

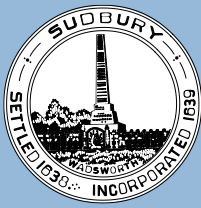
SUDBURY BOARD OF SELECTMEN
TUESDAY MARCH 24, 2015
7:30 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	7:30 PM		CALL TO ORDER
	7:30 PM		Opening remarks by Chairman
	7:35 PM		Reports from Interim Town Manager
	7:40 PM		Reports from Selectmen
	7:50 PM		Citizen's comments on items not on agenda
TIMED ITEMS			
1.		<i>VOTE</i>	Discussion and vote on whether to release the opinion from Town Counsel regarding Buddy Dog and the Dover Amendment
2.	8:10 PM	<i>VOTE</i>	Discussion and vote on Town Meeting Warrant articles #1-8, 12-55. (Articles #9, 10, 11 already voted as consent calendar. This is the last meeting to vote in order to get the Selectmen's positions printed in the Warrant.)
3.	9:10 PM	<i>VOTE</i>	Discussion and vote on Article 35: Special Act - Extension of Means Tested Senior Tax Exemption Program, and Petition Article 56: Refinements to Senior Property Tax Relief
MISCELLANEOUS			
4.			Discussion on Fairbank Roof Leak
5.		<i>VOTE</i>	Vote to call a Special Town Meeting within Annual Town Meeting for Tuesday, May 5, 2015, at 7:30 p.m in the Lincoln-Sudbury Regional High School Auditorium, for the purpose of voting on amending Article XVIII, Section 2 of the General By-laws, and voting on adjustments to recent bond sales, and to open the Warrant commencing March 25, 2015, and to close the Warrant for Special Town Meeting at 5:00 p.m., Friday, April 3, 2015.
6.		<i>VOTE</i>	Discussion on voting to add warrant articles for Special Town Meeting: to amend Article XVIII, Section 2 of the General By-laws regarding alcohol licensees and payment of taxes; and voting on adjustments to recent bond sales.
CONSENT CALENDAR			

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
7.		<i>VOTE</i>	Vote to approve to continue offering the Opt-Out Incentive Program through 6/30/17 for those Active Employees who currently participate in the program and for those Active employees who are enrolled in our health plans and who Opt Out of being covered by the Town of Sudbury health plans, as described in the attached document "Opt-Out Incentive Program, w/ updates for 7/1/15".
8.		<i>VOTE / SIGN</i>	Vote to acknowledge that the month of May is Military Appreciation Month and to sign a proclamation in this regard.
9.		<i>VOTE</i>	Vote to approve the regular session minutes of October 29, 2013, January 28, 2015, February 18, 2015 February 24, 2015, and the executive session minutes of February 18, 2015.
10.		<i>VOTE / SIGN</i>	Vote to grant a 1-day Wine & Malt license to First Parish of Sudbury, to accommodate a Service Auction fundraiser on Saturday, May 9, 2015 from 6:00 PM to 10:00 PM at First Parish of Sudbury, 327 Concord Road, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.
11.		<i>VOTE</i>	Vote to Grant a Special Permit to the National Brain Tumor Society, to hold the "Boston Brain Tumor Ride" on Sunday, May 17, 2015, from 8:00 A.M. through approximately 12:00 P.M., subject to compliance with conditions outlined by the Police and Fire Departments, DPW and Park and Recreation, subject to receipt of a certificate of liability.
12.		<i>VOTE</i>	Vote to approve a Special Permit to the American Cancer Society, to hold the "Relay for Life of Lincoln/Sudbury" on Saturday, May 30 at 4:00 P.M. through Sunday, May 31, 2015 at 7:00 A.M., subject to compliance with conditions outlined by the Peter Noyes School, the Police and Fire Departments, as well as Park and Recreation and the Presbyterian Church.
13.		<i>VOTE</i>	Vote to Grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Sunday, April 19, 2015, from 5:30 A.M. through approximately 12:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the parade's conclusion.
14.		<i>VOTE</i>	Vote to accept Framingham Union Aid Association, Inc. Grant in the amount of \$1,360 as requested by William Miles, Fire Chief, said funds to be used to purchase a Gas Generator for Medical Assistance.
15.		<i>VOTE</i>	Vote to accept the resignation of Nancy Powers, 201 Union Avenue, from the Rail Trail Conversion Advisory Committee, and to thank her for her service to the Town.

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



MISCELLANEOUS (UNTIMED)

1: Buddy Dog

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Discussion and vote on whether to release the opinion from Town Counsel regarding Buddy Dog and the Dover Amendment

Recommendations/Suggested Motion/Vote: Discussion and vote on whether to release the opinion from Town Counsel regarding Buddy Dog and the Dover Amendment

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

03/24/2015 7:30 PM

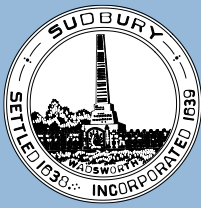
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

TIMED ITEM

2: ATM Action: discuss and vote on articles

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Discussion and vote on Town Meeting Warrant articles #1-8, 12-55. (Articles #9, 10, 11 already voted as consent calendar. This is the last meeting to vote in order to get the Selectmen's positions printed in the Warrant.)

Recommendations/Suggested Motion/Vote: Discussion and vote on Town Meeting Warrant articles #1-8, 12-55. (*Articles #9, 10, 11 already voted as consent calendar. This is the last meeting to vote in order to get the Selectmen's positions printed in the Warrant.*)

Background Information:

See attached list. Time limit of 2 minutes per article.

Financial impact expected:n/a

Approximate agenda time requested: 45 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

03/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Golden, Patricia

From: Chuck Woodard <woodardcc@gmail.com>
Sent: Friday, March 20, 2015 11:57 AM
To: Board of Selectmen
Cc: Bilodeau, Maryanne
Subject: Tuesday March 24 meeting

All,

Tuesday's meeting will be the last opportunity for the Board to vote on Town Meeting articles in order to get the Selectmen's positions printed in the warrant. A discussion of all articles will be on the agenda coming out later today. In an effort to make the process as smooth as possible we plan to go through the articles in the following manner.

First, we will go through the list by article number. Hopefully everyone will have had time to go through their packets before the meeting. As we go through the list if one of the Selectmen wants to hear more about any article they need simply say "hold" and we will put that article aside for discussion after completing votes on those articles requiring no discussion.

Then, we will go through the articles requiring discussion. Some will need to be discussed individually; others will be grouped together for discussion but still voted on individually (capital items, for instance). If the Board is not ready to vote on an article it will be "Report at Town Meeting" and we will schedule a follow up discussion.

If we run late into the evening without getting through the entire list we may have to continue the discussion until our next meeting on April 7. In that case the articles we did not get to will be "Report at Town Meeting".

Chuck

Attachment: Chuck_Email_reArticles (1231 : ATM Action: discuss and vote on articles)

ATM 2015 Articles

2.b

#	Article Title	Sponsor	BOS Position	Funding Source	Amount Requested	Potential Speaker	Required Vote	Consent Calendar
FINANCE/BUDGET								
1	Hear Reports	BOS		N/A	N/A		Majority	
2	FY15 Budget Adjustments	BOS			TBD		Majority	
3	Stabilization Fund	BOS			TBD		Two-thirds	
4	FY16 Budget	FinCom			\$88,501,996		Majority	
5	FY16 Transfer Station Enterprise Fund Budget	FinCom			\$514,956			
6	FY16 Pool Enterprise Fund Budget	FinCom			\$578,043			
7	FY16 Recreation Field Maintenance Enterprise Fund Budget	FinCom			\$239,586			
8	Unpaid Bills	Town Accountant					Four-fifths	
9	Chapter 90 Highway Funding	DPW Director					Majority	Y
10	Real Estate Exemption	Bd of Assessors					Majority	Y
11	Town School Revolving Funds	Finance Director					Majority	Y
12	Establish Public Health Vaccinations Revolving Fund	Board of Health						add to consent?
13	Establish Special Stabilization Fund - Former Melone Property	BOS			TBD		Two-thirds	
14	Rolling Stock Stabilization Fund	BOS	IP		\$113,000		Two-thirds	
15	Funding of the Energy Savings Program Stabilization Fund	Energy Committee			\$50,000 SPS; \$50,000 DPW		Two-thirds	
16	Use of Energy Savings Programs Stabilization Fund	Energy Committee			\$75,000		Two-thirds	
17	Establish Special Stabilization Fund - Town-owned Synthetic Turf Fields	Park & Rec Commission					Two-thirds	
CAPITAL								
18	FY16 Capital Budget	Town Manager			\$392,750		Majority; two-thirds if borrowed	
19	Cardiac Monitor Replacements	Fire Chief			\$96,000		Majority if free cash; two-thirds if capital exclusion	
20	Carpet Replacement - Schools & Library	Facilities Director			\$108,000		Majority if free cash; two-thirds if capital exclusion	
21	Natorium Roofing	Facilities Director			TBD		Majority if free cash; two-thirds if capital exclusion	
22	Fire Alarm System Upgrade - LSRHS	LS SC			\$106,600		Majority if free cash; two-thirds if capital exclusion	

Attachment: Copy of ATM Article List_Mar_24 BOS (1231 : ATM Action: discuss and vote on articles)

ATM 2015 Articles

2.b

#	Article Title	Sponsor	BOS Position	Funding Source	Amount Requested	Potential Speaker	Required Vote	Consent Calendar
23	Town and Schools Parking Lots, and Sidewalks Improvements	Facilities Director			\$200,000		Majority if free cash; two-thirds if capital exclusion	
24	School Security & Access Controls	Facilities Director			\$220,000		Majority if free cash; two-thirds if capital exclusion	
25	School Classroom Flooring Replacement	Facilities Director			\$100,000		Majority if free cash; two-thirds if capital exclusion	
26	School Rooftop HVAC Unit Replacement	Facilities Director			\$75,000		Majority if free cash; two-thirds if capital exclusion	
27	DPW Rolling Stock Replacement	DPW Dir.			\$311,300		Majority if free cash; two-thirds if capital exclusion	
28	Cutting Athletic Field Lighting	Park & Rec Commission			\$300,000		Majority if free cash; two-thirds if capital exclusion	
29	Capital Account	Permanent Building Committee			TBD			
30	Re-purpose School Capital Articles	Finance Director			TBD			
31	Re-purpose Non-CPA Capital Articles	Finance Director			TBD			
MISC./OTHER								
32	Adopt M.G.L. 32B, Section 20 Other Post-Employment Benefits (OPEB) Liability Trust Fund	BOS		N/A				
33	Post Employment Health Insurance Trust Funding	BOS			TBD			
34	Special Act - Dedication of Local Meals Tax Revenue to other Post Employment Benefits (OPEB)	BOS		meals tax			Majority	
35	Special Act - Extension of Means Tested Senior Tax Exemption Program	BOS						
36	Town of Sudbury Bylaws - Art. V.3, Regulation of Dogs	BOS						add to consent?
37	Disposition of Existing Police Station, 415 Boston Post Road	BOS						

Attachment: Copy of ATM Article List_Mar_24 BOS (1231 : ATM Action: discuss and vote on articles)

ATM 2015 Articles

#	Article Title	Sponsor	BOS Position	Funding Source	Amount Requested	Potential Speaker	Required Vote	Consent Calendar
38	Amendments to the Regional School District Agreement of the Minuteman Regional Vocational School District	MMRVTS						
39	Minuteman Regional Vocational Technical High School - Accept Amendments	BOS					Majority	
40	MMRVTHS	BOS					Majority	
41	MMRVTHS - Withdrawal	BOS					Majority	
42	Town-Wide Electric Aggregation	Energy Com						
ZONING/PLANNING								
43	Amend Zoning Bylaw, Article IX - Site Plan Authority Change from BoS to Planning Board	BOS						
CPC								
44	Grant of Perpetual Restrictions - CPA Land Purchases	Planning/Town Manager						
45	Weed Removal	CPC			\$45,000		Majority	
46	SH Tr Allocation	CPC			\$218,000		Majority	
47	Town-wide Walkways	CPC			\$100,000		Majority	
48	Historic Projects	CPC			\$22,000		Majority	
49	Davis Field Improvements	CPC			\$1,000,000		Majority	
50	Town Center Landscaping	CPC			\$100,000		Majority	
51	Amend 26/ATM12 Historic Projects	CPC					Majority	add to consent?
52	FY16 CPC Budget	CPC			TBD		Majority	
PETITION ARTICLES								
53	Walkways	DePompeii						
54	Greenway Rail Trails	Sullivan						
55	Greenway Rail Trails	Sullivan						
56	Refinements to Senior Property Tax Relief	Tyler						

Attachment: Copy of ATM Article List_Mar_24 BOS (1231 : ATM Action: discuss and vote on articles)

SUGGESTED ORDER OF ARTICLE DISCUSSION AND VOTE
Board of Selectmen meeting - 3/24/15

BOS	2	FY15 Budget Adjustments					
BOS	3	Stabilization Fund					
BUDGET/Terkelsen?	4	FY16 Budget					
BUDGET/Terkelsen?	5	FY16 Transfer Station Enterprise Fund Budget					
BUDGET/Terkelsen?	6	FY16 Pool Enterprise Fund Budget					
BUDGET/Terkelsen?	7	FY16 Recreation Field Maintenance Enterprise Fund Budget					
Town Acct	8	Unpaid Bills					
<i>Voted as consent</i>	<u>9</u>	<u>Chapter 90 Highway Funding (CC)</u>					
<i>Voted as consent</i>	<u>10</u>	<u>Real Estate Exemption (CC)</u>					
<i>Voted as consent</i>	<u>11</u>	<u>Town School Revolving Funds (CC)</u>					
Board of Health	12	Establish Public Health Vaccinations Revolving Fund					
BOS/Bill Place	13	Establish Special Stabilization Fund - Former Melone Property					
<i>Voted to Indefinitely Postpone</i>	<u>14</u>	<u>Rolling Stock Stabilization Fund</u>					
Jim Kelly	15	Funding of the Energy Savings Program Stabilization Fund					
Jim Kelly	16	Use of Energy Savings Programs Stabilization Fund					
Jim Kelly	37	Disposition of Existing Police Station, 415 Boston Post Road					
Jim Kelly	42	Town-Wide Electric Aggregation					
Park & Rec	17	Establish Special Stabilization Fund - Town-owned Synthetic Turf Fields					
Park & Rec (CPC)	49	Davis Field Improvements					
Park & Rec (CAPITAL)	28	Cutting Athletic Field Lighting					
CAPITAL (Town Mgr Operating Budget)	18	FY16 Capital Budget					
CAPITAL/Jim Kelly	19	Cardiac Monitor Replacements					
CAPITAL/Jim Kelly	20	Carpet Replacement - Schools & Library					
CAPITAL/Jim Kelly	21	Natatorium Roofing					
CAPITAL/Jim Kelly	22	Fire Alarm System Upgrade - LSRHS					
CAPITAL/Jim Kelly	23	Town and Schools Parking Lots, and Sidewalks Improvements					
CAPITAL/Jim Kelly	24	School Security & Access Controls					
CAPITAL/Jim Kelly	25	School Classroom Flooring Replacement					
CAPITAL/Jim Kelly	26	School Rooftop HVAC Unit Replacement					
CAPITAL/Jim Kelly	27	DPW Rolling Stock Replacement					
Mike Melnick/PBC	29	Capital Account					
CAPITAL/Andrea Terkelsen	30	Re-purpose School Capital Articles					
CAPITAL/Andrea Terkelsen	31	Re-purpose Non-CPA Capital Articles					
Maryanne Bilodeau	32	Adopt M.G.L. 32B, Section 20 Other Post-Employment Benefits (OPEB) Liability Trust Fund					
Maryanne Bilodeau	33	Post Employment Health Insurance Trust Funding					
Larry O'Brien	34	Special Act - Dedication of Local Meals Tax Revenue to other Post Employment Benefits (OPEB)					
Assessors	35	Special Act - Extension of Means Tested Senior Tax Exemption Program					
Assessors	56	Refinements to Senior Property Tax Relief					
BOS	43	Amend Zoning Bylaw, Article IX - Site Plan Authority Change from BoS to Planning Board					
Kablack/Morely	44	Grant of Perpetual Restrictions - CPA Land Purchases					
CPC Kablack/Morely	45	Weed Removal					
CPC Kablack/Morely	46	SH Tr Allocation					

Attachment: Copy of ATM Article List_Mar_24 BOS (1231 : ATM Action: discuss and vote on articles)

SUGGESTED ORDER OF ARTICLE DISCUSSION AND VOTE
Board of Selectmen meeting - 3/24/15

CPC Kablack/Morely	47	Town-wide Walkways					
CPC Kablack/Morely	48	Historic Projects					
CPC Kablack/Morely	49	Davis Field Improvements					
CPC Kablack/Morely	50	Town Center Landscaping					
CPC Kablack/Morely	51	Amend 26/ATM12 Historic Projects					
CPC Kablack/Morely	52	FY16 CPC Budget					
BOS	36	Town of Sudbury Bylaws - Art. V.3, Regulation of Dogs					
Pat Brown	38	Amendments to the Reg School District Agreement of the Minuteman Reg Voc School District					
Pat Brown	39	Minuteman Regional Vocational Technical High School - Accept Amendments					
Pat Brown	40	MMRVTHS					
Pat Brown	41	MMRVTHS - Withdrawal					
<u>TENTATIVE FOR APRIL</u>							
<u>7:</u>							
DePompei	53	Walkways					
Sullivan	54	Greenway Rail Trails					
Sullivan	55	Greenway Rail Trails					

Attachment: Copy of ATM Article List_Mar_24 BOS (1231 : ATM Action: discuss and vote on articles)

BUDGET
ARTICLES

EXPENDITURES	FY16 Recommended
300: Sudbury Public Schools: Net	33,749,343
300: SPS Employee Benefits (1)	5,934,990
1000: SPS OPEB Normal Cost (2)	97,159
Sub-total SPS Net	39,781,492
300: LS Operating Assessment: Net	21,404,879
300: LS OPEB Normal Cost Assessment	101,968
300: LS Operating Debt Service Assessment	666,506
Sub-total LS Assessments Net	22,173,353
300: Minuteman Regional Assessment	694,384
Total: Schools	62,649,230
100: General Government	2,719,850
200: Public Safety (3)	7,218,029
400: Public Works	5,152,060
500: Human Services	659,188
600: Culture & Recreation	1,233,397
900: Employee Benefits	4,566,368
900: Other & Transfers	524,971
1000: Normal Cost for OPEB Trust	59,853
Total: Town Departments	22,133,716
700: Town Debt Service	3,719,050
TOTAL: OPERATING BUDGET	88,501,996

(not including Capital or Enterprise Funds)

- 1 To be transferred to 900: Town Employee Benefits**
- 2 To be transferred to 1000: SPS/Town Normal Cost for OPEB**
- 3 Ambulance reserve funds to be transferred to 200: Public Safety (direct revenue offset)**

Attachment: Andrea_articles5to7_backup (1231 : ATM Action: discuss and vote on articles)

WARRANT ARTICLE SUMMARIES

	FY14 Actual	FY15 Appropriated	FY16 Recommended
TRANSFER STATION ENTERPRISE FUND			
Direct Costs ¹	229,658	312,186	498,256
Indirect Costs*	21,567	16,255	16,700
TOTAL: Enterprise Expenditures	251,225	328,441	514,956
Transfer Station Receipts	338,458	328,441	330,156
Retained Earnings Used	-	-	184,800
TOTAL: Enterprise Revenues	338,458	328,441	514,956
	-	-	-

1 Direct Costs for FY14 include \$122,000 for capital expenditures to be paid for by retained earnings.

*Paid for by Enterprise Revenue Transfer to Unclassified Benefits (General Fund)

	FY14 Actual	FY15 Appropriated	FY16 Recommended
POOL ENTERPRISE FUND			
Direct Costs	500,829	547,891	578,043
TOTAL: Enterprise Expenditures	500,829	547,891	578,043
Pool Receipts	492,533	525,000	496,000
Retained Earnings Used	8,296	22,891	82,043
TOTAL: Enterprise Revenues	500,829	547,891	578,043
	-	-	-

	FY14 Actual	FY15 Appropriated	FY16 Recommended
FIELD MAINTENANCE ENTERPRISE			
Direct Costs	186,546	221,128	218,086
Indirect Costs*	22,500	20,879	21,500
TOTAL: Enterprise Expenditures	209,046	242,007	239,586
Field Maintenance Receipts	202,269	206,000	203,000
Transfers In	-	-	-
Retained Earnings Used	6,778	36,007	36,586
TOTAL: Enterprise Revenues	209,047	242,007	239,586
	-	-	-

*Paid for by Enterprise Revenue Transfer to Unclassified Benefits (General Fund)

Attachment: Andrea_articles5to7_backup (1231 : ATM Action: discuss and vote on articles)



Attachment: Art 13 MELONE PICT 2PER PAGE (1231 : ATM Action: discuss and vote on articles)



Attachment: Art 13 MELONE PICT 2PER PAGE (1231 : ATM Action: discuss and vote on articles)



Attachment: Art 13 MELONE PICT 2PER PAGE (1231 : ATM Action: discuss and vote on articles)



Attachment: Art 13 MELONE PICT 2PER PAGE (1231 : ATM Action: discuss and vote on articles)



Attachment: Art 13 MELONE PICT 2PER PAGE (1231 : ATM Action: discuss and vote on articles)



Attachment: Art 13 MELONE PICT 2PER PAGE (1231 : ATM Action: discuss and vote on articles)

TOWN OF SUDBURY WARRANT ARTICLE FORM ARTICLE __

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE 15 Energy Savings Programs Stabilization Fund

To see what sum the Town will vote to raise and appropriate, or transfer from available funds, to be placed in the Energy Savings Programs Stabilization Fund established under Article 25 of the 2014 Annual Town Meeting, for the purpose of acquiring, installing or otherwise implementing energy saving capital projects; towards the purchase, lease or debt service payments for said items or programs classified as such; or act on anything relative thereto.

Submitted by the Energy Committee. (Two-thirds vote required)

Energy Committee Report:

At the 2014 Annual Town Meeting, residents voted to create and fund the Energy Savings Programs Stabilization Fund. The Energy Stabilization Fund was created to allow for savings from energy related projects developed by the Town’s Energy Committee to be used for energy savings projects. This year, the Energy Committee has reported that the solar array at the landfill has produced approximately \$160,000 in net metering credit from Nstar and is reflected in the Town and Sudbury Public Schools utility accounts. The Committee recommends capturing \$100,000 of these credits by appropriating \$50,000 from the Towns Nstar utility credit and \$50,000 from the Sudbury Public Schools Nstar utility credit and transferring these sums into the Energy Stabilization Fund. This allows the net metering savings from the solar array to be visible and allows the energy savings to be used in a deliberate and purposeful way by Town Meeting.

The Energy Committee supports the transfer of the energy savings generated by the Landfill solar and will continue to work with the residents to identify future projects that help make Sudbury more energy efficient and sustainable.

SUBMITTED BY: _____

Approved by: _____
Town Counsel

Attachment: Article 15 Energy Stabilization Fund (1231 : ATM Action: discuss and vote on articles)

TOWN OF SUDBURY WARRANT ARTICLE FORM ARTICLE __

Instructions:

- 1) The ORIGINAL, TYPED article is to be submitted to the Selectmen's Office in final form.
2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
3) WARRANT REPORT, briefly explaining intent and scope of article must be attached.
4) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE 16 Use of Energy Savings Programs Stabilization Fund

To see if the Town will vote to appropriate an amount not to exceed \$75,000 from the Energy Savings Programs Stabilization Fund established under Article 25 of the 2014 Annual Town Meeting, as recommended by the Energy Committee, for the purpose of acquiring, installing or otherwise implementing energy saving capital projects; towards the purchase, lease or debt service payments for said items or programs classified as such; or act on anything relative thereto.

Submitted by the Energy Committee. (Two-thirds vote required)

MGL Ch. 40, Section 5B authorized Sudbury to create the Energy Savings Programs Stabilization Fund at the 2014 Annual Town Meeting. In 2014, \$20,000 was transferred from the utility budget and inserted into the stabilization fund. At Town Meeting in May, voters will be asked to authorize the transfer of \$100,000 from the utility budget to realize a portion of the net metering savings from the solar array at the landfill. If approved by residents, the current total of the Energy Stabilization Fund will be \$120,000. The purpose of the fund and the appropriation of the \$75,000 requested, will allow the savings generated to fund new energy savings projects. This year, the committee has two projects that are being considered for funding. One project is the installation of new energy efficient LED lights at the Haynes Cafeteria and Library, and at Curtis School Library and selected hallway lights. These LED lights will improve existing lighting, will last up to three times longer than existing lights and will save money by reducing electricity consumption. The second project under consideration is the replacement of either the Noyes or Loring School roof top HVAC equipment. Both schools have rooftop units that are getting old and must be replaced soon. This project will address the most critical unit, as determined by the Facilities Manager. The new units will be modern, energy efficient, and computer controlled with the buildings energy management system. The new units will meet the stretch energy code, thereby saving money in the future.

The final decision on which project will be presented at Town Meeting.

SUBMITTED BY: _____

Approved by: _____
Town Counsel

Attachment: Article 16 Use of Energy Stabilization (1231 : ATM Action: discuss and vote on articles)

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE Carpet Replacement – Schools and Library

To see if the Town will vote to raise and appropriate, or transfer from available funds, an amount of money to be expended for the purpose of replacing selected portions of existing carpet in Curtis School, Loring School and Goodnow Library and any expenses therewith; and to determine whether such funding shall be raised by taxation or otherwise; and to determine whether such funding will be subject to a Capital Exclusion; or act on anything relative thereto.

Submitted by the Facilities Director.

Facilities Director’s Report:

The floor carpet in the Goodnow Library, Curtis School and Loring School is worn out and needs to be replaced. The carpet in Goodnow Library and Loring School is 17 years old and in the Curtis School the carpet is 15 years old. The typical life cycle for commercial carpeting is about 10-15 years. The existing carpet looks old and deteriorated and has an unkempt appearance. This article requests \$108,000 to replace selected areas in the town’s buildings and will preserve and protect our assets.

