



Town of Reading Meeting Posting with Agenda

RECEIVED
TOWN CLERK
READING, MASS.

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2014-05-27

Time: 7:00 PM

2014 MAY 21 P 1: 38

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Meeting Called By: Paula Schena on Behalf of Chairman John Arena

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.

Topics of Discussion:

- 1) **Reports and Comments**
 - a. Selectmen's Liaison Reports and Comments
 - b. Public Comment
 - c. Town Manager's/Assistant Town Manager's Report
- 2) **Open Session for topics not reasonably anticipated 48 hours in advance of the meeting**
- 3) **Proclamations/Certificates of Appreciation**
- 4) **Personnel & Appointments**
 - a. Officer Badge Pinning 7:20
- 5) **Discussion/Action Items**
 - a. Hearing – Approve FY15 Classification and Compensation Plans 7:30
 - b. Lyme Disease Mitigation Strategy 7:45
 - c. Town Forest Committee 8:00
 - d. Review Regionalization 8:30
 - School Nutrition Director
 - Community Services
 - Assessors
 - e. Approve Outdoor Dining for D'Amici's Bakery, 614 Main Street 8:45
 - f. Approve Outdoor Dining for Orange Leaf, 610 Main Street 9:00
 - g. Discuss Selectmen's Policy on BYOB 9:15
 - h. Liquor Junction Request for Extension of Deadline to Fully Perform 9:30
 - i. Discuss Friends and Family Day 6/14, 11am – 3 pm 9:45

This Agenda has been prepared in advance and represents a listing of topics that the chair reasonably anticipates will be discussed at the meeting. However the agenda does not necessarily include all matters which may be taken up at this meeting.



Town of Reading Meeting Posting with Agenda

- 6) **Approval of Minutes**
 - a. April 15, 2014
 - b. May 13, 2014
 - 7) **Licenses, Permits and Approvals**
 - 8) **Executive Session**
 - a. To consider the purchase, exchange, lease or value of real property
 - 9) **Correspondence**
 - a. Email from Bob LeLacheur to Representatives James Dwyer and Brad Jones re: Senate Budget Amendment 89
- copy

DRAFT - BOARD OF SELECTMEN			
2014	AGENDAS		2014
5/22/2014		Staff Responsibility	Estimated Start time
	May 27, 2014		
	Officer Badge Pinning	Cormier	7:20
HEARING	Approve Classification & Compensation	Roberts	7:30
	Lyme Disease mitigation strategy	Clay	7:45
	Town Forest Committee	Zager	8:00
	Review Regionalization		8:30
	School Nutrition Director	DeLai	
	Community Services	LeLacheur	
	Assessors	LeLacheur	
	Approve outdoor dining for D'Amici's Bakery, 614 Main Street	LeLacheur	8:45
	Approve outdoor dining for Orange Leaf, 610 Main Street	LeLacheur	9:00
	Discuss Selectmen's policy on 'BYOB'	LeLacheur	9:15
	Liquor Junction request for extension of deadline to fully perform	LeLacheur	9:30
	Discuss Friends & Family Day 6/14 11am-3pm	LeLacheur	9:45
Executive Session	Sale, purchase or lease of property		
	June 10, 2014		
Office Hour	John Arena		6:30
Certificate	Josephine Milano 100th Birthday		
	Approve Regional Health agreement (1yr)	LeLacheur	7:20
	Sunnyside/Fairview stop sign	Cormier	7:25
	Town Counsel Interviews	Arena	8:00
	Charter Committee - BOS input	LeLacheur	9:30
EXECUTIVE SESSION	To discuss strategy with respect to collective bargaining	LeLacheur	9:30
	June 24, 2014		
	Town Accountant Report	Angstrom	7:20
	Appoint Town Counsel	Arena	7:30
	Appointments of BCCs	VASC	7:45
	Preview FY16 Town Manager Goals		8:15

	Planning for BOS Appointed Boards, Committees & Commissions Workshop	Arena	9:00
EXECUTIVE SESSION	To discuss strategy with respect to collective bargaining	LeLacheur	9:30
	July 15, 2014	WORKSHOP	
Office Hour	John Halsey		6:30
	Reading Little League - requested field changes		7:30
	Zoning Workshop		8:00
	Zoning Advisory Committee	West	
	Zoning Advisory Committee - BOS input	LeLacheur	
	July 29, 2014		
	Review FY15 Town Manager Goals		
	Town Manager Evaluation		
	Finalize FY16 Town Manager Goals		
	July 30, 2014 Financial Forum I	tentative	
	August 19, 2014		
Office Hour	Kevin Sexton		6:30
	September 2, 2014		
Office Hour	Dan Ensminger		6:30
	September 10, 2014 Financial Forum II	tentative	
	September 16, 2014		
	Close Warrant for Subsequent Town Meeting		7:30
	Private/Public Road discussion		8:00
	September 30, 2014	WORKSHOP	
	Town Accountant Report	Angstrom	7:30
	Discuss Remote Participation Policy	LeLacheur	7:45
	Enterprise Funds Workshop		8:00
		Water	LeLacheur
		Sewer	LeLacheur
		Storm Water	LeLacheur
	October 14, 2014		
Office Hour	Marsie West		6:30
	Tax Classification preview	Santaniello	7:30
	Vote TM Warrant Articles		8:00

	October 28, 2014		
HEARING	Tax Classification	Board of Assessors	7:30
	October 29, 2014 Financial Forum III		
	November 4, 2014 - Election		
	Subsequent Town Meeting November 10, 2014	Monday	
	Town Meeting November 13, 2014	Thursday	
	Town Meeting November 17, 2014	Monday	
	Town Meeting November 20, 2014	Thursday	
	November 25, 2014		
Office Hour	John Arena		6:30
	Approve licenses		
	Review FY16 Town Manager Goals		
	December 9, 2014		
Office Hour	John Halsey		6:30
	December 23, 2014		
Future Agendas			
	Strout Avenue Master Plan (after Town Forest planning work is done)	Feudo	
	Technology Update	Furilla	
Recurring Items			
	Close Town Meeting Warrants	by Sep 23/Nov	
		by Mar 3/April	
	Review BOS/TM Goals	Mar-July-Dec	Tri-ann
	Review Customer Service survey results	Feb & Aug	Semi-ann
	Review Regionalization efforts	June	Annual
	Appointments of BCCs	June	Annual
	Approve Classification & Compensation	June	Annual
	Appoint Town Counsel	June	Annual
	Tax Classification Hearing	October	Annual
	Approve licenses	December	Annual

Reports to BOS			
	Town Accountant Report		Qtrly
	RCTV members Report		Semi-ann
	CAB (RMLD) member Report		Semi-ann
	MAPC member Report		Semi-ann
	BOS Appointed Boards, Committees & Commissions	NEW	Annual
	Reading Housing Authority Report		Annual
	Reading Ice Arena Report		Annual

LeLacheur, Bob

From: Feudo, John
Sent: Thursday, May 22, 2014 8:39 AM
To: LeLacheur, Bob
Cc: Goldy, Stephen home account
Subject: FSF Date

Hi Bob,

I am told the BOS is supposed to vote the date of the FSF. The committee recommends Sunday, September 7th – 12:00 – 4:00 PM. Please slip this on the agenda when possible. Of course the Pats play at 1.

Thanks!

John

John A. Feudo

Recreation Administrator

Town of Reading

Office: 781-942-9075

Fax: 781-942-5441

jfeudo@ci.reading.ma.us

Website: www.readingma.gov/recreation

Please note new Town Hall Hours effective June 7, 2010: Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m. Tuesday: 7:30 a.m. - 7:00 p.m. Friday: CLOSED

Please let us know how we are doing - fill out our brief customer service survey at <http://readingma-survey.virtualtownhall.net/survey/sid/19ab55aed08fbc96/>

Schena, Paula

From: LeLacheur, Bob
Sent: Wednesday, May 21, 2014 6:27 PM
To: Schena, Paula
Subject: FW: [MPOINFO] Public Comment Time - TIP and UPWP & public meetings scheduled
Attachments: Flyer 5_14.pdf; Flyer 5_14 SP.pdf; Flyer 5_14 Por.pdf; Flyer 5_14 CH.pdf; Press Release TIP-UPWP Public Review.pdf

email for BOS packet:

From: Pam Wolfe [pwolfe@ctps.org]
Sent: Wednesday, May 21, 2014 3:57 PM
To: mpoinfo@ctps.org
Cc: pwolfe@ctps.org; Maureen Kelly; David Fargen
Subject: [MPOINFO] Public Comment Time - TIP and UPWP & public meetings scheduled

Attached please find information about the Public Comment Period on the Boston Region Metropolitan Planning Organization's draft FFY 2015 – 18 Transportation Improvement Program and draft FFY 2015 Unified Planning Work Program and the related public meetings to gather comments. Thank you.

PUBLIC NOTICE

FOR IMMEDIATE RELEASE

May 21, 2014

Contact: Maureen Kelly
Boston Region Metropolitan Planning Organization

Telephone: 617-973-7100
Email: mkelly@ctps.org

Public Review Period for Transportation Improvement Program and Unified Planning Work Program Begins May 21

The Boston Region Metropolitan Planning Organization (MPO) has released two documents for a 30-day public review period. Members of the public are invited to provide comments on the federal fiscal years (FFYs) 2015–18 Transportation Improvement Program (TIP)—the plan to finance transportation projects in the Boston Region over the next four years; and the FFY 2015 Unified Planning Work Program (UPWP)—the plan for funding transportation studies in the coming year.

The public review period will begin on Wednesday, May 21, and will close at 5:00 PM on Thursday, June 19, 2014. During the public review period the MPO will hold several public meetings to answer questions and listen to comments about the draft documents:

- June 12: Pleasant Street Center, 49 Pleasant Street, Reading from 5:30 PM to 7:00 PM
- June 17: State Transportation Building, 10 Park Plaza, Suite 2150, Boston from 12:30 PM to 2:00 PM (Session One) and 4:30 PM to 6:00 PM (Session Two)
- June 18: Randolph Town Hall, 41 South Main Street, Randolph from 5:30 PM to 7:00 PM

The MPO is planning to take action on these draft documents at its meeting scheduled for June 26, 2014 at 10:00 AM in conference rooms 2 and 3 of the State Transportation Building, 10 Park Plaza, in Boston. Members of the public are invited to attend. Comments on the draft documents will be

accepted in writing at the address below before the close of the public comment period, and in writing or orally at the meeting.

For details, including information on the meeting and copies of the draft documents, refer to the [MPO website](#), www.bostonmpo.org, beginning May 21. Copies of the documents also may be obtained by contacting MPO staff by the means listed below. Copies are free of charge and, upon request, will be made available in CD, print, and accessible formats.

To submit a comment or to request a copy of the document, please contact the MPO staff:

Boston Region Metropolitan Planning Organization
State Transportation Building
10 Park Plaza, Suite 2150
Boston, MA 021163968

Voice: 617-973-7100
Fax: 617-973-8855
TTY: 617-973-7089
Email: publicinformation@ctps.org

The MPO complies with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA) of 1990, and other federal and state nondiscrimination statutes and regulations in all programs and activities. The MPO does not discriminate on the basis of race, color, national origin, English proficiency, income, religious creed, ancestry, disability, age, gender, sexual orientation, gender identity or expression, or military service.

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You received this message because you are subscribed to the Google Groups "MPOINFO" group. To unsubscribe from this group and stop receiving emails from it, send an email to mpoinfo+unsubscribe@ctps.org.

MPO Public Outreach

You can provide input to the future of transportation in the Boston region at upcoming public workshops.

Please attend and share your views.

Staff from the Boston Region Metropolitan Planning Organization (MPO) will answer questions and gather comments about important regional transportation planning documents that will be available for public review and comment through June 19, 2014.

- The draft federal fiscal years 2015–18 Transportation Improvement Program (TIP)
- The draft federal fiscal year 2015 Unified Planning Work Program (UPWP)

The TIP establishes the list of highway and transit projects in the Boston region that will receive federal funding. The UPWP establishes the list of transportation-planning studies to be conducted in the region.

You may view the documents at <http://www.bostonmpo.org/Drupal/calendar>



Workshop Information

Thursday, June 12

5:30 – 7:00 PM

Pleasant Street Center, Reading

- 49 Pleasant Street, Reading
- Accessible via the MBTA's Haverhill Commuter Rail Line (Reading Station) and also by MBTA Orange Line (Oak Grove Station), combined with MBTA bus Route 137 to Reading Center.

Tuesday, June 17

12:30 – 2:00 PM and 4:30 – 6:00 PM

(two sessions)

State Transportation Building, Suite 2150

- 10 Park Plaza, Boston, MA.
- Accessible via the Orange and Silver lines (Tufts Medical Center), the Green Line (Boylston or Arlington Station), and MBTA bus Routes 43 and 55.
- A photo ID is required to access the building.

Wednesday, June 18

5:30 – 7:00 PM

Randolph Town Hall, Lincoln Room

- 41 South Main Street, Randolph
- Accessible from Boston via the MBTA's Red Line (Ashmont Station), and MBTA Bus 240 (Crawford Square Randolph via N. Main.)

See mbta.com for more details

104

MPO meeting sites are accessible to people with disabilities and are near public transportation. Upon request (preferably two weeks in advance of a meeting), every effort will be made to provide accommodations such as assistive-listening devices, materials in accessible formats and in languages other than English, and interpreters of American Sign Language and other languages. Please contact the MPO staff at **617.973.7100 (voice)**, **617.973.7089 (TTY)**, **617.973.8855 (fax)**, or **publicinformation@ctps.org**.

Difusión Pública de la MPO

Ud. puede aportar iniciativas para el futuro del transporte en la región de Boston en los próximos talleres públicos.

Por favor concorra y comparta sus puntos de vista.

Personal de la Organización de Planificación Metropolitana de la Región de Boston (MPO) responderá a sus preguntas y recopilará comentarios sobre importantes documentos de planificación del transporte regional, que estarán disponibles para que el público los analice y comente hasta el 19 de junio de 2014.

- El borrador del Programa de Mejora del Transporte (TIP) para los años fiscales federales 2015-18
- El borrador del Programa de Trabajo de Planificación Unificada para el año fiscal federal 2015 (UPWP)

El TIP establece la lista de los proyectos de autopistas y tránsito en la región de Boston que recibirán fondos federales. El UPWP establece la lista de estudios de planificación del transporte que se llevarán a cabo en la región.

Puede consultar estos documentos en <http://www.bostonmpo.org/Drupal/calendar>



Información de los Talleres

Jueves 12 de junio

5:30 – 7:00 PM

Pleasant Street Center, Reading

- 49 Pleasant Street, Reading
- Acceso mediante la línea suburbana Haverhill de MBTA (estación Reading) y también por la línea Naranja de MBTA (estación Oak Grove) en combinación con el autobús de la ruta 137 de MBTA al centro de Reading.

Martes 17 de junio

12:30 – 2:00 PM y 4:30 – 6:00 PM

(dos sesiones)

State Transportation Building, Suite 2150

- 10 Park Plaza, Boston, MA.
- Acceso mediante las líneas Naranja y Plateada (Centro Médico Tufts), la línea Verde (estaciones Boylston o Arlington) y los autobuses de las rutas 43 y 55 de MBTA.
- Deberá presentar una identificación con fotografía para acceder al edificio.

Miércoles 18 de junio

5:30 – 7:00 PM

Randolph Town Hall, Lincoln Room

- 41 South Main Street, Randolph
- Acceso desde Boston por la línea Roja de MBTA (estación Ashmont) y el autobús 240 (Crawford Square Randolph vía N. Main).

Por más detalles, visite mbta.com

106

Los lugares de reunión de la MPO tienen previsto el acceso para personas con discapacidades y están próximos al transporte público. Para los que lo soliciten (con preferencia con dos semanas de anticipación a la reunión), se realizarán todos los esfuerzo posibles para brindar facilidades tales como dispositivos de audición asistida, materiales en formatos accesibles y en otros idiomas además de inglés, e intérpretes de lenguaje de señas americano y otros idiomas. Por favor póngase en contacto con el personal de la MPO a través de 617.973.7100 (voz), 617.973.7089 (TTY), 617.973.8855 (fax), o publicinformation@ctps.org.

PRESS RELEASE**FOR IMMEDIATE RELEASE****May 21, 2014**

Contact: Maureen Kelly
Boston Region Metropolitan Planning Organization

Telephone: 617-973-7100
Email: mkelly@ctps.org

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Boston Region Metropolitan Planning Organization
State Transportation Building
10 Park Plaza, Suite 2150
Boston, MA 02116-3968

Voice: 617-973-7100
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108

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LEGAL NOTICE



**TOWN OF READING
NOTICE OF PUBLIC
HEARING**

To the Inhabitants of the
Town of Reading:

Please take notice that the Board of Selectmen of the Town of Reading will hold a public hearing on May 27, 2014 at 7:30 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on approving the FY15 Compensation and Classification Plan.

A copy of the proposed document regarding this topic is available in the Town Manager's office, 16 Lowell Street, Reading, MA, M-W-Thurs from 7:30 a.m. - 5:30 p.m., Tues from 7:30 a.m. - 7:00 p.m. and is attached to the hearing notice on the website at www.readingma.gov

All interested parties are invited to attend the hearing, or may submit their comments in writing or by email prior to 6:00 p.m. on May 27, 2014 to town-manager@ci.reading.ma.us

By order of
Robert W. LeLacheur
Town Manager

5/20

5a1

FY2015 TOWN OF READING COMPENSATION PLAN

Schedule B-1

(1.5% increase over FY14)

ANNUAL (based on a 37.5 hr workweek)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	\$ 30,791	\$ 31,415	\$ 32,039	\$ 32,682	\$ 33,345	\$ 34,008	\$ 34,671	\$ 35,333	\$ 36,075	\$ 36,797	\$ 37,538	\$ 38,298
B	\$ 33,891	\$ 34,554	\$ 35,256	\$ 35,939	\$ 36,660	\$ 37,401	\$ 38,162	\$ 38,903	\$ 39,702	\$ 40,482	\$ 41,301	\$ 42,120
C	\$ 37,265	\$ 38,006	\$ 38,747	\$ 39,546	\$ 40,346	\$ 41,145	\$ 41,964	\$ 42,783	\$ 43,661	\$ 44,538	\$ 45,416	\$ 46,313
D	\$ 41,009	\$ 41,828	\$ 42,627	\$ 43,505	\$ 44,382	\$ 45,260	\$ 46,157	\$ 47,112	\$ 48,029	\$ 49,004	\$ 49,979	\$ 50,993
E	\$ 45,104	\$ 46,001	\$ 46,917	\$ 47,853	\$ 48,809	\$ 49,784	\$ 50,759	\$ 51,792	\$ 52,826	\$ 53,898	\$ 54,990	\$ 56,082
F	\$ 49,608	\$ 50,583	\$ 51,597	\$ 52,631	\$ 53,684	\$ 54,737	\$ 55,848	\$ 56,979	\$ 58,110	\$ 59,280	\$ 60,470	\$ 61,698
G	\$ 54,542	\$ 55,653	\$ 56,765	\$ 57,896	\$ 59,066	\$ 60,236	\$ 61,464	\$ 62,654	\$ 63,921	\$ 65,208	\$ 66,495	\$ 67,841
H	\$ 60,002	\$ 61,211	\$ 62,439	\$ 63,687	\$ 64,974	\$ 66,261	\$ 67,587	\$ 68,933	\$ 70,317	\$ 71,721	\$ 73,164	\$ 74,627
I	\$ 66,027	\$ 67,353	\$ 68,679	\$ 70,064	\$ 71,468	\$ 72,872	\$ 74,334	\$ 75,836	\$ 77,357	\$ 78,897	\$ 80,477	\$ 82,095
J	\$ 72,618	\$ 74,061	\$ 75,563	\$ 77,064	\$ 78,605	\$ 80,184	\$ 81,783	\$ 83,421	\$ 85,079	\$ 86,795	\$ 88,530	\$ 90,305
K	\$ 79,892	\$ 81,491	\$ 83,129	\$ 84,767	\$ 86,463	\$ 88,199	\$ 89,954	\$ 91,767	\$ 93,600	\$ 95,472	\$ 97,383	\$ 99,314
L	\$ 87,887	\$ 89,642	\$ 91,416	\$ 93,269	\$ 95,121	\$ 97,032	\$ 98,963	\$ 100,913	\$ 102,960	\$ 105,027	\$ 107,114	\$ 109,259
M	\$ 96,642	\$ 98,592	\$ 100,562	\$ 102,570	\$ 104,618	\$ 106,724	\$ 108,830	\$ 111,033	\$ 113,256	\$ 115,538	\$ 117,819	\$ 120,179

HOURLY

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	15.79	16.11	16.43	16.76	17.10	17.44	17.78	18.15	18.50	18.87	19.25	19.64
B	17.38	17.72	18.08	18.43	18.80	19.18	19.57	19.95	20.36	20.76	21.18	21.60
C	19.11	19.49	19.87	20.28	20.69	21.10	21.52	21.94	22.39	22.84	23.29	23.75
D	21.03	21.45	21.86	22.31	22.76	23.21	23.67	24.16	24.63	25.13	25.63	26.15
E	23.13	23.59	24.06	24.54	25.03	25.53	26.03	26.56	27.09	27.64	28.20	28.76
F	25.44	25.94	26.46	26.99	27.53	28.07	28.64	29.22	29.80	30.40	31.01	31.64
G	27.97	28.54	29.11	29.69	30.29	30.89	31.52	32.13	32.78	33.44	34.10	34.79
H	30.77	31.39	32.02	32.66	33.32	33.98	34.66	35.35	36.06	36.78	37.52	38.27
I	33.86	34.54	35.22	35.93	36.65	37.37	38.12	38.89	39.67	40.46	41.27	42.10
J	37.24	37.98	38.75	39.52	40.31	41.12	41.94	42.78	43.63	44.51	45.40	46.31
K	40.97	41.79	42.63	43.47	44.34	45.23	46.13	47.06	48.00	48.96	49.94	50.93
L	45.07	45.97	46.88	47.83	48.78	49.76	50.75	51.75	52.80	53.86	54.93	56.03
M	49.56	50.56	51.57	52.60	53.65	54.73	55.81	56.94	58.08	59.25	60.42	61.63

TOWN OF READING PERSONNEL ACTION FORM

NAME	Robert LeLacheur	TODAY'S DATE	05/21/14
ADDRESS		EFFECTIVE DATE	07/01/14
CITY/STATE		DEPT./SCHOOL	
PHONE#		DOB	
		EMPLOYEE#	2015

TYPE OF ACTION: (CHECK APPROPRIATE BOX)

(A) **NEW HIRE:** (Application Form Attached) GO TO NEW POSITION SECTION OF TABLE DURING THE RECRUITMENT PROCESS:

- RESUMES WERE RECEIVED
- CANDIDATES WERE INTERVIEWED
- WOMEN APPLICANTS WERE INTERVIEWED
- MINORITY APPLICANTS WERE INTERVIEWED

(B) **CHANGE IN STATUS**

- SALARY ADJUSTMENT
 - TRANSFER / PROMOTION / OTHER
- REASON FOR CHANGE:

	OLD POSITION	NEW POSITION
POSITION TITLE / BUDGET CODE	Town Manager	Town Manager
GRADE / STEP		
ANNUAL RATE	\$140,000.00	\$144,900.00
BIWEEKLY RATE / HOURLY RATE		
DEPT / DIVISION		
FULL (FT) OR PART (PT)		
TEMP (T) OR PERM (P)		
BASIC # HOURS BIWEEKLY		

- (C) **TERMINATION**
- RESIGNATION
 - TERMINATION
 - RETIREMENT

COMMENT:

SPECIAL INFORMATION:

- ELIGIBLE FOR RETIREMENT
- CIVIL SERVICE
- UNION POSITION BARGAINING UNIT: _____

ADDITIONAL INFORMATION:

I certify that the above information is true and accurate to the best of my knowledge and belief.

