

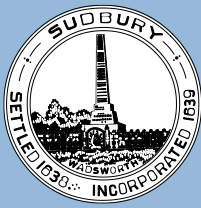
SUDBURY BOARD OF SELECTMEN
TUESDAY MARCH 10, 2015
7:30 PM, TOWN HALL - LOWER LEVEL

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
	7:45 PM		Citizen's comments on items not on agenda
TIMED ITEMS			
1.		<i>VOTE</i>	Vote to appoint Maryanne Bilodeau, Interim Town Manager, as Clerk of the Board of Selectmen
2.		<i>VOTE</i>	Discussion and vote on draft policy for accessing Town Counsel services
3.	8:05 PM	<i>VOTE / SIGN</i>	PUBLIC HEARING: As the Licensing Authority for the Town of Sudbury, 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. Continuation from 2/24/15.
4.		<i>VOTE</i>	Report from Capital Improvement Advisory Committee and vote to accept same
5.	8:40 PM		Joint meeting with Finance Committee to discuss FY16 Budget and other issues
6.	9:00 PM		Exit conference with auditors
MISCELLANEOUS			
7.		<i>VOTE</i>	Discuss and vote on three year forward budget guidance
8.		<i>VOTE</i>	Discussion and vote on whether to request an opinion from Town Counsel with regard to Buddy Dog and the Dover Amendment
9.		<i>VOTE</i>	Review and discuss a revised Town Hall Blue Ribbon Committee draft mission statement, and possibly vote to approve the mission statement

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
10.		<i>VOTE</i>	Town Meeting Action: Designate articles for place on consent calendar; take positions on any articles
11.		<i>VOTE</i>	Discussion on voting to add a warrant article for Special Town Meeting to amend Article XVIII, Section 2 of the General By-laws regarding alcohol licensees and payment of taxes.
12.		<i>VOTE</i>	Discussion regarding Town Manager search and review draft Request for Proposals. Following discussion, vote on whether to approve draft RFP.
13.		<i>VOTE</i>	Discussion and possible vote on date for Open Meeting Law Training with Town Counsel, SPS and LS School Committees
CONSENT CALENDAR			
14.		<i>VOTE</i>	Vote to accept the deed for the Johnson Farm property from Madison Place Sudbury LLC dated February 25, 2015 recorded at the Middlesex South Registry of Deeds at Book 64967, Page 93, and the Plan recorded as Plan 131 of 2015.
15.		<i>VOTE</i>	Vote to approve the regular session minutes of February 3 and February 10, 2015, and the executive session minutes of February 10, 2015.
16.		<i>VOTE</i>	Vote to grant a Special Permit to Joyce Endee Productions to hold a Spring Arts and Crafts Festival on May 16-17, 2015, from 10:00 am to 4:00 pm and an Autumn Arts & Crafts Festival on September 12-13, 2015, from 10:00 am to 4:00 pm at the Wayside Inn, subject to conditions and permits required by the Fire, Police, Health and Building Departments.

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, March 10, 2015

TIMED ITEM

1: Appoint Maryanne Bilodeau as BOS Clerk

REQUESTOR SECTION

Date of request: March 4, 2015

Requested by: Patty Golden

Formal Title: Vote to appoint Maryanne Bilodeau, Interim Town Manager, as Clerk of the Board of Selectmen

Recommendations/Suggested Motion/Vote: Vote to appoint Maryanne Bilodeau, Interim Town Manager, as Clerk of the Board of Selectmen

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

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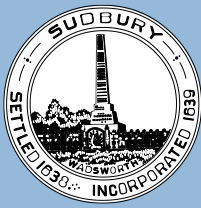
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

TIMED ITEM

2: Town Counsel Accessibility Policy

REQUESTOR SECTION

Date of request: March 4, 2015

Requestor: Chairman Woodard

Formal Title: Discussion and vote on draft policy for accessing Town Counsel services

Recommendations/Suggested Motion/Vote: Discussion and vote on 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

03/10/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



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. Any member of the Board of Selectmen shall have direct access to the Town Counsel for legal opinions.
2. Any member of a board, commission or committee 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 member 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 (once per month or less often) may vote a standing policy that a member 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.
3. Should any member of any Board or Committee request an opinion, that request shall be placed on the next agenda for that Board or Committee.
4. 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.
5. 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.

6. The chairs or vice-chairs of boards, committees or commissions with the Town shall have direct access to Town Counsel to request advice or assistance prospectively concerning the **Open Meeting Law** codified at G.L. c. 39, section 23B or to receive guidance with respect to the rules governing responses to public records requests. They do not need to copy the Town Manager on such inquiries.
7. 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

8. The Town Manager shall have direct access to Town Counsel at all times in relation to her/his duties as Town Manager.
9. 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.
10. 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.
11. 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

12. 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.
13. 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.
14. 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.

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



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.

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

1. Any member of the Board of Selectmen shall have direct access to the Town Counsel for legal opinions.
2. Any member of a 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 member 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 (once per month or less often) may vote a standing policy that a member 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.
- 1.3. Should any member of any Board or Committee request an opinion, that request shall be placed on the next agenda for that Board or Committee.
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.
- 3.4. 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

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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.

~~4.5.~~ 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.

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~~5.6.~~ The chairs or vice-chairs of boards, committees or commissions with the Town shall have direct access to Town Counsel to request ~~opinions advice or information assistance prospectively~~ concerning the **Open Meeting Law** codified at G.L. c. 39, section 23B or to receive guidance with respect to the rules governing ~~ingment~~ responses to public records requests. They do not need to copy the Town Manager on such inquiries.

~~6.7.~~ 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

~~7.8.~~ The Town Manager shall have direct access to Town Counsel at all times in relation to her/his duties as Town Manager.

~~8.9.~~ 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.

~~9.10.~~ 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.

~~10.11.~~ 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

~~11.12.~~ 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.

~~12.13.~~ 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

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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.

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~~13,14.~~ 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.

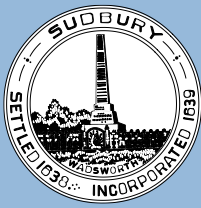
IV. Confidentiality of Attorney-Client Communications

~~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.~~

Commented [B1]: this gag rule should be stricken. you cannot have it both ways. you cannot say individual members have no access to legal opinions and individual members also cannot discuss the lack of legal support they are getting. each individual communication should be marked confidential or with the appropriate mark. this broad sweeping clause is not good government. We need transparency in Sudbury and this is not transparency.

~~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~~March 10, 2015



SUDBURY BOARD OF SELECTMEN

Tuesday, March 10, 2015

PUBLIC HEARING

3: 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: PUBLIC HEARING: As the Licensing Authority for the Town of Sudbury, 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. Continuation from 2/24/15.

Recommendations/Suggested Motion/Vote: As the Licensing Authority for the Town of Sudbury, 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. Continuation from 2/24/15.

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

03/10/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

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

From: Frank, Leila <FrankL@sudbury.ma.us>

To: Erica Cannarozzi <ecannarozz@aol.com>

Sent: Thu, Mar 5, 2015 8:30 am

Subject: Town of Sudbury Documents and Information Requested

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2015 MAR -6 P 12: 22

Hi Erica,

Please see below the documents and information requested for the Hearing continuation on 3/10/15. Please provide these by 12pm on 3/6/15, if possible. If this is not doable due to the turnaround time, we can accept the items till 12pm on 3/10/15.

Please confirm receipt of this email.

DOCUMENTS:

- 1) Sierras Realty Trust [hand delivered to Leila on 3/6/15](#)
- 2) Documents showing whether Carlisle River, Inc. or Erica Cannarozzi has a propriety interest and/or beneficial interest in the Sierra Realty Trust, [Erica Cannarozzi has a beneficial interest in the Trust, documents of which have been hand delivered on 3/6/15](#)
- 3) Any contract between or among Samuel Cannarozzi, Erica Cannarozzi, Carlisle River, Inc., d/b/a Erica's Restaurant, and Sierras Realty Trust showing financial obligations of any kind between or among those parties. [Promissory Note relative to assignment of beneficial interest in Trust signed personally by Erica Cannarozzi, along with Beneficial Interest Pledge Agreement, also signed personally by Erica Cannarozzi, hand delivered to Leila on 3/6/15](#)
- 4) Any notes, IOUs, or contracts signed by Erica Cannarozzi on behalf of Carlisle River, Inc. showing a debt of any kind. [None](#)

INFORMATION: (Questions for Mr. and Mrs. Cannarozzi)

- 1) Does Samuel Cannarozzi or any other person or entity other than Carlisle River, Inc. have any expectation of receiving any income or proceeds from the operation of Erica's Restaurant? [Answer: Samuel Cannarozzi expects to be a salaried employee.](#)
- 2) Does Samuel Cannarozzi expect to render any services for Erica's restaurant? If so please describe all such services and the amount of time per month to be spent on such activities? [Answer: Assistant Manager relative to those duties which apply to the operation of a restaurant. Full time, \(forty\) 40 hours per week.](#)
- 3) Will any person or entity other than Carlisle River, Inc. have a proprietary interest, beneficial interest, or note or loan on Erica's Restaurant if it opens at that location? If yes, describe in detail such interest, and if there will be a note or loan, how much will it be for? [Answer : No](#)

Thank you,
Leila

Leila S. Frank
Town Manager/Board of Selectmen's Office
Office Supervisor/Information Officer
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3380

Document Addressing Item 1

3-7

DECLARATION OF TRUST

WE, JOHN A. OUELLETTE of 150 Gardner Street, Brookline, Norfolk County, Commonwealth of Massachusetts, and SAMUEL J. CANNAROZZI of 1535 Sudbury Road, Concord, Middlesex County, Commonwealth of Massachusetts, hereby declare that they and their successor or successors in trust (hereinafter referred to as the "Trustee") will hold any and all property (real, personal and mixed) and interests in property that may be transferred to or acquired by them as Trustee hereunder, in trust for the sole benefit of the beneficiaries for the time being hereunder, upon the terms herein set forth; namely, as follows:

1. The Trust hereby established may be referred to as SIERRAS REALTY TRUST, having a usual place of business at 470 North Road, Sudbury, Massachusetts 01776.

2. The original beneficiaries of this Trust are the persons listed as beneficiaries in the Schedule of Beneficiaries this day executed by them and filed with the Trustee; and the interests of the beneficiaries are as stated in said Schedule.

3. No assignment or transfer of any beneficial interest may be made without the written consent of the Trustee and all the beneficiaries hereunder. The Trustee shall not be affected by any assignment or transfer of any beneficial interest to which they have consented until they have received actual notice that such assignment or transfer has in fact been made, nor shall they be required to recognize any equity to which any beneficial interest may be subject. Any Trustee may without impropriety be or become a beneficiary and exercise all rights of a beneficiary

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with the same effect as though he were not a Trustee.

4. Except as hereinafter provided in case of the termination of this Trust, the Trustee shall have no power to deal in or with the Trust estate except as directed by all the beneficiaries, the Trustee shall, in accordance with such directions, have full power and authority to sell, mortgage, assign, transfer, pledge, borrow, lend, liquidate, and otherwise deal with or dispose of all or any part or parts of the Trust Property; and to execute and deliver leases, subleases, agreements and other instruments with respect to the Trust Property, any or all of which may extend beyond the date of any possible termination of the Trust; and to borrow money (with or without security), and execute and deliver notes or other evidences of such borrowings; and to grant or acquire rights or easements with respect to the Trust Property; and to give releases, discharges and extensions; provided that the Trustee shall not be required to take any action so directed which will in the opinion of the Trustee involve them in any personal liability unless first indemnified to the satisfaction of the Trustee. These provisions shall not affect or impair the rights of persons relying upon the public record, as provided in Paragraph 7 hereof.