SUBMITTED BY: _____

Approved by: _____
Town Counsel

Attachment: Article 20 Carpet Replacement (1) (1231 : ATM Action: discuss and vote on articles)

TOWN OF SUDBURY WARRANT ARTICLE FORM ARTICLE 21

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE Natatorium Roofing

To see what sum the Town will vote to raise and appropriate, or transfer from available funds, to be expended under the direction of the Permanent Building Committee for the purpose of constructing, reconstructing, or making extraordinary repairs to the Atkinson Pool roof at the Fairbank Community Center/Pool complex, and all expenses therewith including professional and engineering, the preparation of plans, specifications and bidding document, supervision of work and borrowing costs; and to determine whether said sum shall be raised by borrowing or otherwise; and to determine whether such funding will be subject to a Proposition 2 ½ exclusion; or act on anything relative thereto.

Submitted by the Facilities Director.

Facilities Director’s Report:

This article requests \$380,000 to replace the 28 year old roof on the Atkinson Pool and make improvements to the building envelope. The natatorium roof is at the end of its useful life expectancy and is starting to show evidence of failure. The river rock ballast is degrading with many stones cracked and splitting resulting in sharp edges that can penetrate the roof membrane.

The roof does not have active leaks to the interior, except for ice dams that occur in the winter. In June of 2013, we contracted with a consultant to assess the roof condition and they found moisture on the underside of the rubber roof membrane and the top 1 to 2 inches of insulation was wet to the touch. These indications are that the roof system is beginning to fail and we should replace the roof and repair the envelope before water infiltration damages the structure.

SUBMITTED BY: _____

Approved by: _____
 Town Counsel

Attachment: Article 21 Atkinson Pool Roof Replacement (1231 : ATM Action: discuss and vote on articles)

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE Town and School Parking Lots and Sidewalk Improvements

To see if the Town will vote to raise and appropriate, or transfer from available funds, \$200,000 or any other sum, to be expended under the direction of the Facilities Director for the purpose of constructing, reconstructing, or making extraordinary repairs to the Sudbury Public Schools and Town driveways, parking lots and sidewalks; and to determine whether said sum shall be raised by borrowing or otherwise; and to determine whether such funding will be subject to a Proposition 2 1/2 exclusion; or act on anything relative thereto.

Submitted by the Facilities Director.

Facilities Director’s Report:

The driveways, sidewalks and parking lots at the Sudbury Public Schools and the Town facilities are in need of major repair. Last year Town Meeting approved funds to make improvements at the Nixon School and a portion of the Curtis School. This year, the article requests \$200,000 to complete the improvements to the Curtis School and address other deteriorated areas of the parking lots at the Loring and Noyes Schools and other town buildings.

SUBMITTED BY: _____

Approved by: _____

Town Counsel

Attachment: Article 23- Town and School Parking Lots (1231 : ATM Action: discuss and vote on articles)

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE School Security and Access Controls

To see if the Town will vote to raise and appropriate, or transfer from available funds, \$220,000 or any other sum, to be expended under the direction of the Facilities Director for the purpose of constructing, reconstructing, or making extraordinary repairs to the Sudbury Public Schools for the purpose of Building Safety, Security, and Access Controls; and to determine whether said sum shall be raised by borrowing or otherwise; and to determine whether such funding will be subject to a Proposition 2 ½ exclusion; or act on anything relative thereto. Submitted by the Facilities Director.

Submitted by the Facilities Director.

Facilities Director’s Report:

The goal of this Town Meeting request is to provide secure and safe facilities for our children, staff and residents with the installation of school security and access controls. This article request \$220,000 to be raised to install electronic card access and exterior security cameras at the Curtis, Haynes, Noyes, Nixon and Loring Schools. As we have learned, school violence can happen anywhere. The implementation of entry access control and the installation of security cameras, will allow the staff the ability to better control entry into the building.

There is no guarantee that our schools will be free from violence, however, this added security feature, along with training and communication, will give the staff a valuable tool to protect our children, teachers and parents in our school buildings.

SUBMITTED BY: _____

Approved by: _____
Town Counsel

Attachment: Article 24 School Security and Access Controlrev (1231 : ATM Action: discuss and vote on articles)

TOWN OF SUDBURY WARRANT ARTICLE FORM ARTICLE __ 25

- Instructions:
- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
 - 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
 - 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
 - 4) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE School Classroom Flooring Replacement

To see what sum the Town will vote to raise and appropriate, or transfer from available funds, to be expended under the direction of the Facilities Department for the purpose of constructing, reconstructing, or making extraordinary repairs to the Sudbury Public Schools in various classroom floors, and all expenses therewith including professional and engineering, the preparation of plans, specifications and bidding document, supervision of work and borrowing costs; and to determine whether said sum shall be raised by borrowing or otherwise; and to determine whether such funding will be subject to a Proposition 2 ½ exclusion; or act on anything relative thereto.

Submitted by the Facilities Director.

Facilities Director’s Report:

This Article is requesting \$100,000 to see if the town will replace existing classroom carpet and cracked tiles in selected rooms with vinyl composition tile and area rugs. The existing classroom carpet is worn out and must be replaced. Carpet is not a good flooring choice for a classroom and it is difficult to keep clean and odor free. Benefits include reduced cleaning costs and provide more sanitary space for the children in classrooms. In this environment, carpet life is approximately 6 years and vinyl floor will last up to 25 years.

SUBMITTED BY: _____

Approved by: _____
Town Counsel

Attachment: Article 25 School Flooring Replacement (1231 : ATM Action: discuss and vote on articles)

TOWN OF SUDBURY WARRANT ARTICLE FORM ARTICLE __

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen’s Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE 26 School Rooftop HVAC Unit Replacement

To see if the Town will vote to raise and appropriate, or transfer from available funds, \$75,000 or any other sum, to be expended under the direction of the Facilities Director for the purpose of constructing, reconstructing, or making extraordinary repairs to the Sudbury Public Schools Rooftop HVAC units; and to determine whether said sum shall be raised by borrowing or otherwise; and to determine whether such funding will be subject to a Proposition 2 ½ exclusion; or act on anything relative thereto.

Submitted by the Facilities Director.

Facilities Director’s Report:

This article requests \$75,000 for the replacement of a rooftop HVAC unit at either the Peter Noyes School or the Loring School. The condensing coils are starting to wear out and are leaking. These rooftop units provide the cooling systems for our school buildings and are becoming older and need to be replaced. The existing units are approximately 15 years old and at the end of their useful life. The units have been well maintained, however, repairs and service calls on the aging units have increased. This project would also update the refrigerant from R22 to 410A, which is required by law and is more environmentally responsible.

The plan for FY16 is to be prepared for replacement of one system, the exact unit number will be decided in the summer with replacement scheduled for the fall.

SUBMITTED BY: _____

Approved by: _____
Town Counsel

Attachment: Article 26- school rooftop HVAC ev (1231 : ATM Action: discuss and vote on articles)

Article 29

Permanent Building Committee Report:

During the past several years, a number of Capital projects have emerged where initial funding has been required to develop schematic plans and estimated costs for funding agency grants or reimbursements, particularly projects under the auspices of the Massachusetts School Building Authority (MSBA).

MSBA projects requiring initial schematic funding for the development of project scope and costs for the funding application and approval have included the Accelerated Repair Projects of the Noyes School Roofing, Windows and Boiler Project, the Nixon Partial Roof Project and the current Nixon Window Replacement Project.

Once approved these projects have received reimbursement of between 32% and 36 % from MSBA and allowed the Town to upgrade facilities for two thirds of the project costs.

For the past projects and the current FY15 Nixon project, the PBC, with the consent of the School Committee, has been able to use funds from an existing School construction article to meet the needs of the schematic design costs.

This procedure is no longer available. The need still exists, however, for future projects funded by MSBA incentives or other funding agencies. Therefore, Article 29 requests Town Meeting approval of a Capital Account that may be used to submit and capture grants and incentives as they become available to upgrade Town Facilities expended under the direction of the Permanent Building Committee.

The intention is to fund this article by transfer of \$44,630.48, the balance of the previous MSBA Nixon School Roof project (2012 STM 12/1, STE 12/4), making funding available for the initial work for another incentive project.

ARTICLE 36

SECTION 3. REGULATION OF DOGS

s. 3-1 STATEMENT OF PURPOSE

This bylaw is intended to guide those persons owning or keeping dogs in their role as responsible pet owners so as not to adversely affect the residents of the Town of Sudbury.

s. 3-2 REFERENCE TO MASSACHUSETTS GENERAL LAWS

Any reference to a "section" in this bylaw shall mean Chapter 140 of the Massachusetts General Laws, unless otherwise stated.

The provisions of Massachusetts General Law Chapter 140, s.136A through 174D inclusive, as may be amended from time to time and except as modified herein, are incorporated into this bylaw relating to the regulation of dogs.

s. 3-3 DEFINITIONS

Unless otherwise set out in this bylaw, any term defined in s.136A shall have the same meaning in this bylaw, and shall be expressly incorporated herein.

ANIMAL SHELTER - Any premises designated for the purpose of impounding and caring for animals held under authority of this bylaw.

AT LARGE - Off the premises of the owner and not under the control of the owner or authorized person either by leash, cord, chain or other means.

KENNEL ~~As defined in General Laws Chapter 140, s. 136A; includes personal kennels.~~

LICENSE PERIOD - From January 1st of each year to December 31st of the same year.

LIVE STOCK OR FOWL - Animals or fowl kept or propagated by the owner for food or as a means of livelihood; also deer, elk, cottontail rabbits and northern hares, pheasants, quail, partridge and other birds and quadrupeds determined by the Department of Fisheries, Wildlife and Environmental Law Enforcement to be wild and kept by, or under a permit from, said department in proper houses or suitable enclosed yards. Such phrase shall not include dogs, cats and other pets.

OWNER - Any person or persons, firm, association or corporation owning, keeping or harboring a dog within the Town.

PERSON - An individual, partnership, company or corporation.

PERSONAL KENNEL – "Personal kennel", a pack or collection of more than four dogs, three months old or older, owned or kept under single ownership, for private personal use; provided, however, that breeding of personally owned dogs may take place for the purpose of improving, exhibiting or showing the breed or for use in legal sporting activity or for other personal reasons; provided further, that selling, trading, bartering or distributing such breeding from a personal kennel shall be to other breeders or individuals by private sale only and not to wholesalers, brokers or pet shops; provided further, that a personal kennel shall not sell, trade, barter or distribute a dog not bred from its personally-owned dog; and provided further, that dogs temporarily housed at a personal kennel, in conjunction with an animal

Deleted: -

Deleted:

Deleted: One (1) pack or collection on a single premises maintained for breeding, boarding, sale, training, hunting o purposes, and including any shop where dogs are on sale, a including every pack or collection of four (4) or more dogs months old or older, owned or kept by a person on a single irrespective of the purpose for which they are maintained.

Attachment: 2015 02 10 Animal control by-law (1914-00)_redline (1231 : ATM Action: discuss and vote on articles)

shelter or rescue registered with the department, may be sold, traded, bartered or distributed if the transfer is not for profit.

RESTRAINT - A dog shall be deemed to be under restraint if it is on the premises of the owner accompanied by a person who shall have the dog under control, or is in a suitably enclosed area including an effective electric invisible fence, or if outside the premises of the owner, is accompanied by a person who shall have the dog under control by holding it firmly on a leash no greater than six feet in length.

Deleted: or is tied,
Deleted: (6)

s. 3-4 DOG/ANIMAL CONTROL OFFICER

The Town Manager shall appoint an Animal Control Officer under the provisions of s.151 and s.151A to carry out the provisions of this bylaw, and perform such other duties and responsibilities as may be determined. The Town Manager shall determine hours and conditions of work for the Animal Control Officer. Compensation for persons appointed under this bylaw shall be consistent with other bylaws dealing with salaries of appointed officials.

Deleted: Dog/
Deleted: Dog/

The Animal Control Officer shall seek out and notify all owners of all dogs within the Town that have not been licensed within the required time under the provisions of this bylaw; shall seek out, catch and confine any dogs within the Town that are found on public property, or on private property where said dog is trespassing and the owner or person in control of such property wants the dog removed, if said dog is in violation of any section of this bylaw.

Deleted: Dog/

No person shall interfere with, hinder, molest or abuse an Animal Control Officer in the exercise of such responsibilities. The provisions of s.151 and s.151A regarding killing and/or transfer of any dogs shall apply and are expressly incorporated in this bylaw. No Animal Control Officer shall be a licensed animal dealer registered with the United States Department of Agriculture, and no Animal Control Officer, either privately or in the course of carrying out official assignments as an agent for this Town, or shall any other agent of the Town, give, sell, or turn over any animal which may come into custody to any business or institution licensed or registered as a research facility or animal dealer with the United States Department of Agriculture. Whoever violates the provisions of this paragraph shall be fined as provided in s.151.

Deleted: Dog/
Deleted: Dog/
Deleted: Dog/

It shall be the duty of the Animal Control Officer to keep, or cause to be kept, accurate and detailed records of the impoundment and disposition of all dogs held in custody; a monthly telephone log of calls regarding dogs; all bite cases reported and the investigation of same.

Deleted: Dog/

s. 3-5 HEARING OFFICER

The Board of Selectmen shall act on all matters pertaining to the enforcement of this bylaw and the settling of any disputes between dog owner, the Town and its residents.

s. 3-6 DOG FUND

A Dog Fund is hereby created by the Town under provisions of Chapter 44, s.53E-1/2 of Massachusetts General Laws. Said fund shall be used as a depository for all moneys collected as fees, fines, charges, penalties and other like moneys imposed under this bylaw. It shall be used to make purchases necessary to administer this bylaw and to pay any expenses relating to this bylaw or for any other costs that Massachusetts General Laws require to be paid. Said fund shall be administered by the Treasurer/Collector and may also receive funds through usual municipal financing methods. Receipts allocated to this fund shall be deposited in a special account by the Treasurer.

Attachment: 2015 02 10 Animal control by-law (1914-00)_redline (1231 : ATM Action: discuss and vote on articles)

Expenditures may be charged against this fund without prior appropriation, subject to the approval by the Town Clerk and shall be limited to purposes directly connected to the enforcement of the provisions of the dog bylaw. Said expenditures, or incurred liabilities, shall not exceed the available balance of the fund at any given time.

s. 3-7 VACCINATION REQUIREMENT

(A) Whoever is the owner of a dog, cat or ferret six months of age or older shall cause such dog, cat or ferret to be vaccinated against rabies by a licensed veterinarian using a vaccine approved by the Department of Public Health. Such owner shall produce a veterinarian’s certificate that such dog, cat or ferret has been so vaccinated setting forth the date of such vaccination and the duration of immunity, or a notarized letter from a veterinarian that a certification was issued. An exemption from such vaccine may be granted by the Board of Health only upon presentation of a licensed Massachusetts veterinarian’s certificate stating that because of an infirmity, other physical condition or regimen of therapy, such inoculation is considered inadvisable for a specified period of time for such reasons as provided in s. 145B.

(B) Unvaccinated dogs, cats or ferrets acquired or brought into the Town shall be vaccinated within thirty days after acquisition or entry into the Town or upon reaching the age of six months, whichever comes later.

(C) Unvaccinated dogs, cats or ferrets shall be re-vaccinated in accordance with rules and regulations adopted and promulgated by the Department of Public Health.

(D) Whoever violates this section shall be punished by a fine of not more than one hundred dollars per animal, or by a non-criminal penalty of fifty dollars per animal.

s. 3-8 REGISTRATION, LICENSES, AND FEES

(A) Any owner of a dog which is six months of age or older and is located in the Town of Sudbury shall obtain a license for that dog commencing on January 1st of each year, as required by Massachusetts General Law Chapter 140.

Deleted: (6)

(B) The fee for every license shall be:
Neutered male dogs and spayed female dogs \$15.00
Unneutered male dogs and unspayed female dogs \$20.00

(C) The registering, numbering, describing and licensing of a dog shall be done by the Town Clerk on a form prescribed and supplied by the Town Clerk, and shall be subject to the condition expressed therein that the dog which is the subject of the license shall be controlled and restrained from killing, chasing or harassing live stock, fowl, wildlife, or domesticated animals.

D) The owner of a licensed dog shall cause it to wear around its neck or body a collar or harness of leather or other suitable material, to which shall be securely attached a tag on a form prescribed by and issued by the Town Clerk when a license is issued. Such tag shall state the following information: (a) Town of Sudbury; (b) year of issue; and (c) tag number. The Town Clerk shall maintain a record of the identifying numbers.

(E) If any such tag shall be lost, the owner of such dog shall forthwith secure a substitute tag from the Town Clerk. The fee for a duplicate tag shall be one dollar (\$1.00).

(F) The Town Clerk shall not grant such license for any dog unless the owner of the dog provides the Town Clerk with a veterinarian's certification that the dog has been vaccinated in accordance with section 145B, certification that such dog is exempt from the vaccination requirement under said section 145B or a notarized letter from a veterinarian that either of these certifications was issued relative to such dog.

Deleted: unless the owner thereof provides the Town with either a veterinarian's certification that such dog has been vaccinated in accordance with the provisions of s.145B or a notarized letter from a veterinarian that a certification was issued.

s. 3-9 KENNEL REGISTRATION, LICENSES, AND FEES

(A) Any person maintaining a kennel shall have a kennel license. (See s.3-3 for definition of what constitutes a kennel.) The fee for kennel licenses shall be:

Four (4) dogs	\$ 60.00
Five (5) to six (6) dogs	\$ 90.00
Seven (7) to ten (10) dogs	\$150.00
Eleven (11) dogs or more	\$175.00

(B) Any person who meets all requirements of the Town of Sudbury Zoning Bylaw and s.137A may apply for a kennel license from the Town Clerk and for a fee as set out in this bylaw. The Town Clerk shall, upon application, issue without charge a kennel license to any domestic charitable corporation incorporated exclusively for the purpose of protecting animals from cruelty, neglect or abuse and for the relief of suffering among animals.

(C) The provisions of s.138 and s.138A shall be expressly incorporated herewith and shall henceforth apply under this bylaw.

(D) The Animal Control Officer may at any time inspect or cause to be inspected any kennel and if, in her or his judgment the same is not being maintained in a sanitary and humane manner, or if records are not properly kept as required by law, shall file with the Town Manager a petition setting forth the facts, and the Town Manager shall upon this petition, or upon a petition of twenty-five citizens, setting forth that they are aggrieved, or annoyed to an unreasonable extent, by one or more dogs at a kennel maintained in Town, because of excessive barking or vicious disposition of said dogs or other conditions connected with such kennel constituting a public nuisance, the Town Manager, within seven days after a filing of such petition, shall give notice to all parties in interest of a public hearing to be held within fourteen days after the date of such notice. Within seven days after such public hearing the Board of Selectmen shall make an order either revoking or suspending such kennel license or otherwise regulating said kennel, or dismissing said petition. Within ten days after such order the holder of such license may bring a petition in the district court as outlined in s.137C. Any person maintaining a kennel after the license therefor has been so revoked, or while such license is so suspended, shall be fined as set forth in Section 3-24(A) of this bylaw. The Board of Selectmen may, in the case of any suspension, reinstate such license.

Deleted: Dog/

s. 3-10 KENNEL REGULATIONS

The Town Clerk shall not issue a kennel permit pursuant to the provisions of s.137A, unless:

(A) A written report from the Animal Control Officer has been received certifying as follows:

Deleted: Dog/

Attachment: 2015 02 10 Animal control by-law (1914-00)_redline (1231 : ATM Action: discuss and vote on articles)

1. That the premises where the applicant’s kennel is located has been inspected.

That the premises proposed are appropriate for use as a kennel and that such use will have no significant adverse effect on the peace and quiet of the neighborhood or on the sanitary conditions there.

(B) The applicant for a kennel permit has first obtained a Special Permit from the Board of Appeals pursuant to Section V, H of the Zoning Bylaw of the Town of Sudbury.

s. 3-11 FAILURE TO LICENSE

All owners or keepers of dogs kept in the Town of Sudbury during the preceding six months and who, on the first day of April of each year, have not licensed said dog or dogs, as prescribed by Section 137, Chapter 140 of the General Laws, shall pay a late fee of \$25 payable to the Town, in addition to the license fee, for each dog so unlicensed. In addition to the license fee and late fee, any all such owners or keepers of dogs not compliant with the licensing requirement after June 1st may be subject to an additional penalty of \$50.00 for each dog, and the Animal Control Officer may issue additional penalties of \$50.00 every 21 days after initial \$50.00 penalty until compliance.

Deleted: (6)

Deleted: be subject to a penalty

s. 3-12 CONTROL OF DOGS

(A) All dogs in the Town of Sudbury shall be restrained, kept on a leash or under the direct and complete control of a responsible person at all times. The owner or keeper of a dog who violates this bylaw shall be subject to a penalty as set forth in Section 3-24(A) of this bylaw.

(B) Any dog whose actions result in a complaint filed with the Animal Control Officer shall be restrained during the entire twenty-four hour period after the third complaint, if in the opinion of the Animal Control Officer such complaints are warranted and constitute a violation of any provision of this bylaw.

Deleted: Dog/

Deleted: Dog/

Deleted: (C) The Dog/Animal Control Officer, may, suit Section 3-6 of Article V of these bylaws, receive payment of the foregoing fine prior to seeking a complaint therefor under Chapter 140, Section 173A.

s. 3-13 NUISANCE ABATEMENT

“Nuisance dog”, a dog that: (i) by excessive barking or other disturbance, is a source of annoyance to a sick person residing in the vicinity; or (ii) by excessive barking, causing damage or other interference, a reasonable person would find such behavior disruptive to one’s quiet and peaceful enjoyment; or (iii) has threatened or attacked livestock, a domestic animal or a person, but such threat or attack was not a grossly disproportionate reaction under all the circumstances. Dogs shall be kept in such a manner that no nuisance is produced regarding sanitary conditions, housing, food, shelter, water, or other factors which may cause a nuisance. Upon determination by the Animal Control Officer, based on evidence, that a dog is causing a nuisance, the owner of such dog shall be subject to a penalty as set forth in Section 3-24(B) of this bylaw.

Deleted: The keeping or harboring of any dog, whether licensed or not, which by habitual, consistent and persistent howling, yapping, barking, or other noise disturbs or annoys any persons residing in the neighborhood is unlawful and is hereby declared to be a public nuisance and each day shall constitute a separate offense.

Deleted: Dog/

Every female dog in heat shall be confined in a building or secured enclosure in such a manner that such female dog cannot come into contact with another animal except for planned breeding. The owner of any unspayed and unleashed female dog found by the Animal Control Officer roaming in season (heat) off the premises of the owner shall be subject to a penalty as set forth in Section 3-24(B) of this bylaw.

Deleted: Dog/

When the owner of a male dog is notified by the Animal Control Officer that the dog is a nuisance to residents while attracted to the residence of a female dog in heat, the owner of the male dog shall be required to keep the male dog restrained.

Deleted: Dog/

Attachment: 2015 02 10 Animal control by-law (1914-00)_redline (1231 : ATM Action: discuss and vote on articles)

s. 3-14 DOG WASTE DISPOSAL

Each person who owns, possesses or controls a dog walking in any area within the Town other than their own private property is responsible for the removal and disposal of any feces left by the dog. Persons walking dogs must carry with them a device designed to dispose of dog feces. Such devices include but are not limited to plastic bags or "pooper-scoopers." Exempt from the requirements of this bylaw are assistance dogs in the service of their handlers. The owner or keeper of a dog that violates this section shall be subject to a penalty as set forth in Section 3-24(B) of this bylaw.

Deleted: The definition of nuisance dogs includes but is limited to dogs whose owners repeatedly allow them to:
- Bark excessively;
- Trespass on private property;
- Damage property;
- Molest passersby;
- Chase persons walking, jogging, or riding bicycle
- Chase vehicles; and/or
- Disturb the peace in any way at any time.

s. 3-15 QUARANTINE OF DOG THAT BITES

The dog owner shall immediately and within twenty-four hours, notify the animal inspector, agent for the Board of Health, if the dog bites a person. For biting a person, the dog must be quarantined subject to Massachusetts General Law c. 129, s.21. Any and all violations of a quarantine order will be subject to general penalties under Massachusetts General Law ch. 129, s.30.

Deleted: (24)

s. 3-16 DANGEROUS DOGS

"Dangerous dog", a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal;

Deleted: VICIOUS

provided, however, that no dog shall be deemed dangerous: (i) solely based upon growling or barking or solely growling and barking; (ii) based upon the breed of the dog; or (iii) if the dog was reacting to another animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

Deleted: Vicious dogs are defined as dogs who unprovoked attacked or bitten a human being or animal, or have a known propensity, tendency or disposition to attack unprovoked, to injure or to endanger the safety of human beings or animal.
Potentially vicious dogs are defined as dogs who, when unprovoked, in a vicious or terrorizing manner approach any person or animal with an apparent attitude of attack.

(1) the dog was protecting or defending itself, its offspring, another domestic animal or a person from attack or assault;

Deleted: No dog shall be declared vicious or potentially vicious if injury or damage is sustained by a person who was willfully trespassing or committing or attempting to commit a crime committing other tort upon the premises occupied by the dog. Also exempted are dogs who were teased, tormented, or assaulted by the injured person or animal prior to attacking or biting. No dog shall be declared vicious if the dog was protecting a human being in its immediate vicinity from an assault. For purposes of this definition, no child under the age of seven shall be deemed a trespasser.

(2) the person who was attacked or threatened by the dog was committing a crime upon the person or property of the owner or keeper of the dog;

(3) the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or

(4) at the time of the attack or threat, the person or animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or animal was not authorized by the owner of the premises to be within such enclosure including, but not limited to, a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided, however, that if a person is under the age of 7, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

Dogs who have violated any of the above conditions can be declared to be a dangerous dog by the Board of Selectmen upon written complaint of a citizen, the Animal Control Officer, Police Department or other public safety agent.

Deleted: nuisance, vicious or potentially vicious

Deleted: Dog/

s. 3-17 EMERGENCY TREATMENT

Any veterinarian registered under the provisions of s.55 or s.56A of Chapter 112 who renders emergency care or treatment to, or disposes of any dog or cat injured on any way in the Town shall receive payment of reasonable costs from the owner of such dog or cat, if known, or if not known, shall receive a fair and

reasonable sum [not to exceed two hundred and fifty dollars (\$250) without the approval of the Board of Selectmen] from the Town's Dog Fund provided under this bylaw for such care, treatment and/or disposal; provided, however, such emergency care, treatment and/or disposal shall be for the purpose of maintaining life, stabilizing the animal or alleviating pain or suffering until the owner of such dog or cat is identified, or for a period of twenty-four hours, whichever is sooner. Any veterinarian, who renders such emergency care or treatment to, or euthanizes or disposes of such dog or cat, shall notify the Animal Control Officer, and upon notification, the Animal Control Officer shall assume control of any such dog or cat.

