

SUDBURY SELECT BOARD  
TUESDAY FEBRUARY 24, 2026  
7:00 PM, REMOTE

**REVISED AGENDA – FULLY REMOTE**

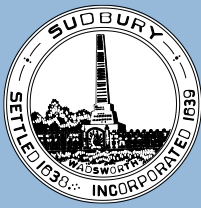
Click the link below to join the Select Board meeting via Zoom:  
<https://us02web.zoom.us/j/360217080>  
 For audio only, call the number below and enter the meeting ID on your telephone keypad.  
 Dial-in number: 978-639-3366 or 470-250-9358

Item #	Time	Action	Item
	7:00 PM		CALL TO ORDER
			Opening remarks by Chair
			Reports from Town Manager
			Reports from Select Board
			Public comments
<b>CONSENT CALENDAR</b>			
1.		<i>VOTE</i>	Vote to appoint Adam Burney as representative to the Minuteman Advisory Group of Interlocal Coordination (MAGIC) with term to expire 5/31/2026
2.		<i>VOTE / SIGN</i>	Review and approve Select Board/Town Manager Annual Town Report for 2025
3.		<i>VOTE / SIGN</i>	Vote to sign Annual Town Election Warrant for March 30 2026, which must be posted and delivered to residents by March 23, 2026.
<b>PUBLIC HEARING</b>			
4.	7:30 PM	<i>VOTE / SIGN</i>	As the Licensing Authority for the Town of Sudbury, in accordance with MGC c138, s. 15, vote to approve a new common victualler and all alcohol license for RH Sudbury MA LLC, dba Ramen Haven of 530 Boston Post Road, Unit A
<b>MISCELLANEOUS</b>			
5.		<i>VOTE</i>	Elevate Alexander Dorjets from associate member of the Zoning Board of Appeals to full member with term to expire 5/31/2027
6.		<i>VOTE</i>	Vote to appoint Louis Petrovic, 26 Dunster Road, as a member of the Council on Aging for a term ending 5/31/2027
7.		<i>VOTE</i>	Vote to appoint Jonathan Harding, 55 Bay Drive, as a member of the Council on Aging for a term ending 5/31/2027

*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. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible. The Chair reserves the right to accept public comment on any item and may establish time limits.*

<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
8.		<i>VOTE</i>	Review and discuss order of 2026 Annual Town Meeting articles
9.		<i>VOTE</i>	Discuss and vote to approve Board and Committee Handbook
10.		<i>VOTE</i>	Discussion of Sewataro Resident Swim Program
11.		<i>VOTE</i>	Liberty Ledge / Sewataro Discussion and vote Compilation document and Discussion regarding next steps, including but not limited to, the formation of a Committee
12.		<i>VOTE</i>	Release legal opinion regarding Haskell Field
13.		<i>VOTE</i>	Review and Approve Minutes: <ul style="list-style-type: none"> <li>• December 16, 2025</li> <li>• January 6, 2026</li> <li>• January 20, 2026</li> </ul>
14.		<i>VOTE</i>	Upcoming Items

*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. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible. The Chair reserves the right to accept public comment on any item and may establish time limits.*



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**CONSENT CALENDAR ITEM**

**1: Vote to Appoint Adam Burney as representative to MAGIC**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Vote to Appoint Adam Burney as representative to MAGIC

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

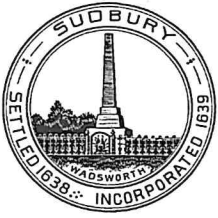
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM



# Town of Sudbury


Planning & Community Development Department

Adam R. Burney, MPA, Director

Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776  
978-639-3387  
Fax : 978-639-3314

[www.sudbury.ma.us/pcd](http://www.sudbury.ma.us/pcd)  
[BurneyA@sudbury.ma.us](mailto:BurneyA@sudbury.ma.us)

To: Lisa Kouchakdjian, Chair  
Sudbury Select Board

From: Adam R. Burney, MPA   
Director of Planning & Community Development

Date 18 February 2026

RE: Minuteman Advisory Group on Interlocal Coordination (MAGIC) Representation

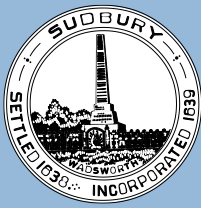
As you are aware the Town of Sudbury has two representative seats on the MAGIC group, one of which is currently held by the current Select Board Chair; the other seat is intended for a representative from the Planning Board.

I recently inquired with the MAGIC Coordinators as to who was appointed to the Town's second seat and it appears that there is not a current appointee. This conversation also included information from MAGIC Staff that indicated that in general the preference is that the one of the seats be filled by a representative of the Select Board and the second is preferred to be a representative of the Planning Board. At the meeting of 11 February 2026, I raised the issue of the Planning Board putting forth a candidate to the Select Board for appointment to this seat. After a brief discussion it was evident that none of the current members have the capacity to participate as the representative for the MAGIC group and the Board recommended that I be appointed as the Planning Board representative.

The Board feels that as I attend the majority of the MAGIC events and meetings, attend all the Planning Board meetings, and work closely with a variety of Town entities I am in a position to represent the Planning Board's perspective and convey pertinent information from the MAGIC events to it.

Therefore, I am respectfully requesting that the Select Board appoint me as the second MAGIC Representative.

Please let me know if I can provide additional information or be of further assistance.



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**CONSENT CALENDAR ITEM**

**2: Review and approve SB & TM 2025 Annual Town Report**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Review and approve Select Board / Town Manager Annual Town Report for 2025

Recommendations/Suggested Motion/Vote: Review and approve Select Board / Town Manager Annual Town Report for 2025

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM

## Select Board/Town Manager Annual Report 2025

The past year saw continued progress on many endeavors for the Select Board and Town Manager.

The March 2025 Annual Town Election saw the reelection of Lisa Kouchakdjian and the election of Radha Gargeya to the Select Board. After the conclusion of the Annual Town Meeting the Board elected Lisa Kouchakdjian as Chair and Janie Dretler as Vice Chair.

Two Town Meetings were held in 2025. The Annual Town Meeting convened on May 5. Following the prior year's efforts to improve efficiency, the Board and the Moderator continued to make greater use of the consent calendar which groups together warrant articles that generally elicit little controversy or debate. Fifty-six articles were on the Annual Town Meeting warrant and several were indefinitely postponed. Town Meeting adjourned after three nights.

A Special Town Meeting was held on December 1, 2025. This was necessitated by the need to appropriate funds for the replacement of roofs at the Nixon and Haynes elementary schools. Both schools were admitted into the Massachusetts School Building Association's (MSBA) Accelerated Repair Program. The MSBA is reimbursing 41.32% of the costs associated with the roof replacements. The roof projects were approved and a Special Town Election approved debt exclusions for each, allowing the Town to tax beyond the limits of Proposition 2 ½. There were nine articles on the Special Town Meeting warrant.

The Bruce Freeman Rail Trail (BFRT) from the Concord town line to the Diamond is largely complete. The Massachusetts Department of Transportation (MassDOT) and its contractor continue to work through punch list items. The next phase of the BFRT, from the Diamond to the Framingham line, is in design and has been approved for State and Federal funding. Construction is several years away.

With the conclusion of the Eversource underground transmission project, the former MBTA railroad right of way was redeveloped as the Mass. Central Rail Trail. This is a Mass. Department of Conservation & Recreation (DCR) project running from the Eversource substation near the Wayland town line to the Hudson substation. The project is substantially complete.

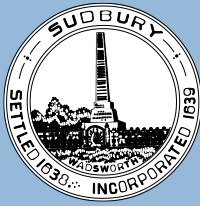
The Select Board's Policies & Procedures Subcommittee made significant progress reviewing and updating the Board's policies. Numerous dated and unnecessary policies were rescinded. The Policy webpage is more accurate than it has been in many years. The Committee is made up of Lisa Kouchakdjian and Dan Carty, with Town Manager Andy Sheehan providing support.

The Board was happy to support several community events during 2025. These included Locally Grown Sudbury, Pride Day, the Independence Day Parade, and the Holiday Village. These events are well received by residents and have proven to be a nice way to bring the community together. A number of events related to the 250<sup>th</sup> anniversary of Patriots Day and the start of the American War of Independence were also held. These were spearheaded by the Sudbury 250 Committee.

Significant progress was made in the area of financial management. The Board adopted several financial management policies, began a review of the Financial Policies Manual, and is proposing a special purpose stabilization fund for vocational education. The Town unveiled a 15-year capital improvement plan. This collected and itemized all capital projects for the Town, Sudbury Public Schools, and Lincoln Sudbury School District. It is an important financial planning effort that will help decision makers plan for the replacement and repair of capital assets. It will be updated annually.

The Town completed a Route 20 Corridor Study that will kick-off redevelopment and economic revitalization of this important transportation and commercial corridor. The Board approved the Housing Production Plan, which detailed a vision for the future of the town's housing and to address housing needs.

The Board thanks the many board and committee members and volunteers that contribute their time and knowledge. Thank you also to SudburyTV for documenting so many public meetings and events and providing robust access. Thank you to all the committed and talented Town staff for delivering exceptional service to residents on a daily basis. Finally, thank you to the residents, businesses, and non-profits who contribute so much to making Sudbury such a wonderful and rich community. We look forward to the many accomplishments we will embrace in the year ahead.



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**CONSENT CALENDAR ITEM**

**3: Vote to sign Annual Town Election Warrant for March 30 2026**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Vote to sign Annual Town Election Warrant for March 30 2026, which must be posted and delivered to residents by March 23, 2026.

Recommendations/Suggested Motion/Vote: Vote to sign Annual Town Election Warrant for March 30 2026, which must be posted and delivered to residents by March 23, 2026.

Background Information:

Financial impact expected:

Approximate agenda time requested:

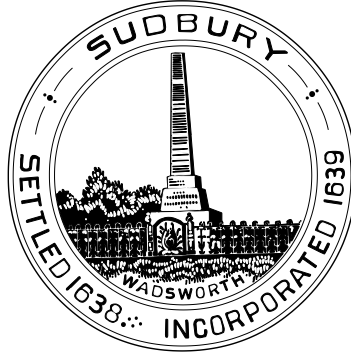
Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM

# Town of Sudbury Massachusetts



## 2026 OFFICIAL WARRANT ANNUAL TOWN ELECTION

Including Regional District School Committee

**Monday, March 30, 2026**

Polls Open 7:00 A.M. to 8:00 P.M.

Precincts 1, 2, 3 4, 5, & 6 - Fairbank Community Center, 40 Fairbank Road

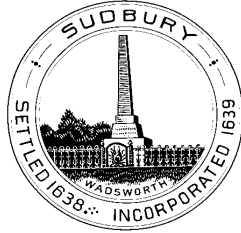
Select Board  
Sudbury, MA 01776

U.S. POSTAGE  
PAID  
Permit No. 4  
Sudbury, MA 01776  
ECRWSS

POSTAL PATRON  
SUDBURY  
MASSACHUSETTS 01776

ANNUAL TOWN ELECTION  
Monday, March 30, 2026

Attachment 1.3.a: 3. 2026 ATE Warrant (6934 : Vote to sign Annual Town Election Warrant for March 30 2026)



Commonwealth of Massachusetts  
Middlesex, ss.

To the Constable of the Town of Sudbury:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Sudbury, qualified to vote in Town Elections, that voters residing in Precincts 1, 2, 3, 4, 5, and 6 should meet at the Fairbank Community Center in said Town on Monday, March 30, 2026, at seven o'clock in the forenoon then and there to choose by official ballot in accordance with law, one member of the Select Board, one member of the Board of Assessors, two Goodnow Library Trustees, one member of the Board of Health, one member of the Park and Recreation Commission, one member of the Planning Board, and two members of the Sudbury School Committee all for three years. Included as part of the Annual Town Election will be an election of two members for three years each to the Lincoln-Sudbury Regional District School Committee.

Polls will open at seven o'clock in the forenoon and will be closed at eight o'clock in the evening.

And you are required to serve this Warrant by posting an attested copy thereof at the Town Hall at least seven days before the time appointed for such election.

Hereof fail not and make due return of the Warrant by your doing thereon to the Town Clerk, at or before the time of election aforesaid.

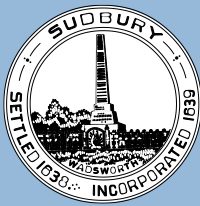
Given under our hands this \_\_\_\_ day of \_\_\_\_\_, 2026.

**SUDBURY SELECT BOARD**

_____	_____
Lisa V. Kouchakdjian	Janie W. Dretler
_____	_____
Daniel E. Carty	Radha R. Gargeya
_____	
Charles G. Russo	

YOUR PRECINCT and or POLLING PLACE IN SUDBURY MAY HAVE CHANGED FOLLOWING THE 2020 FEDERAL CENSUS. Voters are encouraged to see their Annual Census or visit [www.sec.state.ma.us/wheredoivotema](http://www.sec.state.ma.us/wheredoivotema) to verify current precinct information.

Attachment 1.3.a: 3. 2026 ATE Warrant (6934 : Vote to sign Annual Town Election Warrant for March 30 2026)



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**PUBLIC HEARING**

**4: Vote to Approve new All Alcohol and Common Victualler licenses for Ramen Haven**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: As the Licensing Authority for the Town of Sudbury, in accordance with MGC c138, s. 15, vote to approve a new common victualler and all alcohol license for RH Sudbury MA LLC, dba Ramen Haven of 530 Boston Post Road, Unit A

Recommendations/Suggested Motion/Vote: As the Licensing Authority for the Town of Sudbury, in accordance with MGC c138, s. 15, vote to approve a new common victualler and all alcohol license for RH Sudbury MA LLC, dba Ramen Haven of 530 Boston Post Road, Unit A

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM

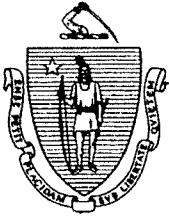
## NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- ✓ **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- ✓ **Monetary Transmittal Form**
- ✓ **New Retail Application**
- ✓ **Manager Application**
- ✓ **Vote of the Entity**
- ✓ **Business Structure Documents**
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- ✓ **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- ✓ **Proof of Citizenship/Qualified Alien** for the proposed Manager of Record (*Manager must be a U.S citizen or a Qualified Alien under the Immigration and Nationality Act, 8 U.S.C. 1101*). Please Include one of the following:
  - U.S. Passport
  - Voter's Certificate
  - Birth Certificate
  - Naturalization Papers
  - Permanent Resident Card "Green Card"
  - Employment Authorization Document
- ✓ **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- ✓ **Legal Right to Occupy**, a lease or deed.
  - Floor Plan
- ✓ **Abutter's Notification**
- ✓ **Advertisement**
  - **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- ✓ **Management Agreement**, if applicable, requires the following:
  - Management Agreement Application
  - Management Agreement
  - Vote of the Entity
  - CORI Forms for all listed in Section 11 and attachments

*Please Note: You may be requested to submit additional supporting documentation if necessary.*

REC'D TOWN OF SUDBURY  
FEB 4 2026 AM 11:32



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/  
Directors/LLC Managers
- Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	§12 Restaurant	All Alcoholic Beverages	Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

On-premise restaurant & bar. The concept will be Japanese food (Ramen, Ricebowl) with sake and cocktail served

Is this license application pursuant to special legislation?

Yes  No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name: RH Sudbury MA LLC FEIN: 41-2967162

DBA: Ramen Haven Manager of Record: Jinyin Guan

Street Address: 20 Summer Street, Northborough MA 01532

Phone: [Redacted] Email: [Redacted]

Alternative Phone: [Redacted] Website: [Redacted]

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Address 530 A Boston Post Road Sudbury MA 01776. Only one floor including indoor and outdoor seating. Total door space 2650 sqft. Total outdoor space 220 sqft

Total Square Footage:	2870	Number of Entrances:	1	Seating Capacity:	72
Number of Floors:	1	Number of Exits:	2	Occupancy Number:	24-15

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Jinyin Guan Phone: [Redacted]

Title: Owner Email: [Redacted]

5. CORPORATE STRUCTURE

Entity Legal Structure  Date of Incorporation

State of Incorporation  Is the Corporation publicly traded?  Yes  No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director/ LLC Manager  Yes  No US Citizen  Yes  No MA Resident  Yes  No

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director/ LLC Manager  Yes  No US Citizen  Yes  No MA Resident  Yes  No

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director/ LLC Manager  Yes  No US Citizen  Yes  No MA Resident  Yes  No

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director/ LLC Manager  Yes  No US Citizen  Yes  No MA Resident  Yes  No

Name of Principal  Residential Address  SSN  DOB

Title and or Position  Percentage of Ownership  Director/ LLC Manager  Yes  No US Citizen  Yes  No MA Resident  Yes  No

Additional pages attached?  Yes  No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes [ ] No [x] If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Table with 4 columns: Name, License Type, License Name, Municipality. All cells are empty.

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes [ ] No [x] If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Table with 4 columns: Name, License Type, License Name, Municipality. All cells are empty.

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes [ ] No [x] If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Table with 4 columns: Date of Action, Name of License, City, Reason for suspension, revocation or cancellation. All cells are empty.

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
• If leasing or renting the premises, a signed copy of the lease is required.
• If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
• If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name BPR DEVELOPMENT LLC

Landlord Phone [Redacted]

Landlord Email [Redacted]

Landlord Address 2310 Washington Street Newton Lower Falls, MA 02462

Lease Beginning Date 12/4/2025

Rent per Month [Redacted]

Lease Ending Date 12/3/2035

Rent per Year [Redacted]

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes [ ] No [x]

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and

**8. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	57000
C. Other * (Please specify below)	100000
D. Total Cost	157000

\*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

**SOURCE OF CASH CONTRIBUTION**

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Hongwen Xu	152000
RH Sudbury MA LLC	5000
Total:	157000

**SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Other cost includes renovation of the current space (cosmetics on paint, electrical upgrades and plumbing upgrades). Sources of fund are provided by personal loan from Hongwen Xu (aunt) and the LLC itself (new)

**9. PLEDGE INFORMATION**

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

Please indicate what you are seeking to pledge (check all that apply)  License  Stock  Inventory

To whom is the pledge being made?

**10. MANAGER APPLICATION**

**A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name **Zhixuan Ying** Date of Birth [Redacted] SSN [Redacted]

Residential Address **20 Summer Street Northborough MA 01532**

Email [Redacted] Phone [Redacted]

Please indicate how many hours per week you intend to be on the licensed premises **60**

**B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act?  Yes  No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

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

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
05/01/2025	08/01/2025	Operation Manager	RH Hudson MA LLC	Jinyin Guan

**D. PRIOR DISCIPLINARY ACTION**

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  Yes  No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature **Zhixuan Ying** Date **01/28/2026**

### 11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?  
If yes, please fill out section 11.

Yes  No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

### 11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**  
 Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
 If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

### 11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

#### LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and

**11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 11A, and applicable attachments, 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 in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

**11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**11F. TERMS OF AGREEMENT**

- a. Does the agreement provide for termination by the licensee? Yes  No
- b. Will the licensee retain control of the business finances? Yes  No
- c. Does the management entity handle the payroll for the business? Yes  No

d. Management Term Begin Date  e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

**ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

[Empty space for providing additional information]

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and

**APPLICANT'S STATEMENT**

I, Jinyin Guan the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory  
of RH Sudbury MA LLC  
Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;
- (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 ownership 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.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Jinyin Guan

Date: 01/20/2026

Title: Owner

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and

**ENTITY VOTE**

The Board of Directors or LLC Managers of   
Entity Name

duly voted to apply to the Licensing Authority of   
City/Town and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/  
Directors/LLC Managers
- Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

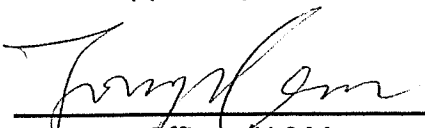
“VOTED: To authorize   
Name of Person

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

“VOTED: To appoint   
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,

  
Corporate Officer/LLC Manager Signature

Jinyin Guan  
(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)

**ADDENDUM A**

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed  
(Write "NA" if this is the entity being licensed)

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Yes  No

Yes  No

Yes  No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: [ ] LICENSEE NAME: [ ] CITY/TOWN: [ ]  
(IF EXISTING LICENSEE)

**APPLICANT INFORMATION**

LAST NAME: Guan FIRST NAME: Jinyin MIDDLE NAME: [ ]  
MAIDEN NAME OR ALIAS (IF APPLICABLE): [ ] PLACE OF BIRTH: USA  
DATE OF BIRTH: [ ] SSN: [ ] ID THEFT INDEX PIN (IF APPLICABLE): [ ]  
MOTHER'S MAIDEN NAME: Zhou DRIVER'S LICENSE #: [ ] STATE LIC. ISSUED: Massachusetts  
GENDER: MALE HEIGHT: 5 7 WEIGHT: 180 EYE COLOR: Brown  
CURRENT ADDRESS: 77 Knollwood Circle  
CITY/TOWN: Weymouth STATE: MA ZIP: 02188  
FORMER ADDRESS: [ ]  
CITY/TOWN: [ ] STATE: [ ] ZIP: [ ]


**PRINT AND SIGN**

PRINTED NAME: Jinyin Guan APPLICANT/EMPLOYEE SIGNATURE: *Jinyin Guan*

**NOTARY INFORMATION**

On this 02/01/2026 before me, the undersigned notary public, personally appeared Jinyin Guan  
(name of document signer), proved to me through satisfactory evidence of identification, which were Massachusetts Driver's License  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.  
*April Ridley-Cutts*  
NOTARY

Notarized remotely online using communication technology via Proof.

  
April Ridley-Cutts  
REGISTRATION NUMBER 00358833  
COMMISSION EXPIRES July 31, 2029

**DIVISION USE ONLY**

REQUESTED BY: [ ]  
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE  
The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:		CITY/TOWN:	
---	--	----------------	--	------------	--

**APPLICANT INFORMATION**

LAST NAME:	Ying	FIRST NAME:	Zhixuan	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Taizhou					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Danhong Xu	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	FEMALE	HEIGHT:	5	3	WEIGHT:	121 lbs	EYE COLOR:	Brown
CURRENT ADDRESS:	20 Summer St. Unit 2							
CITY/TOWN:	Northborough	STATE:	MA	ZIP:	01532			
FORMER ADDRESS:	270 Babcock St. APT 14C							
CITY/TOWN:	Boston	STATE:	MA	ZIP:	02215			

**PRINT AND SIGN**

PRINTED NAME:	Zhixuan Ying	APPLICANT/EMPLOYEE SIGNATURE:	<i>Zhixuan Ying</i>
---------------	--------------	-------------------------------	---------------------

**NOTARY INFORMATION**

On this 01/20/2026 before me, the undersigned notary public, personally appeared Zhixuan Ying  
 (name of document signer), proved to me through satisfactory evidence of identification, which were PASSPORT  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

	<i>Ana R Valentin Hernandez</i> NOTARY
--	---

Notarized remotely online using communication technology via Proof.

**DIVISION USE ONLY**

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.





### CERTIFICATE OF COMPLETION

This certifies that

Zhixuan Ying

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**

Hours  
3.00

Completion Date  
01/20/2026

Expiration Date  
01/19/2029

Certificate #  
ON-000040580242

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued: 01/20/2026  
Certificate #: ON-000040580242

Zhixuan Ying  
20 Summer Street  
Northborough MA 01532

**CERTIFIED**

Expires: 01/19/2029



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

This card was issued for successful completion of the TIPS program.

Signature \_\_\_\_\_

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and



Receipt Number IOE9193005989	USCIS Account Number 014181812453	Case Type I765 - APPLICATION FOR EMPLOYMENT AUTHORIZATION
Received Date 11/25/2025	Priority Date 11/25/2025	Applicant A141 764 861 YING, ZHIXUAN
Notice Date 01/23/2026	Page 1 of 1	
YING, ZHIXUAN 20 SUMMER ST NORTHBOROUGH MA 01532-2636		Notice Type: Approval Notice Class: C03B Valid from 03/09/2026 to 03/08/2027
<p><b>We have approved your application for employment authorization.</b> We will send your Employment Authorization Document (EAD) (also known as an EAD card or Form I-766) to you separately. Your EAD card should be produced within one to two weeks. Your EAD card will be mailed via U.S. Postal Service (USPS) Priority Mail with Delivery Confirmation to the address you designated. The time frame in which you will receive your EAD card may vary, depending on USPS delivery times. Please allow a total of 30 days from approval before inquiring with USCIS. We encourage you to use Case Status Online <a href="https://egov.uscis.gov/">https://egov.uscis.gov/</a> to find your USPS tracking number for EAD card delivery. If you have not received your EAD card within this time frame, please visit <a href="https://egov.uscis.gov/e-request/Intro.do">https://egov.uscis.gov/e-request/Intro.do</a> for instructions on how to submit an inquiry.</p> <p>Your EAD card is proof that you are allowed to work in the United States. Show the card to your employer to verify your authorization to work during the dates on the card. You cannot use this approval notice as proof of your employment authorization.</p> <p>When you receive your EAD card, please check that all the information on the card is correct. If you need to change any information on the card, please mail all of the following to the office listed below:</p> <ul style="list-style-type: none"> <li>• A letter explaining what information needs to be corrected,</li> <li>• Your EAD card,</li> <li>• A photocopy of this notice, and</li> <li>• Evidence to show what the correct information should be. For example, if you need to correct your name, submit a copy of your birth certificate or official name change.</li> </ul> <p><u>If You Have a Pending Form I-485</u></p> <p>If you have a pending or approved Form I-140 and a pending Form I-485, you may request to change employers if your Form I-485 has been pending for at least 180 days. In order to do so, you need to submit documentation about your new job offer. For more information on how to request a change of employers and what information you must submit, please visit the USCIS website at <a href="http://www.uscis.gov">www.uscis.gov</a>.</p> <p>If your EAD card expires before we make a final decision on your Form I-485, you may apply for a new EAD card.</p> <p><b>THIS FORM IS NOT A VISA AND MAY NOT BE USED IN PLACE OF A VISA OR EVIDENCE OF EMPLOYMENT AUTHORIZATION.</b></p> <p><b>NOTICE:</b> Although this application or petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify this information before and/or after making a decision on your case so we can ensure that you have complied with applicable laws, rules, regulations, and other legal authorities. We may review public information and records, contact others by mail, the internet or phone, conduct site inspections of businesses and residences, or use other methods of verification. We will use the information obtained to determine whether you are eligible for the benefit you seek. If we find any derogatory information, we will follow the law in determining whether to provide you (and the legal representative listed on your Form G-28, if you submitted one) an opportunity to address that information before we make a formal decision on your case or start proceedings.</p>		
Please see the additional information on the back. You will be notified separately about any other cases you filed.		
USCIS encourages you to sign up for a USCIS online account. To learn more about creating an account and the benefits, go to <a href="https://www.uscis.gov/file-online">https://www.uscis.gov/file-online</a> .		
SCOPS TEXAS FACILITY U.S. CITIZENSHIP & IMMIGRATION SVC 6046 N BELT LINE RD. IRVING TX 75038-0001		
USCIS Contact Center: <a href="http://www.uscis.gov/contactcenter">www.uscis.gov/contactcenter</a>		

Your Information

Payment

Receipt

### Payment Confirmation

**YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT**

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: e7b3a9e2-3183-4f71-aa0f-6b9990929b60

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Ramen Haven	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: **\$4.18**

Date Paid: **1/28/2026 9:41:54 AM EDT**

Total Amount Paid: **\$204.18**

**Payment On Behalf Of**

**License Number or Business Name:**  
Ramen Haven

**Fee Type:**  
FILING FEES-RETAIL

**Billing Information**

**First Name:**  
RH Sudbury MA LLC

**Last Name:**

**Address:**  
20 Summer Street

**City:**  
Northborough

**State:**  
MA

**Zip Code:**  
01532

**Email Address:**  
[REDACTED]

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and



P.O. Box 15284  
Wilmington, DE 19850

**Customer service information**

- Customer service: 1.800.432.1000
- En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

HONGWEN XU  
806 LEDGEWOOD WAY  
CLINTON, MA 01510-3940

## Your Adv Plus Banking

for November 18, 2025 to December 18, 2025

**HONGWEN XU**

### Account summary

Beginning balance on November 18, 2025	\$317,650.97
Deposits and other additions	2,200.00
Withdrawals and other subtractions	-6,781.02
Checks	-0.00
Service fees	-0.00
<b>Ending balance on December 18, 2025</b>	<b>\$313,069.95</b>



## Products and solutions to move your business forward

- Business Fundamentals® Checking - now with no monthly fee on new accounts for 12 months
- Business credit cards
- Named among Best Banks for Small Business by SmartAsset\*

**Scan to learn more and get started.**

\* SmartAsset.com 2025

When you use the QRC feature, certain information is collected from your mobile device for business purposes. This credit card program is issued and administered by Bank of America, N.A. Banking products are provided by Bank of America, N.A., Members FDIC as well as affiliates and other subsidiaries of Bank of America Corporation.



SSM-03-25-0560.B | 7786995

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**How to Contact Us** - You may call us at the telephone number listed on the front of this statement.

**Updating your contact information** - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

**Electronic transfers: In case of errors or questions about your electronic transfers** - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting other problems** - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2025 Bank of America Corporation

Bank of America, N.A. Member FDIC and



Equal Housing Lender



HONGWEN XU | [REDACTED]

November 18, 2025 to December 18, 2025

### Deposits and other additions

Date	Description	Amount
11/18/25	RH Hudson MA LLC DES:3383B51812 ID:25111713170750 INDN:HONGWEN XU CO ID:XXXXXXXXX PPD	2,000.00
11/24/25	C/H ACCOUNTING CREDIT ADJUSTMENT	200.00
<b>Total deposits and other additions</b>		<b>\$2,200.00</b>

### Withdrawals and other subtractions

Date	Description	Amount
11/18/25	SPECTRUM DES:SPECTRUM ID:5113526 INDN:HONGWEN XU CO ID:0000358635 PPD	-70.00
11/21/25	PURCHASE 1121 UBER * PENDING San FranciscoCA	-19.59
11/21/25	CHECKCARD 1121 UBER *TRIP San FranciscoCA	-11.51
11/21/25	PURCHASE 1121 UBER * PENDING San FranciscoCA	-28.21
11/24/25	CHECKCARD 1122 UBR* PENDING.U San FranciscoCA	-16.26
11/25/25	CHECKCARD 1125 UBR* PENDING.U San FranciscoCA	-99.69
11/25/25	CHECKCARD 1125 UBER *TRIP San FranciscoCA	-2.00
11/25/25	CHECKCARD 1125 UBER *TRIP San FranciscoCA	-86.14
11/28/25	PURCHASE 1127 textguard Dover DE	-19.99
11/28/25	CHECKCARD 1128 UBR* PENDING.U San FranciscoCA	-27.73
12/01/25	NEWREZ-SHELLPOIN DES:ACH PMT ID:0695696757 INDN:XU HONGWEN CO ID:6371542226 PPD	-5,940.70
12/04/25	PURCHASE 1204 UBER * PENDING San FranciscoCA	-32.05
12/09/25	CHECKCARD 1208 GRAMMARLY* 395KVXS GRAMMARLY.COMCA 24011345342100122383020 RECURRING	-31.88
12/09/25	CHECKCARD 1209 TMOBILE PREPD-BELLEVUE WA	-42.50
12/10/25	PURCHASE 1209 UBER * PENDING San FranciscoCA	-29.96
12/12/25	PURCHASE 1211 textguard Dover DE	-19.99

continued on the next page

## Take your security to the next level

Check your security meter level and watch it rise as you take action to help protect against fraud. See it in the Mobile Banking app and Online Banking.

**To learn more, visit [bofa.com/SecurityCenter](https://bofa.com/SecurityCenter) or scan this code.**

When you use the QRC feature, certain information is collected from your mobile device for business purposes. Mobile Banking requires that you download the Mobile Banking app and may not be available for select mobile devices. Message and data rates may apply.

SSM-01-25-2480.B | 7528643

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and

**Withdrawals and other subtractions - continued**

Date	Description	Amount
12/17/25	PURCHASE 1217 UBER * EATS San FranciscoCA	-41.34
12/18/25	PURCHASE 1217 UBER * EATS San FranciscoCA	-2.74
12/18/25	PURCHASE 1217 UBER * PENDI San FranciscoCA	-82.76
12/18/25	PURCHASE 1218 UBER * PENDI San FranciscoCA	-104.98
12/18/25	PURCHASE 1218 UBER *TRIP H San FranciscoCA	-1.00
12/18/25	SPECTRUM PPD DES:SPECTRUM ID:6312416 INDN:HONGWEN XU CO ID:0000358635	-70.00

**Total withdrawals and other subtractions**

**-\$6,781.02**

**Service fees**

**Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.**

	Total for this period	Total year-to-date
Total Overdraft fees	\$0.00	\$10.00
Total NSF: Returned Item fees	\$0.00	\$0.00

**We want to help you avoid overdraft fees. Here are a few ways to manage your account and stay on top of your balance:**

- Enroll in Balance Connect™ for overdraft protection through Online or Mobile Banking to help save on overdraft fees and cover your payments and purchases by automatically transferring money from your linked backup accounts when needed.
- Sign up for Alerts (footnote 1) to get an email or text message when your balance becomes low

Please call us or visit us if you have any questions or to discuss your options.

(footnote 1) You may elect to receive alerts via text or email. Bank of America does not charge for this service but your mobile carrier's message and data rates may apply. Delivery of alerts may be affected or delayed by your mobile carrier's coverage.

Braille and Large Print Request - You can request a copy of this statement in Braille or Large Print by calling 800.432.1000 or going to bankofamerica.com and enter Visually Impaired Access from the home page.

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and

# CHASE for BUSINESS®

Printed from Chase for Business

## Good evening

**Bank accounts** ^

---

RH SUDBURY MA LLC

[BUS COMPLETE CHK \(...8159\) >](#) Transfer money [More v](#)

<b>\$6,575.82</b>	<b>\$6,575.82</b>	<b>\$0.00</b>
<u>Available balance</u>	<u>Present balance</u>	Available credit

**Application status**

Check the progress of eligible applications to see your next steps.

[See all applications](#)

**External accounts** ^

Link your external accounts to better organize your money, budget and plan for the future.

[Link account](#)



**Find your perfect escape**

Our editor-curated hotel guides have it all mapped out. Plan your perfect adventure with inspiration from the experts at Chase Travel.

[Explore now >](#)

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and

are made available through Chase Insurance Agency, Inc. (CIA), a licensed insurance agency, doing business as Chase Insurance Agency Services, Inc. in Florida. JPMCB, JPMS and CIA are affiliated companies under the common control of JPMorgan Chase & Co. Products not available in all states.

INVESTMENT AND INSURANCE PRODUCTS ARE:

- NOT FDIC INSURED
- NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
- NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, JPMORGAN CHASE BANK, N.A. OR ANY OF ITS AFFILIATES
- SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED

## The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

### Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number: 001933698 (number will be assigned)

1. The exact name of the limited liability company is:

RH SUDBURY MA LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 20 SUMMER STREET

Address 2:

City or town: NORTHBOROUGH State: MA Zip code: 01532

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

RESTAURANT AND RETAIL

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: JINYIN GUAN

Number and street: 20 SUMMER STREET

Address 2:

City or town: NORTHBOROUGH State: MA Zip code: 01532

I JINYIN GUAN,

resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): 12/12/2025    Time (HH:MM) 12:55 PM

SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of December, 2025,

JINYIN GUAN

, Signature of Authorized Signatory.

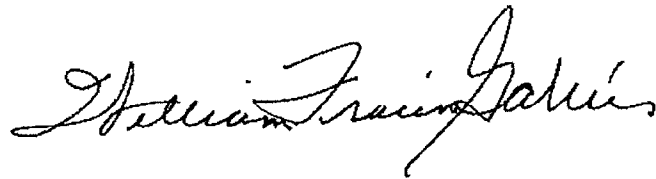
Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and

MA SOC Filing Number: 202587369190 Date: 12/12/2025 12:50:37 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 deemed to have been filed with me on:

December 12, 2025 12:50 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

RAMEN HAVEN LEASE

MEADOW WALK SUDBURY  
SUDBURY, MASSACHUSETTS

## INDEX TO LEASE

ARTICLE I. BASIC DATA .....	1
ARTICLE II. PREMISES.....	4
ARTICLE III. TERM OF LEASE.....	4
ARTICLE IV. MINIMUM RENT.....	8
ARTICLE V. PERCENTAGE RENT .....	8
ARTICLE VI. CONSTRUCTION.....	11
ARTICLE VII. ADDITIONAL RENT - TAXES.....	12
ARTICLE VIII. MAINTENANCE AND OPERATION; AND THE TENANT'S CONTRIBUTION.....	13
ARTICLE IX. UTILITIES.....	16
ARTICLE X. USE OF PREMISES .....	18
ARTICLE XI. OTHER STORES .....	24
ARTICLE XII. MAINTENANCE OF BUILDING, ETC.....	24
ARTICLE XIII. INDEMNITY AND COMMERCIAL/GENERAL LIABILITY INSURANCE	26
ARTICLE XIV. LANDLORD'S ACCESS TO PREMISES .....	29
ARTICLE XV. INSURANCE .....	29
ARTICLE XVI. DAMAGE CLAUSE .....	30
ARTICLE XVII. EMINENT DOMAIN.....	32
ARTICLE XVIII. BANKRUPTCY OR INSOLVENCY.....	33
ARTICLE XIX. LANDLORD'S REMEDIES .....	34
ARTICLE XX. MISCELLANEOUS PROVISIONS .....	37
Section 20.1. Waiver.....	37
Section 20.2. Covenant of Quiet Enjoyment.....	37
Section 20.3. Status Report.....	38
Section 20.4. Notice to Mortgagee.....	38
Section 20.5. Assignment of Rents.....	39
Section 20.6. Mechanics' Liens.....	39
Section 20.7. Landlord's Fees and Expenses.....	39
Section 20.8. Brokerage.....	40
Section 20.9. Definition of Additional Rent.....	40
Section 20.10. Invalidity of Particular Provisions.....	41
Section 20.11. Provisions Binding, Etc.....	41
Section 20.12. Other Agreements.....	41
Section 20.13. Governing Law.....	41

Section 20.14. Recording. .... 41  
 Section 20.15. Notices. .... 42  
 Section 20.16. When Lease Becomes Binding. .... 42  
 Section 20.17. Paragraph Headings. .... 43  
 Section 20.18. Lease Superior or Subordinate to Mortgage and Sale Leaseback. .... 43  
 Section 20.19. Holding-Over. .... 44  
 Section 20.20. Interest. .... 44  
 Section 20.21. Force Majeure. .... 44  
 Section 20.22. Shift Clause. .... 45  
 Section 20.23. Expansion. .... 45  
 Section 20.24. REIT/UBTI. .... 46  
 Section 20.25. Reserved. .... 46  
 Section 20.26. Restaurant Provision. .... 46  
 Section 20.27. Intentionally Omitted. .... 46  
 Section 20.28. Necessary Permits. .... 46  
 Section 20.29. Security Deposit. .... 46  
 Section 20.30. Inducement Payment. .... 48  
 Section 20.31. Patriot Act. .... 50  
 Section 20.32. Reserved. .... 50  
 Section 20.33. Sale of Liquor. .... 52  
 Section 20.34. Security Measures. .... 55

- Exhibit “A-1” – Demised Premises Plan
- Exhibit “A-2” – Shopping Center Plan
- Exhibit “A-3” – Development Plan
- Exhibit “B” – Construction Work Letter Exhibit
- Exhibit “C” – List of Certain Use Restrictions and Exclusives
- Exhibit “D” – Intentionally omitted
- Exhibit “E” – Initial Rules and Regulations
- Exhibit “F” – Signage Requirements
- Exhibit “G” – Tenant’s Initial Menu
- Exhibit “H” – Form of Lease Guaranty

INDENTURE OF LEASE

MEADOW WALK SUDBURY

THIS INDENTURE OF LEASE (as the same may be amended, modified, restated or extended from time to time, this "Lease") made as of the 4<sup>th</sup> day of December, 2025 (the "Effective Date"), by and between BPR DEVELOPMENT LLC, a Delaware limited liability company (hereinafter referred to as the "Landlord"), having a mailing address c/o National Development, 2310 Washington Street, Newton Lower Falls, Massachusetts 02462, of the one part, and the tenant named in Section 1.1(a) below (hereinafter referred to as the "Tenant"), of the other part.

W I T N E S S E T H:

ARTICLE I.  
Basic Data

Section 1.1. The following sets forth basic data hereinafter referred to in this Lease, and, where appropriate, constitute definitions of the terms hereinafter listed.

- (a) The Tenant: Eternal Bloom, LLC, a Massachusetts limited liability company.
- (b) Tenant's Federal Identification No.: 30-1425827
- (c) Present Mailing Address of the Tenant: 11 Apex Drive, Suite 300A, Marlborough MA 01752 with a copy to 20 Summer Street, Northborough, MA 01532
- (d) The Tenant's Trade Name: Ramen Haven.
- (e) Lease Term or Initial Term: Commencing on the Commencement Date (as that term is hereinafter defined) and expiring on the date that is the last day of the month containing the tenth (10<sup>th</sup>) anniversary of the day immediately prior to the Rent Commencement Date (as that term is hereinafter defined), unless sooner terminated as provided herein (the "Expiration Date"), and further provided that such Expiration Date shall be extended if Tenant exercises its option to extend the Initial Term for the Option Period, subject and pursuant to Section 3.7, in which case the Initial Term, as extended by the Option Period, shall be deemed to be the Lease Term hereunder.
- (f) Commencement Date: Such date as is determined pursuant to Section 3.2 hereof.
- (g) Rent Commencement Date: The Commencement Date.
- (h) Minimum Rent:

**Lease      Annual Minimum      Monthly Minimum**

	Year*	Rent	Rent
Initial Term	1	\$120,336.00	\$10,028.00
	2	\$123,946.08	\$10,328.84
	3	\$127,664.46	\$10,638.71
	4	\$131,494.40	\$10,957.87
	5	\$135,439.23	\$11,286.60
	6	\$139,502.41	\$11,625.20
	7	\$143,687.48	\$11,973.96
	8	\$147,998.10	\$12,333.18
	9	\$152,438.04	\$12,703.17
	10	\$157,011.19	\$13,084.27
Option Period	11	\$161,721.52	\$13,476.79
	12	\$166,573.17	\$13,881.10
	13	\$171,570.36	\$14,297.53
	14	\$176,717.47	\$14,726.46
	15	\$182,019.00	\$15,168.25

\*For purposes of this Agreement, "Lease Year" is defined as follows: (i) the first Lease Year shall be deemed to mean the period from the Commencement Date through the end of the twelfth (12<sup>th</sup>) full calendar month thereafter and (ii) each subsequent Lease Year shall be deemed to mean each successive period of twelve (12) full calendar months thereafter.

- (i) Marketing Fee: Fifty-Four Dollars and 50/100 Dollars (\$54.50).
- (j) Percentage Rent:

Commencing on the Rent Commencement Date, annual percentage rent equal to (a) five percent (5%) of the Gross Sales for each Lease Year to the extent exceeding the Breakpoint (defined below), payable on a calendar month basis, and proportionately for any partial calendar month, pursuant to ARTICLE V below. The "Breakpoint" for each Lease Year shall be as follows:

	Lease Year	Breakpoint
Initial Term	1	\$2,000,000.00
	2	\$2,060,000.00
	3	\$2,121,800.00
	4	\$2,185,454.00
	5	\$2,251,017.62
	6	\$2,318,548.15
	7	\$2,388,104.59
	8	\$2,459,747.73

	9	\$2,533,540.16
	10	\$2,609,546.37
Option Period	11	\$2,687,832.76
	12	\$2,768,467.74
	13	\$2,851,521.77
	14	\$2,937,067.43
	15	\$3,025,179.45

The amounts payable pursuant to the paragraphs set forth in this Section 1.1(j) hereinabove are referred to collectively as “Percentage Rent”.

(k) Use: For the operation of a first-class, high-quality, full-service sit-down Ramen restaurant, specializing in Japanese Curry, Ramen, Udon and Donburi, and bubble tea and operating under The Tenant’s Trade Name, and for no other purpose or purposes. The Demised Premises (as defined in Section 2.1 below) shall contain no more than 70 seats, and the Outside Patio Area (as defined in Section 20.32 (Outside Patio Area) hereof) shall contain seating for no more than 30 customers, subject, in all events, to all applicable rules, ordinances and regulations of all applicable governmental authorities. A sample of Tenant’s initial menu is attached hereto as Exhibit G. Tenant shall also be permitted to sell, and shall sell, if a Liquor License (as defined below) is obtained, alcoholic beverages subject to and in accordance with the provisions of Section 20.33 (Sale of Liquor) hereof. As incidental to the foregoing, Tenant may also provide menu items for takeout service and delivery service in accordance with all applicable permits, approvals, laws, rules and regulations.

(l) Security Deposit: \$31,931.19 cash, subject and pursuant to Section 20.29 below.

(m) Guarantor: Hongwen Xu, Yuhao Ma and Jiaying Chen, jointly and severally.

(n) Lease Guaranty: The Lease Guaranty executed and delivered by Guarantor to Landlord to secure the payment and performance of certain of Tenant’s obligations hereunder, as more particularly set forth therein, a copy of such Lease Guaranty being attached hereto as Exhibit H.

(o) Business Days: Are Monday through Friday of each week, exclusive of New Year’s Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (“Holidays”). Landlord may designate additional Holidays that are commonly recognized by other shopping centers in the area where the Building is located.

ARTICLE II.  
Premises

Section 2.1. The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, upon and subject to the terms and provisions of this Lease, the premises (hereinafter referred to as the “Demised Premises”) shown on Exhibit “A-1” hereto annexed and made a part hereof containing approximately 2,616 square feet of floor area in the building shown as “Building” on Exhibit “A-2” hereto annexed (hereinafter referred to as the “Building”), which Building is part of the shopping center shown as “Shopping Center” on Exhibit “A-2” hereto annexed (the “Shopping Center”) which is part of the development (the “Development”) known as “Meadow Walk Sudbury” in the Town of Sudbury (the “Municipality”), County of Middlesex, Commonwealth of Massachusetts (the “State”) the boundaries of which are delineated on Exhibit “A-3” annexed hereto.

Excepting and reserving to the Landlord the roof and exterior walls of the Building as well as areas below the finished floor of the Demised Premises; and further reserving to the Landlord the right to enter upon the Demised Premises to place in or outside of the Demised Premises (in such manner as to reduce to a minimum the interference with the Tenant’s use of the Demised Premises) utility lines, structural supports, pipes, and other improvements, and the like which may or may not service the Demised Premises, and to replace and maintain and repair such utility lines, supports, pipes, improvements, and the like in, over, below and upon the Demised Premises as may now or hereafter be installed in, on or under the Building.

ARTICLE III.  
Term of Lease

Section 3.1. TO HAVE AND TO HOLD the Demised Premises unto the Tenant for the Lease Term specified in Section 1.1(e) hereof unless sooner terminated as provided herein.

Section 3.2. The Initial Term hereof shall commence on the earlier to occur of the following dates (the “Commencement Date”): (a) the date that the Tenant first opens for business in the Demised Premises; or (b) one hundred twenty (120) days following the date that possession of the Demised Premises has been delivered to the Tenant (such date that possession of the Demised Premises has been delivered to the Tenant, the “Delivery Date”).

Tenant shall submit to Landlord design development plans and specifications (collectively, the “design development plans”) with respect to the Tenant’s Work (as that term is defined below) within thirty (30) days following the Effective Date. Tenant agrees to apply for, and thereafter to diligently prosecute to issuance, the building permit (the “building permit”) from the Municipality with respect to Tenant’s Work no later than fifteen (15) days after Landlord has approved Tenant’s design development plans as hereinafter provided (and Tenant agrees to advise Landlord of such application date). At the time of applying for the building permit as aforesaid, Tenant shall submit to Landlord final construction documents or permit drawings (collectively, the “construction plans”), for Tenant’s Work which shall be in substantial conformity with the design development plans as approved by Landlord as aforesaid.

Landlord agrees to provide comments on the design development plans and the construction plans, as the case may be, within five (5) Business Days after receipt of same from Tenant. If Landlord shall provide any such comments, then Tenant shall revise the design development plans or the construction plans, as the case may be, in conformity with Landlord's comments, and shall provide the revised plans to Landlord within five (5) days after receipt of Landlord's comments. The foregoing comment and revision periods shall continue until Landlord approves such applicable plans in writing. In any event, Landlord and Tenant shall use commercially reasonable efforts to conclude the comment and revision period and to achieve Landlord approval of the applicable plans within twenty (20) days after the date of first submission of same by Tenant to Landlord.

If Tenant shall fail to apply for the building permit within said fifteen (15) day period, or shall fail to submit to Landlord the design development plans and/or the construction plans, or revisions thereto, within five (5) days after the date(s) provided for above, then for each day of delay with respect to such application, submission, or revision after such five (5) day period, the one hundred twenty (120) day period provided for in the first paragraph of this Section 3.2 above shall be reduced by one (1) day.

If Tenant shall have applied for the building permit and diligently prosecuted the same as aforesaid, and the building permit shall issue before the date that is ninety (90) days following the Delivery Date, then Tenant shall promptly proceed with all work necessary for Tenant to open for business in the Demised Premises, including all work set forth on Tenant's plans approved by Landlord as set forth above and as set forth in Exhibit "B" hereto (such work, collectively, the "Tenant's Work").

If the (x) Tenant shall have applied for the building permit and diligently prosecuted the same as aforesaid, and (y) building permit has not been issued by the date that is sixty (60) days following the Effective Date, then Landlord shall have the right, but not the obligation, to apply for the building permit on behalf of Tenant, at Landlord's sole cost and expense, but Tenant shall be responsible for all filing fees and Tenant shall fully cooperate with Landlord in connection therewith. If the building permit shall thereafter issue, Landlord shall promptly advise Tenant thereof and Tenant shall promptly proceed with Tenant's Work as aforesaid.

If the building permit has not been issued to Landlord as aforesaid by the date that is sixty (60) days following Landlord's application for the same, then both Landlord and Tenant shall thereafter have the right to terminate this Lease upon written notice thereof to the other sent within thirty (30) days after the expiration of said sixty (60) day period, unless the building permit shall issue prior to the delivery of such notice of termination by either party to the other, whereupon Tenant shall promptly proceed with Tenant's Work as aforesaid. Upon the delivery of any such notice of termination by either Landlord or Tenant as aforesaid (except if the building permit shall earlier issue as aforesaid), the Lease Term and this Lease shall terminate, all with the same force and effect as if such date were the Expiration Date of this Lease and the Security Deposit shall be returned to Tenant.

Section 3.3. The parties hereto agree, upon demand of the other, to execute a supplemental instrument expressing the Commencement Date, the Rent Commencement Date

and the Expiration Date of the Lease Term hereof when the same have been determined. The failure of the parties to execute said statement shall not affect the validity of this Lease, nor shall it affect the Commencement Date. Neither this Lease nor the obligations of Tenant hereunder shall be affected by a postponement of delivery of the Demised Premises to Tenant and Landlord shall not be subject to any liability for failure to make possession of the Demised Premises available on any particular date. Tenant hereby expressly waives the provisions of any law or statute to the contrary.

Section 3.4. As used herein, the Tenant shall be deemed to have “diligently prosecuted the building permit to issuance” if Tenant shall have (a) applied to the applicable governmental authorities for the same within the 15-day period referred to in Section 3.2 hereof, (b) provided, in a timely manner, such additional information as may have been requested by such authorities, (c) attempted to obtain from such governmental authorities a status report of such application on at least a bi-weekly basis and (d) advised Landlord of such status on at least such bi-weekly basis.

If Tenant shall fail to (i) apply for the building permit within thirty (30) days following the date on which Landlord shall have approved Tenant’s design development plans, as aforesaid, or (ii) otherwise diligently prosecute the building permit to issuance (in Landlord’s reasonable business judgment), then, without limitation of Landlord’s other rights, Landlord shall have the right to terminate this Lease upon written notice thereof to Tenant (the “Permit Termination Notice”), in which event this Lease shall terminate on the date that is ten (10) days following the date of the Permit Termination Notice, all with the same force and effect as if such date were the Expiration Date of this Lease, unless within such 10-day period, Tenant shall reasonably satisfy Landlord, in Landlord’s sole discretion, that Tenant is so diligently prosecuting the same and Tenant shall obtain the building permit.

If the Tenant shall fail to commence Tenant’s Work within thirty (30) days following the date on which the building permit shall have been issued (the “30-Day Period”), then, without limitation of Landlord’s other rights, at any time thereafter Landlord shall have the right to terminate this Lease upon written notice (the “Construction Termination Notice”) thereof to Tenant, in which event this Lease shall terminate on the date that is ten (10) days following the date of the Construction Termination Notice, all with the same force and effect as if such date were the Expiration Date of this Lease, unless within such 10-day period, Tenant shall commence Tenant’s Work and diligently prosecute the same to completion. In addition, (x) if Tenant shall fail to commence Tenant’s Work within the 30-Day Period and (y) Landlord shall not have terminated this Lease as aforesaid, then, commencing on the Commencement Date and continuing for the number of days contained in the period beginning on the first day following the expiration of the 30-Day Period and continuing until the date on which Tenant shall commence Tenant’s Work, Tenant shall pay to Landlord a use and occupancy fee of \$416.00 per day; provided, however, if Tenant fails to commence the Tenant’s Work within thirty (30) days following the expiration of the 30-Day Period, then, in lieu of such \$416.00 per day use and occupancy charge set forth hereinabove, Tenant shall instead pay to Landlord a use and occupancy fee of \$832.00 per day.

Without limitation of any other term and covenant of this Lease, Tenant shall open for business for no less than one (1) day for the use permitted hereunder no later than thirty (30) days after the Commencement Date.

Section 3.5. The Tenant, prior to the Commencement Date, shall be permitted to install fixtures and other equipment within the Demised Premises; provided, however, that such activities of the Tenant shall not interfere with construction work of the Landlord or the conduct of business or construction work of other tenants or occupants in the Shopping Center. Prior to any entry onto the Demised Premises, Tenant shall deliver to Landlord certificates of insurance evidencing the coverages required herein. With respect to the period commencing upon any such early entry, all of Tenant's obligations hereunder (other than its obligation to pay Minimum Rent, which shall commence on the Rent Commencement Date) shall commence.

Section 3.6. Tenant has inspected the Demised Premises and is accepting the Demised Premises in "AS-IS" condition. Promptly after the occurrence of the Delivery Date, the Tenant shall perform at its own cost and expense all of the Tenant's Work, shall equip the Demised Premises with new trade fixtures and all personal property necessary or proper for the operation of the Tenant's business for the Use, and open for business as soon thereafter as possible for the Use, but in no event later than the one hundred twentieth (120<sup>th</sup>) day following the Delivery Date. Except as herein specifically set forth, in the event the Tenant shall have failed to complete the Tenant's Work and to have opened the Demised Premises for business on or before the one hundred twentieth (120<sup>th</sup>) day following the Delivery Date, then the Commencement Date and the Rent Commencement Date shall be deemed to have occurred on such one hundred twentieth (120<sup>th</sup>) day following the Delivery Date except that Tenant shall pay to Landlord a use and occupancy fee of \$416.00 per day until such time as Tenant completes the Tenant's Work and opens for business in the Demised Premises, at which time Tenant shall commence paying Minimum Rent at the rates specified in this Lease; provided, however, if Tenant fails to complete the Tenant's Work and open for business in the Demised Premises by the one hundred fiftieth (150<sup>th</sup>) day following the Delivery Date, then, in lieu of such \$416.00 per day use and occupancy charge set forth hereinabove, Tenant shall instead pay to Landlord a use and occupancy fee of \$832.00 per day until such time as Tenant completes the Tenant's Work and opens for business in the Demised Premises, at which time Tenant shall commence paying Minimum Rent at the rates specified in this Lease.

Section 3.7. If this Lease is still in full force and effect, then the Tenant shall have the right and option to extend the Initial Term hereof for one (1) additional period (the "Option Period") of five (5) years, commencing immediately following the Initial Term, so long as the Tenant: (a) gives written notice to the Landlord of the exercise thereof not earlier than fifteen (15) months prior to the expiration of the Initial Term and not later than twelve (12) months prior to the expiration of the Initial Term; and (b) is not in default hereunder beyond any applicable notice and grace periods at the time it gives any such notice or upon the last day of the Initial Term. If the Option Period is duly and timely exercised as aforesaid and no such default exists, then the Lease Term shall be automatically extended for the Option Period, without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in this Lease, with Minimum Rent and Percentage Rent for and with respect to the applicable Option Period as set forth in Section 1.1 above (and with the Marketing Fee remaining

the same amount as is due monthly during the Initial Term). There shall be no further right to extend the Lease Term beyond the Option Period. Any failure by Tenant to duly and timely exercise the Extension Option for the Option Period hereunder shall result in the termination of this Section 3.7 hereunder and Tenant shall have no further rights hereunder.

ARTICLE IV.  
Minimum Rent

Section 4.1. Beginning on the Rent Commencement Date with respect to Minimum Rent, the Marketing Fee and additional rent (other than any utility charges for water, sewer, gas and electricity or other costs that Tenant is obligated to pay from and after the Effective Date pursuant to Article IX), the Tenant covenants and agrees to pay without notice, demand or offset to the Landlord at the Landlord's office in Newton Lower Falls, Massachusetts or at such place as Landlord shall from time to time designate in writing, Minimum Rent for the Demised Premises at the rate specified in Section 1.1(h) hereof, a Marketing Fee in the amount specified in Section 1.1(i) hereof, and additional rent as set forth herein, respectively, which Minimum Rent, Marketing Fee and additional rent, respectively, shall be paid monthly, in advance, on the first day of each and every calendar month during the Lease Term. Minimum Rent, the Marketing Fee and additional rent for any partial month falling within the Lease Term shall be pro-rated on a daily basis, and if the first day on which Tenant must pay Minimum Rent, the Marketing Fee and additional rent shall be other than the first day of a calendar month, then the first payment which Tenant shall make to Landlord shall be equal to a proportionate part of the monthly installment of such foregoing amounts for the partial month from the first day on which Tenant must pay to the last day of the month in which such day occurs, plus the installment of Minimum Rent, the Marketing Fee and additional rent for the succeeding calendar month. For and with respect to each installment of Minimum Rent, the Marketing Fee and/or additional rent that is not paid when due, the Tenant shall pay to the Landlord on demand, as additional rent, a late charge in an amount equal to five percent (5%) of the amount of the overdue payment for the purpose of defraying Landlord's administrative expenses relative to handling such overdue payment. Notwithstanding the foregoing, Tenant shall pay to Landlord on the Delivery Date the amount of Minimum Rent, Marketing Fee, and the additional rent that will be due for the first full calendar month following the Rent Commencement Date, which amount shall be applied to the Minimum Rent, Marketing Fee and additional rent due for such first full calendar month after the occurrence of the Rent Commencement Date.

ARTICLE V.  
Percentage Rent

Section 5.1. In addition to the Minimum Rent specified in ARTICLE IV above, and as part of the total rent to be paid by the Tenant to the Landlord, the Tenant covenants and agrees to pay to the Landlord, as aforesaid, as Percentage Rent for each Lease Year (as defined above) of the Lease Term, a sum equal to the amounts specified in Section 1.1(j) hereof. To the extent that any Lease Year constitutes less than a full twelve (12) calendar month period, the Breakpoint for such Lease Year shall be reduced proportionately to the same extent as the number of days in such Lease Year bears to 365. In the event the Tenant is not open for business during the days and hours required hereunder, then, in addition to all other remedies available hereunder, the Breakpoint for such Lease Year shall be proportionately reduced.

Section 5.2. Except with respect to (i) the first Lease Year, which shall include the period from the Commencement Date through the end of the twelfth (12<sup>th</sup>) full calendar month thereafter and (ii) the last Lease Year, which shall run from the previous January 1 through the date of the expiration or earlier termination of the Lease Term, each Lease Year shall be comprised of twelve successive calendar months, ending on the last day of the month in which the Commencement Date occurs.

Section 5.3. The phrase “Gross Sales”, as used in this Lease, is hereby defined to mean the dollar aggregate of:

- (a) the sales prices of all goods, wares and merchandise sold, and the charges for all services performed by the Tenant at, in, on or from the Demised Premises (including, without limitation, from Tenant’s take-out sales, catering business and public or private events attributable to Tenant’s operations in and/or originating from the Demised Premises), whether made for cash, in credit, or otherwise without reserve or deduction for inability or failure to collect, including but not limited to such sales and services (i) where the orders therefor originate at and are accepted by the Tenant in the Demised Premises but delivery or performance thereof is made from or at any place other than the Demised Premises, (ii) pursuant to mail, telegraph, telephone, video, electronic, computer or other technology-based systems whether existing now or developed in the future, or other similar orders made, received or filled at or from the Demised Premises, (iii) by means of mechanical and other vending devices in the Demised Premises, (iv) as a result of transactions originating upon the Demised Premises, and/or (v) which the Tenant in the normal and customary course of its operations would credit or attribute to its business upon the Demised Premises, or any part or parts thereof; and
- (b) all moneys or other things of value received by the Tenant from its operations at, in, on or from the Demised Premises which are not expressly excluded from Gross Sales by the other provisions of this definition.