Chairman, Board of Selectmen

Date

Section II, Term.

This Agreement shall become effective June 1, 2013, and shall be in full force and effect until June 30, 2014. The Agreement shall be for a term of thirteen (13) months and shall be binding on the Town and LeLacheur in each year of its duration.

Section III, Termination and Severance Pay.

- A. If the Board of Selectmen wishes to terminate the services of LeLacheur prior to the expiration of this agreement, the provisions of the Town of Reading Home Rule Charter, Section 5-5, shall be used.
- B. In the event LeLacheur is terminated by the Town prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to LeLacheur a lump sum cash payment equal to three (3) months aggregate salary, which amount shall be paid to LeLacheur on or before the effective date of termination of his employment; provided, however, that in the event LeLacheur is terminated for negligence, malfeasance, gross misconduct in office or just cause, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.
- C. In the event LeLacheur voluntarily terminates his position with the Town before the expiration of the term of this Agreement, LeLacheur shall give the Town two (2) months' written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

Section IV, Salary.

- A. The Town agrees to pay LeLacheur for services rendered under this Agreement effective June 1, 2013, and continuing through June 30, 2014, a salary based upon an annual base salary of \$140,000, subject to applicable withholdings and deductions, payable in installments at the same time as other employees of the Town are paid.

- B. If this Agreement is extended under Section XII, the Town agrees to pay LeLacheur for services rendered under this Agreement to be effective July 1, 2014, and continuing through June 30, 2016, an annual base salary of \$140,000, plus an annual cost of living percentage increase equal to that given to non-union department supervisors plus an additional annual equivalent increase for a step increase (2%) in pay, payable in installments at the same time as other employees of the Town are paid.

*

Section V, Town Manager Evaluation.

- A. The Board shall review and evaluate LeLacheur no later than December of each year, with the first evaluation taking place in December 2013. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and LeLacheur.

Proposed Reading Town Forest Rules

Reading Town Forest Rules and Regulations

A Carry-In, Carry-Out Facility

April 17, 2014

Mission Statement

The Town Forest is a multi-use resource created by the people of Reading in 1930 for the protection of plants, animals and the natural environment and for the enjoyment by individuals and groups for nature study, walking and camping. Users of the Town Forest must respect each other and the natural environment as they enjoy the Town Forest in their own way.

1. Everyone is welcome to enjoy the Reading Town Forest at no charge from dawn to dusk.
2. No work of any type shall be carried out in the Town Forest without prior written permission from the Town Forest Committee.
3. Permission must be approved by the Fire Chief for any fires, BBQ grill, and camp stove use. Smoking is prohibited as per town by-law.
4. No person shall cut, break, remove, deface, defile, or ill-use any structure, fence, sign, or map, or have possession of any part thereof. No plants (including trees, bushes, grasses, or flowers) shall be defaced, cut or removed. Firewood may not be brought into or out of, the Town Forest. Those with permitted fire use are limited to collecting dead wood from the forest floor or from the Town Compost area consistent with Town regulations.
5. Discharge of firearms is prohibited in the Town of Reading, including in the Town Forest. Discharge or carrying of BB guns, pellet guns, paintball guns, airsoft guns, and similar non-lethal weapons is prohibited in the Town Forest.
6. No hunting is allowed in the Town Forest.
7. The Town Forest is closed to motor-powered vehicles except for vehicles necessary for emergency response by the Reading Police and Fire Departments, for maintenance of the Town Forest or wells, or with prior written permission of the Town Forest Committee. Motorized wheelchairs are allowed. Snowmobiles, ATVs and other off-road vehicles are prohibited.
8. Responsible bicycle use is allowed in the Town Forest. The Town Forest Committee may close trails to bicycle use temporarily, seasonally, or permanently to prevent overuse or to protect natural resources.
9. Alcoholic beverages are prohibited. Glass containers for any purpose are prohibited in the Town Forest.

Proposed Reading Town Forest Rules

10. Dumping, littering, filling or any other deposition of imported materials--including but not limited to garbage, debris, earth, leaves or brush-- is prohibited in the Town Forest.
11. Users must carry out everything that they carry in.
12. Dogs may enter the Town Forest provided that they are accompanied by, and under the effective voice control, of some person. -The person accompanying the dog shall promptly remove feces deposited by the dog in the Town Forest. Dogs must be leashed within 200 feet of paved roads or parking areas.
13. Violations of these rules and regulations may be punished by fines up to \$100 per violation under Massachusetts General Laws, Chapter 40, Section 8C, which is administered by the Reading Police and Fire Departments.
14. The Town Forest Committee cannot assume liability for injuries, damage to property, or other loss to persons within the Town Forest or its vicinity; such visitors assume all associated risks.

Additional Notes for Group Use¹

15. Camping, cook-outs, any group use is allowed by non-commercial, Reading-based groups, or by groups authorized by the RTF committee.
16. Town police must be notified in advance of group use.
17. Vehicles shall follow designated roads only. Vehicle speed must not exceed 5 miles per hour. Vehicle parking shall be in designated areas only, and accessed by designated routes. Parking shall allow access by emergency vehicles at all times.
18. A portable toilet must be on site for overnight group use. It must be removed within four days of the event.
19. Violation of any Town Forest rule or violation of conditions imposed for group use may result in denial of future use of the area by that group.

¹ Group defined as 20 or more people



Town of Reading
16 Lowell Street
Reading, MA 01867-2683

JEAN DELIOS
Assistant Town Manager,
Community Services
Phone: (781) 942-6612
Fax: (781) 942-9071
jdelios@ci.reading.ma.us

M E M O R A N D U M

To: Robert W. LeLacheur, Jr., Town Manager
From: Jean Delios, Assistant Town Manager, Community Services
Date: May 21, 2014
Re: Applications for Outdoor Dining Licenses on Public Sidewalks
Orange Leaf Yogurt, 610 Main Street and D'Amici's Bakery, 614 Main Street

This will summarize comments from our meeting earlier today with Chief Cormier and George Zambouras, which included a site visit to both Orange Leaf Yogurt and D'Amici's Bakery, to review the applications for Outdoor Dining Licenses on public sidewalks.

D'Amici's Bakery is seeking approval to locate 3 tables measuring 30" X 30", with 2 seats per table. No umbrellas are proposed as part of this application. Our field notes verified that over 4 feet of sidewalk clearance will be provided from the edge of the table as depicted on the plan accompanying the application. The sidewalk in this area has a tree and a trash barrel but it does not appear to create any conflict with the 4 foot sidewalk clearance and the outdoor seating as proposed.

Orange Leaf Yogurt would like to locate 1 bench which will be removed after the season, is black cast aluminum, and a park bench style. The bench design included in the application deviates from the standard streetscape bench design along Main Street and on the Common. I would recommend selecting another bench style that is consistent with the existing standard. The location of the bench will be in the widest part of the sidewalk in front of the store (facing the front door, just to the left). The sidewalk clearance provided after placement of the bench and the necessary leg room is 6 feet to the brick trim along the sidewalk and 8 feet 10 inches to the face of the curb.

The request from both applicants meets the sidewalk clearance standards. The addition of outdoor dining options in the Downtown is in keeping with our economic development and planning goals.

Outdoor Dining licenses are issued annually and may be used from April 15 through October 31. If there are issues that arise during the first year this can easily be dealt with as part of any future renewals.

I recommend approval of the request by both applicants.

c: Chief Cormier
George Zambouras

Se + 5F



2014 MAY -6 PM 3: 13

Town of Reading

APPLICATION FOR OUTDOOR DINING ON PUBLIC SIDEWALKS

Applications need to be submitted at least 30 days prior to the commencement of outdoor seating
Outdoor sidewalk seating permitted April 15 – October 31
Licenses must be renewed yearly

1. Business Applicant

Business Name & Address D'Amici's Bakery Inc., 614 MAIN ST, Reading, MA

Business Owner D'AMICI'S BAKERY INC., 42 SUTTON ST, LYNN, MA 01901

Business Manager JOSEPH TORRETTA, PRESIDENT

Contact information (mailing address, phone number, email address)

JOSEPH TORRETTA, 42 SUTTON STREET LYNN, MA 01901
781-593-8500, (CELL) 781-249-3284
JOE@DAMICIS.COM

2. Building Owner

Contact information (name, mailing address, phone number, email address)

JAMES MAWN, JR
275 MISHAWUM RD., 4TH FLOOR, WOBURN, MA 01801
1-617-827-3002 (CELL)
JMAWN@NBTC.COM

3. Do you possess a current Town of Reading Common Victualers license? YES NO

4. Do you possess a current License for Sale of Alcoholic Beverages? YES NO
If yes, alcohol may be served at the outdoor sidewalk seating. You will need to submit a plan/strategy for serving alcohol at sidewalk seating.

(turn over to continue application)

5. Have you had a license revoked, suspended or been fined by the Town of Reading or the Commonwealth of Massachusetts within the past 12 months? YES ___ NO

If yes, please explain:

6. (a) Current indoor seating capacity 28
(b) Proposed seating capacity for sidewalk seating: 8

7. Days and Hours of operation: MON - SUN 7-10:00 PM
(AM)

I attest that I have read and understand the *Town of Reading Regulations for Outdoor Dining Licenses utilizing Public Sidewalks* and agree to uphold these regulations.

[Signature]
Applicant

4/7/14
Date

CHECKLIST FOR APPLICATION

- Signed application form
- Proof of Business Ownership
- Copy of Town of Reading issued Common Victualers license
- If premises are leased, copy of lease or written permission by building owner (*Lease on file*)
- Permit to Operate a Food Service Establishment issued by the Reading Board of Health
- Professionally drawn plan and all supporting documents containing the information required in order to make a decision as to the license and shall also include a plan for outdoor lighting if any is proposed
- If applicant business possesses an Alcohol License
 - Alcohol control plan including Managers plan regarding service of alcohol on the licensed premises and the sidewalk area
- Two photos of location where sidewalk seating will be placed in relation to establishment
- Non-refundable yearly application fee of \$100 payable to *Town of Reading*

CHECKLIST AFTER APPROVAL OF APPLICATION

- Certificate of Insurance naming *Town of Reading* as additional insured
- Final Photograph of approved sidewalk seating

Submit applications to: Office of the Town Manager
16 Lowell Street
Reading MA 01867

D'Amici's Bakery
614 Main Street
Reading, MA 01867

April, 7, 2014

Mr. Robert LeLacheur, Jr.
Reading Town Manager
16 Lowell Street
Reading, MA 01867

Hello Mr. LeLacheur,

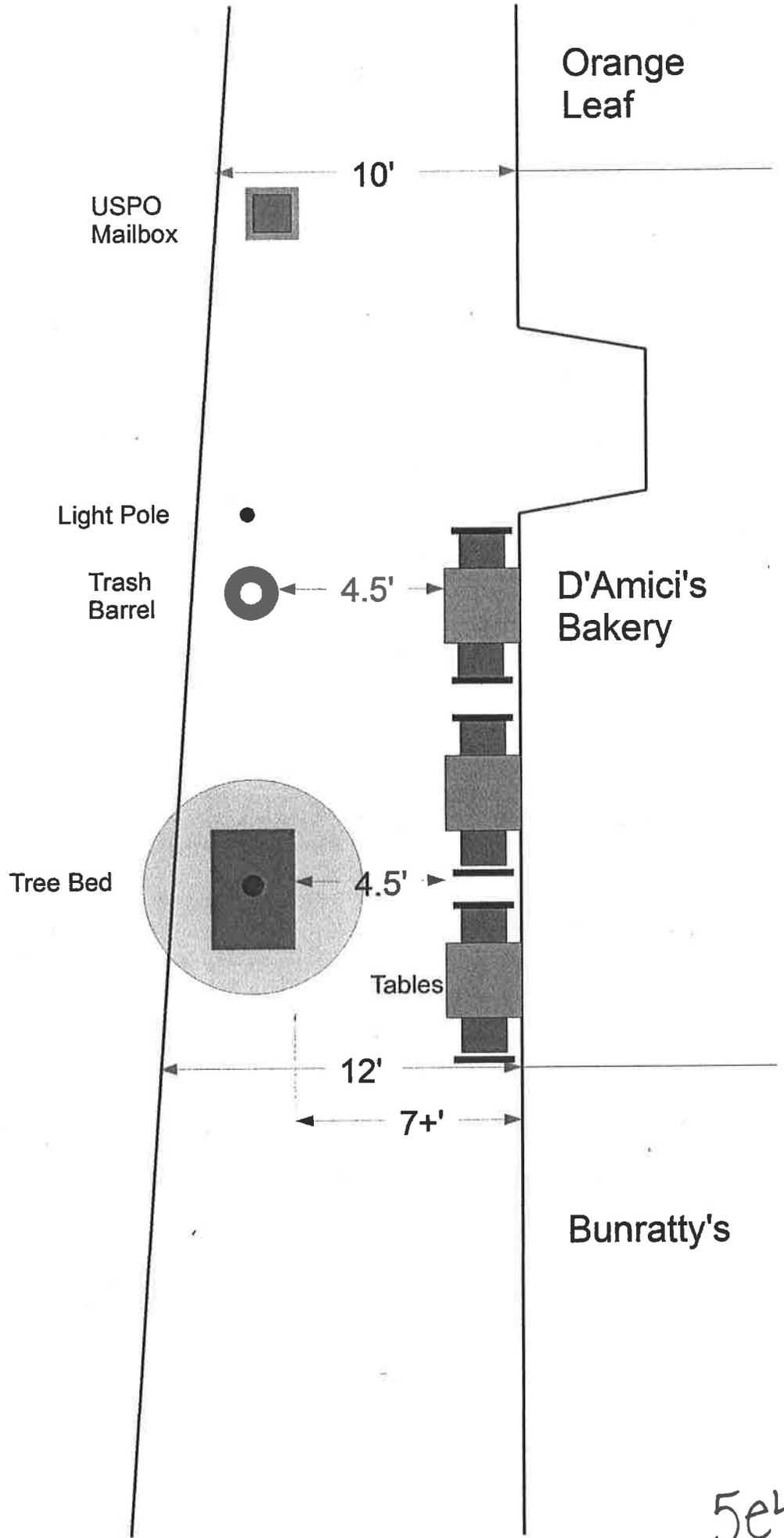
After contacting Jessie Wilson in regards to the possibility of placing some outside tables and seating at our new location on Main Street, I was informed that it is allowed and that I should address this to your office. Attached, please find a representative drawing of locations of existing elements, and clear distances between proposed tables and any existing barriers. If you could contact me and let me know what we would need to do to go forward with this, it would be greatly appreciated.

Best Regards,



Joseph Torretta,
D'Amici's Bakery

Main Street



ACORD™

Client#: 303291

DAMICIBAKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/05/2014

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: HUB Int'l New England (ABIA) 299 Ballardvale Street, Wilmington, MA 01887, 978 657-5100. CONTACT NAME: Jon Maimaron, PHONE: 978 657-5100, FAX: 978-988-0038. INSURER(S): Guard Insurance Group, Mass Retail Merchants WC, Commerce Insurance Co. NAIC #: 34754.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

CERTIFICATE HOLDER

CANCELLATION

The Town of Reading, 16 Lowell Street, Reading, MA 01867. 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: [Signature]

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LEASE

LEASE dated this 3rd day of April, 2013 by and between HAVEN PROPERTIES, LLC, with an address of c/o Mawn and Mawn, P.C., 275 Mishawum Road, Woburn, Massachusetts 01801 (hereinafter referred to as "Landlord") and D'AMICI'S BAKERY, INC., with an address of 500 Eastern Avenue, Lynn, Massachusetts 01901 (hereinafter referred to as "Tenant").

1. LEASED PREMISES. The Landlord leases unto the Tenant, and the Tenant leases from the Landlord the following premises: (a) approximately 1,975 rentable square feet of a portion of the first floor of the Building located at 600-622 Main Street, Reading, Massachusetts, fronting on Main Street and adjacent to the proposed restaurant (hereinafter referred to as the "First Floor Leased Premises") (legal description of 600-622 Main Street, Reading, Massachusetts is set forth in Exhibit A), and (b) the basement of said Building, comprising approximately 1,808 rentable square feet (hereinafter referred to as the "Basement Leased Premises"), together with the non-exclusive use, in common with other tenants of the Building, of the loading and dumpster area (collectively the "Leased Premises"). The location of the First Floor Leased Premises and the Basement Leased Premises are depicted on the plans attached hereto as Exhibit B.

Following completion of Landlord's Work (as set forth in Section 4), the parties shall execute and deliver an amendment to this Lease setting forth the location and actual rentable square footage of the First Floor Leased Premises and the Basement Leased Premises as constructed.

2. LEASE TERM. The term of this Lease (the "Term" or "Lease Term") shall commence on the Commencement Date (as defined below), and shall expire one hundred twenty (120) months (unless extended as provided herein) after the Rent Commencement Date (as defined below); provided however, that if the Rent Commencement Date is a date other than the first day of a calendar month, the Lease Term shall commence on the Commencement Date and run for the number of months set forth above beginning on the first day of the first calendar month following the Rent Commencement Date.

The "Commencement Date" shall be the date upon which Landlord delivers the Leased Premises to Tenant with Landlord's Work substantially completed (save minor punch list items) and gives Tenant written notice of such substantial completion. For the purpose of this clause, substantial completion shall mean completion of Landlord's Work subject only to minor punch list items which do not interfere with Tenant's ability to perform Tenant's fit out work or to open for business.

The "Rent Commencement Date" shall be (a) one hundred twenty (120) days after the Commencement Date or (b) the date upon which a Certificate of Occupancy has issued for the Leased Premises, whichever is sooner, but in no event shall the Rent Commencement Date be later than six (6) months from the Commencement Date.

Upon execution of this Lease, Landlord will proceed in a commercially reasonable manner to complete Landlord's Work and to deliver possession of the Premises to Tenant with

all such work completed within three (3) months of the issuance of a building permit for Landlord's work, subject to delay caused by Tenant or delay caused by Force Majeure act of God, war, acts of terrorism, civil commotion, fire or other casualty, labor difficulties, shortages of labor, material or equipment, or other causes beyond the reasonable control of Landlord or Tenant, as the case by be.

Provided Tenant is not in default beyond any applicable grace and cure periods, the Tenant may extend the term of this Lease for two (2) additional sixty (60) month terms (each an "Extension Term"). Tenant shall exercise its option to extend by delivering written notice ("Extension Notice") of such election to Landlord no later than three (3) months prior to the expiration of the initial Lease Term (or the then-current Extension Term). In the event that Tenant has not given the Extension Notice prior to the extension deadline, then such option to extend the Lease Term shall thereupon become null and void and be of no further force or effect, and Tenant shall, at the request of Landlord, execute an instrument in form and substance acceptable to Tenant and Landlord confirming such facts.

