

SUDBURY BOARD OF SELECTMEN
 AGENDA - TUESDAY, JULY 8, 2014
 7:30 P.M., LOWER TOWN HALL, 322 CONCORD ROAD
 MEETING #2015-01

2015-01-01	7:30 PM		Opening remarks by Chairman
2015-01-02	7:35 PM		Reports from Town Manager
2015-01-03	7:45 PM		Reports from Selectmen
2015-01-04	7:55 PM		Citizen's comments on items not on agenda
2015-01-05	8:00 PM	Vote	PUBLIC HEARING: Regarding the transfer of a Restaurant License for the Sale of All Alcoholic Beverages, under M.G.L. Ch. 138, s.12, from Ali Bigdeliazari, Manager, Bellino's Restaurant Group, LLC, d/b/a Bistro 20, at 120 Boston Post Road, Sudbury, to Sudbobcon, Robert Conrad, President. <i>(Robert Conrad and Ali Bidgeliazari to attend.)</i>
2015-01-06			Miscellaneous: Discussion on Special Town Election (potentially September 9, 2014) and Special Town Meeting, date to be determined, as requested by Facilities Director Jim Kelly
2015-01-07		Vote	Vote to authorize Chair to execute MSBA Initial Compliance Certification relative to the application for MSBA funding of partial roof/window/door replacements, as requested by the Permanent Building Committee.
2015-01-08		Vote	Discussion and vote to approve the Selectmen appointment of Pat Brown to the MAPC's Minuteman Advisory Group on Interlocal Coordination (MAGIC) for a 1-year term ending July 1, 2015.
2015-01-09			Discussion on next steps regarding Minuteman High School's direction for Sudbury.
2015-01-10			Sudbury Celebrates 375/Sudbury Day Committee: update and presentation by co-chair Hal Cutler.
2015-01-11		Vote	Consent Calendar: Vote to approve the June 10, 2014 regular session meeting minutes.
2015-01-12			Vote to re-appoint Amy E. Lepak, 54 Jarman Road, and Robert Morrison, 16 October Road, to the Sudbury Housing Trust, both terms to expire April 30, 2016, and send letters of appreciation to the two members who have resigned: Michael Hewitt and Peter M. Crowe.

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.

2015-01-13		Vote	Vote to re-appoint Steven S. Eppich, 841 Concord Road; Craig E. Blake, 300 Old Lancaster Road; Kirsten Roopenian, 45 Harness Lane; John K. Baranowsky, 103 Belcher Drive; Daniel Kenn, 83 Robbins Road; Jonathan Lapat, 14 Ledge Road; Jonathan L. Danielson, 37 Landham Road; Peter J. Cramer, 40 Singletary Lane; to the Route 20 Sewer Citizen's Advisory Committee, all for terms to expire June 30, 2016.
2015-01-14		Vote	Vote to re-appoint Scott Nassa, 36 Clark Lane; Robert C. Haarde, 37 Belcher Drive; Eric D. Poch, 182 Pratts Mill Road; Stephen E. Grande, 60 Union Avenue; Ted Pasquarello, 74 Fox Run; Michael Coutu, 150 Nobscot Road; Andrew R. Sullivan, 28 French Road; Peter J. Abair, 14 Dawson Drive; Michael Precourt, 63 Harness Lane; Elizabeth D. Eggleston, 32 Old Framingham Road, Unit #29; Jody A. Kablack, 278 Old Sudbury Road, to the Route 20 Sewer Steering Committee, all for terms to expire June 30, 2016.
2015-01-15		Vote	Vote to appoint Election Officers for a one-year term commencing August 15, 2014 and ending August 14, 2015, as recommended by the Democratic and Republican Town Committee Chairmen and the Town Clerk.
2015-01-16		Vote	As the Licensing Authority for the Town of Sudbury, vote to approve the application of Bullfinch's Restaurant, 730 Boston Post Road, for a special outdoor entertainment permit to conduct weeknight soft jazz performances on the following Monday evenings: July 21, August 11, and September 15, 2014 from 6:00 PM to 9:00 PM.
2015-01-17		Vote	Vote to authorize the Town Manager to execute a \$24,500 contract with The Cecil Group for design services related to the Route 20 Zoning Study and the Town's sewer project, as requested by Jody Kablack, Director of Planning and Community Development.
2015-01-18		Vote	Vote to approve the award by the Town Manager for the lease-purchase of one Toro Groundsmaster 5910 mower at a cost of \$95,773.89, said purchase to be financed over a five-year period; the Town Manager to execute all documents related thereto inclusive of the Lease-Purchase Agreement as negotiated by Town Counsel's Office; and further; Vote to approve the award by the Town Manager without further approval of the Board of Selectmen for all equipment proposed for lease-purchase or purchase approved by ATM14 Town Meeting and incorporated in the operating budgets or the Capital Budget for the departments involved under the Town Manager.
2015-01-19		Vote	Vote to authorize an increase in the Regional Housing Services Revolving Fund maximum amount for FY15 from \$5,000 to \$20,000, as requested by Jody Kablack, Director of Planning and Community Development.

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

2015-01-20		Vote	Vote to accept a Drainage Easement, dated June 26, 2014, granted by Distinctive Acton Homes, Inc. on Easement areas shown as “Proposed Drainage Easement (20-Ft. wide)” on a portion of Lot 4 and “Proposed Drainage Easement” on Lot 1 on a Definitive Subdivision plan entitled “North Ridge Farm”, Sheet 3 of 9, 338 North Road, dated November 1, 2013, last rev. May 2, 2014, prepared by Foresite Engineering, as requested by Jody Kablack, Director of Planning and Community Development.
2015-01-21		Vote	Vote to authorize the Town Manager to execute a \$12,000 contract with Woodard & Curran for engineering work associated with compliance of the Town’s EPA MS4 Stormwater Permit.
2015-01-22		Vote	Vote to approve contract by the Town Manager at the request of the Facilities Director with Lan-Tel Communications, Inc. for the purchase and installation of surveillance systems at the Flynn Building (\$26,784) and Goodnow Library (\$21,947).

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AGENDA REQUEST - Item #5

BOARD OF SELECTMEN

Requestor's Section:

Date of request: June 2, 2014

Requestor: Ali Bideliazari, Owner/Manager, Bistro20 Restaurant, 120 Boston Post Road

Action requested:

Vote whether or not to approve a transfer of an All Alcohol Beverages license from Bistro20 to new owner, Robert Conrad, d/b/a Conrad's Restaurant.

Financial impact expected: none

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

See attached application materials; Town Counsel has reviewed, and Department heads have no issues with this transfer.

Recommendations/Suggested Motion/Vote: Vote to approve the transfer of a Restaurant License for the Sale of All Alcoholic Beverages, under M.G.L. Ch. 138, s.12, from Ali Bigdeliazari, Manager, Bellino's Restaurant Group, LLC, d/b/a Bistro 20, at 120 Boston Post Road, Sudbury, to Sudbobcon, Robert Conrad, President.

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

Robert Conrad and Ali Bidgeliazari to attend

Selectmen's Office Section:

Date of Selectmen's Meeting: 7/8/14

Board's action taken:

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

Future Agenda date (if applicable):

Town Counsel approval needed?

Yes (X)

No ()

Bistro 20/Conrad's: Transfer of License Documents

- License Request Checklist
- Department Feedback
- Certificate of Good Standing from MA Department of Revenue
- Petition for Transfer of Ownership
- Retail Transmittal Form
- Applicant's Statement
- Newspaper Notice
- Retail Application
- Articles of Organization for Corporation or LLC
- Signed Lease Documents
- ~~Manager Application~~
- ~~Personal Information Form~~
- Purchase and Sale of Business
- Vote of Corporate Board

ALL ALCOHOL/WINE & MALT LICENSE REQUEST CHECKLIST

INFORMATION REQUIRED	APPLICATION DETAILS	COMPLETED
Applicant	Sudbobcon, d/b/a Conrad's Restaurant	
Date of submission (30 day limit for Public Hearing)	June 2, 2014	
Contact	Robert Conrad	
Phone No.	617-257-5001	
Email address	Bob-conrad@comcast.net	
Ask Town Counsel to review application	Approved with no comments	6/12/14
Prepare public hearing notice, and submit to newspaper	Published in Town Crier 6/26/14	Sent 6/19/14
Copies of Notice to Dept. Heads requesting reports due a week before meeting: Building Inspector Board of Health Fire Chief Police Chief	Comments received from Department Heads included in packet	Sent notice 6/12/14
Generate abutters list		6/20/14
Send Newspaper Notice to abutters, applicant and attorney (if applicable) via certified mail		6/23/14
Email/call applicant with hearing date reminder		7/3/14
Prepare all licenses for BOS meeting		7/1/14
Prepare ABCC Form 43 for BOS meeting		7/1/14

ABCC QUOTA of Sudbury licenses: 32

Sec. 12: Pouring Licenses: 23
Sec. 15: Package Stores: 9

Licenses ISSUED to date: 21

Sec. 12: Pouring Licenses: 18
Sec. 15: Package Stores: 3

Breakdown of License Quota:

Pouring All Alcohol: 18 Wine & Malt: 5
Package All Alcohol: 4 Wine & Malt: 5

Breakdown of Licenses Issued:

Pouring All Alcohol: 14 Wine & Malt: 4
Package All Alcohol: 2 Wine & Malt: 1

NOTE:

In the event of a Selectmen's Meeting is cancelled, email or phone notification must be sent to: BOS, Recording Secretary, dept. heads involved, website, and attendees for the agenda item.

Bistro 20/Conrad's Department Feedback

Board of Health Approval:

From: Leupold, Bob
Sent: Friday, June 13, 2014 11:48 AM
Subject: Bistro 20 License Transfer

The applicant, Robert Conrad, has contacted the Board of Health concerning the transfer of the Food Establishment Permit and asked if there were any issues concerning the property. The transfer should have no issues.

-Bob Leupold

Building Department Approval:

From: Herweck, Mark
Sent: Friday, June 13, 2014 11:37 AM
Subject: RE: Bistro 20 License Transfer

The Building department has no issues with this Transfer. Thank you.

Fire Department Approval:

From: Whalen, John
Sent: Thursday, June 26, 2014 11:04 AM
Subject: FW: Bistro 20 License Transfer

The Fire Department would have no objection in the license transfer for Bistro 20. Once completed the Fire Department will be conducting inspections for fire and life safety.

If you any questions please let me know.

-John M. Whalen, Assistant Fire Chief

Police Department Approval:

From: Grady, Robert
Sent: Tuesday, July 01, 2014 11:13 AM
Subject: RE: Bistro 20 License Transfer

I am aware of no issues with this license transfer which would impact it negatively. I had conversation with Chief Nix in regard to it and he indicated he had no issues with the transfer. I will speak to the Chief this afternoon, if anything is contrary to what's above I will notify you right away.

-Bob Grady

MASSACHUSETTS DEPT. OF REVENUE
P.O. BOX 7066
BOSTON, MA 02204



AMY PITTER, COMMISSIONER
ROBERT O'NEILL, BUREAU CHIEF

BISTRO 20 DBA BELINOS RESTAURANT
120 BOSTON POST RD
SUDBURY, MA 01776

T/P ID 272013123
Date 5/27/2014
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours

A handwritten signature in black ink, appearing to read "Robert O'Neill".

Robert O'Neill, Bureau Chief



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114**

**PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),
DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)**

1250-00003

ABCC License Number

Sudbury

City/Town

The licensee A. Bellinos Restaurant Group llc and the proposed transferee B. Sudbobcon

respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).



Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Ali Bigdeliazari	Manager	18 Juniper Road Medway MA 02053	50 %
Elaine Bigdeliazari	Member	18 Juniper Road Medway Ma 02053	50 %

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
Robert Conrad	President	91 Millbrook Ave Walpole MA 02081	100 %

The above named proposed transferee hereby joins in this petition for transfer of,said license.

SIGNATURE OF LAST-APPROVED LICENSEE: [Signature]

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

Date Signed 06/05/2014

SIGNATURE OF PROPOSED TRANSFEREE: [Signature]



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

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

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

ECRT CODE: RETA

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

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

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input checked="" type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Transfer of License |
| <input checked="" type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input checked="" type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) §15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other <input type="text"/> | | | |

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

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

APPLICANT'S STATEMENT

I, the sole proprietor; partner; corporate principal; LLC/LLP member

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

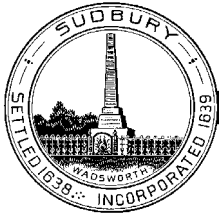
I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and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

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

Signature:

Date:

Title:



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

LEGAL NOTICE TOWN OF SUDBURY

The Board of Selectmen, acting as the Licensing Authority of the Town of Sudbury, will hold a Public Hearing on Tuesday, July 8, 2014, at 8:00 p.m. in the Town Hall, 322 Concord Road, Sudbury, MA on the following application:

For the transfer of a Restaurant License for the Sale of All Alcoholic Beverages, under M.G.L. Ch. 138, s.12, from Ali Bigdeliazari, Manager, Bellino's Restaurant Group, LLC, d/b/a Bistro 20, at 120 Boston Post Rd., Sudbury, to Sudbobcon, Robert Conrad, President. Other than cosmetic changes to the premises, no alterations are planned. The described premises are as follows: Main floor: lounge, two dining rooms, service bar, kitchen and office; storage in two enclosed rooms in cellar; one entrance and one emergency exit on the south side, two exits on the north side, plus an 18' x 25' deck for dining on the east side of building, accessed solely from the lounge.

BOARD OF SELECTMEN

For publication: *Sudbury Town Crier* June 26, 2014

Date: June 19, 2014

cc: Applicants
Building Department
Fire Department
Board of Health
Police Department

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Sudbury

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual)

B. Business Name (if different) : C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: City/Town: State: Zip:

F. Business Phone: G. Cell Phone:

H. Email: I. Website:

J. Mailing address (If different from E.): City/Town: State: Zip:

2. TRANSACTION:

- New License
- New Officer/Director
- Transfer of Stock
- Issuance of Stock
- Pledge of Stock
- Transfer of License
- New Stockholder
- Management/Operating Agreement
- Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual
- (6) Day to (7)-Day License
- Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- \$12 Restaurant
- \$12 Hotel
- \$12 Club
- \$12 Veterans Club
- \$12 General On-Premises
- \$12 Tavern (No Sundays)
- \$15 Package Store

4. LICENSE CATEGORY:

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

5. LICENSE CLASS:

- Annual
- Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Robert Conrad
ADDRESS: 91 Millbrook Ave
CITY/TOWN: Walpole STATE: MA ZIP CODE: 02081
CONTACT PHONE NUMBER: 617-257-5001 FAX NUMBER: 781-551-8792
EMAIL:

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

One floor: Lounge, two rooms, service bar, kitchen, office, storage in two enclosed rooms in cellar, one entrance and one emergency exit on south side, two exits on north side plus an 18' x 25' deck for dining on the east side of bldg., accessed from the lounge

Total Square Footage: 6600 Number of Entrances: 1 Number of Exits: 2
Occupancy Number: 230 Seating Capacity: 230

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Assignment of Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Individual Other:

Name: Willaim C. Roberts Phone: 781-431-7344

Address: 12 Washington St City/Town: Wellesley State: MA Zip: 02148

Initial Lease Term: Beginning Date 07/12/2010 Ending Date 07/11/2030

Renewal Term: Options/Extensions at: Years Each

Rent: 120000 Per Year Rent: 10000 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales? Yes No

IMPORTANT ATTACHMENTS(4):

- 1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in \$10 and must submit a completed Personal Information Form attached to this application.
- 2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
- 3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n): Other :

If the applicant is a Corporation or LLC, complete the following: Date of Incorporation/Organization:

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes No

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

- A. All individuals or entities listed below are required to complete a [Personal Information Form](#).
- B. All shareholders, LLC members or other individuals with any ownership in this license must complete a [CORI Release Form](#).

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Robert Conrad	President	100	

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

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No **If yes, list said interest below:**

Name	License Type	Licensee Name & Address
Bobcon Inc	<input type="text" value="§12 Restaurant"/>	Robert Conrad 91 Millbrook Ave Walpole MA 02081
Condev Inc	<input type="text" value="§12 Restaurant"/>	Robert Conrad 91 Millbrook Ave Walpole MA 02081
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	

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

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No
2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
3. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

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

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

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

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	400,000
C. Costs of Renovations/Construction:	300,000
D. Initial Start-Up Costs:	100,000
E. Purchase Price for Inventory:	
F. Other: (Specify)	
G: TOTAL COST	800,000
H. TOTAL CASH	200,000
I. TOTAL AMOUNT FINANCED	600,000

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

I will be paying the initial \$200,000 from existing business checking accounts and financing the 600,000 with my business equity and home equity lines at Norwood Bank as well as a commercial loan if needed from Norwood bank.

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

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing
Norwood Bank	600,000	Equity Line/Commercial Loan

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

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

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

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

1. If yes, to whom:

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

5. Terms of Loan :

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

1. If yes, to whom:

2. Number of Shares:

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

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

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

The existing bar will be remolded into a function room and the existing dining room will be a lounge and dining room.

21. ANTICIPATED OPENING DATE:

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

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

ARTICLE I

The exact name of the corporation is:

Sudbobcon, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
common	275,000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

See additional page attached hereto and incorporated herein.

ARTICLE VI

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

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
120 Boston Post Road, Sudbury, MA
- b. The name of its initial registered agent at its registered office:
John P. Rauseo, Esq.
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Robert Conrad, 91 Millbrook Ave., Walpole, MA 02081

Treasurer: Robert Conrad, 91 Millbrook Ave., Walpole, MA 02081

Secretary: Robert Conrad, 91 Millbrook Ave., Walpole, MA 02081

Director(s): Robert Conrad, 91 Millbrook Ave., Walpole, MA 02081

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
Food Service/Restaurant
- f. The street address of the principal office of the corporation:
120 Boston Post Road, Sudbury, MA
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

120 Boston Post Road, Sudbury, MA _____, which is
(number, street, city or town, state, zip code)

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

Signed this Robert Conrad 6 day of June, 2014 by the incorporator(s):

Signature: Robert Conrad

Name: Robert Conrad

Address: 91 Millbrook Ave., Walpole, MA 02081

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ _____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20____, at _____ a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner
Name approval
C
M

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION
Contact Information:

Telephone: _____
Email: _____

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Attachment Sheet

Page 1 of 2

ADDENDUM "A"

Sudbobcon, Inc.

(GENERAL LAWS CHAPTER 156D)

ARTICLE I - TRANSFER OF SHAREHOLDERS' INTERESTS

Section 1.1. Restrictions.

(A) No Transfer shall be made by any Shareholder of the whole or any part of the Shareholder's Interest in the Company without the prior written consent of Shareholder(s) who collectively hold(s) a Majority of the Shareholder Interest of the Company.

(B) Any Transfer, whether voluntary or involuntary, shall be of Economic Interest only, and no person shall be admitted as an additional Shareholder, nor shall an existing Shareholder obtain additional interest in management, unless otherwise approved by the Shareholders in accordance with Section 1.4.

Section 1.2. Sale of Interest.

(A) Right of First Refusal. At any time a Shareholder proposes a bona fide sale of any or all of the Shareholder's Interest that Shareholder shall give written notice to the other Shareholders and the Company stating the name and address of the proposed buyer, the price to be paid therefore and the terms of the payment. In such event, the Company and/or the remaining Shareholders shall have the option, exercisable upon written notice to the Selling Shareholder and the other Shareholders within thirty (30) days, to purchase all or any part of the Selling Shareholder's Interest (or, if more than one Shareholder desires to purchase the Selling Shareholder's Interest, each Shareholder is entitled to purchase an equal percentage) at the price and upon the terms bona fide offered by the proposed buyer. In determining whether or not the Company shall exercise its option, the Selling Shareholder shall vote as directed by a vote of the other Shareholders.

(B) Complete Buy Out. If at any time a Shareholder proposes a bona fide sale of any or all of the Shareholder's Interest, a decision by the Shareholder(s) who collectively hold(s) a Majority of the Shareholder Interest may require all Shareholders to sell their Interests to the proposed buyer.

Section 1.3. Effect of Assignment: Documents. All interests in the Company transferred, assigned or bequeathed shall be subject to the restrictions and obligations set forth in this Agreement. The assignee or transferee of an Interest in the Company receives the transferring Shareholder's Economic Interest only and has no right to participate in the management of the business and affairs of the Company or to become a Shareholder.

Section 1.4. Admission of Substitute Shareholders. An assignee or transferee of an Interest in the Company shall be admitted as a substitute or additional Shareholder and/or entitled to all the rights of the Shareholder who initially assigned the Interest, with the approval, which may be withheld in their sole and absolute discretion, of the Shareholder(s) who collectively hold(s) a Majority of the Shareholder Interest. As a condition to any sale, transfer, assignment or admission permitted hereunder, the transferee, assignee, substitute or additional Shareholder must execute this Agreement and agree to be bound by all of its terms and provisions as substituted Shareholder or additional Shareholder.

Section 1.5. Exception for Single Shareholder Company. Notwithstanding any other provision of this Agreement, at any time that there is only one Shareholder of the Company, all or a portion of that Shareholder's Interest may be disposed of in any manner provided by law, and, upon such disposition, the transferee shall become a Shareholder without further action on the part of the transferee, the Company or the Shareholder.