The term “Gross Sales” shall not include (i) the exchange of merchandise between stores of the Tenant where such exchanges are made solely for the convenient operation of the Tenant’s business and not for the purpose of consummating a sale which has theretofore been made at, in, on or from the Demised Premises and/or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would have been made at, in, on or from the Demised Premises, or (ii) returns to shippers or manufacturers, or (iii) sales of fixtures after use thereof in the conduct of the Tenant’s business in the Demised Premises. Further, there shall be deducted from Gross Sales (x) cash or credit refunds made upon transactions included within Gross Sales, not exceeding the selling price of merchandise returned by the purchaser and accepted by the Tenant, and (y) the amount of any city, county, state or federal sales, luxury, or excise tax on such sales which is both (A) added to the selling price or absorbed therein, and (B) paid to the taxing authority by the Tenant.

The term "Gross Sales" shall also include such gross sales made by any sublessee, concessionaire, licensee or otherwise at, in, on or from the Demised Premises, and such gross sales made by sublessees, concessionaires, licensees, or otherwise, shall be included in the reports provided for in this Lease (but the foregoing shall not be construed to give the Tenant the right to sublease, concession or license, which right shall be governed by the provisions of ARTICLE X hereof).

Notwithstanding the foregoing, the term "Demised Premises," as used in this Section 5.3, shall be deemed to include the Outside Patio Area for all purposes of Gross Sales hereunder and in this Lease.

Section 5.4. The Tenant agrees without notice or demand from the Landlord to deliver to the Landlord within ten (10) days after the end of each month during the Lease Term a complete statement executed by an executive officer of Tenant showing Gross Sales for the preceding month. The Tenant shall utilize cash registers equipped with sealed continuous and cumulative totals (or computer equipment performing substantially similar functions) to record all Gross Sales and which shall number consecutive rings. The Tenant agrees to maintain accounting controls and books of account, in form adequate for auditing purposes, in accordance with generally accepted accounting principles to assure the proper recording of all Gross Sales and the exclusions and deductions therefrom provided in Section 5.3 hereof.

No Percentage Rent shall be payable for any Lease Year until Gross Sales during such applicable Lease Year exceed the applicable Breakpoint figure set forth in Section 1.1(j) hereof with respect to such applicable Lease Year. The Tenant agrees without notice or demand from the Landlord, within ten (10) days after the end of the month in each Lease Year during which Gross Sales exceed the Breakpoint applicable during that Lease Year and after each ensuing month during that Lease Year, to pay to the Landlord on account of Percentage Rent a sum equal to five percent (5%) of the amount by which Gross Sales during the portion of that Lease Year which had expired as of the end of such immediately preceding month exceed the applicable Breakpoint, less amounts theretofor paid hereunder for and with respect to that Lease Year on account of Percentage Rent. Each such payment shall be accompanied by a complete statement signed by an authorized representative of the Tenant showing the amount of Gross Sales for such immediately preceding month and for that Lease Year through and including such immediately preceding month.

The Tenant agrees, without notice or demand from the Landlord within thirty (30) days after the end of each Lease Year, to cause a statement of the Gross Sales of the Tenant made at, in, on and/or from the Demised Premises for such Lease Year to be certified by an executive officer of the Tenant, and shall be subject to further verification as provided in Section 5.5, and a copy of such statement certified by such officer shall be delivered by the Tenant to the Landlord within such thirty-day period, and such statement shall be accompanied by a check of the Tenant for the balance of the Percentage Rent, if any, payable with respect to such prior Lease Year. In the event that the Tenant's periodic payments of Percentage Rent shall in the aggregate exceed the Percentage Rent payable by the Tenant for the entire Lease Year, the Landlord agrees to apply any such excess against the Minimum Rent next due under this Lease.

All statements deliverable by the Tenant to the Landlord under this Lease shall be delivered to the place where rent is then payable or to such other place or places as the Landlord may from time to time direct by written notice to the Tenant.

Section 5.5. The Landlord shall have the right, at any time within thirty-six (36) months after receipt of the annual statement of Gross Sales of the Tenant required to be furnished pursuant to Section 5.4 above, to audit all of the books of account, documents, records, returns, papers, tax returns, original sales records (including, without limitation, cash register tapes, sales slips, bank statements and deposit slips, credit-card records, mail orders, telephone orders, computer records and such other sales records, if any, which would normally be examined by an independent accountant pursuant to generally accepted auditing standards in performing an audit of the Tenant's Gross Sales) and files of the Tenant relating to Gross Sales for any Lease Year; and the Tenant, on request of the Landlord, shall make all such matters available for such examination at the Shopping Center. If the Landlord shall have such an audit made for any Lease Year, and the Gross Sales shown by the Tenant's statement for such Lease Year shall be found to be understated by more than two percent (2%), then the Tenant shall pay to the Landlord the cost of such audit. In any event, the Tenant shall promptly pay to the Landlord any deficiency in Percentage Rent plus interest at the rate set forth in Section 20.20 from the date such payment should have been made to the date of payment. Such examination and audit may be made by any accountant designated in writing by the Landlord from time to time.

Section 5.6. Computation of the Percentage Rent specified herein shall be made separately with regard to each Lease Year of the Lease Term; it being understood and agreed that the Gross Sales of any Lease Year and the Percentage Rent due thereon shall have no bearing on, or connection with, the Gross Sales of any other Lease Year of the Lease Term. It is further understood and agreed that the Landlord shall in no event be construed or held to be a partner or associate of the Tenant in the conduct of the Tenant's business, nor shall the Landlord be liable for any debts incurred by the Tenant in the conduct of the Tenant's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

## ARTICLE VI. Construction

Section 6.1. The Landlord has constructed, at the Landlord's sole cost and expense, the Building in which the Demised Premises are located, and has substantially completed construction of that portion of the Demised Premises for which Landlord is responsible. Certain details of the construction of the Shopping Center may change, but, subject to other provisions of this Lease, the position of the Demised Premises shall be substantially as shown on Exhibit "A-2". Nothing in Exhibit "A-1", Exhibit "A-2" or Exhibit "A-3" shall be treated as a representation that any or all of the buildings for which provision is made thereon are located precisely within the areas shown on such Exhibit, or that such buildings are of precisely the dimensions or shapes shown, it being the intention of such Exhibits only generally to show diagrammatically, rather than precisely, the development of the Shopping Center as presently contemplated. Any stores which are or may be identified on Exhibit "A-2" shall not be relied on by Tenant that there are or will be tenants occupying the spaces as noted on said Exhibit during all or any portion of the Lease Term.

ARTICLE VII.  
Additional Rent - Taxes

Section 7.1. The term “Taxes” is hereby defined to mean all general and special taxes, including existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon all or any portion of the Shopping Center on both land and any or all improvements contained therein. The Landlord shall pay, or cause to be paid, before the same become delinquent, all Taxes, provided however, that if authorities having jurisdiction assess Taxes on the Shopping Center and/or the improvements contained therein which the Landlord deems excessive, the Landlord may defer compliance therewith to the extent permitted by the laws of the Commonwealth of Massachusetts so long as the validity or amount thereof is contested by the Landlord in good faith and so long as the Tenant’s occupancy of the Demised Premises is not disturbed or threatened.

Section 7.2. The Tenant shall pay all taxes which may be lawfully charged, assessed, or imposed upon all fixtures and equipment of every type and also upon all personal property in the Demised Premises, and the Tenant shall pay all sales taxes, license fees and other charges which may lawfully be imposed upon the business of the Tenant conducted upon the Demised Premises.

Section 7.3. The Tenant shall, during the Lease Term, pay to the Landlord that portion of the Taxes as shall result from multiplying the same by a fraction, the numerator of which is the total square footage of floor area of the Demised Premises, and the denominator of which is the total square footage of leasable floor area of all buildings located in the Shopping Center as of the first day of each applicable tax year during the Lease Term; provided, however, with respect to any buildings located in the Shopping Center (and any land appurtenant thereto) which are now or hereafter separately owned or assessed or occupied by a Major Store (as hereinafter defined), at the Landlord’s option the taxes and assessments relating thereto shall be deemed not to be “Taxes” hereunder, and in such event, there shall be excluded from the denominator of such fraction the floor area of such separately owned or assessed or occupied building(s) (it being agreed that Tenant’s proportionate share of Taxes as of the Effective Date based on such existing exclusions shall be 3.49%). Without limiting the generality of the foregoing, in any event there shall also be excluded from the denominator of such fraction the floor area of non-selling mezzanines (if any), passageways, service corridors, shopping center offices, shopping center storage areas, shopping center utility rooms, shopping center sprinkler rooms, areas not on ground level (except where such areas consist of the upper level of a ground level retail store) and other common areas, and the floor area of loading areas and service corridors in so-called department stores and/or anchor stores and/or supermarkets.

The Tenant’s fractional share of Taxes shall be equitably adjusted for and with respect to the first and last partial tax years (if any) of the Lease Term. Where the applicable tax bills and computations are not available prior to the end of the Lease Term, then a tentative computation shall be made on the basis of the previous year’s Taxes payable by the Tenant, with a final adjustment to be made between the Landlord and the Tenant promptly after all bills and computations are available for such period.

The Tenant's pro rata share of Taxes shall be due and payable within ten (10) days after receipt by the Tenant of the Landlord's invoice; provided, however, the Tenant shall make monthly tax deposits with the Landlord (along with payments of Minimum Rent) in an amount equal to one-twelfth (1/12th) of the Tenant's annual pro rata share of Taxes as reasonably estimated by the Landlord (taking into account relevant factors including the prior year's Taxes), with a final adjustment to be made between the parties as soon as said pro rata share has been determined.

In every case, Taxes shall be adjusted to take into account any abatement or refund thereof paid to the Landlord by the appropriate authorities, less all of the Landlord's costs of securing such abatement or refund (the Landlord having the sole right to contest Taxes). If Landlord shall elect to negotiate or contest such Taxes, Landlord shall be entitled to bill Tenant for its said pro rata share of the costs and expenses thus incurred by Landlord as and when the same are incurred, and the same shall constitute part of such Taxes. To the extent that Landlord has so billed and received from Tenant payment of such costs and expenses, the same shall not be deducted as aforesaid from the abatement or refund, if any, ultimately received with respect thereto.

Section 7.4. The foregoing provisions of this ARTICLE VII are predicated upon the present system of taxation in the Commonwealth of Massachusetts. Should any governmental authority having jurisdiction over all or any portion of the Shopping Center impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable by tenants in the Shopping Center to the Landlord or with respect to the ownership of the land and buildings comprising the Shopping Center by the Landlord (or any individual or entity forming the Landlord), either by way of substitution for all or any part of the present ad valorem real estate taxes or in addition thereto, then such tax and/or assessment shall be deemed to constitute "Taxes" for the purposes of this Lease and the Tenant shall be obligated to pay its proportionate share thereof as set forth in Section 7.3 hereof. Further, if there is any other change in the system of taxation (other than as set out immediately above) which is in substitution of or in addition to the present system the Tenant shall be responsible for its fair and equitable share thereof, taking into account the prorations provided for in this ARTICLE VII.

ARTICLE VIII.  
Maintenance and  
Operation; and the Tenant's Contribution

Section 8.1. The Landlord shall cause all parking facilities in the Shopping Center, including lighting thereof, to be maintained in good repair and clean condition at all times during the Lease Term. Accumulations of snow and ice will be cleared from said parking areas and adjacent sidewalks and will be deposited or stockpiled in such locations as are reasonably feasible so as to permit adequate use of the parking areas. Landlord may at any time close temporarily the common areas (including, without limitation, the parking facilities and roadways) or any portion thereof to make repairs or changes to prevent the acquisition of public rights therein, or to discourage noncustomer parking, and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof.

The Landlord agrees that the Tenant may, during the Lease Term, with others, subject to Landlord's right to grant exclusive parking spaces to other tenants of the Shopping Center from time to time and other rights set forth in Section 8.3 hereof, have the non-exclusive right to use that portion of the parking facilities of the Shopping Center shown on Exhibit "A-2" hereto as "Tenant Parking Area" (the "Tenant Parking Area") for the accommodation and parking of such automobiles of the Tenant, its officers, agents and employees, and its customers. Tenant shall not use, and shall not permit any of its officers, agents, employees or customers to use, the balance of the parking facilities of the Shopping Center outside of the Tenant Parking Area unless such officers, agents, employees or customers are also shopping at the grocery tenant or other retail tenant located at the Shopping Center. Tenant acknowledges that Whole Foods has the exclusive right to use the parking facilities shown on Exhibit "A-2" hereof as "Whole Foods Exclusive Parking". Breach of the foregoing requirement after notice from Landlord shall constitute a default under this Lease.

The Tenant agrees to cause its officers, agents, employees, contractors, licensees and concessionaires to park their cars only on such areas as the Landlord may from time to time designate as employee parking areas. The Tenant shall furnish to the Landlord, within five (5) days following the request of the Landlord therefor, the automobile license numbers of the vehicles customarily used by the Tenant and the Tenant's officers, agents, employees, contractors, licensees and concessionaires. If at any time or times during the Lease Term, despite the efforts, if any, of the Tenant and other tenants of the Shopping Center to cause their respective officers, agents, employees, contractors, licensees and concessionaires so to park their cars only on such designated parking areas, any of such persons persist in parking their cars in other areas of the Shopping Center, and the Landlord shall have circulated a general notice to all tenants of such persistence and of the Landlord's intention from and after a reasonable date following the date of such notice to tow away such persons' cars so parked in other areas of the Shopping Center, then, on or after the date specified in the Landlord's said general notice, if the Tenant or any officer, agent, employee, contractor, licensee or concessionaire of the Tenant shall park his or her car other than in designated employee parking areas, the Landlord shall have the right and privilege to have any such car towed away at the owner's expense.

Section 8.2. All costs and expenses of every kind and nature paid or incurred by the Landlord (including reasonable and appropriate reserves) in cleaning, operating, managing, equipping, decorating, policing, lighting, repairing, replacing and maintaining the Shopping Center, including, without limitation, all parking facilities (including any parking structure subsequently installed in the Shopping Center for the common use of customers and/or employees of the Shopping Center), utilities and facilities serving and/or required to be maintained by the Shopping Center (including parking facilities and access ways contiguous with the Shopping Center and available for use by occupants of the Shopping Center by reason of easement rights) and all taxes, assessments, costs and other expenses related thereto, and all other areas of the Shopping Center (including, but without limitation, all landscaping and gardening) shall be prorated, and the Tenant shall share therein in the manner hereinafter provided. Such costs and expenses shall likewise include (but shall not be limited to): (a) water and sewer charges, utility system installation charges and assessments, costs of the operation, maintenance and repair of any stormwater drainage facilities and private wastewater treatment facilities (including, without limitation, under the Wastewater Declaration (as such term is

hereinafter defined)); (b) costs of all roof and other maintenance, repairs and replacements performed by the Landlord; (c) costs of the installation, operation, maintenance, repair and replacement of any energy management system; (d) amortization of amounts paid for the right to access the Shopping Center; (e) premiums for liability, property damage, fire, workers' compensation, and other insurance, including, without limitation, (i) all insurance, hazard, rent and otherwise, from time to time carried by the Landlord on any or all structures on the Shopping Center, and (ii) insurance endorsements applicable to green buildings, including, without limitation, coverage in order to repair, restore, replace and re-commission the Building for certification or recertification in accordance with standards applicable to the U.S. Environmental Protection Agency's ENERGY STAR rating, the U.S. Green Building Council's LEED Green Building Rating System, the Building Owners and Managers Association (BOMA) International's 360 Performance Program or any comparable rating, certification or performance program now or hereafter in existence (collectively, the "Third Party Sustainability Standards") (without hereby obligating Landlord to seek such certification) or support achieving energy and carbon reduction targets; (f) charges applicable to the Shopping Center under the terms of the DCCR (as such term is hereinafter defined); (g) wages, unemployment taxes, social security taxes, and personal property taxes and assessments; (h) reasonable depreciation of equipment used in the operation of the common areas and administrative costs equal to fifteen percent (15%) of the total foregoing costs of operating and maintaining the common areas (except appropriate reserves maintained by the Landlord); (i) the cost of sustainability and energy management services including all costs of applying for, reporting and commissioning the Building or any part thereof to seek certification under any Third Party Sustainability Standard applicable to the Building as in effect from time to time; (j) all costs of maintaining, managing, reporting, commissioning, and re-commissioning the Building or any part thereof that is rated, certified or otherwise labeled under any Third Party Sustainability Standard applicable to the Building; and (k) any such costs and expenses whether paid or incurred prior or subsequent to the execution of this Lease, which Landlord has elected to amortize over a period of years shall be included, until such cost or expense has been fully recovered, in the expenses to be prorated pursuant to this Section 8.2; but there shall be excluded costs of equipment properly chargeable to capital account and depreciation of the original cost of constructing said buildings, parking facilities, and other common areas.

The Tenant agrees to pay to the Landlord its pro rata share of the aforesaid costs and expenses, including, without limitation, the costs and expenses set forth in this Section 8.2, which pro rata share shall be computed by multiplying the whole of said costs and expenses by a fraction the numerator of which is the total square footage of floor area of the Demised Premises and the denominator of which is the total square footage of leasable floor area of all buildings located in the Shopping Center from time to time. Without limiting the generality of the foregoing, in any event there shall be excluded from the denominator of such fraction the floor area of non-selling mezzanines and basements (if any), passageways, service corridors, shopping center offices, shopping center storage areas, shopping center utility rooms, shopping center sprinkler rooms, areas not on ground level and other common areas, and the floor area of loading areas and service corridors in so-called department stores and/or anchor stores and/or supermarkets. Landlord shall additionally have the option of excluding the denominator of such fraction, with respect to specific costs and expenses, the square footage of floor area of the Major Stores (as hereinafter defined) located in the Shopping Center. For the purposes of this Lease, a

“Major Store” is defined to mean a store demised to be approximately forty thousand (40,000) square feet or more of floor area. If Landlord elects to exclude the square footage of floor area of the Major Stores as aforesaid, the costs and expenses in which Tenant is required to share pursuant to this Section 8.2 shall be reduced by the amounts, if any, received by the Landlord from the occupants or tenants of the Major Stores expressly as their contribution towards the maintenance of the common areas of the Shopping Center. The parties acknowledge and agree that Tenant’s proportionate share with respect to such foregoing costs as of the Effective Date, subject to adjustment as set forth above and excluding Tenant’s share of costs payable pursuant to Section 7.3 above, shall be 7.48%.

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 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.

The Tenant’s share shall be paid in monthly installments, in the amount estimated from time to time by the Landlord on the first day of each and every calendar month, in advance. No later than one hundred twenty (120) days after the end of the first full calendar year following the Commencement Date and within one hundred twenty (120) days after the end of each full calendar year thereafter, the Landlord shall furnish to the Tenant a statement in reasonable detail setting forth the computation of such total costs and expenses, whereupon there shall be a prompt adjustment between the Landlord and the Tenant, with payment to, or repayment by, the Landlord, as the case may require to the end that the Landlord shall receive the entire amount of the Tenant’s pro rata share of said costs and expenses computed as aforesaid, and no more.

Section 8.3. Anything in this Lease to the contrary notwithstanding, it is expressly understood and agreed that the designation or use from time to time of portions of the Shopping Center as common areas shall not restrict the Landlord’s use of such areas for buildings, structures and/or for retail or such other purposes as the Landlord shall determine, including, without limitation, the designation from time to time of parking areas for the exclusive use of any tenant or occupant of the Shopping Center or the Development, the expansion or remodeling of the Shopping Center or the Development to include one or more additional anchor stores and small stores (on the present and/or additional levels), the Landlord hereby reserving the unrestricted right to build, add to, subtract from, lease, license, relocate and/or otherwise use (temporarily and/or permanently), any buildings, kiosks, other structures, parking areas, roadways or other areas or facilities anywhere upon the Shopping Center or the Development for retail or such other purposes as the Landlord shall determine.

#### ARTICLE IX. Utilities and Sustainability

Section 9.1. Beginning on the Delivery Date, the Tenant shall pay for all of its requirements for utilities, including, but not limited to, gas, water, sewer, electricity, and the like, including all utilities necessary for heating and air conditioning its Demised Premises. In

addition, Tenant shall be responsible for any water connection fees and any other such similar fees. In the event that the Landlord shall elect to, or contract to, supply any utilities, internet access, or other technology or communication services to the Demised Premises, then, insofar as and to the extent that such is permitted pursuant to applicable law and the regulations of the applicable utility company, the Tenant agrees to purchase the same from the Landlord or the Landlord's designees and the Tenant shall pay the Landlord or its designees (as the Landlord may select) monthly an amount therefor as initially estimated by the Landlord (or its designees), subject to changes by the Landlord (or its designees) from time to time, with an annual adjustment between the Landlord (or its designees) and the Tenant, with payment to, or repayment by, the Landlord (or its designees), as the case may require. Landlord reserves the right to change electricity providers at any time and to purchase green or renewable energy. At least annually, Tenant shall be required to submit to Landlord electricity consumption data in a format deemed reasonably acceptable by Landlord. Tenant shall pay directly to Landlord, as additional rent under this Lease, all water and sewer charges in connection with the Demised Premises, which charges shall be determined by Landlord based on monthly water meter readings by Landlord, and Tenant shall pay the cost of same to Landlord on a monthly basis within thirty (30) days after receipt of an invoice therefor. Alternatively, in Landlord's sole and absolute discretion, the Tenant shall make monthly water and sewer payments to Landlord (along with payments of Minimum Rent) in an amount equal to one-twelfth (1/12<sup>th</sup>) of the Tenant's annual charges for water and sewer as reasonably estimated by the Landlord (taking into account relevant factors including the prior year's water and sewer charges), with a final adjustment to be made between the parties as soon as said final annual charges have been determined. Sewer charges shall be determined by Landlord based on charges due from time to time under the terms of the Wastewater Declaration.

Section 9.2. Each party shall provide the other party, upon request made from time to time, with such information about the base building (in the case of a request made to Landlord) or of the Demised Premises (in the case of a request made to Tenant) as may be in the possession of the party of whom the request is made or of its architects, engineers or other consultants as may be applicable to determining or maintaining the sustainability of the Building and/or the Demised Premises. This information may include, but shall not be limited to, information provided to the U.S. Green Building Council or the Green Building Initiative, or their affiliates or subsidiaries, or any comparable third-party certification agencies now or hereafter in existence, to substantiate any third-party rating. In addition, Tenant shall also provide energy, water, and waste data to Landlord for reporting to such voluntary sustainability surveys such as GRESB or other industry-driven organization assessing real estate sustainability performance. Each party shall hold the information so received from the other party as confidential except for its limited use to evidence compliance with any sustainability standard. A party shall not use, nor allow any of its parent, subsidiary or affiliated entities or architects, engineers, other consultants or advisors, subtenants, assignees or others claiming by or through that party to use, any of such information to challenge any sustainability score, rating, certification or other approval granted by any third party.

Landlord may, from time to time, decide to develop, maintain and/or operate the Building in accordance with third-party accreditations, ratings or certifications that relate to sustainability issues, energy efficiency or other comparable goals, including, without limitation, the Third

Party Sustainability Standards. Should Landlord make such a decision, Tenant shall cooperate with Landlord's efforts in that regard. Such cooperation shall include, without limitation, providing Landlord with information within fourteen (14) days after a request is made about Tenant's occupancy as may be required by any such third-party agency, such as staffing levels, hours of operation, utility usage, commuting patterns (to the extent reasonably determinable), cleaning methods, build-out materials and techniques, furniture, fixtures and equipment inventories, and other purchasing information. The foregoing provisions shall apply whether Landlord affirmatively seeks an accreditation, rating or certification under a Third Party Sustainability Standard and to thereafter maintain the accreditation, rating or certification, or to operate voluntarily in accordance with some or all of such Third Party Sustainability Standards, but without formally obtaining the accreditation, rating or certification.

The parties hereto agree to comply with all mandatory and voluntary energy, water or other conservation controls or requirements applicable to retail buildings issued by the federal, state, county, municipal or other applicable governments, or any public utility or insurance carrier including, without limitation, controls on the permitted range of temperature settings in retail buildings or requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building. Any terms or conditions of this Lease that conflict or interfere with compliance by Landlord with such controls or requirements shall be suspended for the duration of such controls or requirements. It is further agreed that compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of Tenant from the Demised Premises and shall not entitle Tenant to terminate this Lease or to an abatement or reduction of any rent payable hereunder.

Electricity, water, gas, steam, or other utility usage at the Demises Premises shall be separately metered. Such separate metering may be a direct meter, a submeter or a check meter. Any meter so installed may, at Landlord's option, be a "smart meter". The cost of installation of any metering shall be a capital expense that is included in the costs and expenses set forth in Section 8.2 above on an amortized basis over the expected useful life of the meter. If such a meter is installed, Tenant shall pay for the consumption shown on the meter plus any fee applicable to reading the meter, either directly to the third-party utility provider in the case of a direct meter or to Landlord in the case of a submeter or check meter, and Tenant shall report to Landlord Tenant's usage as measured by the meter. If such a meter is installed, Tenant shall thereafter not be charged as an operating charge pursuant to Section 8.2 for any other tenant's use of that utility in the other tenant's own demised premises, but shall still be charged its pro rata share for the consumption of that utility in any part of the Building that is not leased to another tenant.

Landlord's property manager shall act as Tenant's primary contact for sustainability related matters.

#### ARTICLE X. Use of Premises

Section 10.1. It is understood, and the Tenant so agrees, that the Demised Premises during the Lease Term shall be used and occupied by the Tenant only for the purposes specified as the Use thereof in Section 1.1(k) of this Lease, and for no other purpose or purposes. Further,

Tenant's operation for business in the Demised Premises shall comply with all laws, rules and regulations applicable thereto, as well as the Initial Rules and Regulations (as hereinafter defined). Tenant shall not use or operate the Demised Premises in any manner that will cause the Building or any part thereof not to conform with Landlord's sustainability practices or the certification of the Building issued pursuant to any Third Party Sustainability Standard applicable to the Building at any time as determined by Landlord.

Set forth on Exhibit "C" hereto annexed and hereby made a part hereof, is a list of certain use restrictions or exclusives that affect the use that may be made of space within the Shopping Center. Without expanding in any way upon the uses to which the Demised Premises may be put under this Lease and notwithstanding anything to the contrary contained herein, for such period of time as the restrictions or exclusives set forth on said Exhibit "C" shall be outstanding, and shall be valid and enforceable in accordance with applicable law, in no event shall the Demised Premises be used in a fashion that violates said restrictions or exclusives.

Section 10.2. The Tenant further agrees to conform to all of the following provisions during the entire Lease Term:

- (a) The Tenant shall always conduct its operations in the Demised Premises under its present trade name.
- (b) No auction, fire, bankruptcy, "lost our lease" or going out of business sales (or the like, howsoever denominated) may be conducted within or outside the Demised Premises. Notwithstanding anything to the contrary set forth in this Lease, the Tenant may not install or operate any ATMs or other machines dispensing phone cards, internet access cards, or cards used in connection with communication or technology in the Demised Premises. As used herein, the term "ATM" shall mean an electronic terminal that dispenses cash and/or accepts consumer deposits and/or provides consumer banking account information.

Notwithstanding anything to the contrary set forth in this Lease, Tenant hereby agrees that its wireless internet and phone service located within the Demised Premises shall not migrate beyond a radius of fifteen (15) feet from the storefront of the Demised Premises and if the usable signal in connection therewith has strengthened so as to migrate beyond said fifteen (15) foot radius, Tenant will cause its provider to recalibrate the signal so that the usable signal is contained within said fifteen (15) foot radius.

- (c) Except for the Outside Patio Area used in accordance with the applicable terms of this Lease, the Tenant shall not use any area outside of the Demised Premises, including, without limitation, sidewalks adjacent to the Demised Premises for business purposes (including without limitation, the sale or display of merchandise or the distribution of handbills or advertising of any type).

- (d) The Tenant shall keep the display windows of the Demised Premises clean.
- (e) The Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by the Landlord; and all trash, refuse, and the like, shall be kept in covered trash receptacles, which trash receptacles shall be kept within the Demised Premises at all times, and in no event stored outside of the same and shall be disposed of in the manner and location designated by Landlord. All trash, refuse and the like shall be separated and otherwise disposed of as required by applicable law. Tenant shall have the right to the use of a common dumpster (which as of the date hereof is in the location as shown on Exhibit "A-2") ("Common Dumpster") for Tenant's trash, garbage and refuse (but expressly excluding cooking oil or grease). Tenant is solely responsible, at Tenant's sole cost and expense, for the removal of trash, garbage and refuse from the Demised Premises, for properly transporting same to the Common Dumpster and for properly depositing same into the Common Dumpster. Landlord shall be responsible for contracting for "regular" emptying of the Common Dumpster the cost of which shall be included in common area maintenance charges. As used herein, the term "regular" shall mean at such frequency to ensure that Tenant's trash, garbage and refuse does not accumulate in the Demised Premises or need to be placed on the street for pick up as a result of Landlord's failure. The Tenant agrees to fully cooperate with the Landlord in any recycling programs instituted by the Landlord. If provision is made by the Landlord for trash removal by a contractor, the Tenant agrees to use said contractor for its trash removal and to pay when due all charges at the rate established therefor from time to time. If the Tenant fails so to pay for trash removal, the Landlord shall have the same remedies (even if such payment is due to such contractor and not to the Landlord) as the Landlord has for nonpayment of rent hereunder. Landlord encourages all tenants to conserve energy usage in the Demised Premises and in that regard to take advantage of any governmental or private programs, subsidies or the like which are designed to encourage conservation of energy use and to use so-called smart products and so-called green products in the Demised Premises wherever possible. Landlord itself intends to operate the common areas with a view to conserve energy usage and in that regard Landlord may install equipment which has the effect of conserving energy usage which may include the generation of energy for sale to utility companies. Any tax credits, savings or the like which are generated through equipment installed in the Demised Premises by Tenant at Tenant's cost and expense with respect to energy conservation shall belong to Tenant and shall not be shared in by Landlord, and any tax credits, cost savings and the like which are generated through equipment installed by Landlord or otherwise obtained by Landlord shall belong to Landlord and shall not be shared in by Tenant.

- (f) Tenant shall not install any signage on the exterior of the Demised Premises, or visible from outside the Demised Premises, without Landlord's prior written consent upon submission of detailed plans, which consent shall not be unreasonably withheld provided that the same is in compliance with all applicable laws, including Municipal bylaws, rules and regulations, the DCCR, and with Landlord's signage requirements set forth in Exhibit "F" and shall not install paper or other signs of any type, including banners, on the interior or exterior of the storefront glass and aluminum system, or elsewhere on the entry system or windows, or on the doors. All interior signs must be professionally prepared.
- (g) The 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 odor or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center, and in no event shall any noises or odors be emitted from the Demised Premises.
- (h) The Demised Premises (as well as all doors and entryways thereto) shall be kept open for business at least 11:30 A.M. to 9:00 P.M. Monday through Saturday and 11:30A.M. to 6:00 P.M. on Sunday, and any additional days and hours that other similar restaurants in shopping centers in the general locality of the Shopping Center are open for business provided that at least 50% of the tenants in the Shopping Center are likewise required to, or do, keep open for such additional days and hours, but in no event a greater number of hours than that permitted by then applicable law.
- (i) The Tenant shall at all times keep the Demised Premises fully and adequately stocked and fixtured, with an adequate staff so as to promote and facilitate maximum sales, and shall not use any portion of the Demised Premises for storage or other services, except for its operations in the Demised Premises.
- (j) The Tenant shall at all times fully and adequately heat and/or air-condition (as the circumstances require) the Demised Premises.
- (k) The Tenant agrees that it and its employees, contractors, licensees, agents, servants and others connected with the Tenant's operations at the Demised Premises will abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to such Shopping Center. The initial rules and regulations are attached hereto as Exhibit "E" (the "Initial Rules and Regulations").
- (l) The Tenant shall not use, transport, handle, store, release or dispose of any oil or hazardous or toxic materials, substances or wastes in or about the Shopping Center.

- (m) Tenant agrees that, within the Demised Premises, it shall be responsible for compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto.

Section 10.3. Except as specifically set forth in this Section 10.3, the Tenant covenants and agrees that it will not assign this Lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Demised Premises without in each instance having first received the express written consent of the Landlord, which approval shall not be unreasonably withheld or delayed provided the following conditions have been satisfied:

(i) as of the date of such subleasing or assignment, (A) the proposed subtenant or assignee has a financial tangible net worth at least equal to the financial tangible net worth that the Tenant herein has as of the Effective Date and as of the date such consent is requested and (B) has at least five (5) years business experience operating a comparable restaurant as permitted herein;

(ii) the quality of the operation of the proposed subtenant or assignee is, in Landlord's judgment, consistent with the quality of tenants then operating at the Shopping Center;

(iii) the proposed subtenant or assignee shall first agree directly with the Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to abide by the Use clause set forth in Section 1.1(k) hereof;

(iv) the proposed transfer will not cause a violation of another lease for space in the Shopping Center, or give another tenant a right to a reduction in rent or terminate its lease; and

(v) neither the proposed transferee nor any subsidiary of the proposed transferee (x) occupies space in the Shopping Center at the time of the request for consent, or (y) is negotiating with Landlord to lease space in the Shopping Center at such time, or (z) has negotiated with Landlord during the six (6) month period immediately preceding the date of such request.

In the event the Tenant seeks the Landlord's consent pursuant to this Section 10.3, the Tenant shall furnish the Landlord with such information regarding the prospective assignee or sublessee as the Landlord may require, including, without limitation, information regarding financial ability and business experience relating to the uses permitted hereunder. Except as specifically set forth in this Section 10.3, the Landlord may in its sole discretion withhold its consent to any proposed assignment or subletting. Additionally, it shall be a reasonable basis for Landlord to withhold its consent to any proposed assignment or subletting if Tenant tenders for Landlord's approval an assignment of this Lease or a sublease of the Demised Premises or any part of the Demised Premises to a proposed assignee/subtenant whose proposed use or operation in the Demised Premises may or will cause the Building or any part thereof not to conform with the environmental and green building clauses in this Lease. In any case where the Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease, and the Guarantor shall remain liable for all of

its obligations under the Lease Guaranty. The provisions of this Section 10.3 shall not, however, be applicable to an assignment of this Lease by the Tenant to its wholly owned subsidiary or immediate controlling corporation (for such period of time as such corporation remains such a subsidiary or such a controlling corporation, respectively, it being agreed that the subsequent sale or transfer of stock resulting in a change in voting control, or any other transaction(s) having the overall effect that such corporation ceases to be such a subsidiary or such a controlling corporation, respectively, of the Tenant, shall be treated as if such sale or transfer or transaction(s) were, for all purposes, an assignment of this Lease governed by the provisions of this Section 10.3), provided (and it shall be a condition of the validity of any such assignment) that such wholly owned subsidiary or such immediate controlling corporation first agree directly with the Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided for under this Lease, the covenant to use the Demised Premises only for the Use specifically permitted under this Lease and the covenant against further assignment, but such assignment shall not relieve the Tenant herein named of any of its obligations hereunder, and the Tenant shall remain fully liable therefor.

For the purposes of this Lease, the entering into of any management agreement or any agreement in the nature thereof transferring control or any substantial percentage of the profits and losses from the business operations of the Tenant in the Demised Premises to a person or entity other than the Tenant, or otherwise having substantially the same effect, shall be treated for all purposes as an assignment of this Lease and shall be governed by the provisions of this Section 10.3. In addition, for the purposes of this Lease, the sale or transfer (which term shall include, without limitation, the exchange, issuance and redemption) of twenty-five percent (25%) or more, or such smaller percentage as would result in a change in the voting control, of the voting stock of the Tenant (if the Tenant is a corporation), the voting stock of any corporate guarantor of the Tenant (whether or not specified in Section 1.1 hereof), or the voting stock of any immediate or remote controlling corporation of the Tenant (whether such sale or transfer occurs at one time or at intervals so that, in the aggregate, over the Lease Term, such transfer shall have occurred), or any other transaction(s) overall having the effect of a change in voting control or substantially the same effect if the entity in question is not a corporation (such as, without limitation, a change in the number or the identity of partners of a partnership or of beneficiaries of a trust, or members or interests therein of a limited liability company), shall be treated as if such sale or transfer or transaction(s) were, for all purposes, an assignment of this Lease and shall be governed by the provisions of this Section 10.3.

In the event the Tenant proposes to assign this Lease (which term shall include the entering into of any management or similar control transferring agreement, and also shall include the sale or transfer of stock or a change in control, as aforesaid) or to sublet the whole or any part of the Demised Premises (other than as expressly hereinabove permitted to its wholly owned subsidiary or its immediate controlling corporation or with the Landlord's prior written consent), in addition to and without limiting any of the Landlord's rights and remedies on account of the resulting default hereunder by the Tenant, the Landlord shall have the right, without regard to whether the Landlord's withholding its consent to such assignment or subletting would be construed to be unreasonable, to terminate this Lease by giving the Tenant notice of the Landlord's desire so to do, in which event this Lease shall terminate on the date specified by the

Landlord in such notice all as if such date were the date specified in Section 1.1(e) hereof as the Expiration Date. In the event of any assignment or subletting (other than as expressly hereinabove permitted to a wholly owned subsidiary or immediate controlling corporation of the Tenant or with the Landlord's prior written consent), the Minimum Rent shall be adjusted for the balance of the Lease Term such that the Minimum Rent payable hereunder shall thereafter be equal to the sum of: (i) the greater of (a) the annual Minimum Rent specified in Section 1.1(h) of this Lease and (b) the annual Minimum Rent payable pursuant to such assignment or sublease; plus (ii) the highest of the amounts of the annual Percentage Rent payable hereunder for and with respect to any of the then last three (3) full Lease Year preceding the assignment or subletting; and, in addition, any lump sum or installment payments for the leasehold payable by such assignee or sublessee shall be payable directly to the Landlord and not to the Tenant.

ARTICLE XI.  
Other Stores

Section 11.1. In recognition of the fact that this Lease provides for a Percentage Rent based upon the sales made by the Tenant in or from the Demised Premises, the Tenant covenants and agrees (insofar as and to the extent that it is lawful so to agree) that for the period commencing with the Effective Date and continuing for the full Lease Term, none of the Tenant, any guarantor or principal of or partner in the Tenant, any of their affiliated, parent or subsidiary companies, or any franchisor (or licensor) or any franchisee (or licensee) of any of them, will operate, either directly or indirectly, another restaurant using the same or a similar trade name to that under which the Demised Premises are then being operated or selling primarily those items permitted hereunder to be sold from the Demised Premises (including a department or concession in another store) of any kind, nature or description (other than stores, departments, or concessions presently being operated by it or them) within a reasonable area from the Demised Premises, without the prior written consent of the Landlord, the Tenant acknowledging that the area within a circle having as its center the Demised Premises and having a radius of six (6) miles is a reasonable area for this purpose. In addition to any other remedy otherwise available to the Landlord for breach of this covenant, it is specifically agreed that the Landlord may at the Landlord's election require that any and all sales made in or from any such other store be included in the computation of the Percentage Rent due hereunder, with the same force and effect as though such sales had actually been made in or from the Demised Premises. In the event Landlord so elects, all of the provisions of ARTICLE V shall be applicable to all records pertaining to such other store.

ARTICLE XII.  
Maintenance of Building, Etc.

Section 12.1. The Landlord agrees to keep in good order, condition, and repair the roof, foundations and structural portions of the Demised Premises to the extent, but only to the extent, originally constructed by the Landlord (except glass and glass windows and doors and the so-called storefront, irrespective of which party installed the same), except for any damage thereto caused by any act or negligence of the Tenant, its employees, agents, licensees, or contractors. The Landlord shall not be responsible to make any other improvements or repairs of any kind upon the Demised Premises, except as provided in ARTICLES XVI and XVII hereof.

Section 12.2. Except as specifically herein otherwise provided, the Tenant agrees that from and after the Delivery Date and continuously thereafter until the end of the Lease Term, it will keep neat and clean and maintain in good order, condition and repair, and replace the Demised Premises and every part thereof. All repair and maintenance performed by Tenant in the Demised Premises shall be performed by contractors or workmen designated or approved by Landlord and must comply with Landlord's sustainability practices, including any third-party rating system concerning the environmental compliance of the Building or the Demised Premises, as the same may change from time to time. Tenant is responsible for reporting lighting purchases to Landlord in a format suitable to Landlord. With respect to the HVAC system and equipment, the Tenant specifically agrees to maintain at all times during the Lease Term the usual service contract with respect thereto, furnishing evidence thereof (including renewals) to the Landlord, and keep the HVAC system and equipment in good repair. There is excepted from this paragraph, however, such damage as the Landlord is required to repair pursuant to ARTICLE XVI and ARTICLE XVII hereof. The Tenant further agrees that the Demised Premises shall be kept in a clean, sanitary and safe condition in accordance and shall in all respects comply with the laws of the United States of America, Commonwealth of Massachusetts and by-laws of the Town of Sudbury, and in accordance with all directions, rules, and regulations of the Health Officer, Fire Marshal, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover. The Tenant shall not permit or commit any waste.

The foregoing shall specifically include, without limitation, at Tenant's sole cost and expense, and in conformity with the foregoing requirements: (a) within the Demised Premises, proper collection (including, without limitation, under sink trap), storage and removal of grease and cooking oil generated by Tenant's use of the Demised Premises; (b) regular cleaning of the grease trap dedicated to the Demised Premises located outside the Building in accordance with the foregoing rules and regulations and proper functioning of said grease trap; and (c) cleaning of the flues connecting the Demised Premises to the roof, and regular maintenance of Tenant's related exhaust fans and filters (and including regular clean-up of grease related to and located around Tenant's roof exhaust fan area), and shall provide evidence from time to time of compliance with said applicable requirements with respect to the foregoing at Landlord's request.

In the event that a common grease trap located outside of the Building is utilized for multiple tenant spaces of the Building or Shopping Center, including the Demised Premises, Tenant shall be responsible for reimbursing Landlord for Tenant's share of the cost of regular maintenance and cleaning of such grease trap in the same proportion as the leasable square footage of the Demised Premises bears to the leasable square footage of all tenant space utilizing such grease trap.

Without limitation of the foregoing, Tenant agrees to maintain a contract with a licensed pest control contractor reasonably acceptable to the Landlord, which contract will provide for the monthly application of necessary pest control materials in the Demised Premises. The Tenant agrees to provide the Landlord with a copy of such contract upon request by Landlord and evidence of such monthly applications. Notwithstanding the foregoing, if provision is made by the Landlord for pest control by a contractor, then Tenant agrees to use said contractor for its pest control and to pay when due all charges at the rates established therefor from time to time,

provided only if such rates are competitive with those of other similar contractors. If the Tenant fails so to pay for such pest control, the Landlord shall have the same remedies (even if such payment is due to such contractor and not to the Landlord) as the Landlord has for nonpayment of rent hereunder.

Without limiting the foregoing, Tenant covenants and agrees, at its sole cost and expense: (i) to comply with all present and future laws, orders and regulations of the Federal, State, county, municipal or other governing authorities regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish and other refuse (collectively, "trash"); (ii) to comply with Landlord's recycling policy as part of Landlord's sustainability practices where it may be more stringent than applicable law; and (iii) that Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this paragraph. Tenant shall provide Landlord annually or at such other times as Landlord may reasonably request with waste manifests for all waste that left the Building under Tenant's control.

Section 12.3. The Tenant shall not make any alterations, improvements and/or additions to the Demised Premises (except as initially required by the terms of ARTICLE III of this Lease) without first obtaining, in each instance, the written consent of the Landlord and in any event any such alterations by the Tenant shall be made in accordance with all applicable laws and in a good and first-class, workmanlike manner and in accordance with this Lease including the provisions of Exhibit "B". Any and all alterations, additions, improvements, and fixtures which may be made or installed by either the Landlord or the Tenant upon the Demised Premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor, and any electrical, plumbing, heating, ventilating and/or air-conditioning systems and equipment) shall remain upon the Demised Premises, and at the termination of this Lease shall be surrendered with the Demised Premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures and furniture which may be installed in the Demised Premises prior to or during the Lease Term at the cost of the Tenant may be removed by the Tenant from the Demised Premises upon the termination of this Lease. Further, the Tenant covenants and agrees, at its own cost and expense, to (a) repair any and all damage to the Demised Premises resulting from or caused by such removal, and (b) dispose of, in an environmentally sustainable manner, any equipment, furnishings or materials no longer needed by Tenant and shall recycle or re-use in accordance with LEED-EB: O&M sustainability practices. In any event, any trade fixtures, equipment furniture and other personal property which remain in the Demised Premises following the expiration or earlier termination of the Lease Term, at the Landlord's option, may thereafter be removed and stored at the cost of the Tenant, or retained as the property of the Landlord or sold or otherwise disposed of by the Landlord, in any such case without any liability to or recourse by the Tenant or anyone claiming by, through or under the Tenant.

### ARTICLE XIII.

#### Indemnity and Commercial/General Liability Insurance

Section 13.1. The Tenant agrees to indemnify, defend with counsel acceptable to Landlord and save harmless the Landlord and the Landlord's managing agent from and against

loss, damages, costs, claims, damage, expense or liability, including, without limitation, attorneys' or other professional fees and expenses (collectively "Claims") of whatever nature arising from any willful act, omission or negligence on the part of the Tenant, or Tenant's officers, directors, members, managers, partners, employees, servants, agents or representatives (collectively, "Tenant's Agents"), or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law including, without limitation, any law, regulation, or ordinance concerning trash, hazardous materials, or other pollutant occurring from and after the date that possession of the demised premises is delivered to the Tenant and until the end of the Lease Term in or about the Tenant's demised premises, or arising from any accident, injury or damage occurring outside of the demised premises but within the Shopping Center, where such accident, damage or injury results or is claimed to have resulted from a willful act, omission or negligence on the part of the Tenant or Tenant's Agents. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such Claim or proceeding brought thereon, and the defense thereof, and shall survive the expiration or earlier termination of this Lease.

Section 13.2. In addition to the insurance required to be maintained by the Tenant pursuant to Section 15.2 and Exhibit "B" below, the Tenant shall procure and maintain the following coverages in the following amounts at all times following the date (the "Insurance Start Date") which is the earlier of (a) Tenant's entry into the Premises to perform any work or operate its business therein, or (b) the Delivery Date, and continuing thereafter throughout the Lease Term, at its expense, the following insurance:

- (i) Commercial General Liability (CGL) with total limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). The policy shall cover liability arising from the Demised Premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a contract). Any deductible amount should not to exceed \$10,000.
- (ii) Commercial Automobile Liability insurance with a limit of not less than \$1,000,000 each accident covering liability arising out of any auto, including owned, hired, and non-owned autos. Coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage.
- (iii) Workers' Compensation insurance as required by law and Employers Liability Insurance with the following minimum amounts: \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 disease – each employee.
- (iv) Excess Liability Coverage - \$3,000,000 per occurrence; \$3,000,000 aggregate as excess coverage over the required Employer's Liability, Commercial General Liability, and Commercial Automobile Liability policies.

- (v) The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall: (1) name Landlord, Landlord's management, leasing and development agents, and any other party it so specifies, as an additional insured; (2) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under this Lease; (3) be issued by an insurance company having a rating of not less than A-/VII in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the Commonwealth of Massachusetts; (4) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (5) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord; and (6) contain a cross-liability endorsement or severability of interest clause reasonably acceptable to Landlord. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Insurance Start Date and at least thirty (30) days before the expiration dates thereof. If Tenant shall fail to procure such insurance, or to deliver such policies or certificate, within such time periods, Landlord may, at its option, in addition to all of its other rights and remedies under this Lease, and without regard to any notice and cure periods set forth in this Lease, procure such policies for the account of Tenant, and the cost thereof shall be paid by Tenant to Landlord as additional rent within ten (10) days after delivery of bills therefor. The limits of insurance required by this Lease or as otherwise carried by Tenant shall not limit the liability of Tenant or relieve Tenant of any obligations under this Lease, except to the extent provided in any waiver of subrogation contained in this Lease. Tenant shall have sole responsibility for payment of all deductibles.

Section 13.3. The Tenant agrees (a) 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 own risk, and (b) that the Landlord shall have no responsibility or liability for any loss of or damage to the Tenant's leasehold improvements or to fixtures or other personal property of the Tenant or those claiming by, through or under the Tenant. The provisions of this Section shall apply during the whole of the Lease Term, and in view of the permission given to the Tenant to install fixtures and do certain work prior to the Delivery Date, shall also apply at all times prior to the Delivery Date.

Section 13.4. The Tenant agrees that the Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under the Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Demised Premises or any of the buildings on the Shopping Center, or otherwise, or for any loss or damage resulting to the Tenant or those claiming by, through or under the Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sprinkler, sewer or steam pipes.

Section 13.5. The foregoing provisions of this ARTICLE XIII (as well as any other provisions dealing with indemnity and the like by Tenant of Landlord) shall be deemed to be modified in each case by the insertion in the appropriate place of the language: “except as otherwise provided in Mass. G.L. Ter. Ed., C. 186, §15”.

ARTICLE XIV.  
Landlord’s Access to Premises

Section 14.1. The Landlord and its designees shall have the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting or making repairs or improvements to the same or exhibiting the same to prospective purchasers and lenders. If repairs are required to be made by the Tenant pursuant to the terms hereof or if the Tenant is required to perform any other obligation under this Lease, the Landlord may demand that the Tenant make such repairs or perform such obligation forthwith, and if the Tenant refuses or neglects to commence such repairs or performance and complete the same with reasonable dispatch, after such demand, the Landlord may (but shall not be required to) make or cause such repairs or performance to be done and shall not be responsible to the Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If the Landlord makes or causes such repairs or performance to be done, or endeavors so to do, the Tenant agrees that it will forthwith, on demand, pay to the Landlord one hundred fifty percent (150%) of the cost thus incurred by Landlord, and if the Tenant shall default in such payment, the Landlord shall have the remedies provided in ARTICLE XIX hereof.

Section 14.2. For a period commencing one (1) year prior to the termination of this Lease, the Landlord may install on the Demised Premises a “for rent” sign and the Landlord may have reasonable access to the Demised Premises for the purpose of exhibiting the same to prospective tenants.

ARTICLE XV.  
Insurance

Section 15.1. The Landlord shall keep the Building insured against loss or damage by fire, with All Risks of Physical Loss and such other insurance as from time to time the then holder of the first mortgage which includes the Demised Premises shall require or the Landlord otherwise shall deem advisable, but specifically excluding any property or improvements installed by or belonging to the Tenant.

Section 15.2. The Tenant also agrees that it shall continuously maintain Physical Damage Insurance covering (a) all furniture, trade fixtures, equipment, merchandise and other items of Tenant’s property on the Demised Premises installed by, for, or at the expense of Tenant, and (b) all tenant improvements, alterations and other improvements and additions in and to the Demised Premises, including the Tenant’s Work and any improvements, alterations or additions installed above the ceiling of the Demised Premises or below the floor of the Demised Premises. Such insurance shall be written on a physical loss or damage basis under a “special form/All Risk” policy, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance with a deductible amount not to exceed \$5,000 and shall include, without limitation, fire,

windstorm and flood coverage, extended coverage, a vandalism and malicious mischief endorsement, sprinkler leakage coverage and earthquake sprinkler leakage coverage. Notwithstanding the foregoing, sprinkler leakage coverage shall only be required if the Building has a sprinkler system. The Tenant also agrees that it shall continuously maintain Business interruption, loss-of-income and extra-expense insurance in such amounts as will reimburse Tenant for direct and indirect loss of earnings attributable to all perils commonly insured against by prudent tenants and loss attributable to the denial and prevention of access to the Demised Premises or to the Building as a result of such perils.

Section 15.3. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom), the Landlord and the Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, or required to be carried pursuant to the provisions of this Lease respectively, the one carrying such insurance or required to carry such insurance and suffering said loss (whether insured or not) releases the other of and from any and all claims with respect to such loss, and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof, even though, notwithstanding anything to the contrary set forth in this Lease, such loss or damage might have been occasioned by the negligence of Landlord or Tenant, or their respective agents or employees. In the event that an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 15.4. The Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Demised Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Demised Premises or on the other buildings located on the Shopping Center above the standard rate on said Demised Premises and buildings with a regular retail store located in the Demised Premises; and the Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to the Landlord on demand any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

#### ARTICLE XVI. Damage Clause

Section 16.1. In case during the Lease Term the Demised Premises shall be partially damaged (as distinguished from “substantially damaged”, as that term is hereinafter defined) by fire or other casualty, the Landlord shall forthwith proceed to repair such damage and restore the Demised Premises, or so much thereof as was originally constructed by the Landlord, to substantially their condition at the time of such damage, but the Landlord shall not be responsible for any delay which may result from any cause beyond the Landlord’s reasonable control.

Section 16.2. In case during the Lease Term the Demised Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by the Landlord's insurance, this Lease shall, except as hereinafter provided, remain in full force and effect, and the Landlord shall promptly after such damage and the determination of the net amount of insurance proceeds available to the Landlord, expend so much as may be necessary of such net amount to restore, to the extent originally constructed by the Landlord (consistent, however, with zoning laws and building codes then in existence), so much of the Demised Premises as was originally constructed by the Landlord to substantially the condition in which such portion of the Demised Premises was in at the time of such damage, except as hereinafter provided, but the Landlord shall not be responsible for delay which may result from any cause beyond the reasonable control of the Landlord. Should the net amount of insurance proceeds available to the Landlord be insufficient to cover the cost of restoring the Demised Premises, in the reasonable estimate of the Landlord, the Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Demised Premises with all reasonable diligence or the Landlord may terminate this Lease by giving notice to the Tenant not later than a reasonable time after the Landlord has determined the estimated net amount of insurance proceeds available to the Landlord and the estimated cost of such restoration. In case of substantial damage or destruction, as a result of a risk which is not covered by the Landlord's insurance, the Landlord shall likewise be obligated to rebuild the Demised Premises, all as aforesaid, unless the Landlord, within a reasonable time after the occurrence of such event, gives written notice to the Tenant of the Landlord's election to terminate this Lease. If the Landlord shall elect to terminate this Lease, as aforesaid, this Lease and the Lease Term shall cease and come to an end as of the date of said damage or destruction.

Section 16.3. However, if the Demised Premises shall be substantially damaged or destroyed by fire, windstorm, or otherwise within the last one (1) year of the Lease Term, either party shall have the right to terminate this Lease, provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this Lease and the Lease Term shall cease and come to an end as of the date of said damage or destruction.

Section 16.4. Unless this Lease is terminated as provided in Section 16.2, Section 16.3 or Section 16.6 of this ARTICLE XVI, if the Demised Premises shall be damaged or destroyed by fire or other casualty, then the Tenant shall: (i) repair and restore all portions of the Demised Premises not required to be restored by the Landlord pursuant to this ARTICLE XVI to substantially the condition which such portions of the Demised Premises were in at the time of such casualty; (ii) equip the Demised Premises with trade fixtures and all personal property necessary or proper for the operation of the Tenant's business; and (iii) open for business in the Demised Premises as soon thereafter as possible.

Section 16.5. In the event that the provisions of Section 16.1 or Section 16.2 of this ARTICLE XVI shall become applicable, the Minimum Rent shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of the Tenant in the Demised Premises, having regard for the extent to which the Tenant may be required to discontinue its business in the Demised Premises, and such abatement or reduction shall continue for the period

commencing with such destruction or damage and ending upon the earlier to occur of: (i) the completion by the Landlord of such work of repair and/or reconstruction as the Landlord is obligated to do; or (ii) the date that the Tenant first reopens for business in all or a portion of the Demised Premises. Nothing in this Section shall be construed to abate or reduce Percentage Rent or any other additional rent.

Section 16.6. If, however, the Shopping Center shall be substantially damaged or destroyed by fire or casualty, irrespective of whether or not the Demised Premises are damaged or destroyed, the Landlord shall promptly restore, to the extent originally constructed by the Landlord (consistent, however, with zoning laws and building codes then in existence), so much of such Shopping Center as was originally constructed by the Landlord to substantially the condition thereof at the time of such damage, unless the Landlord, within a reasonable time after such loss, gives notice to the Tenant of the Landlord's election to terminate this Lease. If the Landlord shall give such notice, then anything in this ARTICLE XVI to the contrary notwithstanding this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the Expiration Date of this Lease.

Section 16.7. The terms "substantially damaged" and "substantial damage", as used in this ARTICLE, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the premises restored within thirty (30) days from the time that such repair or restoration work would be commenced.

#### ARTICLE XVII. Eminent Domain

Section 17.1. If the Demised Premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of the Tenant in the reasonable opinion of the Landlord, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this Lease, provided that such notice is given not later than thirty (30) days after the Tenant has been deprived of possession. For the purposes of this ARTICLE, any deed or any transfer of title in lieu of any such taking shall be treated as such a taking. Moreover, for the purposes of this ARTICLE, such a taking of the Tenant's entire leasehold interest hereunder in the Demised Premises (or assignment or termination in lieu thereof) shall be treated as a taking of the entire Demised Premises, and in such event the Tenant shall be treated as having been deprived of possession on the effective date thereof. Should any part of the Demised Premises be so taken or condemned, and should this Lease not be terminated in accordance with the foregoing provision, the Landlord covenants and agrees within a reasonable time after such taking or condemnation, and the determination of the Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to the Landlord in such condemnation proceedings in restoring the Demised Premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to the Landlord be insufficient to cover the cost of restoring the Demised Premises, as estimated by the Landlord's architect, the Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said premises as above provided, with all reasonable diligence, or terminate this Lease. Where the Tenant has not already exercised any right of termination accorded to it under the foregoing portion of this paragraph, the Landlord shall notify the Tenant of the Landlord's election not later than ninety

(90) days after the final determination of the amount of the award. Further, if so much of the Shopping Center shall be so taken that continued operation of the Shopping Center would be uneconomical in the Landlord's judgment or prohibited by zoning or other applicable law, the Landlord shall have the right to terminate this Lease by giving notice to the Tenant of the Landlord's desire so to do not later than thirty (30) days after the effective date of such taking.

Section 17.2. Out of any award or awards for any taking of the Demised Premises (including, without limitation, any taking of the Tenant's leasehold interest as aforesaid) in condemnation proceedings or by right of eminent domain, the Landlord shall be entitled to receive and retain the amounts awarded for such Demised Premises and for the Landlord's business loss. The Tenant shall be entitled to receive and retain only such amounts as may be specifically awarded to it for the taking of its trade fixtures or furniture and its leasehold improvements and only to the extent such amounts are awarded in a separate proceeding and only to the extent the Landlord's award is not thereby reduced and the Tenant is not otherwise reimbursed for the same by the Landlord.

Section 17.3. In the event of any such taking of the Demised Premises, the Minimum Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

#### ARTICLE XVIII. Bankruptcy or Insolvency

Section 18.1. If the Tenant shall become a debtor under the United States Bankruptcy Code, 11 U.S.C. §§101 et seq. (the "Bankruptcy Code") then, to the extent that the Bankruptcy Code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. Tenant agrees and acknowledges that the Demised Premises is in a shopping center within the meaning of Section 365 of the Bankruptcy Code. If this Lease shall be deemed to have been rejected or is rejected under the Bankruptcy Code, then the Landlord shall be thereafter immediately entitled to possession of the Demised Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor in possession shall be permitted or effective unless in addition to whatever else is required under or provided for in the Bankruptcy Code: (i) all defaults (monetary and nonmonetary) shall have been cured, all pecuniary losses shall have been reimbursed (including, without limitation, attorneys' fees and expenses incurred by the Landlord) and the Landlord shall have been provided with adequate assurances reasonably satisfactory to the Landlord, including (a) guaranties and/or security deposits, and (b) any other assurances required by the Landlord that there will continue to be sufficient funds and personnel available to professionally merchandise, stock, promote, staff and operate the Demised Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Demised Premises subsequent thereto shall cause or result in any breach or other violation of any provision of this or any lease, mortgage, easement, covenant or contract related to, or disrupt the tenant mix of the Shopping Center; and (iii) the assumption and, if applicable, the assignment of this Lease satisfies in full the provisions of the Bankruptcy Code, including, without limitation, Sections 365(b)(1) and (3) and (f); and (iv) the assumption has been approved by order of such court or courts as have proper jurisdiction over the Tenant's bankruptcy case. No assignment of

this Lease by the trustee or debtor in possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied in addition to whatever else is required under or provided for in the Bankruptcy Code (i), (ii), (iii) and (iv) of the preceding sentence regarding such assignment, and any such assignment, shall, without limitation, be subject to the provisions of Section 10.3 hereof. Nothing herein shall be deemed to constitute the consent by Landlord to an assumption of, assignment of, or an extension of the time for Tenant to assume or reject, this Lease under the Bankruptcy Code, and all of Landlord's rights, claims and remedies are and shall be preserved. When the trustee or debtor in possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Minimum Rent, additional rent and other charges specified herein to be payable by the Tenant. In no event shall this Lease, if the Lease Term has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the Lease Term pursuant to the provisions of this ARTICLE XVIII or prevent the Landlord from regaining possession of the Demised Premises thereupon.

