

**SUDBURY BOARD OF SELECTMEN
TUESDAY FEBRUARY 24, 2015
7:30 PM, TOWN HALL - LOWER LEVEL**

Item #	Time	Action	Item
	7:30 PM		CALL TO ORDER
	7:30 PM		Opening remarks by Chairman
	7:35 PM		Reports from Town Manager
	7:40 PM		Reports from Selectmen
	7:50 PM		Citizen's comments on items not on agenda
PUBLIC HEARING			
1.	7:55 PM	<i>VOTE / SIGN</i>	Vote on whether to approve the application of Morrison Frost, LLC, d/b/a Duck Soup, 365 Boston Post Rd., Sudbury, for a Package Store License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.15, Louise A. Mawhinney, Manager.
2.	8:05 PM	<i>VOTE / SIGN</i>	Vote on whether to approve the application of Carlisle River, Inc, d/b/a Erica's Restaurant, 470 North Rd., Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Erica Cannarozzi, Manager.
TIMED ITEMS			
3.	8:15 PM	<i>VOTE</i>	Discuss the report of the Vocational Education Options Committee and possibly vote on next steps
4.	8:40 PM		Joint meeting with Finance Committee to discuss FY16 Budget and other issues
MISCELLANEOUS			
5.		<i>VOTE</i>	Question of voting to approve Interim Town Manager Contract
6.			Town Manager search discussion and review of draft Request for Proposals
7.		<i>VOTE</i>	Question of voting to send to Raytheon and their marketing company the joint recommendations of the Board of Selectmen and Planning Board regarding redevelopment of the property.
8.		<i>VOTE</i>	Vote to sign the 2015 Town Election Warrant which must be posted and in the hands of residents no later than Monday, March 16.

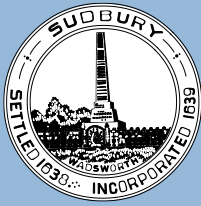
These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Item #	Time	Action	Item
9.			Discuss the possibility of a Special Town Meeting within Annual Town Meeting given the results of this weeks bond sale.
10.		<i>VOTE</i>	Town Meeting Action: Determine order of articles; designate articles for place on consent calendar; take positions on any articles
11.		<i>VOTE</i>	Discuss and vote on three year forward budget guidance
12.		<i>VOTE</i>	Question of voting to approve draft policy for accessing Town Counsel services
13.			Review and discuss a draft mission statement for Town Hall Blue Ribbon Committee
14.		<i>VOTE</i>	Question of approving the 2014 Annual Town Report draft narrative from the Board of Selectmen and Town Manager
15.		<i>VOTE</i>	Vote to approve the November 12, 2014 minutes to include edits provided by Selectman Simon
CONSENT CALENDAR			
16.		<i>VOTE</i>	Vote to approve the regular session minutes of 2/3/15
17.		<i>VOTE / SIGN</i>	Vote to approve the Conservation Restriction for Lot 7 Kato Drive from Defense Housing Trust to the Town of Sudbury acting by and through the Conservation Commission in accordance with MGL Chapter 40C, Section 8C and Chapter 184, Sections 31-33 restricting approximately 42,513 sq. ft. of a 60,680 sq. ft. parcel of land identified on the Town Assessor Maps as J10-0607.
18.		<i>VOTE / SIGN</i>	Vote to approve the Conservation Restriction for 941 Concord Road from Sanjiv Luthra and Nalini Luthra to the Town of Sudbury acting by and through the Conservation Commission in accordance with MGL Chapter 40C, Section 8C and Chapter 184, Sections 31-33 restricting approximately 1.04 acres of land identified on the Town Assessor Maps as E12-0102
19.		<i>VOTE</i>	Vote to accept the resignation of Gifford Perry, 27 Ames Road, from the Permanent Building Committee, and to thank him for his service to the Town.
20.		<i>VOTE</i>	Vote to accept the resignation of Stephen Garanin, 39 Griscom Road, from the Zoning Board of Appeals and Earth Removal Board, and to thank him for his service to the Town.
21.		<i>VOTE</i>	Vote to Grant a Special Permit to the Fieldhouse Sudbury, to Hold the "The Fieldhouse 5K/5 Mile" Walk/Run on Sunday, May 3, 2015, from 8:30 A.M. through approximately 10:00 A.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the race's conclusion.
22.		<i>VOTE</i>	Vote to grant a Special Permit to the National Multiple Sclerosis Society, to Hold the "Bike MS Minuteman Ride" on Saturday, July 18, 2015, from 9:00 A.M. through approximately 3:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the race's conclusion.

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.

Item #	Time	Action	Item
23.		<i>VOTE / SIGN</i>	Vote to grant a 1-day Wine & Malt license to William E. Kneeland, Jr, to accommodate a Knights of Columbus fundraiser on Saturday, March 14, 2015 from 6:00 PM to 11:00 PM at Our Lady of Fatima Parish Hall, 160 Concord Road, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.

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

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

PUBLIC HEARING**1: Duck Soup All Alcoholic Beverages Package Store License****REQUESTOR SECTION**

Date of request:

Requestor: Morrison Frost, LLC, d/b/a Duck Soup

Formal Title: Vote on whether to approve the application of Morrison Frost, LLC, d/b/a Duck Soup, 365 Boston Post Rd., Sudbury, for a Package Store License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.15, Louise A. Mawhinney, Manager.

Recommendations/Suggested Motion/Vote: Vote on whether to approve the application of Morrison Frost, LLC, d/b/a Duck Soup, 365 Boston Post Rd., Sudbury, for a Package Store License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.15, Louise A. Mawhinney, Manager.

Background Information:

Please see application attached.

Financial impact expected:\$2,250 Application Fee

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Lousie Mawhinney, Manager Duck Soup

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Sudbury

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

1. LICENSEE INFORMATION:

2015 FEB -3 A 10:06

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

MORRISON FROST LLC

B. Business Name (if different):

Duck Soup

C. Manager of Record:

LOUISE MAWHINNEY

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

E. Address of Licensed Premises:

365 BOSTON POST RD

City/Town:

SUDBURY

State:

MA

Zip:

01776

F. Business Phone:

978 443 3325

G. Cell Phone:

H. Email:

I. Website:

www.guachguachguach.com

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: LOUISE MAWHINNEY

ADDRESS: 22 FROST LANE

CITY/TOWN: Sudbury STATE: MA ZIP CODE: 01776

CONTACT PHONE NUMBER: [REDACTED] FAX NUMBER: [REDACTED]

EMAIL: [REDACTED]

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.

1,300 sq. ft. existing ~~low~~ single level retail store (MILLVILLE PLAZA) with walk-in cooler and storage in basement. The main entrance/exit is at the front of the store and one exit is at the rear.

Total Square Footage: 1,300 Number of Entrances: 2 Number of Exits: 2

Occupancy Number: N/A Seating Capacity: NONE

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? Please select FINAL 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: [REDACTED]

Landlord is a(n): Please Select TRUST Other: [REDACTED]

Name: MILL VILLAGE REALTY TRUST Phone: 617 969 6000

Address: C/O INTRAM CORP. 60 WELLS AVE SUITE 100 City/Town: NEWTON State: MA Zip: 02459

Initial Lease Term: Beginning Date 10/1/14 Ending Date 9/30/18

Renewal Term: 5 YEARS Options/Extensions at: 5 Years Each

Rent: \$26,000.04 Per Year Rent: \$2,166.67 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):

LLC

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

9/10/14

State of Incorporation/Organization:

MA

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
Louise A. Mawhinney	Owner	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
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	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?

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:	N/A
B. Purchase Price for Business Assets:	N/A
C. Costs of Renovations/Construction:	N/A
D. Initial Start-Up Costs:	N/A
E. Purchase Price for Inventory:	\$4,000
F. Other: (Specify)	
G: TOTAL COST	\$4,000
H. TOTAL CASH	\$4,000
I. TOTAL AMOUNT FINANCED	\$0

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):

Cash available in Company's bank account

*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

*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 ☒ No1. 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 ☒ No1. If yes, to whom: 2. Number of Shares: C.) Is the applicant pledging the inventory? ☐ Yes ☒ NoIf 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
21. ANTICIPATED OPENING DATE:

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

APPLICANT'S STATEMENT

I, Louise A. Mawhinney the ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member

of Morrison Frost LLC, hereby submit this application for NEW LICENSE (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:

1/29/15

Title:

Owner and Manager of Record



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Federal Employer Identification Number: 001146473 (must be 9 digits)

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

2a. Location of its principal office:

No. and Street: 22 FROST LANE
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 22 FROST LANE
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

RETAIL STORE SELLING SPECIALTY AND GOURMET FOODS, HOUSEWARES AND KITCHEN WARE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: LOUISE A. MAWHINNEY
 No. and Street: 22 FROST LANE
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	LOUISE ALEXANDRA MAWHINNEY	22 FROST LANE SUDBURY, MA 01776 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	LOUISE ALEXANDRA MAWHINNEY	22 FROST LANE SUDBURY, MA 01776 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of September, 2014,

LOUISE A. MAWHINNEY

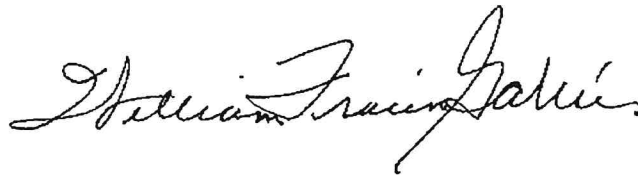
(The certificate must be signed by the person forming the LLC.)

MA SOC Filing Number: 201495694150 Date: 9/10/2014 8:47:00 AM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

September 10, 2014 08:47 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LEASEREFERENCE DATA PAGES

In this Lease the following terms shall have the meanings set forth below:

EXECUTION DATE: September 30, 2014

LANDLORD: Old World Realty Corp., Trustee of Mill Village Realty Trust under Declaration of Trust filed with the Middlesex County Registry of Deeds and the Middlesex County Registry District of the Land Court.

LANDLORD'S INITIAL ADDRESS FOR PAYMENT: Old World Realty Corp., Trustee
Mill Village Realty Trust
c/o Intrum Corp.
60 Wells Avenue, Suite 100
Newton, MA 02459

TENANT: Morrison Frost LLC

TENANT'S PRESENT ADDRESS: 22 Frost Lane
Sudbury, MA 01776

PROPERTY: The land with the on-site parking, buildings and improvements now and hereafter situated thereon owned by Landlord known as Mill Village, located generally at 365 Boston Post Road (Route 20), Sudbury, Massachusetts.

BUILDING: Building A at the Property located as shown on Exhibit A-1 to this Lease.

PREMISES: The portion of the first floor of the Building depicted as Suite No. 106, plus the portions of basement spaces 006 and 004 all as shown on Exhibit A hereto annexed. For the purpose of determining Premises Rentable Area, Yearly Fixed Rent, and Tenant's Pro Rata Share, the basement spaces are not included.

PREMISES RENTABLE AREA: The approximately 1,300 rentable square feet within the Premises.

PERMITTED USE: As a retail store operating under the name Duck Soup and selling high quality, gourmet specialty foods and beverages, housewares, kitchenwares and related items only as permitted by local zoning. In no event shall there be cooking from the Premises (occasional product demonstrations excluded).

TERM COMMENCEMENT
DATE:

October 1, 2014. The Term Commencement Date is subject to Landlord entering into an early termination agreement with the tenant currently occupying the Premises ("**Current Tenant**"), and shall be delayed day for day until Landlord enters into such agreement with the current Tenant if after October 1, 2014. The parties acknowledge that Tenant is purchasing the Current Tenant's business including without limitation the Current Tenant's fixtures, furnishings, equipment and inventory located within the Premises pursuant to a separate agreement between Tenant and Current Tenant, and that Landlord has no involvement with that transaction

EXPIRATION DATE:

Forty-eight (48) months (plus a portion of a month if the term commences other than on the first day of a calendar month so that the term ends on the last day of a calendar month) after the Term Commencement Date (the "**Initial Term**"); provided, however, if the Initial Term is extended as hereafter set forth, the Expiration Date shall be at 5:00 p.m. on the last day of the Extension Term.

YEARLY FIXED RENT
AND MONTHLY PAYMENT:

<u>PERIOD</u>	<u>YEARLY FIXED RENT</u>	<u>MONTHLY PAYMENT</u>
Lease Year 1	\$26,000.04	\$2,166.67
Lease Year 2	\$27,300.00	\$2,275.00
Lease Year 3	\$28,599.96	\$2,383.33
Lease Year 4	\$29,900.04	\$2,491.67

Yearly Fixed Rent shall be payable monthly in advance in equal monthly installments ("**Monthly Payment**") as set forth above, on the first day of each month beginning on the Term Commencement Date. As used in this Lease, the term "**Lease Year**" shall mean the following: Lease Year 1 shall commence on the Term Commencement Date and shall end on the last day of the month that is twelve (12) months after the Term Commencement Date; Lease Year 2 shall commence on the day after the end of Lease Year 1 and continue for a consecutive twelve month period; and each Lease Year thereafter shall be a sequential, consecutive twelve (12) month period.

PRO RATA SHARE:

The percentage that the Premises Rentable Area bears to the rentable area at the Property held for rental by Landlord. The Pro Rata share shall be determined by a fraction, the numerator of which shall be the Premises Rentable Area and the denominator of which shall be the total rentable area of all of the buildings at the Property (the "**Building Rentable Area**"). The present Building Rentable Area is 53,413 square feet; therefore, the Pro Rata Share applicable to the Premises is 2.43%.

SECURITY DEPOSIT:

\$2,500.00 due upon Tenant signing this Lease.

EXTENSION TERM:

Provided Landlord has received written notice of Tenant's intent to extend no later than six (6) months prior to the end of Initial Term, Tenant may extend the Lease for one (1), five (5) year period commencing immediately after the Initial Term. Tenant's right to extend shall be subject to the provisions set forth in Section 23 of this Lease.

EXTENSION TERM
YEARLY FIXED RENT:

Yearly Fixed Rent during the Extension Term shall be at "**Market Rent**" as set forth in Exhibit D entitled Extension Term Yearly Fixed Rent attached hereto.

BROKER:

None.

EXHIBITS:

Rider:

Included X Not included

Exhibit A:

The Premises

Exhibit A-1:

The Building

Exhibit B:

Landlord's Work

Exhibit C:

Tenant's Work

Exhibit D:

Extension Term Yearly Fixed Rent

Guaranty:

Included X Not included

[SIGNATURE PAGE FOLLOWS]

This Lease including, any attached Exhibit(s) and Rider, is signed as of the Execution Date as an instrument under seal.


LANDLORD:

MILL VILLAGE REALTY TRUST
By: OLD WORLD REALTY CORP.,
Trustee (and not for itself)

By: 
Randy A. Goldberg, Executive Vice President

TENANT:

Morrison Frost LLC

By: 
Louise A. Mawhinney, Manager

LEASE TEXT1. The Premises and Common Areas and Facilities.

Landlord hereby leases the Premises to Tenant. To the extent applicable, Landlord excepts and reserves from the Premises for the benefit of Landlord and its other tenants the shaftways and other common elements serving other parts of the Building or the Property, as well as the right to maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures located in or at the Premises and serving other parts of the Building or the Property. Unless subsequently altered by written notice to Tenant caused by a change in the Building Rentable Area, the Premises Rentable Area shall be as indicated on the Reference Data Pages. To the extent the Premises is benefited by interior common areas in the Building, the Premises Rentable Area may include an allocation of Building common area. Premises Rentable Area data is included only for the purpose of determining Pro Rata Share and not Yearly Fixed Rent. Landlord reserves the right to renovate and redecorate the Building exterior, lobby and common areas and to build upon the Property additional common areas and expand the Building provided Landlord takes reasonable action to reduce the impact thereof during construction and, upon completion, any such action does not curtail in any material adverse manner Tenant's ability to conduct its business at the Premises. Tenant shall be entitled to use, in common with Landlord and other tenants at the Property and their employees and patrons, the parking areas at the Property for the transient, not overnight, parking of automobiles. Landlord reserves the right to designate and locate separate tenant, patron, visitor and handicapped parking at the Property.

2. Term.

Unless sooner terminated as provided herein, the term of this Lease shall commence on the Term Commencement Date and terminate on the Expiration Date (the "Term" and/or "Lease Term"). If an Extension Term is set forth in the Reference Data Pages, the Term shall include the Extension Term if the Term is extended.

3. Yearly Fixed Rent.

Tenant shall pay the Yearly Fixed Rent as set forth in the Reference Data Pages by Monthly Payments, in advance, without setoff, offset or deduction, on the first day of each month. All rent and other payments shall be made to Landlord at Landlord's Initial Address for Payment or at such other location and to such person that Landlord shall designate from time to time in writing. If the Term Commencement Date occurs on a day other than the first day of a month, the Monthly Payment and Additional Rent shall be appropriately pro rated for that month.

4. Security Deposit.

If a Security Deposit is required on the Reference Data Pages of this Lease, upon signing this Lease Tenant shall pay Landlord the Security Deposit which shall be held by Landlord as security for Tenant's performance under this Lease. The Security Deposit shall be refunded to Tenant, without interest, within thirty (30) days after the termination of this Lease subject to Tenant's satisfactory compliance with the conditions of this Lease and subject to deduction for payment of Tenant obligations not then fulfilled by Tenant. During the Term, Landlord shall have the right to use all or any portion of the Security Deposit to pay or perform any obligations of Tenant which Tenant fails to pay or perform within the time periods required herein, and any amount so used by Landlord shall be replenished by Tenant upon seven (7) days notice to Tenant. Tenant may not use the Security Deposit to pay any of Tenant's payment obligations, and Tenant shall not have the right to mortgage, transfer, assign or encumber the Security Deposit.

5. Additional Rent.

- A. Tenant shall pay as Additional Rent: (i) one hundred (100%) percent of any Operating Costs, as hereafter defined, attributable solely to the Premises, plus (ii) Tenant's Pro Rata Share of the Property Operating Costs determined by multiplying Tenant's Pro Rata Share times the Property Operating Costs. The term Property Operating Costs is defined as Landlord's annual cost incurred to operate the Property, including (a) on-site personnel costs incurred in the operation of the Property; (b) utility costs serving common areas of the Building and Property; (c) costs of insurance carried by Landlord relating to the Property, including, without limitation, fire, casualty, liability and other insurance coverage's as Landlord reasonably determines to obtain; (d) costs for cleaning and janitorial services for common areas; (e) costs of repair, replacement and other work relating to the maintenance, repair and improvements to the Building, the Property and the parking lot(s), and including common facilities serving the Building and the Property; (f) costs to maintain and repair the parking lot and septic systems at the Property; (g) cost of snow plowing, snow removal, sanding and landscaping; and (h) costs of all service contracts, management fees and other expenses relating to the Property incurred by Landlord. With respect to the Property Operating Costs, Landlord agrees as follows: all included expenses shall be at Landlord's direct cost, without markup; to the extent Landlord's personnel costs are included, they shall be pro-rated for that portion of time actually committed to the Property and its operations; management fees shall exclude accounting costs and be compensation for supervisory services calculated at generally accepted commercial rates; costs for structural work and to replace major equipment, as distinguished from customary maintenance and repairs, shall be amortized such that the annual cost thereof does not exceed a total of \$25,000.00; costs recovered in full from one or more tenants other than Tenant shall not be included; costs to renovate interior space for tenants shall not be included; work and repairs compensable as an insured casualty loss under Landlord's insurance then in force shall not be included; and costs to enforce Landlord's rights and remedies against other tenants shall not be included. Landlord agrees to keep books and records showing Property Operating Costs in accordance with generally accepted accounting practice and upon reasonable request to allow Tenant to examine the same, provided, however, in no event shall such review be done by any party who is compensated by Tenant on a contingency fee basis.
- B. Tenant shall pay Landlord, as Additional Rent, Tenant's Pro Rata Share of real estate taxes assessed with respect to the Property, except that Tenant shall pay one hundred (100%) percent of any real estate taxes attributable to alterations or improvements made by or for Tenant to the Premises, the Building or the Property. Invoices for Additional Rent under this Section shall include copies of the applicable real estate tax bills. If a real estate tax abatement is obtained by Landlord, Landlord shall remit to Tenant its Pro Rata Share thereof after deducting its costs to obtain the abatement.
- C. If, as and when requested by Landlord and with each Monthly Payment, Tenant shall make such payments in advance as Landlord shall reasonably request to be sufficient to pay, when due, all Additional Rent required by Sections 5.A. and 5.B. hereof. Following the end of each calendar year during the Term, Landlord shall deliver to Tenant a statement of the amount of the Property Operating Costs for such calendar year and Tenant's Share thereof, pro rated with respect to any partial calendar year included in the Term. Tenant shall pay Landlord within ten (10) days after the date Landlord invoices Tenant therefor, Additional Rent due from Tenant under Sections 5.A. and 5.B. above less any amounts previously paid by Tenant for that period. Any overpayment by Tenant shall be applied to Additional Rent next payable or, after this Lease terminates, shall be reimbursed to Tenant.
- D. This is a so-called Triple Net Lease, and accordingly, except as expressly otherwise excluded under Section 5.A. above, all charges, assessments and impositions made upon the Premises, the Building and the Property, and all costs, expenses and other obligations paid or incurred by Landlord in insuring, maintaining and repairing the Premises, the Building and the Property in the ordinary course of operating the Premises as a commercial property, shall

be included in determining Property Operating Costs for which Tenant is obligated to pay its Pro Rata Share.

- E. Any payments of Yearly Fixed Rent, Additional Rent and any other sums due under this Lease not paid within ten (10) days of the date first due shall bear interest at the rate of one and one-quarter (1¼%) percent per month, or at the lesser maximum lawfully permissible rate, from the date first due until paid in good and collected funds. The sending of invoices to Tenant on one or more occasions shall not require Landlord to continue that practice applicable to Yearly Fixed Rent or on account monthly installments of Additional Rent.

6. Utilities.

Tenant shall pay, as they become due, all bills for electricity, fuel and all other utilities (whether used for heat, air conditioning, electric or water) that are furnished to the Premises and are separately metered on the Term Commencement Date, or, to the extent not separately metered, a portion of bills for fuel costs, utilities and to maintain, repair and replace (as necessary) those services and systems serving the Premises determined on a rentable square foot basis. To the extent any of the above facilities or services are provided via systems solely serving the Premises, Tenant shall be responsible at Tenant's cost, to maintain, repair and replace (as necessary) those services and facilities to keep them in good and first class working condition. For any equipment that solely services the Premises, including, without limitation, heating, ventilation and air conditioning equipment, Tenant shall maintain service contracts with contractors approved in writing in advance by Landlord and use such equipment pursuant to each instruction manual or, if no manual, in a commercially reasonable manner. Landlord shall have no obligation to provide utilities or equipment other than via utilities and facilities supplied either by the municipality in which the Property is located or by local electric service, gas and water providers (or appropriate replacement suppliers), and utilizing equipment within the Premises as of the Term Commencement Date, as may in the ordinary course be modified or replaced by the indicated providers, Landlord or Tenant, as applicable. In the event Tenant requires additional utilities or equipment to supply utilities, the installation and maintenance thereof shall be Tenant's sole obligation, which installation shall be subject to the written consent of Landlord, which consent shall not be unreasonably withheld.

7. Use of Leased Premises.

Tenant shall use the Premises only for the Permitted Use and for no other purpose or use. Tenant acknowledges that Landlord's reasonable control of uses under leases and tenancies at the Property is important to maintain the professional quality and attraction of the Property to existing, future and potential tenants.

8. Compliance with Laws.

Tenant agrees that no trade or occupation shall be conducted at the Premises or use made thereof which may be unlawful, improper, noisy or offensive to other tenants and their patrons, or contrary to municipal by-law or ordinance, or may unduly tax the capacity of the Building structure or systems. Tenant shall comply with all state, federal and municipal laws, including, without limitation, all building, zoning, health, fire and safety ordinances, by-laws, codes, rules and regulations applicable to the Premises and the operation of Tenant's business at the Premises (collectively "**Applicable Laws**"). Tenant shall, at Tenant's sole cost and expense, obtain and maintain in full force and effect during the Term, all licenses, permits and other authorizations required under Applicable Laws to enable Tenant to operate at the Premises for the Permitted Use.

9. Insurance.

Tenant shall not permit any use of the Premises which will make voidable any insurance on the Building, the Property or on the contents of the Building, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. Tenant shall on demand reimburse Landlord for any and

all additional insurance costs caused by the Permitted Use or any other Tenant's use of the Premises.

10. Maintenance.

- A. Tenant's Obligations. Except to the extent required to be performed by Landlord by Section 10.B. below, Tenant shall be responsible at its cost to keep clean and maintain the Premises interior and all systems installed by Tenant and fixtures serving only the Premises in good condition, damage by insured casualty only excepted, and whenever necessary, to replace Premises glass damaged by Tenant or damaged on account of Tenant's use. Tenant acknowledges by taking occupancy of the Premises that on the Term Commencement Date the Premises are then in good order and the glass whole. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall not erect any sign on the Building or otherwise at the Property (including interior signage visible from outside the Premises) except in accordance with section 25 of this Lease. Tenant shall use and conduct Tenant's business at the Premises in such a manner as to assure that no water, noise, fumes, odor or any other condition escapes or is emitted from the Premises that is reasonably asserted to be objectionable by Landlord or other tenants, or which interferes with or in any manner causes damage to or upon the Property or any abutting tenant space or common area. The cost to repair damage caused by Tenant, Tenant's employees or contractors or its patrons to other tenant property, the Building and the Property shall be borne by Tenant.
- B. Landlord's Obligations. Except for repairs caused by Tenant's misuse (including for this purpose misuse of Tenant's employees, contractors and patrons) and except for repairs otherwise required by this Lease to be paid and/or performed by Tenant, Landlord agrees to maintain the structure and roof of the Building together with common areas and facilities and facilities serving the Building generally to the point of entry to the Premises in reasonably good and serviceable condition, more specifically in the same condition as they are in at the Term Commencement Date or as they may be put during the Term, reasonable wear and tear, damage by fire and other casualty excepted. The removal of snow and ice from the sidewalks bordering upon the Premises and from the parking areas at the Property shall be Landlord's responsibility, except from municipally-owned sidewalks and ways. Landlord shall be given reasonable additional time to perform its agreements under this Lease to the extent third parties contracted for in good faith delay or fail to perform. In no event shall Landlord be required to spend in connection with its repair of insured casualty losses or restoration of eminent domain takings more than the amount of insurance proceeds or taking awards actually received. Landlord shall not be required to restore or replace any alterations which Tenant is, by the terms of this Lease, either entitled to, or required to, remove upon expiration or early termination of this Lease, and in no event shall Landlord be required to restore or replace any of Tenant's fixtures or personal property. Landlord shall not be liable for any inconvenience or annoyance to Tenant for injury to the business of Tenant resulting in any way from a taking, fire damage or casualty or occasioned by the repair thereof.

11. Alterations-Additions.

Tenant shall not make any structural alterations or additions to the Premises, but may make non-structural alterations provided plans therefor prepared and stamped by a licensed architect and/or applicable engineer shall be submitted to Landlord and Landlord consents thereto in writing, which consent for alterations shall not be unreasonably withheld or delayed provided such proposed alterations or additions do not affect the mechanical systems of the Building, or any other tenant space, or the exterior of the Building, or detract from the continuing utility and structural integrity of the Building or the Property, and otherwise comply with the terms hereof. All permitted alterations and additions shall be at Tenant's sole expense, shall comply with all Applicable Laws, and shall be performed in a good and workmanlike manner, using new and first class materials and supplies. Once commenced, all alterations and additions shall be diligently pursued to completion, and shall be completed in a manner so as to avoid jurisdictional and labor disputes. Tenant shall not permit any

mechanic's or similar lien to be placed upon the Premises or the Property for labor or materials furnished to Tenant or claiming to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and Tenant shall cause any such lien to be released of record within seven (7) days without cost to Landlord. All fixtures, alterations and improvements made by Tenant to or at the Premises shall become the property of Landlord at the termination of Tenant's occupancy or, if requested by Landlord, shall be removed by Tenant at Tenant's cost and the Premises restored at the end of Tenant's occupancy. Tenant shall indemnify Landlord and hold it harmless for all loss, cost, damage and expense, including without limitation, attorneys' fees incurred by Landlord resulting from or relating to Tenant's alterations and additions.

12. Assignment-Subleasing.

Tenant shall not assign, sublet or otherwise license the whole or any part or use of the Premises nor otherwise permit the use or occupancy of all or any of the Premises by other than the Tenant signing this Lease without Landlord's prior written consent, which consent shall be determined consistent with the Permitted Use and based upon Landlord's determination of the business plan, adequacy of financial condition and clear business history of the proposed assignee, sublessee, licensee or user. In the event of a proposed assignment, sublease or license, financial statements, supporting data and credit references of the proposed assignee sublessee or licensee and its majority principals as requested by Landlord (including authority to conduct a credit check) shall be delivered to Landlord, and Landlord may withhold its consent for reasonable cause or if the proposed assignee's creditworthiness, financial condition or business history is not reasonably satisfactory to Landlord. In all events, Tenant shall remain liable to Landlord for the payment of all rent and for the full performance of all agreements, covenants and conditions of this Lease required of Tenant, and any assignee shall assume all of Tenant's obligations under this Lease by execution of an assumption agreement in form acceptable to Landlord in its sole discretion, or at Landlord's option, the assignee shall be deemed to have assumed the Tenant's obligations under the Lease automatically, without additional writing, with the effect that the originally named Tenant and any assignee shall be jointly and severally liable for Tenant's obligations under the Lease. Transfer of more than 49% of the ownership or control of Tenant's business shall constitute an assignment. No assignment or subleasing shall be permitted unless the rent and other sums to be paid by the proposed assignee or sublessee is at least equal to the Yearly Fixed Rent and Additional Rent and other sums payable by Tenant to Landlord hereunder. In the event of an assignment or subleasing, any rent and other compensation collectible by Tenant exceeding Yearly Fixed Rent and Additional Rent due from Tenant under this Lease shall be remitted to Landlord as Additional Rent as and when first received by Tenant; and, to the extent a sublease is for less than all the Premises, then the foregoing determination shall be based on a proportional square foot calculation by Landlord. Tenant shall not solicit nor accept any occupant in the Building or their affiliates for the letting of all or any portion of the Premises as a sublessee, assignee or otherwise. No request for transfer, assignment or sublease will be considered unless written assurances reasonably satisfactory to Landlord are received to assure Landlord that it will be reimbursed its reasonable third party costs incurred in connection with the processing of Tenant's request, including reasonable legal fees, whether or not consent is ultimately forthcoming.

