

SUDBURY BOARD OF SELECTMEN
AGENDA
TUESDAY, FEBRUARY 25, 2014
7:30 PM, Lower Town Hall, 322 Concord Road

1. 7:30 Opening remarks by Vice-Chairman Chuck Woodard
 2. 7:35 Reports from Town Manager
 3. 7:40 Reports from Selectmen
 4. 7:45 Citizen's Comments on items not on the agenda
 5. 7:50 Interview candidate Jim Cummings, 145 Lincoln Road, for the Energy and Sustainability
Vote/ Committee. Following discussion, vote whether or not to approve this appointment for a term
Sign ending 5/31/16, as recommended by Bill Braun, committee chair.
 6. 8:00 Joint Meeting with Finance Committee
Discuss status of FY15 budget cycle deliberations, questions and concerns.
(*Doug Kohen, Finance Committee Chairman, and others to attend.*)
 7. 8:30 Presentation on Town Meeting Articles Tracking Database
(*Mark Thompson, Technology Administrator, to present*)
 8. 8:45 Progress Report on Means Tested Senior Exemption Program
(*David Levington, Senior Tax Advisor, and Ralph Tyler to attend*)
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Consent Calendar:

9. *Vote* Vote to approve the February 11, 2014 regular session meeting minutes.
10. *Vote/* Vote to sign the 2014 Annual Town Election warrant which must be posted and in the hands of
Sign residents no later than Monday, March 17th.
11. *Vote* Vote to approve a \$25,000 contract with Woodard & Curran for engineering services related to
compliance with the EPA Phase 2 MS4 permit and other stormwater-related tasks, as requested
by Maureen Valente, Town Manager.
12. *Vote* Vote to accept, on behalf of the Town, a gift of \$100 from the Villagers for use by the Town of
Sudbury for the purpose of the Sudbury Celebrates 375/Sudbury Day celebration, and may be
used for another similar purpose as authorized by the Board of Selectmen in the event that all
funds are not expended at the conclusion of the aforementioned celebration.
13. *Vote/* Vote to grant a 1-day Wine & Malt license to William Kneeland to accommodate a Knights of
Sign Columbus fundraiser on Saturday, March 15, 2014 from 6:00 PM to 11:00 PM at Our Lady of
Fatima Parish Hall, 160 Concord Road, subject to the use of a TIPS-trained bartender and a
receipt of a Certificate of Liability.

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.

14. **Vote** Vote to approve a Special Permit for the 9th annual Relay for Life, May 17-18, 2014, as requested by Marisa Lutz, Relay for Life Volunteer in an email dated Dec.11, 2013, subject to compliance with conditions outlined by the Peter Noyes School, the Police and Fire Departments, Building Department, Park and Recreation, and the Presbyterian Church, and subject to a receipt of a Certificate of Liability.
15. **Vote** Vote to approve a Special Permit for a Boston Brain Tumor Bike Ride, May 18, 2014, as requested by Jaimee Goodman, Event Operations Manager, National Brain Tumor Society, in a letter dated February 7, 2014, subject to compliance with conditions outlined by the Police and Fire Departments, Building Department, and Park and Recreation, subject to a receipt of a Certificate of Liability.
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Miscellaneous:

16. **Vote** Annual Town Meeting action:
a. Determine the order of articles
b. Designate articles for place on the Consent Calendar
c. Take position on any articles
17. **Vote** Discussion on a Keno license application submitted by Lavender Asian Cuisine, 519a Boston Post Road, to the State Lottery Commission, and vote either to support or object to the issuance of this license.
18. **Vote/** As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler
Sign License for CJ's Pizzeria, 29 Hudson Road, Suite 100, as requested in an application dated July 18, 2013, subject to conditions put forth by the Fire Department and Building Department.
 (Christos Vozikis, owner, will attend)

AGENDA REQUEST - Item #5

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *February 19, 2014*

Requestor: *Bill Braun, Chairman, Energy and Sustainability Committee*

Action requested: *Interview candidate Jim Cummings for possible appointment to the Energy and Sustainability Committee for a term to expire May 31, 2016.*

Financial impact expected: *None*

Background information: *See attached documentation*

Recommendations/Suggested Motion/Vote: *After discussion, vote to approve the appointment of Jim Cummings, 145 Lincoln Road, to the Energy and Sustainability Committee for a term to expire May 31, 2016, as requested in a memo dated February 19, 2014 from Bill Braun, Chairman.*

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *February 25, 2014*

Board's action taken:

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

Town Counsel approval needed?	Yes ()	No (X)
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**TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT**

BOARD OF SELECTMEN
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Energy and Sustainability Committee

Name: Jim Cummings

Address: 145 Lincoln Road

Email Address: mcbmj1@verizon.net

Home phone: 978-443-0786

Work or Cell phone: 978-460-1415

Years lived in Sudbury: 20

Brief resume of background and pertinent experience:

I have worked in the Energy Service industry for 25 years.

I have developed and managed energy related projects for cities, towns, states and the the Federal Government for 25 years.

Municipal experience (if applicable):

I served on the Sudbury Perminent Building Committee for 12 years.

Educational background:

BSME

Reason for your interest in serving:

A chance to stay sharp on current Green Trends.

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

Mostly weekends and some evenings.

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

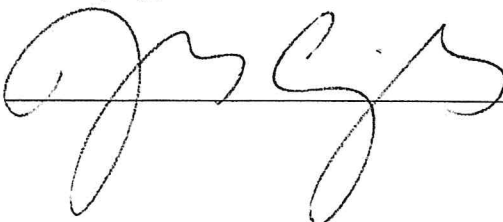
My wife (Martine Cummings) is a teacher at the Nixon school. No other business dealings.

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

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

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

Signature



Date

1-5-2014

Golden, Patricia

From: Bill Braun <b.braun@mindspring.com>
Sent: Wednesday, February 19, 2014 10:29 AM
To: Golden, Patricia; Frank, Leila
Cc: 'Jim Cummings'; Energy and Sustainability Green Ribbon Committee
Subject: Energy Committee New Member

Hi Patty & Leila,

The Energy Committee voted last night to recommend that the Selectmen appoint Jim Cummings as a member. Jim will attend the Selectmen's meeting on Feb. 25, but will have to leave by 8:30; I'm hoping you can get his appointment on early in the agenda.

Thanks,

Bill



Energy and Sustainability Committee

Sudbury, Massachusetts

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Energy and Sustainability Committee

It is the intention of the Selectmen in creating this Committee to provide a mechanism to assist the Board and Town Manager in developing programs and projects to foster energy conservation, energy efficiency, renewable energy generation and sustainability planning. This new committee will gather, study and evaluate information that will help determine various approaches for improving the energy efficiency of operating town and school buildings and vehicles, investigate alternative energy technologies and identify funding opportunities to help the Town achieve its energy and sustainability related goals.

The Energy and Sustainability Green Ribbon Committee Complete Mission Statement is available to download.

Related Departments:

Facilities Department

Contact

Email: energy@sudbury.ma.us

Members

Current Members				
Name	Position	Address	Term	End Date
William G. Braun	Chairman	148 North Rd	3	05/31/2014
Rami Alwan	Member	119 Pantry Rd	3	05/31/2016
Edward Lewis	Member	28 Revolutionary Rd	3	05/31/2014
Joseph F. Martino, Jr.	Member	109 Maynard Farm Rd	3	05/31/2015
Michael E. Melnick	Member	97 Lincoln Road	3	05/31/2013
Robert Morrison	Member	16 October Rd	3	05/31/2015
Kurt Reiss	Member	33 Briant Dr	3	05/31/2014
Mark Sevier	Member	14 Arborwood Rd	3	05/31/2015



Energy and Sustainability Green Ribbon Committee

Town of Sudbury

Voted to establish May 13, 2009 by the Sudbury Board of Selectmen

Mission Statement

It is the intention of the Selectmen in creating this Committee to provide a mechanism to assist the Board and Town Manager in developing programs and projects to foster energy conservation, energy efficiency, renewable energy generation and sustainability planning. This new committee will gather, study and evaluate information that will help determine various approaches for improving the energy efficiency of operating town and school buildings and vehicles, investigate alternative energy technologies and identify funding opportunities to help the Town achieve its energy and sustainability related goals.

Additionally, the Committee shall develop recommended approaches for influencing the town residents and businesses to maximize their environmental sustainability through educational outreach, informational programs and incentives.

Responsibilities of the Energy and Sustainability Green Ribbon Committee include those listed below as well as any other related tasks that might later be added by the Board of Selectmen.:

1. Serve as a resource to the Selectmen and Town department heads on energy related issues.
2. Begin discussions with Sudbury Public Schools and Lincoln-Sudbury Regional High School to develop ways this committee can serve as a resource to the two schools and develop strategies and proposals that emphasize coordination particularly in the area of alternative energies.
3. Study alternative energies possible by using the Town's closed landfill area. As directed by the Town Manager, conduct this work jointly with the Town of Wayland, focusing on both Towns' landfills.
4. Identify and develop grant opportunities that meet the mission of this committee and are consistent with Selectmen's goals. (NOTE: all grant applications for Town buildings, Town land or on behalf of the Town must be submitted from the office of the Town Manager).
5. Develop action steps to have Sudbury designated as a Department of Energy Resources (DOER) Green Community.
6. Facilitate Town participation in DOER programs and public utility grants and incentives.
7. Promote energy efficiency and conservation in the Sudbury residential sector.
8. Assist and work with the Town's Technology Director in developing a page on Town's web site with information on the Committee's activities and related information.
9. Assist the Town of Sudbury and its residents' participation in renewable energy and demand side management programs.

Membership Requirements and Expectations

Members of *Energy and Sustainability Green Ribbon Committee* shall be appointed by the Selectmen and have up to nine voting members. All appointments are for a three year period, with staggered terms; three ending April 30, 2010; three ending April 30, 2011 and three ending April 30, 2012.

The Committee shall elect a Chair and a Clerk from among its members. The Chair will run meetings, be the designated communications link with the Town Manager or other Town staff, and schedule committee meetings. The Clerk shall insure that full minutes and a list of members in attendance are kept of each meeting and promptly submitted to the Committee for approval, filing with the Town Clerk, and posting to the Town's website.

Minimum requirements for all applicants: Must be a registered voter of the Town of Sudbury. Preference will be given to residents having resided in the Town at least three years before appointment. Preference will be given to applicants who demonstrate a history of attendance at past Town Meetings or service on Town committees. Preference will be given to applicants who can demonstrate knowledge of energy conservation and management. Must be available and willing to attend the majority of scheduled meetings.

Staffing Assistance

The following staff of the Town of Sudbury will be available on an occasional basis as time permits and the Town Manager approves: Building Inspector. No other Town financial resources are currently available to support the work of the committee.

Compliance with State and Local Laws and Town Policies

The *Energy and Sustainability Green Ribbon Committee* 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, as well as all Town policies which affect committee membership. In particular, all appointments are subject to the following:

The Code of Conduct for Selectmen-Appointed Committee. A resident or employee who accepts appointment to a Town committee by the Board of Selectmen agrees that he/she will follow this code of conduct.

The Town's Email Communication for Committee Members Policy. Anyone appointed to serve on a Town committee by the Board of Selectmen agrees that he/she will use email communication in strict compliance with the Town of Sudbury's email policy, and further understands that any use of email communication outside of this policy can be considered grounds for removal from the Committee by the Selectmen.

Use of the Town's Web site. The Committee will keep minutes of all meetings and post them on the Town's web site. The Committee will post notice of meetings on the Town's website as well as at the Town Clerk's Office.

AGENDA REQUEST – Item #6

BOARD OF SELECTMEN

Requestor's Section

Item Name: *Joint Meeting with the Sudbury Finance Committee*

Date of request: *February 20, 2014*

Requestor: *Town Manager Valente*

Action requested (Who, what, when, where and why): *Discuss the following items:*

- Overview of the 2014 budgeting process and where it ended up.
- SPS enrollment trends and impact on current and future budgets.
- Minuteman Regional Vocational High School, the proposed change in the regional agreement, and the impact on Sudbury.
- Capital articles and the plan to use free cash for various items this year.
- Looking ahead to FY16 given pending contract negotiations.
- OPEB

Financial impact expected:

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

Material will be ready on Monday, February 24 and emailed at that time.

Recommendations/Suggested Motion/Vote:

None suggested

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

Selectmen's Office Section

Date of Selectmen's Meeting: Feb. 25, 2014

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)
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AGENDA REQUEST – Item #7

BOARD OF SELECTMEN

Requestor's Section

Item Name: *Question of hearing report from Town Manager Valente and Technology Director Mark Thompson on Article Tracking program for Town website*

Date of request: *February 20, 2014*

Requestor: *Town Manager Valente*

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

Hear and receive report

Financial impact expected: *N/A*

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

Recommendations/Suggested Motion/Vote:

None suggested

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

Town Manager Valente and Technology Director Mark Thompson

Selectmen's Office Section

Date of Selectmen's Meeting:

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 #8

BOARD OF SELECTMEN

Requestor's Section

Item Name: *Question of hearing report from David Levington and Ralph Tyler on Sudbury's Means Tested Senior Tax Exemption Progress Report*

Date of request: *February 20, 2014*

Requestor: *Town Manager Valente*

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

Hear and receive Progress Report

Financial impact expected: *NA*

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

See attached Report

Recommendations/Suggested Motion/Vote:

To accept the report as submitted and to thank Mr. Levington and Mr. Tyler for their efforts

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

Mr. David Levington and Mr. Ralph Tyler

Selectmen's Office Section

Date of Selectmen's Meeting: *Feb. 25, 2014*

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

Town Counsel approval needed?

Yes (X)

No ()

February 12, 2014

To: Maureen Valente, Town Manager

From: David L. Levington
Ralph S. Tyler

Cc: Board of Selectmen
Board of Assessors
Council on Aging
Finance Committee
Representative Thomas Conroy

SUDBURY'S MEANS TESTED SENIOR TAX EXEMPTION

PROGRESS REPORT

FEBRUARY 2014

Sudbury's new Senior Tax Exemption program was approved by the town and by the Commonwealth based on certain assurances put forth by the proponents. Now that it has been enacted and put into place, we can see how the actual results of the pilot program compare to the projections.

Background

Property taxes as a burden to Senior Citizens

In the United States, where education is funded primarily through local property taxes, senior citizens often feel they are unfairly burdened. Having paid high taxes for years as their children were educated, they feel they have "done their part" and are ready for some relief.

Many states agree with this, and provide relief in a variety of ways, but the Massachusetts Constitution makes schooling a responsibility of the cities and towns, and this has made it impossible to offer seniors a lower tax rate. There is also a point of view that seniors shouldn't get a lower rate, as all children are

educated by all taxpayers. Taxes (in general) are progressive, so everyone should pay in according to his/her means, not according to age.

Massachusetts' "Circuit-Breaker"

In 1999, the Commonwealth addressed this issue by adopting a new procedure (Chapter 62, section 6k) known as the Circuit-Breaker. It doesn't change tax rates, but provides a cash credit to any taxpayer who is 65 or older and meets certain tests of means (income, house value). The credit would be the amount necessary to reduce the property tax burden to 10% of income, but with a maximum credit (currently about \$1,000).

The Circuit-Breaker has been very successful, and currently it is helping about 85,000 Massachusetts seniors; however in some towns it still leaves folks with a significant burden.

Sudbury (and other affluent suburbs) still had a problem

The limit makes the Circuit-Breaker only partially successful in Sudbury, where the average property tax burden is \$11,544 (18.03 x \$640,277). A senior with income of \$60,000 and a tax bill of \$8,000, for example, would still pay over 10% of income after receiving the \$1,000 credit. This is the 'problem' Sudbury has been trying to address.

The Current Program

The current program aims to reduce the tax burden of the targeted seniors to 10% of income, after they have qualified for the Circuit-Breaker credit.

Article 2, "A means tested Senior Exemption"

This program is the last of a series going back almost ten years in Sudbury, attempting to address this 'problem'. A variety of ideas were proposed, but none became law. Most were turned down by Sudbury Town Meeting, and one was approved by Town Meeting but rejected by the General Court. This program is adapted from one introduced in Hamilton Massachusetts, and it addressed two major weaknesses of the previous proposals, namely unknown costs, and unknown number of recipients. Sudbury Town Meeting has an understandable

reticence to approve plans when it isn't completely clear how much the plan will cost, and exactly who will benefit.

1. Fixed Costs

The plan proposes to raise each taxpayer's property taxes by an amount not to exceed 1% (no more than ½% in the first year). This was shown by example to be modest; for instance a \$6,000 tax bill became no more than \$6,030 in the first year and \$6,060 in ensuing years.

In order to guarantee this limit, the proposal includes a mechanism to prorate the benefits, if they would otherwise exceed the ½% or 1%.

2. Targeted Recipients

Data was presented from the US Census and the Massachusetts Department of Revenue showing both the size of the Senior Population (there were 1243 families in Sudbury in which one or more members collected Social Security), and the number experiencing very high property tax burdens (about 200 filing for the Circuit-Breaker, and about 100 who meet the financial requirements to defer their property taxes). This was important. It made it clear to voters that the plan was not to raise taxes on young voters to help all seniors; rather it raises taxes on almost everyone to help 200-300 overburdened seniors.

Town Approval

Once they understood that they were helping a limited number of seniors, and that their costs were fixed and affordable, the voters in Sudbury voted to approve the program. The Town Meeting vote was almost unanimous, and later, after the legislature approved and Governor signed it, the voters at the polls approved the program by a wide margin.

The Burden Shift

The plan put forward is a "Burden Shift"; i.e., all taxpayers accept a small increased burden, to relieve a small number of taxpayers of a major burden. A major advantage of this approach is that it avoids having the program compete with other town priorities, such as school expenses. The burden shift occurs outside of the budget process; it takes place during the process by which Selectmen determine property tax rates of the various classes of property.

The application process

Seniors fill out a form so the Assessors can determine eligibility. Requirements include:

Age 65 or older

Ten consecutive years in Sudbury

Home value no higher than town average plus 10%

Income under the Circuit-Breaker limits, (\$77,000 married, \$51,000 single), and

Property taxes after receiving the Circuit-Breaker credit still exceeds 10% of income.

The form also included questions to assure the applicant did not have undeclared assets which would put him/her outside the group the program was intended to address.

“Seamless Implementation”

The proponents cheerfully and optimistically described a trouble-free implementation process, although that was far from guaranteed. The program is unlike any other existing in the Commonwealth, and it promised a challenging task for the town staff responsible for putting it in place.

Good things happened while the bill was being considered in Boston. The Committee on Revenue recommended certain changes which the Town rejected, and as a result our Representative, Thomas Conroy, asked that all the town “factions” get together and agree on a final version.

That took place. Town administrators and the proponents met extensively, moderated by local leaders, and developed, reviewed and modified the set of procedures needed to make the process work. Mr. Conroy took the revisions to the Committee on Revenue, and had the bill amended. The bill that the Governor signed was one which all parties had approved.

First Year Results

PARTICIPATION

This year about 240 Sudbury seniors qualified for the Circuit-Breaker, but despite wide publicity only 124 applied for this new program.

It is likely that participation will increase in the second and third year. Eligibility is similar to the “Circuit Breaker”, where participation has increased steadily over the years as more seniors become aware of the opportunity.

COSTS

The act limited the “burden shift” to 0.5% of the residential levy for the first year, and to 1.0% thereafter. The actual cost (rate shift) for the first year was 0.4%.

This totaled \$289,200, and is the amount added to the residential tax rate. This resulted in a rate of \$18.03, and would have been about \$17.96 without the shift. The added property tax for the average homeowner worked out to be about \$45 (on an assessed value of \$632,187). Higher or lower valued homes paid more or less proportionately. It seems likely that with increased participation the target of 1% in years two and three will be about right.

RECIPIENTS

.Although the applications are confidential, the Assessors have been able to provide valuable information about the recipients as a group.

TAX REDUCTION

The 118 seniors received property tax reductions ranging from under \$1,000 to over \$5,000; **the median reduction was about \$2,500.**

Assessed property taxes were reduced:

\$1,000 or less	24
\$1,001 to \$2,000	23
\$2,001 to \$3,000	26
\$3,001 to \$4,000	28
\$4,001 to \$5,000	9
\$5,000 to \$6,100	8

ELIGIBILITY

An analysis of the applications showed that those who received the benefits were clearly part of the target audience. They not only qualified for the Circuit-Breaker, but were on the high end in age and years in Sudbury, and on the low end in income and home value.

Age: The median age was 80+ years.

The range was from 66 to 95, as follows:

Age 65-69	11
Age 70-74	27
Age 74-79	20
Age 80 or over	60

RESIDENCE: The median years lived in Sudbury was 30+ years!

10-20 years	28
20-30 years	18
More than 30 years	72

Income: The median qualifying income was \$37,200.

Incomes under \$25,000	21
Incomes \$25,000-29,999	17
Incomes \$30,000-39,999	24
Incomes \$40,000-49,999	25
Incomes \$50,000-59,999	10
Incomes \$60,000 or over	21

HOME VALUES: The median assessed value was \$417,300.

Assessed value under \$400,000	50
Assessed value \$401,000-500,000	43
Assessed value \$501,000-600,000	17
Assessed value \$600,000-685,100	8

The experience of a senior with \$40,000 income was something like this:

Property tax at normal rates: $\$18.03 \times \$417,300 =$	\$7,524
Circuit-Breaker credit	1,000
Tax reduction from this program	2,500
Property tax paid after credit and tax reduction	\$4,000

Seamless implementation

To their great credit, the professional staffs in the Assessing and Finance Departments made the optimistic promises of the proponents come true.

From applications through rate-setting, this new program was introduced and administered smoothly and in a trouble-free manner. The law included a provision enabling the town to delay implementation if there was a problem establishing a tax-rate, but this did not occur.

Looking to the Future

This is a progress report, presented so that all those interested in this new program can keep up with its implementation, its problems, and its successes. We will continue to study the results of this first year, both to keep the town aware, and to find ways to make the second and third years more successful.

AGENDA REQUEST - Item #9

BOARD OF SELECTMEN

Requestor's Section

Date of request: *February 7, 2014*

Requestor: *Patty Golden*

Action requested: *Vote to approve the February 11 regular session meeting minutes.*

Financial impact expected: *None*

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

Recommendations/Suggested Motion/Vote:
Vote to approve the Feb 11th regular session meeting minutes.

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

Selectmen's Office Section

Date of Selectmen's Meeting: *February 11, 2014*

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)**

IN BOARD OF SUDBURY SELECTMEN
TUESDAY, FEBRUARY 11, 2014

Present: Chairman John C. Drobinski (arrived at 8:50 p.m.), Vice-Chairman Charles C. Woodard, Selectman Robert C. Haarde, Selectman Leonard A. Simon and Town Manager Maureen G. Valente

Absent: Selectman Lawrence W. O'Brien

The statutory requirements as to notice having been complied with, the meeting was convened at 7:33 p.m. in the Lower Town Hall, 322 Concord Road.

Opening Remarks

At 7:33 p.m., Vice-Chairman Woodard opened the meeting. He announced Chairman Drobinski would arrive late and the Public hearing regarding the Police Station would be delayed until he arrives. Vice-Chairman Woodard also announced the Conservation Commission will continue its Stormwater Management Permit Public Hearing regarding the Police Station on February 13, 2014 at 3:15 p.m. at the Department of Public Works (DPW) Building. He also announced that he and Selectman O'Brien will conduct Board Office Hours on February 13, 2014 at 10:00 a.m. at the Senior Center. Vice-Chairman Woodard reminded residents to complete and return their Town Census forms and to license their dogs prior to March 31, 2014.

Reports from the Town Manager

Town Manager Valente stated she attended several recent Finance Committee hearings. She presented the Town budget and an overview of capital articles submitted for Town Meeting to the Committee. She stated Lincoln-Sudbury Regional High School (L-SRHS) presented its budget to the Committee last night. Ms. Valente also attended a Capital Improvement Advisory Committee (CIAC) Meeting on January 29, 2014, when the Committee voted projects it would support for FY15. She also attended a Strategic Financial Committee Meeting.

Town Manager Valente noted a Site Plan is available to be signed and endorsed for agenda item #10 tonight. She also stated a note to the Town of Natick has been prepared for the Board's signature to express Sudbury's sympathy regarding the recent tragic loss of a Natick DPW worker.

Reports from the Board of Selectmen

Selectman Simon stated he also attended a few of the Finance Committee hearings where the Police Station and the ESCO projects were presented and the L-SRHS budget. He encouraged residents to attend the Finance Committee Meeting on February 13, 2014 if they are interested in hearing the Committee's deliberations.

Vice-Chairman Woodard also attended two Finance Committee Hearings and the CIAC meeting. He also has chaired the Strategic Financial Planning Capital Funding Committee, and he will present revisions to its recommendations later tonight.

Citizen's Comments

At 7:40 p.m., Vice-Chairman Woodard recognized Sudbury citizen Rick Johnson, 38 Bent Road.

Mr. Johnson referenced the Russo-Barr Roof report which stated the Nixon School Roof was in good condition. However, he noted the Statement of Interest presented for agenda item 5 tonight states the roof is in poor condition and at the end of its life. Mr. Johnson asked if a warranty is in effect for the current roof and what the actual current condition is of the roof.

Vice-Chairman Woodard suggested Mr. Johnson poses these questions again when agenda item #5 is discussed.

Massachusetts School Building Authority – Sudbury Public Schools Statement of Intent – Nixon Elementary School Roof Replacement and Repair

Present: Combined Facilities Director Jim Kelly

At 8:12 p.m. Vice-Chairman Woodard welcomed Combined Facilities Director Jim Kelly to the Meeting. The Board was previously in receipt of copies of a Statement of Interest FY14 (For FY15 Budget) prepared by Mr. Kelly for the recommended roof replacement and repairs for the Nixon Elementary School.

Mr. Kelly summarized the Sudbury Public School's request to be invited by the Massachusetts School Building Authority (MSBA) to participate in its assistance program for repairs needed for the Nixon School. He described the scope of work proposed, including replacing windows from the 1960s and a roof section and caulking dating back to 1991. Mr. Kelly believes it is beneficial to pursue this grant money. Mr. Kelly stated the MSBA assisted with repairs last year to the 1990 wing of the School. He noted the MSBA program is a lengthy and competitive process, and the Town should know in either March or June whether it has been invited to participate. Mr. Kelly stated construction would be proposed for the summer of 2015, and the project cost is estimated at approximately \$600,000. He believes it is in the Town's best interests to preserve its buildings. Mr. Kelly stated the Board is being asked tonight to vote to support a letter being sent to the MSBA by the Sudbury Public School Superintendent.

In response to a question from Vice-Chairman Woodard, Mr. Kelly stated there is a 25-year warranty on the current relevant roof, but he has been unable to contact the original supplier. He stated if contact were possible, there would likely only be very limited reimbursement for only failed materials (shingles). Mr. Kelly stated he believes pursuing the MSBA funding program now for work to be done in 2015 is wise.

Selectman Simon asked how much of the project cost will be the Town's responsibility. Mr. Kelly stated the Town received 36% of project costs in reimbursements from MSBA last year.

Vice-Chairman Woodard stated the decision to do this project is not being made now, and this request is only to begin the process of pursuing funding assistance.

Selectman Simon asked if there are other funding sources known for the project. Mr. Kelly stated there are none at this time. Selectman Simon also asked if there are any negative reasons why the SOI should not be pursued. Mr. Kelly stated there are no known reasons to not pursue this opportunity, noting it does not commit the Town to anything at this time. Selectman Simon stated he supports pursuing the MSBA program, since there appears to be no down-side to doing so.

Selectman Haarde asked if the project could be spread over two years, asking for the work on the windows this year, and the roof replacement possibly next year. Mr. Kelly stated he believes there is a benefit to submitting the projects together.

Sudbury resident Rick Johnson, 38 Bent Road, stated the Russo Barr roof report stated the roof was in good condition and it recommended replacement in 2017, but now it is in poor condition. Mr. Johnson believes the Town does not do a good job maintaining its roofs and assets, and waits until full replacements are needed and then expects the taxpayers to fund large projects. He stated there is a warranty in effect until 2016, and he believes the warranty should be forced to cover the needed work.

Mr. Kelly stated by pursuing the MSBA program, the Town is not doing what Mr. Johnson suggests, by waiting until the roof fails completely before doing anything. He stated inspections are being conducted on building roofs, and the deterioration warning signs are being identified. Mr. Kelly believes the Town is taking all the proper preventative measures to stay ahead of more costly problems. He believes that if the deterioration signs are ignored and not brought to the public's attention then he and the Town are failing at their jobs.

Vice-Chairman Woodard asked what the Town might get if the manufacturer honored its warranty. Mr. Kelly stated, perhaps a prorated reimbursement for shingle replacement.

Mr. Johnson believes the Town should go back to the manufacturer and make them honor the warranty before asking taxpayers for more money. He reiterated the Town needs to do a better job of overseeing the maintenance of its assets.

Permanent Building Committee member Mike Melnick stated it is likely only 1/25 of the cost at the time the failed material (shingle) was originally purchased would be honored by the warranty. Mr. Melnick stated it is possible the cracks now observed on the relevant roof may not have been present when the Russo-Barr report was commissioned. He also stated the MSBA will perform its own independent inspection and will only grant funding if it believes the project is warranted.

It was on motion unanimously

VOTED: To authorize the Superintendent of the Sudbury Public Schools to submit to the Massachusetts School Building Authority the Statement of Interest, dated February 5, 2014, for the General John Nixon Elementary School, located at 472 Concord Road, Sudbury, MA, which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future; the SOI priority 5 was selected which is the replacement, renovation or modernization of school facility systems, such as roofs, windows, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility; specifically the SOI is requesting roof, window and door replacements and building envelope caulking for the General John Nixon Elementary School; and hereby further specifically acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Sudbury Public School District to filing an application for funding with the Massachusetts School Building Authority.

It was also on motion unanimously

VOTED: To authorize the Chairman to execute any certifications related thereto.

Public Hearing: Construct Police Headquarters – 77 Hudson Road - Site Plan Application

Present: Permanent Building Committee Co-Chair Mike Melnick and member Bill Braun, Combined Facilities Director Jim Kelly, Police Chief Scott Nix, and Architect Greg Carell

At 9:33 p.m., Chairman Drobinski opened the Public Hearing regarding the application of the Town of Sudbury, applicant and owner, for Site Plan approval to construct an approximately 14,500 square-foot building and associated improvements for a new Police Headquarters on an approximately 13.5 acre parcel of land located at 77 Hudson Road, zoned A-Residential and within the Town Center Historic District and Water Resource Protection District Zone III, Town Assessor's Map G08-0008, which was continued from January 28, 2014. The Board was previously in receipt of copies of a draft "Site Plan Decision Sudbury

Board of Selectmen Sudbury Police Headquarters 77 Hudson Road,” dated February 11, 2014, a list of materials received to the file as of January 24, 2014 and a memorandum from Project Manager William Murray dated February 4, 2014. In addition, copies of a revised draft “Site Plan Decision Sudbury Board of Selectmen Sudbury Police Headquarters 77 Hudson Road,” dated February 11, 2014, were distributed tonight. Town Manager Valente read aloud the materials received to the file to date.

Permanent Building Committee Co-Chair Mike Melnick stated a meeting was held with the Sudbury Historic Districts Commission regarding the building façade and windows. Mr. Melnick also noted there is a Stormwater Management Permit Public Hearing with the Conservation Commission on February 13, 2014. He stated the draft Decision has been reviewed, and he asked earlier today if it includes the right to build accessory structures on the site. Mr. Melnick stated he was informed it includes this option.

Police Chief Nix provided feedback to Selectman Haarde regarding a previous question related to security and the exterior façade.

Selectman Simon asked if a cost estimate for the maintenance which would be required for a cement-board type façade versus a brick façade has been completed.

Architect Greg Carell stated it is recommended that the cement-board products are painted every 15 years for aesthetic purposes, but it is not needed to prevent rot, since this type of material does not rot.

Mr. Melnick stated the difference between the two façade materials is approximately \$200,000 which could cover several paintings. Police Chief Nix stated the final decision will be made to find the proper balance of minimizing future maintenance needs with minimizing costs.

It was on motion unanimously

VOTED: To approve the revised Site Plan Decision Sudbury Board of Selectmen Sudbury Police Headquarters 77 Hudson Road dated February 11, 2014, as reviewed tonight.

Energy and Sustainability Committee – Discussion of Town Meeting Articles and a Stabilization Fund
Present: Combined Facilities Director Jim Kelly, Energy and Sustainability Committee Chair Bill Braun and member Ed Lewis and Owner’s (Sudbury’s) Agent Steven Weisman, Peregrine Energy Group, Inc.

At 8:50 p.m., Chairman Drobinski arrived and he opened a discussion regarding Town Meeting articles submitted by the Energy and Sustainability Committee. The Board was previously in receipt of copies of the slides from tonight’s PowerPoint presentation regarding a “Proposed Energy Services Agreement,” and copies of a revised set of slides were distributed tonight.

Energy and Sustainability Committee Chair Bill Braun stated a related article to this year’s ESCO project was submitted at last year’s Town Meeting. Mr. Braun stated the project has been developed over a few years, and information was compiled from the Investment Grade Audit. He explained the State allows for municipalities to bundle projects that are energy-related so the savings earned can be used to help pay for the services. With the use of grant funds, Mr. Braun stated the Committee hired Peregrine Energy Group, Inc. as the Owner’s (Sudbury’s) Agent, and he introduced Steve Weisman.

Mr. Weisman described the ESCO project with the use of a PowerPoint presentation, noting Peregrine has a track record of working with towns engaged in performance contracts. He described the proposed project estimated at \$1,120,551, subject to final sub-contractor bidding. Mr. Weisman said the project is required by State law to be self-funding over the financing term and annual energy savings from efficiency upgrades pay

for project costs. In addition, savings must be guaranteed by the contractor. He emphasized there would be no tax rate increase necessary for this project.

Mr. Weisman stated performance contracting is used to complete many projects quickly, avoiding multi-year capital budget requests and approvals, the Capital Improvement and Planning budgets can be streamlined, tax increases can be avoided, resources can be secured to take on multiple improvements at the same time, and towns can obtain performance protection for new equipment and for promised savings. He reviewed the infrastructure and efficiency upgrades for School Department improvements, including integrated and new energy management systems for the Haynes, Loring, Nixon and Noyes Schools, direct digitally controlled unit ventilators for Nixon, lighting system upgrades for Curtis, Haynes, Loring and Nixon, adding demand control ventilation for Curtis and Haynes, infiltration reductions for Haynes, and installing energy efficient transformers at Curtis and Loring. Mr. Weisman also reviewed the infrastructure and efficiency upgrades for Town assets, including lighting system upgrades at the DPW, Fairbank, Fire Department Headquarters, Flynn and Library, variable frequency drives at the Library, pipe insulation and infiltration reductions at the Fire Department Headquarters and the North and South Stations and automated temperature controllers at DPW.

Mr. Weisman presented the project financials regarding costs and savings from utility rebates and the anticipated annual escalating savings of approximately \$82,371. In response to a question from Selectman Simon, it was noted most of the savings would be reaped by the Schools. Mr. Braun noted the Fairbank and Town Hall buildings were not included for Town upgrades, since other projects are pending for these buildings. Mr. Weisman also mentioned some additional infrastructure needs which did not fit the 15-year self-financed package. Vice-Chairman Woodard noted some projects would need more than 15 years to reap enough of a payback from the systems/upgrades.

Mr. Weisman stated the project would be executed by Ameresco, Inc., which was selected through a Request for Quotations process in 2011, and the Town contracted with the company in 2012 for an Investment Grade Audit to identify needs and opportunities. The project proposal has been critiqued and refined by the Energy Committee, and Peregrine Energy Group, Inc. was hired in 2013 as the Owner's Agent for the Town. Ameresco will be responsible for design, construction and performance, and will be supervised by a Town-led Project Management Team. Mr. Weisman emphasized the performance protections for the Town, which are part of the Agreements. He also reviewed the proposed project cash flows. In response to a question from Vice-Chairman Woodard, Mr. Weisman provided an example of how lighting would be analyzed and reimbursed with credits. He stated heating examples are more complicated due to weather-related variances from year-to-year.

