

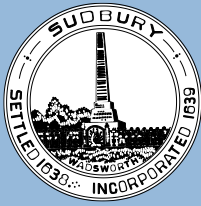
SUDBURY BOARD OF SELECTMEN
TUESDAY JUNE 7, 2016
7:30 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	7:30 PM		CALL TO ORDER
			Opening remarks by Chairman
			Reports from Town Manager
			Selectmen Announcements
			Citizen's comments on items not on agenda
TIMED ITEMS			
1.	7:50 PM	<i>VOTE / SIGN</i>	As the Local Licensing Authority, vote on whether to approve the application of Villa TBR Corp, d/b/a Craft Beer Cellar Sudbury, 365 Boston Post Rd, for a Change of d/b/a to Sudbury Craft Beer, under G. L. Ch. 138, s.15, Gustavo Villatoro, Manager.
PUBLIC HEARING			
2.	8:00 PM	<i>VOTE</i>	Public Hearing pursuant to M.G.L. c.140, s.157 to determine whether the dog owned and/or kept by Beverly Whitcomb at 53 Highland Ave., Sudbury, is a Nuisance Dog or Dangerous Dog as those terms are defined in the statute.
MISCELLANEOUS			
3.	8:30 PM	<i>VOTE</i>	Discussion with Planning Board regarding Conformance Recommendation regarding Master Development Plan
4.	8:35 PM	<i>VOTE / SIGN</i>	Discussion and possible vote to sign Development Agreement between BPR Sudbury Development LLC and the Town of Sudbury.
5.	8:40 PM	<i>VOTE</i>	Preparation for Special Town Meeting June 13; discussion and possible vote on Special Town Meeting articles
6.	8:50 PM	<i>VOTE</i>	Coolidge at Sudbury Phase 2, 40B Application for Project Eligibility: discussion and possible vote on comments to Department of Housing and Community Development. Jody Kablack, Director of Planning and Community Development, and Holly Grace, Senior Project Manager, B'nai B'rith to attend.
7.		<i>VOTE</i>	Discussion and vote whether to extend appointments for the Strategic Financial Planning Committee for Capital Funding to a date to be determined.
8.		<i>VOTE / SIGN</i>	Vote to accept the following grants for highway and walkway purposes from 4 Maynard Rd. Sudbury LLC, for property located at 4 Maynard Road, Sudbury as shown on the recorded plan entitled "4 Maynard Road Sudbury, Mass. for Walker Development", dated

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
			November 22, 2015, and drawn by Rose Land Sudbury: Deed of grant of 463 s.f. for highway purposes, and Walkway Easement for grant of 10' wide walkway easements on Parcels 1 and 3.
9.			Citizen's Comments (Cont)
10.			Discuss Future Agenda Items
CONSENT CALENDAR			
11.		<i>VOTE</i>	Vote to enter into the Town record and congratulate Nick Glaser, Daniel Finnegan, Cameron Kinney and William Sarnie of Troop 60 for having achieved the high honor of Eagle Scout.
12.		<i>VOTE</i>	Vote to approve award of a contract by the Town Manager for cleaning services at the Fairbank building and any subsequent renewal options, subject to review by Town Counsel, as requested by Jim Kelly, Combined Facilities Director.
13.		<i>VOTE</i>	Vote to accept the resignation of Phyllis Bially, 30 Nobscot Rd, from the Council on Aging, effective May 31, 2016. Also to send a letter of thanks for her service to the Town.
14.		<i>VOTE</i>	Vote to approve the regular session minutes of 5/17/16.
15.		<i>VOTE</i>	Vote to accept, on behalf of the Town, various donations to support Park & Recreation's Summer Concert Series totaling \$1,601 to the Contributions and Donations Account 191448/483100 (as requested by Kayla McNamara, Director of Parks, Recreation, & Aquatics, in memos dated May 16 and May 20, 2016), said funds to be expended under the direction of Kayla McNamara.
16.		<i>VOTE</i>	Vote to accept, on behalf of the Town, a \$1,000 donation from Lucinda Lagasse to the Pool Donations Account 191748/483100 (as requested by Kayla McNamara, Director of Parks, Recreation & Aquatics, in a memo dated May 16, 2016), said funds to be expended under the direction of Kayla McNamara.
17.		<i>VOTE</i>	Vote to acknowledge receipt of \$145,000 in donations from the Sudbury Historical Society for use by the Town of Sudbury in connection with the proposed repurposing of the Loring Parsonage for a Sudbury History Center and Museum under the direction of the Permanent Building Committee.
18.		<i>VOTE</i>	Vote to approve the placement of seven signs announcing the July 4th Road Race at the following locations: west side of Concord Road at Featherland Park; northwest corner of Hudson and Fairbank Roads; southwest corner of Peakham and Old Lancaster Roads; Fire Headquarters, 77 Hudson Road (with permission of Fire Chief); 221 Goodman's Hill Road; and 46 Union Avenue (Precourt Stone Co. with permission); And Northeast Corner Of Morse and Ridge Hill Road; from June 18th to July 5th, 2016, as requested by Graham R. Taylor, 221 Goodman's Hill Road, in a letter dated May 31, 2016.
19.		<i>VOTE</i>	Vote to allow the Town Manager to sign a contract with Ciccolo Group LLC for planning consultant services. The contract would encompass contracted planning services as well as supply an interim planner.

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, June 7, 2016

TIMED ITEM

1: Craft Beer Cellar d/b/a Change to Sudbury Craft Beer

REQUESTOR SECTION

Date of request:

Requestor: Villa TBR Corp, d/b/a Sudbury Craft Beer

Formal Title: As the Local Licensing Authority, vote on whether to approve the application of Villa TBR Corp, d/b/a Craft Beer Cellar Sudbury, 365 Boston Post Rd, for a Change of d/b/a to Sudbury Craft Beer, under G. L. Ch. 138, s.15, Gustavo Villatoro, Manager.

Recommendations/Suggested Motion/Vote: As the Local Licensing Authority, vote on whether to approve the application of Villa TBR Corp, d/b/a Craft Beer Cellar Sudbury, 365 Boston Post Rd., for a Change of d/b/a to Sudbury Craft Beer, under G. L. Ch. 138, s.15, Gustavo Villatoro, Manager.

Background Information:
Please see application attached.

Financial impact expected:\$75 Application Fee

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Gustavo Villatoro, Manager Craft Beer Cellar Sudbury

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM

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.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

IF USED EPAY, CONFIRMATION NUMBER:

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

LICENSEE NAME:

ADDRESS:

CITY/TOWN: STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- Change of Hours
- Change of DBA
- Charity Wine 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**

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

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2016 MAY 11 A 9 44

PETITION FOR CHANGE OF LICENSE

125000045

ABCC License Number

Sudbury, MA

City/Town

The licensee VILLA TBR Corp. respectfully petitions the Licensing Authorities to approve the following transactions:

- Change of Manager
- Pledge of License/Stock
- Change of Corporate Name
- Change of DBA
- Alteration of Premises
- Cordial & Liqueurs
- Change of Location
- Change of License Type (§12 ONLY, e.g. "club" to "restaurant")

Change of Manager Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock Loan Principal Amount: \$ Interest Rate:

Payment Term: Lender:

Change of Corporate Name/DBA Last-Approved Corporate Name/DBA: The Sudbury Bottle Shop

Requested New Corporate Name/DBA: Sudbury Craft Beer

Change of License Type Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

Change of Location: (must fill out attached financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee 
(If a Corporation/LLC, by its authorized representative)

Date Signed 5/4/16

1.a

Packet Pg. 7



THE COMMONWEALTH OF MASSACHUSETTS Town of Sudbury

BUSINESS CERTIFICATE (DBA)

\$50.00

May 11th, 2016

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: Sudbury Craft Beer is conducted at

Business Address: 365 Boston Post Rd. in the Town of Sudbury, MA

Corporation Name (if applicable): VILLA TBL Corp.
by the following named persons.

2016 MAY 11 AM 9:34
TOWN CLERK

Owner/Officers of Corp. Name (Please Print)	Residence Address (Street, City, State and Zip Code)	Signature (Sign in Presence of Notary)
1. <u>Gustavo/Jessica Villatoro</u>	<u>6 Hanna Road Frammingham, MA 01701</u>	
2.		
3.		

Description of Business: Bottle Shop

Phone Number:

Email Address:

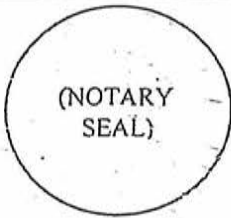


A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

The State of Massachusetts
County of Middlesex ss.

On this 11th day of May, 2016, before me, the undersigned notary public, personally appeared Gustavo R. Villatoro

who proved to me through satisfactory evidence of identification, which were drivers 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.

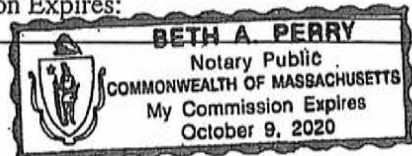


Beth A. Perry
(NOTARY Please Print Name)
Beth A. Perry
(NOTARY Signature)

Commission Expires:

Town Clerk Use Only

Expiration Date: May 11, 2020



May 10, 2016

VILLA TBR Corp.
Memo of Vote to Change DBA Name

To Whom it May Concern:

Gustavo Villatoro (President/Manager) and Jessica Villatoro (Secretary) of VILLA TBR Corp have unanimously voted on May 10, 2016 and agreed to formally change the company's DBA in the Town of Sudbury. The former DBA name was "Craft Beer Cellar Sudbury", and the officers have voted to change the DBA to "Sudbury Craft Beer". Thank you.

Signed,



5/10/16

Gustavo Villatoro (President/Manager)



Jessica Villatoro (Secretary)

Attachment 1.a: Craft Beer Cellar DBA_BOS (1837 : Craft Beer Cellar d/b/a Change to Sudbury Craft Beer)

Craft Beer Cellar Sudbury – Change of DBA Department Feedback

Fire Department Approval:

From: Whalen, John
Sent: Tuesday, May 17, 2016 10:19 AM
Subject: RE: Change of DBA Application

Hello Leila,
The Fire Department has **no issues** with this change in the application.
John M. Whalen
Assistant Fire Chief

Board of Health Feedback:

From: Murphy, Bill
Sent: Friday, May 13, 2016 1:42 PM
Subject: RE: Change of DBA Application

The Board of Health **does not have any issues** with the proposed change.
William C. Murphy, MS, RS, CHO
Director of Public Health

Building Department Feedback:

From: Herweck, Mark
Sent: Monday, May 23, 2016 3:09 PM
Subject: RE: Change of DBA Application

Hi Leila, I have **no issues** with this.
Thank you.