5. The Trustee for the time being hereunder shall not be liable for any error of judgment nor for any loss arising out of any act or omission in the execution of the Trust so long as they act in good faith, but shall be responsible only for their own

willful breach of trust. No Trustee shall be liable for any act or omission of any other Trustee. No leave or license of court shall be requisite to the validity of any transaction entered into by the Trustee.

6. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any responsibility or liability to see to the application of any purchase money, or of any money loaned, or property loaned or delivered to the Trustee, or to see that the terms and conditions of this Trust have been complied with or performed.

7. Every agreement, mortgage, pledge, note, assignment, transfer, check, extension, release, discharge and other writing or document executed by the person appearing from the records in the Middlesex County Registry of Deeds, to be the Trustee hereunder, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of the execution and delivery thereof this Trust was in full force and effect, and that the Trustee executing and delivering such instrument was duly authorized, empowered and directed by the beneficiaries to execute and deliver the same, and that such instrument is valid, binding, effective and legally enforceable.

8. Any person dealing with the Trust Property or the Trustee may always rely on a certificate signed by any person appearing from the records of said Registry to be a Trustee hereunder as to who is the Trustee, or who are the beneficiaries hereunder, or as to the existence or nonexistence of any fact or

facts which constitutes conditions precedent to acts by the Trustee or are in any other manner germane to the affairs of the Trust.

9. The Trustee may open, maintain and, at will, close out any checking and savings accounts and safe deposit boxes in any bank, banks, trust companies, federal savings and loan associations, and other banking, lending, or other financial institutions; and the Trustee may deposit funds and other assets of the Trust in such institutions and such safe deposit boxes, and may disburse such funds on checks signed by the Trustee, or by any person or persons authorized, in writing, by the Trustee so to do, as filed by the Trustee with said institution.

10. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded in the said Registry. In the event of any vacancy occurring in the office of Trustee as a result of the death, resignation or inability of a Trustee to serve or otherwise, such vacancy shall be filled by the survivor of the Co-Trustee, which said successor Trustee shall assume such office only upon the recording in said Registry of an instrument signed and acknowledged by him, setting forth the fact of the vacancy in the office of Trustee and his or her acceptance of said office. Any Trustee may be removed and any successor Trustee other than the successor above-named may be appointed, or any additional Trustee may be appointed by an instrument or instruments signed by all of the beneficiaries. However, no such removal or appointment by the beneficiaries

shall be effective until a certificate signed and acknowledged by the Trustee of record (in said Registry) shall have been recorded in said Registry, setting forth the fact of such removal or appointment, and the acceptance in writing by any successor additional Trustee or Trustees so appointed shall have been similarly recorded. The title to the Trust estate shall vest in any such succeeding Trustee or jointly with the remaining Trustee or Trustees, if any, without the necessity of any sale, transfer, assignment or conveyance. Any succeeding or additional Trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond.

11. In every written contract made by the Trustee, reference shall be had to this instrument, and any person contracting or dealing with the Trustee shall look to the trust corpus and not to the Trustee individually nor to the beneficiaries for payment of any debt, note, mortgage, judgment or decree or any other obligation or of any money that may otherwise become due and payable by reason of the failure on the part of the Trustee to perform such contract in whole or in part or for any other cause or reason.

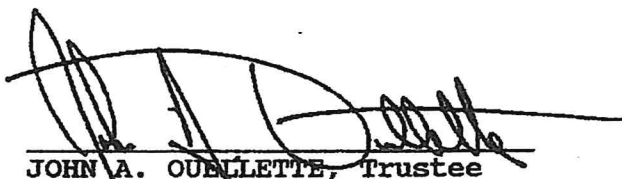
12. The Trust may be terminated at any time by any beneficiary hereunder by notice in writing to the Trustee, or by the Trustee by notice in writing to the beneficiaries; and the Trust shall terminate in any and all events twenty (20) years after the death of the Trustee hereinabove named. In case of any

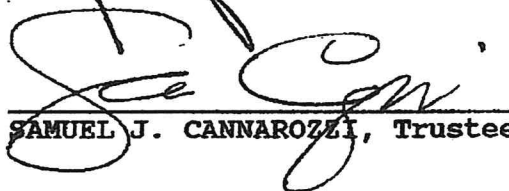
such termination, the Trust shall set over, assign, transfer and convey the entire Trust Property and estate, subject to any leases, mortgages, contracts, or other encumbrances on the trust estate, to the beneficiaries as tenants in common in proportion to their respective interests, and free of all trusts.

13. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the then Trustee hereunder and by all of the beneficiaries and acknowledged by all of them, but such amendment shall not only be effective when an instrument of amendment or a certificate signed by the Trustee, setting forth the terms of such amendment, shall be recorded in said Registry.

14. All references to the Trustee or Trustees apply to substitute, successor or additional Trustee where the context so permits, words used in the plural shall include the singular and words in the masculine gender shall include the feminine and the feminine shall include the masculine where the context so permits.

WITNESS the execution hereof under seal by the Trustee hereinabove named, this 29th day of December, 1989.


JOHN A. OUELLETTE, Trustee


SAMUEL J. CANNAROZZI, Trustee

3.a

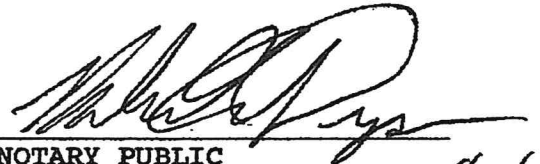
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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS:

December 29 , 1989

Then personally appeared before me the above-named JOHN A. OUELETTE and SAMUEL J. CANNAROZZI, and acknowledged the foregoing instrument to be their free act and deed.



NOTARY PUBLIC

My commission expires: 7/18/91

Documents Addressing Item 2

Assignment of Beneficial Interest in Trust

THIS ASSIGNMENT is made this 24th day of September, 2007, by JOHN A. OUELLETTE whose address is 300 Lynn Shore Drive, Lynn, Massachusetts 01902, (hereinafter referred to as "Assignor"), to ERICA S. CANNAROZZI, whose address is 7 Larch Road, Acton, Massachusetts 01720, (hereinafter referred to as "Assignee").

WITNESSETH:


WHEREAS, the Assignor is a beneficiary of a trust created by Samuel J. Cannarozzi and myself by instrument dated December 29, 1989 recorded with the Middlesex Registry of Deeds at Book 21117, Page 236 and known as the **SIERRAS REALTY TRUST**; and

WHEREAS, the Assignor desires to assign to the Assignee all of Assignor's beneficial interest in the trust; and

WHEREAS, the trust instrument allows such assignment upon the written consent of the all the trustees and beneficiaries which the Assignor acknowledges his consent by this instrument.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee all Assignor's interest as a beneficiary of the Trust.

IN WITNESS WHEREOF, the Assignor has executed this assignment the day and year first above written.



John A. Ouellette, Assignor

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

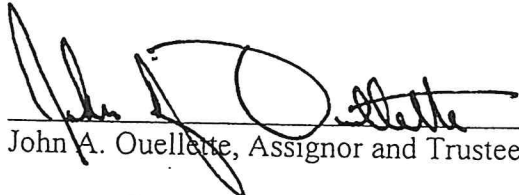
On this _____ day of _____, 2007, before me, the undersigned notary public, personally appeared John A. Ouellette proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

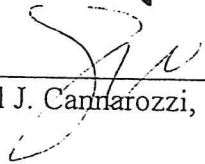
THIS DOCUMENT SHALL NOT BE RECORDED IN THE PUBLIC RECORDS OF ANY COUNTY.

Consent to Assignment of Beneficial Interest in Trust

The Undersigned being all the trustees and beneficiaries of the SIERRAS REALTY TRUST hereby assent to the ASSIGNMENT of beneficial interest in SIERRAS REALTY TRUST made by JOHN A. OUELLETTE whose address is 300 Lynn Shore Drive, Lynn, Massachusetts 01902, (hereinafter referred to as "Assignor") to ERICA S. CANNAROZZI, whose address is 7 Larch Road, Acton, Massachusetts 01720, (hereinafter referred to as "Assignee").



John A. Ouellette, Assignor and Trustee



Samuel J. Cannarozzi, Trustee and Beneficiary

Dated: 9.24.07

RESIGNATION OF TRUSTEE CERTIFICATE

I, JOHN A. OUELLETTE, do hereby acknowledge that I voluntarily tender my resignation as Trustee of the SIERRAS REALTY TRUST pertaining to said declaration of Trust, dated December 29, 1989. This resignation shall take effect immediately.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Trustee(s):

Samuel J. Cannarozzi, Trustee

John A. Ouellette, Trustee



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX

On this 17th day of OCTOBER, 2007, before me, the undersigned notary public, personally appeared John A. Ouellette proved to me through satisfactory evidence of identification, which was MASSACHUSETTS Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose.

NOTARIZE FOR JOHN A. OUELLETTE

Notary Public My Commission Expires: 11-23-2012

Assignment of Beneficial Interest in Trust

THIS ASSIGNMENT is made this 1st day of APRIL, 2013, by **SAMUEL J. CANNAROZZI** whose address is 68 Willow Street, Acton, Massachusetts 01720, (hereinafter referred to as "Assignor"), to **ERICA S. CANNAROZZI**, whose address is 68 Willow Street, , Acton, Massachusetts 01720, (hereinafter referred to as "Assignee").

WITNESSETH:

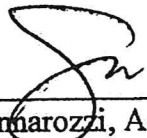
WHEREAS, the Assignor is a beneficiary of a trust created by Samuel J. Cannarozzi and John A. Ouellette by instrument dated December 29, 1989 recorded with the Middlesex Registry of Deeds at Book 21117, Page 236 and known as the **SIERRAS REALTY TRUST**; and

WHEREAS, in consideration of \$100,000 to be paid by Assignee, the Assignor desires to assign to the Assignee all of Assignor's beneficial interest in the trust; and

WHEREAS, the trust instrument allows such assignment upon the written consent of the all the trustees and beneficiaries which the Assignor acknowledges his consent by this instrument.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee all Assignor's interest as a beneficiary of the Trust.

IN WITNESS WHEREOF, the Assignor has executed this assignment the day and year first above written.



Samuel J. Cannarozzi, Assignor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2013, before me, the undersigned notary public, personally appeared Samuel J. Cannarozzi proved to me through satisfactory evidence of identification, a driver's license, to be the person whose name is signed above, and acknowledged that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

THIS DOCUMENT SHALL NOT BE RECORDED IN THE PUBLIC RECORDS OF ANY COUNTY.

