

SUDBURY BOARD OF SELECTMEN
AGENDA
TUESDAY, APRIL 9, 2013
EARLY START -- 7:00 p.m., Town Hall, 322 Concord Road

1. 7:00 Opening remarks by Chairman
2. 7:05 Report from Town Manager
3. 7:10 Reports from Selectmen
4. 7:15 Presentation of the Willis Lake reflection area and requesting the Board's support of the proposal
(Jim Kelly and Bob Chandler will present.)
5. 7:30 Presentation of the Afghanistan/Iraq Memorial, requesting the Board support of the proposal.
(Rick Houpt, OEF/OIF Memorial Committee and the Sudbury Military Support Network, will present.)
6. 7:45 Discussion of Town legal services
7. 8:00 Town Meeting Article Review with public Q & A:

Zoning Articles 25 - 30

25. Amend Zoning Bylaw, Art. IX – sec. 5336(d) and 5435(c), to increase the maximum allowable number of one-bedroom units in Sr. Residential Developments and Incentive Senior Developments (Council on Aging)
26. Amend Zoning Bylaw, Art. IX – sec. 6330, Site Plan procedures to change the voting requirement from unanimous to majority (Planning Board)
27. Withdrawn
28. Amend Zoning Bylaw, Art. IX, sec. 2326, Accessory Structures (sheds) – (Planning Board)
29. Amend Zoning Bylaw, Art. IX – sec. 4500 (Wastewater Facilities Bylaw) deletion (Planning Board)
30. Amend Zoning Bylaw, Art. IX – Temporary Moratorium on Medical Marijuana Treatment Centers (Planning Board)

Community Preservation Act Articles 31 - 37

31. Community Preservation Fund – Amend Art. 38 of the 2006 ATM – Carding Mill Pond/ Stearns Mill Pond Invasive weed removal
32. Community Preservation Fund –Town-wide Walkways
33. Community Preservation Fund – Amend Art. 27 of the 2004 ATM – Revolutionary War Cemetery
34. Community Preservation Fund – Sudbury Housing Trust 10% Allocation
35. Community Preservation Fund – Historic Projects

36. Community Preservation Fund – Town Center Landscaping Restoration

37. Community Preservation Fund – LSRHS Softball Field and Davis/Featherland Field design

Consent Calendar:

8. **Vote** Vote to approve the Regular Session minutes of February 19, 2013, Regular and Executive Session minutes of March 12 and March 27, 2013
9. **Vote/Sign** Vote to approve and sign the Annual Town Meeting Warrant as presented which will be posted at Town Hall and delivered to all residents no later than April 29, 2013.
10. **Vote/Sign** Vote to sign a Special State Primary Election Warrant for posting at Town Hall and in at least three places within each of the five precincts no later than April 23, 2013, at least seven days before the time appointed for said meeting of April 30, 2013, as requested by the Town Clerk.
11. **Vote/Sign** Vote to acknowledge that the month of May is Military Appreciation Month in Sudbury and to sign a proclamation acknowledging this event, which document will be recorded in the military album on display at the Goodnow Public Library.
12. **Vote/Sign** Vote to enter into the Town record and congratulate John Patrick Connors, 210 Plympton Road, Andrew William Glaser, 539 Concord Road, and Wyatt Patrick Owens, 10 Grindstone Lane, of Troop 60, who have been recognized at Courts of Honor for having achieved the high honor of Eagle Scout.
13. **Vote** Vote to approve the award by Town Manager of a contract to Altus Dental Insurance Company, Inc. of Providence RI, and any documents relative thereto, to provide dental insurance as of 7/1/13 for Town employees/retirees and to approve FY14 rates for such coverage, including the proportionate amounts to be contributed by active Town employees.
14. **Vote** Vote to accept a Technical Services Grant from the Department of Energy Resources in the amount of \$12,500 to fund the services of a consultant (Peregrine Energy Group) in connection with energy management services related to energy savings performance contract (ESCO) ; and to authorize the Town Manager to execute documents related thereto inclusive of the Grant Contract and MAPC Agreement for Peregrine’s services.
15. **Vote/Sign** Vote to approve and sign acceptance of a revised Conservation Restriction granted under M.G.L. c.40 §8C by William Senecal, Trustee of the Lot 5556 Realty Trust, on a 38,282+- s.f. portion of a 2.01+/- a. parcel of land located off Bigelow Drive and Rt. 20, shown as “Conservation Restricted Area” on Lot 56 on plan entitled ”Conservation Restriction Easement Plan of Land at Lot 56 Bigelow Drive, Sudbury, Massachusetts”, dated 4/16/10, by Foresite Engineering.
16. **Vote/Sign** Vote to acknowledge that 2013 is the 150th anniversary of the opening of the Goodnow Library in April 1863 and sign a proclamation acknowledging this major event in Sudbury’s history and encourage our residents to celebrate and participate in the Library’s events.

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

Miscellaneous (untimed items):

17. **Vote** Question of determining the date of a Special Town Election to be called by the Board of Selectmen to elect two new Board members; discussion and post-Town election overview with the Town Clerk including scheduling and deadlines to coincide with the June 25th Special State Election.
18. Discussion of the proposed State of the Town forum for next October.
19. **Vote** Vote to appoint new at-large members to the Fairbank Community Center Task Force for terms to expire May 31, 2013.
20. **Vote** Vote to approve the execution of an agreement by the Town Manager between NSTAR and the Town of Sudbury which allows interconnection of electrical facilities to enable net metering; and to authorize the Town Manager to execute any additional documents which may be required related thereto.
21. **Vote** Question of extending, through June 30, 2014, the Inter-Municipal Agreement with the City of Marlborough for the services of the Veterans' Agent, which Agreement would create a district with Marlborough and Sudbury for these services.

AGENDA REQUEST - Item #4

BOARD OF SELECTMEN

Requestor's Section:

Date of request: March 15, 2013

Requestor: Owen Campbell, Bob Chandler, Steve and Janice Milley,
Jim Kelly, Sarah Kelly, Major Dennis Ford, John Byrne, Dr. Jim Rottman

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

Seeking Board's support for the memorial at Willis Lake Beach; neighborhood committee would like to present the proposed memorial plans and inform the Selectmen of proposal.

Financial impact expected: none

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

Recommendations/Suggested Motion/Vote: Vote to support the proposed project, noting that: 1) the Board will need to accept the amenity as a gift upon completion and 2) the Board understands that there will be a financial gift to establish a maintenance trust to provide for future maintenance of the amenity.

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

Bob Chandler and Jim Kelly

Selectmen's Office Section:

Date of Selectmen's Meeting: April 9, 2013

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

Town Counsel approval needed?

Yes ()

No ()

Lt. Scott Milley – Memorial

Willis Lake Beach

Sudbury - Board of Selectmen

April 9, 2013

Bob Chandler, Jim Kelly

Agenda

- Purpose
- Memorial Origins
- Who is involved/committee
- Town & Neighborhood “Awareness”
- Design & Site Review
- Benefits
- Funding
- BOS support for moving forward

Purpose

Members of the Milley's neighborhood have come together to honor Lt. Scott Milley with creating an area of contemplation and beauty at Willis Lake Beach where Scott spent a lot of time.

Memorial Origins

- Neighbors started to circulate this idea about 18 months ago.
- We have been organizing and meeting on this since.
- The Milley family is supportive of this proposal.