13. Subordination.

This Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust, ground lease and other instruments in the nature of a mortgage or ground lease now or at any time hereafter a lien on the Property without requiring any writing by Tenant. Tenant shall, when requested, promptly (within seven (7) days) execute and deliver such written instruments as may be requested by Landlord to confirm the subordination of this Lease to mortgages, deeds of trust, ground lease or other instruments in the nature thereof. Should Tenant fail to execute, acknowledge and deliver such instruments within seven (7) days after Landlord's written request, Tenant hereby appoints Landlord and its successors and assigns, as Tenant's irrevocable attorney-in-fact to execute, acknowledge and deliver any such instrument for and on behalf of Tenant. The foregoing subordination is expressly conditioned upon Tenant reserving the right to continued occupancy of the Premises in accordance with the terms of this Lease for so long as Tenant is not in Default

hereunder, as that term is defined in Paragraph 18 below, notwithstanding any mortgage foreclosure or termination of ground lease.

Tenant agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person, succeeding to the interest of Landlord in respect of the Premises is contained upon any foreclosure of any mortgage or deed of trust upon the Property or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage or deed of trust on the condition that such successor in interest does not disturb any of the rights of the Tenant under this Lease, so long as Tenant is not in Default hereunder.

14. Landlord's Access.

Landlord and its agents may, at reasonable times, enter the Premises to (i) view the Premises and remove placards and signs materially visible from outside the Premises not approved by Landlord, (ii) make repairs and alterations as Landlord reasonably determines, perform obligations of Tenant which Tenant has failed to timely perform, and take any other action required or permitted hereunder, (iii) show the Premises to its lender(s), insurers and others, and (iv) at any time within nine (9) months before the expiration of the Term, show the Premises to tenant prospects and affix to any suitable part of the Premises a notice for letting the Premises, and keep the same so affixed without hindrance or molestation. Tenant shall give Landlord keys or other lock access to the Premises to be used only for emergency purposes. Tenant shall not add to, or change any Premises locks without obtaining Landlord's prior written consent and giving Landlord keys thereto. Landlord's access to the Premises for the purposes referenced in clause (i) above and for routine maintenance shall minimize interference with Tenant's business, and when possible be upon prior notice to Tenant, and if notice is not reasonably able to be given in advance, notice shall promptly be given to Tenant after Landlord's entry in an emergency.

15. Indemnification and Liability.

Tenant shall save Landlord harmless and indemnified from any nuisance made or suffered on or from the Premises unless such loss is caused by the gross negligence of Landlord. Landlord shall not be liable to Tenant, Tenant's employees, patrons or guests, or any other parties for damage to Tenant's equipment, fixtures, inventory or other assets or goodwill or for any other consequence resulting or caused by Landlord's failure to perform any of its obligations under this Lease unless such failure is caused by Landlord's willful neglect or actions taken by Landlord in bad faith. In no event shall Landlord be liable for any indirect or consequential damages. Landlord's responsibility and liability with respect to services to be performed under this Lease by Landlord shall be limited to costs of repair and labor to effect repair and/or performance. Performance by Landlord hereunder shall be excused or delayed by causes beyond Landlord's reasonable control which shall include, without limitation (a) Acts of God, (b) Tenant actions, (c) failure of parties with whom Landlord has contracted, (d) inability to obtain supplies, materials or labor, (e) interruption of utilities services, and (f) the like.

Landlord and Tenant release each other from any claims and demands of whatever nature for damage, loss or injury to the Property or to the other's property in, on or about the Premises and the Property that are caused by or result from risks or perils insured against under any property insurance policies required by the Lease to be maintained insuring Landlord at the time of any such damage, loss or injury. If required by the terms of their respective insurance policy(ies), Landlord and Tenant shall cause their insurers to waive any right of recovery by way of subrogation against either Landlord or Tenant in connection with any property damage covered by any such policies. Provided, however, the foregoing shall not be construed to release or alter Tenant's agreements and obligations required by any other paragraph of this Lease to be performed and/or undertaken by Tenant.

16. Tenant's Liability Insurance.

Tenant shall insure its own leasehold improvements, equipment and other assets within the Premises and Landlord shall have no responsibility for loss or damage thereto. Tenant shall maintain with respect to the Premises and the Property commercial general liability insurance naming Landlord as

additional insured, at least in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage liability written with a Best's A-1 rating or better. Tenant shall deposit with Landlord certificates for such insurance at or prior to the Term Commencement Date, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance coverages shall not be canceled without at least twenty (20) days prior written notice to Landlord. If Tenant fails to deliver evidence of the required insurance coverages continuing during the term of this Lease, Landlord may at its election, obtain coverage on behalf of Tenant and Tenant shall promptly reimburse Landlord therefor. To the extent Tenant's use of the Premises is such that Landlord may reasonably incur greater risk of liability, Landlord may require an increase to Tenant's liability coverage.

17. Fire Casualty-Eminent Domain.

In the event a substantial portion of the Building is damaged by fire or other casualty or is taken by eminent domain, Landlord may at any time thereafter elect to terminate this Lease. When such fire, casualty or taking renders the Premises substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be thereupon made, and Tenant may elect to terminate this Lease if (a) Landlord fails to give written notice within forty-five (45) days of its intention to restore the Premises, substantially to their prior condition, or (b) Landlord fails to restore the Premises to a condition substantially suitable for their intended use by Tenant within nine (9) months after such fire, casualty or taking.

Landlord reserves, and Tenant grants to Landlord, all rights Tenant may have for damages or injury to the Premises on account of any taking by eminent domain except for damage to Tenant's fixtures, personal property, or equipment and compensation for Tenant's relocation costs obtained by separate award to Tenant.

18. Default.

Each of the following shall be a "Default" or an "Event of Default" by Tenant under this Lease:

- (a) (i) Failure of Tenant to pay when due any installment of Yearly Fixed Rent, Additional Rent or any other sum payable by Tenant under this Lease unless that failure is cured by Tenant within ten (10) days after written notice, but Tenant shall be in Default and not be entitled to written notice of failure to pay nor have any grace period or right to cure for failure to timely pay occurring more than twice in any consecutive twelve (12) month period; or (ii) failure of Tenant to comply with the insurance requirements of this Lease; or (iii) failure of Tenant to timely comply with the estoppel requirements of this Lease; or
- (b) Failure of Tenant to observe or perform any other of Tenant's covenants, agreements, or obligations required by this Lease unless that failure is corrected or fully cured by Tenant within fifteen (15) days after written notice, provided however, that if such default is not reasonably capable of cure within such fifteen (15) days, then Tenant shall have an additional period of time, not to exceed thirty (30) days in the aggregate, to cure such default, so long as Tenant has commenced the cure and is then diligently pursuing such cure to completion. Notwithstanding the foregoing, there shall be no notice or grace period required or entitled for failures which are willful by Tenant or for the same failure which occurs more than once in a consecutive twelve (12) month period; or
- (c) If Tenant or any guarantor of Tenant's agreements hereunder shall file a petition under any bankruptcy; insolvency or similar law, or if Tenant or any guarantor is declared bankrupt or insolvent according to law, or if any assignment shall be made of any of Tenant's assets for the benefit of creditors.

Upon the occurrence of an Event of Default by Tenant, Landlord shall have the right, but not the obligation, to then immediately re-enter and take complete possession of the Premises and declare the Term ended and remove Tenant's effects, in all cases without prejudice to any other remedies

Landlord may thereafter assert to enforce its rights hereunder. Tenant shall indemnify Landlord against all loss of rent and other payments which Landlord may incur by reason of such termination during the period which, but for that termination, would have been the remainder of the Term. If Tenant shall Default, Landlord, without being under any obligation to do so and without thereby waiving the Default, may remedy that Default for the account and at the expense of Tenant, however, that remedy shall not be construed as a cure by Tenant. If Landlord makes any expenditure or incurs any obligation for the payment of money in connection with this Lease including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding applicable to Tenant's use of the Premises or applicable to any Tenant obligation under this Lease, such sums paid or incurred together with interest thereon at the rate of one percent (1%) percent per month, shall be paid to Landlord by Tenant as Additional Rent within ten (10) days after demand therefor. Tenant shall pay all Landlord's costs, including reasonable attorney's fees, in enforcing, defending and/or interpreting Landlord's rights hereunder, within ten (10) days after demand therefor.

In addition to the foregoing, in the event of a Default by Tenant resulting in Landlord's termination of this Lease, the following shall apply: (x) upon Default and termination of the Lease, Tenant shall pay Landlord the following sums: (i) within seven (7) days after being invoiced therefor, the total of all amounts then due from Tenant under this Lease, and (ii) within twenty-one (21) days after being invoiced therefor, the total of Yearly Fixed Rent and Landlord's estimate of Additional Rent and other charges which may become due under this Lease through the end of the period which, but for the termination would have been the remainder of the Term, plus interest through the date of payment of these amounts and costs of collection, present valued using an eight (8%) percent annual discount factor for sums paid in advance; and (y) provided Tenant timely otherwise pays and performs its obligations under this Lease including, without limitation, under clause (x) immediately above, rent Landlord collects for the Premises from a replacement tenant for the balance of the period which, but for the termination would have been the remainder of the Term, after deducting all leasing costs, brokerage commissions and improvement costs incurred by Landlord for the replacement lease, shall be remitted to Tenant if, as and when received by Landlord, up to but not exceeding, the amount paid by Tenant under clause (x) above. Landlord may re-let the Premises or any part thereof on terms satisfactory to Landlord in its sole discretion, provided, however, the failure or refusal of Landlord to re-let the Premises or any portion thereof shall not release or affect Tenant's liability for damages as set forth herein, provided that Landlord does not act in bad faith.

19. Notices.

Notices from Landlord to Tenant under this Lease shall be deemed duly served if left at the Premises. Otherwise, notices hereunder shall be deemed duly given from and after such time as (i) deposited with the U.S. Mails, for delivery via registered or certified mail, return receipt requested, postage prepaid, (ii) deposited for overnight delivery with a national courier with delivery tracking service such as FedEx, or (iii) by in-hand delivery to Tenant or Landlord at his/their/its Initial Address on the Reference Data Pages hereof, or at such replacement address as may from time to time be given in writing.

20. Surrender.

At the expiration or other termination of this Lease, Tenant shall (i) remove all Tenant's goods and effects, but including only those fixtures, furnishings and articles of personal property which are not any part of the heating, ventilation, air conditioning, electric or plumbing systems not approved in advance or designated by Landlord for removal from the Premises, (ii) at Landlord's election, remove Landlord-designated articles and fixtures added to the Premises by or on behalf of Tenant, (iii) at Landlord's election, remove all pipes, wires, ductwork and similar systems serving solely the Premises and used specifically in connection with the Permitted Use of the Premises as designated by Landlord, (iv) repair all damage to the Premises caused by the removal of any of the foregoing, and (v) at Landlord's option, restore the Premises to the condition existing prior to the Premises being built out for Tenant's Permitted Use. Notwithstanding the foregoing, Tenant shall not be required to make any structural changes to the Building to accomplish the foregoing unless the same has been made by Tenant or on behalf of Tenant. Title to all fixtures and additions required by this Lease to

remain at the Premises at the end of the Term shall vest in Landlord free from any claim by Tenant or any party claiming through Tenant. At termination of this Lease, Tenant shall deliver to Landlord full possession of the Premises and all keys and locks thereto in good condition, reasonable wear and damage by fire or other insured casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, same shall be considered to have been abandoned by Tenant (and its subtenants), and Landlord is hereby authorized, without liability to Tenant for loss or wear and damage thereto, and at the sole risk of Tenant, to (a) remove and store any of that property at Tenant's expense, or (b) retain Tenant's property under Landlord's control, or (c) without further accounting to Tenant, sell at public or private sale, without notice, any or all of Tenant's property not so removed and to apply the net proceeds of such sale to the payment of any sum due from Tenant hereunder, or (d) at Tenant's expense, to remove, discard or destroy such property.

21. Brokerage.

If a Broker is listed and identified in the Reference Data Pages of this Lease, Tenant represents that Tenant was not shown the Premises nor has Tenant entered this Lease on account of the efforts of any party who may claim a commission or payment therefor other than the Broker, and if any party other than the Broker claims the right to be paid a commission or other payment on account of that party having introduced Tenant to the Premises, Tenant shall promptly pay same. Landlord shall pay a brokerage commission to the Broker identified herein in accordance with a separate agreement between Landlord and Broker.

22. Landlord Improvements-Condition of Premises.

Tenant acknowledges that it is leasing the Premises in its "AS-IS" condition, or if applicable, as improved only by and with the improvements listed on Exhibit B hereto annexed as "**Landlord's Work.**" Any additions or improvements required to the Premises on account of Tenant's particular business or operating requirements shall be provided, paid for and maintained by Tenant.

23. Extension.

If an Extension Term is included on the Reference Data Pages of this Lease, Tenant (the original Tenant signatory hereto only for its own use) shall have the right to extend the Term to include the Extension Term by giving written notice to Landlord of its intent to extend as set forth on the Reference Data Pages hereof. Yearly Fixed Rent for the Extension Term shall be the Extension Term Yearly Fixed Rent for each twelve (12) month period of the Extension Term, with monthly payments equal to one-twelfth of the Extension Term Yearly Fixed Rent. Tenant shall also pay Additional Rent during the Extension Term, consistent with Additional Rent payable during the Initial Term. During the Extension Term, all other terms of this Lease shall remain in full force and effect, except that there shall be no further right to extend after the expiration of the last Extension Term herein provided. Tenant's right to extend the Term of this Lease is expressly conditioned upon Tenant having maintained its payment and performance obligations under this Lease current, and without default not cured within any applicable grace period through the Extension Term commencement date, and upon Tenant not having assigned this Lease or sublet all or any portion of the Premises. Failure of Tenant to timely give written notice to Landlord of its intention to extend the Term as required in the Reference Data Pages shall be deemed a waiver of Tenant's right to extend for the next succeeding Extension Term. Landlord's timely receipt of Tenant's notice of its election to extend shall extend the Term of the Lease for the applicable Extension Term, subject to the terms and conditions set forth in this Lease.

24. Landlord Liability and Default.

Landlord shall not be liable to Tenant or any other party for so long as Landlord acts in good faith and diligently commences and seeks to obtain performance of the requirements of Landlord under this Lease. Landlord's liability under this Lease shall be limited to (a) specific performance of the asserted breach, or (b) rent paid by Tenant during the period of asserted breach. Further, recourse against Landlord under or on account of this Lease shall be limited to the assets of the Landlord entity; in no

event may Tenant or any other party seek or obtain recourse to or from the assets of any manager, beneficiary or partner of Landlord or any employee, officer, director or shareholder of Landlord, its manager, managing agent or their respective successors and assigns.

Landlord shall not be deemed in default under this Lease nor shall Tenant have any cause of action against Landlord under this Lease unless and until Landlord receives written notice from Tenant detailing the asserted Landlord breach, and that breach continues without cure for fifteen (15) days or such additional time as is required to effect cure provided Landlord has then commenced and thereafter reasonably diligently pursues cure. Notwithstanding anything to the contrary contained in this Lease, Tenant's obligations under this Lease are independent and shall not be conditioned upon performance by Landlord.

25. Signage.

Tenant shall be permitted to place (i) one sign on the front of its store, if Tenant is a street level, retail tenant, or (ii) one sign on Tenant's front Premises entry door if Tenant is a second floor office tenant. In all cases Tenant's signs shall be located and sized as designated by Landlord to satisfy reasonable aesthetic and consistency determinations. Signs shall comply with all applicable codes and ordinances. Tenant shall have the responsibility to obtain all sign permits from the City or Town in which the Property is located and to pay for and maintain its signage in good and first class condition and repair. All signs shall be submitted to Landlord for its prior written approval before being affixed to the Landlord approved locations.

26. Quiet Enjoyment.

Subject to the terms and conditions of this Lease and Tenant timely performing and fulfilling its agreements and obligations under this Lease, including but not limited to the timely payment of Yearly Fixed Rent and Additional Rent, Tenant shall be entitled to lawfully, peaceably and quietly have, hold, occupy and enjoy use of the Premises subject to the terms of this Lease, without hindrance or ejection by Landlord or Landlord's agent. The foregoing shall not be construed to impose any liability to Landlord on account of action taken or failed to be taken by any third party or on account of any action or agreement not specifically required to be performed by Landlord pursuant to the other terms of this Lease.

27. Tenant Holdover.

If, (i) Tenant's occupancy of the Premises continues beyond the Expiration Date or the earlier termination of this Lease (a "Holdover Period"), or (ii) Tenant fails to surrender the Premises to Landlord and fails to remove and restore as required by this Lease at the end of the Term or earlier termination of this Lease, then the time taken for Landlord to take possession and effect such surrender and restoration shall be deemed a holdover by Tenant for the Holdover Period on the following terms: Tenant shall be then deemed a month-to-month, tenant-at-will and otherwise on the same terms and conditions and including the same Tenant payment and performance obligations as applicable immediately prior thereto; Tenant's payment obligations for a Holdover Period shall include, without limitation, Yearly Fixed Rent and Additional Rent payable monthly in advance, Tenant shall be responsible for the same surrender provisions as applicable at the end of the Term, and Tenant shall be obligated to pay such increases in monthly Fixed Rent as Landlord gives Tenant at least seven (7) days prior written notice. Notwithstanding the foregoing, if Landlord has not agreed in writing in advance to a Holdover Period, Tenant's continued possession shall be as an unauthorized licensee at the last prior Yearly Fixed Rent increased by seventy-five (75%) percent. The foregoing shall not be construed to obligate Landlord to make available any holdover rights to Tenant initially or thereafter on a continuing basis subsequent to the Expiration Date or earlier termination of this Lease.

28. Recognition for Tenant.

If Tenant or Tenant's lender requests any agreement, recognition or acknowledgment of the status or priority of their rights as a lender to Tenant with respect to interests in Tenant's assets or property or

any other document which in the reasonable opinion of Landlord requires review by Landlord's counsel, Tenant shall pay Landlord's reasonable counsel fees. Landlord shall have no obligation to enter any such agreement which expands its risks or obligations beyond the giving of notice to one additional party of a Tenant default and Landlord's actions to terminate on account thereof.

29. Environmental Hazards.

Tenant agrees to conduct its business from the Premises in compliance with all Applicable Laws and in a manner as to assure and provide for the proper and safe purchase, storage, use and disposal of materials which may be classified as being "**hazardous**" or "**controlled**." Tenant shall hold Landlord harmless and indemnified from and against any and all claims, demands, liability, damages, judgments, costs and expenses arising on account of any failure by Tenant to comply with the provisions of this Lease governing the purchase, use, storage and disposition of "**hazardous**" or "**controlled**" materials, materials which may become "**hazardous**" or "**controlled**" and any equipment utilizing "**hazardous**" or "**controlled**" materials or substances. With respect to materials handling and storage at the Premises which may have an environmental impact upon the Property or its occupants or invitees, Tenant agrees to implement such procedures and policies as Landlord reasonably requests for safety purposes. In no event shall Tenant deposit regulated or "**hazardous**" or "**controlled**" materials in any Property drain or trash receptacle, and Tenant shall be responsible to separately arrange and pay for its own safekeeping and disposal of all such materials requiring separate disposition by appropriately licensed contractors, all in strict compliance with Applicable Laws.

30. Additional Right of Landlord Cure.

Upon the occurrence of an Event of Default by Tenant, Landlord shall have the right, but not the obligation, to perform such obligations as would be necessary to cure such Default including the right to enter upon the Premises to do so. Landlord shall, as a courtesy only, notify Tenant of its intention to perform such obligation, and in the event of a failure by Tenant to perform an obligation required of Tenant by this Lease but which Landlord determines constitutes an emergency threatening imminent injury to persons or damage to property, Landlord shall have the right, but not the obligation, to perform such obligation of Tenant, including the right to enter upon the Premises to do so, after giving Tenant such notice, if any, as Landlord is reasonably able to provide. Notwithstanding the foregoing, such performance by Landlord shall not be deemed to cure Tenant's Default, and Tenant shall reimburse Landlord for all costs, including reasonable attorney fees, incurred by Landlord in connection therewith, with interest at the rate of one percent (1%) per month on all amounts not paid within seven (7) days after demand.

31. Waivers, Consents and Amendments.

Landlord shall not be deemed to have: waived, obligated itself to defer, consented to or granted any postponement to or for Tenant's performance of its obligations under this Lease, unless and until an agreement in writing for such waiver, deferral, consent or postponement has been signed by Landlord. Further, no postponement or delay by Landlord in pursuing collection and/or enforcement of Tenant's obligations under this Lease shall either excuse Tenant's subsequent and/or continuing responsibility therefor, whether with respect to prior, then current or future such obligations. No modification or amendment to this Lease shall be valid or binding unless and until in writing and signed by the party against whom enforcement therefor may be sought.

32. Other Provisions.

- A. Tenant shall deposit trash in outside areas and/or receptacles designated by Landlord, and shall pay its share of the cost thereof based on Landlord's reasonable estimate of Tenant's use.
- B. Landlord shall have the right to designate areas for employee parking and otherwise adopt rules to provide for customer parking, and Tenant shall abide therewith.

- C. Tenant will not permit any abandonment of the Premises. If Tenant is a retail tenant at the Property, Tenant agrees: to remain open for business at least during those days and hours that a majority of the Tenants determine; and to join in a merchants association if formed by a majority of the retail tenants at the Property and be bound by and participate in decisions and promotions committed by that association.
- D. Within seven (7) days after request by Landlord, Tenant will promptly complete an estoppel letter in form requested by Landlord to confirm the status of this Lease. Failure of Tenant to timely sign and complete the required estoppel shall, at Landlord's election, be a Default under this Lease and, in all events, Landlord shall then be authorized to sign the estoppel letter as Tenant's agent and the information therein shall be binding upon Tenant provided it is signed by Landlord in good faith.
- E. Tenant shall abide by all rules and regulations adopted by Landlord from time to time provided they are uniformly applicable to all tenants similarly situated at the Property.
- F. No other agreements or representations have been made by either party except as expressly contained in this Lease.
- G. All Exhibits and any Riders hereto must be signed or initialed by Landlord and Tenant and shall be deemed incorporated herein.
- H. Recording of this Lease or a copy of this Lease shall be a Default; however, if the Term of the Lease including any Extension Term is seven (7) years or longer, Landlord agrees, at Tenant's request, to enter a Notice of Lease in form acceptable to Landlord for recording at Tenant's cost.
- I. The covenants and agreements of Landlord and Tenant shall be binding upon and inure to the benefit of each of them and their respective heirs, administrators, successors and assigns, subject to Landlord's consent to any such assignment by Tenant. No covenant, agreement or liability of any one party as Landlord, shall be binding upon another owner of the Property except for defaults occurring or incurred during such owner's period of ownership of the Property.
- J. For all purposes, Tenant and all Guarantors of Tenant's performance under this Lease hereby agree and consent that jurisdiction for any litigation with respect to this Lease and/or enforcement or compliance by or against any of the parties shall be exclusively commenced and processed within the State Courts of the Commonwealth of Massachusetts, and, for these purposes including only Courts within the Counties of Norfolk, Middlesex and/or Suffolk. For all purposes, rules applicable to addresses for service of process for Landlord, Tenant and/or Guarantors shall be as required under the Notice provisions of this Lease (Section 19). The foregoing is intended as a consent to Norfolk, Middlesex and/or Suffolk County jurisdiction.
- K. If Tenant is more than one person or party, Tenant's obligations shall be joint and several for each. Unless repugnant to the context, the term, "**Landlord**" and "**Tenant**" mean the person or persons, natural or corporate, named above as the Landlord and Tenant respectively, together with their respective heirs, executors, administrators, successors and assigns, subject to Landlord's consent to any Tenant assignment.
- L. The headings herein contained are for convenience and shall not be construed a part of this Lease. The sections and definitions on the Reference Data Pages are an integral and substantive part of this Lease.
- M. This Lease shall be construed under and be governed by with the laws of the Commonwealth of Massachusetts.

- N. Tenant represents and warrants that Tenant is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Massachusetts, and the person executing this Lease on behalf of Tenant has full right, power and authority to execute and deliver this Lease, and upon such execution and delivery, this Lease shall be binding upon Tenant. Simultaneously with the execution hereof, Tenant shall deliver to Landlord a certificate issued by the Secretary of State of the Commonwealth of Massachusetts evidencing that Tenant is legally existing and in good standing under the laws of the Commonwealth of Massachusetts, together with a Secretary's Certificate or Board of Directors vote evidencing Tenant's authority to enter into this Lease and the identify of Tenant's officer's authorized to execute this Lease.
- O. If any provision of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected. The enumeration of specific examples of a general provision shall not be construed as a limitation of the general provision.
- P. This Lease is executed as a sealed instrument and in multiple counterparts, all copies of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of any other copy. Time is of the essence of the obligations of the parties to be performed within a specific time frame in this Lease.
- Q. No payment by the Tenant or acceptance by the Landlord of a lesser amount than shall be due the Landlord from the Tenant shall be deemed to be anything but payment on account, and the acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon a letter accompanying said check, that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and the Landlord may accept said check without prejudice to recover the balance due or pursue any other remedy.
- R. Tenant and Landlord hereby waive, to the fullest extent permitted by law, any present or future right to trial by jury in any action or proceeding relating directly or indirectly to or arising out of this Lease or in any manner relating to the Premises, the Building or the Property. This waiver of right to trial by jury is given knowingly and voluntarily by Landlord and Tenant.
- S. Tenant represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business ("**OFAC List**"). Notwithstanding anything to the contrary herein contained, Tenant shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Tenant shall provide documentary and other evidence of Tenant's identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant's identity or to comply with any applicable legal requirement.

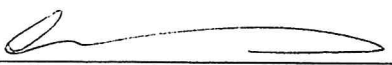
LANDLORD:

MILL VILLAGE REALTY TRUST
By: OLD WORLD REALTY CORP.,
Trustee (and not for itself)

By: 
Randy A. Goldberg, Executive Vice President

TENANT:

Morrison Frost LLC

By: 
Louise A. Mawhinney, Manager

LEASE RIDER

The following provisions are added to and incorporated within the Lease. To the extent of any inconsistency between this Rider and the other Lease provisions, the terms of this Rider shall prevail.

33. Basement Area.

Tenant acknowledges that the Property is located in an area having a high water table and that the Basement Area of the Building has a significant risk of flooding and water damage. Accordingly, notwithstanding anything set forth in this Lease to the contrary, Landlord is permitting Tenant to use the Basement Area for Tenant's convenience only, at Tenant's sole risk of loss, and in no event shall Landlord be liable to Tenant or anyone claiming by, through or under Tenant for any damage to persons or property incurred as a result of or in connection with flooding, water seepage or water damage in the Basement Area.

34. Landlord's Work Contribution.

The Premises shall be in their present "as-is" condition without requiring work/improvements by Landlord with the exception that Landlord shall provide Tenant with an allowance not exceeding \$2,500.00 to complete interior improvements to the Premises ("Landlord's Work Contribution"). Landlord's Work Contribution shall only be for non-structural work and cosmetic improvements to the Premises, and shall exclude costs for Tenant furniture, fixtures and the like. All improvements to the Premises shall be performed in accordance with the terms and conditions of the Lease, and shall be subject to Landlord's prior written approval which approval shall not be unreasonably withheld or delayed. Landlord's Work Contribution shall be due to Tenant within ten (10) days following (i) the completion of all the approved improvements; and (ii) Landlord's satisfactory review of the supporting documentation that Landlord reasonably requests evidencing the cost of the improvements and Tenant's full payment on account of same. Notwithstanding anything to the contrary contained in this Paragraph, Landlord's Work Contribution must be used by Tenant within one hundred and fifty (150) days following the execution of this Amendment, otherwise it shall be deemed unused and Landlord shall have no obligation to fund Landlord's Work Contribution.