In the event that such option to extend is so exercised, all references contained in this Lease to the Term hereof, whether by number of years or number of months, shall be construed to refer to the Term hereof, as so extended, whether or not specific reference thereto is made in this Lease.

Each Extension Term, if exercised, shall be upon the same terms and conditions of this Lease except that the base rent for each year in the Extension Term shall increase annually at a rate of three (3%) percent.

Tenant shall not be entitled to exercise its extension option if at the time Tenant gives its extension notice, Tenant is in material default under this Lease, continuing beyond any applicable notice, grace and cure periods.

3. RENT.

- (a) The annual base rent payable by Tenant hereunder ("Base Rent") shall equal the sum of Twenty-Two Dollars (\$22.00) multiplied by the rentable square footage of the First Floor Leased Premises, payable in advance on the first day of each month in equal monthly installments.
- (b) In addition to the Base Rent, Tenant shall pay to Landlord as Additional Rent the sum of Two and 75/100 Dollars (\$2.75) multiplied by the rentable square footage of the First Floor Leased Premises per annum, payable in advance on the first day of each month in equal monthly installments, for Landlord's operating costs, which shall include Tenant's pro-rata share of real estate taxes, insurance and building maintenance.

All payments shall be made to Landlord or its designated agent at 275 Mishawum Road, Woburn, Massachusetts 01801 or at such other place as Landlord shall from time to time in writing designate.

4. LANDLORD'S WORK. Landlord shall perform all of the Landlord's Work described in Exhibit C ("Landlord's Work"). Landlord's obligations hereunder are expressly contingent upon Landlord obtaining all permits and approvals, including without limitation, a building permit, for Landlord's Work. All permits and approvals required for Landlord's Work shall be obtained by Landlord. Landlord's Work shall be performed in a good workmanlike manner in accordance with applicable laws, ordinances, codes and regulations. The Leased Premises shall be delivered to Tenant in a neat and clean condition, and free of all tenants and occupants.

5. TENANT'S WORK. Tenant is responsible, at Tenant's sole cost and expense, for all construction and fixturing needed to adapt the premises to its operation as a bakery serving primarily baked goods, foods, beverages and for sale items as described in Exhibit D ("Tenant's Work"). All such work shall be done in compliance with all applicable building codes, laws, ordinances and insurance requirements, and in a good and first-rate, workmanlike manner. All such work shall be done in conformance with the plans submitted by Tenant to, and approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed). During Landlord's Work, the Tenant may proceed (at its sole risk and without liability whatsoever of the Landlord for such work done by the Tenant or otherwise) to undertake Tenant's Work, outfit the Leased Premises with fixtures and do Tenant's other work provided that Tenant adequately satisfies the Landlord that all workmen of the Tenant and of any of its contractors and subcontractors are covered by Workmen's Compensation insurance, that there results no interference with the Landlord's Work and, from date Tenant so proceeds, Tenant shall observe and perform its obligations hereunder in the same manner as though the Lease Term then began (except rental obligations under Section 3 which shall not accrue). All permits and approvals required for Tenant's Work shall be obtained by Tenant. Tenant shall be responsible for obtaining a Certificate of Occupancy for the Leased Premises, and shall provide a copy of same to Landlord upon receipt. Tenant shall not be permitted to open for business until such Certificate of Occupancy has issued.

Landlord agrees to cooperate with Tenant and authorizes Tenant to sign on Landlord's behalf and file any applications to seek and obtain any municipal and or governmental approvals, relief, permits, licenses and or certificates so Tenant may undertake Tenant's Work at the Premises and so Tenant may utilize and operate at the Premises in accordance with this Lease; provided, however, that prior to the submission or filing of any applications in the name of Landlord, a copy of the application shall be provided to Landlord for Landlord's review and approval which shall not be unreasonably withheld, delayed, or conditioned.

Tenant's obligations under this Lease are contingent upon and subject to Tenant receiving any and all applicable relief, permits, licenses and approvals, including but not limited to all appeal periods, Town of Reading Community Planning and Development Commission ("CPDC") site plan review approval, common victualler and building, plumbing and electrical permits, failing any of which Tenant may deliver a written notice of termination before the Rent Commencement Date and in such instance the Lease shall be treated as null and void.

6. UTILITIES. Heat and air conditioning, gas, electric, hot and cold water and all other

utilities are separately metered and shall be the responsibility of Tenant. Landlord shall be responsible for any outstanding or pending assessments, any impact, tap or connection fee, including but not limited to, water, sewer and traffic.

7. PUBLIC LIABILITY INSURANCE. Landlord agrees to maintain in full force from the date upon which Tenant first enters the Leased Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Leased Premises, a policy of comprehensive public liability and property damage insurance, in amounts customary for properties which are comparable to the Building and land, written on an occurrence basis and including broad form contractual liability coverage insuring against all claims for injury to or death of persons or damage to property on or about the Building or land or the Leased Premises or arising out of the ownership, maintenance or use of the Leased Premises or the Building or land, and under which Tenant is named as an additional insured. Such insurance coverage shall be effected upon terms reasonably available with insurers authorized to do business in Massachusetts and under valid and enforceable policies which shall be non-amendable and non-cancelable without ten days' prior notice to the respective insureds. Upon the request of Tenant, a duplicate original policy or certificate of such policy shall be delivered to Tenant. Such coverage shall protect and name as insureds the parties hereto and all the Tenants of the Building and all persons rightfully claiming under them as assignee or subtenant, except that no person claiming under a Tenant need be so insured unless at least fifteen (15) days prior notice is given to the Landlord by the Tenant identifying such person and its interest.

From and after the Commencement Date, the Tenant shall maintain with respect to the Leased Premises comprehensive public liability insurance in the amount of at least \$1,000,000.00/\$2,000,000.00 per occurrence with extended coverage property insurance in limits of at least \$300,000.00 with responsible companies qualified to do business in Massachusetts and in good standing therein and commercially reasonably acceptable to Landlord insuring the Landlord as well as the Tenant against injury to persons or damage to property including damage to Tenant's improvements, personal property and inventory stored on the Leased Premises which may be damaged as a result of Landlord's or Tenant's negligence as provided. The Tenant shall deposit with the Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein.

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 (even though extra premiums may result therefrom), the parties hereto shall each endeavor to procure an appropriate clause in, or endorsement on, any insurance policy required hereunder pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery. If an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such extra premium.

8. FIRE INSURANCE. Landlord shall maintain all risk insurance on the Building at all times insuring against loss or damage by fire and the so-called customary extended coverage

casualties for the full replacement value with agreed amount endorsements in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. Such policies shall be issued by companies licensed to do business in Massachusetts with an A.M. Best Rating of "B" or higher. Such insurance shall provide that the coverage may not be cancelled without 10 days prior written notice to Tenant. Tenant shall be provided with copies of all such policies or certificates thereof.

Tenant shall maintain insurance on its fixtures, equipment and other personal property from time to time located in, on or about the Leased Premises, and all leasehold improvements to the Leased Premises constructed or installed by Tenant, by reputable, duly licensed insurance companies against loss of damage by fire with the usual extended coverage endorsements. Tenant shall furnish evidence of such insurance coverage, which shall be reasonably satisfactory to Landlord, to Landlord prior to the Commencement Date and annually thereafter. Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise, but excepting loss or damage occasioned by Landlord's, or its agents, representatives or contractor's, gross negligence or intentional misconduct. Tenant may maintain such insurance under a blanket or umbrella policy. Tenant shall furnish certificates of insurance evidencing payment therefor to Landlord as the same shall be requested in writing from time to time by Landlord. Such policy or policies shall contain a loss payable clause designating Tenant as loss payee but such proceeds shall be held in trust and applied to restoration of the Leased Premises in accordance with the provisions of Section 10 hereof. Such policy or policies shall be non-cancellable for any cause without first giving Landlord and Landlord's mortgagees at least ten (10) days prior written notice. If Tenant fails to maintain insurance as required by this Section 8, then Landlord, after notice to Tenant but without waiving its other remedies as set forth herein, may obtain the insurance coverages set forth herein and charge Tenant the cost thereof as additional rent.

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 (even though extra premiums may result therefrom), the parties hereto shall each endeavor to procure an appropriate clause in, or endorsement on, any insurance policy required hereunder pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery. If an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such extra premium.

The Tenant shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its powers

9. TENANT'S ADDITIONAL COVENANTS. The Tenant agrees:

- (a) To perform promptly all the Tenant's obligations hereunder and to pay when due the Base Rent, and all other Additional Rent and all charges for water, sewer, gas,

electricity, heat, air conditioning, trash and garbage disposal, and other services furnished to the Leased Premises; to purchase from the Landlord at Tenant's discretion its requirements for any utility services which the Landlord shall elect to supply provided the charges therefor are not in excess of the public utility rates for the same services, if available if the premises are separately metered to pay directly to the utility, the cost of electricity to the Leased Premises;

- (b) Operation of Business. Notwithstanding any provision to the contrary contained herein, Tenant shall not be required to be open for business or conduct its business on the Leased Premises if it would be imprudent to do so in Tenant's reasonable business judgment, so long as Tenant continues to pay Base Rent and Additional Rent in addition to other charges due pursuant to this Lease, as and when the same becomes due and payable hereunder. The Landlord shall, however, have the right to terminate this Lease in the event Tenant ceases operations at the Leased Premises for more than one hundred and twenty (120) consecutive days so long as Tenant has obtained a certificate of occupancy and has previously been open for business, upon written notice thereof to Tenant, at any time subsequent to the aforesaid one hundred twentieth (120th) day, and prior to Tenant reopening and operation of the Leased Premises;

The term "ceases operations" shall not include reasonable periods of time for remodeling and/or repairing the Leased Premises or any period of time after casualty or condemnation that Tenant is unable to conduct its business for any period of closing by reasons beyond Tenant's control and/or while Tenant is seeking insurance proceeds, permits, licenses and or approvals to repair and reopen the Leased Premises after a casualty or condemnation;

Tenant shall use and occupy the Leased Premises in a reasonable and proper manner as a bakery serving primarily baked goods, foods, beverages and for-sale items, and for any related, incidental, accessory or permitted use, and will not occupy or use the Leased Premises or permit the same to be occupied or used for any purpose or business which is unlawful and will comply with all lawful requirements of all valid laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the Leased Premises, including obtaining and maintaining all licenses and approvals necessary to operate such restaurant. Notwithstanding anything to the contrary in this Lease, the Basement Leased Premises shall be used solely for kitchen, food preparation and storage purposes, and shall not be utilized by Tenant as part of the restaurant open to the general public nor shall it otherwise be accessible to the public;

Tenant shall not perform any act or practice which may injure the Leased Premises, or any other part of the Building, or cause any offensive odors or loud noise, or constitute a nuisance or a menace to any other tenant or other persons in the Building, or be detrimental to the reputation or appearance of the Building;

Tenant shall not use, handle or store or dispose of any oil, hazardous waste or toxic materials or hazardous or toxic waste in or about the Building, except such as are commonly used in connection with restaurant use, and then only in compliance with law.

- (c) Restaurant Provision. Tenant covenants and agrees that during the entire term of this Lease (including any Extension Term(s)), the Tenant will conduct in the Leased Premises a high-grade fast food operation, and that the Leased Premises will be kept clean at all times. Tenant agrees to use reasonable efforts which may be necessary to minimize odors and noises in the Leased Premises and emitted therefrom. The Tenant further agrees that it will, promptly upon receipt of written notice from the Landlord, take reasonable steps as may be necessary in order to comply with improvements of appearance and sanitation and the like in the Leased Premises, as reasonably requested by the Landlord from time to time; and failure to do so within a commercially reasonable manner and time shall be deemed to be a default hereunder.
- (d) To perform the Tenant's Work described in Exhibit D, to equip properly its premises with trade fixtures and merchandise to conduct properly its business, and to open for business on the Rent Commencement Date or with reasonable time thereafter; except when prevented from doing so by causes (other than financial) beyond the Tenant's control, to use for retail sales purposes the maximum possible area of the Leased Premises and not to use any portion for storage or other services other than for its operations in the Leased Premises and to keep open for business during all business hours on all business days usual for such type of business in the trade area, and to conduct the business efficiently and in good faith;
- (e) To keep and maintain the Leased Premises (including, without limitation, store fronts, plate glass, exterior and interior repainting and all windows, doors, fixtures and other facilities and, whenever permitted, exterior signs) neat and clean and in as good order and condition as the same are in at the commencement of the term or may be put in thereafter, except for damage resulting from fire, unavoidable casualty or eminent domain; not to cause any offensive odors (other than odors normal to restaurant use), loud noises or nuisance or to overload or deface the Leased Premises; to store all trash or refuse within an area designated for a dumpster such that the same may be disposed of as necessary by Landlord;
- (f) To comply promptly with all applicable laws, regulations, ordinances, and the reasonable requirements and orders of governmental authority and of insurers of the building, and similar organizations except insofar as the Landlord is expressly made responsible herein for compliance, and except to the extent such obligation would unreasonably and materially impair Tenant's lawful business operations at the Leased Premises;
- (g) To make all repairs, alterations, additions and installations in a good and

workmanlike manner, and not to permit any liens to attach to the premises as a result thereof. Tenant shall have thirty (30) days to remove or bond off any lien;

- (h) Not, without on each occasion first obtaining the Landlord's written approval, to make any external alterations or additions to the Leased Premises. Landlord agrees not to unreasonably withhold, condition or delay consent as to nonstructural alterations or additions. All alterations made by Tenant shall be made in accordance with all applicable laws, in a good and first-class workmanlike manner and in accordance with the requirements of Landlord's or Tenant's insurers. Any contractor or other person undertaking any alterations of the Leased Premises on behalf of Tenant shall be covered by comprehensive general liability and workmen's compensation insurance with coverage limits acceptable to Lender and evidence thereof shall be furnished to Landlord prior to the performance of any work. All work performed by Tenant in the Leased Premises shall remain therein (unless Landlord directs Tenant to remove the same upon termination) and, at termination, shall be surrendered as a part thereof, except for Tenants' usual trade furniture and equipment, if movable;
- (i) To save the Landlord harmless and indemnified from and against any claim, injury, damage or loss to any person or property while on the Leased Premises unless such injury, damage or loss was caused by the acts or omissions of Landlord, its agents, employees, contractors and assigns;
- (j) Not do or permit anything to be done in the Leased Premises other than associated with normal restaurant use or keep anything therein which shall increase the rate of insurance on the Leased Premises, or the Building of which they are a part, above the standard rate applicable thereto with a use as authorized for the Leased Premises; and to pay promptly as additional rent any increase resulting therefrom or from the failure to comply with any reasonable and customary recommendation of any insurance carrier;
- (k) At the termination of the Lease Term or any Extension Term, as applicable, to remove its goods and effects and to peaceably yield up the Leased Premises in as good order and condition as the same may have been in at the commencement of the term or may be put in thereafter, except for reasonable wear and use (repairing any damage caused by removal of fixtures or equipment but, in no event removing any plumbing, electric wiring and other installations effected by the Tenant so as to become an integral part of the building) and damage resulting from fire, unavoidable casualty and eminent domain;
- (l) To permit the Landlord to enter upon the Leased Premises, at reasonable times upon at least twenty-four hours prior notice to Tenant and during Tenant's normal business hours (except in the event of an emergency) and so as not to unreasonably interfere with Tenant's business operations, (a) to examine the same and the use thereof and, without affecting the responsibility, if any, of the Landlord therefor,

(b) to make repairs and alterations, (c) to introduce, maintain, locate and relocate utility lines, pipes, wires, conduits and the like serving other premises or desirable in connection with the operation of the building (provided that Landlord shall not unreasonably interfere with the Tenant's use of the Leased Premises), and (d) to exhibit the Leased Premises to prospective purchasers and lenders during business hours and, within nine (9) months prior to the expiration of the lease to exhibit the Leased Premises to prospective tenants, and to keep posted thereon a suitable notice or signage advertising same for rent;

(m) After the expiration of applicable notice, grace and cure periods, to permit the Landlord to cure any breach by the Tenant (after the expiration of any applicable cure period) and, in the event of a Tenant breach, to pay the Landlord, as additional rental, its expense, including reasonable attorneys' fees, incurred by the Landlord in curing any breach or successfully in enforcing its rights hereunder;

(n) Future Mortgages/Deeds of Trust. This Lease shall be subject and subordinate to the lien of any mortgage, ground lease, and/or deed of trust which Landlord may hereafter place upon the Leased Premises provided that; (a) if there are no uncured defaults hereunder on the part of Tenant, the right of possession of Tenant to the Leased Premises and Tenant rights arising out of this Lease shall not be affected or disturbed by the mortgagee, ground lessor or trustee or beneficiary under the mortgage and/or deed of trust in the exercise of any of its rights under the mortgage, deed of trust, or the notes secured thereby; (b) if there are no uncured defaults hereunder on the part of Tenant, Tenant shall not be named as a party defendant to any foreclosure or other proceeding under the mortgage ground lease or deed of trust nor in any other way be deprived of its rights under this Lease, nor shall this Lease be terminated or affected by any foreclosure or sale or any proceeding under any mortgage, ground lease or deed of trust; and (c) the mortgagee, ground lessor, trustee and/or beneficiary shall have executed and delivered to Tenant an Agreement of Subordination, Non-Disturbance and Attornment in a form reasonably acceptable to Tenant. Landlord agrees that in the event of any foreclosure of the mortgage, ground lease, or deed of trust, Tenant shall have the right to withhold the payment of any rentals due hereunder and pay the same directly to the mortgagee or trustee in satisfaction of said indebtedness. Provided that Tenant has received an originally executed Agreement of Subordination, Non-Disturbance and Attornment as provided above, within fifteen (15) days after request from Landlord, Tenant shall execute any and all instruments reasonably requested by Landlord which are necessary or proper to effect the subordination of this Lease to any mortgage, ground lease, deed of trust or other encumbrance.

10. LANDLORD'S ADDITIONAL COVENANTS. The Landlord agrees:

(a) Except for damage caused by an act of negligence of the Tenant, its employees, agents or contractors, to maintain and keep in a good condition the roof, exterior

walls (excluding all glass), pavement, fences, foundation of the Building and its structural safety and to maintain in a good condition, the water, plumbing, heating, electric and sewerage systems in the Building of which the Leased Premises are a part and any pipes, ducts, conduits and wires leading through the Leased Premises and serving other parts of the Building, exclusive of any work required because of damage caused by any act, omission or negligence of the Tenant, or of any one claiming under or acting for the Tenant. The Landlord shall not be required to commence any such work until five (5) days and in an emergency, as soon as possible, after written notice from the Tenant of the necessity thereof provided that Tenant has actual notice of the necessity of such repairs. Provisions of this Section 10 are inapplicable to damage or destruction by fire or casualty or eminent domain, the provisions of Section 10 being applicable thereto;

- (b) This Lease is expressly subject to all matters of record. If and so long as the Tenant performs its obligations hereunder, the Tenant shall quietly hold and enjoy the Leased Premises without hindrance or ejection by any persons claiming under the Landlord;

11. TENANT'S RISK.

- (a) The Tenant shall use and occupy the Leased Premises and use other portions of the Building at the Tenant's risk, and the Landlord shall have no responsibility or liability for any loss or damage to the Tenant's property which shall be thereon at the Tenant's risk.

(b) DAMAGE TO THE LEASED PREMISES.

- (1) Definition of "Substantial Damage" and "Partial Damage". The term "substantial damage" as used herein, shall refer to damage which is of such a character that the same cannot, in Tenant's reasonable opinion, be reasonably expected to be repaired within ninety (90) days from the time that such repair work would commence. Any damage which is not "substantial damage" is "partial damage."
- (2) Partial Damage to the Leased Premises. If during the Lease Term there shall be partial damage to the Leased Premises by fire or casualty, and for which Tenant is otherwise responsible to restore as set forth herein, Tenant shall promptly proceed to restore the Leased Premises to substantially the condition in which it was immediately prior to the occurrence of such damage and shall reasonably pursue such restoration.
- (3) Substantial Damage to the Building or the Leased Premises. If during the Lease Term there shall be substantial damage to the Building or the Leased Premises by fire or other casualty and if such damage shall unreasonably

interfere with Tenant's use of the Leased Premises as contemplated by this Lease, Landlord shall promptly and diligently proceed to restore, or cause to be restored, the Building and to the extent Tenant is otherwise responsible to restore the Leased Premises as set forth herein, Tenant shall restore the Leased Premises to substantially the same condition in which it was immediately prior to the occurrence of such damage, unless Tenant, within thirty (30) days after the occurrence of such damage, shall give notice to the Landlord of its election to terminate this Lease. If Tenant shall give such notice, then 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 hereof.

- (4) Abatement of Rent. If, during the Leased Term the Building or the Leased Premises shall be damaged by fire or other casualty or taking by eminent domain and if such damage shall materially interfere with Tenant's use of the Leased Premises as contemplated by this Lease, the Base Rent and all other charges payable hereunder, or a fair and just proportion thereof, according to the nature and extent of such loss of use, shall be suspended or abated until the Building or the Leased Premises, as the case may be, is restored as provided herein.

(c) EMINENT DOMAIN.