Documents Addressing Items 2 & 3

PROMISSORY NOTE

\$100,000.00

March 28, 2013

Concord, Middlesex County, Massachusetts

FOR VALUE RECEIVED, the undersigned ERICA S. CANNAROZZI, an individual residing at 68 Willow Street, Acton, Massachusetts 01720 (AObligor@), promises to pay to the order of SAMUEL J. CANNAROZZI, (together with any successors or assigns, the ALender@), at his office at 68 Willow Street, Acton, Massachusetts 01720, ONE HUNDRED THOUSAND AND 00/100 Dollars (\$100,000.00), with interest thereon at a fixed rate of 3.2% per annum, such principal and interest to be payable as provided below. Interest shall be calculated on the basis of a 360-day year for the actual number of days elapsed including holidays.

SECTION 1. PAYMENT TERMS AND COVENANTS.

1.1 PAYMENTS; PREPAYMENTS. All payments hereunder shall be made by the undersigned to the Lender in United States currency at the Lender=s address specified above (or at such other address as the Lender may specify), in immediately available funds or by Obligor=s business check drawn on available funds in the Obligor=s account, on or before 2:00 p.m. (Boston, Massachusetts time) on the due date thereof. Payments received by the Lender prior to the occurrence of an Event of Default will be applied first to fees, expenses and other amounts due hereunder (excluding principal and interest); second, to accrued interest; and third to outstanding principal; after the occurrence of an Event of Default payments will be applied to the obligations under this Note as the Lender determines in its sole discretion. The undersigned may pay all or a portion of the amount owed earlier than it is due without penalty.

All payments shall be due on the first day of the month in which they are due. Payments shall be made monthly in the amount of \$484.68 including principal and interest at the rate stated above.

The entire balance of this Note, together with any unpaid interest, shall be due on December 31, 2038.

1.2 PREPAYMENTS. The undersigned may make prepayments of principal at any time without penalty.

1.3 DEFAULT RATE. To the extent permitted by applicable law, upon and after the occurrence of an Event of Default (whether or not the Lender has accelerated payment of this Note), interest on principal and overdue interest shall, at the option of the Lender, be payable on demand at a rate per annum (the ADefault Rate@) equal to 5% per annum above the rate of interest otherwise payable hereunder.

1.4 LATE PAYMENT. Without limitation of the foregoing Section 1.3, **if a payment of principal or interest hereunder is not made on its due date or within 15 days thereafter, the undersigned will pay on demand a late payment charge equal to 3% of the amount of such payment.** Nothing in the preceding sentence shall affect the Lender=s right to accelerate the maturity of this Note in the event of any default in the payment of this Note.

SECTION 4. MISCELLANEOUS.

4.1 WAIVER; AMENDMENT. No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any right or amendment hereto shall be effective unless in writing and signed by the Lender nor shall a waiver on one occasion be construed as a bar to or waiver of any such right on any future occasion. Without limiting the generality of the foregoing, the acceptance by the Lender of any late payment shall not be deemed to be a waiver of the Event of Default arising as a consequence thereof. The Obligor waives presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note or of any collateral for the Obligations, and assents to any extensions or postponements of the time of payment or any and all other indulgences under this Note or with respect to any such collateral, to any and all substitutions, exchanges or releases of any such collateral, or to any and all additions or releases of any other parties or persons primarily or secondarily liable hereunder, which from time to time may be granted by the Lender in connection herewith regardless of the number or period of any extensions.

4.2 EXPENSES. Upon default the undersigned will pay on demand all expenses of the Lender in connection with the administration, default, collection or enforcement of this Note or any collateral for the Obligations, or any waiver or amendment of any provision of any of the foregoing, including, without limitation, attorneys' fees, and including without limitation any fees or expenses associated with any travel or other costs relating to any appraisals, examinations, administration of the Obligations or any collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the rate applicable to principal hereunder (including any default rate) and be an Obligation secured by any such collateral.

4.3 LENDER RECORDS. The entries on the records of the Lender (including any appearing on this Note) shall be prima facie evidence of the aggregate principal amount outstanding under this Note and interest accrued thereon.

4.4 GOVERNING LAW; CONSENT TO JURISDICTION. This Note is intended to take effect as a sealed instrument and shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The undersigned agrees that any suit for the enforcement of this Note may be brought in the courts of The Commonwealth of Massachusetts or any Federal Court sitting in such Commonwealth and consents to the non-exclusive jurisdiction of each such court and to service of process in any such suit being made upon the undersigned by mail at the address specified below. The undersigned hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

4.5 SEVERABILITY; AUTHORIZATION TO COMPLETE; PARAGRAPH HEADINGS. If any provision of this Note shall be invalid, illegal or unenforceable, such provisions shall be severable from the remainder of this Note and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Lender is hereby authorized, without further notice, to fill in any blank spaces on this Note,

and to date this Note as of the date funds are first advanced hereunder. Paragraph headings are for the convenience of reference only and are not a part of this Note and shall not affect its interpretation.

4.6 JURY WAIVER. THE LENDER (BY ITS ACCEPTANCE OF THIS NOTE) AND THE UNDERSIGNED AGREE THAT NEITHER OF THEM, INCLUDING ANY ASSIGNEE OR SUCCESSOR SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS NOTE, ANY RELATED INSTRUMENTS, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM. NEITHER THE LENDER NOR THE UNDERSIGNED SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE LENDER AND THE UNDERSIGNED, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE LENDER NOR THE UNDERSIGNED HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

4.7 NOT A CONSUMER NOTE. The Obligor acknowledges that obligations hereunder are not for consumer purposes, but rather the funds borrowed hereunder are for commercial purposes.

4.8 NON-RECOURSE; COLLATERAL. Contemporaneous herewith in order to secure the Obligations the Obligor has executed a pledge of thirty (30) percent of the beneficial interest in Sierras Realty Trust acquired in connection herewith. In the event of a default, the holder hereof shall have recourse only to said interest and not to the Obligor.

Executed under seal this ____ day of _____, 2013.

Witness:



 ERICA S. CANNAROZZI

BENEFICIAL INTEREST PLEDGE AGREEMENT

PLEDGE AGREEMENT, dated as of MAR 14 28, 2013, between Erica S. Cannarozzi, having a residence at 68 Willow Street, Acton, Massachusetts 01720 (APledgor@), and Samuel J. Cannarozzi having his principal place of business at 68 Willow Street, Acton, Massachusetts 01720 (APledgee@).

WITNESSETH:

WHEREAS, Pledgor is the owner of all the beneficial interests in Sierras Realty Trust, a trust created by Samuel J. Cannarozzi and John A. Ouellette by instrument dated December 29, 1989 recorded with the Middlesex Registry of Deeds at Book 21117, Page 236 and known as the **SIERRAS REALTY TRUST**; and

WHEREAS, Pledgor is obligated to Pledgee under a Promissory Note of even date herewith (the ANote@); and

WHEREAS to secure the payment of the indebtedness and obligations evidenced by the Note (the AObligations@), the Pledgor has agreed to grant to Pledgee a first priority security interest in and pledge in thirty (30) percent of her beneficial interests (the "Security").

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, it is hereby agreed as follows:

1. Pledge. Pledgor hereby pledges, assigns, transfers, delivers, deposits, sets over and confirms as a first priority pledge unto Pledgee and its successors and assigns, all of the aforesaid thirty percent of her interests in the trust.

2. Pledgor=s Rights. Unless an Event of Default (as hereinafter defined) shall have occurred and be continuing,

(a) Pledgor shall have the right, from time to time, to the extent permitted by law, to vote and give consents with respect to the interests pledged, which shall continue registered in her name for all purposes not inconsistent with the provisions of this Agreement. Pledgee shall have none of the aforementioned rights; and

(b) Pledgor shall be entitled, from time to time, to the extent permitted by law, to collect and receive for hers own use all dividends paid on the Security, whether paid in cash, securities of Pledgor or any other entity, or otherwise. Pledgee shall have none of the aforementioned rights.

3. Covenants. Pledgor covenants and agrees that until the payment in full of the Obligations:

(a) without the prior written consent of the Pledgee, it will not sell, assign, transfer, mortgage, pledge or otherwise encumber any of its rights in or to any of the Security or

any dividends or other distributions or payments with respect thereto or grant a Lien in any therein;

(b) Pledgor will, at its own expense, execute, acknowledge and deliver all such instruments and take all such actions as Pledgee from time to time may reasonably and in good faith request in order to ensure to Pledgee the benefits of the first priority lien in and to the Security intended to be created by this Agreement; and

(c) Nothing herein shall be construed as a waiver by Pledgee of any restrictions upon the transfer of the Security.

4. Defaults and Remedies. Upon any default in the payment of amounts due upon the Obligations, which default is not remedied within any applicable grace period (an AEvent of Default@), Pledgee is hereby authorized:

(a) to exercise all voting rights with respect to the Security;

(b) to collect and receive all cash dividends and other distributions made thereon;

(c) subject to the restrictions that may otherwise be applicable to the Security, to purchase for its own account after at least twenty (20) business days= notice delivered by overnight courier service such as, but not limited to, Federal Express (which notice Pledgor agrees is commercially reasonable), the whole or any part of the Security at a price per share equal to the value per share as published by an independent agency for the purposes of Employee Stock Ownership Plan (AESOP Valuation@). The amount of the purchase shall be credited against the Obligations and any expenses incurred by Pledgee in exercising its rights. Pledgee shall purchase only so much of the Pledged Shares as is necessary to pay the Obligations and the expenses of enforcing the Note and this agreement. To the extent that Pledgor has any rights under the Uniform Commercial Code as enacted in Massachusetts or Florida, Pledgor hereby waives those rights.

(d) otherwise to act with respect to the Security as though Pledgee were the outright owner thereof; provided, however, that Pledgee shall not have any duty to exercise any such right or to preserve the same (except the duty to use reasonable care to preserve the certificate(s) evidencing the Security and the instruments of transfer related thereto) and shall not be liable for any failure to do so or for any delay in doing so.

In the event of any purchase(s) or transfer(s) hereunder, Pledgee shall, after deducting all reasonable out-of-pocket costs or expenses (including attorney=s fees and disbursements) actually incurred by Pledgee for care, safekeeping, collection, sale, delivery or otherwise, apply the residue of the proceeds of the purchase(s) to the payment of the unpaid indebtedness due upon the Obligations, returning the surplus of the Pledged Shares, if any, to Pledgor. Pledgee shall look only to the Security in the event of a default under the Note and Pledgor shall not be liable upon the Obligations beyond the Security.

5. Termination. Upon payment in full of the indebtedness evidenced by the Obligations, Pledgee shall deliver to Pledgor the Security at the time subject to this Agreement and all

instruments of assignment executed in connection therewith, free and clear of the Lien hereof, and all of Pledgor=s obligations hereunder shall, upon such satisfaction and discharge in full, terminate.

6. Miscellaneous

(a) This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of, and be enforceable by, Pledgee and its successors, permitted transferees and permitted assigns, and shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts applicable to contracts made and performed in such state, and none of the terms or provisions of this Agreement may be waived, altered, modified or amended except in writing duly signed for and on behalf of the party against which enforcement of such waiver or amendment is sought;

(b) All notices hereunder shall be sent by registered or certified mail, return receipt requested and postage prepaid, and shall be addressed:

If to the Pledgor:

Erica S. Cannarozzi
68 Willow Street
Acton, Massachusetts 01720

If to the Pledgee:

Samuel J. Cannarozzi
68 Willow Street
Acton, Massachusetts 01720

or to such other address as the party to receive such notice shall have advised the other parties hereto in accordance herewith, and shall be deemed given upon the date of first attempted delivery by the Postal Service, as shown by the return receipt therefor.