ARTICLE XIX.  
Landlord's Remedies

Section 19.1. Any one of the following occurrences shall be deemed to be an "Event of Default":

A. Failure on the part of the Tenant to make payment of rent or any other monetary amount due under this Lease within five (5) days after the Landlord has sent to the Tenant notice of such default; provided, however, if: (i) the Landlord shall have sent to the Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated; and (ii) during the same calendar year in which said notice of default has been sent by the Landlord to the Tenant, the Tenant thereafter shall default in any monetary payment, then (a) the same shall be deemed to be an Event of Default upon the Landlord giving the Tenant written notice thereof, without the five (5) day grace period set forth above and (b) the Landlord shall have the right at any time thereafter during the Lease Term to require the Tenant to make all payments due hereunder by certified check.

B. With respect to a non-monetary default under this Lease, failure of the Tenant to cure the same within the lesser of (i) 30 days after the Landlord has sent to the Tenant notice of such default and, (ii) to the extent set forth elsewhere in this Lease, the minimum time period required to cure the default after the Landlord has sent to the Tenant notice of such default. The Tenant shall be obligated to commence forthwith and to complete as soon as possible the curing of such default and if the Tenant fails so to do, the same shall be deemed to be an Event of Default; provided, however, if: (i) the Landlord shall have sent to the Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated; and (ii) during the same calendar year in which said notice of default has been sent by the Landlord to the Tenant, the Tenant thereafter shall default in any non-monetary matter, then the same shall be deemed to be an Event of Default upon the Landlord giving the Tenant written notice thereof, and the Tenant shall have no grace period within which to cure the same.

C. Subject to subparagraph D below, the commencement of any of the following proceedings by one or more creditors of Tenant, with such proceeding not being dismissed within sixty (60) days after it has begun: (i) any material asset of the Tenant or the estate hereby created being taken, attached or levied upon on execution or by other process of law; (ii) the Tenant being judicially declared bankrupt or insolvent according to law; (iii) an involuntary assignment being made of the property of the Tenant for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction; or (v) a petition being filed involuntarily against the Tenant under the Bankruptcy Code or any similar federal or state laws now or hereafter enacted.

D. The Tenant (i) filing a petition under, or otherwise availing itself of any provisions of, the Bankruptcy Code, (ii) making an assignment of some or all of the property of the Tenant for the benefit of creditors, (iii) instituting proceedings to have Tenant adjudicated as bankrupt or insolvent, (iv) commencing a reorganization, liquidation, rearrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief, or requesting the appointment of a receiver or custodian of some or all of the property of the Tenant, in equity or under any federal or state law now or hereafter enacted relating to bankruptcy, insolvency, reorganization, compromise of debts or relief of debtors, (v) colluding in or taking any action in furtherance of the filing of an involuntary petition against Tenant under the Bankruptcy Code, the appointment of a receiver or trustee or the assignment of property of Tenant for the benefit of creditors, or (vi) consenting to or taking any action in furtherance of any of the foregoing.

E. Excepting circumstances as the result of Force Majeure (as defined in Section 20.21 hereof), failure of the Tenant, after the Lease Term commences, to be open for business to the public for more than one (1) day when required by this Lease to be so open in any one Lease Year, or for more than an aggregate of three (3) such days during the Lease Term, or if the Tenant shall otherwise abandon or vacate the Demised Premises. Without limitation, the failure of the Tenant to have completed the Tenant's Work and to have opened for business on or before the date that is one hundred twenty (120) days following the Delivery Date or the closing of the Demised Premises for business after the Tenant has initially opened for business therein, if such failure or closing continues for more than three (3) consecutive days on which the Tenant is required pursuant to applicable provisions of this Lease to keep the Demised Premises open for business, shall be considered for the purposes hereof to be an abandonment of the Demised Premises by the Tenant.

Section 19.2. Should any Event of Default occur then, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the Landlord lawfully may, in addition to any remedies available to the Landlord under applicable statutes or case law, or otherwise, immediately or at any time thereafter, and without demand or notice (and the Tenant hereby expressly waives any notice to quit possession of the Demised Premises), enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate, and expel the Tenant and

those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and/or the Landlord may send written notice to the Tenant terminating the Lease Term; and upon the first to occur of: (i) entry as aforesaid; or (ii) the fifth (5<sup>th</sup>) day following the sending of such notice of termination, the Lease Term shall terminate.

Section 19.3. The Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by the Landlord, whether by summary proceedings (and the Tenant hereby expressly waives any notice to quit possession of the Demised Premises prior to the institution of such summary proceedings), termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if the Landlord had not entered or re-entered, as aforesaid, and whether the Demised Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof; but in the event the Demised Premises be relet by the Landlord, the Tenant shall be entitled to a credit in the net amount of rent received by the Landlord in reletting, after deduction of all expenses incurred in reletting the Demised Premises (including, without limitation, remodeling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. It is specifically understood and agreed that the Landlord shall be entitled to take into account in connection with any reletting of the Demised Premises all relevant factors which would be taken into account by a sophisticated developer in securing a replacement tenant for the Demised Premises, such as, but not limited to, the type of shopping center then being operated on the Shopping Center, matters of tenant mix, the type of operation proposed to be conducted by any such replacement tenant, and the financial responsibility of any such replacement tenant; and the Tenant hereby waives, to the extent permitted by applicable law, any obligation the Landlord may have to mitigate the Landlord's damages. 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. In lieu of such alternative, at the election of the Landlord, the Tenant will upon such termination pay to the Landlord as liquidated damages and not as a penalty the sum of one (1) full year's Minimum Rent, Percentage Rent and other charges. For the purposes of the foregoing, the amount of Percentage Rent to be paid shall be equal to twelve (12) times the monthly Percentage Rent set forth in Section 19.4 of this Lease. To induce the Landlord to enter into this Lease, the Tenant hereby waives any right to trial by jury in any action, proceeding or counterclaim brought by the Landlord against the Tenant on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of the Landlord and the Tenant and the Tenant's use and occupancy of the Demised Premises and/or any claim of injury or damage.

Section 19.4. For the purposes of this ARTICLE XIX, it shall be deemed that Percentage Rent, if provision therefor is made in this Lease, for any period after any such default and entry by the Landlord would have been at a monthly rate thereafter equal to the average monthly

Percentage Rent which the Tenant was obligated to pay to the Landlord under this Lease either: (i) from the commencement hereof to the date of such default: or (ii) during the last three (3) years prior to the date of such default, whichever is the greater.

Section 19.5. If this Lease shall be guaranteed on behalf of the Tenant, all of the foregoing provisions of the preceding ARTICLE XVIII and this ARTICLE XIX with respect to bankruptcy of the Tenant, etc., shall be deemed to read “the Tenant or the guarantor hereof”.

Section 19.6. The Landlord shall in no event be in default in the performance of any of the Landlord’s obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

The Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against the Landlord from rent thereafter due and payable, but shall look solely to the Landlord for satisfaction of such claim.

## ARTICLE XX.

### Miscellaneous Provisions

#### Section 20.1. Waiver.

Failure on the part of the Landlord or the Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be deemed to be a waiver by that party of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Landlord or the Tenant shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Landlord or the Tenant to or of any action by the other requiring that party’s consent or approval shall not be deemed to waive or render unnecessary that party’s consent or approval to or of any subsequent similar act by the other. Any consent required of the Landlord in any provision of this Lease may be withheld by the Landlord in its sole discretion unless the provision requiring such consent specifically states that the Landlord shall not withhold such consent unreasonably.

No payment by the Tenant, or acceptance by the Landlord, of a lesser amount than shall be due from the Tenant to the Landlord shall be treated otherwise than as a payment on account. The acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Landlord may accept such check without prejudice to any other rights or remedies which the Landlord may have against the Tenant.

#### Section 20.2. Covenant of Quiet Enjoyment.

This Lease is expressly subject to all matters of record, including, without limitation all terms and conditions of (including, without limitation, the rules and regulations set forth in

Exhibit “E” hereof), that certain: (a) Declaration of Covenants, Conditions and Restrictions for Private Wastewater Treatment Facility dated December 13, 2016, recorded with the Middlesex South District Registry of Deeds (the “Registry”) in Book 68582, Page 516, providing for the improvement, maintenance, management, operation and sharing of costs with respect to the wastewater treatment plant located on and serving the Development, including the Shopping Center (the “PWTF”) (as the foregoing may be amended from time to time hereafter, the “Wastewater Declaration”); and (b) Declaration of Covenants, Conditions and Restrictions dated December 13, 2016, recorded with the Registry in Book 68582, Page 475, providing for access, utilities, maintenance, management and sharing of costs with respect to the roadways, signage, open space, and other common facilities in the Development (as the foregoing may be amended from time to time hereafter, the “DCCR”). The Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Demised Premises during the Lease Term without hindrance or ejection by any persons lawfully claiming under the Landlord, but it is understood and agreed that this covenant and any and all other covenants of the Landlord contained in this Lease shall be binding upon the Landlord and the Landlord’s successors only with respect to breaches occurring during the Landlord’s and the Landlord’s successors, respective ownership of the Landlord’s interest hereunder. In addition, the Tenant specifically agrees to look solely to the Landlord’s equity in the Shopping Center for recovery of any judgment from the Landlord, it being specifically agreed that neither the Landlord nor anyone claiming under the Landlord shall ever be personally liable for any such judgment. In no event shall Tenant have the right to terminate or cancel this Lease as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, except in the case of a wrongful eviction of Tenant from the Demised Premises (constructive or actual) by Landlord. Further, in no event shall the Landlord ever be liable to the Tenant for any indirect or consequential damages or loss of profits or the like.

### Section 20.3. Status Report.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, upon the written request of the other made from time to time, will promptly furnish (and in any event, not later than ten (10) days after the receipt of any such request) a written statement of the status of any matter pertaining to this Lease. Without limiting the generality of the foregoing, the Tenant specifically agrees, promptly upon the commencement of the Lease Term, to notify the Landlord in writing of the Commencement Date, the Rent Commencement Date and the Expiration Date and acknowledge satisfaction of the requirements with respect to construction and other matters by the Landlord, save and except for such matters as the Tenant may wish to set forth specifically in said statement.

### Section 20.4. Notice to Mortgagee.

After receiving written notice from any person, firm, or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the Demised Premises, the Tenant shall, so long as such mortgage is outstanding, be

required to give to such holder the same notice as is required to be given to the Landlord under the terms of this Lease, but such notice may be given by the Tenant to the Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to the Landlord and such additional period of time as such holder shall reasonably require therefor; and if necessary to cure such a default, such holder shall have access to the Demised Premises.

Section 20.5. Assignment of Rents.

With reference to any assignment by the Landlord of the Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage or deed of trust on the Demised Premises, the Tenant agrees:

- (a) that the execution thereof by the Landlord, and the acceptance thereof by such holder, shall never be deemed an assumption by such holder of any of the obligations of the Landlord hereunder, unless such holder shall, by written notice sent to the Tenant, specifically otherwise elect; and
- (b) that, except as aforesaid, such holder shall be treated as having assumed only the Landlord's obligations hereunder arising from and after foreclosure of such holder's mortgage or deed of trust and the taking of possession of the Demised Premises by such holder.

Section 20.6. Mechanics' Liens.

The Tenant agrees immediately to discharge of record (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's, or other lien against the Demised Premises and/or the Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the Demised Premises and to indemnify, defend with counsel acceptable to Landlord and save harmless Landlord from any claims or actions relating to compensation or payment for the Tenant Work (as hereinafter defined).

The parties hereby acknowledge that, in performing any alterations, additions, or other work (collectively "Tenant Work"), Tenant is acting for its own benefit and account, and the parties expressly agree that Tenant will not be acting as Landlord's agent in performing any Tenant Work. The fact that Tenant is required to obtain Landlord's consent prior to commencing any Tenant Work is solely for the benefit of Landlord in determining whether such Tenant Work will adversely affect the building in which the Demised Premises is located and the granting of Landlord's consent to any Tenant Work shall not be construed to give rights to any other parties. Tenant shall require any contractor who performs Tenant Work to expressly acknowledge and agree to the provisions of this paragraph.

Section 20.7. Landlord's Fees and Expenses.

Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all legal fees and expenses incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this Lease or the Demised Premises or from any bankruptcy case involving the Tenant, including without limitation, any breach by the Tenant of its obligations hereunder or the filing by or against the Tenant of any petition for relief under any applicable bankruptcy law (any bankruptcy matter referred to herein being subject to the provisions of ARTICLE XVIII hereof).

Further, if the Tenant shall request the Landlord's consent or joinder in any instrument pertaining to this Lease, the Tenant agrees promptly to reimburse the Landlord for the legal fees incurred by the Landlord in processing such request, whether or not the Landlord complies therewith; and if the Tenant shall fail promptly so to reimburse the Landlord, same shall be deemed to be a default in the Tenant's monetary obligations under this Lease.

Whenever the Tenant shall request approval by the Landlord of plans, drawings, specifications, or otherwise with respect to the initial alteration of the Demised Premises, subsequent remodeling thereof, installation of signs including subsequent changes thereof, or the like, the Tenant specifically agrees promptly to pay to the Landlord all charges involved in the review (and re-review, if necessary) and approval or disapproval thereof whether or not approval shall ultimately be given.

#### Section 20.8. Brokerage.

Each of Tenant and Landlord warrants and represents to the other that it has dealt with no broker in connection with the consummation of this Lease other than Blackline Retail Group (the "Broker"), and in the event of any brokerage claims against the other predicated upon prior dealings with the indemnifying party, other than with respect to the Broker, the indemnifying party agrees to defend the other and indemnify the other against any such claim. Landlord shall pay the Broker pursuant to the terms of a separate agreement.

#### Section 20.9. Definition of Additional Rent.

Without limiting any other provision of this Lease, it is expressly understood and agreed that all Percentage Rent, the Tenant's participation in Taxes, Tenant's share of common area charges, utility charges, trash removal charges and all other charges which the Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon, shall be deemed to be additional rent (but not Minimum Rent) for the purpose of the collection thereof (but where the term "additional rent" is used elsewhere in this Lease, the same shall mean Percentage Rent and Tenant's payments in respect of Taxes, insurance, Tenant's share of common area charges), and in the event of non-payment thereof by the Tenant, the Landlord shall have all of the rights and remedies with respect thereto as would accrue to the Landlord for non-payment of Minimum Rent. Commencing on the Rent Commencement Date, Tenant covenants and agrees to pay, without offset, said additional rent in accordance with the provisions of this Lease (provided that, notwithstanding the foregoing, Tenant shall pay all utility and similar costs which are separately metered to the Leased Premises from and after the Delivery Date). Tenant's failure to object to any statement, invoice or billing rendered by

Landlord within a period of ninety (90) days after Tenant's receipt thereof shall constitute Tenant's acquiescence with respect thereto and shall render such statement, invoice or billing an account between Landlord and Tenant.

Section 20.10. Invalidity of Particular Provisions.

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

Section 20.11. Provisions Binding, Etc.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the Tenant is not intended to constitute a consent to assignment by the Tenant, but has reference only to those instances in which the Landlord may later give written consent to a particular assignment as required by the provisions of ARTICLE X hereof. All rents, revenues and proceeds derived by the Landlord from the Shopping Center, including, without limitation, rents hereunder, shall be the sole property of the Landlord and not shared in by the Tenant. Wherever reference in this Lease is made to the managing agent, the same shall mean the managing agent that has been authorized by the Landlord to act on its behalf in the management of the Shopping Center. Nothing herein shall impose any liability on the managing agent.

Section 20.12. Other Agreements.

The Tenant hereby warrants and represents that neither this Lease nor the operation of the Demised Premises hereunder violates the provisions of any instrument heretofore executed by the Tenant or any affiliate of the Tenant, including, without limitation, any so-called radius restriction contained in any such instrument.

Section 20.13. Governing Law.

This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts as the same may from time to time exist.

Section 20.14. Recording.

The Tenant agrees not to record the within lease, but each party hereto agrees, on request of the other, to execute a Notice of Lease in recordable form and complying with applicable Massachusetts laws, and reasonably satisfactory to the Landlord's attorneys. In no event shall such document set forth the rental or other charges payable by the Tenant under this Lease; and

any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

Section 20.15. Notices.

Whenever by the terms of this Lease notice, demand, or other communication shall or may be given either to the Landlord or to the Tenant, the same shall be in writing and shall be sent by nationally recognized overnight courier service or e-mail (provided that receipt of such e-mail is confirmed or a separate hardcopy is concurrently sent by nationally recognized overnight courier service):

If intended for the Landlord, (i) emailed to [generalcounsel@natdev.com](mailto:generalcounsel@natdev.com) and (ii) sent by overnight courier service to the address set forth on the first page of this Lease, with a copy in like fashion to National Development, 2310 Washington Street, Newton Lower Falls, Massachusetts 02462, Attention: General Counsel (or to such other address or addresses as may from time to time hereafter be designated by the Landlord by like notice);

If intended for the Tenant, (i) emailed to [John@RamenHavenUSA.com](mailto:John@RamenHavenUSA.com) and (ii) sent by overnight courier service to the address set forth on the first page of this Lease (or to such other address or addresses as may from time to time hereafter be designated by the Tenant by like notice).

All such notices shall be effective when delivered (or upon attempted delivery, in the event that an overnight delivery is refused).

Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that such attorney is authorized to act on behalf of such party.

Section 20.16. When Lease Becomes Binding.

Employees or agents of the Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Demised Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both the Landlord and the Tenant. Tenant warrants and represents to Landlord that all information furnished by Tenant or any guarantor to Landlord or Landlord's representatives in connection with this Lease or in respect of the financial condition of Tenant and such guarantor is true and correct and properly reflects the financial condition of Tenant and such guarantor without material adverse change, in each case as of the Effective Date. Within ten (10) days after Landlord's demand therefor which may be made no more often than once per year, the Tenant shall furnish to Landlord, at Tenant's sole cost and expense, then current financial statements of Tenant and of each guarantor, audited, if audited statements have been recently prepared on behalf of Tenant or such guarantor, or otherwise

certified as being true and correct by the chief financial officer of Tenant or such guarantor, as the case may be, or by the Tenant or such guarantor if the same is an individual.

All negotiations, considerations, representations, and understandings between the Landlord and the Tenant are incorporated herein and may be modified or altered only by agreement in writing between the Landlord and the Tenant, and no act or omission of any employee or agent of the Landlord shall alter, change, or modify any of the provisions hereof. The Tenant specifically confirms and acknowledges that: (i) before entering into this Lease, the Tenant has made its own observations, studies, determinations and projections with respect to the Tenant's business in the Demised Premises and all other factors relevant to the Tenant's decision to enter into this Lease, including, without limitation, competition, market size, sales volume, profitability and general, so-called "demographics," both present and prospective; and (ii) neither the Tenant nor any representative of the Tenant has relied upon any representation by (or any "conversation" with) the Landlord or any representative of the Landlord with respect to any of said factors.

Section 20.17. Paragraph Headings.

The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

Section 20.18. Lease Superior or Subordinate to Mortgage and Sale Leaseback.

It is agreed that the rights and interest of the Tenant under this Lease shall be automatically subject and subordinate to any mortgages or deeds of trust that are now existing or may hereafter be placed upon the Shopping Center or any portion thereof containing the Demised Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, without the need for any further instrument or for the mortgagee or trustee named in said mortgages or deeds of trust to make any election; except that any mortgagee or trustee may elect to give the rights and interest of the Tenant under this Lease priority over the lien of its mortgage or deed of trust by notice delivered to the Tenant. In the event of such election, and upon notification by such mortgagee or trustee to the Tenant to that effect, the rights and interest of the Tenant under this Lease shall be automatically deemed to have priority over the lien of said mortgage or deed of trust, without the need for any further instrument, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. The Tenant shall execute and deliver whatever instruments may be required for any of the foregoing purposes forthwith upon demand, and in the event the Tenant fails so to do within ten (10) days after demand in writing, without limiting the Landlord's other rights on account of such failure, the Tenant does hereby make, constitute and irrevocably appoint the Landlord as its attorney in fact and in its name, place and stead so to do.

Tenant agrees that it will attorn to and recognize any purchaser at a foreclosure sale under any mortgage or deed of trust upon the Shopping Center or any portion thereof containing the Demised Premises and shall recognize any such purchaser, any transferee that acquires the

Demised Premises by deed in lieu of foreclosure and the successors and assigns of such purchasers/transferees as its landlord for the unexpired balance (and any extensions, if exercised) of the Lease Term upon the same terms and conditions set forth in this Lease.

It is agreed that the rights and interest of the Tenant under this Lease shall be automatically subject and subordinate to any lease of the Demised Premises in connection with a sale and leaseback or any sublease of the Demised Premises in connection with a lease and subleaseback that may hereafter occur (such leaseback or subleaseback to be referred to in this Section 20.18 as the "Primary Lease"), without the need for any further instrument or for the lessor, or sublessor pursuant to such sale and leaseback or lease and subleaseback (such lessor or sublessor to be referred to in this Section 20.18 as the "Primary Lessor") to make an election, except that the Primary Lessor may elect to give the rights and interest of the Tenant under this Lease priority over the Primary Lease by notice delivered to the Tenant. In the event of such election, and upon notification by the Primary Lessor to the Tenant to that effect, the rights and interest of the Tenant under this Lease shall be automatically deemed to have priority over the Primary Lease, without the need for any further instrument, whether this Lease is dated prior to or subsequent to the date of the Primary Lease. The Tenant shall execute and deliver whatever instruments may be required for any of the foregoing purposes forthwith upon demand, and in the event the Tenant fails so to do within ten (10) days after demand in writing, without limiting the Landlord's other rights on account of such failure, the Tenant does hereby make, constitute and irrevocably appoint the Landlord as its attorney in fact and in its name, place and stead so to do.

Section 20.19. Holding-Over.

Any holding-over by the Tenant after the expiration of the Lease Term shall be treated as a tenancy at sufferance at three times the rent and other charges specified herein (and if varying rates are specified herein, at three times the highest such rate), prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this Lease, so far as applicable. Tenant shall be liable for all damages that Landlord suffers from the holding over by Tenant after the expiration or earlier termination of this Lease, including, without limitation, lost leases or penalties payable to replacement tenants.

Section 20.20. Interest.

All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by the Landlord at the lesser of: (i) four percent (4%) per annum above the base rate announced from time to time by Bank of America or its successor; or (ii) the highest lawful rate of interest permitted at the time in the Commonwealth of Massachusetts.

Section 20.21. Force Majeure.

Neither the Landlord nor the Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any

governmental authority or failure to 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 other cause beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's reasonable control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

Section 20.22. Intentionally omitted.

Section 20.23. Expansion.

The Landlord may expand the Shopping Center beyond its present boundaries. If the Landlord shall proceed as aforesaid (which the Landlord shall be permitted to do) then the Landlord may from time to time elect either of the following procedures:

- (a) To exclude all taxes and assessments on the land and buildings of said expansion area as well as all common area maintenance charges with respect to said expansion area from Taxes and the common area maintenance charges in which the Tenant is required to participate, in which case the square footage of floor area of the buildings in the expansion area shall be excluded from the denominator in computing the Tenant's share of Taxes and common area maintenance charges; or
- (b) To include all such taxes, assessments and common area maintenance charges for the expansion area in the charges to be prorated pursuant to the terms of this Lease, in which case the expansion area shall be deemed to be included within the Shopping Center for the purposes of computing Tenant's proportionate share of Taxes and common area maintenance charges and the square footage of floor area of buildings in the expansion area shall be included in said denominator as provided in Section 7.3 and, if necessary, Tenant's share of common area maintenance charges shall be adjusted by Landlord; or
- (c) A combination of (a) and (b).

The Landlord agrees to notify the Tenant as to which of the foregoing procedures the Landlord elects to follow, which notice shall be sent to the Tenant within a reasonable time after any such election has been made.

The term "Shopping Center" shall be deemed to mean for all purposes hereunder the entire property shown on Exhibit "A-2" as "Shopping Center", including any and all structures, parking facilities, roadways, common facilities and the like built (or to be built) thereon and including any parking, access and utility easements appurtenant thereto, as the same may from time to time be reduced by eminent domain takings, dedications to public authorities, or exclusions by the Landlord (by written notice to the Tenant) of portions thereof, or increased by the addition of other lands together with structures and the like thereon which may from time to time be designated by the Landlord (by written notice to the Tenant) as constituting part of the Shopping Center.

Section 20.24. REIT/UBTI.

The Landlord and the Tenant hereby agree that it is their intent that all Minimum Rent, Percentage Rent and all other additional rent and any other rent and charges payable to the Landlord under this Lease (hereinafter individually and collectively referred to as "Rent") shall qualify as "rents from real property" within the meaning of Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended, (the "Code") and the U.S. Department of the Treasury Regulations promulgated thereunder (the "Regulations"). In the event that (i) the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, shall be changed so that any Rent no longer so qualifies as "rent from real property" for purposes of either said Section 512(b)(3) or Section 856(d) or (ii) the Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as "rents from real property" for the purposes of either said Sections 512(b)(3) or 856(d), such Rent shall be adjusted in such manner as the Landlord may require so that it will so qualify; provided, however, that any adjustments required pursuant to this Section 20.24 shall be made so as to produce the equivalent (equal in economic terms) Rent as payable prior to such adjustment. The parties agree to execute such further commercially reasonable instrument as may reasonably be required by the Landlord in order to give effect to the foregoing provisions of this Section 20.24.

Section 20.25. Lease Guaranty. Tenant shall cause Guarantor (i) concurrently with the execution and delivery of this Lease by Tenant, to execute the Lease Guaranty and deliver the same to Landlord, and (ii) throughout the Term, to keep the Lease Guaranty in full force and effect and perform all of its obligations thereunder.

Section 20.26. Restaurant Provision.

The Tenant covenants and agrees that during the entire Lease Term, the Tenant will conduct in the Demised Premises a high-grade operation serving first-quality food for on-premises, take-out and catering event consumption, and that the Demised Premises and the Outside Patio Area will be kept spotlessly clean at all times. The Tenant agrees to use all efforts which may be necessary to minimize odors and noises in the Demised Premises and emitted therefrom. The Tenant further agrees that it will, promptly upon receipt of written notice from the Landlord, take whatever steps may be necessary in order to comply with improvements of food, service, appearance, and the like in the demised premises, as reasonably requested by the Landlord from time to time; and failure so to do shall be deemed to be a material default hereunder, invoking all of the provisions with respect to default contained in this instrument.

Section 20.27. Intentionally Omitted.

Section 20.28. Intentionally Omitted.

Section 20.29. Security Deposits.

- (a) Tenant agrees to pay to Landlord, upon the execution and delivery of this Lease by Tenant, a cash amount equal to the Security Deposit (as defined in Section

1.1(l) above) as a security deposit hereunder, and that Landlord shall hold the same throughout the Lease Term as security for the performance by Tenant of all obligations on the part of Tenant to be kept and performed. Simultaneously with the payment of such Security Deposit, Tenant shall provide Landlord with a signed original W-9. Landlord shall have the right from time to time, without prejudice to any other remedy Landlord may have on account thereof, to apply such Security Deposit, or any part thereof, to Landlord's damages arising from any default on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be applied by Landlord in accordance with the provisions hereof, Tenant shall forthwith upon demand pay to Landlord an amount sufficient to restore such Security Deposit to the original amount specified herein. Landlord shall have the same rights and remedies for the non-payment by Tenant of any amounts due on account of the Security Deposit as Landlord has hereunder for the failure of Tenant to pay the Minimum Rent. Tenant not then being in default, Landlord shall return the Security Deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Lease, to Tenant on the expiration or earlier termination of the Lease Term and performance by Tenant of all the obligations of Tenant to be performed hereunder, including, without limitation, the surrender of possession of the Demised Premises in compliance with the provisions hereof and the payment of all amounts to be paid by Tenant. However, if the determination of any amount to be paid by Tenant to Landlord, such as Tenant's pro rata share of Taxes, or the like, is not made at the expiration or earlier termination of this Lease, Landlord may retain such portion of the Security Deposit as Landlord believes in the exercise of Landlord's good faith judgment is an appropriate reserve against such future liability of Tenant and return only the balance of such Security Deposit pending the final determination and payment of all such amounts by Tenant to Landlord. While Landlord holds such Security Deposit, Landlord shall have no obligation to pay interest on the same, unless required so to do by applicable law, and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee, and if so turned over, Tenant agrees to look solely to such grantee for proper application of the Security Deposit and the return thereof in accordance herewith. The holder of a mortgage on property which includes the Demised Premises shall never be responsible to Tenant for the return or application of any such Security Deposit, whether or not such holder succeeds to the position of Landlord hereunder, unless such Security Deposit shall have been received in hand by such holder.

- (b) In addition to the Security Deposit, Tenant agrees to pay to Landlord, upon the execution and delivery of this Lease by Tenant and as security for the lien-free completion of Tenant's Work in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Construction Security Deposit"). Simultaneously with the payment of such Construction Security Deposit, Tenant shall provide Landlord with a signed original W-9. Landlord shall have the right from time to time, without prejudice to any other remedy Landlord may have on account thereof, to apply such Construction Security Deposit, or any part thereof, to Landlord's

damages arising from any failure on the part of Tenant to cause the lien-free completion of the Tenant's Work. Should the entire Construction Security Deposit, or any portion thereof, be applied by Landlord in accordance with the provisions hereof, Tenant shall forthwith upon demand pay to Landlord an amount sufficient to restore such Construction Security Deposit to the original amount specified herein. Landlord shall have the same rights and remedies for the non-payment by Tenant of any amounts due on account of the Construction Security Deposit as Landlord has hereunder for the failure of Tenant to pay the Minimum Rent. Tenant not then being in default, Landlord shall return the Construction Security Deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Lease, to Tenant following such time as (i) the Tenant's Work Inducement Payment becomes due and payable to Tenant as described in Section 20.30 below and (ii) Tenant has paid its second months' Minimum Rent payment under the Lease. While Landlord holds such Construction Security Deposit, Landlord shall have no obligation to pay interest on the same, unless required so to do by applicable law, and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease prior to the return of the Construction Security Deposit to Tenant, the Construction Security Deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee, and if so turned over, Tenant agrees to look solely to such grantee for proper application of the Construction Security Deposit and the return thereof in accordance herewith. The holder of a mortgage on property which includes the Demised Premises shall never be responsible to Tenant for the return or application of any such Construction Security Deposit, whether or not such holder succeeds to the position of Landlord hereunder, unless such Construction Security Deposit shall have been received in hand by such holder.

Section 20.30. Inducement Payment.

Landlord agrees to pay up to Fifty-Two Thousand Three Hundred Twenty and No/100 Dollars (\$52,320.00) (based on \$20.00 per rentable square foot of the Demised Premises) as an inducement to Tenant (the "Tenant's Work Inducement Payment") to be used by Tenant to pay only for the following costs in connection with the Tenant's Work, including general construction costs, data/telecommunications cabling and related equipment costs, architectural services (including space plans and as-built plans) and mechanical, electrical and plumbing work (collectively, "Permitted Expenses"); provided, however, that, in no event shall any portion of the Inducement Payment be used for the purchase of fixtures, furniture, equipment or other items of personal property of Tenant. Tenant's Work Inducement Payment shall become due and payable by Landlord to Tenant, solely to the extent necessary to reimburse Tenant for Permitted Expenses, within thirty (30) days after: (A) Tenant submits to Landlord all of the following information in form and substance reasonably satisfactory to Landlord (collectively, "Tenant's Statement"): (i) requisitions from Tenant's contractors, third-party invoices and other documentation reasonably requested by Landlord showing in reasonable detail the cost of Tenant's Permitted Expenses; (ii) an application for payment and sworn statement of Tenant's general contractor substantially in the form of AIA Document G-702 covering all Tenant's Work; (iii) a certification from Tenant's architect substantially in the form of the Architect's

Certificate for Payment which is located on AIA Document G702, Application and Certificate of Payment, and including a statement that the Tenant's Work has been completed in accordance with the Tenant's construction plans; and (iv) full lien waivers with respect to the work set forth on Tenant's Statement for any portion of the Tenant's Work; and (B) Landlord determines that the following conditions have been met in a manner reasonably satisfactory to Landlord, as the case may be: (i) the Tenant's Work has been fully completed in all respects in accordance with the terms of this Lease and the plans approved by Landlord as set forth in Section 3.2 hereof, and a certificate of occupancy from the Municipality for Tenant to lawfully use the Demised Premises for the Use set forth in Section 1.1(k) above shall have issued and a true and complete copy delivered to Landlord; (ii) the Tenant shall have opened for business in the Demised Premises and paid its first months' Minimum Rent payment as described in Section 4.1 above; (iii) the Tenant shall not be in default hereunder; and (iv) the Tenant shall have executed and delivered to Landlord an estoppel acknowledging (1) that the Tenant has opened for business, (2) that there are no defaults under the Lease or matters which, if not cured, could become a default under the Lease, (3) the Commencement Date, the Rent Commencement Date and the Expiration Date of this Lease, and (4) such other matters as may be requested by any mortgagee of Landlord.

Landlord shall have the right, upon reasonable advance notice to Tenant, to inspect Tenant's books and records relating to any Tenant's Statement in order to verify the amount thereof. Except with respect to work and/or materials previously paid for by Tenant, as evidenced by paid invoices and executed lien waivers provided to Landlord, Landlord shall have the right to have any portion of the Inducement Payment paid directly to Tenant's contractor(s), consultants, service providers and vendor(s).

Notwithstanding the foregoing: (a) if Tenant owes Landlord any sums under or pursuant to this Lease at such time as Landlord is obligated pursuant to the provisions of this Section 20.30 to pay such Inducement Payment, then Landlord shall have the right to offset said amount from the Inducement Payment; (b) if the total Permitted Expenses of the Tenant's Work exceed the amount of the Tenant's Work Inducement Payment, then Tenant shall be entirely responsible for the payment of such excess amounts of Permitted Expenses (along with all other costs which are not Permitted Expenses); (x) Landlord shall have no obligation to pay any portion of the Inducement Payment requested under any Tenant's Statement that is submitted to Landlord after the one (1) year anniversary of the Delivery Date; (y) any unused amount of the Inducement Payment shall accrue to the sole benefit of Landlord, it being understood that Tenant shall not be entitled to any credit, abatement or other concession in connection therewith; and (z) if the floor area of the Demised Premises is determined to be anything other than 2,616 square feet, then the Tenant's Work Inducement Payment shall be re-computed by multiplying the determined square feet of the Demised Premises by \$20.00. Tenant shall be responsible for all applicable state sales or use taxes, if any, payable in connection with the Tenant's Work and/or the Inducement Payment.

Landlord has agreed to provide the Inducement Payment to Tenant on the terms and conditions set forth in this Section 20.30 as an inducement for Tenant to faithfully perform its obligations under this Lease. If an Event of Default occurs, then Landlord's obligation to provide the Inducement Payment shall, at Landlord's option, cease as of the date of the

occurrence of the Event of Default. The provisions of this Section 20.30 shall be in addition to all other rights and remedies of Landlord in the event of a default of Tenant under this Lease.

Section 20.31. Patriot Act.

As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”) pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, “Specially Designated National and Blocked Person” or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a “Prohibited Person”); (ii) Tenant is not (nor is it owned, controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Tenant (and any person, group, or entity which Tenant controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including, without limitation, any assignment of this Lease or any subletting of all or any portion of the Demised Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Tenant of the foregoing representations and warranties shall be deemed an Event of Default by Tenant under Section 19.1 of this Lease and shall be covered by the indemnity provisions of Section 13.1 above, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

Section 20.32. Outside Patio Area.

Provided and so long as the Tenant (a) is open and operating its business in the Demised Premises in accordance with all of the terms and conditions of this Lease, (b) is not in default hereunder beyond applicable notice and cure periods, and (c) has received all applicable governmental permits and licenses relating thereto and required therefor, Landlord hereby grants to Tenant the license, during the Lease Term, to use (and Tenant agrees to use), that certain area located adjacent to the Demised Premises shown on Exhibit “A-1” hereof as “Outside Seating Area” (the “Outside Patio Area”) to be used seasonally and weather-permitting, as an additional sit-down dining area of the Demised Premises for serving items from Tenant’s menu, and shall be limited at all times to 30 seats. In no event shall Tenant place any tables, chairs or other fixtures on any sidewalk area outside of the Outside Patio Area. In all events, Tenant shall use all diligent good faith efforts to maintain decorum and reduce the noise levels from the operation of the Outside Patio Area. All landscaping, tables, umbrellas, chairs and other fixtures, trade fixtures, equipment and personal property to be used in connection with Tenant’s permitted business operations in the Outside Patio Area shall be subject to the approval of Landlord, which Landlord shall not unreasonably withhold, condition or delay.

Without limiting other applicable provisions thereto: (i) Tenant also shall be responsible, at Tenant's sole cost and expense, for furnishing, maintaining and replacing any and all tables, umbrellas, chairs and other fixtures, trade fixtures, equipment and personal property to be used in connection with Tenant's permitted business operations in the Outside Patio Area, for stacking and otherwise securing the same whenever Tenant is not open for business and for the removal of the same from the Outside Patio Area and storage thereof in a location designated by Tenant (which location may be in a non-public area of the Demised Premises or an off-site location) whenever the same are not in daily use (i.e., the same shall be stored during those seasons where outdoor seating is not appropriate), and Landlord shall have no responsibility or liability therefor, or for any damage, vandalism, theft, or the like with respect thereto; (ii) Tenant's business operations in or about the Outside Patio Area shall be conducted in compliance with all applicable laws and all governmental rules, regulations, permits and approvals relating thereto; (iii) Tenant and its contractors, licensees, agents, servants and employees shall abide by any and all reasonable rules and regulations promulgated by Landlord with respect to the foregoing or otherwise relative to Tenant's business operations in and about the Outside Patio Area, including, without limitation, the Initial Rules and Regulations, and any other such rules and regulations affecting hours of operation, occupancy, crowd and noise levels and the like; and (iv) notwithstanding the exterior location of the Outside Patio Area, all provisions of this Lease applicable to the Demised Premises (other than the payment of Minimum Rent and additional rent, except that Percentage Rent shall be payable based on Gross Sales in, from and attributable to the Outside Patio Area and Tenant shall be obligated to pay for any utilities servicing the Outside Patio (including, without limitation, water, sewer, gas and electricity) even if the same is included as part of additional rent), including, without limitation, the provisions of Section 1.1(j) and ARTICLES XIII and XV hereof, shall be applicable to the Outside Patio Area and the Outside Patio Area shall for all purposes hereunder be included and considered to be within the Demised Premises.

Notwithstanding anything to the contrary contained in this Lease, in the event that Tenant or its operations in the Outside Patio Area fail to comply with Landlord's said reasonable rules and regulations in any material respect (including, without limitation, the Initial Rules and Regulations, as applicable), in Landlord's good-faith judgment, or otherwise so fail to comply with the foregoing and all applicable provisions of this Lease, and such failure continues for thirty (30) or more days after notice thereof is given by Landlord to Tenant (but the second and any subsequent time in each Lease Year that such notice is given then the period to cure shall be ten (10) days and not thirty (30) days), then, in any such event, and without limiting Landlord's other rights and remedies on account of the continuation thereof and the resulting default by Tenant thereunder, Landlord shall have the right to take such steps as Landlord determines to be necessary to remedy such failure, including, without limitation, the right, exercisable by giving notice thereof to Tenant, to immediately terminate all of Tenant's rights hereunder to use and occupy the Outside Patio Area, whereupon the Outside Patio Area shall be removed from, and cease for all purposes to be part of, the Demised Premises and Tenant promptly shall surrender and deliver up possession of the Outside Patio Area to Landlord in accordance with the provisions of this Lease applicable to the delivery thereof upon the expiration of the Lease Term hereof with respect to the Outside Patio Area portion of the Demised Premises and Tenant will promptly pay to Landlord on demand all costs and expenses incurred by Landlord in remedying any such failure, which shall be due and payable on demand as additional rent hereunder. Any

such termination of Tenant's rights to use the Outside Patio Area and the removal of such area from the Demised Premises in accordance with the foregoing shall not affect this Lease insofar as it relates to the remainder of the Demised Premises and any such termination of Tenant's rights to use the Outside Patio Area and removal thereof from the Demised Premises shall not reduce or otherwise affect the Minimum Rent, Percentage Rent, additional rent or any other charges and obligations of Tenant pursuant to the provisions of this Lease.

Section 20.33. Sale of Liquor.

A. Liquor License. Landlord and Tenant acknowledge and agree that (i) as of the Effective Date, a 7-day all-alcoholic beverages liquor license (a "Liquor License") is available in the Municipality for use for the Demised Premises, (ii) at Landlord's sole cost and expense, Landlord shall dutifully, diligently and in a timely manner as soon as is practicable after the Effective Date apply for and seek to obtain a Liquor License. Notwithstanding the foregoing obligation in clause (ii), neither this Lease, nor the rights and obligations of the parties hereunder (including, without limitation, Tenant's obligation to operate the Demised Premises for the Use and pay Minimum Rent, Percentage Rent and additional rent to Landlord as and when due under this Lease), shall be contingent upon the Tenant obtaining a Liquor License despite its dutiful, diligent and timely efforts. For the purposes hereof, such Liquor License shall be considered to have been "obtained" when the same has been purchased by and assigned or granted to the Tenant, and the Tenant has received the approval thereof required from the appropriate governmental authorities and officials of the Municipality and the State (subject only, if applicable, to final issuance). The Tenant further agrees throughout the Lease Term to use all reasonable efforts and diligence to maintain any Liquor License obtained by Tenant in full force and effect and good standing. If and to the extent the same becomes available from time to time, Landlord agrees, at no cost and expense to Landlord, to cooperate with Tenant in obtaining any such Liquor License.

B. Sale of Liquor. Provided that the Tenant (i) succeeds in obtaining the Liquor License as aforesaid, (ii) complies with all state, municipal and other governmental laws, regulations and rules with respect to the sale of liquor and all alcoholic beverages as aforesaid, and (iii) complies with applicable provisions of this Lease, the Landlord agrees that the Tenant named in this Lease, but not any assignee or subleases of the Tenant, or any transferee of the Tenant's stock or survivor of any merger, reorganization or consolidation involving the Tenant, shall have the right to sell liquor at retail for consumption within the Demised Premises, subject to and in accordance with all applicable provisions of the Liquor License and this Lease.

C. Indemnity and Liability Insurance. Without limiting the generality of ARTICLE XIII of this Lease, the Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of liquor and all alcoholic beverages in and from the Demised Premises, including, without limitation, any such claim arising from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the date that possession of the Demised Premises is delivered to the Tenant until the end of the Lease Term, whether such claim arises or accident, injury or damages occurs within the

Demised Premises, within the Development but outside the Demised Premises, or outside the Development. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, reasonable legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Lease. It is understood that without this indemnification of the Landlord by the Tenant, the Landlord would not enter into this Lease and would not permit the sale of alcoholic beverages in or from the Demised Premises, and the Tenant covenants that the Tenant's liability insurance referred to in this Lease shall cover, indemnify and hold harmless the Landlord from all such matters and items mentioned in this indemnity.

Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by the Tenant, including the provisions of ARTICLES XIII and XV hereof, for such period of time as the Tenant shall sell liquor or other alcoholic beverages, the Tenant agrees to maintain with a responsible and qualified insurance company approved by the Landlord, and with minimum combined limits of at least the minimum limits of insurance specified in Section 13.2 above plus minimum limits of coverage of at least \$5,000,000 under an umbrella policy covering excess "liquor law" liability, or such higher limits as the Landlord may from time to time request provided such higher limits are then customarily being carried by first-class stores and restaurants in the Municipality selling all alcoholic beverages, the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure the Tenant and the Landlord (disclosed or undisclosed), and all those claiming by, through or under the Landlord, adequately in the Landlord's good-faith judgment, 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 damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times the Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale of liquor and alcoholic beverages in and from the Demised Premises. Certificates of such insurance shall at all times be deposited with the Landlord showing current insurance in force and all such policies shall name the Landlord as an additional insured and shall provide that such policies shall not be cancelled or the coverage reduced without at least thirty (30) days' prior written notice to the Landlord, and such certificate shall evidence the same.

D. Suspension, Denial or Revocation. If at any time after the Tenant obtains the Liquor License, the Liquor License is suspended, denied or revoked for any reason, including non-compliance with any governmental conditions, requirements, rules, regulations, ordinances or laws, the same shall constitute a material default in the Tenant's obligations hereunder, and the Tenant shall promptly (i) deliver to the Landlord written notice of such suspension, denial or revocation, and (ii) commence the applicable appeal proceedings and proceed with all due diligence to reinstate the Liquor License. As long as the Tenant has so commenced the applicable appeal proceedings, if any, and is proceeding therewith as aforesaid, such suspension, denial or revocation shall not ripen into an Event of Default, and the Landlord shall not have the right to terminate this Lease on account thereof, unless and until the suspension, denial or revocation has continued without the Liquor License being reinstated for one hundred eighty

(180) days or more but, in the event of such suspension, denial or revocation, if the Tenant fails to deliver promptly to the Landlord notice thereof, or if the Tenant fails promptly to commence the applicable appeal proceedings and to continue thereafter to proceed as aforesaid, then the same shall so ripen into an Event of Default at the Landlord's election and upon notice thereof given to the Tenant at any time while such suspension, denial or revocation continues. At the time that the Tenant makes any filing with or receives a notice or any other communication regarding a hearing or in connection with any purported such non-compliance from any governmental licensing board, agency, commission or like authority with respect to the Liquor License, the Tenant promptly shall deliver a copy of such filing, notice or other communication to the Landlord.

F. Reporting Liquor Sales. Reference is made to ARTICLE V of this Lease, which relates to Gross Sales and Percentage Rent. The Landlord and the Tenant confirm and acknowledge that Gross Sales shall, without limitation, include sales of liquor and all alcoholic beverages made in or from the Demised Premises.

G. No Assignment of Liquor License. Other than in connection with a sale of its operation to a buyer acceptable to Landlord who will operate the Demised Premises or transfer to its wholly owned subsidiary or immediate controlling corporation, the Tenant agrees that it shall not sell, transfer, pledge, hypothecate or otherwise transfer or encumber the Liquor License to or in favor of any party, including, without limitation, any other tenant or occupant of the Development, any assignee or subleases of the Tenant, or any transferee of the Tenant's stock or survivor of any merger, reorganization or consolidation involving the Tenant herein named. In the event of a termination of this Lease on account of an Event of Default, at Landlord's election, Tenant shall transfer, subject to all necessary approvals of state and local governing bodies, the Liquor License to Landlord or to such party designated by Landlord and, as consideration for such transfer, Landlord shall pay to Tenant an amount equal to the purchase price originally paid by Tenant for the Liquor License; provided, however, that if Tenant sells its operation to a buyer acceptable to Landlord who will operate at the Demised Premises, then Landlord expressly waives any right to acquire or purchase the Liquor License. In the event Landlord acquires the Liquor License, Tenant shall provide Landlord with such reasonable evidence of the amount originally paid by Tenant as required by Landlord, and the amount payable by Landlord to Tenant pursuant to this Section shall be due and payable upon (i) final approval of state and local authorities of the transfer from Tenant to Landlord or such party designated by Landlord and (ii) the delivery by the Tenant to the Landlord of possession of the Demised Premises with all of the Tenant's charges having been paid and otherwise in accordance with the provisions of this Lease.

H. Transfer of Liquor License. Subject to approval of all state and local governing bodies, the Tenant agrees that, at the Landlord's election, the Liquor License and all of the Tenant's right, title, interest, power and authority in, to, under or by virtue of the Liquor License shall, upon the expiration or earlier termination of the Lease Term, be transferred and assigned to the Landlord or its nominee; and, that the Tenant shall, subject only to receiving the required approval by the appropriate governmental authorities and officials of the Municipality and the State, transfer the Liquor License to the Landlord or its nominee upon the expiration or earlier termination of the Lease Term. Upon the final transfer and assignment to the Landlord or its

nominee of the Liquor License in accordance with the foregoing and approval of all state and local governing bodies and the delivery by the Tenant to the Landlord of possession of the Demised Premises with all of the Tenant's charges having been paid and otherwise in accordance with the provisions of this Lease, the Landlord promptly shall pay to the Tenant, as consideration for such transfer and assignment, an amount equal to the purchase price originally paid by Tenant for the Liquor License.

Section 20.34. Security Measures. The Tenant covenants and agrees to maintain order and decorum in and around all portions of the Demised Premises, and if auxiliary personnel shall reasonably be required to maintain such order and decorum the same shall be provided by and at the expense of the Tenant (with the Tenant first having received the Landlord's written approval (not to be unreasonably withheld, conditioned or delayed) of the identity and number of such personnel as well as the times when the same are to be used and the locations at which such personnel are to be stationed) whenever reasonably requested by the Landlord. The Tenant shall use all reasonable efforts to avoid any conduct of any kind considered by the Landlord in its commercially reasonable judgment to be improper or offensive, whether occurring in or in the vicinity of the Demised Premises or the Development, the Tenant acknowledging that the same would be extremely deleterious to the continued well-being and functioning of the Development; and the Tenant agrees immediately to take any steps that the Landlord shall reasonably require in order to insure compliance with the foregoing provisions and to insure that liquor and alcoholic beverages served in or from the Demised Premises are not consumed outside such areas within the Demised Premises as are permitted by the Liquor License and under applicable provisions of law and this Lease. In no event will the Demised Premises be used, in whole or in part, as a discotheque, tavern, so-called "singles bar", or the like. In the event that the Landlord reasonably determines in the Landlord's good faith judgment that the Tenant has failed to comply in any material respect with the foregoing provisions, immediately following notification (which may be oral) of such failure to the manager or other supervising employee on duty in the Demised Premises at the time, the Landlord shall have the right, in addition to all other rights and remedies hereunder, at law or in equity, to take such steps as the Landlord determines necessary to remedy such failure, including, without limitation, the right exercisable by giving written notice to the Tenant to such effect, to suspend or terminate the Tenant's right to sell liquor and other alcoholic beverages in or from the Demised Premises; and the Tenant will promptly pay to the Landlord all reasonable costs and expenses thus incurred, which shall be due and payable on demand as additional rent hereunder.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the execution hereof in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

LANDLORD:


BPR DEVELOPMENT LLC

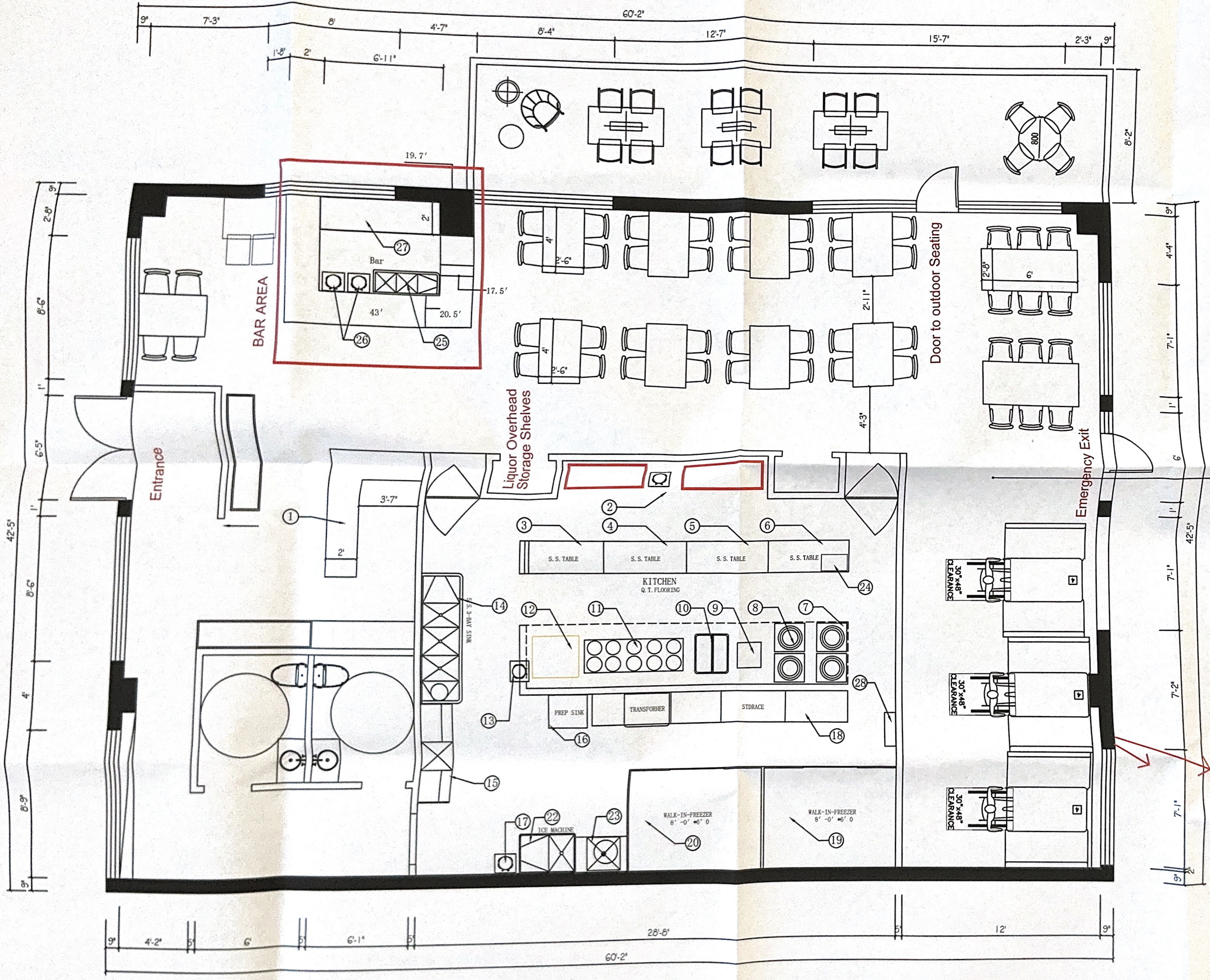
By: ND Real Estate, Inc. its Manager

By:   
Name: Stephen A. Kinsella  
Title: Treasurer

TENANT:

ETERNAL BLOOM, LLC

By:   
Name: HONGTUEN XU  
Title: Manager  
Hereunto duly authorized



CODE	DESCRIPTIONS	MANUFACTURER	SIZE
1	STOVE	EXIST TO REMAIN	
2	HAND SINK	EXIST TO REMAIN	
3	5/8 WIRE TABLE	EXIST TO REMAIN	
4	5/8 WIRE TABLE	EXIST TO REMAIN	
5	5/8 WIRE TABLE	EXIST TO REMAIN	
6	5/8 WIRE TABLE	EXIST TO REMAIN	
7	WALL MOUNTED SINK	EXIST TO REMAIN	
8	METAL GAS STOVE	EXIST TO REMAIN	
9	Gas Counter Top Refract. Charbroiler	NEW	
10	Gas Fryer	EXIST TO REMAIN	
11	100 WASHES COUNTER TOP SINK	NEW	
12	WOODEN COUNTER	NEW	
13	HAND SINK	EXIST TO REMAIN	
14	THREE BAY SINK	EXIST TO REMAIN	
15	STAR WASHES BACKHOSE	EXIST TO REMAIN	
16	PREP SINK	EXIST TO REMAIN	
17	HAND SINK	EXIST TO REMAIN	
18	5/8 WIRE TABLE	NEW	
19	WALK IN COOLER	EXIST TO REMAIN	
20	WALK IN FREEZER	EXIST TO REMAIN	
21	MOP SINK	EXIST TO REMAIN	
22	ICE MACHINE	EXIST TO REMAIN	
23	WATER HEATER	EXIST TO REMAIN	
24	MICROWAVE	EXIST TO REMAIN	
25	THREE BAY SINK	EXIST TO REMAIN	
26	HAND SINK	EXIST TO REMAIN	
27	UNDER COUNTER FREEZER	EXIST TO REMAIN	
28	Employee Locker		

层高: 13英尺, 3.5英寸

# USA TODAY CO.



PO Box 631210 Cincinnati, OH 45263-1210

## AFFIDAVIT OF PUBLICATION

James Goudie-Murray  
Attn: Leila Frank  
Sudbury Selectmen  
278 Old Sudbury RD  
Sudbury MA 01776-1843



### STATE OF MASSACHUSETTS, COUNTY OF MIDDLESEX

The MetroWest/Milford Daily News, a newspaper printed and published in the city of Framingham, and of general circulation in the County of Middlesex, Norfolk and Worcester, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

02/13/2026

and that the fees charged are legal.

Sworn to and subscribed before on 02/13/2026

  
\_\_\_\_\_  
Legal Clerk,  
  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
8.25.26

My commission expires

Publication Cost: \$40.59  
Tax Amount: \$0.00  
Payment Cost: \$40.59  
Order No: 12067409 # of Copies:  
Customer No: 671112 1  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

MARIAH VERHAGEN  
Notary Public  
State of Wisconsin

530 BOSTON POST ROAD,  
UNIT A

## **LEGAL NOTICE TOWN OF SUDBURY**

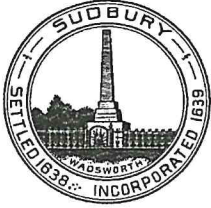
The Select Board, acting as the Licensing Authority of the Town of Sudbury, will hold a Public Hearing on Tuesday, February 24, 2026, at 7:30 p.m. online via Zoom at

<https://zoom.us/j/360217080> for approval of a new common victualler and a §12 all alcohol on-premises liquor license for RH Sudbury MA LLC, dba Ramen Haven, of 530 Boston Post Road, Unit A, Sudbury, MA 01776. Ramen Haven will occupy a single floor space with a total square footage of 2,870 square feet, that includes 220 square feet of outdoor dining. The proposed manager is Zhixuan Ying.

### **SELECT BOARD**

#12067409  
DN 2/13/26

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and



# Town of Sudbury

Office of Select Board  
www.sudbury.ma.us

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

## APPLICATION FOR COMMON VICTUALLER & ENTERTAINMENT LICENSE

Please complete this application form and return to the Select Board's Office, along with all required materials listed below. Please submit a Food Permit Application to the Health Department, and review your plans with the Building Inspector and Fire Chief prior to submitting your Common Victualler License application. After submitting the completed form and materials, the applicant will be reviewed by Town staff and added to the Select Board's agenda. The applicant will be asked to attend a Select Board meeting to discuss the application – advanced notice of the date will be provided. The processing time for the license is approximately 30 days.

TO THE LICENSING AUTHORITY  
SUDBURY, MASSACHUSETTS

Applicant or Corporate Name: RH Sudbury MA LLC

Applicant or Corporate Address: 530 Boston Post Road UNIT A

City: Sudbury State: MA Zip Code: 01776

Applicant Contact Email: [REDACTED]

Applicant Contact Phone: [REDACTED]

Business/Restaurant Name (DBA): RAMEN HAVEN

Business/Restaurant Address: 530 Boston Post Road UNIT A Sudbury, MA

Business/Restaurant Phone: [REDACTED]

Restaurant Manager Name: Jinyin Guan

### APPLICATION REQUIREMENTS

- Completed Tax Attestation (form attached)
- Evidence of compliance with the Worker's Compensation Act requirement to provide workers' compensation insurance for employees. (A copy of the policy or a certificate of insurance is satisfactory.)

### CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that RH Sudbury MA LLC has/have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

EIN 41-2967162  
Social Security Number, or  
Federal Identification Number

[Signature]  
Signature of Individual, or  
Corporation Name

01/20/2026  
Date

By: [Signature]  
Corporate Officer & Title (if applicable)

**AFFIX CORPORATE SEAL**

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and



# Town of Sudbury


Office of Select Board  
www.sudbury.ma.us

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

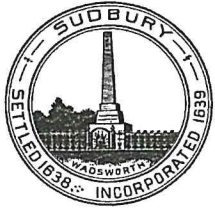
- Background information relative to the corporation. If applicable, articles of incorporation, including, names of principals of corporation, number of restaurants owned, etc.
- Floor plan: detailing plan of rooms, their use, restroom locations, exits, seating arrangements, as well as showing cooking and service area (seating capacity must be obtained from the Building Inspector).
- Whether any changes in the premises, structural or expansion, are planned.
- A dated letter from the present business owner stating the effective date of new ownership.
- A copy of the lease agreement between the property owner and the business owner.
- Additional Requirements for **Alcohol License holders**:
  - Current Roster of Personnel Trained to Serve Alcohol** - Information must include employees' name, date of birth, certification number and certification expiration date.
  - Proof of Liquor Liability Insurance**
  - Sudbury Alcohol Rules & Regulations Receipt** – in Rules & Regs packet
  - Sudbury Food Service Requirement Form** – in Rules & Regs packet
- Application Fee:
  - **Common Victualler License: \$50**
  - **Entertainment License (if applicable): \$50**
  - **Provide one check payable to Town of Sudbury with application materials.**

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

01/20/2026  
Date

  
Applicant Signature

Please submit completed application and materials to:  
Office of Select Board, 278 Old Sudbury Rd, Sudbury, MA 01776



# Town of Sudbury

Office of Select Board  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381

Fax: 978-443-0756  
Email: [sbadmin@sudbury.ma.us](mailto:sbadmin@sudbury.ma.us)

## APPLICATION FOR ENTERTAINMENT LICENSE

Entertainment licenses are required for live entertainment (*not* tv or radio) that occurs Monday – Saturday.

Please note: a separate license is required for entertainment on Sunday.

FORM OF ENTERTAINMENT: \_\_\_\_\_

\_\_\_\_\_

DAYS & HOURS OF ENTERTAINMENT: \_\_\_\_\_

\_\_\_\_\_

EXPECTED # OF ATTENDEES: \_\_\_\_\_

### ADDITIONAL REQUIREMENT

Floor plan showing accessibility: the entrance and at least one table must be handicap-accessible.

-OR-

CHECK HERE  IF ENTERTAINMENT LICENSE IS NOT REQUESTED.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/15/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Chan Insurance Agency Inc. 51 Hancock St  Quincy MA 02171  <b>INSURED</b> RH Sudbury MA LLC 530 Boston Post Rd  Sudbury MA 01776-1840	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 617-451-6733      FAX (A/C, No): 617-451-6735 E-MAIL ADDRESS: fchan@chaninsurance.com  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: CHARTER OAK FIRE INS CO      NAIC # 25615 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	--

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y    N/A	UBC4187648	01/13/2026	01/13/2027	PER STATUTE    OTH-ER    null E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Town of Sudbury 322 Concord Rd  Sudbury MA 01776	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

Attachment 2.1.a: 4a. 2026 - Ramen Haven - New Alcohol and Common Vic Application - Redacted (6931 : Vote to Approve new All Alcohol and

## Cataloni, Maria

---

**From:** Goudie, James  
**Sent:** Monday, February 23, 2026 9:52 AM  
**To:** Cataloni, Maria; Carty, Daniel; Dretler, Janie; Gargeya, Radha; Garofalo, Victor; Kouchakdjian, Lisa; Russo, Charlie; Sheehan, Andy  
**Cc:** Frank, Leila; Hobin, Carol  
**Subject:** RE: 2-24 Packet  
**Attachments:** Department Feedback - Ramen Haven - 2.23.26.pdf; Planning Board Update.pdf; Ramen Haven - Cease and Desist 2-20-2026.pdf

Good morning,

The building and fire inspection of Ramen Haven on Friday, February 20th uncovered unauthorized construction work in their kitchen. As a result, I am recommending that the Select Board postpone the public hearing for Ramen Haven's alcohol license until March 31st to allow the applicant time to resolve this issue.

Stay safe and stay warm.

James Goudie-Murray

---

**From:** Cataloni, Maria <CataloniM@sudbury.ma.us>  
**Sent:** Friday, February 20, 2026 12:42 PM  
**To:** Carty, Daniel <cartyd@sudbury.ma.us>; Dretler, Janie <DretlerJ@sudbury.ma.us>; Gargeya, Radha <GargeyaR@sudbury.ma.us>; Garofalo, Victor <GarofaloV@sudbury.ma.us>; Kouchakdjian, Lisa <KouchakdjianL@sudbury.ma.us>; Russo, Charlie <RussoC@sudbury.ma.us>; Sheehan, Andy <SheehanA@sudbury.ma.us>  
**Cc:** Goudie, James <GoudieJ@sudbury.ma.us>; Frank, Leila <FrankL@sudbury.ma.us>; Hobin, Carol <HobinC@sudbury.ma.us>  
**Subject:** 2-24 Packet

Hello,

Here is the meeting packet for the 24<sup>th</sup> meeting.

Thanks,  
Maria

## New All-Alcohol License Application Departmental Approval

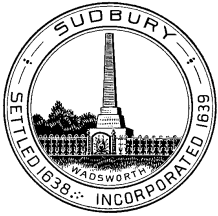
Organization: Ramen Haven

On February 20, 2026, the Building and Fire Inspectors conducted an initial inspection of 530 Boston Post Road, Unit A (Ramen Haven). During that inspection, they observed construction repair work and kitchen modifications taking place within the food establishment without prior written approval from the Health Department, as required under 105 CMR 590.000 (2013 FDA Food Code § 8-201.11), which mandates submission and approval of plans before construction or extensive remodeling begins

As a result of these findings, the Board of Health issued a Cease and Desist Order on February 20, 2026, directing the immediate cessation of all unauthorized construction and kitchen modifications. The Order further states that no additional work may proceed until written plan approval is issued by the Health Department. The Health Department has scheduled a site walkthrough with the applicant.

Given the active enforcement matter and the ongoing plan review process, it is recommended that the Select Board postpone the scheduled public hearing on Ramen Haven to March 31, 2026. This will allow the Health Department to complete its review and provide the Board with an updated compliance status prior to any hearing.

<b>Department</b>	<b>Staff</b>	<b>Date</b>	<b>Comments</b>
Building Department	Andrew Lewis	2/20/2026	See Update Above.
Fire Department	Ast. Chief Gordon	2/20/2026	See Update Above.
Health Department	Vivian Zeng	2/20/2026	See Update Above.
Police Department	Chief Nix	2/14/2026	The Police Department recommends approval.
Planning Board	Adam Burney	2/12/2026	Please see the email from Mr. Burney.



# Town of Sudbury

## Board of Health

Sudbury Health Department  
275 Old Lancaster Road  
Sudbury, MA 01776  
978-440-5479  
Health@sudbury.ma.us

### VIA EMAIL AND REGULAR MAIL

To: John Ma  
Ramen Haven  
530 Boston Post Road Unit A,  
Sudbury, MA 01776

### CEASE AND DESIST ORDER

#### Cease and Desist of Unapproved Construction Activities at 530 Boston Post Road Unit A

Dear Mr. Ma,

Pursuant to the authority vested in the Sudbury Board of Health under Massachusetts General Laws, Chapter 111, and the State Sanitary Code, 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments, **you are hereby notified of the following violations and ordered to immediately cease and desist any further modification, construction, renovation, installation, or alteration of kitchen facilities at Ramen Haven, located at 530 Boston Post Road Unit A, effective immediately.**

Pursuant to 105 CMR 590.000, which adopts by reference the 2013 FDA Food Code, § 8-201.11 (When Plans Are Required) states:

“Before a food establishment is constructed, extensively remodeled, or converted for use as a food establishment, or if an existing establishment is to be reopened after closure for an extended period of time, properly prepared plans and specifications must be submitted to the regulatory authority for review and approval prior to beginning construction, extensive remodeling, or conversion.”

Unauthorized activity: During an inspection by the Fire and Building Department on February 20, 2026, construction repair work and kitchen modifications occurred within the food establishment’s kitchen without written approval from, the Sudbury Health Department prior to initiating the work, as required under the Food Code. This includes, but may not be limited to, repairing structural modifications, mechanical installation, plumbing, surfaces, or equipment changes that affect food safety and sanitation.

Cease and desist all unauthorized construction and kitchen modification immediately. No further work of any kind shall proceed until written plan approval is issued by the Health Department. We have received your plan review packet with the kitchen modification plans and specifications for review, and are in the process of reviewing it in accordance with the Food Code requirements.

Failure to comply with this order may result in additional enforcement actions, including but not limited to permit suspension, administrative penalties, or referral for legal action, as authorized under 105 CMR 590.008 and 590.014.

We will meet with you on site at 530 Boston Post Road Unit A on Monday, February 23, 2026 at 1:30pm for a site walkthrough.

Please contact this office at 978-443-5479 or [Health@sudbury.ma.us](mailto:Health@sudbury.ma.us) if you have questions about the plan review process or documentation requirements.

Sincerely,



Vivian Zeng, MPH, RS, CHO, CP-FS  
Director of Health and Community Services  
Sudbury Board of Health

Cc:

Sudbury Building Department

Sudbury Fire Department

Sudbury Select Board Office



Photo taken by Building Department during inspection on 2/20/2026



Photo taken by Building Department during inspection on 2/20/2026



Photo taken by Building Department during inspection on 2/20/2026

## Goudie, James

---

**From:** Burney, Adam  
**Sent:** Thursday, February 12, 2026 8:00 AM  
**To:** Goudie, James  
**Cc:** Sheehan, Andy  
**Subject:** Ramen Haven

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning James,

At last night's meeting the Planning Board discussed the Minor Site Plan Modification for Ramen Haven at 530A Boston Post Road. Overall, the members present were in support of the proposed outdoor seating on the pedestrian plaza adjacent to the restaurant space. Although the Board was supportive an approval was not issued at the meeting as there were some outstanding questions and the Board would like the applicant to submit additional information.

The specific concerns were as follows:

- ✓ Will the placement of the outdoor seating and proposed barrier (likely in the form of fencing) leave an accessible path through the unobstructed portion of the plaza. Visually the pedestrian area is broken up into three sections with the center being stamped concrete that resembles cobblestone or brick and the areas on either side of the center adjacent to the buildings being smooth concrete pads. The center area currently contains a sculpture, a variety of planter boxes, and some fixed furniture that can serve as a table or seating area. The Board is seeking confirmation that the existing street furniture is set in way that there remains an accessible path through the center of the pedestrian plaza.
- ✓ The Planning Board would like to have more specific information on the proposed barrier. At the meeting the representative for Ramen Haven indicated that the restaurant's intent was to replicate the fencing present at the Oak Barrel Tavern in the building adjacent to their location. The Board was generally supportive of this and proposed that Ramen Haven explore a movable fence to allow for the removal of the outdoor seating area in the months that weather would make the use of the area unlikely. Previously, the Planning Board reviewed an approved an outdoor seating area for Soul of India with the condition that it only be active from April to November and may include something similar for this application.
- ✓ With the knowledge that Ramen Haven is also seeking an Alcohol License from the Select Board the Planning Board feels that it would be appropriate for the initial hearing on this license to take place to ensure that there are not specific concerns or requirements that the Select Board wishes to include that would conflict or alter the aforementioned requests of the Planning Board. With both bodies providing feedback before the issuance of the Minor Site Plan the Planning Board can ensure that any approval issued will match and/or support the issuance of the Alcohol License if/when the Select Board chooses to do so.

Please let me know if I can be of further assistance in this matter.

Respectfully,

*Adam*

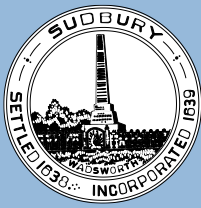
Adam R. Burney, MPA  
 Director of Planning & Community Development  
 278 Old Sudbury Rd.  
 Sudbury, MA 01776

P: 978.639.3398

[burneya@sudbury.ma.us](mailto:burneya@sudbury.ma.us)

Please remember when writing or responding, the Massachusetts Secretary of State has determined that e-mail is a public record.

*No trees were harmed in the sending of this email, however a large number of electrons were terribly inconvenienced. Please consider the environment when deciding to print this message.*



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**MISCELLANEOUS (UNTIMED)**

**5: Vote to Elevate Alexander Dorjets to Full Member of**

**ZBA**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Elevate Alexander Dorjets from associate member of the Zoning Board of Appeals to full member with term to expire 5/31/2027

Recommendations/Suggested Motion/Vote: Elevate Alexander Dorjets from associate member of the Zoning Board of Appeals to full member with term to expire 5/31/2027

Background Information:

Financial impact expected:

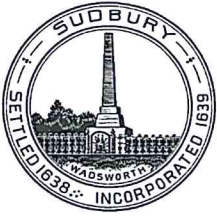
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM



# Town of Sudbury

## Zoning Board of Appeals

appeals@sudbury.ma.us

Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776  
978-639-3387  
Fax: 978-639-3314  
www.sudbury.ma.us/boardofappeals

February 5, 2026

Ms. Lisa Kouchakdjian, Chair  
Select Board  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

Re: Appointment of Alexander Dorjets to the Zoning Board of Appeals and Earth Removal Board

Dear Chair Kouchakdjian,

At their meeting on February 2, 2026, the Zoning Board of Appeals voted unanimously, 5-0, to recommend the Select Board appoint Alexander Dorjets as a Full Member of the Zoning Board of Appeals and to remain as a Full Member of the Earth Removal Board.

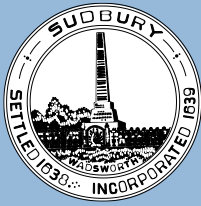
Therefore, I am writing to recommend the Select Board appoint Mr. Dorjets to the Zoning Board of Appeals and Earth Removal Board, and to request the Select Board consider this recommendation at an upcoming meeting.

Please do not hesitate to contact me if you have any questions about this candidate. Please advise if you think an interview with the candidate will be necessary. Thank you.

On behalf of the Zoning Board of Appeals,

Adam R. Burney, MPA  
Director of Planning & Community Development

cc: Zoning Board of Appeals  
Earth Removal Board



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**MISCELLANEOUS (UNTIMED)**

**6: Vote to Appoint Louis Petrovic to Council on Aging**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Vote to appoint Louis Petrovic, 26 Dunster Road, as a member of the Council on Aging for a term ending 5/31/2027

Recommendations/Suggested Motion/Vote: Vote to appoint Louis Petrovic, 26 Dunster Road, as a member of the Council on Aging for a term ending 5/31/2027

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM

### TOWN OF SUDBURY APPLICATION FOR APPOINTMENT

SELECT BOARD  
278 OLD SUDBURY ROAD  
SUDBURY, MA 01776

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

Board or Committee Name: COUNCIL ON AGING

Name: LOUIS J. PETROVIC  
Address: 26 DUNSTER RD 01776 Email Address: LPETROVIC@UHASSD.EDU  
Home phone: 978-443-3210 Work or Cell phone: 978-460-8379

Years lived in Sudbury: 55 1/2

Brief resume of background and pertinent experience:  
- SEE ATTACHED SUMMARY FROM SUDBURY SENIOR CENTER (SSC)  
- ABOUT 10 YEARS AS A VOLUNTEER AT THE SSC

Municipal experience (if applicable):

Educational background:  
+ BS, MS, PHD - CHEMICAL ENGINEERING  
+ MBA

Reason for your interest in serving:  
+ I WOULD LIKE TO CONTRIBUTE TO THE EXCELLENT WORK OF THE COUNCIL ON AGING.

Times when you would be available (days, evenings, weekends):

Do you or any member of your family have any business dealings with the Town? If yes, please explain:

No

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

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

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

Signature Louis J. Petrovic Date 12/23/25

Attachment 3.2.a: Lou Petrovic- COA Application (6929 : Vote to Appoint Louis Petrovic to Council on Aging)



Lou Petrovic: People Person

Written by Paul Blair, Sudbury Senior Center volunteer

A Sudbury resident for 52 years, Lou Petrovic serves as a volunteer "Greeter" at the Sudbury Senior Center. When people enter the building, one of the first people they encounter is this warm, outgoing man who instantly makes them feel welcome. It is said that being a "people person" is a quality that you are born with, it cannot be learned, and that certainly applies to Lou. When asked what he likes most about working at the Center, Lou says, "helping a great staff make seniors feel comfortable when they come into the Center."

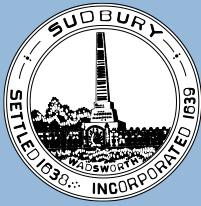
Lou's long distinguished professional life, which continues to this day, has been defined by a commitment to encouraging and supporting business incubators and other organizations that promote the growth and success of entrepreneurs. Indeed, enabling and encouraging people has been Lou's lifelong mission, starting with his 25 years in higher education at UMass Lowell as director of external funding and then at UMass Dartmouth as assistant vice chancellor managing the University's interaction with industry. Today he is chairman of Action Innovation Network, a collaborative of technology business incubators and entrepreneur support organizations.

Lou is justifiably proud of his work in industry. He has a PhD in chemical engineering from Northwestern University, but his eyes light up and he becomes animated when talking about his role as a coach for girls' basketball for 42 years. Starting when his daughters were about 10 years old in the Sudbury town leagues, he went on to be assistant varsity, junior varsity and freshman coach for 13 years at Lincoln Sudbury Regional High School. Next, he became head coach and assistant varsity coach at four other high schools. Just this year he finished six years as assistant girls varsity coach at Framingham High School! When Lou talks about these coaching assignments and what they mean to him, his answer is revelatory and unsurprising for a man who has devoted his life to helping people. He says it was, "fun to learn from these young women and what they saw as their futures." He believes a very important part of coaching is to provide the players with the vast learning experience of working together towards a common goal and helping them figure out how to have fun doing so.

Now in his early eighties, Lou is still rolling and inspiring others with his work in the Senior Core of Retired Executive (S.C.O.R.E), a national organization that offers free advice and mentoring to would-be startup companies. He enjoys his life in Sudbury, taking long walks with his wife Judy, reading extensively, and travelling. Travel has indeed played a major role in Lou's life and defines his lifelong desire to connect with and help others.

Friendship is key for Lou. When asked about friendship, he describes a group he has been part of since he and three others pursued advanced degrees in chemical engineering at Northwestern University, starting in 1964. During approximately four years together, the group formed a strong bond. As they were about to receive their degrees, it became clear that they would be dispersing across the US - California, Washington DC, Chicago, and Boston. They wanted to maintain their friendship and decided on a model. They would meet physically every two years for a vacation and, to insure that they could do so, they would contribute money each month over the two years for the trip. "We named ourselves the *ChemESpenders* for the fact that we were spending money to do things," Lou explains. "It worked. We have met 27 times since 1966. Our trips covered the US and much of the world. Only one trip was cancelled due to the pandemic. Our wives, children and now our grandchildren enjoy the trips and the friendships. The outcome is an extended family in which we help each other for whatever is needed. And, we have a great time together! It's off to Montreal and Quebec City this September."

Lou Petrovic, a people person, and now someone I am proud to call my friend.



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**MISCELLANEOUS (UNTIMED)**

**7: Vote to Appoint Jonathan Harding to Council on Aging**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Vote to appoint Jonathan Harding, 55 Bay Drive, as a member of the Council on Aging for a term ending 5/31/2027

Recommendations/Suggested Motion/Vote: Vote to appoint Jonathan Harding, 55 Bay Drive, as a member of the Council on Aging for a term ending 5/31/2027

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM

TOWN OF SUDBURY  
APPLICATION FOR APPOINTMENT

SELECT BOARD  
278 OLD SUDBURY ROAD  
SUDBURY, MA 01776

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

Board or Committee Name: Council On Aging

Name: Jonathan Harding

Address: 55 Bay Drive Sudbury Email Address: Jonharding54@gmail.com

Home phone: \_\_\_\_\_ Work or Cell phone: 978 944 9511

Years lived in Sudbury: 27

Brief resume of background and pertinent experience:  
Geriatrician, former Chief Medical Officer of 4 Medicare Advantage Plans including Tufts Medicare Plan (TMP) and THP Senior Care Options Plan in MA.

Municipal experience (if applicable):  
MRC Chair 2006-2009, approximate

Educational background:  
AB - MD

Reason for your interest in serving:  
Geriatrician, looking to find ways to help seniors age as well as possible. Preventive health including fall prevention, vaccines, screening; living with dementia, loneliness

Times when you would be available (days, evenings, weekends):  
flexible

Do you or any member of your family have any business dealings with the Town? If yes, please explain:  
No

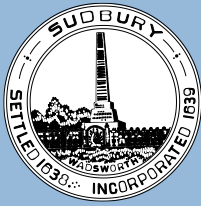
JA (Initial here that you have read, understand and agree to the following statement)

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

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

Signature Jonathan Harding Date 12/17/2025

Attachment 3.3.a: Harding\_Jonathan\_COA 2025 (6930 : Vote to Appoint Jonathan Harding to Council on Aging)



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**MISCELLANEOUS (UNTIMED)**

**8: Review and discuss order of 2026 Annual Town Meeting**

REQUESTOR SECTION

**Articles**

Date of request:

Requested by: Maria Cataloni

Formal Title: Review and discuss order of 2026 Annual Town Meeting Articles

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

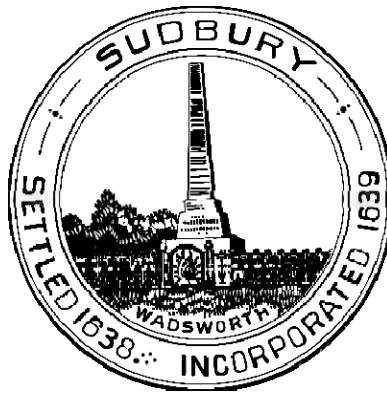
Representative(s) expected to attend meeting:

Review:

- Select Board Office                      Pending
- Town Manager's Office                  Pending
- Town Counsel                              Pending
- Select Board                                Pending
- Select Board                                Pending

02/24/2026 7:00 PM

# Town of Sudbury Massachusetts



## OFFICIAL WARRANT

### ANNUAL TOWN MEETING

**MONDAY, MAY 4, 2026, 7:00 p.m.**

Lincoln-Sudbury Regional High School

390 Lincoln Road, Sudbury, MA

**BRING THIS BOOK WITH YOU**



**ADDITIONAL ARTICLE INFORMATION**

To learn more about the articles in the Town Meeting

Warrant, please visit

<https://sudbury.ma.us/townmeeting/stm-2025>

**The last day to register to vote for both the ATM and ATE is [ADD  
DATE]**

DRAFT




---

## Table of Contents

---

ACCESS TO LINCOLN-SUDBURY REGIONAL HIGH SCHOOL ..... v

ADDITIONAL ACCESS INFORMATION..... vi

SUMMARY OF BASIC TOWN MEETING PROCEDURES ..... vii

Article 1 – Hear Reports ..... 10

Article 2 – FY26 Budget Adjustments..... 10

Article 3 – FY27 Budget..... 11

Article 4 – FY27 Capital Budget ..... 12

Article 5 – FY27 Transfer Station Enterprise Fund Budget ..... 13

Article 6 – FY27 Pool Enterprise Fund Budget..... 14

Article 7 – FY27 Recreation Field Maintenance Enterprise Fund Budget ..... 15

Article 8 – Snow and Ice Transfer ..... 16

Article 9 – Unpaid Bills ..... 16

Article 10 – Chapter 90 Highway Funding..... 17

Article 11 –Stabilization Fund..... 17

Article 12 – Capital Stabilization Fund..... 18

Article 13 – Vocational Education Stabilization Fund ..... 18

Article 14 – FY27 Revolving Fund Spending Limits ..... 19

Article 15 – Terminate Revolving Funds..... 20

Article 16 – Resolution: Sudbury 250<sup>th</sup>..... 20

Article 17 – Resolution: Full Inclusion and Accessibility ..... 22

Article 18 – Funding for Transportation Programs..... 22

Article 19 – Qualified Consultant Services for Liberty Ledge/Sewataro Visioning..... 23

Article 20 – Amend General Bylaw Chapter 11, Capital Planning ..... 23

Article 21 – Amend General Bylaw Chapter 5, Council on Aging ..... 24

Article 22 – Modification of Zoning Bylaw Section 4300 Wireless Services Overlay District ..... 25

Article 23 – Amend Bylaw Chapter 117, Dogs ..... 25

Article 24 – Amend Regional Agreement Lincoln-Sudbury Regional School District ..... 30

Article 25 – Digital Publication of Legal Notices Home Rule Petition ..... 31

Article 26 – Acceptance of Easements for Rail Trail Parking and Drainage..... 31

Article 27 – Public Works Consolidated Capital Articles ..... 32

Article 28 – Combined Facilities Town & School Consolidated Capital Articles..... 34

Article 29 – Self-Contained Breathing Apparatus Replacement ..... 36

Article 30 – Lincoln-Sudbury Regional High School Wastewater Treatment Facility ..... 36

Article 31 – School Classroom Instructional Equipment Replacement..... 37

Article 32 – DPW Garage Concrete Floor Replacement ..... 37

Article 33 – Authorization to Proceed with the Ephraim Curtis Middle School Solar Canopy..... 38

Article 34 – Authorization to Proceed with the Haskell Field Solar Canopy ..... 39

Article 35 – Authorization to Proceed with the Police Station Solar Canopy ..... 40

Article 36 – Combined Community Preservation Act Fund Budget ..... 42

Article 37 – Community Preservation Act Fund: Reversion of Unspent Funds..... 47

Article 38 – Citizen’s Petition: 10 Year Plan to Fund & Construct Walkways ..... 48

Article 39 – Citizen’s Petition: Appropriation of Funds for the Repairing of Single-Family Homes ..... 48

DRAFT

Attachment 3.4.a: 8a. 2026 ATM Warrant - Draft - 2.20.26 (6936 : Review and discuss order of 2026 Annual Town Meeting Articles)

---

## ACCESS TO LINCOLN-SUDBURY REGIONAL HIGH SCHOOL

---

Note: Please check the Town of Sudbury website for changes or additional information.

The Select Board wishes to accommodate the attendance and participation of persons with disabilities at Town Meeting. As such, we urge those who may require particular accommodations to read the following carefully.

**Parking:** “HP” parking spaces are provided at two different locations: 1) the main entrance at the upper level (which will require using an elevator to the lower level to check in and to access the auditorium) and 2) the main parking lot to the right (east) of the school. From this location, you may also be dropped off at the entry walkway – a clear path to the entrance doors, leading directly to the check-in tables and the auditorium. Police on duty will provide assistance as needed, or requested.

**Auditorium Balcony:** The balcony can only be accessed from the Main Level. From the lower level of the building, you may use either the stairs or the elevator to gain entrance to the balcony – the upper level of the auditorium. The Moderator has ruled that if there is adequate seating on the main floor, the balcony **will not** be opened.

**Persons with Ambulatory Disabilities:** Spaces for persons who use wheelchairs will be available at the front and at the rear of the auditorium. For those who use assistive devices to ambulate, seating will be reserved at the rear of the hall and may be used if desired.

**Persons who are Blind or have Vision Impairments:** Reserved seating will be available at the front of the auditorium for persons with vision impairments who prefer to be close to the overhead projector. Large print materials will be made available where possible. We encourage those making prepared, formal presentations to have copies of viewgraphs, especially motions, available in large print.

**Persons who are Deaf or have Hearing Impairments:** Closed captioning will be available.

**Restrooms:** Restrooms are located across the hall from the auditorium.

---

## ADDITIONAL ACCESS INFORMATION

---

### WHEELCHAIR-ACCESSIBLE TRANSPORTATION

The Sudbury Connection van service, through the Sudbury Senior Center and MetroWest Regional Transit Authority (MWRTA), will provide free accessible transportation to and from the meetings. If you are a registered rider, please reserve a ride to Sudbury Town Meeting **by Monday, April 27** by 4:00 PM by calling 508-820-4650. If you are not registered as a rider, please contact the Sudbury Senior Center to register at 978-443-3055 to complete an application **by Monday, April 27 at 4:00 PM.**

### HEARING & SIGHT IMPAIRMENTS

Those with hearing and vision impairments are encouraged to sit in designated areas by the front of the stage. **Closed Captioning** screens will be available. Those who wish to use their phone or device to view the captions may do so at <https://sudbury.ma.us/townmeeting/captions>.

Assisted Listening services are available through the **Audio Fetch** app, available on iOS and Android devices. A QR code to direct you to where to download the app will be available at Town Meeting or you can download the app in advance via the links below:

- Apple Store: <https://apps.apple.com/us/app/audiodfetch/id955015484>
- Google Play: <https://play.google.com/store/apps/details?id=com.waio.mobile.android>

Please bring your own headphones to use Fetch on your device.

If you do not own a smart phone or tablet and/or headphones, please see SudburyTV at the audio booth in the rear of the Lincoln-Sudbury Regional High School Auditorium before the start of Town Meeting for assistance with Audio Fetch.

### MOBILITY AID, MEDICAL DEVICE, WHEELCHAIR AND OTHER ACCESSIBILITY ASSISTANCE

Seating for persons using a wheelchair is located in both the right and left rear sections of the main auditorium. Persons who use oxygen or mobility aids may also find it useful to sit near the back for ease of access and to exit.

### TOWN MEETING ELECTRONIC VOTING DEVICES (CLICKERS)

Electronic Voting Devices (“clickers”) will be used at the 2026 Town Meeting. Clickers with braille are available by request. If you wish to use a **Braille Voting Device**, please request one from the Election Official when you sign in to vote.

Persons requiring an accommodation in order to attend Town Meeting are urged to contact the Sudbury Senior Center at **978-443-3055** or [senior@sudbury.ma.us](mailto:senior@sudbury.ma.us) as soon as possible and at the latest by Monday, April 27 at 4:00 PM.

---

## SUMMARY OF BASIC TOWN MEETING PROCEDURES

---

### General Rules of Debate and Voting

1. Only registered voters, non-resident appointed or elected representatives of the Town, and Town employees may speak without consent of Town Meeting. The Moderator will not vote, even in the case of where the Moderator's vote would break or create a tie.
2. The proponents of an article make the first motion under the article. A voter must then second the motion. The proponents then make a presentation in support of the motion. The Moderator then recognizes the Select Board and Finance Committee for reports, followed by any other boards that are required to report on the article. After the Town boards have spoken, Town Meeting proceeds to general debate on the matter and a vote.
3. Please raise your hand when you wish to speak. After being recognized by the Moderator, please wait for a microphone to be passed to you at your seat. The record of Town Meeting is made on audiotape and your remarks will not be recorded if you do not speak into a microphone. Each and every time you speak, please stand (if you are able) and begin by giving your name and address for the record.
4. Until everyone who wishes to be heard has spoken, no one may speak more than twice on a matter except to correct an error or answer a question. The initial presentation by the proponent(s) of an article is limited to ten minutes, and all other comments are limited to five minutes, unless a majority of those present and voting give consent.
5. All votes are by majority unless otherwise announced. If the count is taken using electronic voting technology, the Moderator shall declare the vote, and provide an opportunity for any voter to notify the Town Moderator that they believe their vote was recorded in error; if so, the Moderator shall direct that the record be corrected by the Town Clerk. If seven or more voters doubt the vote, the Town Moderator may request another vote using the handheld technology, or otherwise set the manner of voting.
6. Combined Articles Procedure: The Capital and Community Preservation articles that have been combined will be read as a single article. Any individual item within the article may be pulled and discussed separately. All items not pulled will be voted together as one article, with each item constituting a separate appropriation. Any pulled items will then be discussed and voted on individually.
7. If Town Meeting approves a motion for reconsideration, the motion at issue immediately prior to the vote will be back before the voters, and the electronic voting system shall be used to record and tabulate the votes taken on the main motion.
8. If such electronic voting equipment is unavailable, the Town Moderator shall notify the Town Meeting as to what manner of voting will be used, and, unless 20 people stand in opposition, such method shall be implemented. If 20 voters do stand, then the Moderator's recommendation is pending before the meeting, subject to amendment like any other motion. If the Moderator is unable to decide the vote or if the declaration by the Moderator is immediately questioned by 10 or more voters rising in their places, the Moderator shall then direct that a count be taken, whether by counting raised hands, raised placards or other indicia of vote, or by secret ballot or otherwise, as determined by the Moderator in the Moderator's sole discretion.
9. In the event of a non-electronic vote, votes will first be taken by a show of hands while voters are seated. If the Moderator is in doubt, then a standing vote will be taken. If the Moderator is still in doubt, then tellers will count the votes. If a voter disagrees with the

Moderator's call of a sitting or standing vote, the voter may challenge the call by immediately standing and saying loudly, "I challenge the vote!" Unless additional voters support the challenge, the vote will be counted.

### Motions and Amendments

1. The purpose of an article in the Warrant is to inform the voters of what may come before the meeting and the outside scope of what may be considered. Every matter that is voted on at Town Meeting must come in the form of a motion. It is a motion that puts an article before Town Meeting, and it is the motion, *not the article*, that is actually voted on. Therefore, while speakers may refer to passing, defeating, or otherwise dealing with "the article," what Town Meeting actually debates and votes on are motions, not articles.
2. A speaker may question whether a certain motion is "within the four corners of the article." Such a challenge requires the Moderator to determine whether the motion is within a reasonable reading of the article as printed in the Warrant, and therefore should be allowed, or ruled out of order as being beyond the legitimate subject matter of the article.
3. Often, the first or "main" motion under an article will be to "move in the words of the article." By making this motion, the speaker is adopting the article as his or her motion thereunder. This can only be done if the language of the article is drafted in such a way that it is appropriate for simple adoption as a motion. Whenever the presenter's motion differs from the wording in the Warrant, the presenter must point out and explain those differences to Town Meeting.
4. All substantive motions, including all main motions and motions to amend a main motion, must be provided to the Moderator, the Town Clerk, and the Technology Administrator in writing before they are made. Please see the guidelines for electronic presentation on the Town website: <https://sudbury.ma.us/infosys/annual-town-meeting-guidelines-for-electronic-presentation-materials/>.
5. If you have an amendment, you should e-mail it to the Technology Administrator at [infosystems@sudbury.ma.us](mailto:infosystems@sudbury.ma.us), with a copy to the Moderator at [moderator@sudbury.ma.us](mailto:moderator@sudbury.ma.us), and the Town Clerk at [clerk@sudbury.ma.us](mailto:clerk@sudbury.ma.us). Advance notice to the Technology Administrator, Moderator and Clerk enhances time efficiency at Town Meeting, and the Moderator may be able to suggest language that is both acceptable to you and within the four corners of the article and therefore permissible to proceed to debate and vote. It is also recommended that you discuss your amendment with the presenter of the article as you may be able to convince him or her to include it as part of the main motion and thus avoid having to vote separately on the amendment. The Moderator may reject proposed amendments that fail to adhere to these guidelines.

### Dismissing Articles, Indefinite Postponement and Withdrawing Motions

1. It is possible for Town Meeting to decide to take no action on an article. This decision is usually made because new or additional information has come to light after the preparation of the warrant indicating that action on the article is unnecessary, unwise or illegal. In such instances, frequently there will be a motion "to indefinitely postpone" an article. This motion, if adopted, kills the article for all intents and purposes for the Town Meeting. The motion is frequently used when proponents of an article have decided not to proceed with it but want an opportunity to explain to the meeting why they are, in effect, abandoning the article at this time. The motion also may be used by someone who wishes to defeat an article before it can be fully debated on the merits. In such cases, it is important to understand that indefinite postponement can have the same effect as defeat which, in turn, can have significance with respect to some items, notably zoning matters, as to when the matter can again be considered by the Town.
2. If you have made a motion or an amendment, you can move to "withdraw the motion" if you have

second thoughts or new information. A motion to withdraw can be made any time during the debate of the motion but cannot be made after the motion has been voted on.

### **Limits on Debate**

1. There is no prescribed limit to debate except common sense. The Moderator can limit debate and can ask speakers to stop if they are straying from the subject, repeating points already made or talking at unnecessary length.
2. Town Meeting itself can also terminate debate. To do so, after being recognized by the Moderator, you may say, "I move the previous question." This motion is not debatable, and if seconded and voted by a two-thirds majority, debate ends and the motion under discussion will be then put to a vote.
3. The Moderator may defer motions to limit debate when, in his or her reasonable judgment, there are a significant number of voters who have indicated a desire to speak but have not yet been recognized.

### **Points of Order**

1. Once recognized by the Moderator, no speaker may be interrupted in any way except by a "point of order." A point of order is not a motion, and does not require a second or a vote. It is a question, and on a point of order a voter may raise only three valid concerns:
  - a. Is the speaker entitled to the floor? For example, is the person a non-voter, or spoken for longer than his/her allotted time?
  - b. Is the speaker saying something inappropriate, frivolous, irrelevant, or illegal?
  - c. Is there some error in the procedure of the pending action or motion?
2. The Moderator welcomes proper points of order and will make every effort to explain the procedural issues that shape Town Meeting discussions. When exercising this parliamentary privilege, you should stand and state loudly that you wish to make a point of order, and wait for the Moderator to recognize you. No voter should hesitate to rise and bring to the Moderator's attention an issue that constitutes a proper point of order because, when exercised responsibly, it functions as a tactful hint from a voter regarding important points of procedure that the Moderator may have missed.

### **Motions for Reconsideration**

1. Article II, Section 13 of our Bylaw controls. A motion to reconsider an article previously voted on in the same session (i.e., the same night), is proper, and an affirmative vote of 2/3 of the voters present is required for passage. If Town Meeting has adjourned for the evening, a motion to reconsider an article voted on in a previous session requires a unanimous vote, unless written notice of an intention to move for reconsideration, signed by 15 voters, is given to the Town Clerk by noon of the next weekday, in which case, a 2/3 vote would be required to pass a motion to reconsider.
2. In the event a motion to reconsider is properly made and seconded, all discussion must be confined exclusively to the merits or demerits of reconsideration. In general, the only proper reasons to seek reconsideration are that there occurred such a misstatement of fact or law in the preceding debate, or such an error of procedure, that the voters, if aware of such discrepancies, would have voted differently. It is not a proper basis for reconsideration to argue simply that the voters arrived at the wrong result

**To the Constable of the Town of Sudbury:**

**Greetings:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Sudbury, qualified to vote in Town affairs to meet at the Lincoln-Sudbury Regional High School Auditorium, 390 Lincoln Road, in said Town on Monday, May 4, 2026, at 7:00 p.m., then and there to act on the following articles:

---

**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 2025 Town Report or as otherwise presented; or act on anything relative thereto.

Submitted by the Select Board

(Majority vote required)

SELECT BOARD POSITION:

---

**Article 2 – FY26 Budget Adjustments**

---

To see if the Town will vote to amend the votes taken under Article 3, FY26 Budget, of the 2025 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 Select Board

(Majority vote required)

SELECT BOARD’S REPORT: This article will allow flexibility to review all accounts within the FY26 Operating Budget to make adjustments at the Annual Town Meeting as necessary.

SELECT BOARD POSITION

FINANCE COMMITTEE POSITION:

---

### Article 3 – FY27 Budget

---

To see if the Town will vote to raise and appropriate, or appropriate from available funds, the following sums, or any other sum or sums, for any or all Town expenses and purposes, including debt and interest, and to provide for a Reserve Fund, all for the Fiscal Year July 1, 2026 through June 30, 2027, inclusive, in accordance with the following schedule, which is incorporated herein by reference:

<b>EXPENDITURES</b>	<b>FY27 Recommended</b>
300 Education - Sudbury Public Schools (SPS)	\$ 49,252,426
300 Education - LS Regional High School (LS) <sup>1</sup>	31,012,531
300 Education - Vocational	580,000
<b>Total Schools</b>	<b>\$ 80,844,957</b>
100 General Government	\$ 4,256,164
200 Public Safety <sup>4</sup>	10,978,200
400 Public Works	6,709,072
500 Human Services	1,253,436
600 Culture & Recreation	1,745,755
<b>Total Town Departments</b>	<b>\$ 24,942,626</b>
800 Reserve Fund	\$ 300,000
800 Town Wide Operating	239,250
800 Transfers	10,100
700 Town Debt Service	5,266,335
900 Employee Benefits (Town & SPS) <sup>2</sup>	19,660,335
1000 OPEB Trust Contribution (Town & SPS) <sup>3</sup>	500,000
<b>Total Other</b>	<b>\$ 25,976,020</b>
<b>TOTAL OPERATING BUDGET</b>	<b>\$ 131,763,603</b>
<i>(not including Capital, Stabilization or Enterprise Funds)</i>	

- <sup>1</sup> Includes \$334,492 for OPEB LS  
<sup>2</sup> Includes \$8,144,589 for Town & \$11,515,746 SPS  
<sup>3</sup> Includes \$165,000 for Town & \$335,000 SPS  
<sup>3</sup> Transfer of \$325,000 from Free Cash  
<sup>4</sup> Transfer of \$780,000 from Ambulance Receipts

; or act on anything relative thereto.

Submitted by the Town Manager

(Majority vote required)

TOWN MANAGER'S REPORT: See detailed budget information, including details on each of these items in the Finance Section of the Warrant.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 4 – FY27 Capital Budget**

---

To see if the Town will vote to raise and appropriate, or appropriate from available funds, the following sums, or any other sum or sums, or authorize lease purchase agreements of up to five years, for the purchase or acquisition of capital items including but not limited to capital equipment, construction, engineering, design, renovation to buildings, equipping of vehicles, and all incidental and related expenses for projects:

<u>OPERATING CAPITAL BUDGET</u>	<u>FY27 Recommended</u>
Sudbury Public Schools	\$ 195,000
Lincoln Sudbury Regional High School	221,600
Informational Technology	210,000
Fire	84,000
Public Works	145,000
Police	35,000
Building	55,000
Facilities - Town	250,000
<b>TOTAL OPERATING CAPITAL BUDGET</b>	<b><u><u>\$ 1,195,600</u></u></b>

; or act on anything relative thereto.

Submitted by the Town Manager

(Majority vote required)

TOWN MANAGER’S REPORT: See detailed budget information, including details on each of these items in the Finance Section of the Warrant.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

**Article 5 – FY27 Transfer Station Enterprise Fund Budget**

To see if the Town will vote to raise and appropriate, or appropriate from available funds, the following sums set forth in the FY27 budget of the Transfer Station Enterprise Fund, to be included in the tax levy and offset by the funds of the enterprise:

<b>TRANSFER STATION ENTERPRISE</b>	<b>FY25 Actual</b>	<b>FY26 Appropriated</b>	<b>FY27 Recommended</b>
Direct Cost	\$ 287,107	\$ 327,915	\$ 338,825
Indirect Cost <sup>1</sup>	17,551	18,955	20,000
<b>Total Expenditures</b>	<b>\$ 304,658</b>	<b>\$ 346,870</b>	<b>\$ 358,825</b>

<b>Revenues/Transfers</b>	<b>FY25 Actual</b>	<b>FY26 Appropriated</b>	<b>FY27 Recommended</b>
Receipts	\$ 311,698	\$ 314,870	\$ 315,825
Retained Earnings	-	32,000	43,000
<b>Total Receipts &amp; Retained Earnings</b>	<b>\$ 311,698</b>	<b>\$ 346,870</b>	<b>\$ 358,825</b>

Paid for by the Enterprise Revenue Transfer to Unclassified Benefits (General Fund); or act on anything relative thereto.

Submitted by the Town Manager

(Majority vote required)

TOWN MANAGER REPORT: See detailed information in the Finance Section of the Warrant.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

**Article 6 – FY27 Pool Enterprise Fund Budget**

To see if the Town will vote to raise and appropriate, or appropriate from available funds, the following sums set forth in the FY27 budget of the Atkinson Pool Enterprise Fund, to be included in the tax levy and offset by the funds of the enterprise:

<b>ATKINSON POOL ENTERPRISE</b>	<b>FY25 Actual</b>	<b>FY26 Appropriated</b>	<b>FY27 Recommended</b>
Direct Cost	\$ 429,185	\$ 498,434	\$ 534,697
Indirect Cost <sup>1</sup>	45,000	48,600	45,000
<b>Total Expenditures</b>	<b>\$ 474,185</b>	<b>\$ 547,034</b>	<b>\$ 579,697</b>

<b>Revenues/Transfers</b>	<b>FY25 Actual</b>	<b>FY26 Appropriated</b>	<b>FY27 Recommended</b>
Receipts	\$ 509,240	\$ 407,034	\$ 469,697
Retained Earnings	-	140,000	110,000
<b>Total Receipts &amp; Retained Earnings</b>	<b>\$ 509,240</b>	<b>\$ 547,034</b>	<b>\$ 579,697</b>

Paid for by the Enterprise Revenue Transfer to Unclassified Benefits (General Fund); or act on anything relative thereto.

Submitted by the Town Manager (Majority vote required)

TOWN MANAGER REPORT: See detailed information in the Finance Section of the Warrant.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

### Article 7 – FY27 Recreation Field Maintenance Enterprise Fund Budget

To see if the Town will vote to raise and appropriate, or appropriate from available funds, the following sums set forth in the FY27 budget of the Recreation Field Maintenance Enterprise Fund, to be included in the tax levy and offset by the funds of the enterprise:

<b>FIELD MAINTENANCE ENTERPRISE</b>	<b>FY25 Actual</b>	<b>FY26 Appropriated</b>	<b>FY27 Recommended</b>
Direct Cost	\$ 196,798	\$ 211,837	\$ 220,395
Indirect Cost <sup>1</sup>	38,500	40,740	34,500
<b>Total Expenditures</b>	<b><u>\$ 235,298</u></b>	<b><u>\$ 252,577</u></b>	<b><u>\$ 254,895</u></b>
<b>Revenues/Transfers</b>	<b>FY25 Actual</b>	<b>FY26 Appropriated</b>	<b>FY27 Recommended</b>
Receipts	\$ 242,897	\$ 210,577	\$ 233,895
Retained Earnings	-	42,000	21,000
<b>Total Receipts &amp; Retained Earnings</b>	<b><u>\$ 242,897</u></b>	<b><u>\$ 252,577</u></b>	<b><u>\$ 254,895</u></b>

Paid for by the Enterprise Revenue Transfer to Unclassified Benefits (General Fund); or act on anything relative thereto.

Submitted by the Town Manager (Majority vote required)

TOWN MANAGER'S: See detailed information in the Finance Section of the Warrant.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

**Article 8 – Snow and Ice Transfer**

To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum or sums of money, to be expended under the direction of the Town Manager, for the purpose of funding the Fiscal Year 2026 Snow and Ice deficit; or act on anything relative thereto.

Submitted by the Assistant Town Manager/Finance Director (Majority vote required)

ASSISTANT TOWN MANAGER/FINANCE DIRECTOR’S REPORT: This article will fund any deficit in the snow and ice account required due to the nature of this year’s winter.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

**Article 9 – Unpaid Bills**

To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum or sums of money for the payment of certain unpaid bills incurred in previous fiscal years which may be legally unenforceable due to the insufficiency of the appropriation in the years in which such bills were incurred; or act on anything relative thereto.

Submitted by the Town Accountant (Four-fifths vote required)

TOWN ACCOUNTANT’S REPORT: Invoices that are submitted for payment after the accounts are closed at the end of a fiscal year or payables for which there are insufficient funds (and were not submitted for a Reserve Fund Transfer) can only be paid by a vote of the Town Meeting, a Special Act of the Legislature, or a court judgment.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

Attachment 3.4.a: 8a. 2026 ATM Warrant - Draft - 2.20.26 (6936 : Review and discuss order of 2026 Annual Town Meeting Articles)

**Article 10 – Chapter 90 Highway Funding**

To see if the Town will vote to authorize the Town Manager to accept and to enter into a contract for expenditure of any funds allotted or to be allotted by the Commonwealth for the construction, reconstruction, and maintenance projects of Town ways pursuant to Chapter 90 funding; and to authorize the Treasurer to borrow such amounts in anticipation of reimbursement by the Commonwealth; or act on anything relative thereto.

Submitted by the Department of Public Works Director (Majority vote required)

DPW DIRECTOR’S REPORT: Each year the Legislature allocates funds to cities and towns for the improvement of their infrastructure, to be expended under the Chapter 90 guidelines. The current plans are to continue the implementation of our pavement management program.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

**Article 11 –Stabilization Fund**

To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of \$300,000, or any other sum or sums, to be added to the Stabilization Fund established under Article 12, of the October 7, 1982 Special Town Meeting, pursuant to General Laws Chapter 40, Section 5B; or act on anything relative thereto.

Submitted by the Select Board (Majority vote required)

SELECT BOARD’S REPORT: Based on the Select Board’s Budget and Financial Policies, the Town’s goal is to maintain in the Stabilization Fund an amount equal to 5% of the total projected general fund operating revenues for the last fiscal year. This Fund protects the Town in case of a severe emergency and is beneficial in supporting the Town’s AAA bond ratings, which in turn results in lowering borrowing costs.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

Attachment 3.4.a: 8a. 2026 ATM Warrant - Draft - 2.20.26 (6936 : Review and discuss order of 2026 Annual Town Meeting Articles)

---

## Article 12 – Capital Stabilization Fund

---

To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of \$275,000, or any other sum, to be added to the Capital Stabilization Fund established under Article 13 of the 2018 Annual Town Meeting; or act on anything relative thereto.

Submitted by the Town Manager

(Majority vote required)

TOWN MANAGER’S REPORT: This transfer is for the purpose of saving funds for future capital needs. Based on the Select Board’s Budget and Financial Policies, the Town’s goal is to maintain in the Capital Stabilization Fund an amount equal to 2% of the total projected general fund operating revenues for the previous fiscal year.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

## Article 13 – Vocational Education Stabilization Fund

---

To see if the Town will vote to create, in accordance with the provisions of Chapter 40, Section 5B of the Massachusetts General Laws, a Vocational Education Stabilization Fund; and to raise and appropriate, borrow or transfer from available funds the sum of \$200,000 to be placed in said fund; or act on anything relative thereto.

Submitted by the Select Board

(Two-thirds vote required)

SELECT BOARD’S REPORT: The Vocational Education Stabilization Fund will be established as a reserve fund to hold funds to pay all or a portion of a buy-in fee for admission to a vocational education district. The Vocational Education Stabilization Fund will be separate and distinct from other stabilization funds. Subject to the availability of funds, the Town will appropriate annually to the Vocational Education Stabilization Fund so that over time it achieves a target balance of 2% of the prior fiscal year’s general fund operating budget. The fund will be used to pay all or a portion of a buy-in fee for admission into a vocational education district. The balance need not be sufficient to cover 100% of the buy-in fee. If the balance in the fund exceeds the amount of the buy-in fee, funds may be used to pay annual capital and operating assessments or for any other purpose allowed under G.L. c. 40, §5B. The Town may adjust the target balance based on conversations with potential vocational education partners, the results of feasibility studies, or other relevant information.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

### Article 14 – FY27 Revolving Fund Spending Limits

---

To see if the Town will vote to establish the FY27 spending limits for the use of revolving funds under M.G.L.c.44, s.53E ½, by the following departments of the Town, in accordance with each fund as set forth in General Bylaw Chapter 25, Section 25-5 Limitation on expenditures:

<b>Fund Name</b>	<b>Department</b>	<b>Spending Limits</b>
Cable Television	Town Manager	\$30,000
Cemetery Revolving Fund	Public Works	\$30,000
Conservation (Trail Maintenance)	Conservation Commission	\$15,000
Conservation (Wetlands)	Conservation Commission	\$50,000
Council on Aging Activities	Council on Aging	\$65,000
Council on Aging Van Transportation (MWRTA)	Council on Aging	\$175,000
Dog	Town Clerk	\$75,000
Electric Vehicle	Combined Facilities	\$150,000
Fairbanks Community Center	Town Manager	\$75,000
Fire Department Permits	Fire	\$70,000
Goodnow Library Meeting Rooms	Goodnow Library	\$15,000
Goodnow Library Services	Goodnow Library	\$30,000
Instrumental Music	Sudbury Public Schools	\$100,000
Plumbing & Gas Inspectional Services	Building Inspector	\$85,000
Portable Sign Administration & Inspectional Services	Building Inspector	\$10,000
Public Health Vaccinations & Tobacco Control	Board of Health	\$50,000
Public Health	Board of Health	\$50,000
Recreation Programs	Parks & Recreation	\$650,000
Rental Property	Town Manager	\$50,000
School Bus Transportation	Sudbury Public Schools	\$600,000
Solar Energy	Sudbury Public Schools	\$1,000,000
Zoning Board of Appeals	Zoning Board of Appeals	\$50,000

or act on anything relative thereto.

Submitted by the Assistant Town Manager/Finance Director

(Majority vote required)

ASSISTANT TOWN MANAGER/FINANCE DIRECTOR’S REPORT: As set forth in General Bylaw Chapter 25, this article seeks authorization for Fiscal Year 2027 for revolving funds previously established pursuant to M.G. L. c.44, s.53E ½. Expenditures from each revolving fund are subject to the limitation established annually by Town Meeting or any increase therein as may be authorized in accordance with M.G.L. c.44, s, 53E ½. The maximum amount stated is the same as the

FY27 maximum voted for each revolving fund except for the following: the Building Inspector Plumbing and Gas Inspectional Service increased from \$75,000 to \$85,000; and the Recreation Revolving from \$570,000 to \$650,000

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 15 – Terminate Revolving Funds**

---

To see if the Town will vote to terminate the following Revolving Funds (Youth Programs, Teen Center and Forestry) as of June 30, 2026, with any monies in the Revolving Fund at that time to be allocated to the General Fund; and further, in connection therewith, to amend Section 25-4 of the General Bylaws, to be effective on June 30, 2026, by deleting the relevant row in the chart appearing therein, or act on anything relative thereto.

Submitted by the Assistant Town Manager/Finance Director (Majority vote required)

ASSISTANT TOWN MANAGER/FINANCE DIRECTOR’S REPORT: As set forth in General Bylaw Chapter 25, this article proposes to terminate the Youth Programs, Teen Center, and Forestry Revolving Funds, as these funds are no longer active or in use.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 16 – Resolution: Sudbury 250<sup>th</sup>**

---

Whereas: Our nation is celebrating and commemorating the 250th anniversary of the commencement of the American Revolution with the Battles of Lexington and Concord on 19th of April 1775 and the Declaration of Independence on 4th of July 1776

Whereas: the Town Meeting on 10th of January 1774, in response to the Boston Tea Party, wrote a strong letter of condemnation including the sentiment of no taxation without representation and the promise of all in our power to aid and assist Boston

Whereas: the Town Meeting on 4th of July 1774 asked its Ministers to arrange a Contribution to defray the Town’s part of the Charges of the Committee of Congress

Whereas: the Town Meeting on 12th of September 1774 voted to purchase gun powder, rifles, bayonets, and flints, and the Town Meeting on 17th of October 1774 voted to reimburse Ezekiel Howe for purchase of the arms voted in the September meeting

Whereas: Two Sudbury men, 81-year-old Deacon Josiah Haynes and 22-year-old Asahel Reed, were killed during the Battles of Lexington and Concord

Whereas: Sudbury arguably sent more fighting men to the Battle of Concord than any other town

Whereas: The Declaration of Independence says at the outset "... We hold these Truths to be self-evident, that all Men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among those are Life, Liberty, and the Pursuit of Happiness – That to secure these Rights, Governments are instituted among Men, deriving their just Powers from the Consent of the Governed, ..."

Whereas: The Declaration of Independence concludes with "... And for the support of this Declaration, with a firm Reliance on the Protection of divine Providence, we mutually pledge to each other our Lives, our Fortunes, and our sacred Honor."

Whereas: The Constitution of the United States begins with "We the People of United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for common defense, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America."

Whereas: President Abraham Lincoln in a speech delivered at the dedication of the Soldiers' National Cemetery at Gettysburg, Pennsylvania, on 19th of November 1863, said "Four score and seven years ago our fathers brought forth, on this continent, a new nation, conceived in Liberty, and dedicated to the proposition that all men are created equal. ... It is for us the living, rather, to be dedicated here to the unfinished work which they who fought here have thus far so nobly advanced. It is rather for us to be here dedicated to the great task remaining before us – that from these honored dead we take increased devotion to that cause for which they gave the last full measure of devotion – that we here highly resolve that these dead shall not have died in vain – that this nation, under God, shall have a new birth of freedom – and that government of the people, by the people, for the people, shall not perish from the earth."

Whereas: When in the course of commemorating the 250th anniversary of the commencement of the American Revolution, it became necessary for the Sudbury Select Board to establish the Sudbury 250 Committee on 5th of December 2023

Therefore, Be It Herby Resolved:

that this Town Meeting celebrates our enduring Democracy on the eve of the 250th anniversary of the Declaration of Independence

Be it Further Resolved:

that this Town Meeting expresses its firm conviction that the Town and the Nation will come together for the Tricentennial, for the 350th, and every fifty years hence in celebration of our continuous Democracy that shall be, in words attributed to John Winthrop, "a city upon a hill – the eyes of all people are upon us."

Submitted by the Select Board

(Majority vote required)

SELECT BOARD'S REPORT:

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 17 – Resolution: Full Inclusion and Accessibility**

---

To see if the Town will vote to adopt a non-binding resolution affirming its commitment to fully consider the rights, needs, and lived experiences of residents with disabilities in all municipal decision-making and planning processes; to strive for universal access, inclusion, and equity across Town programs, services, facilities, and communications; and to encourage coordinated action across boards, committees, departments, and community partners to address barriers, exclusion, and ableism; or act in any other manner in relation thereto.

Submitted by the Commission on Disability (Majority vote required)

COMMISSION ON DISABILITY REPORT: To advance the Town’s long-term goal of full inclusion and accessibility, this resolution reaffirms Sudbury's commitment to ensuring that residents of all abilities are able to participate equitably in civic life. Adoption of this resolution will signal collective responsibility and coordinated action to reduce barriers and to promote a culture of belonging for all.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 18 – Funding for Transportation Programs**

---

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum of \$100,000, or any other sum or sums, for the purposes of continuing the operation of local Transportation Programs, including all incidental and related expenses; or act on anything relative thereto.

Submitted by the Select Board (Majority vote required)

SELECT BOARD’S REPORT: The Town of Sudbury has operated a number of transportation programs. These have included Go Sudbury! Taxi program, Go Sudbury! Uber, and Catch Connect. The transportation programs have been funded with legislative earmarks, grants, American Rescue Plan Act (ARPA) funds, and local funds. The program has provided thousands of rides to Sudbury’s financially vulnerable, residents with a disability, those aged 50+, essential workers, and military veterans in need of transportation to and from healthcare and social service appointments, shopping, community resources, and places of employment. Approval of this article will provide funds to continue the operation of the transportation program into and through fiscal year 2027.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 19 – Qualified Consultant Services for Liberty Ledge/Sewataro Visioning**

---

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum of \$20,000, or any other sum or sums, for the purposes of conducting studies of the Town-owned property known as Liberty Ledge/Camp Sewataro, including all incidental and related expenses; or act on anything relative thereto.

Submitted by the Select Board (Majority vote required)

**SELECT BOARD’S REPORT:** The purpose of this article is to authorize limited funding for professional planning support to assist the Town in conducting a structured, transparent, and inclusive public visioning process for the Liberty Ledge/Sewataro property.

Under the direction of the Town Manager, the consultant will support Town staff and any duly appointed public body designated to oversee the visioning effort by providing guidance on best practices for community engagement, facilitating the identification of opportunities and constraints, conducting studies, and preparing a summary of potential conceptual options based on public input.

The consultant’s role will be advisory and process-oriented only. Any recommendations regarding future use, disposition, or capital investment related to the property shall remain the responsibility of the Select Board.

**SELECT BOARD POSITION:**

**FINANCE COMMITTEE POSITION:**

---

**Article 20 – Amend General Bylaw Chapter 11, Capital Planning**

---

To see if the Town will vote to amend General Bylaw Chapter 11, Capital Planning by deleting the text shown in strikethrough and inserting the bolded text in section 11.2 where indicated:

§ 11-2 Duties.

The CIAC shall study all capital proposals which involve major tangible items with a total project cost of more than ~~\$500,000~~ **\$100,000** in a single year or ~~over \$200,000 in multiple years~~ **\$500,000** and which would likely require an article at Town Meeting for the project’s authorization. The CIAC shall make a report with recommendations to the Finance Committee and the Select Board on these proposals.

Submitted by the Select Board (Majority vote required)

**SELECT BOARD’S REPORT:** The existing bylaw establishes two spending thresholds for capital requests. This article proposes to replace the two thresholds with a single threshold of \$500,000. For any capital request less than \$500,000, the request would be funded within the Town Manager’s Capital Operating Budget and any capital request above \$500,000 would be funded outside of the Town Manager’s Capital Operating Budget, typically as a separate warrant article.