Section 1.6. Invalidity. Transfers in violation of the provisions of this Article I shall be null and void and of no effect for any purpose.

Section 1.7. Non-Competition by Transferring Shareholder.

(A) During the period commencing on the date of Transfer and ending two (2) years after such date, a Shareholder who transfers his, her or its Interest in the Company shall not directly or indirectly solicit the business of any client or customer of the Company or accept employment or a management or consultation position, either directly or indirectly, with any client or customer of the Company. In addition, a Shareholder who transfers his, her or its Interest in the Company shall not directly or indirectly solicit, induce, recruit or encourage any employee, consultant or Shareholder of the Company to leave the association of the Company.

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Attachment Sheet

Page 2 of 2

(B) During the period commencing on the date of Transfer and ending two (2) years after such date, a Shareholder who transfers his, her or its Interest in the Company shall not, own or have an interest in, or act as principal, director or officer of, any firm, company or corporation (i) engaged in a venture or business substantially similar to that of the Company or (ii) which is in direct or indirect competition with the Company within twenty-five (25) miles of any location in which the Company operates.

(C) If any court shall determine that the duration, geographical limits or any other provisions of the restrictions contained in this Section 1.6 are unenforceable, the Company and the Transferring Shareholder jointly and severally agree to execute an amendment to this Agreement containing provisions so as to render the restrictions of this Section 1.7 valid and enforceable, with all other provisions of this Agreement to remain in full force and effect.

CORPORATE AUTHORIZING VOTE
LET'S EAT, INC.

VOTED:

That the form of AGREEMENT TO MODIFY AND ASSIGN LEASE dated as of April ____, 2010 between Let's Eat, Inc. and Bellino's Restaurant Group, LLC, Ali Bigdeliazari and/or Shane Manfred and William C. Roberts, be and it hereby is approved; and that Stephen T. Corcoran, as President and Treasurer of the Corporation, hereby is authorized in the name and on behalf of the Corporation to execute and deliver copies of said AGREEMENT TO MODIFY AND ASSIGN LEASE, with such changes therein and additions thereto as shall be approved by the officer executing the same, the execution thereof by the above-named officer of the Corporation to be, and each of them is, hereby authorized and directed to take all such further action and to execute and deliver such further instruments and documents in the name and on behalf of the Corporation as in his or their judgment shall be necessary, proper, or advisable in order to carry out the intent and accomplish the purposes of this resolution.

VOTED:

That the extent that any of the actions contemplated by the foregoing authorization may already have been taken, such actions be and hereby are approved, ratified and conformed.

A TRUE COPY ATTEST:


4/21/10

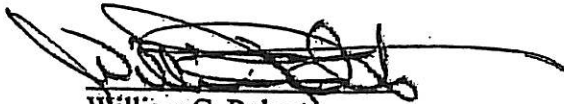
STEPHEN T. CORCORAN, SECRETARY



ch


IN WITNESS WHEREOF, the parties hereto execute this Lease under seal as of the date first written above.

Landlord


William C. Roberts

Tenant

Let's Eat, Inc.

By: 
Stephen T. Corcoran,
President, and not individually

(Preliminary)
PURCHASE & SALES AGREEMENT

AGREEMENT made this 22nd day of May 2014 by and

between BELLINO'S RESTAURANT GROUP LLC and ALI BIGDELI AZARI of 18 Juniper Rd., Medway, MA 02053, hereinafter referred to as the Seller, and

ROBERT CONRAD of 905 Main St., Walpole, MA 02081 hereinafter referred to as the Buyer.

WITNESSETH AS FOLLOWS:

WHEREAS, the Seller is the owner of certain equipment, stock in trade, fixtures and goodwill in and of the business known as

BISTRO 20 RESTAURANT located at 120 Boston Post Rd., Sudbury, MA.

WHEREAS, the Buyer desires to purchase the aforementioned business and related tangible and intangible property.

NOW, THEREFORE, the parties agree as follows:

1. Sale of Assets: The Seller agrees to sell, transfer, and deliver to the Buyer all of his right, title and interest in and to the assets, equipment, fixtures, and personal property as described in Exhibit "A" attached hereto and made a part hereof, of that certain business known as BISTRO 20 RESTAURANT, together with the good will thereof and permit transfer to the extent allowed by law of all licenses, and the right to use the trade name BISTRO 20 RESTAURANT including equipment, fixtures, together with parts and accessories hereto and all other personal property hereinafter listed in a Bill Of Sale from the Seller to the Buyer used in connection with the business. The consideration shall be the total consideration payable by the Buyer for each category of the assets as follows:

A) Furniture, fixtures, equipment and accessories \$ _____

B) Goodwill and trade name	\$ _____
C) Non-competition	\$ _____
TOTAL	\$400,000.00

It is warranted that the Seller has good and marketable title to and owns outright all the business, furnishings, fixtures, equipment, as set forth in Exhibit "A" and to be transferred by the Seller to the Buyer under this Agreement, free and clear of all debts, liens and encumbrances.

2. Payment of Purchase Price:

The purchase price shall be paid to the Seller in the following manner:

- a) \$1,000.00 paid as a deposit on _____.
- b) \$39,000.00 to be paid as a further deposit upon the signing of this document and to be held by New England Restaurant Brokers in an Escrow account.
- c) \$85,000.00 bank or certified check payable in the following way at Closing:
 - 1.) \$45,000.00 payable to the Seller.
 - 2.) \$40,000.00 payable to Broker as payment of commission.
- d) \$75,000.00 due within six months of opening
- e) \$200,000.00 shall be paid in the form of a promissory note due 3 years from the date of the Closing, and payable with 6% interest on the unpaid balance with 36 equal payments of \$6,084.39. Payments on this note to begin nine months after opening. Note shall be secured by a Security Agreement, Exhibit "B".

f) DEPOSITS:

All deposit are to be held in an escrow account by New England Restaurant Brokers. In the event of any disagreement between the parties, the BROKERS must retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER. In the event of a disagreement relative to the dispersal of escrow funds, all parties agree to submit the disagreement to an arbitrator associated with the Massachusetts Conveyancers Arbitration Association for binding arbitration. A disagreement shall be defined as the lack of instructions mutually given by all parties.

3. Lease:

This Agreement is conditional upon Seller delivering to Buyer an assignment of the current lease 14 days prior to the Closing.

4. Food Inventory:

A separate Agreement will be made relative to the purchase of food and paper goods desired by the Buyer.

5. Utility Deposits:

The Seller shall be reimbursed by the Buyer at the Closing for any and all deposits prepaid, specifically gas, electricity, and telephone, and in addition to other sums provided for in this Agreement.

6. Adjustments:

All prepaid rents, sewer or water charges or fuel charges shall be apportioned or adjusted as of the date of the performance of this Agreement.

7. Existing Debt:

It is understood that as of the date of the Closing, all obligations and liabilities of the Seller, with respect to the business, are the sole obligation of the Seller and shall be paid in full.

8. Use of Purchase Money:

To enable the Seller to make conveyance herein provided, the Seller may at the time of the delivery of the Bill Of Sale, use the purchase money, or any portion thereof, to clear title of any or all encumbrances or interests, provided that all instruments so procured are delivered at Closing or within a reasonable time thereafter.

9. Seller's Taxes:

The Seller agrees that the Seller will provide the Buyer with a CERTIFICATE OF GOOD STANDING to be issued by the taxing authorities of the Commonwealth of Massachusetts.

10. Acceptance of BILL OF SALE:

Except as herein otherwise provided, the acceptance of the Bill Of Sale by the Buyer or his nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

11. Name:

The Seller agrees that as part of the consideration paid to it by the Buyer it will transfer to the Buyer the name BISTRO 20 RESTAURANT and the present telephone number.

12. Inspections:

The Seller agrees that at the time physical possession of the premises is to be delivered to the Buyer, Buyer shall inspect all the Seller's equipment to determine that it is in good working order. Acceptance of the Bill Of Sale from the Seller by the Buyer shall be deemed satisfaction of this clause.

12 A. Buyer and Seller agree that Buyer's purchase is subject to and conditional upon the following:

Buyer shall have obtained all such permits, license, approvals, authorizations, variances, agreements and warranties from Federal, State and

local governmental authorities, if any, which are necessary for the operation by the Buyer of the Restaurant after the Closing, including but not limited to all licenses required to conduct a full-restaurant business including the sale of food and liquor. In connection thereof, Seller agrees to provide to Buyer within seven (7) days of the date of execution hereof copies of all licenses and permits required for operation of the Restaurant. In the event that Buyer does not notify Seller of Buyer's inability to obtain such permits and other approvals before 5:00 p.m. on _____ 2014, it shall be conclusively presumed that Buyer has obtained all such permits and approvals and the contingency contained in this Clause shall be deemed to be waived. In the event Buyer gives notice to Seller on or before 5:00 p.m. on said Date of Buyer's inability to obtain such permits and approvals, then this Agreement shall automatically terminate and become null and void and without recourse to any party hereunder, and all deposits and any interest on such deposit shall be forthwith refunded to Buyer.

12 B. Termination by Breach:

If this Agreement shall terminate by reason of Buyer's breach of this Agreement, then Seller shall retain the Deposit as liquidated damages. If this Agreement shall terminate by reason of Seller's breach of this Agreement, then Buyer shall have the option of: (i) seeking specific performance of this Agreement; or (ii) receiving a refund of the Buyer's Deposit, in which case this Agreement shall be null and void and of no further force and effect.

13. Brokerage:

A Broker's fee for professional services of \$40,000.00 is due and payable from the Seller to New England Restaurant Brokers unless a separate written Agreement has been entered into prior to the Closing.

14. Broker As Party:

The Broker named herein, joined in the Agreement and becomes a party hereto, insofar as any provisions of effects of this Agreement expressly

applies to them, and to any amendments or modifications of such provisions to which they agree in writing.

15. Verification:

Upon the signing of this Agreement, Buyer shall be allowed to work in the premises for 2 weeks to satisfy himself as to the gross sales of the business. Upon completion of the verification period, if Buyer is satisfied as to the business volume, both parties shall continue under the terms and conditions of this Agreement. If however, Buyer isn't so satisfied, then their Agreement shall become null and void and Buyer's deposit shall be refunded forthwith.

16. Non-compete:

The Seller covenants and agrees that the Seller shall not at any time, directly or indirectly operate, participate, or engage in a business that is competitive with, or a similar business, within a 5- mile radius of Sudbury, MA, for a period of 5 years from the date hereof.

17. Bulk Sales Act:

The Seller agrees that the Seller will comply with the Bulk Sales Act of the Commonwealth of Massachusetts so as to protect the Buyer of these assets, of all claims of the Seller's creditors. However, in lieu of the Seller's non-compliance of the Bulk Sales Act at Closing, the Seller guarantees and warrants and agrees to reguarantee and rewarrant at the time of Closing that:

A. All of the creditors of the Seller, as of the Closing date, shall be paid by the Seller when the bills are due.

B. The Seller, at its own expense shall hold the Buyer harmless from any claims of any creditors of the Seller which claim arises out of the provisions of the Bulk Sales Act of this Commonwealth, i.e., Chapter 106 as amended. This paragraph shall survive the Closing.

18. No Material Misstatements or Omissions:

The Seller or Broker have not made any material misstatements of fact in connection with this purchase.

19. Indemnification Agreement:

The Seller agrees to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by the Seller for which the Buyer becomes liable. If the Buyer does not incur or sustain a loss, or is obligated to make any payment whatsoever for any obligation incurred by the Seller for which the Buyer has become liable, as enumerated herein, in addition to any other rights and remedies of the Buyer under the foregoing provision, the Buyer may, after thirty (30) days' written notice to the Seller, deduct any such amount from any amounts due to the Seller from the Buyer pursuant to the terms of the Promissory Note due the Seller unless Seller disputes such deduction by written notice to the Buyer within said thirty (30) day period, in which case said amount to be deducted shall be placed in a separate escrow account pending resolution of such dispute.

The attorney for the Buyer and the attorney for the Seller shall be joint escrow agents of said escrow account established in this paragraph. In the event that the parties are unable to resolve said dispute either party may submit said dispute to the American Arbitration Association, Boston, MA office, or such other arbitrator as may be agreed upon by the parties, for binding arbitration. Further, provided that written notice is given by the Buyer to the Seller, upon the Buyer learning of any claim made against the Buyer for which the Seller must indemnify the Buyer hereunder, the Buyer may make payments into a separate escrow account up to the amount of the claim which payments may remain in said account until such claim is finally resolved or until such claim is paid or settled in accordance with the Seller's instructions. Any amounts due to the Seller in excess of the claim shall be paid to the Seller in accordance with the terms of this Agreement.

The Buyer agrees to indemnify and save harmless the Seller against any loss, costs and expenses including reasonable attorney's fees, which Seller may have or sustained by reason of any claims made against the Seller which are the obligation of the Buyer.

20. Right of Offset:

To the extent there is misrepresentation by the Seller hereunder, then the Buyer shall be entitled, in addition to all other remedies, to offset the cost of

such misrepresentation against any amount due the Seller by the Buyer.

21. Training:

modify

Seller agrees to work with the Buyer for a minimum of 40 hours after the Closing to train owner in the operations of the business and to teach him how and where to make purchases and to introduce Buyer to ~~customers~~ and salesmen.

22. Insurance:

Until such time as the promissory notes referred to in paragraphs 2 (d) and 2 (e) of this Agreement have been paid in full, Buyer shall keep in full force and effect one or more policies of insurance, insuring the collateral securing said promissory notes, against loss and damage from all insurable perils. Seller shall be entitled to inspect such policy or policies at reasonable times. In the event that Buyer does not provide any payment for said insurance, Seller shall, after giving written notice to Buyer, have the right to purchase such insurance and apply to the extent necessary, payments made on the said promissory note for payment of insurance premiums. The balance due on said promissory note shall then be increased by the amount of such premium payments.

23. Escrow Monies:

All deposits or down payments made by the Buyer relative to the purchase of the business described herein shall be held in an escrow account by New England Restaurant Brokers.

24. Extension of time of performance:

If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; PROVIDED, however, that Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

25. Closing:

At 5:00 AM/PM on JULY 1, 2014 (herein referred to as the "Closing Date" or "Day of Closing") at the offices of JOHN ROSS, located at 21 ELM ST, WAKEFIELD, MA, the Seller shall sell all assets of the business in accordance with the terms and conditions of this Agreement.

26. Construction of Agreement:

This Agreement shall inure to the benefit of and be binding upon the parties hereto and shall be governed by the laws of the Commonwealth of Massachusetts, and shall be binding upon the parties' respective legatees, administrators, executors, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument this 02 day of MAY, 2014.

SELLER:

[Signature]

BY Ali Bigdeliazari

PURCHASER:

[Signature]

BY Robert Conrad

May 26th 2014

To Whom It May Concern,

On Monday May 26th, 2014 the Board of Directors of Sudbobcon Inc. held a meeting to appoint Robert Conrad as Manager of record for Conrad's Restaurant in Sudbury MA. The vote was a unanimous yes. If you have a questions please feel free to contact Robert Conrad at 617-257-5001.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Conrad". The signature is written in a cursive style with a large initial "R".

Robert Conrad

President

AGENDA REQUEST - Item #6

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *June 30, 2014*

Requestor: *Jim Kelly, Facilities Director*

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

Discussion on Special Town Election (potentially Sept. 9, 2014) and Special Town Meeting, date to be determined.

Financial impact expected:

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

Recommendations/Suggested Motion/Vote:

No vote; discussion only

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

Selectmen's Office Section:

Date of Selectmen's Meeting: **July 8, 2014**

Board's action taken:

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

Future Agenda date (if applicable):

Town Counsel approval needed? Yes () No ()

AGENDA REQUEST - Item #7

BOARD OF SELECTMEN

Requestor's Section:

Date of request: 7/1/14

Requestor: Permanent Building Committee

Action requested (Who, what, when, where and why): Authorize Chair to execute MSBA Initial Compliance Certification relative to the application for MSBA funding of partial roof/window/door replacements. (See attached ICC)

Financial impact expected: Funds are available for this Feasibility Study portion. MSBA funding, if approved subsequent to the Feasibility Study, will offset the cost of repairs/replacement to the building envelope if approved by a Special Town Meeting and Special Election debt exemption ballot vote.

Background information (if applicable, please attach if necessary): Statement of Interest submitted in February 2014 resulted in an invitation into the Program to collaborate with the MSBA in conducting a Feasibility Study for the potential partial roof and partial window/door replacement project.

Recommendations/Suggested Motion/Vote: To authorize the Chairman of the Board of Selectmen to execute the Massachusetts School Building Authority's Initial Compliance Certification for the General John Nixon Elementary School MSBA Authority's (MSBA) Project No. 201402880025 certifying on behalf of the Eligible Applicant that the terms have been read and understood and certifying that each of the statements contained therein are true, complete and accurate; and further
To authorize the Chairman and/or Town Manager, or their designees, to sign and execute any other documents, to further the MSBA required process without a need to convene a meeting of the Board of Selectmen provided copies of the executed documents are made available to the Board members.

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

Michael Melnick, PBC Chair

Selectmen's Office Section:

Date of Selectmen's Meeting: July 8, 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)

June 5, 2014

Dr. Anne Wilson, Superintendent
Sudbury Public Schools
40 Fairbank Road
Sudbury, MA 01776

Re: Town of Sudbury, General John Nixon Elementary School

Dear Dr. Wilson:

I am pleased to report that on June 4, 2014, the Board of Directors of the Massachusetts School Building Authority (the "MSBA") voted to invite the Town of Sudbury (the "Town") into the Accelerated Repair Program to collaborate with the MSBA in conducting a Feasibility Study at the General John Nixon Elementary School for a potential partial roof and partial window/door replacement project.

I do want to emphasize that this invitation to collaborate on a Feasibility Study is *not* approval of a project, but is strictly an invitation to the Town to work with the MSBA to explore potential solutions to the problems that have been identified. Moving forward in the MSBA's Accelerated Repair Program process requires collaboration with the MSBA, and communities that "get ahead" of the MSBA without MSBA approval will not be eligible for grant funding. To qualify for any funding from the MSBA, local communities must follow the MSBA's statute, regulations, and policies, including the Accelerated Repair Program requirements, which require MSBA collaboration and approval at each step of the process.

The Accelerated Repair Program will focus on the preservation of existing assets by performing energy-efficient and cost-saving upgrades, which will result in direct operational savings for school districts. Districts that are invited into the Accelerated Repair Program will be required to use Owner's Project Managers and Designers who are pre-selected by the MSBA and must also adhere to other requirements that are unique to this program, such as implementing an accelerated project schedule and complying with the MSBA's reimbursement dollar thresholds. Districts seeking reimbursement under the Accelerated Repair Program will be allowed to submit requests for reimbursement monthly, but only if the total value of the invoices being submitted equals more than \$50,000.

During the Feasibility Study phase, the MSBA will collaborate with the Town and its assigned Owner's Project Manager and Designer to find the most fiscally responsible, educationally appropriate and sustainable solution to the problems identified at the General John Nixon Elementary School. The Town must complete a number of pre-requisites prior to beginning work with its consultants. Please submit the following information to the MSBA by no later than the presented date in order to fulfill these pre-requisite requirements:

- a preliminary overview of available or projected local funding presented on District letterhead identifying actual or forecasted dates for funding votes through **December 31, 2015 (submit prior to July 9, 2014)**; and
- an Initial Compliance Certification executed by the Town to ensure that the Town understands and will comply with the MSBA's requirements and regulations (**submit prior to September 4, 2014**).

The Town must approve funding for the Feasibility Study/Schematic Design portion of this potential project within 60 calendar days of the date of invitation into the Accelerated Repair Program (**August 3, 2014**). Submission of the certified funding should be made prior to **September 4, 2014**. Future funding for the total project budget will be required within 90 days after the date of the MSBA's approval of the project scope and budget.

Once the Town has completed the pre-requisites listed above to the satisfaction of the MSBA, the MSBA will assign an Owner's Project Manager and Designer using the MSBA's list of pre-selected consultants for the Accelerated Repair Program. In the meantime, I wanted to share with you the Board's decision and provide a brief overview of what this means for the Town of Sudbury.

I look forward to continuing to work with you as part of the MSBA's Accelerated Repair Program. As always, feel free to contact me or my staff at (617) 720-4466 should you have any questions.

Sincerely,



John K. McCarthy
Executive Director

Cc: Legislative Delegation
Charles Woodward, Vice-Chair, Sudbury Board of Selectmen
Maureen Valente, Sudbury Town Manager
Ellen Winer Joachim, Chair, Sudbury School Committee
Todd Curtis, Assistant Superintendent, Sudbury Public Schools
File: 10.2 Letters

Massachusetts School Building Authority

Steven Grossman
Chairman, State Treasurer

John K. McCarthy
Executive Director

INITIAL COMPLIANCE CERTIFICATION Town of Sudbury, General John Nixon Elementary School MSBA Project No. 201402880025

This Initial Compliance Certification must be completed by all Eligible Applicants who have submitted a Statement of Interest to the Massachusetts School Building Authority (the "MSBA") and have been invited to participate in the MSBA's Accelerated Repair Program. The MSBA will not consider a district to be eligible for a school building grant until the district has properly submitted an Initial Compliance Certification in the form and manner prescribed by the MSBA. Each District shall exercise due diligence in ascertaining and certifying the truth, completeness, and accuracy of each of the following statements, acknowledgements, agreements, and representations. The Eligible Applicant shall also have a continuing duty throughout a Proposed or Approved Project to inform the MSBA in writing when it becomes aware of information that impairs the truth, completeness, or accuracy of any of the following statements, acknowledgements, agreements, or representations. The MSBA's reference to certain regulations, policies, procedures, guidelines, and standards, or portions thereof, in this ICC shall not be construed in any way as a waiver of any other regulations, policies, procedures, guidelines, or standards and the MSBA's reference to a portion of a regulation, policy, guideline, or standard shall not be construed as a waiver of the remainder.