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be duly executed under seal as of the date first above written.

PLEDGOR:



Erica S. Cannarozzi

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

March __, 2013

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): Other :

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

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes No

10. INTERESTS IN THIS LICENSE:

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

IMPORTANT ATTACHMENTS (5):

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

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
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
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	

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

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

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

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

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

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

Date	License	Reason of Suspension, Revocation or Cancellation

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

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

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

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

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):

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*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 No

1. If yes, to whom:

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

5. Terms of Loan :

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

1. If yes, to whom:

2. Number of Shares:

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

If yes, to whom:

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

20. CONSTRUCTION OF PREMISES:

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

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):

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) \$15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

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.
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November 18, 2014

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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

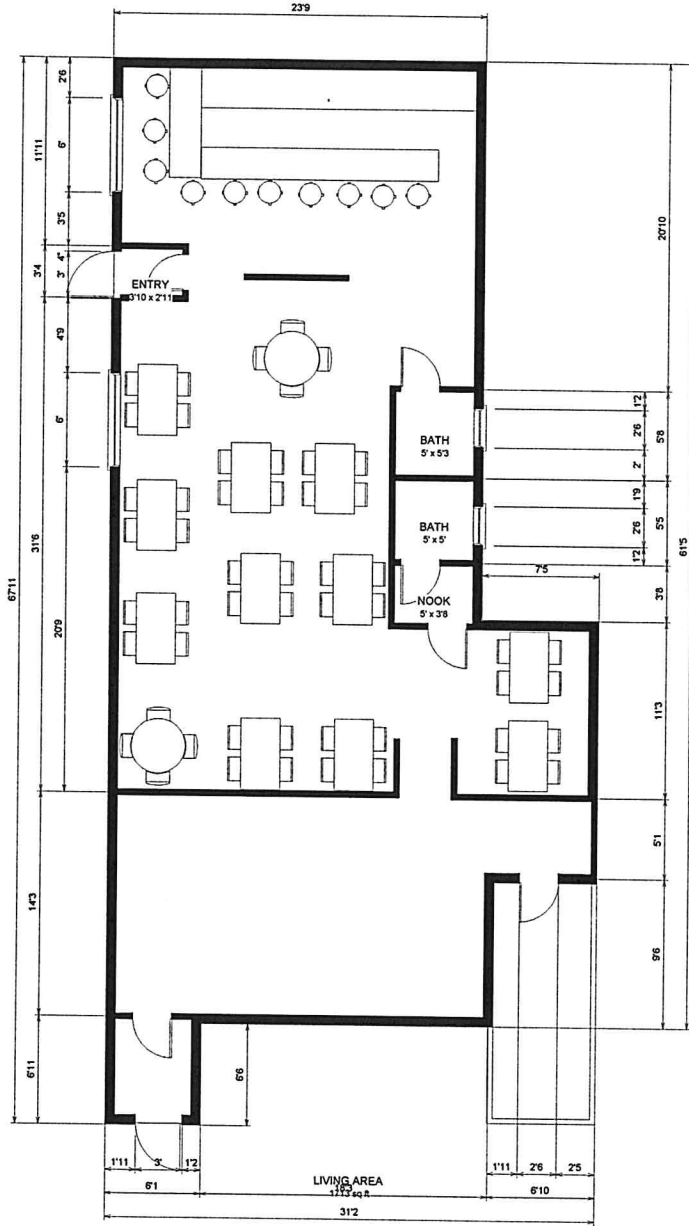
RESOLVED FURTHER, That this resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by all those having the need for such notice.



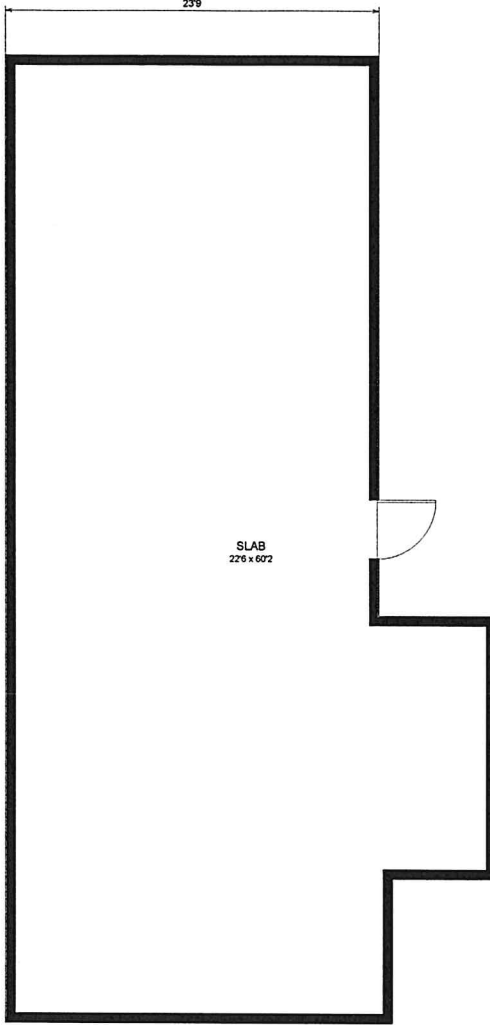
Erica S. Cannarozzi, Sole Shareholder

E

First Floor



Basement



SLAB
226 x 602

LIVING AREA
1569 sq ft

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 CO

OFFICERS 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.)*

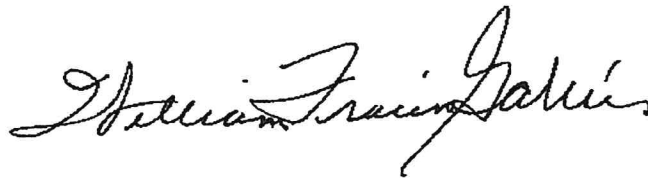
ERICA S CANNAROZZI

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



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, property, 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

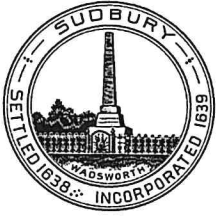
LESSOR:
SIERRAS REALTY TRUST
By



Samuel J. Cannarozzi, Trustee

3.b

Packet Pg. 56



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

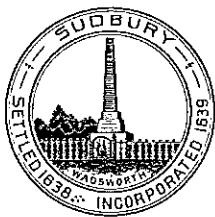
Hi Leila; Building has **NO ISSUES**.

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



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:

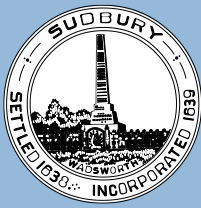
Pouring All Alcohol: 18 Wine & Malt: 5
Package All Alcohol: 4 Wine & Malt: 5

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.

Attachment: Erica's Restaurant Checklist (1225 : Erica's Restaurant All Alcoholic Beverages Restaurant License)



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

TIMED ITEM
4: CIAC Report

REQUESTOR SECTION

Date of request: March 4, 2015

Requestor: Chairman Woodard

Formal Title: Report from Capital Improvement Advisory Committee and vote to accept same

Recommendations/Suggested Motion/Vote: Report from Capital Improvement Advisory Committee and vote to accept same

Background Information:
ppt presentation

Financial impact expected:attached

Approximate agenda time requested: 20 minutes

Representative(s) expected to attend meeting: Tom Travers/Jim Kelly

Review:

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

03/10/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

CIAC Committee

Fiscal Year 2016
Capital Projects
Report to The Board of Selectman
March 10, 2015

Attachment: CIAC presentation to Selectman March 10 2015 (1229 : CIAC Report)

CIAC Committee

- Tom Travers – Chairman *
- Eric Greece – Vice Chairman
- Jaime Gossels – Clerk
- Susan Abrams
- Susan Ciaffi
- Bob Desaulniers
- Michael J. Lane *
- Jim Kelly - Staff Advisor
- Jose Meitin – Finance Committee Liaison

* CIAC representative on FY16 Capital Funding Committee

CIAC FY 16 Summary of Proposed Projects

Total Projects Presented for review	\$	8,399,118
Less: Johnson Farm and Nixon Roof		(2,600,000)
Projects proposed in levy recommended for deferral		(630,000)
Projects funded outside the levy		<u>(3,259,468)</u>
Total projects to be considered to be included in the levy	\$	<u>1,909,650</u>
Projects under CIAC criteria	\$	392,750
Projects needing Capital Exclusion or Free Cash Funding		<u>1,516,900</u>

CIAC FY 16 Funding Proposal

	Capital Funding		CIAC Funding	
	Proposal		Proposal	
Existing Debt Service for FY 16	\$	1,823,034	\$	1,823,034
FY 16 Estimated Police Station Debt Service		615,000		615,000
FY 16 Estimated Johnson Farm Debt Service		142,500		142,500
FY 16 Estimated Nixon Roof Debt Service		85,509		85,509
Proposed Capital items within the Levy		392,750		392,750
DPW Capital Leases		224,040		224,040
Proposed Small Projects and Rolling stock purchases		<u>2,146,500</u>		<u>1,516,900</u>
Sub-Total		5,429,333		4,799,733
Less Free Cash to be used for Capital Projects		(800,000)		(800,000)
Capital Impact on Tax Levy	\$	<u>4,629,333</u>	\$	<u>3,999,733</u>

CIAC FY16 Recommended Projects

• Carpet Replacements	\$108,000
• School Flooring	\$100,000
• School Rooftop HVAC Unit	\$ 75,000
• School Security and Access Controls	\$220,000
• Town and School Parking Lots	\$200,000
• LSHS Fire Alarm Upgrade	\$106,600
• Cardiac Monitor Replacements	\$ 96,000
• DPW Truck Replacements	\$ 311,300
• Cutting Field Lighting	\$ 300,000

CIAC FY16 Projects to Defer

• Fuel Storage Tank Replacement	\$ 250,000
• Atkinson Pool Roof and Envelope	\$ 380,000

FY16 Projects Funded Outside the Levy

• Mass Central Rail Trail Engineering	<u>\$ 110,000</u> *
• Sherman Bridge	\$ 200,000
• LED Lighting Energy Improvements	\$ 50,000
• Transfer Station 10 Wheel roll off	\$ 184,800
• Town Walkways	\$ 100,000
• Davis Field	\$ 1,200,000

* Not recommended

A suggestion to apply \$800K of Free Cash

• Carpet Replacement	\$108,000
• School Flooring	100,000
• HVAC Replacement	75,000
• DPW Truck Replacements	311,300
• LSHS Fire Alarm Upgrade	106,600
• Cardiac Monitor Replacement	<u>96,000</u>
Total	\$796,900

CIAC FY 16 Capital Recommendations

- Thank You to:
Members of the CIAC
Town Department Managers and Town Employees who participated
Capital Funding Committee
- Special Thank you to:
Jim Kelly

CIAC Summary of Proposed Projects

For FY 16

Total Projects Presented for review	\$	8,399,118
Less: Johnson Farm and Nixon Roof		(2,600,000)
Projects recommended for deferral		(630,000)
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Projects under CIAC criteria	\$	392,750
Projects needing Capital Exclusion or Free Cash Funding		1,516,900
Total projects to be considered to be included in the levy	\$	<u>1,909,650</u>

	Capital Funding Proposal	CIAC Funding Proposal
Existing Debt Service for FY 16	\$ 1,823,034	\$ 1,823,034
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Sub-Total	5,429,333	4,799,733
Less Free Cash to be used for Capital Projects	(800,000)	(800,000)
Capital Impact on Tax Levy	\$ 4,629,333	\$ 3,999,733

TO: The Finance Committee and the Sudbury Board of Selectman

FROM: The CIAC

RE: FY16 Capital Plan

DATE: February 11, 2015

The CIAC mission is to review all capital project requests over \$50,000 in one year or over \$100,000 in multiple years for the Town Departments, Sudbury Public Schools and Lincoln Sudbury Regional High School. This memo is to provide the Finance Committee and the Board of Selectmen the CIAC's recommendation on the proposed projects for FY16. Included in our responsibility was the Johnson Farm and Nixon Roof projects which have been already approved at the December Special Town Meeting and Special election. This memo covers the remaining projects that have not yet been presented to the Town.