This change would bring the Capital Planning bylaw into better conformity with the financial management authority established in the Town Charter. It would allow the Capital Improvement Advisory Committee (CIAC) to focus on the larger capital requests that have greater impact on the Town’s finances and on the Town’s taxpayers.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 21 – Amend General Bylaw Chapter 5, Council on Aging**

---

To see if the Town will amend bylaw Chapter 5, Article III, Council on Aging § 5-9 Establishment; composition; term of office by deleting the text shown in strikethrough and inserting the bolded text, as set forth below:

The Select Board shall appoint a Council on Aging to consist of 9 residents of the Town: **plus 2 additional residents who shall act as alternates**. Appointments shall be for terms of three years. The Select Board shall annually appoint three members: **one alternate in 2026, and one alternate in 2027**. No fewer than two of the members shall be over 65 years of age. ~~Members may serve no more than two consecutive terms. However, upon the expiration of one year after completion of a second consecutive term, a former member shall be eligible for reappointment.~~

**The Council on Aging Chair may designate either or both alternates to sit on the Council in the case of absence, inability to act or conflict of interest of any member, or in the event of a vacancy on the Council until the vacancy is filled.**

**When an opening in the full membership occurs, an alternate may be considered for appointment to full membership and a replacement alternate may be appointed.**

Submitted by the Council on Aging (Majority vote required)

COUNCIL ON AGING’S REPORT: The Council on Aging (COA) would like to create 2 alternate positions to supplement their 9-member council so that a full panel of 9 members could participate at any given meeting in the absence of one or two members. Additionally, in the event of a vacancy, the Select Board could elevate an alternate to member status.

The prohibition on COA members serving more than two consecutive terms (without then waiting one year to be appointed again if both they and the Select Board desire them to) is sought to be removed as no such similar prohibition exists for any other Town board, commission, trust, council, or committee appointed or elected. On the contrary, members of every other town board, commission, trust, council, and committee elected or appointed may serve as many consecutive terms as they are elected or appointed to.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 22 – Modification of Zoning Bylaw Section 4300 Wireless Services  
Overlay District**

---

**LANGUAGE PENDING**

Submitted by the Planning Board

(Two-thirds vote required)

**PLANNING BOARD’S REPORT:** Currently, Sudbury permits wireless carriers to construct new towers in a limited number of locations. Many of these locations are in a relatively small geographic area or require permission from Town Government. This has resulted in inconsistent coverage, a limited ability to expand the facilities which would increase coverage, and areas where there is no ability to place the infrastructure. This creates areas where there is limited or no cell phone signal, which creates a challenge in contemporary society where many households do not have a landline, where children have more activities making the capability to contact parents or other family providing transportation crucial. The proposed Bylaw is intended to expand the ability to locate wireless facilities in a wider variety of areas, while working to ensure that there are minimal impacts to the surrounding area and the fabric of the Town as a whole in keeping with the Master Plan objectives such as historic resources, scenic vistas and colonial character, through specific siting, height, and design requirements.

**SELECT BOARD POSITION:**

**FINANCE COMMITTEE POSITION:**

---

**Article 23 – Amend Bylaw Chapter 117, Dogs**

---

To see if the Town will vote to amend bylaw Chapter 117, Article II to comply with Chapter 213 of the Acts of 2024 (Ollie’s Law) by deleting the strikethrough text and inserting the bolded text, as set forth below:

§ 117-4. Statement of purpose.

This bylaw is intended to guide those persons owning or keeping dogs in their role as responsible pet owners so as not to adversely affect the residents of the Town of Sudbury.

§ 117-5. Reference to Massachusetts General Laws.

A. Any reference to a "section" in this bylaw shall mean Chapter 140 of the Massachusetts General Laws, unless otherwise stated.

B. The provisions of Massachusetts General Laws Chapter 140, §§ 136A through 174D, inclusive, as may be amended from time to time and except as modified herein, are incorporated into this bylaw relating to the regulation of dogs.

§ 117-6. Definitions.

Unless otherwise set out in this bylaw, any term defined in § 136A shall have the same meaning in this bylaw and shall be expressly incorporated herein.

**ANIMAL SHELTER** — Any premises designated for the purpose of impounding and caring for animals held under authority of this bylaw.

**AT LARGE** — Off the premises of the owner and not under the control of the owner or authorized person either by leash, cord, chain or other means.

**COMMERCIAL KENNEL** - **an establishment used for boarding, holding, day care or overnight stays of animals that are not the property of the owner of the establishment, at which such services are rendered in exchange for consideration and in the absence of the owner of any such animal**

**KENNEL** — As defined in MGL c. 140, § 136A; includes personal kennels, **commercial kennels, and shelters.** [Amended 5-5-2015 ATM by Art. 36]

**LICENSE PERIOD** — From January 1 of each year to December 31 of the same year.

**LIVESTOCK OR FOWL** — Animals or fowl kept or propagated by the owner for food or as a means of livelihood; also deer, elk, cottontail rabbits and northern hares, pheasants, quail, partridge and other birds and quadrupeds determined by the Division of Fisheries and Wildlife to be wild and kept by, or under a permit from, said Division in proper houses or suitable enclosed yards. Such phrase shall not include dogs, cats and other pets.[Amended 10-23-2023 STM by Art. 2]

**OWNER** — Any person or persons, firm, association or corporation owning, keeping or harboring a dog within the Town.

**PERSON** — An individual, partnership, company or corporation.

**PERSONAL KENNEL** — A pack or collection of more than four dogs, three months old or older, owned or kept under single ownership, for private personal use; provided, however, that breeding of personally owned dogs may take place for the purpose of improving, exhibiting or showing the breed or for use in legal sporting activity or for other personal reasons; provided, further, that selling, trading, bartering or distributing such breeding from a personal kennel shall be to other breeders or individuals by private sale only and not to wholesalers, brokers or pet shops; provided, further, that a personal kennel shall not sell, trade, barter or distribute a dog not bred from its personally owned dog; and provided, further, that dogs temporarily housed at a personal kennel, in conjunction with an animal shelter or rescue registered with the Department of Agricultural Resources, may be sold, traded, bartered or distributed if the transfer is not for profit.[Added 5-5-2015 ATM by Art. 36; amended 10-23-2023 STM by Art. 2]

**RESTRAINT** — A dog shall be deemed to be under restraint if it is on the premises of the owner accompanied by a person who shall have the dog under control, or is in a suitably enclosed area, including an effective electric Invisible Fence®, or, if outside the premises of the owner, is accompanied by a person who shall have the dog under control by holding it firmly on a leash no greater than six feet in length. [Amended 5-5-2015 ATM by Art. 36]

**SHELTER** — **a public animal control facility or other facility which is operated by an organization or individual for the purpose of protecting animals from cruelty, neglect or abuse.**

§ 117-7. Animal Control Officer. [Amended 5-5-2015 ATM by Art. 36]

A. The Town Manager shall appoint an Animal Control Officer under the provisions of MGL c. 140, §§ 151 and 151A, to carry out the provisions of this bylaw and perform such other duties and responsibilities as may be determined. The Town Manager shall determine hours and conditions of work for the Animal Control Officer. Compensation for persons appointed under this bylaw shall be consistent with other bylaws dealing with salaries of appointed officials.

B. The Animal Control Officer shall seek out and notify all owners of all dogs within the Town that have not been licensed within the required time under the provisions of this bylaw; shall seek out, catch and confine any dogs within the Town that are found on public property, or on private property where said dog is trespassing and the owner or person in control of such property wants the dog removed, if said dog is in violation of any section of this bylaw.

C. No person shall interfere with, hinder, molest or abuse an Animal Control Officer in the exercise of such responsibilities. The provisions of MGL c. 140, §§ 151 and 151A, regarding killing and/or transfer of any dogs shall apply and are expressly incorporated in this bylaw. No Animal Control Officer shall be a licensed animal dealer registered with the United States Department of Agriculture, and no Animal Control Officer, either privately or in the course of carrying out official assignments as an agent for this Town, or any other agent of the Town shall give, sell, or turn over any animal which may come into custody to any business or institution licensed or registered as a research facility or animal dealer with the United States Department of Agriculture. Whoever violates the provisions of this subsection shall be fined as provided in MGL c. 140, § 151. [Amended 10-23-2023 STM by Art. 2]

D. It shall be the duty of the Animal Control Officer to keep, or cause to be kept, accurate and detailed records of the impoundment and disposition of all dogs held in custody, a monthly telephone log of calls regarding dogs, all bite cases reported and the investigation of same.

§ 117-8. Hearing authority. [Amended 5-7-2018 ATM by Art. 19]

The Select Board shall act as the hearing authority for all matters pertaining to the enforcement of this bylaw. The hearing authority shall investigate or cause the investigation of the complaint.

§ 117-9. Dog fund.

A. A Dog Fund is hereby created by the Town under provisions of MGL c. 44, § 53E 1/2. Said fund shall be used as a depository for all moneys collected as fees, fines, charges, penalties and other like moneys imposed under this bylaw. It shall be used to make purchases necessary to administer this bylaw and to pay any expenses relating to this bylaw or for any other costs that Massachusetts General Laws require to be paid. Said fund shall be administered by the Treasurer-Collector and may also receive funds through usual municipal financing methods. Receipts allocated to this fund shall be deposited in a special account by the Treasurer-Collector.

B. Expenditures may be charged against this fund without prior appropriation, subject to the approval by the Town Clerk, and shall be limited to purposes directly connected to the enforcement of the provisions of the Dog Bylaw. Said expenditures or incurred liabilities shall not exceed the available balance of the fund at any given time.

§ 117-10. Vaccination requirement. [Amended 5-5-2015 ATM by Art. 36]

A. Whoever is the owner of a dog, cat or ferret six months of age or older shall cause such dog, cat or ferret to be vaccinated against rabies by a licensed veterinarian using a vaccine approved by the Department of Public Health. Such owner shall produce a veterinarian's certificate that such dog, cat or ferret has been

so vaccinated, setting forth the date of such vaccination and the duration of immunity, or a notarized letter from a veterinarian that a certification was issued. An exemption from such vaccine may be granted by the Board of Health only upon presentation of a licensed Massachusetts veterinarian's certificate stating that because of an infirmity, other physical condition or regimen of therapy, such inoculation is considered inadvisable for a specified period of time for such reasons as provided in

§ 145B.

B. Unvaccinated dogs, cats or ferrets acquired or brought into the Town shall be vaccinated within 30 days after acquisition or entry into the Town or upon reaching the age of six months, whichever comes later.

C. Unvaccinated dogs, cats or ferrets shall be revaccinated in accordance with rules and regulations adopted and promulgated by the Department of Public Health.

D. Whoever violates this section shall be punished by a fine of not more than \$100 per animal or by a noncriminal penalty of \$50 per animal.

§ 117-11. Registration, licenses and fees. [Amended 4-6-2009 ATM]

A. Any owner of a dog which is six months of age or older and is located in the Town of Sudbury shall obtain a license for that dog commencing on January 1 of each year, as required by Massachusetts General Laws Chapter 140.

B. The fee for every license shall be:

- (1) Neutered male dogs and spayed female dogs: \$15.
- (2) Unneutered male dogs and unspayed female dogs: \$20.

C. The registering, numbering, describing and licensing of a dog shall be done by the Town Clerk on a form prescribed and supplied by the Town Clerk, and shall be subject to the condition expressed therein that the dog which is the subject of the license shall be controlled and restrained from killing, chasing or harassing livestock, fowl, wildlife, or domesticated animals.

D. The owner of a licensed dog shall cause it to wear around its neck or body a collar or harness of leather or other suitable material, to which shall be securely attached a tag on a form prescribed by and issued by the Town Clerk when a license is issued. Such tag shall state the following information: Town of Sudbury; year of issue; and tag number. The Town Clerk shall maintain a record of the identifying numbers.

E. If any such tag shall be lost, the owner of such dog shall forthwith secure a substitute tag from the Town Clerk. The fee for a duplicate tag shall be \$1.

F. The Town Clerk shall not grant such license for any dog unless the owner of the dog provides the Town Clerk with a veterinarian's certification that the dog has been vaccinated in accordance with § 145B, certification that such dog is exempt from the vaccination requirement under said § 145B or a notarized letter from a veterinarian that either of these certifications was issued relative to such dog. [Amended 5-5-2015 ATM by Art. 36]

§ 117-12. Kennel registration, licenses, and fees. [Amended 5-3-2011 ATM by Art. 19]

A. Any person maintaining a kennel shall have a kennel license. (See § 117-6 for definition of what constitutes a kennel.) The fee for kennel licenses shall be:

- (1) ~~Four dogs: \$60.~~
- (2) (1) Five to six dogs: \$90.
- (3) (2) Seven to 10 dogs: \$150.
- (4) (3) Eleven dogs or more: \$175.

B. Any person who meets all requirements of the Town of Sudbury Zoning Bylaw and § 137A may apply for a kennel license from the Town Clerk and for a fee as set out in this bylaw. The Town Clerk shall, upon application, issue without charge a kennel license to any ~~domestic charitable corporation incorporated exclusively for the purpose of protecting animals from cruelty, neglect or abuse and for the relief of suffering among animals~~ **local shelter. The Town Clerk shall annually report to the Department of Agricultural Resources the list of all registered kennels and their addresses.**

C. The provisions of MGL c. 140, § 138, shall be expressly incorporated herewith and shall henceforth apply under this bylaw. [Amended 10-23-2023 STM by Art. 2]

~~C.D.~~ **The Animal Control Officer shall, annually, inspect or cause to be inspected any kennel and if, in their judgment, the same is not being maintained in a sanitary and humane manner as outlined in the guidelines promulgated by the Department of Agricultural Resources, or if records are not properly kept as required by law, shall issue a citation explaining the infraction and requiring the kennel to come into compliance within a reasonable time frame, or, if the infraction so warrants, suspend the license until such time the infraction is corrected. If the kennel owner fails to come into compliance during the allotted period of time, the Animal Control Officer shall revoke the license for the kennel. Any person maintaining a kennel after the license therefor has been so revoked or while such license is so suspended shall be fined as set forth in § 117-26A of this bylaw. The Select Board may, in the case of any suspension, reinstate such license.**

~~D.E.~~ **The Animal Control Officer may at any time inspect or cause to be inspected any kennel and if, in their judgment, the same is not being maintained in a sanitary and humane manner, or if records are not properly kept as required by law, shall file with the Town Manager a petition setting forth the facts; and the Town Manager shall, upon this petition or upon a petition of 25 citizens setting forth that they are aggrieved or annoyed to an unreasonable extent by one or more dogs at a kennel maintained in Town because of excessive barking or vicious disposition of said dogs or other conditions connected with such kennel constituting a public nuisance, the Town Manager, within seven days after a filing of such petition, shall give notice to all parties in interest of a public hearing to be held within 14 days after the date of such notice. Within seven days after such public hearing, the Animal Control Officer shall inspect of cause to be inspected the kennel subject to the public hearing and issue a recommendation to the Select Board on the suspension, revocation, or further regulation of the kennel. Subsequently, the Select Board shall, within seven days after such public hearing make an order either revoking or suspending such kennel license or otherwise regulating said kennel, or dismissing said petition. Within 10 days after such order, the holder of such license may bring a petition in the District Court as outlined in § 137C. Any person maintaining a kennel after the license therefor has been so revoked or while such license is so suspended shall be fined as set forth in § 117-26A of this bylaw. The Select Board may, in the case of any suspension, reinstate such license. [Amended 5-5-2015 ATM by Art. 36]**

§ 117-13. Kennel regulations.

The Town Clerk shall not issue a kennel ~~permit~~ license pursuant to the provisions of § 137A, unless:

A. A written report from the Animal Control Officer has been received certifying as follows:

[Amended 5-5-2015 ATM by Art. 36]

- (1) That the premises where the applicant's kennel is located has been inspected.
- (2) That the premises proposed are appropriate for use as a kennel and that such use will have no significant adverse effect on the peace and quiet of the neighborhood or on the sanitary conditions there.

B. The applicant for a kennel ~~permit~~ license has first obtained a special permit from the Zoning Board of Appeals pursuant to Subsection 2313 of the Zoning Bylaw of the Town of Sudbury.

**B.C. Commercial kennels shall report to the Town Clerk and Animal Control Officer all injuries to animals and people that occur on their premises within one week of the incident.**

§ 117-14. Failure to license. [Amended 5-5-2015 ATM by Art. 36]

All owners or keepers of dogs kept in the Town of Sudbury during the preceding six months and who, on the first day of April of each year, have not licensed said dog or dogs, as prescribed by MGL c. 140, § 137, shall pay a late fee of \$25, payable to the Town, in addition to the license fee, for each dog so unlicensed. In addition to the license fee and late fee, any all such owners or keepers of dogs not compliant with the licensing requirement after June 1 may be subject to an additional penalty of \$50 for each dog, and the Animal Control Officer may issue additional penalties of \$50 every 21 days after the initial \$50 penalty until compliance.

Submitted by the Select Board (Majority vote required)

SELECT BOARD'S REPORT:

FINANCE COMMITTEE POSITION:

---

**Article 24 – Amend Regional Agreement Lincoln-Sudbury Regional School District**

---

To see whether the Town will vote to amend the Agreement between the Towns of Lincoln and Sudbury, Massachusetts, with respect to the formation of a Regional School District, as amended, to eliminate outdated provisions, to make technical and administrative language updates, and to bring said agreement into alignment with law and existing practices, the full text of which will be available on the District's website and on file with the Town Clerks of the respective towns; or otherwise act thereon.

Submitted by the Lincoln-Sudbury Superintendent (Two-Thirds vote required)

SUPERINTENDENT'S REPORT:

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

### **Article 25 – Digital Publication of Legal Notices Home Rule Petition**

---

To see if the Town will vote to authorize the Select Board to petition the General Court to enact legislation in substantially the following form, provided that the General Court may reasonably vary the form and content of the requested legislation within the scope of the general objectives of this petition.

**AN ACT AUTHORIZING THE TOWN OF SUDBURY TO ADOPT ALTERNATIVE METHODS FOR NOTICE OF PUBLIC HEARINGS.**

**SECTION 1.** Notwithstanding section 11 of chapter 40A of the General Laws, or any general or special law to the contrary, the Town of Sudbury may adopt and further amend general by-laws that regulate the publishing of legal notices of public hearings on the official website operated by the town.

**SECTION 2.** The town may allow all legal notices of public hearings to be published: (i) in a local newspaper, either in electronic or paper format; or (ii) on the bulletin board outside the town clerk's office; and (iii) on the town's website; or act on anything relative thereto.

Submitted by the Town Manager

(Majority vote required)

**TOWN MANAGER'S REPORT:** This article would allow the Town to satisfy requirements for legal notices set forth in the general laws by allowing the publication of notices on the Town's website and/or in a local digital newspaper, along with the option of continuing the current practice of publication in a newspaper of general circulation.

**SELECT BOARD POSITION:**

**FINANCE COMMITTEE POSITION:**

---

### **Article 26 – Acceptance of Easements for Rail Trail Parking and Drainage**

---

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift, or otherwise, permanent easements on certain parcels of land off of Union Avenue being more particularly described and shown as Lot 4 and Lot 5 on a plan entitled "Plan of Land in Sudbury, Mass. Prepared for: Coatings Engineering Corporation, Scale 1" = 60' Dated: January 25, 1988 Schofield Brothers Inc. Professional Engineers & Land Surveyors," which plan is recorded as Plan No. 244 of 1988 in Book 18891, Page 391 in the Middlesex South Registry of Deeds, an enlarged copy of which is on file with the Town Clerk, as said plan may be amended, for purposes of vehicular parking, and vehicular, pedestrian and bicycle (and other modes of transportation) access and egress, which uses shall be for persons using the Bruce Freeman Rail Trail and the Mass Central Rail Trail, and for design, construction, installation, maintenance, reconstruction, repair, replacement, use, and abandoning in place such parking areas, all on Lot 5 as shown on the said plan; and for stormwater drainage purposes, including the right, but not the obligation, to design, construct, install, maintain, clean out, reconstruct, repair, replace, use, and abandon in place, such drainage areas and any and all appurtenances thereto, all on Lot 4 as shown on said plan; and further, to raise and appropriate, transfer from available funds, borrow or otherwise provide a sum of money for the purpose of providing for such acquisitions and work and all costs and expenses associated therewith, or act on anything relative thereto.

Submitted by Planning and Community Services

(Two-thirds vote required)

REPORT:

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 27 – Public Works Consolidated Capital Articles**

---

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum of \$2,170,000 or any other sum, for the Public Works Capital Projects set forth below, with each project to be considered as a separate and individual appropriation, or take any other action relative thereto.

Item	Project Description	Amount
27-DPW-1	Roads, Culvert, Drainage, Consultant & Construction, Design & Drain Replacement	\$ 950,000
27-DPW-2	6-Wheel 26,000+ GVW Combo Body Dump Truck w/Plow and Spreader	\$ 350,000
27-DPW-3	10-Wheel 40,000+ GVW Dump Truck	\$ 335,000
27-DPW-4	Large Construction / Excavation / Loader Equipment	\$ 300,000
27-DPW-5	Light/Medium Duty Pick Up truck with spreader and plow	\$ 135,000
27-DPW-6	Town Owned Parking Lots - Pavement Project	\$ 100,000

**Total DPW Capital Projects**

**\$ 2,170,000**

Submitted by the Department of Public Works Director

(Majority vote required)

DPW DIRECTOR'S REPORT:

**Roads, Culvert, Drainage, Consultant & Construction, Design & Drain Replacement (\$950,000) -**

Approval of this project will provide funds to replace roads, culverts, associated drain structures and appurtenances at various locations throughout Town. This article will also provide funds to maintain a comprehensive Pavement Management Plan to include multiple surface treatment types like crack sealing, chip sealing, mill and overlay and full-depth reclamation, etc. The Town needs to invest at least \$1.5 million per year to prevent the overall Pavement Condition Index (PCI) from declining. This request is for an additional \$950,000 in funding annually to supplement the monies received from the State Chapter 90 program.

**6-Wheel 26,000+ GVW Combo Body Dump Truck w/Plow and Spreader (\$350,000) -**

Approval of this project will provide funds to purchase a new 6-Wheel Combo body Dump Truck with plow and spreader to replace an older model. The multi-use will be used all year round and has many uses: asphalt, salt spreader and dump truck; in addition to snow. It is a goal of the Public Works to focus on standardizing vehicles and specifying vehicles to better suit our multi-disciplinary needs. The Public Works employees use these vehicles to perform their everyday tasks including moving materials and equipment that is carried and towed by these vehicles. These trucks are also paired with larger equipment to perform snow removal. This unit has a 15 Year lifecycle.

**10-Wheel 40,000+ GVW Dump Truck (\$335,000)** - Approval of this project will provide funds to purchase a new 10-Wheel Combo body Dump Truck to replace a 2007 Mack Dump Truck. The multi-use will be used all year round and has many uses: asphalt, salt spreader and dump truck; in addition to snow. It is a goal of the Public Works to focus on standardizing vehicles and specifying vehicles to better suit our multi-disciplinary needs. The Public Works employees use these vehicles to perform their everyday tasks including moving materials and equipment that is carried and towed by these vehicles. These trucks are also paired with larger equipment to perform snow removal. This unit has a 15 Year lifecycle.

**Large Construction / Excavation / Loader Equipment (\$300,000)** - Approval of this project will provide funds to purchase a new Front-End Loader to replace an existing 2014 Front-End Loader. A new Loader will provide multiple uses throughout all the divisions within the DPW as well as improve efficiencies. It is a goal of the Public Works to focus on standardizing vehicles and specifying vehicles to better suit our multi-disciplinary needs. The older model is beyond its useful life expectancy as a front-line, emergency response machine. The purchase of a new loader, which will be safe, reliable, efficient, and capable of meeting the needs of the Department during the construction season. This equipment ensures the plowing operations remain efficient, and ultimately provide the staff with the proper equipment to clear the roads and parking lots during the snow and ice season. This unit has a 12-year lifecycle.

**Light/Medium Duty Pick Up truck with spreader and plow (\$135,000)** - Approval of this project will provide funds to purchase a new 1-Ton Dump truck with Plow & Spreader to replace an older model. A new dump truck will provide multiple uses throughout all the divisions within the DPW as well as improve efficiencies. It is a goal of the Public Works to focus on standardizing vehicles and specifying vehicles to better suit our multi-disciplinary needs. These trucks are one of the most used equipment in the fleet. The Public Works employees use these vehicles to perform their everyday tasks including moving materials and equipment that is carried and towed by these vehicles. These trucks are also paired with larger equipment to perform snow removal.

**Town Owned Parking Lots Pavement Project (\$100,000)** - Approval of this article will provide funds to replace address Town-owned parking lots that do not qualify for use of Chapter 90 funds. Many Town-owned parking areas throughout Town has deteriorated and is in need of repair or replacement. The approval of this article will improve building safety, appearance, and prolong the life of the lots and the Town's assets.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 28 – Combined Facilities Town & School Consolidated Capital Articles**

---

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum of \$1,821,700 or any other sum, for the Combined Facilities Town & School Capital Projects set forth below, with each project to be considered as a separate and individual appropriation, or take any other action relative thereto.

Item	Project Description	Amount
27-FAC-1	Haynes & Nixon Elementary School Communications and Security Fire Alarm	\$ 660,500
27-FAC-2	School Safety All Buildings	\$ 450,000
27-FAC-3	Building Management System SPS Capital Repairs	\$ 110,000
27-FAC-4	ADA Self-Assessment Transition Plan Town/School	\$ 200,000
27-FAC-5	Flynn Building Offices Pump, Hot Water Circulation & Boiler Replacement	\$ 150,000
27-FAC-6	DPW Garage Communications and Security Fire Alarm, Panels & Design	\$ 132,000
27-FAC-7	Fire Department 2 Roof Covering Asphalt Shingle Replacement	\$ 119,200
<b>Total Combine Facilities Town/School</b>		<b><u><u>\$ 1,821,700</u></u></b>

Submitted by the Combined Facilities Director

(Majority vote required)

**COMBINED FACILITIES DIRECTOR'S REPORT:**

**Haynes & Nixon Elementary School Communications and Security Fire Alarm (\$660,500)** - Fire alarm systems at Josiah Haynes Elementary School is approximately 25 years old and recommended or replacement due to age and obsolescence. The fire alarm systems at the General John Nixon Elementary School (installed in 2023) are in good condition and do not require upgrades at this time. Emergency lighting systems at General John Nixon Elementary School has exceeded its useful life and is recommended for replacement or modernization. Emergency lighting at Josiah Haynes Elementary School is generally in good condition, with targeted component replacements recommended. Bi-Dictional Amplification/Simulcast system installations are recommended for both schools.

**School Safety All Buildings (\$450,000)** - Representatives from the Sudbury School District and the Sudbury Police Department participated in a school safety review that resulted in the recommendation to add a secure vestibule to the Peter Noyes Elementary School; to add a pedestrian pathway and bollards at the school drop off/pickup/play area at the Peter Noyes School; to add bollards and swing gates at the student bus drop off/basketball area; and additional access control at all school entrances

**Building Management System SPS Capital Repairs (\$110,000)** - Throughout all five schools, there are elements of the Building Management Systems that have failed or are obsolete. Repairing elements in the schools' building management systems (BMS) is necessary to ensure student/staff safety, to improve health and learning environments; to achieve cost effectiveness (preventing major failures); meets regulatory compliance; extends the asset life and supports the educational mission by reducing disruptions, ultimately creating better spaces for teaching and learning.

**ADA Self-Assessment Transition Plan Town/School (\$200,000)** - In 2021 as part of the on-going effort to assess the current level of Americans with Disabilities Act (ADA) compliance in programs, services and activities and town-owned facilities, The Institute for Human Centered Design was contracted to prepare an ADA Self Evaluation and Transition Plan on the Town's behalf to identify deficiencies, compile a prioritized list of recommendations for corrective actions and provide associated costs. The Self Evaluation found many key facilities are generally usable by people with disabilities but are not in full compliance with current accessibility requirements. This article would provide funding to continue addressing identified recommendations in Town Facilities including Schools, public spaces as well as respond to urgent community needs not previously identified on the self-assessment and transition plan.

**Flynn Building Offices Pump, Hot Water Circulation & Boiler Replacement (\$150,000)** - The existing boiler and HVAC piping are beyond their recommended useful life. This project includes the demolition & disposal of existing Single PK SN 1200 boiler and pumps (1,020 MBTU's/hot water circulation through a pair of 3HP pumps). For redundancy, this funding request will replace the existing boiler with two 500 MBH High efficiency boilers with BACnet communication, including new boiler condensate piping and neutralizer kits, new flue, combustion air piping, gas piping as required and VFD system pumps.

**DPW Fire Alarm Replacement (\$132,000)** - The existing fire alarm system was put into service in 2002 with a life expectancy of 15 years was slated to be replaced in 2017. As of 2025, the system is now 24 years old, past its useful life and exhibiting symptoms of failure. This project will fund the complete replacement of the existing fire alarm system including all fire alarm panels and devices in the DPW Office Building and attached garage.

**Fire Department 2 Roof Covering Asphalt Shingle Replacement (\$119,200)** - The original portion of Fire Station 2 contains a shingle roofing system. The roof area of the entire building is approximately 4,135 square feet (SF). There exist various typical penetrations throughout the roof area such as vent pipes and a chimney. This roof system has surpassed its useful life and was slated for full replacement in 2018. The replacement scope of work includes the installation of a new architectural asphalt shingle system complete with felt underlayment, ice and water barrier membrane, ventilation improvements, gutters and downspouts, and a roofing manufacturer's material warranty (minimum 30-year time frame).

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

### **Article 29 – Self-Contained Breathing Apparatus Replacement**

---

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum of \$550,000 or any other sum, for the purchase or acquisition of self-contained breathing apparatus (SCBA) and associated equipment, or an act relative thereto.

Submitted by the Fire Chief

(Majority vote required)

**FIRE CHIEF’S REPORT:** The requested SCBA is respiratory protection used by firefighters in contaminated atmospheres where heat, toxic gases and particles are present. The SCBA units and associated equipment, including but not limited to masks, cylinders and rapid intervention apparatus is essential to the operations of the department. The current equipment is approaching its end of service life that are defined by DOT and NFPA standards.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

### **Article 30 – Lincoln-Sudbury Regional High School Wastewater Treatment Facility**

---

To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of \$147,679, being the Town’s 86.87% share of the total estimated project of \$147,679, to be used together with the amount requested from the Town of Lincoln for its 13.13% share, being the sum of \$22,321, for the purpose of replacing of a manual analytical method to evaluate biological health of the activated sludge with and automated, real-time monitoring control system at the Lincoln-Sudbury Regional High School, including any incidental and related costs; or act on anything relative thereto.

Submitted by the Lincoln-Sudbury School Committee

(Majority vote required)

**LINCOLN-SUDBURY SCHOOL COMMITTEE REPORT:** The purpose of this request is to replace the current system, which was installed in 2004 and has reached the end of its 20-year projected lifespan. Now obsolete and no longer supported by the manufacturer, the existing equipment lacks the automation necessary to effectively monitor the biological health of the activated sludge. Operating without these automated insights significantly increases the risk of process failure, environmental non-compliance, and elevated operational costs. While the transition will involve training for Building & Grounds staff, this will be conducted during standard operating hours to ensure a neutral impact on the department's labor budget.

**Cost:** The total estimated cost, which includes software, hardware, training, and a contingency allocation for any additional engineering, commissioning is \$170,000 with Sudbury’s share of 86.87% at \$147,679 for the Sudbury Request. LS is also requesting Lincoln’s share of 13.13% totaling \$22,321 that has been approved by the Lincoln Capital Committee on January 13, 2026 as an accepted capital project.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

### **Article 31 – School Classroom Instructional Equipment Replacement**

---

To see if the Town will vote to raise and appropriate, or transfer from available funds, \$100,000 to be expended under the direction of the Sudbury Public School Department for the replacement of School Classroom Instructional Equipment in the Curtis Middle School, Haynes Elementary School, Loring Elementary School, Nixon Elementary School and Noyes Elementary School; and all expenses incidental and related thereto; or take any action relative thereto.

Submitted by the Sudbury Public School Committee

(Majority vote required)

**SCHOOL COMMITTEE’S REPORT:** The article seeks funding for the purpose of purchasing and replacing classroom instructional equipment in approximately twenty (20) total classrooms in all five (5) school buildings. Current equipment is 12-15 years old and have exceeded their useful life.

Sudbury Public Schools positions technology in instructional spaces to support communication and collaboration. The schools provide tools that support student collaboration, differentiation of instruction, and accessibility options for all students.

The District’s standard set of classroom instructional equipment includes 1) an interactive display that provides a visual resource for displaying materials to the entire class with touch components allowing students to interact with educational content with a pen or touch; 2) wireless video projection for teacher mobility around the classroom while also permitting students to project directly from their devices; 3) auditory support for classroom instruction ensuring all students can receive instruction with clarity benefitting all students regardless of whether they have an issue with hearing; and, 4) document cameras allowing for immediate presentation of non-digital resources to the classroom.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

### **Article 32 – DPW Garage Concrete Floor Replacement**

---

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds, \$2,200,000, to be expended under the direction of the Combined Facility Director, for the purpose of the full concrete deck replacement, improved safety/modification of the current truck washing bay catwalk, replacement of non-operational/obsolete truck washing equipment, construction administration and oversight, or act on anything relative thereto.

Submitted by the Combined Facilities Director

(Two-thirds vote required)

**COMBINED FACILITIES DIRECTOR’S REPORT:** This project will replace the Department of Public Works Administration/Garage building’s concrete floor in its entirety and repair/modify the existing required truck washing bay to ensure safety of employees. The current concrete flooring is deteriorated, is spauling, has exposed rebar and exposed concrete wire. The current truck washing bay’s catwalk requires modification to provide safe use. This building is critical infrastructure for our snow management operations and houses the DPW equipment and trucks that are used to maintain the Town roadways. The

funds from this request will be used for the oversight, demolition, and full replacement of the current concrete deck, modification of the current truck washing bay catwalk and replacement of non-operational/obsolete truck washing equipment.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 33 – Authorization to Proceed with the Ephraim Curtis Middle School Solar Canopy**

---

To see if the Town will vote to transfer the care, custody, management and control of a portion or portions of the Ephraim Curtis Middle School property located at 22 Pratts Mill Road, Sudbury, from the School Committee for the purposes for which it is presently held to the School Committee for general municipal purposes and also for the purpose of leasing the same to one or more solar energy electricity production entities for the installation of a solar energy facility or facilities, and to authorize the Select Board to enter into a lease or leases, with the approval of the School Committee, for such portion or portions of said property for a term of at least 20 years from the date of commencement of commercial operations of the solar energy facility or facilities, all on such terms and conditions, and for such consideration, as the Select Board and School Committee deem appropriate, and to authorize the Select Board to enter into one or more power purchase agreements for electricity and/or solar energy credits; and to authorize the Select Board with the approval of the School Committee to grant such access, utility, and other easements in, on, and under said property as may be necessary or convenient to construct, operate, maintain, repair and replace such solar energy facility or facilities; and to authorize the Select Board to take all actions necessary in connection therewith; and to authorize the Select Board, pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 5, or any other enabling authority, to enter into an agreement for payments in lieu of taxes (PILOT Agreement) on account of such facility or facilities for a term of 20 years and on such additional terms as the Select Board shall deem appropriate, and to be in the best interest of the Town and further, to authorize the Select Board and School Committee to take such actions as may be necessary to implement such agreements; or act on anything relative thereto.

Submitted by the Combined Facilities Director

(Majority vote required)

**COMBINED FACILITIES DIRECTOR'S REPORT:** A 300kW (DC) / 200kW (AC) solar generating facility is proposed to be constructed in the parking lot of the Ephraim Curtis Middle School under a Power Purchase Agreement (PPA) with a third-party developer, Solect Energy located in Hopkinton, MA. Under this agreement the Developer installs, owns, operates, maintains, and decommissions the facility at its sole expense. Sudbury purchases electricity from the Developer at pre-set rates and also receives Net Metering Credits from Eversource (the local distribution company) for supplying the purchased electricity to the grid.

This system generates power behind the meter and in the event that the Project produces Production Excess, the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) such Production Excess will be transmitted into the Local Electric Utility system on behalf of and

for the account of Host, and (c) Provider shall provide reasonable assistance in Host’s applying to the Local Electric Utility for the foregoing benefits.

There is no cost to the Town associated with the construction, operation, maintenance or removal of the facility. At present, solar generating facilities on municipal property that are owned and operated by a taxable entity are considered by DOER to be subject to personal property tax under M.G.L. c. 59, §2B, even if their operation is for municipal purposes. In this situation, the municipality is in effect taxing itself because any ongoing payments by the facility owner to the host municipality are typically recovered in the price of the electricity supplied. According to DOER guidance, a PILOT (Payment In Lieu of Taxes) can be negotiated by a municipality as an alternative to personal property tax with approval of its governing body. The benefits of a PILOT are:

1. A known and constant expense to the facility owner
2. Lower electricity prices for the host municipality
3. Simplified administration

The goal of this project is to generate electricity cost savings rather than tax revenue. To meet that end and comply with present Massachusetts General Laws on taxation, a PILOT will be negotiated by the Select Board. The financial value to the Town from the sale of the electricity produced to the grid far exceeds any prospective tax revenue. The PILOT does not add to the pre-tax electricity price, and so provides a small additional benefit to the Town from this use of an otherwise non-producing property.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 34 – Authorization to Proceed with the Haskell Field Solar Canopy**

---

To see if the Town will vote to transfer the care, custody, management and control of a portion or portions of the Haskell Field property located at Fairbank Road from the Select Board for the purposes for which it is presently held to the Select Board for general municipal purposes and for recreational purposes and also for the purpose of leasing the same to one or more solar energy electricity production entities for the installation of a solar energy facility or facilities, and to authorize the Select Board to enter into a lease or leases for such portion or portions of said property for a term of at least 20 years from the date of commencement of commercial operations of the solar energy facility or facilities, all on such terms and conditions, and for such consideration, as the Select Board deems appropriate, and to enter into one or more power purchase agreements for electricity and/or solar energy credits; and to authorize the Select Board to grant such access, utility, and other easements in, on, and under said property as may be necessary or convenient to construct, operate, maintain, repair and replace such solar energy facility or facilities; to authorize the Select Board to take all actions necessary in connection therewith; and to authorize the Select Board, pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 5, or any other enabling authority, to enter into an agreement for payments in lieu of taxes (PILOT Agreement) on account of such facility or facilities for a term of 20 years and such additional terms as the Select Board shall deem appropriate, and in the best interest of the Town and further, to authorize the Select Board to take such actions as may be necessary to implement such agreements; or act on anything relative thereto.

Submitted by the Combined Facilities Director

(Majority vote required)

COMBINED FACILITIES DIRECTOR’S REPORT: A 1,273 kW DC/900 AC solar generating facility is proposed to be constructed in the parking lot of the Haskell field under a Power Purchase Agreement (PPA) with a third-party developer, Solect Energy located in Hopkinton, MA. Under this agreement the Solect as the Developer installs, owns, operates, maintains, and decommissions the facility at its sole expense. Sudbury purchases electricity from the Developer at pre-set rates, and receives Net Metering Credits from Eversource (the local distribution company) for supplying the purchased electricity to the grid. The excess production will accrue as credits for the benefit of Sudbury as a savings. There is no cost to the Town associated with the construction, operation, maintenance or removal of the facility. At present, solar generating facilities on municipal property that are owned and operated by a taxable entity are considered by DOER to be subject to personal property tax under M.G.L. c. 59, §2B, even if their operation is for municipal purposes. In this situation, the municipality is in effect taxing itself because any ongoing payments by the facility owner to the host municipality are typically recovered in the price of the electricity supplied. According to DOER guidance, a PILOT (Payment In Lieu of Taxes) can be negotiated by a municipality as an alternative to personal property tax with approval of its governing body. The benefits of a PILOT are:

1. A known and constant expense to the facility owner
2. Lower electricity prices for the host municipality
3. Simplified administration

The goal of this project is to generate electricity cost savings rather than tax revenue. To meet that end and comply with present Massachusetts General Laws on taxation, a PILOT will be negotiated by the Select Board. The financial value to the Town from the sale of the electricity produced to the grid far exceeds any prospective tax revenue. The PILOT does not add to the pre-tax electricity price, and so provides a small additional benefit to the Town from this use of an otherwise non-producing property.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 35 – Authorization to Proceed with the Police Station Solar Canopy**

---

To see if the Town will vote to transfer the care, custody, management and control of a portion or portions of the Police Station property located at 75 Hudson Road, Sudbury, from the Select Board for the purposes for which it is presently held to the Select Board for general municipal purposes and also for the purpose of leasing the same to one or more solar energy electricity production entities for the installation of a solar energy facility or facilities, and to authorize the Select Board to enter into a lease or leases for such portion or portions of said property for a term of at least 20 years from the date of commencement of commercial operations of the solar energy facility or facilities, all on such terms and conditions, and for such consideration, as the Select Board deems appropriate, and to enter into one or more power purchase agreements for electricity and/or solar energy credits; and to authorize the Select Board to grant such access, utility, and other easements in, on, and under said property as may be necessary or convenient to construct, operate, maintain, repair and replace such solar energy facility or facilities; to authorize the Select Board to

take all actions necessary in connection therewith; and to authorize the Select Board, pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 5, or any other enabling authority, to enter into an agreement for payments in lieu of taxes (PILOT Agreement) on account of such facility or facilities for a term of 20 years and such additional terms as the Select Board shall deem appropriate, and to be in the best interest of the Town and further, to authorize the Select Board to take such actions as may be necessary to implement such agreements; or act on anything relative thereto.

Submitted by the Combined Facilities Director

(Majority vote required)

COMBINED FACILITIES DIRECTOR REPORT: A 136kW (DC) / 120kW (AC) solar generating facility is proposed to be constructed in the parking lot of the Sudbury Police Station under a Power Purchase Agreement (PPA) with a third-party developer, Solect Energy located in Hopkinton, MA. Under this agreement the Developer installs, owns, operates, maintains, and decommissions the facility at its sole expense. Sudbury purchases electricity from the Developer at pre-set rates and also receives Net Metering Credits from Eversource (the local distribution company) for supplying the purchased electricity to the grid. This system generates power behind the meter and in the event that the Project produces Production Excess, the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) such Production Excess will be transmitted into the Local Electric Utility system on behalf of and for the account of Host, and (c) Provider shall provide reasonable assistance in Host's applying to the Local Electric Utility for the foregoing benefits. There is no cost to the Town associated with the construction, operation, maintenance or removal of the facility. At present, solar generating facilities on municipal property that are owned and operated by a taxable entity are considered by DOER to be subject to personal property tax under M.G.L. c. 59, §2B, even if their operation is for municipal purposes. In this situation, the municipality is in effect taxing itself because any ongoing payments by the facility owner to the host municipality are typically recovered in the price of the electricity supplied. According to DOER guidance, a PILOT (Payment In Lieu of Taxes) can be negotiated by a municipality as an alternative to personal property tax with approval of its governing body. The benefits of a PILOT are:

1. A known constant expense to the facility owner
2. Lower electricity prices for the host municipality
3. Simplified administration

The goal of this project is to generate electricity cost savings rather than tax revenue. To meet that end and comply with present Massachusetts General Laws on taxation, a PILOT will be negotiated by the Select Board. The financial value to the Town from the sale of the electricity produced to the grid far exceeds any prospective tax revenue. The PILOT does not add to the pre-tax electricity price, and so provides a small additional benefit to the Town from this use of an otherwise non-producing property.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

**Article 36 – Combined Community Preservation Act Fund Budget**

To see whether the Town will vote to appropriate the sum of \$2,854,773 or any other sum, to act upon the recommendations of the Community Preservation Committee by appropriating or reserving the following amounts for Fiscal Year 2027 Community Preservation purposes with each item considered a separate appropriation; and to determine whether such sums shall be appropriated from Fiscal Year 2027 Community Preservation Fund Revenues or the current Community Preservation Fund Balance or by any combination of these methods:

<b>Item</b>	<b>Project Description</b>	<b>Amount</b>
27-CPA-1	Mass Central Rail Trail	\$ 270,000
27-CPA-2	Art Installations Along the Bruce Freeman Rail Trail	\$ 71,000
27-CPA-3	Dr. Bill Adelson Smile Playground Improvements	\$ 337,700
27-CPA-4	Haskell Field Bathroom Renovation	\$ 66,000
27-CPA-5	Restoring Water Quality in Hop Brook	\$ 49,800
27-CPA-6	Regional Housing Services Office Membership Fee	\$ 8,740
27-CPA-7	Sudbury Housing Trust Allocation	\$ 600,000
27-CPA-8	Broadacres/Featherland Design Cost	\$ 214,000
27-CPA-9	Davis Field Design Cost	\$ 122,000
27-CPA-10	General Budget and Appropriations	\$ 1,085,533
	<i>Debt - \$603,143</i>	
	<i>Administrative Expenses - \$148,050</i>	
	<i>10% Historic Reserves - \$334,340</i>	

**Total Community Preservation Act Fund Articles**

**\$ 2,854,773**

Submitted by the Community Preservation Committee

(Majority vote required)

Community Preservation Report

**Mass Central Rail Trail (\$270,000 – funded from Open Space and Recreation)** - To be expended under the direction of the Town Manager, for the 1) engineering, design, and permitting for an all-persons trail through part of Memorial Forest; 2) design, engineering, and construction of a 250-foot long accessible boardwalk from the Mass Central Rail Trail to Duck Pond in Hop Brook Marsh; and 3) design and construction of a small, accessible parking area off Dutton Road, adjacent to the Mass Central Rail Trail.

*Committee Report:* This request will improve accessibility to the Town-owned Hop Brook Marsh Reservation and Sudbury Valley Trustee-owned Memorial Forest via the soon to be completed Mass Central Rail Trail (MCRT). The project includes three components: 1) engineering, design, and permitting for an all-persons trail through part of Memorial Forest; 2) design, engineering, and construction of a 250-foot-long accessible boardwalk from the MCRT to Duck Pond in Hop Brook Marsh; and 3) design and construction of a small, accessible parking area off Dutton Road, adjacent to the MCRT.

The MCRT now provides a paved pathway through the unique conservation lands west of Dutton Road. Residents who can bike or walk a few miles can easily visit Hop Brook Marsh Memorial Forest and the Assabet National Wildlife Refuge. However, the only accessible parking along the 4.5 miles of MCRT in Sudbury is at Union Ave., and none of the trails in Hop Brook Marsh or Memorial Forest are accessible for persons with mobility impairments. Rail Trail Advisory Committee members have been encouraged by older residents and wheelchair users to pursue this project because many have never been able to visit any of the public lands west of Dutton Road due to the lack of an accessible path.

**Art Installations Along the Bruce Freeman Rail Trail (\$71,000 - funded from Open Space and Recreation)** – To be expended by the Sudbury Cultural Council for the creation of four art installations along the Bruce Freeman Rail Trail.

*Committee Report:* This request is for four (4) art installations at \$15,000 maximum cost each, including design, fabrication, and installation. The installation will be placing on the four cement pads that were constructed along the Sudbury section of the Bruce Freeman Rail Trail (BFRT) to host these such art installations. \$1,000 is allocated for marketing and payment for submitting the call for art to fee-based listservs and an additional \$10,000 in contingency reserves or unexpected costs. The inclusion of art installations on the trail aligns with the mission of the Sudbury Cultural Council (SCC), which aims to foster a vibrant and inclusive cultural landscape and to promote community engagement and connection in Sudbury. Adding art installations to the pads on the trail will promote a sense of community and highlight our cultural identity, boosting our community profile, welcoming new visitors and fostering economic development.

**Dr. Bill Adelson Smile Playground Improvements (\$337,700 – funded from Open Space and Recreation)** - To be expended under the direction of the Assistant Town Manager, for the purpose of making improvements to the Dr. Bill Adelson SMILE Playground including removing and replacing areas of damaged or missing poured-in-place surfaces, replacing equipment, providing a shade structure, planting new trees, and other site work.

*Committee Report:* This project involves the replacement and enhancement of the existing Dr. Bill Adelson SMILE Playground on Haskell Field. The scope includes replacing the previously removed playground structures, installing poured-in-place surfacing where it is currently lacking, and adding shade structures along with new playground equipment to improve both usability and accessibility.

**Haskell Field Bathroom Renovation (\$66,000 – funded from Open Space and Recreation)** - to be expended under the direction of the Assistant Town Manager, to renovate, upgrade, improve safety, functionality, and overall condition the existing bathrooms at Haskell Field.

*Committee Report:* The proposed project will replace and upgrade the existing bathrooms at Haskell Field to improve safety, functionality, and overall condition. While the facilities are already Americans with Disabilities Act (ADA) accessible, the current equipment is outdated and in need of replacement. The scope of work includes installing new commercial-grade toilets and sinks, updating fixtures and finishes, and updating the existing concrete flooring with a burnish finish. In addition, security cameras and programmable locks will be considered to enhance safety and operational efficiency. These improvements will modernize the facilities, improve the user experience, and extend the lifespan of the bathrooms for years to come.

The bathrooms at Haskell Field serve residents of all ages and abilities who use the playground, fields, and walking paths. Improved facilities ensure comfort, safety, and accessibility for the entire community. The project preserves and enhances an existing Town facility that is heavily used and valued by residents, ensuring its long-term sustainability. By providing safe, accessible restrooms, the project directly supports increased recreational use of Haskell Field and related programming. The project is consistent with Town priorities for accessibility, public health, and recreational facility improvements.

**Restoring Water Quality in Hop Brook (\$49,800 - funded from Open Space and Recreation)** – To be expended by the Hop Brook Protection Association for the purpose of remediating/ removing water chestnuts and other invasive species from the Hop Brook pond system and to authorize the Select Board to enter into a grant agreement on such terms and conditions as it deems appropriate.

*Committee Report:* The Hop Brook is the largest tributary of the Sudbury River, and drains more than half of the land area of Sudbury. Dozens of homes, recreational and historical areas, Town wells and Town property are along this waterway and associated ponds. Until the 1970s, the Hop Brook was a major recreational and natural asset. However, nutrient pollution – primarily from the Marlborough Easterly wastewater treatment plant - has caused degradation of water quality, and overgrowth of invasive plants. As a result, the Hop Brook waterway and associated ponds are no longer attractive for recreational use.

This request is for years six and seven of a ten-year remediation program. The ongoing treatment is necessary to preserve the essential character of the Town. The program has been successful, but must continue to completely eradicate this invasive. Ending the program prematurely will result in the invasive aggressively returning; conversely, the diminishing request is a clear sign of program's success as less treatment is needed each year.

**Regional Housing Services Office Membership Fee (\$38,740 – funded from Community Housing)** - To fund the Town's portion of the Fiscal Year 2027 Regional Housing Services Office membership fee

*Committee Report:* Since 2011, the Town has contracted with the Regional Housing Services Office (RHSO) to provide services to the Town including affordable housing inventory monitoring; supervising lotteries to determine qualifications for affordable housing; monitoring the Incentive Senior Developments to ensure compliance with eligibility requirements; monitoring all deed restricted properties; providing valuations for deed restricted properties to the Town Assessor, reviewing compliance with Regulatory Agreements and certification to the Executive Office of Housing and Livable Communities for Local Initiative Program (LIP) rental units; maintaining the affordable housing inventory and providing estimates for 2030 Subsidized Housing Inventory (SHI) projections; and other administrative work, including annual

action plans, 5 year consolidated plans, fair housing reports and programs, and related housing questions which arise during the year.

Sudbury has satisfied the requirements of the State's Comprehensive Permit Act (Chapter 40B). This Act requires cities and towns to provide certification that the number of dwelling units in the municipality which qualify as "affordable" by statute, meets or exceeds ten percent (10%) of the municipality's total number of dwelling units. Falling short of that number, as Sudbury had in the past, allows developers to both site and design partially affordable developments with extreme limitations on the Town's zoning and development requirements, and design oversights. There are a great number of administrative requirements to monitor and certify this approved inventory and to maintain those certifications going forward. The RHSO provides this service.

**Sudbury Housing Trust Allocation (\$600,000 – funded from Community Housing)** - To the Sudbury Housing Trust for the acquisition, creation, preservation, and support of community housing as allowed by the Community Preservation Act

*Committee Report:* The purpose of the Sudbury Housing Trust is to provide funding for the creation and preservation of affordable housing in the Town of Sudbury for the benefit of low- and moderate-income households.

The Trust implements the recommendations set forth in the Sudbury Housing Production Plan to aid the Town of Sudbury with the acquisition, creation, preservation, and support of community housing within the Town of Sudbury so that such property will be substantially available as residential property for low- and moderate-income persons and to further provide mechanisms to ensure such use.

The Sudbury Housing Trust's Home Preservation Program correlates precisely to Community Preservation Act eligible activities in the category of Community Housing. It conforms to the Town's Housing Production Plan, contributes long-term affordability towards the 10% State's Comprehensive Permit Act (Chapter 40B)" threshold, converts market rate units to affordable units, and promotes a socioeconomic environment that encourages a diversity of income. The Trust is actively adding to the 37 ownership units currently in its affordable housing portfolio.

**Broadacres/Featherland Design Cost (\$214,000 – funded from Open Space and Recreation)** - To be expended under the direction of the Assistant Town Manager, for the design and permitting of athletic field improvements at Broadacres Farm and Featherland Park

*Committee Report:* This request seeks funding for the design and permitting of athletic field improvements at Broadacres Farm and Featherland Park. While the project is currently in the conceptual phase, this application is based on a comprehensive needs assessment that identifies a critical deficit in the town's athletic facilities and outlines a phased approach to address these needs. The proposed work includes developing design plans, obtaining the necessary permits, and preparing bid documents to bring the project to a shovel-ready state. This effort is vital for meeting the documented recreation needs of the community, especially for youth sports.

The town of Sudbury is experiencing a significant shortage of high-quality, usable athletic fields, particularly for youth baseball and softball. A recent Athletic Fields Evaluation and Needs Assessment Study found that 14 of the town's 33 athletic fields are overused, exceeding the recommended annual limit

of 250 uses for natural grass fields. This overuse has led to poor field conditions, including a lack of turf, drainage issues, and safety hazards. Stakeholders, particularly Lincoln Sudbury Youth Baseball (LSYB), have reported an inability to maximize their program offerings due to the loss of access to poorly maintained fields at Israel Loring School and General John Nixon School. The LSYB program alone has a deficit of 18 field time slots on 60' baseball diamonds during the spring season.

**Davis Field Design Cost (\$122,000 – funded from Open Space and Recreation)** - to be expended under the direction of the Assistant Town Manager, for the design and permitting of athletic field improvements at Davis Field

*Committee Report:* This request seeks funding for the design and permitting of athletic field improvements at Davis Field. This project is in the conceptual phase, based on a comprehensive needs assessment that identifies a critical deficit in the town's athletic facilities. The funding would cover the development of design plans, necessary permits, and preparation of bid documents. This is a crucial step towards meeting the documented recreation needs of the community, particularly for youth sports.

The Town of Sudbury faces a notable deficit in high-quality recreational spaces. A recent Athletic Fields Evaluation and Needs Assessment Study found that 14 of the town's 33 athletic fields are overused, surpassing the recommended limit of 250 annual uses for natural grass fields. This heavy usage has resulted in deteriorated field conditions, including poor drainage and a lack of proper turf maintenance. While Davis Field is a 29.5-acre parcel, it is currently used as an open recreation field and dog park with a gravel parking lot in poor condition and no permanent field markings or lighting. Design and planning will take into account the current uses & users of Davis Field.

**General Budget and Appropriations (\$1,085,533 – General Fund and Historic Reserves)** - administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2027, amounts for payment of debt service on the Community Preservation Act projects previously approved by Town Meeting, and as may be needed to comply with General Laws Chapter 44B, Section 6, to reserve for future appropriation amounts for open space, including land for recreational use, historic resources, and community housing

*Committee Report:* This article sets forth the entire Fiscal Year 2027 Community Preservation Act budget, including appropriations and reservations as required in connection with the administration of the Community Preservation Act funds. The estimated annual revenue for Fiscal Year 2027 is \$3,343,400. The article appropriates funds for Fiscal Year 2027 debt service obligations totaling \$603,143. These obligations arise from prior Town Meeting approval for the bonding of three projects:

1. Purchase of development rights on the Nobscot Boy Scout Reservation Phases I and II utilizing the Open Space and Recreation (\$354,875) category;
2. Purchase of development rights on Pantry Brook Farm utilizing the Open Space and Recreation (184,643) category; and
3. Purchase of the Johnson Farm Property utilizing the Open Space and Recreation (\$63,625) category.

The article also appropriates funds for administrative and operational expenses of the Community Preservation Committee in the amount of \$148,050. The administrative fund can be used by the Community Preservation Committee to pay for technical staffing and expertise, consulting services (e.g. land surveys

and engineering), property appraisals, legal advertisements, publication fees, and other administrative expenses. By statute, the Community Preservation Committee may budget up to five percent (5%) of its annual budget for these administrative and operational expenses, or \$167,170 based upon the projected Fiscal Year 2027 revenue of \$3,343,400. Any funds remaining in the administrative account at the fiscal year’s end revert to the Community Preservation Act Fund Balance, and need to be re-appropriated for administrative use in subsequent years. The Community Preservation Committee believes having access to administrative funds is critically important as it allows the Committee to conduct business on a time-sensitive basis, a vital component of the Community Preservation Act.

The Community Preservation Act requires 10% of the estimated annual income be allocated to current projects or reserved for future expenditures in each of the three core categories: Community Housing, Historic Resources, and Open Space and Recreation. The actual amount reserved each year depends upon whether or not Town Meeting has appropriated money totaling less than 10%, or not appropriated any money at all in any of these three core categories. If there is a balance of unspent Community Preservation Act funds from that fiscal year after such reservations and after Town Meeting has voted the Community Preservation Act articles, it is budgeted in the unrestricted reserve account for future Community Preservation Act projects in all three categories. As there is no Fiscal Year 2027 Historic Resources project submission, 10% of the Fiscal Year 2027 Estimated Annual Revenue, or \$334,340, will be allocated to the Historic Resources reserve account for future Historic Resources projects.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 37 – Community Preservation Act Fund: Reversion of Unspent Funds**

---

To see if the Town will vote to revert the unused funds from appropriations voted at prior Town Meetings, for projects that will not proceed or have been completed and for which no liabilities remain outstanding or unpaid, into the Community Preservation Act general account as follows:

2019 ATM, Article 34 – Smoke and Fire Detection for Loring Parsonage - \$55,640 to be reverted to the category of Historic Resources.

2020 ATM, Article 44 – Design of Wayside Inn Bridge over Hop Brook - \$278.79 to be reverted to the category of Historic Resources.

2023 ATM, Article 49 – Hosmer House Historic Structure and Cultural Landscape Study - \$2,470 to be reverted to the category of Historic Resources.

Total amount being reverted to Historic Resources Reserve: \$ 58,388.79

or act on anything relative thereto.

Submitted by the Community Preservation Committee (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE’S REPORT: The first project listed above cannot be completed for the amount approved by Town Meeting and will be reevaluated for a future warrant article.

The second and third projects are completed at this time. In order to return the funds to the Community Preservation Act general account, an affirmative vote of Town Meeting on this article is necessary.

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 38 – Citizen’s Petition: 10 Year Plan to Fund & Construct Walkways**

---

To see if the town will vote to raise and appropriate the sum of \$12.5 million (less than 1% of property taxes) to be expended on the construction of new town walkways along: Sudbury's major thru roads adjacent to residentially zoned land, by providing connections from neighborhoods to Sudbury's rail trails, public schools, parks, conservation land, and to other neighborhoods, either on the road's public right of way, or on other town land as outlined in the Sudbury Walkway Committee Report of February 2000 (to be updated); this sum to be spent during the next 10 years; Such sums to be expended under the direction of the Town Manager, and for all incidental and related contract expenses, including but not limited to professional, design, engineering, and project management services, preparation of plans, specifications, bidding documents, borrowing costs,; and further, to authorize the Treasurer, with the approval of the Board of Selectmen, to issue notes of the Town, as necessary, in accordance with General Laws Chapter 44, Section 7, or any other enabling authority,; and further, to authorize the Town Manager with the approval of the Board of Selectmen to enter into such contracts to carry out the purposes of said vote in accordance with any enabling authority; provided, however, that the vote taken hereunder shall be expressly contingent upon approval by the voters at an election of a Proposition 2 ½, so-called, debt exclusion established by General Laws Chapter 59, Section 21C, or act on anything thereto.

Submitted by Citizens Petition

(Two-thirds vote required)

**PETITIONER’S REPORT:**

SELECT BOARD POSITION:

FINANCE COMMITTEE POSITION:

---

**Article 39 – Citizen’s Petition: Appropriation of Funds for the Repairing of Single-Family Homes**

---

To see if the Town will vote to appropriate a sum of money not to exceed \$500,000, from available funds as determined by the Town (including but not limited to Free Cash, available reserves, or other lawfully available funding sources), for the purpose of repairing four (4) existing single-family, SHA owned, residential properties, located at:

- 8 Oakwood Ave
- 2 Beechwood Ave

- 21 Lakewood Ave
- 9 Richard Drive

or any subset thereof, in order to bring such properties into compliance with applicable state and local building, health, safety, and housing standards, and to make them suitable for occupancy by families in need of affordable or community housing; and further to authorize the appropriate Town boards, officers, or agents to expend such funds, enter into contracts, and take all actions necessary or incidental to carry out this purpose; or to take any other action relative thereto, provided such actions maintain the aforementioned properties as single-family homes.