Deleted: Dog/
Deleted: Dog/
Deleted: The Dog/Animal Control Officer shall not assume control of any such cat.

s 3-18 CONFINEMENT OF DOGS

The Animal Control Officer shall seek out, catch and confine any dog which he/she finds, after a complaint from an identified person or through his/her own observation, has:

Deleted: Dog/

- Bitten or threatened the safety of any person;
- Killed or maimed any domesticated or farm animal or wildlife excepting small rodents;
- Chased any motor, recreational, or pedal vehicle, or any animal carrying or drawing a person;
- Damaged property;
- Committed any act which places its owner in violation of a Section of this bylaw.

Any violation shall result in a penalty as set forth in Section 3-24(A) of this bylaw.

Deleted: be fined

s. 3-19 DISPOSITION OF DOGS; STORAGE FEES

- A. Any dog confined by the Animal Control Officer, unless picked up by the owners, shall be kept for at least seven days (24 hour consecutive time period from the time the animal is obtained by the Animal Control Officer).
- B. A storage fee for the boarding of impounded dogs shall be charged at a rate based on contractual agreements between the Town and the contractor.
- C. Any dog confined by the Animal Control Officer shall not be released to the owner until the owner produces evidence of a current dog license and pays all penalties and storage fees.

Deleted: Dog/
Deleted: ten (10)

s. 3-20 DAMAGE CAUSED BY DOGS

The provisions of General Laws Chapter 140, section 161 shall apply to whoever suffers loss in a manner described in s.161. All funds expended under this section shall come from the Dog Fund provided under this bylaw.

Deleted: W
Deleted: shall inform the Dog/Animal Control Officer of loss, who shall investigate the circumstances of said loss. If event it is found that the damage was caused by a dog and estimate of damages by the Dog/Animal Control Officer is fifty (\$50.00) dollars, he/she shall submit a report to the Board of Selectmen. If the estimate is over fifty (\$50.00) dollars, he have the damage appraised on oath by three persons, one appointed by the Dog/Animal Control Officer, one appointed by the Town Manager/Board of Selectmen, and one appointed by the town. Said appraisers shall act as outlined in s.161 and turn appraisal to the Town Manager/Board of Selectmen, who shall authorize payment or make such independent investigation think proper, and shall issue an order upon the Town Treasurer any amount they decide to be just and shall notify all interested parties of their decision. The appraisers shall receive payment from the Town in a manner as is authorized in s.161.

If the Board of Selectmen determine, after notice to parties interested of a hearing, the person who is the owner of any dog which is found to have worried, maimed or killed live stock, fowl, or domesticated animals, thereby causing damages for which their owner may become entitled to compensation from the Dog Fund under this bylaw, they shall serve upon the owner of such dog a notice directing him/her within twenty-four hours to confine the dog or have it humanely euthanized. A person who owns or keeps a dog, and who has received such notice and does not within twenty-four hours humanely euthanize such dog or thereafter keep it on his/her premises or under the immediate restraint and control of some person, shall be penalized as set forth in Section 3-24(A) of this bylaw.

Deleted: kill or
Deleted: kill
Deleted: fined

s. 3-21 LIABILITY FOR DOGS

Attachment: 2015 02 10 Animal control by-law (1914-00)_redline (1231 : ATM Action: discuss and vote on articles)

The owner of a dog which has done damage to live stock, fowl, or domesticated animals shall be liable in tort to the Town for all damages so done in which the Town has been requested to pay as provided by Massachusetts General Laws Chapter 140 or by this bylaw. Such action may be brought by the Board of Selectmen.

Deleted: or by the Dog/Animal Control Officer

s. 3-22 ~~Omitted~~

Deleted: INFORMAL DISPOSITION PROCESS

s. 3-23 NON-CRIMINAL DISPOSITION OF VIOLATION

If any person so notified by non-criminal citation desires to contest the violation alleged in the citation notice, he/she may avail him/herself of the procedures established by law. If the owner of a dog fails to respond to a non-criminal citation within twenty-one days, the Town Clerk shall forward a copy of the citation to the District Court where it shall be handled under the provisions of c. 40, s.21D, Massachusetts General Laws.

Deleted: ¶
The owner of a dog that receives a citation under this bylaw within twenty-one days, confess to the offense charged by personally or through a duly authorized agent or by mailing Town Clerk said citation along with payment in the amount authorized under the penalty provisions of the bylaw. The to the Town Clerk shall operate as a final disposition of the violation through the informal disposition process, he/she If such person, when issued a citation, desires to contest the violation through the informal disposition process, he/she within twenty-one days of said issuance, request a hearing Board of Selectmen, and may present, either in person or by any evidence he/she may have to refute the allegation contained the citation. At such hearing, the Board of Selectmen shall determine as to the facts, and said determination shall t regarding the informal disposition process.

s. 3-24 VIOLATIONS

(A) With the exception of Sections 3-13 and 3-14, [see paragraph (B) below], a violation of any other section of this bylaw shall be punishable by a fine or non-criminal penalty of fifty dollars for each offense.

Deleted: without availing him/herself of the provisions of informal process, or desires to contest the decision of the Dog/Animal Control Officer or Board of Selectmen

(B) A violation of Sections 3-13 and 3-14 of this bylaw shall be punishable by a warning for the first offense in any calendar year; a twenty-five dollar fine or non-criminal penalty for the second offense; and a fifty-dollar fine or non-criminal penalty for each subsequent offense.

Deleted: in this

Deleted: In either of the above cases, or i

(C) Any person authorized to enforce provisions of this bylaw may issue a non-criminal citation to the owner of any dog violating the provisions of this bylaw. Any such citation shall include, in addition to the violation charge, the name and address of the owner of the dog, the date and location of the alleged offense, and, if not a warning, the amount of the penalty due. Said citation shall be on a form prescribed by and furnished by the Animal Control Officer.

Deleted: shall

Deleted: Dog/

s. 3-25 SEVERABILITY CLAUSE

If any part, section or provision of the bylaw is found to be invalid, the remains of this bylaw shall not be affected thereby. No provision or interpretation of a provision of this bylaw is intended to be either in conflict with or an attempt to change any statutory provision in Chapter 140, Massachusetts General Laws, pertaining to dogs.

Attachment: 2015 02 10 Animal control by-law (1914-00)_redline (1231 : ATM Action: discuss and vote on articles)

Golden, Patricia

From: Harvell, Rosemary
Sent: Wednesday, March 18, 2015 9:56 AM
To: Golden, Patricia
Subject: RE: Dog Bylaw - ATM article 36

Hi Patty,

Article 36 was submitted by the Board of Selectmen. A member of the Board would make the motion and/or speak to the article at Town Meeting with the Town Counsel opining.

Maureen Valente asked me to work with Town Counsel to identify the portions of the bylaw that needed review for consistency with State Law and Barbara Saint André authored the changes. These bylaw changes update definitions and penalties for violations such as failure to vaccinate and failure to license. The Dog Bylaws are enforced by the Animal Control Officer.

If Town Counsel is not available on Tuesday to provide clarification to the Board of Selectmen, I am available to attend the meeting.

Article 36 amends the Town Bylaws, Article V, Section 3. Regulation of Dogs to be consistent with Chapter 193 of the Acts of 2012 , entitled "An Act Further Regulating Animal Control" as bylaws inconsistent would be invalid and a cause of confusion for residents.

Please let me know if I should plan to attend the meeting of the Board.

Thanks very much.

Rosemary

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

Attachment: Art 36 Dog_Bylaw_RH_memo (1231 : ATM Action: discuss and vote on articles)

TOWN OF SUDBURY WARRANT ARTICLE FORM ARTICLE __

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Selectmen's Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE 42 Town Wide Electric Aggregation

To see if the Town will vote to initiate the process to aggregate electrical load pursuant to M.G.L. c. 164, § 134 and, further, to adopt the following resolution:

WHEREAS, the Commonwealth of Massachusetts has engaged in a process to establish a competitive market place through the restructuring of the electricity market; and

WHEREAS, citizens of Sudbury have a substantial economic and social interest in terms of greater customer choice and opportunities for savings in this restructured market; and

WHEREAS, the Town of Sudbury hereby finds that it may be in the interest of its citizens who are electric ratepayers, both residential and commercial/industrial, to develop and secure such approvals and enter into appropriate agreements with consultants, experts and attorneys in connection with the establishment and operation of an electricity aggregation plan.

BE IT THEREFORE RESOLVED that the Town of Sudbury hereby:

Publicly declares its intent to become an aggregator of electric power on behalf of its residential and business electric customers and to reestablish such plan if its operation is suspended; and

To negotiate and enter into such contracts for power supply pursuant to the plan or services for such plan, with the understanding that if a power supply contract is executed, individual consumers would retain the option not to participate in the aggregation plan and, instead, to choose any electricity alternatives they desire and, further, to take such other action relative hereto as may be appropriate and necessary."

Submitted by: Energy Committee

Energy Committee Report:

Municipal electric aggregation allows local government to combine the purchasing power of its residents to achieve savings on electricity costs. Municipal aggregation is a valuable service that the Sudbury residents and small businesses will benefit from if this article is approved. It has proven to be the most effective way to help small consumers manage their electricity bills and has been increasing in many other Massachusetts communities.

In 1997, Massachusetts passed the Electric Restructuring Act which deregulated the electricity market. This deregulation was meant to bring competition to the electric industry and thereby push suppliers to compete for consumers with better rates. The problem is that suppliers have no real interest in soliciting to the individual consumer as the individual buyer does not buy enough electricity to make it worth their while. However, it is advantageous for suppliers to work with a whole community, such as Sudbury. The way to bring the whole town together is through Municipal Aggregation. The Sudbury Energy committee believes that municipal aggregation can help bring the benefits of a competitive market to Sudbury and reduce our cost for electricity that most of us pay to Nstar.

SUBMITTED BY: _____

Approved by: _____
Town Counsel

Attachment: Article 42-Electric Aggregation (1231 : ATM Action: discuss and vote on articles)

Article 42
Town Wide Electric Aggregation

Article 42 Town Wide Electric
Aggregation

BE IT THEREFORE RESOLVED that the Town of Sudbury hereby:

Publicly declares its intent to become an aggregator of electric power on behalf of its residential and business electric customers and to reestablish such plan if its operation is suspended; and

To negotiate and enter into such contracts for power supply pursuant to the plan or services for such plan, with the understanding that if a power supply contract is executed, individual consumers would retain the option not to participate in the aggregation plan and, instead, to choose any electricity alternatives they desire and, further, to take such other action relative hereto as may be appropriate and necessary.”

Submitted by: Energy Committee

Article 42 Town Wide Electric
Aggregation

Town Wide Electric Aggregation

In 1997, Massachusetts passed the Electric Restructuring Act which deregulated the electricity market. This deregulation was meant to bring competition to the electric industry and thereby push suppliers to compete for consumers with better rates.

- The problem is that suppliers have no real interest in soliciting to the individual consumer as the individual buyer does not buy enough electricity to make it worth their while.
- However, it is advantageous for suppliers to work with a whole community, such as Sudbury.
- The way to bring the whole town together is through Municipal Aggregation.
- The Sudbury Energy committee believes that municipal aggregation can help bring the benefits of a competitive market to Sudbury and reduce our cost for electricity that most of us pay to Eversource.

Article 42 Town Wide Electric
Aggregation

Town Wide Electric Aggregation

Municipal aggregation is a valuable service that will benefit the Sudbury residents and small businesses in the following ways:

- Gives Sudbury the ability to choose the best blend of “Green” electrical supply options
- Allows local government to combine the purchasing power of its residents to achieve savings on electricity costs.
- Has proven to be the most effective way to help small consumers manage their electricity bills that have been increasing in most other Massachusetts communities. Estimated saving \$50 - \$300 annually.
- Since the consumer is free to opt in or out there is not risk.

Article 42 Town Wide Electric
Aggregation

Town Wide Electric Aggregation Process

Implementation Timeline (months)



Article 42 Town Wide Electric Aggregation

Current Towns with Aggregation

- Ashby
- Ashland
- CAPE
- Clarksburg
- Dalton
- Florida
- Hampshire County
- Lanesborough
- Lanesboro
- Lancaster
- Lenox
- Lowell
- Lunenburg
- Marlborough
- New Marlborough
- Newburyport
- North Adams
- Sheffield
- Tyringham
- West Stockbridge
- Williamstown
- Winchendon

Article 42 Town Wide Electric Aggregation

Attachment: Article 42-Town Wide Electric Aggregation3-16-15 2 (1231 : ATM Action: discuss and vote on articles)



History of Aggregations in MA

	YEAR CONTRACT INTRODUCED
CAPE	2005
Marlborough	2007
Ashland	2011
Lunenburg	2011
Lanesboro	2011
Lancaster	Pending
Hampshire County	Pending

Article 42 Town Wide Electric Aggregation

Benefits of Restructuring Have Been Limited for Residential and Small Business Customers

% of kWh in MA Purchased from a Competitive Supplier

	Residential	21%
	Small Commercial	47%
	Medium Commercial	60%
	Large Commercial	88%

Source: Massachusetts Department of Energy Resources June 2014

Article 42 Town Wide Electric Aggregation

Attachment: Article 42-Town Wide Electric Aggregation3-16-15 2 (1231 : ATM Action: discuss and vote on articles)

Customers/Accounts in Sudbury

	Total	Utility Supply	Competitive Supply	Competitive Supply %
Residential	5,400	4,806	594	11%
C&I	605	179	426	71%
Total	6,005	665	1,020	17%

Article 42 Town Wide Electric Aggregation

Benefits of Community Choice

- Choice – No longer “stuck” with utility’s rates
- Control – Community sets its own energy goals
- Stability – Community can seek long-term rates
- No tax dollars used – No adds to staff
- No penalties for consumers – Opt out anytime, with no penalty, via phone, mail, email or online

Article 42 Town Wide Electric Aggregation

Benefits of Community Choice

- Consumers continue to receive bills directly from utility in the form that they are used to
- The community does not assume liability for transmission i.e. poles, wires, transformers
- Utility continues to provide all distribution services

Article 42 Town Wide Electric Aggregation

Potential Savings in Sudbury

	TARGETED LOAD PER KILOWATT HOUR (EVERSOURCE)	ASSUME .3 CENT PER KILOWATT HOUR SAVINGS
Residential	60,239,205	\$180,718
C&I	9,175,849	\$27,527
Total	69,415,054	\$208,245

The average residential consumption in Sudbury is 12,500 kWh per account, which translates into a potential savings for each account at about \$38.00 per year.

Article 42 Town Wide Electric Aggregation

Attachment: Article 42-Town Wide Electric Aggregation3-16-15 2 (1231 : ATM Action: discuss and vote on articles)

What are the Next Steps?

Town Meeting Authorization

Using established legal language recommended by MA DPU

Retain Consultant

Town Manager and CPG sign consulting contract

Board of Selectmen Approve Aggregation Plan

Developed by CPG

Department of Energy Resources Reviews Plan

Plan Filed with DPU for Approval



Article 42 Town Wide Electric Aggregation

Thank You

Article 42 Town Wide Electric Aggregation

Attachment: Article 42-Town Wide Electric Aggregation3-16-15 2 (1231 : ATM Action: discuss and vote on articles)

Education is Critical to Success

- Aggregator works collaboratively with community leaders to develop and execute an outreach plan -
- Local Print Media
- Municipal and Community Websites
- Local Cable TV
- Community Meetings
- Town Newsletters

Article 42 Town Wide Electric Aggregation

Green Pricing Procured in November 2014

Green Option	Additional Premium	Price
10% statutory Mass Class 1 RECs, 10% Statutory Mass Class 2	No Premium (statutory minimum)	
Blend: Statutory Minimum plus 80% ME Hydro,	\$.00027 / kWh	
Blend: Statutory Minimum plus 20 % additional Mass Class 1 Recs and 60% ME Hydro,	\$.01 / kWh	
Blend: Statutory Minimum plus 30 % additional Mass Class 1 Recs and 50% ME Hydro,	\$.016 / kWh	
Blend: Statutory Minimum plus 80 % additional Mass Class 1 Recs;	\$.042 / kWh	

Article 42 Town Wide Electric Aggregation

Customized Product Design

- Lancaster: Incorporated S-RECs from town-owned solar farm into energy supply contract
- Lowell: 3-year rate, 100% offset by NE hydro RECs
- Marlborough: 1-year rate to smooth out winter volatility

Supplier Relationships

- Con Edison Solutions
- Constellation
- Dominion/NRG
- Hampshire Power
- Verde Energy

Article 42 Town Wide Electric Aggregation

Attachment: Article 42-Town Wide Electric Aggregation3-16-15 2 (1231 : ATM Action: discuss and vote on articles)



Aggregation could save Lunenburg residents money on electric bills

Sentinel & Enterprise

UPDATED: 09/19/2010 06:32:26 AM EDT

By Dan Magazu

dmagazu@sentinelandenterprise.com

LUNENBURG -- The town is poised to join the city of Marlboro and a group of towns on Cape Cod as the only communities in the state to seek bids from third-party electricity providers in an effort to reduce their costs.

"We're hoping to have a presentation ready for residents to vote on in time for special Town Meeting on Nov. 30," Town Manager Kerry Speidel said recently of the process known as municipal electric aggregation. "We can't offer it to the town without the approval of Town Meeting."

The process is called municipal electric aggregation.

"It's all about choice and competition," said Brian Murphy, president and CEO of the Colonial Power Group, which coordinates energy supply purchases for Marlboro and is hoping to do the same for Lunenburg. "By pooling residents and small businesses together, you create competition and choice that wasn't previously there."

Communities in Massachusetts received the option of aggregating energy from a third-party provider following the 1998 deregulation of the utility industry.

Switching to municipal electric aggregation does not mean Unitil would no longer operate in town. The infrastructure would still be owned by the company and billing would still go through them.

Advertisement

Unitil spokesman Alec O'Meara said the company has no concerns about the town pursuing municipal electric aggregation.

"We're highly supportive of the idea," O'Meara said. "Anything that might help customers find a way to lower their costs we're in favor of. We're working with Colonial to provide them with any information they need."

Unitil does not generate energy in its system. It purchases the energy from a supplier and then resells it to their customers.

"Forty-five percent of your bill comes from energy," O'Meara said. "The other 55 percent comes from distribution and a number of other things."

Municipal electrical aggregation could save residents money only on the 45 percent of their bill from energy costs.

Murphy said the savings could still be significant.

He said the process has saved residents in Marlboro anywhere from one-tenth of a penny to half a penny per kilowatt on their utility bills.

"It doesn't sound like a lot, but it's a few bucks a month back in everyone's pocket," he said. "It comes at no cost to the town."

The cumulative savings have exceeded \$1.5 million since the city enrolled in 2007, according to Murphy.

State law requires utility companies to bid on energy purchases at two specific times every year. Murphy said his company can bid on energy whenever it's most advantageous and can lock the rate in for a longer period of time.

Marlboro City Councilor Joseph Delano Jr. said the concept of municipal aggregation is a good one and has achieved some savings for the city's residents.

But Delano said he questions the percentage of savings Colonial keeps for itself.

"From our first contract to the next, the deal got changed in such a way that the benefit (Colonial) saw was equal to the savings of all the people in the city," Delano said. "I think people should make sure they understand what the deal is and make sure it's as beneficial as possible for residents if they are going to do it. At a certain point, it may not make sense to bother with."

Murphy said the percentage of savings his company keeps would be negotiated with the town. He said his company makes money only if the town saves money, so there is little risk.

"We can't bring back a contract or price to the community that is higher than the local utility rate," he said. "The town has to be able to save in order for the program to work."

Speidel also noted that even if the town moves forward with municipal electric aggregation, individual residents would have the option of opting out at any time. In that case, they would continue to be charged Unitil's electric rate.

Murphy said 97 percent of residents in Marlboro participate in the program.

Residents in Lunenburg would continue to receive one bill from Unitil if they are enrolled in the program.

Lunenburg resident Cathy Clark, who has been one of Unitil's biggest critics since the 2008 ice storm, said she supports the idea of municipal electric aggregation even though it doesn't accomplish her ultimate goal of having a complete alternative to Unitil.

"I think it's a fabulous idea," Clark said. "Every effort has to be pursued with regard to lowering costs given Unitil's high rates. It would be nice to see Fitchburg, Townsend and Ashby follow suit."

Town officials currently buy energy in bulk for municipal buildings, which has produced significant savings, particularly for the school department, according to Facilities Manager John Londa.

Selectman Tom Alonzo said it makes sense to explore whether the same concept could save money for individual residents.

Selectman Steven deBettencourt called the proposal a "no-brainer."

"I'm all for it, if it's going to save rate-payers money," he said.

If residents approve the idea at Town Meeting, the proposal must then be submitted to the state Department of Public Utilities for approval.

- **Through efforts such as installing solar powers on town roofs, Natick leaders have focused on reducing the town's energy costs. Now, by taking advantage of collective purchasing power, some town officials hope to generate savings for residents.**



Crowdynews

By Brian Benson/Daily News staff

Posted Jul. 29, 2012 at 12:01 AM
Updated Jul 29, 2012 at 10:59 PM

Through efforts such as installing solar powers on town roofs, Natick leaders have focused on reducing the town's energy costs.

Now, by taking advantage of collective purchasing power, some town officials hope to generate savings for residents.

"Most of us focus on improving government energy use," said Bob Bois, Natick's environmental compliance officer. "This is far different than anything we've done in the past."

The state allows communities to competitively solicit electricity from providers instead of using their distribution company, typically NStar or National Grid. Towns are typically able to buy electricity at a lower rate than NStar or National Grid, resulting in savings on consumers' electric bills. Towns can also

potentially increase the percent of electric power coming from green sources, program advocates said.

Locally, Ashland and Marlborough participate in these aggregation programs. Natick leaders are drafting a warrant article, possibly to present to Town Meeting in the fall, and Hopkinton and Medway are in early stages of examining the concept.

Aggregation is possible in Massachusetts thanks to a 1997 electric utility restructuring act that allows consumers to purchase electricity from someone other than their distribution company, said Mark Sylvia, commissioner of the state Department of Energy Resources.

"As communities get more comfortable with how the energy structure works, they can explore a number of different avenues to reduce costs," Sylvia said.

Towns can pursue a municipal aggregation program on their own, such as in Marlborough and Ashland, or combine with other communities as many Cape Cod towns have done. Communities consult with Sylvia's department and must receive approval from the state Department of Public Utilities, he said.

Leo Sullivan, of Global Partners Inc, an energy marketing and petroleum company, told Natick selectmen this month consumers still receive bills from their distribution company and NStar or National Grid still maintain the actual lines and respond to power outages. The difference is the electricity delivered by the lines comes from a different provider than NStar or National Grid uses.

"The benefit to the residents is various towns are providing lower rates in a very volatile market," Sullivan said. "It gives towns an opportunity to be reactive and provide some savings to the residents."

Sullivan said his company negotiates contracts for towns and runs the program at no cost to the town. The company is able to recoup its costs as part of the contracts it negotiates, he said.

Ashland, whose Town Meeting approved a program in 2010, has a similar arrangement through Colonial Power Group. Interim Town Manager Mark Purple said the program has not impacted the staff time or the budget, although many residents called initially wanting to make sure mailings they received about the program were not a scam.

"I think it's worked out well," Purple said. "Residents are saving \$50 to \$60 a year. It makes sense."

Crowdynews

Page 2 of 2 - Marlborough's program has saved customers \$2 million since it started in 2007, although the city this year signed a one-year contract that ended up higher than National Grid's rates when National Grid dropped them. Sullivan said that can be avoided by not exceeding the length of NStar or National Grid's contract.

Marlborough's rate will likely drop below National Grid when it negotiates its next contract. And, if it does not, the city can suspend the program, said Mark Cappadona, of Colonial Power Group, which works with Marlborough on aggregation.

Customers can opt out of the service, although Cappadona estimated Ashland and Marlborough have 97 percent participation rates.

Hopkinton Facilities Coordinator David Daltorio said the town is looking into it.

"We've really got to sit down and get an understanding of the program," he said. "We'd need to be rock solid that it would always be less than what NStar would provide."

Medway Town Administrator Suzanne Kennedy said she saw recent media coverage about aggregation and thinks it is something the town should research.

"That's something that's on my radar screen," she said. "It sounds like something that would be very beneficial to residents."

Cappadona said NStar and National Grid make money off servicing power infrastructure, not off providing the electricity. So, they have not opposed the program.

"We buy electricity at no markup," National Grid spokesman David Graves said. "We always encourage our customers to look at what their best options are."

An NStar spokeswoman said the company purchases power for 881,000 of its 1.1 million electric customers.

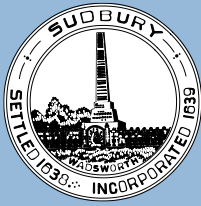
Although NStar and National Grid purchase power for more customers than an aggregation, they can only use power suppliers that can handle that base.

Attachment: Through efforts such as installing solar powers on town roofs (1231 : ATM Action: discuss and vote on articles)

Many smaller companies can bid on an aggregation program, which also offers a more direct tie to customers, Cappadona said.

"I see it as the wave of the future," he said.