- (1) Condemnation. If all or any part of the Leased Premises shall be appropriated and/or condemned by any public or quasi-public authority in the exercise of its right of condemnation and/or eminent domain, both Tenant and Landlord shall have the right to prosecute a claim for an award and to share in the proceeds of any and all awards based upon their respective interests as hereinafter set forth. If all the Leased Premises shall be appropriated and/or condemned, this Lease shall terminate as of the time when possession shall be required by such public or quasi-public authority. Tenant shall be entitled to that portion of any and all awards necessary to compensate it for the unamortized or undepreciated cost of Tenant improvements to the Leased Premises as shown on Tenant's business records. All other awards, including without limitation the value of the Land, shall belong to Landlord. In any such instance Tenant shall provide Landlord with reasonable evidence of the unamortized or undepreciated cost of Tenant improvements to the Leased Premises.

In the event that a part of the Building or the Leased Premises shall be taken or condemned and that: (a) the part so taken includes the Building or the Leased Premises or any part thereof, or (b) the part so taken shall remove from the Building ten percent (10%) or more of the total parking spaces thereon, or (c) Tenant's business can no longer be lawfully conducted on the remainder of the Leased Premises, or (d) the part so taken shall include any

access to the Leased Premises, then and in such event, Tenant may, at any time either prior to or within a period of sixty (60) days after the date when the taking or condemning authority shall require possession of the part of the Leased Premises taken or condemned, elect to terminate this Lease. In the event Tenant elects to terminate this Lease, Tenant shall be entitled to that portion of any and all awards necessary to compensate it for the unamortized or undepreciated cost of Tenant improvements to the Leased Premises as shown on Tenant business records. All other awards, including without limitation the value of the Land, shall belong to Landlord. In such instance, Tenant shall provide Landlord with reasonable evidence of the unamortized or undepreciated cost of Tenant improvements to the Leased Premises.

In the event the Tenant shall not elect to terminate this Lease or in the event that a part of the Leased Premises shall be taken and/or condemned under circumstances under which Tenant will have no such election, then and in either event, Tenant shall receive so much of any and all awards as is necessary to pay for repairs to and alterations of the improvements on the Leased Premises physically affected by the taking for the purpose of restoring the same, susceptible to the same use as that which was in effect immediately prior to such taking, and Landlord shall receive the balance, if any, of any awards.

In the event that this Lease shall not terminate after any part of the Leased Premises is taken or condemned, then there shall be an equitable reduction in monthly (and therefore annual) Base Rent in the same proportion as the number of square feet of area within the Leased Premises so taken and/or condemned bears to the total number of square feet of the Leased Premises immediately prior to the taking and/or condemnation, and all other charges based upon the square footage of the Leased Premises shall be similarly adjusted, or, if the appropriation is to the parking areas, rent shall be reduced equitably based upon the number of parking spaces so taken.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to assign this Lease or let or sublet the whole or any part of the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld provided that:

- (a) Tenant remains liable on this Lease;
- (b) Tenant is not at the time of such request and at the time of assignment, letting or subletting in default under this Lease beyond applicable periods of notice and cure;
- (c) Landlord has received thirty (30) days prior notice of the assignment or sublease;
- (d) Landlord receives a true copy of the assignment document;
- (e) the assignment or sublease is specifically by its terms made subject to this Lease and, in addition, an assignee of the Lease in its entirety agrees to assume this Lease in form for recording;
- (f) current balance sheets and/or profit and loss statements for the proposed assignee certified by a CPA are furnished with the request for consent;
- (g) the permitted use

of the Premises shall be for the same use as is permitted in this Lease; (h) the assignee or its parent, subsidiary or affiliates shall not be subject to any bankruptcy or insolvency proceedings at the time of the request and at the time of assignment; and (i) Landlord shall have the right, without establishing privity and without relieving Tenant of liability hereunder, to collect rentals directly from the assignee, or, if Tenant is in default of rental or additional payments hereunder, to collect rentals directly from the subtenant.

No subletting by Tenant shall in any way impair the continuing primary liability of Tenant hereunder, and no consent to any assigning or subletting in a particular instance shall be deemed to be a waiver of the obligation to obtain Landlord's approval in the case of any other assignment or subletting. Any assignment of this Lease or subletting of the whole or any part of the Leased Premises by Tenant without Landlord's express written consent shall be invalid, void and of no force or effect. In any case where Landlord shall consent to any assignment or subletting, Tenant originally named herein shall remain fully liable for Tenant obligations hereunder, including, without limitation, the obligation to pay all rent and other amounts provided under this Lease. It shall be a condition of the validity of any permitted assignment or subletting that the assignee or sublessee agree directly with Landlord, in form satisfactory to Landlord, to be bound by all Tenant obligations hereunder, including, without limitation, the obligation to pay all rent and other amounts provided for under this Lease and the covenant against further assignment or other transfer or subletting.

13. TENANT'S DEFAULTS-LANDLORD'S REMEDIES. If the Tenant shall (a) neglect or fail to perform or observe any of the covenants, terms or conditions herein contained within ten (10) days after receipt of written notice in case of rent (Base Rent, or other Additional Rent) or other monetary obligation, or within thirty (30) days after receipt of written notice in case of any other default except if the nature of the default is such that it cannot be cured within such thirty days, in which event the Tenant shall not be in default so long as it commences to cure within such thirty day period, and thereafter reasonably and in good faith proceeds to cure such default, or the estate hereby created shall be taken on execution or by other process of law, or (b) if the Tenant or guarantor shall be declared bankrupt or insolvent according to law, or (c) if any assignment shall be made of the property of the Tenant for the benefit of creditors, or (d) if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction, or (e) if a petition shall be filed for the reorganization of the Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed with sixty (60) days after it is begun, or if a petition shall be filed for arrangements under any provisions of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts, or (f) the Tenant assigns or sublets in violation of Section 12 of this Lease, then, and in any of the said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit thereof or consent in a former instance), the Landlord lawfully may, immediately, or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of his 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 may store the same in any public warehouse all at the expense and risk of the Tenant, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this lease shall terminate; and the Tenant agrees, notwithstanding any entry or re-entry by the Landlord whether by 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. 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 Tenant over and above the then cash rental value (in advance) of the premises for the balance of the term discounted to its present value. Nothing herein contained shall, however, limit or prejudice the right of the Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damage referred to above.

If the Tenant shall default, after receipt of reasonable notice thereof and expiration of applicable grace and cure periods, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligation for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of twelve (12%) per cent per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

14. LATE CHARGES. If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days after the due date, the Tenant shall pay the Landlord a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

15. SECURITY DEPOSIT. LESSEE shall pay to LESSOR, upon the execution of this lease, an amount equal to the first month's and last month's Base Rent, which shall be held as security for the LESSEE'S performance as herein provided and refunded to LESSEE at the end of this lease subject to LESSEE'S satisfactory compliance with the conditions hereof.

16. MISCELLANEOUS PROVISIONS.

- (a) All notices and other communications hereunder shall be in writing and delivered personally during business hours or sent by United States registered or certified mail, postage prepaid, return receipt requested, or by Federal Express or other

reputable overnight carrier to the addresses set forth below:

TO LANDLORD: Haven Properties LLC
Attn: James J. Mawn, Jr.
275 Mishawum Road
Woburn, MA 01801

TO TENANT: Joseph Torretta, President
D'Amici's Bakery, Inc.
500 Eastern Avenue
Lynn, MA 01901

Notice shall be deemed given when deposited with U.S. certified or registered mail or with a nationally recognized overnight courier, receipted, and shall be deemed received upon receipt by the party to be given notice or refused by such party. The customary receipt shall be conclusive evidence of such service. If any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

- (b) If the Tenant makes any payment of any amount less than that due hereunder, the Landlord, without notice, may accept the same as a payment on account; the Landlord shall not be bound by any notation on any check involving such payment nor any statement in any accompanying letter.
- (c) No failure on the part of the Landlord or Tenant to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the Landlord or Tenant, unless so stated in writing, shall discharge or invalidate such covenant or provision or affect the right of the Landlord or Tenant to enforce the same in the event of any subsequent breach or default. No payment by Tenant, or acceptance thereof by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than a payment on account. The acceptance by 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 Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.
- (d) Each party warrants that it has had no dealings with any broker or agent in connection with this lease and covenants to pay, hold harmless and indemnify the other party from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this lease or the negotiation thereof.
- (e) Notwithstanding anything herein contained, the term "Landlord" as used in this lease, means only the owner for the time being of the Leased Premises. In the

event of any sale thereof, the Landlord shall be relieved of all covenants and obligations hereunder that accrue after such date of sale and it shall be deemed, without further agreement, that the purchaser has assumed and agreed to carry out all covenants and obligations of the Landlord. Whenever provision is made for the doing of any act by a party, such act shall be done by such party at its own expense unless a contrary intent is so expressed. If a party is required to do any act (other than the payment of money) delays caused by or resulting from an Act of God, war, civil commotion, fire or casualty, labor difficulties, general shortages of labor, materials or equipment, government regulations or other causes beyond such party's reasonable control shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, a fixed period of time or "a reasonable time." In any case where work results from damage by fire, casualty, condemnation or eminent domain due allowance shall be made to the party required to perform such work for delays in the collection of such proceeds and awards. The Landlord shall not be deemed, in any way or for any purpose, to have become, a partner of the Tenant or a joint venturer with the Tenant.

- (f) If there be more than one (1) Tenant the obligations of the Tenants shall be joint and several. The words "Landlord" and "Tenant" and the pronouns referring thereto, shall mean, when the sense requires, the person so named, the respective heirs, legal representatives, successors and assigns, irrespective of whether singular or plural, masculine, feminine or neuter. Words of any gender shall include any other gender and the singular shall include the plural and the plural shall include the singular.
- (g) The covenants and agreements contained in the within lease shall apply to, enure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise provided.
- (h) Title to Improvements, Fixtures and Equipment. All trade fixtures, equipment and other personal property including, but not limited to, all signs, ice machines, soda fountains, freezers, walk-in coolers, coolers, refrigerators, chests, dishwashing machines, tables, chairs, carpeting, lighting fixtures, fans, hoods and other kitchen equipment, shall remain and continue to be the sole and absolute property of Tenant and may be replaced at anytime during the term of this Lease and may be removed at the expiration or termination of this Lease.
- (i) Landlord's Consent to Security Interest in Fixtures. Tenant shall have the right at any time to grant a security interest in any goods, trade fixtures and other personal property of a removable nature owned by Tenant, and installed or kept on the Leased Premises. Landlord hereby consents to any such security interest and disclaims any interest of any kind in any goods, trade fixtures and other personal property of a removable nature installed or kept on the Leased Premises. Landlord

agrees that it will, within ten (10) days after any written request by Tenant, confirm the foregoing consent and disclaimer in writing.

- (j) Landlord's Consent to Leasehold Mortgages. Tenant may at any time mortgage, encumber, pledge or assign as security its right, title and interest in and to the leasehold estate created hereby, provided the same are automatically subordinated to all fee mortgages now or hereafter placed by the Landlord on the overall Leased Premises.
- (k) Default by Landlord. If Landlord shall breach any warranty or fail to perform any covenant required to be performed by Landlord under the terms of this Lease and such breach or failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant (except if the nature of the default is such that it cannot be cured within such thirty (30) day period, in which event Landlord shall not be in default so long as it commences to cure within such thirty (30) day period and thereafter reasonably and in good faith proceeds to cure such default), or if Landlord shall fail to pay any sums due to Tenant hereunder, and such failure shall continue for a period of twenty (20) days after receipt by Landlord of written notice thereof from Tenant, then Tenant may, in addition to any of Tenant other rights set forth elsewhere in this Lease: (a) cure any default or breach of warranty of Landlord hereunder, and perform any covenants which Landlord has failed to perform, and any sums expended by Tenant in curing such default or breach of warranty and performing such covenants shall be paid by Landlord to Tenant immediately upon demand, shall bear interest at the rate of twelve (12%) percent per annum from the date of demand, and may be offset by Tenant against future rentals; (b) bring suit to recover from Landlord all sums due Tenant from Landlord, together with reasonable attorney's fees and interest, at the rate of twelve (12%) percent per annum thereon; and / or (c) declare this Lease to be terminated, in which event Tenant shall have no further liability hereunder.
- (l) Presently Existing Mortgages/Deeds of Trust. Within fifteen (15) business days of execution of this Lease, Landlord shall provide Tenant with an Agreement of Subordination, Non-Disturbance and Attornment originally executed by all entities or parties presently holding any interest, mortgages, deeds of trust or other liens upon the Leased Premises.
- (m) Estoppel Certificates. At any time and from time to time upon the written request of either of the parties hereof, Landlord or Tenant, as the case may be, shall deliver to the party requesting the same a certificate executed in recordable form stating: (i) whether or not this Lease is in full force and effect, (ii) whether or not any rights to renew the term of this Lease have been exercised and the date on which this Lease will terminate, (iii) whether or not this Lease has been modified or amended in any way and attaching a copy of such modification or amendment, (iv) whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any, (v) the

status of rent payments and (vi) any other facts regarding the operation of the Lease which either party may reasonably request.

- (n) Injunction. In addition to all other remedies the parties may have under this Lease, at law or in equity, Landlord and Tenant are entitled to the restraint by injunction of all violations, actual, attempted or threatened of any covenant, condition or provision of this Lease.
- (o) Permitted Signage. Tenant shall be permitted to install and maintain, at Tenant's expense, signage on the exterior of the Building that is consistent with the linear exterior or pro-rata square footage of the building, whichever is greatest, but subject to governmental approval and Landlord's reasonable approval, which Landlord shall not unreasonably withhold, condition or delay.
- (p) Holdover. Any holding over by Tenant after the expiration of the Lease Term or Extension Term, as applicable, shall be treated as a tenancy at sufferance at twice the Base Rent and Additional Rent herein and shall otherwise be on the terms and conditions set forth in this Lease as far as applicable. The Landlord's collection of holdover rent as herein provided shall not be deemed a waiver of Landlord's rights to take possession of the Leased Premises nor shall it establish any rights on the part of Tenant to occupy the Leased Premises. Tenant agrees that any payments made to Landlord while Tenant holds over shall constitute payments for use and occupancy only and shall not establish any subsequent tenancy notwithstanding any language or endorsements placed on any check tendered to Landlord.
- (q) Construction of Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Landlord" and "Tenant" shall be deemed to include the heirs, personal representatives, legal representative, successors, sublessee and assigns of said parties, unless the context excludes such construction. This Lease shall be governed by and construed in accordance with the laws of the state in which the Leased Premises are located.
- (r) Invalidity of Provisions. If any term of provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
- (s) Survival of Lease Covenants. The terms, conditions, and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, successors or assign, and shall run with the Land.
- (t) Headings. It is understood and agreed that the headings are inserted only as a

matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

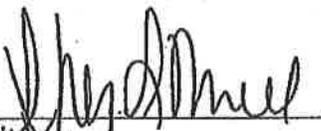
- (u) Binding Effect. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are included herein and may be modified or altered only by agreement in writing by Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof. Tenant acknowledges that (i) before entering into this Lease, Tenant has made its own observations, studies, determinations and projections with respect to Tenant's business at the Leased Premises, including, without limitation, competition, market size, sales volume, profitability and demographics, both present and prospective, and (ii) neither Tenant nor any representative of Tenant has relied upon any representation by Landlord or any representative of Landlord with respect to any of said factors.
- (v) Entire Agreement. This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
- (w) Hazardous Substances. Tenant, its successors, assigns, agents, servants, employees and invitees shall not conduct, or permit to conduct any activity, including but not limited to, the dumping or storage of hazardous waste, on the Premises which would give rise to a lien pursuant to the provisions of Massachusetts General Laws Chapter 21E (Massachusetts Oil and Hazardous Materials Release Prevention Act). Tenant agrees to strictly abide by all section of Chapter 21E and shall indemnify and hold Landlord harmless from any and all damages, liabilities or losses which Landlord may suffer, directly or indirectly, including but not limited to attorney's fees, as a result of any claims, demands, costs or judgments against the Landlord, in any manner arising out of Tenant's failure to comply with the provisions hereof.
- (x) Tenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the Leased Premises, and to the extent of any work performed by the Tenant therein.
- (y) Non-Interference. Any action taken by the Landlord under this Lease shall be taken in a manner that will not unreasonably interfere with Tenant's use and occupancy of the Leased Premises.
- (z) Consent. Where either party's consent or approval is required hereunder, it shall not be unreasonably withheld, conditioned, delayed or qualified.

(aa) Waiver. Failure on the part of Landlord or Tenant to complain of any matter however long the same may continue, shall never be a waiver by Tenant or Landlord, respectively, of any of the other's rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and 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 Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent similar act by the other.

17. Notice of Lease. This Lease shall not be recorded, but a Notice of Lease, in substantially the form attached hereto as Exhibit E, describing the property herein demised, giving the term of this Lease and of all extensions, shall be executed at the time of the execution of this Lease and may be recorded by either party. All governmental charges attributable to the execution or recording of the notice of lease shall be charged to and be paid by Tenant.

18. The execution and delivery of this lease by the party so executing and delivering this Lease on behalf of the Landlord and Tenant, respectively, constitutes a warranty and representation by such party that such party is duly authorized and empowered for and on behalf of such party to execute and deliver this Lease, and that this Lease constitutes a valid and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed and sealed this lease in duplicate the day and year first above written.



Witness

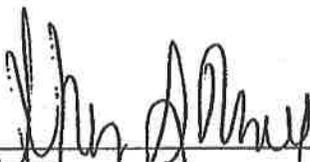
LANDLORD:
Haven Properties, LLC

By 

James J. Mawn, Jr., Manager

By 

Mary Elizabeth Mawn, Manager



Witness

TENANT:
D'Amici's Bakery, Inc.

By 

Joseph Torretta, President and Treasurer

EXHIBIT A

Legal Description (600-622 Main Street, Reading, MA)

PARCEL ONE:

A certain parcel of land with the buildings thereon situated at the corner of Main, formerly Ash Street, and Haven Streets in said Reading, bounded and described as follows, viz: Beginning at the northeasterly corner thereof on Main Street; thence westerly by land now or formerly of the heirs of Daniel Pratt one hundred sixty-five (165) feet to a stake by the Northwest corner of a barn; thence in a Southerly direction ninety (90) feet to a stake by said Haven Street, thence Easterly by said Haven Street one hundred fifty-eight feet to said Main Street; thence Northerly by said Main Street fifty-four (54) feet to the point of beginning.

PARCEL TWO:

A certain parcel of land, with the buildings thereon situated on the westerly side of Main or Ash Street in said Reading bounded as follows, viz: Beginning at a stone post at the northeasterly corner thereof by said street and at land formerly of Stephen Foster, now of Camp; thence the line runs North $66\frac{3}{4}^{\circ}$ West by said Camp's land one hundred fifty-six feet five inches more or less to a stake; thence southwesterly by land of Daniel F. Pratt as the fence stands, about seventy-nine feet to land now or late of Martin E. Kingman, then South $65\frac{3}{4}^{\circ}$ East one hundred fifty-one feet ten inches, more or less to said Street, being the street formed by the blending of Ash and Main Streets at a stone post; thence by said Street North 26° East twenty-one feet two inches; then North $25\frac{1}{4}^{\circ}$ East still by said street, sixty-one feet six inches more or less to the point of beginning.

PARCEL THREE:

The land with the buildings thereon, in said Reading being shown on "Plan of Land situated in Reading, Mass., to be conveyed to the Reading Masonic Temple Corp." dated August 1929, Davis & Abbott, C.Es, being further bounded and described as follows:

Beginning at a point distant one hundred thirty-six and $\frac{43}{100}$ (136.43) feet Easterly from Sanborn Street at other land of Lilla Swain; thence the line runs North $19^{\circ} 30'$ West by said land of Swain, thirty-six and $\frac{62}{100}$ (36.62) feet to a stone bound at land of Abbott and Tucker; thence the line runs North $86^{\circ} 12'$ East by said land of Abbott and Tucker, ninety-eight and $\frac{40}{100}$ (98.40) feet to a spike in a post at other land of the Reading Masonic Temple Corp; thence South $3^{\circ} 43' 40''$ East by land last named, thirty-seven (37) feet to an iron rod at land of the N.E. Tel. & Tel. Co.; thence South $87^{\circ} 20'$ West by land last named, eighty-eight and $\frac{47}{100}$ (88.47) feet to a stake at said land of Lilla Swain and the point of beginning. Containing 3,371 square feet.

PARCEL FOUR:

A parcel of land in the Town of Reading, County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows: Commencing at the northeasterly corner of the land of said New England Telephone and Telegraph Company at a point in the line of said property one hundred thirty-six

and 43/100 (136.43) feet easterly from the easterly line of Sanborn Street; thence southeasterly along the southwesterly line of lot B as shown on a plan of land in Reading, Massachusetts, now or formerly belonging to Daniel F. Pratt Estate, October 27, 1922, Dana F. Perkins, C.E., eighty-eight and 47/100 (88.47) feet; thence southwesterly along land of Reading Masonic Association forty-four and 69/100 (44.69) feet; thence northwesterly along the land of said Reading Masonic Association and land now or formerly of Charles N. S. Rich, seventy-two (72) feet; thence northerly to the point of beginning containing approximately three thousand five hundred eighty-six (3,586) square feet.