Vice-Chairman Woodard asked who calculates the proposed savings. Mr. Weisman stated this would be done by Ameresco, which submits its information to the Town, the State and the Owner's Agent.

Sudbury resident Tammie Dufault, 84 Silver Hill Road, referred to Mr. Weisman's "Pay for Financing from Utility Budget" slide. Ms. Dufault asked if it is possible for the Town to achieve the same project results using its own savings to complete the projects. She questions whether it would be better to invest an estimated \$400,000 in today's dollars to reap considerable savings over the next 15 years.

Mr. Braun acknowledged there are several options for achieving the same results. However, he believes the projects would be completed in a more piece-meal fashion if done by the Town with its own energy savings, and there would not be the built in guarantees being offered by Ameresco. The Committee believes the proposal is the best way for the Town to get several projects done at once without raising the tax levy.

Vice-Chairman Woodard stated Ms. Dufault's suggestion focuses on a financial budget savings perspective in the short-term, and the Committee's suggestion focuses on savings from a long-term usage perspective. He also stated the Committee's proposal does not increase the tax levy.

In response to a comment from the Board, Mr. Weisman stated it is possible to feel comfortable about the usage parameters set today and the guarantees established for the next 15 years if usage is similar in the future to current trends. He stated savings would be reaped as long as the systems are operated in a similar fashion with the new equipment.

Selectman Simon stated that, although it is possible for the Town to do this on its own, it might cost more without the guarantees being offered. He likes that the proposal functions similarly to a preventative capital maintenance program with aspects of an insurance policy to it.

Mr. Weisman shared information from a chart entitled, "Effects of Energy Price Change." Mr. Braun stated he believes the project provides a low-risk way of getting projects completed.

Sudbury resident Pat Brown, 34 Whispering Pine Road, stated the system upgrades will still require maintenance, and she asked if this would be covered in the capital plan and budget.

Chairman Drobinski and Vice-Chairman Woodard thanked the Committee for its work to bring this project forward, and at 9:33 p.m., the discussion was concluded.

At 9:59 p.m., the discussion resumed. Mr. Braun explained the rationale for recommending a special Stabilization Fund be established to capture savings to be used for future energy-related projects.

Combined Facilities Director Jim Kelly stated the Committee would like to take advantage of the savings being earned from the solar-array installation.

Vice-Chairman Woodard stated he is open to the idea of a Fund which could capture the measured savings for the benefit of the taxpayers. Chairman Drobinski concurred, stating the Fund could provide citizens with transparency regarding how the savings grow.

Town Manager Valente stated there would be a bit of a learning curve to determine the best way to true-up savings which could have a multi-year aspect to them.

Selectman Haarde stated the Fund sounds good, but he asked where the money would come from and how much it would be. Mr. Kelly stated there should be savings this year from the solar array installation performance.

In response to a question from Selectman Simon, Town Manager Valente stated a vote would be required at a Town Meeting every time money was proposed to be put in or taken out of the Fund.

Selectman Simon noted article T37 has been submitted as a placeholder for this recommendation.

Minutes

In response to a previous question from Vice-Chairman Woodard, Town Manager Valente suggested that, in the future, Board members should provide Patty Golden with any requests for the Word version of minutes if Board members want to suggest extensive edits.

It was on motion unanimously

VOTED: To approve the regular session meeting minutes of January 28, 2014.

Zoning Board of Appeals - Resignation

It was on motion unanimously

VOTED: To accept the resignation of Elizabeth Quirk, 20 Scotts Wood Drive, from the Zoning Board of Appeals, effective immediately, as noted in a letter dated January 27, 2014, and to send a letter of thanks for her service to the Town.

Macot Realty Trust/Methods Machines Site Plan Endorsement

It was on motion unanimously

VOTED: To set the performance bond at \$19,154.00 for completion of conditions related to the Macot Realty Trust/Methods Machines Site Plan approval of the Board of Selectmen dated February 12, 2013; and to accept the performance bond in said amount; and to endorse the final site plans for Methods Machines at 65 and 71 Union Avenue, as recommended by the Director of Planning and Community Development.

Board of Selectmen/Town Manager 2013 Annual Report

The Board was previously in receipt of a draft copy of the Board of Selectmen and Town Manager Joint 2013 Annual Town Report for review.

Selectman Simon stated the Report reflects many significant accomplishments from 2013, of which the Town can be proud. He thanked the current and former Board members and Town staff who have worked diligently to attain these achievements.

Vice-Chairman Woodard stated he thought the report was excellent.

Town Manager Valente stated Selectman O'Brien provided one revision to her and stated he supported the Report.

It was on motion unanimously

VOTED: To approve the Board of Selectmen/Town Manager Joint 2013 Annual Report.

Annual Town Election – Submission of Ballot Question

At 9:42 p.m., Chairman Drobinski opened the discussion regarding placing a ballot question on the Annual 2014 Town Election on March 31, 2014. The Board was previously in receipt of a draft Ballot Question for the Annual 2014 Town Election on March 31, 2014, and accompanying memorandum from Town Manager Valente dated February 7, 2014.

Police Chief Nix would prefer the question be posed to the voters in March, since many public discussions have recently been held regarding the project.

In response to a question from Selectman Haarde, Vice-Chairman Woodard stated it is possible a Special June Election would need to be called for several capital exclusions proposed for the 2014 Town Meeting. Selectman Simon stated it might be easier for voters to put this question on the March election. Chairman Drobinski stated it makes sense to put this debt exclusion on the ballot in March and to handle the capital exclusions in June.

It was on motion unanimously

VOTED: To approve the placement of the following Ballot Question on the Warrant for the Annual Town Election of March 31, 2014: "Shall the Town of Sudbury be allowed to exempt from the provisions of proposition two and one-half, so called, the amounts required to pay for the bonds issued in order to construct a new Police Department Headquarters and appurtenant structures on Town-owned land adjacent to the existing Fire headquarters, for site development, purchasing additional equipment, technology, furniture, landscaping, and all expenses connected therewith, including professional, engineering, and architectural services and preparation of plans, specifications and bidding documents, supervision of work, relocation, and borrowing costs and expenses?"

Annual Town Meeting Actions

The Board was previously in receipt of copies of a draft list and articles submitted for the 2104 Annual Town Meeting Warrant, and an accompanying memorandum from Patty Golden dated February 7, 2014.

Town Manager Valente stated these were the articles received by the January 31, 2014 deadline for the Warrant. She noted Town Counsel will need to conduct a legal review of all the articles. Town Manager Valente stated the Board is being asked for a pro-forma vote tonight to accept the articles submitted. She also stated the Board is required to refer any zoning-related articles to the Planning Board. Ms. Valente reviewed the upcoming timeline for the articles referenced in Ms. Golden's memorandum. She asked the Board to inform Ms. Golden if there are articles for which they would like to be assigned as speaker.

Selectman Haarde asked if Article T33 is requesting to replace the roof for the Fairbank Building.

Combined Facilities Director Jim Kelly stated similar article language to last year's was submitted. Mr. Kelly stated the intent is to have an article which is open to several options, including repairs. He stated much more will be known before Town Meeting.

Selectman Haarde stated money was approved last year for repairs, and he asked if that money has been spent. Mr. Kelly stated it has not all been spent. He also stated more information will be known following a meeting on February 13, 2014 with the designer.

Selectman Haarde asked when the public would know what options are being recommended and how much they will cost. Mr. Kelly anticipates this information to be known a month from now.

Selectman Haarde stated the Town has up to \$50,000 from last year to fix repairs. He believes this should be done on an ongoing basis as leaks become known because they just get more costly if ignored. Selectman Haarde stated he questions the process of being asked to accept the articles without the Board having an opportunity to discuss them and ask questions.

Selectman Simon stated there will be future opportunities for the Board to discuss the articles, but tonight's vote is only to accept them as having met the criteria for submission to the Warrant.

Selectman Haarde reiterated he questioned this process last year and he still finds it problematic. He asked if the list represents all articles submitted and whether there were any not approved by Town Counsel. Town Manager Valente stated she believes all articles submitted by the deadline are on the list and were approved by Town Counsel for submission.

It was on motion unanimously

VOTED: To refer zoning-related Articles #T22, #T23 #T24, and T51 as noted on the listing below, to the Planning Board for Public Hearings.

It was also on motion unanimously

VOTED: To accept the articles submitted by January 31, 2014 for the Annual 2014 Town Meeting Warrant, received as of January 31, 2014, as noted on the listing below:

- #T01 - Hear Reports
- #T02 - FY14 Budget Adjustments
- #T03 - Stabilization Fund
- #T04 - FY15 Operating Budget
- #T05 - FY15 Transfer Station Enterprise Fund Budget
- #T06 - FY15 Pool Enterprise Fund Budget
- #T07 - FY15 Recreation Field Maintenance Enterprise Fund Budget
- #T08 - Unpaid Bills
- #T09 - Chapter 90 Highway Funding
- #T10 - Removed
- #T11 - Town/School Revolving Funds
- #T12 - FY15 Capital Budget
- #T13 - Construct Police Headquarters
- #T14 - Community Preservation Fund – Town-Wide Walkways
- #T15 - Removed
- #T16 - Community Preservation Fund - Sudbury Housing Trust 10% Allocation
- #T17 - Community Preservation Fund – Historic Projects
- #T18 – Combined with T17
- #T19 - Community Preservation Fund – Bruce Freeman Rail Trail Design
- #T20 - Community Preservation Fund – Melone Property Engineering
- #T21 - Community Preservation Fund - Sudbury Housing Authority Bathroom Project
- #T22 - Amend Zoning Bylaw - Medical Marijuana Treatment Centers - **Refer to Planning Board**
- #T23 - Amend Zoning Bylaw - Accessory Structures - **Refer to Planning Board**
- #T24 – Amend Zoning Bylaw, Art. IX – sec. 4100 – Flood Plain Overlay District - **Refer to Planning Board**
- #T25 – Town of Sudbury Bylaws- Art. V.3. Regulation of Dogs
- #T26 – Purchase of Fire Department Ambulance and Fire Engine – FY15 Capital Exclusion
- #T27 – Energy Services Company Energy Improvement Program – ESCO
- #T28 – DPW Rolling Stock Replacement
- #T29 – Technology Infrastructure Improvement – Lincoln-Sudbury Regional High School
- #T30 - Israel Loring Elementary School – Purchase of New Phone System
- #T31 – School Driveways, Parking Lot and Sidewalks Improvement
- #T32 – Ephraim Curtis Middle School – Purchase of Technology Devices
- #T33 - Fairbank Community Center Roof Project
- #T34 – Nixon School – Partial Roof, Window and Door Replacements

- #T35 – Conduct Feasibility Study for Wastewater Disposal Options for Route 20 Business District
- #T36 – DPW Rolling Stock Stabilization Fund
- #T37- Energy Saving Programs Stabilization Fund
- #T38 – Police Station Debt Stabilization Fund
- #T39 - Rescind/Amend Borrowings
- #T40 – Amendments to the District Agreement of the Minuteman Regional Vocational School District
- #T41 – Chapter 110, Section, 110 of the Acts of 1993, Disabled Veteran’s Exemption Residency Requirements
- #T42 – Petition – Lafayette Drive Land
- #T43 – Petition – Sale of Land under C61A
- #T44 – Petition – Divestment of PRIT funds
- #T45 – Petition – Utilize a Portion of CPA Funds to Fund Conservation Fund
- #T46 – Petition – Amend Wetlands Administration Bylaw: Projects Funded with CPC funds
- #T47 – Petition – Amend Bylaw Art. IV Finance Committee
- #T48 - Community Preservation Fund – Amend Art. 43 of the 2006 ATM – Sudbury Housing Authority Unit Buy-Down
- #T49 - Community Preservation Fund – Reversion of Funds
- #T50 - Community Preservation Fund - General Budget and Appropriations
- #T51 - Amend Zoning Bylaw Art. IX – Section 4500 – Wastewater Facilities Bylaw – Deletion - Refer to Planning Board

Policy Statement of the Strategic Financial Planning Committee for Capital – Report

At 9:48 p.m., Chairman Drobinski opened a discussion regarding the draft Capital Funding Policy Recommendations dated February 10, 2014 of the Strategic Financial Planning Committee. The Board was previously in receipt of copies of the Strategic Financial Planning Committee’s Capital Funding Policy Recommendations dated February 10, 2014.

Vice-Chairman Woodard reviewed revisions made to the recommendations as noted in a “red-line” version of the Policy. He stated the draft was shared with the Finance Committee and he received positive feedback. Vice-Chairman Woodard asked the Board to endorse the document.

It was on motion unanimously

VOTED: To endorse the Capital Funding Policy Recommendations dated February 10, 2014 of the Strategic Financial Planning Committee as reviewed tonight.

Potential Transportation Projects – Legislative Response

The Board was previously in receipt of copies of an email from Senator Jamie Eldridge’s office dated February 4, 2014 regarding any specific local transportation projects which could benefit from State funding, a draft of House Bill No. 3860 and the Boston Region Metropolitan Planning Organization Project Funding Application Forms for the Bruce Freeman Rail Trail Phase 2D and 2E, the Route 20/Horsepond Road intersection, the Route 20/Wayside Inn Road intersection, and the Route 20/Landham Road intersection.

At 9:52 p.m., a brief discussion ensued regarding which projects should be submitted. Vice-Chairman Woodard asked if the Sherman Bridge project is eligible, and Town Manager Valente responded affirmatively.

It was on motion unanimously

VOTED: To send a response to the offices of Senator Eldridge and Senator Barrett egarding the following specific local transportation projects which could benefit from State funding: 1.) Sherman's Bridge, 2.) the purchase of the CSX right-of way, 3.) the Bruce Freeman Rail Trail Phase 2D, and 4.) the Bruce Freeman Rail Trail Phase 2E.

There being no further business, the meeting adjourned at 10:15 p.m.

Attest: _____

Maureen G. Valente
Town Manager-Clerk

AGENDA REQUEST – Item #10

BOARD OF SELECTMEN

Requestor's Section:

Date of request: February, 2014

Requestor: Patty Golden, Selectmen's office

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

CONSENT CALENDAR

Review and sign the Annual Town Election Warrant for March 31, 2014

Financial impact expected: N/A

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

The Warrant is scheduled to go to the printer on Monday, March 3 - for posting and delivery to residents no later than March 24, 2014 – one week prior to the Election.

Material will be ready on Monday, February 24 and emailed at that time.

Recommendations/Suggested Motion/Vote: Vote to sign the Annual Town Election Warrant for March 31, 2014, as requested by Town Clerk Rosemary Harvell.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: February 25, 2014

Board's action taken:

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

Town Counsel approval needed?	Yes ()	No (X)
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AGENDA REQUEST – Item #11

BOARD OF SELECTMEN

Requestor's Section

Item Name: Woodard & Curran Contract

Date of request: *February 12, 2014*

Requestor: *Maureen Valente, Town Manager*

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

Vote to approve a \$25,000 contract with Woodard & Curran) for engineering services related to compliance with the EPA Phase 2 MS4 Permit and other stormwater-related tasks.

CONSENT CALENDAR

Financial impact expected:

\$25,000 to be paid out of Engineering Dept. FY14 budget

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

Contract and Scope of Services attached

Recommendations/Suggested Motion/Vote:

Vote to approve a \$25,000 contract with Woodard & Curran) for engineering services related to compliance with the EPA Phase 2 MS4 Permit and other stormwater-related tasks, as requested by Maureen Valente, Town Manager.

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

Selectmen's Office Section

Date of Selectmen's Meeting: Feb. 25. 2014

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 received)

No ()

TO: Maureen Valente. Town Manager

FROM: Town Counsel

DATE: 2/10/14

SUBJECT: Agreement for engineering services between the Town and Woodard & Curran related to compliance with the SPA Phase 2 MS4 Permit and other stormwater-related tasks as enumerated in Attachment A to the Agreement

NAME OF CONTRACT: – Agreement for Technical Services

1. Vote of Board of Selectmen

a. Scheduled agenda 2/25/14

b. Date of vote _____

2. Recommendation of department head/agency requesting contract.

a. Name J. Kablack, Dir. of Planning & Community Development

b. Written request _____

c. Agenda request dated _____

3. Procurement process: (Check process under which this contract was procured)

a. M.G.L. c.30B X

b. M.G.L. c. 149 _____

c. M.G.L. c.30 §39M _____

d. Combination _____

e. M.G.L. c.7 §§ 44-57 _____

f. M.G.L. c.25A §11 _____

e. Exempt: _____

f. Not applicable:

Confirmation from Procurement Compliance Officer that all procurement/bidding requirements have been met. Please initial each checked box for confirmation.

4. Other conditions – please add below.

5. Town Accountant's approval that funds are available (if public construction over \$2,000)

a. Approved _____ b. Not applicable X


Paul L. Kenny, Town Counsel

Elaine Jones for Town Counsel

AGREEMENT FOR TECHNICAL SERVICES

The Town of Sudbury, acting by and through its Town Manager (the "Town") hereby agrees to pay for and Woodard & Curran, Inc. (the "Contractor") hereby agrees to provide engineering services related to compliance with the EPA Phase 2 MS4 Permit and other stormwater-related tasks as needed and as identified in their Response to Request for Qualifications to the Town dated September 9, 2013, in accordance with the following terms and conditions.

1. COST OF SERVICES (check applicable option)

_____ a) For performance of the services described in the Attachment A, the Town shall pay the fixed sum of _____. Any additional services shall be paid on a time and materials basis in accordance with the hourly rates submitted by the Contractor, subject to approval by the Town.

XX b) The Town shall pay for the services described in Appendix A on a time and materials basis, as needed and in accordance with an approved Project Order, in accordance with the rate schedule contained in the Response to Request for Qualifications dated September 9, 2013.

2. PAYMENT The Contractor shall submit invoices to the Town on a monthly basis according to the percentage of work completed, and the Town shall make payment within thirty (30) days after receipt of an invoice.
3. TIME The Contractor shall complete performance of its services hereunder on or before January 30, 2015, unless extended by the Town.
4. CONTRACTOR RESPONSIBILITIES The Contractor represents that it can and shall perform the services hereunder in a competent and professional manner, as proposed in the Proposal, and in accordance with the standards generally accepted for the performance of such services. The Contractor shall at all times be acting as an independent contractor and not as an agent for, partner or joint venturer with the Town.
5. ASSIGNMENT The rights and obligations of the Contractor hereunder may not be assigned without the written consent of the Town.
6. ENTRY ONTO PROPERTY If performance of the services described in The Proposal requires the Contractor to make entry onto land or other property,

the Town hereby grants (for property it owns) or agrees that it has obtained (for property it does not own) permission to enter such property for the purpose of performing such services. The Contractor hereby agrees that it shall conduct its activities on such property in such a manner as to minimize any damage, disruption or alteration to the site, and shall, so far as is reasonable and consistent with the nature of the activities conducted thereon, restore the site to its condition prior to entry by the Contractor.

7. PROVISION OF INFORMATION AND EXTENT OF LIABILITY The Town shall make available to the Contractor all information in its possession which relates to the subject of the services to be performed hereunder. The Town does not warrant the accuracy or completeness of such information; however, unless stated by the Town in writing, the Contractor shall be entitled to rely upon such information, subject to the following conditions. The Contractor shall be responsible for reviewing the information for any inaccuracies which are apparent upon a view of the site or discrepancies between such information and any materials, measurements, analysis or data prepared independently by the Contractor which concern the same subject matter; and the Contractor shall not be entitled to rely on information which such review shows, or reasonably should have shown, consistent with due professional diligence and generally accepted standards of performance in the Contractor's field of practice, to be incorrect. The Contractor shall not be liable to the Town in connection with errors, acts or omissions directly resulting from the Contractor's reasonable and justified reliance, in accordance with the requirements of this paragraph, on information furnished to it by the Town. All information provided to the Contractor by the Town shall remain the property of the Town.

8. HAZARDOUS WASTE OR MATERIALS If the services to be performed hereunder involve the detection, exploration or analysis of hazardous waste or materials or contamination of a site, the following provisions shall apply.
- a) Provided it acts within the scope of services set forth in the Proposal and in accordance with the other requirements hereunder, the Contractor shall not be deemed to be, nor have the responsibilities of a generator, handler, treater, storer, transporter or disposer of hazardous waste or materials;

- b) The Contractor shall comply with all federal, state and local laws and regulations relating to hazardous waste and materials, including, without limitation, the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. s.6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 – 42 U.S.C. s.9601 et seq., and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act – M.G.L. Ch. 21E;
- c) The Contractor shall not be responsible or liable for any violation by the Town of any of the such laws and regulations.

9. DISCOVERY OF TOXIC OR HAZARDOUS WASTE OR MATERIALS If, during the course of performing services hereunder, the Contractor discovers or observes at the site any previously unreported, unknown or unidentified toxic or hazardous waste or materials or substances the Contractor suspects or has reason to believe are toxic or hazardous, the Contractor shall immediately notify the Massachusetts Department of Environmental Protection and the Sudbury Board of Health.

10. UNFORSEEN OCCURRENCES If, during the performance of services hereunder, the Contractor encounters any unforeseen conditions or occurrences, including the discovery of toxic or hazardous waste or materials, which affect the Contractor's performance of services hereunder, the Contractor shall promptly notify the Town. After such notification the Town and the Contractor agree to either

- a) proceed with completion of the services, with or without an adjustment in the cost therefore; or
- b) modify the scope of services and cost therefore to reflect a reduction of or addition to such services on account of the unforeseen occurrence; or
- c) terminate this agreement, in which case the Town shall pay the Contractor for all services rendered to the Town prior to such termination.

Election of action pursuant to option a), b) or c) shall be in writing signed by both parties.

11. FORCE MAJEURE The Contractor shall not be responsible for failure to perform or for delay in performance on account of circumstances beyond its control, including strikes, riots, wars, acts of nature or acts of government preventing performance. In the event of delay in performance on account of such circumstances, the

time for performance shall be extended by a period necessary to allow completion; however, the Town may elect to terminate this agreement upon seven (7) days notice in writing if any such delay exceeds twenty-one (21) days or continuation of the delay will result in the Town being unable to meet a requirement of state or local law for action on any matter pending before it within a certain time.

12. TERMINATION

- a) If the Town fails to make payment hereunder when due or fails to comply with any of its responsibilities hereunder, the Contractor may terminate this agreement upon fourteen (14) days written notice.
- b) The Town may terminate this agreement upon seven (7) days written notice if the Contractor fails to comply with any of its responsibilities hereunder, fails to prosecute its work hereunder in a timely fashion or fails to comply with any requirement of law or regulation applicable to this agreement or the services hereunder.
- c) The Town may terminate this agreement at any time upon seven (7) days written notice. If such termination is without the fault of the Contractor, the Town shall pay the Contractor all compensation and reimbursement due to the Contractor up to the date of termination.

13. NOTICE

Notices shall be sent to the Town at:

I. William Place, DPW Director
275 Old Lancaster Road
Sudbury, MA 01776

and to the Contractor at:

David White, PE, Principal In Charge, Senior Vice President
Woodard & Curran, Inc.
40 Shattuck Road, Suite 110
Andover, MA 01810

14. OWNERSHIP OF DOCUMENTS All documents and materials of whatever kind prepared by the Contractor and delivered to the Town pursuant to this agreement shall become the property of the Town; provided, that the Contractor may use its copies of such materials for educational or promotional purposes or for required submissions to governmental bodies.
15. INDEMNIFICATION The Contractor shall indemnify and save harmless the Town and all of its officers, agents and employees against all costs, damages, suits and claims of liability of every name and nature (including reasonable attorneys' fees) arising out of the negligence of the Contractor in the performance of this Contract and shall indemnify the Town for any third-party claim arising out of injuries to the Contractor's employees or others performing services for the Contractor directly or indirectly.
16. LIMITATION OF LIABILITY The total liability in the aggregate, of the Contractor and Contractor's officers, directors, agents and employees to the Town or anyone claiming by, through or under the Town, for any and all claims whatsoever arising out of or in any way related to Contractor's services or this Contract shall NOT exceed the total amount available under the limits of the Contractor's insurance policies as set forth herein. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
17. CONTRACTOR INSURANCE The Contractor shall provide a certificate of professional liability coverage in the amount of one million dollars (\$1,000,000.00).
18. AMENDMENT OF AGREEMENT Any amendments to this agreement shall be in writing and signed by both parties.
19. APPLICABLE LAW This agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth.

TOWN OF SUDBURY:

by its Town Manager

Maureen G. Valente

DATE: _____

CONTRACTOR:

David White, Woodard & Curran, Inc.

By David A White
David White

DATE: February 4, 2014



Appendix A – Scope of Work for Stormwater Management Consulting Services

February 4, 2014

PROJECT UNDERSTANDING

Woodard & Curran is pleased to present the following proposal for stormwater management consulting services for support of the Town of Sudbury's efforts to meet requirements of the U.S. Environmental Protection Agency's (EPA's) General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer System (MS4) ("MS4 General Permit"). The Agreement for Technical Services and attached Rate Schedule shall apply to this Agreement.

This proposal was prepared based on Woodard & Curran's cursory review of the Town's Annual Reports posted on EPA's website, discussions between Town Staff and Woodard & Curran at the meeting on January 10, 2014, and our understanding of EPA Region 1 priorities shown in audits of and enforcement orders to other MS4 communities.

We understand the Town has a budget of \$50,000 available to support the services, however to best use the Town's resources and be most efficient, we propose to conduct the work in two Phases. Phase I will consist of four tasks focused on conducting a review of the Town's current compliance status, identifying additional priority actions that should be considered by the Town for implementation, and developing two plans/programs required for ongoing compliance. We also understand the Town is looking for a list of anticipated tasks and budgetary costs to address current gaps in compliance and expected requirements of the new draft MS4 General Permit. While we can provide a general list and generic opinions of cost for these activities, we believe it is prudent to identify and better define the activities and associated budgetary costs through Task 1 - MS4 Program Evaluation and Plan. Phase II will consist of addressing select priority actions identified during this project scope. Phase II will be completed under a separate agreement.

PROJECT SCOPE:

Woodard & Curran will provide engineering services as requested by the Town of Sudbury Director of Public Works. Engineering services shall include:

Task 1 – MS4 Program Evaluation and Plan

Woodard & Curran will conduct an audit of the Town's current stormwater management program to identify gaps in compliance with the 2003 MS4 General Permit, to identify priority activities to address requirements in the new draft MS4 General Permit, and prepare a roadmap to completion. We will compare the Town's program to the 2003 MS4 General Permit and to the most recent new draft MS4 General Permit. We will also utilize EPA's January 2007 MS4 Program Evaluation Guidance, with particular attention to applicable questions included in Appendix B, and insights gained from results of EPA audits and enforcement orders of other MS4 communities.

To complete the audit, we will review the Town's Notice of Intent and the Annual Reports submitted to EPA. Woodard & Curran will attend one meeting, to be coordinated by the Town, with various Town Boards and Departments. At the meeting, Woodard & Curran will interview Town staff to gather and document information relevant to the Stormwater Management Program. Woodard & Curran will prepare an agenda to be distributed prior to the meeting. To supplement information gathered at the meeting, the Town will also provide follow up written or verbal responses upon request. The Town will compile and make available all records, in paper or electronic format, documenting activities completed as part of the Stormwater Management Program.

Woodard & Curran will prepare a memorandum summarizing the evaluation of the Town's Stormwater Management Program and identify gaps in compliance with the 2003 MS4 General Permit and major efforts to meet requirements of the new draft MS4 General Permit. This memorandum will include a Plan for compliance and opinions of probable cost for future expected expenditures for the local MS4 program. Woodard & Curran



will meet with the Town to prioritize the compliance activities based on local capabilities and budgetary constraints.

Task 2 – Illicit Discharge Detection and Elimination (IDDE) Plan

Woodard & Curran, with assistance from the Town, will prepare an Illicit Discharge Detection and Elimination (IDDE) Plan that meets the requirements of the 2003 MS4 General Permit and prepares for requirements of the draft new General Permit. This plan will document activities already completed by the Town, formalize ongoing IDDE efforts in Sudbury, and lay out a timeline to complete additional activities for compliance with the 2003 General Permit and key components of the draft new General Permit. At a minimum, the plan will include the following components:

- Storm sewer system mapping & outfall inventory
- Legal authority
- Non-stormwater discharge evaluation
- Statement of IDDE program responsibilities
- Prioritization of areas for outfall inspection
- Systematic process for detecting and eliminating illicit connections
- Illicit discharge prevention procedures (such as infrastructure maintenance)
- Indicators of IDDE program progress
- Employee training
- Recordkeeping and tracking of public complaints

Woodard & Curran will solicit one round of comments from Town Staff and submit three (3) paper copies and one (1) electronic copy of the final IDDE Plan. To support development of the IDDE Plan, Woodard & Curran will hold one meeting with Town staff. Town will coordinate the meeting. Woodard & Curran will provide the Town with a meeting agenda prior to the meeting.

Task 3 – Employee Training Program

EPA's 2003 MS4 General Permit requires communities to train employees on pollution prevention and good housekeeping in municipal operations and also to educate employees on illicit discharges and illegal dumping. These training requirements are enhanced in the new draft MS4 General Permit.

Woodard & Curran will work with the Town to prepare a one-hour training session the Town can utilize to train Town employees. The Town and Woodard & Curran will agree on the training topics, which may include general information on EPA's National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater requirements, the Town's Stormwater Program, general Best Management Practices (BMPs) for pollution prevention and good housekeeping that will reduce pollutant runoff from municipal maintenance operations. The training may also include an introduction to IDDE, water quality impacts, Town's bylaws and local authority, identification of illicit discharges to the storm drain system, best practices to track and eliminate discharges, and procedures for reporting. To support development of the training program, Woodard & Curran will hold one meeting with Town staff. We assume this meeting can be conducted in conjunction with the meeting in Task 2.

The Town will select the employees to be trained and schedule the training. Woodard & Curran will hold up to two (2) 1-hour sessions. Woodard & Curran will provide the Town with a copy of the training presentation, handouts, and the sign-in sheet.

In preparation for this training, Woodard & Curran will prepare an inventory of the Town's maintenance activities in accordance with Parts II.B.6(b) and (c) of the 2003 MS4 General Permit. The inventory will be based on an interview session and documents provided by the Town, and include the typical schedule and responsible personnel for each activity listed.



Task 4 – Annual Report Assistance

Based on our experience working with EPA and other municipalities, Woodard & Curran understands there are strategies to efficient annual reporting and various key phrases to include in reports that highlight a community's accomplishments. Woodard & Curran will assist the Town with preparation of the required Permit Year 11 Annual Report due to EPA and the Massachusetts Department of Environmental Protection (MassDEP) by May 1, 2014. This Task includes:

- Assistance with completion of the Town's Permit Year 11 "Self-Assessment", which is an evaluation of activities completed, compared to the requirements of the 2003 NPDES Phase II Small MS4 General Permit and an assessment of the appropriateness of BMPs identified in the Town's Stormwater Program. This effort will be coordinated with Task 1 of this Project Scope;
- Delivery of edits to and comments on the Annual Report prior to submittal to EPA and MassDEP by May 1, 2014; and
- As needed, assist the Town with compiling records to document compliance activities undertaken during the reporting year.

FEE AND SCHEDULE:

Woodard & Curran will invoice the Town monthly on a time and materials basis in accordance with the attached Rate Schedule. The budget of Twenty-five Thousand Dollars (\$25,000) will not be exceeded without written authorization from the Town. The following table presents the fee for each task and associated schedule:

Task		Fee	Completion Date
Task 1	MS4 Program Evaluation	\$8,500	April 30, 2014
Task 2	Develop IDDE Plan	\$7,500	June 1, 2014
Task 3	Employee Training Program	\$7,500	September 30, 2014
Task 4	Annual Report Assistance	\$1,500	May 1, 2014
Total:		\$25,000	

Massachusetts Municipal

2013 Rate Schedule



Consultant Personnel	
Labor Category	Hourly Rate
I. Support Services	
- Administrative	\$55
- Drafter	\$71
- Project Assistant	\$85
II. Professional Services	
- Technician	\$78
- GIS Analyst/ Consultant	\$80
- Technician 2/ Inspector	\$82
- Scientist/ Technical Service Specialist 1/ Operations Specialist	\$85
- Engineer 1/ Geologist 1/ Control System Engineer/ GIS Developer	\$95
- Resident Engineer/ Engineer 2/ Geologist 2/ Scientist 2/ Geologist 3/ Scientist 3/ Designer	\$105
- Engineer 3/ Technical Service Specialist 2/ Senior Designer	\$115
- GIS App Developer/ Project Technical Specialist	\$130
- Project Engineer/ Project Geologist/ Project Scientist/ Assistant Planner/ GIS App Developer 2	\$130
- Project Geologist 2	\$133
- Project Engineer 2/ Project Scientist 2	\$140
- Senior Project Engineer/ Project Manager/ Technical Leader	\$150
This Rate Schedule is confidential and for customer internal use only. W&C reserves the right to adjust billing rates each March 1st, by an average of 5%.	

EXPENSE CATEGORY

Travel ¹	.555/mile
Out of Pocket (consumable field supplies, etc.)	At Cost
Records from Outside Sources	At Cost
Subcontracts (lab tests, drilling, etc.)	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Postage, fax, photocopy, telephone	4% of Labor Cost

1. Mileage rate will change as the federal allowable rate is modified.

TOWN OF SUDBURY, MA
Request For Qualifications
STORMWATER MANAGEMENT CONSULTING SERVICES
August 13, 2013

The Town of Sudbury, through its Town Manager, seeks the services of an engineering consultant(s), consulting firm or firms, with specialized discipline in stormwater management to assist the Town in any aspect of stormwater management assessment, engineering review or design, including but not limited to review of development proposals by private developers, review and/or design of development proposals by the Town, design and/or review of Town or State roadway, rail trail or other construction projects which require design or approval of stormwater management systems and compliance with the EPA Phase 2 MS4 Permit. Duties under contract by the Town may include review of projects for compliance with the Town of Sudbury Stormwater Management Bylaw/Regulations and DEP Stormwater Regulations, review of the Town of Sudbury Stormwater Management Bylaw/Regulations for consistency with the state regulations and amendments thereto, assistance with writing bylaws in conjunction with stormwater management or other DEP requirements and compliance with the Town's requirements under the EPA Phase 2 MS4 Permit.

Qualifications must include extensive experience in designing, reviewing and permitting stormwater projects under the Mass. Department of Environmental Protection regulations; experience working for Massachusetts municipalities which have adopted local stormwater management bylaws; staff certified registered professional engineers with specializations/affiliations in stormwater management and wetland protection. No less than 2 references must be submitted.

Night meetings may be required. The successful consultant will provide guidance to all Town Boards under the supervision of the Director of Public Works and the Planning and Community Development Director.

The consultant will be paid on an hourly basis for services rendered, consisting of on-site inspections, plan review, report writing, and meeting attendance. Any services required to be performed by the consultant will be detailed in writing and must be mutually agreed upon by the consultant and the Town.

All proposals are due by Monday, September 9, 2013 at 2:00 p.m. Email submissions are required.

Respond to:

Jody Kablack, Director of Planning and Community Development
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Email: kablackj@sudbury.ma.us
Phone: (978)639-3387

Proposal Submission Requirements

Please provide an electronic copy of your proposal containing all of the following items:

- Letter of interest.
- The names and range of hourly rates for personnel expected to be involved, along with a statement of qualifications of personnel, including resumes, registrations and required certifications.
- A list of relevant projects, including a brief description of the project, location, costs, project manager and date services provided. Identify projects as completed or underway.
- Contact name, phone number and project name for no less than 2 relevant projects.
- Documentation of Comparative Evaluation Criteria.
- Names of any Town officials or employees who are related to any of the partners, officials or directors of the consulting firm working, or others who have any ownership interest in the firm.
- Completed certifications attached to this RFQ.