*(Brian Benson can be reached at 508-626-3964 or
bbenson@wickedlocal.com.)*



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

TIMED ITEM

3: Discussion on articles #35 and #56

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Discussion and vote on Article 35: Special Act - Extension of Means Tested Senior Tax Exemption Program, and Petition Article 56: Refinements to Senior Property Tax Relief

Recommendations/Suggested Motion/Vote: Discussion and vote on Article 35: Special Act - Extension of Means Tested Senior Tax Exemption Program, and Petition Article 56: Refinements to Senior Property Tax Relief

Background Information:
See attached report

Financial impact expected:

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting: Cynthia Gerry, Director of Assessing

Review:

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

03/24/2015 7:30 PM

MEETING NOTES SECTION

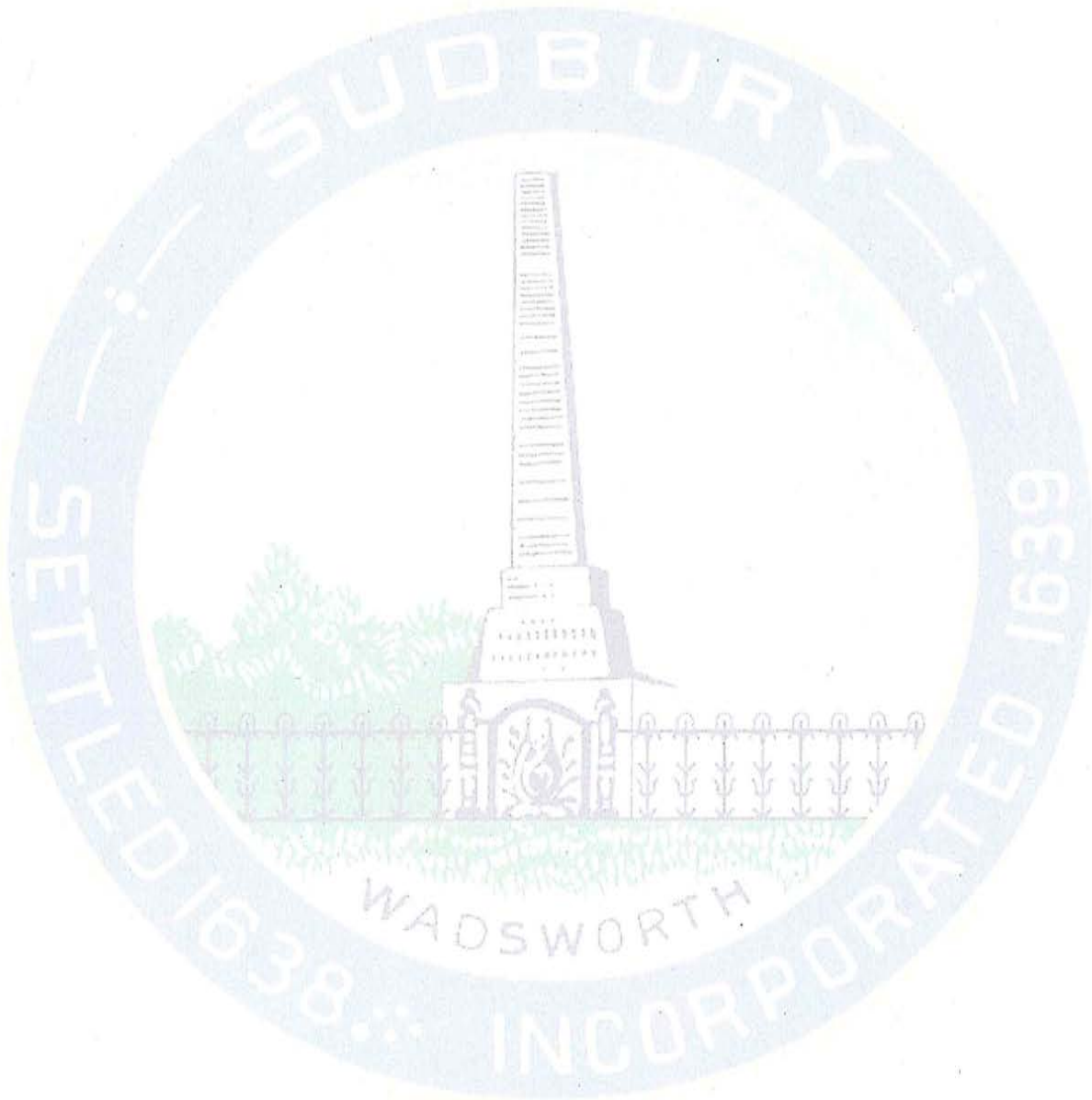
Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

SADBURY MEANS TESTED SENIOR EXEMPTION REPORT



Board of Assessors
Trevor A. Haydon, Chair
Joshua M. Fox
Liam J. Vesely

Table of Contents

EXECUTIVE SUMMARY 1-2

I. INTRODUCTION 3-6

II. THE PROCESS 7-8

III. PROGRAM RESULTS 9-10

IV. CONSIDERATIONS 11-12

V. CONCLUSION 13

APPLICATION MATERIAL 14-17

Executive Summary

Sudbury's innovative Means Tested Senior Property Tax Exemption (Chapter 169 of the Acts of 2012) ("Program" or "SMTE") has been monitored with keen interest by many Massachusetts Communities since its approval on July 27, 2012. This report provides The Board of Assessors' insight into the implementation of the Program, and raises several issues which requires further consideration.

The Sudbury Means Tested Senior Exemption Program reduces real property taxes for certain low to moderate income seniors through a redistribution of the property tax burden within the residential class. Therefore, there is a residential tax rate increase associated with the implementation of the Program (any exemption is shifted to the non-qualifying residential real property owners in Town). It does not impact the Commercial, Industrial or Personal Property classes.

Unless extended, Chapter 169 of the Acts of 2012 (Act) expires on June 30, 2016.

The exemption is means based, and thus is not universally available to all senior residential property owners. Section 2 of the Act states that the Board of Assessors may deny an application if it finds that the applicant has "excessive assets" that places the applicant outside of the intended recipients of the senior exemption created by the Act. The exemption amount is capped at 50% of the applicant's residential tax bill, and is further limited as set forth below.

The Program benefit is limited to those seniors who meet all of the following criteria:

- The residence must be owned and occupied by an age 65 (or older) senior whose prior year's income would make the person eligible for the circuit breaker income tax credit under subsection (k) of section 6 of chapter 62 of the General Laws.
- If there is a joint owner, the joint owner must be at least 60 years of age.
- The applicant or joint owner must have resided in the Town of Sudbury for ten consecutive years.
- The assessed value of the domicile is no greater than the prior year's average assessed value of a Sudbury single family residence plus 10 per cent.
- The application must be timely filed and complete.

The results from the first two years of implementation of this Program are included in this report. The statistics reported are based upon actual data filed for the application years FY 2014 and FY 2015.

Sudbury Means Tested Senior Exemption Report FY 14 & 15

During FY 2014, the Board received 124 applications by the August 29, 2013 filing deadline. The Board approved 118 applications, disqualified two applications for failure to meet Program criteria, and denied four applications because the applicants were deemed by the Board to have "excessive assets."

During FY 2015, the Board received 132 applications by the August 28, 2014 filing deadline. The Board approved 124 applications and denied eight applications because the applicants were deemed by the Board to have "excessive assets."

A review of the Program for the first two years shows that those qualifying seniors with lower incomes and higher assessments received the greatest exemption amount and percentage of tax bill reduction. Conversely, those qualifying seniors with higher incomes and lower assessments received a lower dollar benefit, exempting a smaller percentage of their tax bill.

The Program is currently set to expire at the end of FY 2016. To afford the Town with an opportunity to continue to implement the Program, the Town must take affirmative measures to extend the Act.

While it is not unusual for new initiatives to reveal unintended consequences as well as unexpected benefits, it is important to examine whether the intent of the Program was realized.

With the Program now in place for two years, the Board and Assessor's Office staff have discovered several areas of the Program which may require additional consideration, if the Program is extended.

The Board respectfully submits this report for your consideration.

I. Introduction

On January 9, 2011 petition article 2, placed on Sudbury's Special Town Meeting Warrant by Sudbury residents and senior tax relief advocates Dave Levington and Ralph Tyler, was overwhelmingly approved. This laid the groundwork for House Bill 3435. However, Sudbury's petition and H.3435 differed somewhat in content and context.

On April 12, 2012 the Board of Selectmen appointed a committee to review House Bill 3435. The committee became known as the H.3435 Review Committee. At that time, this committee was charged with developing recommended modifications to H.3435 to reflect the intent of the Special Town Meeting vote of January 2011. The January 2011 vote was to establish a means tested senior property tax exemption (SMTE) program capable of implementation by the Town of Sudbury. The Committee submitted its findings and recommendations in the form of a report to the Board of Selectmen on May 1, 2012.

The Committee's suggested modifications to refine and clarify the following concerns:

- Income (defined for the purpose of the program).
- Burden shift vs. traditional abatement/exemption.
- Broad spectrum program flexibility by the Town.

The recommendations of the Committee resulted in what is currently known as Chapter 169 of the Acts of 2012.

Chapter 169 of the Acts of 2012

Acts

2012

Chapter 169 AN ACT AUTHORIZING THE TOWN OF SUDBURY TO ESTABLISH A MEANS TESTED SENIOR CITIZEN PROPERTY TAX EXEMPTION.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. With respect to each qualifying parcel of real property classified as Class one, residential in the town of Sudbury there shall be an exemption from the property tax equal to the total amount of tax that would otherwise be assessed without this exemption less the sum of (i) 10 per cent of the total annual qualifying income for purposes of the states "circuit breaker" income tax credit, and (ii) the amount of the state's "circuit breaker" credit the applicant was eligible to receive in the year prior to the application being filed. The percentage of total annual qualifying income may be raised by section 3. In no event shall property taxes be reduced by more than 50 per cent by this exemption. The exemption shall be applied to the domicile of the taxpayer only. For the purposes of this act, "parcel" shall be a unit of real property as defined by the assessors under the deed for the property and shall include a condominium unit.

SECTION 2. The board of assessors may deny an application if they find the applicant has excessive assets that place them outside of the intended recipients of the senior exemption created by this act. Real property shall qualify for the exemption under section 1 if all of the following criteria are met:

- (a) the qualifying real property is owned and occupied by a person whose prior year's income would make the person eligible for the circuit breaker income tax credit under subsection (k) of section 6 of chapter 62 of the General Laws;
- (b) the qualifying real property is owned by a single applicant age 65 or older at the close of the previous year or jointly by persons either of whom is age 65 or above at the close of the previous year and if the joint applicant is 60 years of age or older;
- (c) the qualifying real property is owned and occupied by the applicant or joint applicants as their domicile;

- (d) the applicant or at least 1 of the joint applicants has been domiciled in the town of Sudbury for at least 10 consecutive years before filing an application for the exemption;
- (e) the maximum assessed value of the domicile is no greater than the prior year's average assessed value of a Sudbury single family residence plus 10 per cent; and
- (f) the board of assessors has approved the application.

SECTION 3. The exemption under section 1 shall be in addition to any other exemption allowable under the General Laws, except that there shall be a dollar cap on all the exemptions granted by this act equal to .5 per cent of the fiscal year's total residential property tax levy for the town of Sudbury, including the levy for the regional high school if not included in the town of Sudbury's tax levy at some subsequent date with the total exemption amount granted by this act allocated proportionally within the tax levy on all residential taxpayers. After the first year of such exemption, the total cap on the exemptions granted by this act shall be set annually by the board of selectmen within a range of .5 to 1 per cent of the residential property tax levy for the town of Sudbury, including the levy for the regional high school. In the event that benefits to the applicants may be limited because the percentage established annually by the selectmen would otherwise be exceeded, the benefits shall be allocated by raising the total annual qualifying income percentage as required in section 1 as necessary to not exceed the cap. In the event the cap exceeds the need for the exemption, the total cap on the exemptions granted by this act shall be reduced to meet the need.

SECTION 4. A person who seeks to qualify for the exemption under section 1 shall, before the deadline established by the board of assessors, file an application, on a form to be adopted by the board of assessors, with the supporting documentation of the applicant's income and assets as described in the application. The application shall be filed each year for which the applicant seeks the exemption.

SECTION 5. Acceptance of this act by the town of Sudbury shall be by an affirmative vote of a majority of the voters at any regular or special election at which the question of acceptance is placed on the ballot. Sections 1 to 4, inclusive, and sections 7 and 8 shall take effect 30 days after an affirmative vote by the town.

SECTION 6. This act may be revoked by an affirmative vote of a majority of the voters at any regular or special town election at which the question of revocation

Sudbury Means Tested Senior Exemption Report FY 14 & 15

is placed on the ballot. Revocation of sections 1 to 4, inclusive, and sections 7 and 8 shall take effect 30 days after an affirmative vote by the town.

SECTION 7. No exemption shall be granted under this act until the Department of Revenue certifies a residential tax rate for the applicable tax year where the total exemption amount is raised by a burden shift within the residential tax levy.

SECTION 8. This act shall expire after 3 years of implementation of the exemption.

Approved, July 27, 2012.

II. The Process

After the Program was approved as legislation, a Town ballot vote was required for adoption. A Special Town Election was held on December 4, 2012, at which time the Town overwhelmingly approved the adoption of Chapter 169 of the Acts of 2012.

The Board of Assessors was then charged with administering the Program. Following review of the approved language in the Act, the Board devised guidelines intended to address the multifaceted requirements of the Program.

The first year of the Program was FY 2014. As such, the Board was required to review calendar year 2012 income. The Board discussed the importance of public outreach, and acknowledged a need to allow ample opportunity for applicants to make appointments with office staff in the event they requested assistance with the filing and submission process. The Board also suggested that staff offer at least one session at the Senior Center to advise the senior population as to the unique components of the newly available exemption.

The Board of Assessors developed a comprehensive Senior Means Tested application packet designed to conform to the Massachusetts Department of Revenue Commissioner's established specifications for the conventional programs. While staff sought Department of Revenue input and approval, no such input or approval was available. The Board of Assessors approved the final application material forms on June 18, 2013 and submitted same to Town Counsel for review. The final application packets were ready for distribution in late June of 2013 (see appendices (A) 2014 Instruction Document and (B) 2014 SMTE Application).

The application deadline for FY 2014 was established as August 29, 2013. The months of September and October would then be dedicated to application review and Board action.

Program outreach and public awareness efforts were evident during the Spring of 2013. Our Office staff had been keeping a list of interested parties' names and addresses in anticipation of mailing application packets to those on the list. Over 100 application packets were mailed out within a few days of the application release date. In June of 2013, a presentation was given at the Senior Center introducing the new SMTE Program. Town Assessor Cynthia Gerry provided valuable insight and clarification to our senior residents. The Program was well attended and as a result, some of the audience members requested individual appointments to discuss the new program in greater detail.

The information and documentation required to be submitted with the SMTE application is highly confidential in nature. Therefore, the Assessors developed a plan for confidential application review to keep the identity of the applicants, their

addresses and asset information safeguarded. The Assessors developed a protocol whereby one staff person was assigned to receive and oversee all incoming applications. Once the applications were processed, the relevant financial information was entered on a spreadsheet. Applicants' names and addresses were expunged from the Board's spreadsheet. The Board of Assessors application review consisted of a "blind application" review. The applications were approved or denied based on a review of program eligibility and a review of personal assets.

With the assistance of Budget Analyst Peter Anderson and Collector/Treasurer Andrea Terkelsen, a specialized exemption code was added to the MUNIS tax billing software and the mechanism for converting the reduction in taxable assessed value to tax dollars was finalized. The FY 2014 Senior Means Tested Exemption benefit was applied directly to the actual FY 2014 tax bills. The 3rd and 4th quarter actual bill installments were reduced proportionally by the total exemption amount each applicant was eligible to receive. In some instances where the exemption benefit was 50% of the total tax, the final two quarterly installments (3rd and 4th quarters) were either eliminated entirely, or reduced to a very low balance.

III. Program Results

FY 2014 PROGRAM BENEFIT

<u>BENEFIT RANGE</u>	<u>COUNT</u>
<u>Up to \$499</u>	<u>19</u>
<u>\$500 - \$999</u>	<u>5</u>
<u>\$1,000 - \$1,999</u>	<u>23</u>
<u>\$2,000 - \$2,999</u>	<u>26</u>
<u>\$3,000 - \$3,999</u>	<u>28</u>
<u>\$4,000 - \$4,999</u>	<u>9</u>
<u>\$5,000 - \$5,999</u>	<u>5</u>
<u>\$6,000 - \$6,140</u>	<u>3</u>

The average tax savings for qualifying applicants in FY 2014 was \$2,450. The exemptions ranged from a nominal \$17 to a high of approximately \$6,100.

The FY 2014 average single family residential tax increase attributable to the program was \$45.

Sudbury Means Tested Senior Exemption Report FY 14 & 15

FY 2015 PROGRAM BENEFIT

<u>BENEFIT RANGE</u>	<u>COUNT</u>
<u>Up to \$499</u>	<u>16</u>
<u>\$500 - \$999</u>	<u>4</u>
<u>\$1,000 - \$1,999</u>	<u>21</u>
<u>\$2,000 - \$2,999</u>	<u>27</u>
<u>\$3,000 - \$3,999</u>	<u>34</u>
<u>\$4,000 - \$4,999</u>	<u>13</u>
<u>\$5,000 - \$5,999</u>	<u>6</u>
<u>\$6,000 - \$6,140</u>	<u>3</u>

The average tax savings for qualifying applicants in FY 2015 was \$2,664. The exemptions ranged from a nominal \$23 to a high of approximately \$6,140.

The FY 2015 average single family residential tax increase attributable to the program was \$60.

The Board of Assessors spent considerable time each year reviewing asset information for the applicant pool, since the Board has the authority to determine that an applicant has excessive assets that place the applicant "outside of the intended recipients of the senior exemption." For the FY 2014 applicants, no exemptions were granted to applicants with reported assets (excluding the Sudbury domicile) in excess of \$1,000,000. For FY 2015 applicants, no exemptions were granted to applicants with reported assets (excluding the Sudbury domicile) in excess of \$850,000.

IV. Considerations

The procedural implementation of the Program in years one and two exceeded the Board's expectation. However, the Board expressed concerns regarding the following two issues: (a) how to appropriately factor tax deferrals into the exemption formula, and (b) the threshold of "excessive assets" which would place an applicant outside of the intended recipient pool. The Board of Assessors believes that these issues require further evaluation by the Board of Selectmen, and would value the Board of Selectmen's input.

Senior Tax Deferrers: The Board has been informed that the Article's authors intended that senior taxpayers who defer their real estate taxes should also be able to qualify for the SMTE program. Notably a tax deferrer may meet the financial criteria for a Circuit Breaker credit, but does not actually receive the credit because he/she is deferring payment of the real estate tax. The Board has found that the Act does not provide unambiguous guidance as to how to calculate the exemption for a qualifying applicant who also defers real estate tax payments.

The SMTE exemption can be calculated two different ways in this situation, with two somewhat counter-intuitive results.

Note that non-deferrers receiving the Circuit Breaker tax credit are paying a "target" real estate tax equal to 10% of their income plus the amount of the Circuit Breaker credit they receive. The question that arises when an applicant is deferring taxes is: Should the "target" real estate tax for this taxpayer include or exclude the Circuit Breaker credit?

If the Circuit Breaker credit is included for the tax deferrer (even though the credit is not actually received), the "target" tax bill is higher and the SMTE exemption is lower. If, however, the Circuit Breaker credit is excluded (since this credit is not actually received by the tax deferrer), the "target" tax bill is lower and the SMTE exemption is higher.

The following table shows a hypothetical example in which the credit is assumed to be the maximum Circuit Breaker credit for 2013, \$1,030. The first scenario assumes that the applicant qualifies for the Circuit Breaker credit.

Sudbury Means Tested Senior Exemption Report FY 14 & 15

Hypothetical Applicant deferring 100% of tax								
Apli. No.	Assessed Value	CY13 Income line 9 of schedule CB	CY13 CB Credit	10% of CY13 Income plus CB Credit	Original FY15 Tax	Tax Savings	FY15 Tax/Sr. Exemption	Tax Savings/Sr. Exemption
1	560,000	50,000	1,030	6,030	9,856	3,826	6,030	4,530
1	560,000	50,000	0	5,000	9,856	4,856	5,000	5,280

Determining excessive assets: Chapter 169 Section 2 states: "The board of assessors may deny an application if they find the applicant has excessive assets that place them outside of the intended recipients of the senior exemption created by this act." That statement infers that the Board should consider an applicant's assets, and Section 4 of the act requires the Board to adopt an application that requires an applicant to submit income and asset information.

Since the asset test is presently part of the Program, there should be some general guidance as to the intended recipient pool. There is no such guidance. The Board of Selectmen should decide whether an asset test should be included in the Program going forward, and if so, should provide some general guidance.

The Board of Assessors respectfully requests that the Board of Selectmen consider and then determine the appropriate mechanism to address the issues discussed above.

V. Conclusion

A lot of hard work, time, diligence, analysis and enthusiasm went into launching the Program. Two years is not enough time to prognosticate the long-term impact of the Program, or to accurately measure its overall success. However, since the Board of Selectmen has sponsored a Town Meeting Warrant Article regarding the Program, the Board of Assessors believes that this would be an opportune time to fine tune the Program.

Sudbury Means Tested Senior Exemption Report FY 14 & 15

**MEANS TESTED SENIOR EXEMPTION TOWN OF SUDBURY
COMMONWEALTH OF MASSACHUSETTS CHAPTER 169 OF THE ACTS OF 2012**
Instructions for Filing:

Fiscal Year 2014 Town of Sudbury
Completed Application and all documentation must be submitted to the Board of Assessors no later than
August 29, 2013

Instructions for Filing:
Fiscal Year 2014 Town of Sudbury
MEANS TESTED SENIOR CITIZEN PROPERTY EXEMPTION

It is very important to read the Taxpayer Information about Sudbury Means Tested Senior Exemption below, prior to filling out the application. If anything is unclear to you or if you have any questions or concerns, please contact the Assessor's Office at 978-639-3395 or gerryc@sudbury.ma.us.

The following documentation must accompany the filing of your application for exemption:

- 1. A complete executed copy of Schedule CB Circuit Breaker Credit 2012 from your Massachusetts State Income Tax Return. If you did not file a Massachusetts State Income Tax Return for 2012, you must still complete, execute and submit a copy of Schedule CB Circuit Breaker Credit 2012. If you need a blank Schedule CB Circuit Breaker Credit 2012, please contact our office.
- 2. A complete executed copy of pages 1 & 2 of your 2012 Federal Income Tax Form 1040.

The completed application and documentation must be returned to the Assessor's Office: 278 Old Sudbury Rd. Sudbury, MA. 01776. 1st Floor Flynn Building on or before August 29, 2013

**TAXPAYER INFORMATION
SUDBURY MEANS TESTED SENIOR EXEMPTION**

You may be eligible to reduce a portion of the taxes assessed on your domicile if you meet all of the following conditions, in addition to qualifying for the 2012 Circuit Breaker State Income Tax Credit.

Property Assessment (FY 2013) must not exceed \$685,148.	Property Co-owner is at least <u>60</u> years of age.	Residency Requirement <u>10 consecutive years</u> in Sudbury.
--	---	---

WHEN AND WHERE MUST THE APPLICATION BE FILED? A person who seeks to qualify for property tax relief under the provisions of this exemption shall, before the deadline of August 29, 2013, file an application on the approved form with all supporting documentation of the applicant's income and assets. The application and supporting documentation shall be submitted to the Sudbury Assessor's Office, 278 Old Sudbury Rd. Sudbury, MA. 01776. **THE DEADLINE CANNOT BE EXTENDED OR WAIVED BY THE ASSESSORS FOR ANY REASON. IF YOUR APPLICATION IS NOT TIMELY FILED OR IS INCOMPLETE BY THE DEADLINE FOR SUBMISSION YOU LOSE ALL RIGHTS TO THIS EXEMPTION AND THE ASSESSORS BY LAW CANNOT GRANT THIS EXEMPTION.**

HOW WILL MY EXEMPTION AMOUNT BE DETERMINED? This innovative exemption program is intended to help qualifying seniors reduce their real estate tax burden. In some instances there may be seniors whose tax bill will be reduced to be no more than 10% of their income. We will not know the actual amount you will be paying until all applications have been analyzed and the January tax bills are calculated. However, if you would like detail on the calculation methodology please contact the Assessors Office, and we will gladly provide the program detail.

WHEN SHOULD I EXPECT TO SEE THE REDUCTION IN MY TAX BILL? Filing of the application will not stay the collection of your taxes. Taxes should be paid as assessed. Should your application meet all requirements of the exemption, your actual FY 2014 tax bill is expected to reflect the valuation reduction caused by implementation of this exemption. In other words, the exemption allowance will be directly applied to your actual tax bill for the year (i.e., the tax bill normally issued January 1st). If that does not happen for any reason, you will be notified.

ASSESSORS APPLICATION REVIEW AND PROCESS

It is important that applicants have an understanding of the application review process, and how their personal information will be treated:

Sudbury Means Tested Senior Exemption Report FY 14 & 15

1. The application will be reviewed by the Board of Assessors along with a designated Assessor's staff member.
2. The pertinent data from the application (i.e. qualifying income, age, assessed value) will be entered onto a worksheet. The applicant will not be identifiable on the worksheet. Each application and worksheet will be coordinated by an application numbering system. The verified information from the numbered worksheet will be used to determine eligibility and benefit.
3. Those applicants determined to be ineligible will receive written notification as to their ineligibility. The eligible applicant pool is expected to vary from year to year. Eligibility in one year does not guarantee eligibility the following year. Applicants should understand that each year's qualification is subject to Circuit Breaker eligibility during the prior calendar year. In other words, in order to qualify for the program this year (FY 2014) the applicant must have met the criteria of the 2012 Circuit Breaker State Income Tax Credit. To qualify for FY 2015 the applicant will need to meet the criteria of the 2013 Circuit Breaker State Income Tax Credit and so on.
4. Once eligibility has been determined, the quantifiable data will be used to calculate the exemption benefit.
5. The Means Tested Senior Exemption Program (Chapter 169 of the Acts of 2012) is unlike any other property tax exemption/deferral program with which you may be familiar. If you normally file for the Veteran's, Blind, Surviving Spouse, Senior over the age of 65, Senior Tax Deferral (Clause 41A) etc. do not let the filing of this new application deter you from applying for the traditional programs.

The Board of Assessors may deny an application if it finds that the applicant has excessive assets that places the applicant and any co-owners outside of the intended recipients of the Exemption.

Sudbury Means Tested Senior Exemption Report FY 14 & 15

APPLICATION FOR MEANS TESTED SENIOR EXEMPTION TOWN OF SUDBURY APPLICATION FOR EXEMPTION General Court of the Commonwealth of Massachusetts Chapter 169 Acts of 2012 THIS APPLICATION IS NOT OPEN TO PUBLIC INSPECTION		
OWNER/APPLICANT SECTION		
A. Name of assessed owner(s): _____		
B. Date of Birth: _____ ____/____/____	C. Marital Status: _____	D. Phone: _____
E. Legal Residence: _____		
F. Mailing Address if Different: _____	G. Did you own the property identified in § E. above on December 31, 2012? _____ If yes, were you: Sole Owner _____ Co-owner with spouse only _____ Co-owner with other(s) _____	
H. Was the title to the property held in a trust as of December 31, 2012? If yes, please attach all trust instruments including schedules.		
CO-OWNER AGE ELIGIBILITY & RESIDENCY SECTION		
I. Were all co-owners at least 60 years of age on or before December 31, 2012? _____		
J. If yes, please state the full name and date of birth for all co-owners: Co-owner 1 Name: _____ Co-owner 1 D.O.B _____/____/____ Co-owner 2 Name: _____ Co-owner 2 D.O.B _____/____/____ Co-owner 3 Name: _____ Co-owner 3 D.O.B _____/____/____	K. Have you or a co-owner owned and occupied property in Sudbury as your primary domicile for at least 10 consecutive years prior to December 31, 2012? _____ If no, please tell us the years you have lived consecutively in Sudbury: From: _____ Through: _____	
REQUIRED DOCUMENTATION		
L. The following documentation is required as part of your application and must be submitted by application filing deadline: <ul style="list-style-type: none"> • Pages 1 & 2 of 2012 Federal Income Tax 1040, 1040A, 1040 EZ etc. • 2012 Schedule CB Circuit Breaker 		

Sudbury Means Tested Senior Exemption Report FY 14 & 15

- Trust documentation (if applicable, see § H. above)

Please note: Even if you did not file a Massachusetts State Income Tax Return, you must complete, execute and submit a copy of Schedule CB Circuit Breaker 2012.

