

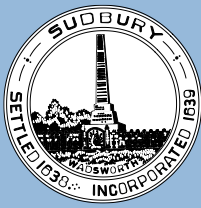
SUDBURY BOARD OF SELECTMEN
TUESDAY APRIL 7, 2015
7:30 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	7:30 PM		CALL TO ORDER
	7:30 PM		Opening remarks by Chairman
	7:35 PM		Reports from Town Manager
	7:40 PM		Reports from Selectmen
	7:45 PM		Citizen's comments on items not on agenda
TIMED ITEMS			
1.	7:55 PM	<i>VOTE</i>	Vote to approve the appointment of Jay Zachariah, 140 Stockfarm Lane, as a Trustee to the Sudbury Housing Trust for a term ending April 30, 2016, and to sign the Certificate of Appointment of Trustee and Acceptance to be recorded at the Middlesex South District Registry of Deeds.
PUBLIC HEARING			
2.	8:00 PM	<i>VOTE / SIGN</i>	As the licensing authority for the Town of Sudbury, vote on whether to approve the application of Carlisle River, Inc, d/b/a Erica's Restaurant, 470 North Rd., Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Erica Cannarozzi, Manager.
TIMED ITEMS			
3.	8:15 PM	<i>VOTE / SIGN</i>	Discussion on the appointment of two at-large members to the Town Hall Blue Ribbon Committee as recommended by Jody Kablack, Director of Planning and Community Development, and Jim Kelly, Facilities Manager. Following discussion, vote on whether or not to appoint Christopher Morely, 321 Old Lancaster Road, and Howard Gold, 18 Moran Circle, to this committee for a term ending 6/30/16.
4.	8:25 PM	<i>VOTE</i>	Discuss petition article with Dan DePompei and vote position on this article
5.	8:30 PM	<i>VOTE</i>	Discuss petition articles with Andrew Sullivan and vote positions on these articles
6.	8:40 PM	<i>VOTE</i>	Vote on positions on Town meeting articles, as well as speaking assignments and presentations

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
MISCELLANEOUS			
7.		<i>VOTE</i>	Discussion and vote on recommendations regarding use of Free Cash and Capital Exclusions
8.		<i>VOTE</i>	Vote to call a Special Town Election to be held May 19, 2015, and vote to place one or more capital exclusion Ballot Questions (see attachment) on the Warrant for the Special Town Election of May 19, 2015, with notification to the Town Clerk; and further, to direct the Proponents of the Article to write the arguments in favor, and, if there is no organized opposition, to direct Town Counsel to prepare the arguments in opposition for the Warrant in accordance with the Special Act
9.		<i>VOTE</i>	Vote to approve ballot questions for Special Town Election
10.		<i>VOTE / SIGN</i>	Vote to sign 2015 Annual Town Meeting/Special Town Meeting warrant which goes to print Thursday, April 9th.
11.		<i>VOTE</i>	Vote to accept Special Town Meeting articles and take positions on all articles as well as who will speak on and present each article
12.		<i>VOTE</i>	Discussion and vote on when to interview Town Manager Search Firms
CONSENT CALENDAR			
13.		<i>VOTE</i>	Vote to refer Article IX, the Zoning Bylaw, Section 7000, Definitions, to the Planning Board, by replacing the words "three (3)" with the words "four (4)" in the definition of Dog Kennel, or act on anything relative thereto, as recommended by Jody Kablack, Director of Planning and Community Development.
14.		<i>VOTE</i>	Vote to approve the FY16 rates for transfer station stickers as recommended by DPW Management Analyst, Nancy Azzariti, who is advising leaving them at the FY15 amounts.
15.		<i>VOTE / SIGN</i>	Vote to approve (or disapprove) Utility Petition #15-01 for joint petition by NSTAR Electric Company and Verizon New England, Inc to relocate a pole 78/209 to provide clearance for access to a new subdivision at the intersection of Anthony Drive and North Road, as requested by William D. Lemos, Supervisor, Rights and Permits, NSTAR Electric Company, in a letter dated February 24, 2015.
16.		<i>VOTE</i>	Vote to approve the regular session minutes of March 10, 2015.
17.		<i>VOTE</i>	Vote to accept the resignation of Elizabeth Ingersoll, 150 North Road, Unit #39, from the Council on Aging, and to thank her for her service to the Town.
18.		<i>VOTE</i>	Vote to grant a special permit for the Annual Sudbury Spring Sprint Triathlon to be held on Sunday, May 17, 2015, and the 6th Annual TriSprouts Children's Triathlon on Saturday, May 16, 2015.

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



SUDBURY BOARD OF SELECTMEN

Tuesday, April 7, 2015

TIMED ITEM

1: Sudbury Housing Trust - Interview Candidate for Appointment

REQUESTOR SECTION

Date of request: March 17, 2015

Requested by: Jody Kablack

Formal Title: Vote to approve the appointment of Jay Zachariah, 140 Stockfarm Lane, as a Trustee to the Sudbury Housing Trust for a term ending April 30, 2016, and to sign the Certificate of Appointment of Trustee and Acceptance to be recorded at the Middlesex South District Registry of Deeds.

Recommendations/Suggested Motion/Vote: Vote to approve the appointment of Jay Zachariah, 140 Stockfarm Lane, as a Trustee to the Sudbury Housing Trust for a term ending April 30, 2016, and to sign the Certificate of Appointment of Trustee and Acceptance to be recorded at the Middlesex South District Registry of Deeds.

Background Information:

Appointment of Jay Zachariah to the Sudbury Housing Trust to fill an open vacancy occasioned by the resignation of Peter Crowe, as recommended by an endorsement vote by the Sudbury Housing Trust at their meeting of March 10, 2015.

Please see attached application.

Financial impact expected:NA

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

04/07/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

**TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT**

BOARD OF SELECTMEN
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: _____

Name: _____

Address: _____ Email Address: _____

Home phone: _____ Work or Cell phone: _____

Years lived in Sudbury: _____

Brief resume of background and pertinent experience:

Municipal experience (if applicable):

Educational background:

Reason for your interest in serving:

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

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

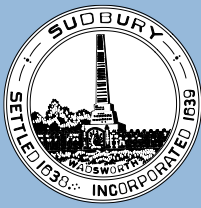
_____ (Initial here that you have read, understand and agree to the following statement)

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

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

Signature _____ Date _____

Attachment: Jay Zachariah Application_SHT (1253 : Sudbury Housing Trust - Interview Candidate for Appointment)



SUDBURY BOARD OF SELECTMEN

Tuesday, April 7, 2015

PUBLIC HEARING

2: Erica's Restaurant All Alcoholic Beverages Restaurant License

REQUESTOR SECTION

Date of request:

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

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

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

Background Information:
Please see application attached.

Financial impact expected:\$3,500 Application Fee

Approximate agenda time requested: 15 minutes

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

Review:

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

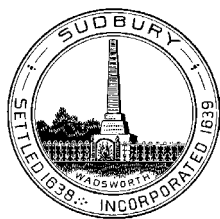
04/07/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:



Town of Sudbury

Office of Selectmen

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

selectmen@sudbury.ma.us

4/3/15

TO: Board

From: Patty Golden

RE: **Erica's Restaurant – Lease Comparison**

Please find attached a comparison between the original lease and the amended lease for Erica's Restaurant. You may find this useful when reviewing this item for the 4/7/15 meeting.

It appears that the main substantive change seems to be under item 4. Rent; Real Estate Taxes on page 1.

Thank you.

Attachment: Memo to BOS lease comparison (1257 : Erica's Restaurant All Alcoholic Beverages Restaurant License)

Summary
3/23/2015 11:34:41 AM

Differences exist between documents.

New Document:

[Amended Lease](#)

4 pages (2.60 MB)

3/23/2015 11:34:38 AM

Used to display results.

Old Document:

[Original Lease](#)

4 pages (2.47 MB)

3/23/2015 11:34:37 AM

[Get started: first change is on page 1.](#)


No pages were deleted

How to read this report

Highlight indicates a change.

Deleted indicates deleted content.

 indicates pages were changed.

 indicates pages were moved.

AMENDED COMMERCIAL LEASE

- 1. PARTIES** **SAMUEL J. CANNAROZZI**, as he is Trustee of **SIERRAS REALTY TRUST**, a trust created by an instrument dated December 29, 1989 recorded with the Middlesex Registry of Deeds at Book 21117, Page 236 LESSOR, which expression shall include its successors, and assigns where the context so admits, does hereby lease to **CARLISLE RIVER INC.**
- 2. PREMISES** LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
- The premises known and numbered as 470 North Road, Sudbury, Massachusetts.**
- 3. TERM** The term of this lease shall be for **ten (10) years** commencing on **November 19, 2014** and ending on **November 18, 2024.**
- 4. RENT**
- Base Rent.**
- The LESSEE shall pay to the LESSOR fixed base rent at the rate of **\$48,079** dollars per year, payable in advance in monthly installments of **\$4,006.58**, subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction. **Payment of monthly rent shall commence on the first of the first full month after thirty (30) days from opening of the restaurant to be operated by LESSEE on the Premises.**
- Additional Rent.**
- Real Estate Taxes.** The LESSEE is not responsible for the payment of real estate taxes on the Premises; provided, however, that the LESSEE shall pay LESSOR the amount of the real estate taxes (which shall include all betterment assessments) attributable to the demised premises for any tax year falling wholly or in part within the term. Tenant's tax share shall be paid in equal monthly installments as additional rent hereunder, in the same time and manner as the base rent. The amount of LESSEE's monthly installments shall be increased or decreased, as the case may be, upon LESSEE's receipt of an estimate by LESSOR of real estate taxes for the then current tax year. LESSOR shall send LESSEE an annual statement showing the total of LESSEE's payments for real estate taxes for the then current tax year. In the event that LESSEE's payments of real estate taxes for a tax year as shown in said annual statement exceeds the amount of LESSEE's payments for that tax year, LESSEE shall forthwith pay the balance of its share of such real estate taxes; in the event that LESSEE's share of real estate taxes is less than the amount of LESSEE's payments for any tax year, the excess of such payments shall be applied to LESSEE's payments for the next succeeding tax year. In the event that LESSOR obtains an abatement of real estate taxes for any tax year during the term hereof, then LESSEE's tax payments for such tax year shall be adjusted to reflect such abatement. LESSOR shall, prior to calculating such adjustment, be entitled to recover any fees incurred in prosecuting such abatement, including, without limitation, the cost of attorneys' and experts' fees, together with an administrative charge of fifteen (15%) percent of the amount of such abatement for time expended by LESSOR's representatives in prosecuting such abatement.
- Insurance.** LESSEE shall pay LESSOR the amount of insurance premiums incurred by the LESSOR attributable to the demised premises for any coverage year falling wholly or in part within the term. LESSOR shall send LESSEE an annual statement showing the total of LESSEE's payments or bills for insurance coverage and LESSEE will pay said insurance premiums within fourteen (14) days of receipt of said copy of the insurance tax bill. LESSEE may opt to pay estimated insurance premiums, in whole or in part, in anticipation of the LESSOR's receipt of the actual insurance bill. LESSOR shall give LESSEE credit for any payments received by LESSOR prior to its receipt of the insurance bill, said payments having been designated by the LESSEE as "Estimated Insurance Payment".
- 5. UTILITIES** The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises. The LESSOR agrees to provide all other utility service all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.
- LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such

installation shall be subject to the written consent of the LESSOR.

6. USE OF LEASED PREMISES

The LESSEE shall use the leased premises only for those uses allowed in **Town of Sudbury**.

7. COMPLIANCE WITH LAWS

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

8. FIRE INSURANCE

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

9. MAINTENANCE

A. LESSEE'S OBLIGATIONS

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

B. LESSOR'S OBLIGATIONS

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

10. ALTERATIONS

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

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

11. ASSIGNMENT-SUBLEASING

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

12. SUBORDINATION

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

13. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3)

months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

14. INDEMNIFICATION AND LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by any negligence or misconduct occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the parking areas and sidewalks bordering upon the leased premises shall be LESSOR's responsibility.

15. LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$1,000,000 with property damage insurance in limits of \$1,000,000 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

16. FIRE, CASUALTY- EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, properly, or equipment.

17. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 18 percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

18. NOTICE


Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at 68 WILLOW STREET, ACTON,

MASSACHUSETTS 01720.

- 19. SURRENDER The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property. ▲
- 20. CONDITION OF PREMISES Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE. ▲
- 21. FORCE MAJEURE In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.
- 22. LATE CHARGE If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues. ▲
- 23. LIABILITY OF OWNER No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder. ▲
- 24. CLEANING The LESSEE shall keep the leased premises in a clean and sanitary condition, free of rodents and vermin. The LESSEE shall suitably store all trash and rubbish and arrange for the removal thereof at least daily to the common dumpster provided by the LESSOR. The LESSOR shall be responsible for cleaning the common hallways, walkways and lavatories serving the leased premises. ▲
- 25. SIGNS Subject to the LESSEE=s obtaining all necessary governmental licenses and permits therefor, the LESSOR shall not unreasonably withhold its consent pursuant to Article 11A to the installation by the LESSEE at its expense of appropriate signs outside the building identifying the LESSEE=s business in the leased premises. ▲

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this 15 day of March, 2015.

LESSEE:
CARLISLE RIVER INC ▲
By


Erica S. Cannarozzi, President

LESSOR:
SIERRAS REALTY TRUST
By


Samuel J. Cannarozzi, Trustee

Attachment: Memo to BOS lease comparison (1257 : Erica's Restaurant All Alcoholic Beverages Restaurant License)



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

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

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

ECRT CODE: RETA

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

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

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

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

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

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

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Sudbury

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

1. LICENSEE INFORMATION:

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

2015 MAR 20 P 3: 16

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

C. Manager of Record: Erica Cannarozzi

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

E. Address of Licensed Premises: 470 North Road

City/Town: Sudbury

State: MA

Zip: 01776

F. Business Phone: (978) 443-0820

G. Cell Phone:

H. Email:

I. Website: www.ericasrestaurant.com

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

City/Town: Acton

State: MA

Zip: 01720

2. TRANSACTION:

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

The following transactions must be processed as new licenses:

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

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

3. TYPE OF LICENSE:

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

4. LICENSE CATEGORY:

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

5. LICENSE CLASS:

- Annual
 Seasonal

CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Erica Cannarozzi

ADDRESS: 68 Willow Street

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

CONTACT PHONE NUMBER: (978) 771-0410 FAX NUMBER:

EMAIL: ecannarozz@aol.com

7. DESCRIPTION OF PREMISES:

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

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

Total Square Footage: 2754 Number of Entrances: 1 Number of Exits: 4

Occupancy Number: 118 Seating Capacity: 62

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

8. OCCUPANCY OF PREMISES:

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

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

Other:

Landlord is a(n): Trust Other:

Name: Sierras Realty Trust Phone:

Address: 470 North Road City/Town: Sudbury State: MA Zip: 01776

Initial Lease Term: Beginning Date 11/19/2014 Ending Date 11/18/2024

Renewal Term: N/A Options/Extensions at: N/A Years Each

Rent: \$48,079.00 Per Year Rent: \$4,006.58 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?

Yes No

IMPORTANT ATTACHMENTS(4):

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

The Applicant is a(n):

Corporation

Other :

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

Date of Incorporation/Organization:

11/18/2014

State of Incorporation/Organization: MA

Is the Corporation publicly traded? Yes No **10. INTERESTS IN THIS LICENSE:**

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

IMPORTANT ATTACHMENTS (5):A. All individuals or entities listed below are required to complete a [Personal Information Form](#).B. All shareholders, LLC members or other individuals with any ownership in this license must complete a [CORI Release Form](#).

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Erica Cannarozzi	President	100%	none
Erica Cannarozzi	Treasurer	100%	none
Erica Cannarozzi	Secretary	100%	none
Erica Cannarozzi	Director	100%	none

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

11. EXISTING INTEREST IN OTHER LICENSES:Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list said interest below:

Name	License Type	Licensee Name & Address
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

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

2. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES.

