

SUDBURY BOARD OF SELECTMEN
TUESDAY APRIL 28, 2015
7:30 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	7:30 PM		CALL TO ORDER
	7:30 PM		Opening remarks by Chairman
	7:35 PM		Reports from Interim Town Manager
	7:40 PM		Reports from Selectmen
	7:45 PM		Citizen's comments on items not on agenda
TIMED ITEMS			
1.	7:55 PM	<i>VOTE / SIGN</i>	Vote to sign a resolution recognizing Harold R. Cutler's 50 years of service to the Town of Sudbury as a call firefighter, congratulate him on his retirement effective January 15, 2015, and therefore, to proclaim Thursday, April 30 as Harold R. Cutler Day in the Town of Sudbury.
PUBLIC HEARING			
2.	8:00 PM	<i>VOTE / SIGN</i>	Vote to approve the requested modification of a previously approved Site Plan by Macot Realty Trust, owner, to remove the requirement to install a rain garden at the front of the site and construct stormwater improvements to the rear of the property located at 65 and 71 Union Avenue, zoned Industrial Park District, Town Assessor Map K08, Parcel 0087.
3.	8:15 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.
MISCELLANEOUS			
4.			Meet the new Town Moderator, Michael Fee
5.		<i>VOTE</i>	Review survey results, discussion and possible vote on disposition of existing Police Station, ATM Article #37
6.		<i>VOTE</i>	Discussion and vote positions on Town Meeting Minuteman Articles

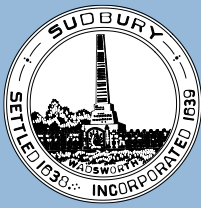
These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Item #	Time	Action	Item
7.		<i>VOTE</i>	Discussion and vote position on Article 53 and whether to recommend discussion of non-binding articles at Town Meeting to Moderator.
8.		<i>VOTE</i>	Discussion and vote positions on petition articles 54 and 55.
9.		<i>VOTE</i>	Discussion and possibly vote on Special Town Meeting Articles as well as speaking assignments and presentations.
10.		<i>VOTE</i>	Discussion and vote positions on other Town meeting articles, as well as speaking assignments and presentations.
11.		<i>VOTE</i>	Discuss and possibly vote positions on article #19 (Cardiac Monitor Replacements - change in funding), article #2 (FY15 Budget Adjustments - snow and ice), and any other free cash articles.
12.		<i>VOTE</i>	Discuss and vote on the Vocational Education Options Committee (VEOC) mission statement and extending the tenure of said committee through May 31, 2016.
13.			Discussion of when to vote the reorganization of the Board of Selectmen
CONSENT CALENDAR			
14.		<i>VOTE</i>	Vote to approve the regular session minutes of March 24, 2014 and April 7, 2014.
15.		<i>VOTE</i>	Vote to enter into the Town record and congratulate Robert D. Wakefield, III, Byron Crane, Caleb J. Longtine, Samuel Paul Owens, Owen William Sette-Ducati, and Thomas F. Brennan, V of Troop 60 to be recognized at a Court of Honor at Sudbury United Methodist Church, May 17, 2015, 4:00 PM, for having achieved the high honor of Eagle Scout.
16.		<i>VOTE</i>	Vote to appoint Dave Henkels, 17 Twin Pond Lane, to serve on the Ponds and Waterway Committee for a term to end on May 31, 2018.
17.		<i>VOTE</i>	Vote to accept the resignation of Sudbury Historical Commission member Liz Radoski and to send her a letter of thanks for her service to the Town.
18.		<i>VOTE</i>	Vote to accept the resignation of David Manjarrez, 47 Firecut Lane, from the Vocational Education Options Committee, and to thank him for his service to the Town.
19.		<i>VOTE</i>	Vote to re-appoint Andrew Kaye, 45 Normandy Drive, Lydia Pastuszek, 15 Griffin Lane, and Peter J. Abair, 14 Dawson Drive, to the Sudbury Housing Trust, all terms to expire April 30, 2017, and send a letter of appreciation to Michael Buoniconti, 66 Puffer Lane, who has resigned.
20.		<i>VOTE</i>	Vote to Grant a Special Permit to the SMILE Mass, to Hold the "Better Together 5K/10K Road Race" on Saturday May 30, 2015, from 9:45 A.M. through approximately 12:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the race's conclusion.
21.		<i>VOTE / SIGN</i>	As the Licensing Authority for the Town of Sudbury, vote to renew a billiards table license for the American Legion Sudbury Post #191, Inc., Spencer R. Goldstein, Manager, 676 Boston Post Road,

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
			said license to expire on May 1, 2016.
22.		<i>VOTE</i>	Vote to accept \$2,171 in miscellaneous donations to support Park and Recreation's Summer Concert Series, said funds to be deposited into the Park and Recreation Revolving 53 1/2 account, as requested by Nancy McShea, Park and Recreation Director.
23.		<i>VOTE</i>	To approve award of FY16 contract by the Interim Town Manager for cleaning services at the Fairbank Center Complex and any subsequent renewal options, subject to review by Town Counsel.

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 28, 2015

TIMED ITEM

1: Recognition of Hal Cutler Retired Call Firefighter

REQUESTOR SECTION

Date of request:

Requestor: Bill Miles Fire Chief

Formal Title: Vote to sign a resolution recognizing Harold R. Cutler's 50 years of service to the Town of Sudbury as a call firefighter, congratulate him on his retirement effective January 15, 2015, and therefore, to proclaim Thursday, April 30 as Harold R. Cutler Day in the Town of Sudbury.

Recommendations/Suggested Motion/Vote: Vote to sign a resolution recognizing Harold R. Cutler's 50 years of service to the Town of Sudbury as a call firefighter, congratulate him on his retirement effective January 15, 2015, and therefore, to proclaim Thursday, April 30 as Harold R. Cutler Day in the Town of Sudbury.

Background Information:
See attached resolution

Financial impact expected:

Approximate agenda time requested: 5 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

04/28/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:



TOWN OF SUDBURY
 FIRE DEPARTMENT
 77 HUDSON ROAD
 SUDBURY, MASSACHUSETTS 01776

WILLIAM L. MILES
 CHIEF OF DEPARTMENT

Resolution

- WHEREAS:** Harold R. Cutler has faithfully served the Town of Sudbury Fire Department as a Call Firefighter for 50 years; and
- WHEREAS:** Harold was first hired as an Auxiliary Firefighter by Chief Albert St. Germain on May 29, 1966, and as a Call Firefighter on February 9, 1967, and has faithfully and effectively served under four Fire Chiefs for nearly one – half century; and
- WHEREAS:** Harold has distinguished himself during his tenure with his outstanding dedication and integrity, and has earned the respect and admiration of all with whom he has come in contact through his insight, professionalism, and sincere concern for always performing in the best interest of those who live and work in the Town of Sudbury; and
- WHEREAS:** Harold R. Cutler has retired from his position as Call Firefighter of the Sudbury Fire Department on January 15, 2015;

NOW, THEREFORE, BE IT RESOLVED:

That we, on behalf of the residents and employees of the Town of Sudbury, express our sincere appreciation to Harold for the many contributions and fond memories he has given to the community and co-workers; and join with family and friends to extend to him best wishes on his retirement from the Town of Sudbury Fire Department. We further proclaim Thursday, April 30, 2015, "***Harold R. Cutler Day***" in Sudbury, Massachusetts, in honor and recognition of his dedicated service and commitment to all.

Signed this 28th day of April in the year two thousand and fifteen.

BOARD OF SELECTMEN

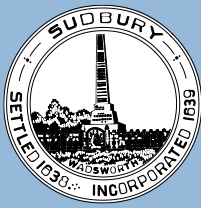
Charles C. Woodard, Chairman

Patricia A. Brown, Vice-Chairman

Lawrence W. O'Brien

Robert C. Haarde

Leonard A. Simon



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

TIMED ITEM

2: Methods Machine Site Plan Modification

REQUESTOR SECTION

Date of request: April 9, 2015

Requested by: Jody Kablack

Formal Title: Vote to approve the requested modification of a previously approved Site Plan by Macot Realty Trust, owner, to remove the requirement to install a rain garden at the front of the site and construct stormwater improvements to the rear of the property located at 65 and 71 Union Avenue, zoned Industrial Park District, Town Assessor Map K08, Parcel 0087.

Recommendations/Suggested Motion/Vote: Vote to approve the requested modification of a previously approved Site Plan by Macot Realty Trust, owner, to remove the requirement to install a rain garden at the front of the site and construct stormwater improvements to the rear of the property located at 65 and 71 Union Avenue, zoned Industrial Park District, Town Assessor Map K08, Parcel 0087.

Background Information:

Financial impact expected:NA

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting: Jody Kablack, Plan and Comm Dev Director, Dave Duane, Manager

Review:

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

04/28/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:



Town of Sudbury

Planning and Community Development Department

Jody A. Kablack, Director

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

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

TO: Board of Selectmen
FROM: *JAK* Jody Kablack, Planning and Community Development Director
RE: Methods Machines, 65 and 71 Union Avenue
DATE: April 21, 2015

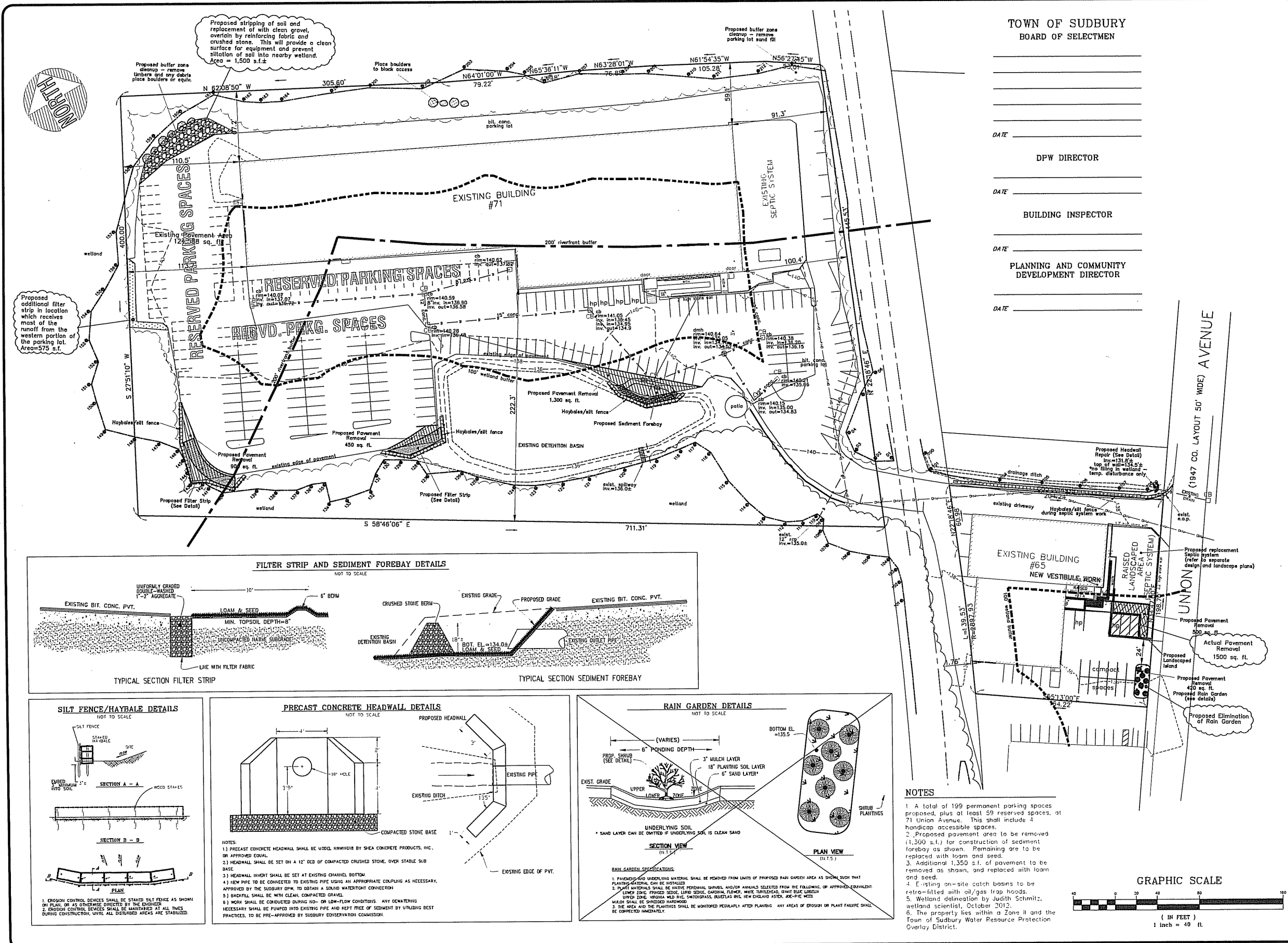
A Site Plan Modification request has been received for the above property. This property received Site Plan approval from the Selectmen on February 12, 2013 in order to change the use of a portion of the existing building from warehouse to office. The original approval required significant stormwater improvements across the site. During construction of the office addition and installation of the expanded septic system, it was discovered that the septic system needed to be larger than originally proposed (by approximately 1500 sq. ft.). This expanded septic system caused a minor rearrangement of parking in the front, which interfered with the construction of the rain garden, a required element of the Stormwater Management Plan for the site.

The site experienced an overall decrease in the amount of impervious surface due to the expanded septic system. The applicant is requesting that this site change – removal of the rain garden – be approved as a modification to the original site plan. To compensate for the minor decrease in the amount of stormwater collection and treatment caused by the removal of the rain garden, the applicant will be creating additional stormwater treatment in the rear of the site. This change has received approval from the Conservation Commission for both the Order of Conditions and the Stormwater Management Permit.

No comments have been received from any Town Departments indicating any issue with this proposal. It is recommended to grant the modification request so that the final construction details can be completed during this spring construction season. The Town holds a \$19,154 performance bond to guarantee completion of the improvements according to the Town approvals.

cc: Building Inspector
Conservation Coordinator
DPW Director
Applicant

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



TOWN OF SUDBURY
BOARD OF SELECTMEN

DATE _____
DPW DIRECTOR _____
DATE _____
BUILDING INSPECTOR _____
DATE _____
PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR _____
DATE _____

THOMAS P. DIPERSIO, JR., P.E.
LICENSE #40077

THOMAS P. DIPERSIO, P.L.S.
LICENSE #29864

PROPOSED SITE PLAN

No	Date	Description
7	12/10/14	Proposed NOI revisions
6	6/10/13	Misc. addit. - details
5	3/18/13	Misc. addit. - details
4	2/19/13	Misc. addit. - details
3	2/5/13	Misc. addit. - details
2	2/1/13	Misc. addit. - details
1	1/22/13	Misc. addit. - dept. heads

Prepared for:
METHODS MACHINE TOOLS, INC.
65 & 71 UNION AVENUE
SUDBURY, MA

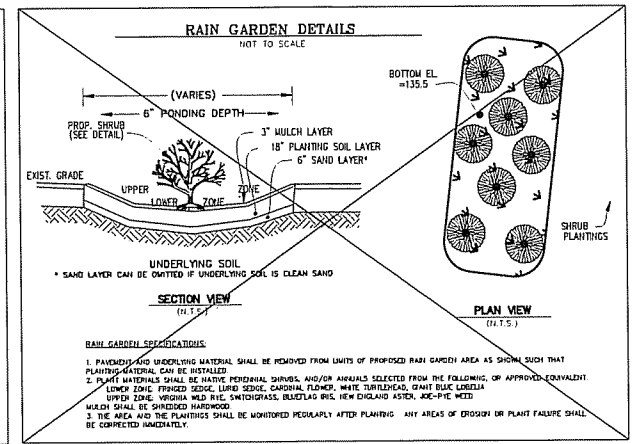
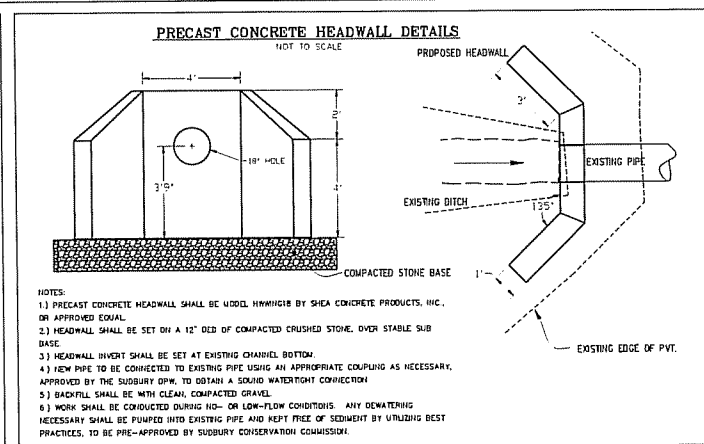
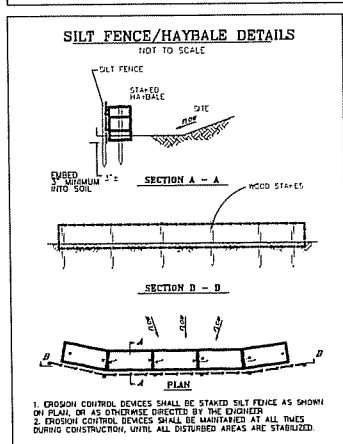
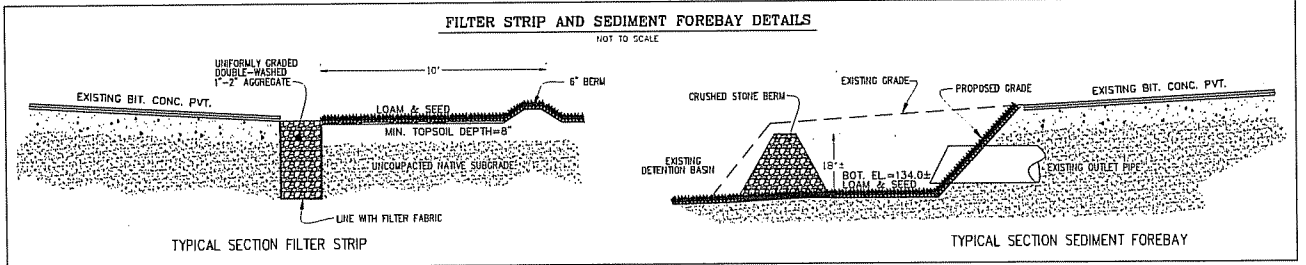
Owned by:
METHODS MACHINE TOOLS, INC.
65 & 71 UNION AVENUE
SUDBURY, MA

Prepared by:
THOMAS LAND SURVEYORS
& Engineering Consultants, Inc.
Land Surveyor, Civil & Environmental Engineer, Planning Consultant

Title:
PROPOSED SITE PLAN
65 & 71 UNION AVENUE
SUDBURY, MA

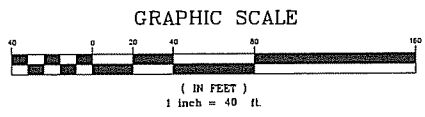
SCALE 1"=40'
DRAWN TD, RD, ML
CHECKED T. DIPERSIO
FILE NAME 2426.dwg (existing conditions plan.dwg)
PLOTTED
ISSUE DATE DEC. 3, 2012
JOB NO. 2426

SHEET 2 OF 2

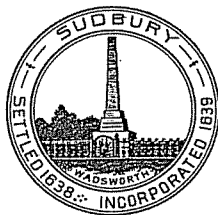


NOTES

1. A total of 199 permanent parking spaces proposed, plus at least 59 reserved spaces, at 71 Union Avenue. This shall include 4 handicap accessible spaces.
2. Proposed pavement area to be removed (1,300 s.f.) for construction of sediment forebay as shown. Remaining are to be replaced with loam and seed.
3. Additional 1,350 s.f. of pavement to be removed as shown, and replaced with loam and seed.
4. Existing on-site catch basins to be retro-filled with oil/gas trap hoods.
5. Wetland delineation by Judith Schmitt, wetland scientist, October 2012.
6. The property lies within a Zone II and the Town of Sudbury Water Resource Protection Overlay District.



Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Town of Sudbury

Office of Selectmen

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

TOWN OF SUDBURY NOTICE OF PUBLIC HEARING

The Board of Selectmen will hold a public hearing on Tuesday, April 28, 2015, at 7:45 p.m. at the Town Hall, 322 Concord Road, Sudbury, MA, on the application of Methods Machine and Tools, applicant, for a Modification to an approved Site Plan to remove the requirement to install a rain garden at the front of the site and construct stormwater improvements to the rear of the property located at 65 and 71 Union Avenue, zoned Industrial Park District, Town Assessor Map K08, Parcel 0087.

Board of Selectmen

Publication: *Sudbury Town Crier*: April 9 and 16, 2015

Post: Town Hall and Flynn Building

cc: Abutters
Applicant
Owner
Sudbury Town Clerk
Sudbury Planning Board

Macot Realty Trust
65 Union Ave
Sudbury, Massachusetts 01776

RECEIVED
MAR 26 2015

(508) 245-0700
Fax (978) 263-6720

BY:

March 26, 2015

Board of Selectmen
c/o Jody Kablack
Town of Sudbury
278 Old Sudbury Road
Sudbury Ma, 01776

RE: Request to modify Site Plan Decision – 65 & 71 Union Avenue, dated Feb 12, 2013

Macot Realty Trust owner of the property at 65 and 71 Union Ave that Methods Machine Tools is located on, requests a modification of the site plan decision dated Feb 12, 2013. This request is to remove the requirement to install a rain garden at the front of the site on Union Ave. On March 23, 2015 the Conservation Commission granted this amendment change to both the Order of Condition and the Stormwater Management Permit.

Background: As a result of the installation of the new septic system, more parking area was removed from the site than was originally proposed. The approved site plan called for 900 square feet of pavement to be removed from the site, including the rain garden area. As a result of the septic system project, 1,500 square feet of pavement was actually removed. Refer to the attached site plan for details of this change. We propose that in lieu of the rain garden, an additional grassed filter strip, and some additional improvements to the rear of the property, be constructed. These details are shown on the included revised Site Plan.

Our request is that you remove the rain garden requirement and approve our approved solution at the rear of the property as seen in red on the included site plan.

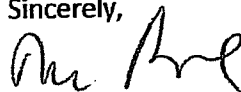
Accompanying this request, I am enclosing the following documents:

1. 10 copies of the amended order of conditions
2. Three copies of full size proposed site plan with changes in red.
3. Seven copies of 11" x 17" proposed site plan with changes in red.

If you have any questions, or require any additional information or materials, please do not hesitate to contact me.

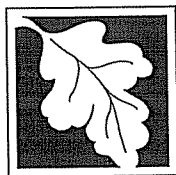
Thank you.

Sincerely,



Dave Duane
Macot Realty Trust

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #
301-1104
eDEP Transaction #
Sudbury
City/Town

A. General Information

Please note: this form has been modified with added space to accommodate the Registry of Deeds Requirements

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Sudbury
Conservation Commission

2. This issuance is for (check one):
a. Order of Conditions b. Amended Order of Conditions

3. To: Applicant:
David Duane
a. First Name b. Last Name

Methods Machine Tools
c. Organization

65 and 71 Union Ave.
d. Mailing Address

Sudbury MA 01776
e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):
a. First Name b. Last Name

Macot Realty Trust
c. Organization

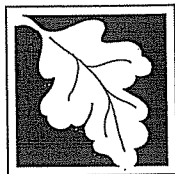
65 Union Ave.
d. Mailing Address

Sudbury MA 01776
e. City/Town f. State g. Zip Code

5. Project Location:
65 and 71 Union Ave. Sudbury
a. Street Address b. City/Town

K08 0051 and 0087
c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: d m s d m s
d. Latitude e. Longitude



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #

301-1104

eDEP Transaction #

Sudbury

City/Town

A. General Information (cont.)

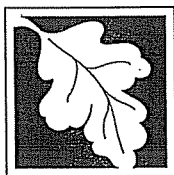
6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
Middlesex
 a. County 11164 & 14385 b. Certificate Number (if registered land) 404 & 266
 c. Book 11164 & 14385 d. Page 404 & 266
7. Dates: 2/21/2013 3/23/2015 3/ amended
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):
Proposed Site Plan
 a. Plan Title Thomas Land Surveyors Tom DiPersio, Jr.
 b. Prepared By c. Signed and Stamped by
12/19/2014 1" = 40'
~~d. Final Revision Date~~ ~~e. Scale~~
- f. Additional Plan or Document Title _____ g. Date _____

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:
 Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- a. Public Water Supply b. Land Containing Shellfish c. Prevention of Pollution
 d. Private Water Supply e. Fisheries f. Protection of Wildlife Habitat
 g. Groundwater Supply h. Storm Damage Prevention i. Flood Control
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #
 301-1104
 eDEP Transaction #
 Sudbury
 City/Town

B. Findings (cont.)

Denied because:

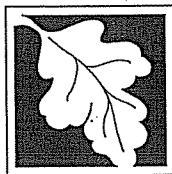
- b. the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310.CMR.10.05(6)(c).**

- 3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) approx. 2
a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement	
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet	
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet	
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet	
	e. c/y dredged	f. c/y dredged			
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet	
	Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet			
	Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet			
	Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
	Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

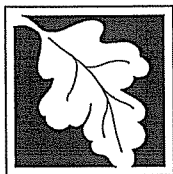
MassDEP File #
 301-1104
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 Sudbury
 City/Town

B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

- | | Proposed Alteration | Permitted Alteration | Proposed Replacement | Permitted Replacement |
|--|---|----------------------|-------------------------------|-------------------------------|
| 10. <input type="checkbox"/> Designated Port Areas | Indicate size under Land Under the Ocean, below | | | |
| 11. <input type="checkbox"/> Land Under the Ocean | _____ a. square feet | _____ b. square feet | | |
| | _____ c. c/y dredged | _____ d. c/y dredged | | |
| 12. <input type="checkbox"/> Barrier Beaches | Indicate size under Coastal Beaches and/or Coastal Dunes below | | | |
| 13. <input type="checkbox"/> Coastal Beaches | _____ a. square feet | _____ b. square feet | _____ c. nourishment
cu yd | _____ d. nourishment
cu yd |
| 14. <input type="checkbox"/> Coastal Dunes | _____ a. square feet | _____ b. square feet | _____ c. nourishment
cu yd | _____ d. nourishment
cu yd |
| 15. <input type="checkbox"/> Coastal Banks | _____ a. linear feet | _____ b. linear feet | | |
| 16. <input type="checkbox"/> Rocky Intertidal Shores | _____ a. square feet | _____ b. square feet | | |
| 17. <input type="checkbox"/> Salt Marshes | _____ a. square feet | _____ b. square feet | _____ c. square feet | _____ d. square feet |
| 18. <input type="checkbox"/> Land Under Salt Ponds | _____ a. square feet | _____ b. square feet | | |
| | _____ c. c/y dredged | _____ d. c/y dredged | | |
| 19. <input type="checkbox"/> Land Containing Shellfish | _____ a. square feet | _____ b. square feet | _____ c. square feet | _____ d. square feet |
| 20. <input type="checkbox"/> Fish Runs | Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above | | | |
| | _____ a. c/y dredged | _____ b. c/y dredged | | |
| 21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage | _____ a. square feet | _____ b. square feet | | |

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #

301-1104

eDEP Transaction #

Sudbury

City/Town

B. Findings (cont.)

* #22. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

22. Restoration/Enhancement *:

a. square feet of BVW

b. square feet of salt marsh

23. Stream Crossing(s):

a. number of new stream crossings

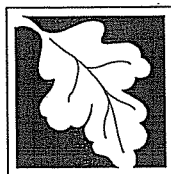
b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not ~~authorize any injury to private property or invasion of private rights.~~
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 8/7/2016 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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C. General Conditions Under Massachusetts Wetlands Protection Act

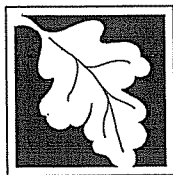
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]

"File Number 301-1104 "

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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301-1104
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Sudbury
City/Town

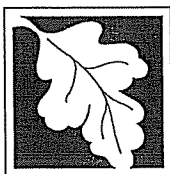
C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1) is subject to the Massachusetts Stormwater Standards
- (2) is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

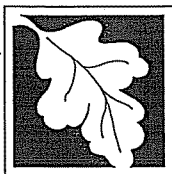
ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Massachusetts Department of Environmental Protection
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WPA Form 5 – Order of Conditions
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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

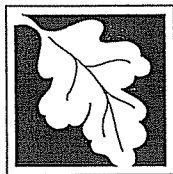
- g) The responsible party shall:
 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

- 20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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301-1104

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Sudbury

City/Town

D. Findings Under Municipal Wetlands Bylaw or Ordinance

- 1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
- 2. The Sudbury hereby finds (check one that applies):

Conservation Commission

- a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Sudbury Wetlands Administrative Bylaw

1. Municipal Ordinance or Bylaw

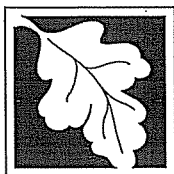
2. Citation

- 3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

See Attached Conditions in "Attachment to Order of Conditions"

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

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301-1104

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Sudbury

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E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

1. Date of Issuance

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

by hand delivery on

by certified mail, return receipt requested, on

Date

Date

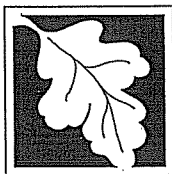
F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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Sudbury

City/Town

E. Signatures

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1. Date of Issuance

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This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

[Handwritten signatures]

Elizabeth Ang

[Handwritten signature]

by hand delivery on

by certified mail, return receipt requested, on

Date

Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

DRAFT

April 28, 2015

SITE PLAN
MODIFICATION DECISION
SUDBURY BOARD OF SELECTMEN

Macot Realty Trust/Methods Machine
65 and 71 Union Avenue

DECISION of the Board of Selectmen of the Town of Sudbury, Massachusetts (the “Board”) on the petition of Macot Realty Trust (the “Applicant”) for property located at 65 and 71 Union Avenue in Sudbury, Massachusetts, (Town Assessor Map K08, Parcels 0051 and 0087 (the “Property”) for approval to modify an approved Site Plan to remove the requirement to install a rain garden at the front of the site and construct stormwater improvements to the rear of the property located at 65 and 71 Union Avenue, zoned Industrial Park District and Industrial District.

This decision is in response to an application dated March 26, 2015 by the Applicant for a Modification of the Site Plan approval granted by the Board on February 12, 2013 pursuant to the Zoning Bylaw of the Town of Sudbury (the “Zoning Bylaw”), Section 6300.

After causing notice of the time and place of its public hearing and of the subject matter thereof to be published, posted and mailed to the Applicant, abutters and other parties in interest, as required by law, the public hearing was called to order on April 28, 2015, and was closed at the end of the April 28, 2015 proceedings. Board members Charles C. Woodard, Lawrence W. O’Brien, Robert C. Haarde, Patricia A. Brown and Leonard A. Simon and were present throughout the proceedings. The record of the proceedings and submissions upon which this decision is based may be referred to in the office of the Town Clerk or the Board office.

The Board is in receipt of the following:

1. Request from Applicant dated March 26, 2015 to Modify Site Plan Decision dated February 12, 2013, including an Amended Order of Conditions from the Conservation Commission, and an amended site plan prepared by Thomas Land Surveyors, Hudson, MA dated December 3, 2012, last revised 12/19/14 (sheet 2 of 2).
2. Amended Order of Conditions and Stormwater Management Permit from the Sudbury Conservation Commission dated March 2015.
3. Memo from Jody Kablack, Planning Director, to the Board of Selectmen dated April 21, 2015.

DRAFT

Based upon a determination that the foregoing evidence, together with the information submitted, conformed to the intent and purpose of the Zoning Bylaw requirements, a motion was made and unanimously approved as follows:

VOTED: To approve the Site Plan Modification Application Macot Realty Trust for approval to modify an approved Site Plan to remove the requirement to install a rain garden at the front of the site and construct stormwater improvements to the rear of the property at 65 and 71 Union Avenue (Town Assessor Map K08, Parcels 0051 and 0087), as described in the above referenced application, subject to compliance with all governmental laws, regulations, licenses and permits including, but not limited to Wetlands Protection Act and Sudbury Wetlands Administration Bylaw, zoning, building and health laws and regulations, and further subject to the following conditions insofar as they apply to the Property:

1. The approval herein granted is based on the Revised Plan and application as described herein, with modifications allowed under this decision, as well as other documents on file but not included herein. All conditions as part of the original Site Plan Decision dated February 12, 2013 are incorporated herein and shall remain in full force and effect.

Appeals of the grant of this permit, if any, shall be made pursuant to M.G.L. Chapter 40A, Section 8.

DRAFT

Date: April 28, 2015

SUDBURY BOARD OF SELECTMEN

Charles C. Woodard, Chairman

Patricia A. Brown

Robert C. Haarde

Lawrence W. O'Brien

Leonard A. Simon

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

April 28, 2015

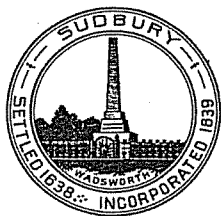
On this 28th day of April, 2015, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was one of the following (check applicable box): a driver's license; personal knowledge, to be the person whose name is signed on the preceding document; or other _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My commission expires _____

cc: Town Clerk
DPW Director
Building Inspector
Planning and Community Development Department
Conservation Commission
Applicant

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

13 FEB 13 PM 3:47

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

Email: selectmen@sudbury.ma.us

February 12, 2013

SITE PLAN DECISION SUDBURY BOARD OF SELECTMEN

Macot Realty Trust/Methods Machine
65 and 71 Union Avenue

DECISION of the Board of Selectmen of the Town of Sudbury, Massachusetts (the "Board") on the petition of Scott McIver, Trustee of the Macot Realty Trust (the "Applicant") for property located at 65 and 71 Union Avenue in Sudbury, Massachusetts, (Town Assessor Map K08, Parcels 0051 and 0087 (the "Property") for approval to modify an approved Site Plan to change the use of approximately 14,233 sq. ft. of space from warehouse to office use at Methods Machine. The property is zoned Industrial District and Industrial Park District.

This decision is in response to an application by the Applicant for approval of a Site Plan Modification submitted to the Board on December 20, 2012 pursuant to the Zoning Bylaw of the Town of Sudbury (the "Zoning Bylaw"), Section 6300.

After causing notice of the time and place of its public hearing and of the subject matter thereof to be published, posted and mailed to the Applicant, abutters and other parties in interest, as required by law, the public hearing was called to order on January 22, 2013, and was closed at the end of the January 22, 2013 proceedings. Board members Lawrence W. O'Brien, Robert C. Haarde and John C. Drobinski and were present throughout the proceedings. The record of the proceedings and submissions upon which this decision is based may be referred to in the office of the Town Clerk or the Board office.

The Board is in receipt of the following:

1. Application for Site Plan Modification dated December 20, 2012 including Site Plans prepared by Thomas Land Surveyors, Hudson, MA dated December 3, 2012, last revised February 5, 2013 consisting of 2 sheets, Existing Conditions Plan and Proposed Site Plan; Exterior Elevations prepared by Gunderson Associates dated October 23, 2012 (1 sheet); and memo from Joshua Fox, attorney dated December 20, 2012.
2. Memo from Debbie Dineen, Conservation Coordinator, to Jody Kablack dated December 31, 2012.
3. Minutes from the Design Review board, dated January 9, 2013.
4. Memo from Jody Kablack, Planning Director, to the Board of Selectmen dated January 16, 2013, including pre-application meeting notes dated January 8, 2013.