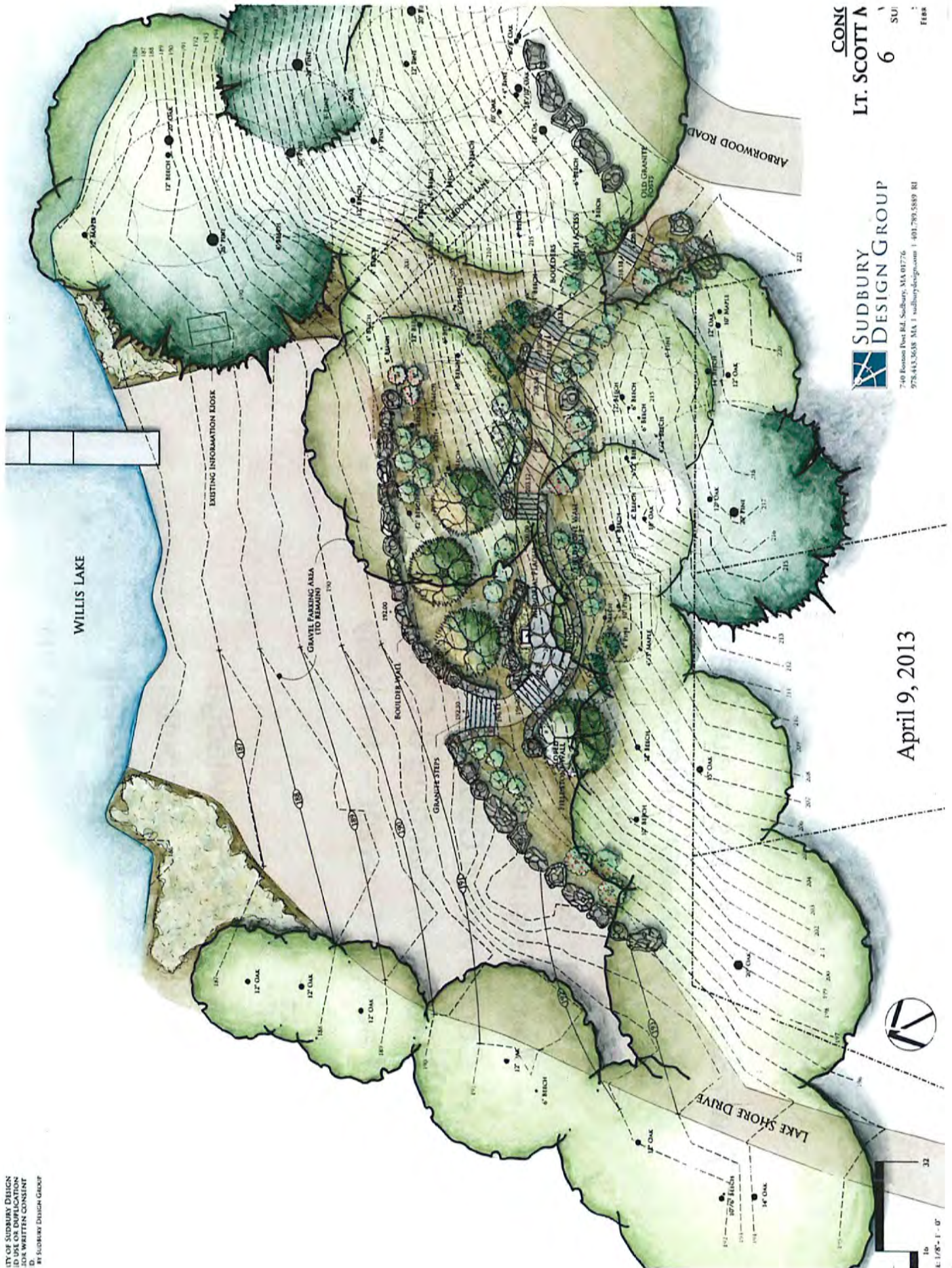
Committee

Steve and Janice Milley, Owen Campbell, Major Dennis Ford, John Byrne, Dr. Jim Rottman, Jim & Sarah Kelly, Bob Chandler, Sudbury Design Group(Mike Coutu/Matt Sullivan), Sudbury Military Support Network(Patty & Rick Houpt)

Recent History

- The committee meets regularly
- Sudbury Military Support Network is aware
- Site visits have occurred by various interested parties
- Professional Design
 - Sudbury Design Group(SDG) has drawn up a number of designs for us
- We have been able to reach out to town staff informally
- Abutters have been made aware
 - Personal visit
 - Communications Pamphlet
 - Favorable response to-date

CITY OF SUDBURY DESIGN
ID USE OR DUPLICATION
OR WRITTEN CONSENT
BY SUDBURY DESIGN GROUP



CONC
LT. SCOTT A
6
SU
EAK

SUDBURY
DESIGN GROUP
740 Boston Post Rd, Sudbury, MA 01776
978.443.3638 MA 1@sudburydesign.com | 401.780.5889 RI

April 9, 2013



1/8" = 1'-0"

Town and Neighborhood Awareness

Town Staff Awareness of our “plan”

- Town Manager – Maureen Valente
- Park and Recreation – Nancy McShea
 - April 22nd Park & Rec. meeting
- Town Engineer – Bill Place
- Conservation Coordinator – Debbie Dineen
- Director of Planning & Community Development – Jody Kablack
- Facilities Director – Jim Kelly

Community

- Widening the knowledge
- Concentrating on abutters
- Communications Pamphlet



PERSPECTIVE VIEW

April 9, 2013



AERIAL VIEW

April 9, 2013

Benefits

- Creates a place of memorial to Scott, his family, neighborhood and town
- Improvement of the site that is eroding and “in need”
- No change in use nor intensity
- Parking remains neutral
- Ties the beach and neighborhood together
- Benefits the town, neighborhood and honors the Milley family
- Ongoing maintenance – There will be funds available through the Scott Milley Foundation for ongoing maintenance

Funding

- No “cost” to the town
- Sudbury Military Support Network will help
- Professional and community volunteer labor
- Fundraising
- In-kind material donations
- Already have verbal neighborhood support

Next Steps

Seeking the Board of Selectmen's support for moving forward

Questions and Discussion



April 9, 2013

AGENDA REQUEST - Item #5

BOARD OF SELECTMEN

Requestor's Section:

Date of request: March 29, 2013

Requestor: Rick Houpt (OEF/OIF Memorial Committee and the Sudbury Military Support Network)

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

Vote to support the OEF/OIF Memorial Committee and the Sudbury Military Support Network to continue efforts so as to present to the Board of Selectmen a final plan and gift to the Town of Sudbury for an OEF/OIF War Memorial to be situated in Heritage Park, with the understanding that the Town will have final approval of design and siting. In addition to this, vote to support their efforts to make a monetary gift, to be used as a trust fund for the maintenance and upkeep of the memorial.

Financial impact expected: None to the Town of Sudbury

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

Recommendations/Suggested Motion/Vote:

Vote to support the OEF/OIF Memorial Committee and the Sudbury Military Support Network to continue efforts so as to present to the Board of Selectmen a final plan and gift to the Town of Sudbury for an OEF/OIF War Memorial to be situated in Heritage Park, with the understanding that the Town will have final approval of design and siting. In addition to this, vote to support their efforts to make a monetary gift, to be used as a trust fund for the maintenance and upkeep of the memorial.

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

Rick Houpt, OEF/OIF Memorial Committee and the Sudbury Military Support Network

Selectmen's Office Section:

Date of Selectmen's Meeting: April 9, 2013

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

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

★ ★ ★
SUDBURY MILITARY SUPPORT NETWORK
★ ★

P.O. Box 544 Sudbury, MA 01776 | Tax ID: 27-5559127

Date: March 29, 2013
To: The Sudbury Board of Selectmen
From: The Sudbury Military Support Network,
Rick Houpt, OEF/OIF Memorial Committee Chair
Regarding: OEF/OIF War Memorial gift to Sudbury

Background:

The Sudbury Military Support Network (SMSN) is an all-volunteer organization formed in 2011, in the context of the Afghanistan and Iraq Wars. SMSN's mission is to:

- ★ Support Sudbury's military personnel and their families during deployment
- ★ Honor Sudbury's military personnel and their families
- ★ Welcome Home Sudbury troops from deployment
- ★ Inform and educate the Sudbury community, and encourage their participation in the above activities

Sudbury has a long history of honoring our citizens' contributions and sacrifices during wartime. Multiple war memorials mark the route of the Sudbury Memorial Day Parade, and the September 11 Memorial in Heritage Park is another reminder of Sudbury's commitment to honor our citizens.

It has now been almost 12 years since the beginning of Operation Enduring Freedom (Afghanistan War) and 10 years since the beginning of Operation Iraqi Freedom (Iraq War). SMSN estimates that at least 50 Sudbury citizens have served in direct combat operations during these wars, and countless others in uniform have served in support. Endless support has also been rendered by those out of uniform, from military families to civilian agency personnel, from Sudbury schools to Sudbury Scouting organizations. SMSN believes it is now time for Sudbury to consider a war memorial, recognizing the sacrifices of our military personnel and others who contributed to the United States' efforts throughout OEF and OIF.

SMSN War Memorial gift to the Town of Sudbury

SMSN respectfully offers to make a gift to the Town of Sudbury of an OEF/OIF War Memorial, to be situated in Heritage Park. SMSN will convene a committee of private citizens and appropriate constituencies to organize fund raising, design, and other aspects of creation of the memorial. The committee's composition will likely include OEF/OIF Veterans and family members, representatives from AmVets, VFW, Sudbury for Wounded Warrior, and other interested private citizens and organizations. The Town will have final approval of design and siting.

In addition, we expect to make a monetary gift, to be used as a trust fund for the maintenance and upkeep of the memorial.

★ ★ ★
SUDBURY MILITARY SUPPORT NETWORK
★ ★

Request Support of Board of Selectmen

In anticipation of convening this private committee, SMSN has already sought and received support for both the initiative itself and for the Heritage Park site from:

- The Sudbury Park and Recreation Department
- The Sudbury Historical Commission
- The Sudbury Historic District Commission

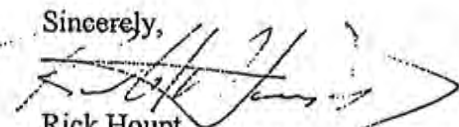
We have been collaborating with the Assistant Town Manager, and will continue to do so throughout the process. We are seeking support from the Board of Selectmen to continue our efforts, and will eventually present a final plan for the gifts, for the Board's approval and acceptance.