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

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

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

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

Date	License	Reason of Suspension, Revocation or Cancellation

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

A.) For Individual(s):

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

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

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

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

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

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

A.) For Individual(s):

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

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

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

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

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

6. COSTS ASSOCIATED WITH LICENSE TRANSACTION.

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

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

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

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

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

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

A.

Name	Dollar Amount	Type of Financing

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

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

If yes, please describe:

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

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

1. If yes, to whom:

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

5. Terms of Loan :

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

1. If yes, to whom:

2. Number of Shares:

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

If yes, to whom:

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

20. CONSTRUCTION OF PREMISES:

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

21. ANTICIPATED OPENING DATE:

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

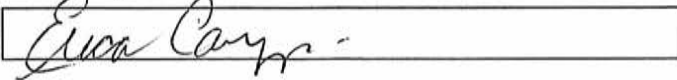
APPLICANT'S STATEMENT

I, Erica Cannarozzi the sole proprietor; partner; corporate principal; LLC/LLP member
of Carlisle River Inc., hereby submit this application for full liquor license (hereinafter the
"Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and
together with the LLA collectively the "Licensing Authorities") for approval.

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

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

Signature:



Date:

03/17/2015

Title:

President

THE COMMONWEALTH OF MASSACHUSETTS

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

November 18, 2014 02:25 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

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

ARTICLE I

The exact name of the corporation is:

CARLISLE RIVER INC.

ARTICLE II

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

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

ARTICLE III

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

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

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

ARTICLE IV

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

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

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

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

ARTICLE VI

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

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

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

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

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

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

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

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

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

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

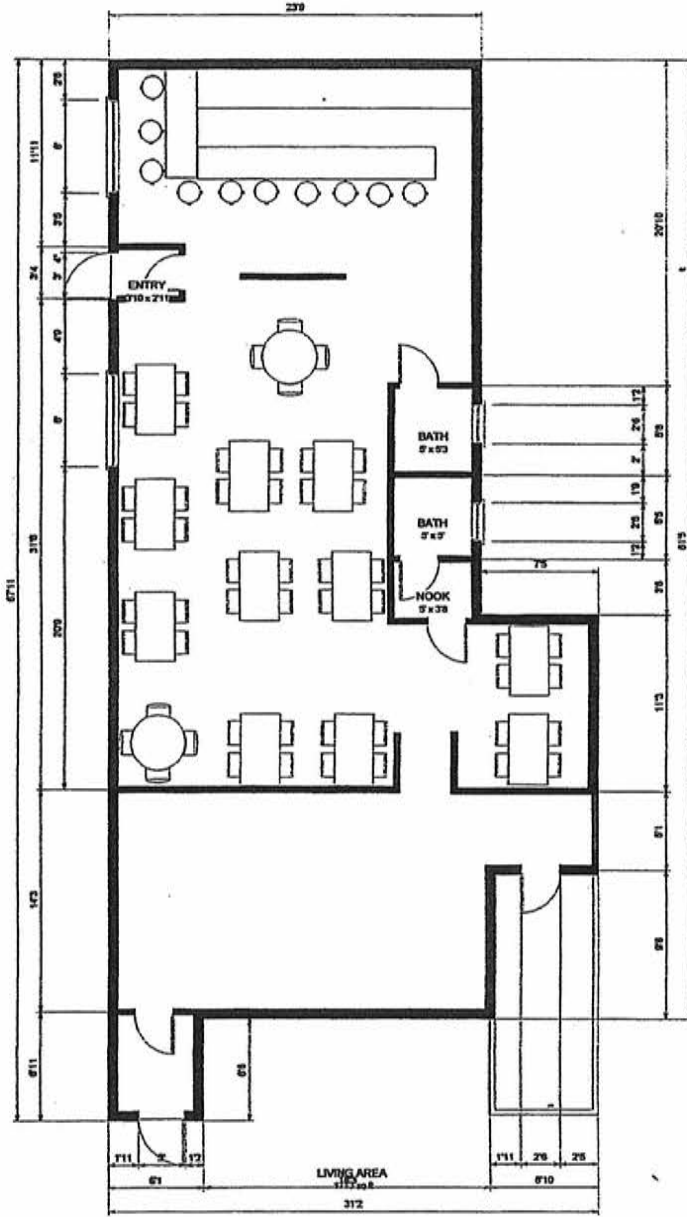
which is

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

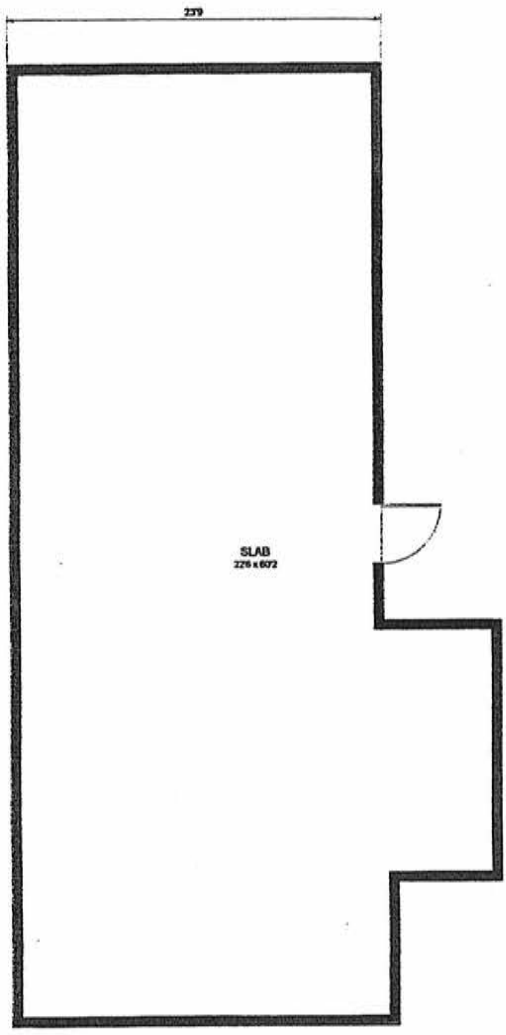
Signed this 18 Day of November, 2014 at 2:27:03 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity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

ERICA S CANNAROZZI

First Floor



Basement



SLAB
226 x 672

LIVING AREA
1569 sq ft

AMENDED COMMERCIAL LEASE

1. PARTIES **SAMUEL J. CANNAROZZI, as he is Trustee of SIERRAS REALTY TRUST, , a trust created by an instrument dated December 29, 1989 recorded with the Middlesex Registry of Deeds at Book 21117, Page 236LESSOR, which expression shall include its successors, and assigns where the context so admits, does hereby lease to CARLISLE RIVER INC.**
2. PREMISES LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
- The premises known and numbered as 470 North Road, Sudbury, Massachusetts.**
3. TERM The term of this lease shall be for **ten (10) years** commencing on **November 19, 2014** and ending on **November 18, 2024.**
4. RENT **Base Rent.**
- The LESSEE shall pay to the LESSOR fixed base rent at the rate of **\$48,079** dollars per year, payable in advance in monthly installments of **\$4,006.58**, subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction. Payment of monthly rent shall commence on the first of the first full month after thirty (30) days from opening of the restaurant to be operated by LESSEE on the Premises.
- Additional Rent.**
- Real Estate Taxes. The LESSEE is not responsible for the payment of real estate taxes on the Premises; provided, however, that the LESSEE shall pay LESSOR the amount of the real estate taxes (which shall include all betterment assessments) attributable to the demised premises for any tax year falling wholly or in part within the term. Tenant's tax share shall be paid in equal monthly installments as additional rent hereunder, in the same time and manner as the base rent. The amount of LESSEE=s monthly installments shall be increased or decreased, as the case may be, upon LESSEE=s receipt of an estimate by LESSOR of real estate taxes for the then current tax year. LESSOR shall send LESSEE an annual statement showing the total of LESSEE=s payments for real estate taxes for the then current tax year. In the event that LESSEE=s payments of real estate taxes for a tax year as shown in said annual statement exceeds the amount of LESSEE's payments for that tax year, LESSEE shall forthwith pay the balance of its share of such real estate taxes; in the event that LESSEE's share of real estate taxes is less than the amount of LESSEE's payments for any tax year, the excess of such payments shall be applied to LESSEE's payments for the next succeeding tax year. In the event that LESSOR obtains an abatement of real estate taxes for any tax year during the term hereof, then LESSEE's tax payments for such tax year shall be adjusted to reflect such abatement. LESSOR shall, prior to calculating such adjustment, be entitled to recover any fees incurred in prosecuting such abatement, including, without limitation, the cost of attorneys' and experts' fees, together with an administrative charge of fifteen (15%) percent of the amount of such abatement for time expended by LESSOR's representatives in prosecuting such abatement.
- Insurance. LESSEE shall pay LESSOR the amount of insurance premiums incurred by the LESSOR attributable to the demised premises for any coverage year falling wholly or in part within the term. LESSOR shall send LESSEE an annual statement showing the total of LESSEE's payments or bills for insurance coverage and LESSEE will pay said insurance premiums within fourteen (14) days of receipt of said copy of the insurance tax bill. LESSEE may opt to pay estimated insurance premiums, in whole or in part, in anticipation of the LESSOR's receipt of the actual insurance bill. LESSOR shall give LESSEE credit for any payments received by LESSOR prior to its receipt of the insurance bill, said payments having been designated by the LESSEE as "Estimated Insurance Payment".
5. UTILITIES The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises. The LESSOR agrees to provide all other utility service all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.
- LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such

installation shall be subject to the written consent of the LESSOR.

6. USE OF LEASED PREMISES The LESSEE shall use the leased premises only for those uses allowed in **Town of Sudbury**.
7. COMPLIANCE WITH LAWS The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.
8. FIRE INSURANCE The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.
9. MAINTENANCE
- A. LESSEE'S OBLIGATIONS The LESSEE agrees to maintain the interior of the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.
- B. LESSOR'S OBLIGATIONS The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.
10. ALTERATIONS - The LESSEE may make structural alterations, additions, or non-structural alterations to the leased premises, provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.
- Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
11. ASSIGNMENT-SUBLEASING The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease. **In the event that the LESSOR consents to an assignment or a sublet, LESSEE shall pay to LESSOR, as additional rent, ninety (90) percent of any increase over the rent reserved hereunder charged by the LESSEE to its assignee or subtenant.**
12. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.
13. LESSOR'S ACCESS The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3)

months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

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

MASSACHUSETTS 01720.


19. SURRENDER The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
20. CONDITION OF PREMISES Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.
21. FORCE MAJEURE In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.
22. LATE CHARGE If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.
23. LIABILITY OF OWNER No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.
24. CLEANING The LESSEE shall keep the leased premises in a clean and sanitary condition, free of rodents and vermin. The LESSEE shall suitably store all trash and rubbish and arrange for the removal thereof at least daily to the common dumpster provided by the LESSOR. The LESSOR shall be responsible for cleaning the common hallways, walkways and lavatories serving the leased premises.
25. SIGNS Subject to the LESSEE=s obtaining all necessary governmental licenses and permits therefor, the LESSOR shall not unreasonably withhold its consent pursuant to Article 11A to the installation by the LESSEE at its expense of appropriate signs outside the building identifying the LESSEE=s business in the leased premises.

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this 15 day of March, 2015.

LESSEE:
CARLISLE RIVER INC
By


Erica S. Cannarozzi, President

LESSOR:
SIERRAS REALTY TRUST
By


Samuel J. Cannarozzi, Trustee



THE COMMONWEALTH OF MASSACHUSETTS
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Date

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

November 18, 2014

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

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

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



Erica S. Cannarozzi, Sole Shareholder

E

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

November 18, 2014

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

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



Erica S. Cannarozzi, Sole Shareholder

E


BILL OF SALE

This Bill of Sale is made on this 10th day of December, 2014 between Samuel Cannarozzi as he is President of Sierras, Inc. ("Seller") and CARLISLE RIVER INC., a Massachusetts corporation having its principal office at 68 Willow Street, Acton, MA 01720 ("Buyer").

In exchange for the monetary consideration of One Dollar (\$1), Seller acknowledges receipt of the funds and agrees to sell, grant, transfer, and deliver to Buyer all of the Seller's right, title, and interest in the goods listed in Exhibit A annexed hereto and made part hereof (the "Goods").

Sierras, Inc

By

 PRESIDENT

Samuel Cannarozzi, President and Treasurer

Exhibit A

2 gas-fired tube fryers

2 gas ranges

1 gas charbroiler

2 chest freezer

1 walk-in cooler

1 keg cooler

4 worktables

1 heavy-duty mixer

1 scullery sink

1 hand sink

smallwares – dishes, glasses, utensils, etc.

1 ice storage bin

1 3-compartment bar sink

1 bottle cooler

1 3-head direct draw draft tower

1 cash register

3 televisions

8 barstools

16 dining room tables

45 dining room chairs

Including any other furnishings and fixtures



RECEIVED JAN 13 2015

THE COMMONWEALTH OF MASSACHUSETTS Town of Sudbury

BUSINESS CERTIFICATE (DBA)

\$50.00

January 13, 2015

In conformity with the provisions of Chapter 110, Section 5 of the Massachusetts General Laws, as amended, the undersigned hereby declare(s) that a business under the title of

Business Name: Erica's Restaurant is conducted at

Business Address: 470 North Road in the Town of Sudbury, MA

Corporation Name (if applicable): Carlisle River Inc.
by the following named persons.

Owner/Officers of Corp. Name (Please Print)	Residence Address (Street, City, State and Zip Code)	Signature (Sign in Presence of Notary)
1. Erica Cannarozzi	68 Willow Street Acton, MA 01720	<i>Erica Cannarozzi</i>
2.		
3.		

Description of Business: Restaurant
Phone Number: 978-478-8321
Email Address: scannarozz@comcast.net

A certificate issued in accordance with this section shall be in force and effect for **four years from the date of issue** and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

The State of MASSACHUSETTS
County of MIDDLESEX ss.

On this 13th day of JANUARY, 2015, before me, the undersigned notary public, personally appeared ERICA S CANNAROZZI

who proved to me through satisfactory evidence of identification, which were DRIVER'S LICENSE, to be the person(s) whose name(s) is/are signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his or her knowledge and belief.



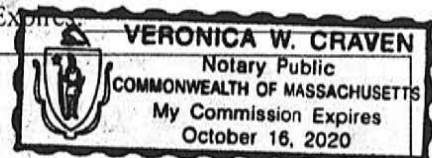
VERONICA W. CRAVEN
(NOTARY Please Print Name)

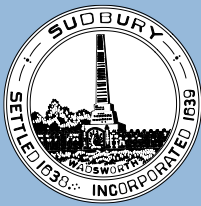
Veronica W. Craven
(NOTARY Signature)

Commission Expires

Town Clerk Use Only

Expiration Date: JANUARY 13, 2019





SUDBURY BOARD OF SELECTMEN

Tuesday, April 7, 2015

MISCELLANEOUS (UNTIMED)

3: Appoint members to Town Hall Blue Ribbon Committee

REQUESTOR SECTION

Date of request: April 1, 2015

Requestor: Jody Kablack, Director of Planning & Community Development

Formal Title: Discussion on the appointment of two at-large members to the Town Hall Blue Ribbon Committee as recommended by Jody Kablack, Director of Planning and Community Development, and Jim Kelly, Facilities Manager. Following discussion, vote on whether or not to appoint Christopher Morely, 321 Old Lancaster Road, and Howard Gold, 18 Moran Circle, to this committee for a term ending 6/30/16.

Recommendations/Suggested Motion/Vote: Discussion on the appointment of two at-large members to the Town Hall Blue Ribbon Committee as recommended by Jody Kablack, Director of Planning and Community Development, and Jim Kelly, Facilities Manager. Following discussion, vote on whether or not to appoint Christopher Morely, 321 Old Lancaster Road, and Howard Gold, 18 Moran Circle, to this committee for a term ending 6/30/16.