Unless otherwise specified, all capitalized terms shall have the meanings ascribed to such terms in M.G.L. c. 70B or 963 CMR 2.00 et seq.

1. The Town of Sudbury ("District") hereby certifies that it shall remain in compliance with the provisions of (a) M.G.L. c. 70B, (b) chapter 208 of the Acts of 2004, (c) 963 CMR 2.00 et seq., and (d) all other applicable statutes, rules, policies, procedures, guidelines, and standards of the MSBA, including, without limitation, the rules of the MSBA's Accelerated Repair Program set forth in the attached Exhibit A.
2. The District hereby acknowledges and agrees that the Accelerated Repair Program is a discretionary program based on need, as determined by the MSBA. The District hereby further acknowledges and agrees that it shall have no entitlement to receive approval or funding for a proposed Accelerated Repair project or any other purpose except at the sole discretion of the MSBA.
3. The District hereby acknowledges and agrees that the eligible scope of Projects funded through the Accelerated Repair Program shall be determined by the MSBA.

4. The District hereby acknowledges and agrees that the MSBA will not award any incentive reimbursement points for Accelerated Repair Projects, and the reimbursement rate for any Accelerated Repair Projects approved by the MSBA will be the District's base reimbursement rate as determined by M.G.L. c. 70B § 10.
5. The District hereby acknowledges and agrees that it has demonstrated and shall continue to demonstrate a commitment to maintaining its existing educational facilities with the existence of (1) a capital maintenance program, (2) an ongoing financial commitment towards maintenance, and (3) dedicated professional staff to manage and direct the District's participation in the Accelerated Repair Program;
6. The District hereby agrees that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program has been and will remain in use as a public K-12 school facility, serving public school students, for the useful life of any repair project in which the MSBA may participate.
7. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program (a) is structurally, functionally, and educationally sound, except of the condition of its roof, windows, and/or boilers, to the extent noted in the Statement of Interest, (b) that no other known deficiencies exist in addition to those identified in the Statement of Interest, and (c) that all other building systems are operational, safe, and adequate for the delivery of the required educational program, or that, if there are other conditions that may impair the structural, functional, and educational integrity of the school building, the District has notified the MSBA in writing prior to the execution of this Initial Compliance Certification and such written notification is attached hereto.
8. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program has sufficient space to deliver the District's required educational program.
9. The District hereby agrees to comply with M.G.L. c. 70B and 963 CMR 2.00 *et seq.* and work in collaboration with the MSBA in all phases of the process, including: (a) identifying perceived deficiencies with school buildings, (b) validating those deficiencies, (c) identifying educationally and financially sound solutions to validated deficiencies, (d) agreeing on a project scope(s) and budget(s), (e) implementing a solution(s) as agreed upon, and (f) the final project audit(s) and close-out(s). The District hereby further acknowledges and agrees that, to remain eligible for project approval and potential funding from the MSBA, the District must work with the MSBA through all phases of the MSBA's process including, at a minimum, the phases described above, to the satisfaction of the MSBA. The District hereby further acknowledges and agrees that any actions taken, costs incurred or agreements entered into for the repair of school facilities without the explicit prior written approval of the MSBA shall not be eligible for grant funding.

10. The District hereby acknowledges and agrees that it will comply with the MSBA's Accelerated Repair Program consultant assignment policy and use the MSBA's pre-qualified owner's project managers and designers that were procured by the MSBA for the Accelerated Repair Program and will be assigned to each Accelerated Repair Project by the MSBA. The District further agrees to use the MSBA's standard Accelerated Repair Program contracts for owner's project manager services and designer services.
11. The District hereby acknowledges and agrees that it shall complete the proposed project, if such project is approved by the MSBA, within eighteen (18) months of the date of the MSBA Board vote inviting the District into the MSBA's Accelerated Repair Program.
12. The District hereby certifies, and can demonstrate, that it has expended at least the minimum amount of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70 and as required by the provisions of M.G.L. c. 70B, § 8 and 963 CMR 2.10(2)(c) & 2.17, and hereby further acknowledges and agrees that the MSBA may not approve any project for any school district that fails to meet such minimum maintenance expenditure requirements.
13. The District hereby certifies that the perceived deficiencies, as set forth in the Statement of Interest submitted to the MSBA for the school facility, are not the result of negligence; are not under warranty with material suppliers or installers; are not the subject of, nor could be the subject of, ongoing litigation by the District; are not the result of lack of adequate routine or capital maintenance by the District; and, are not covered by available insurance proceeds.
14. The District hereby acknowledges and agrees that, before the MSBA can grant final approval of a Project, the District must vote to authorize and appropriate the full amount of funding for the potential project that is necessary to meet the total project budget for the Accelerated Repair project, as agreed to by the MSBA and as described in 963 CMR 2.10 (10)(c) and shall use any standard language established or developed by the MSBA to draft local warrant articles, motions, orders, votes, and ballot questions related to the funding for the proposed Accelerated Repair projects.
15. The District hereby acknowledges and agrees that, in connection with a proposed Accelerated Repair project or an Approved Project that is part of the Accelerated Repair Program, it shall use any standard forms, standard formats for local votes and approvals, standard contract documents, and any standard contract language and clauses that may be established or developed by the MSBA and as may be amended by the MSBA from time to time.

16. The District hereby acknowledges and agrees that it shall submit to the MSBA, and comply with the terms of, any certifications, statements, forms, and affidavits that the MSBA may require for a proposed Accelerated Repair project or an Approved Project that is part of the Accelerated Repair Program, and that any such certifications, statements, forms, and affidavits shall be prepared, executed, and submitted in a form and manner prescribed by or otherwise acceptable to the MSBA.
17. The District hereby acknowledges and agrees that no Total Facilities Grant, or any portion thereof, shall be disbursed by the MSBA for a proposed Accelerated Repair project or Approved Project that is part of the Accelerated Repair Program until after a Project Funding Agreement has been fully executed by duly authorized representatives of both the District and the MSBA.
18. The District hereby acknowledges and agrees that it may make monthly requests for reimbursement to the MSBA for an Approved Project, but it shall not make any requests for reimbursement that total less than \$50,000. If the total value of a request for reimbursement is less than \$50,000, the District hereby agrees that it shall hold that request until such time as it can meet the \$50,000 threshold.
19. The District hereby certifies that it has provided or will provide the MSBA with all audit materials requested by the MSBA in connection with any Assisted Facility including, but not limited to, Prior Grant Projects, Waiting List Projects, and any other school building projects for which the District has received or will receive funding from the MSBA. The District hereby further acknowledges and agrees that it shall continue to cooperate with the MSBA and provide any additional documentation or information that may be requested by the MSBA in connection with any Assisted Facility.
20. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program is not a school that has been the site of an approved school project pursuant to M.G.L. c. 70B or chapter 645 of the Acts of 1948 within the ten (10) years prior to the submission of the Statement of Interest, respectively, or that the proposed Accelerated Repair project would be unrelated to such previously approved project in the same school building. The District acknowledges and agrees that only the MSBA in its sole discretion shall make the final determination as to whether a proposed Accelerated Repair project is unrelated to a previously approved project in the same school building and that any such determination shall be in writing.
21. The District hereby certifies that prior to submitting its Statement of Interest for the school that is the subject of the proposed Accelerated Repair project, it has not sold, leased, closed, or otherwise removed from service any school building or facility, or portion thereof, within the last ten (10) years, or that, if it has done so, the District has notified the MSBA in writing and the MSBA has determined in writing, pursuant to M.G.L. c. 70B, § 15(c): (1) that the grant sought by the District is not

for the purpose of replacing such schoolhouse, or (2) that the need for the proposed Accelerated Repair project could not have been reasonably anticipated at the time that such schoolhouse was sold, leased, or otherwise removed from service.

Further, the District acknowledges and agrees that the MSBA in its sole discretion shall make the final determination about whether a proposed Accelerated Repair project or Approved Project replaces a school facility that was sold, leased, closed, or otherwise removed from service.

22. The District hereby acknowledges and agrees that, if it sells, leases, closes, or otherwise removes from service an Assisted Facility, or portion thereof, that the MSBA may stop making grant payments associated with the Assisted Facility, may recapture the financial assistance that the Assisted Facility has received from the MSBA, and may decline to approve any future grants.
23. The District hereby acknowledges and agrees that throughout the planning and construction of an Approved Project, if such final approval is received from the MSBA, the District shall follow procedures and practices satisfactory to the MSBA such as will assure maximum attention to the operating and capital cost effects of program and design decisions, materials and systems selections.
24. The District hereby certifies that it is current on any payments that it may owe to the MSBA and does not have any outstanding amounts past due to the MSBA.
25. The District hereby certifies that it is unaware of any lawsuit pending against the MSBA to which the District is a party and further certifies that it is unaware of any other lawsuits pending against either the District or the MSBA in relation to the District's Statement(s) of Interest, proposed Accelerated Repair project, or any Approved Project.
26. The District hereby certifies that it has specifically read the provisions of 963 CMR 2:03 (2)(a)-(q) and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the MSBA, may result in the MSBA rescinding its Total Facilities Grant or the suspension, termination, or recoupment of reimbursement payments made by the MSBA to the District.
27. The District hereby acknowledges and agrees that if the District and the MSBA execute a Project Funding Agreement, the District shall promptly develop, implement and actively pursue a fraud, waste, and abuse detection and prevention program in connection with any proposed Accelerated Repair project or Approved Project that is part of the Accelerated Repair Program, if any, and develop written procedures to detect and prevent fraud, waste and abuse.
28. The District hereby certifies that the Eligible Applicant or its designee who will be in charge of the procurement for any proposed Accelerated Repair project or any Approved Project that is part of the Accelerated Repair Program is designated as a

Massachusetts Certified Public Purchasing Official (“MCPPO”) for design and construction contracting in the MCPPO Program as administered by the Inspector General of the Commonwealth of Massachusetts.

29. The District hereby acknowledges and agrees that any Approved Project that is part of the Accelerated Repair Program for which the District is seeking partial funding from the MSBA shall materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program.
30. The District hereby certifies that it has read and understands the provisions of 963 CMR 2.19 and acknowledges and agrees that if the MSBA determines that any false or intentionally misleading information or documentation is submitted to the MSBA by or on behalf of the District either in relation to this Initial Compliance Certification or in support of any effort to influence any action by the MSBA or if the District or its agents do any other act affecting the integrity of the MSBA’s Program, the MSBA may permanently revoke any and all grant payments due to the District; may recover any previous payments made to the District; and, may prohibit the District from receiving a Total Facilities Grant for a period of time to be determined by the MSBA.
31. The District hereby acknowledges and agrees that the MSBA shall have free access to, and open communication with, any Owner’s Project Manager hired by and/or assigned to Projects under the Accelerated Repair Program by the District and that the MSBA shall have full and complete access to all information and documentation relating to the Projects to the same extent that the District has such access. The District agrees that it shall require any such Owner’s Project Manager to fully cooperate with the MSBA in all matters related to the Projects; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the MSBA; to fully, accurately and promptly complete all forms and writings requested by the MSBA; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the MSBA. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner’s Project Manager and the MSBA in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner’s Project Manager for communicating information to the MSBA as provided herein. The District agrees to execute, deliver and/or communicate to the Owner’s Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the MSBA shall bear no liability whatsoever arising out of the MSBA’s knowledge or receipt of information communicated to the MSBA by the Owner’s Project Manager and that the District shall remain responsible for the management and completion of the Projects.

32. The District has exercised due diligence in ascertaining and certifying the truth, completeness, and accuracy of each of the statements, acknowledgements, agreements and representations contained in this Initial Compliance Certification

33. The District hereby acknowledges and agrees that the MSBA reserves the right to modify and supplement the Initial Compliance Certification form at any time and may require the District to complete a revised Initial Compliance Certification.

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Chief Executive Officer
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Superintendent of Schools
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Chair of the School Committee
Date:

EXHIBIT A
Massachusetts School Building Authority
Accelerated Repair Program
Terms and Conditions

All applicants determined to be eligible for the Accelerated Repair Program by the MSBA Board of Directors are required to comply with the MSBA's rules, regulations, policies, and guidelines and meet the terms and conditions listed below.

The MSBA will not award a grant for a project at any school facility that: is at risk for being taken out of service; has been deemed educationally obsolete; requires additional space based on capacity issues; and/or has more extensive capital repair needs beyond repair or replacement of the roof, windows, and/or boilers.

The MSBA will not award a grant for the repair or replacement of a roof, window, and/or boiler system that is the result of neglect or poor maintenance by a district or to districts that have not met the MSBA's threshold maintenance standards or the requirements set forth in M.G.L. c. 70B and 963 CMR 2.00 *et. seq.*

No city, town or regional school district or independent agricultural and technical school has any entitlement to funds from the MSBA, and the MSBA, in its sole discretion, will determine which SOIs may be eligible for a potential grant(s), if any, under the Accelerated Repair Program.

Accelerated Repair Program Terms and Conditions:

1. No district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00. The provisions of 963 CMR 2.00 shall apply to all projects for which the district is seeking and/or receiving funds for a portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
2. The MSBA will only consider potential projects for existing municipally-owned or regionally-owned public school facilities currently used or that will be used to educate public PK-12 students.
3. All projects shall meet the MSBA's Sustainability Requirements for the Accelerated Repair Program for roofs, windows, and/or boilers, which can be found on the MSBA's website, www.massschoolbuildings.org.
4. All districts will be required to sign an Initial Compliance Certification (ICC).

5. All districts must comply with all MSBA rules, regulations, policies, and guidelines and use the MSBA's standard documents, including contract, budget, and audit forms.
6. All districts will be required to enter into a Project Funding Agreement with the MSBA and comply with all of the terms and conditions set forth in the Agreement to qualify for payments. Please refer to our website for a sample PFA.
7. All projects in the Accelerated Repair Program shall produce measurable energy savings and shall incorporate sustainable maintenance practices.
8. Districts eligible for the Accelerated Repair Program will be encouraged to secure additional energy conservation resources from other sources (such as utility conservation programs) and will be expected to allocate savings from reduced energy consumption to improved routine and capital maintenance practices.
9. To expedite project delivery, the MSBA will pre-select Owner's Project Managers (OPMs) and Designers to work with districts participating in the Accelerated Repair Program. MSBA staff will assign both a pre-selected OPM and Designer to each district that has been invited into the Accelerated Repair Program.
10. Participating districts acknowledge the MSBA consultant assignment process and recognize that, upon assignment of project consultants by the MSBA, districts are responsible for negotiating applicable fees, executing the MSBA's standard OPM and Designer Accelerated Repair Program contracts with each assigned consultant, and managing the performance of their assigned consultant.
11. Districts are required to execute the MSBA's Accelerated Repair Program Contract for Project Management Services with their assigned OPM, regardless of whether the estimated construction costs exceed \$1.5 million.
12. Each district that is invited into the Accelerated Repair Program by the MSBA must demonstrate its ability to (a) appropriate the funds necessary to process an initial study within 60 days of being invited into the Program; and (b) appropriate funds to cover the total project budget within 90 days of receiving the MSBA's approval of the project scope and budget.
13. Districts may make monthly requests for reimbursement to the MSBA for an Approved Project but shall not make any requests for reimbursement that total less than \$50,000. If the total value of a request for reimbursement is less than \$50,000, the request must be held until such time as it can meet the \$50,000 threshold.

AGENDA REQUEST - Item #8

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *June 30, 2014*

Requestor: *Chairman Woodard*

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

Discussion and vote to approve the Selectmen appointment of Pat Brown to MAGIC for a 1-year term ending July 1, 2015.

Financial impact expected:

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

Recommendations/Suggested Motion/Vote:

Vote to approve the Selectmen appointment of Pat Brown to the MAPC's Minuteman Advisory Group on Interlocal Coordination (MAGIC) for a 1-year term ending July 1, 2015.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: **July 8, 2014**

Board's action taken:

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

Future Agenda date (if applicable):

Town Counsel approval needed?

Yes ()

No ()

AGENDA REQUEST - Item #9

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *June 30, 2014*

Requestor: *Chairman Woodard*

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

Discussion on next steps regarding Minuteman High School

Financial impact expected:

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

See attached

Recommendations/Suggested Motion/Vote:

No vote; discussion only

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

Selectmen's Office Section:

Date of Selectmen's Meeting: **July 8, 2014**

Board's action taken:

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

Future Agenda date (if applicable):

Town Counsel approval needed? Yes () No ()



Town of Sudbury

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: June 30, 2014
To: Board of Selectmen
From: Maureen G. Valente, Town Manager *Maureen*
Subject: Items on Minuteman Regional Vocational High School meeting

On June 24, 2014, I attended a meeting set up by Needham Selectman Dan Matthews, in which he wanted to ask Town Managers and Selectmen from the member towns the status in their community of support for the regional agreement. He also asked Superintendent Bouquillon to attend and provide an update on the building project.

Attached are two handouts from the meeting, and my very limited notes. I don't believe I can accurately walk you through the handouts and suggest a meeting with Dr. Bouquillon might be in order to help you understand these items.

Minuteman Meeting of Town Managers and Board of Selectmen of member towns in Weston.

Notes of M. Valente

Dan Matthews addresses group

1. 10 Towns have approved. 5 have passed over or rejected.
2. Hopes by end of next May have the final decisions done
3. Nine BOS have voted not to block other towns leaving during the first year
4. Meeting with MSBA is scheduled for Thursday am

Dr. Bouquillon explains handouts.

- Average about 7% applications to a suburban vocational school MSBA used 4.2% for Minuteman application rate
- 32% female at Minuteman, average is 44% they are targeting female students to see this as option.
- They are now using 5% for projections.
- They will use this with MSBA. This supports the 628 enrollment number for the project. Driven by program size.
- Actual means they are in grade 1 -6 right now in 16 member towns. He used DESE website for that, then he called NESDEC
- Another crack at this MSBA in fall to refine models Look at approving the bond two years from now.

General discussion of communities who passed over the agreement

1. Look at the inter-municipal agreement for withdrawal. What are the terms of that? Is there a special one for withdrawing communities?
2. Is the school "right sized"?
3. Is Weston model the one to follow. Allows a window to leave.
4. What will capital costs under an IMA compare to capital costs of members? They should be consistent? Those member communities staying should have a role in crafting this IMA and there should be reasonable certainty at least equal to in district per pupil costs.
5. IMA should be same for all withdrawing towns. That is critical piece if get the ratification done by next spring.
6. Wayland, Dover, Boxborough, Weston, Lincoln, Carlisle would look to withdraw. Lancaster is looking at its options. This represents about 70 students. They expect to stay on an IMA basis. MV says Sudbury passed over but does not know what it will do and is studying options
7. Towns that are committed to stay in district - Bolton, Arlington, Lexington, Concord, Acton, Needham. Bolton is studying alternatives but endorsed the regional agreement.
8. Important to nail down role of DESE in setting the capital fee.
9. Ford Spaulding says might have project cost numbers by December. Need more people from all towns to participate – No one is participating from Sudbury. Might need to reconstitute the building committee.
10. Total cost of leaving has to be determined - transitional, IMA, where the alternative cost of sending elsewhere. Ford says of those leaving he thinks about 30 students. Remind that DESE might not let you leave especially chapter kids.
11. Dan references again exhibit A of the regional agreement which is the cost allocation formula, which shows at \$1 million. Use that to figure your costs if you have a multiplier.

12. Mr. Lenox provided a template earlier for an IMA. He is a counsel to MRVHS. Who are parties to the agreement? MRVHS committee and local school committee? Board of Selectmen? Ed says Chapter 70 formula is being revised so that has slowed things up.
13. Suggestion made that each town should talk to School superintendent and guidance counselors at middle school to see if there is prediction on future high school kids.
14. Belmont rep says there should be a formal appraisal of the existing school site. Use this for a Plan B.
15. Get to Next Steps
 - a. IMA needs to be worked on
 - b. Construction costs and alternative scenarios need to be developed
 - c. Look at the Weston type resolution for withdrawal article
 - d. Additional meetings like this one for Town Managers and Selectmen should be set up
 - e. Legal basis for debt needs to be clarified.
16. Needham Town Manager will take lead in putting the next steps together.



MINUTEMAN

FINAL DESIGN ENROLLMENT

Proposed Changes In a 628 Student School

FINAL DESIGN ENROLLMENT PROCESS

- The Administration is responding to a call from Member Communities to consider an Educational Program Plan supporting a smaller school.
- Two schools enrolling 628 students are presented.
 - School A has 100 out of district students
 - School B has no out of district students
- Design enrollment data constraints and assumptions are continuing to be re-examined as the economic recovery continues and enrollment data from member communities is released.