Finally, as May is Military Appreciation Month, it is our hope to announce this effort to the community as part of the month-long celebration of the US Military. Your support will allow us to do so.

With Appreciation

We thank you for consideration of this request, and look forward to your response, and will gladly answer any questions you may have. If you'd like to learn more about SMSN, please visit www.sudburymilitarysupportnetwork.org

Sincerely,



Rick Houpt
OEF/OIF Memorial Committee
Sudbury Military Support Network

★ ★ ★
SUDBURY MILITARY SUPPORT NETWORK
★ ★ ★

AGENDA REQUEST- ITEM #6

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *March, 2013*

Requestor: *Chairman O'Brien*

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

Discussion regarding the Town's legal services

Financial impact expected: *N/A*

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

Recommendations/Suggested Motion/Vote: *As needed*

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

Chairman O'Brien and Town Manager Valente

Selectmen's Office Section:

Date of Selectmen's Meeting: *April 9, 2013*

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

Town Counsel approval needed?

Yes ()

No (X)

AGENDA REQUEST – Item #9

BOARD OF SELECTMEN

Requestor's Section:

Date of request: April 4, 2013

Requestor: *Mary McCormack*

Action requested (Who, what, when, where and why): *Sign and approve the 2013 Annual Town Meeting Warrant which goes to the printer on Wednesday, April 10th.*

Financial impact expected: *Not applicable*

Background information (if applicable, please attach if necessary):
2013 ATM warrant

Recommendations/Suggested Motion/Vote: *Vote to approve and sign the Annual Town Meeting Warrant as presented which will be posted at Town Hall and delivered to all residents no later than April 29, 2013.*

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *April 9, 2013*

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

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

AGENDA REQUEST – Item #10

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *March 22, 2013*

Requestor: *Town Clerk, Rosemary Harvell*

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

CONSENT CALENDAR

Sign the Warrant for the Special State Primary Election of Tuesday, April 30, 2013

Financial impact expected: *N/A*

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

N/A

Recommendations/Suggested Motion/Vote: *Vote to sign a Special State Primary Election Warrant for posting at Town Hall and in at least three places within each of the five precincts no later than April 23, 2013, at least seven days before the time appointed for said meeting of April 30, 2013, as requested by the Town Clerk.*

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *April 9, 2013*

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

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

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

*April 9
2013*

SS. Middlesex

To the Constables of the Town of SUDBURY

GREETING:

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

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

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

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

To cast their votes in the Special State Primaries for the candidates of political parties for the following office:

SENATOR IN CONGRESS. . . . FOR THE COMMONWEALTH

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

Given under our hands this _____ day of _____, 2013.
(month)

SELECTMEN OF SUDBURY

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

_____, 2013.
Constable (month and day)

Warrant must be posted by **April 23, 2013**, (at least *seven days prior* to April 30, 2013.)

AGENDA REQUEST - Item #11

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *April 2, 2013*

Requestor: *Maryanne Bilodeau*

Action requested: CONSENT CALENDAR

To acknowledge that the month of May is Military Appreciation Month and to sign a proclamation in this regard

Financial impact expected: *None*

Background information: *N/A*

Recommendations/Suggested Motion/Vote: *Vote to acknowledge that the month of May is Military Appreciation Month in Sudbury and to sign a proclamation acknowledging this event, which document will be recorded in the military album on display at the Goodnow Public Library.*

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *April 9, 2013*

Board's action taken:

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

Distribution:

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



Town of Sudbury

Office of Selectmen

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843

Military Appreciation Proclamation

WHEREAS, *The freedom and security that citizens of the United States enjoy today are direct results of the bloodshed and continued vigilance given by the United States Armed Forces over the history of our great nation; and*

WHEREAS, *the sacrifices that such members of the United States Armed Forces and of the family members that support them, have preserved the liberties that have enriched this nation making it unique in the world community; and*

WHEREAS, *the United States Congress, in two thousand and four, passed a resolution proclaiming May as National Military Appreciation Month, calling all Americans to remember those who gave their lives in defense of freedom and to honor the men and women of all of our Armed Services who have served and are now serving our Country, together with their families; and*

WHEREAS, *the month of May has been selected for this display of patriotism because during the month, we celebrate Victory in Europe (VE) Day, Military Spouse Day, Loyalty Day, Armed Forces Day/Week, National Day of Prayer and Memorial Day*

NOW, THEREFORE, WE, *the Selectmen of Sudbury, Massachusetts do hereby proclaim the period May 1 through May 31, 2013 as a special time to show appreciation for our Military and proclaim it as*

MILITARY APPRECIATION MONTH

We encourage all Sudbury citizens to join us in showing our gratitude by the appropriate display of flags and ribbons during this designated period.

Signed this ninth day of April, two thousand and thirteen.

BOARD OF SELECTMEN

Lawrence W. O'Brien, Chairman

Robert C. Haarde, Vice Chairman

John C. Drobinski

TOWN SEAL

AGENDA REQUEST - Item #12

BOARD OF SELECTMEN

Requestor's Section:

Dates of request: *Various dates on past awards*

Requestor: *Susan Whitemore Oliveira*

Action requested: *Letters of congratulations to three scouts, acknowledging their achievement to rank of Eagle Scout.*

Financial impact expected: *None*

Background information: *CONSENT CALENDAR*

Recommendations/Suggested Motion/Vote:

Vote to enter into the Town record and congratulate John Patrick Connors, 210 Plympton Road, Andrew William Glaser, 539 Concord Road, and Wyatt Patrick Owens, 10 Grindstone Lane, of Troop 60, who have been recognized at Courts of Honor for having achieved the high honor of Eagle Scout.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *April 9, 2013*

Board's action taken:

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

Distribution:

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

AGENDA REQUEST - Item #13

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BOARD OF SELECTMEN

Requestor's Section:

Date of request: March 27, 2013

Requestor: Maryanne Bilodeau, Assistant Town Manager/HR Director

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

Vote to approve a contract with Altus Dental Insurance Company, Inc. of Providence RI, and to authorize the Town Manager to execute any documents relative thereto, to provide dental insurance as of 7/1/13 for Town employees/retirees

Financial impact expected: Increase of approximately \$17,000

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

Recommendations/Suggested Motion/Vote:

Vote to approve a contract with Altus Dental Insurance Company, Inc. of Providence RI, and to authorize the Town Manager to execute any documents relative thereto, to provide dental insurance as of 7/1/13 for Town employees/retirees and to approve FY14 rates for such coverage, including the proportionate amounts to be contributed by active Town employees.

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

Assistant Town Manager/HR Director, Maryanne Bilodeau

Selectmen's Office Section:

Date of Selectmen's Meeting: April 9, 2013

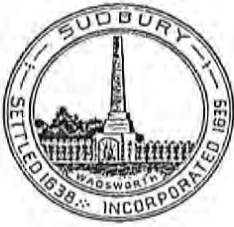
Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

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



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

Maryanne Bilodeau
Asst. Town Manager/HR Director

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

Date: April 2, 2013
To: Board of Selectmen
From: Maryanne Bilodeau (MB)
Re: Altus Dental Plan

During our Collective Bargaining process we said that if all union contracts (including DPW and Engineering) were ratified by March 30, 2013, the Town would endeavor to implement a new dental plan for FY 14 with higher benefit limits. Now that all contracts are ratified we are moving forward with the implementation process for putting the new dental plan in place for 7/1/13.

This is the same dental plan that we previously talked with you about with no changes from what was presented to you and now we need your formal action. We ask that you vote to approve a contract with Altus Dental Insurance Company, Inc. of Providence, RI, to provide dental insurance as of 7/1/13 for Town employees/retirees and approve FY14 rates for such coverage, including the proportionate amounts to be contributed by active Town employees.

The higher benefit limits and coverage will be as follows:

\$1000 maximum calendar year benefit
\$50/\$150 annual deductible
100% Preventive;
80% Minor Restorative (Basic);
50% Major Restorative

The monthly rates are shown below. The Town contributes 75% of active employee dental and 0% of retiree dental, with the employee/retiree to pay the remainder, effective July 1, 2013. This cost is 7% higher than our current FY 13 rates for a lesser plan design. The FY 14 impact to the Town is approximately \$17,000.

	<u>Individual</u>	<u>Family</u>
Monthly Rate:	\$35.70	\$89.94

Thank you.