LANDLORD:

MILL VILLAGE REALTY TRUST
By: OLD WORLD REALTY CORP.,
Trustee (and not for itself)

By: 

Randy A. Goldberg, Executive Vice President

TENANT:

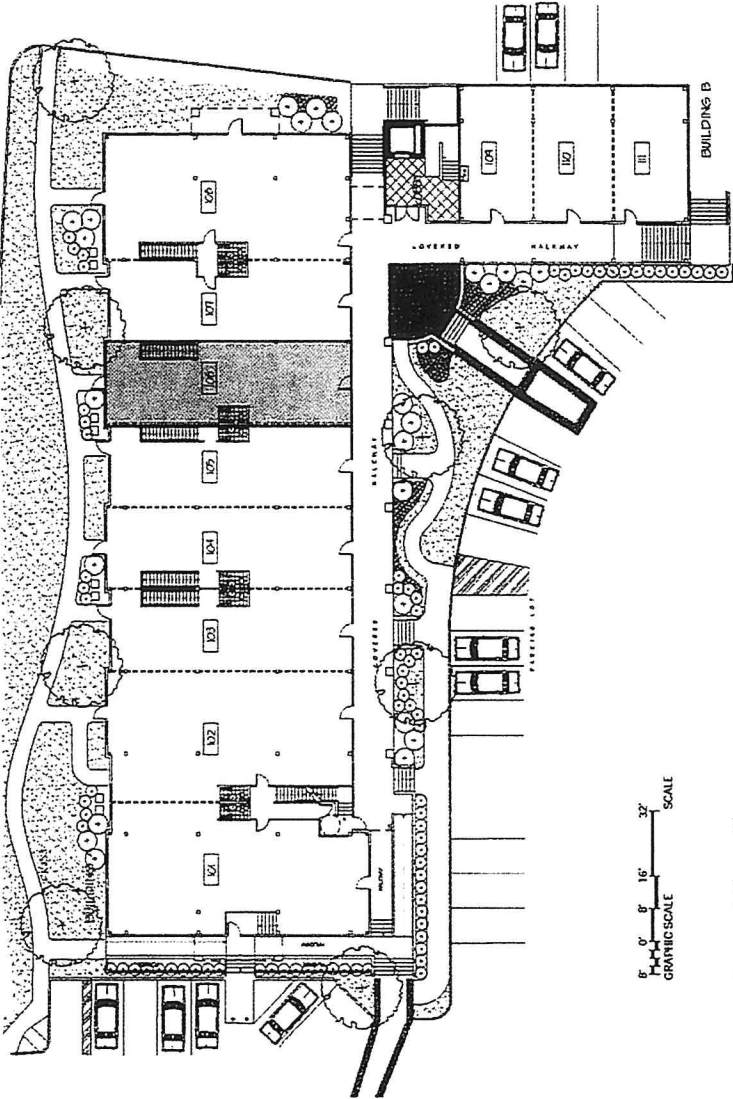
Morrison Frost LLC

By: 

Louise A. Mawhinney, Manager

EXHIBIT A

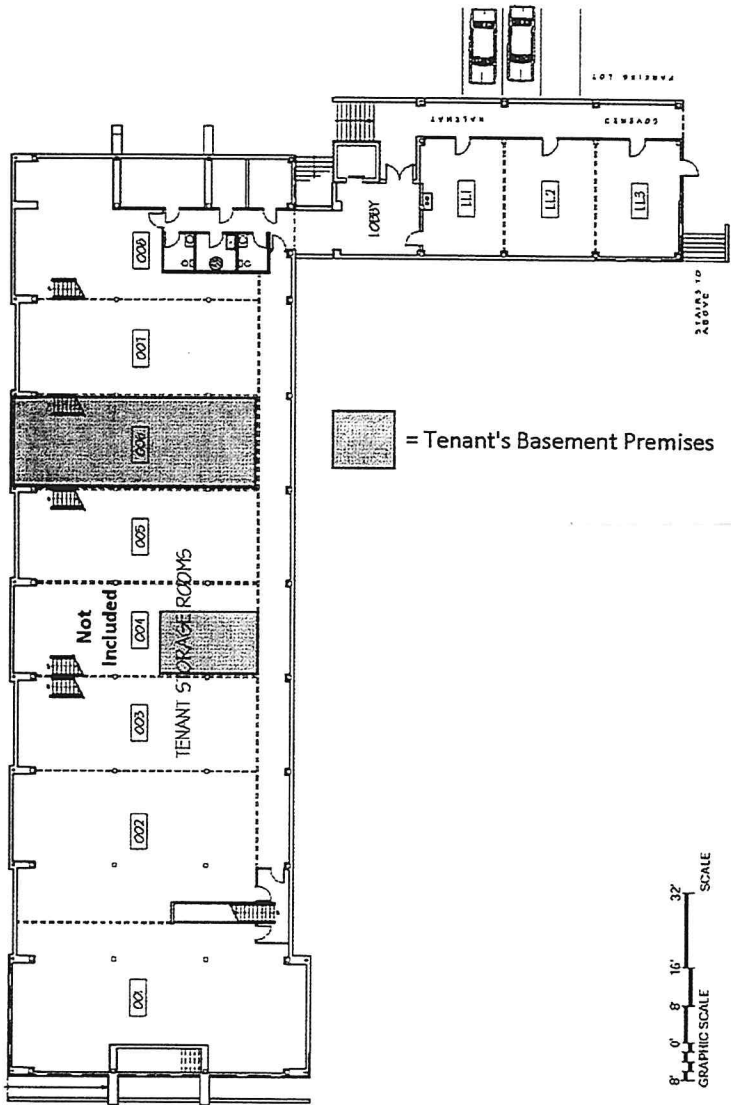
THE PREMISES (Page 1 of 2)



Note: Not to scale. Layout is approximate.

Landlord Initial 
Tenant Initial 

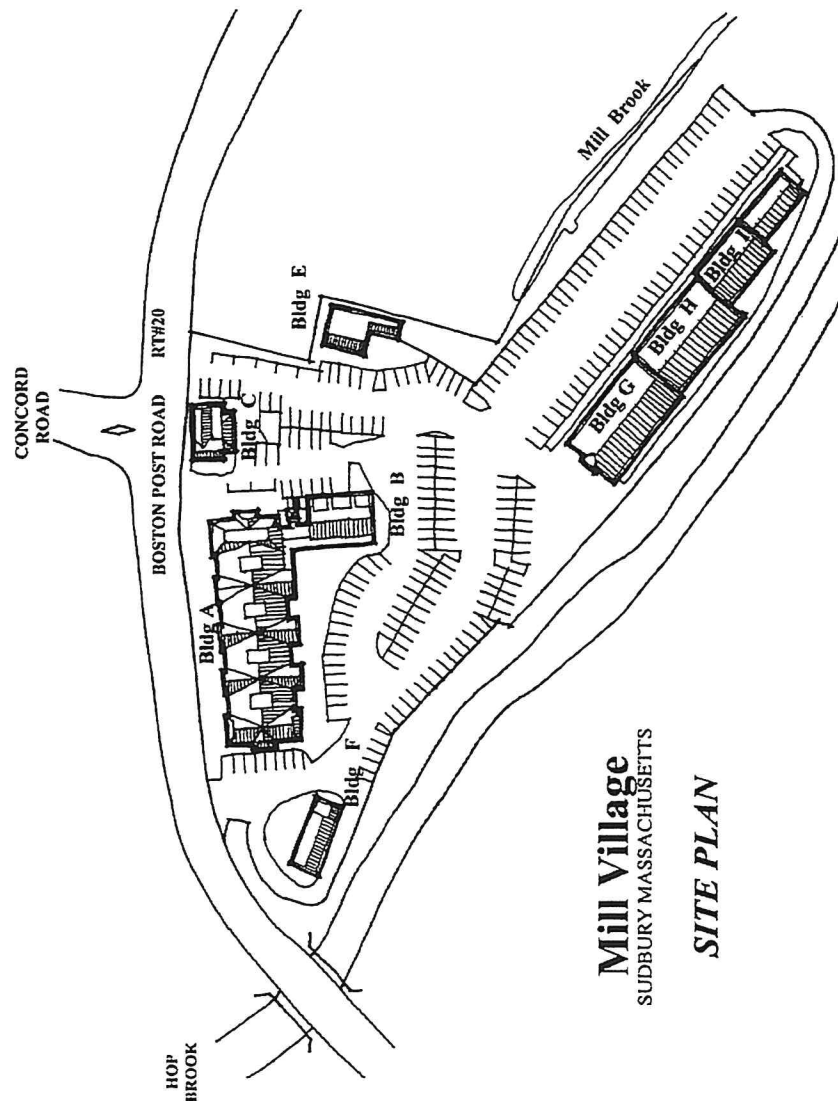
EXHIBIT A
THE PREMISES (Page 2 of 2)



Note: Not to scale. Layout is approximate.

Basement Plan
MILL VILLAGE - SUDBURY, MASSACHUSETTS

EXHIBIT A-1
THE BUILDING



Mill Village
SUDBURY MASSACHUSETTS
SITE PLAN

EXHIBIT B

LANDLORD'S WORK

The Premises shall be in its present "AS-IS" condition with the following work completed by Landlord at its sole cost and expense prior to the Term Commencement Date unless otherwise noted below:

NO WORK IS REQUIRED BY LANDLORD.

EXHIBIT C

TENANT'S WORK

All other work upgrades to Landlord's Work, shall be at Tenant's sole expense. A plan for any Tenant Work shall be submitted to Landlord for its prior written approval. No structural changes to walls, windows etc. thereafter shall be made by Tenant without Landlord's prior written approval. All Tenant's Work shall conform with applicable Codes and Ordinances and, at Landlord's election, be removed at Tenant's cost with damage thereby caused restored upon termination of the Lease.

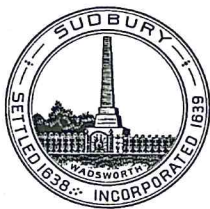
EXHIBIT D

EXTENSION TERM YEARLY FIXED RENT

Extension Term Yearly Fixed Rent shall be at Fair Market Rent for the Premises in their then condition without requiring any Landlord improvements shall be calculated and determined as follows:

- A. Upon Landlord's receipt of notice from Tenant that Tenant wishes to extend received by Landlord no later than six (6) months prior to the expiration of the Initial Term or the Lease Term as extended, Landlord shall, within thirty (30) days of such notice by the Tenant, notify the Tenant of the proposed Extension Term Yearly Fixed Rent based upon Landlord's estimate of Fair Market Rent. Under no condition shall the Extension Term Yearly Fixed Rent be less than the Yearly Fixed Rent being paid just prior to the Extension Term for which Yearly Fixed Rent is then being determined hereunder.
- B. Within fifteen (15) days after receipt of Landlord's notice of Extension Term Yearly Fixed Rent, Tenant will notify Landlord either of its acceptance or rejection of Landlord's noticed Extension Term Yearly Fixed Rent; and if rejected, shall include Tenant's proposal of Fair Market Rent on account of Yearly Fixed Rent during the forthcoming Extension Term. Landlord's failure to timely receive Tenant's written notice shall be deemed acceptance of Landlord's noticed Fair Market Rent. If Tenant has timely rejected Landlord's estimate of Fair Market Rent, Landlord and Tenant shall in good faith attempt to resolve their differences as to Fair Market Rent as aforesaid, within the next ten (10) days.
- C. If Landlord and Tenant are unable to resolve their differences within the period set forth in the preceding sub-paragraph B., each of Landlord and Tenant shall appoint a representative to negotiate Extension Term Yearly Fixed Rent within the range of Fair Market Rent last proposed by Landlord and Tenant, said representatives shall be paid by the party which engaged them and shall be qualified commercial leasing agents from major rental firms experienced in renting similar commercial retail/office properties in general vicinity of the Building. The parties' representatives shall in good faith seek to resolve a market rate of Yearly Fixed Rent for the Extension Term within the next ensuing twenty-one (21) day period. If the representatives are unable to agree upon Yearly Fixed Rent within that time period but the difference between them is no greater than 10% then Yearly Fixed Rent shall be the average of the two representatives written determinations. If the representatives are unable to agree upon Yearly Fixed Rent and their difference exceeds 10%, they shall select a third party, having similar qualifications, paid for one-half by each of Landlord and Tenant, and thereafter, within fifteen (15) days, the determination of a majority of the representatives shall prevail and issue a written report thereof.
- D. If, for any reason whatsoever, Tenant fails to properly notify Landlord of its desire to extend the Lease, any and all Tenant rights or options to extend shall expire and Tenant shall have no further right to extend its tenancy beyond the Expiration Date. In this event Landlord shall be free to rent the Premises to whomever it chooses, on any terms it chooses, free and clear of this option.
- E. Notwithstanding anything to the contrary contained in this Exhibit D, the Yearly Fixed Rent for the first year of the Extension Term shall be at the rate of \$29,900.04, with years two through four of the Extension Term to be determined as set forth above.





TOWN OF SUDBURY
Office of Selectmen
 www.sudbury.ma.us

RECEIVED
 BOARD OF SELECTMEN
 SUDBURY, MA

2015 JAN 29 P 3:13

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

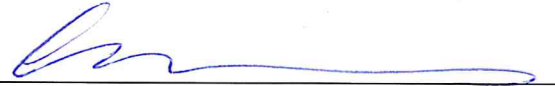
Alcohol Rules & Regulations Acknowledgement Receipt

Please complete the form below and return to:
 Selectmen's Office
 278 Old Sudbury Rd
 Sudbury, MA 01776

I hereby acknowledge that I have received, read and understand the Town of Sudbury
 Alcohol Rules & Regulations.

Business Name: MORRISON FROST LLC d/b/a Duck Soup

Print Recipient Name: LOUISE A. MAWHINNEY


 Recipient Signature

1/29/15
 Date

Duck Soup All Alcoholic Beverages License Department Feedback

Fire Department Approval:

From: Whalen, John
Sent: Thursday, February 19, 2015 8:45 AM
Subject: RE: Reminder: Alcohol License Applications Feedback

The Fire Department has **NO ISSUES** with these two applications, we will be conducting fire and safety inspections before they open.

John M. Whalen
Assistant Fire Chief, Sudbury Fire Dept.

Board of Health Approval:

From: Murphy, Bill
Sent: Thursday, February 19, 2015 9:22 AM
Subject: FW:

There are **NO BOARD OF HEALTH COMMENTS OR CONCERNS** regarding Duck Soup obtaining a liquor license.

Building Department Approval:

From: Herweck, Mark
Sent: Tuesday, February 17, 2015 1:10 PM
Subject: RE: 1 of 2 Alcohol License Applications: Duck Soup

Hi Leila; Building has **NO OBJECTIONS**.

Police Department Approval:

From: Nix, Scott
Sent: Thursday, February 19, 2015 9:14 AM
To: Frank, Leila; Grady, Robert
Subject: RE: Reminder: Alcohol License Applications Feedback

The police department **DOES NOT HAVE ANY ISSUES** with either applicant.

Scott

Attachment: Duck Soup Department Approvals (1202 : Duck Soup All Alcoholic Beverages Package Store License)

ALL ALCOHOL/WINE & MALT LICENSE REQUEST CHECKLIST

INFORMATION REQUIRED	DETAILS/COMPLETION DATE
Applicant	Duck Soup
Date of submission (30 day limit for Public Hearing)	1/29/15
Contact	Louise Mawhinney
Phone No.	
Email address	
Review application & provide Alcohol Rules & Regulations	1/29/15
Scan application, removing Personal Information, Manager Application & CORI Forms, ID and Bank Statements	1/29/15
Town Counsel to review application	1/29/15
Public hearing notice submitted to newspaper	2/6/15
Copies of Notice to Dept. Heads requesting feedback due a week before meeting: Building Inspector Board of Health Fire Chief Police Chief	2/13/15
Compile department responses for BOS submission	2/12/15
Generate abutters list and send Newspaper Notice to abutters, applicant and attorney (if applicable) via certified mail	2/12/15
Email/call applicant with hearing date reminder	2/19/15
Prepare all licenses for BOS meeting	2/13/15
Prepare ABCC Form 43 & Abutters Affidavit for BOS meeting	2/13/15
Conduct CORI check	2/13/15

ABCC QUOTA of Sudbury licenses: 32

Sec. 12: Pouring Licenses: 23

Sec. 15: Package Stores: 9

Licenses ISSUED to date: 22

Sec. 12: Pouring Licenses: 18

Sec. 15: Package Stores: 4

Breakdown of License Quota:

Pouring All Alcohol: 18 Wine & Malt: 5

Package All Alcohol: 4 Wine & Malt: 5

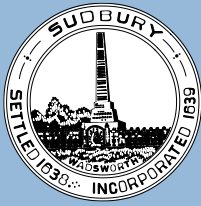
Breakdown of Licenses Issued:

Pouring All Alcohol: 14 Wine & Malt: 4

Package All Alcohol: 3 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.

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

PUBLIC HEARING**2: Erica's Restaurant All Alcoholic Beverages Restaurant License****REQUESTOR SECTION**

Date of request:

Requestor: Carlisle River, Inc, d/b/a Erica's Restaurant

Formal Title: Vote on whether to approve the application of Carlisle River, Inc, d/b/a Erica's Restaurant, 470 North Rd., Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Erica Cannarozzi, Manager.

Recommendations/Suggested Motion/Vote: Vote on whether to approve the application of Carlisle River, Inc, d/b/a Erica's Restaurant, 470 North Rd., Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Erica Cannarozzi, Manager.

Background Information:

Please see application attached.

Financial impact expected:\$3,500 Application Fee

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Erica Cannarozzi, Manager Erica's Restaurant

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Sudbury

1. LICENSEE INFORMATION:

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

B. Business Name (if different) : Erica's Restaurant

C. Manager of Record: Erica Cannarozzi

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

E. Address of Licensed Premises: 470 North Road

City/Town: Sudbury

State: MA

Zip: 01776

F. Business Phone: (978) 443-0820

G. Cell Phone:

H. Email:

I. Website: www.ericasrestaurant.com

J. Mailing address (If different from E.): 68 Willow Street

City/Town: Acton

State: MA

Zip: 01720

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: Erica Cannarozzi

ADDRESS: 68 Willow Street

CITY/TOWN: Acton STATE: MA ZIP CODE: 01720

CONTACT PHONE NUMBER: [REDACTED] FAX NUMBER: [REDACTED]

EMAIL: [REDACTED]

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, two rooms: dining room with bar, kitchen. Storage in basement. Four exits. Entrance on south side, one service exit at south east corner and two service exits on north side, one on main level, one in basement.

Total Square Footage: 2716 Number of Entrances: 1 Number of Exits: 4

Occupancy Number: 118 Seating Capacity: 62

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 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: [REDACTED]

Landlord is a(n): Trust

Other: [REDACTED]

Name: Sierras Realty Trust

Phone: [REDACTED]

Address: 470 North Road

City/Town: Sudbury

State: MA

Zip: 01776

Initial Lease Term: Beginning Date 11/19/2014

Ending Date 11/18/2024

Renewal Term: N/A

Options/Extensions at: N/A Years Each

Rent: \$48,079.00 Per Year

Rent: \$4,006.58 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):

Corporation

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

11/18/2014

State of Incorporation/Organization: MA

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
Erica Cannarozzi	President	100%	none
Erica Cannarozzi	Treasurer	100%	none
Erica Cannarozzi	Secretary	100%	none
Erica Cannarozzi	Director	100%	none

*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
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	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?

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:	\$0.00
B. Purchase Price for Business Assets:	\$1.00
C. Costs of Renovations/Construction:	\$0.00
D. Initial Start-Up Costs:	\$0.00
E. Purchase Price for Inventory:	\$0.00
F. Other: (Specify)	
G: TOTAL COST	\$1.00
H. TOTAL CASH	\$1.00
I. TOTAL AMOUNT FINANCED	\$0.00

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):

--

*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

*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 ☒ No1. 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 ☐ No1. If yes, to whom: 2. Number of Shares: C.) Is the applicant pledging the inventory? ☐ Yes ☐ NoIf 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
21. ANTICIPATED OPENING DATE:

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


APPLICANT'S STATEMENT

I, Erica Cannarozzi the ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
 of Carlisle River Inc., hereby submit this application for full liquor license (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: 02/04/2015

Title:

President



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

Received
 2/4/15

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

89

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

Carlisle River Inc.

ADDRESS

68 Willow Street

CITY/TOWN

Acton

STATE

MA

ZIP CODE

01720

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input 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 type="checkbox"/> Change of Manager | <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | | | |

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

**CARLISLE RIVER INC.
UNANIMOUS CONSENT OF DIRECTOR**

November 18, 2014

We, the undersigned, being all the directors of the corporation hereby adopt pursuant to Massachusetts General Laws c. 156D ' 8.21, the following resolutions and hereby direct that the same be filed with the minutes of the meetings of directors of the corporation as though voted and resolved at a regularly scheduled and noticed meeting of said directors, to wit:

RESOLVED, That the corporation apply for a liquor license for use at the premises leased by the corporation at 470 Sudbury Road, Sudbury, MA 01776 and that Erica S. Cannarozzi, President be, and she hereby is, authorized to sign all applications and forms required to carry out the intent of this resolution; and

RESOLVED FURTHER, That this resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by all those having the need for such notice.


Erica S. Cannarozzi, Sole Shareholder

E

CARLISLE RIVER INC.
UNANIMOUS CONSENT OF DIRECTOR

November 18, 2014

We, the undersigned, being all the directors of the corporation hereby adopt pursuant to Massachusetts General Laws c. 156D ' 8.21, the following resolutions and hereby direct that the same be filed with the minutes of the meetings of directors of the corporation as though voted and resolved at a regularly scheduled and noticed meeting of said directors, to wit:

RESOLVED, That the corporation apply for a liquor license for use at the premises leased by the corporation at 470 Sudbury Road, Sudbury, MA 01776 and that Erica S. Cannarozzi, President be, and she hereby is, authorized to sign all applications and forms required to carry out the intent of this resolution; and

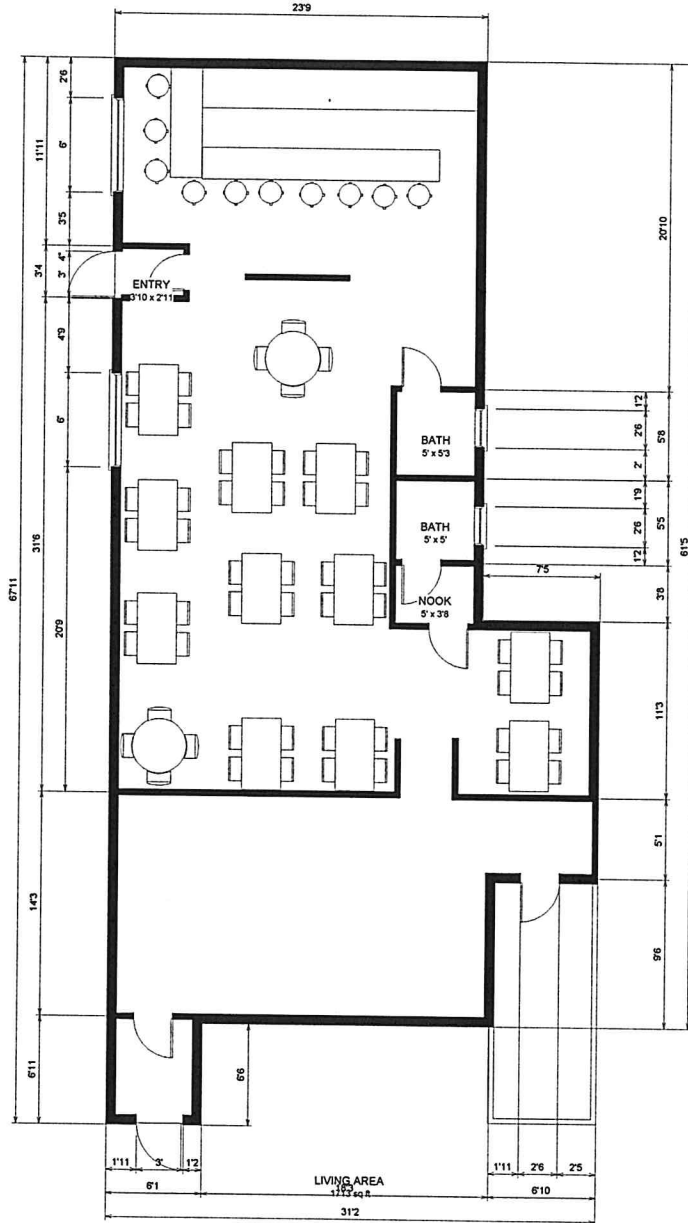
RESOLVED FURTHER, That Erica S. Cannarozzi be appointed manager for purposes of any and all licenses including, but not limited to, an all alcohol beverage license for the aforesaid premises; and

RESOLVED FURTHER, That this resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by all those having the need for such notice.

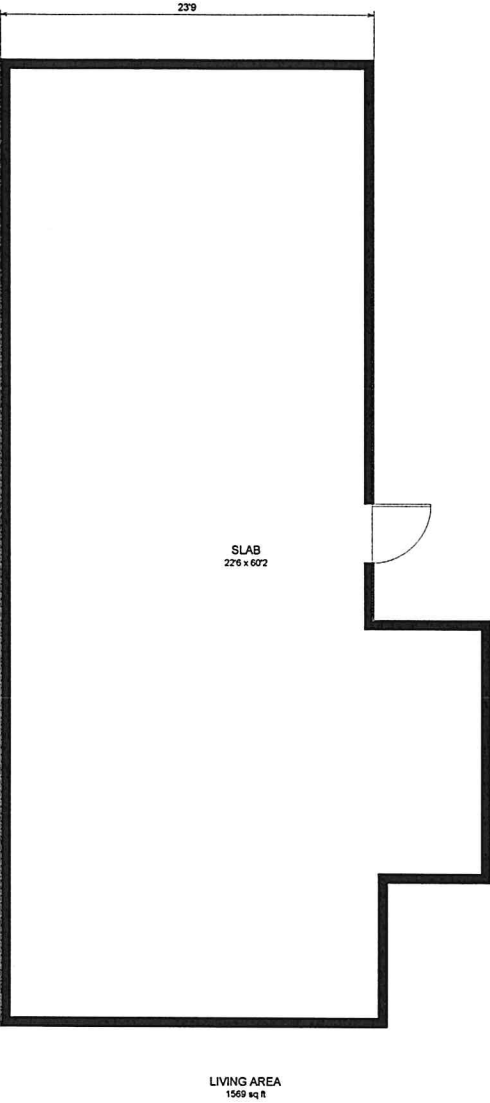

Erica S. Cannarozzi, Sole Shareholder

E

First Floor



Basement



MA SOC Filing Number: 201403071860 Date: 11/18/2014 2:25:00 PM



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

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

Federal Employer Identification Number: 001152375 (must be 9 digits)

ARTICLE I

The exact name of the corporation is:

CARLISLE RIVER INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO OWN AND OPERATE ONE OR MORE RESTAURANTS AND TO DO ANY AND ALL OTHER THINGS WHICH ARE PERMITTED BY LAW IN THE COMMONWEALTH OF MASSACHUSETTS.

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.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	15,000	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

OF THIS CORPORATION, EXCEPT IN EACH CASE UPON THE FOLLOWING CONDITIONS: (A) IT SHALL BE THE DUTY OF: (I) ANY HOLDER OF ANY SHARES OF CAPITAL STOCK OF THE CORPORATION (INCLUDING A LEGAL REPRESENTATIVE OF A LEGALLY INCOMPETENT STOCKHOLDER) WHO DESIRES TO SELL, MAKE A LIFETIME GIFT OF OR OTHERWISE TRANSFER ANY SHARES OF SUCH STOCK (A TRANSFEROR STOCKHOLDER), AND (II) ANY PERSON (EXCEPT THE LEGAL REPRESENTATIVE(S) OF ANY DECEASED OR LEGALLY INCOMPETENT HOLDER OF ANY SUCH SHARES) WHO HAS ACQUIRED ANY SHARES OF SUCH STOCK OR THE RIGHT TO SUCH SHARES BY THE DEATH, INCAPACITY, DIVORCE, INSOLVENCY OR BANKRUPTCY OF A STOCKHOLDER, BY FORECLOSURE OF ANY PLEDGE OR OTHER LIEN OR BY OTHER PROCESS OF LAW (A TRANSFEREE STOCKHOLDER), TO OFFER FOR SALE IN WRITING (Y) ALL SHARES OF SUCH TRANSFEROR STOCKHOLDER DESIRED TO BE TRANSFERRED IN A TRANSACTION OF THE KIND DESCRIBED IN PARAGRAPH 1(A)(I) ABOVE, AND (Z) ALL SHARES ACQUIRED BY A TRANSFEREE STOCKHOLDER IN A TRANSFER OF THE KIND DESCRIBED IN PARAGRAPH 1(A)(II) ABOVE WITHIN THIRTY (30) DAYS AFTER THEIR RECEIPT (A TRANSFEROR STOCKHOLDER AND A TRANSFEREE STOCKHOLDER EACH BEING HEREINAFTER SOME TIMES CALLED AN OFFERING HOLDER), TO THE OTHER HOLDERS, IF ANY, OF SUCH STOCK OF THE CORPORATION, AT A PRICE NAMED BY SUCH OFFERING HOLDER (THE STATED PRICE), AND IN SUCH OFFER TO NAME AN ARBITRATOR WILLING TO ACT. ALL OF SUCH OTHER HOLDERS OF THE CORPORATION'S STOCK SHALL HAVE FORTY-FIVE (45) DAYS AFTER RECEIPT OF SUCH WRITTEN OFFER WITHIN WHICH TO ELECT TO PURCHASE ALL OR PART OF SAID SHARES FOR CASH AT THE STATED PRICE OR, AT THE ELECTION OF SUCH PURCHASERS, AT THE FAIR VALUE OF SUCH SHARES AS DETERMINED BY ARBITRATION AS HEREINAFTER PROVIDED. IF THERE BE MORE THAN ONE PURCHASING STOCKHOLDER HEREUNDER, EACH SHALL BE ENTITLED TO PURCHASE SAID SHARES IN PROPORTION TO THEIR RESPECTIVE HOLDINGS OF THE CORPORATION'S STOCK (DISREGARDING SHARES HELD BY THE OFFERING HOLDER), BUT ANY SHARES NOT PURCHASED BY A STOCKHOLDER MAY BE PURCHASED BY OTHER STOCKHOLDERS IN PROPORTION TO THEIR RESPECTIVE HOLDINGS OF STOCK (WITH SUCCESSIVE APPLICATIONS OF SAID FORMULA TO THE EXTENT NECESSARY). (B) IF THE OTHER HOLDERS OF STOCK SHALL NOT, WITHIN SAID FORTY-FIVE (45) DAY PERIOD AS AFORESAID, ELECT TO PURCHASE ALL OR PART OF SAID SHARES OF SAID OFFERING HOLDER, THEN THE OFFERING HOLDER SHALL IN WRITING OFFER TO SELL TO THE CORPORATION ANY REMAINING SHARES NOT SO PURCHASED BY OTHER HOLDERS, FOR PURCHASE AT THE STATED PRICE, AND IN SUCH OFFER THE OFFERING HOLDER SHALL NAME AN ARBITRATOR WILLING TO ACT. THE CORPORATION MAY, AT ANY TIME WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH OFFER, ELECT TO PURCHASE ALL OR PART OF SAID SHARES FOR CASH AT THE STATED PRICE OR, AT THE ELECTION OF THE CORPORATION, AT THE FAIR VALUE OF SUCH SHARES AS DETERMINED BY ARBITRATION, AS HEREINAFTER PROVIDED. 2. IF NEITHER THE CORPORATION NOR THE OTHER STOCKHOLDERS SHALL, WITHIN THE TIME LIMITS SPECIFIED ABOVE, ELECT TO PURCHASE ALL OFFERED SHARES OF THE OFFERING HOLDER, THEN SUCH OFFERING HOLDER SHALL BE FREE (A) IN THE CASE OF A TRANSFEREE STOCKHOLDER, TO RETAIN HIS SHARES SUBJECT TO THE TERMS HEREOF CONCERNING ANY PROPOSED TRANSFER IN THE FUTURE, AND (B) IN THE CASE OF ANY OTHER OFFERING HOLDER, WITHIN A PERIOD OF NINETY (90) DAYS THEREAFTER, TO CONSUMMATE THE SALE OR DISPOSITION OF ANY SHARES NOT SO PURCHASED, BUT IN CASE OF A SALE TO A THIRD PARTY, SUCH SALE SHALL BE FOR NOT LESS THAN SAID STATED PRICE AND ON OTHER TERMS NOT MORE FAVORABLE TO SAID PURCHASER THAN THOSE CONTAINED IN THE OFFER TO THE OTHER STOCKHOLDERS AND THE CORPORATION DESCRIBED I