Based upon a determination that the foregoing evidence, together with the information submitted, conformed to the intent and purpose of the Zoning Bylaw requirements, a motion was made and unanimously approved as follows:

VOTED: To approve the Site Plan Application of Scott McIver, Trustee of Macot Realty Trust for approval of a site plan modification to an approved Site Plan for a change of use of approximately 14,233 sq. ft. of space from warehouse to office space use at 65 and 71 Union Avenue (Town Assessor Map K08, Parcels 0051 and 0087), as described in the above referenced application, subject to compliance with all governmental laws, regulations, licenses and permits including, but not limited to Wetlands Protection Act and Sudbury Wetlands Administration Bylaw, zoning, building and health laws and regulations, and further subject to the following conditions insofar as they apply to the Property:


1. Receipt of a Stormwater Management Permit from the Planning Board or its delegated Review Authority.
2. Receipt of an Order of Conditions or a Negative Determination of Applicability by the Conservation Commission.
3. Final approval by the Board of Health for the septic system expansion.
4. Close out of the 1984 Conservation Commission filing.
5. Final approval by the Design Review Board of the Landscaping Plan and any new signage.
6. Parking requirements for this change of use are 199 spaces. Paved parking for 140 cars shall be provided. A Special Permit from Section 3113 of the Zoning Bylaw is hereby granted for the approval of 59 Reserve Parking Spaces, which shall be shown on the Plan but not striped.
7. Access around the building at #65 must be kept free from obstruction at all times. Signage shall be required to be installed behind the southwest corner of the building prohibiting parking in this location.
8. The Applicant shall indicate, either on the Plan or in a letter to the board, the type, size and quantity of plantings to be planted in the new landscape island at the front of the site.
9. The plan must be revised to include signature blocks for the Board, the DPW Director, Building Inspector and Planning and Community Development Director.
10. The Applicant has agreed to contribute twenty-five hundred dollars (\$2,500.00) towards the construction of a walkway along Union Avenue, to be expended under the direction of the Director of Public Works.
11. Placement of any new utilities underground.
12. No wells for drinking water supply to be installed on the site.

13. No storage or use of chemicals on site except in conformity with guidelines and requirements of the Board of Health and the Fire Chief; the owner or operator of the site shall comply with the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G.L. Chapter 21E, as amended, and all regulations issued thereunder.
14. Any disposal or removal of effluent and wastes generated on the site shall conform to the requirements of the Board of Health, Town Engineer and/or Conservation Commission, as appropriate.
15. Submission of an "as built" plan. Any change in the physical condition of the site, including changes in the location or design of structures or systems, following approval of the site plan, will require approval by the Board of Selectmen.
16. No Building Permit shall be issued until the Decision has been recorded in the Middlesex South District Registry of Deeds, the Plans are revised as noted above and signed by the Board, and certain items noted above [1, 2, 3, 4, 8, 9 and 10], as specified by the Board, are complied with.
17. No Occupancy Permit shall be issued until certain items noted above [5, 7, 11 and 15], as specified by the Board, are complied with.

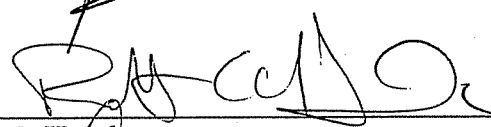
Appeals of the grant of this permit, if any, shall be made pursuant to M.G.L. Chapter 40A, Section 8.

Date: February 12, 2013

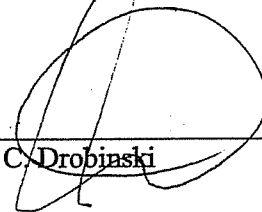
SUDBURY BOARD OF SELECTMEN



Lawrence W. O'Brien, Chairman



Robert C. Haarde



John C. Drobniski

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss


February 12, 2013

On this 12th day of February 2013, before me, the undersigned notary public, personally appeared the above-named Lawrence W. O'Brien, proved to me through satisfactory evidence of identification, which was one of the following (check applicable box): a driver's license; personal knowledge, to be the person whose name is signed on the preceding document; or other _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



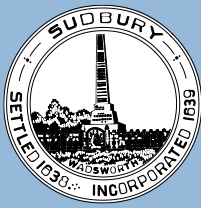
Notary Public

My commission expires 8/3/18

 **MARY A. MCCORMACK**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 3, 2018

- cc: Town Clerk
- Board of Health
- DPW Director
- Building Inspector
- Planning and Community Development Department
- Conservation Commission
- Town Counsel
- Fire Chief
- Applicant

Attachment: Methods Machine MOD Submittal to BOS (1287 : Methods Machine Site Plan Modification)



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

PUBLIC HEARING

3: Erica's Restaurant All Alcoholic Beverages Restaurant License

REQUESTOR SECTION

Date of request:

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

Formal Title: 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

04/28/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:



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

90

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

Carlisle River Inc.

ADDRESS

68 Willow Street

CITY/TOWN

Acton

STATE

MA

ZIP CODE

01720

TRANSACTION TYPE (Please check all relevant transactions):

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

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

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

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 [X]

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.

Table with 4 columns: Name, All Titles and Positions, Specific # of Stock or % Owned, Other Beneficial Interest. Rows include Erica Cannarozzi as President, Treasurer, Secretary, and Director.

*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 [X] If yes, list said interest below:

Table with 3 columns: Name, License Type, Licensee Name & Address. License Type column contains multiple 'Please Select' dropdown menus.

*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

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

THE COMMONWEALTH OF MASSACHUSETTS

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

November 18, 2014 02:25 PM

A handwritten signature in cursive script that reads "William Francis Galvin".

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

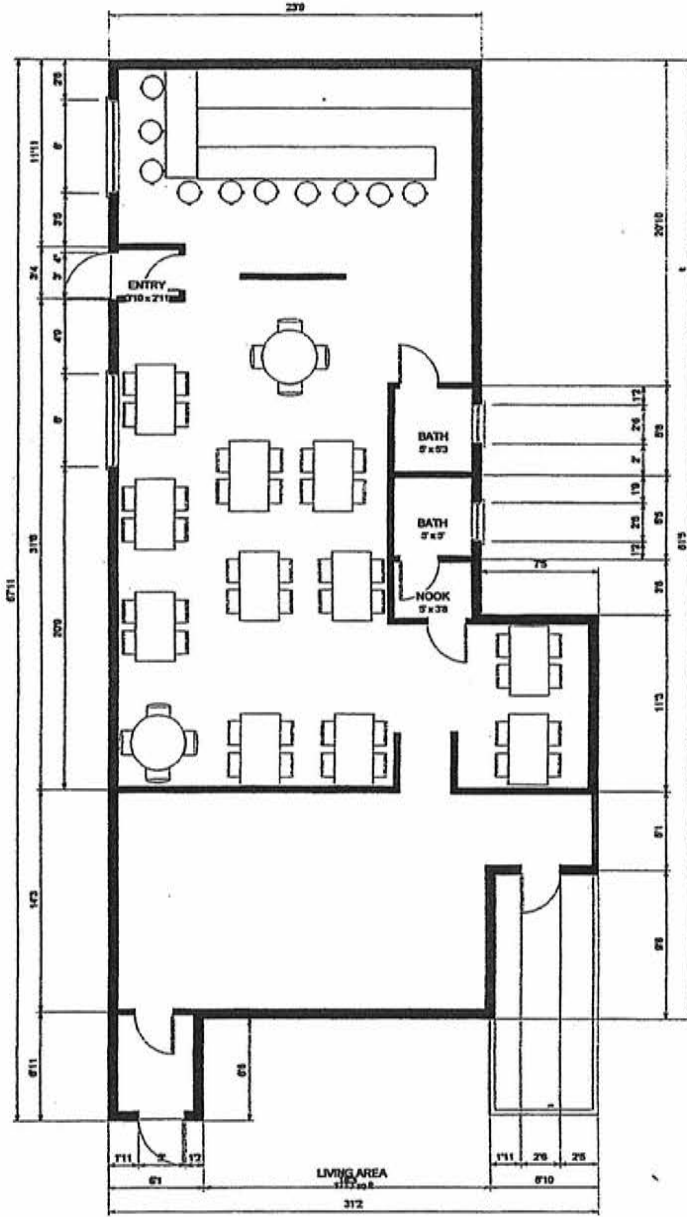
which is

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

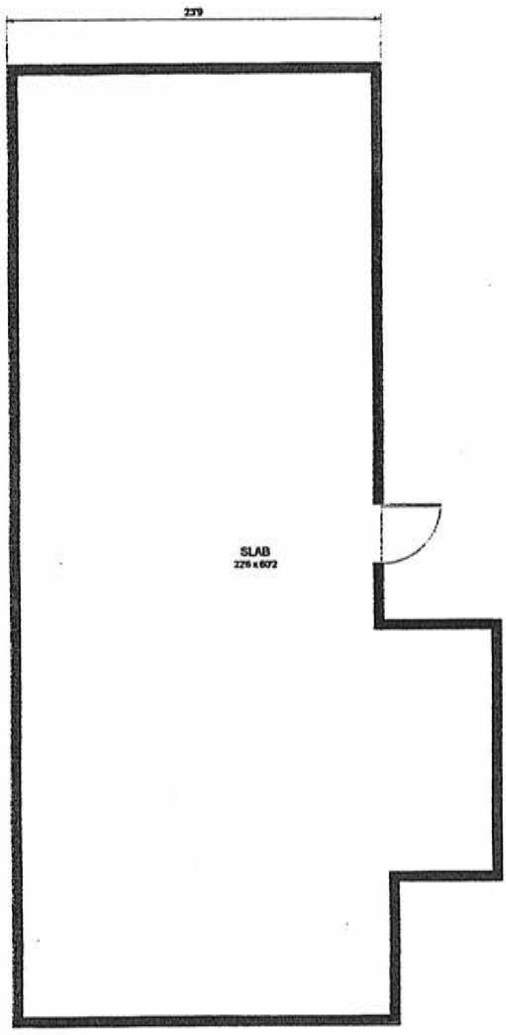
Signed this 18 Day of November, 2014 at 2:27:03 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity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

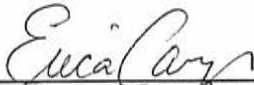
- 23. LIABILITY OF OWNER No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, 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: Carlisle River Inc. Business Name (dba): Erica's Restaurant
Address: 470 North Road
City/Town: Sudbury State: MA Zip Code: 01776
ABCC License Number: (If existing licensee) Phone Number of Premise: (978) 443-0820

2. MANAGER INFORMATION:

A. Name: Erica Cannarozzi B. Cell Phone Number: (978) 771-0410
C. List the number of hours per week you will spend on the licensed premises: 60

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):
11/01-4/14, Kitchen Manager, Asst. Manager Serafina, 195 Sudbury Rd., Concord, 978-371-9050/Sierras, 470 North Rd. Sudbury 978-443-0820

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 03/17/2015

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

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

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


Erica S. Cannarozzi, Sole Shareholder

E


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.



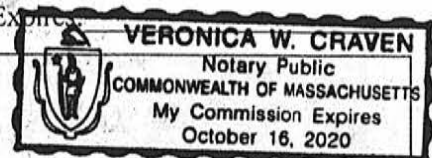
VERONICA W. CRAVEN
(NOTARY Please Print Name)

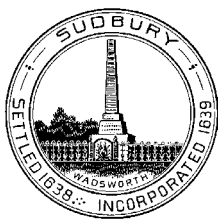
Veronica W. Craven
(NOTARY Signature)

Commission Expires

Town Clerk Use Only

Expiration Date: JANUARY 13, 2019





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 (1293 : Erica's Restaurant All Alcoholic Beverages Restaurant License)

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

Differences exist between documents.

New Document:	Old Document:
Amended Lease	Original Lease
4 pages (2.60 MB)	4 pages (2.47 MB)
3/23/2015 11:34:38 AM	3/23/2015 11:34:37 AM
Used to display results.	

[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 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.

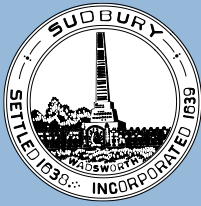
LESSEE:
CARLISLE RIVER INC ▲
By


Erica S. Cannarozzi, President

LESSOR:
SIERRAS REALTY TRUST
By


Samuel J. Cannarozzi, Trustee

Attachment: Memo to BOS lease comparison (1293 : Erica's Restaurant All Alcoholic Beverages Restaurant License)



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

MISCELLANEOUS (UNTIMED)

4: Meet the Moderator

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Meet the new Town Moderator, Michael Fee

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:n/a

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Mike Fee

Review:

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

04/28/2015 7:30 PM

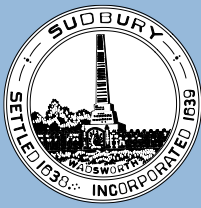
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

MISCELLANEOUS (UNTIMED)

5: Discussion on Existing Police Station

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Review survey results, discussion and possible vote on disposition of existing Police Station, ATM Article #37

Recommendations/Suggested Motion/Vote: Review survey results, discussion and possible vote on disposition of existing Police Station, ATM Article #37

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Jim Kelly?

Review:

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

04/28/2015 7:30 PM

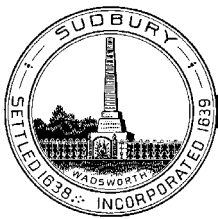
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



Town of Sudbury

Planning and Community Development

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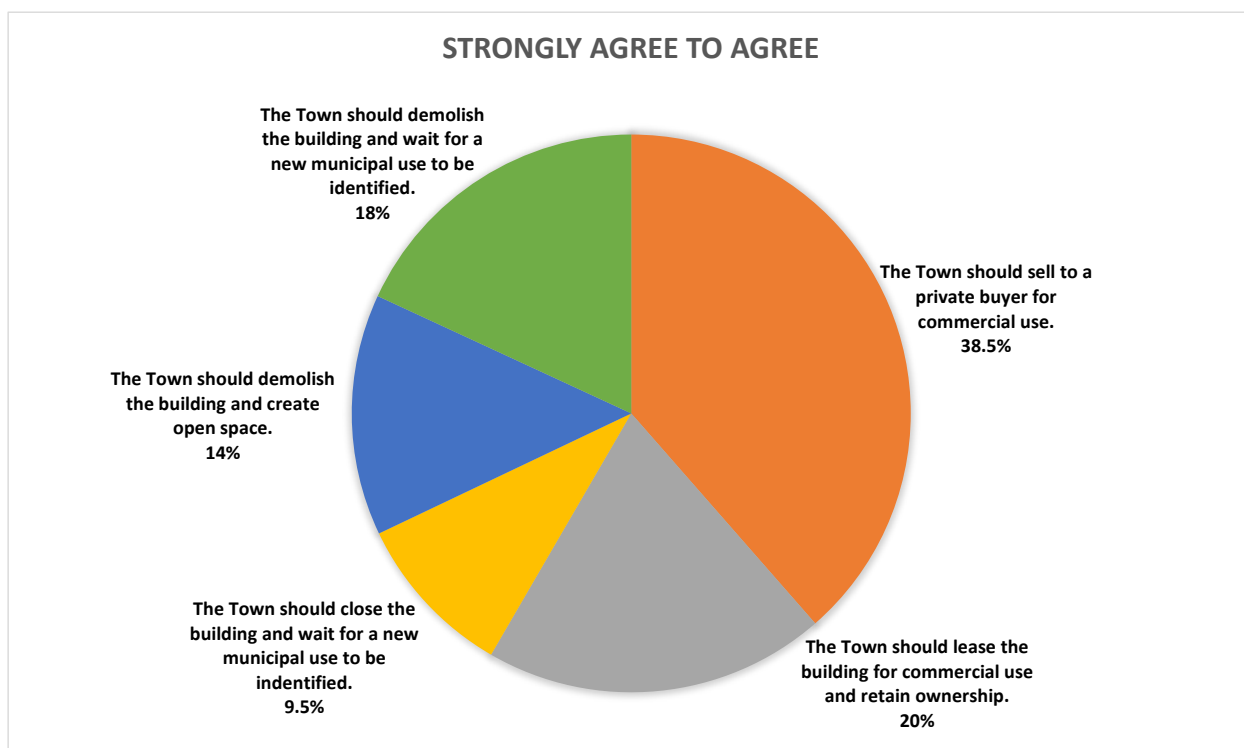
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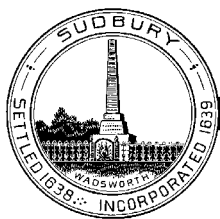
TO: Maryanne Bilodeau, Interim Town Manager
FROM: Jim Kupfer, Assistant Planner
RE: Old Police Station Reuse Survey Update
DATE: April 21, 2015

At your request attached are the final results of the Old Police Station Reuse survey which was conducted on the Town's website from March 24, 2015 to April 21, 2015. During that time the survey collected 175 responses. Each respondent was allowed to select whether they strongly agreed, agreed, disagreed, strongly disagreed, or had no opinion on the following proposed options for the old police station property.

- The Town should sell to a private buyer for commercial use.
- The Town should lease the building for commercial use and retain ownership.
- The Town should close the building and wait for a new municipal use to be identified.
- The Town should demolish the building and create open space.
- The Town should demolish the building and wait for a new municipal use to be identified.

The charts below illustrates what respondents believe are the best options to proceed with the reuse of this property.





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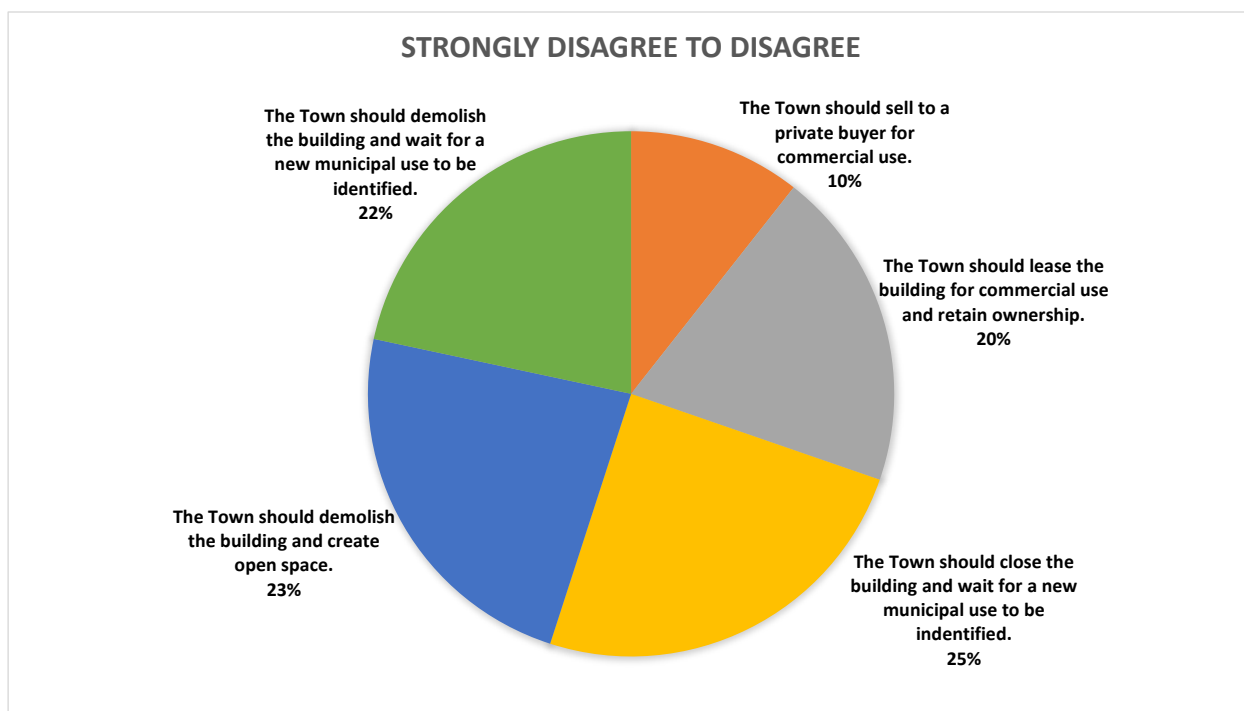
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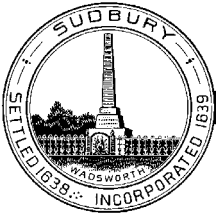
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The charts below illustrates what respondents believe is the least attractive option to proceed with the reuse of this property.