Submitted by Citizen's Petition

(Majority vote required)

**PETITIONER'S REPORT:** This article requests an appropriation of up to \$500,000 to repair four existing single-family homes owned by the Sudbury Housing Authority (SHA) in order to return them to safe, code-compliant occupancy for affordable, family housing.

The petitioners believe this approach represents a more fiscally responsible and timely use of public funds than the proposed multi-million-dollar redevelopment project involving demolition and reconstruction. These homes are already owned by the SHA and require targeted repairs and building system upgrades, not full replacement. Addressing deferred maintenance allows the Town to preserve existing housing assets, reduce vacancy, and bring the units to service more quickly and at substantially lower cost.

An external consultant engaged by the SHA has previously estimated that one of these properties required approximately \$137,000 in necessary repairs, demonstrating that rehabilitation costs are materially lower than new construction. While total costs vary by property, the \$500,000 cap proposed in this article provides sufficient flexibility to complete meaningful improvements while protecting taxpayers from the financial risk and long timelines associated with large-scale redevelopment.

By prioritizing repair over demolition, this article supports responsible stewardship of public resources, demonstrates community support of affordable housing in alignment with the SHA's mission, minimizes neighborhood disruption, delivers family housing more efficiently, and preserves the last remaining options for SHA single-family affordable housing. For these reasons, the petitioners respectfully recommend favorable action by Town Meeting.

**SELECT BOARD POSITION:**

**FINANCE COMMITTEE POSITION:**

Given under our hands this \_\_\_\_ day of \_\_\_\_\_, 2026.

SELECT BOARD OF SUDBURY:

Lisa V. Kouchakdjian, Chair

Janie W. Dretler, Vice-Chair

Daniel E. Carty, Member

Radha R. Gargeya, Member

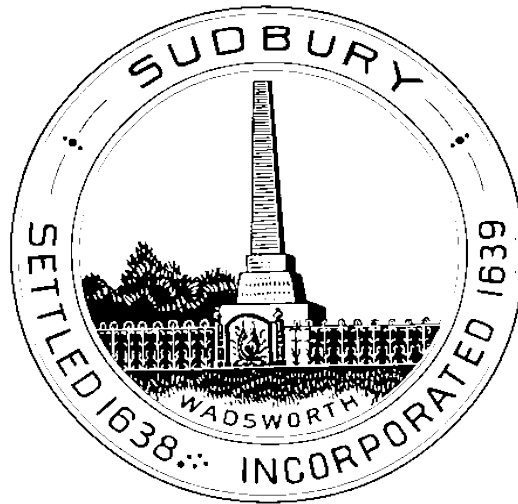
Charles G. Russo, Member

Select Board  
Sudbury  
Massachusetts

U.S POSTAGE  
PAID  
Permit No. 4  
Sudbury, MA 01776  
ECRWSS

**POSTAL PATRON  
SUDBURY  
MASSACHUSETTS 01776**

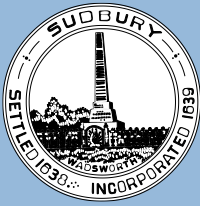
**ANNUAL TOWN MEETING  
Monday, May 4, 2026**



Annual Town Meeting Articles  
May 5, 2025

#	Article Title	Date Submitted	Sponsor/ Submitted by	Category	Article Presenter	SB Position Vote	SB Position	Date SB voted	FinCom Position Vote	FinCom Position	CIAC Position Vote	CIAC Position	CPA Position Vote	CPA Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar (Y/N)
1	Hear Reports	1/29/2026	Select Board	Other													N/A	Majority	
2	FY26 Budget Adjustments	1/21/2026	Town Manager	Finance/Budget	Andrew Sheehan												N/A	Majority	
3	FY27 Budget	1/21/2026	Town Manager	Finance/Budget	Andrew Sheehan											Tax Levy	\$ 131,763,603	Majority	
4	FY27 Capital Budget	1/21/2026	Town Manager	Finance/Budget	Andrew Sheehan											Tax Levy	\$ 1,195,600	Majority	
5	FY27 Transfer Station Enterprise Fund	1/19/2026	Town Manager	Finance/Budget	Andrew Sheehan											Enterprise	\$ 358,825	Majority	
6	FY27 Pool Enterprise Fund	1/19/2026	Town Manager	Finance/Budget	Andrew Sheehan											Enterprise	\$ 579,697	Majority	
7	FY27 Field Maintenance Enterprise Fund	1/19/2026	Town Manager	Finance/Budget	Andrew Sheehan											Enterprise	\$ 254,895	Majority	
8	Snow and Ice Transfer (Deficit)	1/19/2026	Assistant Town Manager, Finance Director	Finance/Budget	Victor Garofalo											Free Cash	TBD	Majority	
9	Unpaid Bills	1/19/2026	Town Accountant	Finance/Budget	Victor Garofalo												N/A	Four-Fifths	
10	Chapter 90 Highway Funding	1/22/2026	Department of Public Works	Finance/Budget	Tina Rivard												N/A	Majority	
11	Stabilization Fund	1/29/2026	Select Board	Finance/Budget	Andrew Sheehan											Free Cash	\$ 300,000	Majority	
12	Capital Stabilization Fund	1/29/2026	Town Manager	Finance/Budget	Andrew Sheehan											Free Cash	\$ 275,000	Majority	
13	Vocational Education Stabilization Fund	1/29/2026	Select Board	Finance/Budget	Andrew Sheehan											Free Cash	\$ 200,000	Two-Thirds	
14	FY27 Revolving Spending Limits	1/19/2026	Assistant Town Manager, Finance Director	Finance/Budget	Victor Garofalo												N/A	Majority	
15	Terminate Revolving Funds	1/19/2026	Assistant Town Manager, Finance Director	Finance/Budget	Victor Garofalo												N/A	Majority	
16	Resolution: Sudbury 250	1/29/2026	Select Board	Other	Radha Gargeya												N/A	Majority	
17	Resolution: Full Inclusion and Accessibility Resolution	12/18/2025	Commission on Disability	Other	Liesje Qionto												N/A	Majority	
18	Funding for Transportation Programs	1/29/2026	Select Board	Finance/Budget	Andrew Sheehan											Free Cash	\$ 100,000	Majority	
19	Consultant Services for Liberty Ledge/Sewataro Visioning	1/29/2026	Select Board	Finance/Budget	Andrew Sheehan											Free Cash	\$ 20,000	Majority	
20	Amend General By-Law Chapter 11, Capital Planning	1/29/2026	Town Manager	Other	Andrew Sheehan												N/A	Majority	
21	Council on Aging By-Law Revision Article 3 Chapter 5	1/26/2026	Council on Aging	Other	?												N/A	Majority	
22	Zoning Bylaw Section 4300 Wireless Services Overlay District	1/29/2026	Planning Board	Zoning	Adam Burney												N/A	Two-Thirds	
23	Amend Bylaw Chapter 117, Article II - Animals (Ollie Law)	1/30/2026	Select Board	Other	Andrew Sheehan												N/A	Majority	
24	Amend Regional Agreement - Lincoln Sudbury Regional School District	1/29/2026	Lincoln Sudbury Regional School Committee	Other	?												N/A	Two-Thirds	
25	Digital Publication of Legal Notices - Home Rule Petition	1/29/2026	Town Manager	Other	Andrew Sheehan												N/A	Majority	
26	Acceptance of Easements for Rail Trail Parking & Drainage - Chiswick Park	1/30/2026	Planning and Community Development	Other	Adam Burney												N/A	Two-Thirds	
27	<b>Public Works Consolidated Capital Articles</b>	<b>1/22/2026</b>	<b>Department of Public Works</b>	<b>Capital</b>	<b>Tina Rivard</b>											<b>Free Cash</b>	<b>\$ 2,170,000</b>	<b>Majority</b>	
	<i>Roads, Culvert, Drainage, Consultant and Construction</i>																\$950,000		
	<i>Town-Owned Parking Lots - Pavement Projects</i>																\$100,000		
	<i>Large Construction/Excavation/Front-end Loader</i>																\$300,000		
	<i>6-Wheel Combo Body Dump Truck with Plow and Spreader</i>																\$350,000		
	<i>10-Wheel Dump Truck</i>																\$335,000		
	<i>Light/Medium Dump Truck with Spreader and Plow</i>																\$135,000		
28	<b>Combined Facilities Consolidated Town &amp; School Capital Articles</b>	<b>1/27/2026</b>	<b>Combined Facility Department</b>	<b>Capital</b>	<b>Sandra Duran</b>											<b>Free Cash</b>	<b>\$ 1,821,700</b>	<b>Majority</b>	
	<i>School Safety Enhancements</i>																\$450,000		
	<i>Fire Alarm Haynes and Nixon Elementary School</i>																\$660,500		
	<i>Building Management Capital Repairs</i>																\$110,000		
	<i>DPW Fire Alarm Replacement</i>																\$132,000		
	<i>Fire Dept #2 Roof Covering Asphalt Shingle Replacement</i>																\$119,200		
	<i>Flynn Building Hot Water &amp; Boiler Replacement</i>																\$150,000		
	<i>ADA Self Assessment Transition Plan Town and School</i>																\$200,000		
29	Self-Contained Breathing Apparatus Replacement	1/16/2026	Fire Department	Capital	Tim Choate											Free Cash	\$ 550,000	Majority	
30	LSRHS Wastewater Treatment Facility Control Panel	1/12/2026	Lincoln Sudbury Regional High School	Capital	Andrew Stephens											Free Cash	\$ 147,679	Majority	
31	School Classroom Instructional Equipment Replacement	1/30/2026	Sudbury Public Schools	Capital	Brad Crozier											Free Cash	\$ 100,000	Majority	
32	DPW Garage Concrete Floor Replacement	1/27/2026	Combined Facility Director	Capital	Sandra Duran											Borrowing	\$ 2,200,000	Two-Thirds (If Borrowed)	
33	Authorization To Proceed With Curtis Middle School Solar Canopy	1/27/2026	Combined Facility Department	Other	Sandra Duran												N/A	Majority	
34	Authorization To Proceed With The Haskell Field Solar Canopy	1/27/2026	Combined Facility Director	Other	Sandra Duran												N/A	Majority	
35	Authorization To Proceed With The Police Station Solar Canopy	1/27/2026	Combined Facility Director	Other	Sandra Duran												N/A	Majority	
36	<b>Combined Community Preservation Act Fund Budget</b>	<b>1/22/2026</b>	<b>Community Preservation Committee</b>	<b>Community Preservation</b>												<b>CPC Funds</b>	<b>\$ 2,854,773</b>		
	<i>Accessible Connections - Mass Central Rail Trail</i>	1/22/2026		Community Preservation									8-1	Support		CPC Funds	\$ 270,000	Majority	
	<i>Art Installations Along The Bruce Freeman Rail Trail</i>	1/20/2026		Community Preservation									9-0	Support		CPC Funds	\$ 71,000	Majority	
	<i>Dr. Bill Adelson Smile Playground Improvements</i>	1/20/2026		Community Preservation	Victor Garofalo								9-0	Support		CPC Funds	\$ 337,700	Majority	
	<i>Haskell Field Bathroom Renovation</i>	1/20/2026		Community Preservation	Victor Garofalo								9-0	Support		CPC Funds	\$ 66,000	Majority	
	<i>Restoring Water Quality in Hop Brook</i>	1/20/2026		Community Preservation									9-0	Support		CPC Funds	\$ 49,800	Majority	
	<i>Regional Housing Services Office (RHSO) Membership Fee</i>	1/20/2026		Community Preservation									9-0	Support		CPC Funds	\$ 38,740	Majority	
	<i>Sudbury Housing Trust Allocation</i>	1/20/2026		Community Preservation									9-0	Support		CPC Funds	\$ 600,000	Majority	
	<i>Broadacres/Featherland Design Cost</i>	1/22/2026		Community Preservation	Victor Garofalo								9-0	Support		CPC Funds	\$ 214,000	Majority	
	<i>Davis Field Design Cost</i>	1/22/2026		Community Preservation	Victor Garofalo								8-0-1	Support		CPC Funds	\$ 122,000	Majority	
	<i>General Budget And Appropriations</i>	1/22/2026		Community Preservation									9-0	Support		CPC Funds	\$ 1,104,653	Majority	

Attachment 3.4.b: 8b. 2026 Town Meeting Articles List 02-09-26 (6936 : Review and discuss order of 2026 Annual Town Meeting Articles)



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**MISCELLANEOUS (UNTIMED)**

**9: Discuss and vote to approve Board and Committee**

**Handbook**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Discuss and vote to approve Board and Committee Handbook

Recommendations/Suggested Motion/Vote: Discuss and vote to approve Board and Committee Handbook

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

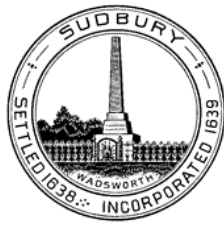
Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM

# TOWN OF SUDBURY

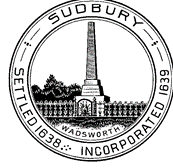
## BOARD AND COMMITTEE HANDBOOK



Prepared and Adopted by the Sudbury Select Board

[Insert Date]





## WELCOME!

**Serving on a board or committee in the Town of Sudbury is both an honor and a civic duty.** The Town values the commitment of residents who volunteer their time and expertise to participate in local governance. This handbook is intended to guide both appointed and elected officials in carrying out their responsibilities with integrity, transparency, and effectiveness.

Members are expected to fulfill their roles in accordance with Massachusetts General Law, including the Open Meeting Law (M.G.L. c. 30A), the Conflict of Interest Law (M.G.L. c. 268A), and the Public Records Law (M.G.L. c. 66), as well as the Sudbury Town Charter, the Town's General Bylaws, and established principles of good governance. This document provides clear guidance on legal obligations, operational procedures, and ethical expectations for all local boards, committees, commissions, and task forces.

The content draws on established municipal practices from many other committee handbooks across the Commonwealth, and is tailored to reflect Sudbury's structure, values<sup>1</sup>, and aspirations. It also includes links to key state and local resources to support lawful and effective participation in town government.

Sudbury strives to ensure that all residents, regardless of age, background, ability, or experience, have an equal opportunity to serve and be heard in local government. Diversity of thought and experience strengthens our community and enriches decision-making. The Select Board sincerely appreciates everyone who is willing to serve in Sudbury's town government.

**Commented [SA1]:** Radha: Add the latest Select Mission Statement and Values in the Appendix

<sup>1</sup> [Select Board Mission Statement and Values](#)

Table of Contents

**1. Overview of Town Government ..... 5**  
 Form of Government ..... 5  
 Governing Bodies..... 5  
 Appointed Boards and Committees..... 5

**2. Roles and Responsibilities ..... 6**  
 General Responsibilities of All Members..... 6  
 Orientation and Training..... 6  
 Orientation..... 6  
 Chair Responsibilities..... [87](#)  
 Vice Chair Responsibilities..... [87](#)  
 Clerk Responsibilities (as designated or required)..... [87](#)  
 Committee Liaisons..... 8  
 Staff Liaisons ..... 8

**3. Legal and Ethical Requirements ..... [98](#)**  
 Open Meeting Law (OML) ..... [98](#)  
 Conflict of Interest Law..... [109](#)  
 Public Records Law ..... 10  
 Disability Accommodation..... [1140](#)  
 Code of Conduct and Civil Discourse..... 11

**4. Operations and Best Practices ..... [1241](#)**  
 Agendas and Meeting Preparation ..... [1241](#)  
 Revising an Agenda/Notice..... [1241](#)  
 Conducting Meetings..... 12  
 Disruption..... [1342](#)  
 Canceling a Meeting..... [1342](#)  
 Canceling a meeting after it was scheduled to start: ..... 13  
 Arranging a location ..... [1443](#)  
 Minutes ..... 14  
 Quorum, Motions, and Voting..... [1544](#)  
 Subcommittees..... 16

**5. Communication Guidelines ..... [1746](#)**  
 Representing the Committee ..... [1746](#)  
 Internal Communication..... [1746](#)  
 Email, Texting, Telephone or Other Communication Technologies ..... [1746](#)  
 Interactions with Town Staff ..... [1847](#)  
 Civic Engagement and Community Outreach..... [1847](#)

**6. Appointment, Terms, and Resignations ..... [1847](#)**  
 Appointment Process..... [1847](#)  
 Terms of Service..... 18  
 Resignation or Removal ..... [1948](#)

**7. Resources and Support ..... 1918**

- Town Staff Support..... 1918
- Training Opportunities ..... 1918
- Key Documents and Policies ..... 1918

**8. Appendix..... 2019**

- Sample Meeting Agenda..... 2019
- Sample Meeting Minutes..... 2019
- Key Contacts ..... 2120
- Common Acronyms..... 2120

DRAFT

## 1. Overview of Town Government

### Form of Government

Sudbury operates under the **Open Town Meeting** form of government. Legislative authority is vested in Town Meeting, while executive functions are divided between the **Select Board** and the **Town Manager**, as provided under Sudbury's Town Charter<sup>2</sup> and Bylaws<sup>3</sup>.

### Governing Bodies

- **Town Meeting** – Comprises all registered voters. Holds authority to appropriate funds, pass bylaws, and authorize capital expenditures.
- **Select Board** – Five-member elected body serving as the chief policy-making authority. Oversees the Town Manager, and most appointed boards. The Select Board is also the licensing authority for the Town of Sudbury.
- **Town Manager** – Appointed by the Select Board. Oversees day-to-day municipal operations, staff, budgeting, and implementation of policy.
- **Other elected bodies and officers include:**
  - Board of Assessors
  - Board of Health
  - Goodnow Library Trustees
  - Lincoln-Sudbury School Committee
  - Planning Board
  - Park and Recreation Committee
  - Sudbury Housing Authority
  - Sudbury School Committee
  - Town Moderator

### Appointed Boards and Committees

- For simplicity, we will refer to boards, committees, commissions, and similar public bodies as "committees" throughout this handbook. Committees form the backbone of Sudbury's participatory government, allowing residents to contribute to policy, oversee municipal services, and shape the town's future.
- Each entity functions under its own legislative or bylaw authority, as defined in the Town Charter, State statutes, or by action of Town Meeting. From time to time, the Select Board may exercise its authority to establish committees or commissions based upon need.

<sup>2</sup> [Sudbury Town Charter: Town Manager Act 1993](#)

<sup>3</sup> [Town Bylaws](#)

**Formatted:** Outline numbered + Level: 1 + Nur Style: Bullet + Aligned at: 0.25" + Tab after: 0.5 Indent at: 0.5"

**Commented [SA2]:** Dan: As defined by Select B change to under the policy direction of the select (see charter pp2)

**Formatted:** Outline numbered + Level: 2 + Nur Style: Bullet + Aligned at: 0.75" + Tab after: 1" Indent at: 1"

**Formatted:** Bulleted + Level: 1 + Aligned at: 0. Indent at: 0.5"

**Commented [SA3]:** Dan: Some committees don't this category – e.g. rail trail, DEL, Transportation

**Formatted:** Highlight

**Formatted:** Highlight

Attachment3.5.a: Board + Committee Handbook 12.18.25\_1.30.26\_ALL\_EDITS (6924 : Discuss and vote to approve Board and Committee

- Members are expected to act in the town’s best interest, exercising independent judgment while respecting the role of town staff and fellow volunteers.

## 2. Roles and Responsibilities

### General Responsibilities of All Members

Members of municipal committees are considered municipal employees under the Conflict of Interest law, Chapter 268A of the Massachusetts General Laws (M.G.L.), which is enforced by the State Ethics Commission.

### Orientation and Training

- All new members shall attend an orientation session covering ethics, open meeting, and public records law.
- Ongoing training sessions may be provided as laws and best practices evolve.
- Training should also include awareness of implicit bias, cultural competency, and equitable participation to ensure all residents feel welcome and respected.

Additional resources and guidance are available from the Town Clerk, Town Counsel, and Massachusetts state agencies.

### Orientation

Every appointed member of every committee must be sworn in by the Town Clerk and will receive this handbook and summaries of the Open Meeting and Conflict of Interest Laws at that time. Committee members shall be re-sworn if, and when, their appointments are renewed. This can take place during normal office hours or at other times when the Town Clerk is available. The act of being sworn in is more than a mere formality; taking the oath of office is required prior to participating in a meeting requiring a vote.

The Select Board recognizes that no one is instantly an expert in the workings of municipal government. New members should contact their Chair for an orientation to the committee’s role, responsibilities and recent issues. New members should also seek guidance from other committee members or Town staff when questions arise. You may also contact the Select Board’s office with questions at 978-639-3381 or selectboardsoffice@sudbury.ma.us.

All committee members are expected to:

- Review and understand the committee’s charge.

**Formatted:** Bulleted + Level: 1 + Aligned at: 0. Indent at: 0.5"

**Commented [SA4]:** Radha: Who (conducts), wh how?

**Commented [SA5]:** Dan: And elected

**Commented [SA6]:** Radha: Who monitors whet new member has been duly sworn in - the Town office or the Chair of the Committee? (We had a where a new member was either not informed or information was delivered to the wrong address there was no follow up.)

**Formatted:** Outline numbered + Level: 1 + Nur Style: Bullet + Aligned at: 0.25" + Tab after: 0.5 Indent at: 0.5"

- Prepare for and attend all scheduled meetings.
- Conduct themselves in a respectful, professional, and impartial manner.
- Follow applicable laws, including the Open Meeting Law, Conflict of Interest Law, and Public Records Law.
- Maintain confidentiality where required and avoid unauthorized disclosure of sensitive information.
- Refrain from speaking or acting on behalf of the board/committee/commission without authorization.
- Disclose any potential conflicts of interest promptly.

Participation is a commitment. Members who are frequently absent or inactive may be asked to resign or may not be reappointed at the end of their term.

**Select Board Member Onboarding [Radha]**

This section is for Select Board members who are joining the board for the first time. This section can also be used by continuing members as a refresher. It is strongly encouraged that each committee devise their own specific on-boarding for new and returning members.

The following can be used as a checklist to be done after getting elected but prior to taking office. This is a suggested minimal list and there are more documents and resources that one can access.

1. Make an appointment and meet with the Town Manager and the Finance Director.
2. Read Sudbury Town Charter: Town Manager Act 1993
3. Read Town Bylaws
4. Read Massachusetts Select Board Handbook (by Massachusetts Municipal Association)
5. Read Sudbury's Long-term Capital Plan
6. Read Sudbury's Fiscal Policies
7. Read Sudbury's Select Board's Strategic Plan
8. Read Sudbury's last few years' Budgets
9. Read the last few Sudbury Annual Town Meeting Warrants and Proceedings.
10. Read the Master Plan

**Commented [SA7]:** Radha: To whom? The Chair Town Clerk, ...?

**Commented [SA8]:** Radha: More specific procedure missed <n> out of <m> meetings or something similar

**Commented [SA9]:** Dan: We have a bylaw regarding absences...reference it here

**Formatted:** Numbered + Level: 1 + Numbering 2, 3, ... + Start at: 1 + Alignment: Left + Aligned 0.25" + Indent at: 0.5", Tab stops: Not at 0.5"

### Chair Responsibilities

The Chair is elected annually by committee members unless otherwise prescribed. Responsibilities include:

- Calling and presiding over meetings in accordance with the Open Meeting Law.
- Preparing and reviewing meeting agendas in coordination and collaboration with staff.
- Ensuring that meetings are conducted in an orderly, fair, and efficient manner.
- Facilitating discussion and ensuring all members have an opportunity to speak.
- Communicating with staff, other committees, and the public as needed.
- Ensuring that the committee remains focused on its charge.

In the Chair's absence, the Vice Chair (if applicable) or another member may preside, as allowed by the committee's rules or past practice.

### Vice Chair Responsibilities

The Vice Chair is typically elected annually by the committee. Responsibilities include:

1. Serve as Chair in the Chair's absence. See above.
2. Any other responsibilities as assigned by any committee or as dictated by town bylaws.

### Clerk Responsibilities (as designated or required)

The Clerk is typically elected annually by the committee. Responsibilities include:

- Recording accurate meeting minutes and submitting them for approval.
- Coordinating with staff to ensure minutes are posted on the Town website.
- Keeping track of votes and actions taken.
- Assisting the Chair with public notices or correspondence, as appropriate.
- Preparing correspondence on behalf of the committee.

### Committee Liaisons

Refer to [Select Board Liaison and Work Assignments Policy](#)

### Staff Liaisons

Some committees are supported by Town staff who serve as liaisons. These staff members:

**Commented [SA10]:** Radha: Suggested timing? meeting after the Town Meeting?

**Formatted:** Outline numbered + Level: 1 + Nur Style: Bullet + Aligned at: 0.25" + Tab after: 0.5 Indent at: 0.5"

**Commented [SA11]:** Dan: Not always! There's s committees without staff "help"

**Commented [SA12R11]:** Dan: Chair is also resp to ensure meetings get properly posted with the clerk in accordance w/ MGL

**Commented [SA13]:** Dan: Do all committees ha chairs? Are they required?

**Formatted:** Bulleted + Level: 1 + Aligned at: 0. Indent at: 0.5", Tab stops: Not at 0.5"

**Commented [SA14]:** Dan: By that committee

**Commented [SA15]:** Dan: Is this the case? Plent committees rotate the minutes role. Especially w subcommittees (are those even mentioned here i document?)

**Commented [SA16]:** Radha: For some Commit minute taking is assigned or volunteered at each to a member.

**Commented [SA17]:** Dan: To whom?

**Formatted:** Outline numbered + Level: 1 + Nur Style: Bullet + Aligned at: 0.25" + Tab after: 0.5 Indent at: 0.5"

- Provide subject matter expertise and administrative support.
- Assist with agenda preparation and posting of notices.
- Do not vote or direct committee decisions.
- May serve as a liaison between the committee and Town departments.

**Formatted:** Outline numbered + Level: 1 + Nur  
Style: Bullet + Aligned at: 0.25" + Tab after: 0.5  
Indent at: 0.5"

Staff support may vary based on the committee’s role and available resources. Committees should direct questions or requests through the assigned liaison or department head.

### 3. Legal and Ethical Requirements

Members of committees in Sudbury must comply with state laws as well as local policies that govern transparency, accountability, and ethical conduct.

#### **Open Meeting Law (OML)**

The Massachusetts Open Meeting Law (M.G.L. c. 30A, §§18–25) applies to all municipal committees.

#### **Key Requirements:**

- **Public Notice:** Meetings must be posted at least 48 hours in advance (excluding weekends and legal holidays). Notices must include date, time, location, and a list of anticipated topics.
- **Quorum and Deliberation:** A quorum of members may not deliberate outside of a posted meeting, including via email, text, or social media. Deliberation includes any exchange of ideas or opinions relevant to the committee’s business.
- **Remote Participation:** Remote meeting requirements were relaxed during the Covid-19 pandemic and remain in effect. Remote participation is allowed under specific conditions in accordance with Town and state policy. A quorum must still be present, either physically or virtually. Under remote participation rules, all votes must be by roll call.
- **Executive Session:** May only be held for limited purposes (e.g., litigation, personnel matters). Requires specific procedures and documentation. For more information, refer to this link: [Reasons for Convening Executive Session](#)
- **Minutes:** Accurate minutes must be maintained and approved. They must include the date, time, and location of the meeting, names of members present, summary of discussions, decisions made, and all votes taken.

**Formatted:** Outline numbered + Level: 1 + Nur  
Style: Bullet + Aligned at: 0.25" + Tab after: 0.5  
Indent at: 0.5"

**Commented [SA18]:** Dan: Put a date in here

**Commented [SA19]:** Radha: Till 6/30/2027 (th document should be updated annually to ensure t sections with dates are current).

**Commented [SA20]:** Dan: More appropriate to MGL  
<https://malegislature.gov/Laws/GeneralLaws/PartIII/Chapter30a/section21>

**Commented [SA21]:** Dan: of all meetings

**Commented [SA22]:** Dan: By the applicable boar committee

Violations of the Open Meeting Law may be reported to the Attorney General’s Office and may result in public censure or other legal remedies.

For more information, refer to this link: [Open Meeting Law](#).

### Conflict of Interest Law

The Massachusetts Conflict of Interest Law (M.G.L. c. 268A) governs the conduct of all municipal employees and officials, including volunteer committee members.

#### Required Actions:

- **Annual Acknowledgment:** All members must annually acknowledge receipt of the Summary of the Conflict of Interest Law.
- **Mandatory Training:** Every two years, members must complete online training provided by the State Ethics Commission.
- **Disclosure of Conflicts:** Members must disclose any financial or personal interest in a matter before the committee. Some matters may require recusal or a written disclosure to the Town Clerk or appointing authority.

Examples of violations include:

- Participating in decisions that may financially benefit oneself or an immediate family member.
- Accepting gifts or favors intended to influence one's official actions.
- Using a committee position to secure unwarranted privileges.

For additional guidance, contact the State Ethics Commission<sup>4</sup> or the Town Clerk's Office.

### Public Records Law

The Massachusetts Public Records Law (M.G.L. c. 66) provides that nearly all records made or received by a public official or committee are public records.

#### Applies To:

- Meeting agendas and minutes
- Emails and text messages related to official business
- Correspondence, reports, and memoranda

Members are encouraged to use official Town committee email accounts when conducting committee business to ensure records can be properly retained and accessed.

<sup>4</sup> [State Ethics Commission](http://State Ethics Commission)

**Commented [SA23]:** Dan: Put some reference in about the town clerk. Also is there any info in her campaign finance reporting?

**Formatted:** Outline numbered + Level: 1 + Nur Style: Bullet + Aligned at: 0.25" + Tab after: 0.5 Indent at: 0.5"

**Formatted:** Outline numbered + Level: 1 + Nur Style: Bullet + Aligned at: 0.25" + Tab after: 0.5 Indent at: 0.5"

**Formatted:** Outline numbered + Level: 1 + Nur Style: Bullet + Aligned at: 0.25" + Tab after: 0.5 Indent at: 0.5"

**Commented [SA24]:** Dan: If they have them...nd committees do. Also, note that town emails are pu record.

**Commented [SA25R24]:** Dan: What committee actually get town emails? Is it just SB?

**Commented [SA26]:** Radha: We need to disting between official committee email addresses (e.g, [sudbury250@sudbury.ma.us](mailto:sudbury250@sudbury.ma.us)) and official individ member's email addresses (where applicable) (e. [Doel@sudbury.ma.us](mailto:Doel@sudbury.ma.us))

For more information, refer to: [A Guide to the Massachusetts Public Records Law](#)

### Disability Accommodation

The Town of Sudbury makes reasonable accommodation with respect to the known physical or mental limitations of a qualified applicant, appointed or elected official, or employee with a disability unless such action would cause an undue hardship to the Town, as required by law.

All programs, services, and activities provided or made available by the Town through its departments or committees, must be accessible to persons with disabilities, in accordance with the provisions of the Americans with Disabilities Act.

Agendas, minutes, and public materials should be available in accessible formats upon request. Chairs should confirm meeting locations are ADA-compliant and that hybrid participation is offered when feasible.

Any questions about how to make reasonable accommodations for persons requesting the same should be referred to the Town Manager's office.

Public agencies are required to provide interpretive services and are responsible for the cost. Requests for such services should be made at least seven (7) days in advance of the meeting or event. Upon receiving a request for an interpreter for deaf or hard-of-hearing meeting participants, contact [MCDHReferrals@massmail.state.ma.us](mailto:MCDHReferrals@massmail.state.ma.us) or fill out a request form at the following link: [Massachusetts Commission for the Deaf and Hard of Hearing](#).

### Code of Conduct and Civil Discourse

Committees are expected to operate in a respectful and professional manner. This includes:

- 1. Listening actively and allowing diverse viewpoints
- 2. Avoiding personal attacks or disparaging remarks
- 3. Fostering a welcoming environment for all participants
- 4. Respecting members of the public and Town staff

For more information, refer to: [Code of Conduct](#)

Commented [SA27]: Dan: Add link

Commented [SA28]: Dan: Define hybrid

Commented [SA29]: Dan: Isn't it the Select Board office???

Formatted: Outline numbered + Level: 1 + Numbering Style: Bullet + Aligned at: 0.25" + Tab after: 0.5" Indent at: 0.5"

#### 4. Operations and Best Practices

##### Agendas and Meeting Preparation

Agendas must be prepared by the Chair (or designee) and posted with the Town Clerk at least 48 business hours before the meeting. Agendas should:

- 1. Clearly list all topics reasonably anticipated to be discussed.
- 2. Indicate whether items are for discussion, vote, or both.
- 3. Follow a logical order of business.

Formatted: Outline numbered + Level: 1 + Nur  
Style: Bullet + Aligned at: 0.25" + Tab after: 0.5  
Indent at: 0.5"

Members should review all materials in advance and come prepared to engage in discussion and decision-making.

Refer to Appendix A for sample meeting agenda.

To post an agenda, begin by contacting your staff liaison or the IT Department at [infosystems@sudbury.ma.us](mailto:infosystems@sudbury.ma.us) to have your meeting date added to the Town website and to obtain a Zoom link when one is required. After confirming the meeting details, prepare an agenda that includes all requisite information, following the guidance provided above and the attached template. Once the agenda is complete, submit it to the Town Clerk's Office for posting at least forty-eight business hours before the meeting and copy your staff contact on the submission. The Town Clerk email address is [clerk@sudbury.ma.us](mailto:clerk@sudbury.ma.us). When the Town Clerk has posted the agenda, share the finalized posting with your staff contact or the IT Department so it can be added to the website.

##### Revising an Agenda/Notice

If something else comes to the attention of the public body Chair after the posting deadline but before the meeting AND that matter was not something the Chair could or should have reasonably anticipated prior to the posting deadline, the Chair is required to update the meeting notice as soon as possible. The new agenda should be clearly marked as REVISED. The same steps to post the meeting need to be followed to post the revised agenda. This must be done before the meeting occurs.

Commented [SA30]: Dan: With original posting and time and new posting date and time (per tow office)

##### Conducting Meetings

Meetings must follow the posted agenda and adhere to Open Meeting Law requirements. The Select Board encourages all committees to offer a remote option to the public and committee members. Committees should work with [SudburyTV](#) to have their meetings recorded.

Commented [SA31]: Dan: Contact info?

Refer to [Remote Participation for Public Meetings](#)

Commented [SA32]: Dan: What about [Policy-or Remote-Participation\\_12.15.15.pdf](#) ?

Key practices during remote/hybrid meetings:

1. Start and end meetings on time.
2. Conduct a roll call of all members when opening the meeting.
3. Allow all members the opportunity to speak.
4. Encourage clarity, civility, and conciseness.
5. Avoid side conversations or distractions during meetings.
6. Mute all devices to avoid unneeded distractions and interruptions.
7. Use motions and votes to take official actions.

Chairs are encouraged to follow basic parliamentary procedure (e.g., Robert's Rules of Order) to maintain order and fairness.

### Disruption

In the event an individual or group of individuals attending a meeting causes a disruption, the committee chair has several options available. One option is for the chair to call for a recess or break in the meeting to allow people to cool off. If members of the audience are still disruptive after the break, the chair may decide to continue the meeting to another time, date and place, and adjourn the meeting.

If one or two individuals are disruptive or insist upon speaking without permission of the chair, Massachusetts law provides that the chair may order the person or persons to withdraw from the meeting. Unless the committee chair believes that audience members represent a threat to the physical well-being of other committee members or the public, removal of the individual(s) by the police should be used only as a last resort.

### Canceling a meeting

In the event a meeting is canceled, notice of cancellation should be posted with the office of the Town Clerk and at clerk@sudbury.ma.us. Posting the cancellation of meetings is highly recommended to alert in advance interested members of the public, other members of the public body, SudburyTV, and other interested parties.

Also, as a matter of courtesy, the person responsible for reserving the location space should be notified so that the space can be released for another purpose, if necessary.

### Canceling a meeting after it was scheduled to start:

It is necessary to inform the Town Clerk's Office when a posted meeting was not held, either due to lack of a quorum or any other unforeseen reason. It is strongly recommended that a minority of members of a public body not "meet" in the

**Formatted:** Outline numbered + Level: 1 + Nur  
Style: Bullet + Aligned at: 0.25" + Tab after: 0.5  
Indent at: 0.5"

**Commented [SA33]:** Dan: Capitalize Chair - title

absence of a quorum, and further, that such a group avoid discussion about any business within the jurisdiction of the public body, or any other matter.

When the public body has cancelled a meeting after it was scheduled to start, it must send a cancellation notice indicating the reason(s) for the cancellation, such as "no quorum", or any other reason why the meeting could not be held. [Town of Sandwich p. 9]

**Arranging a location**

Meetings should be held, whenever possible, in Town-owned public, accessible places in the town. Several options are available.

Building	Address	Hybrid Capability	Contact
Town Hall, Lower Level	322 Concord Rd.	Yes -capacity 50	Select Board Office
Flynn Building, Silva Room	278 Old Sudbury Rd.	Yes-capacity 20	Select Board Office
Police Station Training Room	75 Hudson Rd.	Yes- capacity 30	Police Chief
Fairbank Community Center, Multi-Purpose Room	40 Fairbank Rd.	No	Senior Center Office

**Minutes**

It is expected that committees will post their meeting minutes on their page on the Town website.

Minutes must include:

- 1. Date, time, and location of the meeting
- 2. Names of members present/absent
- 3. Summary of discussion topics
- 4. Record of motions and votes taken (including roll call if remote)
- 5. Time of adjournment

Commented [SA34]: Dan: What is this?

Commented [SA35]: Dan: Note meetings must be held in a room and accessible to the public...get some wording on

Commented [SA36]: Dan: Thompson room...is that room at DPW still available? Also Grange hall is at the Library too

Commented [SA37]: Dan: Change to hyphen

Commented [SA38]: Dan: Include link

Formatted: Outline numbered + Level: 1 + Numbering Style: Bullet + Aligned at: 0.25" + Tab after: 0.5" Indent at: 0.5"

Draft minutes should be reviewed and approved at a subsequent meeting, then posted to the Town website. Committees without staff support are responsible for submitting approved minutes to the Town Clerk's Office.

Commented [SA39]: Dan: Posted once approved committee

If a member wasn't present for a meeting, they are able to vote to approve/accept prior meeting minutes.

Commented [SA40]: Dan: Do minutes go to town I've never sent any minutes there, is anyone else?

Link: [Minutes Policy](#)

Commented [SA41]: Dan: Here we link to SB minutes policy but they don't necessarily apply to other committees. Perhaps say something like :Committees should strive to follow Select Board minutes policy something similar

### Quorum, Motions, and Voting

#### Quorum

A quorum is the minimum number of members required to conduct official business, typically a simple majority of the full membership.

Commented [SA42]: Dan: Consider a link to Rules of Order? <http://www.rulesonline.com/> be helpful as a reference

- 1. No decisions may be made without a quorum.
- 2. All votes must be recorded in the minutes.
- 3. Members may not vote on matters in which they have a conflict of interest. (Unless they file a written disclosure with the Town Clerk's Office after consultation with State Ethics) Tie votes result in no action taken.

Commented [SA43]: Dan: Consider linking to the site, lots of good info here on various topics...here link to Quorum <https://www.mass.gov/info-details/frequently-asked-questions-about-the-open-meeting-law#frequently-asked-questions-about-calculation-of-quorum-and-majority>

Formatted: Outline numbered + Level: 1 + Numbered Style: Bullet + Aligned at: 0.25" + Tab after: 0.5" Indent at: 0.5"

#### Motions

Once recognized by the Chair, any member of a committee may make a motion for consideration and action. Some boards prefer motions be made in the affirmative; that is up to the individual committee. The following are examples of acceptable forms of motions. The specifics can be customized to fit the purpose:

- 1. I move to approve the meeting minutes of [date], as edited.
- 2. I move to grant the XXXXX permit, as shown on the plans dated XXXXX, subject to the following conditions [add specific conditions].
- 3. I move to deny the XXXXX permit, as shown on the plans dated XXXXX, for the following reasons [insert reasons] and with the following findings [insert specific findings]

Formatted: Bulleted + Level: 1 + Aligned at: 0.5" Indent at: 0.5", Tab stops: Not at 0.5"

Following a motion, the motion must be seconded by another member of the committee. Discussion does not proceed if there is no second to the motion. If there is no second, the motion fails. During Discussion, the Chair will grant each member of the committee the privilege to comment, ask questions or otherwise deliberate on the motion.

Members of the public may be invited to comment on a motion under discussion at the discretion of the Chair. The Chair may set standards and limits for comments received from the public. There is no town bylaw or state statute that

requires a Chair to entertain public comment, except as may be required for public hearings as discussed later in this handbook.

The member who made the motion may withdraw or revise the terms of the motion prior to the Chair’s calling of a vote of the committee. The revised wording of the motion requires a second. Any future discussion or public comment of the revised motion is allowed at the discretion of the Chair.

**Voting**

The Chair will call for a vote once the Chair is satisfied that discussion and deliberations are concluded. No votes on motions made in open public session or Executive Session shall be made by secret ballot.

A voice vote of “Aye” or “Yes” will be counted in the affirmative. A voice vote of “Nay” or “No” will be counted in the negative. Members who choose to abstain from a vote will declare “Abstain.” A motion is passed or approved only when a simple majority of participating members vote in the affirmative. A motion fails if the vote is tied— an equal number of members voting Yes or NO.

NOTE: Some statutes may require a supermajority or other quantum of vote for a decision to be adopted. For example, four (4) votes in favor of a motion would constitute a supermajority on the 5-member Planning Board or Zoning Board of Appeals. For a committee that meets with seven (7) members, such as the Conservation Commission, a favorable vote of five (5) members constitutes a supermajority if all seven members are present. Further, the quantum of vote required may be of those present and voting or may be based on number of membership regardless of presence. Each committee should consult applicable statutes.

Following the vote, the Chair will announce the number of votes cast in the Affirmative and Negative, note any abstentions, and declare if the motion is approved or has failed.

**Subcommittees**

Subcommittees may be formed to focus on specific tasks. They must comply with Open Meeting Law and post their own meetings.

Subcommittees do not have decision-making authority unless specifically delegated by the full committee and allowed by law or the committee’s charge.

Commented [SA44]: Dan: Ignore previous com



members acting in their official capacities should have no expectation of privacy in their use of electronic mail.

**Interactions with Town Staff**

Committee members should work through the staff liaison or department head when seeking assistance. Individual members may not direct staff to act outside the committee's collective decision-making authority.

**Commented [SA51]:** Dan: Applicable department where applicable.

**Civic Engagement and Community Outreach**

- Meetings should begin with an opportunity for public comment, consistent with the agenda and committee guidelines.
- Use the Town of Sudbury's website and official channels to keep the public informed of meetings, projects, and opportunities for input.
- Publish annual reports summarizing the committee's work, recommendations, and goals for the next year.

**Formatted:** Bulleted + Level: 1 + Aligned at: 0. Indent at: 0.5"

**Commented [SA52]:** Dan: If applicable. Its up to committee/Chair

**6. Appointment, Terms, and Resignations**

**Commented [SA53]:** Dan: Probably helpful to refer to town bylaws here -- <https://ecode360.com/3870>

**Appointment Process**

Most committee members are appointed by the Select Board. Applicants may be asked to complete an application, attend an interview, and review the committee's charge prior to appointment. Information not included in the below FAQ.

**Commented [SA54]:** Dan: Not necessarily true... are by Town Manager, other committees appointed (PB appoints DRB I think?)

**Inclusive Recruitment and Participation:**

The Select Board encourages applications from residents across all backgrounds, professions, and lived experiences. Town staff and committees should take active steps to reach underrepresented populations and remove barriers to participation, such as offering remote attendance, flexible meeting times, and accessible materials.

Please refer to [Volunteer Opportunities](#) for a [Committee Application](#).

**Terms of Service**

Terms may vary depending on the committee. Members may be reappointed based on performance, attendance, and interest in continuing to serve.

### Resignation or Removal

Members may resign at any time by notifying the Town Clerk and the committee Chair in writing. The vacancy will be advertised, and a replacement may be appointed to complete the term.

Members may be removed for cause by the appointing authority, including repeated unexcused absences, misconduct, or failure to perform duties.

### Vacancies in Elected Positions

Whether caused by resignation or failure to elect, a vacancy in an elected committee, with the exception of the Select Board, shall be filled in accordance with GL c. 41, s. 11.

## 7. Resources and Support

### Town Staff Support

Each committee should work with its designated staff liaison or department. General support is also available from:

- 1. Town Manager's Office: general operations and policy
- 2. Town Clerk: Open Meeting Law, Public Records, Ethics
- 3. IT Department: technical assistance and email

### Training Opportunities

Members are encouraged to take advantage of available training, including:

- 1. Massachusetts Municipal Association (MMA)
- 2. State Ethics Commission Online Training and information
- 3. Massachusetts Attorney General Online Training and information
- 4. Massachusetts Secretary of State Online Training and information

New members should contact support staff and/or their committee Chair regarding any potential orientation process.

### Key Documents and Policies

Important resources can be found at [www.sudbury.ma.us](http://www.sudbury.ma.us), including:

- 1. [Town of Sudbury Charter](#)
  - [Town of Sudbury Bylaws](#)
  - [Agenda posting instructions](#)

**Commented [SA55]:** Dan: Repeat? I thought th mentioned above?

**Commented [SA56]:** Dan: Is the name Town Ma office or Select Board office?

**Formatted:** Outline numbered + Level: 1 + Nur Style: Bullet + Aligned at: 0.25" + Tab after: 0.5 Indent at: 0.5"

**Commented [SA57]:** Dan: Include links

**Formatted:** Outline numbered + Level: 1 + Nur Style: Bullet + Aligned at: 0.25" + Tab after: 0.5 Indent at: 0.5"

**Formatted:** Outline numbered + Level: 1 + Nur Style: Bullet + Aligned at: 0.25" + Tab after: 0.5 Indent at: 0.5"

**Formatted:** Bulleted + Level: 1 + Aligned at: 0. Indent at: 0.5"

- [Select Board Policies](#)
- [List of elected and appointed committees](#)
- Meeting agendas and minutes
- [Annual Town Reports](#)
- [How to conduct a public hearing](#)

Other important resources:

- [Massachusetts Open Meeting Law](#)
- [Massachusetts Ethics Commission](#)
- [Office of the Inspector General](#)
- [Department of Revenue, Division of Local Services](#)

### 8. Appendix

#### Sample Meeting Agenda

Town of Sudbury  
 [Committee Name]  
 Agenda – [Date]  
 Location: [Room/Zoom link]  
 Time: [Start Time]

1. Call to Order
2. Public Comment
3. Review and Approval of Minutes
4. Discussion Items:
  - a. [Topic 1]
  - b. [Topic 2]
5. New Business
6. Adjourn

#### Sample Meeting Minutes

Town of Sudbury  
 [Committee Name]  
 Minutes – [Date]

Present: [List members]  
 Absent: [List members]  
 Also Present: [Staff/Guests]

Meeting called to order at [Time] by Chair [Name].

Motions/Votes:

Formatted: Bulleted + Level: 1 + Aligned at: 0.5"  
 Indent at: 0.5"

Motion by [Member] to approve minutes of [Date]. Seconded by [Member]. Vote: 5-0.

Discussion:  
The committee discussed [summary of topic].  
The committee voted [summary of outcome].

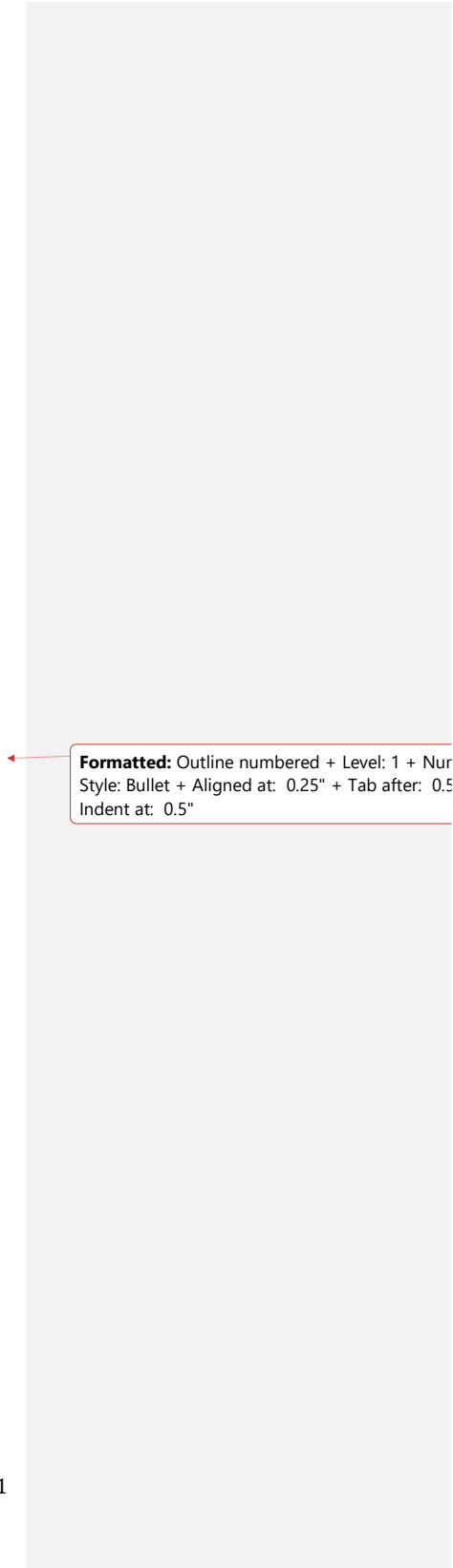
Meeting adjourned at [Time].  
Submitted by: [Clerk Name]

**Key Contacts**

Role	Contact
Town Manager's Office	(978) 639-3381
Town Clerk	(978) 639-3351
IT Department	(978) 639-33
Town Website	www.sudbury.ma.us

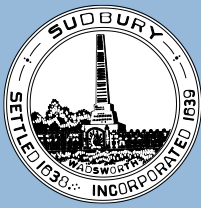
**Common Acronyms**

- 1. **OML** – Open Meeting Law
- 1. **MMA** – Massachusetts Municipal Association
- 2. **AG's Office** – Attorney General's Office
- 3. **M.G.L.** – Massachusetts General Laws



**Formatted:** Outline numbered + Level: 1 + Nur  
 Style: Bullet + Aligned at: 0.25" + Tab after: 0.5  
 Indent at: 0.5"





SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**MISCELLANEOUS (UNTIMED)**

**10: Discussion of Sewataro Resident Swim**

**Program**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Discussion of Sewataro Resident Swim Program

Recommendations/Suggested Motion/Vote: Discussion of Sewataro Resident Swim Program

Background Information:

Financial impact expected:

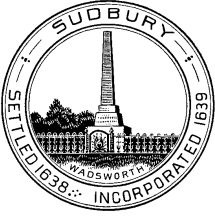
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Select Board Office                      Pending
- Town Manager's Office                  Pending
- Town Counsel                              Pending
- Select Board                                Pending
- Select Board                                Pending

02/24/2026 7:00 PM



Andrew J. Sheehan  
Town Manager

**TOWN OF SUDBURY**  
*Office of the Town Manager*  
*www.sudbury.ma.us*

278 Old Sudbury Road  
Sudbury, MA 01776-1843  
Tel: 978-639-3381  
Fax: 978-443-0756  
Email: [townmanager@sudbury.ma.us](mailto:townmanager@sudbury.ma.us)

**MEMORANDUM**

TO: Select Board  
FROM: Andrew J. Sheehan, Town Manager  
DATE: February 3, 2026  
SUBJ.: Camp Sewataro License Agreement  
Resident Swim

While conducting background research for my recent Camp Sewataro recommendation, I looked into the use of the resident swim program. The resident swim program was added during negotiations of the most recent license extension and went into effect in camp season 2023. The license calls for 20 resident swim days on weekend days during the summer. The resident swim program requires the operator to provide lifeguards. This costs approximately \$13,000 per year.

The program has seen unspectacular use. In the 2025 season the facility was closed two days due to weather and was open for 18 days. Over the season there were 98 unique swimmers, an average of 5.4 swimmers per day. However, of the 98 swimmers, fifty-eight of them (59% of the season total) swam on a single weekend, the three-day July 4<sup>th</sup> weekend. On 7 days there were zero swimmers. The remaining 8 days hosted 40 swimmers, or an average of 5 per day.

The numbers do not demonstrate a community longing for open swim. Retaining the program reduces the Town's revenue share.

I recommend amending the license to reduce or eliminate the resident swim program beginning in the 2026 season.

**FOURTH AMENDMENT TO  
CONTRACT FOR DAY CAMP OPERATOR AND  
MANAGEMENT OF REAL PROPERTY**

This fourth amendment to the Contract for Day Camp Operator and Management of Real Property (this "Amendment") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the TOWN OF SUDBURY, a Massachusetts municipal corporation, acting by and through its Select Board, having an address at 278 Old Sudbury Road, Sudbury, MA 01776, (the "Town"), and CAMP SEWATARO, LLC, a Massachusetts limited liability company, with its principal place of business at 239 Moose Hill Road, Sharon, MA 02067 (the "Manager"). The Town and the Manager together may be referred to herein as the "Parties" and are each referred to as a "Party".

Reference is hereby made to that certain Contract for Day Camp Operator and Management of Real Property dated as of September 10, 2019, as amended by that certain First Amendment to Contract for Day Camp Operator and Management of Real Property dated February 18, 2020, as further amended by a Second Amendment to Contract for Day Camp Operator and Management of Real Property, dated June 9, 2020, and as further amended by a Third Amendment to Contract for Day Camp Operator and Management of Real Property dated April 12, 2022 (as amended, the "Agreement") by and between the Parties.

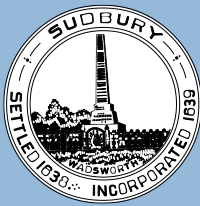
The Parties desire to amend Section 10, Public Swimming, of the Agreement.

Section 10 is hereby amended as follows:

- a. Beginning in the 2023 Camp Season, Manager agrees to use commercially reasonable efforts to make available to the Town and its residents the use of the swimming pond and one (1) of the swimming pools at the Property (such swimming pool to be selected by the Manager) for public swimming (the "Public Swimming Facilities"). In the event that permitting the use of the swimming pond cannot be accomplished with commercially reasonable efforts, then the Manager shall make available all four swimming pools as Public Swimming Facilities. The Public Swimming Facilities shall be operated, staffed, equipped, supplied, managed, maintained and scheduled (including any registration or collection of fees, if applicable) solely by the Manager. The dates and hours for the use of the Public Swimming Facilities for 2023 are those dates and hours specified on **Exhibit D** attached hereto. Manager shall update such calendar during each subsequent year of the extension Term with the dates and hours of the availability of the Public Swimming Facilities during the Camp Season for that particular year, ~~however, Manager shall not decrease in any year the number of days that the Public Swimming Facilities will be available for use by the Town to be less than the number of days of availability set forth on Exhibit D attached hereto with respect to 2023.~~ For 2026, Public Swimming Facilities shall be limited to the swimming pond and shall be held July 3-5 and August 1-2. In the event the Manager is unable to offer Public Swimming Facilities on either of the two aforementioned weekends, whether due to inclement weather or water quality conditions, Public Swimming Facilities shall be August 15-16. Exhibit D is hereby deleted for 2026. Management and oversight of the use of the Public Swimming Facilities shall be the responsibility of the Manager.

Except as modified by this Amendment, the Agreement remains unmodified and in full force and effect.

*[Signature Page Follows]*



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**MISCELLANEOUS (UNTIMED)**

**11: Liberty Ledge / Sewataro Discussion and vote Compilation Document**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Liberty Ledge / Sewataro Discussion and vote Compilation document and Discussion regarding next steps, including but not limited to, the formation of a Committee

Recommendations/Suggested Motion/Vote: Liberty Ledge / Sewataro Discussion and vote Compilation document and Discussion regarding next steps, including but not limited to, the formation of a Committee

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

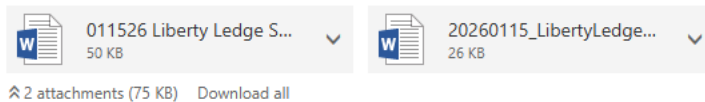
Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM

---

**From:** Carty, Daniel  
**Sent:** Monday, January 26, 2026 9:44 AM  
**To:** Dretler, Janie  
**Subject:** Re: Draft subcommittee agenda for January 28



Files for discussion Wednesday. See you then.

Thanks

Dan Carty

---

**From:** Carty, Daniel  
**Sent:** Thursday, January 22, 2026 9:08 AM  
**To:** Dretler, Janie  
**Subject:** Re: Draft subcommittee agenda for January 28

Thank you. Minor suggested edit to #4 -

4 - Identification \*and discussion\* of additional existing reports, studies, plans, and data

I should have the minutes and any materials I've gathered to you by end of weekend, Monday AM latest.

Dan

---

**From:** Dretler, Janie  
**Sent:** Wednesday, January 21, 2026 7:15 PM  
**To:** Carty, Daniel  
**Subject:** Draft subcommittee agenda for January 28

Hello Dan,

I've attached a draft agenda for your review for the subcommittee meeting on January 28 at 7p. Please let me know if you have any items to add. I hope to have the agenda posted by Friday morning, if possible.

Open Meeting Law allows for a member of a public body to send reports and documents to be discussed at future meeting, no opinions may be expressed when doing so. A document or report that was created by a member may be considered to contain that member's opinions and should not be shared outside of a properly posted meeting.

Best,

Janie Dretler

Sudbury Select Board

Pronouns: she/her/hers ([Why pronouns?](#))

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.



# Town of Sudbury

Select Board

[www.sudbury.ma.us/selectboard](http://www.sudbury.ma.us/selectboard)

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

## MEETING POLICY

(Adopted 5/10/76, amended 4/23/84, 10/29/84, 11/08/84, 07/08/96, 5/26/20, 6/13/23)

1. An organizational meeting shall be held at the first meeting following Town Meeting.

a. Elect Chair.

The Chair will approve the agenda for and conduct the Select Board's meeting; coordinate the affairs of the Board with due concern that all members' views are heard and considered; and act as liaison to the Town Manager.

b. Elect Vice-Chair.

The Vice-Chair will assume the duties of the Chair in their absence. The Vice-Chair is tasked with organizing office hours and the town forum.

c. Elect Clerk (Town Manager unless voted otherwise).

The Clerk will be responsible for (1) preparation for Select Board's meetings and keeping complete and accurate minutes of Select Board's meetings and (2) is authorized to provide attested copies of Select Board votes and minutes, as necessary.

2. Meetings should normally start promptly at 7:00 p.m. on Tuesdays. Unless the Board votes otherwise, no new business will be introduced later than 10:00 PM, and unfinished business will be postponed until the next meeting. Meetings will be held twice a month unless the need for a special meeting arises or the Board votes to hold fewer meetings.

3. Actions and decisions shall be by motion, second, and vote. If the vote is not unanimous, the minutes shall reflect the vote of each Select Board member.

4. For the meeting, the Town Manager shall:

a. Provide Select Board with pertinent documents and supporting materials in support of agenda items prior to meetings. Best efforts shall be made to issue these documents and supporting materials by EOD Fridays or two business days prior to meetings.

b. Have on hand all back-up data and files appropriate to a scheduled item of discussion. In addition, they shall provide any data, analyses, and recommendations as appropriate.

c. In conjunction with the Chair, draft motions in advance of meeting.

d. Provide comments relative to current events and issues in town.

# Compilation Dan and Janie

Draft 2/12/26

## Liberty Ledge / Sewataro Select Board Subcommittee

Established January 6, 2026

### Draft Summary Compilation

Prepared for: Select Board

Version 1: January 15, 2026

Version 2: January 28, 2026

DRAFT

**Table of Contents**

***I. Executive Summary..... 3***

***II. Subcommittee Charge..... 4***

***III. Authority and Governance ..... 4***

***IV. Liberty Ledge / Sewataro Land Acquisition History ..... 5***

***V: 2019 Request for Proposal ..... 6***

***VI: Camp Sewataro LLC Property Management Agreement and Amendments ..... 7***

***VII. Camp Sewataro LLC Annual Financial Statements and Audit..... 7***

***VIII. Information related to Liberty Ledge/Sewataro post-2019 RFP award to Camp Sewataro LLC. .... 8***

***IX. Additional information ..... 9***

**Sudbury reports:.....9**

**Other reports and resources:.....10**

        Mass.gov .....10

        Public Private Partnerships.....10

        Maps/GIS.....11

        Land Use Planning .....11

***X. Examples of Municipal Land Acquisition and Planning Approaches..... 11***

***XI. Summary of Town of Sudbury’s Municipal Land Transactions ..... 15***

Attachment 3.7.c: 11c. Compilation Dan Janie 2 12 26 (6922 : Liberty Ledge / Sewataro Discussion and vote Compilation Document)

Click on the underlined text to access external resources.