Background Information:
See attached memo and applications

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

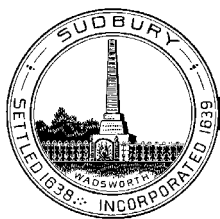
04/07/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:



Town of Sudbury

Planning and Community Development Department

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

Jody A. Kablack, Director

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

TO: Board of Selectmen
FROM: Jody Kablack, Director of Planning and Community Development
Jim Kelly, Facilities Manager
RE: Town Hall Blue Ribbon Committee
DATE: April 1, 2015

On March 10, 2015 the Selectmen adopted a Mission Statement for this committee. Over the past 3 weeks representatives have been recommended by their respective boards. The final steps in completing the committee formation is the choice of the 2 at-large members, and appointment of each member.

Board representatives recommended by their respective boards and committees:

- Permanent Building Committee (2 members) – Michael Melnick and Joseph Sziabowski
- Capital Improvement Planning Committee – Tom Travers
- Historic Districts Commission – Frank Riepe
- Sudbury Historical Commission – Bill Johnson
- Sudbury Public School Committee – Christine Hogan
- Sudbury Historical Society – Sally Hild

We have also received 5 responses for at-large members - Stewart Hoover, Lee Swanson, Howard Gold, Chris Morely and Tom Friedlander (applications attached).

It is our recommendation that the Selectmen appoint Chris Morely and Howard Gold as the 2 at-large members of the Blue Ribbon Committee. Chris' membership on both the Planning Board and the CPC (which will have a funding role if the project proceeds), and his background in architecture and development, make him a good candidate for the committee. Howard is a real estate attorney with municipal experience, and a relative newcomer to town government (he was a neighborhood walkway coordinator for the Raymond road walkway project, so not totally unknown). We feel these 2 residents rounds out the committee well and bring relevant experiences to the issues at hand.

We strongly encourage all the other residents who applied for the at-large spots to attend the meetings and participate as non-voting members.

Please let us know if any interviews are required prior to appointment. We are hoping to get the committee formed in the very near future so that we can begin working on the project in hopes of meeting the timetable for completion of a report and recommendations on next steps by October, 2015.

Attachments

cc: Maryanne Bilodeau, Interim Town Manager

Attachment: THBRC Rec to BOS_vb (1246 : Appoint members to Town Hall Blue Ribbon Committee)

**TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT**

BOARD OF SELECTMEN
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Town Hall Blue Ribbon Committee

Name: Howard S. Gold
Address: 18 Moran Circle Email Address: [REDACTED]
Home phone: [REDACTED]

Years lived in Sudbury: 13

Brief resume of background and pertinent experience:

Real Estate Attorney with private practice in Wellesley, MA - experience working with many parties, Town Counsel, Conservation Committee, Planning Boards etc. to find common ground.

Former President - Congregation Or Atid, Wayland - Experience working with group of dedicated lay leaders to move the Community forward towards common goals and solving problems with open communication, hard work and respect.

Municipal experience (if applicable):

Educational background:

B.A., Political Science, George Washington University (1989)
J.D. New England School of Law (1992)

Reason for your interest in serving:

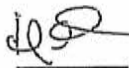
Opportunity to use my work and not-for-profit experience to advance the town's interests, but far more importantly, to learn more about how our great Community works together.

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

Self-employed. Schedule is flexible.

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

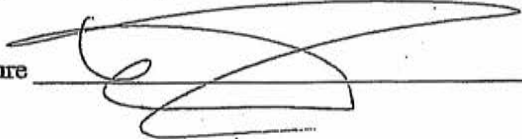
No



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

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

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

Signature  Date 3/18/15

**TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT**

BOARD OF SELECTMEN
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Town Hall Blue Ribbon Committee

Name: Christopher Morely
Address: 321 Old Lancaster Road Email Address: [REDACTED]
Home phone: [REDACTED]

Years lived in Sudbury: 50+

Brief resume of background and pertinent experience:

Lifelong resident, lifelong passion for history + building; worked at CBT Architects ("inventors" of "adaptive reuse" of old buildings); developer's Project Manager turning derelict hospital into condos in Jamaica Plain; learned a lot about architecture/land planning at CBT, as developer, as broker, on Sud PB; designed gut-rehab of former house in Sudbury; ran million \$ business.

Municipal experience (if applicable):

Planning Board (15 yrs); Community Preservation (13 yrs); Land Acquisition Review (5 yrs).
Task committees: Economic Dev; Open Space & Rec; K-8 School Space Assessment; others

Educational background:

BA in U.S. History, University of Massachusetts, Amherst, MA
MBA in Marketing & Finance, Northwestern University, Evanston, IL

Reason for your interest in serving:

Have thought much + discussed future of TH w/several people over years; spent huge amount of time all over bldg early '60's to mid-'80's; may require CPA funds; urged by others to help out

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

As needed


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

No

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

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

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

Signature  Date 3-18-15

TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2015 MAR 16 A 11: 23

BOARD OF SELECTMEN
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Blue Ribbon Town Hall Study

Name: Stewart Hoover

Address: 36 Evergreen Rd

Email Address: [REDACTED]

Home phone: [REDACTED]

Years lived in Sudbury: 50+ years

Brief resume of background and pertinent experience:

20+ years on the engineering faculty of Northeast University. 20+ years in software development and IT. Have been active in Sudbury for all 50 years, volunteering in schools when my children were school age and now volunteer for Senior Center, FISH and Sudbury Food Pantry. On the board of Sudbury Food Pantry and Sudbury Historical Society, this year serving as president. Led the 2014 SHS feasibility study of the Loring Parsonage.

Municipal experience (if applicable):

Educational background:

BS and MS in Engineering Management. PhD in Industrial

Reason for your interest in serving:

I believe what we do with Town Hall and the surrounding area and buildings will shape Sudbury as a community far into the future

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

Available days, evenings and weekends

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

No

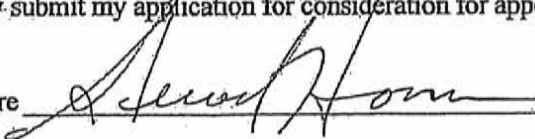


(Initial here that you have read, understand and agree to the following statement)

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

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

Signature



Date

March 16, 2015

RECEIVED
MAR 20 2015

**TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT**

BY:

BOARD OF SELECTMEN
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Town Hall Blue Ribbon Committee

Name: Lee Ford Swanson
Address: 55 Hudson Road, 14A Email Address: [REDACTED]
Home phone: [REDACTED]

Years lived in Sudbury: off & on 29 years
Brief resume of background and pertinent experience:

Former Antique Dealer; Former Curator/Archivist of Longfellow's Wayside Inn;
present Curator/Archivist of the Sudbury Historical Society, Inc. occupied the 2nd floor of the
Sudbury Town Hall since 1999, know the building intimately. And I am the present Town Historian.

Municipal experience (if applicable):
none

Educational background:
BU Junior College and audited courses at Harvard University

Reason for your interest in serving:
I believe I can be of use.

Times when you would be available (days, evenings, weekends):
Mornings till 12, evenings except last wed of month, and occasional Thursday evenings for SHDC, weekends
Do you or any member of your family have any business dealings with the Town? If yes, please explain:
No

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

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

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

Signature Lee Ford Swanson

Digitally signed by Lee Ford Swanson
DN: cn=Lee Ford Swanson, o=Sudbury Historical Society, Inc., email=swansonlfs@shdc.com, c=US
Date: 2015.03.12 16:26:47 -0500

Date March 12th, 2015

3.a

Packet Pg. 48

TOWN OF SUDBURY APPLICATION FOR APPOINTMENT

BOARD OF SELECTMEN
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Town Hall Blue Ribbon Committee

Name: Thomas Friedlander

Address: 75 Water Row Email Address: [redacted]

Home phone: [redacted]

Years lived in Sudbury: 24

Brief resume of background and pertinent experience:
Region School Committee for renovation of high school and middle school
High home remodel and addition to antique structure

Municipal experience (if applicable):
CPC & Con Com

Educational background:
Math BA, Wharton MBA

Reason for your interest in serving:
Available & interested in design

Times when you would be available (days, evenings, weekends):
Always after 3:30 during school yr Aug - summer

Do you or any member of your family have any business dealings with the Town? If yes, please explain:
NONE

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

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

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

Signature: [Signature] Date: 3/11/2015



Town Hall Blue Ribbon Committee

Voted by the Sudbury Selectmen on March 10, 2015

Mission

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

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

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

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

Responsibilities

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

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

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

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

Draft Timetable (tasks to be done by this date)

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

Membership Requirements and Expectations

The Town Hall Blue Ribbon Committee shall have up to nine (9) voting members who shall be appointed by the Selectmen. The Committee shall include two (2) members from the Permanent Building Committee, one (1) member from the Capital Improvement Planning Committee, one (1) member from the Sudbury Historic Districts Commission, one (1) member from the Sudbury Historical Commission, one (1) member from the Sudbury Public Schools, one (1) member from the Sudbury Historical Society and two (2) at large members. All Committee members shall be expected to educate themselves as necessary to address issues associated with the current condition of Town Hall as well as the current municipal space needs and current reports documenting those needs that are integral pieces of the long term solution. Most importantly, the Board is looking for people with an open mind and willingness to work diligently to develop the best possible study of this important issue. All appointments are until June 2016.

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

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

Staffing Assistance

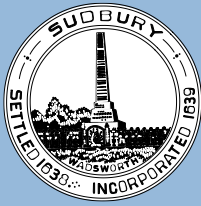
The following staff of the Town of Sudbury will be available on an occasional basis as time permits and the Town Manager approves: The Facility Director and/or Director of Planning and Community Development or her designee. The Town Manager shall also approve the involvement of ex-officio members as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

Compliance with State and Local Laws and Town Policies

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

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

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



SUDBURY BOARD OF SELECTMEN
Tuesday, April 7, 2015

TIMED ITEM

4: Petition article DePompei

REQUESTOR SECTION

Date of request: April 3, 2015

Requested by: Patty Golden

Formal Title: Discuss petition article with Dan DePompei and vote position on this article

Recommendations/Suggested Motion/Vote: Discuss petition article with Dan DePompei and vote position on this article

Background Information:
attached

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting: Dan DiPompei

Review:

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

04/07/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Proposed Warrant Articles for the Sudbury 2015 Town Meeting

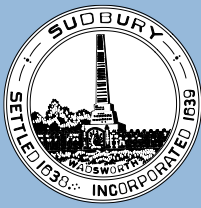
ARTICLE TBD. TOWN SIDEWALKS

To see if the Town will vote to prioritize the current building of sidewalks to provide walking access to public schools for all homes within two (2) miles of a public school. Where sidewalk access to school aged children is not provided, the Town will provide transportation at no cost to affected households.

Submitted by Petition.

DISCUSSION

Discussion: Under state law, Sudbury provides free transportation to and from public schools for K-6 students whose households are located more than two (2) miles from the school servicing their school zone. Also under state law, Sudbury provides transportation to and from LSRHS for students living over 1½ miles from LSRHS. Under existing school policies in Sudbury, if a household is located inside these distances, the household is assessed a significant fee if they use school transportation. While walking or bicycling to school may be reasonable for neighborhoods with sidewalks, it is a safety issue if sidewalks have not been constructed. One of our original priorities in building sidewalks was to provide safe access to neighborhood schools. We have been building sidewalks for over 30 years. We should not be charging households for transportation if we have not provided safe access to their assigned schools. It is now time to re-prioritize our commitment to ensuring the safety of our school aged children.



SUDBURY BOARD OF SELECTMEN
Tuesday, April 7, 2015

TIMED ITEM

5: Petition article Andrew Sullivan

REQUESTOR SECTION

Date of request: April 3, 2015

Requested by: Patty Golden

Formal Title: Discuss petition articles with Andrew Sullivan and vote positions on these articles

Recommendations/Suggested Motion/Vote: Discuss petition articles with Andrew Sullivan and vote positions on these articles

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

04/07/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Binding Petition Warrant Article for Sudbury MA Annual Town Meeting 2015

Petitioner: Andrew Sullivan, 28 French Rd Sudbury MA

Article: Engineering and Construction of a completed "Greenway Style" Multi-use Recreational Rail Trail in abandon rail right-of-way of the Mass Central Railroad, now known as the Mass Central Rail Trail (MCRT) – Wayside Branch

To see if the Town will vote to raise and appropriate, or transfer from available funds, an amount not to exceed \$1,000,000 to engineer and construct a completed "greenway style" multi-use recreational trail in the right-of-way (ROW) of the Mass Central Rail Trail (MCRT) – Wayside Branch. The trail will be 4.6 miles in length, running east-west from the Wayland town line to the Hudson town line. Important characteristics of this project are: 1. Removal of the steel rails and wooden railroad ties, proper disposal of the contaminated wood ties 2. Development of a ten (10) foot wide trail with a rolled stone dust finish layer and two (2) foot wide flexible grassed shoulders 3. The trail will have safe road crossings designed to Manual of Uniform Traffic Code Devices (MUTCD) standards 4. The trail will have Americans with Disabilities Act (ADA) access points at all road crossings 5. MA Department of Environmental Protection (MA DEP) rail trail development best practices will be followed 6. Trail specifications will meet the requirements of the MA Department of Recreation and Conservation (MA DCR), the control entity for the ROW. DCR will issue Sudbury a construction and access permit to develop the ROW 7. Bridges will be inspected and upgraded as needed. Bridges will be re-decked and railings will be installed. Bridges will meet pedestrian standards (H5). 8. The project will be permitted by the Sudbury Conservation Commission (ConCom) and adhere to Sudbury's Wetlands Bi-Laws.

Background:

The Mass Central Rail Trail (MCRT) ROW runs east-west in the southern section of Sudbury. The rail ROW is owned by the Massachusetts Bay Transportation Authority (MBTA). In 2011, the MA Department of Recreation and Conservation (DCR) executed a 99 year lease for a 19 foot corridor within the 60 to 80 foot ROW for the purpose of rail trail development from Waltham to Berlin (23 miles) and named it the "Wayside Branch" of the MCRT. In January 2014 the Wayside Branch project received a Massachusetts Environmental Protection Act (MEPA) certificate and a waiver from doing an Environmental Impact Report (EIR). DCR has no funding for the project currently, nor is the project funded by any other state agency. DCR is actively working with the towns included in the Wayside Branch to assist with each town's development vision for the trail.

At this time towns included in the MCRT-Wayside Branch can actively move forward with plans to develop the ROW into a rail trail. This project would need DCR's approval through the issuance to Sudbury of a construction and access permit. DCR has stated Sudbury (and the other towns) can use the salvage value of the steel rails to offset a portion of the development costs. DCR has given towns guidance and standards to follow during trail construction. All of DCR's trail specifications will be met. The project would be permitted through the Sudbury Conservation Commission (ConCom) and adhere to Sudbury Wetlands Bi-Laws.

The type of rail trail being proposed is a "greenway style" multi-use recreational trail with recreation as its primary use. Uses including walking/ running/ jogging, bike riding, and dog walking as well winter activities such as snow shoeing and cross country skiing. The trail will increase safe recreational

opportunities for all members of the community while providing an immediate environmental benefit by capping the ROW with a finish surface. This trail will be a tremendous community asset for the town of Sudbury. Many rail trail projects have resulted in increased property values for abutters over time and increased economic activity for the commercial businesses in the area.