The following is a complete list of comments written by respondents:

1. Would be nice to have another restaurant or business in the space. Lease to retain the value to taxpayers.
2. The town should sell the old police building and use the proceeds to retire some of the debt incurred building the new one.
3. It would be really nice for this to be a public building. The last thing we need is more shops on Route 20 (especially because all the tent signs they put up and down the street are an eye sore!)
4. We don't need a convenience store. A restaurant would be useful. The roller rink idea is a good one, kids need to be kept active and have somewhere to socialize. The ice rinks at Haskell and Featherland were highly used this year. An ice rink would be great, but maybe expensive. Don't knock it down till you have a plan.
5. Pay down new station loan.



Town of Sudbury

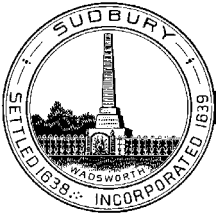
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6. It would be nice to have a nice green space to enjoy in that area. Maybe a few picnic tables and benches.
7. What would the rent be?? Would the lease be yearly or 'tenant at will'?
8. The building should be demolished no matter what. I would love to see something designed for families. Maybe the business association could suggest something to attract that demo to shop locally.
9. As a nearby resident to the police station it was discussed during town meetings that the police would have a presence on rt 20. It is disappointing to hear that has changed.
10. Pay down new police station loan with sale funds.
11. Sell it to a bank.
12. A garden with benches would be nice. Maybe with a flag pole and fountain.
13. Teen center, senior center, house some town office/department. Historical society headquarters, museum
14. I think it is very important for the town to house as many businesses as possible. Please no more banks.
15. The small size of the parcel and the location point strongly to selling.
16. We need a New York deli. This creates more jobs for students.
17. The town should demolish the building and lease the land to a developer.
18. The town should sell the building and use the proceeds to reduce debt service of the new police station.
19. I would really like to see a roller skating rink, or a playground or some other use as an open, kid friendly space.
20. Sudbury could use more restaurants/cafes. The land is probably too small for a movie theatre.
21. Sudbury should sell the Old Police Station property to a private developer and use the proceeds to off set the cost of the new Police Station.
22. The building is not in a leasable condition without making significant leasehold improvements, which any prospective tenant would require a significant allowance for. The property should be



Town of Sudbury

Planning and Community Development

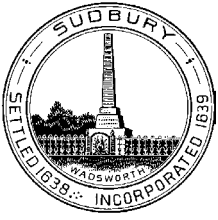
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sold to begin generating property tax and excise tax revenues. Proceeds from the sale should be applied to a capital improvements sinking fund for future use as voted by Town Meeting.

23. Tear it down, sod the pavement. Let the site rest. Route 20 is overbuilt as it is. Bury the power lines, too.
24. It would be wonderful to potentially have a small park or open space and make that general area more conducive to pedestrian traffic.
25. Demolish the building and rebuild a new facility to house the SPS offices!!!
26. Sell it to Buddy Dog so they won't have to build by the Wayside Inn.
27. Renovate and move k-8 school department or use as historical museum. Whatever the town does, it should not let another bank move into town.
28. The town should demolish the building and create a green space/park. We should keep this space green. It would be a breath of fresh air on this part of Route 20 that is clogged with a mishmash of buildings.
29. Sell the parcel and use the proceeds to pay down the debt on the new police station.
30. If the site could somehow be used to make the portion of Route 20 between Shaw's and Concord Rd feel more like a walkable downtown. That would be my preference. Sudbury deserves a cute, bustling main street like Concord or Lexington.
31. The town should not keep the building. Selling the building is ok. There is no open space along the Rte 20 strip, so, let's try that.
32. What are the limitations for septic? Any other site limitations?
33. Sell it and use \$\$ for town initiatives, Fairbank?
34. Mr. Kelly position we need to get rid of this building is short sighted. Sudbury should retain the Land and only consider leasing it after a few years it can't identify a new municipal use. In the meantime if somebody is interested in a short term lease, that should be considered. But at some point the Town may want to have a presence on RT 20 be it for a satellite police station, Town Tourist Information Center, Town Museum, who knows. We should have learned from selling the Horse Pond school and almost selling the Loring school, that once sold, years later those decisions seem very short sighted. Questions call me if questions I'm Ralph Tyler
35. I have long believed that the Town does not own enough land to meet likely (or unlikely) property needs. While 0.63 acre won't help much for larger needs, it would be enough for a



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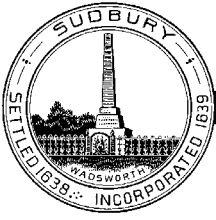
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museum or a small town office (that otherwise would need space in the Parsonage or the Flynn Building or Atkinson).

36. The Town should do all it can to encourage commercial use that will add to the tax base.
37. Do not sell to a bank. Sudbury needs businesses that bring people together.
38. Turn the property into a "downtown" park with benches, picnic tables, etc.
39. I recommend tearing it down and planting a few trees and flowers and some picnic tables. It would make a nice sitting area that everyone can enjoy near Sudbury Crossing plaza, as well as beautify a tiny piece of rt 20.
40. If a decision to sell the property cannot be made, the building should be torn down so that it may be more attractive for a buyer.
41. Prime space on Rt. 20 in the center of our commercial district is more valuable to the town than the assessed value of the land.
42. Sell it and figure out a way to direct the money from the sale to pay off the debt on the new station.
43. Use the current police station as a satellite station for the business community.
44. If the building is in poor condition it seems foolish to keep it and maintain it. Not sure what the town needs are right now, but with the density of the area and space still for lease in the area, we should think about the impact on route 20.
45. Please screen the land carefully for a potential buyer that's useful for our residents. Wayland now has a stronghold on shopping/eating in our area. Much of the disposable income from our residents is going to Wayland. Please halt more banks from coming into town!
46. Sooner or later it will be obvious that the police will need a station on Route 20, no matter how good the other one is. The town should keep the building and find a use for it until the police realize moving way up north and abandoning the south was a bad move.
47. I grew up in Sudbury before it became 'the' place to live. Back when Vana's driving range, First National Stores, and Post Rd. Apothecary were the major draws on Rt. 20. I think it's great that Sudbury has become popular but I also feel it's time to go 'back' to our roots and downsize downtown. We need more green space...not more buildings.
48. We don't want another eye sore like #430 & #428 on the road. There is so much congestion there as well. Commercially having another branch type of business like another bank or pharmacy



Town of Sudbury

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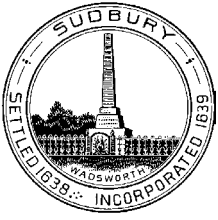
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would be horrible as well. There is also so much concrete everywhere, I think an open space would be nice, with benches and trees.

49. Let's keep it, and look for reuse opportunities.
50. Rt 20 is very commercially orientated. To put a town/municipal offices at that location would seem out of place.
51. There is absolutely no municipal parking in Sudbury. If we are serious about a walkable area on Route 20, we'll need municipal (not commercial) parking, even as Concord, Lexington, Hudson, and other town centers provide. Should we demolish the building and provide municipal parking?
52. The town should demolish the building to avoid upkeep and security costs.
53. The site is small for stand-alone use, but may be part of an aggregation project.
54. By waiting to see if a sewer is constructed the value of the land may increase and a better use identified, especially since parking can be made available at Sudbury Crossing.
55. The town has sold and closed schools only to have to reopen.
56. We have torn down bldgs when there isn't enough meeting room space.
57. It would seem foolish to sell or demolish another building that could have a future use.
58. Historically municipalities do a poor job of managing real estate so I would prefer that the town not try to get into the commercial real estate business. Demolishing the structure and temporarily reverting to open space is not an undesirable alternative if the town needs more time to consider possible other municipal uses, although the lot is small and it is difficult to think of any municipal uses that fit the space/location.
59. The town should consider inviting bids for a land swap with any interested parties that desire a good commercial location and have local property that might be useful to the town for other purposes, e.g., open space, affordable housing, recreation. One possible idea: a medium sized barn-like structure to house a year round farmers market and artisanal food businesses (breads, pastries, organics, etc.). This might be one exception to the rule that towns shouldn't manage property - it could be turned over to a non-profit to operate, market, and keep rents low.
60. Demolish and use for affordable housing. Wait until there is a sewer system if you have to.
61. I like the idea of using the space for a bus depot/shelter and small gathering space. The space could have a pull through area for buses/vans for when Sudbury gets a fixed route bus going



Town of Sudbury

Planning and Community Development

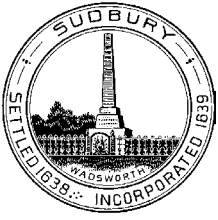
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through town. The fixed route is a strong possibility with support from the MetroWest Regional Transit Authority.

62. With a growing population of people 60 and older -currently 3,660 people or nearly 20% and growing to a projected 32% by 2040, there will potentially be more people in need of transportation. The addition of new housing for 55+ adults also adds to this need.
63. The space would be a perfect waiting spot for people to wait for a bus/van. The Senior Center van could bring people to the stop and they could connect with the fixed route. There might also be a small restaurant renting space...?
64. The town should lease out the unfortunate new police palace and continue to use the existing station.
65. If we cannot escape the new palace, then the town should lease the existing old station triple net for 15 - 20 years, allow substantial renovations for the lessee but keep ownership of the land. As an old town resident, George Hamm, often argued, the Town should not sell land.
66. We have lived and raised our children in Sudbury for over 20 years. We have had to travel to other towns for entertainment for our family. It would be nice to convert the building into a bowling alley, skating rink or outdoor spray park/pool for residents.
67. Create a public transportation stop with a shelter and limited parking.
68. There are not many parks/playgrounds in that area, and Sudbury is such a family-oriented town that it would be wonderful to have a kid-friendly open space there. Maybe even a skate park/roller skating rink!
69. Could this space be repurposed to be a second Pre-K/early childhood education site for Sudbury children?
70. Let's sell the property and use the proceeds to pay off the new police station.
71. The lot is small, the building is in very poor condition it has to be torn down. It could be a playground, summer large chess board, a fountain with trees and benches for people that walk to rest, outdoor artist corner (small pavilion for artists to display their work), etc.
72. Rebuild as senior center, or school admin building to free up space at the community center. If the space cannot be made use of for an effective cost. Sell it.
73. Thanks for offering the survey!



Town of Sudbury

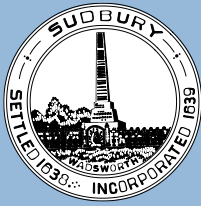
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74. The building is in a heavily commercial area. New tax revenue from a business would be a plus in addition to the money from selling the property.
75. This is not a good use for open space.
76. If the building needs to be demolished, we should demolish it. Then, until there is a new municipal use planned, we should keep it as open grassy space but spend minimal amounts of money on it. For example, slap a few benches around and mow, but don't do extensive landscaping or build anything until we know what we want.
77. Please keep control of the land. Who knows what uses may be needed in the future.
78. The building is beyond its useful use. Clear the land and use the proceeds to offset the costs of the new station. The residents would appreciate the town being fiscally responsible.
79. The building should be demolished and the land cleared for some much needed commercial enterprise that the town does not currently offer residents. It doesn't say much about Sudbury if we can only attract banks. Retail that wanted to come here went to Wayland instead and most of residents are shopping and eating there. Quite a loss for Sudbury and a very large win for Wayland.
80. The money from the sale should be used to pay down the cost of the new police station.
81. Perhaps storage for large vehicles, soccer nets, etc. Repairing soccer nets, other sporting equipment, bicycles.
82. Maintain as a special recycling center for electronics, etc. Rather than using schools
83. Miscellaneous use by scouts or other town organization.
84. Use it as a pumping station for a new sewer system.
85. Create a community garden or play space for kids.
86. Don't know if it's best for us to sell or lease, though I'd like the town to have some control over what goes in there, so partial to leasing.
87. Would like to see something here for kids:
 - Combination indoor playspace and coffee shop, with some outdoor play space potentially
 - Ice rink, roller rink, arcade type place with snack stand
 - Theatre for adult or kids plays/musical events - possibly some outdoor space for outdoor concert; use the space to hold music lessons/classes when events are not scheduled
 - Small independent movie theatre



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

MISCELLANEOUS (UNTIMED)
6: Discussion on Minuteman Articles

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote positions on Town Meeting Minuteman Articles

Recommendations/Suggested Motion/Vote: Discussion and vote positions on Town Meeting Minuteman Articles

Background Information:

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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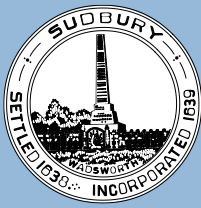
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

MISCELLANEOUS (UNTIMED)

7: Discussion on Article 53

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote position on Article 53 and whether to recommend discussion of non-binding articles at Town Meeting to Moderator.

Recommendations/Suggested Motion/Vote: Discussion and vote position on Article 53 and whether to recommend discussion of non-binding articles at Town Meeting to Moderator.

Background Information:

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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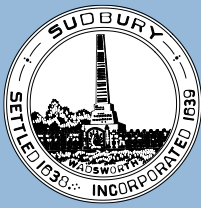
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

MISCELLANEOUS (UNTIMED)

8: Discussion and vote on petition articles 54 and 55

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote positions on petition articles 54 and 55.

Recommendations/Suggested Motion/Vote: Discussion and vote positions on petition articles 54 and 55.

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

04/28/2015 7:30 PM

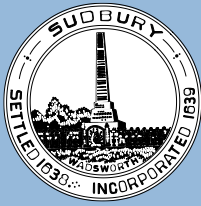
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

MISCELLANEOUS (UNTIMED)

9: Discuss Special Town Meeting Articles

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Discussion and possibly vote on Special Town Meeting Articles as well as speaking assignments and presentations.

Recommendations/Suggested Motion/Vote: Discussion and possibly vote on Special Town Meeting Articles as well as speaking assignments and presentations.

Background Information:

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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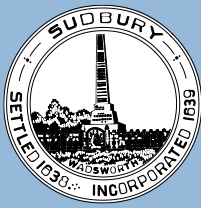
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

MISCELLANEOUS (UNTIMED)

10: ATM Action: vote on positions and speaking assignments

REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Discussion and vote positions on other Town meeting articles, as well as speaking assignments and presentations.