The CIAC received Schedule A reports from the town staff detailing the projects in August of 2014. Individual CIAC liaison team meetings with department heads and their staff members were completed in October and November. During the fall and early winter, the CIAC held public meetings with the project proponents in order to hear the particular details of the projects and to deliberate.

The following projects are summarized on the attached FY16 Capital Plan Summary analysis.

I. The CIAC recommends that the following projects be approved for the FY16 Capital Plan:

Carpet Replacement \$108,000

The CIAC recommends approval of this request. The carpet replacement project submitted by the Facilities Department will replace selected portions of worn out carpet at the Goodnow Library, Curtis and Loring School's library and administration areas. These replacement address correcting deteriorating areas in all these facilities.

School Flooring Replacement \$100,000

The CIAC recommends approval of the project. This will be the third year of a multi-year project to remove and replace existing classroom carpet and install new VCT floor coverings. The existing carpet is worn out and must be replaced. These replacements address both potential health and safety issues as well as functionality.

School Rooftop HVAC Unit \$75,000

The CIAC supports and recommends this project. The school's rooftop heating and air conditioning units are aging and the proposed project is to replace one rooftop unit at either the Noyes or Loring School. This project addresses aging infrastructure that could have an effect on school programs if an HVAC unit fails.

School Security and Access Controls \$220,000

The CIAC recommends approval of this project. This project is the first phase of a multi-phase project to increase and enhance security in the Sudbury K-8 public schools by installing new surveillance cameras at the exterior perimeter of the buildings and replacing keyed entry doors with card access. With the implementation of entry access control and the security cameras, we can be better prepared to deal with and prevent school violence and vandalism.

Town and School Parking Lots \$200,000

The CIAC recommends approval of this project. Many town parking lots and associated sidewalks and curbs are deteriorated and need significant investment to maintain. Last year \$330,000 was approved to replace the Nixon School lot and to do major repairs and resurfacing at Curtis. This project will complete the work at Curtis Middle School and will support maintenance at other sites to prevent or delay the need for complete removal and replacement of the parking lots.

Fire Alarm System Upgrade at LSRHS \$106,600

The CIAC recommends approval of this project. This project is to upgrade the existing fire alarm system at LSHS. The manufacturer of the current system has notified the school that the existing fire alarm panels are no longer supported because of changing technology and replacement parts are not available from the manufacturer. LSHS has found one set of replacements parts on e-bay to address an emergency situation until replacement is approved and completed. This is a life safety issue and should be a high priority for funding.

Cardiac Monitor Replacement \$96,000

The CIAC supports approval of this project. The Fire Department's EMTs present equipment is older technology. This project provides an upgrade to the monitors that are used by the department. This is a life safety issue and it is important to have reliable technologically advanced cardiac monitors for our EMTs.

DPW Truck Replacements \$311,300

The CIAC supports the approval of these trucks. After many years of deferring the replacement of the DPW department's fleet of trucks and equipment we are finally catching up with the backlog of replacements. These replacements are important to continue to provide a high level of road and property maintenance and plowing for Sudbury. The CIAC supports the report of the Capital Funding Committee to establish a Stabilization Fund for these rolling stock replacements and agrees that this issue should be studied in detail in FY16 for further action in the future.

Lighting Cutting Field/Davis Field Development \$300,000

The Park and Recreation Commission proposes to install lighting at the Cutting Field so that user groups can have more opportunity to use the field at night for either competition or practice. Sudbury needs to enhance and create new recreation space to address shortages of fields. Since this field is artificial turf it will reduce the level of play on our grass fields in bad weather. Since the Davis development is not going to be useful until late FY 16 or FY17 this project can have an immediate impact on field scheduling. The CIAC recommends this project for approval.

II. The CIAC recommends that the following projects be deferred at this time.

Fuel Storage Replacement \$250,000

The CIAC reviewed this request. The project is to replace the current underground fuel storage tanks at the DPW facility. Although there are concerns over potential fuel leaks that could lead to an underground hazmat issue, the committee feels that because the existing tanks are double walled fiberglass tanks with a leak detector monitor system in the interstitial space between tank walls and the tanks are tested multiple times a year, the chance of a major leak is negligible. The CIAC recommends postponing the approval of this project, continuing to monitor the tanks, and exploring the actual life cycle of the fiberglass tanks as well as the environmental issues associated with above ground tanks.

Atkinson Pool Roof and Envelope \$380,000

The project is to replace the 28 year old roof covering and make improvements to the building envelope at the Atkinson Pool attached to the present Fairbanks complex. The roof is not leaking and the life of the envelope can be extended with minor short term repair work. The CIAC recommends that this project be deferred until the plans for the new Community Center are further developed so that this roof replacement and the repairs complement and aesthetically coordinate with the designs for the new Community Center building.

The following projects were reviewed by the CIAC this year and are under consideration for funding from sources outside the tax levy rate for the town, but meet the criteria for CIAC to review and opine.

Mass Central Rail Trail Engineering and Permitting Phase for 1.8 miles

The CIAC does not support this project at this time. This project is a lower priority on the list of capital projects the Town is facing. The committee also feels that doing the engineering for only a portion of the project does not provide the Town with important cost information about the entire project's cost for the 5.4 miles through Sudbury. This project as presented by the Greenway Committee appears to be a reaction to meet the short-term needs of some potential users while the Bruce Freeman Rail Trail project proceeds at a slow pace. The possibility that a third parties is reviewing this rail trail for another use and could provide the engineering and possibly the construction at no cost to the Town also supports the CIAC's position at this time.

Sherman Bridge \$200,000

The Sherman Bridge located at the end of Lincoln Road, on the Wayland Town line, is in critical need of repairs. It has been determined that the basic structural components of the bridge are in good shape. The Town has an opportunity to do a long term fix to the bridge for an estimated cost of \$600,000. This cost would be shared with the State and the Town of Wayland, each contributing \$200,000. The funds for this project will be provided by State Chapter 90 Road Funds. This project replaces a major project on the Town's long term Capital Improvement Plan valued at \$2,000,000. The CIAC recommends support for this project.

Energy Improvements LED Lighting \$50,000

This project is to replace existing light fixtures at the Haynes School Cafeteria, the Curtis School Library, and miscellaneous hallway lights with energy efficient LED lights. LED lights will improve lighting, will last up to three times longer than existing lights and will save money by reducing electricity consumption. This project will be paid for using the Landfill Solar System Stabilization Fund. The CIAC recommends support for this project.

10 Wheel Roll Off for the Transfer Station \$184,800

This is to replace the 10 Wheel roll off equipment located at the Sudbury Transfer Station. This replaces a piece of equipment important to the Transfer Station operations. This equipment will be paid for from funds from Transfer Station User Fees. The CIAC recommends approval of this purchase.

Town Walkways \$100,000

Each year the CPC helps fund walkway construction for the Town by approving \$100,000 of walkway construction approved or being proposed by the Town Walkway Plan. This project will be funded by the CPC as part of their recreation component to their mission. Walkways keeps our residents safe and are needed by our citizens. The CIAC recommend support for the walkway article.

Davis Field \$1,200,000

The new Davis Field development will create four new minor league baseball fields and two multi-use rectangular fields. This project will be constructed by the Town's DPW department and will enhance the playing field by providing better drainage and completed baseball diamonds. This project will be funded by \$1,000,000 of CPA funds as well as \$200,000 collected from User Groups. We have been informed that irrigation for these fields is very important. The CIAC feels that irrigation should be provided as soon as possible to enable the maintenance of the fields to be most cost effective. The CIAC recommends this project and recognizes that the Davis development will not be used until late FY16 or FY 17.

The Capital Funding Committee in their January 6, 2015 report outlined a plan for the funding of Capital Projects for FY16.

This plan included funding for

Existing Debt Service for FY 16	\$1,823,034
FY 16 Estimated Police Station Debt Service	615,000
FY 16 Estimated Johnson Farm Debt Service	142,500
FY 16 Estimated Nixon Roof Debt Service	85,509
Proposed Capital items within the Levy	392,750
DPW Capital Leases	224,040
Proposed Small Project and Rolling stock purchases	<u>2,146,500</u>
Sub-Total	5,429,383
Less Free Cash to be used for Capital Projects	(800,000)
Capital Impact on Tax Levy	\$4,629,383

The CIAC's recommended project list above is for \$3,999,733 net of the \$800,000 free cash allocated for Capital projects.

Finally, the CIAC has been provided with eleven proposed projects with a cost of \$50,000 or less. Although these projects do not fall under the review and recommendation policy of the CIAC, the committee feels obligated to consider the impact of these operating capital requests. This year's operating capital request is \$392,750, is an increase of \$96,750 over FY 2015 budget. In FY15, the Town funded as part of the DPW operating budget lease obligations for capital purchases of \$271,040. In FY 16, that amount is \$224,040, a reduction of \$47,000. The combined impact on the Capital Budget included in the levy is 8.8% over FY 15. Historically, the operating capital has been insufficient to provide funding for the annual projects submitted, and this increase is necessary to adequately fund and support the capital requests between \$10,000 and \$50,000. The committee believes that the town operating capital projects requested for FY16 are reasonable and recommends that the Finance Committee and the Board of Selectmen support this increase.

The CIAC would like to thank all the Sudbury's employees and department managers who participated in the FY 16 capital process for their time and support. We also want to thank the Capital Funding Committee for helping provide cost guidance which helped the committee to produce recommendations which were consistent with their targets.

Special thank you goes to Jim Kelly for all his support during this process.