PARCEL FIVE:

The land with the buildings thereon situated in said Reading on the northerly side of Haven Street, containing about 5,700 square feet of land and bounded as follows, viz: Beginning at the southwesterly corner thereof at said Haven Street and land formerly of Delia Boyce, thence the line runs northerly by said Boyce land and land formerly of Daniel F. Pratt, one hundred fifteen (115) feet, more or less, to a corner; thence easterly by said Pratt land, sixty-two (62) feet, more or less, to a stake at a corner of land of the Reading Masonic Temple Corporation; thence southerly by said Corporation's land, ninety (90) feet, more or less, to said Haven Street; thence westerly about fifty (50) feet by said street to the point of beginning.

PARCEL SIX:

The land in said Reading, bounded and described as follows: Southerly by Haven Street forty-five feet, four inches; Easterly by land of the heirs or devisees of George H. Atkinson eighty-five feet, four inches; Northerly by land of the heirs or devisees of Daniel f. Pratt forty-six feet, six inches; and Westerly by land now or formerly of Henry R. Johnson ninety-six feet, eight inches; be said measurements more or less, or however otherwise bounded, measured or described.

PARCEL SEVEN:

The land on Main Street in said Reading with the buildings thereon, bounded and described as follows:

Beginning at a drill hole on the present westerly sideline of Main Street, at a point five and 50/100 (5.50) feet from a stone bound at the southeasterly corner of the premises, thence running from said drill hole northwesterly by land now or formerly of Reading Masonic Temple Corporation in two courses, seventy-eight and 83/100 (78.83) feet and forty-seven and 01/100 (47.01) feet, more or less, to a point, thence turning and running northeasterly by land of the Inhabitants of the Town of Reading, formerly of Blanche G. Abbott, forty-eight and 81/100 (48.81) feet, more or less, to a point at land of Capitol Realty Co., thence turning and running southeasterly by land of said Capitol Realty Co., twenty-seven and 80/100 (27.80) feet, more or less, to a point at land of Friend Bros. Realty Trust, thence turning and running southwesterly by land of said Friend Bros. Realty Trust, twenty-nine and 14/100 (29.14) feet, more or less, to a point at land now or formerly of Gordon, thence turning and running southeasterly in two courses by land of said Friend Bros. Realty Trust, nineteen and 15/100 (19.15) feet and seventy-eight and 85/100 (78.85) feet, more or less, to the nearer of two drill holes, thence turning and running southwesterly by the present westerly sideline of Main Street, thirty-seven and 35/100 (37.35) feet, more or less, to the point of beginning.

Containing 4,590 square feet of land more or less.

Said described premises being shown on plan entitled "Plan of Proposed Municipal Parking Area, Town

of Reading, May 1946, H. Kingman Abbott, Surveyor.", duly recorded in Middlesex South District Deeds Book 6933, Page 87.

Said premises are hereby conveyed subject to existing rights of way of record, if any.

PARCEL EIGHT:

A certain right of way located off Main Street, Reading, Mass. conveyed to John Barsomian and Marianne Barsomian by deed of George D. Emerson Co. dated December 8, 1970 and recorded South Middlesex Registry of Deeds Book 11930, Page 621. Said right of way nine (9) feet wide over said land owned by Arthur D. Gordon as set forth in a deed from Silas H. Parks to Joseph R. Camp, dated November 4, 1901 and recorded with said Deeds, Book 2928, Page 454.

Also, any and all rights acquired under agreement made by Silas D. Gordon and Joseph R. Camp, dated June 27, 1905 and recorded with said Deeds, Book 3171, Page 454, all of which rights were assigned to Charles Sullivan by Joseph R. Camp under assignment dated September 9, 1910 and recorded with said Deeds, Book 3546, Page 19.

There is excepted from the aforesaid parcels, so much as was conveyed previously by Reading Masonic Temple Corporation and/or Millard F. Charles Building Corporation as follows:

1. Deed to the Town of Reading dated September 26, 1930, recorded with said Deeds in Book 5504, Page 233;
2. Deed to the Reading Co-operative Bank dated November 9, 1956, recorded with said Deeds in Book 8852, Page 43;
3. Deed to W. Dana Bartlett, Jr. dated August 29, 1957, recorded with said Deeds in Book 9014, Page 253;
4. Deed to John Barsomian and Marianne Barsomian dated July 25, 1972, recorded with said Deeds in Book 12270, Page 167.

Less so much as was taken by the Board of Selectmen of the Town of Reading as set forth in document dated August 28, 1946, recorded with said Deeds in Book 7044, Page 494.

Less so much as was taken by the Board of Selectmen of the Town of Reading as set forth in document dated December 29, 1952, recorded with said Deeds in Book 8015, Page 399.

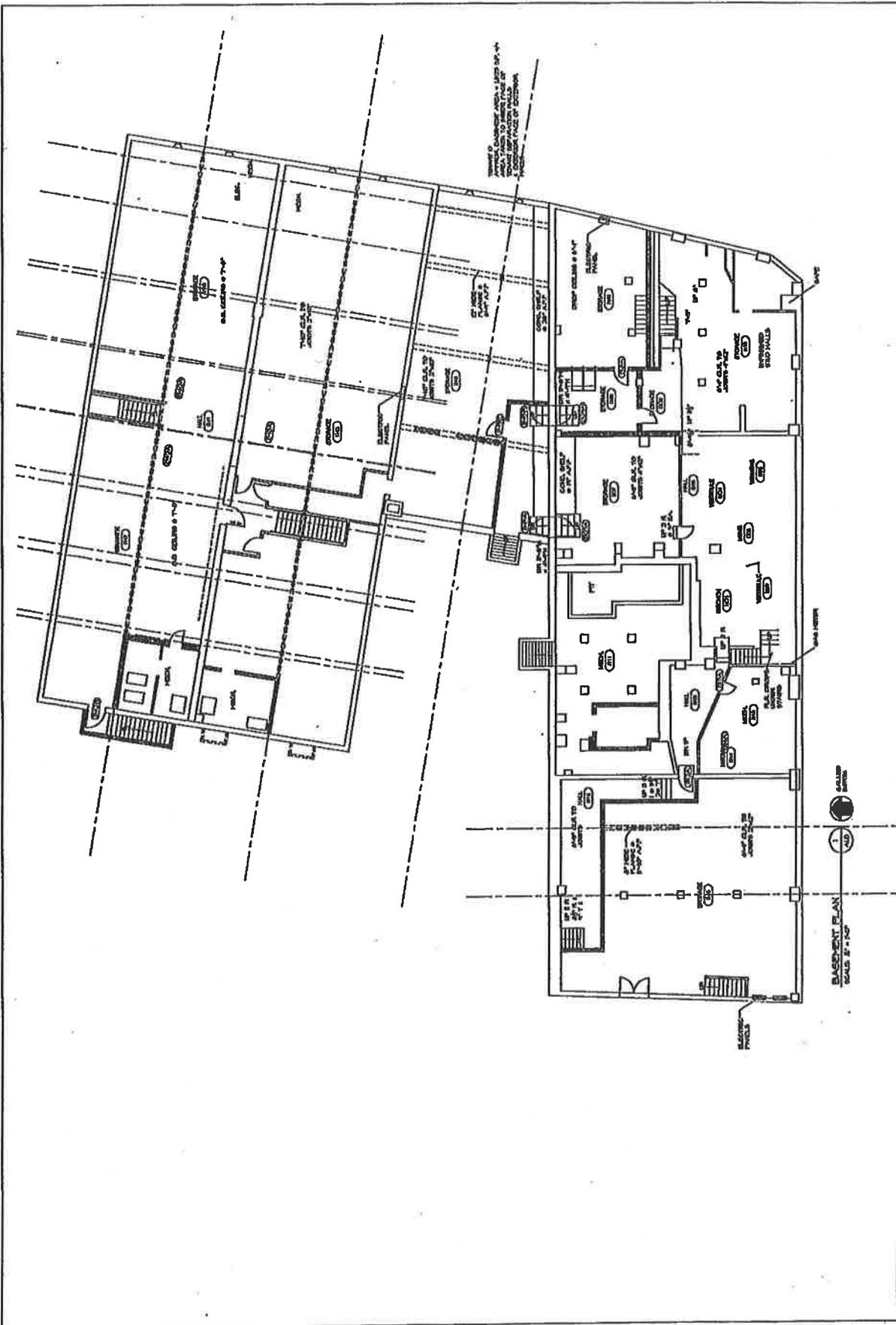
For title reference, see deed from Millard F. Charles Building Corporation to Haven Properties, LLC recorded with Middlesex South District Registry of Deeds in Book 45398, Page 3.

Gregory A. O'Connor Architects, Inc.
 ARCHITECTS
 239 South Street Worcester, Massachusetts 0109 • 208-794-1277

NO.	REVISION

M.F. CHARLES BUILDING
 602 - 622 MAIN STREET WORCESTER, MASSACHUSETTS
 BASEMENT PLAN

DATE: 10/17/02
 JOB NO. 1-102
 SHEET NUMBER: A1B



5e30

EXHIBIT C
LANDLORD'S WORK

Landlord to undertake the following:

- 1) Complete all work on the Leased Premises in order to deliver a "Vanilla Box" that will have electric, gas, water and sewer services stubbed to the Premises for a full service restaurant, subject to any and all design modifications and agreements (in writing) between Landlord's contractor and Tenant;
- 2) Install heating and air conditioning suitable for loads of proposed use and any and all required fire sprinkler and suppression systems in the Leased Premises (drops and disbursements by Tenant);
- 3) Provide a dumpster location at the rear of the Building and Land opposite Main Street for Tenant's use in common with others and enclose such dumpster area with fencing or as otherwise required by Town of Reading Community Planning and Development Commission ("CPDC");
- 4) Replace fence along Main Street; and
- 5) Landlord shall be responsible for upgrades to façade and installation of new storefront and glass.

- ① (6) LANDLORD RESPONSIBLE FOR SUSPENDING CEILING THROUGHOUT FIRST FLOOR
- ② (7) LANDLORD WILL CUT IN AND INSTALL STAIRWAY TO BASEMENT FROM KITCHEN ACCORDING TO TENANT'S FLOOR PLAN

EXHIBIT D
TENANT'S WORK

TO BE ATTACHED

EXHIBIT E

NOTICE OF LEASE

Pursuant to the provisions of Mass. General Laws Chapter 183, Section 4, as amended, notice is hereby given of a lease containing the following information:

LANDLORD: HAVEN PROPERTIES, LLC

TENANT: D'AMICI'S BAKERY, INC.

DATE OF EXECUTION: April 3, 2013

DEMISED PREMISES: A PORTION OF THE LAND AND BUILDINGS KNOWN AS 600-622 MAIN STREET, READING, MASSACHUSETTS, WHICH PROPERTY IS FURTHER DESCRIBED IN THE DEED TO THE LANDLORD RECORDED AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS AT BOOK 45398 PAGE 3.

LEASE COMMENCEMENT DATE:

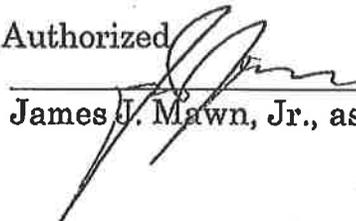
LEASE TERM: THE TERM OF THIS LEASE SHALL COMMENCE ON THE COMMENCEMENT DATE AND SHALL EXPIRE ONE HUNDRED TWENTY (120) MONTHS FROM THE RENT COMMENCEMENT DATE. TENANT HAS OPTIONS TO EXTEND THE LEASE TERM FOR TWO ADDITIONAL SIXTY (60) MONTH TERMS.

SIGNED AND SEALED ON April 3, 2013.

HAVEN PROPERTIES, LLC

Duly Authorized

By:


James J. Mawn, Jr., as manager

D'AMICI'S BAKERY, INC.

Duly Authorized

By: [Signature]
Joseph Torretta, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ___ day of April, 2013, before me, the undersigned notary public personally appeared James J. Mawn, Jr., as manager of Haven Properties, LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Haven Properties LLC.

[Signature]

NOTARY PUBLIC: _____
Commission Expiration: _____



SHARON L. RUSSELL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES JANUARY 27, 2017

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 3rd day of April, 2013, before me, the undersigned notary public personally appeared Joseph Torretta, as president and treasurer of D'Amici's Bakery, Inc., proved to me through satisfactory evidence of identification, which was a driver's license with a photograph, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of D'Amici's Bakery, Inc.

[Signature]

NOTARY PUBLIC: _____
Commission Expiration: _____



SHARON L. RUSSELL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES JANUARY 27, 2017

5e35

**GUARANTY OF LEASE
BETWEEN D'AMICI'S BAKERY, INC. AS TENANT AND
HAVEN PROPERTIES, LLC AS LANDLORD**

In consideration of the execution of the foregoing Lease by the Landlord and at the request of the Tenant, the undersigned hereby guarantees unto said Landlord, and its successors and assigns, the punctual payment by the Tenant of all rents and other payments payable or at any time falling due under said Lease during the first sixty (60) months of the initial term of said Lease, and the full, faithful and punctual performance by said Tenant of all the covenants, agreements and provisions contained in said Lease on the part of said Tenant to be done, paid, performed or observed prior to or during the first sixty (60) month term of said Lease or any modification by said Landlord of or with respect to any of the covenants, agreements and/or provisions of said Lease, or consent by said Landlord to any assignment by said Tenant of said Lease, demand and notice of default being hereby waived. The undersigned waive all suretyship defenses and defenses in the nature thereof and assent to any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to Tenant, and which shall in no way affect the liabilities of the undersigned hereunder, or in any way release the undersigned from the obligations under the terms of this guaranty. Whenever the context herein so requires or admits the term "Landlord" shall include the Landlord's successors and assigns and the term "Tenant" shall include the Tenant's successors and assigns.

WITNESS the execution hereof under seal by the undersigned the day and year first written in the Lease.



Joseph Forretta



Town of Reading

APPLICATION FOR OUTDOOR DINING ON PUBLIC SIDEWALKS

Applications need to be submitted at least 30 days prior to
the commencement of outdoor seating
Outdoor sidewalk seating permitted April 15 – October 31
Licenses must be renewed yearly

610 MAIN ST.

1. Business Applicant

Business Name & Address OLY of Reading, LLC Reading, MA
Business Owner James Berberian + Jim Alex
Business Manager Miguel Beltram

Contact information (mailing address, phone number, email address)

OLY of Reading, LLC 610 Main Street Reading MA.
Phone # - 949-689-6000

2. Building Owner

Contact information (name, mailing address, phone number, email address)

Haveu Properties, LLC
275 Mishawum Road 4th Floor
Woburn, MA 01801
781-923-6650

3. Do you possess a current Town of Reading Common Victualers license? YES NO

4. Do you possess a current License for Sale of Alcoholic Beverages? YES NO
If yes, alcohol may be served at the outdoor sidewalk seating. You will need to submit a plan/strategy for serving alcohol at sidewalk seating.

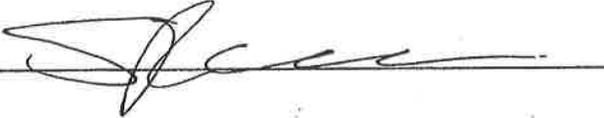
(turn over to continue application)

5. Have you had a license revoked, suspended or been fined by the Town of Reading or the Commonwealth of Massachusetts within the past 12 months? YES ___ NO X
If yes, please explain:

6. (a) Current indoor seating capacity _____
(b) Proposed seating capacity for sidewalk seating: 3

7. Days and Hours of operation:
M - TH 11:00 AM → 9 PM
F - S 11:00 AM → 10 PM

I attest that I have read and understand the *Town of Reading Regulations for Outdoor Dining Licenses utilizing Public Sidewalks* and agree to uphold these regulations.

Applicant 

Date 5-6-14

CHECKLIST FOR APPLICATION

- ☼ Signed application form ✓
- ☼ Proof of Business Ownership ✓
- ☼ Copy of Town of Reading issued Common Victualers license ✓
- ☼ If premises are leased, copy of lease or written permission by building owner ✓
- ☼ Permit to Operate a Food Service Establishment issued by the Reading Board of Health ✓
- ☼ Professionally drawn plan and all supporting documents containing the information required in order to make a decision as to the license and shall also include a plan for outdoor lighting if any is proposed ✓
- ☼ If applicant business possesses an Alcohol License ✓
 - Alcohol control plan including Managers plan regarding service of alcohol on the licensed premises and the sidewalk area. ✓
- ☼ Two photos of location where sidewalk seating will be placed in relation to establishment
- ☼ Non-refundable yearly application fee of \$100 payable to *Town of Reading*

CHECKLIST AFTER APPROVAL OF APPLICATION

- ☼ Certificate of Insurance naming *Town of Reading* as additional insured
- ☼ Final Photograph of approved sidewalk seating

Submit applications to: Office of the Town Manager
16 Lowell Street
Reading MA 01867

To: Selectmen of Reading
From: OLY of Reading, LLC. (Orange Leaf)
Address 610 Main Street

Dear Selectmen:

We are writing to you to ask for your approval for a bench to be allowed outside of our store. Attached with this letter is a plot plan with a drawing to scale of the bench. The drawing shows that we would have the necessary 36 inch clearance required by the ADA.

We also understand that the bench would need to be removed in the winter and from time to time in inclement weather.

Please consider this request. We can be reached at 949-689-6000 on questions.

Thank you very much,



James Berberian
Co - Owner

<< Return To Previous Page

Print Page...

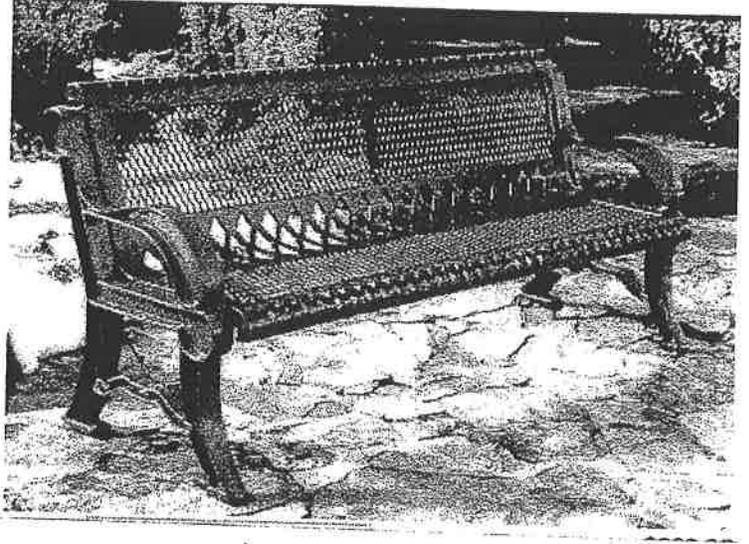
Model WCB6WBVILLAEXP

Villa Style bench, 6 foot.

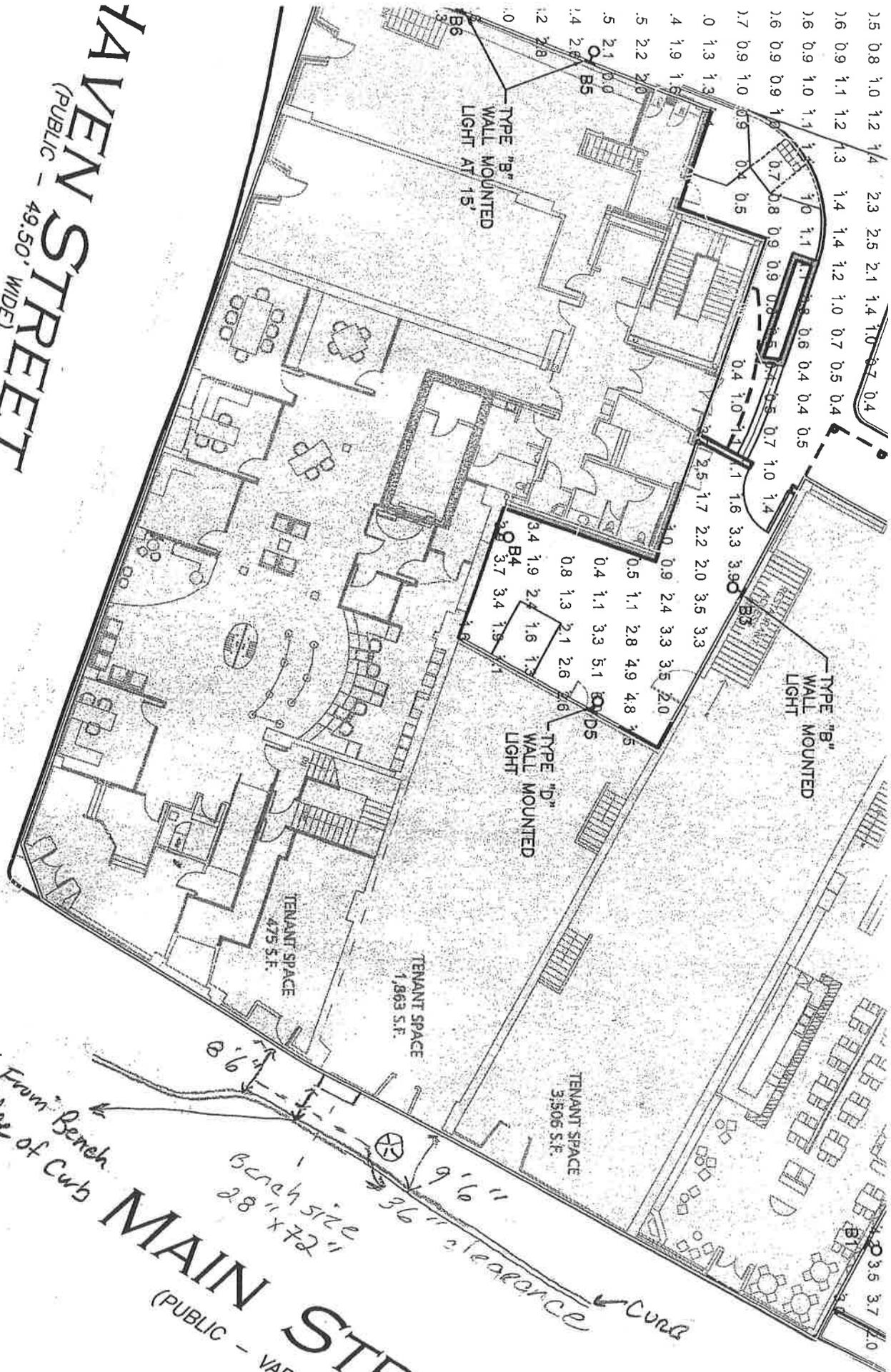
Villa Style benches have a refined new look. The back and seats are made with #9 gauge 3/4" expanded metal with a larger diamond design in the middle for added style. Cast Aluminum Villa Frame.