Multi-use Recreational "Greenway Style" Rail Trail development in the MCRT – Wayside Branch ROW in Sudbury will have the following characteristics:

- Vegetation will be removed in a ~14 foot corridor centered on the tracks (DCR's lease is for 19 feet of the ROW)
- The steel rails and wooden ties will be removed and the disturbed ROW will be smoothed back and compacted. The steel rails will be monetized for the salvage value; the contaminated wooden ties will be properly disposed of
- The trail will have a 10 foot wide rolled stone dust finish layer
- The trail will have flexible 2 foot wide shoulders. "Flexible" means most of the length of the trail will have two (2) foot shoulders, however in areas where there will be significant additional expense or environmental challenges to have two (2) foot shoulders, the shoulders will be reduced.
- The trails will have Americans with Disabilities Act (ADA) compliant access points at all at-grade road crossings
- Department of Environmental Protection (DEP) best practices for rail trail development will be followed
- Road crossings will adhere to the Manual of Uniform Traffic Control Devices (MUTCD) safety standards
- Appropriate drainage management and wetlands considerations will be taken through the Sudbury Conservation Commission (ConCom) permitting process
- Bridges will be repaired and upgraded where needed to pedestrian standards (H5). The bridges will be re-decked and railings will be installed
- Split rail fencing will be installed where the ROW is elevated

MA Central Rail Trail - Sudbury Section - Stone Dust Trail				Engineer's Conceptual Cost Estimate	
Item	Description	Qty	Units	Unit Price	Total
1	Project Management	1	LS	na	\$20,000
2	Wetlands Delineation (WS)	1	LS	na	\$18,000
3	Notice of Intent (NOI) & SWPPP Preparation / Filing	1	LS	na	\$30,000
4	ConComm Public Hearings	4	Each	\$3,000	\$12,000
5	Implement Erosion Controls	1	LS	na	\$40,000
6	Engineering Design Drawings - Crossing Details - 60' Scale	15	sheets	\$4,000	\$60,000
7	ADA Layout, Slope & Misc. Details	1	sheet	\$15,000	\$15,000
8	Grade Crossings, including MUTCD Signage - nine locations	7	Each	\$4,000	\$28,000
9	RRFB Signs at Route 20 and Union Street	2	Each	\$15,000	\$30,000
10	Rail & Tie Removal, with Rough Grading	4.6	Miles	\$20,000	\$92,000
11	Bridge and Stream Crossings (5), including Deck Replacement & Hand Rails	250	LF	\$250	\$62,500
12	Stone Dust & Granite Stabilizer at up to 6 ADA Access Locations (in place)	10	Each	\$7,500	\$75,000
13	Flexible shoulders	1	LS	NA	\$100,000
14	Survey Layout & Verification	10	Days	\$3,000	\$30,000
15	Insurance and Bonds	1	5+/-%	NA	\$32,500
16	Contingency	1	Allowance	NA	\$55,000
Total Estimate of Probable Construction Cost.....					\$700,000

Assumptions:

1. Up to ten (10) ADA trail access points
2. Stone dust surface, including stabilized granite at ADA access points
3. O&M of ADA access points & trail by Sudbury Greenways or others
4. Compliance with MassDEP Best Management Practices for Rails to Trails projects
5. Layout based on MassGIS Drawings
6. MEPA Certificate already issued

Binding Petition Warrant Article for Sudbury MA Annual Town Meeting 2015

Petitioner: Andrew Sullivan, 28 French Rd Sudbury MA

Article: Engineering and Construction of a completed "Greenway Style" Multi-use Recreational Rail Trail in abandon rail right-of-way of the Framingham and Lowell Railroad, now known as the Bruce Freeman Rail Trail (BFRT)

To see if the Town will vote to raise and appropriate, or transfer from available funds, an amount not to exceed \$1,000,000 to engineer and construct a completed "greenway style" multi-use recreational trail in the right-of-way (ROW) of the Bruce Freeman Rail Trail (BFRT). The trail will be 4.6 miles in length, running north-south from the Chiswick Park entrance at Union Avenue (at AAA Limo) to the Concord town line. Important characteristics of this project are: 1. Removal of the steel rails and wooden railroad ties, proper disposal of the contaminated wood ties 2. Development of a ten (10) foot wide trail with a rolled stone dust finish layer and two (2) foot wide flexible grassed shoulders 3. The trail will have safe road crossings designed to Manual of Uniform Traffic Code Devices (MUTCD) standards 4. The trail will have Americans with Disabilities Act (ADA) access points at all road crossings 5. MA Department of Environmental Protection (MA DEP) rail trail development best practices will be followed 6. MA-DOT, the owner of the ROW, will issue Sudbury a construction and access permit to develop the ROW 7. Bridges will be inspected and upgraded as needed. Bridges will be re-decked and railings will be installed. Bridges will meet pedestrian standards (H5). 8. The project will be permitted by the Sudbury Conservation Commission (ConCom) and adhere to Sudbury's Wetlands Bi-Laws.

Background:

The Bruce Freeman Rail Trail (BFRT) ROW runs north-south through the middle of Sudbury. The rail ROW is owned by the Massachusetts Department of Transportation (MA-DOT) Rails Division. The MA-DOT Rails Division has sent Sudbury a letter dated May 1 2014 stating Sudbury can use the salvage value of the steel rails in the ROW to offset a portion of the trail development costs, and that MA-DOT does not mandate a trail type or finish surface. MA-DOT would require MA Department of Environmental Protect (MA DEP) rail trail best practices for finish layer capping be met. Rail trail capping best practices will be met on this project. MA-DOT Rails Division would issue Sudbury a construction and access permit to gain access to the ROW for development. The project would be permitted through the Sudbury Conservation Commission (ConCom) and adhere to Sudbury Wetlands Bi-Laws.

The type of rail trail being proposed is a "greenway style" multi-use recreational trail with recreation as its primary use. Uses including walking/ running/ jogging, bike riding, and dog walking as well winter activities such as snow shoeing and cross country skiing. The trail will increase safe recreational opportunities for all members of the community while providing an immediate environmental benefit by capping the ROW with a finish surface. These trails will be a tremendous community asset for the town of Sudbury. Many rail trail projects have resulted in increased property values for abutters over time and increased economic activity for the commercial businesses in the area.

Multi-use Recreational "Greenway Style" Rail Trail development in the Bruce Freeman Rail Trail (BFRT) ROW in Sudbury will have the following characteristics:

-Vegetation will be removed in a ~14 foot corridor centered on the tracks

- 35 Robert Frost
- 27 Lewis and Clark

- The steel rails and wooden ties will be removed and the disturbed ROW will be smoothed back and compacted. The steel rails will be monetized for the salvage value; the contaminated wooden ties will be properly disposed of
- The trail will have a 10 foot wide rolled stone dust finish layer
- The trail will have flexible 2 foot wide shoulders. "Flexible" means most of the length of the trail will have two (2) foot shoulders, however in areas where there will be significant additional expense or environmental challenges to have two (2) foot shoulders, the shoulders will be reduced.
- The trail will have Americans with Disabilities Act (ADA) compliant access points at all at-grade road crossings
- Department of Environmental Protection (DEP) best practices for rail trail development will be followed
- Road crossings will adhere to the Manual of Uniform Traffic Control Devices (MUTCD) safety standards
- Appropriate drainage management and wetlands considerations will be taken through the Sudbury Conservation Commission (ConCom) permitting process
- Bridges will be repaired and upgraded where needed to pedestrian standards (H5). The bridges will be re-decked and railings will be installed
- Split rail fencing will be installed where the ROW is elevated

BFRT (Full Build Out) vs. BFRT (Design / Build - Stone Dust Trail) - Preliminary Cost Comparison Table

<i>Project Phase</i>	Bruce Freeman Recreational Trail - Stone Dust Trail	Cost per Mile	Bruce Freeman Bike Path (4.4 mile Highly Developed)	Cost per Mile
Engineering Studies, including MEPA certificates	NA	NA	Completed	NA
Engineering Design - 25%	\$86,000	\$19,545	\$430,000	\$97,720
Engineering Design - Final	\$96,000	\$21,818	\$350,000	\$79,550
Construction Phase Services	\$90,000	\$20,454	\$60,000**	\$13,640
Construction Costs* (after rail salvage)	\$528,000	\$120,000	\$4,440,000	\$1,009,090
	Total Costs per Mile.....	\$181,817	\$1,200,000

* Assumes \$62,500 in contingency costs are incurred.

** Includes shop drawing review and meetings; MassDOT to provide construction administration and observation services.

Bruce Freeman Trail - Stone Dust Trail Option

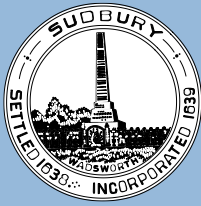
Engineer's Conceptual Cost Estimate

Item	Description	Qty	Units	Unit Price	Total
1	Project Management & Coordination	1	FMLS	na	\$25,000
2	Wetlands Delineation	1	LS	na	\$25,000
3	Notice of Intent (NOI), Project Information Form (PIF) & SWPPP Preparation / Filing	1	LS	na	\$55,000
4	ConComm Public Hearings	4	Each	\$3,000	\$12,000
5	Implement Erosion Controls	1	LS	na	\$30,000
6	Engineering Design Drawings - Crossing Details - 60 Scale	15	sheets	\$4,000	\$60,000
7	ADA Layout, Slope & Misc. Details	1	sheet	\$15,000	\$15,000
8	Grade Crossings, including MUTCD Signage - Five (5) locations	5	Each	\$4,000	\$20,000
9	RRFB Signs - Four (4) Locations	4	Each	\$20,000	\$80,000
10	Rail & Tie Removal, with Rough Grading	4.4	Miles	\$15,000	\$66,000
11	Bridge and Stream Crossings (3) - Deck Replacement	200	LF	\$300	\$60,000
12	Stone Dust & Granite Stabilizer at up to 10 ADA Access Locations (in place)	10	Each	\$7,500	\$75,000
13	Flexible Shoulders & Guard Rails	1	LS	NA	\$100,000
14	Misc. Drainage Improvements	1	Allowance	NA	\$50,000
15	Survey Layout & Grade Verification	9	Days	\$3,000	\$27,000
16	Insurance and Bonds	1	5+-%	NA	\$37,500
17	Contingency	1	Allowance	NA	\$62,500
Totals Estimated Conceptual Design / Build Cost.....					\$800,000

Assumptions:

1. O&M of ADA surfaces by Sudbury Greenways or Others.
2. Comply with Best Management Practices for Trail Trails.
3. Design layout based upon MassGIS Drawings.
4. Assumes Project Information Form Only; No ENF required under MEPA.

Attachment: BFRTCConceptualCostEstimate030515 (1277 : Petition article Andrew Sullivan)



SUDBURY BOARD OF SELECTMEN
Tuesday, April 7, 2015

TIMED ITEM

6: ATM Action: vote on positions and speaking assignments

REQUESTOR SECTION

Date of request: April 2, 2015

Requestor: Chairman Woodard

Formal Title: Vote on positions on Town meeting articles, as well as speaking assignments and presentations

Recommendations/Suggested Motion/Vote: Vote on positions on Town meeting articles, as well as speaking assignments and presentations

Background Information:

Attached list: ATM 2015 Articles

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

04/07/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

ATM 2015 Articles

#	Article Title	Sponsor	Article Presenter	BOS Position	Report BOS Position at ATM	Funding Source	Amount Requested	Required Vote	Conse Calenc
	<u>IN MEMORIAM RESOLUTION</u>								
	FINANCE/BUDGET								
1	Hear Reports	BOS		S		N/A	N/A	Majority	
2	FY15 Budget Adjustments	BOS					TBD	Majority	
3	Stabilization Fund	BOS		S		Free cash	\$351,600	Two-thirds	
4	FY16 Budget	FinCom		S			\$88,501,996	Majority	
5	FY16 Transfer Station Enterprise Fund Budget	FinCom		S			\$514,956		
6	FY16 Pool Enterprise Fund Budget	FinCom		S			\$578,043		
7	FY16 Recreation Field Maintenance Enterprise Fund Budget	FinCom		S			\$239,586		
8	Unpaid Bills	Town Accountant	Nihan	RTM				Four-fifths	
9	Chapter 90 Highway Funding	DPW Director	Place	S				Majority	Y
10	Real Estate Exemption	Board of Assessors	Assessors	S				Majority	Y
11	Town School Revolving Funds	Finance Director		S				Majority	Y
12	Establish Public Health Vaccinations Revolving Fund	Board of Health		S					Y
13	Establish Special Stabilization Fund - Former Melone Property	BOS	Kablack	S		Free cash	\$1.1M	Two-thirds	
14	Rolling Stock Stabilization Fund	BOS	O'Brien	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		RTM			\$75,000	Two-thirds	
17	Establish Special Stabilization Fund - Town-owned Synthetic Turf Fields	Park & Rec Commission		S	Haarde			Two-thirds	
	CAPITAL								
18	FY16 Capital Budget	Town Manager	Bilodeau	S			\$392,750	Majority; two-thirds if borrowed	
19	Cardiac Monitor Replacements	Fire Chief	Miles	S			\$96,000	Majority if free cash; two-thirds if capital exclusion	
20	Carpet Replacement - Schools & Library	Facilities Director	Kelly	S			\$108,000	Majority if free cash; two-thirds if capital exclusion	
21	Natatorium Roofing	Facilities Director	Kelly	RTM			TBD	Majority if free cash; two-thirds if capital exclusion	

Attachment: Copy of ATM Article List_April7 (1261 : ATM Action: vote on positions and speaking assignments)

ATM 2015 Articles

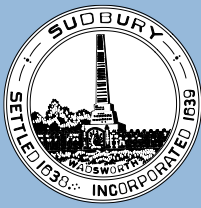
#	Article Title	Sponsor	Article Presenter	BOS Position	Report BOS Position at ATM	Funding Source	Amount Requested	Required Vote	Conse Calenc
22	Fire Alarm System Upgrade - LSRHS	LS SC	LS/Collins	S			\$106,600	Majority if free cash; two-thirds if capital exclusion	
23	Town and Schools Parking Lots, and Sidewalks Improvements	Facilities Director	Kelly	S	Haarde		\$200,000	Majority if free cash; two-thirds if capital exclusion	
24	School Security & Access Controls	Facilities Director	Nix/Kelly	S	Haarde		\$220,000	Majority if free cash; two-thirds if capital exclusion	
25	School Classroom Flooring Replacement	Facilities Director	Kelly	S	Haarde		\$100,000	Majority if free cash; two-thirds if capital exclusion	
26	School Rooftop HVAC Unit Replacement	Facilities Director	Kelly	S	Haarde		\$75,000	Majority if free cash; two-thirds if capital exclusion	
27	DPW Rolling Stock Replacement	DPW Dir.	Place	S			\$311,300	Majority if free cash; two-thirds if capital exclusion	
28	Cutting Athletic Field Lighting	Park & Rec Commission	Park & Rec Comm	S	Haarde		\$300,000	Majority if free cash; two-thirds if capital exclusion	
29	Capital Account	Permanent Building Committee	Melnick	RTM			TBD		
30	Re-purpose School Capital Articles	Finance Director	Bilodeau	RTM			TBD		
31	Re-purpose Non-CPA Capital Articles	Finance Director	Bilodeau	RTM			TBD		
MISC./OTHER									
32	Adopt M.G.L. 32B, Section 20 Other Post-Employment Benefits (OPEB) Liability Trust Fund	BOS	O'Brien	Withdraw		N/A			
33	Post Employment Health Insurance Trust Funding	BOS	O'Brien	S			\$4.5M		
34	Special Act - Dedication of Local Meals Tax Revenue to other Post Employment Benefits (OPEB)	BOS	O'Brien	S		meals tax		Majority	

Attachment: Copy of ATM Article List_April7 (1261 : ATM Action: vote on positions and speaking assignments)

ATM 2015 Articles

#	Article Title	Sponsor	Article Presenter	BOS Position	Report BOS Position at ATM	Funding Source	Amount Requested	Required Vote	Conse Calenc
35	Special Act - Extension of Means Tested Senior Tax Exemption Program	BOS	Board of Assessors	S					
36	Town of Sudbury Bylaws - Art. V.3, Regulation of Dogs	BOS		S					
37	Disposition of Existing Police Station, 415 Boston Post Road	BOS			RTM				
38	Amendments to the Regional School District Agreement of the Minuteman Regional Vocational School District	MMRVTS			RTM				
39	Minuteman Regional Vocational Technical High School - Accept Amendments	BOS			Withdraw			Majority	
40	MMRVTHS	BOS	Brown	RTM				Majority	
41	MMRVTHS - Withdrawal	BOS	Haarde	S	Haarde			Majority	
42	Town-Wide Electric Aggregation	Energy Com	Rami Alwan	S					
43	Amend Zoning Bylaw, Article IX - Site Plan Authority Change from BoS to Planning Board	BOS	Brown	S					
CPC									
44	Grant of Perpetual Restrictions - CPA Land Purchases	Planning	Kablack	S					
45	Weed Removal	CPC	Kablack/Morely	S			\$45,000	Majority	
46	SH Tr Allocation	CPC	Kablack/Morely	S			\$218,000	Majority	
47	Town-wide Walkways	CPC	Kablack/Morely	S	Haarde		\$100,000	Majority	
48	Historic Projects	CPC	Kablack/Morely	S			\$22,000	Majority	
49	Davis Field Improvements	CPC	Kablack/Morely	S	Haarde		\$1,000,000	Majority	
50	Town Center Landscaping	CPC	Kablack/Morely	S			\$100,000	Majority	
51	Amend 26/ATM12 Historic Projects	CPC	Kablack/Morely	S				Majority	
52	FY16 CPC Budget	CPC	Kablack/Morely	S			TBD	Majority	
PETITION ARTICLES									
53	Walkways	DePompeii	petitioner						
54	Greenway Rail Trails	Sullivan	petitioner						
55	Greenway Rail Trails	Sullivan	petitioner						
56	Refinements to Senior Property Tax Relief	Tyler	petitioner	IP					

Attachment: Copy of ATM Article List_April7 (1261 : ATM Action: vote on positions and speaking assignments)



SUDBURY BOARD OF SELECTMEN

Tuesday, April 7, 2015

MISCELLANEOUS (UNTIMED)

7: Discussion of Free Cash and Capital Exclusion

REQUESTOR SECTION

Date of request: April 2, 2015

Requestor: Chairman Woodard

Formal Title: Discussion and vote on recommendations regarding use of Free Cash and Capital Exclusions

Recommendations/Suggested Motion/Vote: Discussion and vote on recommendations regarding use of Free Cash and Capital Exclusions

Background Information:

Any attachments?