ASSETS/VALUE OF PROPERTY OWNED

M. Real Estate (List Below)		
	Assessed Value FY 2013	Amount due on Mortgage(s)
Primary Domicile Address:	\$	\$
Other Real Estate Address(es):	\$	\$
_____	\$	\$
_____	\$	\$
Total	\$	\$

N. Personal Property (List Below)		
Bank Accounts:	Total Value of all bank accounts	\$
Stocks, Bonds, Securities:	Total Value of all stock, bonds, securities	\$
Any other personal property including cash value of life insurance policies, retirement accounts:	Total Value of other personal property	\$

DEBTS/LIABILITIES

O. Please describe with specificity your debts other than the mortgages listed above, if any:	Amount
	\$
	\$

Signatures

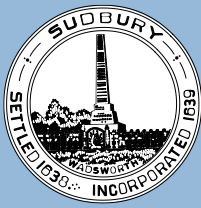
P. **BY SIGNING BELOW I REPRESENT THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED IN THIS APPLICATION AND ALL ACCOMPANYING DOCUMENTS AND STATEMENTS ARE TRUE, ACCURATE AND COMPLETE.** If signed by agent, attach copy of written authorization to sign on behalf of taxpayer. By the execution hereof, any such agent represents to the best of his/her knowledge after due inquiry, that the information contained in this application and all accompanying documents and statements are true, accurate and complete

Signature of applicant: _____

Signature of agent: _____

Date: _____

Print Name: _____



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

MISCELLANEOUS (UNTIMED)

4: Fairbank Roof Leak

REQUESTOR SECTION

Date of request: March 19, 2015

Requestor: Chairman Woodard

Formal Title: Discussion on Fairbank Roof Leak

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:n/a

Approximate agenda time requested: 10 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

03/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Golden, Patricia

From: Bilodeau, Maryanne
Sent: Monday, March 09, 2015 3:12 PM
To: Golden, Patricia
Subject: RE: For 3/24 BOS Agenda right after Energy Committee FW: Fairbanks Community Center

----- Forwarded message -----

From: **James Marotta** <jim.marotta@marottava.com>
 Date: Tue, Mar 3, 2015 at 11:00 AM
 Subject: Fairbanks Community Center
 To: "KellyJ@sudbury.ma.us" <KellyJ@sudbury.ma.us>
 Cc: "Park and Rec Commission (prc@sudbury.ma.us)" <prc@sudbury.ma.us>, "woodardcc@gmail.com" <woodardcc@gmail.com>, "BilodeauM@sudbury.ma.us" <BilodeauM@sudbury.ma.us>

Jim,

The Park & Recreation Commission met last night and discussed the Fairbanks roof, the continued leaks, and the impact on the Park and Recreation Department's ability to offer programs. I also toured several areas of the Fairbanks Center and it is apparent that at least one room is currently unusable. Other rooms are impacted on a daily basis with staff putting tarps on their desks at night among other measures.

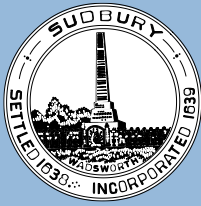
I realize this is an ongoing problem and that plans are underway to perhaps redevelop the center – however, the Town needs to find an interim solution that allows the Park & Recreation Department to work in a safe, dry environment and provide its slate of program offerings in usable programming space. The Commission is eager to help find this interim solution. Perhaps you could come to the next Commission meeting but in the interim what course of action will be taken to stop water infiltration?

Thanks

James J. Marotta

Chair, Park & Recreation Commission

Attachment: Fairbank_Roof_Discussion (1255 : Fairbank Roof Leak)



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

MISCELLANEOUS (UNTIMED)

5: Call Special Town Meeting

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Vote to call a Special Town Meeting within Annual Town Meeting for Tuesday, May 5, 2015, at 7:30 p.m in the Lincoln-Sudbury Regional High School Auditorium, for the purpose of voting on amending Article XVIII, Section 2 of the General By-laws, and voting on adjustments to recent bond sales, and to open the Warrant commencing March 25, 2015, and to close the Warrant for Special Town Meeting at 5:00 p.m., Friday, April 3, 2015.

Recommendations/Suggested Motion/Vote: Vote to call a Special Town Meeting within Annual Town Meeting for Tuesday, May 5, 2015, at 7:30 p.m in the Lincoln-Sudbury Regional High School Auditorium, for the purpose of voting on amending Article XVIII, Section 2 of the General By-laws, and voting on adjustments to recent bond sales, and to open the Warrant commencing March 25, 2015, and to close the Warrant for Special Town Meeting at 5:00 p.m., Friday, April 3, 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

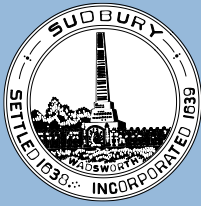
03/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

MISCELLANEOUS (UNTIMED)

6: Warrant article for STM

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

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

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

Background Information:
See attached

Financial impact expected:see attached

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

03/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Article ____

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)

Town of Sudbury, Massachusetts
Suggested Forms of Article and Motion to Apply Premium to Project Costs

Police Headquarters

Article

To see if the Town will vote to appropriate a \$440,000 portion of the net premium paid to the Town by the purchasers of the bonds or notes issued in part to finance the construction of a new Police Department headquarters (the “Police Headquarters”) authorized under votes of the Town passed May 5, 2014 (Article 14) and September 4, 2014 (Article 1), excluded from the limitations of Proposition 2½, so-called, on March 31, 2014 (Question 1); and to use such premium to pay costs of the Police Headquarters, and to reduce by such premium the remaining amount authorized to be borrowed for the Police Headquarters; or to take any other action relative thereto.

Vote

Voted: that \$440,000 is appropriated, which sum represent a portion of the net premium paid to the Town by the purchasers of bonds or notes issued in part to finance the construction of a new Police Department headquarters (the “Police Headquarters”) authorized under votes of the Town passed May 5, 2014 (Article 14) and September 4, 2014 (Article 1), excluded from the limitations of Proposition 2½, so-called, on March 31, 2014 (Question 1); and to use such premium to pay costs of the Police Headquarters and to reduce by such premium the remaining amount authorized to be borrowed for the Police Headquarters.

Johnson Farm

Article

To see if the Town will vote to appropriate a \$110,000 portion of the net premium paid to the Town by the purchasers of the bonds or notes issued in part to finance the acquisition of the Johnson Farm land parcel (“Johnson Farm”) authorized under a vote of the Town passed December 3, 2014 (Article 2), excluded from the limitations of Proposition 2½, so-called, on December 9, 2014 (Question 2); and to use such premium to pay costs of Johnson Farm, and to reduce by such premium the remaining amount authorized to be borrowed for Johnson Farm; or to take any other action relative thereto.

Vote

Voted: that \$110,000 is appropriated, which sum represent a portion of the net premium paid to the Town by the purchasers of bonds or notes issued in part to finance the acquisition of the Johnson Farm land parcel (“Johnson Farm”) authorized under a vote of the Town passed December 3, 2014 (Article 2), excluded from the limitations of Proposition 2½, so-called, on December 9, 2014 (Question 2); and to use such premium to pay costs of Johnson Farm and to reduce by such premium the remaining amount authorized to be borrowed for the Johnson Farm.

Article

To see if the Town will vote to appropriate \$66,000, which sum is transferred from available funds of the Town, to finance the acquisition of the Johnson Farm land parcel (“Johnson Farm”) authorized under a vote of the Town passed December 3, 2014 (Article 2), excluded from the limitations of Proposition 2½, so-called, on December 9, 2014 (Question 2); and to use such amount to pay costs of Johnson Farm, and to reduce by such amount the remaining amount authorized to be borrowed for Johnson Farm; or to take any other action relative thereto.

Vote

Voted: that \$66,000 is appropriated, which sum is transferred from available funds of the Town, to finance the acquisition of the Johnson Farm land parcel (“Johnson Farm”) authorized under a vote of the Town passed December 3, 2014 (Article 2), excluded from the limitations of Proposition 2½, so-called, on December 9, 2014 (Question 2); and to use such amount to pay costs of Johnson Farm, and to reduce by such amount the remaining amount authorized to be borrowed for Johnson Farm.

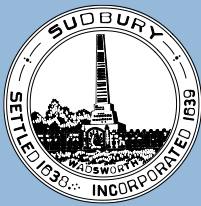
Nixon School

Article

To see if the Town will vote to appropriate a \$60,000 portion of the net premium paid to the Town by the purchasers of the bonds or notes issued in part to finance the costs of replacing the roof, windows, and doors and to repair the building envelope of the General John Nixon Elementary School (the “Nixon School”) authorized under a vote of the Town passed December 3, 2014 (Article 1), excluded from the limitations of Proposition 2½, so-called, on December 9, 2014 (Question 1); and to use such premium to pay costs of the Nixon School, and to reduce by such premium the remaining amount authorized to be borrowed for the Nixon School; or to take any other action relative thereto.

Vote

Voted: that \$60,000 is appropriated, which sum represent a portion of the net premium paid to the Town by the purchasers of bonds or notes issued in part to finance costs of replacing the roof, windows, and doors and to repair the building envelope of the General John Nixon Elementary School (the “Nixon School”) authorized under a vote of the Town passed December 3, 2014 (Article 1), excluded from the limitations of Proposition 2½, so-called, on December 9, 2014 (Question 1); and to use such premium to pay costs of the Nixon School and to reduce by such premium the remaining amount authorized to be borrowed for the Nixon School.



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

CONSENT CALENDAR ITEM

7: Opt-Out Incentive Program

REQUESTOR SECTION

Date of request:

Requestor: Maryanne Bilodeau

Formal Title: Vote to approve to continue offering the Opt-Out Incentive Program through 6/30/17 for those Active Employees who currently participate in the program and for those Active employees who are enrolled in our health plans and who Opt Out of being covered by the Town of Sudbury health plans, as described in the attached document "Opt-Out Incentive Program, w/ updates for 7/1/15".

Recommendations/Suggested Motion/Vote: Vote to approve to continue offering the Opt-Out Incentive Program through 6/30/17 for those Active Employees who currently participate in the program and for those Active employees who are enrolled in our health plans and who Opt Out of being covered by the Town of Sudbury health plans, as described in the attached document "Opt-Out Incentive Program, w/ updates for 7/1/15".

Background Information:
attached

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

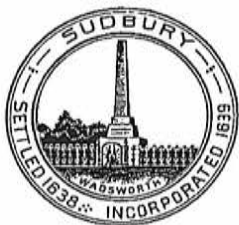
03/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:



TOWN OF SUDBURY
Office of the Interim Town Manager

Maryanne Bilodeau
Interim Town Manager

278 Old Sudbury Road
Sudbury, Massachusetts 01776
Tel: (978) 639-3385
Email: bilodeaum@sudbury.ma.us

To: Board of Selectmen
From: Maryanne Bilodeau MB
Re: Continuation of Opt-Out Incentive Program
Date: March 16, 2015

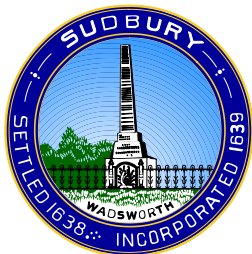
Attached is information describing the Opt-Out Incentive Program which was started on July 1, 2011.

Basically how the program works is that if an employee, who has been covered by the Town's health insurance for at least two years, decides to Opt Out of being covered by health insurance through the Town and shows proof of being enrolled in health insurance elsewhere, the Town will pay a set amount of \$1,500 per year for an individual, and \$3,000 per year for a family plan.

The first year we started this program we had 4 participants. The program has grown to approximately 50 participants and continues to save the Town a tremendous amount of money.

We are asking to continue the program for two more years, starting 7/1/15 and ending on 6/30/17. In two years we will reevaluate the program and come back to you at that time to discuss extending the incentive longer.

Thank you.



Town of Sudbury
Human Resources Office
 278 Old Sudbury Rd.
 Sudbury, MA 01776

FOR OFFICE USE ONLY

Date Enrolled in Plan: _____ Opt Out Date: _____

Plan Name _____ Ind/Family _____

Proof of Other Insurance (on employer letterhead or health cards showing coverage effective date): **Y or N**

Approved by: _____

OPT-OUT INCENTIVE PROGRAM –w/ updates for 7/1/15

With this option, the Town will pay a set amount of \$1,500 per year for an individual and \$3,000 per year for a family plan to Active employees, who are covered under the Town's health insurance for a minimum of two years and then opt-out of being covered through our plans and enroll in health insurance elsewhere. You can enroll in the Opt-Out at any time of the year as long as there is a qualifying event.

The guidelines for the Program are:

- (a) The Opt-Out incentive is only available to Active employees who have been enrolled in the Town's health insurance for a minimum of two (2) continuous years and then choose to Opt Out.
- (b) The Town will pay a set waiver incentive amount: \$1,500 per year for individual plan; and \$3,000 per year for a family plan upon proof of other insurance.
- (c) The Town will pay the Opt-Out benefit via payroll on a bi-weekly basis, less any required withholdings.
- (d) If there is a qualifying event in which an employee who has opted-out needs to opt back onto Town insurance, the employee will be allowed to do so as long as it is within 30 days of the qualifying event.
- (e) The only way to receive the Opt-Out incentive is if the employee is not covered by the Town's health plans in any way OR by health insurance coverage through the Lincoln-Sudbury Regional High School. (This includes through a parent or spouse's plan).
- (f) Changing from a family to individual plan does not count.
- (g) The Opt-Out will have a sunset provision. We'll continue the program for two years and will then review as to whether or not to continue to offer it. If the Town decides not to continue the Opt-Out Program, employees will be given an opportunity to get back onto the Town's health plans if they choose. (Two year period runs from 7/1/15 to 6/30/17.)
- (h) Any issues or disputes that arise regarding enrollment periods or rules and regulations relating to the implementation of the program shall be reviewed by the Town's Assistant Town Manager/Human Resources Director. His/her determination shall be final and binding.
- (i) If I Opt-Out, I understand that I will not be eligible for mitigation money should mitigation money be available in the future. In the past Mitigation money has only been available to active employees who have continued to be enrolled in a GIC plan since 7/1/12.
- (j) Should there be a case where an employee did not meet the criteria and received the opt-out in error, the employee must reimburse the Town the Opt-Out money they received through Town payroll deductions. (over)

I hereby acknowledge that:

-My decision not to participate in one of the Town’s health plans is made voluntarily and that I have read and understand the guidelines stated above.

-I also certify that I am not covered by health insurance through the Lincoln Sudbury Regional High School.

-I understand that I will receive the bi-weekly Opt-Out Incentive payments during the period of time I am not covered by the Town’s health insurance.

-Should I choose to come back onto the Town’s health insurance, the Opt Out payments will cease.

-Should I receive opt out money in error because I do not qualify for the program, I agree to reimburse the Town for all Opt Out money received.

Print Name: _____

Date: _____

Signature: _____

Attachment: opt out form with updates for July 1 2015 3-9-15 FINAL (1223 : Opt-Out Incentive Program)



Town of Sudbury
Human Resources Office
278 Old Sudbury Rd.
Sudbury, MA 01776

FOR OFFICE USE ONLY	
Date Enrolled in Plan: _____	Opt Out Date: _____
Plan Name _____	Ind/Family _____
Proof of Other Insurance (on employer letterhead or health cards showing coverage effective date): <u>Y or N.</u>	
Approved by: _____	

OPT-OUT INCENTIVE PROGRAM –w/ updates for 7/1/15

With this option, the Town will pay a set amount of \$1,500 per year for an individual and \$3,000 per year for a family plan to Active employees, who are covered under the Town’s health insurance for a minimum of two years and then opt-out of being covered through our plans and enroll in health insurance elsewhere. You can enroll in the Opt-Out at any time of the year as long as there is a qualifying event.

Deleted: currently

Deleted: insurance and

The guidelines for the Program are:

- (a) The Opt-Out incentive is only available to Active employees who have been enrolled in the Town’s health insurance for a minimum of two (2) continuous years and then choose to Opt Out.
- (b) The Town will pay a set waiver incentive amount: \$1,500 per year for individual plan; and \$3,000 per year for a family plan upon proof of other insurance.
- (c) The Town will pay the Opt-Out benefit via payroll on a bi-weekly basis, less any required withholdings.
- (d) If there is a qualifying event in which an employee who has opted-out needs to opt back onto Town insurance, the employee will be allowed to do so as long as it is within 30 days of the qualifying event.
- (e) The only way to receive the Opt-Out incentive is if the employee is not covered by the Town’s health plans in any way OR by health insurance coverage through the Lincoln-Sudbury Regional High School. (This includes through a parent or spouse’s plan).
- (f) Changing from a family to individual plan does not count.
- (g) The Opt-Out will have a sunset provision. We’ll continue the program for two years and will then review as to whether or not to continue to offer it. If the Town decides not to continue the Opt-Out Program, employees will be given an opportunity to get back onto the Town’s health plans if they choose. (Two year period runs from 7/1/15 to 6/30/17.)
- (h) Any issues or disputes that arise regarding enrollment periods or rules and regulations relating to the implementation of the program shall be reviewed by the Town’s Assistant Town Manager/Human Resources Director. His/her determination shall be final and binding.
- (i) If I Opt-Out, I understand that I will not be eligible for mitigation money should mitigation money be available in the future. In the past, Mitigation money has only been available to active employees who have continued to be enrolled in a GIC plan since 7/1/12.
- (j) Should there be a case where an employee did not meet the criteria and received the opt-out in error, the employee must reimburse the Town the Opt-Out money they received through Town payroll deductions. (over)

Deleted: (a)

Formatted: Font: (Default) Times New Roman,
Formatted: List Paragraph, Numbered + Level
Numbering Style: a, b, c, ... + Start at: 1 + Align:
Left + Aligned at: 0.32" + Indent at: 0.57"

Deleted: are currently

Formatted: Font: (Default) Times New Roman,
Condensed by 0.05 pt

Formatted: Font: (Default) Times New Roman,

Formatted: Font: (Default) Times New Roman,
Condensed by 0.05 pt

Formatted: Font: (Default) Times New Roman,

Formatted: Font: (Default) Times New Roman,
Condensed by 0.05 pt

Formatted: Font: (Default) Times New Roman,

Deleted: (c) Employees must have been enrolled
Town’s health insurance on or before 7/1/13 to be

Deleted: as of 7/1/15

Deleted: The

Deleted: is

Attachment: opt out form with updates for July 1 2015 3-9-15 redlined version (1223 : Opt-Out Incentive Program)

I hereby acknowledge that:

-My decision not to participate in one of the Town's health plans is made voluntarily and that I have read and understand the guidelines stated above.

-I also certify that I am not covered by health insurance through the Lincoln Sudbury Regional High School.

-I understand that I will receive the bi-weekly Opt-Out Incentive payments during the period of time I am not covered by the Town's health insurance.

-Should I choose to come back onto the Town's health insurance, the Opt Out payments will cease.

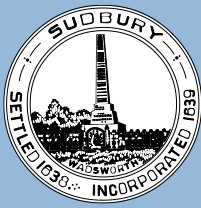
-Should I receive opt out money in error because I do not qualify for the program, I agree to reimburse the Town for all Opt Out money received.

Print Name: _____

Date: _____

Signature: _____

Attachment: opt out form with updates for July 1 2015 3-9-15 redlined version (1223 : Opt-Out Incentive Program)



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

CONSENT CALENDAR ITEM

8: Military Appreciation Month Proclamation

REQUESTOR SECTION

Date of request:

Requestor: Gary Brown, Veteran's Agent

Formal Title: Vote to acknowledge that the month of May is Military Appreciation Month and to sign a proclamation in this regard.

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

Background Information:
attached

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/24/2015 7:30 PM

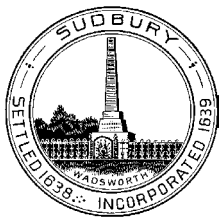
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



TOWN OF SUDBURY

Office of Selectmen

www.sudbury.ma.us

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

Military Appreciation Month Proclamation

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

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

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

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

NOW, THEREFORE, WE, the Selectmen of Sudbury, Massachusetts do hereby proclaim the period May 1, through May 31, 2015 as a special time to show appreciation for our Military and proclaim it as

MILITARY APPRECIATION MONTH

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

IN WITNESS WHEREOF, We hereunto set our hands and the Seal of Sudbury, Massachusetts to be affixed this 24th day of March, 2015.

BOARD OF SELECTMEN

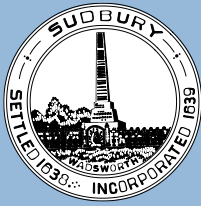
Charles C. Woodard, Chairman

Patricia A. Brown, Vice-Chairman

Lawrence W. O'Brien

Robert C. Haarde

Leonard A. Simon



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

CONSENT CALENDAR ITEM

9: Minutes Approval

REQUESTOR SECTION

Date of request: March 18, 2015

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of October 29, 2013, January 28, 2015, February 18, 2015 February 24, 2015, and the executive session minutes of February 18, 2015.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of October 29, 2013, January 28, 2015, February 18, 2015 February 24, 2015, and the executive session minutes of February 18, 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

03/24/2015 7:30 PM

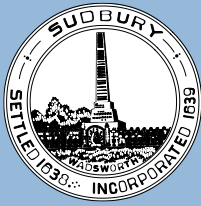
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN

Tuesday, March 24, 2015

CONSENT CALENDAR ITEM

10: First Parish One Day Wine & Malt

REQUESTOR SECTION

Date of request: March 17, 2015

Requestor: Jan Hardenbergh, First Parish of Sudbury

Formal Title: Vote to grant a 1-day Wine & Malt license to First Parish of Sudbury, to accommodate a Service Auction fundraiser on Saturday, May 9, 2015 from 6:00 PM to 10:00 PM at First Parish of Sudbury, 327 Concord Road, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.

Recommendations/Suggested Motion/Vote: Vote to grant a 1-day Wine & Malt license to First Parish of Sudbury, to accommodate a Service Auction fundraiser on Saturday, May 9, 2015 from 6:00 PM to 10:00 PM at First Parish of Sudbury, 327 Concord Road, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.

Background Information:

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

Financial impact expected:\$25 to General Fund

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

APPLICATION FOR ONE-DAY LIQUOR LICENSE

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

Name of applicant: Jan Hardenbergh

Address of applicant: 7 Tippling Rock Rd, Sudbury

[Redacted address line]

Organization Name: First Parish of Sudbury

Name & Purpose of Event: _____
The annual Service Auction is a fundraiser.

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

Event Date: May 9th, 2015

Event Time: 6:00 PM

Event Venue & Address: First Parish, 327 Concord Rd

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

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

2015.03.05
Date

[Handwritten Signature]
Applicant Signature

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 Emery & Webb, Inc. - Fishkill Office 989 Main Street Fishkill, NY 12524	CONTACT NAME:				
	PHONE (A/C, No, Ext):	(845) 896-6727	FAX (A/C, No):	(845) 896-6877	
INSURED First Parish Church of Sudbury 327 Concord Road Sudbury, MA 01776-1820		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : GuideOne Mutual			15032
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			1425639	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N		N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

This certificate is to serve as proof of insurance with incidental Host Liquor Liability coverage with regard to the Church Fundraiser on 5/9/15 at the church premises.

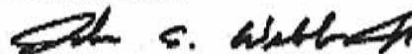
CERTIFICATE HOLDER

CANCELLATION

Town of Sudbury
322 Concord Road
Sudbury, MA 01776

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 2.0
For coursework completed on March 7, 2014
provided by Health Communications, Inc.
is hereby granted to:

David Andrews

Certification to be sent to:

97 Hunter Ave
Hudson MA, 01749-3043 USA



HEALTH COMMUNICATIONS, INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



®

**First Parish Church Annual Service Fundraiser
One Day Wine & Malt License
Department Feedback**

Fire Department Approval:

From: Miles, William
Sent: Thursday, March 05, 2015 12:53 PM
Subject: **ACCEPTED**: First Parish of Sudbury Annual Service Fundraiser

Board of Health Approval:

From: Murphy, Bill
Sent: Tuesday, March 17, 2015 11:20 AM
Subject: RE: First Parish Church One-Day Alcohol License Feedback

The Health Department does not have issues with this application.

William C. Murphy, MS,RS,CHO
Director of Public Health

Building Department Approval:

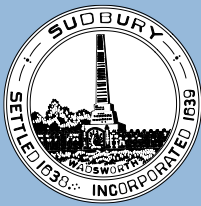
From: Herweck, Mark
Sent: Tuesday, March 17, 2015 2:52 PM
Subject: RE: First Parish Church One-Day Alcohol License Feedback

Hi Leila; **The Building Department has no issues.**

Police Department Approval:

From: Nix, Scott
Sent: Tuesday, March 17, 2015 11:06 AM
To: Sudbury Community Events
Subject: **ACCEPTED**: First Parish of Sudbury Annual Service Fundraiser
When: Saturday, May 09, 2015 6:00 PM-10:00 PM (UTC-05:00) Eastern Time (US & Canada).
Where:

I do not have an issue with this event.



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

CONSENT CALENDAR ITEM

11: Boston Brain Tumor Ride

REQUESTOR SECTION

Date of request: March 17, 2015

Requestor: Shkeya Brittle, National Brain Tumor Society

Formal Title: Vote to Grant a Special Permit to the National Brain Tumor Society, to hold the “Boston Brain Tumor Ride” on Sunday, May 17, 2015, from 8:00 A.M. through approximately 12:00 P.M., subject to compliance with conditions outlined by the Police and Fire Departments, DPW and Park and Recreation, subject to receipt of a certificate of liability.

Recommendations/Suggested Motion/Vote: Vote to Grant a Special Permit to the National Brain Tumor Society, to hold the “Boston Brain Tumor Ride” on Sunday, May 17, 2015, from 8:00 A.M. through approximately 12:00 P.M., subject to compliance with conditions outlined by the Police and Fire Departments, DPW and Park and Recreation, subject to receipt of a certificate of liability.