AGENDA REQUEST- Item #14

BOARD OF SELECTMEN

Requestor's Section:

Date of request: 4/1/13

Requestor: J. Kelly Facilities Director

Action requested (Who, what, when, where and why): See vote.

Financial impact expected:

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

The MAPC has procured the services of Peregrine Energy Group, Inc. in connection with ESCO projects developed under the MAPC energy program. This grant will pay for services provided by Peregrine in relation to performance contracting.

Recommendations/Suggested Motion/Vote:

Vote to accept a Technical Services Grant from the Department of Energy Resources in the amount of \$12,500 to fund the services of a consultant (Peregrine Energy Group) in connection with energy management services related to energy savings performance contract (ESCO); and to authorize the Town Manager to execute documents related thereto inclusive of the Grant Contract and MAPC Agreement for Peregrine's services.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: 4/9/13

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

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



March 8, 2013

Maureen G. Valente
Town Manager
278 Old Sudbury Road
Sudbury, MA 01776

Subject: Performance Contracting Owner's Agent Support to Sudbury

Dear Ms. Valente,

The Metropolitan Area Planning Council (MAPC) is pleased to continue to work with the Town of Sudbury to provide services through Peregrine Energy Group, Inc. This work will serve to support Sudbury through its performance contracting initiative with Ameresco, Inc., as described in the attached Scope of Work.

MAPC's agreement with Peregrine satisfies public procurement requirements for all 14 municipalities that were listed in MAPC's regional ESCO project in 2011, including Sudbury. The agreement establishes an hourly rate of \$140.00, plus expenses, for covered services. Peregrine understands that Sudbury has identified a not-to-exceed amount of \$12,500 for this phase, but may amend this at a later date subject to availability of additional funds.

Please sign two copies of this letter of agreement, keep one for your files, and return the other to MAPC. Work done by Peregrine is anticipated to begin in March 2013. Upon receipt of the signed letter of agreement, Peregrine's work will be invoiced to MAPC. Sudbury and MAPC will approve the invoices before MAPC invoices Sudbury monthly. The primary point of contact for this project at MAPC will be Helen Aki, Clean Energy Program Coordinator.

The MAPC staff looks forward to working with you on this project.

Marc D. Draisen
Executive Director

Project Approved:

Maureen G. Valente, Town Manager

Date

Peregrine Owner's Agent Scope of Services for Sudbury Performance Contracting Initiative

Peregrine Energy Group, Inc. ("Peregrine") is available to provide a range of Owner's Agent services to support Sudbury (the "Town") during its performance contracting engagement with Ameresco. The Scope of Services below is a "pick list" that the Town can select from as the project evolves and Peregrine's support is desired.

Owner's Agent services from Peregrine were procured competitively by the Metropolitan Area Planning Council ("MAPC") to assist member cities and towns that participated in the 2011 performance contracting solicitation, and these towns can enter into a contract with Peregrine using the Master Services agreement that Peregrine and MAPC negotiated.

Suggested Scope of Work

During the *Investment Grade Audit (IGA) phase*, Peregrine can:

- Maintain communications with Ameresco about project progress and the status of deliverables
- Independently visit Town buildings if requested to evaluate building issues and needs.
- Ensure that solutions and projects being proposed by Ameresco are appropriate, complete, and consistent with Town needs and goals
- Participate in the Town's meetings with Ameresco and in meetings of the Town's designated Performance Contracting Working Group to finalize energy projects that Ameresco will be asked to develop final specifications and pricing for
- Help negotiate an energy baseline that will be used for tracking and documenting energy savings
- Review technical scopes proposed by Ameresco for individual projects and suggest ways to improve the quality, performance, and value of projects
- Participate, if requested by the Town, in site visits arranged by Ameresco for potential subcontractors to secure project pricing
- Validate savings projections for individual measures by Ameresco
- if necessary and appropriate, provide second opinion on cost estimates and suggest alternate solutions to increase value created
- Review and critique of Measurement and Verification methodologies tied to performance guarantees proposed for individual projects to ensure they will satisfy Town requirements
- Advise Town on additional ancillary services proposed by Ameresco for inclusion in the final project package
- Attend meetings with various Town committees as directed to explain performance contracting and the projects being proposed and to answer questions
- Support the review of Ameresco contract documents and suggest changes if appropriate

If Sudbury decides to proceed with an Energy Management Services Agreement with Ameresco, Peregrine can continue to support the project as follows during the *Design and Construction phases*:

- Review and critique design submittals and equipment specifications prepared by Ameresco for projects being undertaken, for accuracy, completeness, and appropriateness, and identify in writing any missing elements or changes required
- Serve as the Town's representative as appropriate and requested to ensure that projects are proceeding according to plan
- As projects are being completed, observe installations, commissioning, and testing by Ameresco to ensure that equipment is properly installed and that any controls sequences and schedules are consistent with design

AGENDA REQUEST - Item #15

BOARD OF SELECTMEN

Requestor's Section:

Date of request: 4/1/13

Requestor: Conservation Coordinator

Action requested (Who, what, when, where and why): See vote below.

Financial impact expected: None expected.

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

This Conservation Restriction (CR) previously approved by the Board of Selectmen on 11/7/12 required revision by the Massachusetts EOEEA and thus requires resigning. The CR is required by the wetlands Order of Conditions permit to protect wildlife habitat and to contain drainage from Nobscot Mountain from flowing over Rt. 20. It is located on an undeveloped portion of a constructed single-family house lot.

Recommendations/Suggested Motion/Vote: Vote to approve and sign acceptance of a revised Conservation Restriction granted under M.G.L. c.40 §8C by William Senecal, Trustee of the Lot 5556 Realty Trust, on a 38,282+- s.f. portion of a 2.01+/- a. parcel of land located off Bigelow Drive and Rt. 20, shown as "Conservation Restricted Area" on Lot 56 on plan entitled "Conservation Restriction Easement Plan of Land at Lot 56 Bigelow Drive, Sudbury, Massachusetts", dated 4/16/10, by Foresite Engineering.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: 4-9-13

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

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

**CONSERVATION RESTRICTION TO
TOWN OF SUDBURY, MASSACHUSETTS**

I, William Senecal, of 430 Peakham Road, P.O Box 147, Sudbury, Middlesex County, Massachusetts, for myself and my successors and assigns and as Trustee of the Lot 5556 Realty Trust, u/d/t dated June 7, 1995 and recorded in the Middlesex South Registry of Deeds at Book 25402, Page 318 (together the "Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant to the Inhabitants of the Town of Sudbury, a municipal corporation acting by and through its Conservation Commission, its successors and permitted assigns ("Grantee"), with an address of 275 Old Lancaster Road, Sudbury, Massachusetts, as a gift, for conservation purposes in accordance with M.G.L., Chapter 40, Section 8C, in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on an area of land containing approximately 38,282 sq. ft. of an approximately 2.01 acre parcel and more particularly described on Exhibit A attached hereto and shown as "Conservation Restricted Area" (the "Restricted Premises") on a plan entitled "Conservation Restriction Easement Plan of Land at Lot 56, Bigelow Drive, Sudbury, Massachusetts", Sudbury, Mass., dated 4-16-10, prepared by Foresite Engineering" a copy of which is attached hereto as Exhibit B. The Restricted Premises are comprised of a portion of Lot 56, shown on a plan recorded in the Middlesex South District Registry of Deeds (the "Registry") in Plan Book 15387, Page 522, Plan 1531 of 1983. This Conservation Restriction shall apply exclusively to the Restricted Premises and not to the remaining unrestricted portion of Lot 56.

For Grantor's title to said land, see deed dated June 12, 1995, recorded in the Registry in Book 25402, Page 318.

**NO DOCUMENTARY STAMPS ARE REQUIRED AS THIS
CONSERVATION RESTRICTION IS A GIFT.**

PURPOSE

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. Its purpose is to assure that the Restricted Premises will be retained in perpetuity predominantly in their natural, scenic and open condition and to prevent any use of the Restricted Premises that will materially impair or interfere with the conservation values of the Restricted Premises. The Grantor and Grantee acknowledge and agree that the Restricted Premises provides protection of significant scenic, aesthetic, and ecological values in their present state as a natural area, as well as protection of private and public water supplies (i.e. upland habitat associated with adjacent vernal pools). The Restricted Premises abuts other adjacent conservation restrictions, and was required as a condition by the Sudbury Conservation Commission in an Order of Conditions recorded in the line of title to the property.

The Grantor and the Grantee share the common purpose of conserving the natural values of the Restricted Premises for the present generation and future generations. The shared purpose is to assure that the Restricted Premises will be retained in perpetuity predominantly in their natural and scenic condition for habitat preservation and water quality protection. The public benefits resulting from conservation of the Restricted Premises include, without limitation, wildlife habitat protection, flood damage prevention, public, private and ground water protection and preservation by buffering a Certified Vernal Pool situated on permanently preserved land directly abutting the Restricted Premises.

I. Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses

A. Prohibited Acts and Uses

Subject to the exceptions set forth hereinafter, neither the Grantor nor the successors or assigns of the Grantor will perform, allow or give permission to others to perform the following acts or uses which are prohibited on, above, over or under the Restricted Premises:

1. Constructing or placing of any temporary or permanent buildings, structures, roads, trails, driveways, paved surfaces, signs, billboards or other advertising, swimming pools, antenna, utility pole, conduit, fence or utilities;
2. Placing, filling, storing or dumping on the Restricted Premises of soil, refuse, trash, rubbish, debris, junk, waste or any other substance or material whatsoever, including any drainage from swimming pools;
3. Removal, disturbance or destruction of dead or living, upright or downed trees, shrubs, other vegetation, leaf litter, logs, branches or any other natural woody debris, except if such condition imposes an immediate and obvious hazard to person or property on land abutting the Restricted Premises with prior written approval of the Grantee;
4. Excavation, dredging or removal of loam, peat, gravel soil, rock or other mineral substances;
5. Activities detrimental to wildlife, wildlife habitat, drainage, flood control, water quality or conservation, erosion control or soil conservation;
6. Use, parking or storage of motorized vehicles of any nature or kind including, but not limited to, cars, trucks, boats, trailers, motorcycles, all- terrain vehicles and snowmobiles, except as may be necessary for public safety by the police, fire department or other government agencies in carrying out their lawful duties;
7. Use or application of any fertilizer, herbicide or pesticide, unless authorized in writing by the Grantee and only for the purpose of habitat management or control of invasive plant or animal species, and only if used and applied in a manner to affect target species and minimize effects on non-target species, provided that no fertilization of any wetland resource areas shall be permitted;
8. Use of sodium-based de-icing chemicals on surfaces within the Restricted Premises where runoff or drainage will discharge into the wetland resources or the 100 foot adjacent upland resource areas;
9. The conveyance of a part or portion of the Restricted Premises alone, or division or subdivision of the Restricted Premises (as

compared to conveyance of the Restricted Premises in its entirety which shall be permitted), and no portion of the Restricted Premises may be used towards the construction, building or development requirements on any other parcel;

10. Use of the Restricted Premises for commercial, recreational, business, or industrial activities; and
11. Any other use of the Restricted Premises or activity that would materially impair conservation interests as described in the Purposes clause above, unless necessary in an emergency for the protection of the conservation values and purposes that are the subject of this Conservation Restriction.

B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses

The following acts and uses otherwise prohibited in the foregoing Section A are permitted by the Grantor, provided they do not materially impair the conservation values and purposes of this Conservation Restriction:

1. Walking, bird-watching, nature-study, photography and other passive outdoor recreational activities;
2. Selective cutting and pruning of trees or shrubs to maintain or improve the habitat values or otherwise to preserve the present condition of the Restricted Premises, provided that any pruning and any cutting shall require the prior, written approval of the Grantee;
3. Posting of signs prohibiting trespass and prohibiting public access consistent with the public access prohibitions herein set forth, and other admonitions as to use and identifying Grantee as the holder of this Conservation Restriction.
4. Construction and operation of that portion of a septic system that extends within the conservation restriction area, in the location as shown in the final plans as approved by the Sudbury Conservation Commission and the MA DEP in the Superseding Order of Conditions (#301-986) issued on December 2, 2009, referencing plans entitled "Notice of Intent Plan Lot 56 Bigelow Drive, Sudbury, MA, dated January 21, 2008, rev. May 21, 2009, prepared by Foresite Engineering."

The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with applicable zoning, the Wetlands Protection Act, and all other applicable federal, state and local rules, regulations, and permits, including the Sudbury Wetlands Administration Bylaw. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position on whether such permit should be issued.

All acts and uses not prohibited herein that do not alter the topography, vegetation, or soils are permissible, provided they do not materially impair the purposes or conservation values of this Conservation Restriction.

II. Access

This Conservation Restriction does not grant to the Grantee, to the general public, or to any other person any right to enter upon the Restricted Premises, except there is granted to the Grantee and its agents and representatives, a non-exclusive perpetual easement and right to enter the Restricted Premises at reasonable times and in a reasonable manner after notice, including access by foot and/or by motorized vehicle, if possible (vehicle use only if necessary to restore the Restricted Premises) to (A) exercise the rights granted herein to Grantee; (B) monitor and inspect the Restricted Premises; (C) determine compliance with the terms of this Conservation Restriction; and (D) prevent, remedy and/or abate any violations thereof and otherwise enforce the terms of this Conservation Restriction, all as provided in this Conservation Restriction (the "Access Easement"). The Access Easement shall allow Grantee to enter the Restricted Premises from Bigelow Drive over the restricted area of Lot 56 from time to time designated by Grantor.

III. Legal Rights of the Grantee

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive relief and other

equitable relief against any violation, including, without limitation, relief requiring restoration of the Restricted Premises to their prior condition (it being agreed that the Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee. The Grantor agrees to reimburse the Grantee all reasonable costs and expenses, including reasonable counsel fees in enforcing this Conservation Restriction or taking reasonable measures to remedy, abate or correct any violation thereof (including costs and expenses required to restore the Access Easement as a result of a violation of this Conservation Restriction by the Grantor), provided that a violation of this Conservation Restriction is acknowledged by Grantor, or determined by a court of competent jurisdiction to have occurred.

In the event that Grantee becomes aware of a violation of this Conservation Restriction, Grantee shall notify Grantor in writing of such violation. Grantor shall have sixty (60) days after receipt of such notice to undertake actions, including the restoration of the Restricted Premises to its condition prior to the time of the violation complained of, that are reasonably determined as appropriate to correct promptly the conditions constituting said violation and to repair any damage to the Restricted Premises resulting from said violation. If the Grantor fails to cease the violation and to take such corrective action within said sixty (60) day period after notice from Grantee, the Grantee may undertake whatever actions, including appropriate legal proceedings which include obtaining injunctive and other equitable relief that Grantee determines are reasonably necessary to effect such corrections and otherwise enforce the terms of this Conservation Restriction.

In the event of a dispute between the Grantor and the Grantee as to the actual boundaries of the Restricted Premises, the Grantor shall be responsible for preparation of a survey and installation of appropriate boundary markers.

Nothing herein shall preclude Grantor or Grantee from pursuing other parties for damages to the Restricted Premises for vandalism, trespass, or any other violation of the terms of this Conservation Restriction. Grantor agrees and acknowledges that Grantee

shall have standing to pursue such claims and the parties agree to cooperate, reasonably, with each other in connection therewith.

IV. Notice and Approval

Whenever notice to or approval by the Grantee is required under the provisions of this Conservation Restriction, except in the case of an emergency, Grantor shall give said notice in writing by certified mail, return receipt requested, to the Grantee not less than sixty (60) days prior to the date the Grantor intends to undertake the proposed activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to the consistency of said proposed activity with the purposes of this Conservation Restriction and to enable Grantee to adequately monitor the proposed activity.

Where the Grantee's approval is required, said notice shall state that said approval is needed and the timetable for response to said notice. The Grantee shall grant or withhold its approval by written notice sent by certified mail, return receipt requested, to the Grantor within sixty (60) days of receipt of the written request there for with all pertinent and necessary information. Grantee's approval, as appropriate, shall not be unreasonably withheld, but shall only be granted upon a showing by Grantor that the proposed activity will not materially impair the purposes of this Conservation Restriction and the conservation values of the Restricted Premises. If Grantor's notice complies with the provisions of this paragraph and includes this "deemed approved" provision, and Grantee fails to respond to the Grantor's request within said sixty (60) day period in accordance with the provisions of this paragraph, then Grantor's request shall be deemed approved.

Any notice that either party desires or is required to give to the other shall be sent addressed as follows:

To Grantee: Town of Sudbury Conservation Commission
Department of Public Works Building
275 Old Lancaster Road

Sudbury, MA 01776

To Grantor: William Senecal, Trustee
Lot 5556 Realty Trust
430 Peakham Road, P.O Box 147
Sudbury, MA 01776

or to such other address as either of the above parties from time to time shall designate by written notice to each other, or that is reasonably ascertainable.

V. Extinguishment

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Restricted Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

B. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift by an appraisal, a copy shall be provided to Grantee, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant.

C. Whenever all or any part of the Restricted Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of

all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this Conservation Restriction.

VI. Duration and Assignability

The burdens of this Conservation Restriction shall run with the Restricted Premises and shall be enforceable in perpetuity against Grantor and Grantor's successors and assigns. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction.

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time: (A) as a condition of any assignment, Grantee requires that the purposes of this Conservation Restriction continue to be carried out; (B) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws, as an eligible donee to receive and hold this Conservation Restriction; and (C) in compliance with Article 97 of the Amendments to the Constitution of The Commonwealth of Massachusetts, if applicable.