Police Department Approval:

From: Nix, Scott
Sent: Wednesday, May 18, 2016 9:53 PM
Subject: RE: Change of DBA Application

Leila,
No issues with the DBA change.
Respectfully,
Scott Nix
Chief of Police

Sudbury Alcohol License Quota & Availability

ABCC QUOTA of Licenses: 32 Total

Section 12: Restaurant All Alcohol: 18 Restaurant Wine & Malt: 5
 Section 15: Package Store All Alcohol: 4 Package Store Wine & Malt: 5



Licenses ISSUED:

Restaurant All Alcohol: 13 Restaurant Wine & Malt: 5
 Package Store All Alcohol: 4 Package Store Wine & Malt: 3

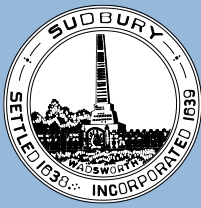
Licenses AVAILABLE:

Restaurant All Alcohol: 5	Restaurant Wine & Malt: 0
Package Store All Alcohol: 0	Package Store Wine & Malt: 2

ALCOHOL LICENSEES

RESTAURANT/CLUB (Section 12)		PACKAGE STORE (Section 15)	
			
All Alcohol	Wine & Malt	All Alcohol	Wine & Malt
Acapulcos	Chili Basil	Duck Soup	Sudbury Craft Beer
American Legion Post #191	Franco's Trattoria	New Kippy's	Sperry's Wine
Bosse Sports & Health Club	Oishii Too Sushi Bar	Stony Brook	Sudbury Farms
Bullfinch's	Paani-Pure Indian Cuisine	Sudbury Wines, Spirits	1- Available
Conrad's	Rossini's	None Available	2- Available
El Basha	None Available		
Fugakyu Café			
Lavender Asian Cuisine			
Longfellow's Wayside Inn			
Lotus Blossom			
No. 29 Sudbury			
Soul of India			
Victory Cigar Bar			
1- Available			
2- Available			
3- Available			
4- Available			
5- Available			
Quota:	18	5	5
Total Issued:	13	5	3
Available:	5	0	2

Attachment 1.c: Alcohol License Quotas (1837 : Craft Beer Cellar d/b/a Change to Sudbury Craft Beer)



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

PUBLIC HEARING

2: Dangerous Dog Hearing

REQUESTOR SECTION

Date of request:

Requestor: Evans J. Carter, P.C, Attorney for complainant

Formal Title: Public Hearing pursuant to M.G.L. c.140, s.157 to determine whether the dog owned and/or kept by Beverly Whitcomb at 53 Highland Ave., Sudbury, is a Nuisance Dog or Dangerous Dog as those terms are defined in the statute.

Recommendations/Suggested Motion/Vote: Public Hearing pursuant to M.G.L. c.140, s.157 to determine whether the dog owned and/or kept by Beverly Whitcomb at 53 Highland Ave., Sudbury, is a Nuisance Dog or Dangerous Dog as those terms are defined in the statute.

VOTE: Upon conclusion of the public hearing, an examination of the complainant under oath, and based on the credible evidence and testimony presented, the Board of Selectmen finds as follows:

Background Information:

Attached documents

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM

EVANS J. CARTER, P.C.

Law Offices
Post Office Box 812
Framingham, MA 01701
Telephone: (508) 875-1669
Telefax: (508) 875-1449

E-Mail: ejcatty1@Verizon.net
Office: 860 Worcester Road (Rt. 9), 2ND Floor
Framingham, MA 01702

March 25, 2016

Patricia A. Brown, Chairperson
Sudbury Board of Selectmen
Town Hall
322 Concord Road
Sudbury, MA 01776

Re: G.L. Chapter 140, Section 157
Request for Hearing to Determine if Mrs. Whitcomb's
Dog, "Sophie," is a Nuisance, Vicious and Dangerous
Dog and Request for a Euthanization Order
Claimant: Nancy Grellier

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2016 MAR 28 P 1:54

Dear Chairperson Brown:

I am legal counsel to the claimant, Mrs. Nancy Grellier, who is a Sudbury resident, and as an aside, I am also a Sudbury resident.

The dog "Sophie," owned by Mrs. Whitcomb but uncontrollable by her, is an habitual offender who has harassed and intimidated Sudbury residents for years and is dangerous and a public safety concern.

I was shocked to learn that Sophie had, with no provocation, attacked numerous people, such as a boy riding a bike, a neighbor on Highland Avenue and residents of Springhouse Pond Condominium unit owner.

Why this has not been resolved by the town in the past is indeed troubling. I suggest the town report all claims relative to this dog and Mrs. Whitcomb's insurance carrier as well as the town's insurance carrier.

In any event, the town's dog officer and police chief are fully aware of the details of the dog attack on Mrs. Nancy Grellier on Friday, February 19, 2016. It is abundantly clear that this was yet another *unprovoked* attack by a dog with a well known pattern of extremely aggressive behavior toward any person who walks along the established pathway easement between Springhouse Pond and the Shaw's Plaza. As has been witnessed by a number of people who regularly use this pathway, the dog routinely barks and snarls at and bounds toward walkers on

EVANS J. CARTER, P.C.

Patricia A. Brown, Chairperson
Sudbury Board of Selectman
Page No. 2
March 25, 2016

the path. The dog is usually kept in check only by what is presumed to be an electric wire only a few feet from the pathway public easement.

I have suggested to Chief Nix that the law does not permit even one (1) bite and that his suggestion of permitting Mrs. Whitcomb to erect a two (2) dog kennel is not in the best interests of Sudbury residents, or the law or the Society or the Prevention of Cruelty to Animals, and is too little, too late. I think that if "Sophie" should ever, for any reason, bit another person, the town will face "strict liability" as an accessory.

I am enclosing copies of:

1. My letter of March 9, 2016 to the dog officer; and
2. Springhouse Pond Condominium Trust letter of 3/1/16 to the dog officer.

Pursuant to the facts stated in said letters, demand is herewith made that the Board of Selectmen schedule an investigation hearing pursuant to G.L. Chapter 140, Section 157, so that the dog called "Sophie" can be determined to be a nuisance, vicious and a dangerous dog and that a euthanization/disposal order be made that "Sophie" be humanely put down.

Also, the town might want to consider a referral to the District Attorney's Office under G.L. Chapter 277, Section 77 (Cruelty to Animals).

Please note that time is of the essence covering this request and that it should be handled expeditiously as this concerns public safety.

Thanking you for your assistance and attention to this matter, I remain

Very truly yours,

EVANS J. CARTER

EJC/aec
Enclosures

cc: Rosemary B. Harvell, Sudbury Town Clerk

EVANS J. CARTER, P.C.

Patricia A. Brown, Chairperson
Sudbury Board of Selectman

Page No. 3

March 25, 2016

Leila S. Frank, Administrative Assist to the Board of Selectman

Barbara Saint Andre, Esq., Town Counsel

Ms. Beverly Whitcomb

Ms. Jennifer Condon, Dog Officer, Town of Sudbury


R. Scott Nix, Police Chief, Town of Sudbury

Mrs. Nancy Grellier

David Egan, Springhouse Pond Condominium Trust.

EVANS J. CARTER, P.C.

Law Offices
Post Office Box 812
Framingham, MA 01701
Telephone: (508) 875-1669
Telefax: (508) 875-1449

 COPY

E-Mail: ejcatty1@Verizon.net
Office: 860 Worcester Road (Rt. 9), 2ND Floor
Framingham, MA 01702

March 9, 2016

Ms. Jennifer Condon
Dog Officer for the Town of Sudbury
147 Parker Street
Maynard, MA 01754

Re: Beverly Whitcomb of 53 Highland Avenue, Sudbury, MA
and her dog "Sophie" (a German Sheppard Mix)

Dear Ms. Condon:

I reside in the Springhouse Pond Condominium development on Nobscot Road in Sudbury, and on behalf of my wife, Barbara A. Carter, and Mrs. Nancy Grellier and as their legal counsel, I will attend the Condominium Trustees' meeting on Wednesday, March 16, 2016 at 8:30 a.m., and I hope to meet and discuss this dog problem with you.

I am enclosing a copy of David Egan's letter to you of March 1, 2016. Also, I am enclosing copies of G.L. Chapter 140, Section 157 and Chapter 140, Section 155.

The dog called "Sophie" is a vicious and dangerous dog and, hopefully, you will be able to have it removed from the Town of Sudbury by next month.

I am troubled by the fact that Mrs. Whitcomb has, to date, refused or failed to remove "Sophie" from Sudbury and that she has not only failed to restrain her dog, but she has acted and continues to act in a dishonest, deceitful, deceptive, fallacious and mendacious manner when she, in bad faith, questioned the motives of my clients and wrongfully alleged that the Springhouse Pond Condominium unit owners are not entitled to use the footpath to Sudbury Plaza. She apparently has not read the Easement of 2/27/01, recorded with Middlesex South Registry of Deeds.

Many of the Springhouse Pond Condominium unit owners are dog owners and in the 1970's I was a consultant to the American Kennel Club in New York City, and we are all dog friendly but we will not tolerate or permit a dangerous and vicious dog to remain in Sudbury and to interfere with the quality of our lives.

EVANS J. CARTER, P.C.

Ms. Jennifer Condon
Page No. 2
March 9, 2016

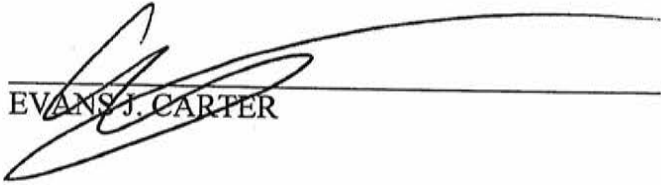
I would appreciate it if you could obtain a copy of Mrs. Whitcomb's homeowner's insurance policy coverage page for me and see if she will remove the dog voluntarily.

Please also send me a copy of your report covering this matter as if the dog is still in Sudbury next month, I must request the Board of Selectmen to hold a hearing on this matter.

Thank you for your help.