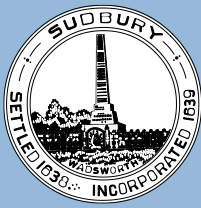
Respectfully submitted by

Thomas S. Travers Chairman for the
Capital Improvement Advisory Committee

CIAC Final Recommendation for FY 2016 Capital Budget

January 20, 2015

Area	Project	FY 16 Department Requests	CPA or Other Funding	Special Stabilization Fund	CIAC Amount to review	Operating Levy	Capital Exclusion or Free Cash	Projects to Defer in Levy	Prior Debt Exclusion	Other or Prior Funding	Check Total	
Facilities/All Buildings												
Facilities/Town/SPS	Carpet Replacement	\$ 108,000			\$ 108,000							
Facilities/SPS	Curtis Door Replacement and Repairs	40,000			40,000	40,000	108,000					
Facilities/SPS	Energy Improvements LED Lighting	50,000	50,000		50,000					50,000		
Facilities/SPS	Haynes School and Curtis School Septic	40,000			40,000	40,000						
Facilities/SPS	Nixon Cafeteria Roof/Windows and Envelope	1,096,268	396,268		700,000				700,000	396,268		
Facilities/SPS	Nixon Hot Water Heater Replacement	25,000			25,000	25,000						
Facilities/SPS	Noyes Phone System	25,000			25,000	25,000						
Facilities/SPS	School Flooring Replacement	100,000			100,000							
Facilities/SPS	School Rooftop HVAC Unit (Noyes or Loring)	75,000			75,000							
Facilities/SPS	School Security and Access Controls	220,000			220,000							
Facilities/Town/SPS	Town & School Parking Lot	200,000			200,000							
Facilities/Town	Various Building Improvements	50,000			50,000							
LSRHS	Fire Alarm System Upgrading	125,000	18,400		106,600	50,000	106,600			18,400		
	Sub-Total	2,454,268	464,668	50,000	1,739,600	180,000	809,600	700,000	700,000	464,668	2,154,268	
Rolling Stock												
DPW	6 Wheel Dump Truck (Unit #9)	136,500			136,500							
DPW	1 Ton Pick-Up (Unit #PR-4)	42,000			42,000	42,000	136,500					
DPW	10 Wheel Dump Truck (Unit #34)	174,800			174,800							
DPW	10 Wheel Roll-Off (Transfer Str) (Unit #L-1)	184,800	184,800		184,800		174,800			184,800		
DPW	1 Ton Pick-Up (Unit #PR-11)	48,000			48,000	48,000						
	Sub-Total	586,100	184,800	311,300	586,100	90,000	311,300	-	-	184,800	586,100	
Technology/Equipment												
Finance	MUNIS Software-Employee Self-Service	10,425			10,425	10,425						
Finance	Munis Software-Tyler Reporting Services	22,325			22,325	22,325						
Fire	Cardiac Monitor Replacement	96,000			96,000		96,000					
Fire	Radio Box Upgrades	50,000			50,000	50,000						
	Sub-Total	178,750	-	-	178,750	82,750	96,000	250,000	-	-	178,750	
Other Municipal												
DPW	Fuel Storage Replacement	250,000			250,000							
DPW	Sherman Bridge	200,000	200,000		200,000					200,000		
DPW	Town-Wide Walkways	100,000	100,000		100,000					100,000		
	Sub-Total	550,000	300,000	-	550,000	-	-	250,000	-	300,000	550,000	
Recreation & Open Space												
Recreation	Feeley Tennis Courts	40,000			40,000	40,000						
Recreation	Lighting Cutting Field	300,000			300,000		300,000					
Recreation	Davis Field Development	1,200,000	1,200,000		-					1,200,000		
Recreation	Atkinson Pool Roof and Envelope	380,000			380,000							
Planning	Purchase of Property - 189 Landham Road	2,900,000	1,000,000		1,900,000				1,900,000	1,000,000		
Planning	Mass Central Rail Trail Phase 1	110,000	110,000		110,000					110,000		
	Sub-Total	4,930,000	2,310,000	-	2,730,000	40,000	300,000	380,000	1,900,000	2,310,000	4,930,000	
	Grand Totals	\$ 8,399,118	\$ 3,259,468	\$ 361,300	\$ 5,784,450	\$ 392,750	\$ 1,516,900	\$ 630,000	\$ 2,600,000	\$ 3,259,468	\$ 8,399,118	



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

TIMED ITEM

5: Joint meeting with FinCom

REQUESTOR SECTION

Date of request: March 4, 2015

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:see att

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

03/10/2015 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

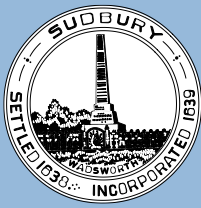
Adopted by Board of Selectmen: xx/xx/xx

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, March 10, 2015

TIMED ITEM

6: Exit conference with auditors

REQUESTOR SECTION

Date of request: March 4, 2015

Requestor: Andrea Terkelsen

Formal Title: Exit conference with auditors

Recommendations/Suggested Motion/Vote:

Background Information:

PLEASE REMEMBER TO BRING YOUR COPIES OF THE FINANCIAL STATEMENTS.

Financial impact expected:n/a

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

03/10/2015 7:30 PM

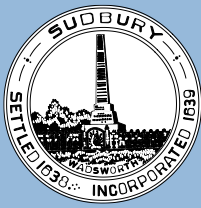
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

MISCELLANEOUS (UNTIMED)

7: Three year forward budget guidance

REQUESTOR SECTION

Date of request: March 4, 2015

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

03/10/2015 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 (1227 : 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.

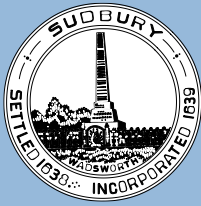
Pat

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, March 10, 2015

MISCELLANEOUS (UNTIMED)

8: Buddy Dog

REQUESTOR SECTION

Date of request: March 4, 2015

Requestor: Chairman Woodard

Formal Title: Discussion and vote on whether to request an opinion from Town Counsel with regard to Buddy Dog and the Dover Amendment

Recommendations/Suggested Motion/Vote: Discussion and vote on whether to request an opinion from Town Counsel with regard to Buddy Dog and the Dover Amendment

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

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

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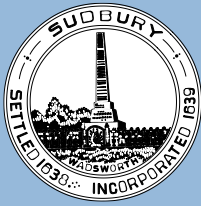
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

MISCELLANEOUS (UNTIMED)

9: Town Hall Mission Statement

REQUESTOR SECTION

Date of request: March 4, 2015

Requestor: Jody Kablack

Formal Title: Review and discuss a revised Town Hall Blue Ribbon Committee draft mission statement, and possibly vote to approve the mission statement

Recommendations/Suggested Motion/Vote: Review and discuss a revised Town Hall Blue Ribbon Committee draft mission statement, and possibly vote to approve the mission statement.

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

03/10/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

DRAFT 3



Town Hall Blue Ribbon Committee

Voted by the Sudbury Selectmen on March 10, 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 Building 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:

DRAFT 3

- 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	<u>Final-Draft</u> report and recommendations made to Selectmen with consideration for whether there should be a submission of an <u>bookmark</u> article to the May 2016 Annual Town Meeting
<u>Oct, 2015</u>	<u>Final report submitted</u>

Membership Requirements and Expectations

The Town Hall Blue Ribbon Committee shall have up to ~~seven (7)~~nine (9) 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-Advisory Committee, one (1) member from the Sudbury Historic Districts Commission, one (1) member from the Sudbury Historical Commission, one (1) member from the Sudbury Public Schools, one (1) member from the Sudbury Historical Society and ~~one (1)~~two (2) at large members. 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.

DRAFT 3

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.

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

Staffing Assistance

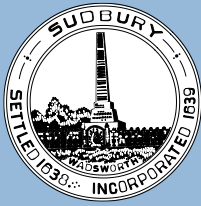
The following staff of the Town of Sudbury will be available on an occasional basis as time permits and the Town Manager approves: The Facility Director and/or Director of Planning and Community Development or her designee. The Town Manager shall also approve the involvement of ex-officio members as 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, March 10, 2015

MISCELLANEOUS (UNTIMED)

10: ATM Action: designate articles for consent calendar, take positions

REQUESTOR SECTION

Date of request: March 4, 2015

Requestor: Chairman Woodard

Formal Title: Town Meeting Action: Designate articles for place on consent calendar; take positions on any articles

Recommendations/Suggested Motion/Vote: Town Meeting Action: 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

03/10/2015 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	Natorium 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			

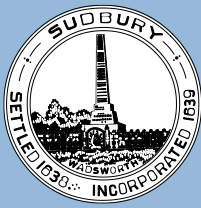
Attachment: Copy of ATM Article List_Feb_24_ordered (1233 : ATM Action: designate articles for consent calendar, take positions)

#	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>					
45	Weed Removal	CPC	submitted			
46	SH Tr Allocation	CPC	submitted			
47	Town-wide Walkways	CPC	submitted			
48	Historic Projects	CPC	submitted			
49	Davis Field Improvements	CPC	submitted			
50	Town Center Landscaping	CPC	submitted			
51	Amend 26/ATM12 Historic Projects	CPC	submitted			
52	FY16 CPC Budget	CPC	submitted			

Attachment: Copy of ATM Article List_Feb_24_ordered (1233 : ATM Action: designate articles for consent calendar, take positions)

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

Attachment: Copy of ATM Article List_Feb_24_ordered (1233 : ATM Action: designate articles for consent calendar, take positions)



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

MISCELLANEOUS (UNTIMED)

11: Warrant article for STM

REQUESTOR SECTION

Date of request: March 4, 2015

Requestor: Chairman Woodard

Formal Title: Discussion on voting to add a warrant article for Special Town Meeting to amend Article XVIII, Section 2 of the General By-laws regarding alcohol licensees and payment of taxes.

Recommendations/Suggested Motion/Vote: Discussion on voting to add a warrant article for Special Town Meeting to amend Article XVIII, Section 2 of the General By-laws regarding alcohol licensees and payment of taxes.

Background Information:
See attached

Financial impact expected:see attached

Approximate agenda time requested:

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

03/10/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

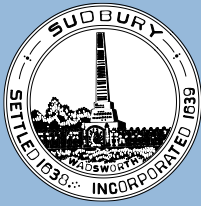
Article ____

To see if the Town will vote to amend Article XVIII, Section 2 of the General By-laws by amending the first sentence to read as follows (new wording is underlined):

The Licensing Authority may deny, revoke, or suspend any license or permit, including renewals and transfers of any Party whose name appears on said list furnished to the Licensing Authority from the Tax Collector or with respect to any activity, event or other matter which is the subject of such license or permit and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about real estate owned by any party whose name appears on said list furnished to the Licensing Authority from the Tax Collector; provided, however, that written notice is given to the Party and the Tax Collector, as required by applicable provisions of law, and the Party is given a hearing, to be held not earlier than fourteen days after said notice.

or act on anything relative thereto.

2015.03.03 Unpaid taxes amendment (1914-00)



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

MISCELLANEOUS (UNTIMED)

12: Town Manager Draft RFP

REQUESTOR SECTION

Date of request: March 4, 2015

Requestor: Chairman Woodard

Formal Title: Discussion regarding Town Manager search and review draft Request for Proposals.
Following discussion, vote on whether to approve draft RFP.

Recommendations/Suggested Motion/Vote: Discussion regarding Town Manager search and review draft Request for Proposals. Following discussion vote on whether to approve draft RFP.

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

03/10/2015 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
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's best 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.

The Board of Selectmen reserve the right to not hire any of the candidates provided by the consultant.

The Board of Selectmen reserve the right to hire a candidate not recommended or provided by the consultant.

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.

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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's best 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

Attachment: Draft RFP for Town Manager executive search firm 2 17 15 bh changes tracked_NO MARKUP (1230 : Town Manager Draft 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.

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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:

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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

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Commented [A1]: Why 3 days early? we are not going to eliminate anyone based on not being 3 days early, correct early, 2 days early and on time should work as well.

Attachment: Draft RFP for Town Manager executive search firm 2 17 15 bh changes tracked (1230 : Town Manager Draft RFP)

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

Commented [A2]: We should allow more time, this is time of year so I think we should add another week or two

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's best interest to do so.