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

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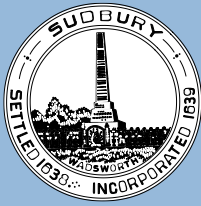
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 7, 2015

MISCELLANEOUS (UNTIMED)

8: Call Special Town Election for 5/19/15

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Vote to call a Special Town Election to be held May 19, 2015, and vote to place one or more capital exclusion Ballot Questions (see attachment) on the Warrant for the Special Town Election of May 19, 2015, with notification to the Town Clerk; and further, to direct the Proponents of the Article to write the arguments in favor, and, if there is no organized opposition, to direct Town Counsel to prepare the arguments in opposition for the Warrant in accordance with the Special Act

Recommendations/Suggested Motion/Vote: Vote to call a Special Town Election to be held May 19, 2015, and vote to place one or more capital exclusion Ballot Questions (see attachment) on the Warrant for the Special Town Election of May 19, 2015, with notification to the Town Clerk; and further, to direct the Proponents of the Article to write the arguments in favor, and, if there is no organized opposition, to direct Town Counsel to prepare the arguments in opposition for the Warrant in accordance with the Special Act.

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

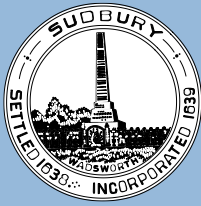
Patty Golden	Pending
Maureen G. Valente	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

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MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 7, 2015

MISCELLANEOUS (UNTIMED)

9: Vote STE ballot questions

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve ballot questions for Special Town Election

Recommendations/Suggested Motion/Vote: Vote to approve ballot questions for Special Town Election

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

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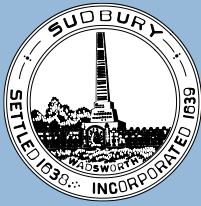
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 7, 2015

MISCELLANEOUS (UNTIMED)

10: Sign 2015 ATM/STM warrant

REQUESTOR SECTION

Date of request: April 3, 2015

Requestor: Chairman Woodard

Formal Title: Vote to sign 2015 Annual Town Meeting/Special Town Meeting warrant which goes to print Thursday, April 9th.

Recommendations/Suggested Motion/Vote: Vote to sign 2015 Annual Town Meeting/Special Town Meeting warrant which goes to print Thursday, April 9th.

Background Information:
Attached warrant

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

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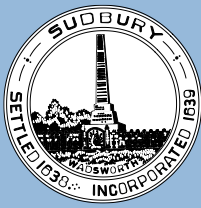
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN

Tuesday, April 7, 2015

MISCELLANEOUS (UNTIMED)

11: STM articles - accept and take positions

REQUESTOR SECTION

Date of request: April 3, 2015

Requestor: Chairman Woodard

Formal Title: Vote to accept Special Town Meeting articles and take positions on all articles as well as who will speak on and present each article

Recommendations/Suggested Motion/Vote: Vote to accept Special Town Meeting articles and take positions on all articles as well as who will speak on and present each article

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

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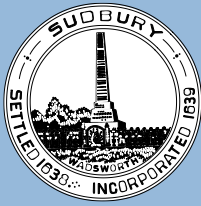
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 7, 2015

MISCELLANEOUS (UNTIMED)

12: Interview Town Manager Search Firms

REQUESTOR SECTION

Date of request: April 3, 2015

Requestor: Chairman Woodard

Formal Title: Discussion and vote on when to interview Town Manager Search Firms

Recommendations/Suggested Motion/Vote: Discussion and vote on when to interview Town Manager Search Firms

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

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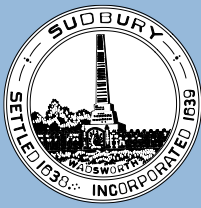
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN

Tuesday, April 7, 2015

CONSENT CALENDAR ITEM

13: Refer Article IX to Planning Board

REQUESTOR SECTION

Date of request:

Requestor: Jody Kablack

Formal Title: Vote to refer Article IX, the Zoning Bylaw, Section 7000, Definitions, to the Planning Board, by replacing the words "three (3)" with the words "four (4)" in the definition of Dog Kennel, or act on anything relative thereto, as recommended by Jody Kablack, Director of Planning and Community Development.

Recommendations/Suggested Motion/Vote: Vote to refer Article IX, the Zoning Bylaw, Section 7000, Definitions, to the Planning Board, by replacing the words "three (3)" with the words "four (4)" in the definition of Dog Kennel, or act on anything relative thereto, as recommended by Jody Kablack, Director of Planning and Community Development.

Background Information:

Attached memo from Jody Kablack and copy of bylaw

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

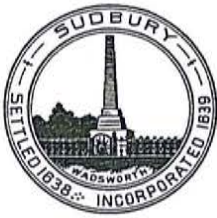
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MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:



Town of Sudbury

Planning Board

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

planningboard@sudbury.ma.us

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

TO: Patty Golden, Administrative Assistant
FROM: *JAK* Jody Kablack, Planning Director
RE: Warrant Article for 2015 Special Town Meeting
DATE: April 1, 2015

Enclosed please find an article submitted by the Planning Board for inclusion in the 2015 Special Town Meeting warrant.

1. Amend Article IX, the Zoning Bylaw, Section 7000, Definitions, by replacing the words "three (3)" with the words "four (4)" in the definition of Dog Kennel, or act on anything relative thereto.

Please have the Selectmen vote to refer this article to the Planning Board at their earliest convenience.

If you need anything further, please advise.

Attachment

cc: Town Counsel

Amend Zoning Bylaw, Article 7000, Definition of Dog Kennel

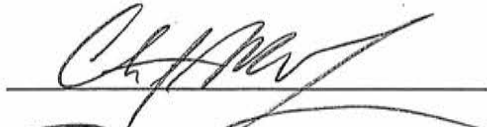
To see if the Town will vote to amend Article IX (the Zoning Bylaw), as follows:

Amend Article 7000, Definitions, by replacing the words "three (3)" with the words "four (4)" in the definition of Dog Kennel, or act on anything relative thereto.

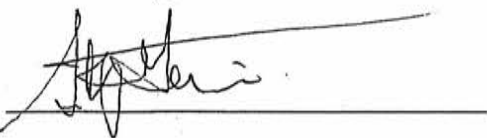
Planning Board Report (revised): This article is proposed in conjunction with Article 36 of the 2015 Annual Town Meeting, changes to Sudbury Bylaws, Article V, Section 3 – Regulation of Dogs. This bylaw change will make the current definition of "Dog Kennel" in the Zoning Bylaw compatible and consistent with the state definition of "Kennel" under MGL. C. 140, s. 136A, which was amended in 2012, and the Sudbury bylaw definition proposed under Article 36 of the 2015 Annual Town Meeting. The practical impact of the bylaw change will make the local requirements for licensing kennels through the Town Clerk, and permitting dog kennels through the Zoning Board of Appeals, consistent for Sudbury residents and businesses. The impact of the change will now allow residents and businesses to house, groom, breed, board or train 4 or fewer dogs without any license or permit, and raises the total number of dogs which require licenses and permits to 5 (more than 4). The new definition will read: Dog Kennel – An establishment in which more than four (4) dogs are housed, groomed, bred, boarded, trained or sold.

Planning Board

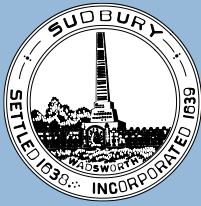








Voted: March 18, 2015



SUDBURY BOARD OF SELECTMEN
Tuesday, April 7, 2015

CONSENT CALENDAR ITEM

14: Approve FY16 DPW Transfer Station sticker rates

REQUESTOR SECTION

Date of request: April 2, 2015

Requestor: Nancy Azzariti, DPW Mgmt Analyst

Formal Title: Vote to approve the FY16 rates for transfer station stickers as recommended by DPW Management Analyst, Nancy Azzariti, who is advising leaving them at the FY15 amounts.

Recommendations/Suggested Motion/Vote: Vote to approve the FY16 rates for transfer station stickers as recommended by DPW Management Analyst, Nancy Azzariti, who is advising leaving them at the FY15 amounts.

Background Information:
Attached memo from Nancy Azzariti with spreadsheets

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

04/07/2015 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

Dept. of Public Works

275 Old Lancaster Road
Sudbury, MA 01776
(978) 440-5421; (978) 440-5451 fax
I. William Place, DPW Director/Town Engineer

ENGINEERING • HIGHWAY • PARKS & GROUNDS • TRANSFER STATION • TREES & CEMETERY

March 25, 2015

Ms. Maryanne Bilodeau
Interim Town Manager
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

Subject: Sticker Price FY16 – Transfer Station

We have reviewed the revenues and expenditures for the Transfer Station Enterprise Fund. Revenue from bulky waste permits, stickers, bags and recycling have remained consistent this year. We continue to experience a decrease in the tonnages of trash and bulky waste. This in turn reduces our expenses in the Hauling Line and may reflect a small cut in the amount of revenue for bulky waste permits. This should not adversely affect the Revenue vs. Expense outcome for the Transfer Station, as it will end up being a wash with less revenue from bulky waste permits against less expense for reduced hauling tonnages.

The current cost for solid waste disposal is \$72.00 per ton. We will be putting out a request for quotes for our upcoming Transfer Station Hauling agreement this spring, but we do not expect a significant increase in the per ton charge.

In summary, I would recommend that there be no increase in the price per Transfer Station sticker for FY16. Please do not hesitate to contact me if you have questions.

Sincerely,

Nancy E. Azzariti
Management Analyst
Town of Sudbury - DPW

**TRANSFER STATION STICKER PRICE
10 YEAR HISTORY**

YEAR	STICKER PRICE	RECYCLING STICKER PRICE	NOTES
FY04	\$100.00	N/A	
FY05	\$100.00	N/A	
FY06	\$125.00	N/A	Price increase due to Hauling Costs
FY07	\$125.00	N/A	
FY08	\$125.00	N/A	
FY09	\$125.00	N/A	
FY10	\$125.00	\$25.00	Recycling Sticker was begun.
FY11	\$155.00	\$25.00	Increased to match Waylands Sticker Price.
FY12	\$155.00	\$25.00	
FY13	\$155.00	\$25.00	
FY14	\$155.00	\$25.00	
FY15	\$155.00	\$25.00	

TRANSFER STATION RECEIPTS VS. EXPENSES
10 YEAR HISTORY

FISCAL YEAR	Transfer Stn Receipts	Transfer Stn Expenses	Profit / Loss	Notes
FY04	\$241,940	\$205,861	\$36,079	
FY05	\$275,405	\$242,350	\$33,055	
FY06	\$386,694	\$367,901	\$18,793	
FY07	\$256,889	\$232,889	\$24,000	
FY08	\$289,284	\$275,127	\$14,157	
FY09	\$316,432	\$263,368	\$53,064	
FY10	\$375,277	\$256,534	\$118,743	First year of Recycling Sticker.
FY11	\$330,644	\$260,805	\$69,839	
FY12	\$226,157	\$293,244	(\$67,087)	**Accounting changed method of booking revenue.
FY13	\$335,720	\$246,705	\$89,015	
FY14	\$338,458	\$268,293	\$70,165	
FY15	Fiscal year is not yet completed.			

****Note :** In FY12 accounting changed the method of how they booked revenue for the Transfer Station Stickers. Originally the revenue was booked in the fiscal year it was received instead of the fiscal year it belonged to. Transfer Station Sticker revenue is now booked into the year that the sticker covers.

**TRANSFER STATION STICKER PRICE
10 YEAR HISTORY**

YEAR	STICKER PRICE	RECYCLING STICKER PRICE	NOTES
FY04	\$100.00	N/A	
FY05	\$100.00	N/A	
FY06	\$125.00	N/A	Price increase due to Hauling Costs
FY07	\$125.00	N/A	
FY08	\$125.00	N/A	
FY09	\$125.00	N/A	
FY10	\$125.00	\$25.00	Recycling Sticker was begun.
FY11	\$155.00	\$25.00	Increased to match Waylands Sticker Price.
FY12	\$155.00	\$25.00	
FY13	\$155.00	\$25.00	
FY14	\$155.00	\$25.00	
FY15	\$155.00	\$25.00	

TRANSFER STATION RECEIPTS VS. EXPENSES

10 YEAR HISTORY

FISCAL YEAR	Transfer Stn Receipts	Transfer Stn Expenses	Balance	Notes
FY04	\$241,940	\$205,861	\$36,079	
FY05	\$275,405	\$242,350	\$33,055	
FY06	\$386,694	\$367,901	\$18,793	
FY07	\$256,889	\$232,889	\$24,000	
FY08	\$289,284	\$275,127	\$14,157	
FY09	\$316,432	\$263,368	\$53,064	
FY10	\$375,277	\$256,534	\$118,743	First year of Recycling Sticker.
FY11	\$330,644	\$260,805	\$69,839	
FY12	\$226,157	\$293,244	(\$67,087)	**Accounting changed method of booking revenue.
FY13	\$335,720	\$246,705	\$89,015	
FY14	\$338,458	\$251,225	\$87,233	
FY15	Fiscal year is not yet completed.			

****Note :** In FY12 accounting changed the method of how they booked revenue for the Transfer Station Stickers. Originally the revenue was booked in the fiscal year it was received instead of the fiscal year it belonged to. Transfer Station Sticker revenue is now booked into the year that the sticker covers.