MINUTEMAN

[2]

A RECAP OF WHAT WE KNOW

- Communication strategies have engaged the member communities in essential discussions.
 - Support for Minuteman as an Educational Choice.
 - Agreement the facility needs a substantial upgrade.
 - Capital participation of non-members **REQUIRED**.
 - District will look different with a new agreement.
 - Size of the School: Mixed
 - Expectation the School Committee will approve a **FINAL DESIGN ENROLLMENT** of less than 800.



MINUTEMAN

[3]

WHAT WE DO NOT KNOW TODAY: "PROPOSED" DESE Chapter 74 revisions

- Exploratory
 - Shorter, more focused
 - Pre-exploratory assessments
- Admissions
 - More selective, member student applications prioritized
- Capital Participation
 - Required and set by the Commissioner based upon the MSBA reimbursement rate.



MINUTEMAN

[4]

ASSUMPTIONS OF THIS PROCESS

- Increased students = increased participation in our regional transportation.
- No post-graduate students or community education programs. We do maintain the \$100K support.
- All areas of the school will need to be downsized.
 - Fewer CVTE Programs
 - Fewer Academic Offerings
 - Fewer Sports Teams and Student Activities
 - Staffing will be reduced from today's levels.



MINUTEMAN

[5]

ASSUMPTIONS OF THIS PROCESS (cont.)

- A four year transition period is required
- Closure of programs requires DESE approval and takes time and money
- Unemployment costs of staffing reductions are NOT estimated
- The Cluster concept that was endorsed by staff in 2010-2011 is maintained.



MINUTEMAN

[6]

8th Grade Actual vs. Projected Enrollments

NESDEC reviews of member town enrollments still in process. Generally agreed that many towns are experiencing increases in actual student enrollments. More information will be provided.



[7]



**MINUTEMAN: BEFORE AND AFTER
THE TRANSITION TO A SMALLER
SCHOOL**

Size of School and Programs FY15

District	Size	CVTE Programs	Sports Teams	Clubs VTSO's	Foreign Lang	Art & Music	AP Classes
Minuteman 2014	715	20	17	15	3	Both	5
Nashoba Tech	711	18	14	13	1	Music	6
Keefe Tech	691	14	14	12	1	Both	0
Upper Cape Cod	677	13	13	14	0	None	1
Minuteman 2018	628	16	12	12	1	Both	5
South Shore	600	14	11	9	0	None	0
Old Colony Tech	579	13	11	9	1	None	0
Franklin County	523	13	16	15	0	None	1
Northern Berkshire	505	9	16	10	1	None	2
North Shore Tech	463	12	19*	11	1	None	0

* Sports teams compete as "Essex Tech" in combination with students from Essex Agricultural & Technical High School.



MINUTEMAN

[9]

POSSIBLE REORGANIZED CAREER CLUSTERS

ENGINEERING, CONSTRUCTION & TRADES

- Electrical
- Metal Fabrication
- Carpentry
- Automotive
- Plumbing
- Design Visual Communications
- Programming & Web Design
- Robotics Engineering & Automation
- Entertainment Engineering

LIFE SCIENCES AND SERVICES

- Culinary Arts
- Health Occupations
- Entrepreneurship/Marketing
- Criminal Justice
- Environmental Technology
- Bio-technology
- Horticulture & Landscaping



MINUTEMAN

[10] [10]

ESTIMATED STAFFING REDUCTIONS

	FY14 STAFF	FINAL STAFF	% DROP
Administrators, Business Office, District Staff	28	22	21%
Career and Vocational Tech Ed	49	36	27%
Special Education (45%), Special Ed Support, Guidance, Nursing	29	23	21%
Math, English, Science, Social Studies, Humanities, Physical Education, Health and Library	41	35	15%
Custodial, Maintenance, Security	8	7	13%
TOTAL STAFFING	155	123	21%



MINUTEMAN

[11]

REORGANIZED ADMINISTRATION

Administration

Superintendent /Director

Principal

Career Cluster Director (2)

Career Cluster Assistant Director (2)

Instructional Support

Director of Pupil Services

Director of Guidance & Admissions

Director of Education Technology

Business Office

Assist Sup of Finance

Assist Business Manager

HR/Payroll Specialist



MINUTEMAN



MINUTEMAN

FINANCIAL PROJECTIONS DESIGN ENROLLMENT 620

Estimated Revenue Plan After Transition

	410 IN-DISTRICT 313 OUT OF DISTRICT	528 IN-DISTRICT 100 OUT OF DISTRICT	528 IN-DISTRICT 100 OUT-OF-DISTRICT DIFFERENCE FY15	628 100% IN-DISTRICT	628 IN-DISTRICT DIFFERENCE FROM FY15
Member Assessments	\$10,270,150	\$11,802,524	\$1,532,374	\$13,387,546	\$3,117,396
Chapter 70 State Aid	\$2,166,677	\$2,790,257	\$623,580	\$3,318,715	\$1,152,038
Transportation Reimbursement	\$760,241	\$955,693	\$195,452	\$1,121,330	\$361,089
Non Member Tuition	\$6,347,997	\$1,947,843	(\$4,400,154)	\$0	(\$6,347,997)
E & D Budget Contribution	\$100,000	\$100,000	\$0	\$100,000	\$0
TOTAL REVENUE	\$19,645,065	\$17,596,317	(\$2,048,748)	\$ 17,927,591	(\$1,717,474)

EXPENDITURES BY STATE CODE

ACCOUNT CODE	ACCOUNT DESCRIPTION	410	528	528	628	628
		IN-DISTRICT 313 OUT OF DISTRICT	IN-DISTRICT 100 OUT OF DISTRICT	IN-DISTRICT 100 OUT-OF-DISTRICT DIFFERENCE FY15	100% IN-DISTRICT	IN-DISTRICT DIFFERENCE FROM FY15
1000	Administration	\$1,821,306	\$1,343,142	(478,164)	\$1,343,142	(478,164)
2000	Student Instructional Services	\$9,804,463	\$8,277,180	(\$1,527,283)	\$8,212,181	(\$1,592,283)
3000	Student Services	\$2,078,210	\$2,422,604	\$675,669	\$2,753,879	\$344,394
4000	Operation & Maintenance	\$1,835,044	\$1,745,585	(\$89,459)	\$1,745,585	(\$89,459)
5000	Insurance, Retirement, Leases	\$2,961,579	\$2,663,343	(\$298,236)	\$2,663,343	(\$298,236)
6000	Community Services	\$100,000	\$100,000	\$0	\$100,000	\$0
7000	Asset Acquisition & Improvement	\$550,985	\$550,985	\$0	\$550,985	\$0
8000	Debt Service	\$463,477	\$463,477	\$0	\$463,477	\$0
9000	Tuition Payments	\$30,000	\$30,000	\$0	\$30,000	\$0
GENERAL FUND		\$19,645,064	\$17,596,317		\$17,927,591	
PER PUPIL		\$25,630	\$26,245		\$26,772	

PROPOSED NEXT STEPS

- Continue review of MSBA Enrollment Data.
- Engage DESE in approving an amended Educational Plan that serves our member students with relevant CVTE programs, rigorous academics and robust extra curricular offerings.
- School Committee Discussion and Vote on the Final Schematic Design Enrollment as soon as possible.
- Revisions to Final Schematic Design Vote could be made in the Fall of 2014 if conditions change.



REVIEW OF NESDEC REVISIONS VS DESE ACTUAL VS MSBA PROJECTED ENROLLMENT

	2010	2014	DESE		Jun-14			MSBA	MSBA	NESDEC	Growth				MSBA	MSBA	MSBA	NESDEC	NESDEC
	MSBA	DESE	Actual		NESDEC			Avg	Proj	Proj	Proj	Avg	Target	Proj (+)	Total	72%	4 year	4 year	4 year
1-Oct	8th Gr	Actual	Diff	% Diff	8th Gr	Diff	% Diff	% 8th	Apps	Apps	% 8th	Female	Female	Impact	Apps	1-Oct	1-Oct	1-Oct	1-Oct
2014	3755				3660	-95	-3%	4.2%	158	154	3.9%	32%	44%	0	158	114	454	411	411
2015	3570				3795	225	6%	4.2%	150	159	4.0%	32%	44%	0	150	108	432	443	437
2016	3690				3615	-75	-2%	4.2%	155	152	4.3%	32%	44%	10	165	119	475	459	471
2017	3727				3724	-3	0%	4.2%	157	156	4.4%	32%	44%	15	172	124	494	466	515
2018	3618	3696	78	2%	3823	205	6%	4.2%	152	161	4.5%	32%	44%	20	172	124	495	494	553
2019	3317	3800	483	15%	3751	434	13%	4.2%	139	158	4.6%	35%	44%	18	157	113	453	520	549
2020	3243	3634	391	12%	3736	493	15%	4.2%	136	157	4.7%	35%	44%	17	153	110	441	506	555
2021	3226	3655	429	13%	3850	624	19%	4.2%	135	162	4.8%	35%	44%	17	152	110	439	501	581
2022	3695	3695			3842	147	4%	4.2%	155	161	4.9%	35%	44%	21	176	127	507	515	603
2023	3695	3598			3675	-20	-1%	4.2%	155	154	5.0%	35%	44%	21	176	127	507	525	590

Growth

AGENDA REQUEST - Item #10

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *June 30, 2014*

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

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

Presentation and update on the committee's activities regarding the Sudbury Celebrates 375 anniversary

Financial impact expected:

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

Recommendations/Suggested Motion/Vote:

None; presentation and discussion only

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

Selectmen's Office Section:

Date of Selectmen's Meeting: **July 8, 2014**

Board's action taken:

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

Future Agenda date (if applicable):

Town Counsel approval needed?

Yes ()

No ()

AGENDA REQUEST - Item #11

BOARD OF SELECTMEN

Requestor's Section

Date of request: *June 30, 2014*

Requestor: *Patty Golden*

Action requested: *Vote to approve the June 10, 2014 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 June 10 regular session meeting minutes.

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

Selectmen's Office Section

Date of Selectmen's Meeting: *July 8, 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)

AGENDA REQUEST - Item #12

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *June 27, 2014*

Requestor: *Patty Golden*

Action requested: *Sudbury Housing Trust re-appointments*

Financial impact expected: *None*

Background information: *Please see attached*

CONSENT CALENDAR

Recommendations/Suggested Motion/Vote: *Vote to re-appoint Amy E. Lepak, 54 Jarman Road, and Robert Morrison, 16 October Road, to the Sudbury Housing Trust, both terms to expire April 30, 2016, and send letters of appreciation to the two members who have resigned: Michael Hewitt and Peter M. Crowe.*

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *July 8, 2014*

Board's action taken:

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

Distribution:

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



Sudbury Housing Trust

Sudbury, Massachusetts


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Sudbury Housing Trust

The purpose of the Sudbury Housing Trust is to provide for the creation and preservation of affordable housing in the Town of Sudbury for the benefit of low and moderate income households.

The Trust implements the recommendations set forth in the Sudbury Community Housing Plan to the purpose of aiding the Town of Sudbury, private enterprises and non-profit organizations, and other public agencies in the speedy and orderly acquisition, rehabilitation, renovation, construction, financing or refinancing of property within the Town of Sudbury so that such property will be substantially available as residential property for low and moderate income persons and to further provide mechanisms to ensure such use.

Related Departments:

 Community Housing Office

Contact

Hours: 8:30 am - 4:00 pm Monday through Friday

Email: housingtrust@sudbury.ma.us

Phone: 978-639-3387

Fax: 978-443-0756

Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Members

Current Members

Name	Position	Address	Term	End Date
Michael D. Buoniconti	Chairman	66 Puffer Ln	2	04/30/2015
Lydia M. Pastuszek	Co-Chairman	15 Griffin Lane	2	04/30/2015
VACANCY	Member		2	04/30/2014
Peter J. Abair	Member	14 Dawson Dr	2	04/30/2015
Peter M. Crowe	Member	29 Meadowbrook Cir	2	04/30/2014
Andrew Kaye	Member	45 Normandy Dr	2	04/30/2015
Amy E. Lepak	Member	54 Jarman Road	2	04/30/2016
Robert Morrison	Member	16 October Rd	2	04/30/2014
Lawrence W. O'Brien	Member	687 Boston Post Rd.	2	04/30/2015

The Trustees shall have full power and authority, at any time and from time to time and without the necessity of applying to any court for leave to do so, to expend the 100% of the Trust funds, both principal and interest, to the extent that all funds hereunder may be expended if the Trustees deem such expenditure appropriate. All expenditures shall be made in conformance with the terms of this Trust and M.G.L. Chapter 44, s 55C.

ARTICLE IV APPOINTMENT AND TENURE OF TRUSTEES

There shall be a Board of Trustees consisting of not less than five and not more than nine Trustees appointed by the Board of Selectmen. At least one of the Trustees shall be a member of the Board of Selectmen, who shall serve as the representative of the Board of Selectmen.

The Trustees shall be appointed for a two (2) year term, such term to end on April 30 of the expiration year or until such time as a successor is appointed, should said appointment be delayed. Two of the initial Trustee appointments shall be for a term of one (1) year, and may be re-appointed at the discretion of the Board of Selectmen. Trustees may be appointed for no more than five (5) consecutive terms.

In the event of a vacancy in the position of Trustee, the appointment shall be made in the same manner as the original appointment.

All Trustees must be current residents of Sudbury upon initial appointment. Any Trustee who ceases to be a resident of the Town of Sudbury shall promptly provide a written notification of the change in residence to the Trust and to the Town Clerk. Said Trustee may continue to serve with the approval of the remaining Trustees, and may be reappointed by the Board of Selectmen.

Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk. If a Trustee shall die, resign, or for any other reason cease to be a Trustee hereunder before his/her term of office expires, a successor shall be appointed by the Board of Selectmen to fill such vacancy provided that in each case the said appointment and acceptance in writing by the Trustee so appointed is filed with the Town Clerk. No such appointment shall be required so long as there are five (5) Trustees in office. Upon the appointment of any succeeding Trustee and the filing of such appointment the title to the Trust estate shall thereupon and without the necessity of any conveyance be vested in such succeeding Trustee jointly with the remaining Trustees.

ARTICLE V MEETINGS OF THE TRUSTEES

The Trust shall meet at least quarterly at such time and such place as the Trustees shall determine. Special meetings may be called by the Chairperson or by any two (2) Trustees. Notice of any meeting of the Trust shall be filed with the Town Clerk and posted in accordance with the Open Meeting Law, M.G.L. Chapter 39, s 23A, 23B and 23C.

A quorum of the Board of Trustees shall be the majority of the number of authorized Trustees.

The Trustees shall annually elect one (1) Trustee who shall not be a member of the Board of Selectmen to serve as Chairperson. The Chairperson may establish sub-committees

From: Rust, Elizabeth
Sent: Tuesday, June 17, 2014 9:10 AM
To: Golden, Patricia
Subject: Housing Trust appointments

Hi Patty,

I am unsure of how we left the Housing Trust reappointments.
There were 4 trustees up for reappointment.

2 want to stay on – Lepak, Morrison

2 want to resign – Hewitt and Crowe

Hewitt just sent in his resignation.

Has Lepak and Morrison been reappointed?

What is the status of Crowe?

Thanks,

Elizabeth Rust
Regional Housing Services Office
278 Old Sudbury Road
Sudbury, MA 01776
(v) 978-639-3388
(f) 978-443-0756

16 June 2014

Honorable Selectman
Town Hall
Town of Sudbury
Sudbury, MA 01776

Gentlemen,

Due to the evolving parameters of my primary professional commitments, I will no longer be able to fully satisfy my obligations to the Sudbury Housing Trust. So, it is with gratitude, respect, and entirely fond association for the Chair, Administrators, and fellow Trustees that I respectfully submit this letter of resignation, effective immediately.

It has been my privilege to work in practical service of our town's highest civic aspirations.

Gratefully,

A handwritten signature in black ink, appearing to read "Daniel Hewett". The signature is stylized and written in a cursive-like font.

Daniel Hewett, Director
Office of Research
Faculty in Landscape and Interior Architecture

AGENDA REQUEST - Item #13

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *June 27, 2014*

Requestor: *Patty Golden*

Action requested:

Route 20 Sewer Citizens Advisory Committees re-appointments

CONSENT CALENDAR

Financial impact expected: *None*

Background information: *See attached*

Recommendations/Suggested Motion/Vote:

Vote to re-appoint Steven S. Eppich, 841 Concord Road; Craig E. Blake, 300 Old Lancaster Road; Kirsten Roopenian, 45 Harness Lane; John K. Baranowsky, 103 Belcher Drive; Daniel Kenn, 83 Robbins Road; Jonathan Lapat, 14 Ledge Road; Jonathan L. Danielson, 37 Landham Road; Peter J. Cramer, 40 Singletary Lane; to the Route 20 Sewer Citizen's Advisory Committee, all for terms to expire June 30, 2016.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *July 8, 2014*

Board's action taken:

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

Distribution:

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



Route 20 Sewer Citizens Advisory Committee

Sudbury, Massachusetts

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Route 20 Sewer Citizens Advisory Committee

The Citizens' Advisory Committee (CAC) is a committee appointed by the Board of Selectmen and reporting to the Steering Committee. Its role is to work with the Technical Advisory Committee (TAC) in the wastewater treatment planning process. The TAC will focus on those issues that are technical in nature such as a needs assessment, feasibility study, wastewater treatment alternatives, and facility siting options. The CAC will deal with issues that are political in nature, including but not limited to defining the structure and regulations of a sewer district, cost allocation between users, financing the project, operation and management of the waste-water treatment facility and community outreach and public education. The CAC may also assist the TAC in addressing questions that arise from the TAC's work that have a political component.

[Route 20 Sewer Citizens' Advisory Committee - Mission Statement](#)

[Message from](#)

Related Departments:

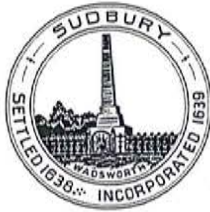
[Route 20 Sewer Steering Committee](#)

Contact

Email: scac@sudbury.ma.us

Members

Current Members				
Name	Position	Address	Term	End Date
Craig E. Blake	Chairman	300 Old Lancaster Road	2	06/30/2014
VACANCY	Member		2	06/30/2014
VACANCY	Member		2	06/30/2014
John K. Baranowsky	Member	103 Belcher Dr	2	06/30/2014
Peter J. Cramer, Esq.	Member	40 Singletary Ln	2	06/30/2014
Jonathan L. Danielson	Member	37 Landham Rd	2	06/30/2014
Steven S. Eppich	Member	841 Concord Rd	2	06/30/2014
Daniel Kenn	Member	83 Robbins Rd	2	06/30/2014
Jonathan Lapat	Member	14 Ledge Rd	2	06/30/2014
Scott B. Nassa	Member	36 Clark Ln	2	06/30/2014
Kirsten Roopenian	Member	45 Harness Ln	2	06/30/2014
Leonard A. Simon	Member	40 Meadowbrook Cir	2	06/30/2015



Route 20 Sewer Citizens' Advisory Committee Town of Sudbury

(Voted to establish July 5, 2011 by the Sudbury Board of Selectmen)

Mission Statement

The Citizens' Advisory Committee (CAC) is a committee appointed by the Board of Selectmen and reporting to the Steering Committee. Its role is to work with the Technical Advisory Committee (TAC) in the wastewater treatment planning process. The TAC will focus on those issues that are technical in nature such as a needs assessment, feasibility study, wastewater treatment alternatives, and facility siting options. The CAC will deal with issues that are political in nature, including but not limited to defining the structure and regulations of a sewer district, cost allocation between users, financing the project, operation and management of the wastewater treatment facility and community outreach and public education. The CAC may also assist the TAC in addressing questions that arise from the TAC's work that have a political component.

Membership and Officers

The CAC shall be appointed by the Board of Selectmen. Each member shall serve for a two-year term, expiring on June 30th of the second year. Membership shall be solicited from the business community, Chamber of Commerce, residents of Boston Post Road within the project area, commercial property owners, residents and members of relevant boards and committees and residents who possess the skills described below. Members will be chosen to represent the five (5) precincts of the Town to the extent feasible and depending on the applicant pool.

The Board of Selectmen shall seek members who possess skills necessary to accomplish the needed tasks, including but not limited to understanding the Sudbury business climate, knowledge of Federal and State grant funding, knowledge of wastewater treatment facilities, knowledge of financing and betterments, knowledge of municipal affairs, residents with strong analytical, presentation and/or graphic design skills, and/or property owners within the proposed sewer district area.

The CAC shall appoint a chair, co-chair and clerk. It is anticipated that sub-committees will be formed, and that CAC members will be expected to join at least one sub-committee so that progress can be made concurrently on several issues.

Responsibilities and Functions

The CAC will work with the Steering Committee to develop a list of political, governance, operational and financing issues that must be addressed, develop a list of options on each issue, set criteria for evaluating those options, and make recommendations to the Steering Committee

regarding formation of a sewer district, cost allocation, project financing and operating a wastewater treatment system in Sudbury's Route 20 business district.

The CAC will provide the Steering Committee with a written report of its work including: all issues studied, all options examined, the process used for evaluation, the discussion on each option, and the committee's findings.