We also have matching Trash Receptacles

Color of bench
is BLACK



YAVEN STREET
 (PUBLIC - 49.50' WIDE)



74" From Bench
to edge of Curb

Bench size
28" x 72"

MAIN STREET
 (PUBLIC - VARIABLE WIDTH)

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

000085.217723.0003.001 1 MB 0.404 532



OLY OF READING LLC
JAMES BERBERIAN MBR
4 BANCROFT RD
ANDOVER MA 01810

000085

Date of this notice: 06-28-2013

Employer Identification Number:

Form: SS-4

Number of this notice:

For assistance you may call us
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EI This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2013

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832

Proof of B.S. ownership

5f6

From: **Jim Mawn** jmawn@nbtc.com
Subject: RE: Reading - Orange Leaf - Bench
Date: May 6, 2014 at 8:25 AM
To: James Berberian jamesberberian@me.com, Carla Judson cjudson@mawn-mawn.com

James,
You have permission from the Landlord, Haven Properties LLC to install the bench.

Jim Mawn

James J. Mawn, Esq.
President & CEO

Northern Bank & Trust Company
275 Mishawum Road
Woburn MA 01801
Phone: (781) 937-5400
Fax: (781) 937-5416
Website: www.nbtc.com

Land Lord
Permission

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

From: James Berberian [mailto:jamesberberian@me.com]
Sent: Tuesday, May 06, 2014 7:45 AM
To: Carla Judson
Cc: James Berberian; Jim Mawn
Subject: Reading - Orange Leaf - Bench

Carla:

I am working on an application for the town of Reading to put a bench in front of our store. The application requires written permission from the landlord.

Could you confirm back via email that we have permission to apply for a bench permit?

Thank you

James Berberian
cell - 949-689-6000

In the News: Northern Bank & Trust Earns High National Ranking for Performance <http://www.nbtc.com/home/about/news/snl_2013>

Caution: Helping protect your personal information while it is in our possession is very important to us. Please help us in this regard and never include non-public personal information such as account numbers, tax identification numbers in the e-mail's subject or body text. This information should only be sent to us as an encrypted e-mail file attachment.

If the reader of this message, regardless of the address or routing, is not an intended recipient, you are hereby notified that you have received this transmittal in error and any review, use, distribution, dissemination or copying is strictly prohibited. If you have received this message in error, please delete this e-mail and all files transmitted with it from your system and immediately notify NBTC by sending a reply e-mail to the sender of this message.

Thank you.

Northern Bank & Trust Company

5f7



Town of Reading
Commonwealth of Massachusetts
Board of Health



FOOD ESTABLISHMENT LICENSE

10 Lowell Street P.O. Box 942-9061 Fax: (781) 942-9071
(must be posted on the Premises of the Food Establishment)

2013

Permit Number: **FM-13-243**

Permit Type: **Food Establishment License**

Goods & Services:

Food Service: 0 - 50 seats
Frozen Dessert

Name of License Holder: **Orange Leaf Frozen Yogurt**

Name of Food Establishment **Orange Leaf Frozen Yogurt**

Address of Food Establishment **610 Main Street**

This License is granted in conformity with the statutes, Regulations and ordinances relating thereto, and expires on 12/31/2014 unless sooner suspended or revoked.

Restrictions:

Notes:

Effective: **12/21/2013**

Permit Fee: **\$140.00**

BOARD OF HEALTH:

By:

Director of Public Health

548



THE COMMONWEALTH OF MASSACHUSETTS

Number: 2014-52

Fee: \$50.00

TOWN OF READING

This is to certify that **James Berberian d/b/a Orange Leaf Frozen Yogurt, 612 Main Street, Reading, MA**, seating 34 customers

IS HEREBY GRANTED A

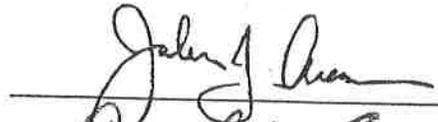
COMMON VICTUALLER'S LICENSE

in said Reading, Massachusetts and at that place only and expires December 31, 2014, unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

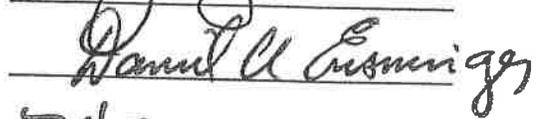
Pursuant to Section 3.6 of the Board of Selectmen's Policies, patrons are not permitted to bring alcoholic beverages on the premises for their own consumption and licensees are not permitted to keep alcoholic beverages on the premises except for a small quantity that is used in preparation of certain specialty cooked foods. All signs shall conform with the sign regulations of the Town of Reading.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.



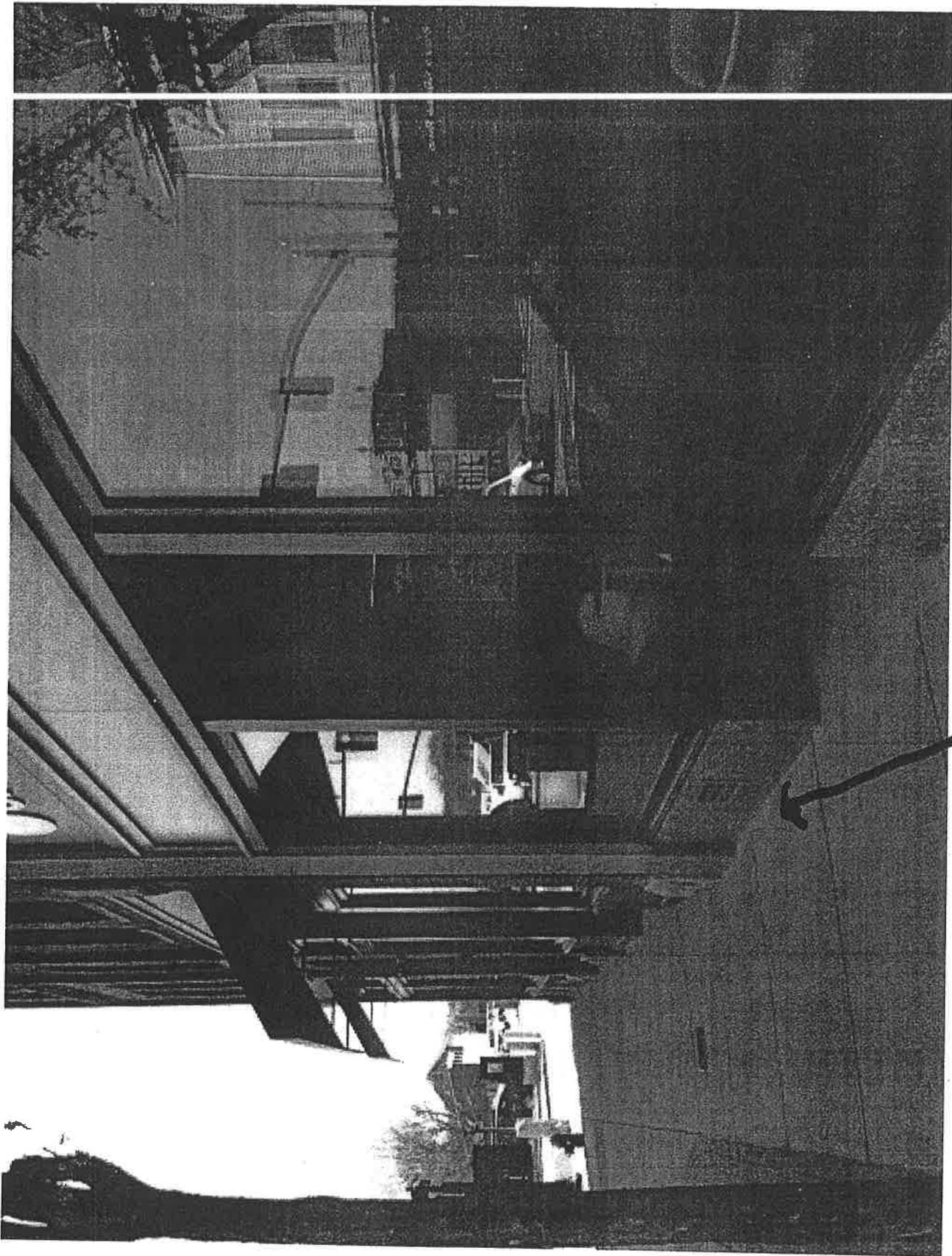






Date Issued: December 17, 2013

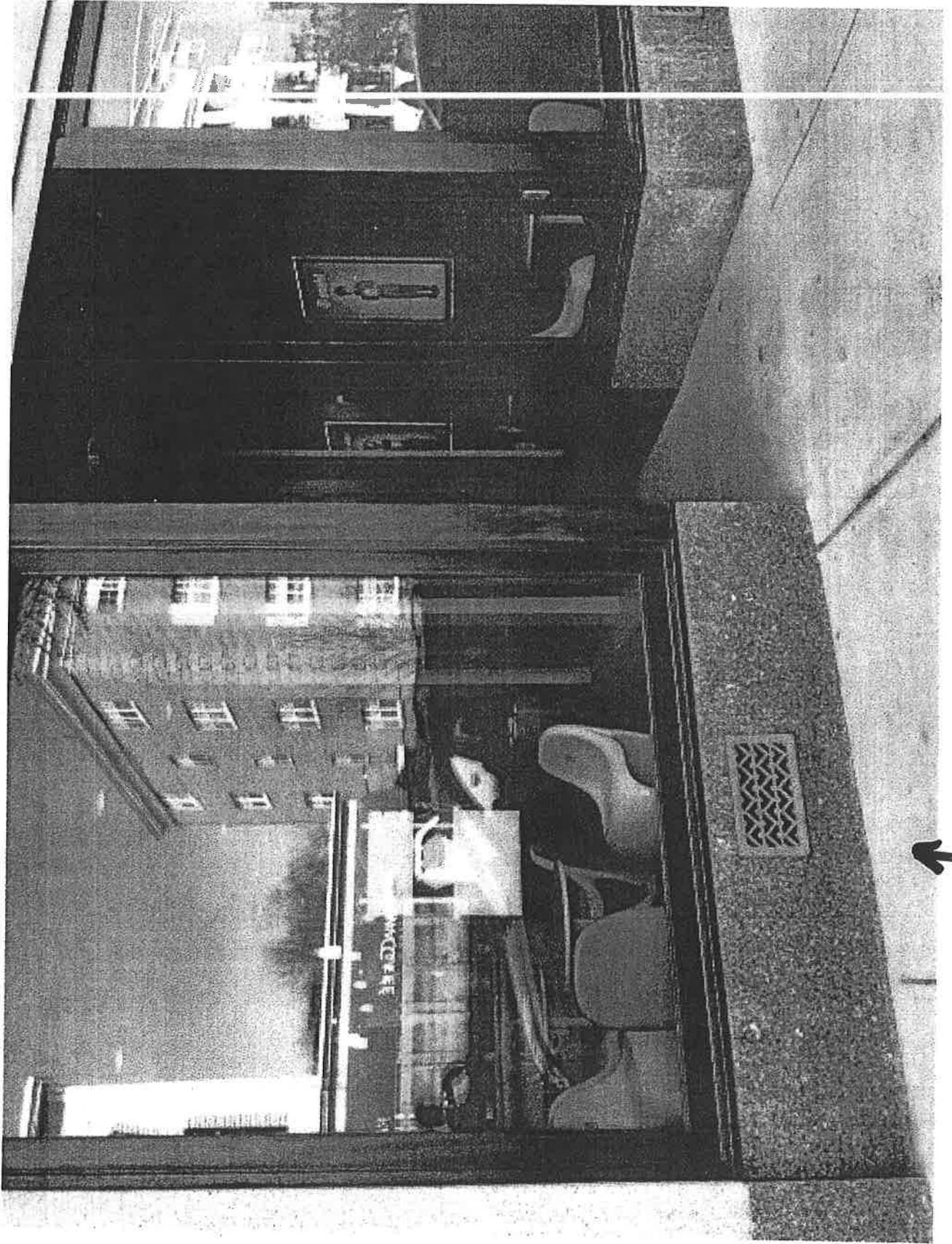
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Bench

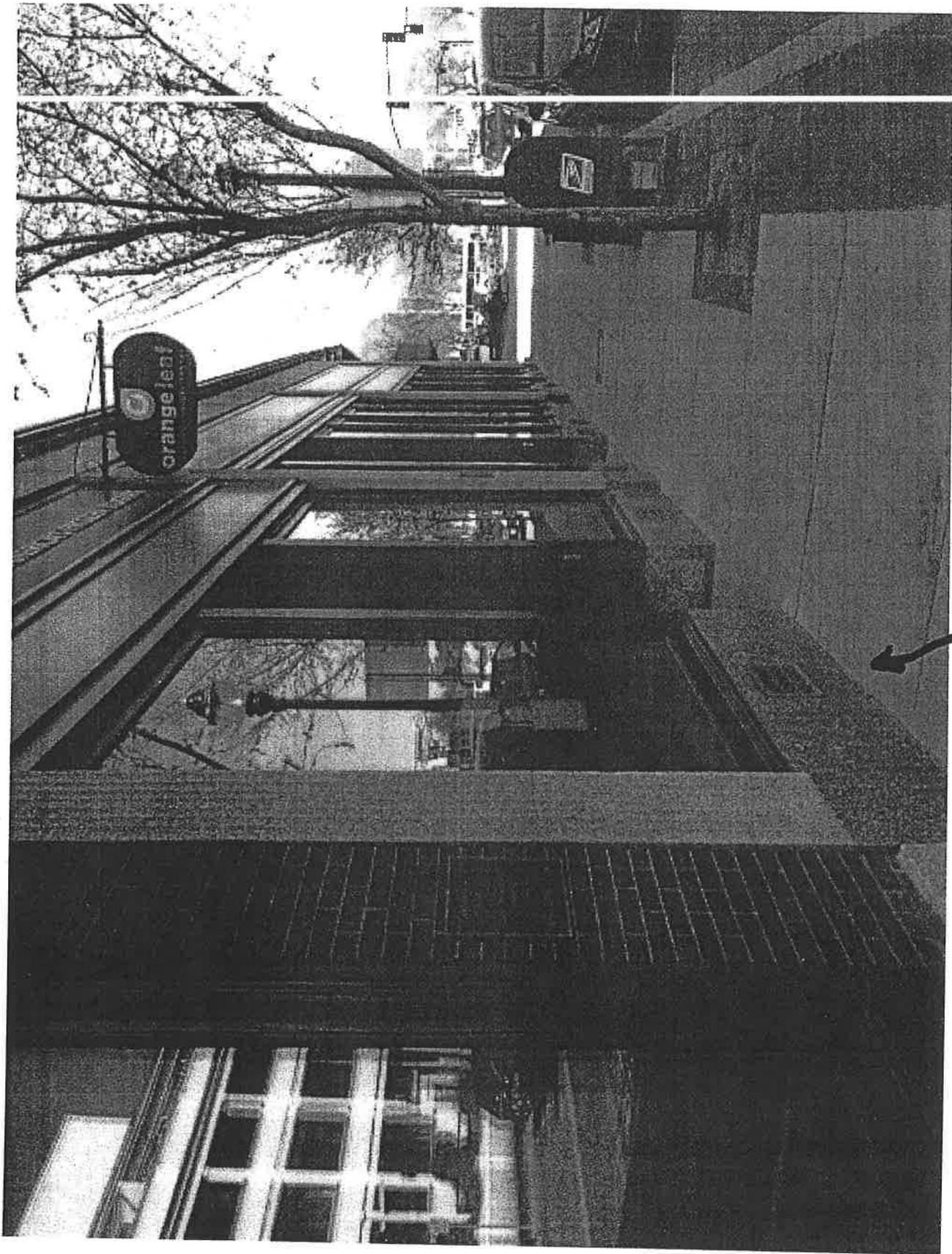


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Bench

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To: Board of Selectmen of the Town of Reading and/or Town Manager office
From: Jasmin Patel (President of Liquor Junction dba Kajal and Kevin LLC)
Date: May 12, 2014
Re: Liquor Junction new location build-out

The Selectmen and ABCC have approved the liquor license transfer from CWI LTP d/b/a The Wine Bunker to Kajal and Kevin LLC d/b/a Liquor Junction and move to new location within same plaza of 1 General Way, Reading MA as of January 13, 2014.

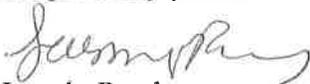
I would like to provide an update on the build out of new location.

- The landlord Danis Reading, has received a building permit and is working on build-out which is expected to be finished by May 16, 2014.
- Liquor Junction has secured the vendors for internal fixture setup and cooler installation after Landlord gives possession to Liquor Junction.
- The landolord and Liquor Junction are planning to complete the new location and open for business **on or before Jun 27, 2014**.
- **June 27, 2014** is a revised date from our initial plan of opening store on or before May 26, 2014. This revision is necessary due to the building permit process and vendor availability delays. As you all are aware, the winter weather was very difficult to have construction work done.

We would appreciate it if you would accept this new date.

Thank you for your time, attention, and consideration of this matter. Please contact Jasmin Patel at 9783946218 or jasmin22patel@yahoo.com for any inquiries.

Respectfully yours,



Jasmin Patel
President, Kajal and Kevin LLC d/b/a Liquor Junction

2014 MAY 12 PM 3:22

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Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2014-04-15

Time: 7:00 PM

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Attendees: **Members - Present:**

Chairman John Arena, Vice Chairman Marsie West, Secretary Daniel Ensminger, Selectmen John Halsey and Kevin Sexton

Members - Not Present:

Others Present:

Town Manager Bob LeLacheur, Office Manager Paula Schena, Town Clerk Laura Gemme, Fire Chief Greg Burns, Police Chief James Cormier, Head Dispatcher Vicky Avery, Steve Sadwick, Housing Authority Director Lynne Whyte, Tony Capobianco

Minutes Respectfully Submitted By: Secretary Daniel Ensminger

Topics of Discussion:

Reports and Comments

Selectmen's Liaison Reports and Comments – Daniel Ensminger noted he attended the Financial Forum and the early childhood meeting. There were a lot of concerns regarding traffic and the early childhood center.

John Arena welcomed the new members of the Board.