TO WHOM STOCK SHALL BE OFFERED, AS THE CASE MAY BE, SHALL NOTIFY THE OFFERING HOLDER OF THE NAME OF AN ARBITRATOR SELECTED BY IT OR THEM WHO IS WILLING TO ACT. IN CASE THE OFFER IS MADE TO MORE THAN ONE STOCKHOLDER, AN ARBITRATOR SELECTED BY STOCKHOLDERS WHO HAVE ELECTED TO PURCHASE A MAJORITY OF THE OFFERED SHARES SHALL BE DEEMED TO HAVE BEEN NAMED BY ALL THE PURCHASING STOCKHOLDERS; OTHERWISE, THERE SHALL BE A SEPARATE ARBITRATION BETWEEN THE OFFERING HOLDER AND EACH PURCHASING STOCKHOLDER. THE TWO ARBITRATORS SO CHOSEN (IN CASE OF EACH SUCH ARBITRATION), IF THEY CANNOT WITHIN THIRTY (30) DAYS AFTER THE SELECTION OF THE SECOND ARBITRATOR, AGREE UPON A PURCHASE PRICE, SHALL CHOOSE A THIRD ARBITRATOR. IT SHALL THEN BE THE DUTY OF THE THREE (3) ARBITRATORS SO CHOSEN TO HEAR THE PARTIES AND THEIR WITNESSES, AND ASCERTAIN THE FAIR VALUE OF THE STOCK AT THE TIME OF THE OFFER, AND THE VALUE AS DECIDED UPON BY THE TWO (2) ARBITRATORS FIRST CHOSEN OR AS DECIDED UPON BY ANY TWO (2) OF THE ARBITRATORS AFTER THE SELECTION OF THE THIRD ARBITRATOR, SHALL BE FINAL AND BINDING UPON THE PARTIES. 4. THE PURCHASE PRICE OF THE OFFERED SHARES SHALL BE THE STATED PRICE OR, IN THE CASE OF ARBITRATION AS DESCRIBED IN PARAGRAPH 3 ABOVE, THE FAIR VALUE THEREOF AT THE TIME OF THE OFFER AS SO DETERMINED BY THE ARBITRATORS, LESS THE AMOUNT OF ANY DIVIDENDS PAID THEREON BETWEEN THE TIME OF THE OFFER AND PAYMENT FOR SAID SHARES. THE PURCHASE PRICE AS THUS DETERMINED SHALL BE PAID IN CASH AND THE STOCK DELIVERED (WITH ALL CERTIFICATES DULY ENDORSED) AT A TIME, PLACE AND DATE (SELECTED BY THE PURCHASER(S)) WITHIN THIRTY (30) DAYS AFTER THE OFFERING HOLDER'S RECEIPT OF THE WRITTEN ELECTION TO PURCHASE AT THE STATED PRICE, OR AFTER AN AGREEMENT UPON A PRICE, OR AFTER RENDITION OF THE DECISION OF THE ARBITRATORS, AS THE CASE MAY BE. 5. THE FOREGOING PROVISIONS RESTRICTING THE TRANSFER OF CAPITAL STOCK OF THE CORPORATION MAY AT ANY TIME BE WAIVED, IN WHOLE OR IN PART, BY A MAJORITY OF THE BOARD OF DIRECTORS OF THE CORPORATION (QUORUM REQUIREMENTS NOTWITHSTANDING) NOT OWNING OF RECORD OR BENEFICIALLY THE SHARES IN QUESTION. IN ANY CASE WHERE STOCK IS OFFERED TO THE CORPORATION FOR PURCHASE BY IT, AND IN THE CASE OF THE RIGHT OF THE CORPORATION TO PURCHASE SHARES HELD BY A TRANSFEREE STOCKHOLDER, ALL ACTION REQUIRED OR ENTITLED TO BE TAKEN BY THE CORPORATION IN CONNECTION WITH SUCH OFFER, OR THE PURCHASE OF SUCH SHARES BY THE CORPORATION (INCLUDING WAIVER OF THE CORPORATION'S RIGHT TO PURCHASE) SHALL BE TAKEN BY VOTE OF A MAJORITY OF THE BOARD OF DIRECTORS OF THE CORPORATION (QUORUM REQUIREMENTS NOTWITHSTANDING) NOT OWNING OF RECORD OR BENEFICIALLY THE SHARES IN QUESTION. 6. IN CASE ANY PERSON FAILS, NEGLECTS OR REFUSES TO PERFORM HIS OBLIGATIONS UNDER ANY OF THE FOREGOING PROVISIONS RESTRICTING THE TRANSFER OF STOCK OF THE CORPORATION, OBLIGATING HIM TO OFFER AND SELL ANY OF HIS SHARES, TO APPOINT AN ARBITRATOR, OR UPON TENDER OF THE PURCHASE PRICE, TO TRANSFER THE SHARES AND SURRENDER THE CERTIFICATES THEREFOR, SAID SHARES SHALL, WHILE SUCH DEFAULT CONTINUES, NOT ENTITLE THE HOLDER TO ANY VOTING POWER WHATSOEVER, AND NO DIVIDENDS SHALL, WHILE SUCH DEFAULT CONTINUES, ARISE UPON, ACCRUE TO OR BE PAYABLE UPON SAID SHARES, EXCEPT THAT AFTER TRANSFER TO THE CORPORATION OR THE OTHER STOCKHOLDERS OF SAID SHARES PURSUANT TO THE FOREGOING PROVISIONS, SAID SHARES SHALL ENTITLE THE PURCHASER AND SUBSEQUENT HOLDERS, WITH RESPECT TO THE PERIOD FOLLOWING SUCH TRANSFER, TO THE SAME RIGHTS AS FORMERLY PERTAINED TO SAID STOCK. 7. ANY SHARES PURCHASED BY THE CORPOR

TO THE CORPORATION AT ITS PRINCIPAL OFFICE, AND IN CASE OF NOTICE TO A STOCKHOLDER OR ANYONE CLAIMING THROUGH OR UNDER HIM, TO SUCH PERSON AT THE ADDRESS OF SUCH STOCKHOLDER APPEARING ON THE BOOKS OF THE CORPORATION AT THE TIME OF SUCH NOTICE, AND SHALL BE DEEMED GIVEN UPON THE DATE OF THE FIRST ATTEMPTED DELIVERY OF SUCH NOTICE BY THE POSTAL SERVICE AS SHOWN ON THE RECEIPT FOR SUCH NOTICE OR THE RETURNED ITEM ITSELF, BUT THESE PROVISIONS SHALL NOT PREVENT THE GIVING OF ACTUAL NOTICE IN ANY OTHER MANNER. 9. NO TRANSFER OR OTHER DISPOSITION OF SHARES OF STOCK IN VIOLATION OF THE FOREGOING PROVISIONS SHALL BE VALID OR ENTITLE ANY PERSON TO HAVE ANY SHARES TRANSFERRED UPON THE BOOKS OF THE CORPORATION. EVERY HOLDER OF A SHARE OF SUCH STOCK OF THE CORPORATION, WHETHER AN ORIGINAL HOLDER, OR ONE CLAIMING THROUGH OR UNDER A STOCKHOLDER, SHALL BE HELD BY THE FACT OF HIS ACCEPTANCE OF SHARES TO HAVE ASSENTED TO THE PROVISIONS OF THIS ARTICLE V, AND SHALL HOLD SAID SHARES SUBJECT HERETO. 10. THE FOREGOING PROVISIONS SHALL NOT APPLY TO, OR IN ANY WAY RESTRICT, THE SALE OR TRANSFER OF ANY SHARES OF STOCK OF THE CORPORATION: I. BY A REGISTERED HOLDER OR HIS LEGAL REPRESENTATIVE TO ONE OR MORE TRUSTEES FOR THE BENEFIT OF THE SAME; OR II TO ONE OR MORE VOTING TRUSTEES UNDER A VOTING TRUST AGREEMENT TO WHICH THE HOLDERS OF ALL OF THE OUTSTANDING COMMON STOCK ARE PARTIES.

ARTICLE VI

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

THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE WHICH IT WOULD HAVE THE POWER TO CONDUCT BY ITSELF. MEETINGS OF THE STOCKHOLDERS OF THIS CORPORATION MAY BE HELD ANYWHERE WITHIN THE UNITED STATES, AS THE DIRECTORS MAY DETERMINE. MEETINGS OF DIRECTORS AND STOCKHOLDERS MAY BE HELD TELEPHONICALLY OR ELECTRONICALLY AS THE DIRECTORS MAY DETERMINE. THE DIRECTORS SHALL HAVE THE POWER TO FIX, FROM TIME TO TIME, THEIR OWN COMPENSATION AND THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CORPORATION. TO THE FULLEST EXTENT THAT CHAPTER 156B OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (OR ANY SUCCESSOR PROVISION), AS THE SAME EXISTS OR MAY HEREAFTER BE AMENDED, PERMITS ELIMINATION OR LIMITATION OF THE LIABILITY OF DIRECTORS, NO DIRECTOR SHALL BE LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES ON ACCOUNT OF ANY BREACH OF THE FIDUCIARY DUTIES OF SUCH DIRECTOR. SO AS TO INDUCE OFFICERS AND DIRECTORS OF THE CORPORATION (INCLUDING PERSONS ELECTED BY THE DIRECTORS TO FILL VACANCIES IN THE BOARD OR IN SUCH OFFICES) TO SERVE AS SUCH, AND TO INDUCE OTHERS TO SERVE AS SUCH, AND AS PARTIAL CONSIDERATION FOR SUCH SERVICES, TO THE EXTENT LEGALLY PERMISSIBLE THE CORPORATION SHALL REIMBURSE, EXONERATE, HOLD HARMLESS AND INDEMNIFY EACH PRESENT AND FUTURE DIRECTOR AND OFFICER OF THE CORPORATION FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES TO WHICH HE MAY BECOME SUBJECT BY REASON OF HIS BEING A DIRECTOR OR OFFICER, OR BY REASON OF HIS ACTS OR OMISSIONS AS A DIRECTOR OR OFFICER, AND SHALL REIMBURSE, EXONERATE, HOLD HARMLESS AND INDEMNIFY EACH SUCH DIRECTOR AND OFFICER FOR ALL LEGAL AND OTHER EXPENSES REASONABLY PAID OR INCURRED BY HIM IN CONNECTION WITH ANY SUCH CLAIMS OR LIABILITIES, WHETHER OR NOT HE HAD CEASED TO BE A DIRECTOR OR OFFICER OF THE CORPORATION.

FICERS SHALL NOT BE EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THEY MAY BE LAWFULLY ENTITLED. THE DIRECTORS SHALL FURTHER HAVE THE RIGHT TO AUTHORIZE INDEMNIFICATION BY THE CORPORATION UP TO THE EXTENT ABOVE STATED OF EMPLOYEES AND OTHER AGENTS OF THE CORPORATION (INCLUDING PERSONS WHO SERVE AT ITS REQUEST AS DIRECTORS OR OFFICERS OF ANOTHER ORGANIZATION IN WHICH IT OWNS SHARES OR OF WHICH IT IS A CREDITOR) AND ANY SUCH INDEMNIFICATION MAY BE PROVIDED ALTHOUGH THE PERSON TO BE INDEMNIFIED IS NO LONGER AN OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE CORPORATION.

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 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.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: ERICA S. CANNAROZZI
 No. and Street: 68 WILLOW STREET
 City or Town: ACTON State: MA Zip: 01720 Country: USA

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):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ERICA S CANNAROZZI	68 WILLOW STREET ACTON, MA 01720 US
TREASURER	ERICA S CANNAROZZI	68 WILLOW STREET ACTON, MA 01720 US
SECRETARY	ERICA S CANNAROZZI	68 WILLOW STREET ACTON, MA 01720 US
DIRECTOR	ERICA S CANNAROZZI	68 WILLOW STREET ACTON, MA 01720 US

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 68 WILLOW STREET
City or Town: ACTON State: MA Zip: 01720 Country: US

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 68 WILLOW STREET
City or Town: ACTON State: MA Zip: 01720 Country: USA

which is

☒ its principal office
☐ an office of its secretary/assistant secretary
☐ an office of its transfer agent
☐ its registered office

Signed this 18 Day of November, 2014 at 2:27:03 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

ERICA S CANNAROZZI

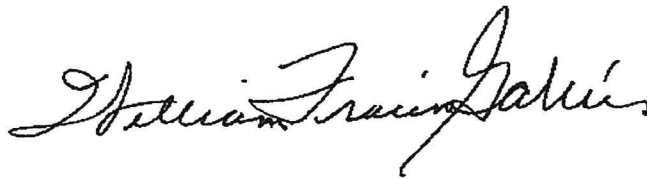
MA SOC Filing Number: 201403071860 Date: 11/18/2014 2:25:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

November 18, 2014 02:25 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

COMMERCIAL LEASE

1. PARTIES **SAMUEL J. CANNAROZZI, as he is Trustee of SIERRAS REALTY TRUST, , a trust created by an instrument dated December 29, 1989 recorded with the Middlesex Registry of Deeds at Book 21117, Page 236LESSOR, which expression shall include its successors, and assigns where the context so admits, does hereby lease to CARLISLE RIVER INC.**
2. PREMISES **LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:**

The premises known and numbered as 470 North Road, Sudbury, Massachusetts.
3. TERM **The term of this lease shall be for ten (10) years commencing on November 19, 2014 and ending on November 18, 2024.**
4. RENT **Base Rent.**

The LESSEE shall pay to the LESSOR fixed base rent at the rate of **\$48,079** dollars per year, payable in advance in monthly installments of **\$4,006.58**, subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction.

Additional Rent.

Real Estate Taxes. LESSEE shall pay LESSOR the amount of the real estate taxes (which shall include all betterment assessments) attributable to the demised premises for any tax year falling wholly or in part within the term. Tenant's tax share shall be paid in equal monthly installments as additional rent hereunder, in the same time and manner as the base rent. The amount of LESSEE=s monthly installments shall be increased or decreased, as the case may be, upon LESSEE=s receipt of an estimate by LESSOR of real estate taxes for the then current tax year. LESSOR shall send LESSEE an annual statement showing the total of LESSEE=s payments for real estate taxes for the then current tax year. In the event that LESSEE=s payments of real estate taxes for a tax year as shown in said annual statement exceeds the amount of LESSEE's payments for that tax year, LESSEE shall forthwith pay the balance of its share of such real estate taxes; in the event that LESSEE's share of real estate taxes is less than the amount of LESSEE's payments for any tax year, the excess of such payments shall be applied to LESSEE's payments for the next succeeding tax year. In the event that LESSOR obtains an abatement of real estate taxes for any tax year during the term hereof, then LESSEE's tax payments for such tax year shall be adjusted to reflect such abatement. LESSOR shall, prior to calculating such adjustment, be entitled to recover any fees incurred in prosecuting such abatement, including, without limitation, the cost of attorneys' and experts' fees, together with an administrative charge of fifteen (15%) percent of the amount of such abatement for time expended by LESSOR's representatives in prosecuting such abatement.

Insurance. LESSEE shall pay LESSOR the amount of insurance premiums incurred by the LESSOR attributable to the demised premises for any coverage year falling wholly or in part within the term. LESSOR shall send LESSEE an annual statement showing the total of LESSEE's payments or bills for insurance coverage and LESSEE will pay said insurance premiums within fourteen (14) days of receipt of said copy of the insurance tax bill. LESSEE may opt to pay estimated insurance premiums, in whole or in part, in anticipation of the LESSOR's receipt of the actual insurance bill. LESSOR shall give LESSEE credit for any payments received by LESSOR prior to its receipt of the insurance bill, said payments having been designated by the LESSEE as "Estimated Insurance Payment".
5. UTILITIES **The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises. The LESSOR agrees to provide all other utility service all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.**

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.
6. USE OF LEASED **The LESSEE shall use the leased premises only for those uses allowed in Town of Sudbury.**

PREMISES

7. COMPLIANCE
WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

8. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

9. MAINTENANCE

A. LESSEE'S
OBLIGATIONS

The LESSEE agrees to maintain the interior of the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. LESSOR'S
OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

10. ALTERATIONS -

The LESSEE may make structural alterations, additions, or non-structural alterations to the leased premises, provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.

Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

11. ASSIGNMENT-
SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease. **In the event that the LESSOR consents to an assignment or a sublet, LESSEE shall pay to LESSOR, as additional rent, ninety (90) percent of any increase over the rent reserved hereunder charged by the LESSEE to its assignee or subtenant.**

12. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.

13. LESSOR'S
ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

14. INDEMNIFICATION AND LIABILITY The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by any negligence or misconduct occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the parking areas and sidewalks bordering upon the leased premises shall be LESSOR's responsibility.
15. LESSEE'S LIABILITY INSURANCE The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$1,000,000 with property damage insurance in limits of \$1,000,000 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
16. FIRE, CASUALTY-EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
 - (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
- The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, properly, or equipment.
17. DEFAULT AND BANKRUPTCY In the event that:
- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
 - (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
 - (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,
- then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 18 percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.
18. NOTICE Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at 68 WILLOW STREET, ACTON, MASSACHUSETTS 01720.
19. SURRENDER The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and

lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

20. CONDITION OF
PREMISES

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.

21. FORCE
MAJEURE

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

22. LATE
CHARGE

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

23. LIABILITY
OF OWNER

No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

24. CLEANING


The LESSEE shall keep the leased premises in a clean and sanitary condition, free of rodents and vermin. The LESSEE shall suitably store all trash and rubbish and arrange for the removal thereof at least daily to the common dumpster provided by the LESSOR. The LESSOR shall be responsible for cleaning the common hallways, walkways and lavatories serving the leased premises.

25. SIGNS


Subject to the LESSEE=s obtaining all necessary governmental licenses and permits therefor, the LESSOR shall not unreasonably withhold its consent pursuant to Article 11A to the installation by the LESSEE at its expense of appropriate signs outside the building identifying the LESSEE=s business in the leased premises.

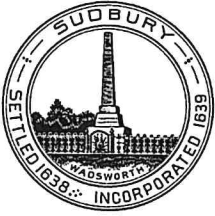
IN WITNESS HEREOF, the said parties hereunto set their hands and seals this 19th day of November, 2014.

LESSEE:
CARLISLE RIVER INC
By


Erica S. Cannarozzi, President

LESSOR:
SIERRAS REALTY TRUST
By


Samuel J. Cannarozzi, Trustee

**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

Alcohol Rules & Regulations Acknowledgement Receipt

Please complete the form below and return to:
Selectmen's Office
278 Old Sudbury Rd
Sudbury, MA 01776

I hereby acknowledge that I have received, read and understand the Town of Sudbury Alcohol Rules & Regulations.

Business Name: Carlisle River Inc. D/B/A Erica's Restaurant

Print Recipient Name: Erica Camarozzi, President

Erica Camarozzi
Recipient Signature

2/19/15
Date

Erica's Restaurant All Alcoholic Beverages License

Department Feedback

Fire Department Approval:

From: Whalen, John
Sent: Thursday, February 19, 2015 8:45 AM
To: Frank, Leila; Miles, William
Subject: RE: Reminder: Alcohol License Applications Feedback

The Fire Department has **NO ISSUES** with these two applications, we will be conducting fire and safety inspections before they open.

John M. Whalen
Assistant Fire Chief
Sudbury Fire Dept.
978-443-2239

Building Department Approval:

From: Herweck, Mark
Sent: Tuesday, February 17, 2015 1:13 PM
Subject: RE: 2 of 2 Alcohol License Applications: Erica's Restaurant

Hi Leila; Building has **NO ISSUES**.

Police Department Approval:

From: Nix, Scott
Sent: Thursday, February 19, 2015 9:14 AM
To: Frank, Leila; Grady, Robert
Subject: RE: Reminder: Alcohol License Applications Feedback

The police department **DOES NOT HAVE ANY ISSUES** with either applicant.

Scott

Attachment: Erica's Department Approvals (1203 : Erica's Restaurant All Alcoholic Beverages Restaurant License)



Town of Sudbury

Board of Health

DPW Office Building
275 Old Lancaster Road
Sudbury, MA 01776
978 443-2209 x1379

2/13/15

MEMO

To: Board of Selectman

From: Bill Murphy, Health Director

Re: Erica's Restaurant (formally Sierra's)

I met with the applicants recently to discuss the proposed establishment. Additional equipment and modifications to the building will require Board of Health approval to ensure compliance with 105 CMR 590.000. Minimum Sanitation Standards for Food Establishments.

The applicants indicated there are no proposed changes to the existing bar area. A preopening inspection will be required, prior to opening, to verify the operation is clean, safe, and sanitary.

A review of past inspection reports indicated the owners obtained mandated food service manager certifications there were no critical violations during routine inspections.

Therefore, there are no objections for a liquor license at this time.

ALL ALCOHOL/WINE & MALT LICENSE REQUEST CHECKLIST

INFORMATION REQUIRED	DETAILS/COMPLETION DATE
Applicant	Erica's Restaurant
Date of submission (30 day limit for Public Hearing)	2/4/15
Contact	Erica Cannarozzi
Phone No.	
Email address	
Review application & provide Alcohol Rules & Regulations	2/12/15
Scan application, removing Personal Information, Manager Application & CORI Forms, ID and Bank Statements	2/12/15
Town Counsel to review application	2/4/15
Public hearing notice submitted to newspaper	2/6/15
Copies of Notice to Dept. Heads requesting feedback due a week before meeting: Building Inspector Board of Health Fire Chief Police Chief	
Compile department responses for BOS submission	2/12/15
Generate abutters list and send Newspaper Notice to abutters, applicant and attorney (if applicable) via certified mail	2/12/15
Email/call applicant with hearing date reminder	2/19/15
Prepare all licenses for BOS meeting	2/13/15
Prepare ABCC Form 43 & Abutters Affidavit for BOS meeting	2/13/15
Conduct CORI check	2/13/15

ABCC QUOTA of Sudbury licenses: 32

Sec. 12: Pouring Licenses: 23

Sec. 15: Package Stores: 9

Licenses ISSUED to date: 22

Sec. 12: Pouring Licenses: 18

Sec. 15: Package Stores: 4

Breakdown of License Quota:

Pouring All Alcohol: 18 Wine & Malt: 5

Package All Alcohol: 4 Wine & Malt: 5

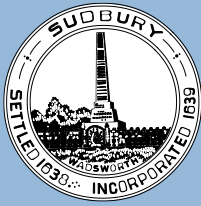
Breakdown of Licenses Issued:

Pouring All Alcohol: 14 Wine & Malt: 4

Package All Alcohol: 3 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.

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

TIMED ITEM**3: Vocational Education Options Committee Report****REQUESTOR SECTION**

Date of request: February 18, 2015

Requestor: Selectman Pat Brown

Formal Title: Discuss the report of the Vocational Education Options Committee and possibly vote on next steps

Recommendations/Suggested Motion/Vote: Discuss the report of the Vocational Education Options Committee and possibly vote on next steps

Background Information:

See attached final report and appendix

Financial impact expected:N/A

Approximate agenda time requested: 20 minutes

Representative(s) expected to attend meeting: VEOC members

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

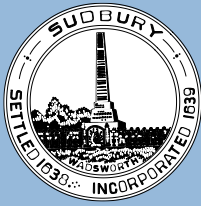
Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Sudbury Vocational Education Options Committee
Report can be found here:

https://sudbury.ma.us/veoc/?attachment_id=61

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

TIMED ITEM**4: Joint meeting with FinCom****REQUESTOR SECTION**

Date of request:

Requestor: Susan Berry, FinCom Chairman

Formal Title: Joint meeting with Finance Committee to discuss FY16 Budget and other issues

Recommendations/Suggested Motion/Vote: Joint meeting with Finance Committee to discuss FY16 Budget and other issues

Background Information:
attached

Financial impact expected:

Approximate agenda time requested: 20 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

DRAFT - FOR DISCUSSION PURPOSES ONLY

Town of Sudbury

Free Cash Policy

Effective date: xx/xx/xx

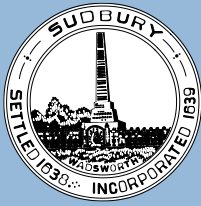
Adopted by Board of Selectmen: xx/xx/xx

This policy sets forth the guidelines for determining the use of certified free cash for the Town of Sudbury. The amount of free cash available is certified by the Director of Accounts at the Massachusetts Department of Revenue's (DOR) Division of Local Services. Free cash is certified upon application by the Town after the end of the fiscal year (June 30).

To the extent the Town has certified free cash, the following guidelines should be adhered to:

- 1) The Town should maintain a level of unallocated free cash equal to at least one-half of one percent (1/2%) of the current year's operating budget. This reserve is to be used to the extent that there is a revenue shortfall in the current year's operating budget and can be used as an emergency revenue source with a majority vote at Town Meeting.
- 2) Excess free cash should be used to replenish the general stabilization fund to the extent that the fund balance is below five percent (5%) of projected general fund operating revenues for the next fiscal year. This will help us maintain our reserves within DOR guidelines. A transfer to the stabilization fund is subject to a 2/3 vote at Town Meeting.
- 3) To the extent there is surplus certified free cash remaining, the surplus may be used on the following expenditures as determined and voted on by the Board of Selectmen and approved by a majority vote at Town Meeting:
 - If the projected operating budgets will force the Town into an override situation, excess free cash may be used to reduce the tax levy.
 - Purchase of capital assets as recommended by the Capital Improvement Advisory Committee (CIAC).
 - Extraordinary repairs to buildings, roads and other infrastructure that would prolong the useful life of such assets.
 - Payment towards OPEB obligations
 - Any other expenditures allowed by law as determined by the Board of Selectmen

This policy is to be reviewed by the Finance Committee on an annual basis and the committee may recommend changes to the policy as deemed necessary.



SUDBURY BOARD OF SELECTMEN
Tuesday, February 24, 2015

5

MISCELLANEOUS (UNTIMED)
5: Interim Town Manager Contract

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Question of voting to approve Interim Town Manager Contract

Recommendations/Suggested Motion/Vote: Question of voting to approve Interim Town Manager Contract

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



Town of Sudbury

Town Manager's Office

Townmanager@sudbury.ma.us

278 Old Sudbury Road
Sudbury MA 01776
978-639-3385
Maureen G. Valente, Town Manager
<http://www.sudbury.ma.us>

Date: February 19, 2015
To: Board of Selectmen
From: Maureen G. Valente, Town Manager
Subject: Final agreement for Interim Town Manager

I have attached a clean signing version of the agreement and a red-lined version.

There are three changes from what you saw on Wednesday February 18, as follows:

1. The change that you asked be made to section 1.
2. Restatement of the commencement period, per the recommendation of Town Counsel Barbara Saint Andre, on page 3, section 2.
3. Clarification of rate of compensation for the sell back of unused vacation days in FY16, also per the recommendation of Town Counsel.

With these changes, Town Counsel is OK with the agreement, as is Ms. Bilodeau.

Attachment: MG V memo_special on Bilodeau agreement (1212 : Interim Town Manager Contract)

EMPLOYMENT AGREEMENT FOR INTERIM TOWN MANAGER

by and between

TOWN OF SUDBURY, MASSACHUSETTS

and

Maryanne Bilodeau

Attachment: Bilodeau agreement final for signing 2 24 15 (1212 : Interim Town Manager Contract)

EMPLOYMENT AGREEMENT FOR INTERIM TOWN MANAGER

TOWN OF SUDBURY, MASSACHUSETTS

This AGREEMENT pursuant to Massachusetts General Laws, Chapter 41, Section 108N, is made and entered into by and between the Town of Sudbury, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen (hereinafter called "the Board"), who act hereunder in their representative capacity only and without any personal liability to themselves, as party of the first part, and Maryanne Bilodeau (hereinafter the "Interim Town Manager,") as party of the second part, for Interim Town Manager, both of whom agree as follows:

WHEREAS, The Town of Sudbury, Massachusetts, through its Board of Selectmen duly authorized, seeks to provide for the services of a competent and professional Interim Town Manager for the general purposes of successfully performing the functions of that office pursuant to requirements of Town By-Laws and other laws of the Commonwealth of Massachusetts, including Chapter 131 of the Acts of 1994 (hereinafter the "Special Act"), and otherwise satisfactorily achieving the policy objectives of the Board of Selectmen as specified by those bodies and as may be modified from time to time by their official acts; and

WHEREAS, Maryanne Bilodeau is willing to be appointed as the Interim Town Manager of Sudbury on the basis of taking a Leave of Absence from her position as Asst. Town Manager/HR Director; and undertakes to execute the duties and responsibilities of that office and otherwise to perform the duties and responsibilities that may be assigned to her from time to time to the reasonable satisfaction of the Board of Selectmen.

NOW, THEREFORE, THE BOARD OF SELECTMEN OF THE TOWN OF SUDBURY hereby appoints Maryanne Bilodeau to the office of Interim Town Manager of the Town of Sudbury in accordance with the provisions of the Special Act, and General Laws of the Commonwealth of Massachusetts.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Employment and Term

The Board hereby employs the Interim Town Manager and the Interim Town Manager hereby accepts such employment in accordance with the terms and conditions of this Agreement. The Board has appointed the Interim Town Manager to serve for a term commencing at 5PM on February 27, 2015, and ending June 30, 2015 unless a new Town Manager is appointed and begins work before that date.

The Interim Town Manager agrees to notify the Board by June 1, 2015 if she intends to not extend the agreement beyond June 30, 2015.

The Board of Selectmen may extend this agreement for another 90 days with the consent of the Interim Town Manager. Beyond this, a new agreement may be negotiated.

Attachment: Bilodeau agreement final for signing 2 24 15 (1212 : Interim Town Manager Contract)

Upon completion of services as the Interim Town Manager as described in this Agreement, the Interim Town Manager shall be returned to her position as Asst. Town Manager/HR Director at the same rate of compensation and benefits that would exist had she not been appointed as Interim Town Manager, including any scheduled salary or benefit increases.