Further, the CAC will work with the Steering Committee to educate the public on the information gathered. Educating the public throughout the process will be critical to the success of the Route 20 sewer project, explaining what we are doing and why we are doing it. This shall be accomplished by posting articles on the Town's website, discussing the issues with the *Sudbury Town Crier* and *Sudbury Patch* journalists, posting minutes of public meetings, etc.

Compliance with State and Local Laws

The Citizens' Advisory 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. Committee members must limit their activities and scope to that described in this mission statement.

Open Session/Executive Session. Town staff will advise the Committee as to whether any part of their meetings should be held in executive session. Otherwise, all meetings of the Committee will be held in public sessions. One member of the Committee should be designated as Clerk of the Committee, and shall keep minutes of all meetings.

Board Name	Name	Chairman Comments	Member Comments	Notes	Expires	Term
Route 20 Sewer Citizens	VACANCY				6/30/14	2
Route 20 Sewer Citizens	John K. Baranowsky				6/30/14	2
Route 20 Sewer Citizens	Craig E. Blake				6/30/14	2
Route 20 Sewer Citizens	Peter J. Cramer, Esq.				6/30/14	2
Route 20 Sewer Citizens	Jonathan L. Danielson				6/30/14	2
Route 20 Sewer Citizens	Steven S. Eppich				6/30/14	2
Route 20 Sewer Citizens	Daniel Kenn				6/30/14	2
Route 20 Sewer Citizens	Jonathan Lapat				6/30/14	2
Route 20 Sewer Citizens	Scott B. Nassa		Moving to Sewer Steering		6/30/14	2
Route 20 Sewer Citizens	Kirsten Roopenian				6/30/14	2
Route 20 Sewer Steering	Peter J. Abair				6/30/14	2
Route 20 Sewer Steering	Michael Coutu				6/30/14	2
Route 20 Sewer Steering	Elizabeth D. Eggleston				6/30/14	2
Route 20 Sewer Steering	Stephen E. Grande, Esq.				6/30/14	2
Route 20 Sewer Steering	Robert C. Haarde				6/30/14	2
Route 20 Sewer Steering	Brian J. McNamara		Resigned		6/30/14	2
Route 20 Sewer Steering	Ted Pasquarello				6/30/14	2
Route 20 Sewer Steering	Eric D. Poch			at-large member	6/30/14	2
Route 20 Sewer Steering	Michael Precourt				6/30/14	2
Route 20 Sewer Steering	Richard J. Robison		Resigned	SPS member	6/30/14	2
Route 20 Sewer Steering	Andrew R. Sullivan				6/30/14	2

AGENDA REQUEST - Item #14

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *June 27, 2014*

Requestor: *Patty Golden*

Action requested:

Route 20 Sewer Steering Committee re-appointments

CONSENT CALENDAR

Financial impact expected: *None*

Background information: *See attached*

Recommendations/Suggested Motion/Vote:

Vote to re-appoint Scott Nassa, 36 Clark Lane; Robert C. Haarde, 37 Belcher Drive; Eric D. Poch, 182 Pratts Mill Road; Stephen E. Grande, 60 Union Avenue; Ted Pasquarello, 74 Fox Run; Michael Coutu, 150 Nobscot Road; Andrew R. Sullivan, 28 French Road; Peter J. Abair, 14 Dawson Drive; Michael Precourt, 63 Harness Lane; Elizabeth D. Eggleston, 32 Old Framingham Road, Unit #29; Jody A. Kablack, 278 Old Sudbury Road, to the Route 20 Sewer Steering Committee, all for terms to expire June 30, 2016.

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *July 8, 2014*

Board's action taken:

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

Distribution:

Town Counsel approval needed?

Yes ()

No (X)



Route 20 Sewer Steering Committee

Sudbury, Massachusetts

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Route 20 Sewer Steering Committee

The Steering Committee is an ad hoc entity established by and reporting to the Board of Selectmen in order to provide guidance and coordination to all committees and groups working on the Route 20 sewer issue, including the Technical Advisory Committee, Citizens' Advisory Committee, Route 20 Zoning Committee, and any sub-committees of those groups. It shall confine its efforts to the mission and responsibilities described herein, unless the Board of Selectmen subsequently increases the mission or responsibilities.

[Route 20 Sewer Steering Committee - Mission Statement](#)

Related Departments:

[Route 20 Sewer Citizens Advisory Committee](#)

Contact

Email: rt20sewer@sudbury.ma.us

Members

Current Members				
Name	Position	Address	Term	End Date
Eric D. Poch	Co-Chairman	182 Pratts Mill Rd	2	06/30/2014
Andrew R. Sullivan	Co-Chairman	28 French Rd	2	06/30/2014
Peter J. Abair	Member	14 Dawson Dr	2	06/30/2014
Michael Coutu	Member	150 Nobscot Rd	2	06/30/2014
Elizabeth D. Eggleston	Member	32 Old Framingham Rd	2	06/30/2014
Stephen E. Grande, Esq.	Member	60 Union Ave	2	06/30/2014
Robert C. Haarde	Member	37 Belcher Dr	2	06/30/2014
Brian J. McNamara	Member	62 Goodmans Hill Rd	2	06/30/2014
Ted Pasquarello	Member	74 Fox Run	2	06/30/2014
Michael Precourt	Member	63 Harness Ln	2	06/30/2014
Richard J. Robison	Member	17 Homestead Street	2	06/30/2014
Jody A. Kablack	Representative	Flynn Building	2	06/30/2014



Route 20 Sewer Steering Committee Town of Sudbury

(Voted to establish July 5, 2011 by the Sudbury Board of Selectmen)

- Mission:** The Steering Committee is an ad hoc entity established by and reporting to the Board of Selectmen in order to provide guidance and coordination to all committees and groups working on the Route 20 sewer issue, including the Technical Advisory Committee, Citizens' Advisory Committee, Route 20 Zoning Committee, and any sub-committees of those groups. It shall confine its efforts to the mission and responsibilities described herein, unless the Board of Selectmen subsequently increases the mission or responsibilities.
- Membership:** The Steering Committee shall be appointed by the Board of Selectmen and shall be comprised of one member of the Board of Selectmen, or their designee; one member of the Planning Board, or their designee; one member of the Board of Health, or their designee; one member of the Sudbury Water District; one member of the Sudbury Public School Committee and one member of the Finance Committee. Other organizations and residents who possess the skills described below will also be considered for appointment to the Steering Committee.
- Member skills – The Board of Selectmen shall seek members who possess skills necessary to understand and analyze the Sudbury business climate, who have demonstrated knowledge of Federal and State grant funding, who have demonstrated knowledge of wastewater treatment facilities, who own property within the proposed sewer district, or who possess knowledge of municipal affairs.
- Term of Appointment:** Each voting member shall serve for a two-year term, expiring on June 30th of the second year.
- The Steering Committee shall disband upon the appropriation of construction funds for the project, or June 30, 2014, whichever occurs first.
- Responsibilities:** The Steering Committee shall compile a working library of all materials produced by the various Route 20 sewer committees.

The Steering Committee shall recommend candidates for Citizens' Advisory Committee membership to the Board of Selectmen.

The Steering Committee shall investigate the experiences of other Massachusetts communities with regard to wastewater management planning and implementation.

The Steering Committee shall increase public awareness of the wastewater planning process by regularly presenting material and findings to various boards, committees and citizen groups.

The Steering Committee shall work with the Board of Selectmen on determining timing for any Town Meeting or ballot initiatives regarding the Route 20 sewer project.

The Steering Committee shall investigate any opportunities for grant or outside funding for the project.

The Steering Committee shall initiate and consistently meet with land owners in the proposed sewer district to better understand, weigh and make recommendations for resolution of the issues and concerns of the property owners.

The Steering Committee will report progress to the Board of Selectmen at least once per month.

Staffing:

All staff time will be allocated by and through the Town Manager, who will endeavor to provide five hours per week for this effort, (excluding evening meeting time). For initial meetings of the Steering Committee, the Director of Planning and Community Development will attend and provide start up staffing assistance for the committee.

Compliance with State and Local Laws:

The Steering 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. Committee members must limit their activities and scope to that described in this mission statement.

Open Session/Executive Session. Town staff will advise the Committee as to whether any part of their meetings should be held in executive session. Otherwise, all meetings of the Committee will be held in public sessions. One member of the committee should be designated as Clerk of the Committee, and shall keep minutes of all meetings.

Board Name	Name	Chairman Comments	Member Comments	Notes	Expires	Term
Route 20 Sewer Citizens	VACANCY				6/30/14	2
Route 20 Sewer Citizens	John K. Baranowsky				6/30/14	2
Route 20 Sewer Citizens	Craig E. Blake				6/30/14	2
Route 20 Sewer Citizens	Peter J. Cramer, Esq.				6/30/14	2
Route 20 Sewer Citizens	Jonathan L. Danielson				6/30/14	2
Route 20 Sewer Citizens	Steven S. Eppich				6/30/14	2
Route 20 Sewer Citizens	Daniel Kenn				6/30/14	2
Route 20 Sewer Citizens	Jonathan Lapat				6/30/14	2
Route 20 Sewer Citizens	Scott B. Nassa		Moving to Sewer Steering		6/30/14	2
Route 20 Sewer Citizens	Kirsten Roopenian				6/30/14	2
Route 20 Sewer Steering	Peter J. Abair				6/30/14	2
Route 20 Sewer Steering	Michael Coutu				6/30/14	2
Route 20 Sewer Steering	Elizabeth D. Eggleston				6/30/14	2
Route 20 Sewer Steering	Stephen E. Grande, Esq.				6/30/14	2
Route 20 Sewer Steering	Robert C. Haarde				6/30/14	2
Route 20 Sewer Steering	Brian J. McNamara		Resigned		6/30/14	2
Route 20 Sewer Steering	Ted Pasquarello				6/30/14	2
Route 20 Sewer Steering	Eric D. Poch			at-large member	6/30/14	2
Route 20 Sewer Steering	Michael Precourt				6/30/14	2
Route 20 Sewer Steering	Richard J. Robison		Resigned	SPS member	6/30/14	2
Route 20 Sewer Steering	Andrew R. Sullivan				6/30/14	2

AGENDA REQUEST - Item #15

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *June 19, 2014*

Requestors: *Town Clerk, and Democratic and Republican Town Committee Chairmen*

Action requested: *Annual Election Officers appointments*
CONSENT CALENDAR

Financial impact expected: *None*

Background information: *See attached list.*

Request the Board takes two votes: (1) to appoint Gail-Ann Simon, and (2) vote to appoint remaining election officers. Request that Selectman Simon abstain from first vote, as was the case last year.

Recommendations/Suggested Motion/Vote: *Vote to appoint Election Offers for a one-year term commencing August 15, 2014 and ending August 14, 2015, as recommended by the Democratic and Republican Town Committee Chairman and the Town Clerk.*

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

Selectmen's Office Section:

Date of Selectmen's Meeting: *July 8, 2014*

Board's action taken:

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

Distribution:

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

Additional Election Worker Appointment
2014-2015

Name	Election Officer Type	Political Party	Precinct
Simon, Gail-Ann	Inspector	Unenrolled	2

REPUBLICAN/UNENROLLED ELECTION OFFICERS

2014-2015

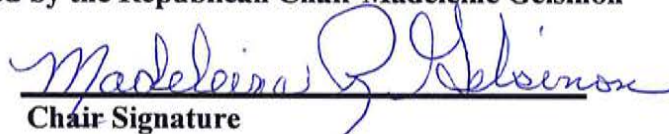
Madeleine Gelsinon- Republican Town Committee Chair

Name	Election Officer Type	Political Party	Precinct
Barnes, Arnold A. Jr.	Inspector	Republican	3
Barnes, Sally S.	Inspector	Republican	3
Burke, Catherine	Inspector	Republican	4
Card, Louise P.	Clerk	Republican	1A
Cerul, Roberta G.	Warden	Republican	3
Conlin, Jeffery	Inspector	Republican	3
Davis, Mary S.	Inspector	Republican	5
DeSantis, Philip J.	Deputy Clerk	Republican	
DeSantis, SantaJean	Teller	Republican	
Dubois, Linda	Inspector	Republican	2
Gelsinon, Madeleine R.	Inspector	Republican	4
Gray-Nix, Elizabeth	Clerk	Republican	
Hullinger, Siobhan Condo	Deputy Clerk	Republican	2
Hunnewell, Betsy M.	Clerk	Republican	3
Lavery, Anne B.	Inspector	Republican	4
Lee, Chongfang Joan	Inspector	Republican	5
MacLean, Marilyn A.	Warden	Republican	4
Matthews, Kevin	Teller	Republican	1
McMorrow, Alice B	Inspector	Republican	1
Murray, Lynn	Deputy Clerk	Republican	4
Newton, Teresa W.	Inspector	Republican	3
Rogers, Robert	Inspector	Republican	1
Roopenian, Kirsten	Teller	Republican	5
Tate, Evelyn J.	Teller	Republican	2
Thomas, Susan	Inspector	Republican	1A
Wadman, Sally B.	Clerk	Republican	3
Wallingford, Elizabeth J.	Inspector	Republican	4
Abbott, Mary Lou	Inspector	Unenrolled	5
Anderson, Carolyn A.	Inspector	Unenrolled	4
Ascione, Frank R.	Warden	Unenrolled	1
Barrett, Sarah	Inspector	Unenrolled	1
Bates, Nancy A.	Clerk	Unenrolled	
Bennett, Joanne M.	Inspector	Unenrolled	2
Boyle Zywiak, Norina	Inspector	Unenrolled	3
Burns, Joan H.	Deputy Clerk	Unenrolled	
Byington, Alice E.	Inspector	Unenrolled	5
Cahill, Marie B.	Inspector	Unenrolled	3

Name	Election Officer Type	Political Party	Precinct
Clear, Declan	Inspector	Unenrolled	2
Comstock, Rita	Inspector	Unenrolled	2
Connelly, Maryann	Clerk	Unenrolled	3
Corley, Mary G.	Deputy Clerk	Unenrolled	2
Coyne, Timothy C.	Warden	Unenrolled	4
Crosby, Leo E.	Inspector	Unenrolled	5
Cutler, Betsey	Inspector	Unenrolled	3
Davis, Corinda	Inspector	Unenrolled	3
DeMille, Sandra B.	Inspector	Unenrolled	3
Derby, Janet	Inspector	Unenrolled	3
Diefenbacher, Elizabeth	Inspector	Unenrolled	3
Erbafina, Tina	Inspector	Unenrolled	3
Ericson, Jeanne R	Inspector	Unenrolled	4
Frazer, Virginia R.	Inspector	Unenrolled	4
French, Mary Ellen	Inspector	Unenrolled	2
Friedlander, Carlie	Teller	Unenrolled	
Friedlander, Thomas	TellerClerk	Unenrolled	4
Garcia, Lydia	Clerk	Unenrolled	2
Glaser, Marion (Dev)	Inspector	Unenrolled	2
Goldsmith, Barbara	Inspector	Unenrolled	3
Graham, Jane	Inspector	Unenrolled	5
Greenberg, Robert	Inspector	Unenrolled	4
Greene, Ruth	Inspector	Unenrolled	1
Hayes, Patricia	Deputy Clerk	Unenrolled	4
Howard , Patricia B.	Warden	Unenrolled	2
Hutchinson, Don	Deputy Clerk	Unenrolled	5
James, Erika	Inspector	Unenrolled	
Jennings, Donald	Inspector	Unenrolled	2
Johnson, Ann Marie	Inspector	Unenrolled	5
Johnson, Donna	Inspector	Unenrolled	5
Kaufman, Phyllis	Teller	Unenrolled	3
Keenan, Karen M.	TellerInspector	Unenrolled	4
Kubat, Hadassa	Inspector	Unenrolled	2
Lee, Robert	Inspector	Unenrolled	2
Maurer, Jeannette	Inspector	Unenrolled	1
McCormack, MaryAlice	Inspector	Unenrolled	
McCree, Carolyn	Inspector	Unenrolled	4
Merra, Sabino G.	Inspector	Unenrolled	3
Nelson, Muriel N.	Inspector & Teller	Unenrolled	4
Nikula, Elizabeth	Teller Deputy & Clerk	Unenrolled	1A
Nikula, John V.	Inspector & Teller	Unenrolled	1A

Name	Election Officer Type	Political Party	Precinct
O'Connell, Antoinette J.	Clerk	Unenrolled	3
O'Connor, Susan	Inspector	Unenrolled	5
Riggert, H Ronald	Inspector	Unenrolled	5
Schiller, Christine D.	Inspector	Unenrolled	2
Schow, Joan M.	Inspector	Unenrolled	4
Scott, Mary	Inspector	Unenrolled	4
Simon, Gail-Ann	Inspector	Unenrolled	2
Sklenak, Deanna	Deputy Clerk	Unenrolled	2
Sonnenschein, DeBorah J.	Warden	Unenrolled	1
Swirsky, Gabrielle	Inspector	Unenrolled	3
Thompson, Judith F.	Deputy Clerk	Unenrolled	3
Travers, Thomas S.	Warden	Unenrolled	3
Tyler, Patricia	Inspector	Unenrolled	2
Whittemore, Margaret T.	Inspector	Unenrolled	4

This list is to be approved by the Republican Chair Madeleine Gelsinon


 Chair Signature

6-30-14
 Date

DEMOCRAT/UNENROLLED ELECTION OFFICERS

2014-2015

Beverly Guild- Democratic Town Committee Chair

Name	Election Officer Type	Political Party	Precinct
Abrams, Susan F.	Clerk	Democrat	4
Adelson, Paula E.	Warden	Democrat	
Andrews, Helga	Inspector	Democrat	3
Angelosanto, Margaret M.	Inspector	Democrat	3
Bannon, Maureen M.	Inspector	Democrat	3
Bausk, Jacqueline A.	Inspector	Democrat	2
Bausk, Joseph D.	Warden	Democrat	2
Bishop, Elizabeth B.	Inspector	Democrat	4
Blanchette, Susanne M.	Inspector	Democrat	4
Blatt, Judith	Inspector	Democrat	2
Boyce, Sheila J.	Inspector	Democrat	3
Chauls, Donald S.	Inspector	Democrat	2
Chauls, Estrella R.	Inspector	Democrat	2
Cline, Sherrill P.	Teller	Democrat	4
Demerjian, Karen	Inspector	Democrat	
Fridman, Eva Jane	Inspector	Democrat	3
Gannon, Doris M.	Inspector	Democrat	5
Gazza , Vera R.	Inspector	Democrat	
Goldsmith, Howard	Inspector	Democrat	3
Greene, Steven	Warden	Democrat	1
Griesel, Ruth A	Inspector	Democrat	4
Gross, Judith S.	Inspector	Democrat	1
Guild, Beverly B.	Warden	Democrat	3
Hall, Sandra T.	Inspector	Democrat	1
Hollocher, Thomas C.	Inspector	Democrat	4
Hunter, Regina	Inspector	Democrat	5
Kelly, Jr., Joseph	Inspector	Democrat	2
Knapp, Lorraine S.	Inspector	Democrat	3
Levington, David L.	Teller	Democrat	3
MacLeod, Christel	Inspector	Democrat	3
Marotta, Paul J.	Inspector	Democrat	3
Merra, Judith A.	Inspector	Democrat	3
Moeller, Jane	Deputy Clerk	Democrat	1
Oldroyd, Dorothy A.	Teller	Democrat	1
Radoski, Liz	Teller	Democrat	5
Ragno, Nancy	Inspector	Democrat	2
Rettman, Bonita	Inspector	Democrat	5
Reutlinger, Eileen C.	Inspector	Democrat	2
Sears, Dorothy M.	Warden	Democrat	2

Name	Election Officer Type	Political Party	Precinct
Signorino, Carolina	Inspector	Democrat	5
Somers, Nancy J.	Clerk	Democrat	5
Travers, Jo Susan	Deputy Clerk	Democrat	3
Abbott, Mary Lou	Inspector	Unenrolled	5
Anderson, Carolyn A.	Inspector	Unenrolled	4
Ascione, Frank R.	Warden	Unenrolled	1
Barrett, Sarah	Inspector	Unenrolled	1
Bates, Nancy A.	Clerk	Unenrolled	
Bennett, Joanne M.	Inspector	Unenrolled	2
Boyle Zywiak, Norina	Inspector	Unenrolled	3
Burns, Joan H.	Deputy Clerk	Unenrolled	
Byington, Alice E.	Inspector	Unenrolled	5
Cahill, Marie B.	Inspector	Unenrolled	3
Clear, Declan	Inspector	Unenrolled	2
Comstock, Rita	Inspector	Unenrolled	2
Connelly, Maryann	Clerk	Unenrolled	3
Corley, Mary G.	Deputy Clerk	Unenrolled	2
Coyne, Timothy C.	Warden	Unenrolled	4
Crosby, Leo E.	Inspector	Unenrolled	5
Cutler, Betsey	Inspector	Unenrolled	3
Davis, Corinda	Inspector	Unenrolled	3
DeMille, Sandra B.	Inspector	Unenrolled	3
Derby, Janet	Inspector	Unenrolled	3
Diefenbacher, Elizabeth	Inspector	Unenrolled	3
Erbafina, Tina	Inspector	Unenrolled	3
Ericson, Jeanne R	Inspector	Unenrolled	4
Frazer, Virginia R.	Inspector	Unenrolled	4
French, Mary Ellen	Inspector	Unenrolled	2
Friedlander, Carlie	Teller	Unenrolled	
Friedlander, Thomas	TellerClerk	Unenrolled	4
Garcia, Lydia	Clerk	Unenrolled	2
Glaser, Marion (Dev)	Inspector	Unenrolled	2
Goldsmith, Barbara	Inspector	Unenrolled	3
Graham, Jane	Inspector	Unenrolled	5
Greenberg, Robert	Inspector	Unenrolled	4
Greene, Ruth	Inspector	Unenrolled	1
Hayes, Patricia	Deputy Clerk	Unenrolled	4
Howard , Patricia B.	Warden	Unenrolled	2
Hutchinson, Don	Deputy Clerk	Unenrolled	5
James, Erika	Inspector	Unenrolled	
Jennings, Donald	Inspector	Unenrolled	2
Johnson, Ann Marie	Inspector	Unenrolled	5
Johnson, Donna	Inspector	Unenrolled	5