Town Manager's Report – The Town Manager gave the following report:

Town Manager's Office

- Last week the new Board of Selectmen met and reorganized as follows: Chair John Arena, Vice Chair Marsie West, Secretary Dan Ensminger, and congratulations to the newest BOS members John Halsey and Kevin Sexton.
- Volunteers are a key ingredient for both the School department and Town government. We have recently sent out inquiries to all Town volunteers who have a term ending on June 30th to see if they are interested in continuing to serve. For newcomers, please check out the Town's website for some volunteer opportunities and background information at <http://www.readingma.gov/town-manager/pages/volunteer-opportunities> and if you see something that interests you then please download an application form at http://www.readingma.gov/sites/readingma/files/file/file/volunteer_application.pdf. Note that in addition, there will be two openings as of July 1st on the Finance Committee because of term limits. The Selectmen's Volunteer Appointment Subcommittee will be meeting in late May to review the Board, Committee and Commission openings and match all volunteer's interested in helping out, so apply now!
- Tonight I will hand out a reorganized listing of BOS liaison assignments that attempts to capture the significant Boards, Committees and Commissions in Reading. For FY14, Goal #5 for the Town Manager and staff is as follows: "Discuss with BOS the need for broad BCC meetings to convey information and expectations. For information, include Open Meeting Law

- *and Ethics trainings, and a discussion of electronic meeting support. For expectations, discuss two-way BOS-BCC communication options. As needed, give further direction to specific BCCs on their mission or operating procedure.”* As part of the Retreat scheduled for May, we should discuss how to ensure that organized communication combined with clear shared Town-wide goals can properly utilize all of the amazing volunteer hours and efforts that we are fortunate enough to have in Reading. The BUS liaison assignments do not need to be completed until the Selectmen are comfortable in this approach.
 - Tonight updates from MAPC, the Reading Housing Authority, the Charter Committee and the Citizen’s Advisory Board (RMLD) will be presented. RMLD General Manager Coleen O’Brien is out of town but happy to answer any questions that might arise from tonight’s review of REC activity, the Cost of Service study, or the projected rate increase (still +1.5% this summer). RMLD staff is examining the cost side to make sure the rate increase is needed. Next week we will hear from the Fall Street Faire Committee, Recreation, and the Reading Ice Arena Authority.
 - Tomorrow night the Reading Garden Club hosts a Spring Kick-Off meeting for their Adopt-an-Island program, scheduled for 7pm at the Pleasant Street Center. They are a great example of a public-private partnership where the entire Town is the beneficiary. We have developed a DRAFT mapping tool that shows all the Adopt-an-Island sites in town here: <http://bit.ly/1eDLNU5>
 - Enclosed in your packet over the weekend is the work to-date (shown in track changes) by the Charter Committee. Tonight you will receive an update, and be advised how the Board may participate if they have any suggested changes to the Charter. Please see a further explanation below under the Town Clerk section for a discussion of past and future steps.
 - Please note the Proclamations tonight for Municipal Clerk’s week and National Public Safety Telecommunication week, and join us in thanking both groups for their excellent work!
 - We will be hosting a community workshop on behalf of the Boston Regional Metropolitan Planning Organization on Thursday June 12th from 5:30 - 7:00pm at the Pleasant Street Center. They are reviewing the 2015-18 Transportation Improvement Plan (TIP) and the Unified Planning Work Program (UPWP) and seek public comment on both documents. Copies of each will be available on our website when we receive them.
- Human Resources
- Retirements and a couple of open positions have caused the HR division to be exceptionally busy in the hiring process lately. Thanks to HR Administrator Carol Roberts and Administrative Secretary Petra Clements for overseeing and organizing the process, and congratulations to all those Town employees listed below for their new hire or promotions (¹ - effective July 1st and ² - effective May 26th):
 - Administrative Services: Jane Kinsella (Business Administrator); Gail LaPointe (Operations Specialist); and Caitlin Saunders (Administrative Secretary).
 - Community Services: Jean Delios (Assistant Town Manager, Community Services); Jessie Wilson (Community Development Administrator); and Melissa Koster (Social Worker).
 - Public Safety - Police: Mark Segalla (Deputy Chief); Richard Abate¹ and David Clark¹ (both Lieutenants).
 - Public Works – Joe Huggins² (Assistant DPW Director); George Strazzere (Highway and Equipment Maintenance Supervisor); Cody MacKinnon (Cemetery Laborer); Daniel Radocckia (Parks & Forestry Laborer); Peter Isbell (Water and Sewer Supervisor); John Cormier (Water Foreman); Arthur Menezes and David Chiaradonna (both Water Working Foremen).
 - The hiring process continues as several more current or anticipated vacancies need to be filled over the next few months:
 - Administrative Services: Human Resources Administrator³; Assistant Town Manager Administrative Services; Business Analyst.
 - Community Services – part time zoning enforcement officer; regional part-time Housing Services Coordinator³.
 - Public Safety – three Patrol Officers³
- ³- indicates hiring process is underway

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Town Clerk

- A point of clarification about the Town Charter, which is enclosed in your packet for tonight: last year Annual Town Meeting approved some language changes about day counts and the Referendum process. The final step is to bring these changes to the voters for their approval. Due to the ongoing work of the Charter Committee, the Town Manager decided to delay the first set of changes until November 2014 Town Meeting is finished with the entire document and send all proposed changes to the voters at the local election in April 2015.
- Special Elections and Special Town Meetings have added to the already busy season at the beginning of the calendar year. The March 4th Special State Primary election saw 1,136 (6.3%) of voters cast ballots, while on April 1st at a combined Special State and Local elections 4, 468 (25.0%) voters participated. For election results please see: <http://www.readingma.gov/town-clerk/pages/election-results>
- Census forms are still being processed – please send one in if you have not yet done so.
- A reminder to all dog owners to please register everyone's best friend with the Town Clerk's office as quickly as possible. Dog registration is mandated by both Reading Bylaw and Massachusetts General Law (MGL) because of public health concerns, but registrations also help reunite lost dogs with their owners from time to time. Registrations are mailed out each year in the census and otherwise available online at: <http://www.readingma.gov/town-clerk/pages/dog-licenses>. Please note that the following late fee schedule is already in effect: after March 31st a one-time fee of \$10 plus an additional \$5/month fine thereafter; after May 31st a one-time \$50 fine for violation of MGL (we usually send out over 300/year). Annually the Reading Police department takes a small number of dog owners to court when they are in violation for more than one year. This is not a result that anyone wants: it is expensive to the dog owner and resource consuming for the Town.
- Town Meeting Season is upon us. Annual Town Meeting (ATM) begins at the Performing Arts Center at RMHS on Monday April 28th at 7:30pm. Last week the Board of Selectmen called for a Special Town Meeting to be at 8:30pm that first night of ATM to discuss the Early Childhood Center for all-day kindergarten and pre-school. On last Thursday Town Meeting members were mailed information about each Town Meeting, as well as Precinct Meetings that begin at 7pm on April 28th. As always, Warrant Reports for each Town Meeting are available 24/7 at the Police Station. If you have any questions please send an email to Town Clerk Laura Gemme lgemme@ci.reading.ma.us or Assistant Town Clerk Julia Rodger jrodger@ci.reading.ma.us

Technology

- We have temporarily repaired our voicemail system today by finding a scarce 20yr old part that we needed. Funding for a new phone system is in the capital plan for FY15 and this repair should be adequate for that time frame. Apologies for any inconvenience caused for the outage.

Community Services

Planning

- Work and public outreach efforts continue for the Zoning Advisory Committee's target date of summer 2014 to complete a draft overhaul of the Zoning Bylaws for the first time in over 80 years. To see continuous project updates please check out this website: <http://www.vhb.com/readingzoning/>. Attached is a letter sent out to Town Meeting


ZAC Town Meeting
Message_ATM 2014.i

members last week:

- EDSAT – Survey will be completed by the end of the month, community meeting to follow
- RHSO – All 4 communities have been approved and a shared staff Housing person will be hired by July 1st
- DHCD DLTA \$10,000 Grant Award – Consultant services will be funded by the grant to assist with a Downtown Organization as well as creating a cultural district.

- MAPC DLTA \$10,000 Grant Award – Economic Development planning including next steps related to the Priority Development Plan.
- Full update on May 13th on Bicycle and Pedestrian Plan – Draft plan being circulated for review and comment – complete Streets policy --S. Main Street Roadway Diet – Met with Mass DOT and investigating possible realignment of S. Main Street to enhance ped/bike access and other amenities

Conservation

- The State revised a Conservation Restriction on Harold Avenue that was previously signed by the Board last November. The revisions are further minor restrictions on the site, and the Board is asked to sign this final copy tonight.

Health

- The Board of Health voted on March 20th to increase from 18 to 21 the minimum age allowed to purchase tobacco products, effective July 1, 2014. At their Public Hearing they heard from several area businesses that opposed this change, but in the end the vote was unanimous. The Boards of Health in Melrose, Wakefield and Winchester have also voted this change; Boards of Health in Malden, Medford and Stoneham are expected to follow suit this summer.

Human/Elder Services

- On April 22nd at 5:30pm at Parker Middle School we will have a Volunteer Appreciation Dinner. Both Rep. Jones and Dwyer will attend as they do annually, It would be great if a BOS member or two could join us.
- We are very pleased to announce that Reading has received a State FY15 Mobility Assistance Grant in the amount of \$46,495 to pay 80% of the cost of a replacement van. The remainder will be funded through a capital request in the FY15 (or from one of the COA Trust Funds), and there will be some capital funds leftover that may be needed for a replacement van for Recreation that has suddenly taken a turn for the worse.

Recreation

- Recreation will be in front of the Board at your next meeting on April 22nd to give an update on their many activities. Please get in touch with myself or Recreation Administrator John Feudo at jfeudo@ci.reading.ma.us if there are any specific topics you would like to hear about. One program worth mentioning is 'already heavily subscribed to' the intergenerational Bingo Night at the Pleasant Street Center on April 24th from 4 – 5pm.

Veterans

- The Veteran's POW/MIA Chair of Honor will be a special guest at this year's Annual Town Meeting, as a reminder to remember those patriots that have given their service and perhaps their lives to our country.

Finance

- The FY15 state budget continues to wend its way through the legislative process. An early aid resolution from the House and Senate added about \$75,000 in state aid to the somewhat low +0.8% figure found in the governor's budget.
- The state will send us \$90,880 in one-time Pothole repair funding to be spent by next fall. Further details at: <http://www.mma.org/public-works-energy-a-utilities/13136-cities-towns-to-get-additional-30m-for-road-repairs>
- FY14 has seen a fairly heavy projected use of Free Cash, however the Special Town Meeting called for April 28th may lower that amount by \$485,000. We are very close to the minimum of 7% Reserves that the Finance Committee has recently discussed as a target.
- In June we will issue permanent debt for the Library building project (\$12 million) plus a few other debt-financed items that need approval from Annual Town Meeting. We expect to issue ten-year debt, but that decision will be made depending on market conditions at the time of sale.
- Our annual upgrade of the MUNIS financial software system was completed this past weekend, under the expert direction of Operations Specialist Gail LaPointe, Town Accountant Sharon Angstrom and Network Administrator Kevin Furilla.

Public Safety

- On February 28th we completed our expansion of ALS medications and equipment to all first line fire apparatus. Engine 1 and Ladder 1 that respond out of the Main Street Fire Station were registered with the State of Massachusetts as Class 5 Ambulances and now carry advanced life support equipment and medications. This completes our expansion of ALS medications and equipment to all fire apparatus. Engine 2 that responds out of the Woburn Street Fire Station has been registered as Class 5 Ambulance for a number of years.

Public Works

West Street Projects

- Work on **West Street** continues. Over the next 2+ years there will be a wide variety of contractors working on various aspects of the project. Weather, crew availability, and issues arising as work happens all impact planned work schedules. In general, all contractors have been told NOT to block driveway access unless proper notice is given to the homeowner – our preference is by knocking on the door well in advance. We will do our best to keep the lines of communication open during this time. One good resource to use is the Town's website at: <http://www.readingma.gov/engineering-division/pages/west-street-construction-information>.
- The West Street Roadway project as date is scheduled for April 26th. This date is subject to the passage of the transportation bond bill.
 - This will result in a construction start around the beginning of September.
 - Gas company main installation continues, following the main installation, testing and pressurization the gas services to active customers will be replaced. Work is expected to be completed towards the beginning of July.
 - MWRA – Bid opening date has been extended to April 24th to permit responses to bidder questions. No additional bid postponement is expected. Construction is expected to begin the beginning of June and continue for 3 to 4 months.
 - The web site will continue to be updated regarding all phases of the projects including proposed detour routes to the extent possible.
- Next week the Board will hear a request from the Town Manager to delegate the authority to him to establish temporary traffic rules and regulations in the area of the West Street project. The Police department Executive Officer Dick Robbins will be present to answer any questions – we did this very successfully during the RMHS construction project. Conditions change more quickly than the Selectman's meeting schedule does.

Water & Sewer Project updates:

Howard Street Sewer Main Replacement

- Work continued 4-14-2014, expected to be completed by June.

Lewis Street & Charles Street Cured-in-Place Pipe Sewer Rehabilitation

- Specifications and design complete will go out to bid the end of April/ beginning of May.

Water Main Phase A Capital Improvement

- Project will be split into two contracts

- 1) First contract will go out to bid this spring and will consist of the following streets:

Main Street – South to Ash (Replace) –designed; **Summer Ave** (Replace)-designed; **Bear Hill Road** (Clean and Line)-designed; **Minot Street** (Replace)-designed; **Libby Ave** (Replace)-designed; **Ivy Street Loop** (New Main)-designed; **Linden Street** (Replace)-designed

- Mass Highway permit obtained for south Main St.
- Conservation filing completed and order of conditions received for Ivy Street Loop
- Awaiting Easement modification on Belmont Street properties –Spring Town Meeting

- 2) Second Contract will consist of the following Streets:
 - Main Street – Salem to Mill** (Clean and Line)-exist conditions and base plan complete; **Mill Street** (Clean and Line); **Locust Street to Auburn Water Tank** (Clean and Line)
- Mass Highway Permit application for North Main Street will be submitted this week
- All other permits have been obtained
- Project will be bid this summer

Paving Project updates:

- The contractor (Lazaro Paving) will begin reclaiming **Border Road** and **Breton Circle**, on Tuesday, April 22 as part of the Town's Spring paving program. Work will then proceed to **Deborah Drive, Applegate Lane, Covey Hill Road, Marla Lane (Apple Gate Lane to Spruce Street), Reading Terrace, Putnam Road, Cherry Lane Drive, Balsam Road, Ash Hill Road, Wescroft Road, Springvale Ave., Coolidge Road, Lisa Lane, Randall Road, and Willow Street** (Lowell Street to the railroad crossing).
- Work on **Willow Street** shall not commence until June after the school year is completed at Austin Prep. By the end of this week, residents on some of the streets, especially **Border Road and Breton Circle**, can expect to see the contractor temporarily lowering and burying all manholes and water gates in preparation for the roads scheduled for reclamation. Residents should expect road closures and detours while construction is occurring on their street. Construction updates along with detour routes, and road closures along with the list of streets affected with treatment types, will be posted on the Engineering Division's webpage.

Other Projects

- **Washington Park Improvements:** Design is complete and we are in the process of finalizing the bid documents. Bid date is expected early May with construction to start in June.
- **Auburn Water Tower Improvements:** At April 1st meeting cell companies agreed to design and pay for new equipment support system and install project staging for temporary relocation of cell equipment. The installation of project staging is the only method where cell companies could temporarily locate during the project and maintain cell service. Cell companies requested improvements tied to renegotiation of existing contracts and the participation by Verizon upon successful contract with Town for new equipment installation. Initial planned Bid opening date of May 15th expected to be delayed 30 to 60 days pending cell company/Town negotiations and required design modifications of support system and staging to be performed by the cell companies.
- **DPW Study:** Consultant preparing space analysis and draft layout plans on conceptual layout presented to Board. Draft report expected for staff review towards the end of May.

Public Library

- Congratulation to all those involved in their efforts on the recent Ballot Question approved by local voters – now it's on with the project.
- Negotiations on the lease for temporary space are ongoing. When they are complete we will have some very exciting news to share with the community! The visible portion of the project will begin late next summer and early in the fall, and is expected to last 18 months or so. The new design is both functional and attractive – details may be found at: <http://www.readingpl.org/about/library-building-program/>

Marsie West asked if the Board of Health decided to change the age for buying cigarettes on their own. She noted this is not a health issue, but a policy issue and policy issues should come before the Board of Selectmen. She feels this is not good economically for Reading. It puts more oversight on the business owners and will force people to other towns for their

purchases. She asked why the Board of Selectmen were not notified about this and requested that the Health Director should come in to speak with the Board.

John Arena noted that given 19 – 21 year olds are adults and easily make purchases of tobacco outside the town at college or work, the substantial burden on local commerce delivers negligible community benefits.

Kevin Sexton asked what the driver was behind their decision. He noted that this seems like something that will hurt the local businesses and will do little to achieve the Board of Health's goal of reducing that age demographics use of tobacco products. Therefore, it is a lose-lose scenario.

Proclamations/Certificates of Appreciation

Proclamation – Municipal Clerk Week – Town Clerk Laura Gemme was present to receive the proclamation.

A motion by Ensminger seconded by West to approve the proclamation for Municipal Clerk Week was approved by a vote of 5-0-0.

Proclamation – National Public Safety Telecommunications Week – Chief Burns, Chief Cormier and Head Dispatcher Vicki Avery were present.

A motion by Ensminger seconded by West to approve the proclamation for National Public Safety Telecommunications Week was approved by a vote of 5-0-0.

Discussion/Action Items

Establish BOS FY15 Meeting Schedule – The Town Manager suggested that a Selectmen be appointed to work out the schedule. John Arena indicated he would like workshops quarterly and he will work on the schedule with the Town Manager.

John Halsey indicated he likes the Saturday meetings.

Marsie West noted that the Town is borrowing voting devices for Town Meeting and she offered to help the Town Manager create a list of questions to ask.

BOS Liaison Assignment – The Town Manager recommended that the Board members email their list of interests.

Early Opening Request – Pure Fit Studio – Owner Catarina Cipriani was present and noted she has two access doors and people are only in when there are classes. The Town Manager noted that Jessie Wilson and staff have no objection.

A motion by Ensminger seconded by West that the Board of Selectmen approve a license to operate a retail business between the hours of midnight and 6:00 am pursuant to Section 7.1 of the Reading General Bylaw and further pursuant to section 3.9 of the Board of Selectmen policies to Pure Fit Studio, LLC, 34 Gould Street, subject to the following conditions:

- 1. This license is for approval, pursuant to the Board of Selectmen regulation 3.9, to open for business not earlier than 5:00 am on Monday through Friday, and not earlier than 6:00 am on Saturday, Sunday, and holidays.**
- 2. This approval expires at midnight, December 31, 2014;**
- 3. All signs shall conform to the Zoning Bylaws of the Town of Reading;**

In granting this license the Board finds that in accordance with Section 5.10.4 of the General Bylaws:

- **It is in the interest of the public health, safety and welfare, or that public necessity or convenience will be served by permitting such operation; and**
- **There is no detrimental effect of such operation on the Town or the immediately abutting neighbors.**

The motion was approved by a vote of 5-0-0.

MAPC Member Report – MAPC representative Steve Sadwick was present and gave the Board an update of events. He noted he attended a parking strategy forum and there was a big turnout and interest in parking. There is a lot of new technology regarding parking. The Town Manager noted that the Board will be discussing parking at their meeting on May 13th and he feels it time for the Town to take on liability issues to use private parking lots.

Reading Housing Authority Report – Housing Authority Executive Director Lyn Whyte was present. She noted that they administer housing for low income. They do not receive any subsidy from the state. There are a lot of frozen funds in Section 8 and she was recently informed that she can release vouchers so she is pulling from a centralized wait list. They have received some sustainability grants so they will install new windows, lighting, etc. They had one lay off this year due to HUD cuts. In FY15 they will be doing siding on some houses. She noted that they administer 125 vouchers and have 16 homes. Some people take the vouchers and find a place because Reading does not have a large inventory.

Charter Committee Update – Town Clerk Laura Gemme noted that the recodification draft is on the website and the proposed changes are mainly clarification.

John Arena asked if there is any new language and Ms. Gemme indicated that anything in red is added text. Once the committee is done and the Board of Selectmen have approved the changes then it needs to go to Town Counsel and then to the voters.

Daniel Ensminger asked if there were any substantial changes to Article 3 and asked how could the Board of Selectmen go back and discuss the changes. Ms. Gemme indicated she would like to have a Selectmen liaison to the committee because more communication is needed. She also noted that the minutes are online.

John Halsey indicated it seems like there is a lot of work on the form. Ms. Gemme indicated that the Charter Review Committee can only change form. If substantial changes are wanted then a Charter Commission is needed. Ms. Gemme noted that anything that changes the form of government is considered substantial.

Marsie West indicated she would like to see suggestions that were not included in the recodification.

The Town Manager suggested that only the Committees required by State law be included in the Charter that way the Charter doesn't have to change each time a committee does.

Kevin Sexton asked what the state's process is for determining if a change is substantial and Ms. Gemme indicated she will find out.

CAB (RMLD) Member Report – Citizen Advisory Board member Tony Capobianco noted that the CAB makes recommendations to the RMLD Board of Commissioners. Each member brings their feedback from their community. He noted that the Light Board just approved their budget and asked if the Selectmen should have been notified. Marsie West indicated they only want to know if something is going to cost us more money.

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John Arena asked if the Light Department is allowed to retain earnings and Mr. Capobianco noted that they can keep some. They approved a rate increase of 4.50%; a service study is being done on the cost of service and 13,400 RECS were sold between January 2013 and September 2013.

Mr. Capobianco indicated he will not be continuing on after July 1 as the town's representative due to family needs.

Approve Internal Borrowing - The Town Manager noted that the Town has the authority to borrow internally. This is a cash flow management tool. The borrowing is for the Library project and the West Street project.

A motion by Ensminger seconded by West that the Board of Selectmen approve the internal borrowing for the Library Renovation Project and the West Street Roadway Improvement Project as recommended by the Treasurer/Collector was approved by a vote of 5-0-0.

Approval of Minutes

A motion by West seconded by Ensminger to approve the minutes of March 18, 2014 as amended was approved by a vote of 5-0-0.

A motion by Ensminger seconded by West to go into Executive Session to discuss strategy with respect to collective bargaining and to discuss strategy with respect to litigation and that the Chair declares that an open meeting may have a detrimental effect on the bargaining position of the body, and not to reconvene in Open Session was approved on a roll call vote with all five members voting in the affirmative.