I remain

Very truly yours,

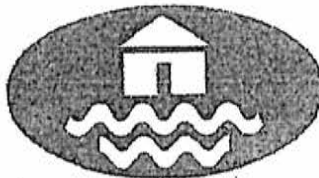


EVANS J. CARTER

EJC/aec

Enclosures

cc: Mrs. Nancy Grellier
Mr. David B. Egan



Springhouse Pond Condominium Trust

Board of Trustees

March 1, 2016

Ms. Jennifer Condon
 Dog Officer for the Town of Sudbury
 147 Parker St
 Maynard, MA 01754

Delivered via email

Ms. Conlan,

On behalf of the Trustees and homeowners of our *Springhouse Pond* community, I am writing to voice our dismay and grave concerns about the recent attack on and significant injury caused to a member of our community by a dog which is owned by, and has long resided on the property of the Whitcombs, 53 Highland Ave., Sudbury.

You are already aware of the details of a dog attack on Mrs. Nancy Grellier, on Friday, February 19th. It is abundantly clear that this was an *unprovoked* attack by a dog with a well known pattern of extremely aggressive behavior toward *any* person who walks along the established pathway between *Springhouse Pond* and the Shaw's Plaza. As has been witnessed by a number of people who regularly use this pathway, the dog routinely barks and snarls at, and bounds toward walkers on the path. The dog is usually kept in check only by what we presume is an electric wire, so-called "invisible fence" which keeps him away from the pathway – and walkers – by no more than a few feet. Apparently, on the day this dog attacked and injured Mrs. Grellier, this critical and necessary safety measure was not in place. This exposed our neighbor – and *anyone* who might traverse that path – to the real and completely avoidable danger of attack and injury by an aggressive and uncontrolled animal.

You may be unaware that this is the *second* attack on a *Springhouse Pond* homeowner by this same aggressive dog. During winter 2014, another neighbor, Mr. Sheldon Lesser, was attacked by the same dog, at nearly the same spot. Mr. Lesser was fortunate enough to avoid injury. But the trousers he was wearing were ripped and destroyed by the dog's biting attack; and as you can imagine, it was a frightening experience for him. The Sudbury Police became involved in that incident, and talked with all parties, including the Whitcombs. Mr. Lesser recalls that, as part of the follow-up, Police advised him that, if there were another documented attack by this dog, the animal would be dealt with severely; Mr. Lesser presumed that could include removal or euthanasia of the dog.

Another member of our *Springhouse Pond* community has now suffered a second, documented attack by the same aggressive dog. Although many of us remain robust and spry, *Springhouse*

Pond is a community of 55+ and older adults, who have certainly earned the right to walk into, out of, and around in *our own community* without fear of being attacked and perhaps seriously injured by an overly aggressive, seemingly untrained, and unmanaged dog. I would add that many of us here are grandparents; on many occasions, one or another of us has walked that pathway accompanied by small children. What an unforgivable tragedy it might've been had such a small, innocent child been with Nancy or Sheldon on the days they were attacked.

I am aware of the Whitcombs' contention that the pathway on which Mrs. Grellier and Mr. Lesser were attacked is on their property; they have made such a claim previously. Even if that was the case – and extensive documentation makes clear that is *not* a correct claim – whether or not a person was or was not walking on Whitcombs' property does *not* excuse or diminish the seriousness of this most recent attack by a dog that has proven itself to be an aggressive, menacing animal.

According to property plan documents approved by the Town of Sudbury, and public easements granted by the Commonwealth of Massachusetts, the *whole* of the paved pathway in question lies within a clearly defined public easement affected on the properties of both *Springhouse Pond* and Shaw's Plaza. Moreover, the legal property lines as exhibited in the easement documents make clear that the paved pathway and the easement are contained *in whole* within the boundaries of our *Springhouse Pond* property. In fact, *no* portion of the walkway or public easement cross the legally documented boundary of the Whitcombs' property. These two dog attacks occurred in a defined public area, *outside* the bounds of the Whitcombs' property.

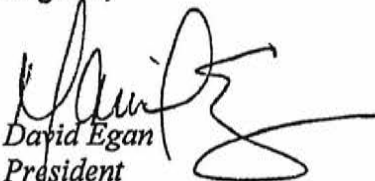
Actions.

To help the Trustees address our homeowners' concerns on this matter, and to keep us informed about steps that have and will be taken by your office and the dog owners, I ask that you attend our next upcoming Monthly Meeting of Trustees and homeowners, to be held in our Clubhouse on Wednesday, March 16th beginning at 8:30am.

It is not our intent to hold you up to scorn or undue criticism. We are clear that we have no role in determining what appropriate steps should be taken to rectify what is clearly a concerning and dangerous situation. However, we believe we *can* demand swift, appropriate and concrete actions by the owners of an animal proven to be dangerous, and by your office, to insure that our community members, and others, who rightly use a public pathway can do so without fear of being harassed or attacked by a dog that clearly can be regarded as a menace to our community and the public at large.

I look forward to welcoming you to our meeting.

Regards,


David Egan
President

WESTLAW

Massachusetts General Laws Annotated

Part I. Administration of the Government (Ch. 1-182)

Title XX. Public Safety and Good Order (Ch. 133-148a)

§ 157. Nuisance or dangerous dogs; orders for remedial action; appeal; violation of order

Massachusetts General Laws Annotated Chapter 140, Licenses (Pets & Animals) Part I. Administration of the Government (Ch. 1-162) Effective: October 31, 2012 (Approx. 3 pages)

Effective: October 31, 2012

M.G.L.A. 140 § 157

**§ 157. Nuisance or dangerous dogs; orders for remedial action; appeal;
violation of order**

Currentness

(a) Any person may file a complaint in writing to the hearing authority that a dog owned or kept in the city or town is a nuisance dog or a dangerous dog; provided, however, that no dog shall be deemed dangerous: (i) solely based upon growling or barking or solely growling and barking; (ii) based upon the breed of the dog; or (iii) if the dog was reacting to another animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

- (1) the dog was protecting or defending itself, its offspring, another domestic animal or a person from attack or assault;
- (2) the person who was attacked or threatened by the dog was committing a crime upon the person or property of the owner or keeper of the dog;
- (3) the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or
- (4) at the time of the attack or threat, the person or animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or animal was not authorized by the owner of the premises to be within such enclosure including, but not limited to, a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided, however, that if a person is under the age of 7, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

The hearing authority shall investigate or cause the investigation of the complaint, including an examination under oath of the complainant at a public hearing in the municipality to determine whether the dog is a nuisance dog or a dangerous dog. Based on credible evidence and testimony presented at the public hearing, the hearing authority shall: (i) if the dog is complained of as a nuisance dog, either dismiss the complaint or deem the dog a nuisance dog; or (ii) if the dog is complained of as a dangerous dog: (A) dismiss the complaint; (B) deem the dog a nuisance dog; or (C) deem the dog a dangerous dog.

(b) If the hearing authority deems a dog a nuisance dog, the hearing authority may further order that the owner or keeper of the dog take remedial action to ameliorate the cause of the nuisance behavior.

(c) If the hearing authority deems a dog a dangerous dog, the hearing authority shall order 1 or more of the following:

- (i) that the dog be humanely restrained; provided, however, that no order shall provide that a dog deemed dangerous be chained, tethered or otherwise tied to an inanimate object including, but not limited to, a tree, post or building;

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(ii) that the dog be confined to the premises of the keeper of the dog; provided, however, that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area upon the premises of the owner or keeper; provided further, that such pen or dog run shall have a secure roof and, if such enclosure has no floor secured to the sides thereof, the sides shall be embedded into the ground for not less than 2 feet; and provided further, that within the confines of such pen or dog run, a dog house or proper shelter from the elements shall be provided to protect the dog;

(iii) that when removed from the premises of the owner or the premises of the person keeping the dog, the dog shall be securely and humanely muzzled and restrained with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length;

(iv) that the owner or keeper of the dog provide proof of insurance in an amount not less than \$100,000 insuring the owner or keeper against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts, whether intentional or unintentional, of the dog or proof that reasonable efforts were made to obtain such insurance if a policy has not been issued; provided, however, that if a policy of insurance has been issued, the owner or keeper shall produce such policy upon request of the hearing authority or a justice of the district court; and provided further, that if a policy has not been issued the owner or keeper shall produce proof of efforts to obtain such insurance;

(v) that the owner or keeper of the dog provide to the licensing authority or animal control officer or other entity identified in the order, information by which a dog may be identified, throughout its lifetime including, but not limited to, photographs, videos, veterinary examination, tattooing or microchip implantations or a combination of any such methods of identification;

(vi) that unless an owner or keeper of the dog provides evidence that a veterinarian is of the opinion the dog is unfit for alterations because of a medical condition, the owner or keeper of the dog shall cause the dog to be altered so that the dog shall not be reproductively intact; or

(vii) that the dog be humanely euthanized.

No order shall be issued directing that a dog deemed dangerous shall be removed from the town or city in which the owner of the dog resides. No city or town shall regulate dogs in a manner that is specific to breed.

(d) Within 10 days after an order issued under subsections (a) to (c), inclusive, the owner or keeper of a dog may bring a petition in the district court within the judicial district in which the order relative to the dog was issued or where the dog is owned or kept, addressed to the justice of the court, praying that the order be reviewed by the court or a magistrate of the court. After notice to all parties, the magistrate shall, under section 62C of chapter 221, review the order of the hearing authority, hear the witnesses and affirm the order unless it shall appear that it was made without proper cause or in bad faith, in which case the order shall be reversed. A party shall have the right to request a de novo hearing on the complaint before a justice of the court.

(e)(1) Pending an appeal by an owner or keeper under subsection (d), a hearing authority may file a petition in the district court to request an order of impoundment at a facility the municipality uses to shelter animals for a dog complained of as being a dangerous dog. A municipality shall not incur liability for failure to request impoundment of a dog under this subsection.

(2) A justice of a district court, upon probable cause to believe that a dog is a dangerous dog or that a dog is being kept in violation of this section or in violation of an order issued under this section by a hearing authority or a court, may issue an order: (i) of restraint; (ii) of confinement of the dog as considered necessary for the safety of other animals and the public; provided, however, that if an order of confinement is issued, the person to whom the order is issued shall confine the dog in accordance with clause (ii) of subsection (c); or (iii) of impoundment in a humane place of detention that the municipality uses to shelter animals; or (iv) any other action as the court deems necessary to protect other animals and the public from the dog.