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

Background Information:

Attached list: ATM 2015 Articles (copy dated 4/28/15)

Financial impact expected:n/a

Approximate agenda time requested: 20 minutes

Representative(s) expected to attend meeting:

Review:

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

04/28/2015 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
	IN MEMORIAM RESOLUTION (Len Simon)							
	FINANCE/BUDGET							
1	Hear Reports (Hal Cutler)	BOS	Woodard	S	Woodard	N/A	N/A	Majority
2	FY15 Budget Adjustments	BOS	Woodard	S	Woodard		\$425,000	Majority
3	Stabilization Fund	BOS	Woodard	S	Woodard	Free cash	\$351,600	Two-thirds
4	FY16 Budget	FinCom	--	S	Woodard		\$88,501,996	Majority
5	FY16 Transfer Station Enterprise Fund Budget	FinCom	--	S	Woodard		\$514,956	
6	FY16 Pool Enterprise Fund Budget	FinCom	--	S	Woodard		\$578,043	
7	FY16 Recreation Field Maintenance Enterprise Fund Budget	FinCom	--	S	Woodard		\$239,586	
8	Unpaid Bills	Town Accountant	Nihan	RTM	Woodard			Four-fifths
9	Chapter 90 Highway Funding	DPW Director	Consent (Place)	S	Woodard			Majority
10	Real Estate Exemption	Board of Assessors	Consent (Assessors)	S				Majority
11	Town School Revolving Funds	Finance Director	(BOH) Consent	S				Majority
12	Establish Public Health Vaccinations Revolving Fund	Board of Health	Consent	S				Majority
13	Establish Special Stabilization Fund - Former Melone Property	BOS	Woodard	S		Free cash	\$1.1M	Two-thirds
14	Rolling Stock Stabilization Fund	(BOS) IP	O'Brien	IP			\$113,000	Two-thirds
15	Funding of the Energy Savings Program Stabilization Fund	Energy Committee	Braun	S			\$50,000 SPS; \$50,000 DPW	Two-thirds
16	Use of Energy Savings Programs Stabilization Fund	(Energy Committee) IP		IP		Special Energy Stabilization Fund	\$75,000	Two-thirds
17	Establish Special Stabilization Fund - Town-owned Synthetic Turf Fields	Park & Rec Commission	Marotta	S	Haarde	Rec Field Maint Ent Fund	\$100 retained earnings	Two-thirds
	CAPITAL							
18	FY16 Capital Budget	Town Manager	Bilodeau	S		operating budget	\$392,750	Majority; two-thirds if borrowed
19	Cardiac Monitor Replacements	Fire Chief	Miles	S	Brown	Free Cash	see motion \$96,000	Majority if free cash; two-thirds if capital exclusion
20	Carpet Replacement - Schools & Library	Facilities Director	Kelly	S	Brown	Free Cash	see motion \$108,000	Majority if free cash; two-thirds if capital exclusion
21	Natorium Roofing	(Facilities Director) IP	Kelly	IP				Majority if free cash; two-thirds if capital exclusion
22	Fire Alarm System Upgrade - LSRHS	LS SC	LS/Collins	S	Brown	Free Cash	\$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	Capital Exclusion	\$200,000	Majority if free cash; two-thirds if capital exclusion
24	School Security & Access Controls	Facilities Director	Nix	S	Haarde	Capital Exclusion	\$220,000	Majority if free cash; two-thirds if capital exclusion

Attachment: ATM Article List_April28 (1301 : ATM Action: vote on positions and speaking assignments)

ATM 2015 Articles

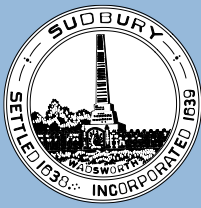
#	Article Title	Sponsor	Article Presenter	BOS Position	Report BOS Position at ATM	Funding Source	Amount Requested	Required Vote
25	School Classroom Flooring Replacement	Facilities Director	Kelly	S	Haarde	Free Cash	\$100,000	Majority if free cash; two-thirds if capital exclusion
26	School Rooftop HVAC Unit Replacement	Facilities Director	Kelly	S	Haarde	Free Cash	\$75,000	Majority if free cash; two-thirds if capital exclusion
27	DPW Rolling Stock Replacement	DPW Dir.	Place	S		Free Cash	\$311,300	Majority if free cash; two-thirds if capital exclusion
28	Cutting Athletic Field Lighting	Park & Rec Commission	Marotta	S	Haarde	Capital Exclusion	\$300,000	Majority if free cash; two-thirds if capital exclusion
29	Capital Account	WITHDRAWN		Town Counsel Opinion and RTM				
30	Re-purpose School Capital Articles	Finance Director	Bilodeau	S			TBD	
31	Re-purpose Non-CPA Capital Articles	(Finance Director) IP	Bilodeau	IP			TBD	
MISC./OTHER								
32	Adopt M.G.L. 32B, Section 20 Other Post-Employment Benefits (OPEB) Liability Trust Fund	WITHDRAWN						
33	Post Employment Health Insurance Trust Funding	BOS	Woodard/O'Brien	S			\$4.5M	
34	Special Act - Dedication of Local Meals Tax Revenue to other Post Employment Benefits (OPEB)	BOS	Woodard/O'Brien	S		meals tax		Majority
35	Special Act - Extension of Means Tested Senior Tax Exemption Program	BOS	Woodard	S				
36	Town of Sudbury Bylaws - Art. V.3, Regulation of Dogs Disposition of Existing Police Station, 415 Boston Post Road	BOS	Simon	S				
37	Road	BOS	Simon	S				
38	Amendments to the Regional School District Agreement of the Minuteman Regional Vocational School District	MMRVTS	Brown	RTM/IP?				
39	Minuteman Regional Vocational Technical High School - Accept Amendments	WITHDRAWN						
40	MMRVTHS	BOS	Brown	RTM/IP?				Majority
41	MMRVTHS - Withdrawal	BOS	Haarde	S/IP?	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	Brown			
CPC								
44	Grant of Perpetual Restrictions - CPA Land Purchases	Planning	Kablack	S	Brown			
45	Weed Removal	CPC	Lyons/Morely	S	Brown		\$45,000	Majority
46	SH Tr Allocation	CPC	Pastuszek	S	Brown		\$218,000	Majority
47	Town-wide Walkways	CPC	Kablack/Place	S	Haarde	CPC money	\$100,000	Majority
48	Historic Projects	CPC	Hill	S	Brown		\$22,000	Majority

Attachment: ATM Article List_April28 (1301 : 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
49	Davis Field Improvements	CPC	Marotta	S	Haarde	\$1M CPC, \$200K User Groups	\$1,200,000	Majority
50	Town Center Landscaping	CPC	Kablack	S	Brown		\$100,000	Majority
51	Amend 26/ATM12 Historic Projects	CPC	Morely	S	Brown			Majority
52	FY16 CPC Budget	CPC	Morely	S			TBD	Majority
PETITION ARTICLES								
53	Walkways	DePompeii	petitioner		Woodard			
54	Greenway Rail Trails	Sullivan	petitioner		Woodard		\$1,000,000	
55	Greenway Rail Trails	Sullivan	petitioner		Woodard		\$1,000,000	
56	Refinements to Senior Property Tax Relief	WITHDRAWN		IP				
SPECIAL TOWN MEETING								
1	AMEND ART. XVIII, S. 2 OF THE GENERAL BYLAWS - LICENSES & PERMITS SUBJECT TO UNPAID TAXES AND FEES	BOS		S				Majority
2	APPLY BOND PREMIUM PORTION TO REDUCE BORROWING - POLICE HEADQUARTERS	Finance Director		S				Majority
3	APPLY BOND PREMIUM PORTION TO REDUCE BORROWING - JOHNSON FARM	Finance Director		S				Majority
4	JOHNSON FARM ACQUISITION COST FUNDING TO REDUCE BORROWING AMOUNT	Finance Director		S				Majority
5	APPLY BOND PREMIUM PORTION TO REDUCE BORROWING - NIXON SCHOOL PROJECT	Finance Director		S				Majority
6	AMEND ZONING BYLAW, ARTICLE IX, ARTICLE 7000 – DEFINITION OF KENNEL	Planning Board		S				Two-thirds

Attachment: ATM Article List_April28 (1301 : ATM Action: vote on positions and speaking assignments)



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

MISCELLANEOUS (UNTIMED)

11: Discuss free cash articles

REQUESTOR SECTION

Date of request: April 23, 2015

Requested by: Patty Golden

Formal Title: Discuss and possibly vote positions on article #19 (Cardiac Monitor Replacements - change in funding), article #2 (FY15 Budget Adjustments - snow and ice), and any other free cash articles.

Recommendations/Suggested Motion/Vote: Discuss and possibly vote positions on article #19 (Cardiac Monitor Replacements - change in funding), article #2 (FY15 Budget Adjustments - snow and ice), and any other free cash articles.

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

04/28/2015 7:30 PM

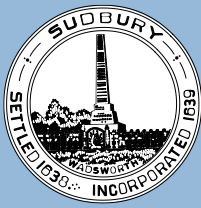
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

MISCELLANEOUS (UNTIMED)

12: VEOC mission statement amendment

REQUESTOR SECTION

Date of request: April 23, 2015

Requested by: Patty Golden

Formal Title: Discuss and vote on the Vocational Education Options Committee (VEOC) mission statement and extending the tenure of said committee through May 31, 2016.

Recommendations/Suggested Motion/Vote: Discuss and vote on the Vocational Education Options Committee (VEOC) mission statement and extending the tenure of said committee through May 31, 2016.

Background Information:
Possible attached revised mission statement

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

04/28/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



**Vocational Education Options Committee
Town of Sudbury**

Voted to establish July 22, 2014 by the Sudbury Board of Selectmen

Mission Statement

The Board of Selectmen is creating the Vocational Education Options Committee to generate, evaluate and report on best options for the Town of Sudbury in selecting a vocational school for our students. The Committee's mission is to advise the Board and the Sudbury Community on alternatives for providing vocational/technical options for Sudbury students that are both academically and financially appropriate. As part of this, the Board requests that this Committee develop a report with three recommendations: 1) whether to approve proposed changes to the Minuteman Regional Agreement; 2) which available vocational school(s) will best meet Sudbury's academic and budgetary needs; and 3) whether Sudbury should participate in the vocational school(s) as a member or on some other basis.

Background: Sudbury has been a member of the Minuteman Regional Vocational Technical High School District since its founding in 1971. The Minuteman District School Committee is engaged in a multi-year process to determine how best to address a number of building shortcomings, including construction of a new school building. As part of that process, that committee has recommended significant amendments to the Minuteman Regional Agreement to facilitate financing this capital project, to modify the governance provisions to give more voting weight to member towns with large numbers of students, to increase the relative share of the capital charges assessed to member towns with small numbers of students, and to make it easier for individual member towns to terminate their membership. Minimally, Sudbury must decide whether to approve these amendments. Additionally, Sudbury has the opportunity to evaluate a wide range of vocational options to obtain the most academically appropriate and fiscally responsible programs for our students as we decide how to proceed.

Membership

The *Vocational Education Options Committee* will be appointed by the Board of Selectmen and shall be comprised of:

- Two Sudbury Selectmen
- Two members of the Sudbury Finance Committee
- One member of the Sudbury Public Schools or a designee of the SPS Committee
- One member of the Lincoln-Sudbury Regional School Committee or a designee of the L-S School Committee
- The Sudbury member of the Minuteman School Committee
- Principal of Curtis Middle School or a designee with knowledge of educational preferences and needs of Sudbury middle school students
- Superintendent/Principal of Lincoln-Sudbury Regional High School or a designee with knowledge of educational preferences and needs of Sudbury high school students
- Up to three at-large members

- Two associate members

All appointments shall expire on May 31, 2015, but may be extended by the Board of Selectmen. The Committee shall elect a Chair and a Clerk from among its members. The Chair will run meetings and be the designated communications link with the Board of Selectmen's office. The Clerk shall insure that full minutes and a list of members in attendance are kept of each meeting and promptly submitted to the Committee for approval, filing with the Town Clerk, and posting to the Town's website.

Staffing Assistance

At this time there is no staff assigned to assist this committee.

Tasks

It is anticipated that the committee will discuss and develop their own work plan to accomplish the mission of the committee. The Board of Selectmen expects that the first work product of the committee will be to determine what tasks they believe are necessary to provide a report to the Board of Selectmen so the Board may determine a position on the question of approving the proposed regional agreement at the 2015 Annual Town Meeting. The final report of the committee shall be submitted to the Board of Selectmen no later than December 31, 2014.

Compliance with State and Local Laws and Town Policies

The **Vocational Education Options 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.

Use of the Town's Web site. The 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.



Vocational Education Options Committee
Town of Sudbury
Voted to establish July 22, 2014 by the Sudbury Board of Selectmen
Amended <date>

Mission Statement

The Board of Selectmen is creating the Vocational Education Options Committee to generate, evaluate and report on best options for the Town of Sudbury in selecting a vocational school for our students. The Committee's mission is to advise the Board and the Sudbury Community on alternatives for providing vocational/technical options for Sudbury students that are both academically and financially appropriate. As part of this, the Board requests that this Committee develop a report with three recommendations: 1) whether to recommend the building project proposed by the Minuteman Regional District; 2) which available vocational school(s) will best meet Sudbury's academic and budgetary needs; and 3) whether Sudbury should participate in the vocational school(s) as a member or on some other basis.

Background: Sudbury has been a member of the Minuteman Regional Vocational Technical High School District since its founding in 1971. The Minuteman District School Committee is engaged in a multi-year process to determine how best to address a number of building shortcomings, including construction of a new school building. As part of that process, that committee has recommended significant amendments to the Minuteman Regional Agreement to facilitate financing this capital project. However, the towns of the Minuteman Regional District have not accepted these amendments and the Minuteman District School Committee now proposes that the building project proceed under the existing regional agreement. Sudbury must decide whether to support this building project.

Additionally, Sudbury has the opportunity to evaluate a wide range of vocational options to obtain the most academically appropriate and fiscally responsible programs for our students as we decide how to proceed.

Membership

The *Vocational Education Options Committee* will be appointed by the Board of Selectmen and shall be comprised of:

- Two Sudbury Selectmen
- One member designated by the Sudbury Finance Committee
- One member of the Sudbury Public Schools or a designee of the SPS Committee
- One member of the Lincoln-Sudbury Regional School Committee or a designee of the L-S School Committee
- The Sudbury member of the Minuteman School Committee
- Principal of Curtis Middle School or a designee with knowledge of educational preferences and needs of Sudbury middle school students
- Superintendent/Principal of Lincoln-Sudbury Regional High School or a designee with knowledge of educational preferences and needs of Sudbury high school students

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Deleted: whether to approve proposed changes to the Minuteman Regional Agreement

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Deleted: , to modify the governance provisions to give n voting weight to member towns with large numbers of stud increase the relative share of the capital charges assessed to towns with small numbers of students, and to make it easie individual member towns to terminate their membership. Minimally, Sudbury must decide whether to approve these amendments.

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Attachment: VEOC- pab plus ccw edits_vf2 (1311 : VEOC mission statement amendment)

- Up to three at-large members
- Up to two associate members

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All appointments shall expire on May 31, 2016, but may be extended by the Board of Selectmen. The Committee shall elect a Chair and a Clerk from among its members. The Chair will run meetings and be the designated communications link with the Board of Selectmen’s office. The Clerk shall insure that full minutes and a list of members in attendance are kept of each meeting and promptly submitted to the Committee for approval, filing with the Town Clerk, and posting to the Town’s website.

Deleted: 5

Staffing Assistance

At this time there is no staff assigned to assist this committee.

Tasks

It is anticipated that the committee will discuss and develop their own work plan to accomplish the mission of the committee. The Board of Selectmen expects that the first work product of the committee will be to determine what tasks they believe are necessary to provide a report to the Board of Selectmen so the Board may determine a position on the question of approving the Minuteman School Building proposal at the 2016 Annual Town Meeting. The final report of the committee shall be submitted to the Board of Selectmen no later than December 31, 2015.

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Compliance with State and Local Laws and Town Policies

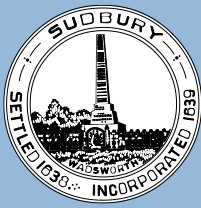
The **Vocational Education Options Committee** is responsible for conducting its activities in a manner which is in compliance with all relevant state and local laws and regulations including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law, as well as all Town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

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Use of the Town’s Web site. The 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.

Attachment: VEOC- pab plus ccw edits_vf2 (1311 : VEOC mission statement amendment)



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

MISCELLANEOUS (UNTIMED)

13: Discussion of BOS Reorganization

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion of when to vote the reorganization of the Board of Selectmen

Recommendations/Suggested Motion/Vote: Discussion of when to vote the reorganization of the Board of Selectmen

Background Information:

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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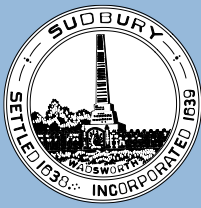
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

CONSENT CALENDAR ITEM

14: Minutes approval

REQUESTOR SECTION

Date of request: April 24, 2015

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of March 24, 2014 and April 7, 2014.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of March 24, 2014 and April 7, 2014.

Background Information:
Attached drafts

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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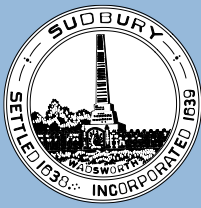
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

CONSENT CALENDAR ITEM
15: Eagle Scout Recognition Letters

REQUESTOR SECTION

Date of request: April 23, 2015

Requestor: Stephen P. Melz, Secretary, Sudbury Boy Scout Troop 60

Formal Title: Vote to enter into the Town record and congratulate Robert D. Wakefield, III, Byron Crane, Caleb J. Longtine, Samuel Paul Owens, Owen William Sette-Ducati, and Thomas F. Brennan, V of Troop 60 to be recognized at a Court of Honor at Sudbury United Methodist Church, May 17, 2015, 4:00 PM, for having achieved the high honor of Eagle Scout.

Recommendations/Suggested Motion/Vote: Vote to enter into the Town record and congratulate Robert D. Wakefield, III, Byron Crane, Caleb J. Longtine, Samuel Paul Owens, Owen William Sette-Ducati, and Thomas F. Brennan, V of Troop 60 to be recognized at a Court of Honor at Sudbury United Methodist Church, May 17, 2015, 4:00 PM, for having achieved the high honor of Eagle Scout.

Background Information:

See attached letter from Stephen P. Melz, Secretary, Sudbury Boy Scout Troop 60

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

04/28/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:



Boy Scout Troop 60
Sudbury, Massachusetts

April 13, 2015

Dear Sudbury Board of Selectmen:

The Scouts, Leaders, and Members of Sudbury Massachusetts Boy Scout Troop 60, take great pleasure in announcing that:

Having completed the requirements for, and having been reviewed by
An Eagle Scout Board of Review on April 10, 2015

ROBERT D. WAKEFIELD, III
BYRON CRANE
CALEB J. LONGTINE
SAMUEL PAUL OWENS
OWEN WILLIAM SETTE-DUCATI
THOMAS F. BRENNAN, V

Were found worthy of the rank of Eagle Scout

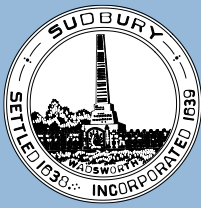
In honor of this achievement, would you be so kind as to send them each a letter of greeting or certificate to be presented at an Eagle Scout Court of Honor to be held on May 17, 2015?

Please address your letter or certificate in care of the following address: STEPHEN P. MELZ, 11 BUCKMASTER DRIVE, SUDBURY, MA. 01776. All letters and recognitions will be compiled, placed in a suitable keepsake, and after they are read, displayed during this special occasion.

Thank you very much for taking the time from your extremely busy schedule to help this community and Sudbury Troop 60 recognize these young men for achieving the rank of Eagle Scout.

Sincerely,

STEPHEN P. MELZ
Secretary, Sudbury Boy Scout Troop 60
978-443-7242
manentefamily@gmail.com



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

CONSENT CALENDAR ITEM

16: Ponds and Waterways Committee Appointment

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to appoint Dave Henkels, 17 Twin Pond Lane, to serve on the Ponds and Waterway Committee for a term to end on May 31, 2018.

Recommendations/Suggested Motion/Vote: Vote to appoint Dave Henkels, 17 Twin Pond Lane, to serve on the Ponds and Waterway Committee for a term to end on May 31, 2018.

Background Information:

See application 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

04/28/2015 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 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: Ponds/Waterways

Name: DAVE Henkels
Address: 17 Twin Pond Email Address: [REDACTED]
Home phone: [REDACTED]

Years lived in Sudbury: 13

Brief resume of background and pertinent experience:
Avid birder; would like to assist committee in encouraging environmental science & interests in hydrology, geology,

Municipal experience (if applicable):

the town in exploring our waterways. Working with CONCOM perhaps it would cross "pollinate" ideas with another committee.

