT NAME:

To speak to Community Housing Initiatives staff about your project prior to submitting this application, call 617-330-9955  
160 Federal Street, 2<sup>nd</sup> Floor, Boston, MA 02110