This Agreement, subject to such modifications as provided for herein, shall remain in force and effect throughout the duration of the appointment of Maryanne Bilodeau as the Interim Town Manager of the Town of Sudbury.

The position of Interim Town Manager is a full-time position, and the individual filling that position shall devote her full time to carrying out the responsibilities and duties of that position, and shall not engage in any other employment or consultant activities without the express prior written consent of the Board of Selectmen duly given by vote of said Board.

2. Compensation

In consideration of the performance by the Interim Town Manager of her described duties to the satisfaction of the Board, the Interim Town Manager shall receive the following compensation during her employment.

For the period commencing on February 27, 2015 at 5 pm as specified in Section 1, and ending as described in Section 1, the Interim Town Manager shall be paid at the annualized rate of \$146,000 per year. If this agreement extends past June 30, 2015 and the Interim Town Manager is still serving in that capacity, she shall receive whatever cost of living adjustment may be provided to the other Senior Department Heads of the Town.

3. Additional Benefits and Professional Development

Any benefits currently being received by and/or available to the Interim Town Manager, as of the execution of this Agreement, shall continue for the duration of this Agreement, including Professional Development.

The following additional benefits shall apply to the Interim Town Manager:

A) The Interim Town Manager will receive, in addition to her annual salary, an automobile allowance of \$458 per month. This shall pay the Interim Town Manager for use of a personal vehicle in the course of performing the duties of the office of Town Manager. This allowance is meant to cover mileage, tolls, and parking for in-state travel of the Interim Town Manager. Out-of-state travel with her personal vehicle for Town business shall be reimbursed according to approved Town reimbursement rates.

B) The Interim Town Manager may carry over any unused vacation time as of June 30th into the FY16 regardless of position she will hold with the Town in FY 16. The Interim Town Manager may elect to sell back to the Town of Sudbury up to 10 days of unused vacation time at the end of her appointment as Interim Town Manager at the rate of compensation she was earning as Interim Town Manager. If the Interim Town Manager elects to carry over vacation, she may not carry any unused vacation time into FY17.

4. Duties and Responsibilities

The duties and responsibilities of the Interim Town Manager shall be those duties and responsibilities as set forth in Chapter 131 of the Acts of 1994 establishing the position of Town Manager in the Town of Sudbury.

The Board of Selectmen shall take all steps necessary to secure additional funding in FY 15 so that the Interim Town Manager can find a temporary replacement for the Assistant Town Manager/HR Director opening created by this appointment.

5. Termination of Agreement

A. The Board may terminate this Agreement prior to its stated expiration date by (a) a four-fifth (4/5) vote by the Board of Selectmen and (b) at least 30 day notice to the Interim Town Manager. The effective date of such a termination shall be determined by the Board.

If the Interim Town Manager Agreement is terminated in accordance with this subsection (A), or she no longer wishes to serve as Interim Town Manager beyond the term of this Agreement, she shall be returned to her prior position of Asst. Town Manager/HR Director, at the same rate of compensation and benefits that would exist had she not been appointed to her term as Interim Town Manager.

B. The Interim Town Manager may resign from the Interim position and terminate this Agreement with at least thirty days written notice to the Board. A copy of the resignation letter should be filed with the Town Clerk. Upon the effective date of such resignation, the Interim Town Manager shall be paid all base salary and other benefits which may have accrued as of such date and return to her prior position with the Town on that date, at the same rate of compensation and benefits that would exist had she not been appointed to her term as Interim Town Manager.

6. Indemnification

A. In addition to the requirements of Massachusetts General Law Chapter 258, the Town acknowledges it has accepted the provisions of MGL Chapter 258, section 13. The Town shall defend, hold harmless and indemnify the Interim Town Manager against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of her duties as Interim Town Manager, except an intentional violation of civil rights of any person, even if said claim has been made following her termination from employment, provided that the Interim Town Manager acted within the scope of her duties, in an amount not to exceed one million dollars. The Town shall pay the amount of any settlement or judgment rendered thereon up to the limit provided in Chapter 258, section 13. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Interim Town Manager.

B. The Town shall reimburse the Interim Town Manager for reasonable attorneys' fees and costs incurred by the Interim Town Manager, which may arise out of the performance of her duties as Interim Town Manager.

C. If the Interim Town Manager is required to return to testify in any legal matter or is otherwise compelled to return to Sudbury after she has left the employment of the Town for a matter related to her employment as Interim Town Manager, the Town shall pay all costs of travel and lodging in connection with this matter as well as compensate her at the rate of compensation she was paid when she left the Town's employment.

D. This section shall survive the termination of this Agreement.

7. General Provisions

A. This Agreement may be amended at any time, in writing, by mutual consent of the parties except as otherwise provided for herein. Should the duties/responsibilities of the Interim Town Manager change due to a change in government structure, both parties agree to meet and discuss reasonable modifications to the terms of this Agreement, any change must be satisfactory to both parties.

B. If any portion of this Agreement is in conflict with any provision of any Town by-law in existence as of the date hereof: or subsequently enacted, then this Agreement shall govern to the extent permissible under law. Neither party shall be deemed to have reduced or waived any of its rights, duties or obligations as provided for by virtue of having entered into this Agreement.

C. Should any section, paragraph, sentence, clause, phrase or word of this Agreement be declared invalid by a proper authority, such declaration shall not affect the remaining portions of this Agreement.

D. This Agreement shall take effect on execution.

E. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association, before one arbitrator, and shall be enforceable in any Court having competent jurisdiction, provided however that in the arbitration of any controversy or claim relating to the termination of the Interim Town Manager's employment, the arbitrator shall not have the authority to order reinstatement of the Interim Town Manager without the consent of the Board of Selectmen and any award shall be limited to appropriate monetary relief.

F. This Agreement contains the entire Agreement between the Board and the Interim Town Manager and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This agreement may be amended only in writing signed by both parties.

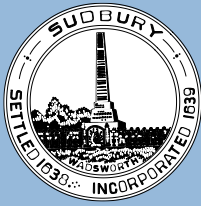
TOWN OF SUDBURY
By Its Board of Selectmen

Maryanne Bilodeau

Dated: February ____, 2015

Dated: February ____, 2015

Attachment: Bilodeau agreement final for signing 2 24 15 (1212 : Interim Town Manager Contract)



SUDBURY BOARD OF SELECTMEN
Tuesday, February 24, 2015

6

MISCELLANEOUS (UNTIMED)
6: Town Manager Search Discussion

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Town Manager search discussion and review of draft Request for Proposals

Recommendations/Suggested Motion/Vote: Town Manager search discussion and review of draft Request for Proposals

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



Town of Sudbury

Town Manager's Office

Townmanager@sudbury.ma.us

278 Old Sudbury Road
Sudbury MA 01776
978-639-3385

Maureen G. Valente, Town Manager

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

Date: February 19, 2015
To: Board of Selectmen
From: Maureen G. Valente, Town Manager *Maureen*
Subject: Draft RFP for executive recruiting consultant

I have drafted an RFP for your consideration for the purpose of securing a consultant to assist you with the Town Manager search. There are some policy issues for you to consider before approving this RFP.

1. Calendar. I have suggested dates which may be seen as aggressive. Below are the dates as outlined in the RFP. It is up to you to determine if these dates are workable or you would like to change them. I am only providing a framework for you to work from. I highlighted each date in the document with a box and yellow shading so you may find them more easily.
 - a. Issuance date: March 12, assuming you vote to approve and issue at your meeting on March 10.
 - b. Proposal Due Date: April 2, so that you may review in your packet and be ready for interviewing firms at your meeting on April 7.
 - c. Interview of firms: April 7 Board of Selectmen meeting
 - d. Week of April 13: Board holds a special meeting to vote award of the Contract if such a vote not held at the April 7 Board meeting
 - e. Weeks of April 20 and April 27 – finalization of contract with consultant
 - f. May 4: Consultant to begin work.
 - g. October 1: New Town Manager begins
2. Role of a Screening or Search Committee. This affects the tasks in the Scope of Work on page 2. You may want to ask Town Counsel to advise you on the Open Meeting aspects of preliminary screening of applicants. I believe it would be to the advantage of the Town to have the preliminary screening process be done in Executive Session so that only those applications deemed to be "finalists" are made public. So the question of WHO will be screening the applications is very important, as this will produce the pool of finalists for the Board's consideration. You may want to have this be an additional item for the scope of work – to have the consultant advise and work with the Board on use of a screening/search committee.

Please let me know if I may provide any other information to assist you with this. Barbara Saint Andre has reviewed and approved the RFP.

**TOWN OF SUDBURY
Board of Selectmen
278 Old Sudbury Road
Sudbury MA 01776**

REQUEST FOR PROPOSALS

SEARCH FIRM TO ASSIST WITH TOWN MANAGER RECRUITMENT

OVERVIEW

The Town of Sudbury is seeking to recruit a Town Manager, the third in the Town's history. The Town adopted the position of Town Manager when the Board of Selectmen- Town Manager Special Act was enacted in 1996. The Town Manager reports to a 5 person Board of Selectmen and is assisted in his/her work by an Assistant Town Manager and a dedicated team of Senior Managers, department heads and employees. The Town is also fortunate to be served by both elected and appointed volunteer Boards, Commissions and Committees who take an active role in the governance of the Town. Sudbury, a community of 18,000 residents, has an open Town Meeting form of government.

Following is the Scope of Services for the Town of Sudbury to employ consultant or executive recruitment services for the recruitment of a Town Manager. It is important that the process includes public participation and input from a wide variety of stakeholders. The appointee to the Town Manager position will serve in accordance with the Special Act. The link to the Special Act is posted on Town's website at https://sudbury.ma.us/selectmen/?attachment_id=224

SCHEDULE AND TIME LINE

The Request for Proposals (RFP) will be available in the Sudbury Selectmen's Office, Sudbury Town Building, 278 Old Sudbury Road, Sudbury MA 01776, after 9:00 AM on **Thursday, March 12, 2015.** The RFP is available via email by contacting Patty Golden in the Board of Selectmen's office:

goldenp@sudbury.ma.us.

Inquiries involving procedural or technical matters related to the Request for Proposals shall be submitted in writing and received no later than three (3) business days prior to the time the proposals are due as stated in the advertisement, and must be directed:

Via US Mail:
Patty Golden
Senior Administrative Assistant to the Town Manager
Board of Selectmen's Office
278 Old Sudbury Road
Sudbury, MA 01776

Via Fax:
978-443-0756

Via Email:
goldenp@sudbury.ma.us

Proposals will be received until **10:00 a.m. (Boston time) on Thursday April 2, 2015.** E-MAILED AND FAXED PROPOSALS WILL NOT BE ACCEPTED. It is the proposer's sole responsibility to submit the proposal before the deadline, and the Town is not responsible for delays in deliveries, deliveries attempted when Town offices are closed, mistakes in deliveries, or any other reason for a proposal that is not submitted prior to the deadline

Interviews of qualified proposers will be **held on the evening of April 7, 2015.** The award of this contract, if any, will be no later than sixty (60) days after the deadline for the submission of proposals. In accordance with the provisions of M.G.L. c.30B, §9, the Town of Sudbury reserves the right to waive any informality in any or all proposals, or to reject any or all proposals, if it is in the public interest to do so.

SCOPE OF WORK

The Town of Sudbury (Town) seeks proposals from executive search consultants experienced in recruiting municipal executives in Massachusetts to assist the Town in recruiting highly qualified candidates for Sudbury's next Town Manager.

The Consultant shall work with the Board of Selectmen, Senior Staff of the Town and an appointed Screening Committee to actively source, recruit, evaluate suitability of, interview and refer qualified candidates to the Town of Sudbury for the position of Town Manager.

The scope of work will include, but not be limited to, a process which includes the following:

- Consultant shall assist the Board of Selectmen, Senior Staff and designated Screening Committee in soliciting community input and feedback regarding the traits and management style desired in a new Town Manager. This item shall include assistance in developing the process for soliciting opinions, creating vehicles for eliciting stakeholder feedback and compiling results and publishing conclusions. Consultant will present a written report to the Board of Selectmen with findings and recommendations from stakeholder interviews and other information gathering efforts.
- Consultant shall assist the Board of Selectmen in establishing selection criteria for evaluating Town Manager candidates.
- Consultant shall work with the Board of Selectmen and Interim Town Manager to develop descriptive documents for prospective candidates. The descriptive documents shall include background statements and expectations regarding the Town Manager position for prospective candidates as well as marketing information regarding the Town for distribution to prospective candidates.

- Consultant shall conduct networking and other search activities to generate a diverse pool of highly qualified prospective candidates who meet the Board of Selectmen's selection criteria. These activities shall include, at a minimum, publishing the vacancy using regional and national means. Consultant shall focus on identifying potential candidates, screening them for suitability with the Town of Sudbury, motivating them to interview for the position of Town Manager.
- Consultant shall work with Board of Selectmen, and Screening Committee to review resumes of qualified applicants, schedule interviews with the Screening Committee and, then, for finalists, with the Selectmen. Consultant shall provide training and guidance to the Screening Committee and Board of Selectmen in areas of human resources best practices and legal requirements and instructions applicable through the process.
- Consultant shall check references on finalist, extend the offer of employment, review benefits, and generally assist in the hiring process in ways and at the times requested by the Board of Selectmen or the Town's HR department.
- Consultant shall provide sufficient notification to all candidates who applied but were not selected for initial interviews and, also for those interviewed but not offered the position.
- Consultant shall act at all times in an attentive, ethical, and responsible manner so as to represent the Town of Sudbury with the utmost concern for its interests, goals and image with candidates, other communities, and members of the general public.

PROPOSAL SUBMISSION REQUIREMENTS

Failure to submit documents requested may result in the Town's determination that a proposal is nonresponsive unless the Town deems such a failure to be a minor informality.

There are two components to the Proposal:

- A) Technical Proposal, including information about the proposer, references, and the services to be provided; and
- B) Price Proposal, including a fixed price fee for services to be rendered under the terms of the contract.

A) TECHNICAL PROPOSAL

The following documentation must be contained in the Technical Proposal to prove responsiveness to each required element. Technical Proposals received without the required documentation for each required element may be deemed unresponsive. Technical Proposals must be arranged in the order specified below, with responses and documentation separated by tabs or index dividers. Each page of the Technical Proposal must contain a footer with the page number.

Required Elements of the Technical Proposal:

- Table of Contents, showing where required information can be found by section and page.

- Letter of Interest, including the firm's history and the name of the principal or “lead consultant” who will be assigned to work directly with the Town on this search. Proposers are directed to note that the contract will require that the same principal or “lead consultant” be assigned to this contract for the duration of the search process, through and including the hiring of a Town Manager for the Town of Sudbury.
- An Organizational Chart, if the Proposer is a firm or corporation, indicating the name and position of all consultants who will work with the Town on this search. If the Proposer is not a firm or corporation, the Proposer should so state in this section.
- Current Resume(s), including summaries of credentials and number of years of experience providing executive municipal search services for the lead consultant assigned to Sudbury and any additional consultants who will be assigned to work with the Town on this search.
- Description of the Proposer's Approach and Plan for performing services outlined in the Scope of Work (see above), including:
 - Description of how the Proposer will specifically identify and target the needs of the Town in the search for a new Town Manager;
 - Description of the consultant's approach to ensuring community involvement and input;
 - Description of proposed candidate recruitment strategies;
 - Description of the consultant's proposed implementation plan;
 - Proposed timeline with specific milestones;
 - List of Recent Contracts, including name, address and telephone number, of all communities for which the firm has provided similar Town Manager or Town Administrator search services during the past five (5) years and specific persons to contact;
 - References, for a minimum of three (3) comparable executive search projects completed in the past five (5) years;
 - Promotional Material, include advertisements, brochures and other recruitment materials used in Town Manager/Town Administrator searches or promotional literature about the firm;
 - Signed Certificate of Non-Collusion (Included as Attachment A to this RFP);
 - Signed Certificate of Payment of Taxes (Included as Attachment B to this RFP)

B) PRICE PROPOSAL

- The Price Proposal form, included as Attachment C, must be completed and included as the proposer's Price.
- Proposal to prove responsiveness to this requirement. The Price Proposal (one original copy) must be submitted without conditions or exceptions and must be submitted **under separate cover and in a sealed envelope**.
- Price Proposals shall remain in effect for a period of 60 (sixty) calendar days from the date of proposal submittal or until it is formally withdrawn, a contract is executed, or this Request for Proposal is canceled, whichever occurs first.
- Price Proposals submitted without the required form or including other conditions of pricing may be deemed unresponsive.

PROPOSAL SUBMITTAL

Technical and Price Proposals must be submitted in separate sealed envelopes and plainly marked as follows: “TECHNICAL PROPOSAL-Sudbury Town Manager Search”, and “PRICE PROPOSAL-Sudbury Town Manager Search” along with the name of the consultant, consulting firm or executive recruiter clearly marked on both envelopes.

IF PRICES ARE INCLUDED WITHIN THE TECHNICAL PROPOSAL, THE PROPOSAL WILL BE DISQUALIFIED.

- Technical Proposals should be sealed in a separate envelope with one (1) original, nine (9) hard copies, and one (1) CD or thumb drive.
- Price Proposals should be submitted in a sealed envelope of one (1) signed original.
- Both sealed proposals must be submitted together in one envelope or mailer and received in the Board of Selectmen’s office no later than **10:00 a.m. (Boston time), Monday, April 2, 2015 to:**

Patty Golden
Senior Administrative Assistant to the Town Manager
Board of Selectmen’s Office
278 Old Sudbury Road
Sudbury, MA 01776

E-MAILED AND FAXED PROPOSALS WILL NOT BE ACCEPTED. ANY PROPOSALS DELIVERED AFTER THE SUBMITTAL DEADLINE WILL NOT BE COSIDERED AND WILL BE RETURNED UNOPENED.

It is the proposer’s sole responsibility to submit the proposal before the deadline, and the Town is not responsible for delays in deliveries, deliveries attempted when Town offices are closed, mistakes in deliveries, or any other reason for a proposal that is not submitted prior to the deadline. There will be no public opening of proposals. The names and addresses of all parties submitting proposals will be recorded and the proposals will then be provided to the Board of Selectmen and/or their designees selected to evaluate the proposals.

EXAMINATION OF DOCUMENTS

Each Proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all submittal and RFP requirements before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

EVALUATION OF PROPOSALS

Technical Proposals will be opened and evaluated by the Board of Selectmen and/or its designees who will individually rate the proposals. Evaluation of Technical Proposals will be based on weighted, comparative criteria described in this section. The following scale will be used to evaluate each criterion, as well as to determine a composite rating for each proposal:

Highly Advantageous
Advantageous
Not Advantageous
Unacceptable

Proposer's Networking Strategies

Highly Advantageous: The Proposal provides more than three (3) examples of how the Proposer's established networks of professional municipal contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

Advantageous: The Proposal provides three (3) examples of how the Proposer's established networks of professional municipal contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

Not Advantageous: The Proposal provides fewer than three (3) examples of how the Proposer's established networks of professional municipal contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

Unacceptable: The Proposal does not include specific examples of networks the Proposer will use in the search and recruitment process.

Proposer's Experience/Key Personnel

Highly Advantageous: The Proposer has five (5) or more years' experience in conducting successful executive searches with municipalities and other government or non-profit organizations, and during that period has concluded at least three (3) successful searches for a Town Manager/Town Administrator in Massachusetts, one of which must have been for a municipality of similar size and demographics to Sudbury. The Proposer's lead consultant has more than five (5) years' experience conducting Town Manager/Town Administrator searches in Massachusetts.

Advantageous: The Proposer has at least three (3) years' experience in conducting successful executive searches with municipalities, government and other non-profit organizations, and during that period has concluded at least two (2) successful executive searches for a Town Manager/Town Administrator in Massachusetts. The Proposer's lead consultant has at least three (3) years' experience conducting Town Manager/Town Administrator searches in Massachusetts.

Not Advantageous: The Proposer has fewer than three (3) years' experience in successful executive searches with municipalities, government and other non-profit organizations, and during that period has concluded only one successful executive searches for a Town Manager/Town Administrator in Massachusetts. The Proposer's lead consultant has fewer than three (3) years' experience conducting Town Manager/Town Administrator searches in Massachusetts.

Unacceptable: The Proposer has fewer than three (3) years' experience in executive search and hiring processes and has not concluded any successful executive searches for a Town Manager/Town Administrator. The Proposer's lead consultant has no experience conducting a Town Manager/Town Administrator search in Massachusetts.

Proposer's Approach to Ensuring Community Involvement

Highly Advantageous: The Proposal provides more than three (3) project examples where the proposed Lead Consultant for Sudbury Town Manager/Town Administrator search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a Town Manager/Town Administrator.

Advantageous: The Proposal provides three (3) project examples where the proposer Lead Consultant for Sudbury Town Manager/Town Administrator search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a Town Manager/Town Administrator.

Not Advantageous: The Proposal provides fewer than three (3) project examples where the proposer Lead Consultant for Sudbury Town Manager search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a Town Manager.

Unacceptable: The Proposal provides fewer than three (3) project examples where the proposed Lead Consultant has organized, trained and facilitated working groups as part of an executive search process, none of which has led to the hiring of a Town Manager.

Proposer's Implementation Plan and Schedule

Highly Advantageous: The Proposal includes a detailed description and examples of previously successful recruitment strategies and includes a clearly delineated timeline with specific milestones for Sudbury's Town Manager search.

Advantageous: The Proposal includes an outline of some candidate recruitment strategies and an implementation plan that includes some milestones for Sudbury's Town Manager search.

Not Advantageous: The Proposal lacks specific candidate recruitment strategies or specific milestones for Sudbury's Town Manager search.

Unacceptable: The Proposal does not include any information about a proposed implementation plan and schedule.

Proposer's References

Highly Advantageous: All five (5) references were satisfied with the Proposer's work and stated that all executive search tasks were completed within the time frame required.

Advantageous: All five (5) references were satisfied with the Proposer's work and stated that all executive search tasks were completed but not within the time frame(s) required.

Not Advantageous: Fewer than five (5) references were satisfied with the end results.

Unacceptable: The preponderance of references were dissatisfied with the end results.

Proposer's Recruitment Materials

Highly Advantageous: The Proposer includes samples of advertisements, brochures and other forms of candidate outreach from at least five (5) different Town Manager searches with the proposal, at least one (1) of which involves a Town Manager search in Massachusetts.

Advantageous: The Proposer includes samples of advertisements, brochures and other forms of candidate outreach from at least three (3) different executive searches with the proposal, at least one (1) of which involves a Town Manager/Town Administrator search in Massachusetts..

Not Advantageous: The Proposer includes three (3) or fewer samples of advertisements, brochures, and other forms of candidate outreach with the proposal, none of which involve a Town Manager/Town Administrator search.

Unacceptable: The Proposer does not include samples of advertisements, brochures or other forms of candidate outreach.

All Technical Proposals will be given a cumulative ranking based on individual rankings of the following weighted elements, using a scoring sheet included as Attachment D: Proposer's Networking Strategies, Proposer's Experience/Key Personnel, Proposer's Approach to Ensuring Community Involvement, Proposer's Implementation Plan and Schedule, Proposer's Recruitment Materials, and Proposer's References.

The Town of Sudbury Board of Selectmen and/or their designees will invite all Proposers to be interviewed who submitted the most advantageous Technical Proposals, taking into consideration all of the Technical Proposal criteria, and have most advantageous overall evaluation ratings. Interviews will be ranked as follows:

Highly Advantageous: The Lead Consultant for this project was present, clearly stated a plan of action, demonstrated excellent communications skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to all questions.

Advantageous: The Lead Consultant for this project was present, outlined a plan of action, demonstrated excellent communication skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to most of the questions.

Not Advantageous: The Lead Consultant for this project was present but did not present a clear plan of action, or was unable to communicate effectively, or presented other personnel who did not have the experience and skills to work on this project and/or who would not be assigned for the duration of this project, or did not successfully respond to questions.

Unacceptable: The Lead Consultant for this project was not present at the interview or was unable to communicate effectively and did not successfully respond to questions.

At the conclusion of the interviews, a composite rating will be assigned to each Proposal. After review of the composite ranking of the Technical Proposal and interviews, the Price Proposals will be opened and evaluated by the Finance Director for the Town of Sudbury.

CONTRACT AWARD

The contract will be awarded to that Proposer deemed by the Board of Selectmen and/or its designees to have submitted the most advantageous proposal taking into consideration all of the Technical Proposal criteria and Proposers' interviews in addition to the Price Proposals. In accordance with the provisions of G.L. c. 30B, sec. 9, the Town of Sudbury reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, if it be in the public interest to do so.

TERM OF THE CONTRACT

It is anticipated that work under this contract shall begin approximately May 4, 2015 and shall be completed on or before October 1, 2015 when it is anticipated the new Town Manager will begin employment with the Town of Sudbury. If the selected candidate begins work in Sudbury, and for any reason leaves the position within the first 12 months of employment, the consultant will conduct another search under the terms of this contract for an amount equal to out-of-pocket expenses only.

ATTACHMENT A

(To be submitted with the TECHNICAL PROPOSAL)

CERTIFICATE OF NON-COLLUSION

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

Name of person signing bid or proposal

Name of Business Entity (if any)

ATTACHMENT B

(To be submitted with the TECHNICAL PROPOSAL)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

****Signature of Individual *** Contractor's Social Security Number (Voluntary) or Corporate Contractor (Mandatory) or Federal Identification Number**

By: Date: _____

Corporate Officer (Mandatory, if applicable)

**** The provision in the Attestation relating to child support applies only when the Contractor is an individual.**

**** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.**

***** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.**

ATTACHMENT C

Price Proposal (To be submitted in a **separate sealed envelope** from the Technical Proposal)

The price proposal (one original copy) must be submitted without "conditions or exceptions" and must be submitted under separate cover and in a sealed envelope.

The price proposal set forth in this proposal shall constitute full and complete compensation for the services to be provided by the Consultant's Firm. There shall be no reimbursement for out-of-pocket or other expenses incurred by the Consultant in connection with the performance of the services without the approval of the Interim Town Manager. Any exceptions may result in the rejection of the proposal.

Price Proposal for The Town of Sudbury Town Manager search:

\$ _____ Total Fixed Fee Contract Price

Total Fixed Fee Contract Price in words: _____

Signature: _____

Date: Title: _____

Company: _____ Tel: _____ Fax: _____

Address: _____ City: _____

State: _____ Zip: _____ Email: _____

ATTACHMENT D

Technical Proposal Rating Sheet

Each element of the Technical Proposal must be rated using the following scale:

Highly Advantageous -3 Advantageous -2 Not Advantageous -1 Unacceptable -0

Name of Proposer _____

DRAFT

Project Title: Recruiting New Town Manager

DATES SUGGESTED BY TOWN MANAGER FOR DISCUSSION PURPOSES ONLY
DRAFT ONLY - FOR PRELIMINARY CONSIDERATION BY BOARD OF SELECTMEN

		MB out 2 weeks																																			
Tasks	Board Meeting Dates in Tan Highlight	2/10/2015	2/17/2015	2/24/2015	3/3/2015	3/10/2015	3/17/2015	3/24/2015	3/31/2015	4/7/2015	4/14/2015	4/21/2015	4/28/2015	5/5/2015	5/12/2015	5/19/2015	5/26/2015	6/2/2015	6/9/2015	6/16/2015	6/23/2015	6/30/2015	7/7/2015	7/14/2015	7/21/2015	7/28/2015	8/4/2015	8/11/2015	8/18/2015	8/25/2015	9/1/2015	9/8/2015	9/15/2015	9/22/2015	9/29/2015		
Staff develop RFP for use of search firm		+																																			
Board performs preliminary review of RFP			+																																		
Board approves RFP for issuance date March 12				+																																	
Due Date for Proposals							+																														
Interviews with Proposers								+																													
Board awards contract for Consulting Firm									+																												
Contract finalized with Consultant										+																											
Firm begins work with stakeholders											+																										
Development of screening committee begun and completed												+																									
Recuritment materials finalized and posted, recruitment underway													+																								
Screening committee appointed														+																							
Due date for Town Manager candidate applications																				+																	
Applications reviewed, preliminary interviews, finalists determined																					+																
Consultant does background check on finalists																									+												
Consultant recommends finalists to Selectmen																										+											
Selectmen conduct interviews																												+									
Selectmen vote for Town Manager, form negotiating committee																													+								
Negotiations completed, contract signed																														+							
New Town Manager starts																																				+	

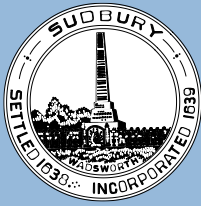
Attachment: Copy of schedule for recruiting new town manager (1213 : Town Manager Search Discussion)

Project Title: Recruiting New Town Manager

NO DATES ON THIS VERSION - FOR USE BY BOARD AS FRAMEWORK FOR DECISIONS
DRAFT ONLY - FOR PRELIMINARY CONSIDERATION BY BOARD OF SELECTMEN

		MB out 2 weeks																																				
Tasks	Board Meeting Dates in Tan Highlight	2/10/2015	2/17/2015	2/24/2015	3/3/2015	3/10/2015	3/17/2015	3/24/2015	3/31/2015	4/7/2015	4/14/2015	4/21/2015	4/28/2015	5/5/2015	5/12/2015	5/19/2015	5/26/2015	6/2/2015	6/9/2015	6/16/2015	6/23/2015	6/30/2015	7/7/2015	7/14/2015	7/21/2015	7/28/2015	8/4/2015	8/11/2015	8/18/2015	8/25/2015	9/1/2015	9/8/2015	9/15/2015	9/22/2015	9/29/2015			
Staff develop RFP for use of search firm																																						
Board performs preliminary review of RFP																																						
Board approves RFP for issuance date March 12																																						
Due Date for Proposals																																						
Interviews with Proposers																																						
Board awards contract for Consulting Firm																																						
Contract finalized with Consultant																																						
Firm begins work with stakeholders																																						
Development of screening committee begun and completed																																						
Recruitment materials finalized and posted, recruitment underway																																						
Screening committee appointed																																						
Due date for Town Manager candidate applications																																						
Applications reviewed, preliminary interviews, finalists determined																																						
Consultant does background check on finalists																																						
Consultant recommends finalists to Selectmen																																						
Selectmen conduct interviews																																						
Selectmen vote for Town Manager, form negotiating committee																																						
Negotiations completed, contract signed																																						
New Town Manager starts																																						

Attachment: Copy of schedule for recruiting new town manager (1213 : Town Manager Search Discussion)

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

TIMED ITEM**7: Raytheon****REQUESTOR SECTION**

Date of request: February 17, 2015

Requested by: Leila S. Frank

Formal Title: Question of voting to send to Raytheon and their marketing company the joint recommendations of the Board of Selectmen and Planning Board regarding redevelopment of the property.