(f) A justice of the district court shall hear, de novo, an appeal filed under subsection (d). Based upon credible evidence and testimony presented at trial, the court shall, whether the dog was initially complained of as a nuisance dog or as a dangerous dog: (i) dismiss the

complaint; (ii) deem the dog a nuisance dog; or (iii) deem the dog a dangerous dog. The decision of the court shall be final and conclusive upon the parties.

(g) If a court affirms an order of euthanasia, the owner or keeper of the dog shall reimburse the city or town for all reasonable costs incurred for the housing and care of such dog during its impoundment and throughout the appeals process, if any. Unpaid costs shall be recovered by the municipality in which the owner or keeper of the dog resides on behalf of the hearing authority by any of the following methods: (i) a lien on any property owned by the owner or keeper of the dog; (ii) an additional, earmarked charge to appear on the vehicle excise of the owner or keeper of the dog; or (iii) a direct bill sent to the owner or keeper of the dog.

All funds recovered by a municipality under this subsection shall be transferred to the organization or entity charged with the responsibility of handling dog complaints and impoundment. If the organization or entity falls under the management or direction of the municipality, costs recovered shall be distributed at the discretion of the municipality.

If the court overturns an order of euthanasia, the city or town shall pay all reasonable costs incurred for the housing and care of the dog during any period of impoundment.

(h) If an owner or keeper of a dog is found in violation of an order issued under this section, the dog shall be subject to seizure and impoundment by a law enforcement or animal control officer. If the keeper of the dog is in violation, all reasonable effort shall be made by the seizing authority to notify the owner of the dog of such seizure. Upon receipt of such notice, the owner may file a petition with the hearing authority, within 7 days, for the return of the dog to the owner. The owner or keeper shall be ordered to immediately surrender to the licensing authority the license and tags in the person's possession, if any, and the owner or keeper shall be prohibited from licensing a dog within the commonwealth for 5 years. A hearing authority that determines that a dog is dangerous or a nuisance or that a dog owner or keeper has violated an order issued under this section shall report such violations to the issuing licensing authority within 30 days.

(i) Orders issued by a hearing authority shall be valid throughout the commonwealth unless overturned under subsection (d) or (f).

Credits

Amended by St.1934, c. 320, § 20; St.1976, c. 530; St.1978, c. 478, § 73; St.1985, c. 455; St.1995, c. 286; St.2012, c. 193, § 32, eff. Oct. 31, 2012.

Editors' Notes

RESEARCH REFERENCES

ALR Library

79 ALR 1060, Dogs as Nuisance.

Treatises and Practice Aids

10A Mass. Prac. Series § 42:13, Dog Bite.

14C Mass. Prac. Series § 17.214, Domestic Animals--Dogs.

17A Mass. Prac. Series § 45.4, Damage by Dogs.

Relevant Notes of Decisions (17)

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Notes of Decisions listed below contain your search terms.

Validity

Term "excessive barking" in dog control statute was not unconstitutionally vague, inasmuch as it gave authorities more than sufficient guidance by which to carry out their responsibility under statute. *Com. v. Ferreri* (1991) 572 N.E.2d 585, 30 Mass.App.Ct. 966. [Animals](#) [3,5](#) (3); [Constitutional Law](#) [3](#) 4311

Dog control statute did not violate dog owner's right to jury trial on issue of need for restraint or removal of dogs due to excessive barking. *Com. v. Ferreri* (1991) 572 N.E.2d 585, 30 Mass.App.Ct. 966. [Jury](#) [19](#) (15)

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WESTLAW

Massachusetts General Laws Annotated

Part I. Administration of the Government (Ch. 1-182)

Title XX. Public Safety and Good Order (Ch. 133-148a)

§ 155. Liability for damage caused by dog; minors; presumption and burden of proof

Massachusetts General Laws Annotated Chapter 140: Licenses, Permits & Alimos Part I. Administration of the Government (Ch. 1-182) (Approx. 2 pages)

M.G.L.A. 140 § 155

§ 155. Liability for damage caused by **dog**; minors; presumption and burden of proof

Currentness

If any **dog** shall do any damage to either the body or property of any person, the owner or keeper, or if the owner or keeper be a minor, the parent or guardian of such minor, shall be liable for such damage, unless such damage shall have been occasioned to the body or property of a person who, at the time such damage was sustained, was committing a trespass or other tort, or was teasing, tormenting or abusing such **dog**. If a minor, on whose behalf an action under this section is brought, is under seven years of age at the time the damage was done, it shall be presumed that such minor was not committing a trespass or other tort, or teasing, tormenting or abusing such **dog**, and the burden of proof thereof shall be upon the defendant in such action.

Credits

Amended by St.1934, c. 320, § 18; St.1968, c. 281.

Editors' Notes

LAW REVIEW AND JOURNAL COMMENTARIES

Liability for attack by mad **dog** known to be vicious. (1921) 34 Harv.L.Rev. 770.
Strict liability; **dog** bite statute. Peter A. Donovan, 15 Ann.Surv.Mass.L. 55 (1968).

RESEARCH REFERENCES

ALR Library

61 ALR 5th 635, Damages for Killing or Injuring Dog.
68 ALR 5th 599, Liability for Injury Inflicted by Horse, Dog, or Other Domestic Animal Exhibited at Show.
64 ALR 4th 963, Who "Harbors" or "Keeps" Dog Under Animal Liability Statute.
4 ALR 4th 349, Liability of Owner of Dog for Dog's Biting Veterinarian or Veterinarian's Employee.
142 ALR 436, Validity, Construction, and Effect of Statute Eliminating Scienter as Condition of Liability for Injury by Dog or Other Animal.
107 ALR 1323, Owner or Keeper of Trespassing Dog as Subject to Injunction or Damages.

Encyclopedias

85 Am. Jur. Proof of Facts 3d 1, Proof of Landlord's Liability for Injury Inflicted by Tenant's Dog.
33 Am. Jur. Trials 195, Pit Bull Dog Attack Litigation.
Am. Jur. 2d Animals § 78, Liability Imposed by Statute.

Treatises and Practice Aids

10A Mass. Prac. Series § 42:13, Dog Bite.
14C Mass. Prac. Series § 17.214, Domestic Animals--Dogs.
17A Mass. Prac. Series § 45.4, Damage by Dogs.
17B Mass. Prac. Series § 59.159, Dog Bite--Child Under Seven.

NOTES OF DECISIONS (70)

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Notes of Decisions listed below contain your search terms.

Purpose

Purpose of **statute** governing liability for damage caused by a **dog** is to protect all persons, whatever may be their age or condition, who, through no fault of their own, are exposed to attacks from **dogs**, and to induce their owners and keepers to hold them under proper restraint and control. *Irwin v. Degtiarov* (2014) 8 N.E.3d 296, 85 Mass.App.Ct. 234. Animals [c= 66.5\(1\)](#)

Nature and scope of liability

The strict liability **dog bite statute** is indifferent to any question of negligence on the part of the owner. *Audette v. Com.* (2005) 829 N.E.2d 248, 63 Mass.App.Ct. 727, on remand 2005 WL 4721379. Animals [c= 66.5\(1\)](#)

In Massachusetts, by **statute**, owners and keepers of **dogs** are strictly liable for any harm done by their animal. *Audette v. Com.* (2005) 829 N.E.2d 248, 63 Mass.App.Ct. 727, on remand 2005 WL 4721379. Animals [c= 66.5\(1\)](#)

Principles of sovereign immunity precluded imposition of strict liability in police officer's action against Commonwealth, in which officer sought damages for personal injuries sustained when he was bitten by a police-trained **dog** in the care of a state trooper. *Audette v. Com.* (2005) 829 N.E.2d 248, 63 Mass.App.Ct. 727, on remand 2005 WL 4721379. States [c= 112.2\(2\)](#)

Whether sister of **dog's** owner, who was staying in owner's home as an overnight guest, was acting as a "keeper" of **dog** when she sought to let **dog** outside in the morning while residents of home were at work, and thus could not recover from owner under **statute** imposing strict liability for damage caused by a **dog**, was issue for jury in action brought by sister, who sustained injuries after **dog** pulled her to the ground while she was holding **dog** by its collar. *Salisbury v. Ferioli* (2000) 730 N.E.2d 373, 49 Mass.App.Ct. 485, review denied 432 Mass. 1106. Animals [c= 74\(8\)](#)

Whether actions of **dog** proximately caused injuries sustained by sister of **dog's** owner, who was overnight guest in owner's home, when **dog** pulled sister to the ground as sister was holding on to **dog's** collar while taking **dog** outside, was issue for jury in action brought by sister against owner under **statute** imposing strict liability for damage caused by a **dog**. *Salisbury v. Ferioli* (2000) 730 N.E.2d 373, 49 Mass.App.Ct. 485, review denied 432 Mass. 1106. Animals [c= 74\(8\)](#)

Fact that claimant had only brief connection with the **dog** weighs against a finding that claimant was a "keeper" of **dog**, and thus barred from recovery against owner under **statute** imposing strict liability for damage caused by a **dog**. *Salisbury v. Ferioli* (2000) 730 N.E.2d 373, 49 Mass.App.Ct. 485, review denied 432 Mass. 1106. Animals [c= 66.5\(3\)](#)

Evidence that **dog** had barked at man approaching **dog** owner's trailer to bring cylinder of propane gas, that man complained to his boss, that boss called **dog** owner's mother, who had once lived at trailer, that mother called **dog** owner, and that **dog** owner responded by tying **dog** down near barn on property, rather than near porch of trailer, and thus at longer distance from person entering premises, was insufficient to charge mother or father of **dog** owner, as landowners, with breach of duty of care so as to render them liable for injuries sustained by person bitten on nose by **dog**. *Brown v. Bolduc* (1990) 556 N.E.2d 1051, 29 Mass.App.Ct. 909. Animals [c= 74\(5\)](#)

Under this section, owner or keeper is liable for injuries resulting from act of **dog** without proof that owner or keeper was negligent or otherwise at fault, or knew, or had reason to know that **dog** had any extraordinary, dangerous propensity, and even without proof that **dog** in fact had any such propensity. *Rossi v. DelDuca* (1962) 181 N.E.2d 591, 344 Mass. 66. Animals [c= 66.5\(1\)](#); Animals [c= 66.5\(2\)](#)

R.S.1836, c. 58, § 13, giving a remedy to "any person injured" by a **dog** against its owner or keeper, included injuries to other animals. *Brewer v. Crosby* (1858) 77 Mass. 29, 11 Gray 29.