## I. Executive Summary

Liberty Ledge / Sewataro was acquired in 2019 following Town Meeting approval and an affirmative Proposition 2½ debt exclusion vote. The acquisition authorized use for municipal purposes.

Key points:

- Town Meeting approved acquisition, funding, and broad municipal use of the property; it did not approve site design, specific programming, or permanent fixed uses.
- The Select Board may study, plan, and evaluate future uses of the property, including issuing Requests for Proposals (RFPs) or Requests for Information (RFIs), and may negotiate agreements within its delegated authority; however, it may not commit additional funds, enter into lease or disposition agreements, or impose permanent physical or legal changes to the property without further Town Meeting authorization.
 

Select Board (then the Board of Selectmen) was authorized to enter into "...agreements, deeds, easements, upon such terms and conditions as the Board of Selectmen deems appropriate"
- Separate Town Meeting or voter approval is required for:
  - Capital expenditures beyond the acquisition
  - Lease or long-term use agreements
  - Sale or transfer of land or interests in land
  - Imposition of permanent legal restrictions or easements

The subcommittee's role is to report at each Select Board meeting and prepare a draft written summary compilation to the Select Board, no later than March 9, 2026 ensuring decisions are informed, lawful, and transparent.

Go to [Table of Contents](#)

## II. Subcommittee Charge

### Purpose and Scope of Work

On January 6, 2026, the Select Board (“Board”) established a subcommittee to be known as the Liberty Ledge / Sewataro Select Board Subcommittee to advise the Board by analyzing existing materials, planning studies, comparable municipal projects, and relevant expert perspectives related to the use and long-term implications of the property.

The subcommittee is advisory and analytical in nature. It is established to provide a sound basis for informed deliberation by the Select Board.

The subcommittee will report at each Select Board meeting and prepare a draft written summary compilation to the Select Board, no later than March 9, 2026. The compilation shall outline findings and issues requiring further study or policy direction and is intended to inform the Board’s discussion of next steps for planning and decision-making related to the property.

## III. Authority and Governance

### Select Board Mission Statement and Values

#### Select Board Authority:

- Conduct planning studies
- Appoint advisory groups
- Gather public input
- Explore scenarios within authorized uses

#### Actions Requiring Town Meeting/Voter Approval:

- Capital construction or major expenditures
- Lease or sale of land
- Permanent changes in use

Go to [Table of Contents](#)

## LIBERTY LEDGE / SEWATARO SELECT BOARD SUBCOMMITTEE: SUMMARY COMPILATION

- Imposition or removal of legal restrictions

## IV. Liberty Ledge / Sewataro Land Acquisition History

Click on the underlined text to access external resources.

- 1) [Sewataro Appraisal Report #10520](#) Prepared by LandVest, Inc., dated February 20, 2019.
- 2) [Select Board Letter of Intent](#) (April 18, 2019)
- 3) [Camp Sewataro Statement of Profit and Loss](#) (April 26, 2019) submitted by prior property owner/camp manager.
- 4) Click here for the [Taylor Family Letter to the Board of Selectmen – May 3, 2019](#). Letter from the Taylor Family to the Board of Selectmen concerning the sale of Camp Sewataro.
- 5) [Article 25 Camp Sewataro Acquisition](#) - 2019 Annual Town Meeting (May 7, 2019)
  - a) [2019 Annual Town Meeting Article 25: Town Manager Presentation](#)
  - b) [2019 Annual Town Meeting proceedings](#) (Article 25 – Camp Sewataro Acquisition, pages 45-53)
  - c) [2019 Annual Town Meeting audio](#) (Article 25 - Camp Sewataro Acquisition, starting at minute 0:56:00)
- 6) [Public Forum on acquisition of Camp Sewataro](#) (May 28, 2019)
- 7) [2019 Special Town Election Results](#) (June 9, 2019)
- 8) [Future Use of Camp Sewataro Property FlashVote Poll](#) (June 24-26, 2019)
- 9) [Sewataro Purchase & Sale Agreement](#) (August 20, 2019)
- 10) Recorded deeds, easements, restrictions:
  - a) [Deed: Book 73541 / Page 408](#)
  - b) [Easement: Book 73541 / Page 404](#)
- 11) [Sewataro License Agreement](#) (August 20, 2019)
- 12) [Driveway Plan](#) (September 11, 2019)
- 13) [Health Department Inspection Memo](#) (September 13, 2019)
- 14) [Property Information: Public Access and Existing Buildings](#) (March 2020)

## LIBERTY LEDGE / SEWATARO SELECT BOARD SUBCOMMITTEE: SUMMARY COMPILATION

- 15) Town of Sudbury Camp Sewataro - Actual Debt (December 14, 2021 - Select Board agenda packet, April 12, 2022 - p. 3)
- 16) 2022 Annual Town Meeting Article 16 - Land Use Study
  - a) 2022 Annual Town Meeting Article 16 – Select Board Presentation (May 2, 2022)
  - b) 2022 Annual Town Meeting proceedings (Article 16 - Funding of a Land Use Consultant for the Sewataro/Liberty Ledge Property, pages 20-23)
  - c) 2022 Annual Town Meeting audio (Article 16 - Funding of a Land Use Consultant for the Sewataro/Liberty Ledge Property, starting at minute 2:08:45)
- 17) Current inventory of buildings/structures: Estimates of Insurable Values 12/10/25
- 18) Town-owned inventory: See Appendix D-2 for 2018 Inventory.
- 19) Town Manager presentation (December 16, 2025)
- 20) Liberty Ledge / Sewataro Select Board Subcommittee charge (voted January 6, 2025)

## V: 2019 Request for Proposal

Click on the underlined text to access external resources.

An RFP for Management of Camp Sewataro was issued by the Town Manager on behalf of the Board of Selectman on July 10, 2019.

### 2019 Requests for Proposals

- 1) Camp Sewataro RFP and Addenda
  - a) RFP Response 1: K&E Camp Corp. – Scott Brody (personal and financial info redacted)
  - b) RFP Response 2: Marcus Lewis Enterprises Inc. (personal and financial info redacted)
  - c) RFP Response 3: Metrowest YMCA (personal and financial info redacted)
- 2) Staff Evaluations of Sewataro RFP Proposal Responses
- 3) Town Manager recommendation memo dated August 8, 2019

## VI: Camp Sewataro LLC Property Management Agreement and Amendments

Click on the underlined text to access external resources.

Camp Sewataro LLC contract (September 13, 2019)

The Board of Selectmen voted to enter into a Day Camp Operator and Management of Real Property contract with Camp Sewataro, LLC (Manager Scott Brody). Camp Sewataro is a privately operated, traditional day camp serving children ages 3–15. The camp is independently run and is not a Town of Sudbury program. Please click below to view the contract and supporting exhibits.

- [Sewataro Camp Operator Contract](#) – Executed, without exhibits
  - [Exhibit 1: Sewataro Camp Operator Contract](#)
  - [Exhibits 2-6: Sewataro Camp Operator Contract](#)
- [First Amendment to the Day Camp Operator and Management of Real Property Contract](#) (January 28, 2020)
- [Second Amendment to Sewataro Camp Operator Contract](#) (June 9, 2020)
- [Third Amendment to Camp Operator Contract](#) (April 12, 2022)

## VII. Camp Sewataro LLC Annual Financial Statements and Audit

Click on the underlined text to access external resources.

- [Camp Sewataro Financial Statements](#) (Archive)
- [Camp Sewataro audited Financial Statements \(June 2025\)](#) (Select Board Agenda Packet p. 23-24)
- [Camp Sewataro Financial Statements 12.31.2020](#)

Go to [Table of Contents](#)

## LIBERTY LEDGE / SEWATARO SELECT BOARD SUBCOMMITTEE: SUMMARY COMPILATION

- [Camp Sewataro Revenue Share FYE 9.30.2020](#)
- [2023-2027 Projected Income, Expenses, Revenue \(submitted by property manager\)](#)  
(Select Board agenda packet, April 12, 2022 - p. 8)

## VIII. Information related to Liberty Ledge/Sewataro post-2019 RFP award to Camp Sewataro LLC.

Click on the underlined text to access external resources.

- [American with Disabilities Act \(ADA\): Town Counsel Opinion regarding Applicability of Title II or Title III \(October 6, 2022\)](#)
- [Select Board members regarding Sewataro Dec 2021](#) (Questions submitted by Select Board members in advance of negotiation of 5-year extension of property management agreement in 2022)
- [Camp Sewataro Property Information](#)
  - [Monthly Updates](#)
  - [Public Access Information](#)
  - [Sudbury Resident Camp Scholarship Information](#)
  - [Sewataro Property Reservation Requests](#)
  - [Summer Access Schedule Details](#)
  - [Sudbury Resident Swim Program Details](#)
- [Summer Access and Swimming 2025](#): This program began in 2024 and is managed by the camp property manager. The program is not a Town of Sudbury program. Working with the Sudbury Health Department, adjustments have been made to water management in order to mitigate shutdowns due to Cyanobacteria and other issues as identified in ongoing water testing.

[Water Testing \(3/23/22\)](#)

## LIBERTY LEDGE / SEWATARO SELECT BOARD SUBCOMMITTEE: SUMMARY COMPILATION

3/23/22 UPDATE: Camp Sewataro E. coli report, samples taken 3-7-22:

- [Water Testing Certificate of Analysis 3/8/22](#)
- Sudbury Town department feedback:
  - Conservation Agent: I have no comments relative to this recent water testing result.
  - Health Director: Their second E. coli report was favorable. Warmer weather tests from here on in will be critical.

1/20/22 UPDATE: Results of water testing performed on ponds located on the Sewataro property 1/3-1/10/22:

- [Water Testing Certificate of Analysis 1/11/22](#)
- [Water Quality Results Summary](#)
- [Water Quality Results Memo from Town Manager 1/21/22](#)
- [Water Testing Memo from Town Manager 1/6/22](#)

## IX. Additional information

Click on the underlined text to access external resources.

The following Town reports and plans are provided for reference and context as the Select Board begins evaluating potential future uses of the property; inclusion does not imply endorsement of any specific use or outcome.

Sudbury reports: **Relevance to Liberty Ledge/Sewataro? If it doesn't mention either should it be included? Seems to add unneeded noise (e.g. Route 20 study)**

- [Sudbury Town-wide Athletic Field Evaluation and Needs Assessment Study](#) (September 5, 2025)
- [Sudbury Housing Production Plan](#) (Adopted by the Planning Board on April 30, 2025, the Select Board on June 10, 2025, and approved by the State's Executive Office of Housing

## LIBERTY LEDGE / SEWATARO SELECT BOARD SUBCOMMITTEE: SUMMARY COMPILATION

and Livable Communities (EOHLC) effective October 9, 2025) 7B. Study Parcels - 3.  
Liberty Ledge: Parcel ID C08-0115. (page 24-25).

- [Sudbury Route 20 Corridor Study Final Report \(2025\)](#)
- [Sudbury Climate Mobilization Action Plan \(2023\)](#)
- [Sudbury Master Plan](#) (Adopted by the Planning Board on April 28, 2021)
- [Sudbury ADA Self-Evaluation Plan \(2021\)](#)
- [Sudbury Open Space and Recreation Plan \(2009 OSRP\)](#) (see references to Liberty Ledge, pp: 36, 40, Appendix pp. 2, 6) OSRP is currently being updated by BSC Group.
- [Sudbury Town Charter](#)
- [Sudbury General, Special, and Zoning Bylaws](#)

## Other reports and resources:

[Mass.gov](#)

- [M.G.L. c. 30B §16 \(Real Property\)](#)
- [M.G.L. c. 40 §15 / §3 \(Town Meeting authority over land\)](#)
- [Massachusetts Office of the Inspector General: Chapter 30B Manual: Procuring Supplies, Services and Real Property](#)
- [Massachusetts Office of the Inspector General: Using Data to Guide Municipal Decisions](#)
- [Massachusetts Office of the Inspector General: Advisory on Municipal Golf Course Management Contracts](#)

## Public Private Partnerships

- [Public-Private Partnerships \(P3's\) Team](#) (Mass.gov – Division of Capital Asset Management and Maintenance)
- [Ten Principles for Successful Public/Private Partnerships](#) (Urban Land Institute)

Maps/GIS

- [Massachusetts Interactive Property Map](#)
- [MapsOnline Sudbury](#)

Land Use Planning

- [The Guidebook to Massachusetts Land Use](#) (American Planning Association- Massachusetts Chapter)

## X. Examples of Municipal Land Acquisition and Planning Approaches

Click on the underlined text to access external resources.

This reference list summarizes publicly available materials from other municipalities that have acquired or planned for large land parcels. It is provided for general context and does not compare outcomes, evaluate effectiveness, or recommend any particular course of action.

Acton	<p>NARA Park</p> <p><a href="#"><u>NARA Park Master Plan 2016-2026</u></a></p> <p><a href="#"><u>Acton Summer Camp Operator Request for Proposal</u></a></p> <p><a href="https://www.acton-ma.gov/bids.aspx?bidID=175"><u>https://www.acton-ma.gov/bids.aspx?bidID=175</u></a></p> <p><a href="https://www.highergov.com/sl/contract-opportunity/ma-acton-summer-camp-operator-request-for-p-59984313/"><u>https://www.highergov.com/sl/contract-opportunity/ma-acton-summer-camp-operator-request-for-p-59984313/</u></a></p>
Adams	<p><a href="#"><u>Greylock Glen Resort (Town of Adams)</u></a></p> <p><a href="#"><u>MMA: Adams opens long-awaited Greylock Glen center</u></a></p>

## LIBERTY LEDGE / SEWATARO SELECT BOARD SUBCOMMITTEE: SUMMARY COMPILATION

	<a href="https://www.iberkshires.com/story/74080/Adams-Selectmen-Sign-25-Year-Agreement-With-Campground-Developer.html">https://www.iberkshires.com/story/74080/Adams-Selectmen-Sign-25-Year-Agreement-With-Campground-Developer.html</a>
Amherst	<u>2022 Town of Amherst Hickory Ridge</u> <u>Hickory Ridge: Planning for the Future</u>
Brewster	<u>Cape Cod Sea Camps Properties</u> <u>Cape Cod Sea Camps: Final Comprehensive Plans</u> <a href="https://www.brewster-ma.gov/town-projects/cape-cod-sea-camps-properties/news/sea-camps-bay-property-public-access-%E2%80%93-fall-2025">https://www.brewster-ma.gov/town-projects/cape-cod-sea-camps-properties/news/sea-camps-bay-property-public-access-%E2%80%93-fall-2025</a>
Concord	<u>MCI Concord Advisory Board Redevelopment</u> <u>Reimagine MCI Concord: Vision Plan</u>
Dunstable	Dunstable Town Center <u>Dunstable Town Center Visioning Project</u>
Hanson	<u>Camp Kiwanee Commission</u> <u>Camp Kiwanee</u> <a href="https://www.nsrwa.org/listing/camp-kiwanee/">https://www.nsrwa.org/listing/camp-kiwanee/</a> <a href="https://officialcampkiwanee.com/about/">https://officialcampkiwanee.com/about/</a> <a href="https://www.hanson-ma.gov/camp-kiwanee-commission-0">https://www.hanson-ma.gov/camp-kiwanee-commission-0</a>
Lincoln	<u>deCordova Sculpture Park and Museum</u>
Maynard	Maynard Golf Course <u>2025 Maynard Golf Course Advisory Task Force</u> <u>2013 Maynard Country Club Reuse Analysis</u>

## LIBERTY LEDGE / SEWATARO SELECT BOARD SUBCOMMITTEE: SUMMARY COMPILATION

Medfield	<u>Medfield State Hospital</u>
Nahant	<u>Nahant Town Owned Land Study Committee</u>
North Andover	<u>Stevens Estate</u> <u>Stevens Estate Long Term Advisory Committee</u>
Northborough	<u>Evaluation of Potential Redevelopment for Private Reuse of Selected Town-Owned Properties Northborough, MA</u>
Sharon	<u>Town of Sharon Camp Everwood 2010 Annual Report</u>  <a href="https://www.wickedlocal.com/story/times-advocate/2013/06/20/sharon-camps-reach-land-agreement/38533496007/">https://www.wickedlocal.com/story/times-advocate/2013/06/20/sharon-camps-reach-land-agreement/38533496007/</a>  <a href="https://www.wickedlocal.com/story/times-advocate/2010/11/11/new-sharon-camp-director-hopes/38723860007/?gnt-cfr=1&amp;gca-cat=p&amp;gca-uir=true&amp;gca-epti=z117727d00---v117727d--77--b--77--&amp;gca-ft=169&amp;gca-ds=sophi">https://www.wickedlocal.com/story/times-advocate/2010/11/11/new-sharon-camp-director-hopes/38723860007/?gnt-cfr=1&amp;gca-cat=p&amp;gca-uir=true&amp;gca-epti=z117727d00---v117727d--77--b--77--&amp;gca-ft=169&amp;gca-ds=sophi</a>
Smithfield, RI	<u>Camp Shepard Master Plan (XI. New Business (A))</u>
Sudbury	<ul style="list-style-type: none"> <li>• Broadacres: <u>Broadacres Farm Acquisition</u></li> <li>• Cold Brook Crossing: <u>Melone Gravel Pit Property Reuse Planning</u></li> <li>• Meadow Walk:</li> </ul>

LIBERTY LEDGE / SEWATARO SELECT BOARD SUBCOMMITTEE: SUMMARY COMPILATION

	<ul style="list-style-type: none"> <li>○ <u>Select Board / Planning Board Joint Letter</u></li> <li>○ <u>Raytheon Redevelopment National Development</u></li> <li>• Melone Property:             <ul style="list-style-type: none"> <li>○ <u>Mahoney/Melone Feasibility Studies Project Description</u></li> </ul> </li> <li>• <u>Town Center Land Swap</u></li> </ul>
Stow	<u>Stow Acres Golf Course: Vision Planning</u>
Wayland	<u>Wayland Rt. 20 Visioning</u>  <u>Wayland Route 20 South Landfill Visioning Committee</u>
Wellfleet	<u>Maurice's Campground/80 State Hwy Planning Committee</u>  <u>Maurice's Campground</u> <a href="https://mauricescampground.com/about-us/">https://mauricescampground.com/about-us/</a> <a href="https://www.cleat.ai/government/contracts/maurice-s-campground-operations-rfp-nwen">https://www.cleat.ai/government/contracts/maurice-s-campground-operations-rfp-nwen</a>  <a href="https://provincetownindependent.org/news/2022/04/20/wellfleet-offers-6-5m-for-maurices-campground/">https://provincetownindependent.org/news/2022/04/20/wellfleet-offers-6-5m-for-maurices-campground/</a>
Westford	<u>East Boston Camps Master Plan</u>  <u>RFP for Lease of "Boys Camp" at East Boston Camps</u>  <u>Boys Camp at East Boston Camps</u> <a href="https://westfordma.gov/DocumentCenter/View/9446">https://westfordma.gov/DocumentCenter/View/9446</a>  <a href="https://www.westfordma.gov/1646/Selected-History-of-EBC">https://www.westfordma.gov/1646/Selected-History-of-EBC</a>

Attachment 3.7.c: 11c. Compilation Dan Janie 2 12 26 (6922 : Liberty Ledge / Sewataro Discussion and vote Compilation Document)

	<a href="https://patch.com/massachusetts/westford/an-guard-up-camps-to-move-to-westfords-east-boston-camps">https://patch.com/massachusetts/westford/an-guard-up-camps-to-move-to-westfords-east-boston-camps</a>
--	---

## XI. Summary of Town of Sudbury’s Municipal Land Transactions

Click on the underlined text to access external resources.

This section summarizes existing, publicly available information and does not evaluate or compare outcomes.

Property Preserved	Type	Size (acres)	Price	# Potential Lots	Avg. Cost/Lot	Avg. Cost/Acre	Year	Taxes Paid	Type of acquisition
Meachen	OSP	55	\$4,010,000	11	\$365,000	\$73,000	1997	\$0	fee
Weisblatt	OSP	44	\$4,950,000	44	\$215,000	\$112,500	1998	\$2,515	fee
Piper	OSP	70	\$2,550,000	9	\$283,000	\$36,400	2000	\$13,200	fee
Dickson	CPA	2.39	\$440,000	1	\$440,000	\$184,100	2002	\$672	fee
Cutting	CPA	58	\$4,700,000	21	\$223,800	\$81,000	2004	n/a	AG/ fee (4 acres)
Libby	CPA	24.06	\$2,631,439	6	\$438,500	\$109,370	2005	\$18,087	fee
Nobscot	CPA	303	\$8,600,000	47	\$183,000	\$28,400	2008	n/a	CR
Fairbank Farm	CPA	33	\$750,000	3 (12)	\$250,000	\$22,727	2011	n/a	Ag restriction
Johnson Farm	CPA/OSP	33	\$2,900,000	40B (313)		\$87,879	2015	\$14,789	fee
Pantry Brook	CPA	94	\$7,600,000	34	\$223,529	\$80,851	2012	n/a	Development rights
Broadacres Farm	CPA/OSP	33.61	\$5,500,000	13	\$423,077	\$163,642	2018	\$13,144	Fee
Sewataro	OSP	46	\$11,269,700	33 (31)	\$341,506/\$363,539	\$244,993	2019	\$201,840	fee

Source: Town Manager Presentation - 2019 ATM Article 25

## ADD SECTION HERE FOR CAMP SEWATARO PROPERTY IMPROVEMENTS, ECONOMIC COSTS/BENEFITS

- Need list of improvements made by and paid for by camp operator – details w/ cost
  - Type of / reason for improvement (e.g. ADA accessibility)
  - Estimates of what improvements would have cost town to perform, if different
- Need list of improvements made by and paid for by town – detail
- Value of camp scholarships
- Programming offered to public by operator (e.g. accessible trick or treat)
- Employment facts/figures
- Partnerships with town departments, if any (e.g. Social Workers, LSRHS Metco)

## Add section here for Comparative Sudbury Expenditures on Land Purchases/Expenditures

### Proposed format:

Property Transactions utilizing municipal funds 2005 – 2025 (Go back 20 years from most recent land transaction – MBTA buildings in 2024 & 2025– 20 years is typical length of finance note)

- Cost at time of transaction and in current 2026 dollars
- Purpose of transaction (conservation, recreation, general municipal use, etc)
- Type of transaction (acquisition, land swap, conservation restriction, etc)
- Usage planning
  - By public, staff, committee, other?
  - Pre-transaction

## LIBERTY LEDGE / SEWATARO SELECT BOARD SUBCOMMITTEE: SUMMARY COMPILATION

- Post-transaction
  - Tax revenue lost since transaction
  - Revenue produced since transaction
  - Public access details post-transaction
  - Cost to town, w/ funding sources, post-transaction to maintain property
  - # Sudbury residents employed at property
  - Social benefit of/by property
  - ADA accessibility post-transaction
  - Property improvements post-transaction
    - Cost to town
    - Funding source

**From:** [Rachel Henschel](#)  
**To:** [Select Board](#)  
**Subject:** 92 Families Support Sewataro Contract Extension - Public comment to be read at Apr 12 Meeting  
**Date:** Tuesday, April 12, 2022 9:00:14 AM  
**Attachments:** [Swataro Contract Support 92 Families April 12 2022.pdf](#)

---

Dear Select Board,

Please find a letter attached from 92 Sudbury families that support the board voting in favor of a 5-year Sewataro Contract Extension at tonight's meeting. Please read into public comment.

Sincerely,  
Rachel Henschel

**\*\*Please Read Into Public Comment at April 12, 2022 Select Meeting\*\***

April 12, 2022

Dear Select Board,

This letter is from **92 Sudbury families** that support the approval of the Sewataro operator contract. The families joining in support include families with Sewataro campers and many families that do not have campers at Sewataro. Continuing the operator contract for the next five years will create numerous benefits for our community:

- 1) Sudbury needs more reliable childcare options in the future, not fewer. There are currently waitlists at several local preschools, SED, and camps like Sudbury Summer, Longfellow and Camp Sewataro. Parents are anxious about securing dependable childcare. We commend the Select Board's role in expanding Camp Sewataro to 400 Sudbury campers including scholarships. This is helpful to our community. If the operator contract is not extended, the camp will not be available to these 400 campers in the future, creating demand for other camps and childcare, thus creating even longer waits at all of them.
- 2) Sewataro expands the recreational opportunities families will have. The grounds have been open to Girl Scouts, food pantry and civic meetings. The operator contract will expand swimming in the pool and pond which will attract many families. The operator has also maintained the grounds so that the community can enjoy – this is different from other recently acquired properties.
- 3) The proposed contract will deliver generous revenues to the town. Currently, 25% of the first \$1,000,000 and 33% thereafter go to the town. These revenues “could help” pay down the town's debt for purchasing the property. Without this revenue, the town will have to find other means to pay that debt or fund other services. The Select Board needs to be clear and transparent about the financial strain that will be created without Sewataro revenues. What services will have to be cut starting in September 2022 if the contract isn't renewed?

The town approved the purchase of Sewataro in 2019. It is the Select Board's duty to act in good faith to uphold the town's clear direction. The Select Board selected this camp operator through a transparent RFP process because they were the best fit for the town. We appreciate the Select Board's efforts in revising this contract, expanding child care options, expanding recreational and civic spaces, and acting in a financially responsible manner for our town's future.

Please know we are just a few of the many families that see the value and benefit in renewing the Sewataro operator contract by voting in favor on April 12, 2022.

Respectfully signed,

Sudbury Families

Sudbury Families with Sewataro Campers

Brigette Sayles, 54 Ames Rd.

Rachel & Matt Henschel, 3 Drum Lane

Volha & Virendra Kumar, 22 Demarco Rd.

Treanors, 8 Skyview Lane

Laura and Patrick McCabe, 15 DeMarco Rd

Bhargavi & Pradeep Rao, 12 Drum Lane

Shannon & Luke Paxton, 20 Crescent Lane

Steve & Leila Frank, 24 Raynor Rd

Riju and Siris Bajracharya, 27 Basswood Ave

Jackie and Tom Blesso, 120 Plympton Road

Lisa & Peter West, 42 Hawes Rd.

Melissa & Tim Perla, 30 Pelham Island Rd

Megan Munroe 32 Old Framingham Road Unit 21

Adam and Jenn Stone 35 Taintor Drive

Barbara Munroe 32 Old Framingham Road Unit 21

Jamie Abels 19 Washington Dr

Allison & David Evans, 35 Fox Hill Road

Angela and AJ Lee 42 Hopestill Brown Road

Stacy & Scott Munroe, 37 Greystone Ln

Sandy and Chris Hinckley 4 Homestead st.

Colleen & Pat Whalen, 53 Willard Grant Rd

Michelle Harrison & Kevin Chin 4 Huckleberry Lane

Paige Erdige, 37 Greystone Lane

Marissa & Kevin Cole, 195 Woodside Road

Megan and Mike Bowhers, 12 Bulkley Rd	Dana and Ben Roth, 181 Woodside Rd
Geoff and Alison Riquier, 136 Dakin Rd	The Nam Family, 5 Homestead
Robyn and Mark Lewis, 10 Birchwood Ave	Kim and Tim MacDonough, 11 Murray Drive
Shelly Skinner, 37 Greystone Ln	Jennifer Murphy, 43 Hobart Road
Laura Gazaille and Benjamin Broderick, 142 Dakin Rd.	Jennifer and Berkeley O'Keefe, 25 Beckwith St.
Jon & Lauren Duke, 29 Drum Ln	Rachel and Andrew Goodman, 70 Firecut Lane
Solowey Family, 20 Dunster Road is	Kim & Jon Napoli 9 Spruce Lane
Mark, Catherine & Lia Oppenheim Bonnie McAlley 141 Greystone Lane	Julie and James Dereshinsky, 6 Old Coach Road
Sara Bodi, 54 Ruddock Rd	Kristin Johnson and Daniel Brock, 388 Willis Road
Mark & Geraldine Tarini, 5 Cobblestone Lane	Jessica & Steve Wells, 142 Longfellow Rd
Shana & Joe Sconyers, 49 Amanda Road	yavonne ortiz 655 boston post rd
Jason and Misty Raines, 73 Greystone Ln	Crystal & Randy Pike 20 Revolutionary Rd
Megan Kelley and Chris Bernardi 109 Dakin Road	Joe and Hilary LaFrange 16 Perry Cir
Jessica & Hussain Mooraj 43 Greystone Lane	Phil and Karen Walper 128 Longfellow rd
Christine & Sean Barrett, 151 Peakham Rd	Laura and Lowell Briggs, 94 Belcher Drive
Joe & Jaime Budzienski, 120 Thunder Rd	John and Kate Bell
Kim Lewis/Brent Forester, 357 Willis Rd	Linda and Michael Lyons, 18 Fieldstone Farm Road

Sarah and Bryan Jones, 114 Old Garrison Rd	The Libermans, 17 Hopestill Brown Road
Ellen and Marc Levy, 24 Aaron Rd.	Matt & Mary Dallas, 164 Greystone Ln
Nemat & Moataz Elrafie, 20 Cobblestone Ln	Christy and Eddie Dunn, 14 Saunders Road
The Shapiro Family, 85 Greystone	Chris and Heather Johnson, 5 Ledge Road
DeThe Vander Els Family, 96 Mossman Road	Tom and Lisa Croce, 26 Stone Root Ln
The Kudravetz Family, 17 Maynard Farm Circle	Anne & Brian Devine, 24 Pokonoket Ave
Laura and Mark Howrey, 55 Old Coach Rd.	The Fitzgeralds, 14 Massasoit Ave
Judy Merra and Morgan Molloy, 377 Lincoln Rd	Matt and Jana Quinn, 28 Sylvan Way
Anne and Dave Pace, 4 Silver Hill Road	Priscilla and Ian Shempp, 22 Ruddock Rd
Cindy and Bob Weinberger, 175 Greystone Lane	The Sullivan Family 22 Buckmaster Dr
The Aisenberg family, 14 Joan Ave	The Rothbart Family 43 Kendall Road
Anne-Marie Greenberg 16 Skyview Lane	Elizabeth & John McInnis 188 Greystone Lane
Michelle Spomer & Jon Habif 39 Balcom Rd	
Debra and Tom Termine 101 Fox Run Road	
Dave, Diane & Katie Dickinson, 57 Atkinson Lane	
Sarah and Mike Troiano, 342 Lincoln Road	
Stacey & Dusty Ladieu 35 Robert Frost Rd.	

Attachment 3.7.d: 11d. SelectBoard\_2022\_Apr\_12\_supporting\_materials\_2 (002) (6922 : Liberty Ledge / Sewataro Discussion and vote

Robyn Cohen and Josh Rose 22 Curry Lane

The Blanchards 12 Christopher Ln.

Christine & Stuart Garner, 130 Concord Road

Sam and Judy Merra 11 Woodside Road

Mike and Kristen Leonard 166 Mossman Rd

**From:** [Judi Bajgot](#)  
**To:** [Select Board](#)  
**Subject:** Camp Sewataro  
**Date:** Monday, April 11, 2022 9:32:56 PM

---

Dear Select Board and Town Manager Hayes -

—Please read this letter into public record —

I urge you to vote YES to renew the operator contract for Camp Sewataro for another 5 years. This will allow time for the town to conduct all needed usage studies and make appropriate recommendations while also ensuring property is kept up and profitable. Currently the town does not have any plan to support Sewataro, maintain it or utilize it without the support of the camp.

The Select Board entrusted Mr. Russo to represent the town's interest in working out a contract that is fair for the town and its residents. The Board should support this new contract by voting YES and renew the Sewataro contract for 5 years to both protect our investment in this property and respect the will of our voters.

Thank you.

Sincerely,

Doug and Judi Bajgot  
43 Brookdale Rd  
Sudbury, MA 01776

**From:** [Jackie Harder](#)  
**To:** [Select Board](#)  
**Subject:** In favor of extending the Sewataro contract  
**Date:** Tuesday, April 12, 2022 8:39:13 AM

---

Select Board:

I urge you to vote yes on the Sewataro contract. Over the past few years, we have been able to use the Sewataro property for recreation (bike rides and tennis with the kids), and for family picnics.

More publicly:

- my daughter took tennis lessons offered through LS continuing education this fall while the Featherland courts were unavailable due to LS practices. The town courts (delay, Featherland) are always busy and having the Sewataro courts available for younger players is amazing.
- my daughter has attended Girl Scout meetings and events on the property
- as event coordinator for the Sudbury Family Network which caters to families with kids <6, we have hosted picnics, playdates, and a fishing tournament that had over 200 sudbury attendees.
- all 3 of my daughters were able to have their dance recitals during COVID because their Studio (the performing arts connection, also in sudbury) held an outdoor recital in May 2021 on the sewataro property.
- two of my children have attended camp Sewataro in 2020, 2021, and will attend in 2022.

I would also like to point out that the Select Board has had over three years to consider what to do “next” with the Liberty Ledge property. Failing to renew a revenue generating contract without a plan for the land makes no sense. After extending the contract, I would urge the select board to get a working group in place (or re activate the old one) to consider how- if at all- to change the way the property is used in the future. For what it’s worth, a “land use consultant” seems like an easy way to fritter away 100k when we have the ability to form a strong collaborative working group within town.

Finally, I would like to see more transparency into where the revenue from Sewataro has and will be going.

Jackie Harder  
201 Union Ave  
Sudbury

Sent from my iPhone

**From:** [Dawn Solowey](#)  
**To:** [Select Board](#)  
**Subject:** Please renew Sewataro contract  
**Date:** Monday, April 11, 2022 1:41:09 PM

---

Please read my letter aloud into the public record

Please decide to renew the Sewataro camp operator contract for another 5 yrs. The town voted to purchase Sewataro, and for good reason. It's a hugely important and valuable asset to the town. The camp is also an important asset, and is well run.

Please don't allow the minority who opposed the purchase to do an end run around that vote.

Sent from my iPhone

**From:** [Sarah Troiano](#)  
**To:** [Select Board](#)  
**Cc:** [Michael Troiano \(h\)](#)  
**Subject:** Public Comment regarding Sewataro property  
**Date:** Tuesday, April 12, 2022 4:21:26 PM

---

Dear Select Board,

We are writing in order to urge you to vote tonight to accept the newly negotiated 5 year contract with the current Camp Sewataro operator. To do otherwise, would go against the will of the majority of Sudbury voters who voted decisively to buy the Sewataro land for the purpose of preservation and enjoyment by current and future generations of Sudbury residents. Vigorous debate was had, the vote was clear, and now the Select Board must honor it. To suggest that not extending the contract WHILE we undergo a land use plan is financially irresponsible at best, and disingenuous at worst.

Do we need to develop a long term land usage plan for this property? Of course, we do. The same way we still need to develop one for Broadacre. But, unlike Broadacre and all other conservation land purchases in the past, we are in an enviable and unique position to simultaneously work on a long term usage plan WHILE RECEIVING REVENUE from the property. This is the ultimate win win. To forgo this revenue opportunity would be a dereliction of your fiduciary responsibilities to the Town. And, to further strengthen the case, by signing the contract tonight, not only do we guarantee five years of revenue from the land, but we can do so WHILE RESIDENTS ENJOY AND RECREATE on the property.

We won't go on about the ample opportunities for recreation and our opinion on the myriad ways this property could be used for the benefit of Sudbury residents of all ages. That is not the decision at hand at this moment. The decision right now is simple. Vote to extend the contract, and by doing so you will guarantee revenue from the property, enable continued recreation use at current and newly negotiated levels, provide time to develop a thorough land use plan and, most importantly, honor the will of the voters you serve.

Thank you for listening.

Best Regards,  
Sarah and Mike Troiano  
342 Lincoln Road, Sudbury

**From:** [CHAS GUTHY](#)  
**To:** [Select Board](#)  
**Subject:** Reject Extension of Management Agreement of Sewataro  
**Date:** Monday, April 11, 2022 9:30:05 PM

---

April 11, 2022

To Select Board Members

I am writing to you to express my concern and opposition to Select Board entering into a multi-year extension of the Management Agreement for the Sewataro Camp Operator before the upcoming Town Meeting. This matter will affect the entire Town of Sudbury, its residents, and tax payers. It requires input from the residents of the Town, based on facts and information. When the vote to purchase Liberty Ledge/Sewataro was taken at Town Meeting, the residents of the Town did not have the facts required to make an informed decision.

Subsequently, as part of a larger study/report of all the Town's programs, services, activities and Town-owned facilities, this property was evaluated to assess compliance with the requirements of the Americans with Disabilities Act (ADA). The Town contracted with the Institute of Human Centered Design (IHCD) to conduct the study. This resulted in a comprehensive report. The Liberty Ledge Property/Sewataro was part of this study. The IHCD was directed by the Town to consider 4 possible operational scenarios for the camp and to describe relevant accessibility requirements. These scenarios are summarized on pages 1-2 of the Sewataro Summary and on pages 20-21 of the Executive Summary of the IHCD Report. The consultant recommended that a comprehensive study be undertaken to determine the feasibility of addressing these issues and stated that the expertise of a professional surveyor and landscape architect was required. This has not been done.

Based on this information, the Select Board needs to delay the determination to extend the management agreement so that due diligence can be done in evaluating the best use and access to this property. This information needs to be provided to the residents of the Town, so they can, at Town Meeting, make an informed decisions on the use and the management of the property.

I ask each member of the Board to review the information which is provided in this email, follow the recommendations of the Town selected Consultant (IHCD), and carefully, and judiciously make a decision that is in the best interest of the Town now and for its future by bring it to a vote of the citizens of the Town at Town Meeting.

Respectfully,  
Patricia Guthy

**From:** [Lauren Pond](#)  
**To:** [Select Board](#); [Hayes, Henry](#); [Roberts, Jennifer](#); [Russo, Charlie](#); [Carty, Daniel](#); [schinellerW@sudbury.ma.us](mailto:schinellerW@sudbury.ma.us); [Dretler, Janie](#); [Town Manager](#)  
**Subject:** Renew Camp Sewataro operator contract  
**Date:** Monday, April 11, 2022 1:08:15 PM

---

Dear Select Board and Town Manager Hayes:

--please read this into the record--

I am writing to urge you to vote YES to renew the operator contract for Camp Sewataro for another 5 years.

First and most importantly, the town **overwhelmingly** voted to purchase the land just a few years ago. I am shocked and horrified to hear this could be undone behind the scenes despite the clear wishes of the majority of the town.

Secondly, the property at Sewataro has already provided benefits to town residents. As I understand it, the camp saw \$450k in profits last summer -- while still operating during a pandemic! In addition to the benefit of revenue from the camp, residents can enjoy hikes on the property in the spring/fall, or snow shoe in the winter. Sudbury residents can and do often use the tennis courts. Sudbury organizations and businesses use the property for special outings. For example, Viking Martial Arts has hosted amazingly fun classes for kids, Scout troops hold meetings there, and the Sudbury Family Network has hosted fishing days and plans to use the space for the Fall Festival this year. And this is just the beginning. As we move out of the pandemic and residents really get used to having this valuable resource I am confident we will see more organizations using the space to the benefit of Sudbury residents.

Finally, I urge you to consider the importance of maintaining summer camp options for Sudbury residents. We have a growing child care problem in this town -- from the completely embarrassing lack of after school care to insufficient access to conveniently located summer camps. As it is, many of the camps that could be used by Sudbury residents (including **but not limited to** Sewataro) are completely booked within hours of registration opening. That should highlight how much working parents need this camp to remain an option for our residents as an additional option.

Please vote YES to extend the Camp Sewataro operator contract and allow it and Sudbury residents more time to fully realize its potential.

Lauren Pond

--

Lauren Ann Pond  
 508-280-8552

**From:** [Lisa Schulz](#)  
**To:** [Select Board](#)  
**Subject:** Renew Sewataro Operator Contract  
**Date:** Monday, April 11, 2022 4:25:50 PM

---

Dear Select Board,

This letter is to express support for the approval of the Sewataro operator contract. Continuing the operator contract for the next five years will create numerous benefits for our community:

- 1) Sewataro expands the recreational opportunities families have, and is a very peaceful and precious open space for our community. The operator has maintained the grounds so that the entire community can enjoy this land, which is different from other recently acquired properties.
- 2) Although our children have grown and flown, we are aware that Sudbury needs more reliable childcare options, not fewer - particularly given the influx of young children expected to move into the huge development on 117 near the Concord line. We commend the Select Board's role in expanding Camp Sewataro to 400 Sudbury campers including scholarships, and applaud the expansion of swimming opportunities which will attract many additional families in the future. If the operator contract is not extended, the camp will not be available to these 400 campers in the future, creating demand for other camps and childcare, and even longer waits at the few existing options.
- 3) The proposed contract will deliver generous revenues to the town. Currently, 25% of the first \$1,000,000 and 33% thereafter go to the town. These revenues pay down the town's debt for purchasing the property. Without this revenue, the town will have to find other means to pay that debt or fund other services. The Select Board needs to be clear and transparent about the financial strain that will be created without Sewataro revenues. We don't need additional ill-thought out developments in town, nor can we afford a reduction in services. What services will have to be cut starting in September 2022 if this contract isn't renewed?

The town approved the purchase of Sewataro in 2019, after much debate and a view into the benefits and proposed directional use of this property. It is the Select Board's duty to act in good faith to uphold the town's clear intent. The Select Board selected this camp operator through a transparent RFP process because they were the best fit for the town. We appreciate the Select Board's efforts in revising this contract, expanding child care options, expanding recreational and civic spaces, and acting in a financially responsible manner for our town's future.

Please continue to act as good stewards of this space and renew the Sewataro operator contract by voting in favor on April 12, 2022.

Respectfully signed,

Lisa Schulz and George Mandt  
257 Mossman Road

**From:** [judy@zumbawithjudy.com](mailto:judy@zumbawithjudy.com)  
**To:** [Select Board](#)  
**Subject:** Select Board Meeting 4/12/2022  
**Date:** Monday, April 11, 2022 5:11:42 PM

---

Check out this article on the Town of Sudbury Website: Select Board Meeting  
<https://sudbury.ma.us/selectboard/meeting/select-board-meeting-tuesday-april-12-2022/>

To whom it may concern:

As a regular user of the Liberty Lodge from 2020 till the present I am pleased to report that my students and I absolutely love our experience there. It has been a true blessing for all of us to enjoy dance fitness class once and sometimes twice a week. We even enjoyed our classes when it was 20 degrees out. If not for Camp Sewataro many of us would have endured many days of frustration and sadness over not being able to get our workouts in during Covid and not only that we loved seeing our friends and teachers. I can't tell you how many people asked me who can we thank for allowing us to use that amazing dance floor of the Lodge and look out in to nature at the same time. Kristen was so easy to deal with and we only cancelled when there were the major snowstorms on a few Friday mornings. Our students have said they are hoping that we can still use Camp Sewataro for our classes even if Covid becomes less of an issue. How lucky are we in Sudbury to have such an amazing property available to us. We take care not to leave any trash of any kind and our footprint is minimal. I hope that the Board votes to allow the community to keep using the property for many years to come-a simple act would make so many people happy and healthy!

Submitted by Judy Quint Owner of a Dance Fitness business

**From:** [Scott Sawin](#)  
**To:** [Select Board](#)  
**Subject:** Sewataro 5 year contract  
**Date:** Tuesday, April 12, 2022 11:53:08 AM

---

To the members of the Sudbury Select Board:

I'm asking this letter be read aloud and submitted into public record. (04-12-2022)

Saving the Sewataro property as a camp for children was voted for by the majority of Sudbury. This vote deserves to be honored and respected. Planning to do anything else with this property is clearly against the will of the majority. Due to the pandemic, the camps full potential of generating revenue for the town has not yet been realized. It deserves the opportunity to prove its value during normal operational conditions. The town owns many properties which we were all asked to support financially. I'm not aware of any other property generating or having the potential to generate revenue for the town at this level indefinitely while also providing invaluable opportunities and experiences for children.

Issues or concerns regarding the agreed legal use of this property are minimal based on similar town owned property concerns that set precedent. Given the level of experience and professional expertise on the Select Board, I'm confident you are capable of resolving any legitimate concerns with allowing this property to continue generating revenue for the town indefinitely.

As a member of the Select Board you are held to a high level of ethics and moral decisions. You are obligated to respect and honor the will of the people you represent. The majority has given you their decision on the future of this revenue generating property. Supporting any other use of this property could be considered unethical. Your support of the 5 year contract to allow this property to continue generating revenue for Sudbury as a camp for the children as well as preserving the character of our town is vital.

Respectfully yours,

Scott L. Sawin  
52 Puffer Lane  
Sudbury MA, 01776

**From:** [Elizabeth Sobol](#)  
**To:** [Select Board](#)  
**Cc:** [Biz Lau Sobol](#)  
**Subject:** Sewataro Contract Vote  
**Date:** Tuesday, April 12, 2022 10:58:52 AM

---

Dear Select Board Members,

Please read at public comment.

I am writing to strongly encourage you to renew the contract with the management of Camp Sewataro for the proposed 5 years. This contract was negotiated in good faith and the director has done everything that has been asked of him. The town deserves the chance to reap the benefits of the enhancements that are planned for the next 5 years. The town also deserves to profit from the significant ongoing revenue that the camp produces. However, the ultimate value of this property cannot solely be measured in dollars, as much as many would like to try.

To be transparent: I have a horse in the race. Both of my children attended Sewataro so it is a very special place to us. One of my children is a current CIT and hopes to be a counselor for as long as they'll have him. Without exaggeration, it is one of the most important places in the world to us because it is a place that offers camaraderie, teaches leadership, and promotes acceptance. It is, in a word, Amazing.

I want Sewataro to exist not only for the campers, but for future Parks and Rec programs, the Girl Scouts, even the Goodnow Library. Let the income from 8 weeks of camp allow that to happen the rest of the year.

There are very real concerns among the citizens of Sudbury that the discussion around renewing the contract needs to be held in good faith. These concerns are coming from families who do NOT have a specific vested interest in the camp itself. Their kids don't go to Sewataro and they don't live in North Sudbury near the property. What they want is integrity, transparency, and true representation from our Select Board members. They are depending on you to follow through on the promises that were made to them when they overwhelmingly voted to purchase the property. They want the income, they want the access, they want the space to be an asset to the town. They want you to ensure that that happens.

We all know there is a group of people in Sudbury who are vehemently opposed to all things Sewataro. I worry that their opinion is being exclusively represented by the push for the land-use assessment that singles out Sewataro and no other open spaces in town.. Where is the push for this same assessment at Broadacres? Is there another agenda that is not being articulated? We appeal to your honesty.

The Town voted to purchase Sewataro. We all knew there was work to be done to integrate it into our community. That work takes time. It's now up to you to give the leadership of the camp a fair and honest chance to fulfill the promise that the property holds.

Thank you for your time.

Sincerely,  
Elizabeth Sobol  
122 Woodside Road

From: [Sudbury Girl Scouts](#)  
To: [Select Board](#)  
Subject: Sewataro contract  
Date: Tuesday, April 12, 2022 12:30:32 PM

---

Dear Select Board members,

I can't be at the Select Board meeting tonight, so I respectfully ask for this note to be read aloud into the public record on my behalf:

I'm writing to ask that you approve the 5-year contract proposed for the current camp operator at Sewataro. I believe 5 years is critical to allow enough time to properly consider the best uses of the property, implement necessary changes, and ensure continued benefit to the Town from the purchase we approved at Town Meeting in 2019. Many of us rely on Sewataro as a place to gather and enjoy all that it has to offer, whether walking the trails with friends, using it for informal gatherings, or hosting events for the hundreds of girls and parents in Sudbury Girl Scouts. In the past several years, Sudbury Girl Scouts has used the property for troop meetings, donation drives, our annual (and beloved) Cookie Crush Derby, a celebration of Girl Scout founder Daisy Low's birthday featuring a variety of outdoor skills and games, and much more. There is no other space like Sewataro available to us, incorporating both ample outdoor space and covered, usable pavilions. There are also no spaces currently available to us for recurring use without the user fees charged by local churches, schools, and the Fairbank center. I urge you to continue with the current camp operator and continue free access for scouting groups. A 5-year contract ensures both revenue and continued access for all while long-term plans are made.

Thank you,  
Christine Garner  
On Behalf of Sudbury Girl Scouts  
130 Concord Road, Sudbury

\*\*\*\*\*  
Christine Garner, Service Unit Coordinator  
Sudbury Girl Scouts - Service Unit 461  
[SudburyGirlScouts.org](http://SudburyGirlScouts.org)  
[Facebook.com/sudburygirlscouts](https://Facebook.com/sudburygirlscouts) (our public page)  
[Facebook.com/groups/SudburyGST](https://Facebook.com/groups/SudburyGST) (our private group)

Attachment3.7.d: 11d. SelectBoard\_2022\_Apr\_12\_supporting\_materials\_2 (002) (6922 : Liberty Ledge / Sewataro Discussion and vote

**From:** [JENNIFER O'KEEFE](#)  
**To:** [Select Board's Office](#); [Town Manager](#)  
**Subject:** Sewataro Contract  
**Date:** Monday, April 11, 2022 1:02:12 PM

---

---Please read this letter into public record---

Dear Select Board and Town Manager Hayes,

I urge you to vote YES to renew the operator contract for Camp Sewataro for another 5 years. This is mutually beneficial to the town and its residents.

Sincerely,  
Jennifer O'Keefe  
25 Beckwith St.

**From:** [Erin Muscatiello](#)  
**To:** [Select Board](#)  
**Subject:** Sewataro input for 4/12 special meeting  
**Date:** Monday, April 11, 2022 11:43:08 AM

---

Greetings Select Board members and friends of our community,

My understanding is there will be a special vote this evening to decide whether our community will be moving forward with a operator contract renewal for Camp Sewetaro. I was under the impression we already voted as a community to keep the land, but I would like to formally express my support to renew the contract and secure Sewarto as a community establishment. I have two small children who I hope can experience this amazing camp and would very much like to see it remain in our community. It brings us together and provides lifelong memories for our children. Please keep this important camp in our town and allow the memories to continue.

Erin Muscatiello  
19 Silver Hill Rd, Sudbury, MA 01776

**From:** [Phyllis Kaufman](#)  
**To:** [Select Board](#)  
**Subject:** Sewataro Management Extension  
**Date:** Monday, April 11, 2022 5:56:05 PM

---

To the Board,

Dear Select Board Members,

I am writing to you to express my concern and opposition to entering into a multi-year extension of the Management Agreement for the Sewataro Camp Operator before the upcoming Town Meeting.

The 2019 Town Meeting authorization to purchase the Liberty Ledge property intended to make the entire site a Town resource available to Town residents year-round. The current Management Agreement and the Third Amendment to that Agreement which would extend the Management Agreement for an additional 5 years, does not accomplish that intention. In addition, there are two warrant articles to be debated at the upcoming Town Meeting that will be adversely impacted by the signing of an extension before Town Meeting. You and your fellow Select Board members must be committed to doing what is best for the Town in keeping with the Town's clear intentions. Extending the Management Agreement by 5 years with no way to expedite the implementation of a long-range plan for the property is irresponsible and against the clear intent of the 2019 Town Meeting.

I urge you not to vote to extend the Management Agreement prior to Town Meeting and to seek input at the Town Meeting with respect to extending that Agreement. I also urge you to support the Town Meeting article that would retain an experienced land use consultant to prepare a comprehensive study of the Liberty Ledge property and would make possible the implementation of a best use strategy for the property as soon as possible.

Thank you for your attention concerning this matter.

*Phyllis L. Kaufman*

Phyllis L. Kaufman  
165 Nobscot Road  
Sudbury, Massachusetts 01776

**From:** [megankelley4@gmail.com](mailto:megankelley4@gmail.com)  
**To:** [Select Board](#); [Town Manager](#); [Russo, Charlie](#); [Carty, Daniel](#); [Dretler, Janie](#); [Roberts, Jennifer](#); [schinellerW@sudbury.ma.us](mailto:schinellerW@sudbury.ma.us)  
**Subject:** Sewataro vote YES  
**Date:** Monday, April 11, 2022 1:21:29 PM

---

Dear Select Board and Town Manager Hayes:

--please read this into the record--

I am writing to urge you to vote YES to renew the operator contract for Camp Sewataro for another 5 years.

First and most importantly, the town **overwhelmingly** voted to purchase the land just a few years ago. I am shocked and horrified to hear this could be undone behind the scenes despite the clear wishes of the majority of the town.

Secondly, the property at Sewataro has already provided benefits to town residents. As I understand it, the camp saw \$450k in profits last summer -- while still operating during a pandemic! In addition to the benefit of revenue from the camp, residents can enjoy hikes on the property in the spring/fall, or snow shoe in the winter. Sudbury residents can and do often use the tennis courts. Sudbury organizations and businesses use the property for special outings. For example, Viking Martial Arts has hosted amazingly fun classes for kids, Scout troops hold meetings there, and the Sudbury Family Network has hosted fishing days and plans to use the space for the Fall Festival this year. And this is just the beginning. As we move out of the pandemic and residents really get used to having this valuable resource I am confident we will see more organizations using the space to the benefit of Sudbury residents.

Finally, I urge you to consider the importance of maintaining summer camp options for Sudbury residents. We have a growing child care problem in this town -- from the completely embarrassing lack of after school care to insufficient access to conveniently located summer camps. As it is, many of the camps that could be used by Sudbury residents (including **but not limited to** Sewataro) are completely booked within hours of registration opening. That should highlight how much working parents need this camp to remain an option for our residents as an additional option.

Please vote YES to extend the Camp Sewataro operator contract and allow it and Sudbury residents more time to fully realize its potential.

Megan Kelley  
 109 Dakin Road

Sent from my iPhone

**From:** [Anne Devine](#)  
**To:** [Select Board](#); [Town Manager](#)  
**Subject:** Sewataro  
**Date:** Monday, April 11, 2022 3:31:26 PM

---

Dear Select Board and Town Manager Hayes:

I urge you to vote YES to renew the operator contract for Camp Sewataro for another 5 years.

Regards,  
Anne Devine  
24 Pokonoket Ave

**From:** [Colleen Mazin](#)  
**To:** [Select Board](#)  
**Cc:** [Dave](#)  
**Subject:** Sewataro  
**Date:** Monday, April 11, 2022 7:07:41 PM

---

Dear Select Board and Town Manager Hayes,

I urge you to vote YES to renew the operator contract for Camp Sewataro for another 5 years.

--I am unable to attend the meeting, so please read this letter into public record.--

Thank you,

--

Colleen Mazin

**From:** [doreen neale](#)  
**To:** [Select Board](#)  
**Cc:** [Adam Neale](#)  
**Subject:** Sewataro  
**Date:** Tuesday, April 12, 2022 1:09:59 PM

---

To the Select Board:

We were confused and somewhat disappointed to learn that there has not been more consistent and timely resolution on the Sewataro camp plan. Of course the camp should be extended at least another 5 years - for the benefit of the town residents and for the ease of the camp's planning as a business. I am not clear why the past resident vote demonstrating the decision of the voters is being put aside by the board.

It would be amazing for our town to use the land in the future as a park - whether we charged admission or not could be determined but there are many parks around the state we could look to for more information on how to best utilize our beautiful space. I understand the buildings are a big part of the issue for maintenance but isn't there some kind of future scenario where a paid manager/caretaker could live in one of the houses and oversee operations year round if we decide to go without the camp after the next five year stretch ends? The buildings which are of concern could be removed and the area brought to its best operating state.

It feels concerning that board members are now perhaps looking to sell land that the town vote chose to purchase. Sudbury could absolutely benefit from the land - maybe another co-op pool and tennis club could happen there - certainly given the wait lists at Greenwood and SS&T there is a demonstrated need for more useable recreational space in town. Selling to a developer would create another burden on the schools (we haven't even yet experienced how the 117 development will affect us) and permanently erase a beautiful town resource. It is unfortunate that this process feels slightly underhanded; I won't pretend to know every detail of the conversations surrounding the plan but the vote was clear on what residents wanted. We would not even have known this was going on if a neighbor hadn't brought it up in passing conversation. Thank you for acting responsibly on behalf of the people you represent.

Sincerely

Doreen & Adam Neale  
75 Wake Robin Road

**From:** [Chris Toomey](#)  
**To:** [Select Board](#)  
**Subject:** Sewataro  
**Date:** Monday, April 11, 2022 11:03:03 AM

---

Good morning. I wanted to send a brief note as I believe the board is meeting this week to discuss the future of liberty ledge. As you are all aware, the original purchase of the property was passed so that Sudbury could ensure the town would have control of it's future.

Now that we are a couple of years out from the initial purchase I believe it is time for us to figure out what is truly in the best interest of the town residents when it comes to this piece of land.

From my perspective, Sudbury being a landlord to a private for profit camp does not accomplish any long term goal that benefits the majority of residents.

Sudbury has thousands of acres of unspoiled open space but few with the facilities that liberty ledge enjoys. Due to a busy schedule and the fact that the windows for using the property during the day in the summer are so limited I've done a little more than drive by/through the property unfortunately.

We need to look no further than the promises made leading up to the vote to acquire the property to recognize what this property could become and how all residents could benefit from it. Of course none of those have come to fruition and locking the camp contract up for another five years ensures that the vast majority of residents will never be able to enjoy the property like Acton residents enjoy Nagog park, Concord residents Whites pond and Wayland residents lake Cochituate town beach.

I implore you to go back and revisit the intent of the original vote on the land. It was advertised as simply being a measure to ensure Sudbury could control the destiny of liberty ledge. Unfortunately that promise seems to have vaporized and nothing other than a continuation of a private camp is being discussed.

With housing prices skyrocketing in the area selling the land would bring a huge premium over the initial purchase price. Even a partial sale, meaning selling off a few of the buildable lots on the property, would bring huge revenue to the town and potentially allow public enjoyment of the land without needing a camp there to subsidize it.

In my opinion a town has no role in playing landlord to a private camps property. We should get out of the landlord business and figure out a way for all residents to enjoy the land at all times, year round.

Thank you for all of the work you put in to make Sudbury the amazing place it is and I appreciate your consideration of this email.

Chris Toomey  
60 Camperdown Lane Sudbury Ma

**From:** [Liz McInnis](#)  
**To:** [Select Board](#)  
**Subject:** Sewataro  
**Date:** Tuesday, April 12, 2022 8:41:35 AM

---

Hello,

I am writing you to encourage the board to vote to extend the contract with Mr. Brody. As a neighbor of the camp, my family has enjoyed the four-season use of the camp land. We have also observed the broad use of the camp by many individuals, and groups, from all areas of Sudbury. We've noticed community members from all generations; walking, cross country skiing, snow shoeing, playing basketball, fishing, playing tennis, dance studios holding senior graduation performances outside, exercise classes being held on the lawn and the open area structures - just to mention some of the observed activity. The camp has generously allowed the town to continue with helping the food insecure community with the food pantry collection and distribution (so the camp is not just for those who can afford to attend it).

The camp has been wonderful about keeping up the appearance around and inside the camp. The property is well maintained at no cost to the town and it generates income - I see this as a win-win for open space and sheltered use (especially during covid, which doesn't appear to be going away anytime soon).

I urge you to please vote, as a majority of the town residents did, to keep the camp as a town resource and to have the responsible, income generating camp continue for at least the next 5 years.

Sincerely,

Elizabeth McInnis  
188 Greystone Lane

ps. I will not be at the meeting but would be agreeable to have my letter read at the meeting

**From:** [Eric Young](#)  
**To:** [Select Board](#)  
**Subject:** Sewataro  
**Date:** Tuesday, April 12, 2022 1:51:36 PM

---

Hi All,

I am writing to urge you all to please vote YES on the contract renewal for Sewataro. I have watched some of the prior meetings and discussion and appreciate the concerns that have been raised and I am glad that there are select board members raising concerns and fighting for the best contract possible for the town of Sudbury.

Having said that, in my view though, a vote for against this contract renewal under the current terms would only result in lost revenue in my opinion. I'm sure I'm not the first email in your inbox here, so I think it's probably obvious that other uses for the land will face fierce opposition by the large number of residents that support the camp and have been reaching out. If this contract is voted down the most likely outcome (in my humble opinion) is an idle stalemate. As I mentioned, the end result would just be lost revenue for the town while the land remains preserved by supporters of the camp but unused due to those that oppose it. Please don't let that happen!

At any rate, I'll leave it at that. Thanks so much for your time and thank you all for your volunteer service to the town.

Eric Younger  
21 Windmill Drive

**From:** [Cheryl Budaj](#)  
**To:** [Select Board](#)  
**Subject:** Sewataro"s use as a camp  
**Date:** Monday, April 11, 2022 5:32:28 PM

---

Hi,

I am writing in support of continuing to use Sewataro as a summer camp. This is perhaps the only revenue generating town resources we have and we have no other viable usage plan. The funds that are brought in could help to renovate it should we no longer wish to allow the camp to operate. There is no need to break what is working, particularly when the town has no other plan. Unless the plan is to take this opportunity to sabotage the purchase and force a sale. A purchase, that I remind you, was voted for by the people of this town.