Background Information:
CONSENT CALENDAR

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/24/2015 7:30 PM

MEETING NOTES SECTION

Board’s action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2015 MAR -6 P 12: 30

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

Email: selectmen@sudbury.ma.us

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

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

Organization Name National Brain Tumor Society Inc

Event Name Boston Brain Tumor Ride

Organization Address 55 Chapel Street #200 Newton MA 02459

Name of contact person in charge Shikha Bhatt

Telephone Number [REDACTED]

Email address [REDACTED]

Date of event 5/17/2015 Rain Date NA

Starting time 8am Ending time noon (depending on route)

Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to this application) See attached map -

Anticipated number of participants _____

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

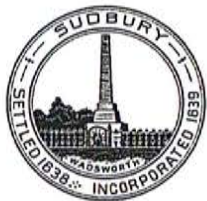
200 West Street, Waltham MA - Boston Properties

Organization that proceeds will go to National brain tumor Society

Any other important information Requesting use of route arrows

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

Signature of Applicant Shikha Bhatt Date 2/27/14



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

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

Application Checklist:

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

Please submit completed application and materials to:

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

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

Application received in Selectmen's office by _____ Date _____

Recommendation and requirements of Sudbury Chief of Police: _____

Signature of Police Chief _____ Date _____



National Brain Tumor Society

Leading through research and support

Attachment: Boston Brain Tumor Ride App_BOS (1239 : Boston Brain Tumor Ride)

February 23, 2015

Patty Golden
Sr. Admin Asst. to the Town Manager
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Hello Patty Golden,

The National Brain Tumor Society is holding their 21st Annual Boston Brain Tumor Ride on Sunday, May 17, 2015. Our non-profit, charity ride requests permission to travel on a portion of the streets of the Town of Sudbury on that day. The event starts at 200 West Street in Waltham and consist of the following rides:

Ride Start:

- 62-mile begins at 8am
- 40-mile begins at 8:30am
- 25-mile begins at 9am
- 10-mile begins at 10am

For this event, all departing riders will exit from 200 West Street, turning Right onto West Street and then Left on Winter Street to Old County Road. All riders returning to the Finish at 200 West Street will travel from Rt. 117 onto Lexington Street to the Finish at 200 West Street. Attached are the Turn-By-Turn directions and course maps for the all of the rides.

We will also have full communication support from the Boston Area Amateur Radio Club. A ham radio operator will be in each support vehicle, as well as at Command Control at the event Start and Finish location, and at all Water/Rest Stops. We are also working with a company to track every rider via bibs, similar to the Marathon.

We would like to request the use of Route Arrows to mark our route. I have included a sample piece of the actual arrow with supporting information.

I can be reached at 617-393-2835 or via email at sbrittle@braintumor.org. Thank you very much for your consideration of this request and we look forward to working with you again this year.

Sincerely,

Shkeya Brittle
Director of National Event Operations and Production
National Brain Tumor Society
55 Chapel Street, Suite 200
Newton, MA 02458

2015 FEB 26 A 11:12

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA



NATIBRA-01 ANEWELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/25/2015

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: Welsh & Parker Insurance Agency, Inc. 131 Coolidge Street, Suite 100 Hudson, MA 01749
CONTACT NAME:
PHONE (A/C, No, Ext): (978) 562-5652 FAX (A/C, No): (978) 562-7120
INSURER(S) AFFORDING COVERAGE: Philadelphia Insurance Co
INSURED: National Brain Tumor Society 55 Chapel Street, Bldg No. C, 2nd Floor Newton, MA 02458

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BOSTON BIKE RIDE - MAY 17, 2015
Event starts and finish at 200 West Street, Waltham, MA.

CERTIFICATE HOLDER: Town of Sudbury 322 Concord 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: Dan P. O'Sullivan

Copy
for
Sitz

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") dated as of this 16 day of October, 2014, by and between Boston Properties Limited Partnership ("Licensor"), having a mailing address of c/o Boston Properties, Inc., Prudential Center, 800 Boylston Street, Suite 1900, Boston, Massachusetts 02199-8103 and the National Brain Tumor Society, Inc., a Massachusetts corporation ("Licensee"), having a mailing address of 55 Chapel Street, Suite 200, Newton, Massachusetts 021458.

WITNESSETH:

Licensor is the owner of the real property (the "Property") and the building located thereon known as 200 West Street, Waltham, Massachusetts (the "Building").

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. LICENSEE'S LOCATION. Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, the right to use and occupy a portion of the Building on the Property, as shown on Exhibit A attached hereto and made a part hereof (the "Location"), subject to the terms and conditions of this Agreement.

2. TERM. This Agreement shall commence on Saturday, May 16th, 2015 at 9:00 a.m. and shall expire on Sunday, May 17th, 2015 at 6:00 p.m. as follows:

- Licensee shall be permitted the right to enter the Property on Saturday, May 16th, 2015 from 9:00 a.m. to 5:00 p.m. to set-up a small stage (about two feet (2') high), eight (8) canopies with no sides (not to exceed twenty feet (20') X thirty feet (30')) to be secured by water barrels for use for registration, sponsor and food areas for Licensee and sound equipment together with a generator at the Location for the Event.
- On Sunday, May 17th, 2015 parking of motor vehicles for the 600[✓] participants in the Event shall be allowed on the Property in the designated area as shown on Exhibit A attached hereto and made a part hereof.
- Licensee shall be permitted to hold the Event on Sunday, May 17th, 2015 between the hours of 7:00 a.m. until 1:00 p.m.
- On Sunday, May 17th, 2015 –
 - (i) Licensee, at its sole cost and expense, shall provide free breakfast pastries, fresh fruit and coffee in the morning to the participants of the bike ride and a free lunch of pre-made sandwiches to the participants in the afternoon after the bike ride,
 - (ii) Licensee, at its sole cost and expense, shall provide ten (10) portable toilets in the designated area as shown on Exhibit A

- attached hereto and made a part hereof,
- (iii) Licensee shall provide family activities such as three (3) legged races, face painting and a bouncy house in the designated area as shown on Exhibit A attached hereto and made a part hereof,
- (iv) Licensee, at its sole cost and expense, shall provide a police detail during the Event,
- (v) No alcoholic beverages shall be served at the Event, and
- (vi) Licensee shall be permitted to breakdown the Event on Sunday, May 17th, 2015 beginning at 1:00 p.m. until 6:00 p.m.
- Licensee shall have no access to the Building.

Notwithstanding anything to the contrary herein contained, Licensor shall have the right to terminate this Agreement at any time, including prior to or during the use of the Location and/or Event (as that term is defined below), if necessary due to extraordinary circumstances, as determined by Licensor in its sole discretion. Upon such termination, Licensee shall remove all of Licensee's personal property and the provisions of Section 16 below regarding surrender shall be applicable and in such event Licensee shall compensate Licensor for all payments due to the date of said termination and surrender.

3. LICENSEE'S USE OF LOCATION. The Location may be used by Licensee solely for the purpose of The 2015 Boston Brain Tumor Ride (hereinafter known as the "Event") and for no other use or purpose. Licensee shall take all steps necessary to ensure its use of the Location does not disturb occupants of the Building and the abutting properties. No reference in this Agreement to Licensee's personnel, agents, contractors, employees, guests, invitees, licensees, customers, clients or other persons shall be deemed to imply or grant a right to any of such parties to use the Location, such right being granted only to Licensee for the purpose of The 2015 Boston Brain Tumor Ride as aforesaid and shall not be transferable. Licensee hereby acknowledges and agrees that a license only is hereby granted and no bailment is intended or shall be created.

4. LICENSE FEE: Intentionally Omitted.

5. CONDITION OF THE LOCATION. The Location shall be delivered to and accepted by Licensee in its current "as-is" condition. It is understood and agreed that neither Licensor nor its subsidiaries or affiliates has or shall have any obligation to make any additions, alterations, improvements, demolition, repairs or other work therein pertaining to the Location. Licensor makes no representation that the Location is fit and safe for the use described in Section 3.

6. ALTERATIONS AND IMPROVEMENTS. Licensee shall not place any structures or fixtures on the Location without the prior consent of Licensor or make any alterations, additions or improvements to the Location.

7. SIGNAGE. No signage shall be placed on the Location.

8. RELOCATION. Intentionally omitted.

9. RELEASE AND INDEMNIFICATION. Licensee for itself, its successors and assignees, hereby releases, remises and discharges and agrees to indemnify and hold harmless Boston Properties Limited Partnership, a Delaware limited partnership, Boston Properties, Inc., a Delaware corporation, BP Management, L.P., a Delaware limited partnership, BP Services TRS LLC, a Delaware limited liability company, and BP West Street Café LLC, a Delaware limited liability company, for property and Licensor (the "Insured Parties"), and their affiliates and each and all of their employees, servants, agents, officers, officials, shareholders and partners, of and from all claims, costs, damages, demands, actions, liabilities, expenses and causes of action (including, without limitation, attorney's fees) of any sort arising out of, resulting from or relating to (a) the use of the Location by Licensee, its agents, contractors, employees, guests, licensees, invitees, customers, clients or other persons, (b) any damage, accident or injury whatsoever sustained by Licensee, its contractors, agents, employees, guests, invitees, customers, clients and other persons in connection with the use of the Location, (c) any act or omission to act by Licensee in connection with the Location, or (d) any breach or default by Licensee hereunder. The provisions of this Section 9 shall survive the expiration or early termination of this Agreement.

10. PERSONAL PROPERTY. All of the equipment, effects and property of every kind of Licensee, and all persons claiming, by through or under Licensee, which may be in the Location, shall be at the sole risk and hazard of Licensee and if the whole or any part thereof shall be destroyed, damaged, or stolen, no part of said loss or damage is to be charged to or borne by Licensor. Upon the expiration or earlier termination of the term of this Agreement, Licensee shall remove all of its personal property from the Location.

11. INSURANCE.

(A) Policy Requirements. Licensee shall procure and maintain in full force and effect during the term of this Agreement the standard policies of insurance coverages listed below in Section 11(B) (Policy Coverages). The following stipulations apply to all policies:

- (i) All policies (except for workers' compensation coverage) shall be endorsed to name the Insured Parties, their subsidiaries, officers, agents and employees and any other entity specified by Licensor as additional insured respecting this Agreement. The endorsement shall further provide that additional insureds shall not be affected by any breach by Licensee of any provision of said policy. ✓
- (ii) The insurance requirements shall not derogate from the provision for indemnification of Licensor by Licensee. ✓
- (iii) All policies of insurance shall be primary and non-contributory and shall be with an insurance company with a current A.M. Best Rating (or similar rating if no longer available) of A-VIII or better; and authorized to do business in the Commonwealth of Massachusetts. ✓

- (iv) All policies shall contain a minimum of thirty (30) days notice of cancellation.
- (v) Licensee shall provide a copy of the endorsement to the worker's compensation policy stating that a waiver has been granted in favor of the Insured Parties.
- (vi) Licensee shall furnish certificates of insurance prior to the start of the occupancy of the Location and provide renewal certificates prior to the expiration of the policies.
- (vii) Licensee shall also furnish certificates of insurance evidencing the policies upon Licensor's request.

(B) Policy Coverages. Listed below are the standard policy coverages required to be maintained by Licensee. Licensor may from time to time instruct Licensee to increase the amount of coverage to be maintained hereunder, or may require higher amounts of coverage in the event that particularly hazardous work is to be performed.

- (i) Workers' Compensation with statutory limits
- (ii) Employers' Liability insurance with the following minimum limits:

Bodily injury by disease per person	\$1,000,000
Bodily injury by accident policy limit	\$1,000,000
Bodily injury by disease policy limit	\$1,000,000
- (iii) Commercial General Liability Insurance including Host Liquor and Contractual Liability on a per location basis with the following minimum limits:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
- (iv) Automobile Liability insurance with a Combined Single Limit of not less than \$1,000,000. This insurance shall cover all owned, non-owned, and hired motor vehicles which are operated on behalf of Licensee pursuant to Licensee's activities under this Agreement. If Licensee does not own any vehicles, then Licensee must provide a minimum of \$1,000,000 of non-owned and hired automobile liability coverage. ✓
- (v) Umbrella/Excess Liability on a following form basis with the following minimum limits:

General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000

(C) Non-Subrogation. Any insurance required to be carried by either party pursuant to this Agreement with respect to the Property or property therein or occurrences thereon shall include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provisions of this Agreement to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by such insurance (or which would have been covered had such party carried the insurance required to be carried by it under the Agreement) to the extent of the indemnification received under such insurance policy. This waiver of rights by Licensee shall apply to, and be for the benefit of, the Insured Parties.

12. VENDOR INSURANCE: Intentionally Omitted.

13. DEFAULT CLAUSE. In the event Licensee fails to perform or observe any covenant to be performed or observed by Licensee under this Agreement at any time prior or during the term of this Agreement, in addition to any other rights it may have at law or in equity Licensor may immediately revoke and terminate this Agreement upon notice to a representative of Licensee, and this Agreement shall forthwith be revoked and terminated. Upon such revocation and termination, Licensee shall remove all of Licensee's goods and effects and the provisions of Section 16 below regarding surrender shall be applicable and in such event Licensee shall compensate Licensor for all payments due (if any) to the date of said termination to Licensor.

Moreover, unless prohibited by applicable law, Licensee agrees to pay to Licensor the amount of all legal fees and expenses incurred by Licensor arising out of or resulting from any act or omission by Licensee with respect to this Agreement or the Location, including without limitation, any breach by Licensee of its obligations hereunder.

14. SERVICES TO BE PROVIDED TO LICENSEE. Licensor nor its subsidiaries or affiliates shall be obligated to provide any maintenance or other facilities or services in connection with Licensee's use of the Location, the Building or the Property.

15. SECURITY. Licensor shall have no responsibility or obligation to police the Location or to provide any security with respect thereto, and Licensor shall have no liability for any claim by any person on account of Licensee's use thereof.

16. SURRENDER. Upon the expiration or sooner termination of this Agreement, Licensee shall quit and surrender the Location to Licensor in the same condition that it was delivered, reasonable wear and tear excepted, and shall remove any and all property placed within the Location. Licensee shall take special precaution to protect the grassy area and plantings at the Location. In addition to such remedies, Licensee further agrees that any holding over by it which has not been consented to in writing by Licensor shall be solely at Licensee's risk and shall be at the cost of \$34.00 per day and other charges in force and applicable immediately prior to the expiration or earlier termination of the term hereof, otherwise upon the

same terms and conditions set forth herein. The obligations of Licensee under this Agreement shall survive the termination hereof.

17. LAWFUL PURPOSE. Licensee shall not use the Location or any portion of the Building or the Property for any unlawful purpose or in any manner that will constitute waste, nuisance or unreasonable annoyance. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

18. HAZARDOUS MATERIALS. Licensee shall not, without the prior consent of Licensor, keep, maintain, store, dispose of or engage in any activity which might produce or generate any substance which is or may be classified as a hazardous material, waste or substance (collectively "Hazardous Materials") under federal, state or local laws, rules and regulations, as the same may be amended from time to time ("Hazardous Materials Laws").

19. DAMAGE TO LOCATION. At Licensor's option, Licensee shall, at its sole cost and expense, promptly repair or cause to be repaired any damage caused by it or its subcontractors, agents or invitees to the Location. If Licensee fails to commence such repair within three (3) business days after notice from Licensor or to continuously prosecute the same to completion, Licensor shall have the right to make the repair on Licensor's behalf and Licensee shall pay the same to the Licensor within twenty (20) days upon receipt of an invoice.

20. PERMITS. Licensee shall, at its expense, obtain all necessary and applicable permits, licenses, approvals and authorizations required for its use of the Location or any portion of the Building or the Property. Copies of all permits and licenses must be presented to Licensor before the commencement of the Events.

21. EXCULPATORY CLAUSE. Licensee shall neither assert nor seek to enforce any claim for breach of this Agreement against any of Licensor's assets other than Licensor's interest in the Building, and Licensee agrees to look solely to such interest for the satisfaction of any liability of Licensor under this Agreement, it being specifically agreed that in no event shall Licensor (or any of the officers, trustees, directors, partners, partners of partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, and the like, disclosed or undisclosed, thereof) ever be personally liable for any such liability. In no event shall Licensor (or any such officers, trustees, etc.) ever be liable for indirect or consequential damages.

22. NOTICES. Any notice which may be given or required to be given hereunder may be served by either party by hand delivery to the other party or by United States certified mail, postage prepaid, or by overnight courier service, and addressed to the other party at the following address:

If intended for Licensor, addressed to it at c/o Boston Properties, Inc.,
Prudential Center, 800 Boylston Street, Suite 1900, Boston, Massachusetts
02199-8103, Attn: Peter V. See.

If intended for Licensee, addressed to it at 55 Chapel Street, Suite 200,
Newton, Massachusetts 02458, Attn: Shkeya Brittle

Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

23. BROKERAGE.

(A) Licensee warrants and represents that Licensee has not dealt with any broker in connection with the consummation of this Agreement; and in the event any claim is made against Licensor relative to dealings by Licensee with brokers, Licensee shall defend the claim against Licensor with counsel of Licensee's selection first approved by Licensor (which approval will not be unreasonably withheld) and save harmless and indemnify Licensor on account of loss, cost or damage which may arise by reason of such claim.

(B) Licensor warrants and represents that Licensor has not dealt with any broker in connection with the consummation of this Agreement; and in the event any claim is made against Licensee relative to dealings by Licensor with brokers, Licensor shall defend the claim against Licensee with counsel of Licensor's selection and save harmless and indemnify Licensee on account of loss, cost or damage which may arise by reason of such claim.

24. PATRIOT ACT. As an inducement to Licensor to enter into this Agreement, Licensee hereby represents and warrants that: (i) Licensee is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) Licensee is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Licensee (and any person, group, or entity which Licensee controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation any assignment of this Agreement or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Licensee of the foregoing representations and warranties shall be deemed a default by Licensee hereunder and shall be covered by the indemnity provisions of this Agreement, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Agreement.

25. ASSIGNMENT AND SUBLICENSING. Licensee shall not assign this Agreement, in whole or in part, nor sublicense all or any part of the Location.

26. ENTIRE AGREEMENT. The making, execution and delivery of this Agreement by Licensee and Licensor have been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

27. GOVERNING LAW. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

28. PARAGRAPH HEADINGS. The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

29. AUTHORIZATION. Each party hereby represents and warrants to the other that it has the full right, power and authority to enter into this Agreement, and to perform all of their respective obligations thereunder, and that the person signing the Agreement on its behalf has the requisite lawful authority to do so.

PAGE ENDS HERE

IN WITNESS WHEREOF, the parties have caused this Agreement to be made effective and executed as of the day and year first above written.

WITNESS:

LICENSOR:

BOSTON PROPERTIES LIMITED
PARTNERSHIP, a Delaware limited
partnership

BY: BOSTON PROPERTIES, INC., a
Delaware corporation, its general partner

BY: _____

Name:

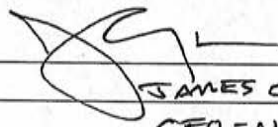
Title:

WITNESS:

 _____

LICENSEE:

NATIONAL BRAIN TUMOR SOCIETY INC.