Evaluation Criteria

In general, consultants must be responsive to the requested information set forth above. Consultants submitting proposals deemed to be non-responsive shall be given a ranking of Unacceptable. Specifically, the consultants will be evaluated and rated according to the following criteria:

I. Minimum Criteria:

1. The consultant has more than 5 years experience and must have completed at least 5 municipal stormwater management reviews or designs within the past 3 years.
2. The proposal must include detailed resumes of all staff who might be assigned to the aforementioned scope of services. The staff assigned to serve the Town of Sudbury must have the appropriate expertise required for the work to which they are assigned.
3. The consultant must have completed at least three (3) municipal stormwater reviews for other Massachusetts cities or towns under a local bylaw.

II. Comparative Criteria

Highly Advantageous: The consultant includes more than the required minimum skill areas.

Advantageous: The consultant includes all of the required minimum skill areas.

Not Advantageous: The consultant includes less than the required minimum skill areas.

1. The consultant is experienced and highly qualified:

Highly advantageous: Employees assigned to work in Sudbury have an average of 10 or more years experience in the work for which each will be responsible.

Advantageous: Employees assigned to work in Sudbury have an average of 5-10 years experience in the work for which each will be responsible.

Not Advantageous: Employees assigned to work in Sudbury have an average of less than 5 years experience in the work for which each will be responsible.

2. The consultant is experienced with stormwater management projects in Massachusetts municipalities:

Highly Advantageous: At least half of the employees assigned to work in Sudbury have experience with five (5) or more stormwater projects in Massachusetts municipalities.

Advantageous: At least half of the employees assigned to work in Sudbury have experience with at least three (3) stormwater projects in Massachusetts municipalities.

Not Advantageous: Less than half of the employees assigned to work in Sudbury have experience with less than three (3) or more stormwater projects in Massachusetts municipalities.

3. The consultant has experience with Massachusetts stormwater management bylaws:

Highly Advantageous: The consultant has written or participated in the writing of at least two (2) local stormwater management bylaws in Massachusetts.

Advantageous: The consultant has written or participated in the writing of at least one (1) local stormwater management bylaws in Massachusetts.

Not Advantageous: The consultant has not written or participated in the writing of any local stormwater management bylaws in Massachusetts.

4. Quality of the References provided:

Highly Advantageous: The work of the consultant is deemed excellent by all of their references.

Advantageous: The work of the consultant is deemed good or excellent by at least 1 of their references.

Not Advantageous: The work of the consultant is deemed poor by any reference.

Award of Contract


The contract will be awarded by the Town Manager upon determination of the most advantageous proposal from a responsible, qualified and responsive proposer, taking into consideration price and all evaluation criteria set forth in the RFP. The Town will evaluate the proposals submitted and either accept one proposal or reject all of the proposals.

The consultant selected for the work must provide certification of insurance coverage and will be required to indemnify and hold the Town of Sudbury harmless.

The Town of Sudbury reserves the right to accept or reject any or all proposals, to waive minor informalities, and to make awards as may be deemed to be in the best interest of the Town. Those who enter into contractual obligations with the Town of Sudbury must not discriminate against qualified, handicapped individuals in their employment decisions.

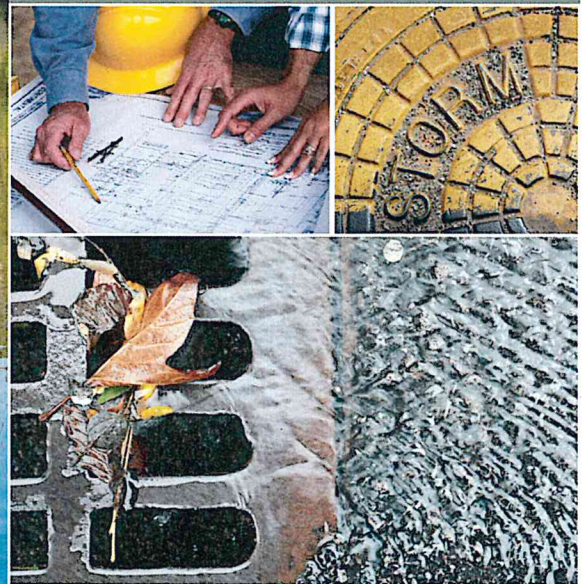
Proposal corrections, modifications, or withdrawals may be submitted until the proposal deadline.

The Town reserves 90 days from the proposal deadline to make the award.



Stormwater Management Consulting Services

QUALIFICATIONS



Town of Sudbury, MA
September 9, 2013

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

40 Shattuck Road
Suite 110
Andover, Massachusetts 01810
www.woodardcurran.com

T 866.702.6371
T 978.557.8150
F 978.557.7948



September 9, 2013

Ms. Jody Kablack
Director of Planning and Community Development
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Re: Request for Qualifications
Stormwater Management Consulting Services

Dear Ms. Kablack:

We are pleased to submit this qualification package in response to the Town of Sudbury's Request for *Stormwater Management Consulting Services*.

Our intent with this proposal is to show you that we meet the "Highly Advantageous" criteria for all categories and we can work together for the best solutions for your community. Our proposal includes:

1. Firm Profile and Services;
2. Relevant Projects and References;
3. Comparative Evaluation Criteria;
4. Project Team and Resumes;
5. Required Certifications under Request for Qualifications

Woodard & Curran has been providing stormwater engineering design and peer review related services to New England communities for over 30 years and we have expertise reviewing local projects for compliance with state regulations (eg. Wetlands Protection Act and Massachusetts Stormwater Handbook) and local bylaws and regulations. We have also assisted numerous communities in Massachusetts with compliance of all components of the U.S. Environmental Protection Agency (EPA) Region 1's General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) since the permit was issued in 2003. As further detailed in our Qualifications, we have developed local ordinances/bylaws and regulations for six Massachusetts communities that are consistent with Federal and State requirements and local code.

In addition to stormwater management assessment, engineering peer review, and MS4 program compliance services, Woodard & Curran also provides expertise in the following services that would be available to support the Town of Sudbury, as necessary: civil/site engineering, environmental studies and regulatory compliance, solid waste, land use and development including wetlands, planning, GIS, water and wastewater infrastructure design, parks and recreation facility design, electrical engineering, structural engineering associated with municipal buildings, and construction inspection and administration services to municipal clients on a daily basis; it's what we do.

We feel that our success in working with communities comes from understanding how to manage projects. Some projects are scheduled and more easily staffed, while others develop at the last moment and require immediate attention. With that variety, communication makes all the difference in achieving success. For the Town of Sudbury, we will have one principal contact, John Borgesi, P.E., who is responsible for coordinating the efforts of Woodard & Curran. Our staff of over 100 professionals in our Andover and Dedham Massachusetts offices will ensure completion of the Town's projects on schedule and within budget, with quality being at the forefront. The Town will have the breadth and depth of our internal staff, with a single point of contact.



In keeping the lines of communication open, the principal contact will regularly provide the Town with Project Status Reports at a frequency that makes sense for the project and the Town; weekly, bi-weekly, or even monthly. The intent behind these reports is to be timely and informative and to check back to reaffirm your expectations.

Whether we are preparing a Peer Review summary or design basis report, we believe consistency in the product helps our clients to know what deliverables they can expect. With our experience, we have developed deliverable templates that provide *us* internal efficiency and *you* the ability to know where to find the information we are providing.

We are confident we can assist the Town with any and all aspects of stormwater management assessment, bylaw and regulations development, review, and updates, engineering reviews, and/or engineering design services, to be completed on schedule and on budget, while keeping at the forefront the Town's long term planning priorities. We are very excited for the opportunity to show you how our diversity and our forward thinking can comprehensively address your stormwater needs.

Sincerely,

WOODARD & CURRAN INC.

John J. Borgesi, P.E.
Project Manager, Associate

David White, P.E.
Principal In Charge, Senior Vice President



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SECTION 1 Firm Profile and Services

SECTION 2 Relevant Projects and References

SECTION 3 Evaluation Criteria

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SECTION 5 Required Certifications under RFQ

Rate Sheet

Certificate of Taxes/Tax Attestation

Certificate of Non-Collusion

Non-Discrimination and Affirmative Action Certification

Conflict of Interest Statement

Section 1

Firm Profile &

SERVICES

Woodard & Curran is a 700-person, integrated engineering, science, and operations company. Privately held and steadily growing, we serve public and private clients locally and nationwide.

From our environmental roots to the range of consulting, engineering, and operations expertise we provide today, we work for a diverse clientele - including municipalities, the energy industry, food & beverage manufacturers, colleges and universities, and the real estate community.

Talented people are at the heart of our firm. Our company was founded in 1979 on a simple business concept: provide an enjoyable place to work with opportunity, integrity, and commitment, and we will attract talented people. It happened. At the heart of our company are people who are experts in their fields and passionate about what they do, showing a level of commitment and integrity that drive results for our clients. You experience this power every day in our actions, our solutions, and our promises kept.

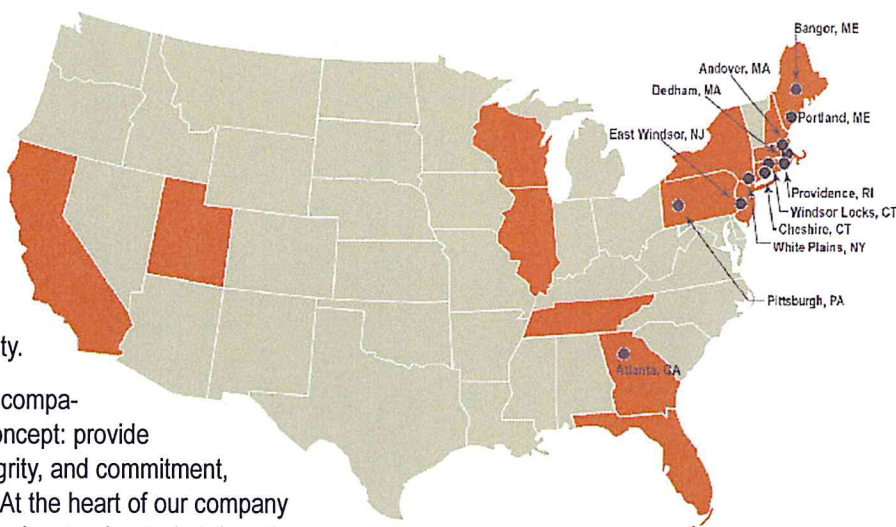
Commitment evident in personal approach

Our commitment is reflected in the personal attention, collaborative resources, and dedication to results that we devote to each project. We assign the right people with the right expertise to the job, and provide clients with easy accessibility to senior experts.

Our work is characterized by responsiveness, resourcefulness, and willingness to do what it takes to get the job done properly. Examples range from helping communities garner state and federal funding for wastewater treatment system improvement to managing a multi-vendor manufacturing project through a major snowstorm and getting production lines up and running. We are expert at navigating the complexities of environmental regulations and have been involved in transforming many brownfields sites into marketable properties. In defining moments like these, it is commitment that brings our clients results.

Operating with integrity

Our integrity impacts our decision-making at all junctures of our work — from the openness of our communication to the fairness of our prices to placing your interests above our pocketbook. We hire people who share our values of honesty, respect, and fairness and who want to do the right thing. They, in turn, treat everyone — our people, our clients, regulators, and stakeholders — respectfully and honestly.



Woodard & Curran serves clients locally and nationwide from offices throughout the U.S. The firm operates 11 offices in the locations noted above, as well as treatment facilities in the states that appear in orange.

Full-service firm with multidisciplined staff

Our integrity and commitment are matched only by the depth of our expertise. Our staff are specialists in their fields, offering in-depth understanding of cutting-edge technology, astute problem-solving, multidisciplinary engineering, and expert regulatory guidance. The firm has received numerous honors and awards, and we have ranked among *Engineering News Record's* top 100 environmental firms every year since 2000.

Services to the public sector

We have been serving cities, towns, and state governments for over 30 years. Today, we offer services beginning with studies, concept, and design on through construction and operations to address our clients' solid waste, wastewater, water, stormwater, and civil engineering needs.

These projects often incorporate hydrogeology, Geographic Information Services, and instrumentation and controls. We also offer strong capabilities in health, safety, and security, including vulnerability assessments of public water supplies, emergency planning, and environmental sustainability.

Services to the private sector

Woodard & Curran provides a range of environmental engineering, science, and operations support to companies in the real estate, bottled water, pulp & paper, automotive, food processing, pharmaceuticals, electronics, and metals forging industries, as well as to hospitals, colleges and universities, and law firms.

While the range of clients we serve has grown, our work has always been characterized by long-term relationships. Typical projects include compliance and permitting; process and infrastructure improvements; corrective and remedial action; expert witness/litigation support; air quality; and environmental information management. Our private-sector clients also benefit from our services in health, safety, and security, and environmental sustainability.

Operations and Management

Woodard & Curran operates nearly 50 water, wastewater, and groundwater treatment facilities across the U.S. Our O&M specialists focus on contract operations and other O&M assignments for water, wastewater, groundwater, and solid waste facilities.

We design flexible, expandable solutions that keep operations efficient, maximize existing assets, and conserve costs. Our projects have ranged from quick, hard-hitting operational and training assignments to comprehensive plant evaluations and process control improvements to full contract operations.

Woodard & Curran's Services Offered

Civil and environmental engineering

- civil engineering
- water supply
- wastewater engineering
- solid waste management
- design-build contracting

Industrial engineering

- food and beverage manufacturing and source infrastructure
- electrical instrumentation, and controls
- industrial wastewater
- process engineering
- power engineering

Environmental management consulting

- expert witness
- environmental information systems
- compliance
- health, safety, and security
- sustainability

Corrective action and real estate services

- due diligence
- site investigation and remediation
- risk assessment
- real estate development
- environmental ecology
- civil/site engineering and permitting
- natural gas services

Operations and management

- contract operations
- water & wastewater treatment
- water reclamation
- groundwater remediation
- training services
- health and safety

STORMWATER & DRAINAGE



Relevant Experience

Woodard & Curran's brings together a team of professionals with extensive experience in stormwater and drainage planning, development, and management. Regarding the area of surface water hydrology and hydrologic engineering, our team's specific areas of expertise include:

- hydrology, hydraulics, and modeling
- flooding, floodplains mapping, and flood insurance studies
- storm drain system evaluation and design
- stormwater pumping and storage design
- watershed and river management
- streamflow measurements and estimates
- water quality evaluation and modeling
- cost estimating
- development of design plans and specifications
- public and private procurement and bidding
- construction management
- federal, state, and local regulatory expertise including the areas of NEPA Environmental Impact / Wetlands / Endangered Species / NPDES Permits
- bylaw, regulation and ordinance planning
- MS4 permit compliance

Over the last 10 years, the availability and use of computer simulation models has greatly enhanced the ability to quickly and accurately evaluate very complex

hydrologic and hydraulic conditions. There are dozens of computer models that are available to today's stormwater specialists, however the experience of using these models and the understanding of their strengths, weaknesses, and applicability allows Woodard & Curran to choose the models that meet the specific goals and objectives of each project. Major hydrologic and stormwater planning models used by our team include:

- HEC-1 Flood Hydrograph Package
- HEC-HMS Hydrologic Modeling Systems
- HEC-2 Water Surface Profiles
- HEC-RAS River Analysis Systems
- HEC-6 Scour and Deposition in Rivers and Reservoirs
- TR-20 Computer Program for Project Formulation Hydrology
- TR-55 Urban Hydrology for Small Watersheds
- SWMM (stormwater management model)
- Bentley Systems PondPack
- Bentley Systems SewerGEMS
- Hydrocad
- Dynlet Tidal Model Analysis
- WSPRO FHA Water Surface Profile
- WinSlamm (pollutant loading)
- P8 Urban Catchment Model

Using Technology

GIS technology is also integral to modern stormwater management. By mapping a community's infrastructure, GIS technology can help a community, particularly an older community, with infrastructure constructed over a number

of years, to help understand its drainage patterns. An entire stormwater system – pipes, culverts, everything – can be mapped to determine where a community's discharges go. Woodard & Curran's GIS team has implemented hand-held collection technologies to be able to quickly and accurately collect field data to supplement a community's existing information. Also, the time required to model a large watershed or stormwater system can be greatly reduced in communities where GIS information exists. Woodard & Curran's team of GIS specialists can quickly incorporate this data into our hydrologic and hydraulic modeling packages.

PEER REVIEW SERVICES

CIVIL ENGINEERING



Giving communities peace of mind

Woodard & Curran provides advisory and review services to numerous Planning Boards, Zoning Boards of Appeals, Selectmen, Boards, and Conservation Commissions for Chapter 40B Comprehensive Permit, conventional subdivision, and commercial and multi-unit housing development projects. We review projects for compliance with federal, state and local requirements.

Our experience reviewing various development projects and advising communities of potential impact issues or project engineering/site design deficiencies gives us an understanding of the unique challenges that communities face when assessing proposed new developments to ensure safe, environmentally sound, and well-designed projects.

Our most effective role in peer reviews is to provide municipal officials with sufficient technical understanding and assessment of a project's plans and technical details, while informing an applicant of the need to address mitigation measures that may be needed to minimize and avoid adverse effects on residents, abutters, or resources to meet the communities's overall objectives. Our expertise allows us to serve as both a technical expert and a facilitator, setting the technical parameters for the community to work with a developer to achieve a successful project outcome in terms of engineering design, density, site plan design, building layout, open space, resource protection, and neighborhood and community capabilities.

The following list identifies many of the cities and towns that Woodard & Curran has consulted to as an expert for Peer Review.

Woodard & Curran provides expert review services to municipal Zoning Boards, Conservation Commissions, and Planning Boards, in addition to private developers. This dual experience and understanding of the development process affords us the knowledge to help Towns achieve safe, environmentally sound, and compatible projects that meet the community's objectives.

Consulting to Zoning Board of Appeals and Conservation Commission
Westford, MA

Consulting to Conservation Commission, Planning Board, & Board of Health
Billerica, MA

Consulting to Planning Board & Conservation Commission
Leominster, MA

Peer Review and Engineering Services to Conservation Commission & Planning Board
Seekonk, MA

Peer Review to Planning Board, Conservation Commission and Zoning Board of Appeals
Easton, MA

Peer Review to Zoning Board of Appeals
Concord, MA

Consultant to DPW and Planning & Community Development Department
Quincy, MA

Consulting to the Board of Selectmen
Marshfield, MA

Consulting to Zoning Board of Appeals and Conservation Commission
Scituate, MA

Engineering and Environmental Review, Zoning Board of Appeals
Westport, MA

Consulting to Zoning Board of Appeals and to Conservation Commission
Amesbury, MA

Consulting to Zoning Board of Appeals
Blackstone, MA

Consulting to Zoning Board of Appeals
Mendon, MA

Consulting to Zoning Board of Appeals
Swampscott, MA

SERVICES TO MUNICIPALITIES

WOODARD & CURRAN



Woodard & Curran has built solid relationships with communities over the past two decades by meeting their civil and environmental engineering needs with tailored, cost-effective, and practical solutions. We help cities, towns, and municipal utilities address their needs in:

- water supply and treatment;
- wastewater systems and process optimization;
- stormwater;
- SCADA implementation and service;
- infrastructure management
- GIS & Web based information systems
- energy;
- solid waste;
- civil engineering;
- operations and maintenance consulting services;
- funding and grant assistance;
- energy optimization;
- water resource planning;
- construction administration; and
- permitting and regulatory issues.

Tailoring solutions to meet clients' needs

We do what it takes to make each project a success, whether it's using new technology to optimize operations and reduce costs or leveraging funding sources to help municipalities achieve compliance.

We take advantage of innovative technologies to provide clients with cost-effective, sustainable, high-performance systems that will their municipal engineering needs for years to come.

This approach has led Woodard & Curran to permit the first permanent Snowfluent™ treatment system in the U.S., the first membrane biological reactor for wastewater treatment in New England, the first commercial sequencing biological reactor in Maine, and the creation of SMART Mapping to manage water system infrastructure.

Tapping our pool of experts

Our project teams have the expertise and flexibility to meet the changing needs of clients and of ever-increasing regulations. Because we have access to a diverse group of in-house engineers, scientists, and operations professionals, we can match the right people and skills to the job.

We are one of the few environmental consulting firms that specialize in process design, operations, automation, and information management - four key ingredients for efficient, well-managed utilities.

Clients also benefit from Woodard & Curran's experience with funding strategies, grant/loan administration, and access to short- and long-term financing sources. We leverage lesser-known sources to develop creative and tailored funding packages.

Water supply and treatment

Woodard & Curran combines engineering, science, and operations to protect public health and the nation's water resources. We assist clients with their water treatment



and water supply needs through permitting, study, design, new source identification, well development, hydrogeology, demand management, comprehensive plant evaluations, operations troubleshooting, asset management, and master plans. We also perform hydrologic and hydrogeologic modeling to assess complex ecosystem impacts, and we design treatment and distribution system improvements.

Safeguarding our water supply from terrorist and criminal activity is a new, national issue. We help clients develop the best strategies to reduce vulnerabilities and secure facilities against terrorist threats, unauthorized access, contamination, and vandalism.

Wastewater systems

Since Woodard & Curran was founded, we have assisted communities and utilities with the design of wastewater treatment and collection systems that are cost-effective, apply state-of-the-art technology, and meet regulatory requirements. Our in-depth experience includes enhanced nutrient removal, management and disposal of residuals, alternative discharge scenarios, permitting, evaluations, pilot programs, O&M training, and operations improvement programs.

Stormwater

Woodard & Curran's stormwater services range from the preparation of NPDES permit applications and drafting Stormwater Pollution Prevention Plans to identification of illicit discharges, pre- and post-development, to the design of stormwater collection and treatment system.

Woodard & Curran has helped a number of communities comply with new stormwater Phase II regulations. We have helped develop stormwater management plans, mapped infrastructure using GIS technology, applied for federal and state Revolving Funds to fund projects, and developed and instituted community outreach and education programs.



Solid waste

Our seasoned team of solid waste professionals have designed and permitted landfill closures, expansions, gas collection and treatment systems, mining and reclamation, as well as solid waste transfer stations, co-composting facilities, and recycling centers. We also have an excellent working relationship with state solid waste regulatory agencies and the U.S. EPA, and have completed projects both under state regulatory programs and Superfund.

Civil engineering

We provide municipalities with civil engineering services that support the process engineering, solid waste, hazardous waste, and water and wastewater services that communities rely on. Whether acting as a municipality's general engineer or working with a community on a project-specific basis, our civil engineers provide the engineering services and experience needed to assure that all needs are met.

Permitting and regulatory issues

Woodard & Curran has successfully assisted its clients in obtaining regulatory approvals and permits for their operations. Our environmental specialists work with regulators to achieve project solutions that are technically sound, cost-effective, environmentally safe, and acceptable to the public.

Relevant Projects & REFERENCES

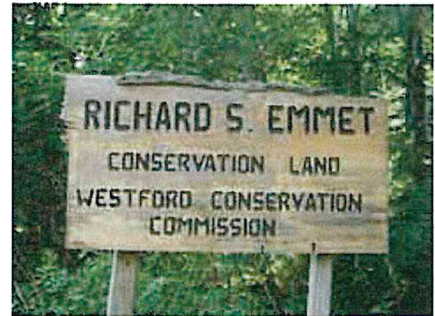
Peer Review / Stormwater Management Design Projects

A subset of relevant stormwater consulting projects performed by Woodard & Curran with a more detailed description of services provided are included below.

Consulting to Zoning Board of Appeals and Conservation Commission, Westford, MA (Aug. 2007 - Ongoing)

For a proposed 258 -unit residential 40B development proposed by a national development company, Woodard & Curran provided review services including the engineering design, environmental, wetlands, and resource management plans in comparison to federal, state and local requirements. Key technical issues during the review included wastewater treatment system design, groundwater discharge permit assessment, hydrogeological analysis, site layout and building design, wetlands and resource analysis, and stormwater management systems design. The project also encompassed the construction of an approximate 1,500 foot long access road that bisected wetlands and required significant consideration to the resource area, construction phasing, and minimizing as much impact to the wetland area as possible. The project resulted in approval of all required permits and Woodard & Curran is currently performing construction inspection activities and support services for the Zoning Board and Conservation Commission.

Project Manager: John Borges
Project Cost: \$68,100



Consulting to Planning Board and Conservation Commission, Westford, MA (Completed Aug. 2013)

For a proposed 4-lot Flexible Residential Development subdivision, Woodard & Curran provided review services including the engineering design, environmental, wetlands, and resource management plans and requested waivers for this application. Services included reviewing the proposed design documents for compliance with the local subdivision rules and regulations, the local stormwater bylaw, the local rules & regulations for stormwater management, the local zoning bylaw, the Massachusetts Stormwater Handbook, and the MassDEP snow disposal guidance.

Project Manager: John Borges
Project Cost: \$5,200

Consulting to Planning Board, Conservation Commission, and Board of Health, Billerica, MA (Apr. 2011 - Ongoing)

Woodard & Curran served as the peer review consultant to the Town of Billerica

Planning Board and Board of Health on a proposed addition of 21 townhouses (Phase II) to an existing 36 townhouse community (Phase I) known as the Village at Fox Run located at the Town of Billerica Country Club. Among the key issues reviewed for this Site Plan Special Permit application were stormwater management and design and compliance with the Town's local stormwater by-law, site density and building layout, traffic layout and parking including evaluation of the existing Phase I road and making recommendations for upgrades, utilities, landscaping, and compliance with zoning requirements. Surrounding abutters including homeowners from Phase I were particularly concerned about the new development and increase in traffic and drainage control during construction. With the approval from the Town, Woodard & Curran worked with the Applicant's engineer to modify the design to meet the Board's requests and attended multiple local public hearings to assist the Town with addressing abutters concerns. Woodard & Curran is currently providing construction inspection services for the Board of Health to observe compliance with the issued permits and local stormwater by-law and review the as-built information for the drainage system.

Project Manager: John Borges

Project Cost: \$25,500

Consulting to Planning Board and Board of Health, Billerica, MA (May 2012 - Dec. 2012)

Woodard & Curran served as the peer review consultant to the Town of Billerica Planning Board and Board of Health on a proposed 6,700 square foot addition to an existing commercial building. Services included the review of the Special Site Plan Application submittal including design plans and drainage calculations including waivers for general compliance with the Town of Billerica's Site Plan Special Permit requirements (Zoning By-Law Section 6G) and Board of Health Rules and Regulations Chapter 6 Stormwater Management, as applicable. In October 2012 the Applicant submitted a second Site Plan Special Permit Application for an additional 4,353 square foot addition beyond the 6,700 square foot addition approved in May 2012. Similar review services were provided for the second application submittal.

Project Manager: John Borges

Project Cost: \$8,500

Peer Review to Zoning Board of Appeals Easton, MA (Completed 2011)

Woodard & Curran provided peer review services to the Board for a 180-unit residential development and a 35,000 sq.ft. commercial development application. We focused on the civil, site drainage, utility, and environmental components of the application, which included the review of the wastewater treatment facility and a groundwater discharge permit within a Zone II and compliance with state and local regulations. We worked alongside the Board's Special Council and Traffic Engineer to ensure no gaps existed in the review process. Close coordination, including a Town Department Head review meeting and several workshops with the applicant's engineers, accomplished the Board's mission of moving through the process in an expeditious manner.

Project Manager: David White Jr.

Project Cost: \$32,000



Peer Review to Zoning Board of Appeals Concord, MA (Completed 2011)

Woodard & Curran provided peer review services to the Board for a 350-unit residential development proposed by Trammell Crow Residential. Among the technical issues examined were site engineering design of drainage structures and stormwater management system components, a large on-site wastewater treatment system with groundwater discharge beds, site hydrogeology and subsurface mounding analysis, and potential impacts to a nearby Town's public water supply well. Due to concerns about water quality to both the public well Zone II recharge area and surface water quality in a nearby brook, hydrogeologic review was a principal focus on this peer review. Likewise, drainage concerns focused on both on-site and off-site flooding effects and the potential impacts on nearby abutting residential properties. Two workshops were held with the applicant's consultant team to address these technical issues and resolve remaining questions prior to the final public hearing.

Project Manager: David White Jr.

Project Cost: \$5,000

Stormwater Design Stream Management Plan Implementation, Lexington, MA (Nov. 2012 - Ongoing)

Woodard & Curran is currently serving as the design consultant for the Town of Lexington in developing the hydraulic analysis and conceptual design for two stormwater related projects: an approximate 280' closed drainage system to be restored to a natural open stream channel and replacing an existing 24" culvert stream crossing with an open bottom bridge capable of supporting vehicular traffic. A final design basis report has been prepared and was presented to the Town with proposed recommendations and estimated construction costs. The Town has issued approval to move forward with the development of design documents to be prepared for issuance via public bidding with a proposed construction start date of July 2014.

Project Manager: John Borges

Project Cost: \$61,000

MDM Consultants Concord Avenue Roadway Improvements - Stormwater Management, Culvert Design and Permitting, Lexington, MA (Apr. 2013 - Ongoing)

Woodard & Curran is currently serving as the stormwater design consultant for MDM Transportation Consultants and the Town of Lexington, MA to assist the Town with the stormwater management, culvert design, and permitting related to the proposed Concord Avenue roadway improvements. To date, Woodard & Curran has performed a site visit to ascertain the overall condition of the watershed, determine overall runoff patterns, and delineate major contributing watersheds, prepared a watershed delineation plan outlining the major contributing watersheds, setup a hydraulic model using HydroCAD, determined the applicability of the MassDEP Stormwater Management Standards and design criteria, determined the requirements in accordance with the local stormwater by-law, determined the size of major stormwater control components (water quality volumes and flood attenuation volumes), and evaluated potential sites within the watershed area for installation of possible stormwater control (quality and quantity) features. Woodard & Curran prepared a summary letter and supporting plans for an informal submittal to the local conser-



vation commission for consideration and discussion before moving forward with a formal design and permit application and we are currently awaiting the commissions input.

Project Manager: John Borgesi

Project Cost: \$47,800

Stormwater Design, Winthrop, MA (Jan. 2012 - Jun. 2013)

Woodard & Curran assisted the Town of Winthrop, MA with an evaluation of the existing drainage system located at Ingleside Park and surrounding areas to assist with flood mitigation during high tide and larger storm events. This was part of a larger comprehensive utility replacement project by Woodard & Curran that included the design and replacement of the existing water and wastewater infrastructure and upgrades to the existing sidewalks and playground within the same area. Woodard & Curran prepared an initial design with recommended infrastructure improvements including a hydraulic evaluation of a 130+ acre watershed, replacement of the major drainage trunk line leading to an existing outfall located in the bay, other drainage infrastructure improvements located within the park, and recommendations for ongoing maintenance to the existing infrastructure. Design plans and specifications were prepared for public bidding and part-time construction oversight and administrative services were provided.

Project Manager: John Borgesi

Project Cost: \$230,000



Stormwater Bylaw and Consulting Projects

A subset of stormwater bylaw and consulting projects performed by Woodard & Curran with a more detailed description of services provided are included below.

Stormwater Management Bylaw and Regulations, Bedford, MA (Oct. 2011 - Ongoing)

Woodard & Curran worked closely with the Town Staff to develop a stormwater bylaw to regulate illicit discharges and illegal dumping, construction site stormwater runoff, and post-construction stormwater runoff in new development and redevelopment. We presented the bylaw to the Town Selectmen and supported presentation of the bylaw at Town Meeting for successful adoption in March 2012. To educate the public about the bylaw, we developed a brochure detailing the bylaw requirements, impacts of stormwater pollution, and illicit discharges. Since the bylaw was adopted, we have prepared draft Regulations and continue to assist the Town with revisions to the draft and coordinating stakeholder meetings and working groups to receive input on the draft.

Project Manager: John Borgesi

Project Cost: \$53,300



Watershed Action Plan and Stormwater Bylaw and Regulations, Westford, MA (May 2007 - Nov. 2012)

Through the FY'07 Massachusetts Smart Growth Technical Assistance Grant program, Woodard & Curran worked with the Town of Westford to develop a Watershed

Action Plan and a Stormwater and Low Impact Development Bylaw. The plan and bylaw were focused on keeping growth away from sensitive areas and focusing on the long-term health and welfare of the environment and the residents of Westford. Woodard & Curran conducted a watershed analysis that characterized each sub-basin of Westford's two watersheds, Stony Brook and Nashoba Brook, based on existing water quality, the amount of protected and unprotected open space, the amount of developed land and impervious surfaces, identification of environmentally critical areas and significant habitat; identification of land critical to sustaining surface and groundwater quality; and other environmental resources. The information was used to create the Watershed Action Plan, which identified environmentally critical and sensitive sub-basins, and set priorities for protection through future modifications of rules, regulations, and existing and new bylaws. Westford's Stormwater and Low Impact Development Bylaw establishes minimum requirements and procedures for developers that control the adverse effects of increased construction site and post-development stormwater runoff, decreased groundwater recharge, and nonpoint source pollution associated with new development and redevelopment.

Woodard & Curran continued to work with the Town to obtain stakeholder input and revise the bylaw draft through approval at Town Meeting in May 2008 and develop and revise regulations through their adoption in November 2012. During this time, as part of other projects, Woodard & Curran also assisted the Town with numerous other stormwater activities including Illicit Discharge Detection and Elimination Plan development and implementation, outfall investigations, employee training, and updates to water quality documentation.

Project Manager: Emily Scerbo
Project Cost: \$65,000

Stormwater Bylaws and Implementation, Billerica, MA (Oct. 2007 - Oct. 2011)

Woodard & Curran prepared two bylaws and regulations to address construction site and post-construction runoff and illicit discharges to the municipal storm drain. To develop the bylaws, Woodard & Curran facilitated monthly meetings with the project Working Group, consisting of representatives from the Conservation Commission, Planning Board, Board of Health, Department of Public Works, and Building Department and at additional meetings with local stakeholders and decision makers to gain input prior to Town Meeting. Woodard & Curran also conducted a public education campaign and outreach to decision makers and local boards and commissions, and developed a brochure for distribution to the public. We presented the new by-laws at the 2007 Fall Town Meeting where the by-laws were adopted. Following adoption of the bylaws, Woodard & Curran worked closely with the Town to revise and finalize the Stormwater Management Regulations, which were accepted in 2008. We have also worked with the Town to develop application forms, inspection forms, update their website, develop a tracking system, and evaluate the Town's fee structure to support implementation of the local bylaw and regulations.

Project Manager: Emily Scerbo
Project Cost: \$98,400



Stormwater Program Assistance, Danvers, MA (Dec. 2010 - Dec. 2012)

Woodard & Curran worked with the Town of Danvers to develop a stormwater management and land disturbance bylaw, a bylaw governing illicit discharges to the municipal storm drain system, and stormwater management regulations. We continue to provide assistance with the Town's stormwater program, including conducting an audit and evaluation of the Town's program for compliance with EPA Region 1's MS4 General Permit and EPA's National MS4 Program Evaluation Guidance, conducting an environmental compliance evaluation of the DPW Facility, and completing annual reports. Woodard & Curran also coordinated with the Town to complete a Sustainable Stormwater Funding Study. This project included working with the Town to evaluate Danvers' current and future stormwater program priorities and costs and estimating a preliminary equivalent residential unit (ERU) and projected revenue generated with an impervious-based user fee. We presented study findings to a group of stakeholders, identified potential pitfalls and risks, and recorded end-of-study attitudes toward a stormwater user fee. The study was funded by the Massachusetts Bays Program (MBP) through a Research and Planning Grant.