VII. Acts Beyond Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Restricted Premises resulting from causes beyond Grantor's control, including, but not limited to fire, flood, storm and earth movement, or from any prudent action taken by Grantor

under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Premises resulting from such causes.

VIII. Assignability

A. Running of the Burden

The burden of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, or behalf of himself and his successors and assigns, appoint the Grantee their attorney in fact to execute acknowledge and deliver any such instruments on his behalf. Without limiting the foregoing, the Grantor and his successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of the Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment qualifies under Section n170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a done eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments of the Constitution of the Commonwealth of Massachusetts, if applicable.

IX. Subsequent Transfers

Grantor agrees to expressly incorporate by reference the terms of this

Conservation Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Restricted Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest (other than the granting of a mortgage) at least twenty (20) days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

X. Termination of Rights and Obligations

Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Restricted Premises shall terminate upon transfer of that party's interest, except that (A) liability for acts or omissions occurring prior to transfer, and (B) liability for the transfer itself if the transfer is in violation of this Conservation Restriction shall survive the transfer. Any subsequent owner of the Restricted Premises shall cooperate in the restoration of the Restricted Premises or removal of violations caused by prior owners and may be held responsible for any continuing violations.

XI. Estoppel Certificates

Upon written request of the Grantor or Grantee, the receiving party shall, within thirty (30) days of receipt of such request, execute and deliver to the requesting party a written certificate in form suitable for recording, if applicable, certifying the requesting party's compliance with the terms and provisions of this Conservation Restriction.

XII. Effective Date

This Conservation Restriction shall be effective when Grantor and Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and this Conservation Restriction has been recorded in the Registry.

This Conservation Restriction shall be recorded by the Grantor in the Registry in a timely manner.

XIII. Miscellaneous

A. **Controlling Law.** The interpretation and performance of this Conservation Restriction shall be governed by the laws of The Commonwealth of Massachusetts.

B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purposes of this Conservation Restriction and the policy and purpose of Massachusetts General Laws Chapter 184, Sections 31-33 and of Article 97 of the Amendments to the Constitution of The Commonwealth of Massachusetts. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. **Severability.** If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

D. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Restriction, all of which are merged herein.

E. **Joint Obligation.** The obligations imposed by this Conservation Restriction upon the parties that together comprise "Grantor" shall be joint and several.

F. **Pre-existing rights of the Public.** Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Restricted Premises. Any such pre-existing rights of the public, if any, are not affected by the granting of this

Conservation Restriction.

G. Grantee's Disclaimer of Liability. By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Restricted Premises not caused by Grantee or its agents.

H. Grantor's Rights. Except as expressly provided herein, Grantor shall not have any obligation to maintain the Restricted Premises, but shall have the right to do so if Grantor so elects in accordance with this Conservation Restriction and with prior written permission of the Conservation Commission.

I. Non-Waiver. Any election by the Grantee as to the manner and timing of its rights to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

L. No Merger. No transfer of Grantor's or Grantee's interest in the Restricted Premises and no acquisition of any additional interest in the Restricted Premises by Grantor or Grantee shall cause this Conservation Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called "doctrine of merger." The Grantor and Grantee will not transfer any interest that will create merger, and no deed shall be effective until this Conservation Restriction is assigned, or a new conservation restriction is granted, if necessary, to avoid merger.

[SIGNATURE PAGE TO FOLLOW]

Executed as an instrument under seal this 7th day of March 2013.

GRANTOR:

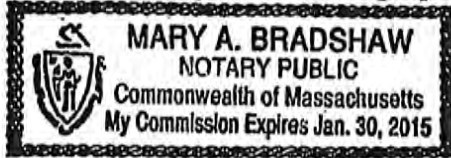
William Senecal Trustee
William Senecal, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS:

March 7, 2013

Then personally appeared William Senecal, Trustee, as aforesaid, proved to me through satisfactory evidence of identification, by personal knowledge/driver's license identification, to be the person whose name is signed on the preceding or attached document and acknowledged that she signed it voluntarily for its stated purpose.



Mary A. Bradshaw
Notary Public

ACCEPTANCE BY THE CONSERVATION COMMISSION

TOWN OF SUDBURY

We, the undersigned, being a majority of the Conservation Commission of the Town of Sudbury hereby certify that at a public meeting duly held on Commission voted to accept the foregoing Conservation Restriction.

Richard O. Bell

[Signature]

Elizabeth J. Armstrong

Shirley M. [Signature]

COMMONWEALTH OF MASSACHUSETTS

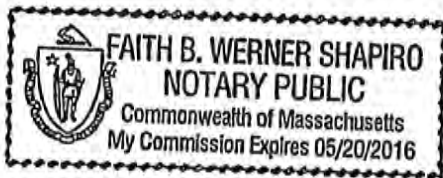
Middlesex, ss:

March ²⁶, 2013

Then personally appeared ^{Richard O. Ball} as aforesaid, proved to me through satisfactory evidence of identification, by personal knowledge/driver's license identification, to be the person whose name is signed on the preceding or attached document and acknowledged that she signed it voluntarily for its stated purpose.

Notary Public

Faith B. Werner Shapiro



APPROVAL OF BOARD OF SELECTMEN TOWN OF SUDBURY

We, the undersigned, being a majority of the Board of Selectmen of the Town of Sudbury, hereby certify that at a public meeting duly held on, the Board of Selectmen voted to approve the foregoing Conservation Restriction. BOARD OF SELECTMEN:

THE COMMONWEALTH OF MASSACHUSETTS Middlesex, ss.

On this ^{APRIL} day of ~~March~~, 2013, before me the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was

to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as a Member of the Sudbury Board of Selectmen. _____

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of Sudbury has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: _____, 2013

Richard K. Sullivan, Jr.
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 2013

Then personally appeared before me the above-named Richard K. Sullivan, Jr. Secretary, Executive Office of Energy and Environmental Affairs, and proved to me through satisfactory evidence of identification, which was *personal knowledge of identity* to be the person whose name is signed on the document and acknowledged to me that he/she signed it voluntarily as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts, for its stated purpose.

Notary Public
My Commission expires:

EXHIBIT A

Legal Description

A portion of parcel of land shown as the "Conservation Restricted Area" and shown on a plan entitled, "Conservation Restriction Easement Plan of Land, Lot 56 Bigelow Drive, Sudbury, Mass." prepared by Foresite Engineering, dated April 16, 2012 (the "Plan"), and being more particularly bounded and described as follows:

Beginning at a point, at land now or formerly of Jan J. Dedeuckelaer & Christiane L. Daems, being located at the common boundary of the lots on the frontage of Bigelow Drive;

THENCE, Southeasterly one hundred twenty nine and 07/100 feet 129.07 feet along Bigelow Drive to a point;

THENCE, South $47^{\circ} 22'$ a distance of one hundred seven and 91/100 feet (107.01') to a point;

THENCE, Northerly a distance of forty three and 64/100 (43.64') feet to a point;

THENCE, Westerly a distance of forty-three and 52/100 (43.52') feet to a point;

THENCE, Westerly, a distance of forty-seven and 97/100 feet (47.97') feet to a point;

THENCE, Northerly a distance of thirty-three and 70/100 (33.70') feet to a point;

THENCE, Northerly a distance of forty-one and 46/100 (41.46') feet to a point;

THENCE, Northerly, a distance of sixty-four and 03/100 (64.03') feet to a point at a concrete bound with drill hole to be set along the side line of land now or formerly owned by David & Michelle Dorgan;

THENCE, Westerly, sixty-five and 22/100 (65.22') feet to a point;