Owner of **dog** attacked and injured by another **dog** was entitled to recover the resulting veterinary costs from other **dog's** owner, pursuant to **statute** providing that owners and

keepers of dogs are strictly liable for any harm done by their animal; household pets, and dogs in particular, belonged to a unique category of "special purpose personal property," such that limiting damages to market value of dog or measuring damages by diminution in dog's market value would not be a fair and reasonable measure of owner's loss, awarding owner the reasonable amount paid in veterinary costs was well within trial court's proper exercise of discretion and wholly consistent with goal of returning owner to position he was in prior to the wrongful conduct, veterinary costs were not consequential damages, and even if they were, they were recoverable under the statute. *Irwin v. Deresh* (App. Div. 2012) 2012 Mass.App.Div. 142, 2012 WL 2702960, Unreported, affirmed 8 N.E.3d 296, 85 Mass.App.Ct. 234. Animals \simeq 1.5(4); Animals \simeq 81

Owner or keeper

The owner or keeper of a dog is liable under the Dog-Bite statute for injury resulting from an act of the dog without proof that its owners or keeper was negligent or otherwise at fault, or knew, or had reason to know, that the dog had any extraordinary, dangerous propensity, and even without proof that the dog in fact had any such propensity. *Nutt v. Florio* (2009) 914 N.E.2d 963, 75 Mass.App.Ct. 482, review denied 918 N.E.2d 91, 455 Mass. 1106. Animals \simeq 66.5(1); Animals \simeq 66.5(2)

As a general rule, barring special situations, status of "keeper" of dog, for purposes of statute imposing strict liability for damage caused by a dog, involves harboring with an assumption of custody, management, and control of the dog. *Salisbury v. Ferioli* (2000) 730 N.E.2d 373, 49 Mass.App.Ct. 485, review denied 432 Mass. 1106. Animals \simeq 66.5(3); Animals \simeq 66.5(7)

Veterinary technician who was bitten by a dog in her care, on whom she was attempting to place a muzzle before dog was spayed, was a "keeper" of dog, for purposes of statute imposing strict liability for damage caused by a dog, and thus could not recover under statute against owners of dog; owners surrendered all custody of dog for veterinary care, and custody was accepted knowingly and for material benefit, and was an intimate one with an understood, determined objective. *Salisbury v. Ferioli* (2000) 730 N.E.2d 373, 49 Mass.App.Ct. 485, review denied 432 Mass. 1106. Animals \simeq 66.5(3)

"Keepership" under this section means at least harboring with assumption of custody, management and control of dog. *Brown v. Bolduc* (1990) 556 N.E.2d 1051, 29 Mass.App.Ct. 909.

Fact that parents owned trailer and related ground where daughter, who owned dog, lived, that daughter lived in trailer rent free, that parents kept two horses and pony temporarily at barn on property, and that mother visited twice a day to feed and groom horses and occasionally filled dog's water pail, did not render parents "keepers" of dog for purposes of this section. *Brown v. Bolduc* (1990) 556 N.E.2d 1051, 29 Mass.App.Ct. 909. Animals \simeq 66.5(7)

Mere presence of dog causing injury on defendants' premises or acquiescence in its presence did not show ownership or keeping, making defendants liable. *Mallett v. Mininno* (1929) 165 N.E. 15, 266 Mass. 86. Animals \simeq 66.5(7)

Agricultural society could not be charged as keeper of dog on exhibit, which remained in owner's possession and physical control. *Cruikshank v. Brockton Agr. Soc.* (1927) 157 N.E. 357, 260 Mass. 283. Animals \simeq 66.5(7)

One who harbored a dog temporarily was not liable as its keeper to one injured thereby. *O'Donnell v. Pollock* (1898) 49 N.E. 745, 170 Mass. 441. Animals \simeq 66.5(7)

The fact that a dog, owned by and licensed in the name of the superintendent of a poor farm of a city, was kept at the farm, with the knowledge of one of the overseers of the poor of the city, and, without objection by him, was fed with food furnished by the city for use at the farm, and, during a portion of the time, was allowed the run of the farm, did not, as matter of law, show that the city was a keeper of the dog within G.S.1860, c. 88, § 59. *Collingill v. City of Haverhill* (1880) 128 Mass. 218.

The mere ownership of the premises upon which a dog is kept does not alone render the property owner liable as a keeper of the dog even where the dog continues upon the premises with the knowledge, acquiescence or even permission of the property owner. *Sullivan v. Morse* (App. Div. 1985) 1985 Mass.App.Div. 185.

Genuine question of material fact as to whether defendants in second action to recover for dog bite injuries, together with defendants in first such action filed by plaintiff, in which action plaintiff prevailed, were all owners and keepers of dog, so as to be liable for plaintiff's injuries, precluded summary judgment in favor of defendants in second action. *Labier v. Robinson* (App. Div. 2012) 2012 Mass.App.Div. 200, 2012 WL 5830703, Unreported. Judgment \approx 181(33)

Evidence established that defendant was keeper of dog, as element for liability under dog-bite statute; dog, which had been purchased by defendant's girlfriend, had lived with defendant and girlfriend for ten years, defendant sometimes walked the dog and fed it, he was alone with it on many occasions, and when defendant was asked why he put a sign on his door warning people of the dog's presence in his home, he responded, "Why, because I have a dog." *Reed v. Phillips* (App. Div. 2003) 2003 Mass.App.Div. 157, 2003 WL 22244974, Unreported. Animals \approx 66.5(7)

Duty of care--Owner or keeper

The owner or keeper of a dog is liable for injury resulting from an act of the dog without proof that its owner or keeper was negligent or otherwise at fault, or knew, or had reason to know, that the dog had any extraordinary, dangerous propensity, and even without proof that the dog in fact had any such propensity. *Audette v. Com.* (2005) 829 N.E.2d 248, 63 Mass.App.Ct. 727, on remand 2005 WL 4721379. Animals \approx 66.5(1); Animals \approx 66.5(2)

--- Injured person, duty of care

There could be no recovery by a person bitten by a dog, where he failed to exercise due care, or was bitten as the result of his own negligence or misconduct. *Ryan v. Marren* (1914) 104 N.E. 353, 216 Mass. 556. Animals \approx 66.5(4)

In action for damages for bite of dog, evidence that plaintiff, junk dealer, entered defendant's premises, and while taking up a rope on the grass, the dog bit him, and that there was a sign on the barn, "Beware of the Dog," supported verdict that plaintiff was not in exercise of due care. *Spellman v. Dyer* (1904) 71 N.E. 295, 186 Mass. 176. Animals \approx 66.5(4)

Where plaintiff, a junk dealer, was bitten by defendant's dog while picking up a rope on defendant's premises, an instruction that if plaintiff did not take the rope with intent to steal it, and did not do anything but what an ordinary junk dealer would properly do, the jury could find that he was exercising due care, while, if he was not acting as an ordinary junk dealer, and he took the rope intending to steal it, they might find he was not exercising due care, was sufficiently favorable to plaintiff. *Spellman v. Dyer* (1904) 71 N.E. 295, 186 Mass. 176. Animals \approx 74(7)

That plaintiff put his hand on neck of a dog in his custody, to fetch him along and prevent a fight with defendant's dog, lying under a wagon, four or five feet away, did not, as matter of law, show failure on plaintiff's part to exercise due care, which would prevent his recovering for a bite inflicted by defendant's dog, which immediately thereafter sprang on plaintiff's dog, and struck plaintiff's finger. *Matteson v. Strong* (1893) 34 N.E. 1077, 159 Mass. 497. Animals \approx 66.5(4)

--- Children, duty of care

Where a boy 13 years old was bitten by a dog which he had incited to bite by striking with a stick, it was proper to instruct the jury that the boy was nevertheless entitled to recover if he exercised as much care as is generally exercised by boys of ordinary intelligence of his age. *Plumley v. Birge* (1878) 124 Mass. 57, 26 Am.Rep. 645; *Munn v. Reed* (1862) 86 Mass. 431, 4 Allen, 431.

The owner of a dog which has inflicted an injury on a child could not exempt himself from the liability because it appeared that a child did not act with the discretion and judgment of a person of mature years; but he was liable, if the child was bitten while using such care as is usual with children of its age, and there was no want of ordinary care in the person having the care of the child. *Munn v. Reed* (1862) 86 Mass. 431, 4 Allen, 431.

--- Parents, duty of care

If, in an action to recover for an injury inflicted upon plaintiff, a child by a dog, the case was submitted to the jury under instructions requiring them to find that neither the fault of the child nor of the mother, who had the care of the child, contributed to the injury, a verdict for the plaintiff would not be set aside because the judge refused to instruct the jury, at the

request of the defendant, that it was prima facie evidence of want of care for a mother to allow her child to play with a strange dog. *Munn v. Reed* (1862) 86 Mass. 431, 4 Allen, 431.

The owner of a dog which has inflicted an injury on a child was not entitled to an instruction that it was evidence of want of care for the mother to allow her child to play with strange dogs. *Munn v. Reed* (1862) 86 Mass. 431, 4 Allen, 431.

Knowledge of vicious propensities

Owner of dog was not liable for damages from vicious and mischievous acts of the animal because he lacked knowledge of the dog's mischievous and vicious propensities. *Dix v. Somerset Coal Co.* (1914) 104 N.E. 433, 217 Mass. 146. Animals c. 66.5(2)

Under R.S.1836, c. 58, § 13, it was not necessary, in order to recover damages for the bite of a dog, to prove that the owner knew of the vicious character of his dog, or that the dog was accustomed to bite. *Pressey v. Wirth* (1861) 85 Mass. 191, 3 Allen 191.