Recommendations/Suggested Motion/Vote: Question of voting to send to Raytheon and their marketing company the joint recommendations of the Board of Selectmen and Planning Board regarding redevelopment of the property.

Background Information:
See attached

Financial impact expected:NA

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Craig Lizotte, Chairman

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

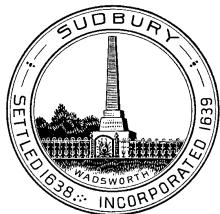
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



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

February ____, 2015

Mr. T. Bradley Duffin
 Director of Facilities and Real Estate
 Raytheon Company
 350 Lowell Street
 Andover, MA 01810

RE: Sudbury Raytheon Redevelopment

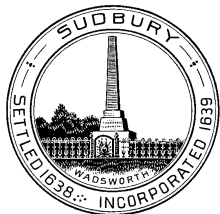
Dear Mr. Duffin:

The Town of Sudbury, acting through its Board of Selectmen and Planning Board, has held several meetings to discuss the Town's goals and priorities as they relate to redevelopment of the Raytheon property upon its sale to a private developer. First, we thank you for meeting with Town officials and indicating Raytheon's desire for a smooth transition. These early discussions set the stage for a productive process which we hope results in a redevelopment scheme that is mutually beneficial for all parties. We also thank Raytheon for being an outstanding corporate citizen for six decades. While the decision to vacate the property by Raytheon is a great loss for Sudbury, we trust that a continued cooperative approach by all parties will result in positive developments for the community. This letter is the product of several months of discussion between the parties on this topic and is intended to provide clarity regarding the Town's goals for the disposition and future development of the property.

We have studied the property and understand its development potential, acknowledging current zoning and other permitting limitations. We have come to understand limitations in the market for certain commercial uses, including the current use of the property for large scale office. This knowledge has encouraged us to consider new uses for the property that can help fulfill several different Town needs and goals.

From the Town's perspective, we feel that the property is well suited for a mixed use project with a focus on residential with supporting retail. The Town's objective in suggesting these uses is to help promote a project that reflects the nature and character of Sudbury and which will create enough affordable housing units to reach, or nearly reach, our 10% state requirement in order to enable Sudbury to successfully prevent undesirable 40B projects that would circumvent town planning and zoning. Sudbury's affordable housing gap is approximately 240 units. It is our strong preference that any housing component be developed entirely as rental housing under a state-recognized subsidy program so that all units count towards this requirement. This will entail that no less than 25% of the units are affordable under the state's definition and are eligible to count on Sudbury's Subsidized Housing Inventory. It is our desire that the maximum allowable percentage of the new housing units be age restricted housing, in order to minimize the impacts of this redevelopment on our already burdened school system and provide additional housing diversity for our growing senior population. Congregate care and assisted living facilities would be welcomed, especially if they also included an affordable component. We also think some amount of retail and limited office use of proper scale and character would complement the area and provide convenient services to the new residents.

Attachment: Joint Rec Feb 2015 - (3) (1207 : Raytheon)



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

The Town will consider endorsing a Local Initiative Program (LIP) 40B application if the proposed development is responsive to the above Town objectives and helps the Town achieve its affordable housing goal. The LIP process will likely prove to be the most expeditious, as it would not require a zoning change.

With any project, we expect that all impacts will be fully mitigated, including but not limited to increases in the number of school-aged children, traffic and support service needs. The Town will also seek to obtain certain additional items from the developer to enhance the new development on the site and provide benefits to the Town as a whole, including but not limited to access to the abutting rail trail, expansion/relocation of the Route 20 Fire Station, reservation of land for active and/or passive recreation, streetscape improvements and maintaining a location for the medi-vac helipad.

We have appreciated your forthright approach to the discussion regarding the property thus far. The redevelopment of this property provides a unique opportunity for Sudbury and may be a catalyst for longer term mutually beneficial economic development initiatives, including renewed interest in installing a sewer along Route 20. We are exploring innovative funding initiatives at the state level to fund the sewer project, including District Increment Financing. With such expanded wastewater capacity, the future value of the Raytheon property will increase and additional community-embraced development opportunities will be possible. Such an economic development tool will be most effective if supported by the developer and Raytheon and we would seek such support if we proceed in this manner.

The Town is ready and willing to continue to work with Raytheon and its partners to discuss the redevelopment of this property in a manner that is consistent with Town goals and mitigates identified impacts. Please let us know how and when we can be of continued service as this project proceeds.

On behalf of the Board of Selectmen,

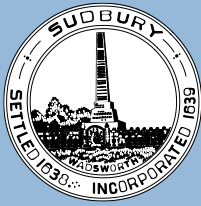
On behalf of the Planning Board,

Charles C. Woodard, Chairman

Craig Lizotte, Chairman

cc: Albert G. Tierney III, McCall & Almy

Attachment: Joint Rec Feb 2015 - (3) (1207 : Raytheon)

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

MISCELLANEOUS (UNTIMED)**8: Sign 2015 Town Election Warrant****REQUESTOR SECTION**

Date of request:

Requestor: Chairman Woodard

Formal Title: Vote to sign the 2015 Town Election Warrant which must be posted and in the hands of residents no later than Monday, March 16.

Recommendations/Suggested Motion/Vote: Vote to sign the 2015 Town Election Warrant which must be posted and in the hands of residents no later than Monday, March 16.

Background Information:
attached

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

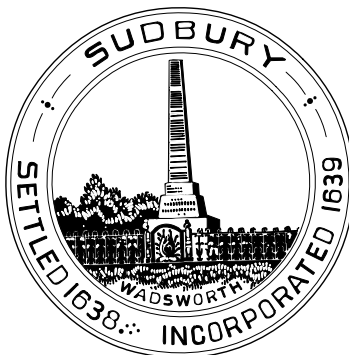
Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Town of Sudbury Massachusetts



2015 OFFICIAL WARRANT ANNUAL TOWN ELECTION

Including Regional District School Committee

March 30, 2015

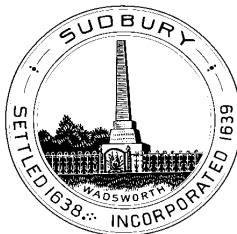
Polls Open 7:00 A.M. to 8:00 P.M.

Precincts 1, 1A, 2 & 5 - Fairbank Community Center, Fairbank Road

Precincts 3 & 4 - Sudbury Town Hall, Concord Road

The Warrant for the 2015 Annual Town Meeting, to be held
Monday, May 4, 2015, will be issued and mailed separately.

**TOWN OF SUDBURY
ANNUAL TOWN ELECTION
WARRANT**



Commonwealth of Massachusetts
Middlesex, ss.

To the Constable of the Town of Sudbury:

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Sudbury, qualified to vote in Town Elections, that voters residing in Precincts 1, 1A, 2 and 5 should meet at the Fairbank Community Center and voters residing in Precincts 3 and 4 should meet at the Town Hall in said Town on Monday, March 30, 2015, at seven o'clock in the forenoon; then and there to choose by official ballot in accordance with law, one Moderator, two members of the Board of Selectmen, one member of the Board of Assessors, two Goodnow Library Trustees, one member of the Board of Health, two members of the Planning Board, two members of the Park and Recreation Commission, two members of the Sudbury School Committee. Included as part of the Annual Town Election will be an election of two members, for three years each, to the Lincoln-Sudbury Regional District School Committee.

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

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

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

Given under our hands this 24th day of February, 2015.

SELECTMEN OF SUDBURY:

Charles C. Woodard

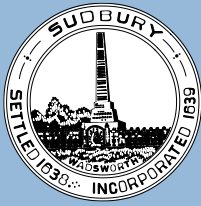
Patricia A. Brown

Robert C. Haarde

Lawrence W. O'Brien

Leonard A. Simon

Attachment: 2015 ATE Warrant DRAFT 2 17 2015 (1174 : Sign 2015 Town Election Warrant)

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

MISCELLANEOUS (UNTIMED)**9: Discuss possible call of STM****REQUESTOR SECTION**

Date of request:

Requestor: Chairman Woodard

Formal Title: Discuss the possibility of a Special Town Meeting within Annual Town Meeting given the results of this weeks bond sale.

Recommendations/Suggested Motion/Vote: Discuss the possibility of a Special Town Meeting within Annual Town Meeting given the results of this weeks bond sale. If so, the Board would need to call the STM at their March 24 meeting.

Background Information:

See attached dates from Rosemary Harvell, Town Clerk

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Golden, Patricia

From: Harvell, Rosemary
Sent: Thursday, February 19, 2015 10:29 AM
To: Golden, Patricia
Cc: Jones, Elaine
Subject: Deadlines if Special Town Meeting on May 5th is called

Hi Patty,

May 5th Special Town Meeting - Deadlines

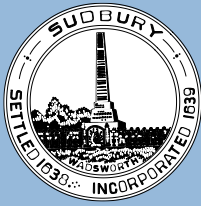
Warrant must be closed no less than 25 days prior, so **no later than Friday April 10th**
Warrant must be open for 10 days, so meeting **must be called and warrant opened by Tuesday, March 31st.**
Warrant must be posted and delivered to residents 14 days prior, so by **Tuesday, April 21st.**

Last day to register for a Special Town Meeting is 10 days prior, and for the Annual Town Meeting would be 20 days prior so, the last day to register to vote for STM is **Friday, April 24th**, (Saturday would be 10 days prior) and last day to register for the Annual Town Meeting would be **Tuesday, April 14th** and we would remain open late until 8:00 PM on both of these days.

Please let me know if you have any questions.

Rosemary

Rosemary B. Harvell, CMC, CMMC
Town Clerk
322 Concord Road, Sudbury, MA 01776
Tel. (978) 639-3359 Fax: (978) 639-3340
Email: harvellr@sudbury.ma.us



SUDBURY BOARD OF SELECTMEN

Tuesday, February 24, 2015

MISCELLANEOUS (UNTIMED)**10: ATM Action: order articles****REQUESTOR SECTION**

Date of request: February 19, 2015

Requestor: Chairman Woodard

Formal Title: Town Meeting Action: Determine order of articles; designate articles for place on consent calendar; take positions on any articles

Recommendations/Suggested Motion/Vote: Town Meeting Action: Determine order of articles; designate articles for place on consent calendar; take positions on any articles

Background Information:

See attached list.**PLEASE REFER TO YOUR COPIES DISTRIBUTED AT 2/10 MEETING.**

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

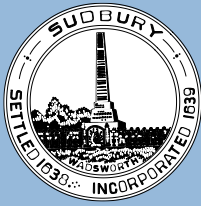
#	Article Title	Sponsor	Status	Amount	Required Vote	Consent Calendar
1	Hear Reports	BOS	submitted		Majority	
2	FY15 Budget Adjustments	BOS	submitted		Majority	
3	Stabilization Fund	BOS	submitted		Two-thirds	
4	FY16 Budget	FinCom	submitted		Majority	
5	FY16 Transfer Station Enterprise Fund Budget	FinCom	submitted			
6	FY16 Pool Enterprise Fund Budget	FinCom	submitted			
7	FY16 Recreation Field Maintenance Enterprise Fund Budget	FinCom	submitted			
8	Unpaid Bills	Town Accountant	submitted		Four-fifths	
9	Chapter 90 Highway Funding	DPW Director	submitted		Majority	
10	Real Estate Exemption	Bd of Assessors	submitted		Majority	Y
11	Town School Revolving Funds	Finance Director	submitted		Majority	Y
12	Establish Public Health Vaccinations Revolving Fund	Board of Health	submitted			
13	Establish Special Stabilization Fund - Former Melone Property	BOS	submitted		Two-thirds	
14	Rolling Stock Stabilization Fund	BOS	submitted		Two-thirds	
15	Funding of the Energy Savings Program Stabilization Fund	Energy Committee	submitted		Two-thirds	
16	Use of Energy Savings Programs Stabilization Fund	Energy Committee	submitted		Two-thirds	
17	Establish Special Revolving Fund - Town-owned Synthetic Turf Fields	Park & Rec Commission	submitted		Two-thirds	
18	FY16 Capital Budget (generic)	Town Manager	submitted		Two-thirds	
19	Cardiac Monitor Replacements	Fire Chief	submitted			
20	Carpet Replacement - Schools & Library	Facilities Director	submitted			
21	Natatorium Roofing	Facilities Director	submitted			
22	Fire Alarm System Upgrade - LSRHS	LS SC	submitted			
23	Town and Schools Parking Lots, and Sidewalks Improvements	Facilities Director	submitted			
24	School Security & Access Controls	Facilities Director	submitted			
25	School Classroom Flooring Replacement	Facilities Director	submitted			
26	School Rooftop HVAC Unit Replacement	Facilities Director	submitted			
27	DPW Rolling Stock Replacement	DPW Dir.	submitted			

Attachment: Copy of ATM Article List for Feb 10 BOS_v2 (1214 : ATM Action: order articles)

#	Article Title	Sponsor	Status	Amount	Required Vote	Consent Calendar
28	Cutting Athletic Field Lighting	Park & Rec Commission	submitted			
29	Capital Account	Permanent Building Committee	submitted			
30	Re-purpose School Capital Articles	Finance Director	submitted			
31	Re-purpose Non-CPA Capital Articles.	Finance Director	submitted			
32	Adopt M.G.L. 32B, Section 20 Other Post-Employment Benefits (OPEB) Liability Trust Fund	BOS	submitted			
33	Post Employment Health Insurance Trust Funding	BOS	submitted			
34	Special Act - Dedication of Local Meals Tax Revenue to other Post Employment Benefits (OPEB)	BOS	submitted		Majority	
35	Special Act - Extension of Means Tested Senior Tax Exemption Program	BOS	submitted			
36	Town of Sudbury Bylaws - Art. V.3, Regulation of Dogs	BOS	submitted			
37	Disposition of Existing Police Station, 415 Boston Post Road	BOS	submitted			
38	Amendments to the Regional School District Agreement of the Minuteman Regional Vocational School District	MMRVTS	submitted			
39	Minuteman Regional Vocational Technical High School - Accept Amendments	BOS	submitted			
40	MMRVTHS	BOS	submitted			
41	MMRVTHS - Withdrawal	BOS	submitted			
42	Town-Wide Electric Aggregation	Energy Com	submitted			
43	Amend Zoning Bylaw, Article IX - Site Plan Authority Change from BoS to Planning Board	BOS	submitted			
44	Grant of Perpetual Restrictions - CPA Land Purchases	Town Manager	submitted			
	<u>CPC Articles:</u>					
	Weed Removal	CPC	submitted			
	SH Tr Allocation	CPC	submitted			
	Town-wide Walkways	CPC	submitted			
	Historic Projects	CPC	submitted			
	Davis Field Improvements	CPC	submitted			
	Town Center Landscaping	CPC	submitted			
	Amend 26/ATM12 Historic Projects	CPC	submitted			
	FY16 CPC Budget	CPC	submitted			

Attachment: Copy of ATM Article List for Feb 10 BOS_v2 (1214 : ATM Action: order articles)

#	Article Title	Sponsor	Status	Amount	Required Vote	Consent Calendar
	<u>Petition Articles:</u>					
	Walkways (Resolution)	DePompeii	Submitted			
	Greenway Rail Trails (2)	Sullivan				
	Refinements to Senior Property Tax Relief	Tyler	Submitted (2/2/15)			

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

TIMED ITEM**11: Three year forward budget guidance****REQUESTOR SECTION**

Date of request:

Requestor: Chairman Woodard

Formal Title: Discuss and vote on three year forward budget guidance

Recommendations/Suggested Motion/Vote: Discuss and vote on three year forward budget guidance
(continued from 2/10/15 meeting)

Background Information:

Attached memo from Chairman Woodard

Financial impact expected: see attached

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Date: January 23, 2015
To: Board of Selectmen
From: Chuck Woodard
Subject: Budget Guidance

The BOS should consider providing three year budget guidance to the town's cost centers, including both the Sudbury Public Schools and the Lincoln Sudbury Regional High School, so that upcoming labor contracts may be negotiated with the knowledge of expected budget growth and so that the Town will continue to generate strong and sustainable budgets going forward. If we decide to provide such guidance we would also expect that all parties will conduct negotiations in good faith.

With that in mind we should consider issuing the following budget guidance:

"FY16: The Finance Committee has requested budget growth scenarios of 2% and 2 1/2%, which the BOS supports. The BOS does not support a proposition 2 1/2 override for the operating budget.

FY17 & FY18: The BOS expects that any revenue growth in excess of 2 1/2% per annum will be used to address the town's OPEB (retiree healthcare) liability and the large backlog of needed capital replenishment projects, not the operating budget.

By FY18: The BOS expects that all operating budgets will include 100% of the Normal Cost for the retiree healthcare (OPEB) benefit, where Normal Cost is the cost of making the promise of retiree healthcare to active employees during a fiscal year, or in other words, the cost of that benefit."

Attachment: ccw memo re budget guidance (1179 : Three year forward budget guidance)

Date: January 23, 2015
To: Board of Selectmen
From: Chuck Woodard
Subject: Budget Guidance

The BOS should consider providing three year budget guidance to the town's cost centers, including both the Sudbury Public Schools and the Lincoln Sudbury Regional High School, so that upcoming labor contracts may be negotiated with the knowledge of expected budget growth and so that the Town will continue to generate strong and sustainable budgets going forward. If we decide to provide such guidance we would also expect that all parties will conduct negotiations in good faith.

With that in mind we should consider issuing the following budget guidance:

"FY16: The Finance Committee has requested budget growth scenarios of 2% and 2 1/2%, which the BOS supports. The BOS does not support a proposition 2 1/2 override for the operating budget; unless there are substantial extenuating circumstances, such as a major increase in OOD special education costs or a major decline in non-property tax revenues.

FY17 & FY18: The BOS expects that any revenue growth in excess of 2 1/2% per annum will be used to address the town's OPEB (retiree healthcare) liability and the large backlog of needed capital replenishment projects, not the operating budget; unless there are substantial extenuating circumstances, such as a major increase in OOD special education costs or a major decline in non-property tax revenues.

By FY18: The BOS expects that all operating budgets will include 100% of the Normal Cost for the retiree healthcare (OPEB) benefit, where Normal Cost is the cost of making the promise of retiree healthcare to active employees during a fiscal year, or in other words, the cost of that benefit."

Valente, Maureen

From: Pat Brown <patbrownian@me.com>
Sent: Tuesday, February 03, 2015 9:41 AM
To: Valente, Maureen
Subject: Re: ccw memo re budget guidance- with additions

Follow Up Flag: Follow up
Flag Status: Flagged

Hi, Maureen.

Sent to you as feedback, rather than to the Board as a whole (OML considerations). If Chairman Woodard should see this, please forward.

I'd be more inclined to approve the document without Chairman Woodard's additions.

The base position is that we, the Board, are not supportive of overrides. If there is some reason that a cost center might request an override, then it should convince the Board that there is some extraordinary one-off requiring an override, and they should have to explain the necessity for every expenditure. Presenting suggested counter-arguments is not helpful.

Cost centers can, of course, get the funds appropriated at Town Meeting, but the Board is then free to recommend against approval of the override. If the ballot question for the override fails, the position then defaults to that of the no-override budget, which FinCom is obliged to present.

My take, anyway. Please let me know if I'm mistaken.

More discussion available at the meeting at which we take this up, but you did ask for feedback.

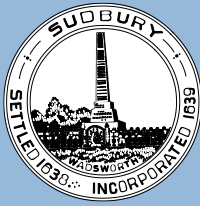
Pat

On Jan 29, 2015, at 1:07 PM, Valente, Maureen <ValenteM@sudbury.ma.us> wrote:

Attached is the word version of the statement that was in your packet for last night, along with the edits Chuck has suggested.

If it is easier for you to insert your edits or suggestions directly to this document and send back to me, please feel free to do so.

Maureen
<ccw memo re budget guidance- with additions.docx>



SUDBURY BOARD OF SELECTMEN

Tuesday, February 24, 2015

MISCELLANEOUS (UNTIMED)**12: Town Counsel Services Draft Policy****REQUESTOR SECTION**

Date of request: February 19, 2015

Requestor: Chairman Woodard

Formal Title: Question of voting to approve draft policy for accessing Town Counsel services

Recommendations/Suggested Motion/Vote: Question of voting to approve draft policy for accessing Town Counsel services

Background Information:
attached

Financial impact expected:n/a

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting: Barbara Saint Andre, Town Counsel

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



Town of Sudbury

Town Manager's Office

Townmanager@sudbury.ma.us

278 Old Sudbury Road
Sudbury MA 01776
978-639-3385
Maureen G. Valente, Town Manager
<http://www.sudbury.ma.us>

Date: February 19, 2015
To: Board of Selectmen
From: Maureen G. Valente, Town Manager
Subject: Revised policy on access to Town Counsel

I have taken your suggestions and edits and now offer you a new draft of the policy. The changes that were suggested and incorporated include:

1. Organizing into four sections: for boards/commissions/committees, for Town Manager and Town employees, for Town Meeting related items, and finally the statement regarding confidentiality.
2. Added the words "general guidelines" to the preamble
3. Offered a definitely of "infrequent" (see item 2)
4. Provided an example of when one Board member could seek an opinion from Town Counsel on his/her own. (see item 4)
5. Added a separate item for quick calls to Town Counsel related to preparation of an agenda for a meeting or for chairing an upcoming meeting. (see item 5)
6. Clarified that Open Meeting law advice and opinions may be obtained prospectively (see item 6).
7. Clarified that all employees and committee members subject to the Conflict of Interest Law may directly contact Town Counsel for questions related to that law. (see item 7 and item 11).
8. Clarified that sponsors of petition articles who want a review by Town Counsel must deliver the draft articles to the office of the Board of Selectmen, as that office is staffed 5 days per week, and the Town Counsel's office is not. (see item 13).

Thank you

Attachment: **MGV_Memo_TC_Policy (1211 : Town Counsel Services Draft Policy)**



Policy on Access to Town Counsel and Confidentiality of Attorney-Client Communications

It is the intent of this policy to set forth **general guidelines and** expectations on the accessibility of Town Counsel to Town boards, commissions and committees, and employees, consistent with the Town of Sudbury general bylaws, the Town charter (the Board of Selectmen-Town Manager Act) and state law. It is not the intent of this policy to explicitly or implicitly deny anyone access to Town Counsel but rather to control and monitor accessibility to Town Counsel, thereby understanding and controlling the cost of legal services.

I. Boards, commissions and committees of the Town of Sudbury

1. Chairs of all boards, commissions or committees, including the Board of Selectmen, shall have direct access to Town Counsel to request a written opinion or request Town Counsel to attend a meeting of such board, committee or commission, provided that said chair obtains a majority vote of said board, committee or commission at a public meeting authorizing the request of such opinion or meeting attendance. After obtaining a majority vote as set forth in the preceding sentence, said request shall be submitted to Town Counsel with a copy to the Town Manager for notification purposes. Boards, commissions, and committees which meet infrequently may vote a standing policy that the Chair may, on behalf of the board, committee or commission, request a written opinion or request Town Counsel to attend a meeting without having a majority vote first. Such a vote of standing policy must be filed with the Town Counsel and Town Manager's office.
2. Town Counsel will refer all requests for opinions received from individual members of boards, commissions or committee to the Chair of said committee, who will schedule the request for a vote of the Board, commission or committee on the matter of approving such a request. Town Counsel will copy the Town Manager on all such requests.
3. Boards, commissions or committees may vote to authorize one member of the Board, commission or committee to communicate directly with Town Counsel on a specific matter they have explicitly voted for that member to have responsibility for. For example, if the Board of Selectmen have appointed one member of the Board to work on a policy item to be considered by the Board, the Board may include in their designation that this includes the ability to seek an opinion from Town Counsel as part of the work to be undertaken by that Board member. Such vote of the board, commission, or committee must clearly reflect an authorization for the Town Counsel to speak directly with less than a quorum of the board, commission or committee on the specific matter. Such a vote must be filed with the Town Counsel and the Town Manager.
4. **The chairs or vice-chairs of all boards, committees and commission shall have direct access to Town Counsel to request advice or assistance in preparation of the agenda for an upcoming**

meeting or for advice regarding chairing an upcoming meeting. They do not need to copy the Town Manager on such inquiries.

5. The chairs or vice-chairs of boards, committees or commission with the Town shall have direct access to Town Counsel to request opinions or information concerning the **Open Meeting Law** codified at G.L. c. 39, section 23B or to receive guidance with respect to the rules government responses to public records requests. They do not need to copy the Town Manager on such inquiries.
6. Officers of the Town, including all members of boards, commissions and committee requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the Town Manager on such inquiries.

II. Town Manager and Town Employees

7. The Town Manager shall have direct access to Town Counsel at all times in relation to her/his duties as Town Manager.
8. Department heads and division heads are encouraged to set up meetings with Town Counsel during regularly established Town Counsel office hours, via an email to Town Counsel with a cc to the Town Manager.
9. Department heads, division heads and other employees shall have email or phone access to Town Counsel as needed for general advice on issues concerning the operation of their offices, but must copy the Town Manager on the request to Town Counsel. If the request involves generation of a written opinion from Town Counsel, Town Manager shall be notified of that request before the opinion is written.
10. Employees of the Town requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the Town Manager on such inquiries.

III. Town Meeting Issues

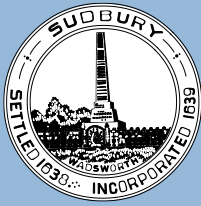
11. Warrant articles for the Annual Town Meeting or Special Town Meetings sponsored by Town boards, committees, commissions or employees shall be drafted by the Town Counsel's office. Sponsors of warrant article(s), excluding petition articles, shall submit draft wording for articles or general background information that Town Counsel will use to write the article, and send it back to the sponsor for signature before submission to the Board of Selectmen's Office.
12. Sponsors of petition articles for Annual or Special Town Meeting may submit draft articles to Town Counsel for legal review and guidance. Town Counsel will not draft articles for petitioners, but will be available for legal review and guidance. To obtain such legal review, draft petition articles must be submitted to the **Board of Selectmen's office** at least five days before the January 31 due date for article submission. **Staff in the Board of Selectmen's office shall forward the draft petition article to Town Counsel for review.**
13. Town Counsel's office will write all motions for all articles for Annual or Special Town Meeting, working with the sponsors of all articles as needed in the judgment of Town Counsel.

IV. Confidentiality of Attorney-Client Communications

The attorney-client privilege shields from the view of third parties all confidential communications between a client and its attorney undertaken for the purpose of obtaining legal advice. As a matter of policy, the Board of Selectmen hereby requires that the confidentiality of communications between town officials, departments, boards, and committees, and Town Counsel and Special Town Counsel be maintained and preserved. The scope of privileged communications includes communications from Town officials, departments, boards or employees seeking legal advice, as well as opinions and advice received from Town Counsel or Special Town Counsel, whether in formal written opinions, email, in person, or by telephone.

The attorney-client privilege belongs to the Town of Sudbury, acting through its Board of Selectmen. The Board of Selectmen is the chief policy making body of the Town and is responsible, in conjunction with Town Counsel, for managing the legal affairs of the Town. Accordingly, only the Board of Selectmen, acting as a Board at a duly noticed meeting, is authorized to waive the attorney-client privilege on behalf of the Town. Should any town official, department, board, or committee believe that it is in the best interests of the Town to waive the attorney-client privilege with respect to any privileged attorney-client communication received from Town Counsel or Special Town Counsel, they should request to discuss the matter with the Board of Selectmen in executive session to obtain a vote by the Board of Selectmen as to whether or not said privileged communication may be released. No town official, department, board or committee is permitted on his or her or its own volition to release any confidential attorney-client communications to third parties or otherwise purport to waive the Town's attorney-client privilege.

Adopted by the Sudbury Board of Selectmen on February 24, 2015

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

MISCELLANEOUS (UNTIMED)**13: Town Hall Blue Ribbon Committee****REQUESTOR SECTION**

Date of request: February 20, 2015

Requestor: Chuck Woodard

Formal Title: Review and discuss a draft mission statement for Town Hall Blue Ribbon Committee

Recommendations/Suggested Motion/Vote: Review and discuss a draft mission statement for Town Hall Blue Ribbon Committee

Background Information:
attached

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

DRAFT



Town Hall Blue Ribbon Committee

Voted by the Sudbury Selectmen on _____, 2015

Mission

It is the intention of the Selectmen, in creating the Town Hall Blue Ribbon Committee to provide a mechanism for thoughtful and public review of the best alternative for the future use of Sudbury Town Hall in conjunction with municipal needs and operational efficiencies. The Blue Ribbon Committee is expected to develop a draft report by October 1, 2015 that could be the basis of an article to be submitted by the Board of Selectmen for consideration by the 2016 Town Meeting.

The Blue Ribbon Committee will evaluate and report on options for the future of Sudbury's Town Hall. This building is centrally located within the Sudbury Center Historic District, a National Register District and a local Historic District. Town Hall is surrounded by several historic, municipal, religious and institutional buildings. It is at the crossroad of a highly used intersection, and shares parking with several other buildings. The building is approximately 14,700 gross square feet, 2 stories, and was built in 1932. The building exterior is in poor condition, including the 83 year old slate roof, single pane double hung windows that do not seal, and flashings and envelope deterioration. The interior of the building is also in poor condition and is not up to building code or accessibility requirements, rendering the second floor closed to the public, and all major systems need replacement (HVAC, plumbing, electrical).

The Board of Selectmen will be looking for an analysis of the pros and cons of the following options: (1) rehabilitating the building for its current or amended use; (2) expanding the building to accommodate additional or new uses; (3) demolishing and reconstructing the building to accommodate additional or new uses; or (4) any new options brought forward by the Committee. As part of the mission, the Committee will also prepare a suggested schedule that coordinates with other town building projects such as the Flynn Building, Loring Parsonage, and Fairbank Community Center; prepare a suggested time line and construction cost estimate for each of the various options for Town Hall; and evaluate the impact of each option on the Capital Funding Plan. The Committee will recommend one final solution on how the Town of Sudbury can maximize the value and future use of Town Hall.