Commented [A3]: Based on the outcome of the electi may want to hold off on this so I would recommend we d publish the interview date.

Commented [A4]: CW edit

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.

Commented [A5]: there has been no talk of a screeni committee. shall means must so this indicates a screening committee is in the mix. that is not my understanding.

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.

Commented [A6]: depending on the outcome of the e of these activities would be taking place after town meeti

- 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 though 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.

The Board of Selectmen reserve the right to not hire any of the candidates provided by the consultant.

The Board of Selectmen reserve the right to hire a candidate not recommended or provided by the consultant.

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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:

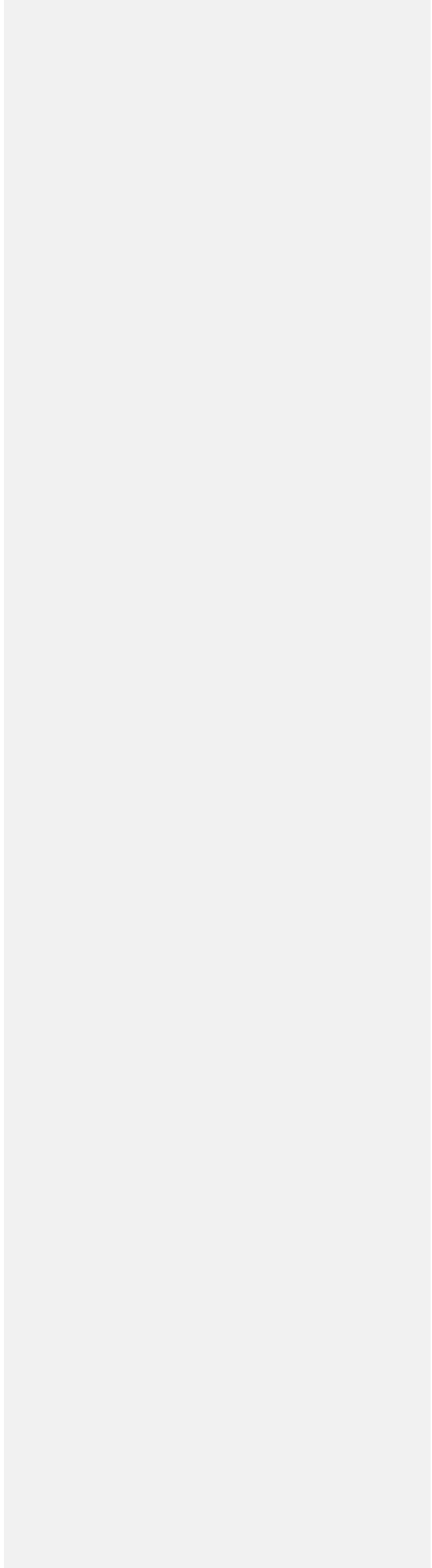
- Table of Contents, showing where required information can be found by section and page.
- Letter of Interest, including the firm's history and the name of the principal or “lead consultant” who will be assigned to work directly with the Town on this search. Proposers are directed to note that the contract 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.

DRAFT



Attachment: Draft RFP for Town Manager executive search firm 2 17 15 bh changes tracked (1230 : Town Manager Draft RFP)

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

Commented [A7]: we should probably give a little mo

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's best interest to do so.

Commented [A8]: CW edit

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 _____

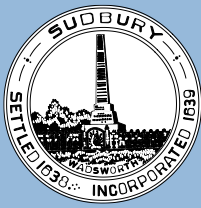
ATTACHMENT D

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



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

MISCELLANEOUS (UNTIMED)

13: OML Training

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Discussion and possible vote on date for Open Meeting Law Training with Town Counsel, SPS and LS School Committees

Recommendations/Suggested Motion/Vote: Discussion and possible vote on date for Open Meeting Law Training with Town Counsel, SPS and LS School Committees

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

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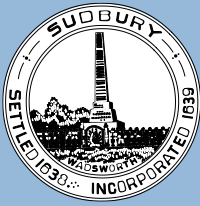
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

CONSENT CALENDAR ITEM

14: Johnson Farm - Accept Deed

REQUESTOR SECTION

Date of request: March 2, 2015

Requestor: Jody Kablack

Formal Title: Vote to accept the deed for the Johnson Farm property from Madison Place Sudbury LLC dated February 25, 2015 recorded at the Middlesex South Registry of Deeds at Book 64967, Page 93, and the Plan recorded as Plan 131 of 2015.

Recommendations/Suggested Motion/Vote: Vote to accept the deed for the Johnson Farm property from Madison Place Sudbury LLC dated February 25, 2015 recorded at the Middlesex South Registry of Deeds at Book 64967, Page 93, and the Plan recorded as Plan 131 of 2015.

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

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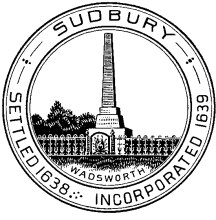
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



Town of Sudbury

Planning and Community Development Department

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

Jody A. Kablack, Director

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

TO: Board of Selectmen
FROM: Jody Kablack, Director of Planning and Community Development
RE: Johnson Farm Property Sale
DATE: March 2, 2015

It is my pleasure to provide you a copy of the recorded deed and plan for the Johnson Farm property, which was finalized on February 26, 2015. The Board of Selectmen, the Community Preservation Committee, the voters and taxpayers of Sudbury, and Sudbury Valley Trustees and their funding contributors are all commended for working diligently to preserve this important parcel of land in Sudbury.

The next steps regarding this property include working with the Sudbury Valley Trustees to develop a management plan for the property, recording of a conservation restriction on the property, creating the parking area on Landham Road and the trail into the property, and connecting the trail to the abutting SVT Lyons Cutler Reservation. It is anticipated that all these steps will be completed in 2015, with the hopes of opening a trail by the fall of 2016.

Please vote to accept the deed for the Johnson Farm property from Madison Place Sudbury LLC dated February 25, 2015, recorded in Book 64967, Page 93, and Plan 131 of 2015.

Attachment: Cover memo deed and plan (1222 : Johnson Farm - Accept Deed)

fy



2015 00025938
Bk: 64967 Pg: 93 Doc: DEED
Page: 1 of 4 02/26/2015 02:29 PM

QUITCLAIM DEED

MADISON PLACE SUDBURY LLC, a Massachusetts limited liability company, having an address at 15 Brickyard Lane, Westborough, Massachusetts ("Grantor"), in consideration of TWO MILLION NINE HUNDRED THOUSAND DOLLARS (\$2,900,000.00) paid, grants with QUITCLAIM COVENANTS to the **TOWN OF SUDBURY**, a Massachusetts municipal corporation having an address at 322 Concord Road, Sudbury, Massachusetts 01776 ("Grantee"), the land and any improvements thereon, situated in the Town of Sudbury, County of Middlesex and Commonwealth of Massachusetts, as more particularly described on Exhibit A attached hereto and hereby made a part hereof.

Being a portion of the property conveyed to Grantor by deed of Peter C. Johnson, Trustee of the Johnson Living Trust, recorded with the Middlesex South Registry of Deeds in Book 63696, Page 376.

The conveyance hereunder is subject to and with the benefit of any and all easements, restrictions, covenants, agreements and other matters of record, insofar as the same are in force and effect and applicable, and to the lien of real estate taxes to the extent due and payable as of the date hereof.

The Grantor has not elected to be treated as a corporation for tax purposes for the current taxable year.

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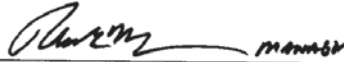
189 Landham Road, Sudbury

Plan # 131-2015

Dennis Sullivan, Esq
10 High St, Ste 15
Medford 02155
8168715

Executed as a sealed instrument this 25th day of FEBRUARY, 2015.


MADISON PLACE SUDBURY LLC, a
Massachusetts limited liability company

By: 
Name: Robert E. Moss
Title: Manager

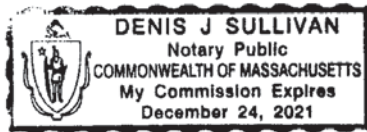
COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this 25th day of February, 2015, before me, the undersigned notary public, personally appeared Robert E. Moss, Manager of Madison Place Sudbury LLC, and proved to me through satisfactory evidence of identification, which was his Massachusetts Driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for this stated purpose as Manager of Madison Place Sudbury LLC.


Notary Public
My Commission Expires: 12/24/2021

[Affix Official Notarial Seal]



[Signature Page to Deed]

EXHIBIT A

LEGAL DESCRIPTION

A certain parcel of land situated in Sudbury, Middlesex County, Commonwealth of Massachusetts and being shown as Parcel A on a plan of land entitled "Plan of Land in Sudbury, Massachusetts Owner & Applicant Madison Place Sudbury LLC"; " Scale: 1" = 40' "; dated December 16, 2014, last revised January 13, 2015, prepared for Madison Place Sudbury LLC, prepared by Thompson – Liston Associates, Inc. and recorded with the Middlesex South Registry of Deeds herewith.

Containing 33.48 acres of land according to said plan.

8168715



*At a legal meeting of the qualified voters of the Town of Sudbury,
held December 3, 2014 the following business was transacted under*

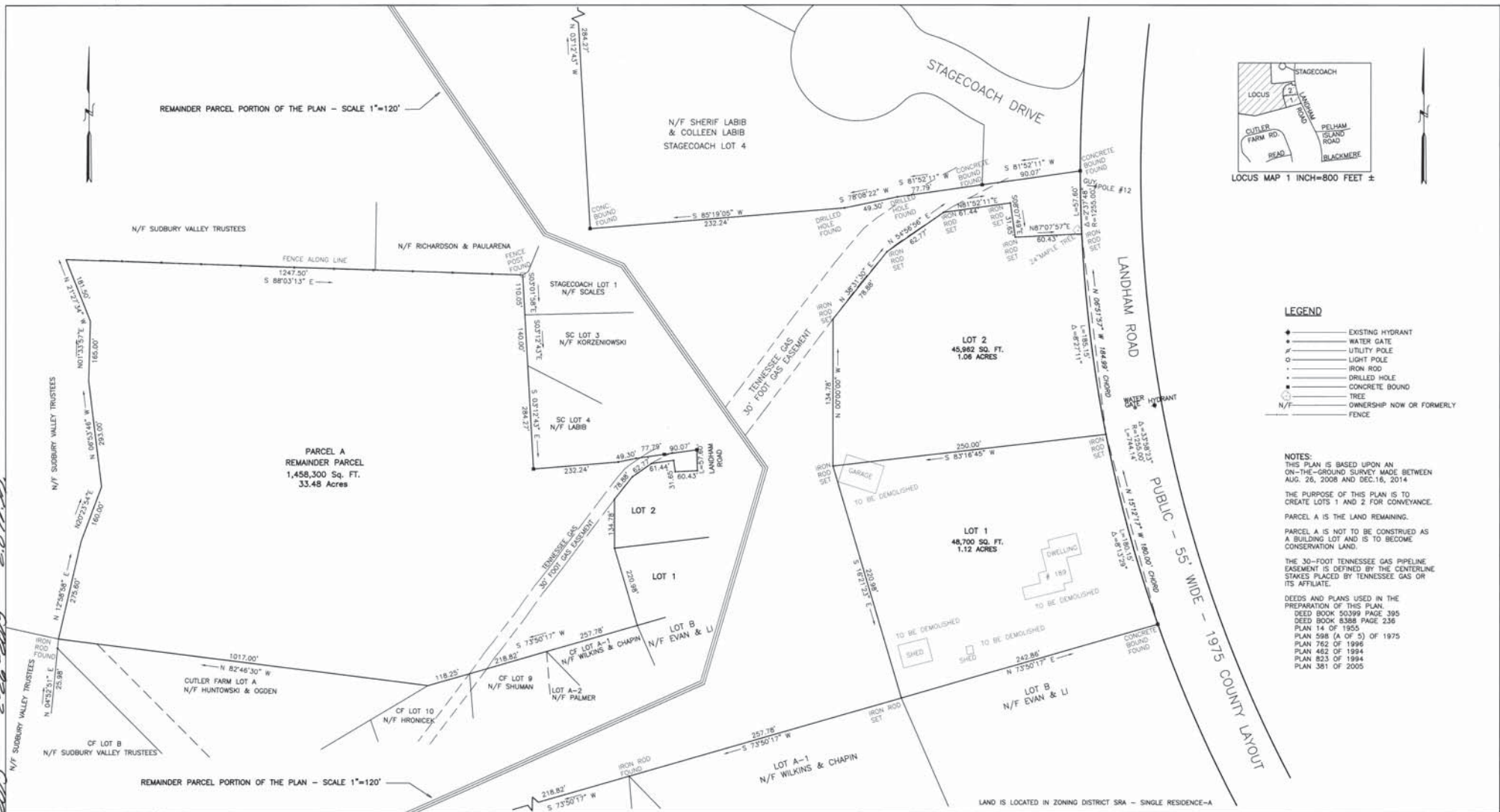
**Article 2 – PURCHASE JOHNSON FARM PROPERTY, 189 LANDHAM
ROAD**