Name	Election Officer Type	Political Party	Precinct
Kaufman, Phyllis	Teller	Unenrolled	3
Keenan, Karen M.	TellerInspector	Unenrolled	4
Kubat, Hadassa	Inspector	Unenrolled	2
Lee, Robert	Inspector	Unenrolled	2
Maurer, Jeannette	Inspector	Unenrolled	1
McCormack, MaryAlice	Inspector	Unenrolled	
McCree, Carolyn	Inspector	Unenrolled	4
Merra, Sabino G.	Inspector	Unenrolled	3
Nelson, Muriel N.	Inspector & Teller	Unenrolled	4
Nikula, Elizabeth	Teller Deputy & Clerk	Unenrolled	1A
Nikula, John V.	Inspector & Teller	Unenrolled	1A
O'Connell, Antoinette J.	Clerk	Unenrolled	3
O'Connor, Susan	Inspector	Unenrolled	5
Riggert, H Ronald	Inspector	Unenrolled	5
Schiller, Christine D.	Inspector	Unenrolled	2
Schow, Joan M.	Inspector	Unenrolled	4
Scott, Mary	Inspector	Unenrolled	4
Simon, Gail-Ann	Inspector	Unenrolled	2
Sklenak, Deanna	Deputy Clerk	Unenrolled	2
Sonnenschein, DeBorah J.	Warden	Unenrolled	1
Swirsky, Gabrielle	Inspector	Unenrolled	3
Thompson, Judith F.	Deputy Clerk	Unenrolled	3
Travers, Thomas S.	Warden	Unenrolled	3
Tyler, Patricia	Inspector	Unenrolled	2
Whittemore, Margaret T.	Inspector	Unenrolled	4

This list is to be approved by the Democratic Chair Beverly Guild (Democratic Elec. Officers)

Beverly B. Guild
Chair Signature

6/30/14
Date

AGENDA REQUEST- Item #16

BOARD OF SELECTMEN

Requestor's Section:

Date of request: *May 30, 2014*

Requestor: *Bullfinch's Restaurant, Peggy Richardson*

Action requested:

To consider the application of Bullfinch's Restaurant, 730 Boston Post Road, for a special outdoor entertainment permit to conduct weeknight soft jazz performances on July 21, August 11, and September 15, 2014 from 6:00 PM.

Financial impact expected: *N/A*

CONSENT CALENDAR

Background information: *(See attached; continued from 6/25 meeting)*

Recommendations/Suggested Motion/Vote: *As the Licensing Authority for the Town of Sudbury, vote to approve the application of Bullfinch's Restaurant, 730 Boston Post Road, for a special outdoor entertainment permit to conduct weeknight soft jazz performances on the following Monday evenings: July 21, August 11, and September 15, 2014 from 6:00 PM to 9:00 PM.*

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

None

Selectmen's Office Section:

Date of Selectmen's Meeting: *July 8, 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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Golden, Patricia

From: Bullfinchs@aol.com
Sent: Wednesday, July 02, 2014 9:49 AM
To: Board of Selectmen
Subject: music for Bullfinchs

Thank you for granting the permission for some music this summer on our patio from 6:00 pm until 9:00 pm. The dates that I have been able to confirm are:

Monday, July 21, 2014
Monday, August 11, 2014
Monday September 15, 2014

Please let me know if these are approved.

Peggy Richardson
Bullfinchs Restaurant and Catering
730 Boston Post Road
Sudbury MA 01776
978.443.4094
www.bullfinchs.com

AGENDA REQUEST – Item #17
BOARD OF SELECTMEN

Requestor's Section

Item Name: The Cecil Group Contract – Route 20 Zoning Study

Date of request: June 26, 2014

Requestor: Jody Kablack, Dir. of Planning and Community Development

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

Vote to authorize the Town Manager to execute a \$24,500 contract with The Cecil Group for design services related to the Route 20 Zoning Study and the town's sewer project.

CONSENT CALENDAR

Financial impact expected: *Execution of this contract is pending a Reserve Fund Transfer request which will be discussed by the Finance Committee on July 14, 2014. Contract amount is \$24,500.*

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

Scope of Services and cover letter from Planning Board attached

Recommendations/Suggested Motion/Vote:

Vote to authorize the Town Manager to execute a \$24,500 contract with The Cecil Group for design services related to the Route 20 Zoning Study and the town's sewer project.

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

Maureen Valente

Selectmen's Office Section

Date of Selectmen's Meeting: July 8, 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 ()
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Town of Sudbury

Planning Board

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387
Fax: 978-443-0756

planningboard@sudbury.ma.us

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

TO: Finance Committee
FROM: Craig Lizotte, Chairman
RE: FY14 Reserve Fund Transfer, Route 20 Zoning Study
DATE: June 26, 2014

The Planning Board respectfully requests a transfer in the amount of \$24,500 from the FY14 Reserve Fund to FY14 Planning and Community Development Department General Expense for the purpose of engaging a consultant to review the Planning Board's proposed zoning for the Route 20 commercial corridor (in the area of the proposed sewer district), and create visual renderings of potential development scenarios. Studies such as this have been effective in assisting Massachusetts communities in understanding the relationship between the benefits of concentrated, multi-use zoning districts, and the ability to create an improved visual environment which can effectively attract private sector reinvestment. While we have reviewed similar projects and designs in other communities, this study will create renderings on specific properties along Route 20 in Sudbury.

The Town's objectives for this project have always been to provide opportunities for mixed use development; allowing redevelopment to discourage sprawl; attracting development consistent with the vision for Route 20 and the Town's character; and controlling overdevelopment. The scenarios created by this project will be an important educational tool to enable residents to understand the potential economic and aesthetic benefits that could result from adoption of new zoning bylaws in conjunction with the installation of a sewer system along Route 20. They will illustrate potential building design, placement and scale at several key locations and sites along Route 20, as well as streetscape improvements. Public discussion will occur at various times in the process.

This project was discussed under Article 26 of the 2014 Annual Town Meeting, however at that time the funding source was unknown and the article was indefinitely postponed. This reserve fund transfer request will enable this aspect of sewer project to proceed in a timely manner.

The Route 20 Sewer Steering Committee and the Planning Board both support this project as a necessary tool to more fully engage the public on the sewer project. This study builds on the recommendations contained in the 2012 Route 20 Zoning Project, which was prepared and funded by a grant from the Metropolitan Area Planning Council.

June 25, 2014

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

Re: Urban Design Studies and Zoning Evaluations

Dear Jody:

We have assembled the following Scope of Services dated June 23 to respond to your requests, including clarifications regarding the type and number of meetings and the use of the current proposed zoning as a benchmark for the buildout evaluations. This will serve as the Appendix A to the Agreement.

We are prepared to begin services immediately upon your review and authorization, which we understand is contingent upon confirmation of available funding.

I have separately forwarded an Agreement dated July 14, 2014, which we understand is the earliest date that funding authorization may be confirmed.

Please let me know if you require additional documentation or clarifications.

Sincerely,



Steven G. Cecil AIA ASLA
Principal

Urban Design Studies and Zoning Evaluations

Prospective Overlay Zoning District, Route 20 Corridor

Approach and Scope of Services

Updated June 23, 2014

Overview and Project Understanding

The Town of Sudbury has advanced a series of studies and plans, leading to specific proposals to promote appropriate redevelopment through an overlay zone that would apply to a substantial land area which is located along portions of Route 20. Among other goals, the zoning is intended to promote new development or modifications to existing developments that would result in significant re-organization of sites and introduce building scales that would not be provided under current zoning.

The purpose of these studies is to assist the Department of Planning and Community Development and the Planning Board by illustrating the physical design implications of the draft zoning relative to both the existing conditions and the existing zoning. The evaluations will include graphic scenarios of several prototypical sites, using illustrative programs composed of uses that could be permitted within the proposed zoning standards. The products of these studies will include the graphic studies, text and tables that indicate key parameters and outcomes, and illustrative materials to help communicate the potential outcomes of the process.

The Cecil Group's services would include professional urban design, architecture and landscape architecture and urban planning required to prepare the scenarios and contribute its findings and any associated recommendations that may emerge. It is understood that the services will not include market or financial feasibility evaluations, and that the scenarios will not reflect specific intentions of existing property owners or tenants. The Cecil Group will use its judgment and experience with similar project types, scales, parking ratios and feasibility factors to establish illustrative programs and to evaluate the results. The studies will be based on useful generalizing assumptions, in keeping with the overall purpose of the studies to evaluate zoning, rather than to represent actual development proposals or complete feasibility analysis.

It is assumed that the services will focus on specific prototype sites consisting of:

- Shaws Plaza
- Sudbury Crossing
- Rugged Bear Plaza
- Sudbury Farms
- Interstate Oil
- Chiswick Park

Approach and Scope of Services

Task 1: Evaluation of Existing Conditions and Zoning Parameters

The purpose of this task is to establish overall assumptions and development patterns associated with the existing conditions. This task will also consider the reasonable opportunities for additional development that could be permitted by the existing zoning.

At the initiation of the project, The Cecil Group will meet with Town staff and Planning Board representatives to discuss the purposes of the project, identify information that will be required, and to communicate the schedule and characteristics of the deliverable products. Because of the nature and purpose of this study as a technical evaluation of zoning rather than representing plans or development proposals, it is assumed that the current property owners or tenants will not be directly involved in the technical evaluations. As a result, the communication of the process and results to stakeholders is assumed to part of the public process being conducted by the Town and Planning Board.

1.1 Base Plans and Property Information

The Cecil Group will assemble individual base plans for each parcel using GIS or other mapping provided by the Town that generally indicates the location of property lines, buildings and site improvements, and relationship to adjacent streets or ways. The Cecil Group will use GIS mapping or other mapped resources provided by the Town to establish approximate locations of probable wetlands and wetland buffers, to derive a theoretical buildable area for each site. The base plans will not include more detailed information that might also reasonably influence the disposition of development on sites such as leach or septic fields, utility or other easements, results of hazardous material investigations or other parameters.

The Cecil Group will visit the area and prepare photos to indicate typical building to street relationships and typical views of the subject sites from several public vantage points.

The Cecil Group will use aerial photographs and information provided by the Town (tax assessor's listings) to establish working assumptions about the following conditions:

- Site area (total and net buildable)
- Existing building area (gross square feet, by existing zoning category to the extent that information is readily available)
- Existing parking areas and approximate parking spaces
- Existing coverage, impervious surfaces

- Effective Floor Area Ratio (FAR) as a factor of building square footage/net buildable site area.

1.2 Review of Zoning Parameters

The existing (underlying) and the prospective new zoning for the area will be reviewed and key factors that have the dominant influence upon the density, massing and disposition of development will be identified summarized, such as:

- Setback standards
- Height limits
- Lot coverage
- Parking ratios

The Cecil Group will specifically review the proposed Draft Economic District By-law that has been prepared for the areas, as the basis for understanding its potential to attract and support desirable investment.

The Cecil Group will then apply its knowledge of building and use type sizes and dimensions, parking ratios and layout patterns, and other typical factors such as achievable average FAR's in suburban market conditions to derive an approximate "buildout" that might reasonably be achieved on each site. This will be prepared and listed in tabular form.

Task Meetings: Initial meeting with staff and Planning Board

Task Deliverables: Base Plans, Summary of Existing Conditions, Zoning Parameters and "Build Out" Calculations and related rationale.

Task 2: Initial Overlay Zoning and Development Evaluation

2.1 Prospective Development Programs and Overlay Zoning Parameters

The Cecil Group will prepare a prospective development program of representative uses types that could be permitted within the overlay zoning and relevant parameters that would be useful to create a "maximum" buildout scenario, with uses such as housing, commercial office, retail or other uses. The program assumptions will consider factors such as average unit size, typical building dimensions associated with use types, and the like.

A summary will be prepared of the key key factors that have the dominant influence upon the density, massing and disposition of development will be identified summarized, such as:

- Setback standards

- Height limits
- Lot coverage
- Parking ratios
- Other design-oriented standard

2.2 Scenario Site Plan and 3-Dimensional Modeling

Using computer-generated plans and images, The Cecil Group will prepare a representative scenario with plan view and 3-dimensional model at a sufficient level of detail to indicate the overall scale, configuration and site disposition that could be associated with the proposed zoning parameters. This would include building massing using prototype building examples, parking area, internal vehicular circulation, and open space with an indication of trees or tree massing to indicate scale and open space relationships. Aerial perspective views of each scenario will be provided from 2 vantage points. These will be paired with available aerial perspective images, so that the contrast between existing conditions and the zoning could be provided.

2.3 Review of Initial Findings

The Cecil Group will create a matrix that indicates the resulting building volume, density and other characteristics associated with the proposed overlay zoning, and prepare a brief summary of initial findings for discussion purposes. For each scenario, photographs of 2 to 3 examples of built projects that have the same massing, use and other key characteristics will be assembled to serve as a design analogy and provide ground-level images corresponding to the prospective outcomes associated with the proposed zoning.

The results of this task will be forwarded and reviewed with Town staff for comments and questions. The final evaluation scenarios and visualizations will respond to the staff's requests and comments.

Task 3: Zoning Evaluations and Visualization Summary

3.1 Scenario Site Plans and Visualization Studies

The Cecil Group will prepare scenario site plans and 3-dimensional visualizations for each of the subject sites. For each site, appropriate built examples of similar massing, layout and architectural characteristics will be provided to communicate the qualities that could result from a ground-level, public perspective.

3.2 Summary Document and Presentation

The Cecil Group will prepare a summary report that highlights the key dimensional parameters associated with the existing and proposed zoning, compares the existing development volumes and characteristics to the "build out" characteristics that may be achieved under either the existing or proposed zoning, and provides relevant examples to assist in visualizing the implications. The Cecil Group will also provide professional observations regarding the results and the interaction of the existing and proposed zoning with typical market-based considerations that the Town and the Planning Board may find helpful.

The report will be prepared in draft form for staff review, and corrections or clarifications undertaken based on its consolidated, written requests. The document will include:

- Summary of Findings and Observations
- Comparison of Existing and Proposed Zoning Parameters
- Illustrative Scenarios and Evaluations

The Cecil Group will assemble the results in an abbreviated, illustrative Powerpoint presentation and participate in a meeting and discussion with the Planning Board.

Task Meetings: Draft and final presentation and meeting with the Staff/Planning Board

Task Deliverables: Draft (5 copies and electronic version) and Final Report (10 copies and electronic version) of Findings and Observations ; Final Powerpoint presentation.

Summary of Meetings

Meetings with Planning Board (3)

Meetings with Town staff (3)

Compensation

Compensation would be on a lump sum basis for the tasks and all deliverable products noted above.

Task	Cost
Task 1: Evaluation of Existing Conditions and Zoning Parameters	
1.1 Base Plans and Property Information	\$4,500
1.2 Review of Zoning Parameters	\$3,500
Task 2: Initial Overlay Zoning and Development Evaluation	
2.1 Prospective Development Programs and Overlay Zoning Parameters	\$1,600
2.2 Scenario Site Plan and 3-Dimensional Modeling	\$7,800
2.3 Review of Initial Findings	\$1,200
Task 3: Zoning Evaluations and Visualization Summary	
3.1 Scenario Site Plans and Visualization Studies	\$2,400
3.2 Report Document and Presentation	\$3,500
Total Cost, All Services	\$24,500

Additional services would be provided on a mutually-agreed basis and could include such items as:

- Additional meetings or presentations
- Additional scenarios or variations on scenarios
- More detailed evaluation of actual site conditions and incorporation into scenarios
- Meetings with property owners or tenants and incorporation of comments and requests
- Rendered ground level views based on additional architectural and landscape studies

Professional Compensation

We have prepared the following summary of the professional fees and costs that would be associated with accomplishing the Scope of Services described above. It would be established as a lump sum fee, and include all direct and indirect costs such as travel, reproductions and the like.

Urban Design Studies and Zoning Evaluations

Prospective Overlay Zoning District, Route 20 Corridor

Approach and Scope of Services

Updated June 23, 2014

Overview and Project Understanding

The Town of Sudbury has advanced a series of studies and plans, leading to specific proposals to promote appropriate redevelopment through an overlay zone that would apply to a substantial land area which is located along portions of Route 20. Among other goals, the zoning is intended to promote new development or modifications to existing developments that would result in significant re-organization of sites and introduce building scales that would not be provided under current zoning.

The purpose of these studies is to assist the Department of Planning and Community Development and the Planning Board by illustrating the physical design implications of the draft zoning relative to both the existing conditions and the existing zoning. The evaluations will include graphic scenarios of several prototypical sites, using illustrative programs composed of uses that could be permitted within the proposed zoning standards. The products of these studies will include the graphic studies, text and tables that indicate key parameters and outcomes, and illustrative materials to help communicate the potential outcomes of the process.

The Cecil Group's services would include professional urban design, architecture and landscape architecture and urban planning required to prepare the scenarios and contribute its findings and any associated recommendations that may emerge. It is understood that the services will not include market or financial feasibility evaluations, and that the scenarios will not reflect specific intentions of existing property owners or tenants. The Cecil Group will use its judgment and experience with similar project types, scales, parking ratios and feasibility factors to establish illustrative programs and to evaluate the results. The studies will be based on useful generalizing assumptions, in keeping with the overall purpose of the studies to evaluate zoning, rather than to represent actual development proposals or complete feasibility analysis.

It is assumed that the services will focus on specific prototype sites consisting of:

- Shaws Plaza
- Sudbury Crossing
- Rugged Bear Plaza
- Sudbury Farms
- Interstate Oil
- Chiswick Park

Approach and Scope of Services

Task 1: Evaluation of Existing Conditions and Zoning Parameters

The purpose of this task is to establish overall assumptions and development patterns associated with the existing conditions. This task will also consider the reasonable opportunities for additional development that could be permitted by the existing zoning.

At the initiation of the project, The Cecil Group will meet with Town staff and Planning Board representatives to discuss the purposes of the project, identify information that will be required, and to communicate the schedule and characteristics of the deliverable products. Because of the nature and purpose of this study as a technical evaluation of zoning rather than representing plans or development proposals, it is assumed that the current property owners or tenants will not be directly involved in the technical evaluations. As a result, the communication of the process and results to stakeholders is assumed to part of the public process being conducted by the Town and Planning Board.

1.1 Base Plans and Property Information

The Cecil Group will assemble individual base plans for each parcel using GIS or other mapping provided by the Town that generally indicates the location of property lines, buildings and site improvements, and relationship to adjacent streets or ways. The Cecil Group will use GIS mapping or other mapped resources provided by the Town to establish approximate locations of probable wetlands and wetland buffers, to derive a theoretical buildable area for each site. The base plans will not include more detailed information that might also reasonably influence the disposition of development on sites such as leach or septic fields, utility or other easements, results of hazardous material investigations or other parameters.

The Cecil Group will visit the area and prepare photos to indicate typical building to street relationships and typical views of the subject sites from several public vantage points.

The Cecil Group will use aerial photographs and information provided by the Town (tax assessor's listings) to establish working assumptions about the following conditions:

- Site area (total and net buildable)
 - Existing building area (gross square feet, by existing zoning category to the extent that information is readily available)
 - Existing parking areas and approximate parking spaces
 - Existing coverage, impervious surfaces
-

- Effective Floor Area Ratio (FAR) as a factor of building square footage/net buildable site area.

1.2 Review of Zoning Parameters

The existing (underlying) and the prospective new zoning for the area will be reviewed and key factors that have the dominant influence upon the density, massing and disposition of development will be identified summarized, such as:

- Setback standards
- Height limits
- Lot coverage
- Parking ratios

The Cecil Group will specifically review the proposed Draft Economic District By-law that has been prepared for the areas, as the basis for understanding its potential to attract and support desirable investment.

The Cecil Group will then apply its knowledge of building and use type sizes and dimensions, parking ratios and layout patterns, and other typical factors such as achievable average FAR's in suburban market conditions to derive an approximate "buildout" that might reasonably be achieved on each site. This will be prepared and listed in tabular form.

Task Meetings: Initial meeting with staff and Planning Board

Task Deliverables: Base Plans, Summary of Existing Conditions, Zoning Parameters and "Build Out" Calculations and related rationale.