	FY13 Actual	FY14 Actual	FY15 Appropriated	FY16 FinCom 2.0%	FY16 FinCom 2.5%	FY16 Level Service
TRANSFER STATION ENTERPRISE FUND						
600151-511100 Non-Clerical	99,406	105,917	110,570	113,476	113,476	113,476
600151-511200 Overtime	6,866	7,185	7,400	7,400	7,400	7,400
600151-511300 Clerical	9,255	8,416	9,621	9,621	9,621	9,621
600151-511800 Stipends	4,095	4,095	4,095	4,095	4,095	4,095
Sub Total: Personal Services	119,622	125,613	131,686	134,592	134,592	134,592
600157-522100 General Expense	24,080	7,549	25,000	25,000	25,000	25,000
600157-522380 Maintenance	18,314	24,045	32,000	32,000	32,000	32,000
600157-522390 Hauling & Disposal	49,019	60,188	102,000	100,000	100,000	100,000
600157-522770 Resource Recovery	15,608	12,263	21,500	21,500	21,500	21,500
Prior Year Encumbrances	-	17,069	-	-	-	-
Sub Total: Expenses	107,021	104,045	180,500	178,500	178,500	178,500
600158-53000 Capital Expense	-	-	-	160,000	160,000	160,000
Sub Total: Capital Expenses	-	-	-	160,000	160,000	160,000
Direct Costs	226,643	229,658	312,186	473,092	473,092	473,092
INDIRECT COSTS:						
Benefits/Insurance	20,062	21,567	16,255	16,700	16,700	16,700
Indirect Costs*	20,062	21,567	16,255	16,700	16,700	16,700
Total Costs	246,705	251,225	328,441	489,792	489,792	489,792
Enterprise Receipts	335,720	338,458	328,441	330,000	330,000	330,000
Retained Earnings Used	-	-	-	160,000	160,000	160,000
Transfers In	-	-	-	-	-	-
Total Revenue	335,720	338,458	328,441	490,000	490,000	490,000
Surplus/Deficit	89,015	87,233	-	208	208	208

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

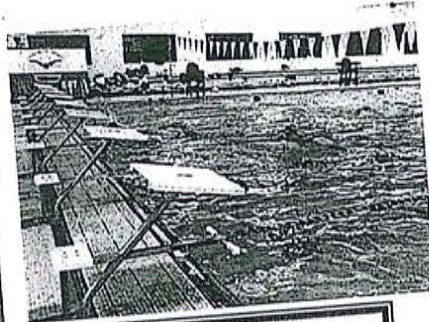
Note: do not change yellow for now

Per email from Andrea Terkelsen on 12/11/14, the retained earnings available for the Transfer Station is certified at \$238,868. We plan to use \$160,000 toward the purchase of a new hauling truck in FY16.

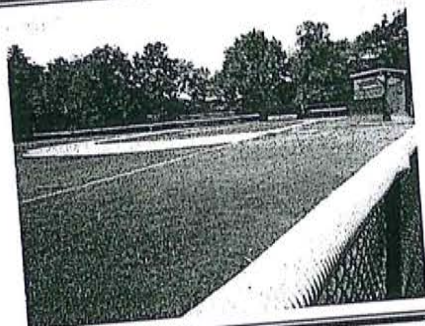
The reason that the FY14 Actual and FY15 Appropriated amount for General Expense is so different is due to the fact that we did not have to order Pay-Per-Throw Bags that year and they are a significant cost.



Transfer Station/Recycle Center



Atkinson Pool



Recreational Field Maintenance

#246,705

EXPENDITURES	FY12 Actual	FY13 Actual	FY14 Appropriated	FY15 No-Override
Transfer Station	260,098	226,643	426,357	312,186
Atkinson Pool	491,103	512,766	539,808	547,891
Recreation Field Maintenance	125,324	146,760	207,722	221,128
Total: Direct	876,525	886,170	1,173,887	1,081,205
Transfer Station	33,146	20,062	21,567	16,255
Recreation Field Maintenance	-	-	22,500	20,879
Total: Indirect	33,146	20,062	44,067	37,134
Total: Expenditures	909,671	906,232	1,217,954	1,118,339

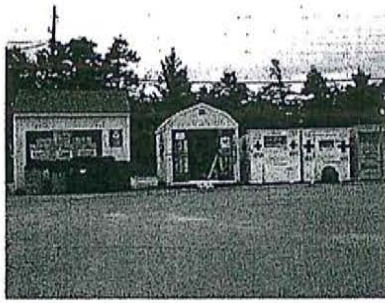
RECEIPTS & RESERVES	FY12 Actual	FY13 Actual	FY14 Appropriated	FY15 No-Override
Transfer Station	335,987	335,720	447,924	328,441
Atkinson Pool	572,606	526,319	539,808	547,891
Recreation Field Maintenance	204,416	231,936	230,222	242,007
Total: Receipts & Reserves	1,113,009	1,093,975	1,217,954	1,118,339

Over/(Under)*	187,743	-	-
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Total Surplus/Deficit

*Over/(Under) for budget reporting purposes only. For complete UMAS/GAAP adjusted prior year actual results for Enterprise funds see audit financial statements.

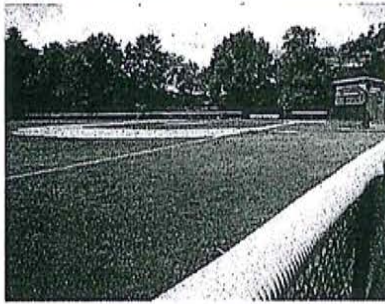
	FY12 Actual	FY13 Appropriated	FY14 No Override	FY14 Level Staff
TRANSFER STATION ENTERPRISE FUND				
Non-Clerical	94,198	99,876	105,716	105,716
Overtime	7,172	7,000	7,210	7,210
Stipends	3,958	4,095	4,095	4,095
Clerical	8,889	9,157	9,386	9,386
Sub Total: Personal Services	114,218	120,128	126,407	126,407
General Expense	19,598	20,150	22,000	22,000
Maintenance	32,732	30,450	30,450	30,450
Hauling & Disposal	71,870	107,000	104,000	104,000
Resource Recovery	21,679	20,000	21,500	21,500
Sub Total: Expenses	145,880	177,600	177,950	177,950
Capital Expense	0	0	122,000	122,000
Sub Total: Capital Expenses	0	0	122,000	122,000
Direct Costs	260,098	297,728	426,357	426,357
INDIRECT COSTS:				
Benefits/Insurance	33,146	20,062	21,567	21,567
Indirect Costs*	33,146	20,062	21,567	21,567
Total Costs	293,244	317,790	447,924	447,924
Enterprise Receipts	226,157	317,523	325,000	325,000
Retained Earnings Used	0	0	122,924	122,924
Salary Contingency	0	0	0	0
Total Revenue	226,157	317,523	447,924	447,924
Surplus/Deficit	(67,087)	(267)	0	0



Transfer Station/Recycle Center



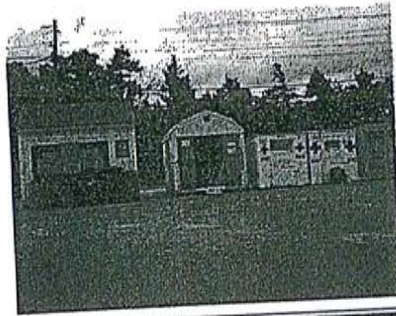
Atkinson Pool



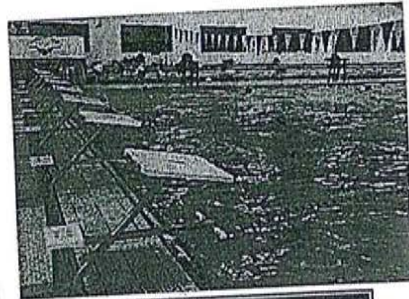
Recreational Field Maintenance

	FY10 Actual	FY11 Actual	FY12 Appropriated	FY13 Appropriated
ENTERPRISE FUND EXPENDITURES				
Transfer Station	256,534	260,805	290,389	297,461
Pool	455,118	485,381	517,230	516,197
Recreation Field Maintenance	113,606	150,908	309,614	217,260
Total Enterprises (Direct)	825,257	897,094	1,117,234	1,030,918

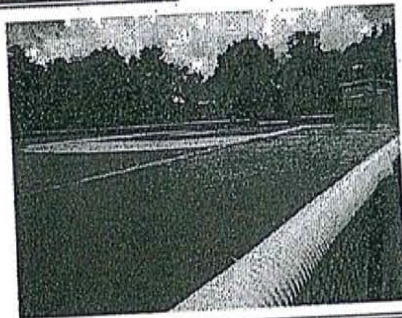
	FY10 Actual	FY11 Actual	FY12 Appropriated	FY13 Appropriated
ENTERPRISE FUND REVENUES				
Transfer Station	297,529	330,644	290,389	297,461
Pool	474,265	487,506	517,230	516,197
Recreation Field Maintenance	170,493	183,976	309,614	217,260
Total Enterprises (Direct)	942,286	1,002,125	1,117,233	1,030,918



Transfer Station/Recycle Center



Atkinson Pool



Recreational Field Maintenance

	FY09	FY10	FY11	FY12
	Actual	Actual	Budget	Appropriated
ENTERPRISE FUND EXPENDITURES				
Transfer Station	263,368	256,534	271,437	290,389
Pool	438,924	455,118	489,868	517,230
Recreation Field Maintenance	0	113,606	221,497	309,614
Total Enterprises (Direct)	702,292	825,257	982,802	1,117,234
	FY09	FY10	FY11	FY12
	Actual	Actual	Budget	Appropriated
ENTERPRISE FUND REVENUES				
Transfer Station	316,432	375,277	301,032	330,000
Pool	457,842	480,692	489,868	517,230
Recreation Field Maintenance	0	170,493	221,497	309,614
Total Enterprises Revenues	774,274	1,026,461	1,012,397	1,156,844

	FY08 Actual	FY09 Actual	FY10 Budget	FY11 Appropriated
ENTERPRISE FUND EXPENDITURES				
Transfer Station	227,305	263,368	301,842	271,437
Pool	429,617	438,924	476,592	489,868
Recreation Field Maintenance	0	0	160,000	221,497
Total Enterprises (Direct)	656,922	702,292	938,434	982,802
	FY08 Actual	FY09 Actual	FY10 Budget	FY11 Appropriated
ENTERPRISE FUND REVENUES				
Transfer Station	289,284	316,432	332,795	301,032
Pool	442,403	457,927	476,592	489,868
Recreation Field Maintenance	0	0	160,000	221,497
Total Enterprises Revenues	731,687	774,359	969,387	1,012,397

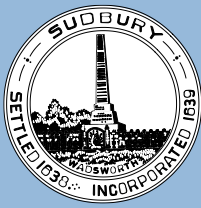
Issued: September 4, 2009

The solid waste disposal enterprise fund pays all its direct and indirect costs, and is not subsidized by the tax levy. This enterprise fund remains self-supporting.

The June 15, 2009, Town Meeting session approved an FY10 Transfer Station enterprise fund budget based on the Non-Override budget amounts shown below as FY10 Appropriated.

	FY07	FY08	FY09	FY10
	Actual	Actual	Appropriated	Appropriated
TRANSFER STATION ENTERPRISE FUND				
Non-Clerical	87,749	88,722	87,026	96,175
Overtime	5,831	6,048	7,000	7,000
Clerical	6,459	7,231	7,762	8,067
Sub Total: Personal Service	100,039	102,001	101,788	111,242
General Expense	6,902	13,237	24,732	24,100
Maintenance	39,647	24,281	50,000	50,000
Hauling & Disposal	71,687	73,970	89,000	98,500
Resource Recovery	13,989	13,816	20,000	18,000
Carryforward Expense	625	16,910	0	0
Sub Total: Expenses	132,850	142,214	183,732	190,600
Direct Costs (appropriated)	232,889	244,215	285,520	301,842
INDIRECT COSTS: (Not Appropriated)				
Benefits/Insurance	24,000	30,912	30,912	30,953
Indirect Costs*	24,000	30,912	30,912	30,953
TOTAL: TRANSFER STATION ENTERPRISE	256,889	275,127	316,432	332,795
Transfer Station Receipts	256,889	289,284	290,000	286,000
Retained Earnings Used	0	0	26,432	45,683
Salary Contingency		0		1,112
Total Revenue	256,889	289,284	316,432	332,795
Surplus/Deficit	0	14,157	0	0

	Actual FY06	Actual FY07	Appropriated FY08	Appropriated FY09
TRANSFER STATION ENTERPRISE FUND				
Non-Clerical	85,322	87,749	89,491	87,026
Overtime	5,440	5,831	7,000	7,000
Clerical	6,887	6,459	7,287	7,762
Sub Total: Personal Services	97,648	100,039	103,778	101,788
General Expense	22,774	6,902	24,732	24,732
Maintenance	44,287	39,647	34,100	50,000
Hauling & Disposal	85,996	71,687	89,000	89,000
Resource Recovery	10,050	13,989	20,000	20,000
Carryforward Expense	506	625	0	0
Sub Total: Expenses	163,613	132,850	167,832	183,732
Capital Expense	106,640	0	0	0
Sub Total: Capital Expenses	106,640	0	0	0
Direct Costs (appropriated)	367,901	232,889	271,610	285,520
INDIRECT COSTS: (Not Appropriated)				
Benefits/Insurance	18,793	24,000	30,912	30,912
Indirect Costs (appropriated in gene	18,793	24,000	30,912	30,912
TOTAL: TRANSFER STATION ENTERPRISE	386,694	256,889	302,522	316,432
Transfer Station Receipts	386,694	256,889	302,486	290,000
Retained Earnings Used	0	0	0	26,432
Salary Contingency Used			36	
Total Revenue	386,694	256,889	302,522	316,432
Surplus/Deficit	0	0	0	0



SUDBURY BOARD OF SELECTMEN

Tuesday, April 7, 2015

CONSENT CALENDAR ITEM

15: Nstar Grant of Location Utility Pole

REQUESTOR SECTION

Date of request: April 2, 2015

Requestor: NSTAR Electric and Verizon New England

Formal Title: Vote to approve (or disapprove) Utility Petition #15-01 for joint petition by NSTAR Electric Company and Verizon New England, Inc to relocate a pole 78/209 to provide clearance for access to a new subdivision at the intersection of Anthony Drive and North Road, as requested by William D. Lemos, Supervisor, Rights and Permits, NSTAR Electric Company, in a letter dated February 24, 2015.

Recommendations/Suggested Motion/Vote: Vote to approve (or disapprove) Utility Petition #15-01 for joint petition by NSTAR Electric Company and Verizon New England, Inc to relocate a pole 78/209 to provide clearance for access to a new subdivision at the intersection of Anthony Drive and North Road, as requested by William D. Lemos, Supervisor, Rights and Permits, NSTAR Electric Company, in a letter dated February 24, 2015.

Background Information:

Attached petition from NSTAR and memo from DPW Director

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

04/07/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:



Town of Sudbury

Dept. of Public Works

275 Old Lancaster Road
Sudbury, MA 01776
(978) 440-5421; (978) 440-5451 fax
I. William Place, DPW Director/Town Engineer

ENGINEERING • HIGHWAY • PARKS & GROUNDS • TRANSFER STATION • TREES & CEMETERY

March 25, 2015

Ms. Maryanne Bilodeau
Interim Town Manager
288 Old Sudbury Road
Sudbury, MA 01776

Subject: NStar Electric & Verizon New England Inc.

Petition Pole 78/209 North Road

Dear Ms. Bilodeau:

On March 16, 2015, the Board of Selectmen received a petition from NStar Electric & Verizon New England Inc. to relocate a pole 78/209 at the intersection of Anthony Drive and North Road as shown on a plan by Eversource dated Feb 18, 2015.

The old pole which was located just west of Anthony Drive was hit in a vehicle accident and never replaced. A new pole will be installed as shown west of Anthony Drive to remove the sag in the Verizon cable and to provide adequate clearance for vehicles entering Anthony Drive. Recommend the Board grant approval of this petition.

If there are any questions, please advise.

Sincerely,

I. William Place, P.E.
Town Engineer/DPW Director

IWP/ab

cc:



February 24, 2015

Board of Selectmen
Sudbury Town Hall
Sudbury , Ma 01776

RE: North Road
Sudbury, Ma
WO# 201666

No Hearing Required

Dear Members of the Board:

The enclosed petition and plan is being presented by the Nstar Electric Company and Verizon New England Inc. for the purpose of obtaining a grant of location to relocate (1) existing pole, 78/209 North Road Sudbury.