Project Manager: Jim Rivard and Emily Scerbo
Project Cost: \$50,000

Stormwater and Low Impact Development Bylaw, Boylston, MA (Jan. 2006 - Jun. 2006)

Woodard & Curran worked with the Town of Boylston, with funding through the EOE A Fiscal Year 2006 Smart Growth Technical Assistant Grant Program, to create and adopt a Stormwater and Low Impact Development Bylaw. This bylaw advanced the Town's capacity to address nonpoint source pollution in the form of stormwater runoff as Boylston plans for and manages future development and redevelopment. Woodard & Curran routinely organized and led Working Group meetings to develop the new Stormwater Control Bylaw and accompanying Regulations for the Conservation Commission. As part of this effort, Woodard & Curran reviewed existing bylaws and regulations to identify inconsistencies with LID and Better Site Design principles and modified the Subdivision Rules & Regulations. The Working Group was comprised of members of various Town departments and boards, a local developer, and staff from the Massachusetts Department of Conservation and Recreation (DCR). Through these changes, the Town will encourage LID techniques to manage stormwater and enforce water quantity and quality criteria that will best protect Boylston's resources. By following the State's Smart Growth and Sustainable Development initiatives, Boylston will be able to preserve the character of the Town and protect public health and the environment for generations. The Stormwater Control Bylaw was adopted at the October 16, 2006 Special Town Meeting.

Project Manager: Emily Scerbo
Project Cost: \$33,000

Stormwater and Low Impact Development Ordinance, Salem, MA (Feb. - 2005 - Jan. 2012)

Since 2001, Woodard & Curran has served as the City of Salem's stormwater consultant for a number of innovative planning and capital improvement projects that receive state funding and support. As a major step toward protecting Salem's coastal and inland water resources, in Fiscal Year 2005, Woodard & Curran secured a grant



from the Coastal Zone Management (CZM) Coastal Nonpoint Source Grant Program to create a stormwater and low-impact development (LID) ordinance that applied to development and redevelopment activities in the City. This ordinance not only satisfied the requirements of the EPA's Phase II stormwater program, it also applied the Massachusetts stormwater management standards beyond the Wetlands Protection Act jurisdictional areas to the entire City. This ordinance, developed with assistance from Woodard & Curran, was the first of its kind in Massachusetts since it designated the City Engineer as the Stormwater Authority and addressed nonpoint source pollution challenges in an urban environment. Funded by the Massachusetts Office of Coastal Zone Management's Coastal Nonpoint Source Pollution Grant Program, Salem's ordinance served as a model for other growing urban communities by encouraging the use of LID techniques such as rain gardens and green roofs instead of traditional collection and conveyance systems to meet stormwater management standards. The ordinance also promoted the Better Site Design approach to residential and commercial development, which seeks to reduce pollutant loads and conserve natural areas. To accompany the Ordinance, Woodard & Curran developed the Urban Stormwater Management Guidebook for the City to clearly communicate expectations to designers and contractors and, in turn, to expedite the review process. As the City's Administration and local priorities evolved, so did the stormwater ordinance. Woodard & Curran supported development of a revised ordinance, which was adopted in January 2012.

Project Manager: Emily Scerbo

Project Cost: \$75,000

South River Flood Improvement Project, Salem, MA (Apr. 2007 - Ongoing)

Woodard & Curran completed the initial phase and is implementing the second phase of the South River flood improvement project, which is intended to prevent and reduce the flooding magnitude and extents in low-lying areas of the South River watershed. The watershed has been plagued with flooding for over a century, and recent development and encroachment into the floodplain have resulted in an increased rate of runoff and a stormwater infrastructure that is unable to handle it. The initial phase of the project entailed conducting a study to develop an understanding of the general condition of the watershed; the frequency, magnitude, and extent of past flooding events; assessment of the availability of information pertaining to the existing watershed and drainage infrastructure; and definition of the information required to proceed with development and assessment of potential mitigative measures. Woodard & Curran identified a number of short-term measures the City may undertake to reduce flooding within the watershed. Woodard & Curran is implementing the second phase of the project, which will implement short-term mitigation measures and assess the feasibility of long-term capital improvement projects. Work under this phase specifically includes:

- cleaning and inspection of large diameter stormwater systems within the watershed;
- cleaning of sediment and debris from the South River;
- conducting a conditions assessment of the stormwater pump station;
- obtaining survey data for all storm drainage structures and culverts within the watershed;



- obtaining city-wide mapping;
- developing a detailed hydrologic/hydraulic model of the watershed;
- evaluating the feasibility, cost, and regulatory permitting requirements for various flood mitigation measures;
- providing public outreach; and
- assisting the City with identifying potential funding mechanisms.

Implementation of the selected long-term measures, including permitting, design, and construction will be conducted in Phase III.

Project Manager: David White Jr.

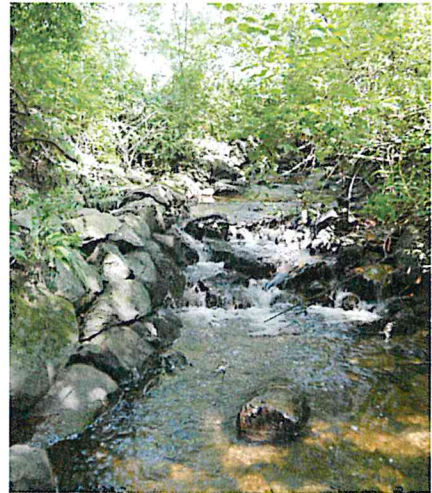
Project Cost: \$760,000

Watershed and Stream Management Plans, Lexington, MA (May 2010 - Ongoing)

The Town of Lexington is situated within three major watersheds: the Charles River watershed, the Mystic River watershed, and the Shawsheen River watershed. In a properly functioning system, the streams throughout Town could provide wildlife habitat, environmental enhancement, and serve as a link between many open spaces and recreational areas in town. These streams could also provide floodwater protection and drainage for neighborhoods and commercial areas. Old and deteriorated drainage and stream passage infrastructure and sediment buildup in Lexington's water-bodies has reduced the capacity of the drainage system, causing flooding, and has negatively affected water quality and quantity, leading to poor stream health. The streams generally have small watersheds and low gradients, resulting in low stream-flow.

The three watersheds have common characteristics but each has its own specific needs. For example, Lexington must reduce phosphorus in stormwater from the Town's portion of the Charles River watershed, and a bacteria TMDL influences the management of the Shawsheen River watershed. Woodard & Curran has completed the Charles River watershed plan and the Shawsheen River watershed plan, and is engaged in the assessment of the Mystic River watershed. Once all three watershed plans are presented, the town will have a prioritized program for the entire community. The primary goal of the watershed plans was to create a program that can both restore drainage and enhance streams. Woodard & Curran developed a broad project team to work collaboratively with representatives from the Town Engineering Division, Conservation Office, Highway Division, and the volunteer Watershed Stewards, and also frequently solicited input from Town residents and other stakeholders. In addition, Woodard & Curran and the Town work with local, state and federal permitting agencies in the evaluation process and development of recommendations. Recommendations are based on infrastructure and stream inspections, public workshops, regulatory agency meetings, and input from the project team. In general, recommendations are grouped into five categories to facilitate prompt and effective solutions:

- in-stream recommendations (infrastructure restoration, drainage restoration, and wetlands protection);
- drainage investigation recommendations;
- roadway and drainage system O&M recommendations;
- recommendations for drainage restoration practices; and



- recommendations for coordination with EPA's Phase II Small MS4 General Permit.

Recommendations were prioritized with the input of the broad project team. Immediate actions include the correction of safety issues and obvious impairment sources, and actions needed to be completed before a long-term program can be instituted, such as removal of major drainage and stream obstructions, capital planning and comprehensive permitting. Following the initial efforts, the Town will institute a long term outreach initiative, a capital funding program, and operations and maintenance measures performed in conjunction with the Town's NPDES stormwater permit. Long-term actions also involve restoration of wetlands and streams, and collaboration with neighboring communities to partner in watershed health programs.

Project Manager: John Borges

Project Cost: \$317,000

City-Wide Flood Mitigation and Drainage Capital Improvement Program, Quincy, MA (Mar. 2010 - Ongoing)

The City of Quincy, similar to many southern New England communities, experienced devastating flooding during several rainfall events in March 2010. Floodwaters reached record elevations in several parts of the City as a result of severe precipitation combined with high storm surges. The flooding resulted in over 900 residences and businesses being damaged, displacement of dozens of residences via Fire Department evacuation, and closures of businesses for days (in some instances weeks).

The City also sustained significant damage to portions of the public drainage, sanitary sewer, and roadway infrastructure, as well as municipal buildings, facilities, and equipment. In the days following the disaster, Woodard & Curran led the City-wide coordination of documenting the scope and costs of public damages, serving as the Program Manager for all mitigation claims to the Federal Emergency Management Agency (FEMA) Post-Disaster Assistance Programs.

Woodard & Curran is also partnering with the City to develop and implement a City-wide capital improvement program to reduce the frequency, duration, and extent of future flooding within 24 flood-prone areas of the City. The work includes:

- identification of the root cause of repetitive flooding;
- development of budgetary costs for mitigation measures;
- prioritization of readily implementable mitigation measures;
- screening mitigation measures using FEMA's Benefit Cost Analysis to establish funding grant eligibility; and
- preparation of FEMA Pre-Disaster Flood Hazard Mitigation Grant applications.

The ongoing partnership requires coordination and outreach with numerous stakeholders including federal, state, and local agencies as well as many private residents and business owners. The next phase of the project includes the preparation of a 3-year implementation program with an anticipated \$10M budget allocation and preparation of a comprehensive 10-year capital improvement program.

Project Manager: David White Jr.

Project Cost: \$2,200,000



MS4 General Permit Projects

The Woodard & Curran Project Team is experienced with implementing all components of the U.S. Environmental Protection Agency's General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) and has worked for municipal clients consistently since the permit was issued in 2003. Our Project Team also closely follows EPA's "next generation" General Permit drafts to advise our clients on the best paths forward. Our team includes former regulators from EPA and municipal consultants who have detailed knowledge of the permitting background and process.

We understand the nuances of meeting permit requirements and the challenges that municipalities face. We help our clients balance financial considerations and other obstacles while managing the day-to-day realities of permit compliance and balancing local priorities. We use both our expertise and our client's know-how to develop and implement a smart, streamlined, collaborative stormwater program. We believe this concept of working with our clients rather than for our clients sets us apart from our competitors.

The following table presents a summary of our Massachusetts Small MS4 Program Clients and Experience.

	Bedford	Billerica	Boylston	Danvers	Leominster	Lexington	Maynard	North Andover	Quincy	Rockport	Salem	Westford	Winthrop
Notice of Intent		X	X		X						X		
Stormwater Management Plan (SWMP)		X	X		X						X		
Public Education & Outreach	X	X	X			X	X		X		X	X	X
Illicit Discharge Detection & Elimination (IDDE) and Ordinance/Bylaw/Regulation Development	X	X	X	X		X	X	X	X	X	X	X	X
Outfall Monitoring Program		X	X		X	X			X	X	X		X
Construction site runoff control program, post construction stormwater management program, and Ordinance/Bylaw/Regulation Development	X	X	X	X			X		X		X	X	
BMP retrofit inventory		X				X			X		X		
Operation & Maintenance procedures, Good Housekeeping & Pollution Prevention in Municipal Operations		X		X		X	X	X			X		
Program evaluation, record keeping, and reporting	X	X	X	X	X	X	X	X	X	X	X	X	X
Collaboration and workshare with Client Team and/or stakeholders	X	X	X	X	X	X	X	X	X	X	X	X	X
Impaired waters and Total Maximum Daily Load (TMDL) assistance		X	X			X	X				X	X	
Funding assistance and budget development	X	X	X	X	X	X	X	X	X	X	X	X	X
GIS and Mapping		X	X			X			X		X	X	
Communication and coordination with EPA, MassDEP, regulatory entities			X			X			X		X		

CLIENT REFERENCES

Woodard & Curran is a client-driven organization which places service first. We have developed long-term relationships with clients who are happy to attest to our past performance and commitment to deliver quality work which meets both schedules and budgets. We encourage you to speak with our current and past clients and ask them directly about our commitment to quality work, client service, and community outreach.

We have provided the following four client references (current and prior contacts in new positions) for other Towns in Massachusetts in which we currently provide or, in the past five years, have provided similar stormwater consulting services.

These references can provide more information on the relevant projects presented on the previous pages.

Town of Billerica, MA

Kelley Conway, PE
Town Engineer
365 Boston Road
Billerica, MA 01821
978-671-0955

Richard Berube, Director
Board of Health
365 Boston Road
Billerica, MA 01821
978-671-0955

City of Salem, MA

David Knowlton
City Engineer
Department of Public Services
120 Washington Street, 4th Floor
Salem, MA 01970
978-619-5673

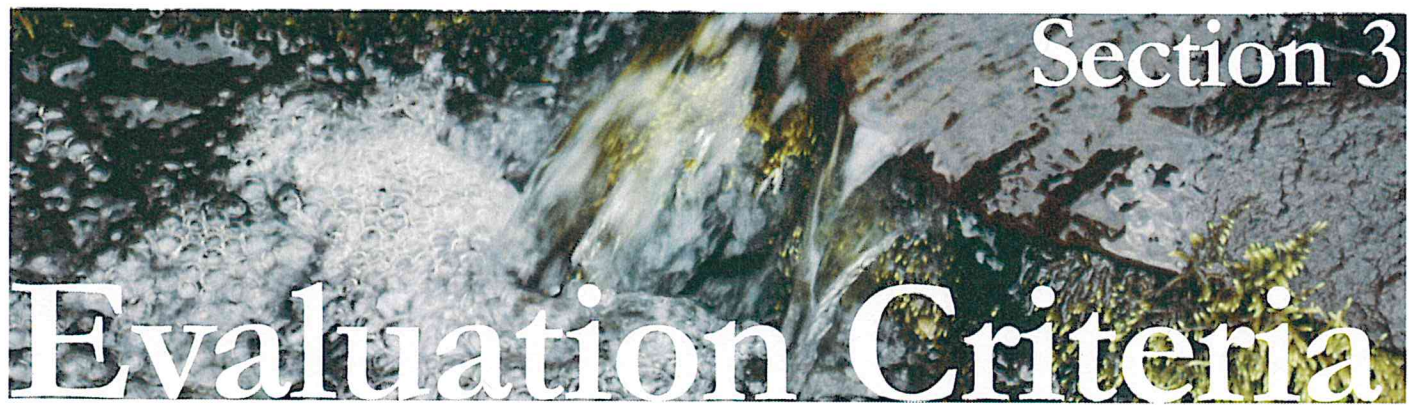
Town of Westford, MA

Paul Starratt, PE
Town Engineer
Town Garage
28 North Street
Westford, MA 01886
978-360-0498

Town of Lexington, MA

*John Livsey, PE
Town Engineer
Engineering Department
201 Bedford Street
Lexington, MA 02420
781-274-8311

*John Livsey is the former Town Engineer for the Town of Billerica, Massachusetts and for the Town of Westford, Massachusetts.



Section 3

Evaluation Criteria

MINIMUM CRITERIA

1. The consultant has more than 5 years experience and must have completed at least 5 municipal stormwater management reviews or designs within the past 3 years.

√ Highly Advantageous:

Woodard & Curran has extensive stormwater management and design experience and has completed many municipal stormwater management review and design projects within the past 3 years. Detailed descriptions of nine (9) of these stormwater management design and peer review projects can be found in Relevant Projects and References (Section 2) of this proposal.

2. The proposal must include detailed resumes of all staff who might be assigned to the aforementioned scope of services. The staff assigned to serve the Town of Sudbury must have the appropriate expertise required for the work to which they are assigned.

√ Highly Advantageous:

Our employees have on average more than 12 years experience in stormwater management and design. Woodard & Curran's proposed Principal Contact/Project Manager for this work is John Borges, PE who has over seventeen (17) years of experience providing engineering design and technical support for projects in municipal stormwater, and assisting communities to write local by-laws and ordinances. In addition, Dave White, PE will serve as our Principal In Charge/Technical Advisor and brings over twenty (20) years of technical and managerial experience in civil-site stormwater design and assessment. Detailed resumes, including registrations and certifications can be found in Project Team and Resumes (Section 4) of this proposal. Our team members are highly qualified and committed to the Town of Sudbury.

3. The consultant must have completed at least three (3) municipal stormwater reviews for other Massachusetts cities or towns under a local bylaw.

√ Highly Advantageous:

Woodard & Curran has completed numerous municipal stormwater reviews under a local bylaw for communities throughout Massachusetts. Detailed descriptions of six (6) peer review projects as well as a list of communities to which we have provided peer review services can be found in Relevant Projects and References (Section 2) of this proposal.

In addition, we have worked with many Massachusetts municipalities to develop and implement local stormwater bylaws/ordinances and regulations, which allows us to understand the details of municipal review processes, thereby improving our peer review services.

COMPARATIVE CRITERIA

1. The consultant is experienced and highly qualified.

√ Highly Advantageous:

Woodard & Curran provides a comprehensive range of services including but not limited to civil and environmental engineering, stormwater management and permitting, hydrogeology and modeling, system evaluation and design, cost-estimating, construction management and regulatory by-law and ordinance planning. Our employees have on average more than 12 years experience in stormwater management and design. In addition, our team includes former regulators from EPA and municipal consultants who have detailed knowledge of the permitting background and process.

2. The consultant is experienced with stormwater management projects in Massachusetts municipalities.

√ Highly Advantageous:

Woodard & Curran has extensive stormwater management experience. **All of Woodard & Curran's proposed project employees have experience working on five (5) or more stormwater projects in Massachusetts municipalities.** We have highlighted our stormwater management projects in Relevant Projects and References (Section 2) of this proposal. In addition, detailed personal experience of each team member can be found in Project Team and Resumes (Section 4) of this proposal. Our team members are highly qualified and committed to the Town of Sudbury.

3. The consultant has experience with Massachusetts stormwater management bylaws.

√ Highly Advantageous:

Woodard & Curran has worked with many Massachusetts municipalities to develop local stormwater bylaws and ordinances and implement permitting. Detailed descriptions of six (6) stormwater bylaw projects as well as a matrix of our MS4 permitting experience can be found in Relevant Project and References (Section 2) of this proposal. In addition, detailed personal experience of each team member can be found in Project Team and Resumes (Section 4) of this proposal. Our team members are highly qualified and committed to the Town of Sudbury.

4. The consultant has quality references.

√ Highly Advantageous:

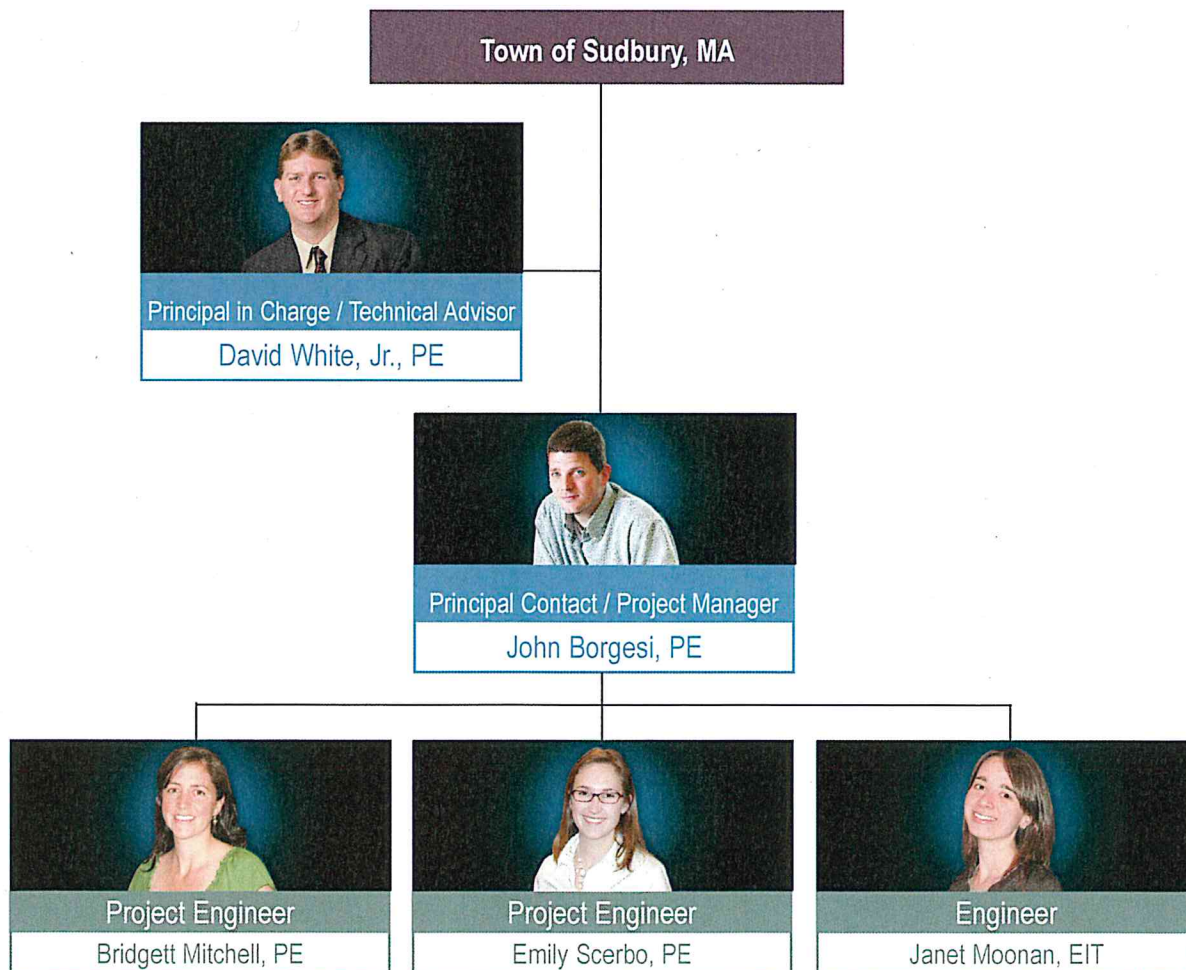
Woodard & Curran has provided four (4) excellent municipal references in the project experience portion of this proposal. We believe that our provided references will attest to our extensive and successful project experience in a "highly advantageous" manner.

Section 4

Project Team &

RESUMES

Woodard & Curran's experts have extensive experience delivering services for a wide range of stormwater projects: from small-scale work to large, complex, multi-service contracts. We have a successful track record of generating innovative and creative solutions that produce successful projects. This team will be dedicated to achieving the desired outcome for the Town of Sudbury. Resumes for each of the individuals presented below, including registrations and certifications are attached on the following pages. The range of hourly rates for personnel expected to be involved in the project is included in the "Required Certifications" section.



DAVID WHITE, JR., PE

PRINCIPAL IN CHARGE / TECHNICAL ADVISOR



Professional Profile

David is a registered professional Civil Engineer (P.E.) with over 20 years of technical and managerial experience in civil-site design. He has managed and participated in the design and permitting of various projects in New England. He has extensive hydraulic and hydrologic expertise gained from designing and implementing measures to address both stormwater quantity and quality concerns. He has experience both using and leading investigations with HEC-1, HEC2, SCS-TR20 and SCS-TR55, SewerGEMS, and HydroCAD to evaluate pre-and post-development conditions and design and implement measures to mitigate flooding, erosion, and water quality impacts. David has been responsible for the development of numerous stormwater management plans, design and assessments of culverts, bridges, and hydraulic control structures, design of stream relocations, in-stream erosion control devices, as well as stream-bank stabilization projects. In addition, he has performed numerous riverine and tidal hydraulic/hydrologic analyses including bridge scour assessments and countermeasure design.

Related Experience

North River Flood Impact Evaluation, Salem, MA. Project Manager for peer review consultant and technical assistant to the City of Salem Engineering Department for the evaluation flood impacts that may arise from the implementation of flood improvements proposed upstream along the North River by the City of Peabody. Project entails advising potential flood and non-flood relate impacts that may result from Peabody's proposal, review of Peabody's regulatory permitting submittals, and assisting negotiations between the Cities of Salem and Peabody to ensure the project will not result in adverse impacts to the City of Salem.

City-Wide Flood Mitigation/Drainage Capital Improvement Program - City of Quincy, MA. Project Manager for the development and implementation of a city-wide capital improvement program to assist the City with remedying flooding within 24 flood-prone areas. The work included, coordination of multiple City department flood damage mitigation claims through FEMA's Post-Disaster Assistance Programs, identification of root cause of repetitive flooding, identification of measures to reduce the frequency, duration and extent of flooding, development of budgetary costs for mitigation measures, screening mitigation measures using FEMA's Benefit Cost Analysis to establish funding grant eligibility, and preparation of Pre-Disaster FEMA Flood Hazard Mitigation Grant applications. The project required coordination and outreach with numerous stakeholders including federal, state, and local agencies as well as many private residents and business owners. The project culminated in the preparation of a 3-year, \$10M Capital Improvement Plan.

Burrage Avenue Drainage Improvement Project – City of Leominster, MA.

Project Manager for a hydrologic/hydraulic analysis to identify measures directed

Education

M.S., Civil Engineering, Northeastern University

B.S., Civil Engineering, University of Massachusetts

Registrations

Registered Professional Engineer, MA, 39880

Registered Professional Engineer, RI, 7381

Licensed Soil Evaluator, MA, SE2582

Licensed Septic System Inspector, MA, SI4661

Professional Associations

American Society of Civil Engineers

Boston Society of Civil Engineers,

Governmental Affairs and Professional Practices Committee

Essex County Highway Association

Massachusetts Highway Association

at reducing flooding within the low lying area of the 233-acre Burrage Avenue/ Mascoma Avenue watershed. A hydrologic/hydraulic computer model was developed to perform the analysis. Using the model, flooding within the area was found to be the result of undersized infrastructure. Four alternatives for mitigating flooding were identified and evaluated. Recommendations to the City included enlarging the size of the existing closed conduit drainage system servicing the flood prone area.

West Street Drainage Improvement Project – City of Leominster, MA.

Project Manager for a hydrologic/hydraulic analysis to identify measures directed at reducing the magnitude and frequency of flooding along West Street in Leominster, Massachusetts. Flooding within the area was found to be the result of undersized infrastructure. Recommendations made to the City for mitigating flooding were directed at enlarging the size of an existing drainage system and constructing additional stormwater infrastructure.

Canal Street Drainage, Sewer and Water Improvements, Salem, MA.

Project Manager for the design and construction of utility improvements along an 8,000 foot length of Canal Street. The work includes, repairs to existing sanitary sewers, replacement of water interconnects, repairs to the roof and walls of a portion of 8-foot high by 10-foot wide, Circa 1900, masonry box, South River Conduit and replacement of the storm drainage collection system. The upgrade to the storm drainage is the first phase of a multi-phase project to mitigate chronic flooding of Canal Street and area businesses and residences.

South River Flooding Study – City of Salem, MA. Project Manager for the evaluation of flooding in the South River drainage basin of Salem. Historic flooding conditions in this watershed have

resulted in chronic home and business evacuations throughout the Canal Street area of the City. The first phase of this investigation was to establish a comprehensive drainage system map, conduct preliminary evaluations of the system's capacity to handle flooding events, identify conditions under which flooding is most prevalent, and to develop a short-term and long-term strategy to mitigate the flooding conditions. The second phase of the investigation involved developing a comprehensive hydrologic/hydraulic (H/H) model with which establish existing and proposed flood profiles for the 10-100 year storm events. This included extensive infrastructure (including up to 8x10 box culverts) cleaning to maximize system capacity, flow metering, city-wide aerial survey and detailed (1' contour) survey within study area), assessment of 3,200 drainage structures using hand-held GPS tools to establish physical and conditional system profile, and flow metering for model calibration, Evaluated various H/H models and selected SewerGEMS to evaluate a 1,430 acre watershed subject to substantial tidal influences. Evaluated 13 alternatives to alleviate flooding and selected comprehensive flood mitigation program consisting of construction of a stormwater pump station and 3 MG underground storage facility, rehabilitating existing stormwater infrastructure, enlarging undersized drainage systems, and constructing flood protection retaining walls.

Quequechan River Bypass Channel Mitigation Project - Fall River, MA.

Project Manager for Phase I of the project to remove nearly a century of accumulated sediment and debris from the Quequechan River Bypass Channel, a major outfall component of Fall River's drinking water supply. The work entail conducting field investigations to determine the amount of sediment and debris to be removed, physical and chemical

characterization of the sediment, and development of the regulatory permitting requirements for the project. A preliminary design of the necessary remedial activities and construction cost estimate was prepared.

Assabet River Bank Restoration - Town of Concord, MA. Project Engineer for the design and permitting activities for the removal of approximately 275 linear feet of the bank of the Assabet River and 4,800 square feet of bordering vegetated wetlands that were impacted by nitrocellulose. Permitting activities were completed under the authority of the Army Corps of Engineers (PGP II Permit), Massachusetts Environmental Policy Act (ENF), Massachusetts Department of Environmental Protection (NOI), Massachusetts Endangered Species Act (Project Review), the Concord Natural Resources Commission (NOI), and Concord zoning bylaws (floodplain and wetland districts and earth removal). The bank removal and restoration plan designed included design details to protect rare species of freshwater mussels regulated by the Massachusetts Natural Heritage and Endangered Species Program. A bio-engineered bank was installed that used a brush-layering technique to incorporate live plant cuttings between lifts of soil wrapped in geotextile fabrics and anchored with stakes and river stone at the base.

JOHN BORGESI, PE

PRINCIPAL CONTACT / PROJECT MANAGER



Professional Profile

John has over 17 years of engineering experience in civil/site stormwater design, landfill design, fueling station design, infiltration and inflow studies, and environmental assessment and remediation projects. He provides field inspection services, scheduling and coordination of construction activities, development of construction cost estimates, and tracking project budgets. He is responsible for managing staff, contracts, assisting with proposal preparation, project cost estimating, tracking project schedules and budgets, and communication with clients and regulatory agencies.

Related Experience

Town of Westford, MA – Peer Review Services. Project Manager for Peer Review services on behalf of the Town of Westford for the Zoning Board of Appeals and Conservation Commission for review of two Comprehensive Permit applications for a proposed 258-unit residential and 168-unit residential 40B developments. Key technical issues during the reviews included on-site wastewater treatment system design, groundwater discharge permit assessment, hydrogeological analysis, site layout and building design including a 1,500 foot access drive bisecting resource areas. Also included was a review of the wetlands and resource area impact analysis, and stormwater management systems design. Presented comments and recommendations at multiple public hearings and reviewed final permits and order of conditions prior to issuance. Currently preparing to perform on-site construction inspection services for the Conservation Commission for the 258-unit project expected to begin in June 2013.

Town of Westford, MA – Peer Review Services. Project Manager for Peer Review services to assist the Town Highway Department respond to nearby abutter claims regarding stormwater discharge onto their property from the Town Highway Garage. Performed a site visit with Highway Superintendent, Town Engineer, and Conservation Agent to review the drainage system and collect photos of existing stormwater flow. Reviewed proposed design documents and as-built of stormwater design system to verify construction and final elevations. Prepared a final comment letter summarizing findings and provided to the Town.

Town of Billerica, MA – Peer Review Services. Project Manager for Peer Review services on behalf of the Town of Billerica for the Conservation Commission, Planning Board, and Board of Health including reviews for Notice of Intent and Site Plan Applications for various projects. Projects include new commercial developments, building additions, and evaluation of the local flood plain jurisdiction (Green Engineering Flood Plain). Review submitted documents, tracked budgets, prepared contract amendments, coordinated with sub-consultants, and prepared comment letters. Worked with Applicant's engineering consultants to streamline review and comment periods and expedite review time while minimizing costs. Presented findings at public hearings and reviewed final permit and order of conditions prior to issuance.

Education

B.S., Civil Engineering, Merrimack College

Registrations

Registered Professional Engineer, MA, 45253

Registered Professional Engineer, RI, 9856

OSHA 40 Hour HAZWOPER Training

OSHA 8 Hour Supervisor Training

OSHA 8 Hour Refresher Training

OSHA 10-Hour Construction Safety

Troxler (Nuclear Gauge) Certified

Radiation Safety Officer

Professional Associations

American Society of Civil Engineers

Boston Society of Civil Engineers

Town of Lexington, MA – MDM Consultants Concord Avenue Roadway Improvements - Stormwater Management and Design.

Project Manager responsible for overseeing the stormwater management, culvert design, and permitting related to the proposed Concord Avenue roadway improvements. Activities included performing a site visit to ascertain the overall condition of the watershed, determine overall runoff patterns, and delineate major contributing watersheds, the preparation of a watershed delineation plan outlining the major contributing watersheds, setup of a hydraulic model using HydroCAD, determining the applicability of the MA DEP Stormwater Management Standards and design criteria, determining the requirements if any in accordance with the local stormwater by-law, determining the size of major stormwater control components (water quality volumes and flood attenuation volumes), and evaluating potential sites within the watershed area for installation of possible stormwater control (quality and quantity) features. A summary letter and supporting plans were prepared and submitted informally to the local conservation commission for consideration and discussion before moving forward with a formal design and permit application.

Town of Billerica, MA – Construction Inspection Services.

Project Manager responsible for assisting with construction site inspections and attending monthly construction meetings for a commercial development and observe compliance with construction plans and issued Order of Conditions. Activities included inspecting erosion and sedimentation controls and identify areas that require repair; inspect stormwater system construction including pocket wetlands, sediment forebays, drainage swales, proprietary treatment chambers, proprietary infiltration basins, and catch basins; and document construc-

tion progress for the Town of Billerica Conservation Commission, Planning Board, and Board of Health. Also reviewed as-built information and provided comments prior to final paving. Tracked budget status, prepared scope of work amendments, and attended public hearings related to the use of asphalt, brick, and concrete (ABC) rubble within the resource areas.

City of Leominster, MA – Engineering services.

Served as Project Manager for various peer reviews of private site developments, subdivisions, and offsite improvements in connection with site developments. Duties include review of erosion and sedimentation controls, grading, parking, stormwater management, sanitary sewers, water distribution, groundwater resource protection, and general civil engineering, including the scheduling and coordination of subconsultant reviews for traffic impact assessments.

Town of Winthrop, MA – Stormwater Design.

Project Manager responsible for overseeing the evaluation of an existing drainage system at Ingleside Park and surrounding areas and design of the recommended infrastructure improvements. The design included hydraulic evaluation of a 130+ acre watershed and replacement of major drainage trunk line and other drainage infrastructure improvements as well as recommendations for on-going maintenance to existing infrastructure.

Lexington Stream Management Plan Implementation, MA – Stormwater Design.

Project Manager responsible for overseeing the hydraulic analysis and conceptual design of two projects: an approximate 280' closed drainage system to be restored to a natural open stream channel and replacing an existing 24" culvert stream crossing with an open bottom bridge. A final report is currently being prepared and will be presented to

the Town with proposed recommendations and estimated construction costs. Final report will also be presented to local stake holders and public outreach group for comments and suggestions prior to moving to the design phase of the project.

Town of Manchester-by-the-Sea – Design/Permitting Services.

Project Manager responsible for overseeing the preparation of Phase IV Remedy Implementation Plan in accordance with the Massachusetts Contingency Plan (MCP) including preparing a soil excavation and consolidation plan, proposed soil cap and final grading plan, and restoration plan including construction details. Also attended meetings with the Town and nearby residents to present the proposed design and collect comments and suggestions. Currently assisting with the permitting of the construction activities associated with proposed remedial activities for the approximate 2.6 acre disposal site. Overseeing the preparation of the following permits and acting as the certifying engineer: Massachusetts Wetlands Protection Act - Notice of Intent; MassDEP – 401 Water Quality Certificate;

BRIDGET MITCHELL, PE

PROJECT ENGINEER



Professional Profile

Bridget has 11 years of civil engineering experience providing permitting, design, planning, and construction services for public and private clients. She specializes in stormwater management design and permitting site/civil work. Recent experience includes stormwater design and permitting of a landfill closure design, stormwater evaluation of a proposed open stream channel, permitting construction activities associated with proposed remedial activities in accordance with the Massachusetts Contingency Plan (MCP), performing a stormwater system evaluation including design and development of recommendations, and evaluating permitting needs for stream restoration work.