Common law application

Statute governing liability for damage caused by a dog is an expansion of the common law in that it eliminates the need to prove that the owner knew of the dangerous character and habits of his dog or that the dog was in fact accustomed to bite. *Irwin v. Degtiarov* (2014) 8 N.E.3d 296, 85 Mass.App.Ct. 234. Animals c. 66.5(2)

This section and § 151 of this chapter, respecting liability of owner or keeper of dog for injuries, do not affect principles of common law applicable to dogs in cases outside sections. *Andrews v. Jordan Marsh Co.* (1933) 186 N.E. 71, 283 Mass. 158. Animals c. 66.5(1)

Trespass

As used in this section imposing liability for bodily injury done by a dog, unless person injured was committing a "trespass" or mistreating dog at the time, quoted word is to be viewed in context of entire provision. *Koller v. Duggan* (1963) 191 N.E.2d 475, 346 Mass. 270. Animals c. 66.5(1)

This section imposing liability for bodily injury done by a dog, unless person injured was committing a "trespass" or teasing, tormenting or abusing dog at the time, recognizes right of possessor of land to keep a dog for protection against trespassers and does not use quoted word as referring to trespass to a dog. *Koller v. Duggan* (1963) 191 N.E.2d 475, 346 Mass. 270. Animals c. 66.5(1)

Act of patron in "patting" dog owned by beauty salon operator and her husband did not constitute such a technical "trespass" as would preclude recovery under this section for injuries sustained as a result of being bitten by defendants' dog. *Koller v. Duggan* (1963) 191 N.E.2d 475, 346 Mass. 270. Animals c. 66.5(1)

Jury could find that child who ran from one dog onto land owned by defendant's father and was injured by defendant's dogs, was not a trespasser at time of injury. *Rossi v. DelDuca* (1962) 181 N.E.2d 591, 344 Mass. 66. Animals c. 74(8)

One bitten by dog of owner of house while going by back way to back door to visit servants was not a trespasser, so as to prevent recovery under P.S. 1882, c. 102, § 93. *Riley v. Harris* (1900) 58 N.E. 584, 177 Mass. 163. Animals c. 66.5(3)

Teasing, tormenting, or abusing

Testimony of eight and one-half year old girl that all she did was to offer bones to dog, whereupon he growled and bit her, was sufficient for the jury to infer that she was not teasing dog. *Malchanoff v. Truehart* (1968) 236 N.E.2d 89, 354 Mass. 118. Animals c. 74 (5)

Instruction to jury to consider age of young girl, who was bitten by dog and injured, was proper, because age may have been relevant in determining whether or not girl was capable of teasing, tormenting or abusing dog. *Malchanoff v. Truehart* (1968) 236 N.E.2d 89, 354 Mass. 118. Animals c. 74(7)

Under this section, making owner liable for damage inflicted by dog unless inflicted on person committing tort or teasing, tormenting or abusing dog, plaintiff must allege and prove that he was not teasing, tormenting or abusing dog, notwithstanding c. 231, § 85, making

contributory negligence an affirmative defense to be pleaded and proved by defendant. Sullivan v. Ward (1939) 24 N.E.2d 672, 304 Mass. 614. Animals \supset 74(2)

Trial judge did not err in finding that plaintiff's striking of dog while terminating a dog fight did not amount to abusing the dog for purposes of recovering under M.G.L.A. c. 140, § 155, the so-called dog bite statute. Burgoyne v. Owen (App. Div. 1991) 1991 Mass.App.Div. 192. Animals \supset 66.5(5)

Physical injuries

Plaintiff, to recover from defendant for injuries sustained in fall on sidewalk allegedly caused by defendant's dog, was required to show that his injuries were caused by a dog that was owned or kept by defendant, and that at time of injury plaintiff's own wrongful act did not contribute to his injuries. Curran v. Burkhardt (1941) 38 N.E.2d 622, 310 Mass. 466. Animals \supset 74(3)

Under P.S.1882, c. 102, § 93, rendering owner of dog "liable to any person injured by it," it was immaterial whether injury was by biting or jumping on plaintiff, or whether in play or with vicious intent. Hathaway v. Tinkham (1888) 19 N.E. 18, 148 Mass. 85. Animals \supset 66.5(1)

Mental injuries

Although the owner's affection for the animal may be considered in assessing the reasonableness of the decision to treat the animal, the owner cannot recover for his or her own hurt feelings, emotions, or pain in an action under the statute governing liability for damage caused by a dog. Irwin v. Degtiarov (2014) 8 N.E.3d 296, 85 Mass.App.Ct. 234. Damages \supset 57.38

In an action for damages from a dog bite, a question asked plaintiff's attending physician as to what he observed about the effect of the bite on plaintiff's mind, referring to fear of hydrophobia, and the answer that he was mentally depressed, were admissible. Burns v. Brier (1910) 90 N.E. 399, 204 Mass. 195. Evidence \supset 510

In an action to recover damages by a child 5 years old for the bite of a dog, it could be shown, on the question of a shock to his nervous system, that since the injury he has shown signs of fright and excitement at the sight of any dog. Roswell v. Leslie (1882) 133 Mass. 589.

Property damage

In an action for injury done by defendant's dog to plaintiff's automobile, evidence warranted a finding that the dog was the sole, direct, and proximate cause of the injury, causing the automobile to skid when his body struck one of the front wheels after he had snapped at one of the tires. Williams v. Brennan (1912) 99 N.E. 516, 213 Mass. 28.

Veterinary costs

Evidence supported trial court's finding that veterinary costs, which amounted to over \$8,000 and which were incurred by owner of injured dog following second dog's attack, were reasonable and thus supported award of damages in amount of veterinary costs in action under statute governing liability for damage caused by a dog, though market value of injured dog was less than veterinary costs; evidence indicated that attack left dog in profound hypovolemic shock with wounds to head, neck, abdomen, and chest, surgery was performed within one hour of dog's arrival at emergency veterinary facility, and facility's pricing was competitive with that of similar facilities in region and was based on pricing guidelines of national association. Irwin v. Degtiarov (2014) 8 N.E.3d 296, 85 Mass.App.Ct. 234. Damages \supset 139

Among the factors to be considered in determining, pursuant to statute governing liability for damage caused by a dog, whether particular veterinary costs are reasonable and whether it is reasonable to incur them, are the type of animal involved, the severity of its injuries, the purchase or replacement price or both of the animal, its age and special traits or skills, its income-earning potential, whether it was maintained as part of the owner's household, the likelihood of success of the medical procedures employed, and whether the medical procedures involved are typical and customary to treat the injuries at issue. Irwin v. Degtiarov (2014) 8 N.E.3d 296, 85 Mass.App.Ct. 234. Damages \supset 44

Under statute governing liability for damage caused by a dog, whether particular veterinary costs are reasonable, and whether it is reasonable to incur them, will depend on the facts of each case. *Irwin v. Degtiarov* (2014) 8 N.E.3d 296, 85 Mass.App.Ct. 234. Damages \approx 44

Consequential damages

Reasonable veterinary costs that are reasonably incurred can be recovered under the statute governing liability for damage caused by a dog, even if they exceed the market value or replacement cost of an animal injured by a dog. *Irwin v. Degtiarov* (2014) 8 N.E.3d 296, 85 Mass.App.Ct. 234. Damages \approx 44

Parent of child injured by dog was entitled to recover consequential damages under this section. *Rossi v. DeDuca* (1982) 181 N.E.2d 591, 344 Mass. 66. Animals \approx 74(6)

Joint liability

P.S.1882, c. 102, § 93, providing that every owner "or" keeper of dog should be liable to one injured thereby, did not create joint or several liability; and one suing owner, but failing to collect his judgment on account of owner's insolvency, could not afterwards sue the keeper. *Galvin v. Parker* (1891) 28 N.E. 244, 154 Mass. 346. Animals \approx 66.5(7)

Where dogs owned by different persons killed sheep together, the owners were not liable jointly for the injury, but each separately for the act of his own dog. *Buddington v. Shearer* (1838) 37 Mass. 477, 20 Pick. 477.

Burden of proof

Under strict liability dog bite statute, a plaintiff bears the burden of showing that he was not committing a trespass or other tort, and was not teasing, tormenting or abusing the dog. *Audette v. Com.* (2005) 829 N.E.2d 248, 63 Mass.App.Ct. 727, on remand 2005 WL 4721379. Animals \approx 66.5(3); Animals \approx 66.5(5); Animals \approx 74(3)

Under this section, plaintiff had burden of establishing that she was not teasing, tormenting or abusing dog *Malchanoff v. Truehart* (1968) 236 N.E.2d 89, 354 Mass. 118. Animals \approx 74(3)

Party suing under this section had burden of demonstrating that she was not committing a trespass or other tort and was not teasing, tormenting or abusing the dog. *Koller v. Duggan* (1963) 191 N.E.2d 475, 346 Mass. 270. Animals \approx 74(3)

In action under this section, making owner liable for damage inflicted by dog unless inflicted on party committing tort or teasing, tormenting or abusing dog, instruction placing burden on defendant to establish that plaintiff was injured as result of his teasing, tormenting or abusing dog was erroneous and harmful. *Sullivan v. Ward* (1939) 24 N.E.2d 672, 304 Mass. 614. Animals \approx 74(7); Appeal And Error \approx 1064.1(9)

In action under P.S.1882, c. 102, § 93, where it appeared that plaintiff interfered to separate two dogs that were fighting, and was bitten, burden was on plaintiff to show that he exercised due care. *Raymond v. Hodgson* (1894) 36 N.E. 791, 161 Mass. 184. Animals \approx 74(3)

M.G.L.A. 140 § 155, MA ST 140 § 155

Current through Chapter 50 of the 2016 2nd Annual Session

End of Document

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Exhibit 1

Proposed Footpath Access Easement

MDSX. SO. DIST. DEEDS

DOCUMENT 1164135

DATE 3-1-01

TIME 01:54

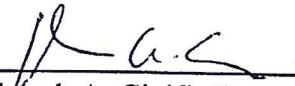
EASEMENT

I, Deborah A. Ciolfi, being the sole Trustee of the Sudbury Plaza Trust under Declaration of Trust dated January 10, 1991, and filed and registered with the Middlesex South Registry District of Land Court as Document No. 836879, as amended of record ("Grantor"), for one dollar and other valuable consideration the receipt of which is hereby acknowledged, grant to Sudbury Green, LLC, a Massachusetts limited liability company, having an address of 46 Glen Avenue, Newton, MA 02459, its successors and assigns ("Grantee"), and members of the public, the perpetual, non-exclusive right and easement to use in common with Grantor and others from time to time entitled to use same, that portion of land owned by the Grantor in Sudbury, Middlesex County, Massachusetts, lying in the southwest corner of 505-525 Boston Post Road and within the area labeled "Proposed Footpath Access Easement" on plan entitled "Proposed Footpath Easement Sketch" by Welch Associates Land Surveyors, Inc., dated February 9, 2001, to be recorded herewith, for pedestrian access and egress to and from Grantor's land. Said Footpath Easement shall not exceed fifteen (20) feet in width. Such access and egress shall be considered recreational so as to come within the purview of Massachusetts General Laws Chapter 21, Section 17C. The land to which the foregoing right and easement is appurtenant is the land owned of record by Grantor in said Sudbury, as described by deed Middlesex South Registry of Deeds Land Court as Certificate of Title 189536, Book 1077, Page 186.