This work is necessary to provide clearance for access to a new 6 lot subdivision.

If you have any questions, please contact Christine Cosby at (508) 305-6989.

Very truly yours,

William D. Lemos, Supervisor
Rights & Permits

WDL/la

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2015 MAR 16 P 2:26

PETITION OF NSTAR ELECTRIC COMPANY AND OTHER COMPANIES FOR JOINT OR IDENTICAL LOCATIONS FOR POLES

To the **Board of Selectmen** of the Town of **SUDBURY**, Massachusetts:

Respectfully represent **NSTAR ELECTRIC COMPANY** and **VERIZON NEW ENGLAND, INC.** companies subject to Chapter 166 of the General Laws (Ter. Ed.), that they desire to construct a line upon, along and across the public way or ways hereinafter specified.

WHEREFORE, your petitioners pray that after due notice and hearing as provided by law the **Board of Selectmen** may by Order grant your petitioners joint or identical locations for the erection or construction of poles, to be owned and used in common by them, and for such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line, said poles to be located, substantially as shown on the plans made by **A. Debenedictis**, dated **February 18, 2015**, and filed herewith, upon, along and across the following public way or ways of said Town:

North Road - Northerly side approximately 414 feet East of Willard Grant Road

Install one (1) new pole (78/209)
Remove one (1) existing pole (78/209)

(WO.#2016666)

" No Hearing Required"

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes. Your petitioners agree to reserve space for one crossarm at a suitable point upon each of said poles for the telephone, fire and police signal wires owned by the Town and used for municipal purposes.

NSTAR ELECTRIC COMPANY

By William D Lemos
William D. Lemos, Supervisor
Rights & Permits

VERIZON NEW ENGLAND, INC.

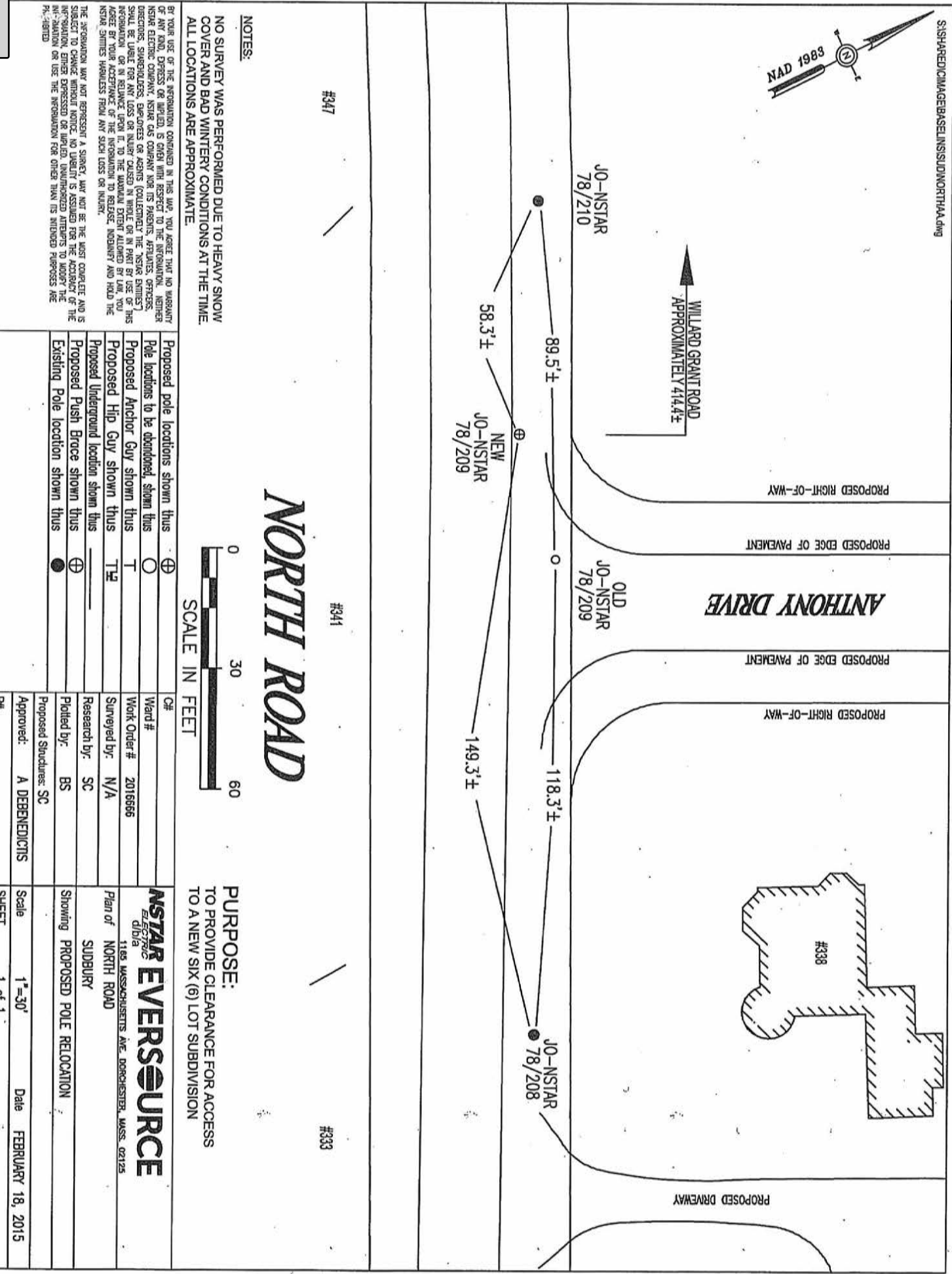
By Albert C. Bessette
Albert C. Bessette

Dated this **23th** day of **February** **2015**

Town of **SUDBURY** , Massachusetts.

Received and filed _____ 2015

S:\SHARED\IMAGE\BASELINE\NSJ\NORTHAA.dwg



NOTES:
 NO SURVEY WAS PERFORMED DUE TO HEAVY SNOW COVER AND BAD WINTER CONDITIONS AT THE TIME.
 ALL LOCATIONS ARE APPROXIMATE.



PURPOSE:
 TO PROVIDE CLEARANCE FOR ACCESS TO A NEW SIX (6) LOT SUBDIVISION

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. WHETHER NORTH ELECTRIC COMPANY, NSTAR OR COMPANY FOR ITS PRESENTS, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHOULD BE LIABLE IN ANY MANNER FOR THE INFORMATION CONTAINED HEREIN OR FOR ANY INFORMATION OR IN RELIANCE UPON IT TO THE EXTENT THAT THE INFORMATION CONTAINED HEREIN IS SUBJECT TO YOUR ACCEPTANCE OF THE INFORMATION TO RELOCATE, MODIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, AND IS NOT BE THE MOST COMPLETE, AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED, UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

NORTH ROAD

#347

#341

#333

Proposed pole locations shown thus	⊕
Pole locations to be abandoned, shown thus	○
Proposed Anchor Guy shown thus	T
Proposed Hip Guy shown thus	T _H
Proposed Underground location shown thus	—
Proposed Push Brace shown thus	⊕
Existing Pole location shown thus	●

Client:	CH
Ward #	
Work Order #	2016666
Surveyed by:	N/A
Research by:	SC
Plotted by:	BS
Proposed Structures:	SC
Approved:	A DEBENEDICTIS
Scale	1"=30'
Date	FEBRUARY 18, 2015
Sheet	1 of 1

NSTAR EVERSOURCE
Electric
 d/b/a
 1185 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of NORTH ROAD
 SUBBURY
 Showing PROPOSED POLE RELOCATION

ORDER FOR JOINT OR IDENTICAL LOCATIONS FOR POLES
Town of **SUDBURY**, Massachusetts

WHEREAS, **NSTAR ELECTRIC COMPANY** and **VERIZON NEW ENGLAND, INC.** have petitioned for joint or identical locations for the erection or construction of poles to be owned and used in common by them upon, along and across the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is **ORDERED** that **NSTAR ELECTRIC COMPANY** and **VERIZON NEW ENGLAND, INC.** be and hereby are granted joint or identical locations for the erection or construction of poles, to be owned and used in common by them, and for such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line upon, along and across the following public way or ways of said Town:

North Road - Northerly side approximately 414 feet East of Willard Grant Road

Install one (1) new pole (78/209)
Remove one (1) existing pole (78/209)

(WO.#2016666)

No Hearing Required

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on a plans made by **A. Debenedictis February 18, 2015**, on file with said petition. There may be attached to said poles by said **NSTAR ELECTRIC COMPANY** and by said **VERIZON NEW ENGLAND, INC.** wires and cables necessary for the conduct of their business. All such wires and cables shall be placed at a height of not less than eighteen feet from the ground at crossings of other ways and at not less than fourteen feet from the ground elsewhere.

_____ Selectmen of
the Town of
SUDBURY

CERTIFICATE

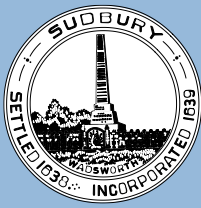
We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter.Ed.), and any additions thereto or amendments thereof, to wit: -after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held at _____ in said Town on _____ day of _____, 2015 at _____ P.M.

_____ Selectmen of
the Town of
SUDBURY

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the Town of **SUDBURY** Massachusetts, duly adopted on the _____ day of _____ 2015, and recorded with records of location Orders of said Town, Book ____, Page ____, and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of **SUDBURY** , Massachusetts



SUDBURY BOARD OF SELECTMEN
Tuesday, April 7, 2015

CONSENT CALENDAR ITEM

16: Minutes Approval

REQUESTOR SECTION

Date of request: April 2, 2015

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of March 10, 2015.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of March 10, 2015.

Background Information:
attached

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

04/07/2015 7:30 PM

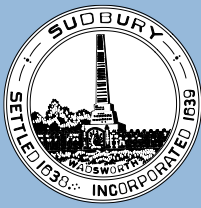
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN

Tuesday, April 7, 2015

CONSENT CALENDAR ITEM

17: COA Resignation

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to accept the resignation of Elizabeth Ingersoll, 150 North Road, Unit #39, from the Council on Aging, and to thank her for her service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignation of Elizabeth Ingersoll, 150 North Road, Unit #39, from the Council on Aging, and to thank her for her service to the Town.

Background Information:
See resignation letter 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

04/07/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Elizabeth Ingersoll
150 North Rd. Unit #39
Sudbury, MA 01776

Jack Ryan, President
Sudbury Council on Aging
Town Hall
Sudbury, MA 01776

March 29, 2015

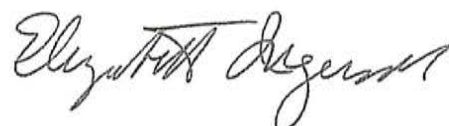
RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2015 MAR 30 P 12:45

Dear Jack and Council Members,

It is with regret that I am writing to resign from the Council on Aging. I've just returned from 3 1/2 months in California, and realized that my heart is looking westward more and more these days. I've also become involved with some intergenerational programs with the Berkeley Public Schools and the North Berkeley Senior Center, and will be traveling coast to coast over the next few months.

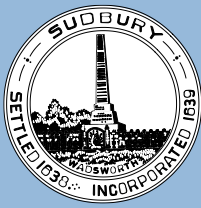
In my short time with the Council I've come to appreciate the hard work of Deborah Galloway at the Senior Center, and all the Council members. You really cover a wide range of interests and needs of the Town's senior population, and are busy addressing some future needs as well. I will miss being involved with some of those projects, particularly the transportation assessments, and wish the Council every success in its efforts.

Sincerely,



Cc: Deborah Galloway, Director
Sudbury Senior Center

Board of Selectmen



SUDBURY BOARD OF SELECTMEN

Tuesday, April 7, 2015

CONSENT CALENDAR ITEM

18: Spring Sprint & Tri Sprout Triathlons

REQUESTOR SECTION

Date of request: March 24, 2015

Requestor: William Fiske, Race Director at F.I.R.M.

Formal Title: Vote to grant a special permit for the Annual Sudbury Spring Sprint Triathlon to be held on Sunday, May 17, 2015, and the 6th Annual TriSprouts Children’s Triathlon on Saturday, May 16, 2015.

Recommendations/Suggested Motion/Vote: *Vote to grant permission for the Annual Sudbury Spring Sprint Triathlon on Sunday, May 17th, at 8 a.m., and the sixth Annual TriSprouts Children’s Triathlon on Saturday, May 16th at 9 a.m. as requested in a letter dated March 4, 2015 from Race Director, William Fiske, subject to conditions and permits required by Park and Recreation and a meeting with the Sudbury Police Department prior to the Sunday event, (preferably at the conclusion of Saturday’s children’s event), regarding safety concerns and/or weather issues, and the applicant providing for cleanup of any litter created by race participants and staff.*

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

04/07/2015 7:30 PM

MEETING NOTES SECTION

Board’s action taken:

Follow-up actions required:

- Requestor:



RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2015 MAR 16 A 9:52

19 Deer Run, Charlton, MA 01507

March 4th, 2015

Town of Sudbury
Board of Selectmen
288 Old Sudbury Rd
Sudbury, MA 01776

Board of Selectmen

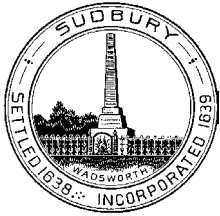
I request permission to hold the 26th Annual Sudbury Spring Sprint Triathlon on Sunday, May 17th, 2015 at 8 AM and the 5th Annual Tri Sprout's children's triathlon on May 16th at 9 AM. This is a fundraiser for the Park & Recreation Department. The Atkinson pool has been reserved with the Aquatic Facility Director. Police Detail will be hired as in the past years.

Many Thanks for your assistance.