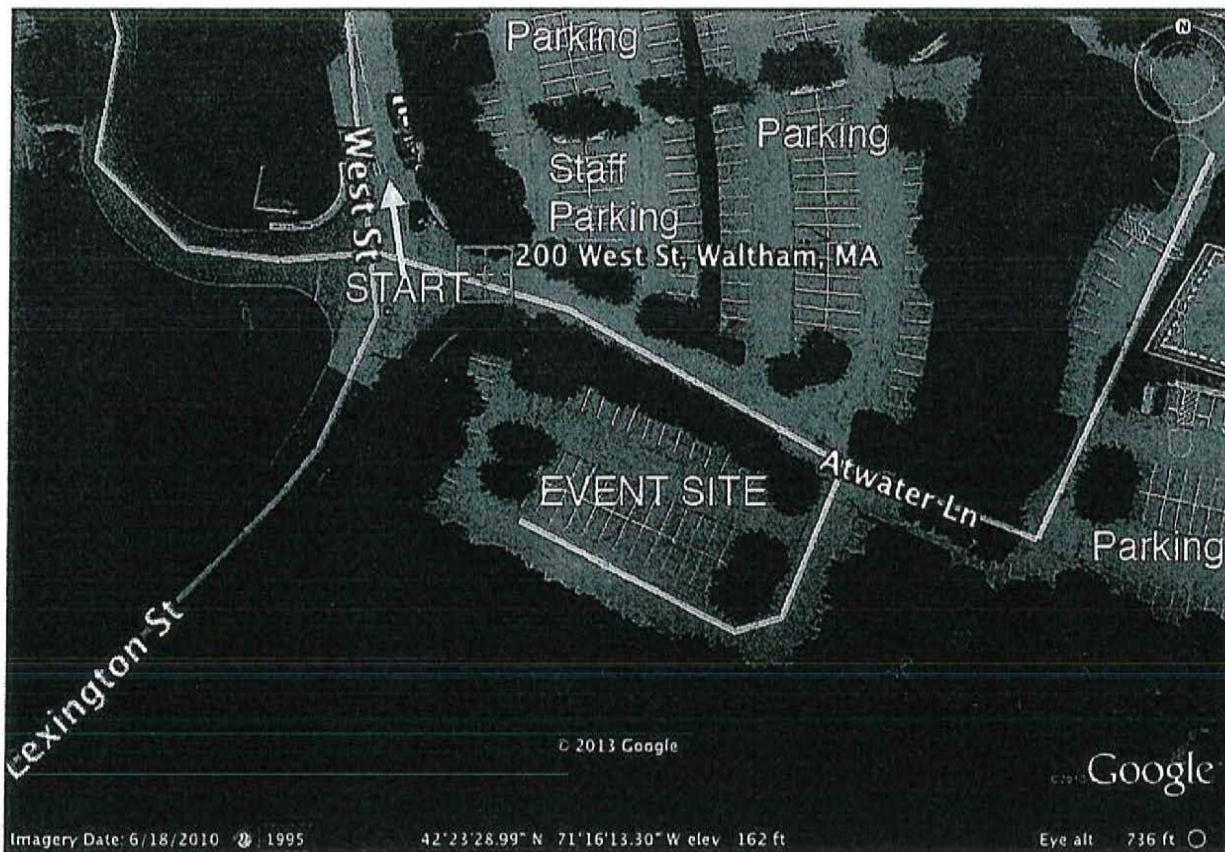
By:  _____

Name: JAMES CHARNEY

Title: CFO - NBTS

EXHIBIT A

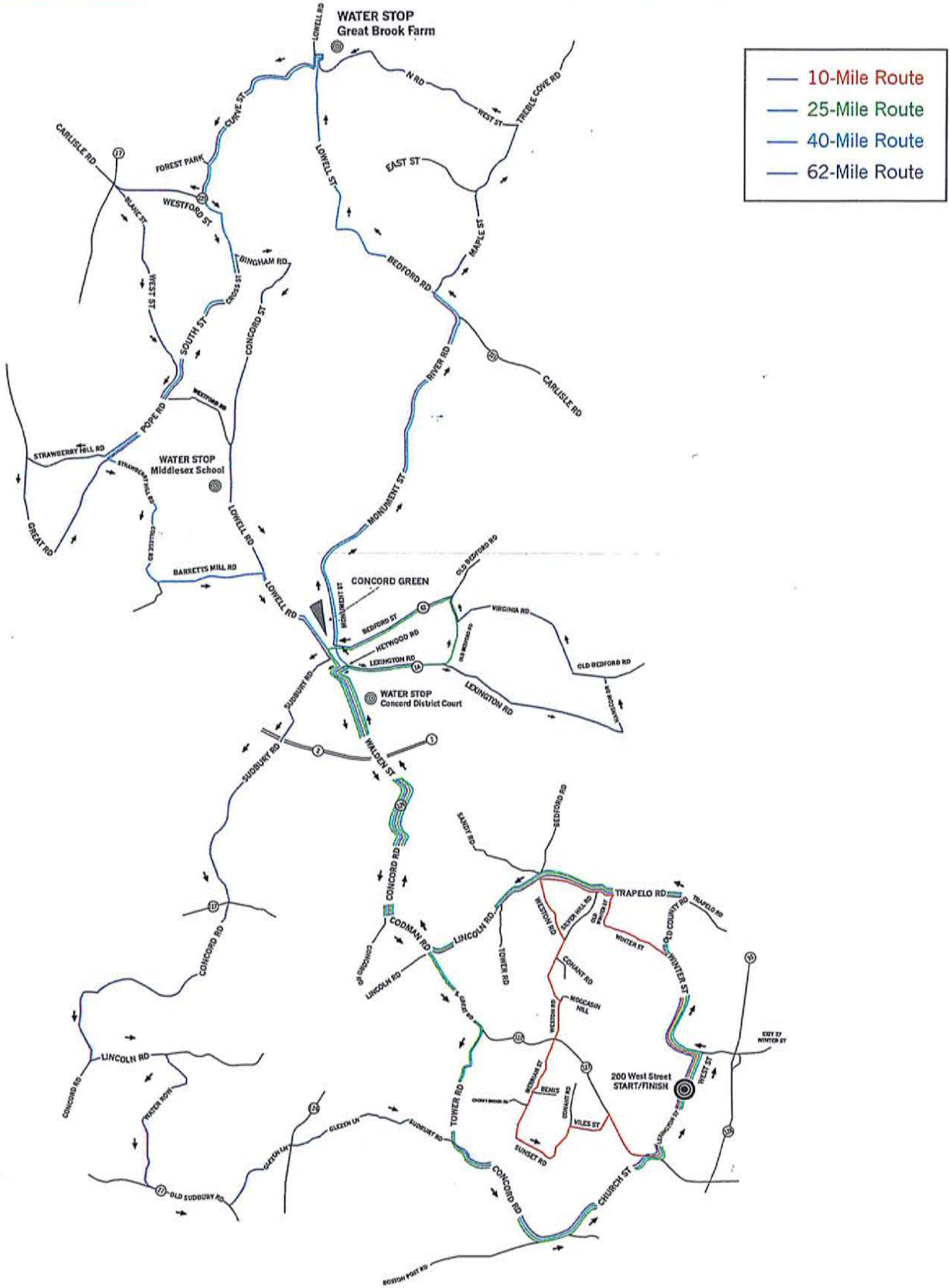
Location





Course Map

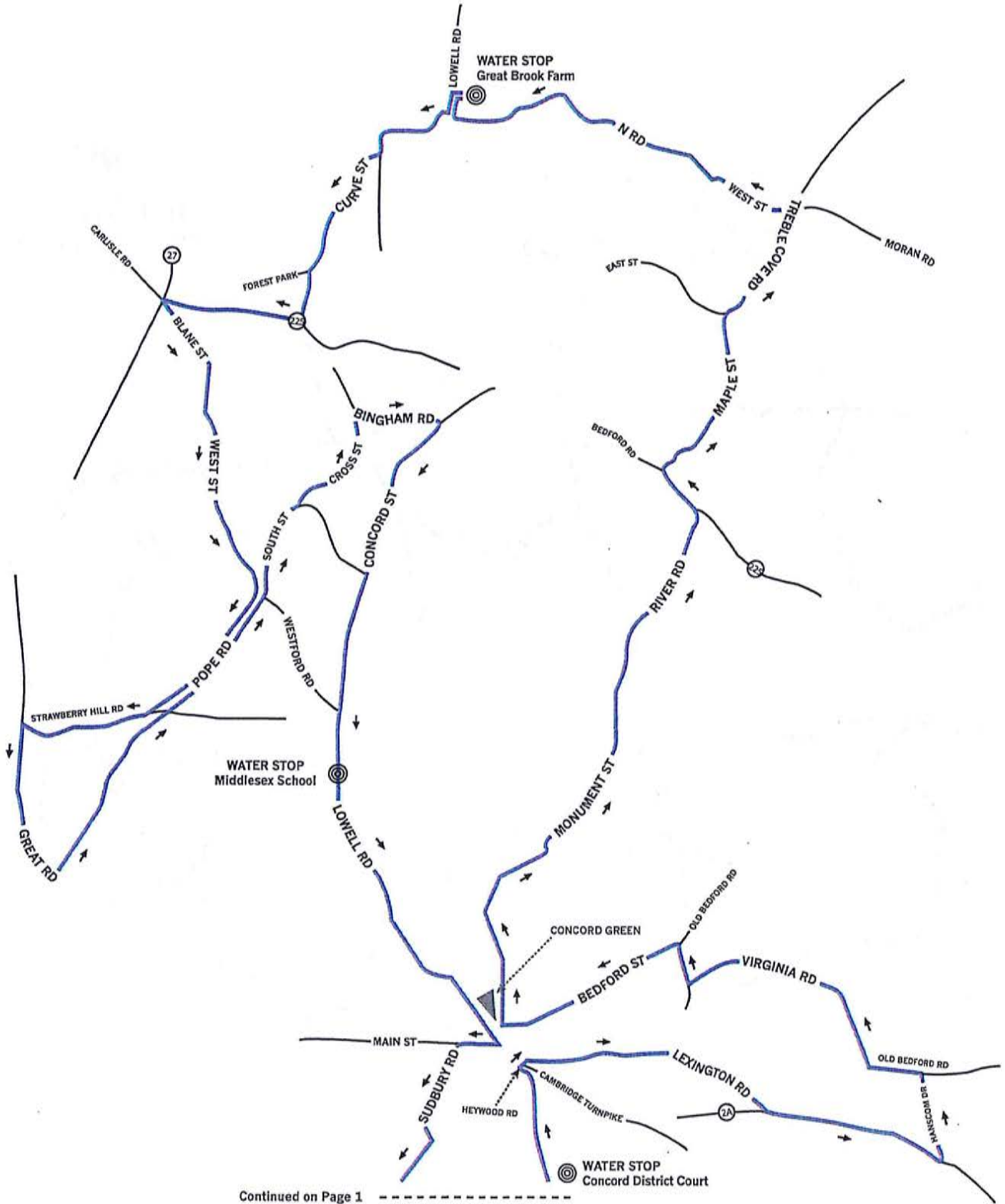
10-, 25-, 40-, 62-Mile Rides





Course Map

Metric Century

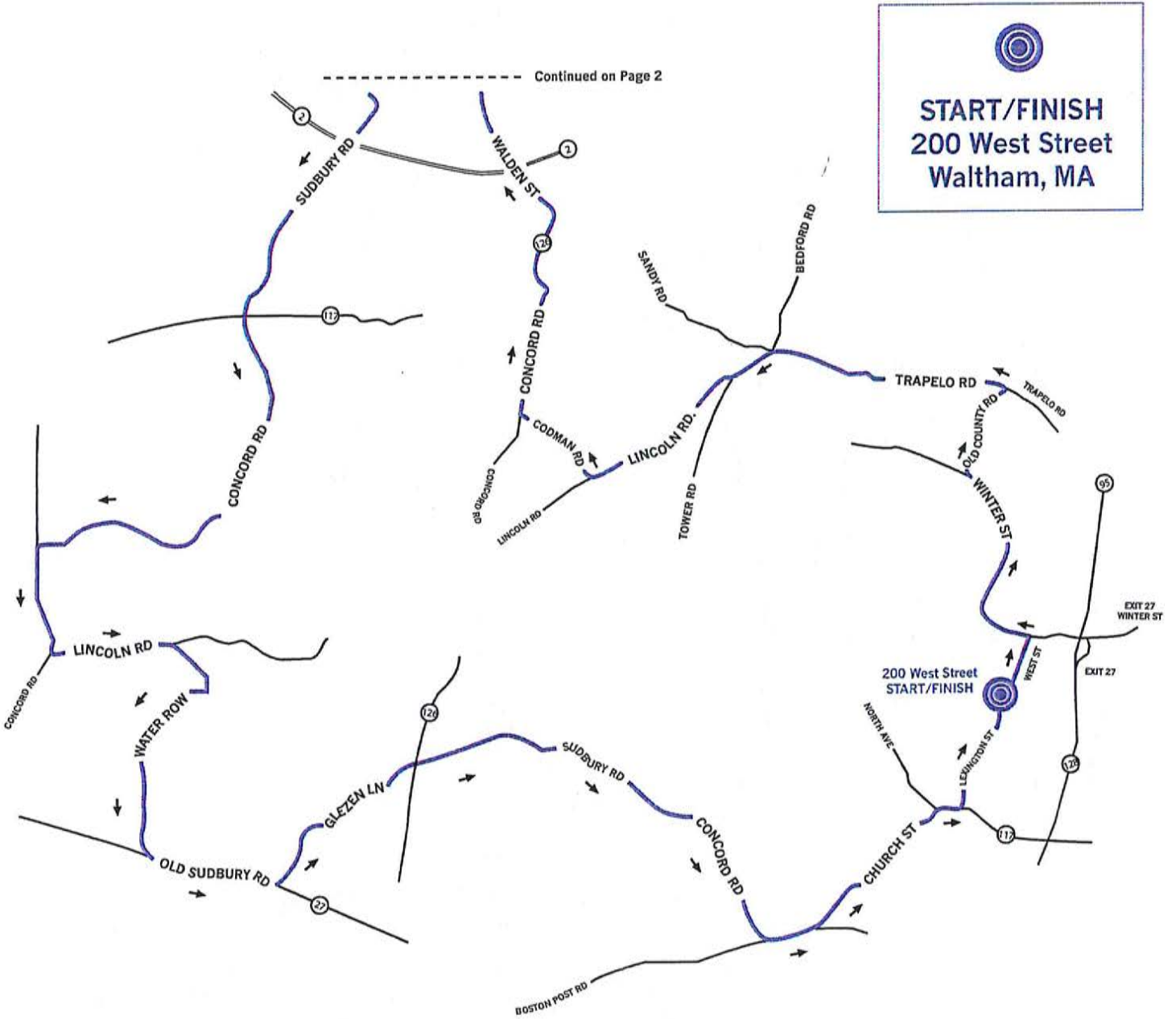


Continued on Page 1



Course Map

Metric Century





Metric Century

TURN BY TURN

- 0.0 miles Turn RIGHT onto West St.
- 0.4 miles Turn LEFT onto Winter St.
 - Two (2) speed bumps
- 1.9 miles Turn RIGHT onto Old County Rd.
- 2.6 miles Turn LEFT onto Trapelo Rd.
- 4.3 miles Turn LEFT onto Lincoln Rd.
- 6.0 miles Turn RIGHT onto Codman Rd.
- 6.7 miles Turn RIGHT onto Route 126N/Concord Rd.
 - Changes to Walden St.
- 8.6 miles Cross Route 2/2A

⊙ 9.3 miles WATER STOP AT CONCORD DISTRICT COURT

- 9.7 miles Turn RIGHT onto Heywood St.
- 9.75 miles Turn RIGHT onto Lexington Rd.
 - Bear LEFT at first fork
- 10.9 miles Bear RIGHT at second fork to stay on Lexington Rd.
- 11.7 miles Turn LEFT onto North Great Rd./2A East
- 13.3 miles Turn LEFT onto Hanscom Dr.
- 14.2 miles Turn LEFT onto Old Bedford Rd.
- 14.6 miles Turn RIGHT onto Virginia Rd.
- 16.2 miles Turn RIGHT onto Old Bedford Rd.
- 16.7 miles Turn LEFT onto Bedford St./Route 62
- 18.1 miles Turn RIGHT onto Monument St.
 - Bear LEFT to stay on Monument St.
- 21.4 miles Becomes River St.
- 22.5 miles Turn LEFT onto Bedford Rd./Route 225
- 22.8 miles Turn RIGHT onto Maple St.
 - Bear RIGHT staying on Maple St.
- 24.1 miles Turn RIGHT to stay on Maple St.
 - Turns into Treble Cove Rd./North Rd.
- 25.0 miles Turn LEFT onto West St.
 - Turns into North (N) Rd.
- 27.7 miles Turn RIGHT onto Lowell St.

⊙ 27.8 miles WATER STOP AT GREAT BROOK FARM (on right hand side on Lowell Street)

- 27.8 miles Exit water stop and turn LEFT onto Lowell St.
- 27.9 miles Turn quick RIGHT onto Curve St.
 - Stay LEFT to stay on Curve St.
- 30.1 miles Turn RIGHT onto Westford St./Route 225

- 31.1 miles Turn sharp LEFT onto Blane St. before the traffic light
 - Turns into West St.
- 33.3 miles Bear RIGHT onto West St.
- 33.4 miles Bear RIGHT onto Pope Rd.
- 34.7 miles Turn RIGHT onto Strawberry Hill Rd.
- 35.7 miles Turn LEFT onto Great Rd/Route 2A/Route 119
- 36.8 miles Turn LEFT onto Pope Rd.
- 38.1 miles Cross Strawberry Hill Rd. continuing on Pope Rd.
- 39.4 miles Turn LEFT onto West St.
- 39.5 miles Bear RIGHT onto South St.
- 40.4 miles Turn LEFT towards Cross St.
 - *May be unmarked*
- 40.5 miles Turn LEFT onto Cross St.
- 41.0 miles Turn RIGHT onto Bigham Rd.
- 41.7 miles Turn RIGHT onto Concord St.
 - Turns into Lowell St.

⊙ 44 miles WATER STOP AT MIDDLESEX SCHOOL

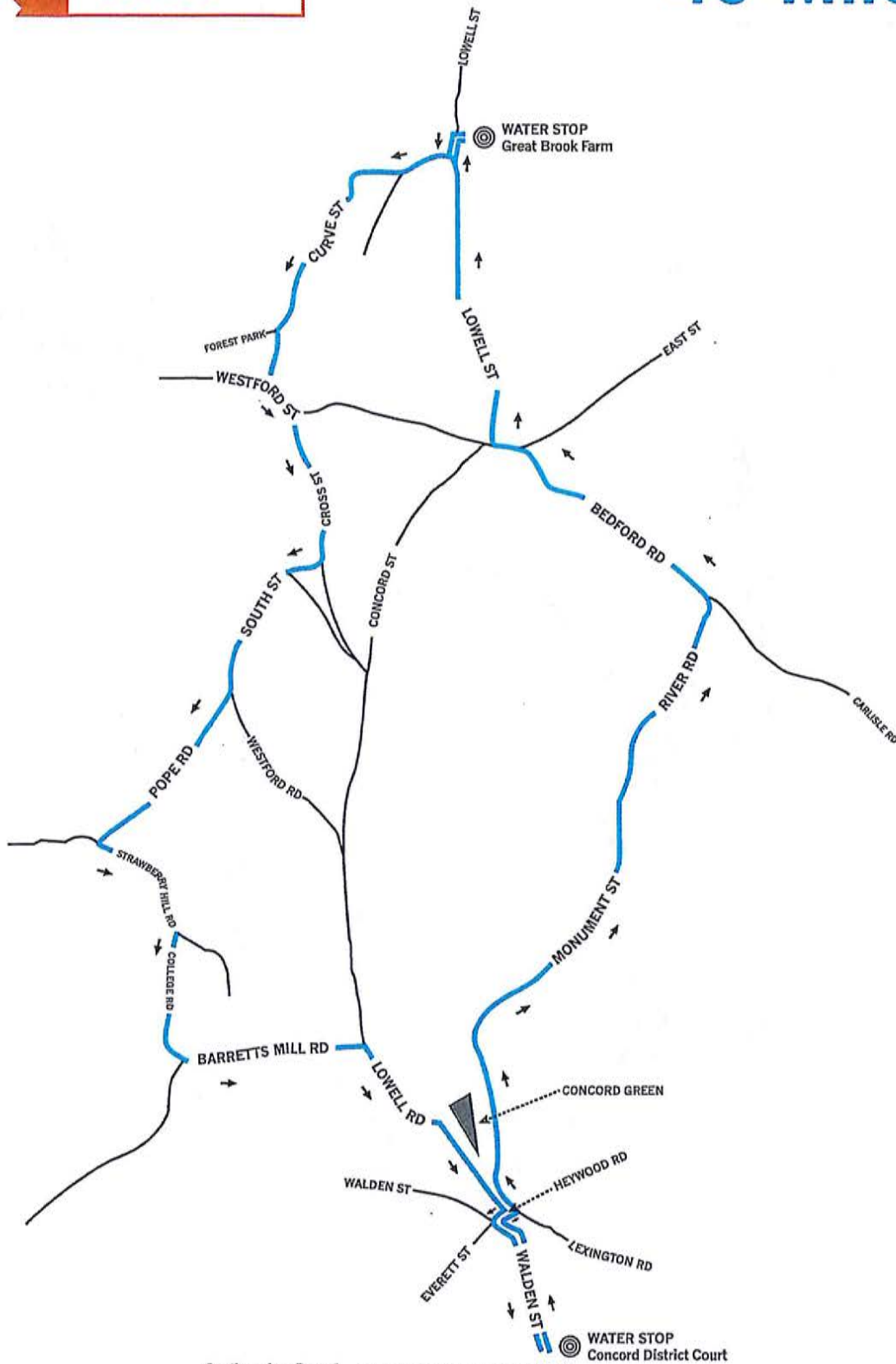
- 46.7 miles Turn RIGHT onto Main St./Route 62 after passing the Concord Green
- 46.9 miles Bear LEFT onto Sudbury Rd.
- 47.6 miles Bear RIGHT to stay on Sudbury Rd.
- 47.9 miles Cross Rt 2/2A
- 49.3 miles Bear LEFT staying on Sudbury Rd.
- 50.0 miles Cross Rt 117, becomes Concord Rd.
- 52.4 miles Turn LEFT to stay on Concord Rd.
- 53.2 miles Turn LEFT onto Lincoln Rd. at Lincoln-Sudbury High School
- 54.0 miles Turn RIGHT onto Water Row
- 56.0 miles Turn LEFT onto Old Sudbury Rd./Route 27
- 56.9 miles Turn LEFT onto Glezen Ln.
 - Four (4) speed bumps
- 57.9 miles Bear Right to stay on Glezen Ln.
- 59.2 miles Becomes Sudbury Rd.
- 60.0 miles Becomes Concord Rd.
- 61.5 miles Turn LEFT onto Boston Post Rd.
- 61.9 miles Bear LEFT onto Church St.
- 63.1 miles Turn RIGHT onto Route 117/North Ave.
- 63.3 miles Turn LEFT onto Lexington St.
 - Five (5) speed bumps
- 64.2 miles Turn RIGHT into 200 West St.

END



Course Map

40-Mile Ride

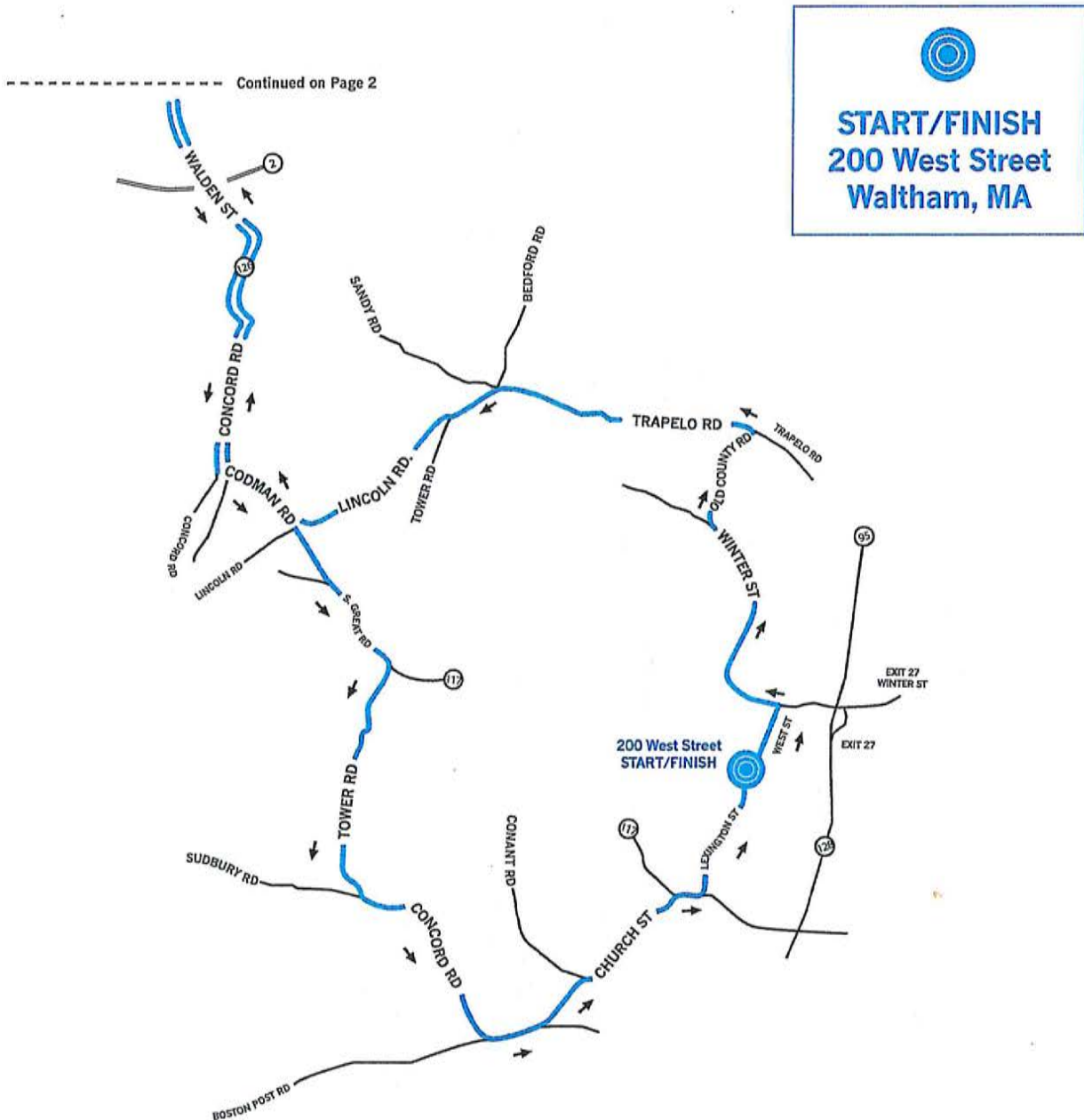


Continued on Page 1 -----



Course Map

40-Mile Ride





40-Mile Ride

TURN BY TURN

- 0.0 miles Turn RIGHT onto West St.
- 0.4 miles Turn LEFT onto Winter St.
 - Two (2) speed bumps
- 1.9 miles Turn RIGHT onto Old County Rd.
- 2.6 miles Turn LEFT onto Trapelo Rd.
- 4.3 miles Turn LEFT onto Lincoln Rd.
- 6 miles Turn RIGHT onto Codman Rd.
- 6.7 miles Turn RIGHT onto Concord Rd./Route 126 North
 - Changes to Walden St.
- 8.6 miles Cross Rt 2/2A
- 21.2 miles Turn LEFT onto Westford St./Route 225
- 21.5 miles Turn RIGHT onto Cross St.
- 22.5 miles Turn RIGHT onto South St.
 - *May be unmarked*
- 22.6 miles Turn RIGHT to stay on South St.
- 23.5 miles Turn LEFT onto West St.
- 23.6 miles Turn RIGHT onto Pope Rd.
- 25.0 miles Turn sharp LEFT onto Strawberry Hill Rd.
- 25.9 miles Turn RIGHT onto College Rd.
- 26.8 miles Turn LEFT onto Barretts Mill Rd.
- 28.0 miles Turn RIGHT onto Lowell Rd.
- 29.0 miles Go straight past the Concord Green and through rotary onto Lexington Rd.
- 29.5 miles Turn RIGHT onto Heywood St.
- 29.6 miles Turn LEFT onto Walden St.
 - Changes to Concord Rd.

⊙ 9.3 miles WATER STOP AT CONCORD DISTRICT COURT

- 9.7 miles Turn RIGHT onto Heywood St.
- 9.75 miles Turn LEFT onto Lexington Rd.
- 10.0 miles Bear RIGHT onto Monument St. at the Concord Green
 - Bear LEFT at first fork
 - Bear RIGHT at second fork to stay on Monument St.
 - Changes to River Rd.
- 13.3 miles Monument St. becomes River Rd.
- 14.5 miles Turn LEFT onto Bedford Rd./Route 225
- 16.2 miles Turn RIGHT onto Lowell St. (first turn off rotary)

⊙ 18.8 miles WATER STOP AT GREAT BROOK FARM (on right hand side on Lowell Street)

- 19.0 miles Turn LEFT onto Lowell St.
- 19.1 miles Turn quick RIGHT onto Curve St.
 - Bear LEFT to stay on Curve St.

⊙ 30.0 miles WATER STOP AT CONCORD DISTRICT COURT

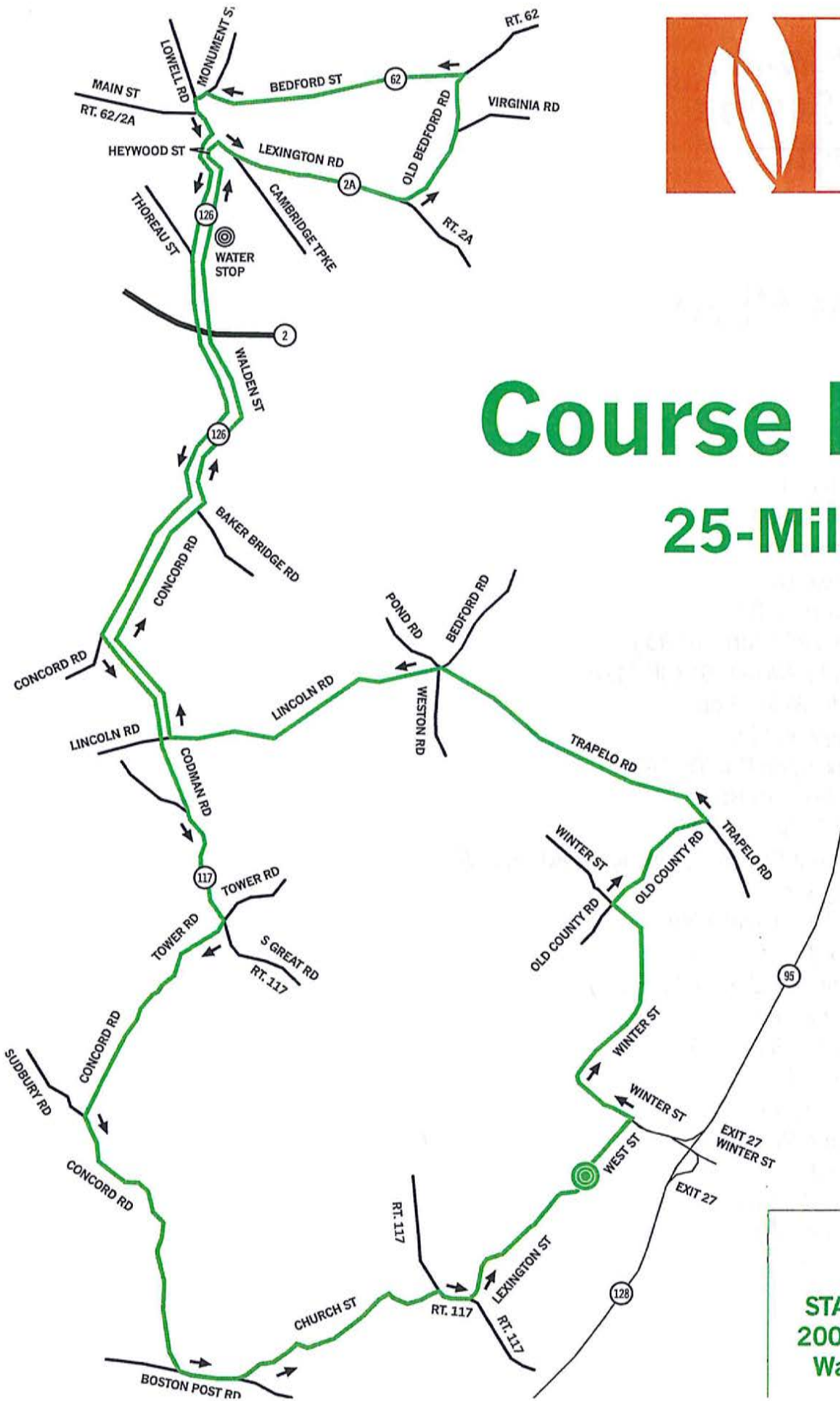
- 32.5 miles Turn LEFT onto Codman Rd.
- 33.6 miles Turn LEFT onto S. Great Rd./Route 117
- 34.25 miles Turn RIGHT onto Tower Rd.
 - Changes into Concord Rd.
- 35.6 miles Bear LEFT to stay on Concord Rd.
- 37.2 miles Turn LEFT onto Boston Post Rd.
- 37.6 miles Bear LEFT onto Church St.
- 38.9 miles Turn RIGHT onto North Ave./Route 117
- 39.0 miles Turn LEFT onto Lexington St.
 - Five (5) speed bumps
- 40.0 miles Turn RIGHT into 200 West St.