Related Experience

Town of Westford, MA – Peer Review Services. Project Engineer for Peer Review services on behalf of the Town of Westford for the Zoning Board of Appeals and Conservation Commission for review of a Comprehensive Permit application for a proposed 258-unit residential 40B development. Key technical issues during the review included on-site wastewater treatment system design, groundwater discharge permit assessment, hydrogeological analysis, site layout and building design including a 1,500 foot access drive bisecting resource areas, wetlands and resource area impact analysis, and stormwater management systems design. Attended public hearings to present findings from review.

Town of Billerica, MA – Peer Review Services. Project Engineer for Peer Review services on behalf of the Town of Billerica for the Conservation Commission, Planning Board, and Board of Health review for Notice of Intent and Site Plan Applications for various projects. Projects include new commercial developments, building additions, and evaluation of the local flood plain (Green Engineering Flood Plain) at project sites.

Town of Billerica, MA – Construction Inspection Services. Project Engineer responsible for attending weekly construction meetings and performing construction site inspections to observe compliance with plans and permit approvals; inspect erosion and sedimentation controls and identify areas that require repair; inspect stormwater system construction including pocket wetlands, sediment forebays, drainage swales, proprietary treatment chambers, proprietary infiltration basins, and catch basins; review as-built information and provide comments; and document construction progress for the Town of Billerica Conservation Commission, Planning Board, and Board of Health at two project sites: the Lynnway Auto site where 17 acres were being developed for auto auction facility and the Village at Fox Run Phase II, which involved development of a 21 unit townhouse residential complex.

Education

B.S., Civil & Environmental Engineering,
University of Massachusetts at
Amherst
M.S., Environmental Engineering,
University of Massachusetts at
Amherst

Registrations

Registered Professional Engineer, MA,
49896
OSHA 40 Hour HAZWOPER Training
OSHA 8 Hour Refresher Training
OSHA 10-Hour Construction Safety

Professional Associations

American Society of Civil Engineers
Chi Epsilon - Honor Society of Civil
Engineers

Water Service Line Clients – Permitting Services. Project Engineer responsible for scoping required permits and preparing and obtaining those permits for numerous projects including, but not limited to building additions, infrastructure improvements, and work within a river. Permits sought through local conservation commissions, the Massachusetts Department of Environmental Protection (MassDEP), U.S. Army Corps of Engineers, and the Massachusetts Division of Fisheries and Wildlife.

Town of Winthrop, MA – Stormwater Design. Project Engineer responsible for evaluating an existing drainage system at Ingleside Park and surrounding areas and design of the recommended infrastructure improvements. The design included hydraulic evaluation of a 130+ acre watershed and replacement of major drainage trunk line and other drainage infrastructure improvements as well as recommendations for on-going maintenance to existing infrastructure.

Lexington Stream Management Plan Implementation, MA – Stormwater Design. Project Engineer responsible for hydraulic analysis and conceptual design of two projects: an approximate 280' closed drainage system to be restored to a natural open stream channel and replacing an existing 24" culvert stream crossing with an open bottom bridge. Currently preparing a letter report summarizing our recommendations and including estimated construction costs for presenting to the Town and local stakeholders.

Lexington Stream Management Plan, MA – Stream Evaluation. Project Engineer responsible for evaluating permitting needs for stream restoration work and developing standard operating procedures for stream work. Other tasks included evaluating and recommending potential opportunities for stormwater ret-

rofit best management practices (BMPs) in the downtown area.

Town of Manchester-by-the-Sea – Permitting Services. Project Engineer responsible for permitting construction activities associated with proposed remedial activities in accordance with the Massachusetts Contingency Plan (MCP) at an approximate 2.6 acre disposal site. Preparations of the following permits are currently underway: Massachusetts Wetlands Protection Act - Notice of Intent; MassDEP – 401 Water Quality Certificate; Massachusetts Environmental Policy Act – Environmental Notification Form; and U.S. Army Corps of Engineers Category 2 Programmatic General Permit.

Town of Maynard, MA – Stormwater Program Assistance. As required by EPA's Phase II Small MS4 General Permit, prepared the Town's Permit Year 8 Annual Report for submittal to the EPA and MassDEP. Assessed Town's compliance with requirements of Phase II Program and coordinated with Town staff to detail stormwater management activities conducted in Year 8.

Waverly Road Drainage Collection System, North Andover, MA – Stormwater Design. Project Engineer responsible for evaluating existing stormwater runoff conditions and designing stormwater improvements to mitigate downstream flooding conditions along Waverly Road.

Cranston Sanitary landfill, Cranston, RI – Stormwater Design. Project Engineer responsible for stormwater evaluation and design of an approximate 40 acre landfill cap, evaluation of an existing culvert receiving stormwater flow from the landfill and associated project permitting.

Allied Recycling, Inc., Walpole, MA – Stormwater Design. Project Engineer responsible for conceptual stormwater

design and permitting evaluation of an 8 acre recycling facility. Assisted with coordinating the permitting requirements with the local conservation commission and evaluating the need for other local and state permits.

Bay Path College, Longmeadow, MA –Water Design and Analysis. Project Engineer responsible for project management of multiple projects, evaluation of existing campus water distribution system and recommending improvements/expansions, and water service design for multiple campus buildings.

Town of Deerfield, MA – Stormwater Committee member. As a Committee member, Bridget participated in developing a stormwater bylaw and regulations for the Town of Deerfield.

EMILY SCERBO, PE

PROJECT ENGINEER



Professional Profile

Emily has 10 years of experience providing engineering design and planning services on a wide range of projects for municipalities and commercial clients. She supports communities in meeting the U.S. Environmental Protection Agency's Phase II stormwater requirements and is passionate about identifying creative solutions to water resources challenges through improved stormwater management (e.g., Low Impact Development retrofits in urbanized areas, improved local standards for development). Recent experience includes developing and implementing stormwater management regulations for a number of municipalities; conducting outfall screening to identify illicit discharges to the storm sewer; performing a preliminary feasibility study for a stormwater utility; and conducting training sessions for municipal staff on a variety of stormwater topics. Emily is known in Massachusetts as a stormwater management expert. Most recently, Emily was one of three stormwater consultants selected by the Metropolitan Area Planning Commission (MAPC) to participate in developing a Stormwater Utility Starter Kit.

Related Experience

Town of Bedford, MA – Stormwater Management Bylaw and Regulations.

Worked closely with the Town Staff to develop a stormwater bylaw to regulate illicit discharges and illegal dumping, construction site stormwater runoff, and post-construction stormwater runoff in new development and redevelopment. Presented the bylaw to the Town Selectmen and supported presentation of the bylaw at Town Meeting. Developed draft Regulations and prepared a brochure educating the public about the bylaw requirements, impacts of stormwater pollution and illicit discharges.

Town of Billerica, MA – Stormwater By-laws and Regulations. Prepared two by-laws and associated regulations to address construction site and post-construction runoff and illicit discharges to the municipal storm drain. Facilitated monthly meetings with the project Working Group, consisting of representatives from the Conservation Commission, Planning Board, Board of Health, Department of Public Works, and Building Department. Also facilitated several meetings with an Advisory Group with additional local stakeholders and decision makers to gain input prior to Town Meeting. Conducted public education campaign and outreach to decision makers and local boards and commissions. Presented the new by-laws at Fall Town Meeting where the by-laws were adopted.

City of Salem, MA – Urban Stormwater and Low Impact Development Model Ordinance and Regulations and Best Development Practices Guidebook.

Secured a grant from the Coastal Zone Management (CZM) Coastal Nonpoint Source Grant Program – FY'05 to fund the development of an ordinance to address nonpoint source related water quality challenges in Salem and prepare a Guidebook to facilitate cooperation between residents, developers and the City Boards in

Education

B.S., Environmental Engineering, Tufts University

Registrations

Registered Professional Engineer, MA, 47400

OSHA 8 Hour Refresher Training, MA
OSHA 40 Hour HAZWOPER Training, MA

Professional Associations

New England Water Environment Association
Water Environment Federation

Publications and Presentations

Scerbo, Emily and Moonan, Janet. "Get the Download: Local Stormwater Bylaws." Presented at the New England Water Environment Association, 2012 Annual Conference & Exhibit, Boston, MA. January 24, 2012.

Scerbo, Emily. "Creating Watershed Protections synergy through Stormwater Management." Presented at the New England Water Works Association, 2011 Spring Joint Regional Conference & Exhibition, Worcester, MA. March 30, 2011.

Murphy, Thelma and Scerbo, Emily. "Massachusetts Small MS4 Program: Understanding the New Regulations." Presented at the Massachusetts Highway Association 2010 Annual Meeting, West Boylston, MA. May 6, 2010.

complying with the new Ordinance. Coordinated and led meetings with town staff and CZM. Prepared draft and final documents with assistance from CZM staff.

Town of Westford, MA – Stormwater & LID By-law and Regulations. Through the FY'07 Massachusetts Smart Growth Technical Assistance Grant Program, drafted a by-law and regulations to address construction site and post-construction runoff while encouraging the use of Low Impact Development (LID) techniques. Coordinated and led the Stormwater By-law Technical Committee, which consisted of the Smart Growth Advisory Committee, the Asst. Town Manager, and members of the Conservation Commission, Engineering Department, and Planning Board. Worked with Town staff to revise and adopt bylaw and regulations, including presentation to the Planning Board.

Annual Reporting. Assisted the following communities with preparation and submittal of the Annual Report required under the 2003 Small MS4 General Permit; Leominster, Salem, Boylston, Quincy, North Andover, Danvers, and Billerica. Report development includes meetings with municipal staff and relevant stakeholders to document stormwater management activities performed, assessment of the community's compliance with permit requirements, delivery of the report to EPA and MassDEP, and compilation of documentation for the community's records.

Town of Billerica, MA – Stormwater Master Planning. Provided on-going assistance with all aspects of the Towns NPDES Small MS4 Stormwater Management Plan. Brought multiple town departments together, including DPW, Highway, Engineering, Board of Health, Conservation, and Planning, for stormwater compliance efforts. Managed illicit discharge detection investigations,

improvements to GIS-based Asset Management Program, and improvements to municipal Good Housekeeping measures.

Town of Danvers, MA – Sustainable Stormwater Funding Study. Worked with the Town to evaluate Danvers' current and future stormwater program priorities and costs and estimate a preliminary equivalent residential unit (ERU) and projected revenue generated with an impervious-based user fee. Presented study findings to a group of stakeholders, identified potential pitfalls and risks, and recorded end-of-study attitudes toward a stormwater user fee.

Town of Danvers, MA – DPW and MS4 Program Compliance Audit. Reviewed the Town's current stormwater management program using the 2003 MS4 General Permit and EPA's 2007 MS4 Program Evaluation Guidance in order to identify and assess the stormwater management requirements the Town is addressing. Conducted an environmental compliance assessment of the physical infrastructure and activities at the DPW Facility. Made recommendations for potential corrective actions and program improvements.

Town of Billerica, MA – SWPPP, Good Housekeeping Operations and Maintenance BMPs, and Training. Developed a SWPPP and good housekeeping guidance for the Department of Public Works, Recreation Department, Police Department, Fire Department, and School Department. Within the SWPPP, provided a set of BMPs for typical municipal operations and facility activities to reduce and eliminate pollution from entering the Town's stormwater drainage system. Reviewed and inventoried Town operations and activities at numerous Town-owned or operated facilities to select applicable BMPs, including those related to winter de-icing and snow removal, materials management,

hazardous material storage, vehicle fueling, maintenance, and storage, vehicle washing, spill prevention and response, lawn and grounds maintenance, street and parking lot sweeping, catch basin cleaning and other stormwater maintenance, pet waste and litter, and mosquito control. Provided training to educate the Town's DPW and highway staff on SWPPP.

Town of North Andover, MA - SWPPP and Training. Developed a Stormwater Pollution Prevention Plan for the Town's DPW facility that meets requirements of EPA's proposed General Permits for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems in Massachusetts North Coastal Watersheds ("North Coastal Phase II Small MS4 General Permit"). As part of developing the SWPPP, performed a site visit to identify potential pollutant sources. Prepared a training program and provided one session of the required implementation training at the DPW facility for all employees responsible for implementing activities identified in the SWPPP.

Town of Westford, MA – Illicit Discharge Detection and Elimination Plan and IDDE Training. Developed an IDDE Plan that meets the requirements of the 2003 MS4 General Permit and sets up sections for compliance with the draft 2010 MS4 General Permit. Plan included assessment of non-stormwater discharges, town's legal authority, IDDE program responsibilities, prioritization of areas for IDDE, systematic process for finding and removing illicit connections, IDDE prevention procedures, indicators of IDDE progress, and record keeping. Trained municipal employees from numerous departments, boards, and commissions on basic information on the Town's Stormwater Program, identification on illicit discharges, and what to do when an illicit discharge is found.

JANET MOONAN, EIT ENGINEER



Professional Profile

Janet has over six years of experience providing engineering design and planning services on an array of projects for public and private clients. She has developed wastewater plans, water resources and stream management plans, long-term infrastructure need plans, and assisted clients with meeting various local, state, and federal permit requirements. Janet has a special interest in working closely with communities to develop creative solutions to stormwater and wastewater needs with consideration for budget constraints and local priorities. Recently she has been focused on assisting numerous communities with meeting various requirements of EPA's Small Municipal Separate Storm Sewer System (MS4) Stormwater Program by developing and implementing public education materials; illicit discharge detection and elimination programs; stormwater ordinances, bylaws, and regulations; good housekeeping assessments; employee training programs; and program record keeping and reporting. In addition, she has over two years of experience working at EPA Boston, supporting EPA's Stormwater Program and writing municipal and industrial NPDES permits.

Related Experience

Town of Bedford, MA – Stormwater Management Bylaw and Regulations.

Worked closely with the Town Staff to develop a stormwater bylaw regulations to regulate illicit discharges and illegal dumping, construction site stormwater runoff, and post-construction stormwater runoff in new development and redevelopment. Addressed comments from various boards and departments, presented the bylaw to the Town Selectmen, and supported presentation of the bylaw at Town Meeting. Also prepared a brochure educating the public about the bylaw requirements, impacts of stormwater pollution and illicit discharges.

Town of Billerica, MA – Implementation of Stormwater Management Bylaw.

Developed permit application, inspection, reporting, and other forms for practical long term tracking solutions to support implementation of Town's Stormwater Management Bylaw and Regulations. Proposed revisions to Town's fee schedule to cover the Stormwater Management permitting process.

Annual Reporting. Met with municipal staff and stakeholders to prepare the Annual Report required under the 2003 Small MS4 General Permit. Assessed the community's compliance with permit requirements, delivered the report to EPA and MassDEP, and compiled documentation for the community's records.

Bedford
Lexington
Maynard
Manchester-by-The-Sea
Quincy
Winthrop

Education

B.S., Civil Engineering, Worcester
Polytechnic Institute
M.ENG., Environmental and Water
Resources Engineering, Tufts
University

Registrations

Engineer In Training, MA

Professional Associations

American Society of Civil Engineers
Boston Society of Civil Engineers
New England Water Environment
Association
Water Environment Federation
Association of Watershed & Stormwater
Professionals

Publications and Presentations

Moonan, Janet, and Henderson, Zach.
"Lexington, MA: Stream Restoration and
Wetlands Enhancement in an Urban
Environment: A Plan to Get it Done" New
England Water Environment Association,
2012 Stormwater Specialty Seminar,
Hartford, CT on May 2, 2012.

Scerbo, Emily and Moonan, Janet.
"Get the Download: Local Stormwater
Bylaws." New England Water
Environment Association, 2012 Annual
Conference & Exhibit, Boston, MA
January 24, 2012.

Town of Lexington, MA – MDM Consultants Concord Avenue Roadway Improvements - Stormwater Management and Design.

Engineer responsible for overseeing the stormwater management, culvert design, and permitting related to the proposed Concord Avenue roadway improvements. Activities included performing a site visit to ascertain the overall condition of the watershed, determine overall runoff patterns, and delineate major contributing watersheds, the preparation of a watershed delineation plan outlining the major contributing watersheds, setup of a hydraulic model using HydroCAD, determining the applicability of the MA DEP Stormwater Management Standards and design criteria, determining the requirements if any in accordance with the local stormwater by-law, determining the size of major stormwater control components (water quality volumes and flood attenuation volumes), and evaluating potential sites within the watershed area for installation of possible stormwater control (quality and quantity) features. A summary letter and supporting plans were prepared and submitted informally to the local conservation commission for consideration and discussion before moving forward with a formal design and permit application.

Town of Lexington, MA – Illicit Discharge Detection and Elimination Plan. In response to an Administrative Order from EPA, coordinated with Town and EPA staff to prepare an IDDE Plan that meets requirements of the 2003 MS4 General Permit and integrates anticipated requirements of EPA's next MS4 General Permit, and requirements of EPA's Order.

Town of Lexington, MA – Stream Management Plans for the Charles River Watershed and the Shawsheen River Watershed. Worked with municipal staff and stream stewards to evaluate

watersheds and locate problem areas in waterbodies and drainage infrastructure. To address problems identified, prepared a long-term prioritized plan for maintenance and improvement of the drainage networks, including O&M procedures. All recommendations were coordinated with requirements of EPA's 2003 Phase II Small MS4 General Permit requirements and the draft 2010 Phase II Small MS4 General Permit. Plan also identified permits required, a permitting approach, and potential funding strategies.

Town of Westford, MA – Illicit Discharge Detection and Elimination Plan and IDDE Training. Developed an IDDE Plan that meets the requirements of the 2003 MS4 General Permit and sets up sections for compliance with the pending new MS4 General Permit. Trained municipal employees from numerous departments, boards, and commissions on basic information on the Town's Stormwater Program, identification on illicit discharges, and what to do when an illicit discharge is found.

Town of Westford, MA – Outfall Sampling. Conducted dry-weather stormwater outfall investigation and sampling as a component of the Town's Illicit Discharge Detection and Elimination (IDDE) program to achieve compliance with the Small MS4 General Permit.

Town of Westford, MA – Stony Brook and Nashoba Brook Watershed Action Plan. Through the Massachusetts Smart Growth Technical Assistance grant program, prepared a Watershed Action Plan for two small brooks in Westford. The plan included a GIS-based assessment of current sources of pollution in each sub-watershed, compilation of water quality monitoring data from multiple sources, and development of a 5-year action plan. Attended public meetings with the Smart Growth Advisory Committee to obtain input throughout the project.

Town of Maynard, MA – Pollution Prevention & Good Housekeeping Plan, DPW Audit, and Training.

Developed pollution prevention and good housekeeping procedures for the Town to implement in accordance with the 2003 MS4 General Permit. Reviewed and inventoried Town operations and activities at numerous Town-owned or operated facilities and identified applicable BMPs for each facility. Developed tracking forms for catch basin cleaning, drainage work (e.g. catch basin and manhole repairs, drain line flushing), and street sweeping. Developed and provided a training workshop for municipal employees to review Town's stormwater management program and the BMPs developed for stormwater management in municipal operations.

Lowell Regional Wastewater Utility, Lowell, MA – Preliminary Layout and Costs for Structural Stormwater Best Management Practices (BMPs).

Built upon previous site planning work by refining sizing, layout, and costs for design and installation of three bio-retention systems. These BMPs will reduce and treat stormwater runoff from paved areas (roadways and parking areas), thereby mitigating pollution of the Merrimack River.

Town of Tyngsborough, MA – Compliance Services for Department of Public Works facility's NPDES Industrial Multi-Sector General Permit.

Reviewed activations at DPW facility and developed a Stormwater Pollution Prevention Plan (SWPPP) based on requires of EPA's NPDES Multi-Sector General Permits for Stormwater Discharges Associated with Industrial Activity (MSGP).

Required Certifications

Massachusetts Municipal 2013 Rate Schedule



Consultant Personnel	
Labor Category	Hourly Rate
I. Support Services	
- Administrative	\$55
- Drafter	\$71
- Project Assistant	\$85
II. Professional Services	
- Technician	\$78
- GIS Analyst/ Consultant	\$80
- Technician 2/ Inspector	\$82
- Scientist/ Technical Service Specialist 1/ Operations Specialist	\$85
- Engineer 1/ Geologist 1/ Control System Engineer/ GIS Developer	\$95
- Resident Engineer/ Engineer 2/ Geologist 2/ Scientist 2/ Geologist 3/ Scientist 3/ Designer	\$105
- Engineer 3/ Technical Service Specialist 2/ Senior Designer	\$115
- GIS App Developer/ Project Technical Specialist	\$130
- Project Engineer/ Project Geologist/ Project Scientist/ Assistant Planner/ GIS App Developer 2	\$130
- Project Geologist 2	\$133
- Project Engineer 2/ Project Scientist 2	\$140
- Senior Project Engineer/ Project Manager/ Technical Leader	\$150
<p>This Rate Schedule is confidential and for customer internal use only. W&C reserves the right to adjust billing rates each March 1st, by an average of 5%.</p>	

EXPENSE CATEGORY

Travel ¹	.555/mile
Out of Pocket (consumable field supplies, etc.)	At Cost
Records from Outside Sources	At Cost
Subcontracts (lab tests, drilling, etc.)	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Postage, fax, photocopy, telephone	4% of Labor Cost

1. Mileage rate will change as the federal allowable rate is modified.

TOWN OF SUDBURY

CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Tax ID # 01-0363222
Social Security Number, or
Federal Identification Number

David A White
Signature of Individual, or
Corporation Name

By: David White Jr., Principal In Charge
Corporate Officer & Title (if applicable)

AFFIX CORPORATE SEAL



TOWN OF SUDBURY

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid, or proposal, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

David A. White

Signature of Individual, or
Corporation Name

By: David White Jr., Principal In Charge
Corporate Officer & Title (if applicable)

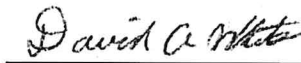
AFFIX CORPORATE SEAL



TOWN OF SUDBURY
NON-DISCRIMINATION AND AFFIRMATIVE ACTION
CERTIFICATION

The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 et.seq., or any amendments to these provisions.

Pursuant to Executive Orders 227 and 246, the Contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The Town of Sudbury shall not be liable for any costs associated with the Contractor's defense of claims of discrimination.


(Signature)

David White Jr., Principal In Charge
(Name of Person Signing Proposal)

Woodard & Curran
(Name of Business)

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

40 Shattuck Road
Suite 110
Andover, Massachusetts 01810
www.woodardcurran.com

T 866.702.6371
T 978.557.8150
F 978.557.7948



Woodard & Curran Conflict of Interest Statement

Per the proposal submission requirements, Mr. Craig Blake, a Vice President and Stockholder of Woodard and Curran, currently serves on two committees in the Town of Sudbury as a "special town employee". Mr. Blake is currently the Chairman of the Route 20 Sewer Citizen Advisory Committee and a member of the Sudbury Permanent Building Committee.

AGENDA REQUEST – Item #12

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *February 8, 2014*

Requestor: *Hal Cutler, Co-Chair
Sudbury Celebrates 375/Sudbury Day Committee*

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

Vote to accept, on behalf of the Town, a gift of \$100 for use by the Sudbury Celebrates 375/Sudbury Day Committee celebration

Financial impact expected: *N/A*

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

Recommendations/Suggested Motion/Vote: *Vote to accept, on behalf of the Town, a gift of \$100 from the Villagers for use by the Town of Sudbury for the purpose of the Sudbury Celebrates 375/Sudbury Day Committee celebration, and may be used for another similar purpose as authorized by the Board of Selectmen in the event that all funds are not expended at the conclusion of the aforementioned celebration.*

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *February 25, 2014*

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)
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The donor hereby gives the sum of \$ 100.00 for use by the Town of Sudbury for the purpose of the Sudbury Celebrates 375/Sudbury Day celebration and may be used for another similar purpose as authorized by the Board of Selectmen in the event that all funds are not expended at the conclusion of the aforementioned celebration.

Harold R Cutler
Donor's signature

The Villagers
Print Donor's name
February 8, 2014
Date

This donation is the speaker's fee paid by The Villagers to Hal Cutler (but not requested by Hal Cutler) following his presentation of a slide show "Puritans Make a Village" to that group at the Goodnow Library on February 8, 2014. Please treat this money as a donation from The Villagers.

AGENDA REQUEST - Item #13

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *February 7, 2014*

Requestor: *William E. Kneeland Jr., 43 Pennymeadow Rd*

Action requested: **CONSENT CALENDAR**
Approval of a one-day Wine and Malt Beverages License

Financial impact expected: *\$25 to General Fund*

Background information: *Requested information provided with the exception of Certificate of Liability. Building Inspector, Police and Fire Departments expressed no issues. (Pending approval from Board of Health; director out of office as of 1/21.)*

Recommendations/Suggested Motion/Vote:

Vote to grant a 1-day Wine & Malt license to William Kneeland, to accommodate a Knights of Columbus fundraiser on Saturday, March 15, 2014 from 6:00 PM to 11:00 PM at Our Lady of Fatima Parish hall, 160 Concord Road, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *February 25, 2014*

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

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



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2014 FEB -7 P 12:19
Mynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
Fax: 978-639-3381
Email: selectmen@sudbury.ma.us

APPLICATION FOR ONE-DAY LIQUOR LICENSE

Non-profit organizations hosting an event in Sudbury are eligible to apply for a one-day liquor license. Application processing can take up to four weeks as approval from the Fire, Police, Building and Board of Health departments are required prior to Board of Selectmen approval. Processing begins after all required materials are received, so please plan accordingly.

Name of applicant: William E. Kneeland Jr

Address of applicant: 43 Pennymeadow Rd., Sudbury, MA 01776

Phone: 978-443-5457 Email: w.kneeland@neu.edu

Organization Name: Knights of Columbus Council #5188

Name & Purpose of Event: FUNDRAISER FOR KNIGHTS OF COLUMBUS COUNCIL
#5188 CHARITY FUND AND ACTIVITIES

ST PATRICK'S DAY DINNER / DANCE

License Type Requested: ☒ \$25 Wine & Malt - OR - ☐ \$35 All Alcohol

Event Date: MARCH 15, 2014

Event Time: 6:00 PM to 11:00 PM

Event Venue & Address: OUR LADY OF FATIMA PARISH HALL
160 Concord Road, Sudbury, MA 01776

Documents Enclosed:

- ☐ Certificate of Liability naming the Town of Sudbury IN PROCESS
- ☒ Proof of bartender(s) training/certification
- ☒ Application fee: \$25 Wine & Malt or \$35 All Alcohol. Check payable to Town of Sudbury.

Please submit completed application and materials to:

Board of Selectmen
278 Old Sudbury Rd.
Sudbury, MA 01776
Fax: 978-443-0756
Email: BOSSadmin@sudbury.ma.us

2/7/14
Date

William E Kneeland Jr
Applicant Signature

This is your Official TIPS® Certification Card.

Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

Congratulations!

By successfully completing the TIPS (Training for Intervention Procedures) program, you have taken your place in the forefront of a nationwide movement to reduce the tragedies resulting from the misuse of alcohol. We value your participation in the TIPS program.

You will help to provide a safer environment for your patrons, peers and/or colleagues by using the techniques you have learned and taking a positive approach towards alcohol use.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 703-524-1200. Thank you for your dedication to the responsible sale and consumption of alcohol.

Sincerely,



Adam F. Chafetz
President, HCI

IMPORTANT: Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS. For assistance or additional information, contact Health Communications, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.



TIPS On Premise 2.0

SSN:

XXX-XX-XXXX

Issued: 10/3/2013

Expires: 10/3/2016

ID#: 3581134

D.O.B.: XXXXXXXXX

William E. Kneeland
43 Pennymeadow Rd
Sudbury, MA 01776-2222

For service visit us online at www.gettips.com

Golden, Patricia

From: Frank, Leila
Sent: Tuesday, February 11, 2014 1:52 PM
To: Golden, Patricia
Subject: One-Day Liquor App: Knights of Columbus Application
Attachments: Knights of Columbus_St Patricks Day Dinner.pdf

Hi Patty,

Please see attached the application materials received for a one-day wine & malt license for the Nights of Columbus. The event date is 3/15/14. We have received payment, and TIP training proof and Bill told me that he'd have the certificate of liability for us this week.

The license, should the BOS decide to issue it, is saved here: [G:\LICENSES\One Day Licenses Issued\2014\01 Knights of Columbus St Patricks Dinner.doc](#)

Thank you,
Leila

Leila S. Frank
Town of Sudbury, Office of Town Manager/Board of Selectmen
Office Supervisor
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3380
Fax) 978-443-0756

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

Golden, Patricia

From: Miles, William
Sent: Monday, February 17, 2014 9:33 AM
To: Golden, Patricia
Cc: Nix, Scott; Grady, Robert; Whalen, John; Leupold, Bob; Herweck, Mark
Subject: Re: One-Day Liquor App: Knights of Columbus Application (3/15/14)

Hi Patty,

The Fire Department has no issues with this event.

Bill

Sent from my iPhone

> On Feb 14, 2014, at 4:32 PM, "Golden, Patricia" <GoldenP@sudbury.ma.us> wrote:
>
> Good afternoon, this is the last email from me today (I promise).
>
> Could you please review the attached application for a 1-day liquor license from the Knights of Columbus. Their event is Saturday, March 15, 2014 at Our Lady of Fatima Parish.
> Since this is scheduled for the 2/25 Selectmen's agenda, if you could please respond with your input by Thursday Feb. 20, would be appreciated.
>
> Thank you and have a good weekend.
>
> Patty Golden
> Senior Admin Asst to the Town Manager
> Town of Sudbury
> Ph: 978-639-3382
> Fax: 978-443-0756
> www.sudbury.ma.us
>
> When writing or responding, please be aware the Secretary of State has
> determined that e-mail is a public record and thus not confidential
>
>
>
> From: Frank, Leila
> Sent: Tuesday, February 11, 2014 1:52 PM
> To: Golden, Patricia
> Subject: One-Day Liquor App: Knights of Columbus Application
>
> Hi Patty,
>
> Please see attached the application materials received for a one-day wine & malt license for the Nights of Columbus. The event date is 3/15/14. We have received payment, and TIP training proof and Bill told me that he'd have the certificate of liability for us this week.
>
> Thank you,
> Leila
>
> Leila S. Frank

Golden, Patricia

From: Nix, Scott
Sent: Monday, February 17, 2014 9:31 AM
To: Golden, Patricia; Grady, Robert; Miles, William; Whalen, John; Leupold, Bob; Herweck, Mark
Subject: RE: One-Day Liquor App: Knights of Columbus Application (3/15/14)

Patty,

We do not have an issue with this event.

Scott

Respectfully,

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

From: Golden, Patricia
Sent: Friday, February 14, 2014 4:27 PM
To: Nix, Scott; Grady, Robert; Miles, William; Whalen, John; Leupold, Bob; Herweck, Mark
Subject: FW: One-Day Liquor App: Knights of Columbus Application (3/15/14)

Good afternoon, this is the last email from me today (I promise).

Could you please review the attached application for a 1-day liquor license from the Knights of Columbus. Their event is Saturday, March 15, 2014 at Our Lady of Fatima Parish.

Since this is scheduled for the 2/25 Selectmen's agenda, if you could please respond with your input by Thursday Feb. 20, would be appreciated.

Thank you and have a good weekend.

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

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

From: Frank, Leila
Sent: Tuesday, February 11, 2014 1:52 PM
To: Golden, Patricia
Subject: One-Day Liquor App: Knights of Columbus Application

Golden, Patricia

From: Herweck, Mark
Sent: Tuesday, February 18, 2014 8:31 AM
To: Golden, Patricia; Nix, Scott; Grady, Robert; Miles, William; Whalen, John; Leupold, Bob
Subject: RE: One-Day Liquor App: Knights of Columbus Application (3/15/14)

Hi Patty; The Building Department has no issues with this event.

From: Golden, Patricia
Sent: Friday, February 14, 2014 4:27 PM
To: Nix, Scott; Grady, Robert; Miles, William; Whalen, John; Leupold, Bob; Herweck, Mark
Subject: FW: One-Day Liquor App: Knights of Columbus Application (3/15/14)

Good afternoon, this is the last email from me today (I promise).

Could you please review the attached application for a 1-day liquor license from the Knights of Columbus. Their event is Saturday, March 15, 2014 at Our Lady of Fatima Parish.

Since this is scheduled for the 2/25 Selectmen's agenda, if you could please respond with your input by Thursday Feb. 20, would be appreciated.

Thank you and have a good weekend.

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

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

From: Frank, Leila
Sent: Tuesday, February 11, 2014 1:52 PM
To: Golden, Patricia
Subject: One-Day Liquor App: Knights of Columbus Application

Hi Patty,

Please see attached the application materials received for a one-day wine & malt license for the Nights of Columbus. The event date is 3/15/14. We have received payment, and TIP training proof and Bill told me that he'd have the certificate of liability for us this week.

Thank you,
Leila

Leila S. Frank
Town of Sudbury, Office of Town Manager/Board of Selectmen
Office Supervisor
278 Old Sudbury Road
Sudbury, MA 01776

Golden, Patricia

From: Korman, Michele
Sent: Friday, February 21, 2014 10:26 AM
To: Golden, Patricia
Subject: RE: One-Day Liquor App: Knights of Columbus Application (3/15/14)

Hi Patty,

So sorry about just getting back to you on this, Bob has been on vacation this week, he is expected back in next Tuesday, February 25.

If I speak with him today at any point, I will run this by him and get back to you.

~Michele

~Michele Korman
Sudbury Board of Health
kormanm@sudbury.ma.us
Monday-Friday
8:00am-3:00pm
(978) 440-5479

From: Golden, Patricia
Sent: Friday, February 21, 2014 10:19 AM
To: Korman, Michele
Subject: FW: One-Day Liquor App: Knights of Columbus Application (3/15/14)

Hi Michele,
Is Bob out of the office today? I need a quick response from him on this agenda item for the Tuesday's BOS meeting.

Thank you.

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

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

From: Golden, Patricia
Sent: Thursday, February 20, 2014 10:42 AM
To: Leupold, Bob

AGENDA REQUEST - Item #14

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *December 11, 2013*

Requestor: *Marisa Lutz, Relay for Life volunteer*

Action requested: **CONSENT CALENDAR**

To grant a special permit for the 9th annual Relay for Life to be held on the Peter Noyes school grounds on Saturday and Sunday, May 17 and 18, 2014

Financial impact expected: *None*

Background information: *The Police, Fire, Building department, and Park and Rec departments all have no issues with the event.*

Recommendations/Suggested Motion/Vote:

Vote to approve a Special Permit for the 9th annual Relay for Life, for May 17 and 18, 2014, as requested by Marisa Lutz, Relay for Life Volunteer in an email dated December 11, 2013, subject to compliance with conditions outlined by the Peter Noyes School, the Police and Fire Departments, as well as Park and Recreation and the Presbyterian Church.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *February 25, 2014*

Board's action taken:

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

Distribution:

Town Counsel approval needed?	Yes ()	No (X)
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14

Golden, Patricia

From: Marisa <marisa@lutz-family.com>
Sent: Wednesday, December 11, 2013 5:12 PM
To: Board of Selectmen
Cc: maureen.valente@sudbury.ma.us
Subject: Relay for Life

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Board of Selectmen:

I am writing on behalf of the American Cancer Society Relay for Life of Lincoln/Sudbury planning committee. We are in the process of planning the 9th annual Relay for Life and would like to confirm with you that the date of Saturday, May 17th to Sunday May 18th is acceptable. The event will be held at the Peter Noyes school beginning about noon on Saturday and concluding at 6 am on Sunday. The leadership at the school has already agreed to the date.

Please email me or call me if you have any questions about this request.

With thanks,
Marisa Lutz
American Cancer Society volunteer
Relay for Life planning committee

Golden, Patricia

From: Herweck, Mark
Sent: Thursday, February 20, 2014 4:23 PM
To: Golden, Patricia
Subject: Re: Relay for Life - May 17-18 2014

Hi Patty; The Building Department has no issues with this event.

Sent from my iPhone

On Feb 19, 2014, at 4:47 PM, "Golden, Patricia" <GoldenP@sudbury.ma.us> wrote:

Hi Mark,
Can I please hear from you by 1PM tomorrow (Thurs.) on this request?
I did receive your response on my other two requests from last week...thanks!

Thank you!