Respectfully submitted,

Secretary

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Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2014-05-13

Time: 7:00 PM

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Attendees: **Members - Present:**

Vice Chairman Marsie West, Secretary Daniel Ensminger, Selectmen John Halsey and Kevin Sexton

Members - Not Present:

Chairman John Arena

Others Present:

Town Manager Bob LeLacheur, Assistant Town Manager Jean Delios, Town Planner Jessie Wilson, Police Chief James Cormier, Public Works Director Jeff Zager, Office Manager Paula Schena, Christine Hansen, Rick Camuso, Angela Binda, Barbara Meade, Andrew Friedmann, Health Director Ruth Clay, David Singer, Zahra Maloo, Everett and Virginia Blodgett, Cindy Bates, Ace Foulds, Virginia Adams, Gina Snyder, Tom Gardiner, Housing Authority Executive Director Lyn Whyte

Minutes Respectfully Submitted By: Secretary Daniel Ensminger

Topics of Discussion:

Reports and Comments

Selectmen's Liaison Reports and Comments – John Halsey noted that he attended the Board of Health meeting tonight; the Library public info session; the workshop on bike and pedestrian plan and the Zoning forum last evening.

Daniel Ensminger noted that he attended the EDSAT at Peter Sanborn Place and the Board of Selectmen Retreat on Saturday.

Marsie West noted that she attended the previous Board of Health meeting and the Reading Education Spring Gala. The Commissioner of Trust Funds met last week and there will be newer services offered along with a pilot program to fund DEP shots. The RMLD met last Wednesday to review the cost of service study results and there will be a restructuring of rates. She attended the Zoning Advisory Committee public forum yesterday and there was good discussion on signs, accessory apartments and parking. She also attended the EDSAT event. She noted that the State is holding a public forum on West Street on May 15th and she asked if staff was going to be there. Jeff Zager indicated that Town Engineer George Zambouras will be attending.

Public Comment – Christine Hansen, 30 Haven Street, indicated there is an issue with the para-transit. There is only one handicap space in front of 30 Haven Street. There are four in the rear but delivery trucks tend to use those spaces. The Ride, Mass Van, and Senior Van have to stop in the middle of Haven Street to load and unload passengers. She is requesting the Board of Selectmen to consider a handicap spot at the service entrance in the rear.

Barbara Meade, Chairman of the Board of Health, Board of Health members Andy Friedmann and David Singer and Health Director Ruth Clay were present. Barbara Meade read the following statement on behalf of the Board of Health:

"We are here because we wanted to respond to comments made at the April 19th Board of Selectmen's meeting regarding the regulation recently passed by the Board of Health. The regulation raised the minimum age to buy tobacco and nicotine delivery devices to 21. We felt that it was important to come tonight to ensure that you, and the public, have accurate information.

First of all, it was mentioned at that meeting that the regulation in question was a policy issue and was outside the realm of the Board of Health. Massachusetts' General Law chapter 11 section 31 gives Boards of Health general regulatory power to adopt regulations related to public health and the Supreme Judicial Court has repeatedly upheld that broad regulatory authority. Some issues may have implications to the community in addition to public health such as economic implications. We discuss these at length and with them carefully but ultimately base our decisions on the public health of the community.

Secondly, it was also mentioned that this regulation was rushed through and without notice. In fact, the Board discussed this issue at two separate meetings a month apart. It was posted on both of the agendas. In addition, this was communicated to the Board of Selectmen in the February monthly report by the Health Director, in a legal notice in the local paper a week before the meeting and by letters sent directly to every local business which sells tobacco and/or nicotine delivery devices. A Board of Selectman was in attendance at the public hearing and spoke of supporting the passage of this regulation. We pride ourselves in being fully transparent in our business and is course our aim to involve the community as much as possible.

Third, it was suggested that the regulation was a result of regionalization. We remind the Board that we are not part of a formal Board of Health district. Reading contracts with Melrose for a part time health director who is also shared with Wakefield. The decision to change from employing a full-time health director to a third of one was not made by the Board of Health, nor were we in favor of this structure. While we sometimes meet with the Wakefield and Melrose Boards of Health to exchange health information, the three of us are all Reading residents who care deeply about the Town of Reading (emphasis) and want to see it thrive, both in the area of business and public health. We make our decisions based on what is best for Reading, and Reading only.

The regulation you were discussing was voted on and passed by the three of us. The health director does not have a vote at our Board meetings. Her role as staff is to provide us with information and new developments in the field of public health. She is a Reading resident. Her qualifications include a master's degree in public health from Harvard and almost 30 years of public health experience including ten years as Reading's health director from 1986 – 1996.

Finally we would like to add that we were pleased to see Marsie West at our last Board meeting. She explained her concerns about the new regulation and we discussed the process by which the regulation was created. We were also able to share current literature on the impact of raising the minimum age. We now look forward to working with our new Selectmen liaison, John Halsey, as he learns about the role of the Board of Health and public health issues in public health. Thank you for your time.

662

Angela Binda, Town Meeting member in Precinct 5, noted she wanted to speak regarding the Board of Health decision to raise the age. She noted that the Town supports the role of RCASA and she would think that RCASA addresses nicotine issues. She indicated that a lot of towns are moving towards this. She noted that at the April 15th Board of Selectmen meeting the Selectmen indicated this is a policy issue and that policy issues are best left for the Board of Selectmen. The Board of Health can create regulations and they have the right to do this. This fits in with the goals that have already been issued. She fully supports the Board of Health decision. She also noted that the Board of Selectmen appoints the best people to the committees and they need to trust the people they are appointing.

Virginia Blodgett invited the Board of Selectmen to attend the Saturday walk in the cemetery to learn about veterans of the Civil War. She noted they will tours at 10:00 a.m. and 2:00 p.m. at Laurel Hill Cemetery.

Town Manager's Report – The Town Manager gave the following report:

- A reminder that tonight's discussion about Downtown Parking is meant to be the very beginning of a long process that will involve significant community participation. I suggest we hold at least two public meetings during daytime hours at Town Hall – one in the summer (July) and one in early fall (September). We will formally notify all business and residential addresses near the Downtown Main Street & Haven neighborhoods of these meetings. Next October/November we can bring to the Board whatever conclusions the community has reached through these meetings. I would invite the Board to designate one or two members to join in these community meetings. This method worked well ten years ago.
- Last Saturday the Selectmen and Department Heads met to discuss strategic planning for the Town of Reading. A brief summary cannot do justice to the five hours of discussion, but these four working groups were formed: Community Partners (Kevin Sexton, Dan Ensminger and Bob LeLacheur); Services and Performance Measurement (Marsie West and Jean Delios); Communication (Sharon Angstrom and Jeff Zager); and Strategic Planning (John Arena, John Halsey, Jim Cormier, Greg Burns and Ruth Urell).
- A draft schedule for FY15 Selectmen and Finance Committee meetings are being discussed. Of note is the tentative schedule for Financial Forums as a follow up to the spring '14 budget discussions and capital planning discussions: July 30; September 10; October 29; next January 28, 2015. FINCOM meets in late May to finalize.
- The new Selectmen liaison assignments were finalized last week. Note that the Volunteer Appointment Subcommittee members are Dan Ensminger and Kevin Sexton. Does the VASC wish to interview every applicant for BCC's, or only 'new' applicants? We will need to set up VASC meetings in late May/Early June.
- A reminder, volunteers are a key ingredient for both the School department and Town government. We have recently sent out inquiries to all Town volunteers who have a term ending on June 30th to see if they are interested in continuing to serve. For newcomers, please check out the Town's website for some volunteer opportunities and background information at <http://www.readingma.gov/town-manager/pages/volunteer-opportunities> and if you see something that interests you then please download an application form at http://www.readingma.gov/sites/readingma/files/file/file/volunteer_application.pdf. Note that in addition, there will be two openings as of July 1st on the Finance Committee because of term limits.

- Work on West Street continues, as well as on several other paving and water/sewer projects across town. The best single resource to check for project updates is on the Town's website at <http://www.readingma.gov/engineering-division/pages/construction-projects>.

The Town Manager noted that the Board needed to approve the MWRA sewer bonds.

Move that the sale of the \$ 192,500 Sewer Bond of the Town dated May 19,20 14, to the Massachusetts Water Resources Authority (the "Authority") is hereby approved and that the Town Manager is authorized to execute on behalf of the Town a Loan Agreement and a Financial Assistance Agreement with the Authority with respect to the bond. The bond shall be payable without interest on May 15 of the years and in the principal amounts as follows:

<u>Year</u>	<u>Installment</u>
2015	\$38,500
2016	38,500
2017	38,500
2018	38,500
2019	38,500

and that each member of the Board of Selectmen, the Town Manager, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing vote.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the bond were taken in executive session, all in accordance with G.L. c.30A, §§ 18-25 as amended.

Proclamations/Certificates of Appreciation

Certificate of Recognition – Roland Vazquez – A motion by Ensminger seconded by Sexton to approve the Certificate of Recognition for Roland Vazquez who served as the Music Director of the Reading Symphony Orchestra for seventeen years was approved by a vote of 4-0-0.

Proclamation – Walk Reading Weekend – Virginia Blodgett was present to receive the proclamation.

A motion by Ensminger seconded by Sexton to proclaim May 31 through June 1, 2014 as Walk Reading Weekend was approved by a vote of 4-0-0.

Proclamation – National Public Works Week – Public Works Director Jeff Zager was present to receive the proclamation.

A motion by Ensminger seconded by Sexton to proclaim May 18 – 24, 2014 as Public Works Week in the Town of Reading was approved by a vote of 4-0-0.

664

Discussion/Action Items

Hearing Liquor License Transfer – Reading Fine Wines 676 Main Street to Brooks Brew and Fine Wines; Change of Manager to Todd Brooks and Pledge of License – The Secretary read the hearing notice. Current owner Robert Carp and new owner Todd Brooks were present.

John Halsey asked Mr. Brooks if he has ever been in this business before and Mr. Brooks indicated that this is a new business venture for him. Mr. Halsey indicated that he will need TIPS training. Mr. Carp indicated that anyone that comes in will be certified by him personally. He will work with him to succeed.

The Town Manager noted that the renewal for this license is in November. The Reading Coalition Against Substance Abuse will be in touch with Mr. Brooks. He also noted that the Police conduct undercover operations for serving to minors so it's really important to be vigilant.

A motion by Ensminger seconded by Halsey that the Board of Selectmen close the hearing on the transfer of the Reading Fine Wines LLC liquor license, the Change of Manager and pledge of license was approved by a vote of 4-0-0.

A motion by Ensminger seconded by Sexton that the Board of Selectmen approve the transfer of the Retail Package Goods Store License to Expose, Keep for Sale and to Sell All Kinds of Alcoholic Beverages Not to be Drunk on the Premises from Reading Fine Wines, LLC to Brooks Brew and Fine Wines, LLC at 676 Main Street; the change of Manager to Todd Brooks and the pledge of the license to Robert Carp subject to the following conditions:

- **All Bylaws, Rules and Regulations of the Town of Reading and of the Commonwealth of Massachusetts shall be followed and also subject to a satisfactory inspection of the establishment by the Town Manager.**

The motion was approved by a vote of 4-0-0.

Reading Housing Authority – AHTF – Housing Authority Executive Director Lyn Whyte was present. She noted that an affordable unit at Gazebo Circle came up for sale and the Housing Authority purchased it because there was no qualified buyer. They are working with Attorney Brad Latham to find out how to add this unit to the Town's inventory. They could sell the unit as an affordable one; they could sell at market price or they could make it qualify as a LIP. They purchased the unit for \$177,000 but \$156,000 is more the market price. The Housing Authority is asking if the Town will subsidize the \$20,000 difference from the Affordable Housing Trust Fund and they will sell the unit with a deed rider to count as an affordable unit.

The Town Manager noted that there is \$260,000 in the Affordable Housing Trust Fund with the promise of \$175,000 being added to that from the Artis Senior Living project. He also noted that this will require a joint meeting and vote of the Board of Selectmen and Reading Housing Authority.

Lyn Whyte asked the Town Manager to get legal opinion of Town Counsel on whether the Reading Housing Authority can vote on the funds when they are also the developer. Daniel Ensminger indicated he thinks this is an exception. The Town Manager noted that he will work to see how we can do this.

Approval of LIP Refinance – 261 Salem Street, Unit 6 – The Town Manager noted that the Board needs to approve the refinance of an affordable unit.

Jean Delios indicated the unit is at Maplewood Village. It was a cash transaction and the owner is seeking to pull cash out of it.

665

A motion by Ensminger seconded by Halsey that the Board of Selectmen approve the request from Dorothy A. DeBlasi to refinance the home at 261 Salem Street, Unit 6 in Reading subject to the condition that the loan be at a fixed rate and the principal loan amount shall not exceed \$30,000 was approved by a vote of 4-0-0.

Development and Traffic/Safety Workshop – Approval of Easement for Bus Shelter at 25 Walkers Brook Drive – Assistant Town Manager Jean Delios noted that the agreement is in the packet. The plan is to relocate the shelter 245 feet from Bertucci's to Stop and Shop. It will be installed by DPW and plantings are included in the agreement.

The Town Manager noted that it has taken two years to get to this point and thanked Jean Delios for bringing this to fruition.

A motion by Ensminger seconded by Halsey that the Board of Selectmen approve the easement agreement between the Town of Reading and 25 WBD LLC for approximately 108.3 square feet of land for construction and maintenance of a bus shelter located at 25 Walkers Brook Drive was approved by a vote of 4-0-0.

Development Update – Assistant Town Manager Jean Delios noted that Reading Garden Club made improvements at Town Hall. Reading Woods is half built out. Pizza World is moving to 306 Main Street. The Perfectos building is down but there is still a question on whether they need to means of egress. D'Amici's bakery at the MF Charles building opened today. The Artis Senior Living at the former Eric's site is moving along.

John Halsey asked if there has been any talk about the use of the top part of the MF Charles building and Jean Delios noted that she heard mention of some office but not sure – residential requires parking.

Daniel Ensminger asked if there was anything the Town could do to help a particular business move back in and Jean Delios indicated she was not sure but knew of a place on Walkers Brook Drive.

Jean Delios noted that the Zoning Bylaws and priority development plan are being worked on. One General Way is under construction and will be creating smaller spaces.

The Library will be before CPDC on Monday night. The access is changing and the concern is that they have plans for meeting rooms that hold 150 and 48 people but only have 40 parking spaces. John Halsey noted that the architect said to keep the current plan will cost more money. Library Trustee Vicky Yablonsky noted that they had a public meeting and they are coming up with a new plan. Retaining walls are the issue.

Jean Delios noted that priority development areas include behind the Reading Municipal Light Department and Walkers Brook Drive. The RMLD is hiring a consultant to look at space and roadway configuration.

Jean Delios indicated that she is waiting for the EDSAT results. John Halsey asked if the Economic Development Action Plan has been quantified to to-date because an action plan will require a budget. Marsie West asked if that belongs with the Board of Selectmen or the Economic Development Committee and it was noted that the EDSAT will determine that. The Town Manager noted that he met with the Economic Development Committee and he told them to think bigger than \$5,000 - \$10,000.

Jean Delios noted that nearly all of the commercial property in Reading abuts residential property. John Halsey noted that strengths, weaknesses, opportunities and threats are important.

666

Kevin Sexton asked if the traffic flow at One General Way was looked at. Jean Delios indicated it was and CPDC asked for a speed table to slow people down. She noted that the building is the same square footage. The strategy is to make better use of it.

Bike and Pedestrian Plan/Complete Street – Town Planner Jessie Wilson and Chris Kuschel from MAPC were present.

Mr. Kuschel reviewed the draft plan. He noted the "Complete Street" is safe, accessible and comfortable for people of all ages and multiple forms of travel. Reading is already implementing this with crosswalks, sidewalks, shade, seating, bike lanes, bike racks and traffic loop detectors. The policy also allows for exceptions. The Transportation Bond Bill has \$50 million in funding and certified communities will be eligible for funds.

John Halsey asked if matching funds are required and Mr. Kuschel indicated they are not. John Halsey asked who mandates this and it was noted MASSDOT. John Halsey noted we have not had much luck with this type of funding.

Marsie West asked how many communities are certified and Mr. Kuschel indicated none yet. He is working with half a dozen communities.

Daniel Ensminger asked how does this address biking for recreation? He doesn't see anyone biking to work. Mr. Kuschel noted this addresses the person who wants to go downtown to the store or a restaurant.

Bike and Pedestrian Plan – Mr. Kuschel noted the plan is to create a network and to focus on short term/low cost solutions. Bicycle lanes can be a minimum of four feet wide and the only cost is to change the paint. One way to connect the town with bicycle lanes is to put "share the road" signs. He noted they have looked at the Ipswich River Greenway; determined sidewalk gaps; examined the schools. They also looked at the commuter rail line but it is not a viable option.

John Halsey asked if the Town approved the plan if we have to embrace everything in it because some things are onerous and some are expensive. Mr. Kuschel noted the Town is not committed to do everything.

Marsie West noted that people in Reading like to walk in the streets when there are perfectly good sidewalks.

John Halsey asked if bike lanes were going on Pearl Street and Mr. Kuschel noted no, just "share the road" signs. He noted that they are looking at making Main Street two lanes with bike lanes.

Jessie Wilson noted that having a plan helps to get funding. The plan is written so there is not a lot of red tape. If the Town Engineer doesn't think it will work then it won't be done.

Kevin Sexton noted that a lot of clients shy away from towns that don't have walkways and bike routes.

Jessie Wilson noted that they will bring back the plan in July for approval. The CPDC has made recommendations on the Complete Street Plan and will be seeing the Bike Plan soon.

South Main Street Roadway Diet – Jessie Wilson noted that they looked at a cross section to modify and make it more user friendly. The former Town Manager directed staff to look at a diet. A preliminary evaluation has been done and the MPO recommends reducing one lane in each direction and create a center turn lane. All of this will be done within the curb and we will also get six foot bike lanes from Hopkins to the railroad tracks. Mass Date is gathering more information on driveways.

John Halsey asked how will people get there safely when they are going from four lanes to three and then back to four. Jean Delios noted that people are walking and biking on south Main Street already.

Marsie West noted this seems like a lot of change for cars to benefit a small percentage.

Ginny Blodgett from Walkable Reading noted that turning lanes helps with traffic flow. Everett Blodgett noted that it's important to deal with the big picture and get people out of the cars.

Kevin Sexton asked if they will look at people who will now go into the neighborhoods and Jessie Wilson indicated she is not sure if they will have that data.

Kevin Sexton indicated he would like to see some examples that work.

Downtown Parking Rules and Regulations – Police Chief James Cormier was present. The Town Manager noted that nobody has seen the impact of the MF Charles development yet but parking cannot be customized for businesses.

Police Chief James Cormier noted that parking is constantly evolving. Businesses need spots to turn over and their employees are the biggest problem. Several years ago the Town met with the downtown businesses and the parking in the business was limited to two hours. The dry cleaner wants 15 minute parking but that's not enforceable. There is a lot of public/private parking downtown, we just need to share. Jean Delios noted that CPDC allows shared parking but liability has been an issue.

Approval of Minutes

A motion by Ensminger seconded by Halsey to approve the minutes of April 22, 2014 was approved by a vote of 4-0-0.

A motion by Ensminger seconded by Halsey to approve the Executive Session minutes of April 9, 2014 as written was approved on a roll call vote with all four members voting in the affirmative.

A motion by Ensminger seconded by Sexton to approve the Executive Session minutes of April 15, 2014 as written was approved on a roll call vote with all four members voting in the affirmative.

A motion by Ensminger seconded by Sexton to adjourn the meeting at 10:15 p.m. was approved by a vote of 4-0-0.

Respectfully submitted,

Secretary

4/c BOS

Schena, Paula

From: LeLacheur, Bob
Sent: Monday, May 19, 2014 7:54 PM
To: Schena, Paula
Subject: FW: Senate budget amendment 89

For BOS packet

From: LeLacheur, Bob
Sent: Monday, May 19, 2014 7:52 PM
To: 'jason.lewis@masenate.gov'
Cc: James.Dwyer@MAHouse.gov; Bradley Jones (Bradley.Jones@MAHouse.gov)
Subject: Senate budget amendment 89

Senator Lewis,

Thank you for visiting on Friday to see the intersection issues at Franklin & Main. We appreciate the hands-on work with us, as both Rep Jones and Rep Dwyer have done numerous times in the past.

I am writing tonight to formally request that you oppose Amendment 89 as part of the Senate debate on the budget for FY15. In Reading we have very strong relationships with all of our Town, School and Light department unions and we collaboratively bargain on health insurance. We split the premium costs 71%/29%, we have negotiated many plan design changes over the years that have increased employee and retiree out of pocket costs, and all of this has resulted in a long term premium rate of increase of below 5%. We find that management and the labor unions are aligned on nearly every issue in health insurance, as we both simply share a large proportion of the financial burden.

Amendment 89 would take away some local control over the process of negotiations. Strictly speaking we have not used sections 22 or 23 of Chapter 32B in order to implement plan design changes, so as filed this amendment MIGHT not affect us. None the less as I have said on many occasions to our fine House delegation, Reading likes to have all the tools in the municipal tool box to craft solutions that are best for our community. We have established very positive labor/management relations over a very long period of time, and as group we believe WE are best able to solve our own issues. We are very unlikely to ever ask our legislative delegation for assistance on any issue because we lack the local political courage to take the right long-term steps for all directly involved.

I do thank you for you offers of help in other areas where your support will be most valuable. I look forward to our meeting on June 10th, and to a long term relationship that will be mutually beneficial. Please call on me anytime that I may be of assistance to you with your work for the district.

Thanks,
Bob

Robert W. LeLacheur, Jr. CFA
Town Manager
Town of Reading
16 Lowell Street
Reading, MA 01867

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