Once the appropriate course of action is determined by the Committee, the resulting project will be presented to the Board of Selectmen for review, then be handed over to the Permanent Buildings Committee to manage.

Responsibilities

The Committee will examine the prior planning that went into the facility condition assessment and feasibility study prepared by Bargmann Hendrie and Archetype, Inc. (BH+A) in 2013 as well as current available facility studies for the Sudbury Public Schools, Fairbank Community Center and Loring Parsonage. Specifically, the tasks of the Committee shall be:

Attachment: Mission Statement - Town Hall Final DRAFT (1118 : Town Hall Blue Ribbon Committee)

DRAFT

- Review options from the 2013 Town Hall Study prepared by Bargmann Hendrie and Archetype, Inc.
- Review other reports, including:
 - Town of Sudbury Space Needs Study (2002)
 - Loring Parsonage Conditions Assessment and Feasibility Study (2014)
 - Fairbank Community Center Feasibility Study (2015)
- Visit the subject facilities as appropriate
- Prioritize options, developing a pros and cons list, and a narrative for prioritizing
- Provide a timeline for each option
- Provide an estimated budget for each option
- Engage the public in discussions of options

In completing these tasks, the Board has determined that the following elements are essential to any recommended option:

- All options must demonstrate wastewater and parking capacity for the multiple users.
- All design options must include consideration of minimum standards and codes for Public Buildings (e.g. seismic, energy codes, life safety, ADA requirements, etc.).
- All design options shall include cost estimates (derived from existing studies, plus an escalation factor).
- The building shall be as energy efficient and sustainable as possible.
- All options must maintain the historic character of the Town Center.

Draft Timetable (tasks to be done by this date)

March, 2015	Interviews, appointments by Board of Selectmen
April - June, 2015	Meeting(s) held, studies/plans reviewed
July, 2015	Draft report prepared
Sept, 2015	Final report and recommendations made to Selectmen with consideration for whether there should be a submission of an article to the May 2016 Annual Town Meeting

Membership Requirements and Expectations

The Town Hall Blue Ribbon Committee shall have up to seven (7) voting members who shall be appointed by the Selectmen. The Committee shall include two (2) members from the Permanent Building Committee, one (1) member from the Capital Improvement Planning Committee, one (1) member from the Sudbury Historic Districts Commission, one (1) member from the Sudbury Public Schools, one (1) member from the Sudbury Historical Society and one (1) at large member. All Committee members shall be expected to educate themselves as necessary to address issues associated with the current condition of Town Hall as well as the current municipal space needs and current reports documenting those needs that are integral pieces of the long term solution. Most importantly, the Board is looking for people with an open mind and willingness to work diligently to develop the best possible study of this important issue. All appointments are until June 2016.

The Committee shall elect a Chair from among its members, who shall conduct meetings and act as point of contact to staff for the scheduling of meetings. The Committee shall elect a Clerk from among its members, who shall insure that all open meeting laws are complied with.

DRAFT

Minimum requirements for all applicants: Applicants must be available and willing to attend the majority of scheduled meetings.

Staffing Assistance

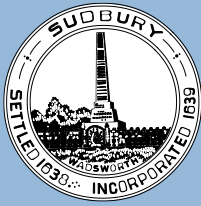
The following staff of the Town of Sudbury will be available on an occasional basis as time permits and the Town Manager approves: The Facility Director and/or Director of Planning and Community Development or her designee. The Town Manager shall also approve the involvement of ex-officio members as needed, including other Town employees, to assist the committee in its mission. Minimal Town financial resources are currently available to support the work of the Committee.

Compliance with State and Local Laws and Town Policies

The Town Hall Blue Ribbon Committee is responsible for conducting its activities in a manner which is in compliance with all relevant state and local laws and regulations including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law, as well as all Town policies which affect committee membership. In particular, all appointments are subject to the following:

- **The Code of Conduct for Selectmen Appointed Committee.** A resident or employee who accepts appointment to a Town committee by the Board of Selectmen agrees that he/she will follow this code of conduct.
- **The Town's Email Communication for Committee Members Policy.** Anyone appointed to serve on a Town committee by the Board of Selectmen agrees that he/she will use email communication in strict compliance with the Town of Sudbury's email policy, and further understands that any use of email communication outside of this policy can be considered grounds for removal from the Committee by the Selectmen.
- **General guidelines for Sudbury committees, boards and commissions.** Appointed committee members are expected to follow general guidelines on meeting requirements, communication, committee interaction, etc. which are consistent with state and local laws.
- **The Town's Policy on Access to Town Counsel.** Appointed committee members have limited and specific access to Town Counsel, which is necessitated by the need to control the costs of legal services.
- **Use of the Town's Web site.** The Town Hall Blue Ribbon Committee will keep minutes of all meetings and post them on the Town's web site. The Committee will post notice of meetings on the Town's website as well as at the Town Clerk's Office.

Full versions of these and other policies can be found on the Town's website, and should be read by all appointed committee members.

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

MISCELLANEOUS (UNTIMED)**14: Town Report Submission****REQUESTOR SECTION**

Date of request: February 19, 2015

Requestor: Town Manager

Formal Title: Question of approving the 2014 Annual Town Report draft narrative from the Board of Selectmen and Town Manager

Recommendations/Suggested Motion/Vote: Question of approving the 2014 Annual Town Report draft narrative from the Board of Selectmen and Town Manager

Background Information:
attached

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Board of Selectmen and Town Manager Annual Town Report

The Board of Selectmen, in conjunction with the Town Manager, hereby submits the reports of the elected and appointed Town officials, boards, and committees for the year 2014 giving a summary of their activities and financial transactions in accordance with Article III, Section 2 of the Town Bylaws. Our report follows.

2014 will be remembered as a time of significant change in the Town's leadership. In March, long time Selectman John Drobinski lost his seat in a close election to Pat Brown, a member of the Planning Board. John had been a Selectman for 27 years, and provided key leadership in projects that will shape Sudbury for many years in the future. He was dedicated particularly to land preservation efforts, including most recently working to preserve the Pantry Brook Farm on Concord Road and the Nobscot Boy Scout land. Even in his last months of office, he was part of the bargaining team that reached agreement to have the Town purchase the Johnson Farm property, saving it from development. And Selectman Larry O'Brien announced his decision not to seek re-election, after serving 15 years as a member of the Board. Larry contributed significantly to Sudbury's financial stability during his time on the Board, particularly in areas regarding labor negotiations and making changes in employee health care that ultimately saved the Town millions of dollars. In addition Larry played a significant role in expanding both affordable and senior housing opportunities throughout Sudbury during his 20 years of elected service beginning with his election to the Planning Board.

In December Town Counsel Paul Kenny retired after serving the Town for 38 years. Paul's advice and litigation skills were relied on by many Town boards and staff over the years. His groundbreaking work in a suit the Town brought in connection with planned sale of the Mahoney Farm established more clearly the rights of towns when a property is under agreement with a town through the 61A program.

At the beginning of 2015, Town Manager Maureen G. Valente notified the Board of her plans to accept an appointment from State Treasurer Deb Goldberg to become a Deputy Treasurer of the Commonwealth. Maureen was the second Town Manager since the charter change in 1996. She is leaving after serving as Town Manager for 15 years and Finance Director for three years before that. Under her leadership, the Town was upgraded from AA to AA+ to AAA credit rating, the highest possible credit rating. A number of major capital projects were approved by voters during her tenure, including the DPW building, the Police Station and the Town Center Intersection Project. And she developed a top notch senior management team that works together with the Board of Selectmen to achieve Board goals and provide excellence in Town services.

The Board of Selectmen will miss the institutional knowledge provided by these four individuals, and thanks them for all they have contributed to the Town. The Board reorganized following the 2014 Annual Town Meeting. Chuck Woodard was elected to serve as Chairman and Pat Brown to serve as Vice-Chairman. Following the retirement of Paul Kenny, the Board interviewed law firms who had applied to become Sudbury's next Town Counsel, and the firm of Petrini & Associates of Framingham was selected by the Board. Barbara Saint Andre of Petrini & Associates of Framingham will serve as Sudbury's new Town Counsel. Finally, Assistant Town Manager Maryanne Bilodeau was appointed to serve as Interim Town Manager as the Board began the process of engaging in a search for the next Town Manager for Sudbury. They hope to have a new Town Manager selected and hired by the fall of 2015.

2014 marked the 375th anniversary of the incorporation of Sudbury as a Town. A committee appointed by the Board of Selectmen developed a yearlong program of entertaining and educational events, culminating with the Olde Time Community Fair on August 23, 2014 and a Field Day with Fireworks on September 6, 2014. All of Sudbury joined in to celebrate this historic milestone and the Board recognized and thanked all members of the Committee.

The Police Station project received all final necessary approvals and appropriations in September, and a ground breaking ceremony was held on October 31. As envisioned back in 1990, the Police Station is being built on land adjacent to the Fire Headquarters property on Hudson Road, and upon completion will create a Public Safety campus in Sudbury. The Board of Selectmen will be studying what to do with the old Police Station on Route 20, particularly to see if the land could have a municipal use in the future.

As noted earlier, the Selectmen successfully negotiated the purchase of the Johnson Farm property to conserve this ecologically sensitive parcel of land for conservation and passive recreation uses and stopping the land from development. Collaborating with the Sudbury Valley Trustees on this project, trails and a parking area will be constructed on the property, allowing residents to enjoy the property and the significant abutting open spaces.

Significant effort was put into furthering plans for Rail Trail development. Funds were voted at the Annual Town Meeting to begin engineering work on the segment of the Bruce Freeman Rail Trail in Sudbury, which runs from the Concord border to its current terminus at the intersection of the MBTA corridor at Union Avenue, along the abandoned railroad lines. The Town has hired an engineering firm to begin this work, which includes surveying, data collection and preliminary design, as well as several public hearings. Additionally, discussions began between Town staff and the state Department of Conservation and Recreation (DCR) over next steps in creating the Mass Central Rail Trail along the east-west rail lines that run through Sudbury. DCR has leased the rail lines from the MBTA and is looking to work with the towns of Weston, Wayland, Sudbury and Hudson on creation of a recreational rail trail.

Planning for the future of the Route 20 business corridor was underway with studies for potential zoning changes that would have coincided with the potential addition of a wastewater treatment system when the Board of Selectmen was notified by Raytheon of their intent to close their plant in Sudbury by the end of 2016. This has the potential to have a major impact on several Board goals and projects, and the Board looks forward to working with the Planning Board and staff on how best to influence Raytheon's decisions on the sale and future use of this property.

The Board of Selectmen had commissioned two strategic financial planning committees: one to study funding of capital projects for the future, chaired by selectman Woodard, and one to make recommendations on how to begin addressing the Town's Other Post-Employment Benefits (OPEB) unfunded liabilities, chaired by selectman O'Brien. Both committees completed their work and made final reports to the Board, with recommendations to begin substantial and sustained funding of these two areas to protect the Town's AAA credit rating and its ability to protect and preserve the infrastructure needed to provide high quality and affordable educational and municipal services into the future.

The Board also commissioned a committee to study what direction Sudbury should go to continue providing excellence in vocational educational opportunities for Sudbury students. The Vocational Education Options Committee was chaired by Selectman Pat Brown and they addressed three key questions. First, should Sudbury's Town Meeting approve the new 16-town regional agreement for Minuteman Regional Vocational High School in May? The VEOC recommends that Sudbury approve the agreement, because it provides for a mechanism to leave the district, unlike the current agreement, where it is virtually impossible to leave the district. Second, the VEOC addressed the question: Which vocational high school in our immediate area would best meet Sudbury's academic and budgetary needs? VEOC determined that Assabet Valley Regional Technical High School in Marlborough would best meet those needs. The third question addressed is: should Sudbury participate in a regional vocational school as a member community or on some other, non-member basis? The VEOC would like more information before answering directly. If Sudbury withdrew from the Minuteman district, it could send students to Minuteman based upon an inter-municipal agreement which would probably include a per-student capital fee,

and would not give Sudbury a seat on the regional school Committee. The VEOC confirmed we could send Sudbury students to other districts (assuming we were no longer members of Minuteman) as tuition students, but did not investigate the process of becoming members of Assabet, Nashoba, or Keefe Technical.

Work continues on several fronts to improve the Town's historical Town Center as a place for safe travel, community gathering, and effective governance. The Town Center traffic reconfiguration design was finalized and the Public Works department began installing drainage structures and stone walls in the work area, including on the property at 15 Hudson Road, purchased to increase park land adjacent to Grinnell Park as well as provide additional stormwater drainage needed for the intersection project. Next summer, paving and new intersection control devices will be installed at the intersection. A design team is working on the final design for the expanded park area, which will include a memorial for those Sudbury residents killed in Iraq, Afghanistan, as well as future conflicts. Finally, preliminary design work is being completed on the Sudbury Town Hall repair/renovation project. The building has many parts and systems that require substantial work, and the Permanent Building Committee, working with Facilities Director Jim Kelly, is looking at various options to make the building upgrades and improve the functionality of the Town Hall, which today is virtually unusable for municipal office space. The overall goal of all this work at Town Center is to maintain the historic appearance of the area while making it safer, more productive and enjoyable for many years to come.

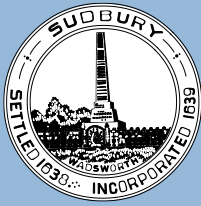
We are pleased to report the Senior Means tested tax exemption program, enacted just for Sudbury on a pilot basis through a Special Act of the legislature, passed its first two years of implementation with flying colors, thanks to the hard work of the Board of Assessor's Office. A Progress Report on Sudbury's Means Tested Senior Tax Exemption Program summarizing the outcome of the program after year one was written by Dave Levington and Ralph Tyler, the two authors of the original Town Meeting article and can be found on the Town's website. The Board of Selectmen voted to submit an article to the 2015 Annual Town Meeting petitioning the General Court (state legislature) to allow Sudbury to continue the program in the future. We also note that newly elected Representative Carmine Gentile plans to offer legislation making the program open to all communities through general legislation, as a number of towns have contacted Sudbury to advise they will be filing Special Acts seeking to copy Sudbury's program.

We close by thanking all Town employees for their work providing services to Town residents, and all residents who have offered to serve on the Town's many boards and committees. It is a pleasure and an honor to be the Board of Selectmen/Town Manager of such an engaged and energetic community.

Respectfully submitted,

BOARD OF SELECTMEN
Charles C. Woodard, Chair
Patricia A. Brown, Vice Chair
Robert C. Haarde
Lawrence W. O'Brien
Leonard A. Simon

TOWN MANAGER
Maureen G. Valente



SUDBURY BOARD OF SELECTMEN

Tuesday, February 24, 2015

MISCELLANEOUS (UNTIMED)**15: November 12 minutes**REQUESTOR SECTION

Date of request: February 19, 2015

Requestor: Chairman Woodard

Formal Title: Vote to approve the November 12, 2014 minutes to include edits provided by Selectman Simon

Recommendations/Suggested Motion/Vote: Vote to approve the November 12, 2014 minutes to include edits provided by Selectman Simon

Background Information:
See attached

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

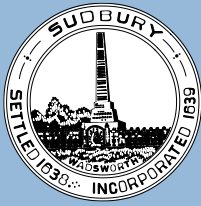
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN

Tuesday, February 24, 2015

CONSENT CALENDAR ITEM**16: Minutes Approval 2/3/15**REQUESTOR SECTION

Date of request: February 18, 2015

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 2/3/15

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 2/3/15

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

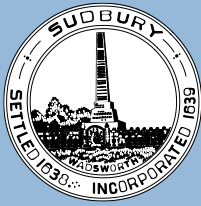
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

CONSENT CALENDAR ITEM**17: Kato Drive Lot 7 Conservation Restriction****REQUESTOR SECTION**

Date of request: February 18, 2015

Requested by: Patty Golden

Formal Title: Vote to approve the Conservation Restriction for Lot 7 Kato Drive from Defense Housing Trust to the Town of Sudbury acting by and through the Conservation Commission in accordance with MGL Chapter 40C, Section 8C and Chapter 184, Sections 31-33 restricting approximately 42,513 sq. ft. of a 60,680 sq. ft. parcel of land identified on the Town Assessor Maps as J10-0607.

Recommendations/Suggested Motion/Vote: Vote to approve the Conservation Restriction for Lot 7 Kato Drive from Defense Housing Trust to the Town of Sudbury acting by and through the Conservation Commission in accordance with MGL Chapter 40C, Section 8C and Chapter 184, Sections 31-33 restricting approximately 42,513 sq. ft. of a 60,680 sq. ft. parcel of land identified on the Town Assessor Maps as J10-0607.

Background Information:

Financial impact expected:NA

Approximate agenda time requested:

Representative(s) expected to attend meeting: Jody Kablack

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

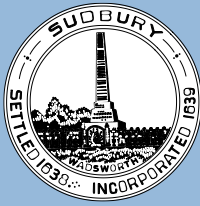
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

For backup information on this item, please refer to agenda materials from postponed 1/27/15 meeting.

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

CONSENT CALENDAR ITEM**18: 941 Concord Rd CR****REQUESTOR SECTION**

Date of request: February 17, 2015

Requested by: Jody Kablack

Formal Title: Vote to approve the Conservation Restriction for 941 Concord Road from Sanjiv Luthra and Nalini Luthra to the Town of Sudbury acting by and through the Conservation Commission in accordance with MGL Chapter 40C, Section 8C and Chapter 184, Sections 31-33 restricting approximately 1.04 acres of land identified on the Town Assessor Maps as E12-0102

Recommendations/Suggested Motion/Vote: Vote to approve the Conservation Restriction for 941 Concord Road from Sanjiv Luthra and Nalini Luthra to the Town of Sudbury acting by and through the Conservation Commission in accordance with MGL Chapter 40C, Section 8C and Chapter 184, Sections 31-33 restricting approximately 1.04 acres of land identified on the Town Assessor Maps as E12-0102.

Background Information:

Financial impact expected:na

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

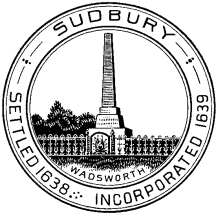
02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:



Town of Sudbury

Planning and Community Development Department

Jody A. Kablack, Director

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

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

TO: Board of Selectmen
FROM: Jody Kablack, Director of Planning and Community Development
RE: Kato Drive Lot 7, Conservation Restriction
DATE: February 18, 2015

The Board is requested to accept and approve the Conservation Restriction proposed for 941 Concord Road from Sanjiv Luthra and Nalini Luthra to the Town of Sudbury acting by and through its Conservation Commission. This document has been reviewed by Town Counsel and will be voted by the Conservation Commission at their meeting on March 2, 2015. This restriction was a requirement of an Order of Conditions approved by the Conservation Commission for the development of this lot, and will provide permanent protection on approximately 1.04 acres of the total lot area.

attachment

Attachment: 941 Concord Rd CR (1204 : 941 Concord Rd CR)

Grantor: Sanjiv Luthra and Nalini Luthra
 Grantee: Town of Sudbury, Conservation Commission
 Address of Property: 941 Concord Road, Sudbury, MA 01776
 For title see: Deed dated February 9, 2012,
 recorded with the Middlesex South Registry of Deeds at
 Book 58607, Page 382

CONSERVATION RESTRICTION TO
TOWN OF SUDBURY, MASSACHUSETTS

(Property Address: 941 Concord, Sudbury, MA)
 Sudbury CR# 101
 DEP File No. 301-1103 301-320

Sanjiv Luthra and Nalini Luthra, of 941 Concord Road, Sudbury, Massachusetts 01776 and their successors and assigns (“GRANTOR”), acting pursuant to sections 31, 32 and 33 of Chapter 184 of the General Laws, hereby grant to the TOWN OF SUDBURY, a Massachusetts municipal corporation acting by and through its Conservation Commission in accordance with M.G.L., chapter 40, sec. 8C, its permitted successors and assigns (“GRANTEE”) with quitclaim covenants, for nominal consideration in perpetuity and exclusively for conservation purposes, the following described conservation restriction on a 1.04 acre portion of a 1.67 acre parcel of land known as and numbered 941 Concord Road in the Town of Sudbury (the restricted area herein referred to as the “Premises”), being shown as the “Conservation Area” on a plan of land entitled “Conservation Restriction Plan 941 Concord Road Sudbury, MA” dated April 15, 2013 prepared by Bruce Saluk & Assoc., Inc., which is recorded herewith and a reduced copy attached hereto as Exhibit A (“Plan”), which Premises is bounded and described as shown on the Plan.

PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity predominantly in their natural, scenic and open condition and to prevent any use of the Premises that will materially impair or interfere with the

Attachment: 941 Concord Rd CR (1204 : 941 Concord Rd CR)

conservation values of the Premises. The GRANTOR and the GRANTEE acknowledge and agree that the Premises provide protection of significant scenic, aesthetic, and ecological values in their present state as natural areas comprising bordering vegetated wetlands, adjacent upland resource areas, wetland resource areas and a stream, The GRANTOR and the GRANTEE further acknowledge and agree that the Premises have not been subjected to development incompatible with said state, and that protection of the Premises in their predominantly natural or open condition will be of benefit to the public through the protection of the public water supply, ground water supply and wildlife habitat, and the prevention of storm damage and pollution, and flood control. The GRANTOR and GRANTEE share the common purpose of conserving the natural values of the Premises for the present generation and future generations. This Conservation Restriction is required by the Conservation Commission of Sudbury in its Orders of Conditions issued pursuant to M.G. L. Ch. 131, Sec. 40 on March 9, 1992 and recorded with the Middlesex South Registry of Deeds in Book 22681, Page 56 and issued on March 13, 2013 and recorded with the Middlesex South Registry of Deeds in Book 61660, Page 107.

The terms of this Conservation Restriction are as follows:

A. PROHIBITED USES AND ACTIVITIES - RESTRICTED AREA

Except as otherwise permitted in paragraph B below, the GRANTOR, his successors and assigns shall neither perform nor permit others to perform any of the following activities or uses, which are prohibited, on, above or below the Restricted Area (i.e., the Premises);

- (1) Constructing or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign billboard, or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above, or under the ground;
- (2) Mining, excavating, dredging or removal of soil, loam, peat, gravel, sand, rock or other mineral substances or natural deposit;
- (3) Placing, filling, or dumping of soil or other substances on the ground as landfill or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, solid or chemical waste or other substance or material whatsoever;
- (4) Cutting, removing or otherwise destroying trees, shrubs or other vegetation;

- (5) Use parking or storage of motorized vehicles of any nature or kind, including but not limited to cars, trucks, motorcycles, all-terrain vehicles and snowmobiles, except as may be necessary for emergency personnel in carrying out their lawful duties;
- (6) Activities detrimental to drainage, flood control, water conservation, erosion control, wild-life habitat or soil conservation;
- (7) Subdivision or other division of the Restricted Area and the Premises cannot be used towards further building requirements on this or any other land;
- (8) Any work within a wetland resource area or within the 100' adjacent upland resource area, except with prior review and approval by the Grantee;
- (9) Use of pesticides or herbicides;
- (10) Storage or underground storage of petroleum products;
- (11) Use of de-icing chemicals;
- (12) Use of fertilizers;
- (13) Planting of non-native or invasive species;
- (14) Construction of gazebos, foot bridges or other structures;
- (15) Any other use or activity which would materially impair conservation interests unless necessary in an emergency for the protection of the conservation interests that are identified as purposes of the Conservation Restriction, and with prior written permission of the Sudbury Conservation Commission, or permission as soon as practicable after the emergency.

B. RESERVED RIGHTS - RESTRICTED AREA

- 1. Except as expressly limited in this Conservation Restriction, the GRANTOR reserves all rights as owner of the Premises, including the right to use the Premises for all

purposes not inconsistent with and do not materially impair the purposes or conservation interests of this Conservation Restriction.

2. Notwithstanding anything contained in Paragraph A hereof, the GRANTOR reserves the right to conduct or permit the following activities and uses on the Restricted Area:

- (i) With prior written permission of the Conservation Commission, the selective minimal pruning and cutting of trees and shrubs to control or remove hazards, disease, invasive species, or insect or storm damage provided the planting of new native trees to further enhance the purposes of this Conservation Restriction is accomplished; and
- (ii) With prior written permission of the Conservation Commission, the right to control noxious, nuisance, or non-native plant or animals species in a manner that does not materially impair non-target species or water quality.
- (iii) To use, operate, repair, maintain and if needed to replace the existing well that supplies potable water to the house, as well as the pump and piping associated with that well.
- (iv) To retain any condition that exists as of the recording of this CR.

C. COMPLIANCE WITH APPLICABLE LAW

The exercise of any right reserved by GRANTOR shall be in compliance with the then-current Wetland Administration By-Law of the Town of Sudbury, the state Wetlands Protection Act (Massachusetts General Laws Chapter 131, Section 40), and all other applicable federal, state, and local law. The inclusion of any reserved right requiring a permit from a public agency does not imply that GRANTEE or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.

D. ACCESS

The GRANTOR grants to the GRANTEE the right to enter the Premises at reasonable times and in a reasonable manner for the purposes of inspecting the same to determine compliance herewith.

The Conservation Restriction hereby conveyed does not grant to the general public, or to any other person any right to enter upon the Premises or conduct any activities on the Premises, except those rights expressly conferred upon the GRANTEE as set forth in this Section D, and those rights reserved by the GRANTOR.

E. LEGAL REMEDIES OF GRANTEE

The rights hereby granted shall included the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the GRANTEE will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the GRANTEE. GRANTOR, and his successors and assigns covenant and agree to reimburse GRANTEE all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a court of competent jurisdiction determines that there has been a violation of this Conservation Restriction. By its acceptance of this Conservation Restriction, GRANTEE does not undertake any liability or obligation relating to the condition of the Premises not caused by, Grantee or its agents. Enforcement of the terms of this Conservation Restriction shall be at the discretion of GRANTEE, and any forbearance by GRANTEE to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver. In the event of a dispute over the boundaries of the Conservation Restriction, the GRANTOR will be responsible for surveying and placement of monuments along the boundaries of this Conservation Restriction.

F. DURATION AND ASSIGNABILITY

The burdens of this Conservation Restriction shall run with the Premises and shall be enforceable against GRANTOR and his successors and assigns holding any interest in the Premises in perpetuity. GRANTEE is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the GRANTEE, except in the following instances and from time to time: (1) as a condition of any assignment, GRANTEE requires that the purpose of this Conservation Restriction continue to be carried out, and (2) the assignee, at the time of assignment, qualifies under Section 32 of Chapter 184 of the General Laws as an eligible GRANTEE to receive this

Conservation Restriction directly, and (3) GRANTEE agrees to comply with the provisions of Article 97 and amendments of the state constitution, and give written notice to GRANTOR and his successors and assigns of any such assignment at least twenty (20) days prior to the same, but failure to do so shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

G. SUBSEQUENT TRANSFERS

GRANTOR, for himself and his successors and assigns, agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which GRANTOR conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Failure to do so shall not impair this Conservation Restriction or its enforceability in any manner. GRANTOR and each such successor in title shall not be liable hereunder for breaches of this Conservation Restriction arising after his period of ownership, but shall be liable for breaches of this Conservation Restriction occurring or existing during his respective period of ownership.

H. EXTINGUISHMENT

If any occurrence ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall not be entitled to any proceed.

I. MISCELLANEOUS

(a) Controlling Law The interpretation and performance of this Conservation Restriction shall be governed by the laws of The Commonwealth of Massachusetts.

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

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

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

(e) Effective Date This Conservation Restriction shall be effective when the GRANTOR and the GRANTEE have executed this indenture, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, the approval of GRANTOR's mortgagee, if any, has been obtained, and the indenture has been recorded. This Conservation Restriction shall be recorded in a timely manner.

(f) Estoppel Certificates Upon request by the GRANTOR, the GRANTEE shall within forty-five (45) days execute and deliver to the GRANTOR any document, including an estoppel certificate, which certifies the GRANTOR's compliance with any obligation of the GRANTOR contained in this Conservation Restriction, provided that GRANTOR is in compliance therewith. If the GRANTOR is not in compliance, the estoppel certificate shall describe the noncompliance.

(g) Miscellaneous Approval of this Conservation Restriction pursuant to M.G.L. chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

NO DOCUMENTARY STAMPS ARE REQUIRED.

Attachment: 941 Concord Rd CR (1204 : 941 Concord Rd CR)

EXECUTED UNDER SEAL THIS 12th DAY OF January, 2015

GRANTOR:

Sanjiv Luthra
Sanjiv Luthra

GRANTOR:

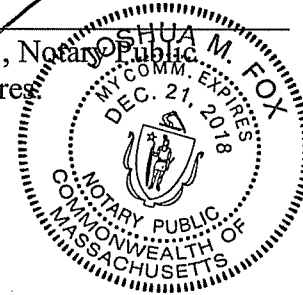
Nalini Luthra
Nalini Luthra

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 12 day of January, 2015 before me, the undersigned notary public, personally appeared the above-named Sanjiv Luthra and Nalini Luthra, proved to me through satisfactory evidence of identification, which were: DRIVERS LICENSE
_____ to be the persons whose names are executed on the preceding or attached document, and acknowledged to me that they executed it voluntarily for its stated purpose.

My Commission Expires



Attachment: 941 Concord Rd CR (1204 : 941 Concord Rd CR)

ACCEPTANCE OF GRANT

At a public meeting held on _____, the Sudbury Conservation Commission voted to accept the above Conservation Restriction granted by Sanjiv Luthra and Nalini Luthra to Town of Sudbury under M.G.L. Chapter 40 section 8C, which is accepted, this ____ day of _____ 2015

TOWN OF SUDBURY
by its Conservation Commission:

COMMONWEALTH OF MASSACHUSETTS

Middlesex,ss.