Grantor, at its discretion, may relocate said easement on said Grantor's land as long as the connection to the footpath on Grantee's land remains the same or is at a mutually agreeable new location.

The easement hereby granted is conveyed subject to the right hereby expressly reserved Grantor to continue to enjoy the use of its land for all purpose not adverse to the rights herein granted to Grantee.

Executed as a sealed instrument this 27 day of February, 2001.



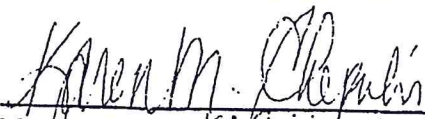
Deborah A. Ciolfi, Trustee
Sudbury Plaza Trust,
and not individually

THE COMMONWEALTH OF MASSACHUSETTS

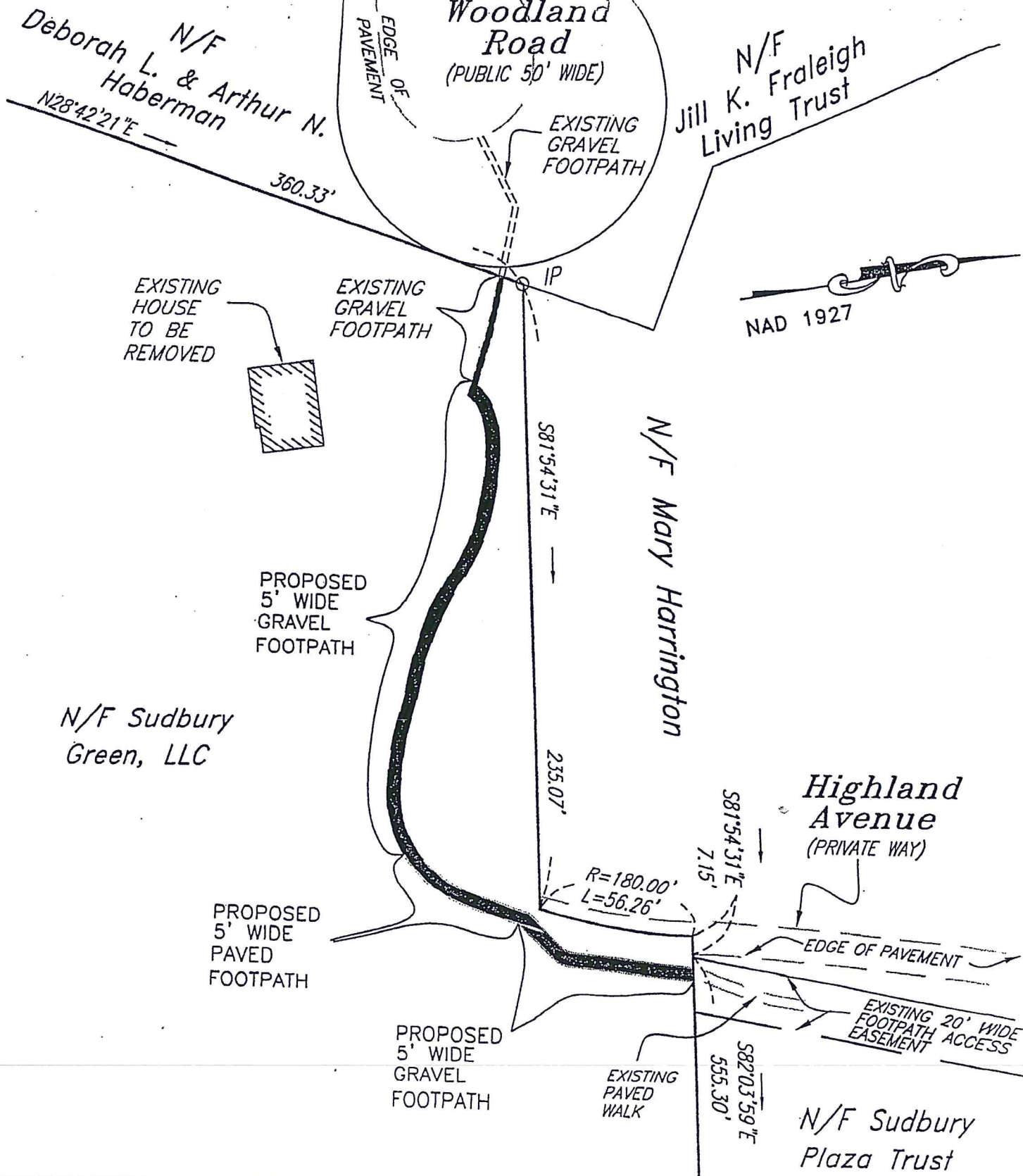
Middlesex, ss.

February 27, 2001

Then personally appeared the above-named Deborah A. Ciolfi, Trustee as aforesaid, and acknowledged the foregoing instrument to be her free act and deed, before me.



Notary Public: KAREN M. CHEPULIS
My Commission Expires: 10/15/07



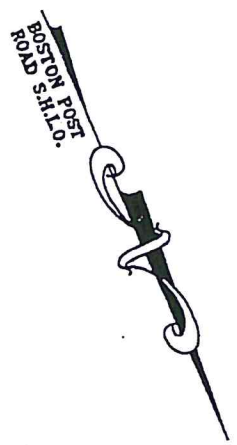
Proposed Footpath Access Easement
 Sketch Plan In Sudbury, Massachusetts
 Prepared For: Sudbury Green, LLC

**SCHOFIELD BROTHERS
 OF NEW ENGLAND, INC.**
 ENGINEERING SURVEYING PLANNING
 1071 WORCESTER ROAD
 FRAMINGHAM, MASS. 01701
 DATE: June 6, 2001 SCALE: 1"=50'
 TEL. # (508) 879-0030 FAX # (508) 879-1797
 COPYRIGHT 2000, BY SCHOFIELD BROTHERS OF NEW ENGLAND, INC.

L07/004

N/F
SUDBURY GREEN, LCC
BK. 31408 PG. 469

554.55' N69°45'02"W



STAR MARKET
1 STORY BRICK

K07/005

PROPOSED
FOOTPATH
ACCESS EASEMENT
AREA=4,816 SQ. FT.±

PARCEL DATA
CURRENT OWNER: DEBORAH CIOLFI, TRUSTEE OF SUDBURY PLAZA TRUST
DEED REFERENCE: Book 20984 Page 0556 LC CERT. #189536
PLAN REFERENCE: BK.9431 PG. 505 LCC 38273A BK. 10434 PG. 259
AREA: 15 ACRES ±

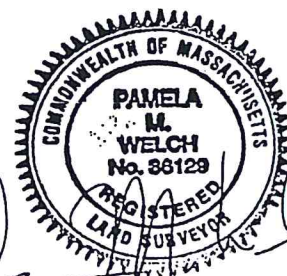
S57°33'00"E
20.00'

ASSESSOR'S MAP NUMBER
(TYPICAL)

K07/004

ASSESSOR'S LOT NUMBER
(TYPICAL)

N/F
HENRY W. HARRINGTON, JR.
AND MARY HARRINGTON
BK. 30401 PG. 469



[Handwritten signature]

275.00'

S32°27'00"W
238.62'

242.94'

517.94'

N32°27'00"E

S64°41'20"E 307.70'

BOSTON POST ROAD

Δ = 00°50'32"
R = 1997.55'
L = 29.36'



SCALE: 1"=80'

©2001 WELCH ASSOCIATES LAND SURVEYORS, INC.

WELCH ASSOCIATES
LAND SURVEYORS, Inc.
353 West Center Street
West Bridgewater, MA 02379
(508) 580-4696 FAX. (508) 580-4962

EXHIBIT "A"
PROPOSED FOOTPATH EASEMENT SKETCH
BOSTON POST ROAD
SUDBURY, MASSACHUSETTS
(MIDDLESEX COUNTY)

DB-3
1

FOOTPATH ACCESS EASEMENT

Sudbury Green, LLC, a Massachusetts limited liability company, having an address of 46 Glen Avenue, Newton, Middlesex County, MA 02459 ("Grantor"), for nominal consideration paid, grants to the Town of Sudbury, a Massachusetts municipal corporation having an address of Town Hall, Sudbury, Middlesex County, MA 01776, by its Board of Selectmen ("Grantee"), a perpetual, non-exclusive right and easement to use in common with Grantor, members of the public, and others from time to time entitled to use same, that portion of land owned by the Grantor in Sudbury, Middlesex County, Massachusetts, shaded and labeled "Existing Gravel Footpath," "Proposed 5' Wide Gravel Footpath," "Proposed 5' Wide Paved Footpath," and "Proposed 5' Wide Gravel Footpath" on the attached sketch plan entitled "Proposed Footpath Access Easement Sketch Plan in Sudbury, Massachusetts," Prepared for: Sudbury Green, LLC," Scale: 1"=50', Date: June 6, 2001 by Schofield Brothers of New England, Inc., 1071 Worcester Road, Framingham, Mass. 01701, to be recorded herewith, for pedestrian access and egress over Grantor's land between land now or formerly of Sudbury Plaza Trust and Woodland Road, a public way, all as shown on said plan.

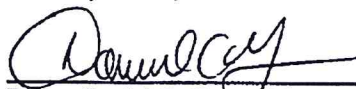
Nobscot Rd Sudbury

The easement hereby granted is conveyed subject to the right hereby expressly reserved by Grantor to continue to enjoy the use of its land for all purposes not adverse to the rights herein granted to Grantee. Such access and egress shall be considered recreational so as to come within the purview of Massachusetts General Laws Chapter 21, Section 17C.

For Grantor's title, see deeds recorded with said Deeds at Book 31408, Pages 469 and 471.

Executed as a sealed instrument this 25 day of June, 2001.

Sudbury Green, LLC



By: Daniel C. Green, Manager

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 25, 2001

Then personally appeared the above-named Daniel C. Green, Manager as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Sudbury Green, LLC, before me.