Task 2: Initial Overlay Zoning and Development Evaluation

2.1 Prospective Development Programs and Overlay Zoning Parameters

The Cecil Group will prepare a prospective development program of representative uses types that could be permitted within the overlay zoning and relevant parameters that would be useful to create a "maximum" buildout scenario, with uses such as housing, commercial office, retail or other uses. The program assumptions will consider factors such as average unit size, typical building dimensions associated with use types, and the like.

A summary will be prepared of the key key factors that have the dominant influence upon the density, massing and disposition of development will be identified summarized, such as:

- Setback standards
- Height limits
- Lot coverage
- Parking ratios
- Other design-oriented standard

2.2 Scenario Site Plan and 3-Dimensional Modeling

Using computer-generated plans and images, The Cecil Group will prepare a representative scenario with plan view and 3-dimensional model at a sufficient level of detail to indicate the overall scale, configuration and site disposition that could be associated with the proposed zoning parameters. This would include building massing using prototype building examples, parking area, internal vehicular circulation, and open space with an indication of trees or tree massing to indicate scale and open space relationships. Aerial perspective views of each scenario will be provided from 2 vantage points. These will be paired with available aerial perspective images, so that the contrast between existing conditions and the zoning could be provided.

2.3 Review of Initial Findings

The Cecil Group will create a matrix that indicates the resulting building volume, density and other characteristics associated with the proposed overlay zoning, and prepare a brief summary of initial findings for discussion purposes. For each scenario, photographs of 2 to 3 examples of built projects that have the same massing, use and other key characteristics will be assembled to serve as a design analogy and provide ground-level images corresponding to the prospective outcomes associated with the proposed zoning.

The results of this task will be forwarded and reviewed with Town staff for comments and questions. The final evaluation scenarios and visualizations will respond to the staff's requests and comments.

Task 3: Zoning Evaluations and Visualization Summary

3.1 Scenario Site Plans and Visualization Studies

The Cecil Group will prepare scenario site plans and 3-dimensional visualizations for each of the subject sites. For each site, appropriate built examples of similar massing,

layout and architectural characteristics will be provided to communicate the qualities that could result from a ground-level, public perspective.

3.2 Summary Document and Presentation

The Cecil Group will prepare a summary report that highlights the key dimensional parameters associated with the existing and proposed zoning, compares the existing development volumes and characteristics to the “build out” characteristics that may be achieved under either the existing or proposed zoning, and provides relevant examples to assist in visualizing the implications. The Cecil Group will also provide professional observations regarding the results and the interaction of the existing and proposed zoning with typical market-based considerations that the Town and the Planning Board may find helpful.

The report will be prepared in draft form for staff review, and corrections or clarifications undertaken based on its consolidated, written requests. The document will include:

- Summary of Findings and Observations
- Comparison of Existing and Proposed Zoning Parameters
- Illustrative Scenarios and Evaluations

The Cecil Group will assemble the results in an abbreviated, illustrative Powerpoint presentation and participate in a meeting and discussion with the Planning Board.

Task Meetings: Draft and final presentation and meeting with the Staff/Planning Board

Task Deliverables: Draft (5 copies and electronic version) and Final Report (10 copies and electronic version) of Findings and Observations ; Final Powerpoint presentation.

Summary of Meetings

Meetings with Planning Board (3)

Meetings with Town staff (3)

Compensation

Compensation would be on a lump sum basis for the tasks and all deliverable products noted above.

Task	Cost
Task 1: Evaluation of Existing Conditions and Zoning Parameters	
1.1 Base Plans and Property Information	\$4,500
1.2 Review of Zoning Parameters	\$3,500
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2.1 Prospective Development Programs and Overlay Zoning Parameters	\$1,600
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2.3 Review of Initial Findings	\$1,200
Task 3: Zoning Evaluations and Visualization Summary	
3.1 Scenario Site Plans and Visualization Studies	\$2,400
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Total Cost, All Services	\$24,500

Additional services would be provided on a mutually-agreed basis and could include such items as:

- Additional meetings or presentations
- Additional scenarios or variations on scenarios
- More detailed evaluation of actual site conditions and incorporation into scenarios
- Meetings with property owners or tenants and incorporation of comments and requests
- Rendered ground level views based on additional architectural and landscape studies

Professional Compensation

We have prepared the following summary of the professional fees and costs that would be associated with accomplishing the Scope of Services described above. It would be established as a lump sum fee, and include all direct and indirect costs such as travel, reproductions and the like.

AGENDA REQUEST – Item #18
BOARD OF SELECTMEN

Requestor’s Section:

Date of request: 6-30-14

Requestor: DPW Director

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

Financial impact expected: Lease Purchase budgeted, ATM14

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

The DPW has initiated purchase of a Toro Groundsmaster 5910 mower through a State contract with Toro Products Corp. for July delivery. Town Counsel is obtaining quotations for lease-purchasing and will negotiate the L-P with the lender offering the lowest base interest rate.

CONSENT CALENDAR

Recommendations/Suggested Motion/Vote:

Vote to approve the award by the Town Manager for the lease-purchase of one Toro Groundsmaster 5910 mower at a cost of \$95,773.89, said purchase to be financed over a five-year period; the Town Manager to execute all documents related thereto inclusive of the Lease-Purchase Agreement as negotiated by Town Counsel’s Office; and further

Vote to approve the award by the Town Manager without further approval of the Board of Selectmen for all equipment proposed for lease-purchase or purchase approved by ATM14 Town Meeting and incorporated in the operating budgets or the Capital Budget for the departments involved under the Town Manager.

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

None

Selectmen’s Office Section:

Date of Selectmen’s Meeting: 7/8/14

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)



Baystone Government Finance

June 30, 2014

FORMAL PROPOSAL

OBLIGOR: TOWN OF SUDBURY, MA

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the five (5) year term.

EQUIPMENT: ONE (1) TORO GROUNDSMASTER 5910 MOWER

OPTION 1

Acquisition Cost:	\$95,733.89	Term:	Five (5) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$20,199.46
Trade In:	\$0.00	Interest Rate:	2.750%		
Principal Balance:	\$95,733.89	Rate Factor:	0.210996		

- * This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- * This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before July 30, 2014. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

BAYSTONE GOVERNMENT FINANCE	TOWN OF SUDBURY, MA
	Signature:
Aaron Lindsten	Typed Name & Title
Assistant Vice President	Date:

1680 Charles Place Manhattan, KS 66502
Ph: (800) 752-3562; Fax: (785) 537-4806
alindsten@ksstatebank.com
www.baystone.net

SAMPLE PAYMENT SCHEDULE

Obligor:	Town of Sudbury, MA
Date of first payment:	At Closing
Original Balance:	\$95,733.89
Total Number of Payments:	5
Number of Payments per year:	1

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1		\$ 20,199.46	\$ -	\$ 20,199.46	N/A
2		\$ 20,199.46	\$ 2,077.20	\$ 18,122.26	\$ 57,746.00
3		\$ 20,199.46	\$ 1,578.83	\$ 18,620.63	\$ 38,961.32
4		\$ 20,199.46	\$ 1,066.77	\$ 19,132.69	\$ 19,716.41
5		\$ 20,199.46	\$ 540.61	\$ 19,658.85	\$ -

*Assumes all payments due to date have been paid

AGENDA REQUEST – Item #19
BOARD OF SELECTMEN

Requestor's Section

Item Name: Regional Housing Services FY15 Revolving Fund

Date of request: June 27, 2014

Requestor: Maureen Valente, Town Manager

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

The Selectmen are requested to authorize an increase in the Regional Housing Services Revolving Fund maximum amount for FY15 from \$5,000 to \$20,000

CONSENT CALENDAR

Financial impact expected: *None. FY14 leftover funds will be carried over to FY15 to pay last final vouchers for goods and services. All other remaining funds will transfer to Concord.*

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

Memo attached

Recommendations/Suggested Motion/Vote:

Vote to authorize an increase in the Regional Housing Services Revolving Fund maximum amount for FY15 from \$5,000 to \$20,000

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

Maureen Valente

Selectmen's Office Section

Date of Selectmen's Meeting: 7/8/14

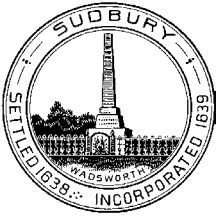
Board's action taken:

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

Planning and Community Development Department

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387
Fax: 978-443-0756

Jody A. Kablack, Director

<http://www.sudbury.ma.us/services/planning>
kablackj@sudbury.ma.us

TO: Maureen Valente, Town Manager
FROM: Jody Kablack, Director of Planning and Community Development
RE: Regional Housing Services Revolving Fund
DATE: June 30, 2014

The RHSO FY15 Revolving Fund in the amount of \$5,000 was approved at the 2014 Annual Town Meeting. The RHSO is moving to Concord in July, and the Sudbury FY15 Revolving Fund was anticipated to pay out only a few trailing invoices from late June. The trailing invoices are larger than expected, and a request is being made for the Selectmen to vote to increase the FY15 RHSO Revolving Fund to up to \$20,000 so all funds can be properly spent in Sudbury to close out the fiscal year. The remaining invoices include the contractor invoices for the last 2 weeks in June, as well as the balance of the administrative fee paid to Sudbury.

AGENDA REQUEST – Item #20
BOARD OF SELECTMEN

Requestor's Section

Item Name: Acceptance of Drainage Easement

Date of request: June 26, 2014

Requestor: Jody Kablack, Planning Director

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

Vote to accept drainage easement, North Ridge Farm, 338 North Road

CONSENT CALENDAR

Financial impact expected: None

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

Subdivision decision dated April 23, 2014; Definitive Subdivision Plan dated June 5, 2014 (unsigned).

Document reviewed by Town Counsel

Recommendations/Suggested Motion/Vote:

To accept a Drainage Easement, dated June 26, 2014, granted by Distinctive Acton Homes, Inc. on Easement areas shown as "Proposed Drainage Easement (20-Ft. wide)" on a portion of Lot 4 and "Proposed Drainage Easement" on Lot 1 on a Definitive Subdivision plan entitled "North Ridge Farm", Sheet 3 of 9, 338 North Road, dated November 1, 2013, last rev. May 2, 2014, prepared by Foresite Engineering.

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

none

Selectmen's Office Section

Date of Selectmen's Meeting: July 8, 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 ()

PLEASE RETURN TO:

Planning & Community Development
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

DRAINAGE EASEMENT

Distinctive Acton Homes, Inc., a duly organized Massachusetts corporation with an address of 25 Westford Lane, Acton, Massachusetts 01720 grants with quitclaim covenants to the Town of Sudbury, a Massachusetts municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 322 Concord Road, Sudbury, Massachusetts the perpetual right and easement to construct, inspect, repair, remove, replace, operate and forever maintain the drainage system as approved by the Sudbury Planning Board, including any catch basins, manholes, pipes, conduits, swales and their appurtenances and to do all acts incidental to the foregoing, including the right to place markers delineating the easement areas and the right to pass for said purposes, on, over, across, in, through and under the following Easement areas as noted on Lots 217 and 220 (also shown as Lots 1 and 4) on a plan of land entitled "North Ridge Farm" Definitive Subdivision, Sudbury, Massachusetts, prepared by Foresite Engineering, Inc., dated November 1, 2013, last revised June 5, 2014 to be recorded herewith (the "Plan") and more particularly described as follows:

Drainage Easement on Lot 217 (also shown as Lot 1)

Beginning at the center back of a stone bound at the southwest corner of Lot 1;
thence running N12°50'53"E 240.13' to a concrete bound with drill hole set;
thence turning and running S58°59'38"E 21.05' to a concrete bound with drill hole set;
thence turning and running S12°50'53"W 162.00' to a concrete bound with drill hole set;
thence turning and running S56°33'54"E 90.89' to a concrete bound with drill hole set;
thence running S79°20'50"E 93.82' to a concrete bound with drill hole set on the westerly sideline of Anthony Road;
thence turning and running S26°14'19"W 57.32' along the westerly sideline of Anthony Road to a concrete bound with drill hole set;
thence continuing along the westerly sideline of Anthony Road, along a curve to the right having a radius of 25.00' and a length of 38.36' to a concrete bound with drill hole set at the northerly sideline of North Road;

thence running along the northerly sideline of North Road N65°50'28"W 159.43' to the point of beginning.

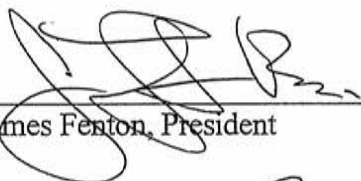
20' Wide Drainage Easement on Lot 220 (also shown as Lot 4)

Beginning at a concrete bound with drill hole set on the easterly sideline of Anthony Road and running S82°42'36"E 181.52' to a concrete bound with drill hole set; thence turning and running S04°49'39"E 20.46' to a concrete bound with drill hole set; thence turning and running along the northerly sideline of Lot 2 N82°42'36"W 198.18' to a concrete bound with drill hole set on the easterly sideline of Anthony Road; thence turning and running along the easterly sideline of Anthony Road on a curve to the left having a radius of 60.00' and a length of 23.67' to the point of beginning.


Being a portion of the premises conveyed to the Declarant by deed of HENRY J.CAVOOTO, TRUSTEE of CAVOOTO-SUDBURY REALTY TRUST, dated July , 2014 to be recorded herewith.

Executed this 26 day of June, 2014.

Distinctive Acton Homes, Inc.



James Fenton, President



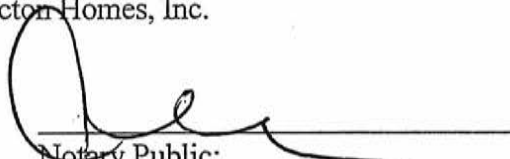
Michael Jeanson, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 26 day of June, 2014, before me, the undersigned Notary Public, personally appeared James Fenton, President and Michael Jeanson, Treasurer of Distinctive Acton Homes, Inc., proved to me through satisfactory evidence of identification which was a Massachusetts driver's license to be the person whose name is signed on the preceding documents, and acknowledged to me that he/she signed it voluntarily for its stated purpose as President and Treasurer of Distinctive Acton Homes, Inc.





Notary Public:
My Commission Expires:

TOWN CLERK
SUDBURY, MASS

14 APR 24 PM 1:17



Town of Sudbury

Planning Board

planningboard@sudbury.ma.us

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

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387
Fax: 978-443-0756

April 23, 2014

DEFINITIVE SUBDIVISION DECISION NORTH RIDGE FARM 338 NORTH ROAD

DECISION of the Planning Board of the Town of Sudbury, Massachusetts (the "Board") on the petition of Distinctive Acton Homes, (the "Petitioner") and Cavooto Sudbury Realty Trust, (the "Owner"), for property located in Sudbury, Massachusetts, at 338 North Road (the "Property"). The Property is shown on Assessor's Map C09-0031, and proposes the division of approximately 7.46 acres into 6 lots. The Property is within the A-1 Residential District, and Zone III of the Water Resource Protection District.

This decision is in response to an application by the Petitioner for approval of a Definitive Subdivision Plan submitted to the Board on December 3, 2013, under Massachusetts General Laws, Chapter 41, Sections 81-K through 81-GG, inclusive, and the Town of Sudbury Planning Board Rules and Regulations Governing the Subdivision of Land. The time frame to issue a decision on this matter was extended to May 8, 2014 by mutual consent of the Board and the Petitioner.

After causing notice of the time and place of its public hearing and of the subject matter thereof to be published, posted and mailed to the Petitioners, abutters and other parties in interest, as required by law, Michael Hunter, Chairman of the Board, called the public hearing to order on January 22, 2014, and continued the hearing to February 12, 2014, March 26, 2014, April 9, 2014 and April 23, 2014. The public hearing was closed at the end of the April 23, 2014 proceedings. Board members present throughout the proceedings were Michael Hunter and Patricia Brown. Board members Craig Lizotte and Peter Abair were absent at the February 12, 2014 session and, pursuant to G.L. c. 39, § 23D, have certified that they have examined all of the evidence received by the Board on this subject and are therefore eligible to vote on the subject application. The record of the proceedings and submissions upon which this decision is based may be referred to in the office of the Town Clerk or the Planning Board office.

Submitted to the Board for its consideration was a Plan entitled "North Ridge Farm Definitive Subdivision Plan" drawn by Foresite Engineering, 16 Gleasondale Road, Stow, MA dated November 1, 2013, last revised April 11, 2014 (the "Plan"). The Plan consists of the following:

Sheet 1 of 9, Title Sheet; Sheet 2 of 9, Existing Conditions Plan; Sheet 3 of 9, Record Plan; Sheet 4 of 9, Drainage and Grading Plan; Sheet 5 of 9, Plan & Profile; Sheet 6 of 9, Erosion and Sediment Control Plan 1; Sheet 7 of 9, Erosion and Sediment Control Plan 2; Sheet 8 of 9, Construction Details 1; Sheet 9 of 9, Construction Details 2.

The Planning Board hereby APPROVES the definitive subdivision of North Ridge Farm as shown on the Plan, located in Sudbury, Middlesex County, Massachusetts, to be recorded herewith, subject to and with the benefits of the following restrictions:

1. The approval herein granted is based on the Plan as described, with modifications as required by this decision.
2. This subdivision shall be limited to six (6) residential building lots. Any further division of the Property into more than six (6) building lots shall require Planning Board approval pursuant to M.G.L. Chapter 41 and the Town of Sudbury Planning Board Rules and Regulations Governing the Subdivision of Land.
3. The Petitioner shall cause the Definitive Subdivision Plan to be revised to show the following information, which shall be subject to review and approval of the Board prior to endorsement of the Plan:
 - a. A notation shall be added to the Plan stating "This subdivision shall be limited to six residential building lots. Any further division of said Property into more than six building lots shall require Planning Board approval pursuant to MGL Chapter 41 and the Town of Sudbury Planning Board Rules and Regulations Governing the Subdivision of Land."
 - b. Signature blocks for the Fire Chief, Water District, Wiring Inspector shall be added to the Plan.
 - c. Final approval of the crosswalk detail by the Director of Public Works.
5. The following additional information shall be submitted to the Planning Board for its review and approval prior to endorsement of the Plan:
 - a. A covenant satisfactory to the Board guaranteeing the construction of ways and installation of municipal services in the subdivision within two (2) years of endorsement of the Plan.
 - b. Drainage easements granted to the Town of Sudbury on Lot 1 and Lot 4.
 - c. Restrictive covenants regarding conditions #11 (access to drainage structures), #13 (maintenance of stormwater structures on individual lots) and #20 (lawn irrigation systems).
 - d. All required signatures from the Fire Chief, Water District, Wiring Inspector and Town Clerk shall be obtained prior to endorsement by the Board.
 - e. Updated title certification for the land within the subdivision up to the date of approval.
 - f. A Stormwater Management permit is issued by the Planning Board.

6. The following items shall be completed prior to any disturbance on the Property:
 - a. Trees shall be flagged for preservation as detailed in condition #25.
 - b. Erosion control shall be in place, and inspected by the Director of Planning and Community Development.

7. The following items shall be submitted for review and approval by the Planning Board prior to release of lots from the covenant:
 - a. A highway inspection fee in conformance with Section V.B. of the Planning Board Rules and Regulations.
 - b. Stormwater management maintenance fee as detailed in condition #12.
 - c. The Plan and associated mapping documentation shall be submitted on electronic disk format compatible with the Town's GIS system.
 - d. Copies of all recorded documents from the Middlesex South Registry of Deeds or Land Court, as appropriate, including the Plan, covenant, drainage easements, restrictive covenants, subdivision decision and temporary construction easement.

8. The paved width of the subdivision road shall be twenty four (24) feet. Sloped granite curbing shall be provided throughout the entire length of the paved roadway, around the cul-de-sac and landscape island, and at all street corner roundings along the circumference of the roadway for the full length of the rounded curve plus a straight section of at least six (6) feet. A five (5) foot wide bituminous walkway shall be installed along the western side line of the subdivision road.

9. The island in the center of the cul-de-sac shall be planted by the Petitioner with plantings as shown on the Plan. Species which grow well without regular watering and are tolerant of road salts are recommended. The installation of an automatic sprinkler system in the island shall not be permitted, unless it is served by a private irrigation well and maintained by a Homeowner's Association.

10. Stormwater management for this subdivision shall consist of the collection of runoff from the roadway surfaces into deep sump catch basins with oil and gas traps, discharging into infiltrator chambers located within the landscape island of the cul de sac at the northern end of the subdivision road, and into an infiltration basin located on Lot 1, as shown on the Plan. Roof runoff from the individual lots shall be collected into dry wells as shown on the Plan. The system is designed to conform to the DEP Stormwater Management Policy and the Sudbury Stormwater Management Bylaw, and features on-site recharge of stormwater.

11. Access to the drainage structures on Lots 1 and 4 shall be kept clear of obstruction for inspection and maintenance. A restrictive covenant shall be recorded on the lots stating this restriction.

12. The Petitioner shall be responsible for maintaining the stormwater management system in accordance with the Operation and Maintenance Plan submitted and DEP regulations until the

roadway is accepted as a public road. To ensure continued maintenance of the stormwater management system, the Petitioner or his assigns shall submit \$16,300 to the Town to be placed in an account under the direction of the Director of Public Works to be used for inspection and maintenance of the structural components of the stormwater management system. Inspection and maintenance can be conducted either by the Department of Public Works, or by contracted services. Such funds shall be non-refundable, and are based on semi-annual cleaning and inspection of structures for a 2 year period after acceptance of the road as a Public Way.