MODERATOR DECLARED PASSED BY WELL MORE THAN TWO-THIRDS:

To appropriate the sum of \$2,900,000 for the acquisition in fee simple up to 37 +/- acres being a portion of the land commonly known as the Johnson Farm property, located at 189 Landham Road, Sudbury, MA, for conservation and passive recreation purposes, and all expenses in connection therewith, inclusive of bond and note issuance expense; and to raise this appropriation, the Treasurer, with the approval of the Board of Selectmen is authorized to borrow a total of \$2,900,000 under G.L. c.44, s.7 with the sum of \$1,900,000 contingent upon the approval of a Proposition 2 ½ Debt Exclusion in accordance with G.L. c.59. s.21C, and with the sum of \$1,000,000 of Community Preservation Act funds with the borrowing authorization as set forth in G.L. c.44, s.7; and further to authorize the Board of Selectmen to grant a Conservation Restriction pursuant to M.G.L. c.184, s.31-32 on said property.

A true copy, Attest:

**Rosemary B. Harvell
Town Clerk**



- LEGEND**
- EXISTING HYDRANT
 - WATER GATE
 - UTILITY POLE
 - LIGHT POLE
 - IRON ROD
 - DRILLED HOLE
 - CONCRETE BOUND
 - TREE
 - N/F OWNERSHIP NOW OR FORMERLY
 - FENCE

NOTES:
 THIS PLAN IS BASED UPON AN ON-THE-GROUND SURVEY MADE BETWEEN AUG. 26, 2008 AND DEC.16, 2014
 THE PURPOSE OF THIS PLAN IS TO CREATE LOTS 1 AND 2 FOR CONVEYANCE. PARCEL A IS THE LAND REMAINING.
 PARCEL A IS NOT TO BE CONSTRUED AS A BUILDING LOT AND IS TO BECOME CONSERVATION LAND.
 THE 30-FOOT TENNESSEE GAS PIPELINE EASEMENT IS DEFINED BY THE CENTERLINE STAKES PLACED BY TENNESSEE GAS OR ITS AFFILIATE.
 DEEDS AND PLANS USED IN THE PREPARATION OF THIS PLAN:
 DEED BOOK 50399 PAGE 395
 DEED BOOK 8368 PAGE 236
 PLAN 14 OF 1955
 PLAN 598 (A OF 5) OF 1975
 PLAN 762 OF 1996
 PLAN 462 OF 1994
 PLAN 823 OF 1994
 PLAN 381 OF 2005

Plan # 131 of 2015 2-26-2015 2:07PM

Middlesex Registry of Deeds,
 Southern District
 Cambridge, Massachusetts
 Plan No. 131 of 2015
 Rec'd 2-26-2015
 at 2:07 PM
 Attest
 [Signature]
 Register



THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED.
 SUBURBY PLANNING BOARD
 NO DETERMINATION AS TO COMPLIANCE WITH ZONING REQUIREMENTS HAS BEEN MADE OR INTERDICTED BY THE PLANNING BOARD IN ENDORSING THIS PLAN.

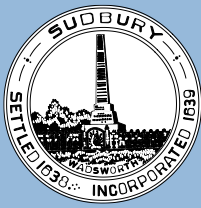
[Signatures]
 DATE: 1/14/15

DLT. NO. 1613
 JOB NO. 288 - 1865
 DWG. NO. LANDHAM.DWG
 DATE: DECEMBER 16, 2014
 REVISION DATES:
 JANUARY 12, 2015
 JANUARY 13, 2015
 LEGEND, BEARINGS AND GAS EASEMENT ADDED

SCALE: 1 INCH = 40 FEET
 0 10 20 40 80 120
 THOMPSON - LISTON ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 51 MAIN STREET, PO BOX 570
 BOYLSTON, MASS. 01505-0570
 (508) 869-6151

PLAN OF LAND
 IN
 SUDBURY, MASSACHUSETTS
 OWNER & APPLICANT
MADISON PLACE SUBURRY LLC
 PREPARED FOR
 MADISON PLACE SUBURRY LLC
 15 BRICKYARD LANE
 WESTBOROUGH, MASSACHUSETTS 01581

131



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

CONSENT CALENDAR ITEM
15: Feb 3 and 10 Minutes Approval

REQUESTOR SECTION

Date of request: February 27, 2015

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of February 3 and February 10, 2015, and the executive session minutes of February 10, 2015.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of February 3 and February 10, 2015, and the executive session minutes of February 10, 2015.

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

03/10/2015 7:30 PM

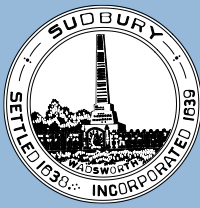
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, March 10, 2015

CONSENT CALENDAR ITEM

16: Joyce Endee Productions Craft Festivals

REQUESTOR SECTION

Date of request: March 4, 2015

Requestor: Joyce Endee

Formal Title: Vote to grant a Special Permit to Joyce Endee Productions to hold a Spring Arts and Crafts Festival on May 16-17, 2015, from 10:00 am to 4:00 pm and an Autumn Arts & Crafts Festival on September 12-13, 2015, from 10:00 am to 4:00 pm at the Wayside Inn, subject to conditions and permits required by the Fire, Police, Health and Building Departments.

Recommendations/Suggested Motion/Vote: Vote to grant a Special Permit to Joyce Endee Productions to hold a Spring Arts and Crafts Festival on May 16-17, 2015, from 10:00 am to 4:00 pm and an Autumn Arts & Crafts Festival on September 12-13, 2015, from 10:00 am to 4:00 pm at the Wayside Inn, subject to conditions and permits required by the Fire, Police, Health and Building Departments.

Background Information:
See attached letter and certificate of liability insurance

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

03/10/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Joyce Endee
1 Ox Bow Lane
Gilford, NH 03249

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2015 FEB -4 P 1:01

February 1, 2015

Board of Selectmen
Attn: Patricia Golden, Senior Administrator
Town Offices
288 Old Sudbury Road
Sudbury, MA 01776

Dear Selectmen:

RE: Approval for:


- 1) May 16-17, 2015 - Spring Arts & Crafts Festival
 - 2) Sept 12-13, 2015 - Autumn Arts & Crafts Festival
- To be held at: Wayside Inn

With the permission of the Wayside Inn, we are planning the above 2 craft festivals. As in the past, exhibitors will display a variety of beautiful, quality arts & crafts including fine jewelry, quilts & quilted table decor, seasonal crafts, floral arrangements, alpaca items, functional & decorative pottery/ceramics, folk art, Americana, watercolors/acrylics, portrait silhouettes with artist demos, photography, textile art, classical music of Tim Janis, and lots more!!!

We will obtain all the other paperwork including food permit, police, building permit, etc., and we will be subject to the rules & regulations of the Wayside Inn.

Please send us your approval. Thank you so much.

Sincerely,


Joyce Endee, Coordinator

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2015

16.a

Packet Pg. 153

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 Foy Insurance Group - Nashua 350 Main St Nashua NH 03060 INSURED Joyce Endee DBA Joyce Endee Productions 1 Oxbow Ln Gilford NH 03249-6950	CONTACT NAME: Teri Davis PHONE (A/C No. Ext): (603) 883-1587 FAX (A/C. No.): (603) 883-0997 E-MAIL ADDRESS: teri.davis@foyinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Harleysville Insurance Co</td> <td style="text-align: center;">23582</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Harleysville Insurance Co	23582	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

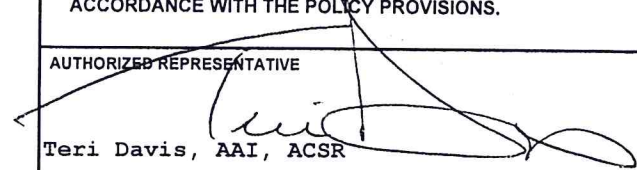
COVERAGES **CERTIFICATE NUMBER:** master 2/2015-2016 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			GL 00000025005E	2/19/2015	2/19/2016	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000			
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ Excluded			
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$			
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$			
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR								
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				WC STATUTORY LIMITS \$			
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTHER \$			
							E.L. EACH ACCIDENT \$			
							E.L. DISEASE - EA EMPLOYEE \$			
							E.L. DISEASE - POLICY LIMIT \$			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Operations usual & customary for coordinator of craft shows.

Event Date: May 16th & 17th 2015 and September 12th & 13th 2015

CERTIFICATE HOLDER Longfellow's Wayside Inn 72 Wayside Inn Rd Sudbury, MA 01776	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Teri Davis, AAI, ACSR
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Arts & Crafts Festivals Department Feedback
May 16-17, 2015
September 12-13, 2015

DPW

From: Place, Bill
Sent: Monday, March 02, 2015 1:51 PM
Subject: **ACCEPTED:** Arts & Crafts Festival at Wayside Inn

FIRE DEPARTMENT

From: Miles, William
Sent: Thursday, March 05, 2015 9:03 AM
Subject: **ACCEPTED:** Arts & Crafts Festival at Wayside Inn

PARK & RECREATION

From: McShea, Nancy
Sent: Monday, March 02, 2015 1:54 PM
Subject: **ACCEPTED:** Arts & Crafts Festival at Wayside Inn

Recreation has no problems with this event.

POLICE DEPARTMENT

From: Nix, Scott
Sent: Wednesday, March 04, 2015 12:19 PM
Subject: **ACCEPTED:** Arts & Crafts Festival at Wayside Inn