Educational background:
Indiana University of PA
HARVARD Extension School
Reason for your interest in serving: →

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

flexible

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

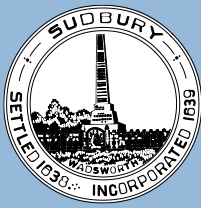
I am a commissioner with CONCOM

DA (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 4-2-15



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

CONSENT CALENDAR ITEM

17: Accept resignation of SHC member

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept the resignation of Sudbury Historical Commission member Liz Radoski and to send her a letter of thanks for her service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignation of Sudbury Historical Commission member Liz Radoski and to send her a letter of thanks for her service to the Town.

Background Information:

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

04/28/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

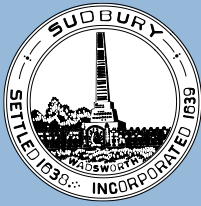
Future agenda date:

I, Liz Radoski, have reached a decision that I can no longer serve on the Sudbury Historic Commission.

I enjoyed all the years I served in this position. I am proud of all the results of my efforts at the historical town sites; Hosmer House, Loring Parsonage, five cemeteries, house gardens, and the training field. It has been a pleasure to see these places restored and beautified.

I intend to be an active emeritus member of the commission and a docent . I will be available to finish projects that I am working on and help everyone with their efforts in maintaining all of the properties.

Liz



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

CONSENT CALENDAR ITEM

18: VEOC Resignation

REQUESTOR SECTION

Date of request: April 21, 2015

Requested by: Leila S. Frank

Formal Title: Vote to accept the resignation of David Manjarrez, 47 Firecut Lane, from the Vocational Education Options Committee, and to thank him for his service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignation of David Manjarrez, 47 Firecut Lane, from the Vocational Education Options Committee, and to thank him for his 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

04/28/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Begin forwarded message:

From: Manj01 <soymann@yahoo.com>
Subject: Resignation
Date: February 25, 2015 at 2:03:03 PM EST
To: Pat Brown <patbrownian@me.com>
Cc: Bob Haarde <rhaarde@att.net>

Dear Pat,

Please accept this email as my resignation from the Vocational Education Options Committee effective immediately.

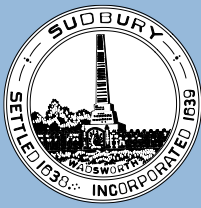
I respectfully thank the Sudbury Board of Selectmen for the opportunity to serve our community and our students.

Sincerely

Dave Manjarrez
47 Firecut Lane

Sent from my iPhone

Attachment: Manjarrez_VEOC (1309 : VEOC Resignation)



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

CONSENT CALENDAR ITEM

19: Sudbury Housing Trust Reappointments

REQUESTOR SECTION

Date of request: April 3, 2015

Requested by: Leila S. Frank

Formal Title: Vote to re-appoint Andrew Kaye, 45 Normandy Drive, Lydia Pastuszek, 15 Griffin Lane, and Peter J. Abair, 14 Dawson Drive, to the Sudbury Housing Trust, all terms to expire April 30, 2017, and send a letter of appreciation to Michael Buoniconti, 66 Puffer Lane, who has resigned.

Recommendations/Suggested Motion/Vote: Vote to re-appoint Andrew Kaye, 45 Normandy Drive, Lydia Pastuszek, 15 Griffin Lane, and Peter J. Abair, 14 Dawson Drive, to the Sudbury Housing Trust, all terms to expire April 30, 2017, and send a letter of appreciation to Michael Buoniconti, 66 Puffer Lane, who has resigned.

Background Information:
Please see resignation letter and staff comments 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

04/28/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Frank, Leila

From: Elizabeth Rust <liz@rhsousing.org>
Sent: Thursday, March 19, 2015 2:39 PM
To: Frank, Leila
Cc: lydia.pastuszek@gmail.com; Rust, Elizabeth; Kablack, Jody
Subject: Re: Sudbury Housing Trust Re-Appointments

Leila,
 Thank you sending this.

Michael Buoniconti will not be looking to be reappointed, and I will send you his resignation. Larry is the selectmen liaison and a new selectman will be appointed when the new board sets liaison positions, presumably in May.

Andrew, Lydia and Peter all wish to be reappointed.

The Trust recommends that the selectmen appoint Jay Zachariah as a Trustee to fill the vacancy from Peter Crowe who resigned last year. (I also have his resignation to send you.)

This will leave one open position.

Liz Rust

On Thursday, March 19, 2015, Frank, Leila <FrankL@sudbury.ma.us> wrote:

Hi Lydia,

As chairman of the Sudbury Housing Trust, your comments and recommendation concerning the reappointment of the following member(s) whose terms will expire on 4/30/15 are requested:

Lawrence W. O'Brien

Andrew Kaye

Lydia M. Pastuszek

Michael D. Buoniconti

Peter J. Abair

Please respond by **April 8, 2015**.

Attachment: Sudbury Housing Trust Reappoints 2015 (1278 : Sudbury Housing Trust Reappointments)

If any vacancies exist or replacements are needed, please forward recommendations from your board for new member(s). The application for board/committee appointment can be found here: https://sudbury.ma.us/selectmen/?attachment_id=199

Thank you,

Leila

Leila S. Frank

Town Manager/Board of Selectmen's Office

Office Supervisor/Information Officer

Town of Sudbury

278 Old Sudbury Road

Sudbury, MA 01776

978-639-3380

Fax) 978-443-0756

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

--

Elizabeth Rust
RHSO

From the Desk of Michael D. Buoniconti
66 Puffer Lane
Sudbury, Massachusetts 01776

Sudbury Housing Trust
Lydia Pastuszek, Chairperson
278 Old Sudbury Road
Sudbury, Massachusetts 01776

RE: Trustee resignation of Michael D. Buoniconti

Dear Lydia:

I am writing to formally notify you that I am resigning from my position as Trustee of the Sudbury Housing Trust. I will not request that my appointment be renewed.

The time has come for me to move on at this time. I would like to thank my fellow Trustees and staff of the Trust. Their support and guidance is the true backbone of the Trust and affordable housing for the residence of Sudbury.

Yours sincerely,


Michael D. Buoniconti

Attachment: Sudbury Housing Trust Reappoints 2015 (1278 : Sudbury Housing Trust Reappointments)

Frank, Leila

From: Elizabeth Rust <liz@rhsousing.org>
Sent: Thursday, April 02, 2015 3:12 PM
To: Frank, Leila
Cc: Kablack, Jody
Subject: RE: Housing Trust resignation letter - Mike Buoniconti

Hi Leila,

Mike's resignation is effective 4/30, and he has agreed to serve until a successor is appointed.

Here is the language from the Trust document:

The Trustees shall be appointed for a two (2) year term, such term to end on April 30 of the expiration year or until such time as a successor is appointed, should said appointment be delayed.

Elizabeth Rust
 Regional Housing Services Office
 141 Keyes Road
 Concord MA 01742
 Email: Liz@RHSOhousing.org
 Email: info@RHSOhousing.org
 Tel: (978) 287-1090

From: Frank, Leila [mailto:FrankL@sudbury.ma.us]
Sent: Thursday, April 02, 2015 1:45 PM
To: Elizabeth Rust
Subject: RE: Housing Trust resignation letter - Mike Buoniconti

Hi Liz,

An effective date for the resignation or a letter date, assuming the resignation is effective immediately, is needed.

Thank you,
 Leila

Leila S. Frank
 Town Manager/Board of Selectmen's Office
 Office Supervisor/Information Officer
 Town of Sudbury
 278 Old Sudbury Road
 Sudbury, MA 01776
 978-639-3380
 Fax) 978-443-0756

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

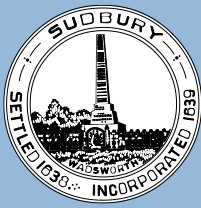
From: Elizabeth Rust [mailto:liz@rhsousing.org]
Sent: Wednesday, April 01, 2015 10:58 AM

Attachment: Sudbury Housing Trust Reappoints 2015 (1278 : Sudbury Housing Trust Reappointments)

To: Lydia Pastuszek; Kablack, Jody; Frank, Leila
Subject: Housing Trust resignation letter - Mike Buoniconti

Hi,
Attached is the resignation letter.

Elizabeth Rust
Regional Housing Services Office
Liz@rhsousing.org



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

CONSENT CALENDAR ITEM

20: SMILE Mass Better Together 5K/10K Road Race

REQUESTOR SECTION

Date of request: April 9, 2015

Requestor: Susan Brown, SMILE Mass

Formal Title: Vote to Grant a Special Permit to the SMILE Mass, to Hold the “Better Together 5K/10K Road Race” on Saturday May 30, 2015, from 9:45 A.M. through approximately 12:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the race’s conclusion.

Recommendations/Suggested Motion/Vote: Vote to Grant a Special Permit to the SMILE Mass, to Hold the “Better Together 5K/10K Road Race” on Saturday May 30, 2015, from 9:45 A.M. through approximately 12:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the race’s conclusion.

Background Information:
CONSENT CALENDAR

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

04/28/2015 7:30 PM

MEETING NOTES SECTION

Board’s action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:

20.a

Packet Pg. 142



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
2015 APR -2 P 3: 30
78-639-3381
Fax: 978-443-0756
Email: selectmen@sudbury.ma.us

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

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

Organization Name SMILE MASS

Event Name Better Together 5K/10K road race

Organization Address 66 Dudley Rd. Sudbury, MA 01776

Name of contact person in charge Susan Brown

Telephone Num [REDACTED]

Email address [REDACTED]

Date of event May 30, 2015 Rain Date —

Starting time 9:45 am Ending time 12:00 noon

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 250

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

Cornis middle school cafeteria is rented

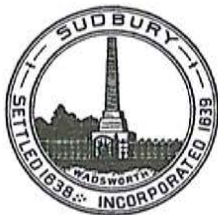
Organization that proceeds will go to SMILE MASS

Any other important information working with CASE collaborative (Concord Area Special Education)

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 [Signature]

Date 3/27/15



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

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

Application Checklist:

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

Please submit completed application and materials to:

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

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

Application received in Selectmen's office by _____ Date _____

Recommendation and requirements of Sudbury Chief of Police: _____

Signature of Police Chief _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2015

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

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

PRODUCER Stoner Insurance Agency 345 Boston Post Rd Po Box 362 Sudbury, Massachusetts 01776		Phone: (978)443-6381 Fax: (978)443-3004	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																					
INSURED SmileMass.org 66 Dudley Rd Sudbury, MA 01776		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insurance Company	18058	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK918877	9/30/2014	9/30/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Road race - May 30th Sudbury, MA
 Town of Sudbury, MA is Additional Insured

CERTIFICATE HOLDER Additional Insured Town of Sudbury 322 Concord Rd Sudbury, MA 01776	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

SMILE Mass Better Together Spring into Summer 5K/10K road race
In partnership with Concord Area Special Education (CASE) Collaborative.

These are the same routes SMILE Mass uses for the Gobble Wobble Road Race each November.

5K route

Start at Curtis Middle School
Right on Pratts Mill
Left on Dutton
Left on Tanbark
Left on Hemlock
Right on Willow
Right on Meadowbrook
Left on Peakham
Left on Pratts Mill
Back into Curtis Middle School

10K route

Start at Curtis Middle School
Right on Pratts Mill
Left on Willow
Left on Meadowbrook
Left on Peakham
Left on Hudson
Right on Fairbank
Left on path next to Butler
Left along path back to Hudson
Cross Hudson to Dutton
Left on Pratts Mill
Back into Curtis Middle School

Smile Mass Better Together 5k/10k Department Feedback May 30, 2015

DPW

From: Place, Bill
Sent: Friday, April 03, 2015 6:57 AM
Subject: **ACCEPTED**: Smile Mass Better Together 5k/10k Road Race
When: Saturday, May 30, 2015 9:45 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

FIRE DEPARTMENT

From: Miles, William
Sent: Tuesday, April 07, 2015 6:53 AM
Subject: **ACCEPTED**: Smile Mass Better Together 5k/10k Road Race
When: Saturday, May 30, 2015 9:45 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

PARK & RECREATION

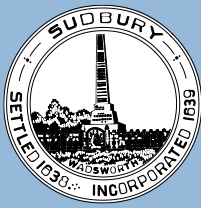
From: McShea, Nancy
Sent: Thursday, April 02, 2015 6:44 PM
Subject: **ACCEPTED**: Smile Mass Better Together 5k/10k Road Race
When: Saturday, May 30, 2015 9:45 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

POLICE DEPARTMENT

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

Scott

Attachment: Smile Mass Better Together Approvals (1292 : SMILE Mass Better Together 5K/10K Road Race)



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

CONSENT CALENDAR ITEM
21: Billiard Table License Renewal

REQUESTOR SECTION

Date of request:

Requestor: James Wiegel, Finance Officer, American Legion Post 191

Formal Title: As the Licensing Authority for the Town of Sudbury, vote to renew a billiards table license for the American Legion Sudbury Post #191, Inc., Spencer R. Goldstein, Manager, 676 Boston Post Road, said license to expire on May 1, 2016.

Recommendations/Suggested Motion/Vote: As the Licensing Authority for the Town of Sudbury, vote to renew a billiards table license for the American Legion Sudbury Post #191, Inc., Spencer R. Goldstein, Manager, 676 Boston Post Road, said license to expire on May 1, 2016.

Background Information:

Application attached

Financial impact expected:\$25 license fee

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

04/28/2015 7:30 PM

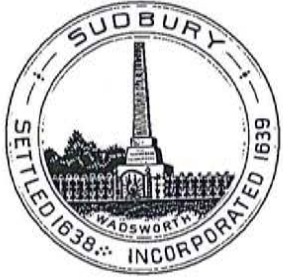
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2015 APR 16 A 8:01

TOWN OF SUDBURY
Office of Selectmen
278 Old Sudbury Road
Sudbury, MA 01776
(978) 639-3381, Fax (978) 443-0756
BOSadmin@sudbury.ma.us

APPLICATION FOR POOL TABLE LICENSE

Please complete the form below and return to the Board of Selectmen's Office by **April 15, 2015**.

Applicant name: American Legion Post 191

Address: 676 Boston Post Road Phone: 978-443-9059

Business name: American Legion Post 191

Address: 676 Boston Post Road

Number of pool tables: 1

Location (if different than above) _____

Expiration Date: May 1, 2015

All Pool Table licenses expire May 1st and MUST be renewed annually.

\$25 Application Fee made payable to Town of Sudbury

I hereby apply for a pool table license within the Town of Sudbury.

Applicant Signature: [Handwritten Signature]

Date: 12 Apr 15

American Legion Billiards Table Department Feedback

From: Nix, Scott
Sent: Monday, April 20, 2015 10:29 AM
To: Frank, Leila; Grady, Robert
Subject: RE: American Legion Pool Table License

Leila,

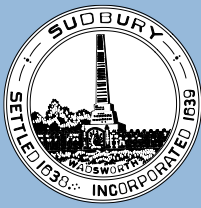
We have had not issues at this point with the Legion so we believe renewal would be appropriate. Thank you.

Scott

Respectfully,

Scott Nix
Chief of Police
Sudbury Police Department
415 Boston Post Road
Sudbury, MA 01776
(978) 443-1042
nixs@sudbury.ma.us

Attachment: American Legion Billiards Approval (1295 : Billiard Table License Renewal)



SUDBURY BOARD OF SELECTMEN
Tuesday, April 28, 2015

CONSENT CALENDAR ITEM

22: Accept donations to Park & Rec

REQUESTOR SECTION

Date of request:

Requestor: Nancy McShea

Formal Title: Vote to accept \$2,171 in miscellaneous donations to support Park and Recreation’s Summer Concert Series, said funds to be deposited into the Park and Recreation Revolving 53 1/2 account, as requested by Nancy McShea, Park and Recreation Director.

Recommendations/Suggested Motion/Vote: Vote to accept \$2,171 in miscellaneous donations to support Park and Recreation’s Summer Concert Series, said funds to be deposited into the Park and Recreation Revolving 53 1/2 account, as requested by Nancy McShea, Park and Recreation Director.

Background Information:

Attached memo from Nancy McShea, Park and Recreation Director

Financial impact expected:donations to revolving 53 1/2 account

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

04/28/2015 7:30 PM

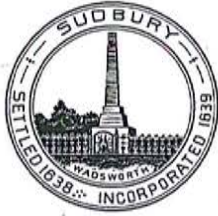
MEETING NOTES SECTION

Board’s action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



Town of Sudbury

Park & Recreation Department

Park and Recreation Department
40 Fairbank Road
Sudbury, MA 01776
978-443-1092

McShean@sudbury.ma.us

Memorandum

TO: Patty Golden
FROM: Nancy McShea
RE: Summer Concert Series
DATE: April 15, 2015

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2015 APR - 9 P 1:03

To the Board of Selectmen:

Please accept the following donations to support Park and Recreation's Summer Concert Series. These donations will be deposited in the Revolving 53 1/2 Account. Expenses associated with the Summer Concert Series will be paid using these donations.

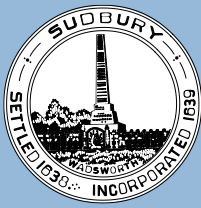
Tot Family Daycare/Malysh Daycare	\$20
Especially for Pets	\$250
Marlborough Savings Bank	\$500
Multistate Tax Services	\$101
Core Conditioning, Inc	\$100
Abe % Nahed, Inc.	\$100
Always On Pointe LLC	\$250
Posh Hair Salon, Inc.	\$100
Roche Bros/Sudbury Farms	\$500
Bright Horizons	\$250

I have enclosed copies of the checks. The total donation is \$2,171.

Please let me know when these donations are approved by the Selectmen and I will deposit the checks into the Revolving 53 1/2 Account.

Thank you,

Nancy McShea
Parks & Recreation Director
40 Fairbank Road
Sudbury, MA 01776-1843
978-639-3259



CONSENT CALENDAR ITEM

23: Approve cleaning contract for Fairbank Bldg

REQUESTOR SECTION

Date of request:

Requestor: Jim Kelly, Facilities Director

Formal Title: To approve award of FY16 contract by the Interim Town Manager for cleaning services at the Fairbank Center Complex and any subsequent renewal options, subject to review by Town Counsel.