13. Lot owners shall be responsible for maintaining the dry wells collecting roof runoff on the individual lots. No roof run-off shall discharge directly into the storm drainage system. These dry wells are an integral part of the stormwater management system for the development, and shall not be removed or replaced without approval of the Board. Restrictive covenants shall be recorded for the lots in the subdivision containing this condition.
14. The Petitioner shall obtain a Stormwater Management Permit pursuant to Article V(F) of the Sudbury Bylaws (Stormwater Management).
15. Street trees are required approximately every 40' on center along the subdivision roadway. This requires a minimum of 36 trees be planted. Trees shall be shade trees having a trunk diameter of at least two and a half (2-1/2) inches and of such variety as the Board may approve shall be planted. If, after construction, less than 36 street trees have been installed along the roadways, the developer will be required to contribute to the tree replacement fund in the amount of \$1.50 per tree below the 36 tree minimum. Trees shall be planted in one-half (1/2) cubic yard of loam, and properly wrapped and guyed in a manner to ensure their survival. The Planning Board or its representative shall inspect the Property prior to release of the performance bond for the subdivision to determine compliance with this condition.
16. A vegetative buffer along the rear lot lines of Lots 1, 2, 3 and 6 shall be installed, if necessary at the Petitioner's expense, to provide a visual screen from abutting properties. Evergreen species 6-8 feet tall, no less than 20 feet on center shall be planted where necessary, supplemented by lower understory vegetation. The Planning Board or its representative shall inspect the Property prior to release of the performance bond for the subdivision to determine compliance with this condition.
17. Stone walls on the Property and those shown on the Plan shall be preserved and not removed during construction, except for that section of the stone wall along North Road which will be removed for the roadway entrance.
18. Any signage or decorative monuments proposed at the entrance to the subdivision shall require review and approval of the Planning Board pursuant to section VLL.2 of the Subdivision Rules and Regulations. No signs or structures (other than street signs) shall be located within the right-of-way.

19. Any underground irrigation systems installed in the subdivision shall comply with the Town Bylaw regulating in-ground irrigation systems.
20. Restrictive covenants for this subdivision shall be recorded regulating lawn irrigation systems in an attempt to minimize the demand for water, as follows: 1) to prevent excessive loss of moisture on lawns, each lot shall receive at least 5 to 6 inches of loam before seeding or installing sod; 2) all lawn irrigation system controls shall incorporate and utilize a rain sensor to turn the system off when it is raining and a moisture meter to gauge dryness; 3) an electronic controller with a battery back-up system shall be installed to minimize the risk of losing programming from power interruptions. It shall be the Petitioners', or his assigns', responsibility to include clear written notice regarding these restrictions on the use of lawn irrigation systems. These restrictions shall be recited in each deed conveying a lot within the subdivision.
21. The Petitioner has made application under section XXVI of the Sudbury Bylaws (Public Way Access Permit), and the Board hereby grants a Public Way Access Permit for this development, subject to the following improvements to be made at the Petitioner's expense which facilitate safe and efficient pedestrian and traffic operations within the access and on adjacent public ways:
 - a. A crosswalk shall be painted from the subdivision road across North Road at the Petitioner's expense. The final location shall be determined by the Director of Public Works.
22. Changes which are required to be made to the approved Plan as a result of any Order of Conditions issued by the Sudbury Conservation Commission shall be submitted to the Planning Board. In the event that such changes substantially affect the road drainage or road layout, as determined by the Planning Board, then such changes shall be subject to modification pursuant to Section 81W of Chapter 41 of the Massachusetts General Laws.
23. The Petitioner has represented to the Board that no earth will be removed from the site during construction of the subdivision improvements. In the event removal of earth from the site will be required to complete the roadway and drainage improvements shown on the Plan, the Petitioners or their assigns shall comply with the provisions of Article V.A. of the Town of Sudbury Bylaws regarding earth removal.
24. All fill used on site shall be clean fill.
25. All large healthy trees on the site shall be retained and not disturbed or destroyed during the construction of the subdivision except for those trees which must be removed or disturbed for the construction of the roadway, driveways and dwellings and uses accessory thereto. Prior to any disturbance on the site, trees to be preserved shall be flagged and the Petitioner shall call the Planning and Community Development Department to conduct an inspection.
26. On each lot approval shall be obtained from the Board of Health for a sewage disposal system.

27. All utilities shall be installed underground, including any extensions from existing service lines or poles.
28. All required work on the ground shall be completed within two (2) years from the date of endorsement of the Plan, unless an application for extension is filed with, and approved by, the Board extending such time.
29. The Petitioner or its authorized representative shall present the Plan to the Board for proper endorsement within 90 days of the date of this decision, unless such time period is extended in writing by the Board. The Board reserves the right to rescind its approval if the Plan is not presented to the Board for endorsement within the time period herein specified. The Petitioner or its authorized representative shall further submit the Plan to the Town Planner at least 14 days prior to this deadline to allow the Town Planner adequate time to review the revised Plan for compliance with the conditions of this Decision.

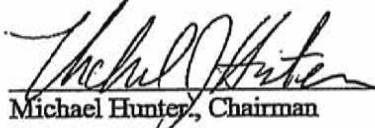
The foregoing has been stated for the purpose of emphasizing their importance and is not intended to be all inclusive or to negate any provision of the Town of Sudbury Subdivision Rules and Regulations. Under the provisions of the Town of Sudbury Subdivision Rules and Regulations and Massachusetts General Laws, Chapter 41, Sections 81-K through 81-GG inclusive, the Board shall have the power to modify or amend the terms and conditions of this approval on the application of the owner, lessee or mortgagee of the Property or upon its own motion. All the provisions of the Subdivision Control Law applicable to approval shall, where appropriate, be applicable to such modification or amendment. Such power is hereby reserved. Appeals, if any, shall be made pursuant to Section 81-BB of the Massachusetts General Laws, Chapter 41, and shall be filed within twenty (20) days after the date of filing this decision with the Town Clerk.

The provisions of this Decision shall be binding upon every owner or owners of each of the lots, as shown on the Plan, and the executors, administrators, heirs, successors and assigns of such owners, and the obligations and restrictions herein set forth shall run with said land in full force and effect for the benefit of and enforceable by the Town of Sudbury.


Reference to this Decision shall be entered upon the Plan and this Decision shall be recorded by the Petitioner at the Middlesex South Registry of Deeds or Land Court, as appropriate, with the Plan.

Witness our hands this 23rd day of April, 2014.

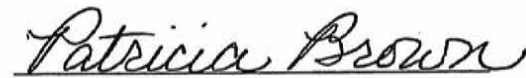
SUDBURY PLANNING BOARD


Michael Hunter, Chairman

Christopher Morely


Craig Lizotte


Peter Abair

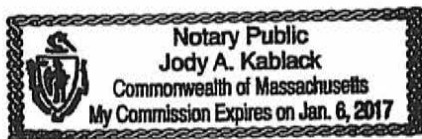

Patricia Brown

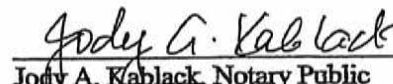
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

April 23, 2014

On this 23rd day of April 2014, before me, the undersigned notary public, personally appeared the above-named Michael Hunter, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as a member for the Sudbury Planning Board, a municipal board.




Jody A. Kablack, Notary Public
My commission expires 1/6/2017

cc: Town Clerk
Board of Health
DPW Director
Sudbury Water District
Building Inspector
Town Counsel
Fire Chief
Conservation Commission
Distinctive Acton Homes
Cavooto Sudbury Realty Trust
Foresite Engineering

LOCUS

330 NORTH ROAD
ASSESSORS MAP OF PARCEL 31
ZONING DISTRICT: SINGLE RESIDENCE "A" (A-RES)
MIN. LOT AREA: 40,000 SQ. FT.
MIN. FRONT YARD: 30 FEET
MIN. SIDE YARD: 30 FEET
MIN. REAR YARD: 30 FEET

RECORD OWNER

CAVOTIO SUBURBY REALTY TRUST
330 NORTH ROAD
SOUTH BURY, MASSACHUSETTS 01776

DEED & PLAN REFERENCES

MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS
LAND REGISTRATION BOOK 3175 PAGE 23
LAND COURT PLAN 2170

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW REQUIRED
APPROVAL BY THE SUBDIVISION
COMMISSION AND THE BOARD OF
ASSESSORS IS REQUIRED FOR THE
ISSUANCE OF THIS PLAN.
SUBURBY PLANNING BOARD

DATE: _____
TOWN CLERK: _____
FIRE CHIEF: _____ DATE: _____
WATER DISTRICT: _____ DATE: _____
WIRING INSPECTOR: _____ DATE: _____

IF THESE CHANGES ARE MADE, THE PLAN SHALL BE RECORDED AS A CORRECTED PLAN IN THE RECORDS OF THE TOWN OF SOUTH BURY.

NOTE: THIS SUBDIVISION SHALL BE LIMITED TO ONE RESIDENTIAL BUILDING PER LOT. ALL UTILITIES SHALL BE PLACED IN THE PUBLIC RIGHT-OF-WAY OR IN THE TOWN OF SOUTH BURY'S PUBLIC UTILITY SYSTEMS. THE TOWN OF SOUTH BURY SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL UTILITIES PLACED IN THE PUBLIC RIGHT-OF-WAY.

LC PLAN 2170

"NORTH RIDGE FARM"	
SUBURBY PLANNING BOARD PLAN	
BEING A DIVISION OF LOT 31	
SHOWN ON LAND COURT PLAN 2170H	
MIDDLESEX COUNTY	
SITE LOCATION:	
330 NORTH ROAD	
SOUTH BURY, MASSACHUSETTS 01776	
ASSESSORS MAP COB LOT 31	
PREPARED FOR:	
DISTINCTIVE ACTION HOMES, INC.	
P.O. BOX 888	
ACTION, MASSACHUSETTS 01720	
SCALE: 1"=40'	
DATE: NOVEMBER 1, 2023, REV. SUBURBY PLANNING BOARD PLAN	
PROJECT: 2023-117	
REGISTERED ENGINEERING ASSOCIATES, INC.	
P.L. 00000000	
www.forensite.com	

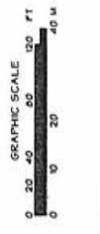
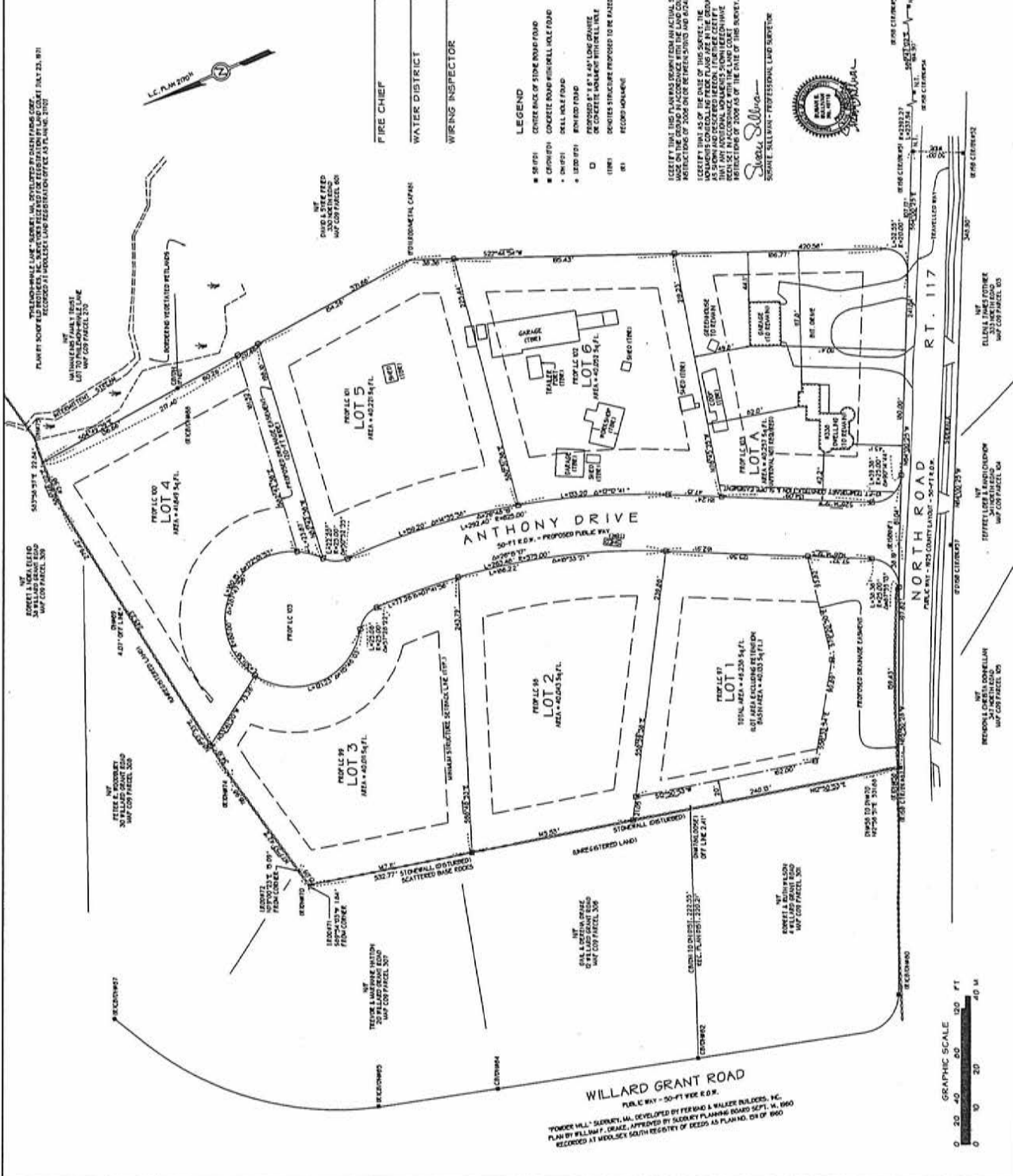


LEGEND

- 8" R/W CONCRETE SIDE WALK
- 4" R/W CONCRETE SIDE WALK
- 2" R/W SMALL WALK
- 1" R/W SIDE WALK
- PROPOSED 4" R/W SIDE WALK
- PROPOSED 6" R/W SIDE WALK
- PROPOSED 8" R/W SIDE WALK
- PROPOSED 10" R/W SIDE WALK
- PROPOSED 12" R/W SIDE WALK

LEGEND: THIS PLAN WAS SUBMITTED FOR REVIEW AND APPROVAL TO THE SUBURBY PLANNING BOARD ON OCTOBER 10, 2023. THE PLAN WAS APPROVED BY THE BOARD ON OCTOBER 10, 2023. THE PLAN WAS RECORDED AS A CORRECTED PLAN IN THE RECORDS OF THE TOWN OF SOUTH BURY ON NOVEMBER 1, 2023. THE PLAN IS SUBJECT TO THE TOWN OF SOUTH BURY'S SUBDIVISION CONTROL LAW AND THE TOWN OF SOUTH BURY'S ZONING BYLAWS. THE TOWN OF SOUTH BURY SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL UTILITIES PLACED IN THE PUBLIC RIGHT-OF-WAY.

REGISTERED PROFESSIONAL LAND SURVEYOR
SOUTH BURY, MASSACHUSETTS 01776



WILLARD GRANT ROAD
PUBLIC WAY - 50'-FT WIDE E.O.P.
TOWN OF SOUTH BURY, MASSACHUSETTS
DEVELOPED BY FERDINAND J. WALKER BUILDERS, INC.
PLAN BY WILLIAM F. ORR, APPROVED BY SUBURBY PLANNING BOARD SEPT. 14, 1960
RECORDED AT MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS AS PLAN NO. 2170

AGENDA REQUEST – Item #21
BOARD OF SELECTMEN

Requestor's Section

Item Name: Contract with Woodard & Curran – MS4 Permit Requirements

Date of request: June 30, 2014

Requestor: Maureen Valente, Town Manager

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

Vote to authorize the Town Manager to execute a \$12,000 contract with Woodard & Curran for engineering work associated with compliance of the Town's EPA MS4 Stormwater Permit, specifically to develop municipal facility and maintenance inventory standard operating procedures and training modules.

CONSENT CALENDAR

Financial impact expected: Funds are from FY14 Engineering Dept. budget. Anticipate carry forward into FY15.

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

Scope of Services and cover letter from attached

Recommendations/Suggested Motion/Vote:

Vote to authorize the Town Manager to execute a \$12,000 contract with Woodard & Curran for engineering work associated with compliance of the Town's EPA MS4 Stormwater Permit.

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

Maureen Valente

Selectmen's Office Section

Date of Selectmen's Meeting: 7/8/14

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 ()



Maureen G. Valente
Town Manager

Town of Sudbury

Office of the Town Manager
www.sudbury.ma.us

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
Fax: 978-443-0756

Email: townmanager@sudbury.ma.us

TO: Board of Selectmen
FROM: Maureen Valente, Town Manager
RE: Execution of Contract for Stormwater Services
DATE: June 30, 2014

Attached is a scope of services and contract from one of the Town's stormwater consultants, Woodard & Curran. Woodard & Curran have been working with Town staff (Planning, DPW and Conservation) on compliance requirements of the EPA MS4 Stormwater Permit over the last year. They have completed a thorough assessment of the Town's practices and procedures, and have issued recommendations for continued compliance. The total amount estimated to complete all the recommendations identified in the assessment is approximately \$125,000, and items have been rated high priority, medium priority and low priority. We have chosen one high priority item to be completed with FY14 funds from the Engineering Dept. expense line, which will be carried forward to FY15.

The scope of this contract is to develop standard operating procedures and training manuals for Pollution Prevention and Good Housekeeping (2 categories in the MS4 Permit) at all municipal facilities. These procedures and training manuals will be used primarily by DPW staff. The cost of this project is \$12,000.

This contract is part of our overall strategy to comply with the EPA MS4 Permit, including gaining a complete understanding of the Town's requirements under the Permit, to plan for the new permit which is anticipated to be issued sometime in 2014-2015, and to utilize available funds to complete specific tasks which are identified as highest priority.

I respectfully request your vote to approve my signing this contract. Please advise if you have any questions that I can answer at the Board meeting.

AGREEMENT FOR TECHNICAL SERVICES

The Town of Sudbury, acting by and through its Town Manager (the "Town") hereby agrees to pay for and Woodard and Curran (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)
 - XX a) For performance of the services described in the Attachment A, the Town shall pay the fixed sum of \$12,000. 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.
 - _____ 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 June 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
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, defend 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 arising out of the negligence or intentional wrongful act 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. CONTRACTOR INSURANCE The Contractor shall provide a certificate of professional liability coverage in the amount of one million dollars (\$1,000,000.00).
17. AMENDMENT OF AGREEMENT Any amendments to this agreement shall be in writing and signed by both parties.
18. 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

By _____

David White

DATE: _____

AGENDA REQUEST - Item #22

BOARD OF SELECTMEN

Requestor's Section:

Date of request: 7/2/14

Requestor: Facilities Director Jim Kelly

Action requested (Who, what, when, where and why): Approve purchase and installation of surveillance systems for the Flynn Building and Goodnow Library. State contract.

CONSENT CALENDAR

Financial impact expected: Budgeted

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

Recommendations/Suggested Motion/Vote: To approve contract by the Town Manager at the request of the Facilities Director with Lan-Tel Communications, Inc. for the purchase and installation of surveillance systems at the Flynn Building (\$26,784) and Goodnow Library (\$21,947).

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

Selectmen's Office Section:

Date of Selectmen's Meeting: 7/8/14

Board's action taken:

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

Future Agenda date (if applicable):

Town Counsel approval needed?

Yes ()

No ()



Town of Sudbury

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: June 30, 2014
To: Board of Selectmen
From: Maureen G. Valente, Town Manager
Subject: Security Surveillance contract award

Security is an ever important aspect for consideration in today's world. As part of an overall plan to increase and/or enhance security in town facilities substantial research has been done to determine the best direction to move in. To that end, the Facilities Department is installing video surveillance along with access control in the Flynn building; in addition video surveillance is being enhanced in the Goodnow Library while adding access control. Furthermore, the equipment being purchased with FY14 funds will provide a basis for doing the same at the proposed new police station. This results in savings in the future cost of the project.

The contractor is on the state bid list and has an excellent reputation in security measures. The current project will provide the head end equipment for moving forward incrementally as needs are identified.

The two buildings mentioned have particular concerns needing to be addressed. The Flynn Building hosts numerous meetings during off hours and the Collector/Treasurer's offices collect substantial funds for real estate and other taxes.

The additional security will provide investigatory benefits but most importantly we hope this is a proactive, preventive measure. This was demonstrated clearly during a theft from the library. Someone remained hidden in the building until all employees had left. The suspect(s) proceeded to gather a number of iPads while being undetected. As the suspect(s) departed the perimeter alarm was set off. Officers checked the perimeter to the extent feasible, with everything appearing in order. Not until staff returned for work was it discovered the iPads had been stolen. This very system would allow for real time viewing during a circumstance as such.

If you have further questions please feel free to contact either Jim Kelly or Scott Nix for further clarification. They will also be present during the meeting to answer questions.