Without a camp operator, town revenue will decrease and it will create a situation where Sewataro becomes a short term cost crisis and the town is forced to sell the land. At best, a developer would increase town costs after putting enough housing there to overload the school, tiny fire station, and other infrastructure. Or perhaps an office building given the proximity to 117... Selling it will end up costing us more in the long term. A camp contract would end in 5 years but once it is sold, it cannot be undone and we have no control of what is done with the land. Sudbury town politics move slowly and we need some time to assess and come up with a plan, whatever it is. **Please allow the camp to continue to operate and do not allow a vocal minority to overturn the will of the majority of voters who voted to purchase this land.** The argument will be that it costs too much and that will only be true because of a poor decision to not allow the camp to continue to operate.

The camp is well run and is also used by many families in town. There already aren't enough childcare options. Is the town going to be able to offer a viable alternative for the Sudbury families that use Sewataro currently?

The camp model works. Why aren't we expanding it for other unused lands in town? At least Sewataro isn't idle.

Cheryl Budaj and Roman Woronowicz  
152 Newbridge Road

Janie W. Dretler  
Sudbury Select Board

April 8, 2022

Dear Select Board Members

I am writing to each of you to express my concern and opposition to entering into a multi-year extension of the Management Agreement for the Sewataro Camp Operator in advance of the upcoming Town Meeting.

The 2019 Town Meeting authorization to purchase the Liberty Ledge property intended to make the entire site a Town resource available to Town residents year round. The current Management Agreement and the Third Amendment to that Agreement which would extend the Management Agreement for an additional 5 years, does not accomplish that intention. In addition, there are two warrant articles to be debated at the upcoming Town Meeting that will be adversely impacted by the signing of an extension before Town Meeting. You and your fellow Select Board members must be committed to doing what is best for the Town in keeping with the Town's clear intentions. Extending the Management Agreement by 5 years with no way to expedite the implementation of a long range plan for the property is irresponsible and against the clear intent of the 2019 Town Meeting.

I urge you not to vote to extend the Management Agreement prior to Town Meeting and to seek input at the Town Meeting with respect to extending that Agreement. I also urge you to support the Town Meeting article that would retain an experienced land use consultant to prepare a comprehensive study of the Liberty Ledge property and would make possible the implementation of a best use strategy for the property as soon as possible.

Thank you for your attention to this matter.

Alan Bascom  
14 Frost Lane, Sudbury

RECEIVED  
BOARD OF SELECTMEN  
SUDBURY, MA  
2022 APR 11 A 10:12

**From:** [Shilpa Rastogi](#)  
**To:** [Select Board](#); [Town Manager](#)  
**Subject:** Vote YES to renew camp contract  
**Date:** Monday, April 11, 2022 10:23:57 PM

---

Dear Select Board and Town Manager Hayes -

—Please read this letter into public record —

I urge you to vote YES to renew the operator contract for Camp Sewataro for another 5 years. Currently the town does not have any plan to support Sewataro, maintain it or utilize it without the support of the camp.

Mr. Russo represented the town and worked to come up with a contract that is fair for the town residents. Mr. Russo negotiated the contract, surely he finds it acceptable and should vote YES. The Board as a whole should support this new contract by voting YES and renew the Sewataro contract for 5 years to both protect our investment in this property and respect the will of our voters.

The delay tactics have gone on too long and frankly it is unacceptable.

Thank you.  
Shilpa Rastogi  
56 Cudworth Lane  
Sudbury MA

**From:** [Rachel Goodman](#)  
**To:** [Select Board](#)  
**Subject:** YES to renew operator contract for Sewataro  
**Date:** Monday, April 11, 2022 7:37:00 PM

---

Dear Select Board and Town Manager Hayes -

—Please read this letter into public record —

I urge you to vote YES to renew the operator contract for Camp Sewataro for another 5 years. This will allow time for the town to conduct all needed usage studies and make appropriate recommendations while also ensuring property is kept up and profitable. Currently the town does not have any plan to support Sewataro, maintain it or utilize it without the support of the camp.

The Select Board entrusted Mr. Russo to represent the town's interest in working out a contract that is fair for the town and its residents. The Board should support this new contract by voting YES and renew the Sewataro contract for 5 years to both protect our investment in this property and respect the will of our voters.

On a more personal note, Camp Sewataro has been a pillar in this town for more than 60 years and has enriched the lives of so many children. It has also provided jobs to young adults, giving them a chance to mentor younger children and help expose them to new opportunities and foster friendships. It is a special place where campers have fun, develop and grow friendships, learn about themselves, explore, and build their self confidence. Extending this contract for 5 years is a win for the town and a win the campers, counselors, staff and community. I couldn't imagine having to tell all these children and adults that the town voted to shut down their summer home. My children have been going to Sewataro for 10 and 3 years respectively and it has been the one place where they can be themselves, feel good about who they are and feel a sense of belonging. They learn about kindness, friendship, acceptance and trust. They have grown up there and look forward to every summer with such excitement. Taking that away from them and all the other campers would be an immense loss.

Thank you.  
Rachel Goodman  
70 Firecut Lane

Sent from my iPhone

	2025	2024	2023	2022	2021	2020
<b>Payments to Town</b>	\$328,584	\$320,692	\$292,956	\$345,112	\$458,940	\$123,136
Base Payment	\$212,180	\$206,000	\$200,000	\$120,000	\$120,000	\$120,000
Profit Share	\$116,404	\$114,692	\$92,956	\$225,112	\$338,940	\$3,136
<b>Annual Maintenance &amp; Property Improvements</b>	\$273,763	\$317,072	\$266,697	\$226,545	\$281,089	\$128,161
Buildings	\$36,000	\$39,326	\$30,879	\$49,280	\$59,044	\$45,827
Grounds	\$210,956	\$179,239	\$188,260	\$138,315	\$183,795	\$82,334
ADA Work	\$14,857	\$95,007	\$33,160			
Swim-Related Upgrades	\$11,950		\$3,418			
Other Town-Related Expenditures		\$3,500	\$10,980	\$38,950	\$38,250	
<b>Insurance paid on behalf of the Town</b>	\$37,687	\$37,844	\$37,841	\$37,332	\$33,666	\$32,052
<b>Scholarships</b>	\$164,480	\$133,297	\$177,673	\$139,956	\$106,677	\$61,759
Camp Tuition	\$150,464	\$120,928	\$162,452	\$126,185	\$98,393	\$54,075
Extended Day	\$5,976	\$4,124	\$7,556	\$6,648	\$2,988	\$4,836
Transportation	\$8,040	\$8,245	\$7,665	\$7,123	\$5,296	\$2,848
<b>Resident Events</b>	\$15,331	\$30,758	\$25,895	\$13,312	\$10,250	\$217
Lifeguards for Resident Swim	\$13,565	\$4,470				
<b>Total Financial Benefit to Sudbury</b>	\$833,410	\$844,133	\$801,062	\$762,257	\$890,622	\$345,325
<b>Town's Annual Payment on Debt</b>	\$743,362	\$760,363	\$777,362	\$787,201.43		
<b>Intangibles</b>						
Sudbury Staff #'s	84	84	77	69	59	54
Sudbury Camper #'s	512	517	487	439	343	197
Scholarship Camper #'s	50	42	47	41	30	12
The 2021 Revenue share was \$338,940. Approximately \$164,000 of this was due to the PPP Loan						
The 2022 Revenue share was \$225,112. Approximately \$125,000 of this was due to the PPP Loan						

Attachment 3.7.e: 11e. Sewataro Financial Snapshot (6922 : Liberty Ledge / Sewataro Discussion and vote

Submitted to the Select Board: by Select Board Member Radha Gargeya, 2/22/2026

## Sudbury Select Board

### Liberty Ledge / Sewataro Advisory Committee

#### **Mission Statement:**

The Committee shall explore possible uses of this town-owned property and offer an advisory report on recommended uses to the Select Board.

#### **Members:**

- One Select Board member
- One member from each of the following communities
  - Recreation
  - Accessibility
  - Planning
  - Housing
- Two at-large members, appointed by either the Select Board or the Town Moderator.
- Town staff

All members are voting members except for the Town staff. After the Committee is fully formed, it will choose its Chair and Vice Chair.

As various town committees meet on Mondays, Tuesday, and Wednesdays, this Committee shall endeavor to meet regularly on Thursdays. The suggested meeting time is 7 PM for the convenience of the public and members. Sudbury TV will record the Committee's meetings.

#### **Goals and Objectives:**

The Committee will first start by making sure that every member of the Committee has read the Report of the Liberty Ledge / Sewataro Select Board Subcommittee. At the first meeting, if there are any questions, limited to the contents of the Report, such questions will be attempted to be answered at the second meeting.

From the second meeting onwards, the Committee will start its work in earnest. It is expected that the Committee will meet every two to three weeks.

There will be at least one meeting, and at most two meetings, which are solely devoted to gathering public input.

The Committee shall produce its report to the Select Board by 10/31/2026.

As this Committee needs to produce its report by the above date, it is expected that all members will attend all the meetings.

#### **Reporting Requirements (Deadlines, Including to whom, when (dates)):**

The Committee will report to the Select Board

- After fully formed and after its first meeting to give a status update

Submitted to the Select Board: by Select Board Member Radha Gargeya, 2/22/2026

- Subsequently, every two months
- To present its Report

As stated above, the Committee will produce its report by 10/31/2026.

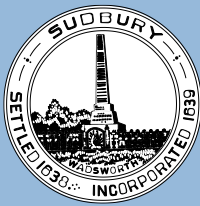
**Recommendations:**

All proposed options undergo at least two readings by the Select Board before the Select Board recommends further steps.

**Compliance with OML:**

The Committee will post, conduct and record its meetings in compliance with Massachusetts Open Meeting Law. The Committee shall keep approved minutes of all meetings and will request the Town that the approved minutes be posted to the Town website. The agendas for meetings shall be submitted to the offices of the Town Clerk, so that they can post the agenda notices for public display per OML. The Committee will request the Town that the agenda be posted to the Town Website.

DRAFT



SUDBURY SELECT BOARD

Tuesday, February 24, 2026

**MISCELLANEOUS (UNTIMED)**

**12: Release legal opinion regarding Haskell**

**Field**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Release legal opinion regarding Haskell Field

Recommendations/Suggested Motion/Vote: Release legal opinion regarding Haskell Field

Background Information:

Financial impact expected:

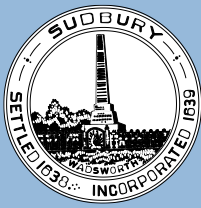
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Select Board Office                      Pending
- Town Manager's Office                  Pending
- Town Counsel                              Pending
- Select Board                                Pending
- Select Board                                Pending

02/24/2026 7:00 PM



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**MISCELLANEOUS(UNTIMED)**

**13: Review and Approve Minutes**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Review and Approve Minutes: December 16, 2025 January 6, 2026

Recommendations/Suggested Motion/Vote: Review and Approve Minutes:  
December 16, 2025  
January 6, 2026

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM

IN SUDBURY SELECT BOARD  
TUESDAY DECEMBER 16, 2025  
7:00 PM – HYBRID MEETING  
TOWN HALL, LOWER LEVEL  
322 CONCORD ROAD, SUDBURY MA 01776  
(Meeting can be viewed at [www.sudburytv.org](http://www.sudburytv.org))

Present: Chair Lisa Kouchakdjian, Vice-Chair Janie Dretler, Select Board Member Dan Carty, Select Board Member Charles Russo (Remotely), Select Board Member Radha Gargeya, Assistant Town Manager/Finance Director Victor Garofalo, Town Manager Andrew Sheehan

Chair Kouchakdjian called the meeting to order at 7:00 PM.

Roll call: Dretler-present, Carty-present, Gargeya-present, Russo-present, Kouchakdjian-present

#### **Opening Remarks by Chair**

- Select Board Office on 12/17/25; hosted by Board Members Carty and Gargeya
- Thanked Staff and volunteers for their work at the Sudbury Holiday Village; she and Board Member Gargeya were covering the Select Board table

#### **Reports from Town Manager**

- Announced Menorah lighting at Town Hall tomorrow evening at 7:00 PM
- Recent posting of Park & Recreation Department Director; creation of Department of Health and Services
- Thanked all for participating in the Sudbury Holiday Village

#### **Reports from Select Board**

Vice-Chair Dretler

- In light of recent tragedy, a difficult time for the Jewish community and her family
- Town Forum to be scheduled for mid-February; discussion to follow at future meeting

Board Member Gargeya

- Acknowledged success and good times at recent Sudbury Holiday Village
- Confirmed he and Board Member Carty will be conducting Select Board Office Hours on 12/17 at 7:00 PM

- Lighting of Menorah at Town Hall tomorrow at 5:00 PM; most important this year and sends a message for the recent tragedy in Australia

#### Board Member Carty

- Hoping for good turnout for the Menorah lighting event tomorrow
- Town Election taking place today
- Wished all blessed holidays

#### Board Member Russo

- Extended well wishes for happy holidays to all
- Noted the Sudbury Holiday Village was a great success

#### Public Comments

Resident Ralph Tyler, One Deacon Lane, spoke of the walkways/sidewalks Citizen's Petition Article and was pleased to see some progress at the recent Special Town Meeting, with the Article being revised for Annual Town Meeting in May. He stressed improved safety for all ages with the advancement of additional sidewalks.

Resident Manish Sharma, 77 Colonial Road, expressed his gratitude to Town Manager Sheehan in handling Eversource aspects. He stressed that roofing material costs have risen exponentially, and requested that explanation be provided regarding such costs and estimates. Mr. Sharma stated that he supports the Jewish community in consideration of recent events.

Resident Len Simon, 40 Meadowbrook Circle, thanked the Select Board and Staff for advancing live Select Board meetings, which is very important for the community.

#### Consent Calendar

**1. Vote to accept the Declaration of Restrictive Covenants and Grant of Easement regarding Stormwater Management System for the property at 86-92 Boston Post Road subject to the Stormwater Management Permit issued for the property.**

**2. Vote to grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Sunday, April 19, 2026, from 6:00 AM through approximately 7:45 AM, subject to Police Department safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the parade's conclusion.**

**3. Vote to renew the current Sunday Entertainment License for Bullfinch's, Inc., d/b/a Bullfinch's Restaurant, 730 Boston Post Road, for a live jazz trio, quartet, or quintet from 11:00 a.m. to 2:00 p.m. for the period of December 17, 2025 to December 31, 2026.**

**4. Vote, as the Licensing Authority for the Town of Sudbury, to renew the Alcoholic Beverages, Common Victualler and Entertainment licenses until December 31, 2026, and the Motor Vehicle Classes 1, 2, and 3 licenses until January 1, 2027, as shown on the attached lists.**

**5. Vote to declare various items from the Library, Senior Center, Public Works, Fire, and Human Resources Departments (as presented) be surplus material and authorize the removal and disposal of the material by sale through auction or bidding in accordance with Massachusetts procurement laws; and further to authorize the execution of any documentation required thereof.**

Vice-Chair Dretler motioned to approve Consent Calendar Items 1 through 5, as presented in the Select Board meeting packet. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve Consent Calendar Items 1 through 5, as presented in the Select Board meeting packet.

**Miscellaneous**

**6. Vote to appoint Gabriel Ciccariello of 9 Willis Road, to the Sudbury Housing Trust to serve the balance of a two-year term which began on June 1, 2025 and expires on May 31, 2027**

Present: Gabriel Ciccariello, 9 Willis Road

Mr. Ciccariello detailed that he had been working with housing programming for some 25 years and is looking forward to being a member of the Sudbury Housing Trust. He stressed the critical need for housing in the entire country, as well as in Sudbury.

Vice-Chair Dretler confirmed that the Housing Trust voted unanimously for the appointment of Mr. Ciccariello as member of the Housing Trust.

Board Member Gargeya thanked Mr. Ciccariello for sharing his extensive experience and asked about related priorities. Mr. Ciccariello responded that he would strive for increased affordable housing and other related options for the Town.

Board Member Carty asked Mr. Ciccariello about his housing redevelopment experience. Mr. Ciccariello mentioned his experience with the Medford Housing Authority and the Section 8 platform and was successful in obtaining added subsidies from Federal funding.

Board Member Russo thanked Mr. Ciccariello for bringing his experience to the Sudbury Housing Trust.

Vice-Chair Dretler motioned to appoint Gabriel Ciccariello of 9 Willis Road, to the Sudbury Housing Trust to serve the balance of a two-year term which began on June 1, 2025 and expires on May 31, 2027. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To appoint Gabriel Ciccariello of 9 Willis Road, to the Sudbury Housing Trust to serve the balance of a two-year term which began on June 1, 2025 and expires on May 31, 2027.

**7. Vote to appoint Kimberly Lezak of 246 Raymond Road, to the Sudbury Diversity, Equity, and Inclusion (DEI) Commission to serve the balance of a two-year term which began on June 1, 2025 and expires on May 31, 2027.**

Present: Kimberly Lezak, 246 Raymond Road

Ms. Lezak stated that she wants to help Sudbury be an inclusive Town; she noted she and her family had been welcomed to the Town in 2018 and has experience in public health as a clinician.

Board Member Russo thanked Ms. Lezak for her willingness in sharing her experience with Sudbury DEI.

Vice-Chair Dretler confirmed that she watched the DEI interview with Ms. Lezak and stated that the skill set that she would bring to DEI would be valuable.

Board Member Carty asked Ms. Lezak how she found out about the DEI vacancy. Ms. Lezak stated she found the advertised listing on the Town website.

Board Member Gargeya thanked Ms. Lezak for volunteering and asked her what she would want to bring to DEI. Ms. Lezak stated that she wished to bring the spirit of inclusion to the DEI Commission.

Vice-Chair Dretler motioned to appoint Kimberly Lezak of 246 Raymond Road, to the Sudbury Diversity, Equity, and Inclusion (DEI) Commission to serve the balance of a two-year term which began on June 1, 2025 and expires on May 31, 2027. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To appoint Kimberly Lezak of 246 Raymond Road, to the Sudbury Diversity, Equity, and Inclusion (DEI) Commission to serve the balance of a two-year term which began on June 1, 2025 and expires on May 31, 2027

### **8. Town Manager Report on Camp Sewataro**

Town Manager Sheehan presented the “Camp Sewataro Report and Recommendation,” dated December 16, 2025. He noted that the Board voted that he review the current agreement (expiring in 2027) with Camp Sewataro, LLC by a vote of 3-2 taken by the Board Members in September, 2025, and to also consider other possible options for the site.

Town Manager Sheehan confirmed that Camp Sewataro produces revenue for the Town, but does not cover the full debt service, but might after the year 2041. He provided history and associated finances associated with the Camp which was acquired by the Town from a previous long-time Camp Sewataro operator in 2019 for \$11.3 million dollars. The purchase was approved at the 2019 Sudbury Town Meeting by a two-thirds vote via an exclusion bond which will become due in 2041. Town Manager Sheehan confirmed the Camp is now in the 3<sup>rd</sup> year of term reflecting a period to expire on 9/9/27. He noted that 2025 revenue share to the Town totals \$328,584 and FY26 debt reflects \$731,763.00.

Town Manager Sheehan stated that other benefits to the agreement with Camp Sewataro includes an added \$491,261.00 in maintenance and property improvements, property insurance coverage, camp scholarships to Sudbury residents, resident events, including resident swimming.

Town Manager Sheehan provided possible options for the site, including:

Negotiate a 5-year extension for all or part of the property

Use as open space - allow the license agreement to expire; demolish existing buildings/facilities, proceed with unknown maintenance and loss of revenue.

Use as active recreation – likely demolish existing buildings/facilities, proceed with unknown maintenance and loss of revenue, with no capacity in the tax levy.

Combine active Recreation and Open Space – reflecting previous alterations to the site; loss of revenue.

Sell the property, with housing being the preferred option. Town could approve rezoning of the site, with development being some or all of the site.

Town Manager Sheehan recommended that a community-wide Camp Sewataro discussion be led by a Camp Sewataro Committee in order to bring a recommendation about the site to the 2027 Annual Town Meeting. He detailed that nine residents would be appointed to such a committee, adding that members could not be members of any other Town standing committee, Board or Commission.

Board Member Russo indicated that he was concerned about Sewataro Committee support and such committee could lack staff support. Town Manager Sheehan responded that such committee formation should start as soon as possible; and that James Goudie, of the Select Board office would be supporting the Committee.

Board Member Gargeya mentioned a timeline in consideration of a 2027 Town Meeting Sewataro Warrant Article.

Town Manager Sheehan stated that he would distribute the presented PowerPoint to the Board Members.

Chair Kouchakdjian recommended that Board Members continue the discussion at the next Select Board meeting on January 6, 2026.

### **9. Discussion of Potential 2026 Annual Town Meeting Warrant Articles**

Town Manager Sheehan commented that the Select Board was not sponsoring a Warrant Article at this time.

Board Member Carty offered to update CPC-sponsored articles.

Town Manager Sheehan stated that the Planning Board would be sponsoring a wireless services article to present at Annual Town Meeting.

### **10. Discussion of Transportation and Funding to Support Transportation Options**

Board Member Carty confirmed that the Catch Connect MWRTA (MetroWest Regional Transit Authority) transportation program is serving the community well and he would be presenting Sudbury ridership information as well as funding considerations to the Board at the next Select Board meeting on January 6, 2026.

Board Member Carty stated that funding of \$80,000 per year would be needed to continue the Catch Connect program for Sudbury. Vice-Chair Dretler commented that any additional data that MWRTA could provide would be most helpful.

Board Member Russo commented that this program is a critical service for certain members of the Sudbury community. Board Member Carty noted that taxi and Uber services have been used sparingly, and that Catch Connect services are free until July, 2026 when the fare might be increased to \$2.00.

Chair Kouchakdjian stated that she supports continued Catch Connect services, but has concerns about providing additional services for those in Town who require more extensive services.

### **11. Vote to Approve Employment Agreement with Town Manager**

Chair Kouchakdjian confirmed that the Town Manager's Employment Agreement with the Town had been approved by the Board in Executive Session and is now being ratified in Open Session.

Vice-Chair Dretler motioned to approve the Employment Agreement with Town Manager Sheehan. Board Member Gargeya seconded the motion.

It was on motion 4-1; Dretler-aye, Carty-no, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve the Employment Agreement with Town Manager Sheehan

### **12. Discussion and possible vote to approve proposed 2026 Municipal Update Newsletter Schedule of Deadlines for Select Board assignment, submission, and approval.**

Vice-Chair Dretler motioned to approve proposed 2026 Municipal Update Newsletter Schedule of Deadlines for Select Board assignment, submission, and approval. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve proposed 2026 Municipal Update Newsletter Schedule of Deadlines for Select Board assignment, submission, and approval

### **13. Review and Approve Minutes**

10/7/25 Select Board Minutes

Vice-Chair Dretler motioned to approve the Select Board minutes of 10/7/25, as edited. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve the Select Board minutes of 10/7/25, as edited

#### **14. Upcoming Agenda Items**

Items to discuss at the 1/6/26 Meeting:

- Proposed Transportation Services
- Camp Sewataro discussion
- DEI Commission Update

Items to discuss at the 1/20/26 Meeting:

- 250<sup>th</sup> Anniversary Committee Update
- Sidewalk program discussion

#### **Adjourn**

Vice-Chair Dretler motioned to adjourn the Select Board meeting. Board Member Carty seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Russo-aye, Gargeya-aye, Kouchakdjian-aye

VOTED: To adjourn the Select Board meeting

There being no further business, the Select Board meeting adjourned at 9:01 PM.

IN SUDBURY SELECT BOARD  
 TUESDAY JANUARY 6, 2026  
 7:00 PM, HYBRID MEETING  
 TOWN HALL, LOWER LEVEL  
 322 CONCORD ROAD, SUDBURY, MA 01776  
 (Meeting can be viewed at [www.sudburytv.org](http://www.sudburytv.org))

Present: Chair Lisa Kouchakdjian, Vice-Chair Janie Dretler, Select Board Member Dan Carty, Select Board Member Charles Russo, Select Board Member Radha Gargeya, Assistant Town Manager/Finance Director Victor Garofalo, Town Manager Andrew Sheehan

Chair Kouchakdjian called the meeting to order at 7:00 PM.

Roll call: Dretler-present, Russo-present, Carty-present, Gargeya-present, Kouchakdjian-present

#### **Opening Remarks by Chair**

- Hoped all had good holidays and extended good wishes for a Happy 2026
- LSRHS Agreement Committee will meet on 1/8/26; at the 1/20/26 she will provide updates to the Board
- Select Board Office Hours scheduled for 1/21/26 with she and Board Member Russo
- Annual Town Meeting scheduled for 3/30/26; Candidate Nomination papers and packets are now available in Town Clerk's Office, deadline to pull papers is 2/3/26, deadline to complete and submit papers is 2/9/26; Information regarding open seats can be found on the Town website
- Encouraged people to run for available office

#### **Reports from Town Manager**

- Wished all a Happy New Year
- Accessibility to the Haskell Field Playground will be restricted due to materials there not meeting thickness standards; installer agreed to correct the problem in April when the weather is warmer for installation
- Yesterday the SPS School Committee reached agreement with Units A, B, and C, reflective of three-year contracts
- Announced the Goodnow Library 24-7 Smart Lockers to allow for pickup of materials any time of day

**Reports from Select Board**

## Vice-Chair Dretler

- Wished all a Happy New Year
- Thanked Town Manager Sheehan and Finance Director Garofalo for their attendance at the SPS Contract Negotiation session for units A, B and C.

## Board Member Carty

- Extended a happy 2026 to all
- Happy to see the Fairbank ice rink installed again this year, per efforts of the Sudbury, Maynard and Stow hockey program in memory of John Polland who passed away some years ago

## Board Member Gargeya

- Extended good wishes to all for a happy new year upcoming ATM

## Board Member Russo

- Extended Happy New Year wishes to all
- Recognized that the holidays can be a challenging time for many
- Announced that Sudbury Little League baseball program is the third largest in the State, and was pleased to see the skating rink up and thanked DPW staff for their efforts

**Public Comment**

Resident Alicia Carrillo, 68 Basswood Avenue, stated that she appreciates Select Board Office Hours and hybrid Select Board meetings. She indicated she was happy to see the Town reevaluating the Camp Sewataro contract, noting that many residents are not happy with current as a camp. She opined that the site could be considered as an opportunity for lower-income families, including more affordable housing for Town employees.

Resident Manish Sharma, 77 Colonial Road, commented that the Select Board Office has idea about where the funding is coming from for the SPS roof projects. He inquired about other aspects of Town financing as well.

Resident Sarah O'Dor, 96 Warren Road, commented about sidewalks and addressed maintenance of existing sidewalks; she mentioned that ADA regulations should be followed and according to Sudbury Bylaw, there has not been enough snow to plow the sidewalks this year. She advocated for safe and ADA-compliant sidewalks.

Resident Anne Ritman, Colonial Road, agreed with Ms. O'Dor, noting that last year had been very dangerous on Town sidewalks and further consideration must be provided. She thanked Ms. O'Dor for her research.

Consent Calendar

1. **Vote to Accept the Resignation of Anna Newberg from the Council on Aging and to Send a Letter of Thanks for her Service.**
2. **Vote to Accept the Resignation of Donald Sherman from the Council on Aging and to Send a Letter of Thanks for his Service.**
3. **Vote to enter into the Town record and congratulate Ari Mitiguy and Julia Johnson of Scout Troop 65 for having achieved the high honor of Eagle Scout.**
4. **Vote to approve request for modification of Sudbury Landfill Cell Tower off Boston Post Road, as requested in a letter dated December 9, 2025, by Crown Castle.**

Board Member Carty requested that Agenda Item 4 be discussed later in the meeting. Board Members agreed to discuss Agenda Item 4 later in the meeting.

Vice-Chair Dretler motioned to approve Consent Calendar Items 1, 2 and 3. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve Consent Calendar Items 1, 2 and 3, as presented in the meeting packet.

5. **As the Licensing Authority for the Town of Sudbury, in accordance with MGL c138, s. 15, vote to approve a Change of Classification for Oishii Too Sushi Bar, Inc. d/b/a Oishii Too Sushi Bar, 365 Boston Post Road, from a Wine and Malt License to an All Alcohol License, as requested in an application dated November 25, 2025.**

Present: Tim Chiang, Owner

Vice-Chair Dretler motioned to open the Public Hearing, Change of Classification for Oishii Too Sushi Bar, Inc. d/b/a Oishii Too Sushi Bar, 365 Boston Post Road, from a Wine and Malt License to an All Alcohol License, as requested in an application dated November 25, 2025. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To open the Public Hearing, Change of Classification for Oishii Too Sushi Bar, Inc. d/b/a Oishii Too Sushi Bar, 365 Boston Post Road, from a Wine and Malt License to an All Alcohol License, as requested in an application dated November 25, 2025.

Board Members asked Mr. Chiang several questions related to the all alcohol license and related preparations.

Vice-Chair Dretler motioned to close the hearing, Change of Classification for Oishii Too Sushi Bar, Inc. d/b/a Oishii Too Sushi Bar, 365 Boston Post Road, from a Wine and Malt License to an All Alcohol License, as requested in an application dated November 25, 2025. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To close the Public Hearing, Change of Classification for Oishii Too Sushi Bar, Inc. d/b/a Oishii Too Sushi Bar, 365 Boston Post Road, from a Wine and Malt License to an All Alcohol License, as requested in an application dated November 25, 2025.

Vice-Chair Dretler motioned As the Licensing Authority for the Town of Sudbury, in accordance with MGL c138, s. 15, vote to approve a Change of Classification for Oishii Too Sushi Bar, Inc. d/b/a Oishii Too Sushi Bar, 365 Boston Post Road, from a Wine and Malt License to an All Alcohol License, as requested in an application dated November 25, 2025. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: As the Licensing Authority for the Town of Sudbury, in accordance with MGL c138, s. 15, vote to approve a Change of Classification for Oishii Too Sushi Bar, Inc. d/b/a Oishii Too Sushi Bar, 365 Boston Post Road, from a Wine and Malt License to an All Alcohol License, as requested in an application dated November 25, 2025.

**6. Vote to approve petition of NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8.**

Vice-Chair Dretler motioned to open the public hearing to approve petition of NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To open the public hearing to approve petition of NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8.

Board Member Carty acknowledged that the hearing for the NSTAR Electric Company hearing was not scheduled to open until 8:00 PM.

Vice-Chair Dretler motioned to suspend the public hearing for NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8 to 8:00 PM. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To suspend the public hearing for NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8 to 8:00 PM.

**7. Interview candidate for vacancy on the Energy and Sustainability Committee. Following interview, vote to appoint John Keklak of 12 West Street, to the Energy and Sustainability Committee to serve the balance of a three-year term that expires on May 31, 2029.**

Candidate John Keklak, 12 West Street, Sudbury

Mr. Keklak confirmed that he was a 30-year resident of Sudbury with an engineering background. He noted that he would be retiring soon and was very interested in being a member of the Energy and Sustainability Committee.

Board Members asked Mr. Keklak questions related to the appointment and thanked Mr. Keklak for his willingness to be a member of the Sudbury Energy and Sustainability Committee.

Vice-Chair Dretler motioned to appoint John Keklak of 12 West Street, to the Energy and Sustainability Committee to serve the balance of a three-year term that expires on May 31, 2029. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To appoint John Keklak of 12 West Street, to the Energy and Sustainability Committee to serve the balance of a three-year term that expires on May 31, 2029.

**11. Vote to determine if Earth Removal Board member Bill Ray can act impartially in a matter that he is determined to have a conflict of interest in per Massachusetts Ethics Law.**

Town Manager Sheehan provided related background, noting that several Earth Removal Board Members were in conflict about voting on the Board. Town Manager Sheehan noted that Mr. Ray is an abutter to the project currently being considered by the Earth Removal Board. He added that there would likely be at least one other membership position on the Board to be filled.

Select Board Members confirmed that Mr. Ray had been a member on the Earth Removal Board for many years. Town Manager Sheehan recommended that the item be continued to the Select Board meeting on 1/20/26, when additional information can be provided.

Chair Kouchakdjian announced that Agenda Item 11 would be continued to the Select Board meeting on 1/20/26.

**Consent Calendar (Continued)**

**4. Vote to approve request for modification of Sudbury Landfill Cell Tower off Boston Post Road, as requested in a letter dated December 9, 2025 by Crown Castle.**

Board Member Carty asked about the modification as mentioned. Town Manager Sheehan responded that material on the exiting cell tower pole was being replaced, and there would be no additional carriers added to the pole. He added that Staff carefully reviewed the request and no other changes were being proposed.

Vice-Chair Dretler motioned to approve request for modification of Sudbury Landfill Cell Tower off Boston Post Road, as requested in a letter dated December 9, 2025 by Crown Castle. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve request for modification of Sudbury Landfill Cell Tower off Boston Post Road, as requested in a letter dated December 9, 2025, by Crown Castle.

**6. Vote to approve petition of NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8. (Continued)**

At 8:01 PM, Vice-Chair Dretler motioned to open the public hearing to approve petition of NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To open the public hearing to approve petition of NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8.

Town Manager Sheehan explained the application was straightforward, is located at the corner of Butler Road and Fairbank Road – opposite the Park & Recreation section of the parking lot. He noted that the intent of the installation of the guide pole as a guide wire.

Resident Alicia Carrilo asked if the existing rotted tree (as confirmed), would be taken down. Chair Kouchakdjian responded could be presented to Eversource by Town Manager Sheehan.

Vice-Chair Dretler motioned to close the public hearing to approve petition of NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To close the public hearing to approve petition of NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8.

Vice-Chair Dretler motioned to approve petition of NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8, with the condition of removing the entire rotted tree. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve petition of NStar Electric Company d/b/a/ Eversource Energy for the purpose of obtaining a Grant of Location to install one (1) Anchor Guy pole #191/8, with the condition of removing the entire rotted tree.

**8. Discussion of Sidewalks and Walkways with DPW Director Tina Rivard**

Present: DPW Director Tina Rivard

Ms. Rivard reviewed the “Update on Sidewalk Inventory & Repair/Maintenance/Expansion Plans” presentation, dated 12/30/25. The presentation included four (4) appendices: APPENDIX A – Roadway Street Names without Walkways, APPENDIX B – Roadway Street Names without Walkways, APPENDIX C – Equipment Costs and APPENDIX D – Map of Sudbury’s Walkways.

Ms. Rivard confirmed there were 160 miles of public walkways in Sudbury, and 100 miles of those public walkways did not have walkways. She mentioned that the last sidewalk/walkway study for Sudbury was done in 2000 and the current estimate for sixteen (16) miles of walkway cost in excess of \$27 million dollars. She noted that next steps would involve updating the 2000 report and implementing a walkway prioritization plan and updating the Complete Streets Policy for the Town.

Ms. Rivard highlighted important considerations including: ADA compliance, connecting to various other paths/walkways, maintenance and receiving easement approval from various residents. Ms. Rivard confirmed that the State has increased funding for Complete Street projects to \$700,000 and the Town is working closely with MassDOT to advance such funding.

Board Members discussed funding efforts and ways to support such funding. Chair Kouchakdjian mentioned that reviewing the Town walkway topic yearly, would be beneficial.

### **9. Continue discussion on Sewataro/Liberty Ledge property and vote on next steps.**

Chair Kouchakdjian stressed the importance associated with “process” when considering the future of the Sewataro/Liberty Ledge property.

Board Member Gargeya stated that he appreciated the “Camp Sewataro Report & Recommendation” as presented by Town Manager Sheehan at the previous Select Board meeting. He stated that presenting all documentation associated with the site would be beneficial and initiating community input with two Select Board Members serving on a Liberty Ledge/Sewataro Select Board Subcommittee would reflect a good path going forward.

Vice-Chair Dretler commented that Town Manager’s presentation at the last Select Board meeting was very informative when considering possible options to the site and long-term planning. She referenced the “Liberty Ledge/Sewataro Select Board Subcommittee” document, which included establishing a related subcommittee to advise the Board by analyzing existing materials, planning studies and reviewing comparable expert perspectives regarding the site. She added that the Liberty Ledge/Sewataro Select Board Subcommittee would provide “a sound basis for informed deliberation by the Select Board,” and would provide a related written summary to report to the Select Board by April 14, 2026.

Board Member Carty asked about the significance of the April 14<sup>th</sup> date. Vice-Chair Dretler responded that it would take time to consider what the site review of the property and related matters.

Board Member Russo advocated for a full-Select Board Committee to review the status of Camp Sewataro and what the Board might recommend going forward. Board Member Carty agreed with Board Member Russo.

Chair Kouchakdjian stated that transparency would be essential to the whole process and the topic would be discussed by the Select Board at upcoming Select Board meetings.

Board Member Russo motioned that the full Select Board (5 members) share and review gathered Sewataro documentation at a scheduled meeting in February. Board Member Carty seconded the motion.

It was on motion 2-3; Dretler-no, Carty-aye, Gargeya-no, Russo-aye, Kouchakdjian-no.

VOTED: Not to vote in favor of the full Select Board (5 members) sharing and reviewing gathered Sewataro documentation at a scheduled meeting in February.

Vice-Chair Dretler motioned to create a Liberty Ledge/Sewataro Select Board Subcommittee, as discussed at this meeting; comprised of Board Members Dan Carty and Janie Dretler. Board Member Carty seconded the motion.

It was on motion 4-1; Dretler-aye, Carty-aye, Gargeya-aye, Russo-no, Kouchakdjian-aye

VOTED: To create a Liberty Ledge/Sewataro Select Board Subcommittee, as discussed at this meeting; comprised of Board Members Dan Carty and Janie Dretler.

### **10. Discussion on Funding for Transportation, Including Catch Connect**

Board Member Carty presented Sudbury transportation summary and spreadsheet reflective of Go Sudbury, Uber, taxi and increased ridership in the MWRTA (Metrowest Regional Transit Authority) Catch Connect Program.

Sudbury Board of Health memos were referenced, one from BOH Director stated that the need for public transportation in Sudbury was expected to continually increase over the next several years. The second BOH memo stressed that with the current financial conditions (increase in associated cost of living expenses, including transportation), Sudbury residents will continue to need public transportation in Town.

Board Member Carty acknowledged that grant funding and ARPA funds have contributed to described transportation funding and the transportation program has a remaining balance of \$155,063.26 and owes MWRTA \$80,000.00; leaving a balance of \$75,063.00, which will not cover the fiscal year funding for the transportation programs. Town Manager Sheehan stated that the balance could be funded by Free Cash, which has been done in the past. Town Manager Sheehan indicated that transportation funding would not require an override.

Board Members discussed possible funding options for Transportation services.

### **12. Discussion of Potential 2026 Annual Town Meeting Warrant Articles**

Town Manager Sheehan provided a listing of ATM 2026 Potential Warrant Articles, including articles that the Select Board might consider sponsoring.

Board Member Russo presented draft language regarding Town Sidewalk/Walkway stabilization fund language.

Vice-Chair Dretler suggested a possible ATM Article for funding consultation services for a Liberty/Ledge Sewataro Committee, when examining future options for the site.

After related discussion, Board Members agreed to continue the FY26 ATM Articles topic to the next Select Board Meeting.

### **13. Update from Policy & Procedures Subcommittee, vote to rescind outdated policies, and discussion of next steps for Subcommittee**

Chair Kouchakdjian thanked Town Manager Sheehan for putting together the “Updates on Outstanding Policies,” which details the Policies to be rescinded and several policies that will be further considered.

Vice-Chair Dretler motioned to rescind the existing Town Trust Fund Investment Policy, dated 6/28/1999; the Investment Guidelines, dated 9/6/2005 and to rescind the existing Training for Dispensers and Sellers of Alcoholic Beverages, dated 12/4/2000; and to adopt the Finance Policy, as drafted. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To rescind the existing Town Trust Fund Investment Policy, dated 6/28/1999; the Investment Guidelines, dated 9/6/2005 and to rescind the existing Training for Dispensers and Sellers of Alcoholic Beverages, dated 12/4/2000; and adopt the Finance Policy as drafted.

Select Board agreed that the Select Board Policy Subcommittee Members Lisa Kouchakdjian and Dan Carty process with examining older current policies that have not been updated.

#### **14. Review and Approve Minutes**

Board Members agreed to postpone review of Select Board Minutes to the next Select Board meeting.

#### **15. Upcoming Agenda Items**

For 1/20/26 Select Board Meeting:

- Energy and Sustainability Committee coming to the Board
- Continuation of Earth Removal Board issue
- Continue review of Select Board Handbook aspects, by sections
- DEI meet with the Board at the next Select Board meeting on 1/20/26
- Continue possible Board-Sponsored ATM Warrant Articles

For Future Meeting:

- Discussion with Sustainability Coordinator regarding possible grant funds

#### **16. Vote to close open session and enter Executive Session, pursuant to General Laws chapter 30A, §21(a) (exception 3), to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares: Engineers Union.**

Board Member Russo motioned to close open session and enter Executive Session, pursuant to General Laws chapter 30A, §21(a) (exception 3), to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares: Engineers Union. Board Member Carty seconded the motion.

It was on motion 5-0; Dretler-aye, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To close open session and enter Executive Session, pursuant to General Laws chapter 30A, §21(a) (exception 3), to discuss strategy with respect to collective bargaining or litigation if

an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares: Engineers Union

There being no further business to discuss, the meeting was adjourned at 11:23 PM.

IN SUDBURY SELECT BOARD

TUESDAY JANUARY 20, 2025

Remote

7:00 PM

ZOOM

(Meeting can be viewed at [www.sudburytv.org](http://www.sudburytv.org))

Present: Chair Lisa Kouchakdjian, Vice-Chair Janie Dretler, Select Board Member Dan Carty, Select Board Member Charles Russo, Select Board Member Radha Gargeya, Assistant Town Manager/Finance Director Victor Garofalo, Town Manager Andrew Sheehan

Chair Kouchakdjian called the meeting to order at 7:00 PM.

Roll call: Dretler-present, Carty-present, Russo-present, Gargeya-present, Kouchakdjian-present

**Opening Remarks by Chair**

- Announced Select Board Office Hours on January 21<sup>st</sup> at noon, with Board Member Russo and herself
- Encouraged residents to run for Town offices; last day to pull nomination papers is 2/5 and to be submitted to Town Clerk's Office by 2/9 with signatures
- Looking forward to attending MMA (MA Municipal Conference) beginning Thursday

**Town Manager Reports**

- FY27 Budget development process has begun; Operating and Capital budgets will be presented to the Select Board by 1/31
- Expecting initial State budget guidance at the MMA Conference
- Issued revised budget guidance for Town's three cost centers with 3.75% increase
- Will be discussing budgets at 2/3 meeting; Capital Night (joint meeting with FinCom and CIAC) scheduled for 2/23 and FY27 Budget Hearing to take place on 3/2

**Select Board Reports**

Vice-Chair Dretler:

- Continued cold weather and thanked Town for good work with cleaning roads and walkways
- Thanked Finance Director and Town Manager for working with the SPS School Committee

Board Member Carty:

- Acknowledged that it was fitting that DEI is meeting with the Select Board tonight in consideration of the timeliness with Martin Luther King Day

Board Member Gargeya:

- Announced he would be attending the MMA (MA Municipal Association) Conference for the first time
- Concurred temperatures are very cold and cautioned those who use space heaters to be careful
- Recognized remembering Martin Luther King yesterday; on 1/16 he and Board Member Russo attended the MLK Shabbat Rinah at Congregation Beth El; on 1/22 International Holocaust Remembrance Day to be led by Rabbi Joshua Brian Dahl from Congregation Beth El – Select Board Members would receive invitations to that event and museum is free that day
- Announced several 250<sup>th</sup> Anniversary events - on 1/5 the presentation of the Noble Artillery Train took place from Fort Ticonderoga to Dorchester Heights, presentation by Steve Glovsky at the Martha Mary Chapel on Martha Mitchell Chapel on Sunday, 1/25 at 4:00 PM and at approximately 5:15 PM there will be live firing of canon; on 2/15 at 4:00 PM there will be a presentation on the history of the Wayside Inn presented by Brian Plum at the Fairbank Community Center

Board Member Russo:

- Acknowledged that the MLK remembrance Shabbat Rinah service “Let Freedom Ring” at Congregation Beth El was moving and wonderful and the Interfaith Choir excellent – Martin Brauer did great work at the Holocaust remembrance, noting that the Heritage Museum reflects important work
- Noted that in consideration of rising energy costs, a related webinar is taking place now as sponsored by the Green Energy Consumer Alliance with information on the Town webpage
- Stated he would be attending the MMA conference, noting that one of the speakers will be Sudbury’s Town Meeting Moderator Katie McHugh, MMA Deputy Director

### **Public Comment**

Resident Ralph Tyler, One Deacon Lane, hopes the Town and the Petitioners can work together on Article 9 of the Town Meeting Warrant. He mentioned proposed language associated with the article, adding that words such as “trails” and “residential walkways” seemed to be better terms. Mr. Tyler mentioned funding options and asked that the Article be presented on the second night of Town Meeting in May.

Resident Len Simon, 40 Meadowbrook Circle, thanked the Town for forming a Liberty Ledge-Sewataro Subcommittee and applauded the Select Board Members who voted to advance it. He noted that the first meeting of the Subcommittee was comprehensive and thorough and presented great information about what other towns have done regarding land use.

Resident Alicia Carrillo, 68 Basswood Avenue, spoke of Liberty Ledge and thanked the Board for advancing the formation of the related subcommittee. She stated that long-term visioning was necessary and suggested going beyond a finite subcommittee number and to involve other Town departments.

Ms. Carrillo stated that she had attended the Sherman's Bridge visionary workshop in October and was glad to see that resident feedback is now being considered; and participants would share related comments with DPW Director Tina Rivard and Town Manager Sheehan. She directed the public to the Friends of Sherman's Bridge webpage and the Town website.

### Consent Calendar

**1. Vote to grant a one-day Wine & Malt license to Sudbury Meeting House, to accommodate a Southern Rail Concert Fundraiser on Saturday, January 31, 2026 from 6:00 PM to 9:00 PM at First Parish of Sudbury, 327 Concord Road, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability insurance.**

**2. Disclosure of Engineering Union Collective Bargaining Agreement**

**3. Approve Determination and Consent Pursuant to the Rules of Professional Conduct Governing Members of the Massachusetts Bar relative to KP Law's review of proposed revisions to the Lincoln Sudbury Regional School Agreement.**

**4. Review and vote designating Pelham Island Road, Landham Road, and Woodside Road as the U.S. Bicycle Route 1 through Sudbury.**

**5. Vote to accept the Declaration of Restrictive Covenant and Grant of Easement regarding Stormwater Management System for the property at 7 Fox Hill Drive subject to the Stormwater Management Permit issued for the property.**

Board Members agreed to discuss Consent Calendar items 3 and 4 later in the meeting.

Vice-Chair Dretler motioned to approve Consent Calendar items 1, 2 and 5, as presented in tonight's agenda packet. Board Member Carty seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve Consent Calendar items 1, 2 and 5, as presented in tonight's agenda packet

**6. Vote to determine if Earth Removal Board Member Bill Ray can act impartially in a matter in which he is determined to have a conflict of interest, per Massachusetts Ethics Law**

Present: Bill Ray, Earth Removal Board Member; Adam Burney, Director of Planning and Community Development

Mr. Ray stated he could act as an impartial Board Member and would be pleased to participate, as needed.

Town Manager Sheehan stated that the Earth Removal Board needed two additional members; as other members had conflict issues.

Mr. Burney confirmed that the existing two members have conflict, and Mr. Ray is an abutter to the project in consideration; the Earth Board has been seeking two additional members since October.

Board Member Russo inquired about the proposed project. Mr. Burney responded that Planning had granted a stormwater permit and the project involves removal/grading of an existing mound of dirt which

has been there for a long time and inside the Sudbury line. He explained that a removal permit would be required in order to alter the area where the mound is.

Vice-Chair Dretler asked about the approximate size of the mound. Mr. Burney confirmed the mound was 500 square feet. Town Manager Sheehan provided a graph of the site, adding that most of the substation is located in Maynard.

Board Member Gargeya asked if there would be traffic interruption. Mr. Burney commented that Eversource noted that most traffic would be going through Maynard.

Board Member Russo noted that Mr. Ray had been on the Earth Removal Board for many years and thanked him for wanting to remain on the Board.

Board Member Carty thanked Mr. Ray for his service and advocated for a change in the Earth Removal Board voting quorum to reflect a three-of-five member majority.

Board Member Russo motioned to determine that Bill Ray can act impartially regarding the matter at hand at Cranberry Circle. Board Member Gargeya seconded the motion.

It was on motion 3-1-1; Russo-aye, Gargeya-aye, Carty-no, Dretler-abstain, Kouchakdjian-aye

VOTED: To determine that Bill Ray can act impartially regarding the matter at hand at Cranberry Circle

**7. Interview candidate for appointment to the Earth Removal Board. Following interview, vote to appoint Kirsten Roopenian of 45 Harness Lane, to the Earth Removal Board to serve the balance of a one-year term that expires on May 31, 2026**

Present: Resident Kirsten Roopenian

Ms. Roopenian stated she stepped up because currently the Earth Removal Board lacks a quorum and she was familiar with the nature of the project and did view the site. She stated that she would be happy to serve on the Board until May.

Board Members agreed that Ms. Roopenian would be a qualified addition to that Board.

Vice-Chair Dretler motioned to appoint Kirsten Roopenian of 45 Harness Lane, to the Earth Removal Board to serve the balance of a one-year term that expires on May 31, 2026. Board Member Carty seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To appoint Kirsten Roopenian of 45 Harness Lane, to the Earth Removal Board to serve the balance of a one-year term that expires on May 31, 2026

### **8. Joint meeting with the Diversity, Equity, and Inclusion Commission (DEIC). DEIC to provide update**

Present: Co-Chair Janine Taylor, Co-Chair Safa Khan, Isaac Tesfay, Kim Lezak

Ms. Taylor presented the updated DEI report and announced DEI participation in a regional workshop with several communities, “Building Connections – Effective Tools for Community Conversations”) with two sessions to be held on March 1 and March 8, 3:00 PM to 4:30 PM. Ms. Taylor noted that 25 seats have been allocated to Sudbury and she extended invitations to Select Board members, Chief of Police, Human Resource Director, Town Manager, Town Social Worker, School Superintendents, Chairs of Sudbury School Committees, member James Goudie, COD liaison Elizabeth Struck, Goodnow Library Director, Member of Sudbury Pride, Member from Sudbury Social Justice and Member from Sudbury Interfaith Clergy Association.

Ms. Taylor presented a proposed essay composition for LSRHS students and other youths who reside in Sudbury, with the essay theme being related to community social/racial justice. She provided detail regarding awards for contestants and asked if ARPA funding could be provided for the awards.

Members discussed essay competition funding. Board Member Gargeya mentioned the student 250<sup>th</sup> essay contest and associated three winners, which was and open to all Sudbury residents, whether they attended Sudbury schools or not. He indicated that ARPA funding would be good.

Vice-Chair Dretler asked if ARPA funding would be appropriate. Town Manager Sheehan stated he would not be able to provide an answer to such funding tonight. Mr. Garofalo indicated the proposal might not be ARPA-eligible.

Members discussed other potential funding sources as well, including fund-raising possibilities.

Board Member Gargeya motioned that the Select Board appropriate a certain amount of money up to \$900.00 for the DEI essay contest. Board Member Carty seconded the motion.

It was on motion 4-0-1; Dretler-abstain, Carty-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: That the Select Board appropriate a certain amount of money up to \$900.00 for the DEI essay contest

### **9. Discussion and possible vote on DEI Commission’s Mission Statement**

Ms. Taylor stated that she would consider related suggestions from the Board regarding a DEI mission statement, especially in consideration of new DEI members.

Related discussion took place and included advisory role conservation. Members discussed related advisory language.

Ms. Taylor commented that she was fine with reducing the number of DEI members.

Select Board Members were in agreement with the Select Board continuing to serve in the DEI advisory role.

Vice-Chair Dretler motioned to approve the amendment of the DEI Commission Statement, as amended with seven (7) members. Board Member Carty seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve the amendment of the DEI Commission Statement, as amended with seven (7) members

**12. Discussion of Potential 2026 Annual Town Meeting Warrant Articles; vote on articles sponsored by the Board and vote to authorize Town Manager to submit articles on Board's behalf**

Town Manager Sheehan confirmed that the Warrant would close on 1/30 at noon, with publication slated for February.

Hearing Reports Article

Vice-Chair Carty motioned to sponsor the Hearing Reports Article. Board Member Russo seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To sponsor the Hearing Reports Article

FY27 Stabilization Fund

Board Member Carty motioned to sponsor the FY27 Stabilization Fund. Board Member Russo seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To sponsor the FY27 Stabilization Fund

General Bylaw Article Chapter 11

Board Member Russo motioned to place the General Bylaw Chapter 11 on the Town Warrant. Vice-Chair Dretler seconded the motion.

It was on motion 4-1; Carty-no, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To place the General Bylaw Chapter 11 on the Town Warrant

Transportation Article

Board Member Carty motioned to place the Transportation Article on the Town Warrant. Board Member Dretler seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To place the Transportation Article on the Town Warrant

### Vocational Education Fund

Board Member Carty motioned to place the Vocational Education Fund Article on the Town Warrant. Board Member Russo seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To place the Vocational Education Fund Article on the Town Warrant

Chair Kouchakdjian suggested drafting a letter to the area vocational schools with Town Manager Sheehan. Board Members agreed.

### Funding for Liberty Ledge/Sewataro Study.

Board Member Russo commented that the subcommittee assignment had not been completed. Vice-Chair Dretler responded that a vote by the Board would serve as a placeholder.

Vice-Chair Dretler motioned to place the Funding for Liberty Ledge/Sewataro Study Article on the Town Warrant. Board Member Gargeya seconded the motion.

It was on motion 3-2; Carty-no, Dretler-aye, Gargeya-aye, Russo-no, Kouchakdjian-aye

VOTED: To place the Funding for Liberty Ledge/Sewataro Study Article on the Town Warrant

### Sidewalk Stabilization Fund (Proposed by Board Member Russo)

Board Member Russo motioned to add to the Sidewalk Stabilization Fund Article to the Town Warrant. Board Member Carty seconded the motion.

Vice-Chair Dretler asked Board Member Russo if he worked with Town Manager and Finance Director regarding the proposed article. Board Member Russo responded not. Vice-Chair Dretler recommended that discussion continue regarding the proposed article. Board Member Carty commented that voting the article could be used as a placeholder.

It was on motion 2-3; Carty-aye, Dretler-no, Gargeya-no, Russo-aye, Kouchakdjian-no

VOTED: To not add the Sidewalk Stabilization Fund Article to the Town Warrant

Board Members concurred that consideration of the Dog Bylaw should be handled by Staff.

### **10. Sudbury 250<sup>th</sup> Committee Update**

Board Member Gargeya reviewed the “Sudbury 250 Committee,” “Sudbury 250 Resolution” and a proposal to include the voice of the Town at Town Meeting in May. Board Member Carty suggested that the voiced reading take place at the beginning of Town Meeting.

Members reviewed presented language. All Members were in favor of the reading at Town Meeting.

Vice-Chair Dretler motioned to place the Sudbury 250 Resolution on the Town Warrant. Board Member Carty seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To place the Sudbury 250 Resolution on the Town Warrant

### **11. Discuss and vote to approve Board and Committee Handbook**

Members agreed to postpone review to the next meeting

### **13. Update on Town Forum**

Vice-Chair Dretler announced that Adam Burney will be Staff lead at the Open Space Forum and Staff from the Board of Health and Conservation will be on the panel.

The Forum is scheduled for Thursday, February 26<sup>th</sup> at 7:00 PM, via remote mode.

### **14. Liberty Ledge/Sewataro Subcommittee update and discussion regarding next steps**

Board Member Carty mentioned that the Subcommittee was off to a good start and he would be making additions, and including associated finance aspects such as costs, revenues, maintenance, ADA accessibility and comparisons to other sites in Town. He stressed that the subcommittee charge was to prepare information for the Select Board. He questioned public comment in subcommittees and recommended not to include public comment. Vice-Chair Dretler stated that she was inclined to include public comment to keep it as transparent as possible.

Board Members discussed the public comment aspect.

Vice-Chair Dretler motioned to allow public comment at the Subcommittee meetings. Board Member Gargeya seconded the motion.

It was on motion 3-2; Carty-no, Dretler-aye, Gargeya-aye, Russo-no, Kouchakdjian-aye

VOTED: To allow public comment at the Subcommittee meetings

### **15. Designate Select Board member or staff to prepare Annual Town Report**

Town Manager Sheehan volunteered to complete the Annual Town Report.

### **16. Discuss topic assignments for Winter Municipal Update Newsletter**

Vice-Chair Dretler – Article on Liberty Ledge

Board Member Carty – Article on Liberty Ledge

Board Member Russo – Carding Mill Building and damn article

Board Member Gargeya – SPS art by students article

Chair Kouchakdjian – Curse of the Bambino article

### **17. Review and Approve Minutes**

**10/22/25**

Vice-Chair Dretler motioned to approve the 10/22/25 Minutes, as edited. Board Member Carty seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve the 10/22/25 minutes, as edited

#### **11/4/25**

Vice-Chair Dretler motioned to approve the 11/4/25 Minutes, as edited. Board Member Carty seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve the 11/4/25 minutes, as edited

#### **11/12/25**

Vice-Chair Dretler motioned to approve the 11/12/25 Minutes, as presented. Board Member Carty seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve the 11/12/25 minutes, as presented

#### **12/9/25**

Vice-Chair Dretler motioned to approve the 12/9/25 Minutes, as edited. Board Member Carty seconded the motion.

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To approve the 12/9/25 minutes, as edited

### **18. Upcoming Agenda Items**

On 2/4/26 Meeting:

Handbook – 2/4

Sustainable Sudbury resolution – used paint program - Paint Recovery Resolution

Update from Energy and Sustainability

Overview of CPC Articles

Counsel Contract renewal

### **Consent Calendar items**

#3 and #4

Item #3 - Chair Kouchakdjian confirmed that both Lincoln and Sudbury are represented by KP Law, which could be conflictive. Vice-Chair Dretler added that a different legal representative was secured for Sudbury.

Chair Kouchakdjian commented that the Board must decide if they want to continue with KP Law services. Town Manager Sheehan suggested postponing that discussion to the February 3<sup>rd</sup> meeting.

Item #4 – Board Member Carty indicated that safety aspects were not mentioned in the agenda item. Town Manager Sheehan agreed to reach out to Public Safety regarding this item and continue this conversation to an upcoming meeting.

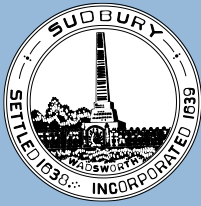
### **Adjourn**

Vice-Chair Dretler motioned to adjourn the Select Board meeting. Board Member Carty seconded the motion

It was on motion 5-0; Carty-aye, Dretler-aye, Gargeya-aye, Russo-aye, Kouchakdjian-aye

VOTED: To adjourn the Select Board meeting

There being no further business, the meeting ended at 11:55 PM.



SUDBURY SELECT BOARD  
Tuesday, February 24, 2026

**MISCELLANEOUS(UNTIMED)**

**14: Upcoming Items**

REQUESTOR SECTION

Date of request:

Requested by: Maria Cataloni

Formal Title: Upcoming Items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

02/24/2026 7:00 PM

**POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS**

MEETING/EVENT	DESCRIPTION
February 2026	Fourth of July
Future items/TBD	Camp Sewataro financial review
	Vocational Education discussion
	State Police crime lab
	Town Manager project portfolio
	Route 20 Update
	Annual goal setting
	Combined facilities working group update
	Steps for embarking on a new school building (Added to CIP)
	School civics projects (Jan 2026)
	Fairbank Community Center utilization and optimization
	ADA transition plan
	Quarterly meeting and update with key Select Board formed committees including Transportation Committee, DEIC, Sudbury 250 Committee, RTAC, E&S Committee, Cable Advisor, Memorial Day Committee, September 11 Committee. Other SB appointed committees include PBC, Ponds and Waterways, Housing Trust, HDC, ZBA, Traffic Safety Coordinating Committee, Board of Registrars, CIAC, COD, Cultural Council, Earth Removal Board, LARC, LEPC.
	KPI policy discussion follow up
	MWRA Expansion Study
	Broadacres Property: next steps
	Bike shuttle program
	Pets in cemeteries
	Review/approve/release Executive Session minutes re: Eversource
	Quarterly review of approved Executive Session Minutes for possible release (February, May, August and November).
	Solar Panels
	Town Hall renovation
	Work Session with Town Counsel: Select Board/Town Manager Code of Conduct and other procedural training - Policy Subcommittee
	Remote Meeting Policy <b>(not needed until June 2027)</b>

Attachment 3.10.a: 14. Upcoming agenda items 2.24.26 (6938 : Upcoming Items)