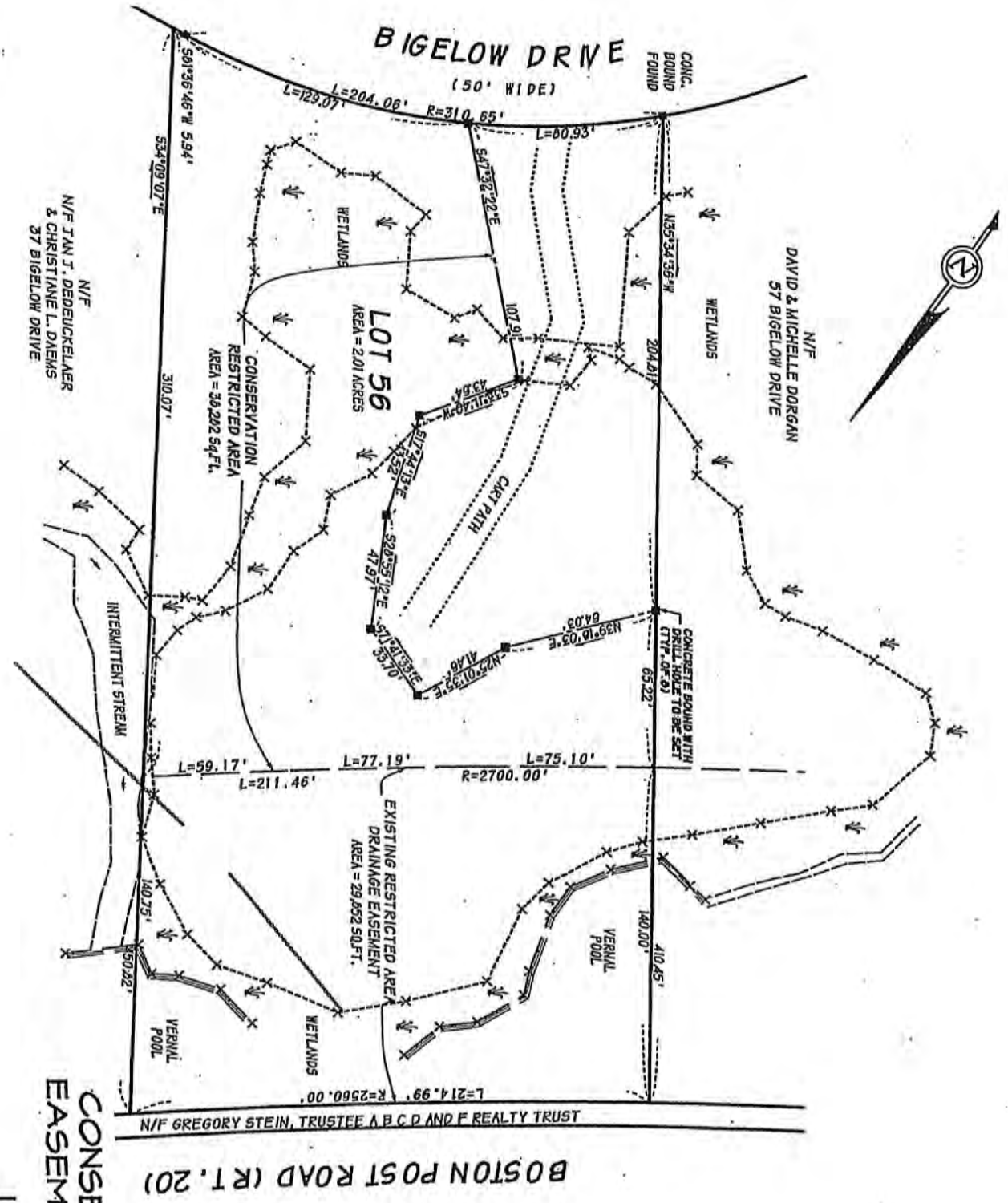
THENCE, Northerly, Two Hundred -Eleven and 46/100 (211.46') feet to the side line of the parcel at a point, at land now or formerly of Jan J. Dedeuckelaer & Christiane L. Daems, being located at the common boundary of the lots;

THENCE, Easterly, three hundred ten and 07/10 (310.07') feet to the point of beginning. Containing 38,282 square feet, more or less, as shown on the Plan. Subject to and with the benefit of easements and restrictions of record so long as the same are in force and applicable.

EXHIBIT B

Plan Showing Conservation Restriction Area

**CONSERVATION RESTRICTION
EASEMENT PLAN OF LAND A
LOT 56 BIGELOW DRIVE
SUDBURY, MASSACHUSETT**



AGENDA REQUEST - Item #16

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *March 25, 2013*

Requestor: *Esme Green, Library Director*

Action requested: CONSENT CALENDAR

Sign a proclamation acknowledging the 150th anniversary of the Goodnow Library

Financial impact expected: *None*

Background information: *N/A*

Recommendations/Suggested Motion/Vote: *Vote to acknowledge that 2013 is the 150th anniversary of the opening of the Goodnow Library in April 1863; sign a proclamation acknowledging this major event in Sudbury's history and encourage our residents to celebrate and participate in the Library's events.*

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *April 9, 2013*

Board's action taken:

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

Distribution:

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



TOWN OF SUDBURY

Proclamation

Sudbury, Massachusetts 01776

WHEREAS: Goodnow Library opened in Sudbury, Massachusetts 150 years ago in April 1863, the second public library in Massachusetts; and

WHEREAS: John Goodnow, a native of Sudbury, bequeathed \$20,000 to the Town for purchasing and keeping in order a public library for the benefit of the inhabitants of Sudbury; and

WHEREAS: The number of items circulated at its inception was 13,000 and today is over 300,000, demonstrating the library's continued use and value to the community; and

WHEREAS: Goodnow Library receives the 9th highest ranking among more than 100 libraries serving a similar population throughout the Commonwealth by the Massachusetts Board of Library Commissioners, and is listed in the National Register of Historic Places; and

WHEREAS: The library welcomes people of all ages, offering the community resources well beyond books: archives of local history, programs for all ages; and

WHEREAS: Goodnow Library is celebrating its sesquicentennial celebration throughout 2013 with special events, programs, and activities that reinforce its commitment as Sudbury's recreational, cultural, learning, and information center; and

NOW, THEREFORE, BE IT PROCLAIMED:

That we, the Sudbury Board of Selectmen, join residents in celebrating Goodnow Library's sesquicentennial celebration throughout 2013.

Signed this Ninth day of April in the year two thousand and thirteen.

BOARD OF SELECTMEN

Lawrence W. O'Brien, Chairman

Robert C. Haarde

John C. Drobinski

AGENDA REQUEST – ITEM #17

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *April 5, 2013*

Requestor: *Mary McCormack*

Action requested: *Question of calling a Special Town Election by the Board to elect 2 new Board members and a discussion and post-Town election overview with Town Clerk including scheduling and deadlines to coincide with the June 25th Special State Election.*

Financial impact expected: *To be determined*

Background information: *See attached.*

Recommendations/Suggested Motion/Vote:

Vote to call a Special Town Election as decided based on the discussion.

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

Town Clerk

Selectmen's Office Section:

Date of Selectmen's Meeting: *April 9, 2012*

Board's action taken:

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

Future Agenda date (if applicable):

Town Counsel approval needed?

Yes ()

No ()

TOWN OF SUDBURY
Office of the Town Clerk



SUDBURY, MASSACHUSETTS 01776

April 5, 2013

To: The Board of Selectmen
From: Rosemary B. Harvell, Town Clerk
Subject: Scheduling a Special Town Election

Dear Selectmen:

I am writing to provide some information for your consideration regarding the scheduling of a Special Town election

Dual Elections

The ballot question at the Annual Town Election in March passed, changing the Town Charter by increasing the number of members serving on the Board of Selectmen from three to five. If an election is called this year to elect the additional members of the Board, the earliest it could feasibly be called on the date of the Special State Election schedule for June 25, 2013 or at another date later this year. If a Special Election is not called, the election of the two additional members would occur at the Annual Town Election in 2014.

Holding two separate elections on the same day is complicated and costly. Dual Elections require careful planning, implementation of special procedures, additional staff and additional cost, but can be accomplished when voter attendance is not expected to be overwhelming.

For your consideration, I am including with this memo, information on special election procedures and costs as well as a schedule of important dates and deadlines based on the date of June 25th. Thank you for the opportunity to meet with you on April 9th.

2013
SPECIAL TOWN ELECTION
IMPORTANT DATES & DEADLINES
(If a dual election is called for June 25th)

- 1. Deadline for taking out nomination papers**
(Candidates packet with nomination papers must be available no later than April 16th, three weeks prior to submission)

Friday, May 3, 2013 (5:00 p.m.)
- 2. Last day to submit nomination papers to Registrars of Voters for certification**

Tuesday, May 7, 2013
(5:00 p.m.)
- 3. Last day to file nomination papers with Town Clerk**

Tuesday, May 21, 2013
(5:00 p.m.)
- 4. Last day to withdraw candidacy**
(Notarized letter required)

Thursday, May 23, 2013
(5:00 p.m.)
- 5. Last day to register voters for Town Election**

Wednesday, June 5, 2013
(9:00 a.m. - 8:00 p.m.)
- 6. Special Town Election**

Tuesday, June 25, 2013
(7:00 a.m. - 8:00 p.m.)

Procedures for Two Elections Scheduled on the Same Date

(Dual Elections)

When two elections are conducted at the same time, election laws require that each election have its own voting list and individual ballots. This means voters must check in for both elections. There will be two voting lists and a separate ballot for each election. Election results must be tabulated separately for each election.

Voters may choose to vote in either election or in both elections. Voters will check in separately for each election.

Procedure for voters:

First, the voter will check in for each election chosen:

1. At the check-in table for the special state election, the voter gives his/her address, then his/her name, and receives the State ballot.
2. At the check-in table for the Town Election, the voter gives his/her address, then his/her name, and receives the Town ballot.