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

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

From: Golden, Patricia
Sent: Friday, February 14, 2014 2:29 PM
To: Herweck, Mark
Subject: FW: Relay for Life - May 17-18 2014

Hi Mark,
I'm following up to see if the Building Department has any issues with this annual request. Please let me know as this is scheduled for the 2/25 selectmen's agenda.

Thank you.

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

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

Golden, Patricia

From: Miles, William
Sent: Wednesday, January 08, 2014 7:41 AM
To: Golden, Patricia; Nix, Scott; McShea, Nancy
Subject: RE: Relay for Life - May 2014

The Fire Department has no issues with this event.

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

From: Golden, Patricia
Sent: Monday, January 06, 2014 2:58 PM
To: Nix, Scott; Miles, William; McShea, Nancy; Presbyterian Church (pcsudbury@pcsudbury.org); Wood, Anna
Subject: FW: Relay for Life - May 2014

Good afternoon,
This is an annual request from the Relay for Life event coordinator. Do you anticipate any issues with the dates/times below?
This will be included on a future Selectmen's agenda, so your reply would be appreciated.

Thank you very much.

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

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

From: Marisa [<mailto:marisa@lutz-family.com>]
Sent: Wednesday, December 11, 2013 5:12 PM
To: Board of Selectmen
Cc: maureen.valente@sudbury.ma.us
Subject: Relay for Life

Dear Board of Selectmen:

I am writing on behalf of the American Cancer Society Relay for Life of Lincoln/Sudbury planning committee. We are in the process of planning the 9th annual Relay for Life and would like to confirm with you that the date of Saturday, May

Golden, Patricia

From: Wood, Anna
Sent: Monday, January 06, 2014 3:03 PM
To: Golden, Patricia; Nix, Scott; Miles, William; McShea, Nancy; Presbyterian Church (pcsudbury@pcsudbury.org)
Subject: RE: Relay for Life - May 2014

Hello,

May 17th/18th is the Park and Recreation Department's annual triathlon event. We typically have over 500 adult athletes and 200 youth athletes at our facility participating in the race. Hosting both events on the same day may limit participants from attending in both events. Something to consider.

Thanks,
Anna

From: Golden, Patricia
Sent: Monday, January 6, 2014 2:58 PM
To: Nix, Scott; Miles, William; McShea, Nancy; Presbyterian Church (pcsudbury@pcsudbury.org); Wood, Anna
Subject: FW: Relay for Life - May 2014

Good afternoon,
This is an annual request from the Relay for Life event coordinator. Do you anticipate any issues with the dates/times below?
This will be included on a future Selectmen's agenda, so your reply would be appreciated.

Thank you very much.

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

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

From: Marisa [<mailto:marisa@lutz-family.com>]
Sent: Wednesday, December 11, 2013 5:12 PM
To: Board of Selectmen
Cc: maureen.valente@sudbury.ma.us
Subject: Relay for Life

Dear Board of Selectmen:

I am writing on behalf of the American Cancer Society Relay for Life of Lincoln/Sudbury planning committee. We are in the process of planning the 9th annual Relay for Life and would like to confirm with you that the date of Saturday, May

Golden, Patricia

From: Golden, Patricia
Sent: Thursday, January 09, 2014 1:49 PM
To: Nix, Scott
Subject: RE: Relay for Life - May 2014

Tracking:	Recipient	Read
	Nix, Scott	Read: 1/10/2014 8:52 AM

Thanks very much, Scott.

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

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From: Nix, Scott
Sent: Thursday, January 09, 2014 12:34 PM
To: Golden, Patricia
Subject: RE: Relay for Life - May 2014

Patty,

We do not have any issues with this continuing initiative as long as the follow protocols they have done in the past. Thanks!

Respectfully,

Scott Nix
Chief of Police

From: Golden, Patricia
Sent: Monday, January 06, 2014 2:58 PM
To: Nix, Scott; Miles, William; McShea, Nancy; Presbyterian Church (pcsudbury@pcsudbury.org); Wood, Anna
Subject: FW: Relay for Life - May 2014

Good afternoon,
This is an annual request from the Relay for Life event coordinator. Do you anticipate any issues with the dates/times below?

This will be included on a future Selectmen's agenda, so your reply would be appreciated.

Thank you very much.

Patty Golden



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2014

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 Commercial Lines – (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: Alexander Mortimer PHONE (A/C, No, Ext): 404-923-3732 FAX (A/C, No): 877-362-9069 E-MAIL ADDRESS: alexander.mortimer@wellsfargo.com														
INSURED American Cancer Society, Inc. 250 Williams Street Atlanta, GA 30303	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Federal Insurance Company	20281														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 7306526

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35943463	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Relay For Life of Lincoln/Sudbury being held from 6 pm May 17 through 6 am May 18, 2014, at Peter Noyes Elementary School, 280 Old Sudbury Rd., Sudbury, MA
 Certificate holder is included as an additional insured in accordance with the terms and conditions of the general liability policy.

CERTIFICATE HOLDER

Sudbury Public Schools
 40 Fairbank Rd.
 Sudbury, MA 01776

CANCELLATION

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

AGENDA REQUEST - Item #15

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *February 7, 2014*

Requestor: *Jaimee Goodman, Event Operations Manager*

Action requested: **CONSENT CALENDAR**

To grant a special permit for a Boston Brain Tumor Bike Ride, which will pass through Sudbury on Sunday, May 18, 2014.

Financial impact expected: *None*

Background information: *The Police, Fire, Building, and Park and Recreation departments all have no issues with the event.*

Recommendations/Suggested Motion/Vote:

Vote to approve a Special Permit for a Boston Brain Tumor Bike Ride, May 18, 2014, as requested by Jaimee Goodman, Event Operations Manager, National Brain Tumor Society, in a letter dated February 7, 2014, subject to compliance with conditions outlined by the Police and Fire Departments, Building Dept., and Park and Recreation, subject to a receipt of a Certificate of Liability.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *February 25, 2014*

Board's action taken:

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

Distribution:

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

Golden, Patricia

From: Jaimee Goodman <jgoodman@braintumor.org>
Sent: Friday, February 07, 2014 11:07 AM
To: Board of Selectmen
Subject: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014
Attachments: Bos Brain Tumor Bike Ride-5.18.14-Sudbury.pdf; sudbury permit.pdf; BTR_MA_13_CourseMap_25mile_Directions(1).pdf; BTR_MA_13_CourseMap_10mile_Directions.pdf; Boston Brain Tumor Ride-5.18.14-62mile.pdf; Boston Brain Tumor Ride-5.18.14-40mile.pdf

Hello,

Please find attached our letter requesting permission to use the streets of Sudbury for our annual fundraiser bike ride. I am including the maps and turn-by-turn directions for each of our routes that we are riding this year; 10-mile, 25-mile, 40-mile and 62-mile. Please also find the application for the Town of Sudbury. I am currently working on acquiring the certificate of insurance and will make sure to send along when it is received.

Please let me know if you have any questions. You can reach me via email at jgoodman@braintumor.org or my direct line is 617-393-2800.

Thank you so much for considering.

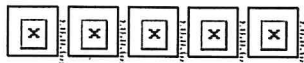
All the best,
Jaimee

Jaimee Goodman
Event Operations Manager

National Brain Tumor Society
55 Chapel Street, Suite 200
Newton, MA 02458
t. 617 393 2800 f. 617 924 9998
jgoodman@braintumor.org

www.braintumor.org

Visit www.braintumor.org and check out our new look and great tools!





Leading through research and support

February 7, 2014

Town of Sudbury
Board of Selectman
322 Concord Road
Sudbury, MA 01776

To Whom It May Concern:

The National Brain Tumor Society is holding their 20th annual Boston Brain Tumor Ride on Sunday, May 18, 2014. Our non-profit, charity ride requests permission to travel on a portion of the streets in the Town of Sudbury on that day. The event will consist of a 10-mile ride, a 25-mile ride, 40-mile ride, and a 62-mile ride starting at 200 West Street in Waltham. The 62-Mile riders will start at 8:00am, the 40-Mile riders will depart at 8:15am, the 25-mile riders will depart at 8:30am and the 10-Mile riders will start at 8:45am.

For this event, all departing riders will exit from 200 West Street, turning right onto West Street and then left on to Winter Street heading towards Old County Road. All riders returning to the finish at 200 West Street will travel from Rt. 117 onto Lexington Street to the finish at 200 West Street.

Attached are the map and turn-by-turn directions for the 10-mile and 25-mile ride. I am also including only turn-by-turn directions for the new 40-mile and 62-mile rides. I will send the full route maps for the 40-mile and 62-mile when they are completed.

We will also have full communication support from the Boston Area Amateur Radio Club. Last year there were approximately 1500 riders in total.

Thank you very much for your consideration of this request and we look forward to working with you this year.

If you have any questions, please feel free to contact me at jgoodman@braintumor.org or my direct line is 617-393-2800.

Sincerely,

Jaimee Goodman
Event Operations Manager
National Brain Tumor Society

BOSTON BRAIN TUMOR RIDE- Sunday, May 18, 2014

62 mile

Turn by turn:

Waltham

- 0.0 miles Turn RIGHT onto West Street
- 0.4 miles Turn LEFT onto Winter Street
 - Two (2) speed bumps

Lincoln

- 1.9 miles Turn RIGHT onto Old County Road
- 2.6 miles Turn LEFT onto Trapelo Road
- 4.3 miles Turn LEFT onto Lincoln Road
- 5.9 miles Turn RIGHT onto Codman Road
- 6.6 miles Turn RIGHT onto Route Concord Road/126 North
 - Changes to Walden Street
 - Cross Route 2/2A

Concord

- 9.6 miles Turn RIGHT onto Heywood Street
- 9.7 miles Turn RIGHT onto Lexington Road
 - Bear LEFT at first fork
 - Bear RIGHT at second fork to stay on Lexington Road

Lincoln

- 11.7 miles Turn LEFT onto North Great Road/2A East
- 13 miles Turn LEFT onto Hanscom Drive
- 13.7 miles Turn LEFT onto Old Bedford Road
- 15.9 miles Turn RIGHT onto Virginia Road

Concord

- 16.2 miles Turn RIGHT onto Old Bedford Road
- 18.4 miles Turn LEFT onto Bedford Street/Route 62
- 20 miles Turn RIGHT onto Monument Street
 - Bear LEFT to stay on Monument Street
 - Turns into River Street
- 20.4 miles Turn LEFT onto Bedford Road/Route 225

Carlisle

- 20.8 miles Turn RIGHT onto Maple Street
 - Bear RIGHT staying on Maple Street
- 22.2 miles Turn RIGHT onto Maple Street
 - Turns into Treble Cove Road/North Road
- 23.1 miles Turn LEFT onto West Street
 - Turns into North (N) Road

BOSTON BRAIN TUMOR RIDE- Sunday, May 18, 2014

62 mile

- WATER STOP AT GREAT BROOK DAIRY FARM
- 25.3 miles Exit water stop and turn RIGHT onto North Road
- 25.7 miles Turn RIGHT onto Lowell Street
- 25.7 miles Turn quick LEFT onto Curve Street
 - Stay LEFT to stay on Curve Street
- 28 miles Turn RIGHT onto Westford Street/Route 225

Westford

- 29 miles Turn sharp LEFT onto Blane Street before the traffic light
 - Turns into West Street

Carlisle

- 30.2 miles Bear RIGHT onto West Street
- 31.3 miles Bear RIGHT onto Pope Road

Acton

- 32.05 miles Turn RIGHT onto Strawberry Hill Rd
- 33.05 miles Turn LEFT onto Great Rd/Route 2A/Route 119
- 34.05 miles Turn LEFT onto Pope Road
- 35.05 miles Cross Strawberry Hill Road continuing on Pope Road

Carlisle

- 36.55 miles Turn LEFT onto West Street
- 37 miles Bear RIGHT onto South Street
- 38 miles Turn RIGHT onto Bigham Road
- 38.5 miles Turn LEFT onto Cross Street
- 39 miles Turn RIGHT onto Concord Street
 - Turns into Lowell Street

Concord

- 44 miles Turn RIGHT onto Main Street/Route 62 after passing the Concord Green

Sudbury

- 44.2 miles Bear LEFT onto Sudbury Road
 - Bear RIGHT to stay on Sudbury Road
 - Cross Route 2/2A
 - Turns into Concord Road
- 47.8 miles Turn LEFT staying on Concord Road
- 50.6 miles Turn LEFT onto Lincoln Road at Lincoln-Sudbury High School
- 51.5 miles Turn RIGHT onto Water Row
- 53.4 miles Turn LEFT onto Old Sudbury Road/Route 27
- 54.3 miles Turn LEFT onto Glezen Lane
 - Four (4) speed bump

BOSTON BRAIN TUMOR RIDE- Sunday, May 18, 2014

62 mile



- Bear LEFT to stay on Glezen Lane
- Changes to Sudbury Road
- Changes to Concord Road

- 58.4 miles

Bear RIGHT to stay on Concord Road

Weston

- 59 miles
- 59.3 miles
- 60.6 miles

Turn LEFT onto Boston Post Road

Bear LEFT onto Church Street

Turn RIGHT onto Route 117/North Avenue

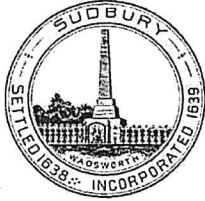
Waltham

- 60.8 miles
- 61.7 miles
- END

Turn LEFT onto Lexington Street

- Five (5) speed bumps

Turn RIGHT into 200 West Street



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

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

APPLICATION FOR A CHARITABLE WALK/RELAY PERMIT ON A PUBLIC WAY

Written permission to conduct a fundraising walk or relay race in any public street, public sidewalk or public way within the Town must be obtained from the Board of Selectmen prior to the event. The Chief of Police will determine the appropriate public safety requirements for this event and the cost of such special duty officers, if any required, will be borne by the applicant. The Town of Sudbury requires a Certificate of Insurance of no less than \$1,000,000, naming the Town as an additional insured. All cleanup from the event will be completed by the applicant within 8 hours after the stated ending time or applicant will be billed for the Town's cost to clean up. Application processing can take up to four weeks as approval from the Police, Building and Park & Recreation departments may be required prior to Board of Selectmen approval. Processing begins after all required materials are received, so please plan accordingly.

Organization Name National Brain Tumor Society
Event Name Boston Brain Tumor Bike Ride
Organization Address 55 Chapel Street, Suite 200, Newton, MA 02458
Name of contact person in charge Taimée Goodman
Telephone Number(s) of contact 617-393-2800 (cell) 413-745-8635
Email address jgoodman@braintumor.org
Date of event May 18, 2014 Rain Date N/A - rain or shine
Starting time _____ Ending time _____
Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to this application) please see attached
Anticipated number of participants 1500
Assembly area (enclose written permission of owner if private property to be used for assembly) _____
200 West Street, Waltham, MA
Organization that proceeds will go to National Brain Tumor Society
Any other important information _____

The undersigned applicant agrees that the applicant and event participants will conform to applicable laws, by-laws and regulations as well as any special requirement that may be made as a condition of the granting of permission pursuant to this application. I/we agree to hold the Town of Sudbury harmless from any and all liability and will defend the Town of Sudbury in connection therewith.

Signature of Applicant _____

Date 2.7.14



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

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

CONTINUED: APPLICATION FOR A CHARITABLE WALK/RELAY PERMIT...

Application Checklist:

- ☒ Application Form
- ☒ Map of Route
- ☐ Evidence of Certificate of Insurance (please see details above) — *Coming!*

Please submit completed application and materials to:
Board of Selectmen
278 Old Sudbury Rd.
Sudbury, MA 01776
Fax: 978-443-0756
Email: selectmensoffice@sudbury.ma.us

-----FOR INTERNAL USE ONLY-----

Application received in Selectmen's office by _____ Date _____

Recommendation and requirements of Sudbury Chief of Police: _____

Signature of Police Chief _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2014

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.

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PRODUCER Phone: (978) 562-5652 Fax: 978-562-7120
WELSH & PARKER INSURANCE AGENCY, INC.
131 COOLIDGE STREET, SUITE 100
HUDSON MA 01749

CONTACT NAME: **Welsh & Parker Insurance Agency, Inc.**
PHONE (A/C, No., Ext): **(978) 562-5652** FAX (A/C, No.): **978-562-7120**
E-MAIL ADDRESS:

INSURED
NATIONAL BRAIN TUMOR SOCIETY
55 CHAPEL STREET, BLDG NO. C, 2ND FLOOR
NEWTON MA 02458

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Insurance Co	
INSURER B :	TRAVELERS IND CO OF IL / Preferred Concepts	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 57941

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK876194	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK876194	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB384836	07/01/13	07/01/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			IJUB3755T04613	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000

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

RE: BOSTON BRAIN TUMOR RIDE

EVENT DATE: SUNDAY, MAY 18TH, 2014 EVENT START/FINISH: 200 WEST STREET, WALTHAM, MA.

CERTIFICATE HOLDER ADDED AS ADDITIONAL INSURED ONLY AS THEIR INTERESTS MAY APPEAR IF BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

Town of Sudbury
322 Concord Road
Sudbury, MA 01776

Attention:

CANCELLATION

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

David C. D'Orlando
David C. D'Orlando

Golden, Patricia

From: Nix, Scott
Sent: Tuesday, February 18, 2014 9:29 AM
To: Golden, Patricia
Subject: RE: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014 (your input requested)

Patty,

I was unaware Lieutenant Grady had already spoken with event organizers expressing our concerns and they have agreed to hire a detail officer for Old Sudbury Road and Water Row. Therefore, we have expressed our concerns and feel they are mitigating to the extent they can. Thank you!

Scott

Respectfully,

Scott Nix

Chief of Police

Sudbury Police Department
415 Boston Post Road
Sudbury, MA 01776
(978) 443-1042
nixs@sudbury.ma.us

From: Golden, Patricia
Sent: Friday, February 14, 2014 2:52 PM
To: Nix, Scott; Herweck, Mark; Wood, Anna; Miles, William; Grady, Robert
Subject: FW: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014 (your input requested)

Good afternoon,

This is a request from the National Brain Tumor Society to conduct a charity bike ride which will go through part of Sudbury on Sunday, May 18, 2014, beginning at 8:00 AM.

Attached is a detailed turn-by-turn map and other documents for your review.

This request is scheduled for the next Selectmen's meeting on Feb. 25th. If you can please respond by Thursday, Feb. 20th with your input, it would be greatly appreciated.

Thank you very much.

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

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

Golden, Patricia

From: Herweck, Mark
Sent: Tuesday, February 18, 2014 8:27 AM
To: Golden, Patricia; Nix, Scott; Wood, Anna; Miles, William; Grady, Robert
Subject: RE: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014 (your input requested)

Hi Patty; The Building Department has no issues.

From: Golden, Patricia
Sent: Friday, February 14, 2014 2:52 PM
To: Nix, Scott; Herweck, Mark; Wood, Anna; Miles, William; Grady, Robert
Subject: FW: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014 (your input requested)

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Senior Admin Asst to the Town Manager
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Ph: 978-639-3382
Fax: 978-443-0756
www.sudbury.ma.us

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From: Jaimee Goodman [<mailto:jgoodman@braintumor.org>]
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Please find attached our letter requesting permission to use the streets of Sudbury for our annual fundraiser bike ride. I am including the maps and turn-by-turn directions for each of our routes that we are riding this year; 10-mile, 25-mile, 40-mile and 62-mile. Please also find the application for the Town of Sudbury. I am currently working on acquiring the certificate of insurance and will make sure to send along when it is received.

Please let me know if you have any questions. You can reach me via email at jgoodman@braintumor.org or my direct line is 617-393-2800.

Golden, Patricia

From: Miles, William
Sent: Tuesday, February 18, 2014 6:20 AM
To: Golden, Patricia; Nix, Scott; Herweck, Mark; Wood, Anna; Grady, Robert
Subject: RE: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014 (your input requested)

The Fire Department has no issues with this event.

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

From: Golden, Patricia
Sent: Friday, February 14, 2014 2:52 PM
To: Nix, Scott; Herweck, Mark; Wood, Anna; Miles, William; Grady, Robert
Subject: FW: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014 (your input requested)

Good afternoon,
This is a request from the National Brain Tumor Society to conduct a charity bike ride which will go through part of Sudbury on Sunday, May 18, 2014, beginning at 8:00 AM.
Attached is a detailed turn-by-turn map and other documents for your review.

This request is scheduled for the next Selectmen's meeting on Feb. 25th. If you can please respond by Thursday, Feb. 20th with your input, it would be greatly appreciated.

Thank you very much.

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

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

From: Jaimee Goodman [<mailto:jgoodman@braintumor.org>]
Sent: Friday, February 07, 2014 11:07 AM
To: Board of Selectmen
Subject: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014

Hello,

Golden, Patricia

From: Wood, Anna
Sent: Friday, February 14, 2014 3:24 PM
To: Golden, Patricia; Nix, Scott; Herweck, Mark; Miles, William; Grady, Robert
Subject: RE: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014 (your input requested)

Hi Everyone,

May 18th is the same date as our triathlon but quickly looking at the route, it shouldn't interfere directly with our event or the traffic.

Thanks for checking,

Anna Wood

From: Golden, Patricia
Sent: Friday, February 14, 2014 2:52 PM
To: Nix, Scott; Herweck, Mark; Wood, Anna; Miles, William; Grady, Robert
Subject: FW: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014 (your input requested)

Good afternoon,

This is a request from the National Brain Tumor Society to conduct a charity bike ride which will go through part of Sudbury on Sunday, May 18, 2014, beginning at 8:00 AM.

Attached is a detailed turn-by-turn map and other documents for your review.

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Thank you very much.

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Town of Sudbury
Ph: 978-639-3382
Fax: 978-443-0756
www.sudbury.ma.us

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From: Jaimee Goodman [<mailto:jgoodman@braintumor.org>]
Sent: Friday, February 07, 2014 11:07 AM
To: Board of Selectmen
Subject: Boston Brain Tumor Bike Ride- Sunday, May 18, 2014

Hello,

Please find attached our letter requesting permission to use the streets of Sudbury for our annual fundraiser bike ride. I am including the maps and turn-by-turn directions for each of our routes that we are riding this year; 10-mile, 25-mile, 40-mile and 62-mile. Please also find the application for the

AGENDA REQUEST – Item #16

BOARD OF SELECTMEN

Requestor's Section

Date of request: *February 14, 2014*

Requestor: *Patty Golden*

Action requested: *Determine order of articles submitted for Annual Town Meeting; designate articles as Consent Calendar items, and possibly take positions on articles*

Financial impact expected: *N/A*

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

Recommendations/Suggested Motion/Vote:

Vote to (a) determine the order of articles; (b) designate articles for place on the Consent Calendar, (c) Take position on any articles

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

Town Manager

Selectmen's Office Section

Date of Selectmen's Meeting: *February 25, 2014*

Board's action taken:

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

Future Agenda date (if applicable):

Distribution:

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



Town of Sudbury

Town Manager's Office

Townmanager@sudbury.ma.us

278 Old Sudbury Road

Sudbury MA 01776

978-639-3385

Maureen G. Valente, Town Manager

<http://www.sudbury.ma.us>

Date: February 21, 2014
To: Board of Selectmen
From: Maureen G. Valente, Town Manager *Maureen*
Subject: Question of ordering articles for Annual Town Meeting warrant

The staff and I have made a suggested ordering of the warrant for your consideration. The articles are color coded as follows:

1. Yellow color are consent calendar recommendations
2. Pink color are the articles related to capital articles
3. Blue color are the CPC recommended projects
4. Green color are zoning articles
5. Grey color are the petition articles
6. White are articles that do not fit into any of the above grouping.

We hope these suggestions are useful for your deliberation.

2014 Annual Town Meeting Articles DRAFT

- T01 - Hear Reports
- T02 - FY14 Budget Adjustments
- T03 - Stabilization Fund
- T04 - FY15 Operating Budget
- T05 - FY15 Transfer Station Enterprise Budget
- T06 - FY15 Pool Enterprise Budget
- T07 - FY15 Recreation Field Maintenance Enterprise Budget
- T08 - Unpaid Bills
- T09 - Chapter 90 Highway Funding (T10 - Removed)
- T11 - Town/School Revolving Funds
- T39 - Rescind/Amend Borrowings
- T12 - FY15 Capital Budget
- T13 - Construct Police Headquarters
- T26 - Purchase of Fire Department Ambulance and Fire Engine - FY15 Capital Exclusion
- T28 - DPW Rolling Stock Replacement
- T29 - Technology Infrastructure Improvement - Lincoln-Sudbury Regional High School
- T30 - Israel Loring Elementary School - Purchase of New Phone System
- T31 - School Driveways, Parking Lot, and Sidewalks Improvement
- T32 - Ephraim Curtis Middle School - Purchase of Technology Devices
- T33 - Fairbank Community Center Roof Project
- T27 - Energy Services Company Energy Improvement Program
- T34 - Nixon School - Partial Roof, Window and Door Replacements
- T36 - DPW Rolling Stock Special Stabilization Fund
- T37 - Energy Saving Programs Special Stabilization Fund
- T38 - Police Station Debt Special Stabilization Fund
- T35 - Conduct Feasibility Study for Wastewater Disposal Options for Rte 20 Business District
- T40 - Amendments to the District Agreement of the Minuteman Regional Vocational School District
- T41 - Chapter 110, Section 110 of the Acts of 1993, Disabled Veteran's Exemption Residency Requirements
- T25 - Town of Sudbury Bylaws - Art. V.3, Regulation of Dogs
- T14 - Town-wide Walkways (T15 - Removed)
- T16 - Sudbury Housing Trust 10% Allocation
- T17 - Historical Commission Projects (T18-Combined with T17)
- T19 - Bruce Freeman Rail Trail Design
- T20 - Melone Property Engineering
- T21 - SHA Bathroom Project
- T48 - Community Preservation Fund - Amend Art. 43/2006 ATM SHA Unit Buy-Down
- T49 - CPC - Reversion of Funds
- T50 - CPC General Budget and Appropriations
- T22 - Amend Zoning Bylaw, Medical Marijuana Treatment Centers
- T23 - Amend Zoning Bylaw Accessory Structures
- T24 - Amend Zoning Bylaw, Sect 4100 Flood Plain Overlay District
- T51 - Amend Zoning Bylaw: (Wastewater facilities delete sec. 4500)
- T42 - Petition-Lafayette Drive Land
- T43 - Petition-Sale of Land under C61A
- T44 - Petition-Divestment of PRIT funds
- T45 - Petition-Utilize Portion of CPA Funds to Fund Conservation Fund
- T46 - Petition-Amend Wetlands Administration Bylaw: Projects funded with CPC funds
- T47 - Petition-Amend Bylaw Art. IV Finance Committee

AGENDA REQUEST – Item #17

BOARD OF SELECTMEN

Requestor's Section

Date of request: *February 10, 2014*

Requestor: *Patty Golden*

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

Discussion on a Keno license application submitted by Lavender Asian Cuisine, 519a Boston Post Road, to the State Lottery Commission, and vote either to support or object to the issuance of this license.

Financial impact expected: *NA*

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

See attached letter from State Lottery Commission and list of current Sudbury Keno/lottery locations taken from the Commission's website

Recommendations/Suggested Motion/Vote:

Discussion on a Keno license application submitted by Lavender Asian Cuisine, 519a Boston Post Road, to the State Lottery Commission, and vote either to support or object to the issuance of this license.

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

none

Selectmen's Office Section

Date of Selectmen's Meeting: *February 25, 2014*

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)



Massachusetts State Lottery Commission

STEVEN GROSSMAN
Treasurer and Receiver General

PAUL STERNBURG
Executive Director

February 06, 2014

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2014 FEB 10 P 1:38

Town of Sudbury
Board of Selectmen
278 Old Sudbury Road
Sudbury, MA 01776

Dear Sir/Madam:

In accordance with Massachusetts General Laws, chapter 10, section 27A, (as amended on 5/20/96), you are hereby notified that an application for a Keno license has been received by the Massachusetts State Lottery Commission, (MSLC) from:

Lavender Asian Cuisine
519a Boston Post Rd
Sudbury, MA 01776

If the city/town objects to the issuance of the Keno license, it must claim its right to a Hearing before the MSLC within twenty-one(21) days of receipt of this letter.

In accordance with section 27A(b), the objection of the city or town must be "as a result of an official action" taken by said city or town regarding the Keno applicant. In order to be fair and apply the same criteria to all cities, towns, and applicants, the MSLC defines an "official action" to be one in which the applicant appeared, or was given the opportunity to appear, before the licensing authority to discuss the issue at the local level in a open hearing or meeting prior to the Hearing at the MSLC.

Please address your written objection to William J.Egan Jr., General Counsel, Massachusetts State Lottery Commission, 60 Columbian Street, Braintree, MA 02184

Very truly yours,

Arthur Buckley
Supervisor, New Agent Licensing

Certified Mail - Return

Receipt Requested: 7011 2000 0001 7143 3972



Supporting the 351 Cities and Towns of Massachusetts

Official City/Town	Name	Address	City	Phone	Keno
SUDBURY	AMER LEGION POST-191	676 BOSTON POST RD	SUDBURY	978-443-9059	Keno
	KAPPY'S	474 BOSTON POST R	SUDBURY	978-443-6464	NO
	RITE AID 10106	423 BOSTON POST RD	SUDBURY	978-443-0410	NO
	SHAWS 7571/518	509 BOSTON POST RD	SUDBURY	978-443-7066	KenoToGo
	SUDBURY FARMS #208	439 BOSTON POST RD	SUDBURY	978-443-3575	KenoToGo
	SUDBURY GULF	470 BOSTON POST RD	SUDBURY	978-443-0161	KenoToGo
	SUDBURY SUNDRIES	100 BOSTON POST RD	SUDBURY	978-443-0792	Keno

From: Nix, Scott
Sent: Friday, February 21, 2014 4:35 PM
To: Golden, Patricia
Subject: RE: Keno application - Lavender Asian Cuisine

Patty,

I do not foresee any issues with the application.

Scott

Scott Nix
Chief of Police
Sudbury Police Department

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Golden, Patricia"
Date: 02/21/2014 16:27 (GMT-05:00)
To: "Herweck, Mark" , "Nix, Scott"
Subject: Keno application - Lavender Asian Cuisine

Hello Scott and Mark,

I apologize for the short notice. Lavender Asian Cuisine has applied for a Keno license. The Selectmen are voting on this at their next meeting of 2/25, and we would like to know if you anticipate any issues with this application. If you can get back to me by Monday it would be appreciated.

(I'm having computer problems otherwise I'd scan a copy of the paperwork to you today.)

Thank you.

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

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AGENDA REQUEST – Item #18

BOARD OF SELECTMEN

Requestor's Section

Date of request: *January 31, 2014*

Requestor: *Christos Vozikis, owner, CJs Pizzeria*

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

Financial impact expected: *\$50 Common Victualler*

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

CONSENT CALENDAR

Recommendations/Suggested Motion/Vote: *As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for CJ's Pizzeria, 29 Hudson Road, Suite 100, as requested in an application dated July 18, 2013, subject to conditions put forth by the Fire Department and Building Department.*

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

Christos Vozikis

Selectmen's Office Section

Date of Selectmen's Meeting: *February 25, 2014*

Board's action taken:

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

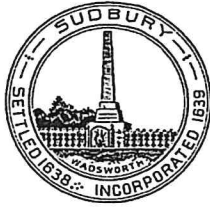
Future Agenda date (if applicable):

Distribution:

Town Counsel approval needed?

Yes ()

No (X)



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

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

APPLICATION FOR LICENSE

COMMON VICTUALLER

TO THE LICENSING AUTHORITY
SUDBURY, MASSACHUSETTS


Name of applicant Christos Vozikis Date 7/18/13
Address of applicant 15 Carriage House Ln. Worcester, MA 01606
Phone 508-479-8938 Email Vozikis2@Verizon.net
Address where license is to be exercised 29 Hudson Rd
Suite 100 Sudbury MA 01776

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


Signature of authorized person

TAX ATTESTATION

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


* Signature of Individual

President
By: Corporate Officer

46-2828960
** Social Security # Voluntary
or Federal Identification Number

7/18/13
Date

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
9/27/2013

PRODUCER

Herlihy Insurance Group Inc.
51 Pullman Street
Worcester, MA 01606
508 756-5159

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

CSJE Enterprises Inc
DBA CJ's Gourmet Pizza and Grill
500 Washington St
Hudson, MA 01749

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: EastGuard Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CSBP409339	09/09/13	09/09/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Business Own	CSBP409339	09/09/13	09/09/14	Limit \$150,000 RC Ded \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is Loss payee as their interest May appear
 Loc# 1 - 29 Hudson Rd; Sudbury, MA
 Building # 1 Pizza Shop - multiple Occupancy Pizza no delivery

CERTIFICATE HOLDER

St Mary's Credit Union
293 Boston Post Rd West, P.O.
Box 729
Marlborough, MA 01752

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Golden, Patricia

From: Herweck, Mark
Sent: Wednesday, February 12, 2014 2:26 PM
To: Golden, Patricia
Subject: RE: CJ Pizza 29 Hudson Road - new Common Victualler Application

Hi Patty;

This my only concern with CJ Pizza at 29 Hudson Road

- The new kitchen exhaust system is obstructing the stairwell outside. / The stairs will need clear egress before I issue a C.O.
- Work to this date has been code compliant. I have no other issues.

Thank you.

From: Golden, Patricia
Sent: Wednesday, February 12, 2014 1:37 PM
To: Herweck, Mark
Subject: FW: CJ Pizza 29 Hudson Road - new Common Victualler Application

Hi Mark,

Could you please provide your feedback on this application? This will be on the 2/25 Selectmen's agenda.

Thank you.

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

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From: Golden, Patricia
Sent: Friday, January 31, 2014 4:27 PM
To: Herweck, Mark; Moberg, Tommy; Leupold, Bob; Miles, William; Whalen, John
Cc: Frank, Leila
Subject: CJ Pizza 29 Hudson Road - new Common Victualler Application

Good afternoon,

As you probably are already aware, CJs Pizza plans to open soon at 29 Hudson Road. Attached is their common victualler application and floor plan.

Could you please review and provide your comments no later than Thursday, Feb. 6th as we'd like to get this on the Feb. 11th Selectmen's agenda, if possible.

Thank you for your cooperation, and have a good weekend.

Patty Golden

Golden, Patricia

From: Leupold, Bob
Sent: Monday, February 10, 2014 9:46 AM
To: Golden, Patricia
Subject: RE: CJ Pizza 29 Hudson Road - new Common Victualler Application

The Board of Health will issue a Food Establishment Permit. Bob

From: Golden, Patricia
Sent: Wednesday, February 05, 2014 1:04 PM
To: Leupold, Bob
Cc: Korman, Michele
Subject: FW: CJ Pizza 29 Hudson Road - new Common Victualler Application

Hi Bob,
Just checking to see if you have any input/comments on this application.

Thank you,
Patty

From: Golden, Patricia
Sent: Friday, January 31, 2014 4:26 PM
To: Herweck, Mark; Moberg, Tommy; Leupold, Bob; Miles, William; Whalen, John
Cc: Frank, Leila
Subject: CJ Pizza 29 Hudson Road - new Common Victualler Application

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Patty Golden
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Fax: 978-443-0756
www.sudbury.ma.us

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Golden, Patricia

From: Whalen, John
Sent: Monday, February 03, 2014 8:57 AM
To: Golden, Patricia
Cc: Miles, William
Subject: RE: CJ Pizza 29 Hudson Road - new Common Victualler Application

Hello Patty,

The following is a list of items that will need to be done before approval from the Fire Department will be given for CJ Pizza to open.

1. The installation and testing of an approved ANSUL fire protection system for cooking exhaust hood.
2. Relocation of the outside stairs that is currently blocked by the cooking exhaust hood system.
3. A fire alarm permit needs to be issued, the system then needs an inspection and test.
4. The fire sprinkler system needs an inspection and test.

If you need any additional information please let me know.