Recommendations/Suggested Motion/Vote: To approve award of FY16 contract by the Interim Town Manager for cleaning services at the Fairbank Center Complex and any subsequent renewal options, subject to review by Town Counsel.

Background Information:

Bid documents for Fairbank Complex reviewed by Town Counsel for cleaning services over a 3-yr period (optional renewals of 2nd and 3rd yrs.)

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

04/28/2015 7:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

**TOWN OF SUDBURY
BUILDING DEPARTMENT**

INVITATION FOR BID

The Town of Sudbury is seeking bids from experienced cleaning services contractors to provide cleaning of the Fairbank Center Complex, 40 Fairbank Road consisting of three areas: "A") Atkinson Pool section, with the exception of the swimming pool area; "B") Teen/Senior Center including gymnasium and kitchen; and "C") Sudbury Public Schools Administrative Offices. Bids are solicited for the period from July 1, 2015 through June 30, 2016, with the option to renew for each of the succeeding two years beginning on July 1 through June 30 of each year.

Specifications including scope and scheduling, information for bidders, bid forms and other contract documents are available from the Facilities Department, 275 Old Lancaster Rd., Sudbury, MA 01776, Mon-Fri, 9a.m. – 3 p.m. For information contact the Facilities Director, Jim Kelly, at 978-440-5466. **A walkthrough of the building is scheduled for 10:30 a.m., April 16, 2015, beginning at the Pool Entrance.**

All bids must be submitted in a **sealed envelope**, addressed to the **Facilities Director, 275 Old Lancaster Road, Sudbury, Massachusetts 01776**, and marked **"Cleaning Services at the Fairbank Center Complex"**. **Sealed bids will be accepted at the Facilities Department until 11:00 a.m., Friday, April 24, 2015. Failure to submit bids for the optional renewal periods shall result in disqualification of the bid.** No responsibility will be attached to any member of the Facilities Department for the premature opening of any proposal that is not properly identified. After the terminal time, proposals become the property of the Town of Sudbury.

Award, if any, will be made to the responsible and eligible bidder, based upon ability to perform, previous history, references and established ability to meet the needs of the Town, who offers the lowest price. It is expected that a contract will be executed by the successful bidder and the Town Manager as soon as possible thereafter.

The Town reserves the right to reject any and all bids, wholly or in part, and to accept any bid or part thereof deemed to be in the best interest of the town.

FACILITIES DIRECTOR.

April 9, 2015

**TOWN of SUDBURY
INFORMATION FOR BIDDERS
&
GENERAL CONDITIONS
CONTRACTED CLEANING SERVICES**

NOTE: All documents are complementary and shall be considered by the bidder as a whole.

The Town of Sudbury intends to award a contract for contracted cleaning services for the Fairbank Center Complex: "A") Atkinson Pool section, with the exception of the swimming pool; "B") Teen/Senior Center including gymnasium and kitchen; and "C") School Department wing. All sections are defined on the enclosed plan – Attachment A. The contract will be awarded to the responsible and responsive bidder offering the lowest price for the services as specified in the Invitation for Bid (IFB). Date and time of receipt of bids is set forth in the IFB. Bids received after this time will not be considered. The Town assumes no responsibility for delays in delivery for any reason, or for delivery made or attempted to be made outside of regular business hours or when Town offices are closed. The Town will not accept a bid delivered by telephonic, electronic or facsimile means.

1.0 Contract Term

The contract shall be for a twelve month term commencing July 1, 2015 through June 30, 2016 (FY16) with an option for renewal in each of the succeeding two years beginning on July 1 of each year (FY17 and FY18) **Failure to submit bids for the optional renewal periods shall result in disqualification of the bid.**

2.0 Information and Pre-Bid Walkthrough

Any questions on the part of the applicant regarding the specifications contained herein must be resolved prior to submission of the quotation and contract. A mandatory walkthrough at the Fairbank Center Complex, 40 Fairbank Road is scheduled for Thursday, April 16, 2015, at 10:30 a.m., starting at the Pool Entrance, to tour the facility at to confirm information and conditions. Questions should be referred to Jim Kelly, Facilities Director, 275 Old Lancaster Road, Sudbury, MA 01776, (978)440-5466.

3.0 Qualifications of Bidders

3.1 Bids may be submitted by companies, partnerships and corporations that are presently engaged in the field of professional cleaning services and that have five (5) years experience in providing professional cleaning services and a demonstrated ability to perform the contracted cleaning services required by these specifications. **Cleaners employed must be direct employees, not sub-contracted.** Demonstrated ability shall be established by current references of professional cleaning jobs similar in size and scope of the work to be performed pursuant to this contract. Bidders Eligibility and Qualification sheet and company resume shall be enclosed in the bid submittal.

3.2 Contractors are required to submit a "Company Resume" which will contain information relative to the organization of the bidder's cleaning service business, including date of incorporation, organization, headquarters, field offices, size, work force, management structure, benefits, training programs and union information.

3.3 Contractors must have the ability to assign the same full-time person to work sites on a daily basis and to assign a regular supervisor to the sites to serve as liaison.

4.0 Instructions for Submitting Bids

4.1 All bids must be submitted in a sealed envelope addressed as outlined in the Invitation to Bid, and must be received by the Facilities Department, 275 Old Lancaster Road, Sudbury, MA, by 11:00 a.m., Friday, April 24, 2015.

4.2 Each bid shall be submitted on the FORM FOR BID FURNISHED BY THE Awarding Authority. All blank spaces shall be filled in, in ink or typewritten in words and figures only where no space is provided for words, and signed by the bidders.

The FORM FOR BID, together with the Tax Compliance Certificate; Certificate of Corporate Bidder (if corporation); Certificate of Non-Collusion; Bidder's Eligibility & Qualification Sheet, and Company Resume (see 3.2) shall be enclosed in an envelope sealed and clearly labeled with the words:

BID FOR: CLEANING SERVICES AT THE FAIRBANK CENTER COMPLEX

If the bid is mailed, the Bidder shall enclose his sealed bid in an outer envelope and address it as follows:

FROM: BIDDER'S NAME AND BUSINESS ADDRESS
PROJECT NAME

TO: FACILITIES DEPARTMENT
TOWN OF SUDBURY
275 OLD LANCASTER ROAD
SUDBURY, MA 01776

All bidders are cautioned to allow ample time for transmittal of bids. Bids received after the specified times will not be accepted or recognized. Note that the times of receipt will determine the acceptability of mailed bids regardless of postmark.

The Awarding Authority will not be held responsible for premature opening of bid envelopes which are not properly filled out in accordance with the instructions set forth herein.

4.3 Bid Modifications: No modification of any bid will be considered by the Awarding Authority, unless same is in writing, sealed, and received by the Awarding Authority prior to the times respectively established herein for the receipt of General Bids.

4.4 Withdrawal of Bids: A bid may be withdrawn by written request or telephonic request subsequently confirmed in writing, provided that such request is received prior to times respectively established herein for the receipt of General Bids. The Awarding Authority will not be responsible, however, for the timely receipt of any request for withdrawal in ample time for delivery before the bid opening hour.

4.5 The monthly rate for cleaning the various Town buildings is to be the total cost inclusive of labor, supplies and equipment. The cost per hour shall be the cost the Contractor shall charge the Town for any additional requested services and shall not be used in determining the lowest bid.

4.6 Bidders shall also submit bids for each of the Fiscal Year 2017 and 2018 optional contract renewal periods. Said bids are to be utilized by the Town, in its sole discretion, for exercising its right to renew for each of the contract renewal periods. **Failure to submit bids for the optional renewal periods shall result in disqualification of the bid.**

5.0 Acceptance of Bids and Award of Contract

5.1 The Town reserves the right to accept or reject any or all bid prices or any part thereof and to waive informalities as it deems to be in the best interest of the Town of Sudbury.

5.2 Award, if any, shall be made to the lowest responsible and eligible Contractor, which shall mean the Contractor whose bid price (based upon the amount stated in the bid for FY16) is the lowest of those meeting the qualifications set forth herein for contracted cleaning services.

5.3 The successful bidder to whom the award is made shall execute the Cleaning Agreement for the 12 month period beginning July 1, 2015 through June 30, 2016.

5.4 If the Contractor selected fails to execute the Agreement or provide evidence of insurance, an award may be made to the next lowest responsible and eligible bidder.

5.5. The Contractor will be notified by May 13, 2016, whether or not the Town, in its sole discretion, shall exercise its option to renew the contract at the rates provided in the bid stated for FY17. If such renewal option is exercised, the Town and Contractor shall execute an Agreement for FY17. Similarly, if the Town has exercised its renewal option for FY17, the Contractor will be notified by May 12, 2017, whether or not the Town, in its sole discretion, shall exercise its option to renew the contract at the rates provided in the bid stated for FY18. If such renewal option is exercised, the Town and Contractor shall execute an Agreement for FY18.

5.6 The Town reserves the right to use its own personnel and/or supplies and equipment to perform cleaning services when deemed necessary or expedient, and to award additional contracts for cleaning services as deemed necessary.

6.0 Scope of Work

6.1 The following is the address of the site to be cleaned:

Fairbank Center Complex, 40 Fairbank Road

6.2 The scope and frequency of cleaning services applicable to the building areas are shown under Scope of Services. The Contractor shall comply with the latest industry standards. All cleaning procedures shall be in strict accordance with manufacturers' directions and warnings, OSHA and EPA standards, and all Federal, State and Local laws.

6.3 Cleaning services as outlined in the Scope of Services are required when portion of the building are in use. Cleaning of these portions should be undertaken at the completion of the use or as otherwise agreed with the Facilities Director.

6.4 The Contractor's regularly scheduled employee shall be required to work on regularly scheduled days or when the building areas are closed due to a snow storm, unless notified by the Facilities Director. The Facilities Director will immediately notify the Contractor of emergency closing decisions requiring a scheduling change for the regularly scheduled employee.

6.5 Cleaning services apply to offices, public areas, service desks and counter areas, hallways, staff lounges, staff work areas, lobbies and entrance ways (exterior and interior), and restrooms. The Contractor shall be responsible for the proper cleaning of these areas of the buildings.

6.6 Any and all adjustments to regularly scheduled work must be approved in advance in writing and signed by the Facilities Director.

6.7 The Contractor shall properly dispose of trash in the dumpster and paper recycling stations provided.

6.8 The Contractor shall be responsible for all permits, fees, and licenses necessary for the proper execution of the required work.

6.9 The Town of Sudbury's responsibilities listed below are not considered part of the contract, and, as such, the Contractor is not responsible for these duties:

Monitoring:

- Receipt and delivery of goods
- Maintenance and repairs
- Utilities
- Smoke and fire alarms
- Fire extinguishers
- Clocks
- Pest Control

- Landscaping
- Snow removal and sanding.

6.9 It is understood and agreed that only the highest standards of cleanliness are acceptable and are to be maintained; that the specifications are not construed as absolutely complete; but all items not included and considered necessary to properly clean the building shall be construed as part of the specifications. **The Contractor shall be required to redo, at his/her own expense, any work not done according to the schedule; any work in relation to which there shall be doubt or discrepancy; any work done in accordance with verbal instructions not confirmed in writing; or any work done in violation of the law or public authority. In the event that work has been done improperly, the Facilities Director shall have the right to demand immediate corrective action on the part of the Contractor, or have the condition corrected by whatever means necessary and deduct the costs from the monthly invoice.**

7.0 Hours and Conditions of Work

7.1 The cleaning schedule is shown on page 10 (Scope of Services). The Town reserves the right to change the hours for any reason. The Contractor shall be flexible, within reason, so as to alter schedules per the request of the Facilities Director.

7.2 The cleaning shall be accomplished between the hours set forth in the schedule under Labor on page 9.

7.3 Offices are closed on all holidays and during certain emergencies. Scheduling and payment for these days should be discussed with the Facilities Director.

8.0 Supervision and Personnel

8.1 The Contractor acknowledges and agrees that it is responsible as an independent contractor for all services provided under this contract and for all the acts of its employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this contract, to the extent that any such claim, damage, loss, or expense: (1) is attributable to the destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent or willful act or omission of the Contractor, any of the Contractor's employees or agents, or anyone for whose acts the Contractor may be liable, except to the extent any such claim, damage or loss of expense is caused in part by a party indemnifiable hereunder.

8.2 At the conclusion of each shift, the Contractor's employee must make a detailed inspection of the premises and inform the Facilities Director, or his designee, of any discrepancies from routine work (with explanations), such as, property not serviceable or in operating condition, and supplies needed.

8.3 The Contractor shall have available a sufficient number of personnel, properly trained in contracted cleaning, for absences and emergencies. **Cleaners employed must be direct employees, not sub-contracted.** The Contractor shall assign regularly scheduled employees to town buildings. Repeated turnover in the employees assigned shall be considered in violation of this contract. Contractor will comply with all federal and state laws for verifying eligibility of employees for work.

8.4 The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, age or ancestry in connection with the performance of the services under this Agreement. The Contractor further agrees that it will comply with all laws, local by-laws, and rules and regulations of the Massachusetts Department of Labor and all other regulatory bodies having jurisdiction.

8.5 All employees shall be neat in appearance and business like in demeanor.

8.6 The town reserves the right to demand a change of personnel at any time.

8.7 No smoking is allowed within town buildings. Walkmans and other portable listening devices are not permitted.

8.8 Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones (without permission), radios, television sets or computer equipment or tamper with personal or public property.

8.9 Contractor employees shall schedule and carry out duties in a manner which creates the least amount of disturbance for employees.

9.0 Equipment and Supplies

All standard equipment, cleaning supplies and accessories necessary to perform the cleaning services shall be the responsibility of the Contractor. Items include vacuums, mops, brooms and dusters. Contractor's property brought onto the premises shall be properly inscribed. Storage space is provided in the building for supplies and equipment. Equipment and supplies must be stored properly and kept in order. Paper products, soaps for dispensers and plastic trash liners shall be the responsibility of the Town.

10.0 Security and Safety

10.1 The Contractor shall be responsible for all costs incurred in the event that the Contractor fails to follow the required security procedures as specified herein and as may be further specified in writing prior to the execution of the contract, including losses incurred as a result of theft and vandalism, changing locks and keys, etc.

10.2 The Contractor's employee(s) shall be responsible for security password and keys. The Contractor's employees shall enter and leave by assigned doorways. Under no conditions shall keys be duplicated by the Contractor or his employees.

10.3 Town employees are responsible for officially opening and closing the building areas to the public - unlocking and locking all exterior doors at the beginning and end of each day. The Contractor shall keep all exterior doors locked when the buildings are unoccupied. He shall not open any doors for purposes other than cleaning, unless otherwise notified by the Facilities Director. Any property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the Contractor.

10.4 The Contractor's employee(s) are not to permit anyone to enter the building before or after normal open hours unless specifically authorized by Town officials.

10.5 The Contractor's employees shall be trained in first safety procedures and first aid. Flammables must be stored in safety cabinets as directed by the Facilities Director.

10.6 The Contractor or his employee(s) shall inspect the areas of the building for which he is responsible for cleaning to ensure that they are free of hazards and, if not, report same to the Facilities Director if unable to remedy the situation.

11.0 Payment for Services

11.1 The cost of the base bid should be broken down for departmental monthly payments as follows:

Park and Recreation, 40 Fairbank Road, Sudbury, MA 01776:

"A" Atkinson Pool section of the Fairbank Center Complex (excluding the pool area)

Facilities Department, 275 Old Lancaster Road, Sudbury, MA 01776:

"B" section of the Fairbank Center Complex

Sudbury Public Schools - Business Office, 40 Fairbank Road, Sudbury, MA 01776:

"C" section (School wing) of the Fairbank Center Complex

11.3 The Town shall pay the Contractor within 30 days of receipt of an invoice for services rendered in the preceding month. The Contractor shall be required to document the days on which work was performed by the submission of daily check sheets. The check sheets shall be in a form acceptable to the Facilities Director.

11.4 The Town reserves the right to adjust the invoice to offset the cost to have the work done by other means. In the event that the Facilities Director, determines that required work has not been performed or has not performed according to these specifications, the Contractor shall be notified of the deficiency and given an opportunity to correct the same at no additional cost to the Town. If the work is not performed within 24 hours of said request to correct the deficiency, or such other amount of time as the parties agree to in writing, then the Town shall have the right to perform the work using its own personnel or other means and deduct the cost of same at the contractor's hourly rate as stated in the bid.

12.0 Insurance

12.1 The Contractor shall, within fifteen (15) days of notification of the award of the contract, provide the town with a Certificate of Insurance, with the amounts and arrangement of coverage as specified in this section, which insurance shall be maintained at all times during the term of the contract. Failure to provide or maintain such insurance shall be grounds for termination.

12.2 The Certificate of Insurance shall provide Public Commercial General Liability coverage for bodily injury and property damage, with a minimum of \$100,000 per occurrence and \$300,000 aggregate, or separate bodily injury and property damage coverage each with the limits specified above. The arrangement of coverage shall specify each of the following: Premises/Operations; Contractual; and Products/Completed Operations. The Certificate shall state the location of the Fairbank Center Complex, and shall name the Town of Sudbury as an additional insured.

12.3 The Certificate of Insurance shall provide Automobile Liability Insurance with bodily injury coverage in the amount of \$100,000 per person, \$300,000 per occurrence; and property damage coverage in the amount of \$250,000 per occurrence. The arrangement of coverage shall specify all owned, leased or hired vehicles of the Contractor.

12.4 The Certificate of Insurance shall provide Worker's Compensation coverage in the amounts required by Massachusetts' Law, and Coverage B in the amount of at least \$500,000.

12.5 The Contractor agrees to guarantee and indemnify the Town of Sudbury against all damages or loss the town may incur or sustain by or through the misconduct or negligence of any agent, servant or employee of the Contractor during the performance of services required by this contract. The Contractor further agrees to maintain adequate insurance to ensure compliance with the above provision.

13.0 Termination

13.1 In the case of failure by the Contractor to meet the standards of cleaning specified or to abide by the terms and conditions herein as evidenced by three (3) warnings in writing during any 12 month contracted period, the Town shall have the right to declare the contract terminated by giving thirty (30) days written notice, and to pursue any remedies provided by the contract or at law or in equity.