Then the voter will go to the voting booth and mark selections on each ballot separately.

The voter will check out separately for each election chosen:

1. At the check-out table for the special state election, the voter gives his/her address, then his/her name
2. At the check-out table for the annual Town Election, the voter gives his/her address, then his/her name
3. The voter will proceed to the ballot box and insert ballots – **one at a time** – into the voting machine. The memory card in the machine is programmed for both elections.

After the Polls close:

1. Tape results will print for each election
2. Ballots from the ballot boxes are separated by the Wardens and Clerks for each election
3. Tellers tally each election separately
4. All ballots and election materials must be separated by the Wardens and Clerks and sealed separately at the end of the night
5. Results will be compiled, posted and certified for each election

Staffing and State Reimbursements

(If dual with June 25th State Election)

Town Clerk Staff, Election Workers and Police Officers:

We will not schedule any additional Police Officers.

For dual elections, we will schedule the same number of Wardens, Clerks and Ballot Box Inspectors, but will have twice as many check-in and check-out inspectors. We will need additional monitors to instruct the voters and handle the additional voter lists. Tellers for tallying the results at the end of the night will be required for each election.

The number of hours for the police and election workers at dual elections is expected to be increased because of the requirements for closing and tallying the elections separately.

There will be additional overtime required for the Town Staff

State Election Reimbursements:

The State has not confirmed reimbursement for municipalities holding dual elections, but discussions seem to indicate there will be reimbursement for the costs of these elections to the cities and towns. It is my understanding that the Elections Division is unable to reimburse Special State Election costs until the Legislature votes to include the reimbursements for the Special State Primary and the Special State Election in the State Budget.

In the case of dual elections, however, the State election would be considered the additional election. Most likely, the State reimbursements will pay for actual additional costs and the town will be responsible to pay for the town election amount as if it was a standalone election.

AGENDA REQUEST- ITEM #18

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *April 5, 2013*

Requestor: *Maureen Valente*

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

Discussion regarding the proposed State of the Town forum for next October

Financial impact expected: *N/A*

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

Recommendations/Suggested Motion/Vote: *As needed*

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *April 9, 2013*

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

Town Counsel approval needed?

Yes ()

No (X)

AGENDA REQUEST - Item #11

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *April 5, 2013*

Requestor: *Mary McCormack*

Action requested:

Appointment of at-large applicants to the Fairbank Community Center Task Force

Financial impact expected: *None*

Background information: *See attached applications – appointments are to 5/31/13 just to put them in synch with most other annual appointments. Will re-appoint them if necessary for extended terms*

Recommendations/Suggested Motion/Vote:

Vote to appoint at-large members to the Fairbank Community Center Task Force for terms to expire May 31, 2013.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *April 9, 2013*

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

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

Fairbank Community Center Study Task Force

Town of Sudbury

Voted to establish November 7, 2012 by the Sudbury Board of Selectmen
Amended March 12th, 2013

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

Board of Selectmen Amendment: Board of Selectmen amends and extends the mission of the Task Force to include bringing forth the proposal for a master plan at Town Meeting in May 2013. The Mission of the task force will continue as research committee for programs and use groups and dissemination of information on behalf of user groups. The task force will also be charged with the task of private fund raising to support the funding for a master plan and a portion of the construction costs.

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

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

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

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

1. What future space needs might the Recreation and Council on Aging programs and offices need in the future, and how could those needs be accommodated vis-à-vis the current building footprint? What additions to the building might be required and if so, what are options for those additions? What major sections might need to be changed or redeveloped? How would all these potential building changes be related to the proposed roof replacement? Can a reasonable total square footage number be preliminarily generated for cost estimation purposes?

2. What kind of community center facility have other towns constructed? What is the square footage? Do they include an indoor pool (natatorium)? How much did those facilities cost? How were they financed? How long did the project take from initial design to opening?

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

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

Compliance with State and Local Laws:

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

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

AGENDA REQUEST- Item #19 20

BOARD OF SELECTMEN

Requestor's Section:

Date of request: 4/3/13

Requestor: Facilities Director

Action requested (Who, what, when, where and why): See vote.

Financial impact expected: Electrical credits to Town and Schools

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

Pursuant to the Town's application to NSTAR for interconnection of electrical facilities to enable net metering, "Exhibit H – Agreement Between the Company and the Company's Retail Customer" has been approved by Town Counsel for signing.

Recommendations/Suggested Motion/Vote:

Vote to approve the execution of an agreement by the Town Manager between NSTAR and the Town of Sudbury which allows interconnection of electrical facilities to enable net metering; and to authorize the Town Manager to execute any additional documents which may be required related thereto.

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

James Kelly, Facilities Director

Selectmen's Office Section:

Date of Selectmen's Meeting: 4/9/13

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

Town Counsel approval needed?

Yes ()

No ()

AGENDA REQUEST - Item # ~~20~~ 21

BOARD OF SELECTMEN

Requestor's Section:

Date of request: February 20, 2013

Requestor: Maryanne Bilodeau, Assistant Town Manager/HR Director

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

Vote to approve the execution by the Town Manager of an "Intermunicipal Agreement" between the City of Marlborough, MA and the Town of Sudbury, MA for shared veterans' services as set forth in attached agreement and authorizing the creating of a Veteran's District with the personnel required subject to State and Marlborough City Council approval."

Financial impact expected: Savings of approximately \$21,000 by providing this service through the Intermunicipal Agreement as opposed to hiring a Fulltime Veterans' Agent.

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

Recommendations/Suggested Motion/Vote:

"Pursuant to the provisions provided in M.G.L. c.40, s.4A, and such other laws required to approve the execution by the Town Manager of an "Intermunicipal Agreement" between the City of Marlborough, MA and the Town of Sudbury, MA for shared veterans services as set forth in said agreement and authorizing the creating of a veteran's district with the personnel required subject to State and Marlborough City Council approval."

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

Assistant Town Manager/HR Director, Maryanne Bilodeau

Selectmen's Office Section:

Date of Selectmen's Meeting: April 9, 2013

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

Town Counsel approval needed? Yes () done No ()

VETERANS' SERVICES INTERMUNICIPAL AGREEMENT
Between the City of Marlborough and the Town of Sudbury

Pursuant to M.G.L. c. 40, § 4A, this Intermunicipal Agreement, approved by the Marlborough City Council and the Selectmen of the Town of Sudbury (the "Parties"), establishes the "Marlborough – Sudbury Regional Veterans District" ("the District") and is hereby entered into and is effective from 1st day of March, 2013 by and between the City of Marlborough ("Marlborough") and the Town of Sudbury ("Sudbury") in accordance with the following terms:

1. Purpose And Duties: (A) This agreement contractually enables Gary Brown, the Director of Marlborough's Veterans' Services Department (the "Director") to perform the duties of such office for Sudbury. The Director will maintain separate accurate and comprehensive records of all services performed for Sudbury.
(B) Sudbury will provide for a part-time employee to serve as administrative support for the District. Said employee will be an employee of the Sudbury.
(C) The Director of Veterans Services and the Administrative Assistant will serve equally the veterans and eligible families of the City of Marlborough and Town of Sudbury without prejudice.
(D) The Director of Veterans Services will develop a schedule of available hours in each community in consultation with the Town Manager of Sudbury and the Mayor of Marlborough.
(E) The Agent/Administrative Assistant will work under the direction of the Director of Veterans Services and assist the office in carrying out relevant duties including but not limited to the coordination of benefits to eligible applicants, the completion local and state compliance reports, and other duties as needed.
2. Term: The term of this agreement shall be from March 1, 2013 until June 30, 2014. The Town of Sudbury and the City of Marlborough reserve the right to terminate this agreement at any point with at least (45) business days written notice.
3. Location and Time of Services: The Director shall perform his duties in an office to be provided by Sudbury. The Director will provide such duties during one day per week not to exceed six hours per day for the term of this agreement.
4. Salary and Benefits: The Director shall be an employee of Marlborough, and his salary and benefits will be paid by the City of Marlborough. Sudbury agrees to pay to Marlborough the amount of \$833.50 per month, by check made payable to the City of Marlborough, c/o Comptroller, 140 Main Street, Marlborough, MA 01752, for the duration of this agreement.
5. Distribution of Benefits to Veterans: It is understood and agreed that the distribution of benefits payments to Veterans in Sudbury under M.G.L. c. 115 shall be paid by the Treasurer of Sudbury.
6. Amendments: The Parties may modify this Agreement only by a writing signed by both Parties.
7. This district is subject to approval by the Massachusetts Department of Veterans Affairs.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2013.

City of Marlborough:

Town of Sudbury:

Arthur G. Vigeant, Mayor

Maureen Valente, Town Manager