John M. Whalen
Assistant Fire Chief
Sudbury Fire Dept.
978-443-2239

From: Golden, Patricia
Sent: Friday, January 31, 2014 4:27 PM
To: Herweck, Mark; Moberg, Tommy; Leupold, Bob; Miles, William; Whalen, John
Cc: Frank, Leila
Subject: CJ Pizza 29 Hudson Road - new Common Victualler Application

Good afternoon,

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

Our Dough & Sauces Made Fresh Daily

PIZZA/CALZONES

Calzones Small Size Only	
PLAIN CHEESE	\$1.10*
ONE TOPPING	6.25
ADDITIONAL TOPPINGS	9.95
EXTRA CHEESE	1.49
	2.25

House Tomato, BBQ, Basil, Pesto, Salsa, Alfredo, Garlic Sauce, Olive oil, or Buffalo Sauce

Traditional Toppings

Pepperoni, Italian Sausage, Meatballs, Imported Ham, Bacon, Ham, Ham, Salami, Anchovies, Tomatoes, Onions, Mushrooms, Green Pepper, Broccoli, Jalapeno Peppers, Pineapple, Black Olives, Ricotta Cheese, Banana Pepper

Gourmet Toppings

Marinated Chicken, Prosciutto, Pastami, Canadian Bacon, Roasted Red Pepper, Artichoke Hearts, Roasted Garlic, Red Onions, Baby Spinach, Eggplant (thin cut), Buffalo Chicken, Fresh Mozzarella Cheese, Goatscheese, Shaved Steak, Shrimp

Blue Cheese, Ranch, Balsamic Glaze, Caesar, Extra Virgin Olive Oil, Drizzles

PIZZA SLICES

CHEESE 1.99 PEPPERONI 2.25 GOURMET 2.49

GOURMET PIZZAS

MARGHERITA	\$1.10*	16.16*
Thin crust pizza, topped with tomato sauce, mozzarella cheese, and fresh basil	8.49	13.99
TEXAS BBQ CHICKEN	8.49	13.99
Chickadee & mozzarella cheese blend, topped with extra virgin olive oil		
CYS HOUSE SPECIAL	9.99	16.99
Pepperoni, sausage, ham, mushrooms, onions, green peppers, light extra cheese, house tomato sauce & blend of mozzarella & cheddar cheese		
MEDITERRANEAN FESTA	8.99	14.99
Chickadee & mozzarella cheese blend, thin cut eggplant, red pepper, ricotta cheese & light garlic		
GREEK STYLE	8.99	14.99
Blend of house cheese, cherry tomatoes, fresh spinach, imported feta cheese, almond oil, olive oil, and house tomato sauce		
GODFATHERS	9.99	15.99
Thin crust pizza, topped with tomato sauce, mozzarella cheese, and house tomato sauce		
THE "BIG MAC"	9.99	15.99
Chickadee & mozzarella cheese blend, Angus beef, cheddar tomatoes, red onions, artichokes, cherry tomatoes		
VEGAN PIZZA (NO CHEESE)	8.75	14.49
House tomato sauce, baby spinach, mushrooms, red onions, artichokes, cherry tomatoes & drizzled with pesto sauce on top		
HAWAIIAN BBQ TWIST	8.49	13.99
House tomato sauce, Canadian bacon, Dole pineapple & drizzled with house BBQ sauce		
BUFFALO CHICKEN	8.99	14.49
Light hot sauce, chunks of boneless buffalo tenders, banana peppers with chickadee & mozzarella cheese blend with blue cheese on the side		
MEAT LOVERS	8.99	14.99
House tomato sauce, pepperoni, meatball, sausage, ham, bacon, with a cheddar & mozzarella cheese blend		
FARMER'S VEGGIE	8.75	14.49
House tomato sauce, blend of house cheese, cherry tomatoes, fresh mushrooms, fresh spinach, onion & the roasted garlic		
CHICKEN ALFREDO	8.99	14.99
Alfredo sauce, chicken breast, broccoli florets, with a cheddar & mozzarella cheese blend		
TUSCAN PESTO DELITE	8.99	14.99
Beef pesto sauce with tomatoes, house blend cheese, cherry tomatoes, red onions, grilled mushrooms, green peppers, black olives, caprese flakes, drizzled with olive oil		
BLACK N' BLEU STEAK	9.49	15.49
House garlic sauce, blend of house cheese, shaved steak, grilled onions, cherry tomatoes & goat cheese		
ULTIMATE VEGGIE DELITE	8.99	14.99
House tomato sauce, blend of house cheese, grilled onions, cherry tomatoes & goat cheese		
TACO MEXICAN	9.99	15.99
Mild salsa sauce, Angus beef, cheddar tomatoes, red onions, lettuce, black olives & ranch sauce, chicken breast, mozzarella & cheddar cheese blend, sour cream, and cheese		
RANCHERO CLUB	8.99	14.99
Ranch sauce, chicken tomatoes, chicken breast & bacon bites, with a cheddar & mozzarella cheese blend		
BLEU BLT	9.49	15.49
House tomato sauce, blend of house cheese, smoked bacon, cherry tomatoes, goat cheese, and lettuce		
SHRIMP SCAMP	9.99	16.99
Blend of house cheese, cherry tomatoes, roasted garlic, shrimp, light parsley flakes & drizzled with olive oil		

SPECIALTY CALZONES

Served with dipping sauce / EXTRA CHEESE 99¢

BABY SPINACH & FETA CHEESE	8.49
Chickadee & mozzarella cheese, spinach, feta cheese topped with our fresh tomato sauce	
THE PORKY	8.49
Chickadee & mozzarella cheese, sausage & roasted mince pepper topped with our fresh tomato sauce	
"ALFREDO" STYLE	8.75
Chickadee & mozzarella cheese, grilled chicken breast, broccoli florets and chopped line garlic with our fresh Alfredo sauce, Delicate!	
VEGIE SUPREME	8.49
House tomato sauce, blend of house cheese, onions, green peppers & blue coll. florets topped with our fresh tomato sauce	
BUFFALO STYLE CHICKEN	8.49
Buffalo tenders dipped in hot sauce, Chickadee & mozzarella cheese, served with blue cheese on side	
BBQ "PHILLY" STEAK	8.75
Chickadee & mozzarella cheese, lean steak, grilled with fresh mushrooms, onions, and house tomato sauce topped with our delicious BBQ sauce	
ORIENTAL STR-BFV	8.75
Chickadee & mozzarella cheese, grilled chicken breast with onions, green peppers, fresh mushrooms, and broccoli florets topped with our fresh tomato sauce	

PARMESAN SANDWICHES

Open Baked

MEATBALL, SAUSAGE, VEAL, EGGPLANT OR CHICKEN CUTLET	6.99
Prepared with homemade marinara sauce, provolone cheese, parmesan cheese, mushrooms, onions and roasted peppers add .50¢. For any combo add \$1.00.	

SUBS FROM THE DELI

Served Cold

Italian • HAM and CHEESE • SMOKED TURKEY • ROAST BEEF • GENOA SALAMI • TUNA • CHICKEN SALAD • SEAFOOD SALAD • B.L.T. • MEATLESS	5.99
Prepared with iceberg lettuce, tomatoes, onions, provolone cheese, mayo or oil & stringer pickles & hot peppers available upon request.	

GOURMET SUBS

From the Grill & Open Baked.

PATRIOT	\$1.10*	16.16*
Lean roast beef, smoked turkey breast, hickory bacon, mayo, provolone, lettuce, tomatoes & onion	8.49	13.99
SUPERMAN	6.49	7.49
Smoked turkey breast, lean pastami, lettuce, tomatoes, grilled onions, provolone & spicy mustard		
CHEF'S CHOICE	6.49	7.49
Smoked turkey breast, ham, genoa salami, Swiss cheese, lettuce, tomatoes, red onions, hickory bacon, mayo, provolone, lettuce, tomatoes, and onion		
BLUE BUFFALO OR RANCH BUFFALO CHICKEN	6.49	7.49
Buffalo tenders, lettuce, tomatoes, provolone cheese & blue cheese or ranch dressing		
JAWBREAKER	6.75	7.75
Smoked turkey breast, lean roast beef, imported ham, hickory bacon, mayo, provolone, lettuce, tomatoes & onions		
ENEMY	6.49	7.49
Chopped ham, Italian sausage, yellow mustard, grilled mixed roasted peppers & onions with house tomato sauce		
TURKEY DELITE	6.49	7.49
Smoked turkey, hickory smoked bacon, provolone cheese, mayo, lettuce, tomato and onion		
CHICKEN CORDON BLEU	6.75	7.75
Chicken cutlet, ham, mayo, provolone cheese, lettuce and tomato		
STEAK BOMBER	6.75	7.75
Shaved steak, grilled onions, mix roasted peppers, mushrooms, grilled salami, banana pepper, house tomato sauce		
PASTRAMI DELITE	6.25	7.25
Provolone cheese and spicy mustard, Onions or roasted peppers add .50¢		
CHICKEN STR FRY OR TERNYAN STYLE	6.49	7.49
Grilled chicken, mushrooms, onions, green peppers, broccoli, provolone cheese, mayo or house tomato sauce		
MEMPHIS • BBQ CHICKEN	6.49	7.49
Grilled chicken, lettuce, tomatoes, red onion, hickory bacon strips, Swiss & delicious BBQ sauce		
"CHIPOTLE" CHICKEN	6.25	7.25
Grilled chicken, lettuce, tomato, red onion, provolone, chipotle ranch sauce, house tomato sauce		
BBQ TEXAS STEAK	6.49	7.49
Grilled chicken, lettuce, tomato, red onion, provolone, chipotle ranch sauce, house tomato sauce		
CHICKEN CLUB (GRILLED)	6.75	7.75
Mayo, provolone cheese, hickory bacon, lettuce, tomatoes, onions & cheddar		
PLAIN STEAK & AMERICAN CHEESE	6.25	7.25
Mushrooms, onions or roasted peppers add .50¢		
VEGIE DELITE (GRILLED)	5.99	6.99
Assorted grilled fresh veggies w/provolone, lettuce, tomatoes & balsamic dressing		

FRESH CRAFTED BURGERS & SANDWICHES

100% Certified Angus Beef Served On A Butty Roll.

Served w/Steak Cut Fries or Onion Rings & Crinkle Cut Pickles.

THE CLASSIC BURGER	7.49
Comes with Lettuce, sliced tomato, Red Onion, Yellow American Cheese & Choice of Ketchup, Mustard or Mayo. With bacon add .75¢. Double Stack Add 1.49	
COMBOY BURGER	7.99
Chickadee sauce, sliced tomatoes, onion strings, leaf lettuce, hickory bacon & melted with yellow American cheese	
FIRE HOUSE BURGER	7.99
BBQ sauce, leaf lettuce, sliced tomatoes, red onions, jalapeno rings & hickory bacon with yellow American cheese	
HONEY DIJON CHICKEN	7.49
Crispy chicken cutlet, leaf lettuce, sliced tomatoes, provolone cheese with honey dijon sauce (with bacon add .75¢)	
MESQUITE CHICKEN CLUB	7.99
Grilled chicken, smoked bacon, provolone cheese, lettuce, tomatoes, red onions & BBQ sauce	
FIRECRACKER CHICKEN	7.49
Grilled chicken, leaf lettuce, sliced tomato, red onion, Frank's hot sauce with provolone cheese	
GYRO SANDWICH (BEEF OR CHICKEN)	7.75
Sliced tomatoes, red onions, tzatziki sauce & light parsley flakes wrapped in pita bread	

GOURMET WRAPS

All Wraps Available in Plain, Wheat or Spinach

CHICKEN CAESAR	6.49
Marinated chicken tenders, crispy romaine lettuce, tomatoes & topped with our creamy caesar dressing & Parmesan Cheese	
RANCH CHICKEN CLUB	6.75
Kiri-marinated chicken tenders, crispy romaine lettuce, sliced tomatoes, crispy bacon & American cheese wrapped dressing	
HUMMUS "CLASSICO" With Chicken add \$1.00	6.49
Hummus, fresh spinach, sliced tomatoes, red onions, feta cheese & gourmet olives.	
THE MEDITERRANEAN With Chicken add \$1.00	6.49
Crispy romaine lettuce, sliced tomatoes, cucumbers, red onions, black olives & Feta Cheese with balsamic glaze or Greek dressing	
HORSEY ROAST BEEF	6.49
Thin cut roast beef, provolone cheese, crispy romaine lettuce, sliced tomatoes, red onions, & house tomato sauce	
WHITE TUNA DELIGHT	6.49
House tomato sauce, white tuna, provolone cheese, house tomato sauce	
BUFFALO CHICKEN Crispy or Grilled	6.75
Romaine lettuce, provolone cheese, tomato, chicken and bleu cheese dressing	

HOT PANINIS

Served with Steak Fries or Onion Rings

CUBANO	7.49
Grilled chicken, imported ham, Swiss cheese, dill pickles, chipotle mayo and Dijon mustard	
VEGETINI	7.49
Roasted red peppers, sautéed mushrooms, thin cut eggplant, mixed greens and beef pesto sauce	
PROSCIUTTO & MOZZARELLA	7.99
Prosciutto, fresh mozzarella with fresh pesto sauce & thin cut prosciutto	
STEAK MELT	7.75
Shaved steak, sautéed onions, provolone cheese and horseradish sauce	
ITALIAN MELT	7.49
Imported ham, genoa salami, mozzarella, provolone cheese, lettuce, tomatoes, banana rings, olive oil & light orangey flakes	
JO JO'S PANINI	7.49
Hummus spread, fresh spinach, red peppers, grilled chicken with fresh mozzarella cheese	

COUPONS

Exp. 12/2014

#1 \$2.00 OFF ANY

LARGE GOURMET PIZZA ONLY

(Discount applied before taxes & fees)

[Code C1]

#2 \$3.00 OFF ANY

ORDER OF \$25.00 OR MORE

(Discount applied before taxes & fees)

[Code C2]

#3 \$4.00 OFF ANY

ORDER OF \$30.00 OR MORE

(Discount applied before taxes & fees)

[Code C3]

#4 \$5.00 OFF ANY

ORDER OF \$35.00 OR MORE

(Discount applied before taxes & fees)

[Code C4]

#5 10% OFF ANY CATERING ORDER

(Discount applied before taxes & fees)

[Code C5]

No substitutions. Limited time offer. Please mention and present coupon when ordering. Not valid with any other offers or specials. Not valid with any other offers or specials.

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Corporations Division

Business Entity Summary

[Request certificate](#)[New search](#)Summary for: **CSJE ENTERPRISES INC.**

The exact name of the Domestic Profit Corporation: CSJE ENTERPRISES INC.				
Entity type: Domestic Profit Corporation				
Identification Number: 462828960				
Date of Organization in Massachusetts: 07-01-2013				
Last date certain:				
Current Fiscal Month/Day: 01/31				
The location of the Principal Office:				
Address: 29 HUDSON RD				
City or town, State, Zip code, Country: SUDBURY, MA 01776 USA				
The name and address of the Registered Agent:				
Name: CHRISTOS VOZIKIS				
Address: 15 CARRIAGE HOUSE LN				
City or town, State, Zip code, Country: WORCESTER, MA 01606 USA				
The Officers and Directors of the Corporation:				
Title	Individual Name	Address		
PRESIDENT	CHRISTOS VOZIKIS MR	15 CARRIAGE HOUSE LN WORCESTER, MA 01606 USA		
TREASURER	CHRISTOS VOZIKIS MR	15 CARRIAGE HOUSE LN WORCESTER, MA 01606 USA		
SECRETARY	CHRISTOS VOZIKIS MR	15 CARRIAGE HOUSE LN WORCESTER, MA 01606 USA		
DIRECTOR	JOANNA VOZIKIS	15 CARRIAGE HOUSE LN WORCESTER, MA 01606 USA		
DIRECTOR	JOHN VOZIKIS MR	166 PLEASANT ST MARLBOROUGH, MA 01752 USA		
DIRECTOR	STERGIOS VOZIKIS MR	12 CUTLET RD PAXTON, MA 01612 USA		
Business entity stock is publicly traded: <input type="checkbox"/>				
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:				
Class of Stock	Par value per share	No. of shares	Total Authorized Total par value	Total issued and outstanding No. of shares
CNP	\$ 0.00	20,000	\$ 0.00	20,000
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing				
View filings for this business entity:				
ALL FILINGS Administrative Dissolution Annual Report Application For Revival Articles of Amendment Articles of Chapter Commencement				
View filings				

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Corporations Division

Business Entity results

Number of records: 12

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Name	Position	Individual's Address	Entity Name	ID No.	Old ID No.
VOZIKIS , CHRISTOS	PRESIDENT	15 CARRIAGE HOUSE LANE WORCESTER, MA 01606 USA	C. S. J. ENTERPRISES, INC.	020628279	
VOZIKIS , CHRISTOS	PRESIDENT	15 CARRIAGE HOUSE LANE WORCESTER, MA 01606 USA	C. S. J. ENTERPRISES, INC.	020628279	
VOZIKIS , CHRISTOS	PRESIDENT	15 CARRIAGE HOUSE LANE WORCESTER, MA 01606 USA	C. S. J. ENTERPRISES, INC.	020628279	
VOZIKIS , CHRISTOS	DIRECTOR	15 CARRIAGE HOUSE LANE WORCESTER, MA 01606 USA	C. S. J. ENTERPRISES, INC.	020628279	
VOZIKIS , CHRISTOS	PRESIDENT	15 CARRIAGE HOUSE LANE WORCESTER, MA 01606 USA	C. S. J. ENTERPRISES, INC.	020628279	
VOZIKIS , CHRISTOS	TREASURER	37 BRANTWOOD ROAD WORCESTER, MA 01602 USA	CJ'S GOURMET PIZZARIA, INC.	134231247	000831993
VOZIKIS , CHRISTOS	PRESIDENT	15 CARRIAGE HOUSE LANE WORCESTER, MA 01606 USA	CJ'S GOURMET PIZZARIA, INC.	134231247	000831993
VOZIKIS , CHRISTOS	PRESIDENT	15 CARRIAGE HOUSE LANE WORCESTER, MA 01606 USA	CJ'S GOURMET PIZZARIA, INC.	134231247	000831993
VOZIKIS , CHRISTOS	DIRECTOR	880 MAIN STREET WORCESTER, MA 01610 USA	CULTURAL CENTER HRISOHORAFITON ALEXANDER THE GREAT, INC.	261506890	000965245
VOZIKIS MR, CHRISTOS	PRESIDENT	15 CARRIAGE HOUSE LN WORCESTER, MA 01606 USA	CSJE ENTERPRISES INC.	462828960	
VOZIKIS MR, CHRISTOS	TREASURER	15 CARRIAGE HOUSE LN WORCESTER, MA 01606 USA	CSJE ENTERPRISES INC.	462828960	
VOZIKIS MR, CHRISTOS	SECRETARY	15 CARRIAGE HOUSE LN WORCESTER, MA 01606 USA	CSJE ENTERPRISES INC.	462828960	

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The Commonwealth of Massachusetts
William Francis Galvin

Date: Saturday,
June 22, 2013

PAYMENT CONFIRMATION

Confirmation DateTime:	6/22/2013 11:17:30 AM
Confirmation Number:	02485Z
Invoice Number:	02000130083049862178084
Payment Id:	3603856
Transaction Id	8304986
Entity Name:	CSJE ENTERPRISES INC.
Transaction Category:	Domestic Profit Corporation
Description:	Articles of Organization

Filing Fee:	\$250.00
Expedited Service Fee:	\$15.00
Total Fee:	\$265.00

Your payment has been successfully processed and your application has been forwarded to our office for approval by the Secretary of the Commonwealth. If your application is rejected for any reason we will contact you immediately.

Please note that for security reasons your payment [credit card](#) and/or bank information is processed at a secure website. The Secretary of the Commonwealth does not retain any payment information.

E-check Transactions require final approval from your bank. Such approval may take 7 to 10 business days. If the payment is returned you will be billed for the transaction at that time.

If you have any questions or concerns you may contact our office at (617) 727-9640 or e-mail our [support desk](#) at corpinfo@sec.state.ma.us

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LEASE BETWEEN
29 Hudson Road LLC,
AND
CJ's Pizza

FOR SPACE AT

29 Hudson Road, Sudbury, MA

I N D E X

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Date of Lease Execution: December____, 2012 ("Lease Commencement")

REFERENCE DATA

1.1 SUBJECTS REFERRED TO:

Each reference in this Lease to any of the following subjects shall incorporate the data stated for that subject in this Section 1.1.

LANDLORD:	29 Hudson Road
LANDLORD'S ADDRESS	29 Hudson Road Sudbury, Massachusetts 01776
LANDLORD'S REPRESENTATIVE:	Jeffrey Walker
TENANT:	CJ's Pizza
TENANT'S ADDRESS (FOR NOTICE & BILLING): 01749	200 Washington Street, Hudson MA 01749
TENANT'S REPRESENTATIVE:	Christos Vozikis
BUILDING:	29 Hudson Road, Sudbury, MA
PREMISES:	Suite 100, first floor main building and lower level; also including the right to the use for customer seating of the outdoor areas under the awnings immediately adjacent to the Premises.
SQUARE FOOTAGE	Approximately 2,254 RSF <u>consisting of approximately 1,754 square feet on first floor (Suite 100) and approximately 500 square feet on the lower level</u>
SCHEDULED TERM COMMENCEMENT DATE:	April 1, 2013 provided delivery of Premises to Tenant by January 1, 2013
RENT COMMENCEMENT DATE:	April 1 provided Landlord delivers premises by January 1, 2013
TERM EXPIRATION DATE: Commencement Date	Five (5) years after the Term
INITIAL TERM:	5 years.

OPTION TERM(S)

One (5) five year option to renew at the rent set forth in the following schedule of Annual Base Rent- years Six through Ten plus two (2) additional (5) five year option to renew at the then fair market rate. In no event shall the Rent for the Option Term be less than, or in excess of five (105%) percent greater than the Rent of the final year of the immediately preceding Lease year. Tenant shall provide Landlord with twelve (12) months prior written notice of its intent to exercise its option. However, to avoid nonexercise through inadvertence, in the event Tenant has failed to exercise an option, the time for Tenant to exercise shall be extended to a period within thirty (30) days of Tenant's receipt of notice from Landlord indicating Tenant's failure to exercise. Time being of the essence.

ANNUAL BASE RENT:

Period	Annual Rent	Monthly Installment	\$/rsf
Year One	\$34,203.00	\$2,850.25	\$19.50 first, \$0.00 lower
Year Two	\$35,080.00	\$2,923.33	\$20.00 first, \$0.00 lower
Year Three	\$35,957.00	C.V. \$2,996.42	\$20.50 first, \$0.00 lower
Year Four	\$36,834.00	\$3,069.50	\$21.00 first, \$0.00 lower
Year Five	\$37,711.00	\$3,142.58	\$21.50 first, \$0.00 lower
Year Six	\$41,088.00	\$3,424.00	\$22.00 first, \$5.00 lower
Year Seven	\$41,965.00	\$3,497.08	\$22.50 first, \$5.00 lower
Year Eight	\$40,342.00	\$3,361.83	\$23.00 first, \$5.00 lower
Year Nine	\$43,342.00	\$3,643.25	\$23.50 first,

Period	Annual Rent	Monthly Installment	\$/rsf
			\$5.00 lower
Year Ten	\$44,596.00	\$3,716.33	\$24.00 first, \$5.00 lower

ANNUAL ESTIMATED OPERATING EXPENSES
AND REAL ESTATE TAXES:

Tenant shall be responsible for its proportionate share of operating expenses and real estate taxes. For the purpose of calculating Tenants proportionate share of operating expenses and real estate taxes, Landlord and Tenant acknowledge that 2,254 RSF represents 4.51% of the total gross space on the premises. No payments shall be due hereunder until the Rent Commencement Date.

UTILITIES:

Tenant is responsible for paying its own utilities (ie electricity, gas etc.), in addition to the above mentioned Annual Rent, to the extent separately metered and in accordance with the provisions set forth in Exhibit C attached hereto.

RIGHT OF FIRST OFFER:

Tenant shall have the right of first refusal to lease provided Tenant shall have exercised all prior existing options to renew.

SECURITY DEPOSIT:

2 months

PERMITTED USES:

Restaurant offering pizza, subs, sandwiches, salads, burgers, dinners, desserts, drinks and other foods and sundry items as may be found in a restaurant, in compliance with zoning for the Premises, and the terms, covenants and conditions contained herein

REAL ESTATE BROKER(S):

Parsons Commercial Group is the only brokers of record in the

transaction and they will be compensated by the Landlord per separate agreement.

SPECIAL PROVISIONS: See Exhibit F attached hereto and made part hereof.

1.2 EXHIBITS

The Exhibits listed below in this Section are incorporated in this Lease by reference and are to be construed as part of this Lease:

EXHIBIT A Plan Showing Tenant's Space
EXHIBIT B Specifications of Leasehold Improvements
EXHIBIT C Building Services
EXHIBIT D Rules and Regulations
EXHIBIT E Subordination, Non Disturbance & Attornment
EXHIBIT F Estoppel Certificate

ARTICLE II

PREMISES AND TERM

2.1 PREMISES

Subject to and with the benefit of the provisions of this Lease [and subject to a Cell Tower Lease encumbering a portion of the rooftop common area.] (the "Lot"), Landlord hereby leases to Tenant and Tenant leases from Landlord, Tenant's Space in the Building on the parcel of land on which the Building is located (the Lot), excluding exterior faces of exterior walls, the common facilities area and building service fixtures and equipment serving exclusively or in common other parts of the Building, as depicted on Exhibit A. Tenant's Space, with such exclusions, is hereinafter referred to as the "Premises."

Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which it is given notice: (a) the common facilities included in the Building or on the Lot, including the parking facility, if any, to the extent from time to time designated by Landlord; and (b) the building service fixtures and equipment serving the Premises. Tenant shall have the right to use its proportionate share of the parking spaces in common with the other tenants. Tenant shall have the right to use the parking area for the parking of automobiles, in common with use by other tenants of the Building, provided, however, that Landlord shall not be obligated to furnish stalls or spaces on the Site specifically designated for Tenant's use, and further provided that the number of parking spaces is generally available for Tenant's use, but Landlord shall have no obligation to police same. Landlord agrees, however, to use commercially reasonable efforts to enforce Tenant's parking rights hereunder. Additionally Landlord shall provide short term parking for the common use of all Tenants at locations of Landlord's choosing but proximate to the entrance to the premises to accommodate "take out" customers. Tenant covenants and agrees that it and all persons claiming by, through and under it over whom Tenant has authority (which shall include employees and sub tenants), shall at all times abide by all reasonable rules and regulations of general applicability to tenants of the

Building promulgated by Landlord with respect to the use of the parking areas on the Site. The parking privileges granted herein are non-transferable except to a permitted assignee or subtenant as provided herein. Further, Landlord assumes no responsibility whatsoever for loss or damage due to fire, theft or otherwise to any automobile(s) parked on the Site or to any personal property therein, except when such damage is due to the gross negligence or willful misconduct of the Landlord, and Tenant covenants and agrees, upon request from Landlord from time to time, to notify its officers, employees, agents and invitees of such limitation of liability. Tenant acknowledges and agrees that a license only is hereby granted, and no bailment is intended or shall be created.

2.2 INITIAL TERM AND OPTION TERM

To have and to hold for a period (the "Initial Term") commencing when the Premises are deemed ready for occupancy as provided in Section 3.2 or, if no work is to be performed by Landlord pursuant to Article III, on the Scheduled Term Commencement Date (whichever of said dates is appropriate being hereafter referred to as the "Commencement Date") and continuing until the Expiration Date, unless sooner terminated as provided in Section 3.2 or 7.1.

Tenant shall have the option to extend the Term for Three (3) additional and successive terms of Five (5) years (the "Option Term") on the conditions that (i) there is no existing substantial Event of Default by Tenant at the time of the giving of the Option Notice (as defined below) or at the end of the Original Term, and (ii) Tenant gives at least twelve (12) months prior written notice of its intent to exercise the Option Term (the "Option Notice") to Landlord. However, to avoid nonexercise through inadvertence, in the event Tenant has failed to exercise an option, the time for Tenant to exercise shall be extended to a period within thirty (30) days of Tenant's receipt of notice from Landlord indicating Tenant's failure to exercise. After the expiration of the first Option Term, the first year's annual rent for each of the two (2) remaining Option Terms shall be no less than, or in excess of five (5) percent greater than the final year of the preceding term.

ARTICLE III CONSTRUCTION

3.1 INITIAL CONSTRUCTION

Tenant shall, on or before Tenant's Design Completion Date, provide to Landlord for approval "Complete Plans" which shall consist of:

Complete sets of construction drawings and specifications prepared at Tenant's expense by an architect and engineer reasonably approved by Landlord and Landlord's engineer, which approval shall not be unreasonably withheld, conditioned or delayed, including but not limited to:

- A. Furniture and Equipment Layout Plans
- B. Dimensioned Partition Plans
- C. Dimensioned Electrical and Telephone Outlet Plans
- D. Reflected Ceiling Plan
- E. Door, Frame and Hardware Schedule
- F. Room Finish Schedule including wall finish and colors, carpet, base and floor tile colors and types

- G. Electrical and Mechanical (Plumbing, Fire Sprinkler and HVAC) Engineered Plans
- H. All necessary construction details and specifications necessary to properly complete the work.

Landlord and Tenant shall initial the Complete Plans after the same have been submitted by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord, through its contractor shall have the right to bid on all work proposed by Tenant.

If no date is indicated for Tenant's Design Completion Date in Section 1.1, Tenant agrees to accept the Premises on the Commencement Date. All of Tenant's construction, installation of furnishings, and later changes or additions shall be coordinated with any work being performed by Landlord in such manner as to maintain harmonious labor relations and not to damage the Building or Lot or interfere with Building operations. Except for installation of furnishings and trade fixtures and the installation of telephone outlets which must be performed by the local telephone company at Tenant's direction and expense, all work described in the Complete Plans (the "Leasehold Improvements") shall be performed by Landlord's general contractor or a general contractor reasonably approved by the Landlord which approval shall not be unreasonably withheld, conditioned or delayed. In the event that Tenant proposes a contractor or general contractor other than Landlord, the Landlord shall have the opportunity to match said contractor or general contractor's bid.

Landlord will not approve any construction, alterations, or additions requiring unusual expense to readapt the Premises to normal restaurant use on lease termination or increasing the cost of construction, insurance, or taxes on the Building or of Landlord's services called for by Section 5.1 unless Tenant first gives assurances acceptable to Landlord that such readaptation will be made prior to such termination without expense to Landlord and makes provisions acceptable to Landlord for payment of such increased cost. Landlord specifically acknowledges and assents that Tenant's build-out of a restaurant shall not result in Landlord's requirement of payment for readaptation for a purpose other than restaurant. Landlord will also disapprove any alterations or additions requested by Tenant which will delay completion of the Premises or the Building. All changes and additions shall be part of the Building, except such items as by writing at the time of approval the parties agree either shall be removed by Tenant on termination of this Lease, or shall be removed or left at Tenant's election.

3.2 PREPARATION OF PREMISES FOR OCCUPANCY

With respect to any and all construction work Landlord is obligated to perform pursuant to Exhibit B, Landlord agrees to use reasonable efforts to have the Premises ready for occupancy on or before the Scheduled Term Commencement Date, which shall, however, be extended for a period equal to that of any delays due to Events of Force Majeure, as defined in Section 10.15 herein. The Premises shall be deemed ready for occupancy on the earlier of: (a) the date on which the Tenant opens for business in all or any part of the Premises; or (b) April 1, 2013 provided Tenant is able to begin work inside the premises on January 1, 2013.

Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Term when it can be done without material interference with remaining work.

In the event of Tenant's unreasonable, repeated and deliberate failure to comply with the provision of Section 3.1 of this Lease to submit information or to deliver construction drawings and

specifications which meet Landlord's reasonably approval, Landlord may, at Landlord's option, exercisable by notice to Tenant, terminate this Lease on the date specified in said notice to Tenant

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION

NA

3.4 REPRESENTATIVES

Each party authorizes the other to rely in connection with their respective rights and obligations under this Article III upon approval and other actions on the party's behalf by Landlord's Representative in the case of Landlord or Tenant's Representative in the case of Tenant or by any person designated in substitution or addition by notice to the party relying.

ARTICLE IV
RENT

4.1 RENT

Tenant agrees to pay Rent to Landlord, without any offset or reduction whatever (except as made in accordance with the express provisions of this Lease), Rent equal to 1/12th of the Annual Rent in equal installments in advance on the first day of each calendar month included in the Term; and for any portion of a calendar month at the beginning or end of the Term, at the rate payable for such portion in advance.

4.2 OPERATING EXPENSES AND REAL ESTATE TAXES

Tenant shall pay to Landlord, as additional rent, Operating Expenses for the then calendar year and Real Estate Taxes for the then fiscal year, as defined below, for the Building during any calendar year falling entirely or partly within the Lease Term, multiplied by Tenant's Proportionate Share (4.51%). If a calendar year to which this Section 4.2 applies falls only partly within the Lease Term, then Tenant's liability for Operating Expenses and Real Estate Taxes, as defined below, in that calendar year shall be prorated accordingly.

Landlord shall notify Tenant prior to the beginning of each calendar year of Landlord's estimate of the amount of Operating Expenses and Real Estate Taxes (the "*Estimated Operating Expenses and Real Estate Taxes*") that Landlord likely will incur for the Building during the coming calendar year, and Landlord shall advise Tenant of the amount of its Estimated Payments (as defined below) for the coming calendar year. This estimation shall only serve for convenience for Tenant while only payment of all actual end of year numbers will be considered fulfilling Tenant's obligations herein.

Landlord estimates that the Operating Expenses /Real Estate Taxes for the first year of this Lease shall be \$3.50 per RSF, and thereafter throughout the Term and any exercised option periods of this Lease, notwithstanding any provisions in contravention herewith, Tenant shall not be responsible for payment of controllable Operating Expenses which are billed at more than five (5%) percent over those of the preceding year.

Tenant shall pay to Landlord, as additional rent, an amount equal to 1/12th of Tenant's Proportionate Share of the Estimated Operating Expenses and Real Estate Taxes (collectively, the "*Estimated Payments*") as calculated above. Tenant shall make its Estimated Payments on the first day of each calendar month. Tenant shall pay the amount of the Estimated Payments based upon Landlord's reasonable determination of the Estimated Operating Expenses and Real Estate Taxes for the applicable calendar year, as such may be adjusted by Landlord from time to time. Landlord shall not adjust the amount of estimated payments more than three times per year, excluding any adjustments made effective January 1 of any calendar year.

The term "*Operating Expenses*" means all costs and expenses, but not capital costs, incurred by Landlord in owning, managing/management company operating expenses and fees (Fees shall not exceed more than 5% of the total annual operating expenses), operating, maintaining, servicing, insuring and repairing the building, the Lot, (but not resurfacing) and other exterior appurtenances, including but not limited to the following: installments and interest on assessments for public betterments or public improvements; expenses of any proceedings for abatement of taxes and assessments with respect to any Fiscal Year; premiums for building and liability insurance in commercially reasonable amounts; compensation and all fringe benefits, workmen's compensation, insurance premiums and payroll taxes paid by Landlord to, for or with respect to all persons engaged in the operating, maintaining, or cleaning of the Building and Lot; steam, water, sewer, electric, gas, telephone, and other utility charges not billed directly to tenants by Landlord or the utility and not for the exclusive use of any tenant(s); costs of building and cleaning supplies and equipment (including rental); cost of maintenance, cleaning and repairs; cost of snow plowing or removal, or both, and care of landscaping; payments to independent contractors under service contracts for cleaning, operating, managing, maintaining and repairing the Building and Lot (which payments may be to affiliates of Landlord provided the same are at reasonable rates consistent with the type of occupancy and the services rendered); the cost of providing any amenities to the Building; and all other reasonable and necessary expenses paid in connection with the operation, cleaning, maintenance, and repair of the Building and Lot, or either, and properly chargeable against income.