13.2 In the event that the Contractor undergoes dissolution, termination, of existence, insolvency, appointment of a receiver of any property of, assignment for the benefit of creditors by, or commencement of a proceeding under any bankruptcy or insolvency laws by or against the Contractor or any guarantor of the Contractor, the Town shall have the right to declare the contract terminated and to pursue any remedies provided by the contract or at law or in equity.

13.3 Failure of the Town to pursue its remedies at the time of the commission of a breach of contract by the Contractor will not act as a waiver of the town's right to pursue said remedies at a later time.

13.4 The exercise of each option to renew shall be contingent upon the appropriation of sufficient funds for the fiscal year then in effect. The Town shall terminate the contract in the event that sufficient funds are not appropriated to fund the contract for any such renewal term.

14.0 Assignment

The Contractor's duties and obligations under the contract shall not be assigned or subcontracted to another party without the written consent of the Facilities Director. The contract shall be binding on the heirs, personal representatives, successors, and assignees of the Contractor.

15.0 Governing Law

The Contractor shall comply with all ordinances of the Town of Sudbury, General Laws and Regulations of the Commonwealth of Massachusetts, Federal Laws and Regulations and Interstate Commerce Commission Rules and Regulations, and all regulations authorized by law, applicable to the provisions of such contract. Any disputes that arise under the contract shall be determined in accordance with Massachusetts law.

16.0 Severability

The provisions of this contract are severable. If any provision herein is found unenforceable, the remaining provisions shall remain in full force and effect.

SPECIFICATIONS/SCOPE OF SERVICES

- CONTRACTOR TO PROVIDE ALL LABOR, STANDARD EQUIPMENT, CLEANING COMPOUNDS AND ACCESSORIES NECESSARY TO PERFORM THE CLEANING SERVICES.
- THE TOWN TO SUPPLY PAPER PRODUCTS, SOAPS FOR DISPENSERS AND PLASTIC TRASH LINERS.

LABOR

CONTRACTOR TO PROVIDE EMPLOYEES EXPERIENCED IN ALL ASPECTS OF COMMERCIAL CLEANING AS OUTLINED IN THE SPECIFICATIONS LISTED BELOW.

BASE BID SCHEDULE:**Fairbank Center Complex "A":**

Atkinson Pool section (excluding pool area) – daily Mon-Thurs after 9:00 p.m.; Fri after 7:00 p.m.; Sat after 6:00 p.m.; Sun after 4:00 p.m.
(schedules may be adjusted based on swim meets and events)

Fairbank Center Complex "B":

All areas – Monday-Friday after 4:00 p.m.

Fairbank Center Complex "C":

School Administration wing – Monday-Friday after 4:00 p.m.

FAIRBANK CENTER COMPLEX

Sections A (excluding swimming pool area), B, C: (See page 9 for specific cleaning times)

GENERAL SERVICES:

1. TRASH AND RECYCLING - DAILY: Wastebaskets emptied. Soiled trash liners replaced. Trash and recycling gathered and removed to the dumpster.
2. DUSTING/POLISHING: Office and work areas – desks, file cabinets, shelving units, tables, counter tops, computer terminals – lightly dusted. Public seating areas lightly dusted. Window sills, ledges, baseboards, moldings and other woodwork lightly dusted. Window blinds dusted as needed. Cobwebs removed.
3. ALL BATHROOMS - DAILY: Cleaned and disinfected including sinks, urinals, and toilets. Mirrors cleaned and polished. Partitions cleaned and tops kept dust free daily. Doors, light switch areas cleaned as needed. Tiled floors washed using germicidal solution every day. Female sanitary receptacles emptied and waxed liners replaced. Dispensers checked daily and refilled as needed to ensure that there will be sufficient paper products for the following day. Cobwebs removed and baseboards cleaned.
4. HARD FLOOR SURFACES: In order to keep areas clean and neat, vinyl composition tile, sheet linoleum, dry mopped with treated mop head and washed daily with neutral cleaner. (Stripping and waxing floors periodically will be at the hourly rate provided for additional services.)
5. GYM FLOOR: Dry sweep daily and damp mop three times per week with a second mopping using Murphy's Oil Soap or other cleaning product acceptable to Park and Recreation.
5. CARPET & RUNNERS: All wall-to-wall, carpet runners vacuumed daily. Edges kept clean using crevice tool attachment. Treat noticeable carpet stains with stain remover and notify Town of stain.
6. PUBLIC LOUNGES AT POOL AREA AND SENIOR CENTER: Tables cleared and washed and brush debris from upholstered furniture. Vacuum rubber floor and wash daily.
7. PUBLIC LOCKER ROOMS/BACK HALLWAY: Fixtures cleaned and disinfected including sinks, urinals, toilets. Mirrors cleaned and polished. Ceramic tile flooring swept/vacuumed and washed with germicidal solution. Showers washed down with germicidal solution; scoured as necessary. Floor drain traps cleared of hair and other debris. During winter months, sweep/vacuum sand from locker rooms before washing floors.
8. KITCHENS (large commercial kitchen as well as kitchenettes): Sinks cleaned and polished daily. Counter tops, refrigerator doors, tables cleaned. Chairs neatly arranged. Floors vacuumed or swept and washed with approved detergent daily. Dispensers refilled as needed.
9. GLASS: Entrance(s) door glass, interior partition glass, and service desks' glass spot cleaned for dirt, smudges, fingerprints, etc.
10. BUILDING ENTRANCES & MAIN FOYER (exterior and interior): vacuum, mop, or sweep daily.

**BID FORM
FY16 CONTRACTED CLEANING SERVICES
FAIRBANK CENTER COMPLEX**

Bid Of: _____
Name of Bidder

Address of Bidder

Telephone (____) _____ / Fax (____) _____

Date: _____

The undersigned proposes to furnish cleaning services at the Fairbank Center Complex, 40 Fairbank Road, Sudbury, Massachusetts, for the period July 1, 2015 through June 30 2016, in accordance with the Contract Documents for the contract price stated below.

The undersigned, having examined carefully the information for bidders, general conditions, specifications and/or scope of work, including all related bulletins and/or addenda promulgated, together with any and all other documents and/or material bound herewith, (all of the foregoing collectively referred to in this proposal as the "Contract Documents"), and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all services and otherwise do all things necessary to complete the contract work, in a competent and workmanlike manner and in strict accordance with the Contract Documents, to the complete satisfaction and acceptance of the Town for the sums as follows:

<u>Base Bid:</u>	Monthly Rate
1) Atkinson Pool section of the Fairbank Center Complex (excluding the pool area) and shown as "A" on the plan	\$ _____
2) Fairbank Center Complex shown as "B" on the plan	\$ _____
3) Fairbank Center Complex (School Wing) shown As "C" on the plan	\$ _____
Total monthly rate contract cost	\$ _____
Hourly rate for additional requested services	\$ _____

Signature of Individual, or Corporation Name

By: _____
Corporate Officer & Title (if applicable)

FID. No. _____
AFFIX CORPORATE SEAL (if applicable)

The Contractor must list the names, addresses, telephone numbers and contacts of at least three (3) clients on the attached Bidder's Eligibility & Qualifications sheet.

Contractors must submit a company resume including history, organization, headquarters, field offices, size, work force, management structure, employee system, benefits, training programs and union information.

Attach: Tax Attestation, Certificate of Corporate Bidder, Certificate of Non-Collusion

**BID FORM
FY17 CONTRACTED CLEANING SERVICES
FAIRBANK CENTER COMPLEX**

Bid Of: _____
Name of Bidder

Address of Bidder

Telephone (____) _____ / Fax (____) _____

Date: _____

The undersigned proposes to furnish cleaning services at the Fairbank Center Complex, 40 Fairbank Road, Sudbury, Massachusetts, for the period July 1, 2016 through June 30, 2017, in accordance with the Contract Documents for the contract price stated below.

The undersigned, having examined carefully the information for bidders, general conditions, specifications and/or scope of work, including all related bulletins and/or addenda promulgated, together with any and all other documents and/or material bound herewith, (all of the foregoing collectively referred to in this proposal as the "Contract Documents"), and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all services and otherwise do all things necessary to complete the contract work, in a competent and workmanlike manner and in strict accordance with the Contract Documents, to the complete satisfaction and acceptance of the Town for the sums as follows:

<u>Base Bid:</u>	Monthly Rate
1) Atkinson Pool section of the Fairbank Center Complex (excluding the pool area) and shown as "A" on the plan	\$ _____
2) Fairbank Center Complex shown as "B" on the plan	\$ _____
3) Fairbank Center Complex (School Wing) shown As "C" on the plan	\$ _____
Total monthly rate contract cost	\$ _____
Hourly rate for additional requested services	\$ _____

Signature of Individual, or Corporation Name

By: _____
Corporate Officer & Title (if applicable)

FID. No. _____
AFFIX CORPORATE SEAL (if applicable)

**BID FORM
FY18 CONTRACTED CLEANING SERVICES
FAIRBANK CENTER COMPLEX**

Bid Of: _____
Name of Bidder

Address of Bidder

Telephone (____) _____ / Fax (____) _____

Date: _____

The undersigned proposes to furnish cleaning services at the Fairbank Center Complex, 40 Fairbank Road, Sudbury, Massachusetts, for the period July 1, 2017 through June 30, 2018, in accordance with the Contract Documents for the contract price stated below.

The undersigned, having examined carefully the information for bidders, general conditions, specifications and/or scope of work, including all related bulletins and/or addenda promulgated, together with any and all other documents and/or material bound herewith, (all of the foregoing collectively referred to in this proposal as the "Contract Documents"), and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all services and otherwise do all things necessary to complete the contract work, in a competent and workmanlike manner and in strict accordance with the Contract Documents, to the complete satisfaction and acceptance of the Town for the sums as follows:

<u>Base Bid:</u>	Monthly Rate
1) Atkinson Pool section of the Fairbank Center Complex (excluding the pool area) and shown as "A" on the plan	\$ _____
2) Fairbank Center Complex shown as "B" on the plan	\$ _____
3) Fairbank Center Complex (School Wing) shown As "C" on the plan	\$ _____
Total monthly rate contract cost	\$ _____
Hourly rate for additional requested services	\$ _____

Signature of Individual, or Corporation Name

By: _____
Corporate Officer & Title (if applicable)

FID. No. _____
AFFIX CORPORATE SEAL (if applicable)

TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that _____ is in compliance with (name of contractor) the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Print Name

Title

CERTIFICATE AS TO CORPORATE BIDDER

_____, certify
 that I am the _____ of the Corporation named
 as bidder in the within Bid Form; that _____
 who signed said Bid Form on behalf of the Bidder was then _____
 _____ of said Corporation; that I know his
 signature and that his signature hereto is genuine and that said Bid Form was duly
 signed, sealed, and executed for and in behalf of said Corporation by authority of its
 governing body.

(Corporate Seal)

Title

This Certificate must be completed where Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

CERTIFICATE OF NON-COLLUSION

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

Signature of Individual, or Corporation Name

By: _____
Corporate Officer & Title (if applicable)

BIDDER'S ELIGIBILITY & QUALIFICATION SHEET

1. Name and address of bidder: _____
2. When was your company organized? _____
3. Where was your company incorporated? _____
4. How many years have you been engaged in the contracting business under the present firm name? _____ years
5. List contracts on hand, showing gross amount of each contract:

6. Have you ever failed to complete any of your contracts for cleaning services?
If so, where and why? _____
7. List three (3) similar jobs which you are currently performing and work performed for local municipalities should be listed. Include nature of work, awarding authority, year of contract, amount of contract and contact person (name and telephone number).
 - a). _____
 - _____
 - b). _____
 - _____
 - c). _____
 - _____

Signed: _____

Bidder
 Title:
 Telephone Number

ATTACH "COMPANY RESUME".

FISCAL 2016 CLEANING AGREEMENT – FAIRBANK CENTER COMPLEX

This Agreement is entered into this ____ day of _____, 2015, by and between the Town of Sudbury and the Sudbury Public Schools, collectively hereinafter "Town" and _____ with an address of _____, hereinafter "Contractor".

WHEREAS the Town has advertised for bids for the cleaning of Fairbank Center Complex and _____, was the lowest eligible and responsible bidder on specifications published by the Town for Fiscal 2016,

NOW THEREFORE the parties agree as follows:

1. This agreement is for the twelve (12) month period July 1, 2015 through June 30, 2016, with an option to renew, at the sole discretion of the Town, for each of the two succeeding twelve (12) month fiscal years, Fiscal 2017 and Fiscal 2018, beginning on July 1 of each year, at the prices set forth in the bids for those contract periods.
2. Incorporated by reference herein are the Invitation to Bid, Information for Bidders/ General Conditions and Specifications/Scope of Services, and all other Contract Documents together with the Bid dated _____.
3. The Contractor has provided evidence of insurance as required prior to commencing work under this contract and shall maintain such insurance throughout the contract period.
4. The Contractor shall provide all labor, supplies, and equipment in accordance with the Specifications/Scope of Services and shall adhere to the schedule contained therein for the base bid and accepted option ____.
5. The Town shall pay the Contractor at the rates set forth in the bid for Fiscal 2016 for the base bid and accepted option ____.
6. The Contractor acknowledges that he understands all of the terms and conditions stated in the Contract Documents and has inspected the various work sites.
7. _____ will indemnify and hold the Town harmless for all injuries, damages, actions or causes of action caused by, its agents, servants, employees or subcontractors.

WITNESS our hands and seals this ____ day of _____, 2015.

CONTRACTOR

TOWN OF SUDBURY

President

Maryanne Bilodeau
Interim Town Manager

SUDBURY PUBLIC SCHOOLS

Mary Will
Director Business & Finance

CERTIFICATE OF VOTE

I, _____, Clerk of _____, hereby certify that at a meeting of the Board of Directors of said Corporation duly held on _____, 200__, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____ (name of Officer authorized to sign for Corporation) be and he/she is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation; the execution of any such contract, bond or obligations by said _____ (name of Officer) to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of the Corporation for all purposes, and that a certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the Town of Sudbury; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such Directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Sudbury."

I further certify that _____ (Name of Officer) is the duly elected _____ (Title) of said Corporation.

Signed: _____
Clerk/Secretary

Place of Business

Date of Contact

AFFIX CORPORATE SEAL

COUNTERSIGNATURE

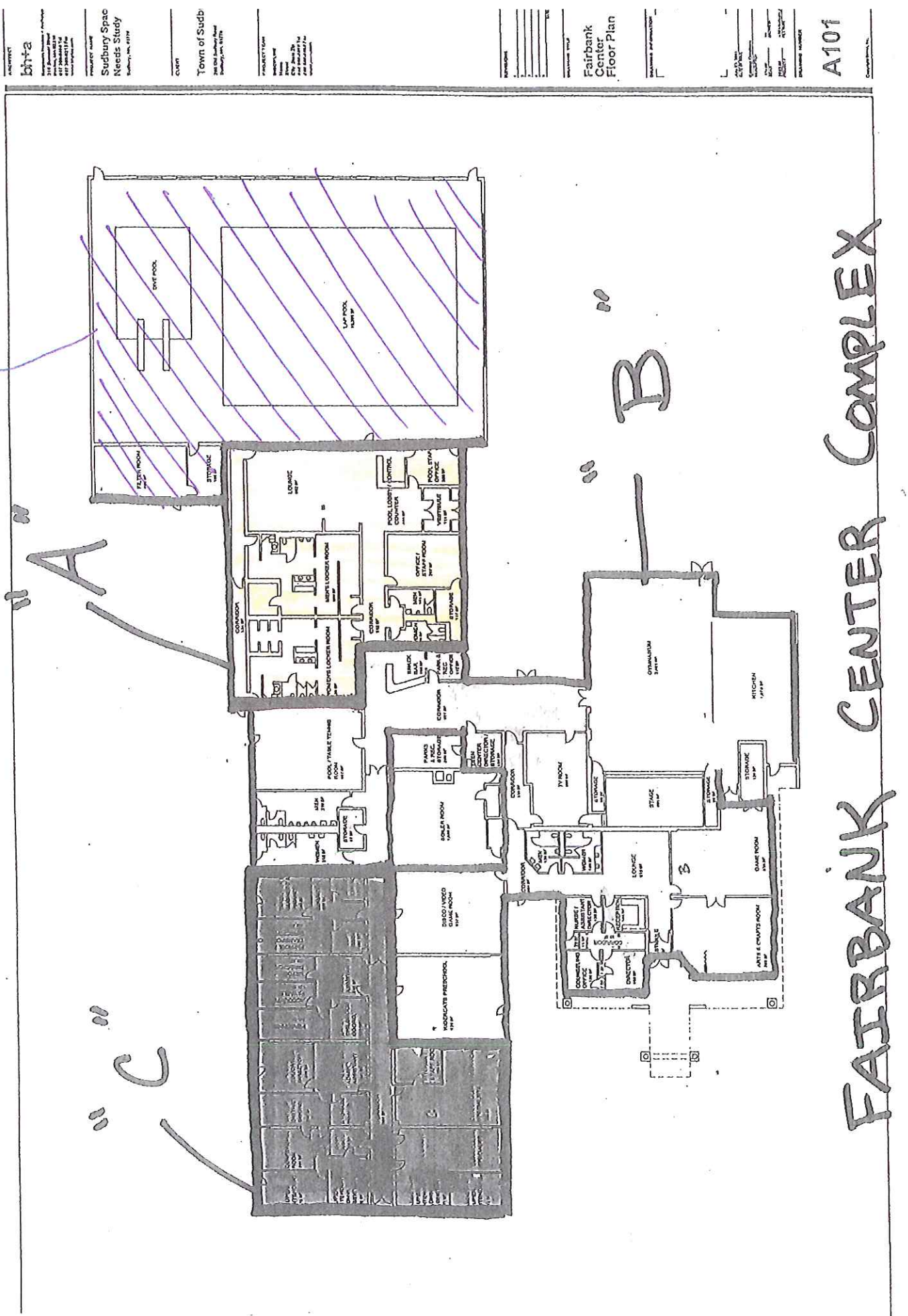
Name and Title of Officer

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the Contract or other instrument for the Corporation, this certificate must be countersigned by another Officer of the Corporation.

Attachment A

Swimming Pool
Not included

23.a



FAIRBANK CENTER COMPLEX

A101

Attachment: FY16 Cleaning Fairbank Center Complex IFB (1300 : Approve cleaning contract for Fairbank