On this ____ day of _____, 2015 before me, the undersigned notary public, personally appeared the above-named _____, _____, _____ and _____, proved to me through satisfactory evidence of identification, which were _____, to be the persons whose names are executed on the preceding or attached document, and acknowledged to me that they executed it voluntarily for its stated purpose before me, as Members of the Town of Sudbury Conservation Commission

Notary Public
My Commission Expires:

Attachment: 941 Concord Rd CR (1204 : 941 Concord Rd CR)

APPROVAL OF SELECTMEN OF TOWN OF SUDBURY

At a public meeting held on _____ the Selectman voted to approve and accept the above Conservation Restriction, which is accepted this _____ day of _____, 2015

TOWN OF SUDBURY
by its Selectmen

PATRICIA A. BROWN

ROBERT C. HAARDE

LAWRENCE W. O'BRIEN

LEONARD A. SIMON

CHARLES WOODARD

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2015 before me, the undersigned notary public, personally appeared the above-named PATRICIA A. BROWN, ROBERT C. HAARDE and LAWRENCE W. O'BRIEN, LEONARD A. SIMON and CHARLES WOODARD proved to me through satisfactory evidence of identification, which were _____, to be the persons whose names are executed on the preceding or attached document, and acknowledged to me that they executed it voluntarily for its stated purpose before me, as Members of the Town of Sudbury Board of Selectmen

Notary Public
My Commission Expires:

Attachment: 941 Concord Rd CR (1204 : 941 Concord Rd CR)

**APPROVAL BY SECRETARY OF THE EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Sanjiv Luthra and Nalini Luthra, to Town of Sudbury acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

_____, Secretary
Executive Office of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

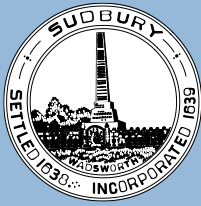
On this ____ day of _____, 2015 before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is executed on the preceding or attached document, and acknowledged to me that he executed it voluntarily for its stated purpose as Secretary of the Executive Office of Energy and Environmental Affairs, before me,

Notary Public

My commission expires:

Attachment: 941 Concord Rd CR (1204 : 941 Concord Rd CR)





SUDBURY BOARD OF SELECTMEN

Tuesday, February 24, 2015

CONSENT CALENDAR ITEM**19: PBC Resignation****REQUESTOR SECTION**

Date of request: February 17, 2015

Requested by: Leila S. Frank

Formal Title: Vote to accept the resignation of Gifford Perry, 27 Ames Road, from the Permanent Building Committee, and to thank him for his service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignation of Gifford Perry, 27 Ames Road, from the Permanent Building Committee, and to thank him for his service to the Town.

Background Information:

See attached

Financial impact expected: not applicable

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

EXECUTIVE CONSTRUCTION CONSULTANTS LLC

- Construction Management
- Permitting & Development
- Owner & Lender Representation
- Facilities Management

W. Gifford Perry
President
27 Ames Road
Sudbury, MA 01776
Cell :617-659-2673

February 5, 2015

Board of Selectman

Town of Sudbury
278 Old Sudbury Road
Sudbury, MA
01776

RE: PBC

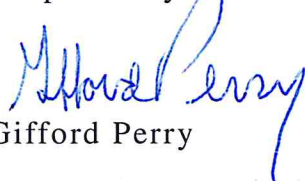
Attention: Chairman Charles C. Woodard

With great reluctance I am submitting my resignation to be a member on the Permanent Building Committee (PBC). It has been a great experience and fulfilling serving on this board. Unfortunately I have a new job that requires more time than I can give PBC.

The members on PBC and Co-Chairs are great people to work with and I admire their dedication and time they give the Town. They truly give an enormous amount of time and effort.

Thank you for giving me an opportunity to serve the Town of Sudbury.

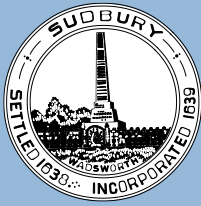
Respectfully submitted,



Gifford Perry

CC. PBC - Co-Chairs Mike Melnick & Elaine Jones

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2015 FEB 12 P 12:27

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

CONSENT CALENDAR ITEM**20: ZBA and ERB Resignation****REQUESTOR SECTION**

Date of request: February 17, 2015

Requested by: Leila S. Frank

Formal Title: Vote to accept the resignation of Stephen Garanin, 39 Griscom Road, from the Zoning Board of Appeals and Earth Removal Board, and to thank him for his service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignation of Stephen Garanin, 39 Griscom Road, from the Zoning Board of Appeals and Earth Removal Board, and to thank him for his service to the Town.

Background Information:

See attached

Financial impact expected: not applicable

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

RECEIVED
JAN 29 2015

BY:

January, 29, 2015

To Whom It May Concern:

As of today, January 29, 2015, I resign my positions as an Associate of the Board of Appeals and Member of the Earth Removal Board.

Thank you for the opportunity to serve the Town of Sudbury for the past 11 years in these capacities.

Sincerely,

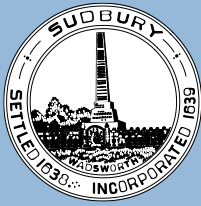


Stephen A Garanin

39 Griscom Road

Sudbury, AM 01776

978-460-4207

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

CONSENT CALENDAR ITEM**21: Fieldhouse 5K****REQUESTOR SECTION**

Date of request: February 3, 2015

Requestor: Eliza Duddy, The Fieldhouse

Formal Title: Vote to Grant a Special Permit to the Fieldhouse Sudbury, to Hold the “The Fieldhouse 5K/5 Mile” Walk/Run on Sunday, May 3, 2015, from 8:30 A.M. through approximately 10:00 A.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the race’s conclusion.

Recommendations/Suggested Motion/Vote: Vote to Grant a Special Permit to the Fieldhouse Sudbury, to Hold the “The Fieldhouse 5K/5 Mile” Walk/Run on Sunday, May 3, 2015, from 8:30 A.M. through approximately 10:00 A.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the race’s conclusion.

Background Information:
CONSENT CALENDAR

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Barbara Saint Andre	Pending
Leila S. Frank	Pending
Patty Golden	Pending
Maureen G. Valente	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

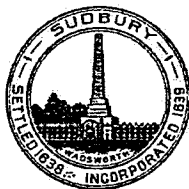
02/24/2015 7:30 PM

MEETING NOTES SECTION

Board’s action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

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

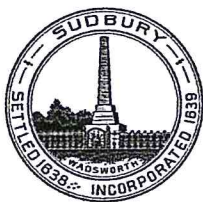
Written permission to conduct a fundraising walk or relay race in any public street, public sidewalk or public way within the Town must be obtained from the Board of Selectmen prior to the event. The Chief of Police will determine the appropriate public safety requirements for this event and the cost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

Organization Name The FIELDHOUSE
 Event Name FIELDHOUSE 5k/5 mile road race for Boston Children's Hospital League
 Organization Address 31 Union Ave Sudbury MA 01776
 Name of contact person in charge Eliza Duddy
 Telephone Number [REDACTED]
 Email address [REDACTED]
 Date of event 5/3/2015 Rain Date N/A
 Starting time 8:30am Ending time 10:00am
 Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to this application) See attached
 Anticipated number of participants 250
 Assembly area (enclose written permission of owner if private property to be used for assembly) The FIELDHOUSE Sudbury 31 Union Ave Sudbury MA 01776
 Organization that proceeds will go to Boston Children's Hospital League
 Any other important information _____

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

Signature of Applicant

Date 1/21/2015



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

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

Application Checklist:

- ☐ Application Form
- ☐ Map of Route
- ☐ Evidence of Certificate of Insurance (please see details above)

Please submit completed application and materials to:

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

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

Application received in Selectmen's office by _____ Date _____

Recommendation and requirements of Sudbury Chief of Police: _____

Signature of Police Chief _____ Date _____

5k route:

south on driveway to Boston post rd

right on 20

right on horse pond

left on jarman

left on old meadow

left on eliot

right on horse pond

left on 20

left into parking lot

5 mile:

south on driveway to Boston post rd

right on 20

right on horse pond

left on jarman

left on old meadow

right on bent

left on stone

left on howell

left on robbins

right on bent

right on old meadow

left on eliot

right on horse pond

left on 20

left into parking lot

Firefox File Edit View History Bookmarks Yahoo! Tools Window Help

Real Deal Sn... 2015+PRI+B... Aluminum Bleac... Login Postural Res... Shopping Cart Sudbury Camp Fair MapMyRun... EZ Facility TMS

www.mapmyrun.com/routes/create/

YAHOO! sudbury camp fair

mapmyrun MY HOME DISCOVER IMPROVE Try MVP

Choose map location

Sudbury, MA, 01776, U SEARCH

Get Directions Import

Route Details

Name this map

Choose an Activity

Send to Phone ☐ SAVE ROUTE

More

Log as a Workout

Directions / Notes

Go MVP - No Advertisements

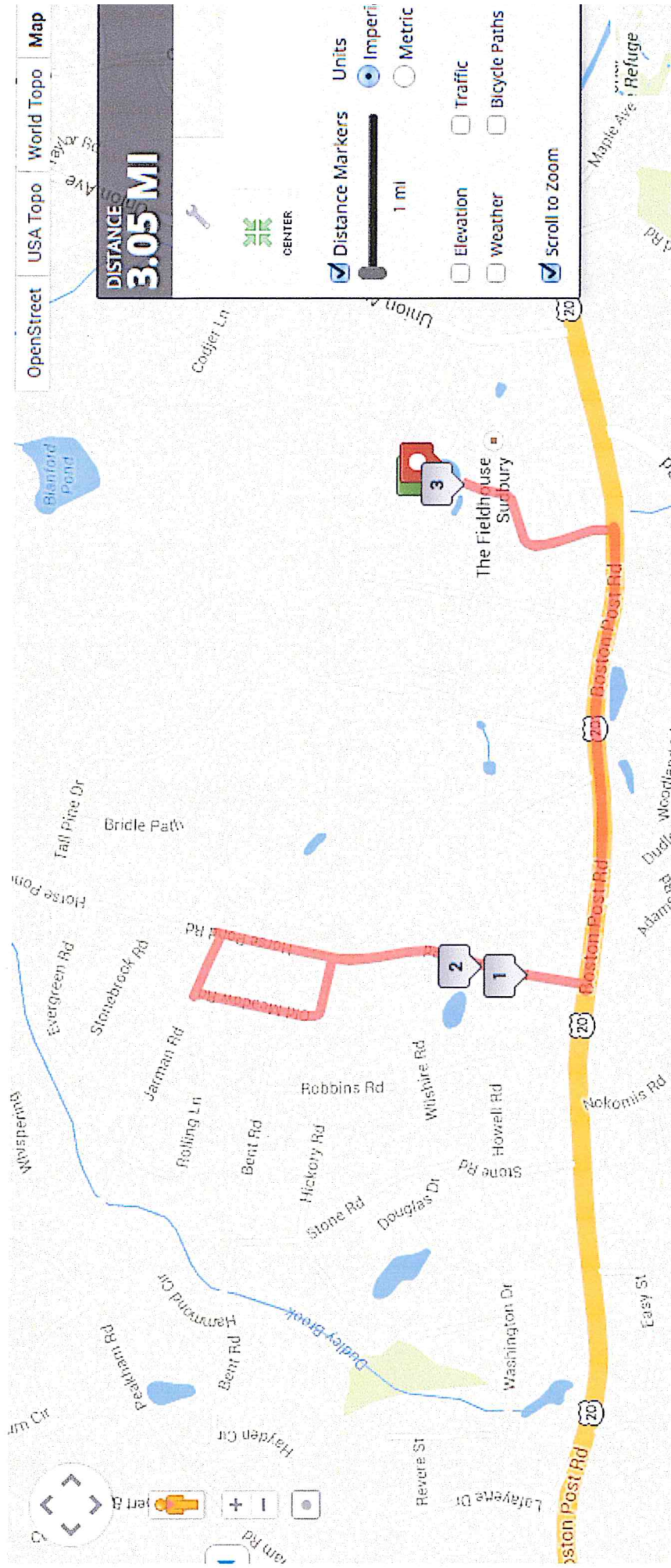
Try Route Genius for fresh local routes of your target distance!

DISTANCE 4.95 MI

Map Settings:

- ☒ Auto Follow Roads
- ☒ Avoid Highways
- ☒ Distance Markers
- ☒ Units: Imperial
- ☐ Elevation
- ☐ Weather
- ☐ Traffic
- ☐ Bicycle Paths

Map Controls: UNDO, CLEAR, RETURN, REVERSE, OUT+END





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/15

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

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

PRODUCER Shenkel Insurance Agency, Inc. 1017 Turnpike Street #12B Canton, MA 02021	CONTACT NAME:	
	PHONE (A/C No. Ext): (781) 575-9111	FAX (A/C No.): (781) 401-9995
INSURED Fieldhouse LLC 31 Union Avenue Sudbury, MA 01776	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Greenwich Insurance	
	INSURER B: The Hartford	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ASG0894807	7/30/14	7/30/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		ASA0894809	7/30/14	7/30/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	08WECD05232	11/14/14	11/14/15	WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate Holder evidenced as an additional insured with respect to liability caused by the negligence of the named insured.

CERTIFICATE HOLDER

CANCELLATION

Town of Sudbury 322 Concord Road Sudbury, MA 01776	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steven M. Shenkel

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

Phone: (781) 575-9111

The ACORD name and logo are registered marks of ACORD

Fax: (781) 401-9995

E-Mail: steven@shenkel.com

Fieldhouse 5K / 5 Mile Department Feedback May 3, 2015

DPW

From: Place, Bill

Sent: Thursday, January 22, 2015 1:27 PM

Subject: RE: UPDATED: Fieldhouse 5K/5 Mile Road Race for Boston Children's Hospital

The DPW has no issues.

Bill

FIRE DEPARTMENT

From: Miles, William

Sent: Wednesday, January 14, 2015 5:50 AM

To: Sudbury Community Events

Subject: **ACCEPTED:** Fieldhouse 5K/10K for Boston Children's Hospital

When: Sunday, May 03, 2015 8:30 AM-10:00 AM (UTC-05:00) Eastern Time (US & Canada).

PARK & RECREATION

From: McShea, Nancy

Sent: Thursday, January 22, 2015 1:01 PM

Subject: **ACCEPTED:** UPDATED: Fieldhouse 5K/5 Mile Road Race for Boston Children's Hospital

When: Sunday, May 03, 2015 8:30 AM-10:00 AM (UTC-05:00) Eastern Time (US & Canada).

This works out much better

From: McShea, Nancy

Sent: Thursday, January 15, 2015 5:18 PM

To: Frank, Leila

Subject: Re: Fieldhouse 5k/10k

we have youth sports going on at Curtis field and I am concerned it will conflict with them using Curtis for their race and our users not being able to find ample parking for their field usage

Nancy McShea, CPRE, CPSI

Attachment: Fieldhouse 5k_10k Approvals (1190 : Fieldhouse 5K)

POLICE DEPARTMENT**From:** Nix, Scott**Sent:** Tuesday, February 17, 2015 10:13 AM**Subject:** RE: UPDATED: Fieldhouse 5K/5 Mile Road Race for Boston Children's Hospital

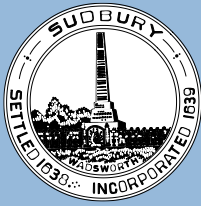
Their first event went well but I am concerned as the numbers grow for future events this route will not be appropriate. The route we worked out from Curtis is a much safer route. We can see how this event progresses but in the future I would recommend a different location such as Curtis. Thank you.

From: Nix, Scott**Sent:** Wednesday, January 14, 2015 3:31 PM**Subject:** **ACCEPTED:** Fieldhouse 5K/10K for Boston Children's Hospital**When:** Sunday, May 03, 2015 8:30 AM-10:00 AM (UTC-05:00) Eastern Time (US & Canada).

We have reviewed the logistics of the event with the sponsor which we approve of and will have an after action review to determine any issues/improvements if the event continues.

Thank you!

Attachment: Fieldhouse 5k_10k Approvals (1190 : Fieldhouse 5K)

**SUDBURY BOARD OF SELECTMEN**

Tuesday, February 24, 2015

CONSENT CALENDAR ITEM**22: Bike MS Minuteman Ride****REQUESTOR SECTION**

Date of request: February 13, 2015

Requestor: Emiliy Christian, National Multiple Sclerosis Society

Formal Title: Vote to grant a Special Permit to the National Multiple Sclerosis Society, to Hold the "Bike MS Minuteman Ride" on Saturday, July 18, 2015, from 9:00 A.M. through approximately 3:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the race's conclusion.

Recommendations/Suggested Motion/Vote: Vote: Grant a Special Permit to the National Multiple Sclerosis Society, to Hold the "Bike MS Minuteman Ride" on Saturday, July 18, 2015, from 9:00 A.M. through approximately 3:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the race's conclusion.

Background Information:
CONSENT CALENDAR

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Barbara Saint Andre	Pending
Leila S. Frank	Pending
Patty Golden	Pending
Maureen G. Valente	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:



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.usAPPLICATION FOR A CHARITABLE WALK/RELAY PERMIT ON A PUBLIC WAY

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

Organization Name National Multiple Sclerosis SocietyEvent Name Bike MS Minuteman RideOrganization Address 101 A First Ave Suite 6Name of contact person in charge Emily ChristianTelephone Number(s) of contact [REDACTED]Email address [REDACTED]Date of event 7-18-15 Rain Date n/aStarting time 9am Ending time 3pm

Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to this application) Sherman Bridge Rd, Concord Rd, Morse Rd, Marlboro Rd, Fairbanks Rd, Hudson Rd, Sudbury Rd

Anticipated number of participants 150

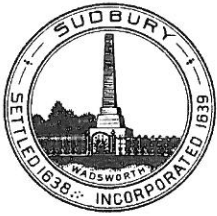
Assembly area (enclose written permission of owner if private property to be used for assembly) _____

Organization that proceeds will go to National Multiple Sclerosis Society

Any other important information _____

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

Signature of Applicant Emily Christian Date 7-16-15



TOWN OF SUDBURY

Office of Selectmen

www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

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

Application Checklist:

- ☒ Application Form
- ☒ Map of Route
- ☒ Evidence of Certificate of Insurance (please see details above)

Please submit completed application and materials to:

Board of Selectmen

278 Old Sudbury Rd.

Sudbury, MA 01776

Fax: 978-443-0756

Email: BOSadmin@sudbury.ma.us

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

Application received in Selectmen's office by _____ Date _____

Recommendation and requirements of Sudbury Chief of Police: _____

Signature of Police Chief _____ Date _____

Attachment: Bike MS July 2015_vp (1143 : Bike MS Minuteman Ride)



National
Multiple Sclerosis
Society
Greater
New England
Chapter

November 18, 2014

Town Manager
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Dear Town Manager:

The National Multiple Sclerosis Society, Greater New England Chapter is excited to host the 7th annual Bike MS: Minuteman Ride on July 18, 2015. Bike MS is a fundraising campaign that raises vital dollars to move the National MS Society closer to a world free of MS. With these dollars, the Greater New England Chapter supports 21,000 people in Maine, Massachusetts, New Hampshire, Rhode Island and Vermont living with multiple sclerosis.

Our route will take us through Sudbury. We expect approximately 100 cyclists to be riding through your town in small groups. Enclosed are cue sheets for street by street directions of the route.

Cyclists will be instructed to ride single file on the right side of the road, and to observe all rules of the road. Our own support vehicles will travel the route to ensure the safety of all.

If you could complete the enclosed form and mail, email or fax it back to me at 781-890-2089, that would be great. If you have any questions regarding this event please feel free to contact me at (781)693-5154.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Christian".

Emily Christian
Logistics Associate

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2014 NOV 24 P 1:56

JOIN THE MOVEMENT

101A First Avenue Suite 6 Waltham MA 02451 1115 tel +1 800 344 4867 fax +1 781 890 2089 www.MSnewengland.org

2015 Bike MS Minuteman Bike Ride - 60 mile

Net Control: 978 888-3363

Miles	Direction	Description	Go	Town:
0.00	L	Walden St	0.70	Concord
0.70	X	Rt. 2 / Continue on Rt. 126	0.58	
1.28	S	Continue on Rt 126 past Walden Pond	0.54	Lincoln
1.82	L	Baker Bridge Rd.	1.15	
2.97	R	Sandy Pond Rd. (not marked)	0.64	
3.61	X	Lincoln/Bedford Rd, Cont on Weston Rd.	0.80	
4.41	R	Silver Hill Rd., cont. on Weston Rd.	1.14	
5.55	X	Route 117, Continue on Merriam St.	1.71	
7.26	R	Concord Rd.	0.78	
8.04	BL	Sudbury Rd.	0.72	
8.76		Continue on Glezen Rd.	1.24	
10.00	R	Route 126/Concord Rd.	1.60	
11.60	L	Oxbow Rd.	1.80	
13.40	R	Sherman Bridge Rd.	1.40	Sudbury
15.80		REST STOP #1 - Lincoln-Sudbury H.S.		
	R	out of rest stop	0.20	
16.00	BL	Concord Rd.	0.30	
16.30	R	Morse Rd.	1.30	
17.60	L	Marlboro Rd.	1.00	
18.60	R	Route 27/Maynard Rd.	0.10	
18.70	L	Fairbanks Rd.	0.80	
19.50	R	Hudson Rd.	2.00	
21.50	BR	Sudbury Rd.	2.10	Hudson
23.60		Continue on Boon Rd.	0.60	
24.20	X	Route 62/Gleasondale Rd.	0.10	Stowe
24.30	BR	Randall Rd.	0.50	
24.80	S	Edison St.	0.30	
25.10	R	Hudson Rd.	1.20	
26.30	L	Route 117/Great Rd.	0.32	
26.62	BR	Lantern Ln.	0.32	
26.94	R	Hiley Brook Rd.	0.30	
27.24	BL	Harvard Rd.	1.22	
28.46	BL	Continue on Finn Rd.	0.96	
29.42	R	Stow Rd.	2.36	
	X	Under Route 495		
31.78	R	Slough Rd.	0.61	
32.39	L	Oak Hill Rd.	0.30	Harvard
32.69	R	Old Littleton Rd.	3.18	
35.87	X	Route 2, Continue on Oak Hill Rd.	1.41	Littleton
37.28	BL	Sanderson Rd.	0.11	
37.38		REST STOP #2 - Fallons Fine Liquor	0.01	
	X	Railroad Tracks		
37.39	R	Harwood Ave.	2.72	

L=Left, R=Right, X=Cross, S=Straight, B=Bear, @=at

2015 Bike MS Minuteman Bike Ride - 60 mile

Net Control: 978 888-3363

Miles	Direction	Description	Go	Town:
40.11	L	Newtown Rd.	0.11	
40.22	R	Nashua Rd.	0.63	
40.85	R	Nagog Hill Rd.	0.56	
41.41	R	Fort Pond Rd.	0.68	Acton
42.09	L	Newtown Rd.	1.60	
43.69	X	Route 27, Continue on Concord Rd.	0.00	
43.69	BL	Concord Rd.	1.30	
44.99	R	Route 2A/Great Rd.	0.10	
45.09	L	Pope Rd.	2.50	Concord
47.59	BL	West St.	1.70	Carlisle
49.29	R	Acton St.	0.90	
50.19	R	Route 225/Westford St.	1.40	
51.49		REST STOP #3 - Carlisle Town Hall	0.10	
51.59	R	Concord St.	1.30	
52.89	R	South St.	1.30	
54.19	BL	West St.	0.50	
54.86	R	Pope Rd.	0.23	Concord
54.69	L	Spencer Brook Rd.	0.40	
55.09	BR	Westford Rd.	0.70	
55.79	BR	Lowell Rd.	1.50	
57.29	L	Barnes Hill Rd.	0.40	
57.69	R	Eastbrook Rd.	0.20	
57.89	L	Liberty St.	0.20	
58.09	R	Monument St.	0.90	
58.99	L	Lexington Rd.	0.30	
59.29	R	Heywood St.	0.10	
59.39	L	Walden St.	0.30	
59.69	L	Concord District Court		
		Congratulations! You made it!		
Route closes at 4:00PM				

CERTIFICATE OF LIABILITY INSURANCE

12/23/2014

YYYY

Packet Pg. 248

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):
123456-Stand-14-15 EAST		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED NATIONAL MULTIPLE SCLEROSIS SOCIETY GREATER NEW ENGLAND CHAPTER 3119 CRANBERRY HIGHWAY UNIT 5E EAST WAREHAM, MA 02538		INSURER A: Federal Insurance Company		20281
		INSURER B: Great Northern Insurance Company		20303
		INSURER C: ACE Property & Casualty Insurance Company		20699
		INSURER D: Employers Insurance Company Of Wausau		21458
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

NYC-006380074-08

REVISION NUMBER:1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			3583-33-49	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7353-02-37	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			M00552835 004	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCC-Z91-451053-014	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

TOWN OF SUDBURY IS ADDED AS ADDITIONAL INSURED EXCLUDING WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF SUDBURY 278 OLD SUDBURY ROAD SUDBURY, MA 01776	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.

**MS Bike Ride Department Feedback
Saturday, July 18, 2015**

DPW
YES.

From: Frank, Leila
Sent: Friday, February 06, 2015 4:59 PM
To: Place, Bill
Subject: FW: 7th Annual Bike MS: Minuteman Ride

Hi Bill,

I received the following response from the race organizer:

*Hi Leila,
The average age of our cyclists is 37. The age range is usually between late 20s/ early 30s to mid 50s. We have used this route in years past and cyclists really enjoy the route.*

*Thanks,
Emily*

Does that meet your concerns?

Thank you,
Leila

Leila S. Frank
Town Manager/Board of Selectmen's Office
Office Supervisor/Information Officer

From: Place, Bill
Sent: Wednesday, February 04, 2015 7:32 AM
To: Sudbury Community Events
Subject: RE: 7th Annual Bike MS: Minuteman Ride

Leila, what is the age group of these bicyclist's? Morse Road and Marlboro Road are very narrow with sharp curves and poor sight lines.

Attachment: MS Bike Ride Approvals (1143 : Bike MS Minuteman Ride)

Why not continue south on Concord Road then west on Hudson Road.

Bill

FIRE DEPARTMENT

From: Miles, William
Sent: Friday, January 16, 2015 2:15 PM
Subject: **ACCEPTED:** 7th Annual Bike MS: Minuteman Ride
When: Saturday, July 18, 2015 10:00 AM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).

PARK & RECREATION

From: McShea, Nancy
Sent: Friday, January 16, 2015 2:15 PM
Subject: **ACCEPTED:** 7th Annual Bike MS: Minuteman Ride
When: Saturday, July 18, 2015 10:00 AM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).

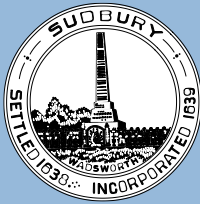
POLICE DEPARTMENT

From: Nix, Scott
Sent: Wednesday, January 28, 2015 10:43 AM
Subject: **ACCEPTED:** 7th Annual Bike MS: Minuteman Ride
When: Saturday, July 18, 2015 10:00 AM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).

We do not have an issue with this event.

Scott

Attachment: MS Bike Ride Approvals (1143 : Bike MS Minuteman Ride)



SUDBURY BOARD OF SELECTMEN

Tuesday, February 24, 2015

CONSENT CALENDAR ITEM**23: Knights of Columbus One Day Wine & Malt**REQUESTOR SECTION

Date of request: February 12, 2015

Requestor: William E. Kneeland, Jr, Knights of Columbus Council #5188

Formal Title: Vote to grant a 1-day Wine & Malt license to William E. Kneeland, Jr, to accommodate a Knights of Columbus fundraiser on Saturday, March 14, 2015 from 6:00 PM to 11:00 PM at Our Lady of Fatima Parish Hall, 160 Concord Road, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.

Recommendations/Suggested Motion/Vote: Vote to grant a 1-day Wine & Malt license to William E. Kneeland, Jr, to accommodate a Knights of Columbus fundraiser on Saturday, March 14, 2015 from 6:00 PM to 11:00 PM at Our Lady of Fatima Parish Hall, 160 Concord Road, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.

Background Information:

Requested information provided with the exception of Certificate of Liability. Building Inspector, Police Dept, Fire Dept, and Board of Health expressed no issues.

Financial impact expected:\$25 to General Fund

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

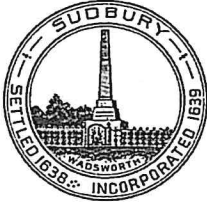
Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

02/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

RECEIVED Flynn Building
BOARD OF SELECTMEN
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
2015 FEB -6 Fax: 978-348-0756
Email: selectmen@sudbury.ma.us

APPLICATION FOR ONE-DAY LIQUOR LICENSE

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

Name of applicant: William E. KNEELAND JR

Address of applicant: 43 Penny Meadow Rd., Sudbury, MA 01776

Phone: [REDACTED]

Organization Name: Knights of Columbus Council #5188

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

ST PATRICK'S DAY dinner / dance

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

Event Date: MARCH 14, 2015

Event Time: 6:00 PM - 11:00 PM

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

Documents Enclosed:

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

Please submit completed application and materials to:

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

2/6/15
Date

William E. Kneeland Jr
Applicant Signature

This is your Official TIPS® Certification Card.

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

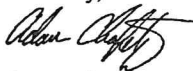
Congratulations!

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

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

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

Sincerely,



Adam F. Chafetz
President, HCI

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



TIPS On Premise 2.0 SSN: XXX-XX-XXXX
Issued: 10/3/2013 Expires: 10/3/2016
ID#: 3581134 D.O.B.: XX/XX/XXXX

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

For service visit us online at www.gettips.com

Knights of Columbus St. Patrick's Day Dinner & Dance

Department Feedback

Fire Department Approval:

From: Miles, William
 Sent: Thursday, February 12, 2015 5:13 PM
 Subject: **ACCEPTED:** Knights of Columbus St Patrick's Dinner/Dance

Board of Health Approval:

From: Murphy, Bill
Sent: Friday, February 20, 2015 8:40 AM
Subject: St. Patrick's Day Event at KoC

The Board of Health **DOES NOT HAVE ANY ISSUES** with the St.Patrick's Day event at the Knights of Columbus.

William C. Murphy, MS,RS,CHO

Building Department Approval:

From: Herweck, Mark
 Sent: Friday, February 13, 2015 7:12 AM
 Subject: **ACCEPTED:** Knights of Columbus St Patrick's Dinner/Dance

Police Department Approval:

From: Nix, Scott
 Sent: Tuesday, February 17, 2015 9:24 AM
 Subject: **ACCEPTED:** Knights of Columbus St Patrick's Dinner/Dance

The police department does not have any issues with the event.

Sc

Attachment: Knights St Patricks Day Approvals (1201 : Knights of Columbus One Day Wine & Malt)