The term "Real Estate Taxes" as used above shall mean all taxes of every kind and nature assessed by any governmental authority on the Lot, the Building and improvements, or both, which the Landlord shall become obligated to pay because of or in connection with the ownership, leasing and operation of the Lot, the Building and improvements, or both, subject to the following: there shall be excluded from such taxes all income taxes, excess profits taxes, excise taxes, franchise taxes, estate succession, inheritance and transfer taxes, provided, however, that if at any time during the Term the present system of ad valorem taxation of real property shall be changed so that in lieu of the whole or any part of the ad valorem tax on real property, there shall be assessed on Landlord a capital levy or other tax on the gross rents received with respect to the Lot, Building and improvements, or both, or a federal, state, county, municipal, or other local income, franchise, excise, or similar tax, assessment, levy or charge (distinct from any now in effect) measured by or based, in whole or in part, upon any such gross rent, then any and all of such taxes, assessments, levies or charges to the extent so measured or based, shall be deemed to be included within the term "Real Estate Taxes." If the Lot shall not be separately assessed for Tax purposes, Landlord shall allocate the real estate taxes attributable to the Lot on a per square foot basis.

Notwithstanding any other provision of this Section 4.2, if the Term expires or is terminated as of a date other than the last day of a calendar year at the end of the Term, Tenant's last payment to

Landlord under this Section 4.2 shall be made on the basis of Landlord's reasonable estimate of the of the amount owing from Tenant.

Notwithstanding Tenant's making of Estimated Payments to Landlord, in the event the actual Operating Expenses and Real Estate Taxes for a calendar year, as determined by Landlord following the end of a calendar year, exceed the Estimated Operating Expenses and Real Estate Taxes paid by Tenant for such year, subject to the limitation on Tenant's obligation to pay increases as set forth herein, then Tenant shall be obligated to reimburse Landlord within 30 days following a receipt by Tenant of a statement from Landlord to that effect, for the difference between the Estimated Payments made by Tenant during such year and the sum of the actual Operating Expenses and actual Real Estate taxes for such year, multiplied by Tenant's Proportionate Share. Any excess funds shall, at Tenant's election be reimbursed to Tenant within 30 days or be applied toward future charges.

At reasonable times, for reasonable periods (within 45 days of presentation by landlord) and at the offices where books and records are normally kept, Tenant may audit expenses and billings for Operating Expenses and Real Estate Taxes and if the same are deemed unreasonable or in error, may object in writing to Landlord, and thereafter if Tenant's objections remain unresolved, Tenant may pursue Tenant's rights under this Lease or pursuant to law.

4.3 PAYMENTS

All payments of Annual Rent and additional rent shall be made to Landlord, or to such other person as Landlord may from time to time designate. If any installment of Annual Rent or additional rent or on account of leasehold improvements is paid more than 15 days after the due date thereof and after 10 days prior notice to Tenant, at Landlord's election, then Tenant shall pay to Landlord a late charge equal to 10%) of such overdue amount, plus any costs (including interest and bank fees of all kinds) and reasonable attorney's fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. Landlord's acceptance of such late charges represents a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment and shall not be construed as a penalty. Landlord's acceptance of such late charges shall not constitute a waiver of Tenant's default with respect to such overdue amount or stop Landlord from exercising any of the other rights and remedies granted under this lease.

4.4 INDEPENDENT COVENANTS

Each provision of this Lease constitutes an independent covenant, enforceable separately from each other covenant hereof. To the extent any provision hereof or any application of any provision hereof may be declared unenforceable, such provision or application shall not affect any other provision hereof or other application of such provision. Tenant acknowledges and agrees that Tenant's obligation to pay Annual Rent, Operating Expenses and Real Estate Taxes, additional rent, and other charges is independent of any and all obligations of Landlord hereunder, with the result that Tenant's sole remedy for any alleged breach by Landlord of its obligations hereunder shall be to commence a judicial proceeding against Landlord seeking specific performance, and not to deduct or set off Annual Rent, Operating Expenses and Real Estate Taxes, additional rent, or other charges or to terminate this Lease.

ARTICLE V
LANDLORD'S COVENANTS

5.1 LANDLORD'S COVENANTS DURING THE TERM

Landlord covenants during the Term:

- 5.1.1 Building Services - To furnish, through Landlord's employees or independent contractors, the services listed in Exhibit C;
- 5.1.2 Additional Building Services - To furnish, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant;
- 5.1.3 Repairs - Except as otherwise provided in Article VII, to make such repairs to the roof, exterior walls, floor slabs, and exterior common facilities of the Building as may be necessary to keep them in good order, repair and serviceable condition consistent with other similar office buildings in the vicinity; and
- 5.1.4 Quiet Enjoyment - That Landlord has the right to make this Lease and that Tenant, on paying the Rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject however, to all the terms and provisions hereof.
- 5.1.5 Insurance - During the Term, Landlord shall keep the Building containing the Premises insured against loss or damage by fire, with All Risks of Physical Loss and such other insurance as from time to time the then holder of the first mortgage which includes the Premises shall require or Landlord otherwise shall deem advisable as consistent with other similar properties in the area but specifically excluding any property or improvements installed by or belonging to Tenant.
- 5.1.6 Access and Peaceful Enjoyment - Landlord shall provide Tenant with unfettered access to the Premises 24 hours per day, seven days per week during the Term and Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to section 5.2, 6.1.10 and any other terms hereof, provided that Tenant pays the Rent and other sums herein recited to be paid by Tenant and timely performs all of Tenant's covenants and agreements herein contained.
- 5.1.7 Exclusivity. Provided that Tenant operates the Premises in accordance with all of the terms, provisions and conditions of this Lease, Landlord agrees that, during the Term, Landlord will not enter into any new lease for space in the Building where the primary permitted use thereunder is a pizza, or submarine sandwich shop. It is understood and shall not be considered a violation of this exclusivity paragraph that other restaurants may sell submarine sandwiches or pizza as part of its menu, provided that either pizza, or submarine sandwiches do not constitute more than 10% of available menu items. And provided further that no

so called "fast food" provider shall serve pizza, or submarine sandwiches. Landlord's violation of the provisions of this Section 5.1.7 shall be defined as an "Exclusive Violation Condition". Upon the condition that the Tenant is not substantial in default of any material term or provision of this Lease, Tenant's sole remedy for an Exclusive Violation Condition shall be that, commencing on the date that is thirty (30) days following the date of Tenant's written notice (the "Special Notice") to Landlord that Tenant believes an Exclusive Violation exists and continuing until the same shall cease, Tenant's Rent payment pursuant to Section 4 hereof shall be reduced by fifty (50%) percent thereof and Tenant shall thereafter have no obligation to pay Operating Expenses and Real Estate Taxes, such reduced payments being hereinafter referred to as "Reduced Rent", or in the alternative, Tenant may elect to terminate this Lease upon written notice to Landlord. If Tenant shall exercise said termination right, then the Term of this Lease shall terminate on the sixtieth (60th) day following the date of said termination notice, provided that Landlord has not cured said violation, in which case normal rent shall resume.

5.2 INTERRUPTIONS

Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Building or improvements or the Lot unless resulting from Landlord's negligence. For causes not resulting from Landlord's negligence, in case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in Article VII, shall Tenant be entitled to any abatement or reduction of Rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE VI TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM

Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises:

- 6.1.1 Tenant's Payments - To pay when due (a) all Annual Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises

(including, without limitation, Tenant's fixtures and equipment) regardless of whomever assessed, (c) all charges by public utilities for telephone and other utility services (including service inspections therefor) rendered to the Premises not otherwise required hereunder to be furnished by Landlord without charge and not consumed in connection with any services required to be furnished by Landlord without charge, and (d) as additional rent, all charges of Landlord for services rendered pursuant to Section 5.1.2 hereof;

- 6.1.2 Repairs and Yielding Up - Except as otherwise provided in Article VII, and Section 5.1.3, to keep the Premises in good order, repair and condition, reasonable wear only excepted, and at the expiration or termination of this Lease peaceably to yield up the Premises and all changes and additions therein in such order, repair and condition, damage by fire or other casualty excepted,* first removing all goods and effects of Tenant and any items, the removal of which is required by agreement or specified therein to be removed at Tenant's election and which Tenant elects to remove, and repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat; any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord, in such manner as Landlord shall determine, and Tenant shall pay Landlord the entire cost and expense incurred by it by effecting such removal and disposition and in making any incidental repairs and replacements to the Premises for use and occupancy during the period after the expiration of the Term; it being agreed that the acceptance of reasonable use and wear shall not apply so as to permit Tenant to keep the Premises in anything less than suitable, tenant-like and usable condition, considering the nature of the Premises and the use reasonably made thereof, or in less than good and tenant-like repair;
- 6.1.3 Occupancy and Use - Continuously from the Commencement Date, to use and occupy the Premises only for the Permitted Uses; and not to injure or deface the Premises, Building or Lot; and not to permit in the Premises any auction sale, nuisance, or the emission from the Premises of any objectionable noise or odor; nor any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building. Notwithstanding the preceding, Landlord specifically assents to the use of the premises as a restaurant.
- 6.1.4 Rules and Regulations - To comply with the Rules and Regulations set forth in Exhibit D and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant has been given notice, for the care and use of the Building and Lot and their facilities and approaches, it being understood that Landlord shall not be liable to Tenant for the failure of other tenants of the Building to conform to such Rules and Regulations provided Landlord makes reasonable attempts to enforce the same;
- 6.1.5 Safety Appliances - To keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so

required because of such use and, if requested by Landlord, to do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Uses;

- (a) 6.1.6 Assignment and Subletting - Not without prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed, to assign this Lease, to make any sublease, or to permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law; and as additional rent, to reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment or subletting; no assignment or subletting shall affect the continuing primary liability of Tenant which shall not extend beyond the lease Term or last exercised option period (which, following assignment, shall be joint and several with the assignee); no consent to any of the foregoing in a specific instance shall operate as waiver in any subsequent instance. Any rental received by Tenant from a sub-tenant must be remitted to Landlord. Anything contained in the foregoing provisions of this section to the contrary notwithstanding, neither Tenant nor any other person having interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person from the Premises leased, used, occupied or utilized, and any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession use, occupancy or utilization of any part of the Premises. In the event that the Tenant becomes disabled or decides to sell the restaurant at any time during the Term or exercised options of this Lease, Tenant shall have the right, subject to the prior written approval of the Landlord which approval shall not unreasonably be withheld, conditioned or delayed to assign this Lease. It is understood and agreed amongst the parties of this Lease, that the Landlord shall require financial information on the prospective tenant prior to granting its assent. In the event that Tenant assigns, sublets, leases or permits occupancy of the Premises in whole or in part to anyone other than the Tenant on terms more favorable than Landlord and Tenant have under the terms of this Lease, the parties shall divide any and all profits equally (50-50%).
- (b) 6.1.7 Indemnity – to defend, with counsel reasonably acceptable to Landlord, save harmless, and indemnify Landlord from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees): (i) arising from the omission, fault, willful act, negligence or other misconduct of Tenant or from any use made or thing done or occurring on the Premises not due to the omission, fault, willful act, negligence or other misconduct of Landlord, or (ii) resulting from the failure of Tenant to perform and discharge its covenants and obligations under this Lease;
- 6.1.8 Tenant's Liability Insurance - To maintain public liability insurance in the Premises in amounts which shall, at the beginning of the Term, be at least equal to \$1,000,000 per occurrence and \$2,000,000 aggregate for both bodily injury

and property damage, and, from time to time during the Term, shall be for such higher limits, if any, as are customarily carried in the area in which the Premises are located on property similar to the Premises and used for similar purposes and to furnish Landlord with the certificates thereof naming Landlord as named insured provided further that such insurance shall provide that it may not be cancelled or terminated without thirty (30) days prior written notice to Landlord;

- 6.1.9 Tenant's Workmen's Compensation Insurance - To keep all Tenant's employees working in the Premises covered by workmen's compensation insurance in statutory amounts and to furnish Landlord with certificates thereof provided further that such insurance shall provide that it may not be cancelled or terminated without thirty (30) days prior written notice.
- 6.1.10 Landlord's Right of Entry - To permit Landlord and Landlord's agents entry to examine the Premises at reasonable times and, if Landlord shall so elect, to make repairs or replacements; to remove, at Tenant's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing; and to show the Premises to prospective tenants during the 12 months preceding expiration of the Term and to prospective purchasers and mortgagees at all reasonable times;
- 6.1.11 Loading - Not to place a load upon the Premises which exceed the design specifications for the Building; and not to move any safe, vault, or other heavy equipment in, about or out of the Premises except in such a manner and at such times as Landlord shall in each instance approve; Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring, or other types of vibration or noise eliminators sufficient to eliminate such vibration or noise;
- 6.1.12 Landlord's Costs - In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, to pay, as additional rent, all reasonable costs including, without implied limitation, reasonable counsel fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, also to pay all such reasonable costs and fees incurred by Landlord in connection with the successful enforcement by Landlord of any obligations of Tenant under this Lease;
- 6.1.13 Tenant's Property - All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Building or on the Lot shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause, no part of

said loss or damage is to be charged to or to be borne by Landlord unless due to Landlord's negligence;

- 6.1.14 Labor and Materialmen's Liens - To pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees or independent contractors; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises; and within 30 days' notice discharge any such liens which may so attach;
- 6.1.15 Changes or Additions - Not to make any changes or additions to the Premises, including but not limited to any changes to the telephone, conduit and wiring or other systems or services to or within the Premises, without Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed;
- 6.1.16 Holdover - To pay to Landlord twice the total of the Annual Rent and any additional rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and also to pay all reasonable damages sustained by Landlord on account thereof; the provisions of this subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease.
- 6.1.17 Operations by Tenant - In regard to the use and occupancy of the Premises, Tenant will at its expense: (a) keep the inside and the outside of all glass in the doors and windows of the Premises clean; in the event of Tenant's failure, Landlord, at its option, may require all outside glass, including Tenant signage, be cleaned at the same time through Landlord's contractor as to establish uniformity of all cleanliness, all costs to be borne by Tenant; (b) keep all exterior store surfaces (but not the sidewalks except for areas used for customer seating) of the Premises clean; (c) replace promptly at Tenant's expense any cracked or broken glass of the Premises with glass or like kind and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed; (f) have such garbage, trash, rubbish, and refuse removed on a daily basis; (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises or which may cause any damage to the Premises, and maintain all mechanical equipment on a regular basis to ensure proper operation.

In regard to the use and occupancy of the Premises, Tenant will not: (l) place or maintain any merchandise, trash, refuse, or other articles in entry of the Premises, on the foot walks or corridors adjacent thereto or elsewhere on the exterior of the Premises; (m) use or permit the use of any advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts which is in any manner audible or visible outside the Premises; (o) cause or permit objectionable odors to emanate or to be dispelled from the Premises other than those normally emanating from a

restaurant; (p) solicit business in the common areas or distribute handbills or other advertising matter in the common areas; (q) receive or ship articles of any kind outside the designated loading areas for the Premises; (r) conduct or permit to be conducted any auction, fire, going out of business, bankruptcy, or other similar type sale in or in connection with the Premises; (s) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Building or park, or use or permit the use of any portion of the Premises for any unlawful purpose or for activity of a type which is reasonably determined by the Landlord to be not appropriate for first class office centers conducted in accordance with good and generally accepted standards of operations; (t) place a load upon any floor which exceeds the floor load which the floor was designed to carry; (u) operate its heating or air conditioning in such a manner as to draw off or drain heat or air conditioning from the common areas or from the premises of any other tenant or other occupant of the Building or park; or (v) conduct business in the Premises under any name other than the Tenant Trade Name, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

6.1.18 Signs and Advertising -

Tenant may install an identifying sign on the entrance door to the Premises in keeping with the Landlord's sign policy and building standards, and applicable municipal regulation and Landlord shall provide and install one (1) identification sign on the park entrance placard monument sign, the cost therefore to be paid by Tenant. During the build-out period, Tenant may also install temporary signage (e.g., "Coming Soon") subject to the Landlord's prior approval, in a location determined by Landlord and compliant with any and all approvals of the Town of Sudbury. Other than the foregoing, Tenant shall have no right to place or erect any signs on the Premises, Building, Landlord's property, or the park. Tenant shall not, without the prior written consent of Landlord: (a) paint or place any signs on the Premises, or anywhere on the exterior of the building except in accordance with the foregoing provisions, or (b) place any , awnings or flagpoles, or the like, in the Premises or anywhere on or in the Building visible from outside the Premises. Landlord reserves the right to disapprove of the design or type of signs and awnings Tenant proposes to install, such approval, however, not to be unreasonably withheld, conditioned or delayed. Tenant shall pay the expenses involved in the erection of any sign and obtaining of permits therefore. Tenant warrants that it shall obtain all necessary permits prior to erecting any such signs, and Tenant shall remove said signs upon the termination of this Lease.

6.1.19 Hazardous Materials - Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically, medical waste, active or other hazardous substances, or materials onto or in the vicinity of the Premises. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or

materials, nor allow to be brought into the Premises any such materials or substances except to use in the ordinary course of Tenant's business, and for unusual substances only after written notice is given to Landlord of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., the Massachusetts Hazardous Waste Management Act, as amended, M.G.L. c.21C, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended, M.G.L. c.21E, any applicable local ordinance or bylaw, and the regulations adopted under these acts, (collectively, the "Hazardous Waste Laws"). If Tenant receives from any federal, state or local governmental agency any notice of violation or alleged violation of any Hazardous Waste Law, or if Tenant is obligated to give any notice under any Hazardous Waste Law, Tenant agrees to forward to Landlord a copy of any such notice within three (3) days of Tenant's receipt or transmittal thereof. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge of belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this lease from any release of hazardous materials on the Premises occurring while Tenant is in possession or elsewhere if caused by Tenant or persons acting under Tenant. Landlord retains the right to inspect the Premises at all reasonable times, upon reasonable notice to Tenant, to ensure compliance with this paragraph. The within covenants shall survive the expiration or earlier termination of the lease term.

ARTICLE VII CASUALTY AND TAKING

7.1 CASUALTY AND TAKING

In case during the Term or remaining options all or any substantial part of the Premises, the Building, or Lot or any one or more of them, are damaged materially by fire or any other cause or by action of public or other authority in consequence thereof or are taken by eminent domain and thereafter rendered essentially unusable and reasonable unable to be rebuilt within one hundred twenty (120) days; or Landlord receives compensable damage by reason of anything lawfully done in pursuance of public or other authority, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within thirty (30) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than 30 nor more than 60, days after the date of notice of such termination. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in case of taking, what may remain thereof (excluding any items installed or paid for by Tenant which Tenant may be required or permitted to remove) into proper condition for use and occupation to the extent permitted by the net award of insurance or damages, and a just proportion of the Annual Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been

put by Landlord in such condition; and in case of a taking which permanently reduces the area of the Premises, a just proportion of the Annual Rent and additional rent shall be abated for the remainder of the Term and options and an appropriate adjustment shall be made to the Estimated Operating Expenses and Real Estate Taxes. In the event of casualty which cannot reasonably be repaired within One hundred twenty (120) days, or taking leaving the remainder of the Premises substantially unuseable for Tenant's purposes, Tenant may terminate this lease upon thirty (30) days notice to Landlord.

7.2 RESERVATION OF AWARD

Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the leasehold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) improvements made by Tenant which are the obligation of Tenant to remove at the time of Yield-up of the Premises, or (iii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE VIII RIGHTS OF MORTGAGEES

8.1 PRIORITY OF LEASE

Landlord shall have the option to subordinate this Lease to any mortgagee or deed of trust of the Lot or Building, or both ("the mortgaged premises"), provided that the holder thereof enters into an agreement with Tenant by the terms of which the holder will agree to recognize the rights of Tenant under this Lease and to accept Tenant as tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise and Tenant will agree to recognize the holder of such mortgage as Landlord in such event, which agreement shall be made to expressly bind and inure to the benefit of the successors and assigns of Tenant and of the holder and upon anyone purchasing the Mortgaged Premises at any foreclosure sale. Any such mortgage to which this Lease shall be subordinated may contain such terms, provisions, and conditions as the holder deems usual or customary. Unless Landlord exercises such option, this Lease shall be superior to and shall not be subordinated to any mortgage or other voluntary lien or other encumbrance on the Mortgaged Premises.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY

Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, the holder of a mortgage shall have all rights of Landlord, and during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of

this Lease, to perform, or be liable in damages for failure to perform, any of the obligations of Landlord unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a mortgage. Upon entry for the purpose of foreclosing a mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 8.3 provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.5 to the Owner of the equity of the mortgaged premises.

8.3 MORTGAGEE'S ELECTION

Notwithstanding any other provision to the contrary contained in this Lease, if prior to the substantial completion of Landlord's obligations under Article III, any holder of a first mortgage on the Mortgaged Premises enters and takes possession thereof for the purpose of foreclosing the mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article III, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform, and all liability for failure to perform, said Landlord's obligations under Article III, and Tenant may terminate this Lease and all its obligations hereunder by written notice to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION, ETC

No Annual Rent, additional rent, or any other charge shall be paid more than ten (10) days prior to the due dates thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term, or otherwise materially change the rights of Landlord under this Lease, or relieve Tenant of any obligations or liability under this Lease, shall be valid unless consented to in writing by Landlord's mortgagees of record and of whom Tenant has actual notice, if any.

8.5 NO RELEASE OR TERMINATION

No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of record and of whom Tenant has actual notice, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such mortgagee to correct or cure any such condition.

8.6 INTENTIONALLY OMITTED

8.7 INTENTIONALLY OMITTED

ARTICLE IX DEFAULT

9.1 EVENTS OF DEFAULT

If any default by Tenant continues after notice, in case of Annual Rent or additional rent for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default if the default is of such a nature that it cannot reasonably be cured in thirty (30) days; or if Tenant makes any assignment for the benefit of creditors, or files a petition under any bankruptcy or insolvency law; or if such a petition is filed against Tenant and is not dismissed within sixty (60) days; or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within ninety (90) days, or if such leasehold is taken on execution or other process of law in any action against Tenant then, and in any such cases, Landlord and the agents and servants of Landlord, may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter while such default continues and without further notice and with or without process of law enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant at the Premises and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid, this Lease shall terminate, but Tenant shall remain liable as hereinafter provided. Tenant hereby waives all statutory rights (including, without limitation, rights of redemption, if any) to the extent such rights may be lawfully waived, and Landlord, without notice to Tenant, may store Tenant's effects and those of any person claiming through or under Tenant at the expense and risk of Tenant and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

9.2 TENANT'S OBLIGATIONS AFTER TERMINATION

(a) If an Event of Default Occurs, Landlord's remedies may include but are not limited to:

(1) Landlord may immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant and remove its or their effects (forcibly, if necessary) without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and, upon entry as aforesaid, Landlord shall have the right, by suitable notice to Tenant, forthwith to terminate this Lease; and Tenant covenants and agrees, notwithstanding any entry or re-entry by 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 or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof, but, in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent and other charges received by Landlord in reletting, after deduction of all reasonable expenses incurred in reletting the Premises (including, without limitation, remodeling

costs, brokerage fees, reasonable attorney's fees and the like), and in collecting the rent in connection therewith, in the following manner.

Amounts received by Landlord after reletting shall first be applied against such Landlord's expenses, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the term of this Lease (Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered, the amounts received from reletting by Landlord as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant. Further, amounts received by Landlord from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms.

To induce the Landlord to enter into this Lease, (i) the Tenant confirms and agrees that this transaction is a commercial and not a consumer transaction, and (ii) the Tenant hereby waives any right to trial by jury in any action, proceeding or counterclaim brought by the Landlord against the Tenant on any matters whatsoever arising out of or in any way connected with this lease, the relationship of the Landlord and the Tenant, the Tenant's use or occupancy of the demised premises, and/or any claim of injury or damage.

Without limiting the generality of the foregoing, following any Event of Default pursuant to this Section, Landlord may at any time or times thereafter commence one or more lawsuits against Tenant, or amend any lawsuit then pending, in order to enforce the rights and remedies provided herein or available at law or in equity, and specifically to enforce Tenant's obligations to pay liquidated damages and/or to indemnify Landlord against loss of rental and other payments for the unexpired Term.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

(b) Tenant hereby expressly waives any and all common law and statutory notices to quit, and expressly agrees that the notice provisions contained herein shall be in lieu thereof. Upon an Event of Default, Landlord may, but shall not be obligated to, serve upon Tenant a notice of lease termination which shall terminate the Lease upon service to Tenant.

(c) If an Event of Default occurs then, in addition to any other remedy Landlord may have at law or equity, Landlord may, at its sole option, (i) apply the Security Deposit, if any, toward the satisfaction of such Event of Default without waiving any of Landlord's other rights hereunder, (ii) cure Tenant's Event of Default at Tenant's cost and expense, and/or (iii) lawfully enter the Premises or any part thereof in the name of the whole or mail or deliver a notice of termination addressed to Tenant at the Premises, and upon entering or mailing as aforesaid repossess the same as the former estate of

Landlord and expel Tenant and those claiming by, through, or under Tenant without being deemed guilty of any manner of trespass and without prejudice to any other remedies which Landlord may have for arrears of Rent or Additional Rent or preceding breach of covenant.

ARTICLE X MISCELLANEOUS

10.1 TITLES

The titles of the Articles are for convenience and are not to be considered in construing this Lease.

10.2 NOTICE OF LEASE

Upon request of either party, both parties shall execute and deliver, after the Term begins, a short form of this Lease in a form appropriate for recording or registration, and if this Lease is terminated before the Term expires, an instrument in such form acknowledging the date of termination.

10.3 INTENTIONALLY DELETED

10.4 NOTICE FROM ONE PARTY TO THE OTHER

No notice, approval, consent requested, or election required or permitted to be given or made pursuant to this Lease shall be effective unless the same is in writing. Communications shall be addressed, if to Landlord at Landlord's Address or at such other address as may have been specified by prior notice to Tenant and, if to Tenant, at Tenant's Address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if mailed by registered or certified mail, return receipt requested, delivered by hand, or by overnight express service by a carrier providing a receipt of delivery.

10.5 BIND AND INURE; LIMITATION OF LANDLORD'S LIABILITY

The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. No party named herein nor any successor owner of the Premises or successor Tenant, whether an individual, trust, a corporation or otherwise, nor any partner (general or limited), associate, participant, principal (disclosed or undisclosed), agent, employee, trustee, or other fiduciary, beneficiary, officer, or other person or entity in, or of, any partnership, association, joint venture, corporation or other entity, trust, or estate, from time to time shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to the other (it being agreed that such exoneration from personal liability is and shall be absolute and complete with no exception whatsoever).

10.6 NO SURRENDER

The delivery of keys to any employees of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.7 NO WAIVER, ETC.

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the Rules and Regulations referred to in Section 6.1.4, whether heretofore, or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Annual Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver is in writing, signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.8 NO ACCORD AND SATISFACTION

No acceptance by Landlord of a lesser sum than the Annual Rent and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

10.9 CUMULATIVE REMEDIES

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions, or provisions.

10.10 PARTIAL INVALIDITY

If any term 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 to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.11 LANDLORD'S RIGHT TO CURE

If Tenant shall at any time default in the performance of any obligation under this Lease, after notice as provided for in this lease, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All

sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Boston), and all reasonable and necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.12 ESTOPPEL CERTIFICATE

Tenant agrees on the Commencement Date, and from time to time thereafter, upon not less than ten (10) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing in the form attached hereto as Exhibit F, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Annual Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Annual Rent, additional rent and other charges have been paid. Any such statements delivered pursuant to this Section 10.12 may be relied upon by any prospective purchaser or mortgagee of premises which include the Premises or any prospective assignee of any such mortgagee. Landlord agrees to provide similar Estoppel Certificates at the request of Tenant.

10.13 WAIVER OF SUBROGATION

Any insurance carried by either party with respect to the Premises and property therein or occurrences thereon, shall if the other party so requests and it can be so written without additional premium or with an additional premium which the other party agrees to pay, include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such clause or endorsement to the extent of the indemnification received thereunder.

10.14 BROKERAGE

Tenant represents and warrants that it has dealt with no broker in connection with this transaction other than those listed in Section 1.1, and agrees to defend, indemnify and save Landlord harmless from and against any and all claims for a commission arising out of this Lease made by anyone other than those listed in Section 1.1.

10.15 FORCE MAJEURE

With respect to any services to be furnished, or obligations to be performed by Landlord or Tenant to the other, neither party shall ever be liable for failure to furnish or perform the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war, or other emergency, or for any cause beyond reasonable control, or for any cause due to any act or omission of

the other or their invitees, customers, servants, agents, employees, licensees, or any person claiming by, through, or under the other (collectively "Events of Force Majeure").

ARTICLE XI

SECURITY DEPOSIT

Landlord acknowledges receipt from Tenant of the Security Deposit to be held by Landlord, as security without interest, for and during the Term, which deposit shall be returned to Tenant within five (5) business days after the termination of this Lease, provided there exists no breach of any undertaking of Tenant. If all or any part of the Security Deposit is applied to an obligation of Tenant hereunder, Tenant shall immediately, upon request by Landlord, restore the Security Deposit to its original amount. Tenant shall not have the right to call upon Landlord to apply all or any part of the Security Deposit to cure any default or fulfill any obligation of Tenant, but such use shall be solely in the discretion of Landlord. Upon any conveyance by Landlord of its interest under this Lease, the Security Deposit may be delivered by Landlord to Landlord's grantee or transferee. Upon any such delivery, Tenant hereby releases Landlord herein named of any and all liability with respect to the Security Deposit, its application and return, and Tenant agrees to look solely to such grantee or transferee. Tenant acknowledges that the Security Deposit may be increased by Landlord from time to time proportionate with increases in the then monthly rent. In the event that Landlord notifies Tenant of a Security Deposit increase, Tenant shall provide said supplemental deposit within 30 days of receipt of said notice. It is further understood that this provision shall also apply to subsequent grantees and transferees.

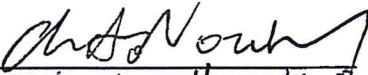
11.1 LICENSES AND PERMITS

Tenant may terminate this lease in the event Tenant is unable, despite Tenant's diligent efforts, to secure licenses, permits or approvals necessary for the operation of Tenant's business in the Premises upon notice to Lessor by 2/28/13, whereupon this lease shall be terminated, all obligations of the parties shall cease and neither party shall thereafter be obligated to the other.


EXECUTED as a sealed instrument in two or more counterparts on the day and year first above written.

TENANT:

CJ's Pizza? (MAY BE NEW ENTITY)
Road LLC

By: 
Name: Christos Vozikis
Title: president

LANDLORD:

By:  29 Hudson
Name: Jeffrey Walker
Title: Manager

By: _____
Name: _____
Title: _____

EXHIBIT "A"
PLAN SHOWING PREMISES
Intentionally left blank

EXHIBIT "B"
SPECIFICATIONS OF LEASEHOLD IMPROVEMENTS

Landlords Work

Landlord will deliver the space in a "vanilla box" condition.

The term "vanilla box" for the purpose of this agreement shall include:

200 amp 3 phase electrical service.

Drywall the walls on the perimeter of the space.

Sprinkler will be distributed as upright.

Fire Alarm will be brought to space.

Entrance door will be a 3070 door with glass insert. Lower level door does not include a glass insert.

EXHIBIT "C"
BUILDING SERVICES

(With respect to those performed by Landlord, Landlord shall be reimbursed for in accordance with Sections 4.2 and 4.3 of the Lease.)

I. **HEATING, VENTILATING AND AIR CONDITIONING**

1. Landlord shall perform standard Preventative Maintenance functions on the roof top equipment servicing Tenants premises as part of standard operating cost. Any additional equipment required by the Tenant shall be its responsibility. All repairs and maintenance to the additional equipment shall be bill directly to the Tenant.

II. **WATER**

1. Landlord is responsible for providing water for standard water use. If the Tenant water use is above the standard restaurant use, Landlord, at Landlords option may install a water meter and bill Tenant directly for the addition water use.

III. **ELECTRICITY**

1. Tenant shall pay for all electricity consumed in Tenant's space. The consumption shall be measured by a separate meter to be installed by Landlord in Tenant's name, and Tenant shall pay for such consumption directly to the electrical utility company. To ensure that such capacity is not exceeded and to avert possible adverse effects upon the Building's electrical system, Tenant shall not, without prior notice to Landlord in each instance, connect to the Building electric distribution system any fixtures, appliances or equipment which operates on a voltage in excess of 120 volts nominal or make any alteration or addition to the electric system of the Tenant's space. Unless Landlord shall reasonably object

to the connection of any fixture, appliance or equipment, all additional risers and other equipment required therefore, shall be provided by Landlord and the cost thereto shall be paid by Tenant upon Landlord's demand.

IV. TRASH REMOVAL

Landlord shall provide Common dumpsters which will accommodate Tenants normal and reasonable restaurant use.

V. GLASS REPLACEMENT

1. Tenant is responsible for maintenance, and replacement if needed, of all glass in its premises. Replacement glass must be in accordance with Landlord specifications.

VI. EXTERIOR AND COMMON AREA MAINTENANCE

1. Landlord shall maintain the Lot and Common Areas of this Building which include the following:
 - * Snow removal on drives, lots, and the exterior walkways;
 - * Sanding of drives, lots, and the exterior walkways;
 - * Maintenance and repair of Building exterior (excluding glass) (see Item V. Glass Replacement);
 - * Maintenance and repair of parking lots;
 - * Maintenance and repair of detention or site drainage facilities;
 - * Maintenance and repair of fire or sprinkler mains, fire hydrant(s) and central fire alarm system;
 - * Maintenance and repair of common area electrical equipment, including parking lot lighting;
 - * Maintenance and repair of roof;
 - * Maintenance of all landscaping, including fertilization, mowing, and any replacement of flowers, shrubs or lawn; and
 - * Maintenance and repair of lawn irrigation system.
 - * Maintain the whole of the property in a neat, clean and first class condition, reasonably free of rubbish and debris at all times.

The above services shall include all workmen's compensation, fringe benefits, insurance premiums and payroll taxes paid by the Landlord on behalf of services provided.

EXHIBIT "D"
RULES AND REGULATIONS

1. The entrance, lobbies, passages, corridors, elevators, and stairways, shall not be obstructed by Tenant, Tenant's agents, servants, employees, licensees, and visitors, nor be used by them for any purpose other than for ingress and egress, to and from the premises. The moving in or out of all safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and bulky matter to be brought into the Building and to exclude from the Building all freight and bulky matter which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
2. No signs, other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the premises, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.
3. No additional locks or bolts of any kind shall be placed upon the exterior doors or windows by Tenant, nor, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed). Nor shall any changes be made to existing locks (or the mechanism thereof) serving exterior doors.
4. Canvassing, soliciting and peddling in the building or on the lot are prohibited, and Tenant shall cooperate to prevent the same.
5. The use of parking spaces, other than those specifically assigned to the Tenant, shall be prohibited. Vehicles shall be removed from the parking area and relocated during the process of snowplowing, sanding, sweeping, or other maintenance operations. Vehicles such as campers, storage trailers, mobile homes, shall not be left on the premises, or occupied for any purposes while on the premises.
6. No signs, placards, balloons, lighting systems, or other forms of advertising, or promotional systems, shall be employed or installed on the premises, without expressed consent, in writing, by the Landlord.
7. The use of the premises, or surrounding areas, shall not be utilized for sporting events, outings, picnics, parties or gatherings, or any functions, which might interfere with the normal use and operations of the other tenants on the premises

8. Tenant will closely monitor its trash removal procedures to make sure that employees place all trash inside the assigned or rented compactor/dumpster. Under no circumstances is any trash to be left on the ground and if dropped, Tenant will immediately clean up the spillage and place it inside the receptacle.

EXHIBIT "E"
SUBORDINATION, NON DISTURBANCE & ATTORNMENT

EXHIBIT "F"
ESTOPPEL CERTIFICATE

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CJ's Pizzeria-Sudbury
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DAVIS ARCHITECTS
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AIA.

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