Sincerely,

William Fiske
Race Director

508-434-0123 Office
508-434-0121 Fax
www.firm-racing.com



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

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

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

Organization Name _____

Event Name _____

Organization Address _____

Name of contact person in charge _____

Telephone Number(s) of contact _____ (cell) _____

Email address _____

Date of event _____ Rain Date _____

Starting time _____ Ending time _____

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

Anticipated number of participants _____

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

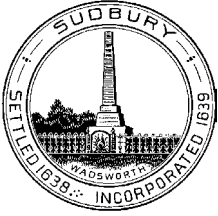
Organization that proceeds will go to _____

Any other important information _____

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

Signature of Applicant _____ Date _____

Attachment: FIRM Triathlon application 2015_BOS (1252 : Spring Sprint & Tri Sprout Triathlons)



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

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

Application Checklist:

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

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

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

Application received in Selectmen's office by _____ Date _____

Recommendation and requirements of Sudbury Chief of Police: _____

Signature of Police Chief _____ Date _____

Attachment: FIRM Triathlon application 2015_BOS (1252 : Spring Sprint & Tri Sprout Triathlons)



📍

HOME (/) DISCOVER (/US/) IMPROVE

Log in

(https://www.mapmyrun.com/auth/login/)

(/IMPROVE/)

Choose map location

Address or Zip/Postal | SEARCH

COPY (/ROUTES/COPY/39645/) CLOSE

Import (/workout/import/dashboard/)

SUDBURY SPRINT RUN COURSE

Begins in: Sudbury, MA, United States

Creator: firm-racing (/profile/12074/)

This is a fast flat run

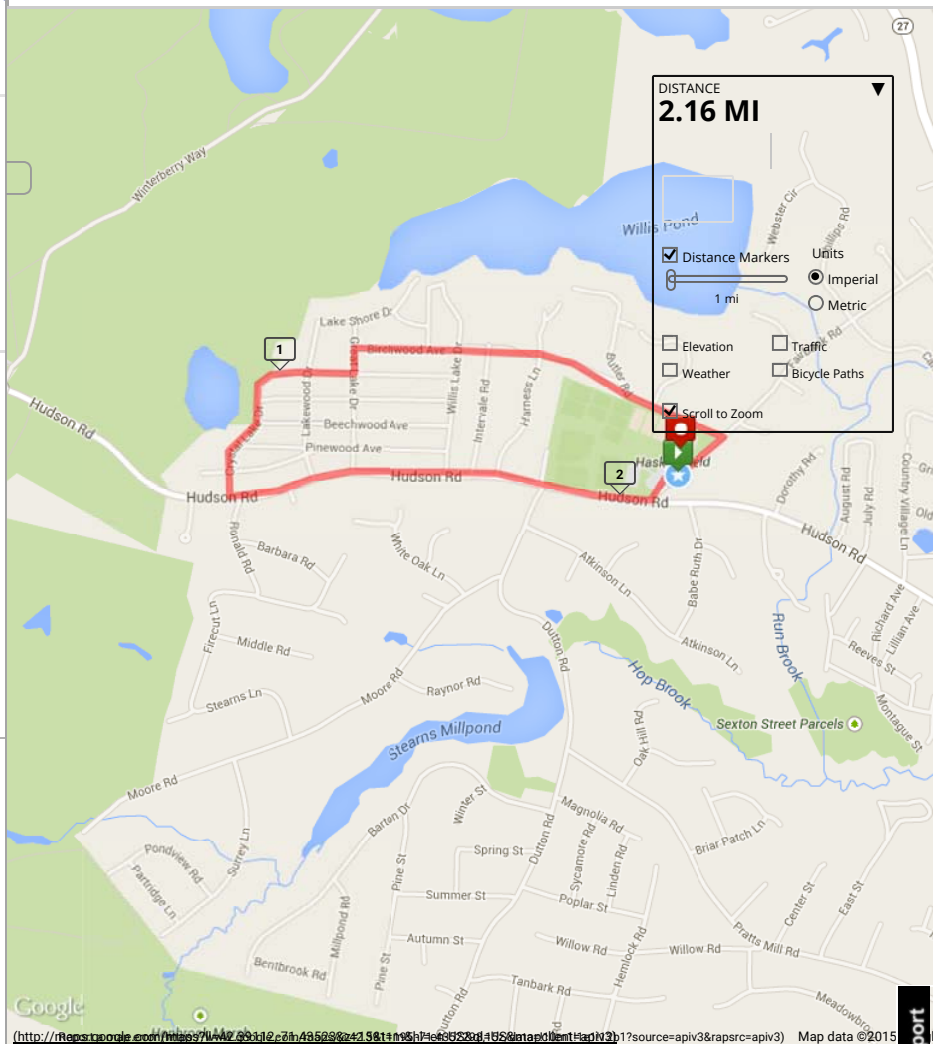
► Directions / Notes

(/routes/print/39645/)



Go MVP (http://mvp.mapmyrun.com) - No Advertisements

Try Route Genius for fresh local routes of your target distance (/maps/auto_route/)



Support

(http://

Attachment: FIRM Triathlon application 2015_BOS (1252 : Spring Sprint & Tri Sprout Triathlons)

► Elevation



📍

HOME (/) DISCOVER (/US/) IMPROVE

Log in

(https://www.mapmyride.com/auth/login/)

Try Route Genius for fresh local routes of your target distance (/maps/auto_route/)

(/IMPROVE/)

Choose map location

Address or Zip/Postal | SEARCH

COPY (/ROUTES/COPY/39640/) CLOSE

Import (/workout/import/dashboard/)

SUDBURY BIKE COURSE

Begins in: Sudbury, MA, United States

Creator: firm-racing (/profile/12074/)

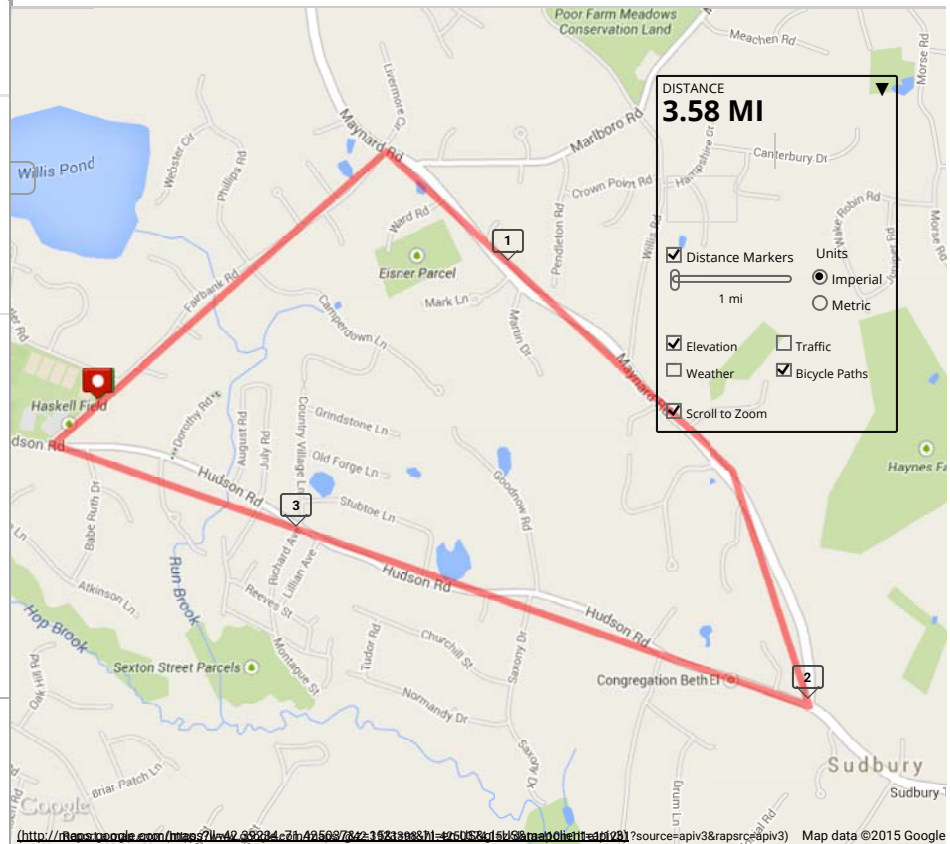
This is a 2 loop course

▶ Directions / Notes

(/routes/print/39640/)



Go MVP (http://mvp.mapmyride.com) - No Advertisements



Support

(http://)

▼ Elevation Show elevation with grades





HOME (/)

DISCOVER (/US/)

IMPROVE

Log in

(https://www.mapmyrun.com/auth/login/)

(/IMPROVE/)

Choose map location

Address or Zip/Postal SEARCH

COPY (/ROUTES/COPY/11602312/)

CLOSE

Import (/workout/import/dashboard/)

TRISPROUTS

Begins in: Sudbury, MA, United States

Creator: firm-racing (/profile/12074/)

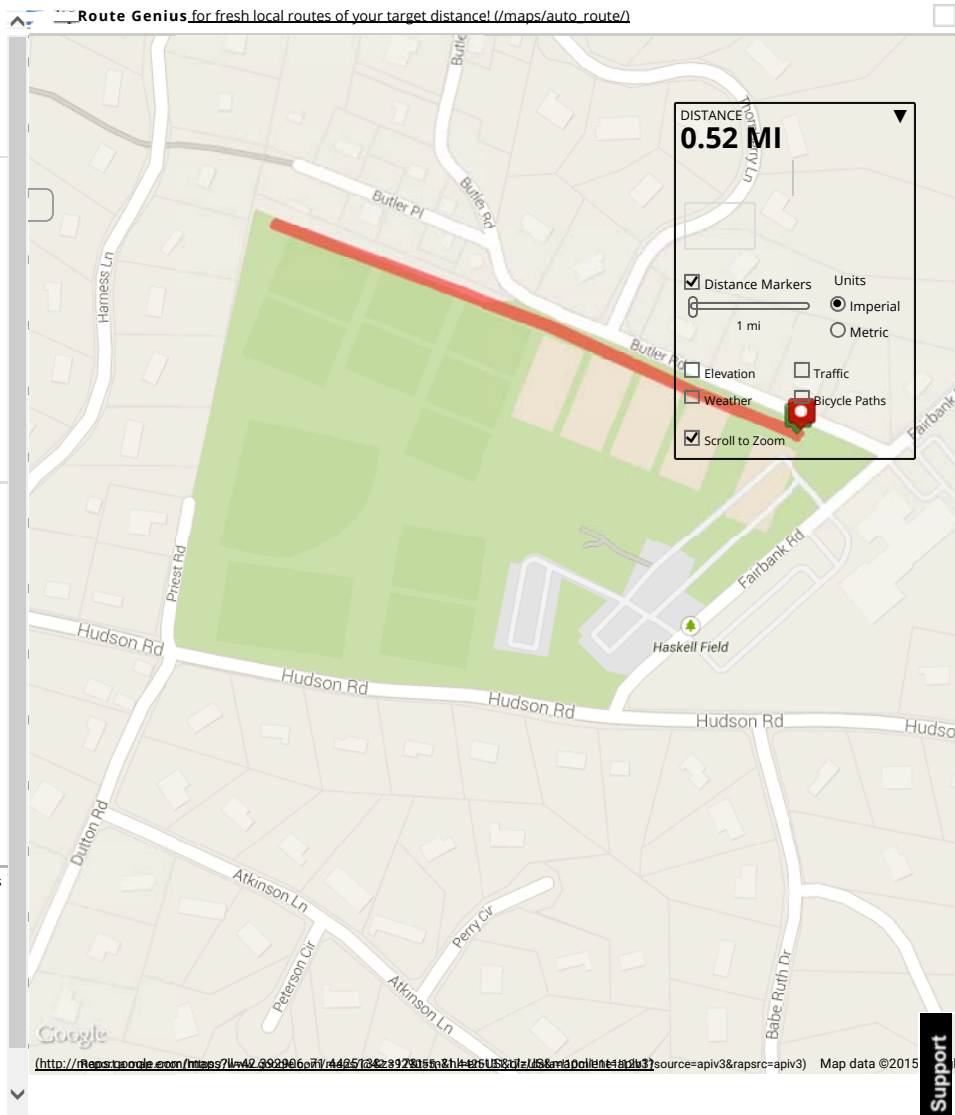
This is a 0.52 mi Run in Sudbury, MA, United States. This map was created by [firm-racing \(/profile/12074/\)](/profile/12074/) on 10/21/2009. [View other Runs \(/profile/12074/\)](/profile/12074/) that firm-racing has done or [find similar maps in Sudbury \(/routes/?location=Sudbury\)](/routes/?location=Sudbury)

► Directions / Notes

[\(/routes/print/11602312/\)](/routes/print/11602312/)



Go MVP (<http://mvp.mapmyrun.com/>) - No Advertisements



Support

(http://

Attachment: FIRM Triathlon application 2015_BOS (1252 : Spring Sprint & Tri Sprout Triathlons)

► Elevation

CERTIFICATE OF INSURANCE

DATE: 3/19/2015

CERTIFICATE NUMBER: 20150305322796

AGENCY:

ESIX 3 LLC
 d/b/a Entertainment & Sports Insurance eXperts (ESIX)
 d/b/a Entertainment and Sports Insurance Agency (California)
 2727 Paces Ferry Road, Building Two, Suite 1500
 Atlanta, GA 30339
 678-324-3300 (Telephone)
 678-324-3303 (Facsimile)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Triathlon of Colorado
 5825 Delmonico Drive
 Colorado Springs CO 80919-2401

WILLIAM FISKE

INSURERS AFFORDING COVERAGE:

INSURER A: Everest National Insurance Company
 INSURER B: Everest National Insurance Company

EVENT INFORMATION:

Sudbury Sprint Triathlon (5/17/2015 - 5/17/2015)

POLICY/COVERAGE INFORMATION:

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

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	S18ML00212-141	12/1/2014 12:01 AM	12/1/2015 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	S18EX00179-141	12/1/2014 12:01 AM	12/1/2015 12:01 AM	AGGREGATE \$10,000,000
					EACH OCCURRENCE \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to the USA Triathlon sanctioned or approved event specified on this certificate.

The certificate holder is an additional insured as per form ECG20600: Additional Insured - Automatic Status When Required in a Written Agreement.

The General Liability policy is primary as per Form CG0001.

The General Liability policy contains a Waiver of Subrogation provision as required by written agreement per Form ECG24522.

CERTIFICATE HOLDER:

Atkinson Pool
 Fairbanks Rd
 Sudbury MA 1776

NOTICE OF 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:



Attachment: FIRM Triathlon application 2015_BOS (1252 : Spring Sprint & Tri Sprout Triathlons)

CERTIFICATE OF INSURANCE

DATE: 3/19/2015

CERTIFICATE NUMBER: 20150305322797

AGENCY:

ESIX 3 LLC
 d/b/a Entertainment & Sports Insurance eXperts (ESIX)
 d/b/a Entertainment and Sports Insurance Agency (California)
 2727 Paces Ferry Road, Building Two, Suite 1500
 Atlanta, GA 30339
 678-324-3300 (Telephone)
 678-324-3303 (Facsimile)

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NAMED INSURED:

USA Triathlon of Colorado
 5825 Delmonico Drive
 Colorado Springs CO 80919-2401

WILLIAM FISKE

INSURERS AFFORDING COVERAGE:

INSURER A: Everest National Insurance Company
 INSURER B: Everest National Insurance Company

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Sudbury Sprint Triathlon (5/17/2015 - 5/17/2015)

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A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	S18ML00212-141	12/1/2014 12:01 AM	12/1/2015 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	S18EX00179-141	12/1/2014 12:01 AM	12/1/2015 12:01 AM	AGGREGATE \$10,000,000
					EACH OCCURRENCE \$10,000,000

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The certificate holder is an additional insured as per form ECG20600: Additional Insured - Automatic Status When Required in a Written Agreement.

The General Liability policy is primary as per Form CG0001.

The General Liability policy contains a Waiver of Subrogation provision as required by written agreement per Form ECG24522.

CERTIFICATE HOLDER:

Town of Sudbury
 Main St
 Sudbury MA 1776

NOTICE OF 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:



Attachment: FIRM Triathlon application 2015_BOS (1252 : Spring Sprint & Tri Sprout Triathlons)

**Sudbury Spring Sprint Department Feedback
May 17-18, 2015**

DPW

From: Place, Bill
Sent: Thursday, March 19, 2015 2:46 PM
Subject: **ACCEPTED**: Annual Sudbury Spring Sprint Triathlon
When: Saturday, May 16, 2015 8:00 AM to Sunday, May 17, 2015 12:00 PM (UTC-05:00)
Eastern Time (US & Canada).

FIRE DEPARTMENT

From: Miles, William
Sent: Friday, March 27, 2015 4:27 PM
Subject: **ACCEPTED**: Annual Sudbury Spring Sprint Triathlon
When: Saturday, May 16, 2015 8:00 AM to Sunday, May 17, 2015 12:00 PM (UTC-05:00)
Eastern Time (US & Canada).

PARK & RECREATION

From: McShea, Nancy
Sent: Thursday, March 19, 2015 11:53 AM
Subject: **ACCEPTED**: Annual Sudbury Spring Sprint Triathlon
When: Saturday, May 16, 2015 8:00 AM to Sunday, May 17, 2015 12:00 PM (UTC-05:00)
Eastern Time (US & Canada).

We are in favor of this event. Thanks -Nancy

POLICE DEPARTMENT

From: Nix, Scott
Sent: Tuesday, March 24, 2015 11:51 AM
Subject: **ACCEPTED**: Annual Sudbury Spring Sprint Triathlon
When: Saturday, May 16, 2015 8:00 AM to Sunday, May 17, 2015 12:00 PM (UTC-05:00)
Eastern Time (US & Canada).

Last year we addressed some safety concerns with Park & Rec staff and the event seemed to go safer/smooth. We will continue to work with organizers relative to any additional concerns but otherwise we do not have any issues.

Scott

Attachment: Spring Sprint Approvals (1252 : Spring Sprint & Tri Sprout Triathlons)