END



Course Map

25-Mile Ride



START/FINISH
 200 West Street
 Waltham, MA



25-Mile Ride

TURN BY TURN

Turn right onto West St.
 Turn left onto Winter St.
 Turn right onto Old County Rd.
 Turn left onto Trapelo Rd.
 Turn left onto Lincoln Rd.
 Turn right onto Codman Rd.
 Turn right onto SR 126 (Concord Rd.)
 Cross over Rt. 2 onto Walden St. (SR 126)
 Continue straight to Water Stop
 Turn right onto Heywood St.
 Turn right onto Lexington Rd. (Rt. 2A)
 Turn left onto Old Bedford Rd.
 Turn left onto SR 62 (Bedford St.)
 Go around Monument Square to Lexington Rd. (Rt. 2A)
 Turn right onto Heywood St.
 Turn left onto Walden St. (SR 126)
 Continue to Concord Water Stop
 Cross over Rt. 2 onto Walden St. (SR 126)
 Turn left onto Codman Rd.
 Turn left onto SR 117 (S Great Rd.)
 Turn right onto Tower Rd.
 Bear left onto Concord Rd.
 Bear left onto Boston Post Rd.
 Turn left onto Church St.
 Turn right onto SR 117 (North Ave)
 Turn left onto Lexington St.
 Go straight onto West St.
 End at 200 West St.

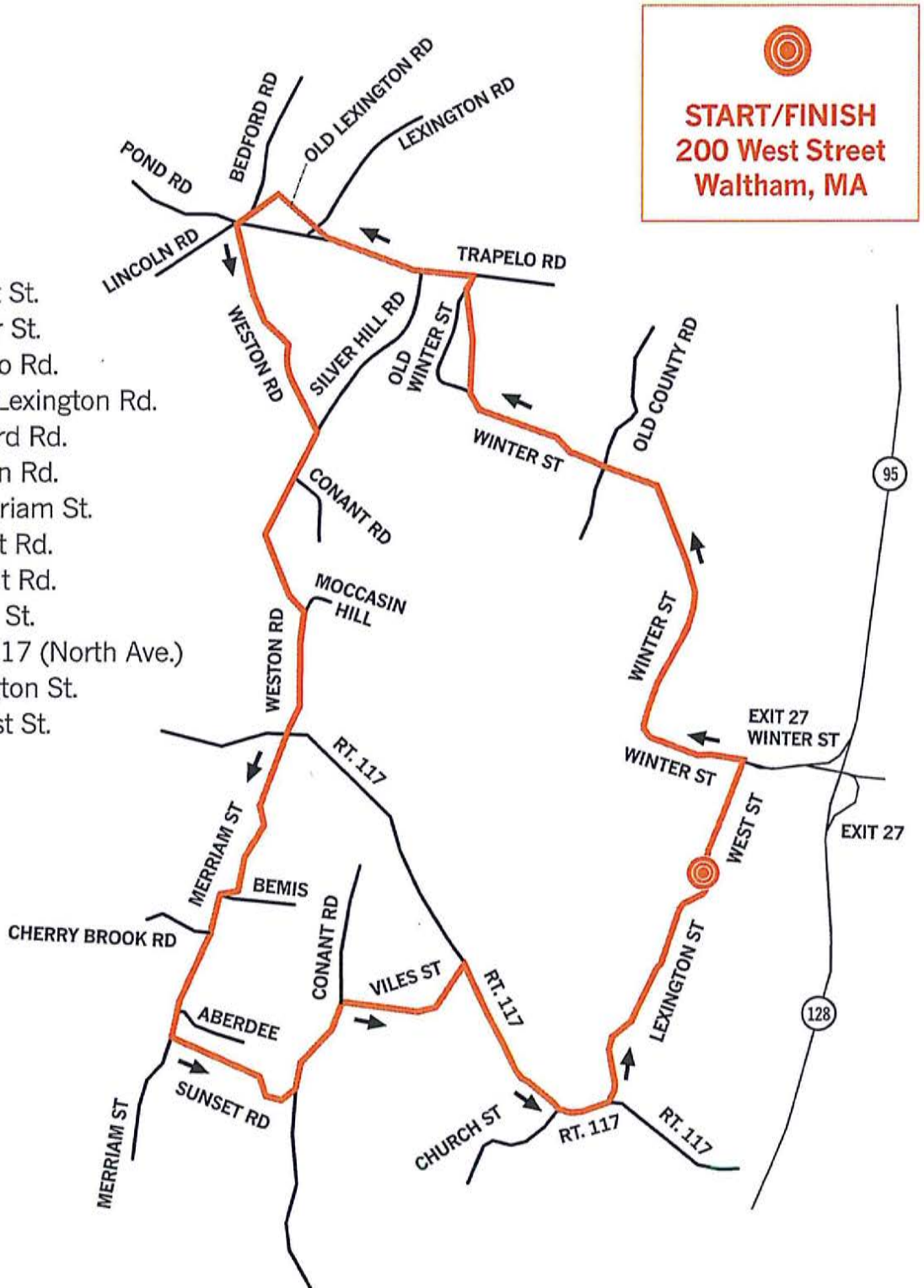


Course Map

10-Mile Ride

TURN BY TURN

- Turn right onto West St.
- Turn left onto Winter St.
- Turn left onto Trapelo Rd.
- Bear right onto Old Lexington Rd.
- Turn left onto Bedford Rd.
- Turn left onto Weston Rd.
- Stay straight on Merriam St.
- Turn left onto Sunset Rd.
- Turn left onto Conant Rd.
- Turn right onto Viles St.
- Turn right onto SR 117 (North Ave.)
- Turn left onto Lexington St.
- Go straight onto West St.
- End at 200 West St.




START/FINISH
200 West Street
Waltham, MA



The first and only truly specific products for route-marking **cycling** and **running** events! Using *RouteArrows* and *RouteLines* for your route-marking tasks decreases time and hassle and allows participants to freely enjoy your event!

These peel-and-stick paper route-marking arrows and lines come in **highly visible** colors. *RouteArrows* and *RouteLines* have a non-toxic water-based adhesive that stick to almost any dry road surface. Being just paper, this material disintegrates from daily traffic wear, leaving no trace! Why risk having disgruntled participants with a poorly marked route?

As events everywhere are discovering, "***This is the Way to Go!***"

What makes ***RouteArrows*** superior to other marking methods?

	<i>RouteArrows</i>	<i>RouteLines</i>	Signs	Paint
High Visibility	✓	✓	✓	?
Temporary	✓	✓	✓	
Need for Removal			✓	✓
Requires Storage			✓	
Prone to Vandalism			✓	
Eco-Friendly	✓	✓		
Versatility	✓	✓		
No-Mess Marking	✓	✓		
Distinctive Shape	✓			
Eases Permit Approval	✓	✓		
Simple/Easy Application	✓	✓		

- ✓ **How much do they cost?** Events w/ 500 riders using 3 rolls have a cost per rider of only 50¢
RouteArrows: (11.9" x 3" ea.) 250 arrows/roll at \$76/roll. Available in eight colors (*see color card*)
RouteLines: (195'x 3") \$75/roll. Comes in four colors: Green, Yellow, Pink, Orange (*see color card*)

- ✓ **How do I order *RouteArrows*?**
 Online! www.routearrows.com



"This is the Way to Go!"

Event Organizer Testimonials

The riders all said that there was absolutely no need for the cue sheets provided. Thanks again for your product and I'm sure we'll be using Route Arrows again next year. Regards: Joe Julian

...After seeing the route arrows we were hooked. Thanks again, and if you need any referrals just send them my way. Lieutenant Steve Bonini, El Cerrito Police Dept. [Special Olympics Fundraiser]

They work well, are easy to apply and the best part is they go away in our area, with limited rain, in five to six weeks. Being rural you don't get the traffic a more urban area gets. Dave McGrath [3F Century]

We love Routearrows! They are easy to apply, we don't have to clean them up, and they stick easily to our signs as well so everyone knows what to look for. Dani Lassiter

Thank you very much for your support of Wounded Warrior Project! Angela H.

I put them out [and] the day before it rained for 3 days straight and they held up just fine. Two weeks later they were gone. Thanks, Roger Antoniu

I direct a number of races, triathlon, Duathlon, aquathlon. I tried them out last summer...and loved them. I do our course setup for all of these events and use them. Steve Bussjaeger, TRI-OKC Triathlon Club of Oklahoma City, Route 66 Triathlon. USAT Certified RD

We've used them for about 5 years for the Tour de Foothills ride. They're easy to use and we get tons of compliments on our route marking. Thanks, Mike Basica

You have a great product that makes it uber easy for riders and route marking folks. Thank you! Richard A.

Randall, we got an overwhelming amount of positive feedback on the arrows- truly a great and efficient product. Everyone was pretty impressed. Thanks again, Eric Goetz, ReachAbove

Your "lines" have made my job so much easier and they look great as well. Mark Emery, Routing & Signs Coordinator Amgen Tour of California 2011, 2012, 2013.

The arrows are easy and bright and make marking multiple routes a cinch. Our riders love them! We love them because the services are reasonable, reliable and quick. Thank you, Routearrows! Julie and Ali, Managers, Tour de Cure—Maryland

RouteLines

RouteArrows' New Product is another great idea for events!

RouteLines can be used for:

- ✓ **Start - Finish lines:** Creates a polished and professional look!
- ✓ **BIG Arrows:** Instead of or in addition to the original size RouteArrows.
- ✓ **Mile Marker:** and other points on route: ½ way, summits, etc.
- ✓ **Route Labels:** use at start and at any route splits, i.e. "10K" "5K"
- ✓ **Hazards Marking:** cracks, potholes, abrupt edges, short poles, steps, etc.
- ✓ **Bright Colors:** Green, Orange, Yellow and Pink.
- ✓ **RouteLines!** On rolls, 3" wide x 195' long, \$75 ea.

**Boston Brain Tumor Ride Department Feedback
May 17, 2015**

DPW

From: Place, Bill
Sent: Friday, March 06, 2015 1:21 PM
Subject: **ACCEPTED**: Boston Brain Tumor Ride
When: Sunday, May 17, 2015 8:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

FIRE DEPARTMENT

From: Miles, William
Sent: Wednesday, March 11, 2015 7:16 AM
Subject: **ACCEPTED**: Boston Brain Tumor Ride
When: Sunday, May 17, 2015 8:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

PARK & RECREATION

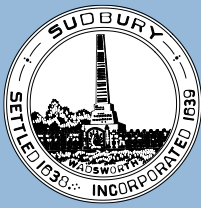
From: McShea, Nancy
Sent: Monday, March 09, 2015 1:15 PM
Subject: **ACCEPTED**: Boston Brain Tumor Ride
When: Sunday, May 17, 2015 8:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

Recreation has no problem with this event. -Nancy

POLICE DEPARTMENT

From: Nix, Scott
Sent: Monday, March 09, 2015 2:27 PM
Subject: **ACCEPTED**: Boston Brain Tumor Ride
When: Sunday, May 17, 2015 8:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

We do not have any issues with the event.



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

CONSENT CALENDAR ITEM

12: 11th Annual Relay for Life

REQUESTOR SECTION

Date of request:

Requestor: Brian Shea, American Cancer Society

Formal Title: Vote to approve a Special Permit to the American Cancer Society, to hold the “Relay for Life of Lincoln/Sudbury” on Saturday, May 30 at 4:00 P.M. through Sunday, May 31, 2015 at 7:00 A.M., subject to compliance with conditions outlined by the Peter Noyes School, the Police and Fire Departments, as well as Park and Recreation and the Presbyterian Church.

Recommendations/Suggested Motion/Vote: Vote to approve a Special Permit to the American Cancer Society, to hold the “Relay for Life of Lincoln/Sudbury” on Saturday, May 30 at 4:00 P.M. through Sunday, May 31, 2015 at 7:00 A.M., subject to compliance with conditions outlined by the Peter Noyes School, the Police and Fire Departments, as well as Park and Recreation and the Presbyterian Church.

Background Information:
CONSENT CALENDAR

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/24/2015 7:30 PM

MEETING NOTES SECTION

Board’s action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2015 MAR -9 A 11: 29

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

Email: selectmen@sudbury.ma.us

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

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

Organization Name American Cancer Society
Event Name Relay for Life of Lincoln/Sudbury
Organization Address 43 Nagog Park Acton MA 01720
Name of contact person in charge Brian Shea
Telephone Number(s) of contact _____ ll) _____
Email address _____
Date of event May 30 -31 Rain Date none
Starting time 4 p.m. Ending time 7 a.m.

Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to this application) The event takes place on the Noyes School field.

Anticipated number of participants 400
Assembly area (enclose written permission of owner if private property to be used for assembly) _____
Noyes school field

Organization that proceeds will go to American Cancer Society
Any other important information This will be th 11th Relay for Life of Lincoln/Sudbury!

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

Signature of Applicant Manisa Luty Date 3/6/15



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

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

Application Checklist:

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

↳ This will be provided by ACS when the event comes closer.

Please submit completed application and materials to:

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

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

Application received in Selectmen's office by _____ Date _____

Recommendation and requirements of Sudbury Chief of Police: _____

Signature of Police Chief _____ Date _____

Relay for Life Department Feedback May 30-31, 2015

DPW

From: Place, Bill
 Sent: Tuesday, March 10, 2015 6:45 AM
 Subject: **ACCEPTED**: Relay for Life of Lincoln/Sudbury
 When: Saturday, May 30, 2015 4:00 PM to Sunday, May 31, 2015 7:00 AM (UTC-05:00)
 Eastern Time (US & Canada).
 Where: Noyes School Field

FIRE DEPARTMENT

From: Miles, William
 Sent: Wednesday, March 11, 2015 7:16 AM
 Subject: **ACCEPTED**: Relay for Life of Lincoln/Sudbury
 When: Saturday, May 30, 2015 4:00 PM to Sunday, May 31, 2015 7:00 AM (UTC-05:00)
 Eastern Time (US & Canada).
 Where: Noyes School Field

PARK & RECREATION

I am not sure what to do at this point as if the fields are significantly delayed in opening it may make a big difference to baseball. I guess we just move forward with this and hope for the best. Thanks -Nancy



Nancy McShea CPRE, CPSI

Parks, Recreation, and Aquatics Director
 Sudbury Parks and Recreation Department
 Sudbury Parks and Recreation/Atkinson Pool – *A CAPRA Accredited Agency!*
 40 Fairbank Road Sudbury, MA 01776
 (978) 443-1092 x3259

www.recreation.sudbury.ma.us

Find [Sudbury Park and Recreation/Atkinson Pool](#) on Facebook!

From: Frank, Leila
 Sent: Monday, March 09, 2015 4:43 PM
 To: McShea, Nancy
 Subject: FW: Relay for Life

Hi Nancy,

Please see below the response from Marisa of Relay for Life. Please let me know your thoughts.

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
Fax) 978-443-0756

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

From: Marisa [<mailto:marisa@lutz-family.com>]
Sent: Monday, March 09, 2015 4:23 PM
To: Frank, Leila
Subject: Re: Relay for Life

Leila

I am afraid that as of 4 pm on Saturday, our event takes up the whole field. The baseball organization has always been very accommodating. The fields are 100% ready to go on Sunday morning.

Marisa

"Kindness is the language which the deaf can hear and the blind can see." Mark Twain

On Mar 9, 2015, at 4:18 PM, Frank, Leila <FrankL@sudbury.ma.us> wrote:

Hi Marisa,

Thank you for sending in the walk/run application for the Relay for Life. Below is a question from Park & Rec. Can you please respond at your earliest convenience?

Thank you,
Leila

I would respectfully request that they avoid the baseball field area so that we can have the baseball field continue to be used at the end of the day Saturday and first thing Sunday morning. It is possible that the spring season becomes shortened given the amount of snow

pack currently on the fields so teams will need all the days they can get on the fields that we have. Thanks -Nancy

POLICE DEPARTMENT

From: Nix, Scott

Sent: Thursday, March 12, 2015 1:55 PM

Subject: **ACCEPTED**: Relay for Life of Lincoln/Sudbury

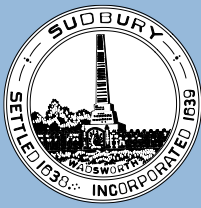
When: Saturday, May 30, 2015 4:00 PM to Sunday, May 31, 2015 7:00 AM (UTC-05:00)

Eastern Time (US & Canada).

Where: Noyes School Field

We do not have an issue with the event.

Attachment: Relay for Life Approvals (1240 : 11th Annual Relay for Life)



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

CONSENT CALENDAR ITEM

13: Patriot's Day Parade

REQUESTOR SECTION

Date of request:

Requestor: Brian Mixter, Sudbury Companies of Militia and Minute

Formal Title: Vote to Grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Sunday, April 19, 2015, from 5:30 A.M. through approximately 12:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the parade's conclusion.

Recommendations/Suggested Motion/Vote: Vote to Grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Sunday, April 19, 2015, from 5:30 A.M. through approximately 12:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the parade's conclusion.

Background Information:
CONSENT CALENDAR

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:



*Sudbury Companies of Militia and Minute
Sudbury, Massachusetts 01776*

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2015 MAR 12 P 1:17

March 6, 2015

Board of Selectmen
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Members of the Board of Selectmen:

On behalf of the Sudbury Companies of Militia and Minute, I am writing you to request permission for us to host our annual parade to commemorate Patriot's Day. As has been the tradition for the past 51 years, the Sudbury Companies of Militia and Minute will observe Patriot's Day on Sunday, April 19, 2015 with our annual March from Sudbury Center to the Old North Bridge in Concord. Our campaign will be approximately 40-50 strong.

Our route will follow the same path as last year, starting from the Sudbury Town and following Concord, Pantry and Dakin Roads. We will stop at the Old Town Cemetery and North Cemetery. We have contacted the Sudbury Police Department and have requested a patrol car to escort us to the Concord town line.

You will find a copy of our itinerary including an approximate timetable. I will be in discreet possession of a mobile phone during the march should it become necessary to communicate with you. If you should have any questions or require additional information from me prior to April 19, you can reach me at [REDACTED] (mobile) or [REDACTED] by mail at the address below.

Respectfully submitted,

Brian Mixter
Lt. Colonel
Sudbury Companies of Militia and Minute
P.O. Box 187
Sudbury, MA 01776

Attachment: Sudbury Companies Route of March for April 19, 2015



Sudbury Companies of Minute and Militia
Sudbury, Massachusetts 01776

Route of March for Sunday, April 19, 2015

East Sudbury Center (Wayland Center)

3:45 am	Assembly of Troops at the First Parish Church, Wayland
4:00 am	Depart First Parish Church
4:05 am	Grout-Heard House - Flag Raising & Salute
4:10 am	Continue March North on Old Sudbury Road
4:50 am	Olde East Company Training Field - Fire Salute
5:15 am	Arrive at "Wayland Town Center" shopping area.
5:20 am	Depart by carriage and coach to Sudbury Center

Sudbury Center

5:30 am	Assembly of all participants for the March to Concord
5:45 am	Begin March to Concord
5:50 am	Olde Town Cemetery - Fire Salute
5:55 am	Proceed along Concord Road to Pantry Road
6:30 am	North Cemetery - Fire Salute
6:35 am	Continue on Pantry Road towards Dakin Road
7:00 am	Becomes Old Picard Road at Concord Line - Fire last Salute
7:15 am	Concord Middle School - Refreshment stop
7:30 am	Proceed on Old Marlboro Road, left onto Cottage Street
7:55 am	Baker Avenue
8:10 am	Cross Route 2 proceed to Assabet Avenue
8:30 am	Traverse private land to the rail road trestle (10min stop)
8:40 am	Rail road trestle to Lee Dr.
9:00 am	Proceed to Honorable Col. Barrett's home (15min stop)
9:15 am	Continue down Barretts Mill Rd
9:30:am	Barretts Mill Rd to Barnes Hill Rd
9:45 am	Barnes Hill Rd becomes Esabrook Rd.
10:00 am	Arrive at North Bridge Visitor Center
10:15 am	Inspection of the troops by NPS
10:45 am	Ceremonies on North Bridge Honoring the Brave Souls of our Ancestors
11:30 am	Return to Wayside Inn for Flag Ceremony
12:00 noon	Flag Changing Ceremony over Front Door of the Wayside Inn

**Sudbury Companies of Minute and Militia Patriot's Day Parade
April 19, 2015**

DPW

From: Place, Bill
Sent: Tuesday, March 17, 2015 11:23 AM
To: Frank, Leila
Subject: RE: Patriot's Day Parade Feedback

Leila **never had a problem in all the years I have been here.**

Bill.

FIRE DEPARTMENT

From: Miles, William
Sent: Wednesday, March 18, 2015 8:38 AM
Subject: **ACCEPTED**: Patriot's Day Parade
When: Sunday, April 19, 2015 5:30 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

PARK & RECREATION

From: McShea, Nancy
Sent: Friday, March 13, 2015 5:58 PM
Subject: **ACCEPTED**: Patriot's Day Parade
When: Sunday, April 19, 2015 5:30 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

POLICE DEPARTMENT

From: Nix, Scott
Sent: Tuesday, March 17, 2015 3:14 PM
Subject: **ACCEPTED**: Patriot's Day Parade
When: Sunday, April 19, 2015 5:30 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

Attachment: Patriot's Day Parade Approvals (1243 : Patriot's Day Parade)

From: Nix, Scott
Sent: Wednesday, March 18, 2015 9:22 AM
Subject: RE: Patriot's Day Parade

That is great, thank you for the follow up.

Respectfully,
Scott Nix

From: Brian Mixer
Sent: Tuesday, March 17, 2015 3:52 PM
To: Frank, Leila
Cc: Chris Woolf; Dana Rock
Subject: Re: Patriot's Day Parade

Sorry about missing the statement from Chief Nix. We do not have a horse rider at the moment. The person that rode with us last year is no longer affiliated with the Sudbury Company of Minute and Militia so there will be no issue with him.

We may have another rider or two with us that are much more polished and if they do attend I ensure you that there will not be the same problems that we have had in the past.

If there are any further concerns about the march please feel free to contact me.

Thank you,
Brian Mixer
Lt. Colonel SCMM

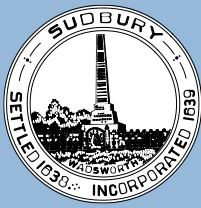
From: Nix, Scott
Sent: Tuesday, March 17, 2015 11:14 AM
To: Frank, Leila
Subject: Patriot's Day Parade

Leila,

The traditional Patriot's Day Parade is a great event but I would like to emphasize appropriate behavior is paramount in respecting the residents and their property along the route. During past events we have had negative reports from unhappy residents to include horses maneuvering through private property causing some damage. It is great to honor our heritage and I fully support the event with proper supervision from the organizers.

Respectfully,

Scott Nix
Chief of Police



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

CONSENT CALENDAR ITEM

14: Framingham Union Aid Association Grant Acceptance

REQUESTOR SECTION

Date of request: March 17, 2015

Requestor: Bill Miles, Fire Chief

Formal Title: Vote to accept Framingham Union Aid Association, Inc. Grant in the amount of \$1,360 as requested by William Miles, Fire Chief, said funds to be used to purchase a Gas Generator for Medical Assistance.

Recommendations/Suggested Motion/Vote: Vote to accept Framingham Union Aid Association, Inc. Grant in the amount of \$1,360 as requested by William Miles, Fire Chief, said funds to be used to purchase a Gas Generator for Medical Assistance.

Background Information:
Please see award letter attached.

Financial impact expected:\$1,360 to Fire Department for purchase of Gas Generator for Medical Assistance

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

03/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Framingham Union Aid Association Inc.

115 Lincoln Street
Framingham, Massachusetts 01702
508-383-1299

March 13, 2015

Sudbury Fire Department
77 Hudson Road
Sudbury, MA 01776
ATTN: William Miles, Fire Chief

I am pleased to inform you that Framingham Union Aid Association, Inc. has awarded you a grant in the amount of \$1,360.00 to be used for the purchase of a Gas Generator for Medical Assistance.

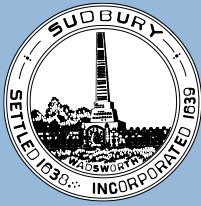
I would like to cordially invite you and a colleague to be our guests at a reception to be held at the MetroWest Medical Center, McPherson Hall in the Medical Arts Building, 85 Lincoln Street, Framingham on Monday, April 13, 2015 at 10:00 a.m. Coffee and pastries will be served, followed by the presentation of the grants. At this time, the members of the Aid would like to hear how you will use the grant. Please limit the overview to 3-4 minutes. Please RSVP by April 3rd to me at 508-881-4575, or at lje58@comcast.net to whether one or two people will be attending. If you have any questions regarding the presentation, I will be happy to speak with you.

I would like to remind you that, as part of our grant program, and as stated in the grant application, we **require a performance report to be submitted no later than February 1, 2016**, describing and evaluating the outcome of your project along with an accounting of the money you received. This is a very important responsibility that you must accept and complete. The grant money may be used for only the purpose described in your grant application.

Sincerely yours,



Leslie Elkins
Grant Committee Co-Chair



SUDBURY BOARD OF SELECTMEN
Tuesday, March 24, 2015

CONSENT CALENDAR ITEM

15: RTCAC Resignation

REQUESTOR SECTION

Date of request: March 17, 2015

Requested by: Leila S. Frank

Formal Title: Vote to accept the resignation of Nancy Powers, 201 Union Avenue, from the Rail Trail Conversion Advisory Committee, and to thank her for her service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignation of Nancy Powers, 201 Union Avenue, from the Rail Trail Conversion Advisory Committee, and to thank her for her service to the Town.

Background Information:

See attached

Financial impact expected: not applicable

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/24/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Frank, Leila

From: Nancy <nancypowers13@verizon.net>
Sent: Thursday, March 12, 2015 5:14 PM
To: Selectmen's Office
Subject: Resignation

I just received the invitation to the open meeting law meeting. However, I will soon be moving out of Sudbury (after 38 years!) therefore I need to resign my position on the RTCAC committee. I am still a big proponent of rail trails and will be voting positively for whatever comes up before we move. We are, in fact, moving very close to the beginning of the Assabet Rail Trail and am looking forward to making use of it. Thank you for the opportunity to serve on this committee.

Nancy Powers
201 Union Ave.

Sent from my iPad

Attachment: Powers RTCAC Resignation (1245 : RTCAC Resignation)