Denise M. Marini

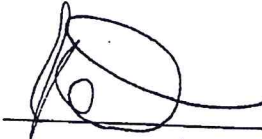
Notary Public


My commission expires: 4/30/06

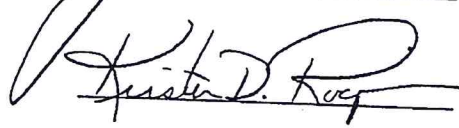
MSD 07/31/01 10:42:45 455 60.00

ACCEPTANCE

ACCEPTED on behalf of the TOWN OF SUDBURY by its BOARD OF SELECTMEN, under authority of Section 3 of Article XII of the Sudbury Bylaws, and every other authority, this 25th day of June, 2001.

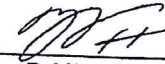






Middlesex, ss. **THE COMMONWEALTH OF MASSACHUSETTS** 6/25, 2001

Then personally appeared the above-named John C. Probstki, Lawrence W. O'Brien and Kirsten D. Koopman, members of the **Board of Selectmen of the Town of Sudbury**, Massachusetts, and acknowledged the foregoing instrument to be their free act and deed and their free act and deed as Selectmen of the Town of Sudbury, Massachusetts, before me.



Notary Public Myra J. Fox
My commission expires: 6/25/04

Exhibit 2

SUDBURY, ANIMAL CONTROL LOGS - JANUARY 2014

* —TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
1/20/14	14:07 VM	Fred Pryor	Spring House Pond Condo	[REDACTED]

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
1/Springer Spaniel Mix, male/n, "Willie" and 1/Shepherd Mix, F/S, "Sophie"				

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Beverly Whitcomb	53 Highland Ave	[REDACTED]

COMMENTS: RP is head of trustees for above condo property wanted to report that dog from "Highland Ave" could be 53 or 55 not sure, yellow house, came out and attempted to bite a resident who was walking on right of way into back of Shaws. Jennifer called back RP, resident involved is Mr. Sheldon Lesser, confirmed no bite but dog actually tore Mr. Lessor's pants. After Jennifer investigated call with RP it was determined that dogs involved are the Whitcomb dogs, Jennifer spoke with dog owner who is indicating there is an issue with residents from Condo's utilizing path which is actually her property. Informed RP /Pryor that residents need to stay on right away and not to go onto Ms Whitcomb's property in the future.

SUDBURY ANIMAL LOGS - JULY 2014



—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
7/22/14	08:55 FAX PD	Gisele Borghani	57 Highland Ave	[REDACTED]

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
K9				

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Beverly Whitcomb	53 Highland Ave	978-261-5132

COMMENTS: Station received complaint letter relative to incident which occurred on 7/21/14; Jennifer made contact with dog owner, warning issued dog/s cannot be allowed off her property loose at any time. Jennifer informed Borghani any future problems to contact office; fines will be issued against dog owner in future.

Sudbury Police Department

75 Hudson Rd
Sudbury, MA 01776
(978) 443-1042

Incident Report



Incident Number: 2014000008750

File No: N/A

Dispatch Incident Number: 2014000009282

Print Date: May 16, 2016

Printed By: NixS

Incident Information											
Occurred On/From	Day of Week	Date	Time	Occurred To	Day of Week	Date	Time	Reported On	Date	Time	
	Mon	07/21/2014	1:00:56PM		Mon	07/21/2014	1:00:56PM	→	7/21/2014	1:00:56PM	
Reported As Animal Calls			Incident Type - Primary Animal Calls				Arresting Officer				
Incident Address 57 HIGHLAND AV, SUDBURY, MA 01776							Reporting Officer Patrolman Michael Lucas (21ML)				
Sector West		Stat. Area Downtown Rte 20		Sub Stat. Area		Census Tract		Landmark			
Business Name N/A			Incident Types - Other					Action Taken Report			
Related Incident Summary											
Incident No.		Date		Nature				Notes			
No Related Incidents reported for Incident #: 2014000008750											
Associated Persons Summary											
Type	Name (Last, First, MI)			Date of Birth	Sex	Home Phone #	Cell Phone #	Work Phone #			
Complainant	BORGHANI, GISELE F			██████████	F	██████████	██████████	N/A			
Address: 57 HIGHLAND AV, SUDBURY, MA 01776											
Offender	WHITCOMB, BEVERLY D			██████████	F	██████████	N/A	N/A			
Address: 53 HIGHLAND AV, SUDBURY, MA 01776											
Associated Businesses Summary											
Type	Name					Primary Phone #	Secondary Phone #				
No Associated Businesses reported for Incident #: 2014000008750											
Involved Officers											
Officer Title	Officer Name			Officer Type			Division				
Patrolman	Michael A Lucas			Reporting Officer			Patrol Division				
Patrolman	Michael A Lucas			Responding Officer			Patrol Division				
Sergeant	James G Espinosa			Responding Officer			Patrol Division				
IBR/UCR Offenses											
Offense Number	IBR Type	Chapter	Section	Statute ID / IBR Type Description							
No Incident Offenses Recorded for Incident #: 2014000008750											
Complaint Charges											
Seq #	Chapter	Section	Name (Last, First, MI)			Description of Offense					
No Complaint Offenses Recorded for Incident #: 2014000008750											
Vehicle Info											
Reg P. ate - State (Year)	Vehicle Year, Make, Model			VIN	Primary Color	Second Color	Insurance Co.				
No Vehicle Info Recorded for Incident #: 2014000008750											
Property											
No Property Info reported for Incident #: 2014000008750											
Citations											
Citation No	Code	Date	Status	Statute	Description						
No Citations reported for Incident #: 2014000008750											

Sudbury Police Department
75 Hudson Rd
Sudbury, MA 01776
(978) 443-1042
Incident Report



Incident Number: 201400008750
File No: N/A
Dispatch Incident Number: 201400009282
Print Date: May 16, 2016
Printed By: NixS

Permits					
Permit No	Type	Issue Date	Expire Date	Status	Issued To/Notes
No Permits recorded for Incident #: 201400008750					

Narratives for Incident Number 201400008750 ? Yes

Other Narratives not authorized for print? None

Narratives this user authorized to print:

Narrative by: Patrolman Michael Lucas (21ML) Division: Patrol Division

<u>Date & Time</u>	<u>Narrative Description</u>	<u>Entered by</u>	<u>Status</u>	<u>Reviewed by</u>	<u>Last Edit Date</u>
07/21/2014 13:38	Animal Calls	Patrolman Michael Lucas (21ML)	Open		07/21/2014

On 07-21-14 at 13:00 hrs, Sgt. Espinosa and I (Ofc.) Lucas was sent to 57 Highland Ave. for a reported dog bite. I was met by Gisele F. Borshani dob [REDACTED] who claimed she was bitten by the neighbors dog at 53 Highland Ave. (Witcomb). Borshani was very upset and crying. Borshani stated the dog bit her on the back of her upper right leg while she stood in her own yard. Borshani stated the dog left it's own yard and entered her yard.

Borshani pointed towards her leg, I could not see a bite mark or any broken skin. There was some moisture or saliva on the upper leg area that I could see, which could have been left behind from the K9. Borshani stated the dog is a nuisance and she did not feel safe being outside. Borshani stated she is concerned for the safety of her small children outside when the dog is on the loose. Borshani stated this was not the first time she called Animal Control concerning this dog. After talking with Borshani Sgt. Espinosa and I went to 53 Highland Ave. to locate the dog owner. We were met by Oliva Whitcomb the home owners daughter and advised her why we were here. The dog in question is a female mix named "Sofia" Ms. Whitcomb was advised of the complaint against her dog and was notified that the Animal Control Officer will be investigating this matter.

Signature - Reporting Officer

Signature - Reviewing Officer

Incident Dispatcher Remarks:

Create User ID: system

Date & Time

07/21/2014 13:27:13

911 CALLER REPORTS SHE WAS BITTEN BY HER NEIGHBORS DOG, SENT CAR 3. CAR 6 RESPONDING ALSO ANIMAL CONTROL NOTIFIED TO RESPOND AL.SO. UNITS CLEARED, OFFICER LUCAS TO REPORT.

Exhibit 4



TOWN OF SUDBURY

Sudbury, Mass. 01776

AGREEMENT

Reference: Whitcomb, Beverly; 53 Highland Ave, Sudbury MA
German shepherd Mix, Tan, "Sophie"

As follow up to incident(s) involving the above referenced dog, the owner has agreed to install a concrete slab, with a dog run constructed with coated wire; dog aka "Sophie" will be attached to this restrain in addition to the existing electric fence system whenever the dog is outside the home structure.

Additionally the owner has agreed to obtain the services of a trainer, first session scheduled for March 24, 2016. Based on initial evaluation by this certified trainer, should said trainer deem "Sophie" as being unable to train, the owner Beverly Whitcomb has agreed to follow any recommendations suggested by the trainer. Beverly will be relocating the cable run to the back of her home, attaching to her barn, therefore "Sophie" will not have access to the walking path utilized by Springhouse Pond residents.

The Animal Control Officer will be monitoring "Sophie" in the future on an ongoing basis.

The understanding of both the dog owner, and the Animal Control Officer is to insure that the residents of Springhouse Pond Condominium complex are safe to walk established path from complex to the Shaw's complex in the future.

The dog owner, (Beverly Whitcomb) understands fully, should there be any future incident occurring the Animal Control Officer will pursue a hearing with the Town of Sudbury, Board of Selectmen to deem the dog known as "Sophie" as a dangerous dog, utilizing the current Massachusetts State definition of a dangerous dog, which may result with the dog, "Sophie" be ordered euthanized.

Beverly Whitcomb
Beverly Whitcomb (Dog Owner)

Jennifer A. Condon
Jennifer A. Condon (Animal Control Officer)

Date: 3-29-16

Date: 3-29-16

Cc: Chief Nix, Sudbury Police Department
David Egan, President: Springhouse Pond Condominium Trust

Exhibit 57

Sudbury Police Department
 75 Hudson Rd
 Sudbury, MA 01776
 (978) 443-1042
Incident Report



Incident Number: 201600002296
 File No: N/A
 Dispatch Incident Number: 201600002296
 Print Date: April 19, 2016
 Printed By: nixs

Incident Information

Occurred On/From	Day of Week	Date	Time	Occurred To	Day of Week	Date	Time	Reported On	Date	Time	
	Fri	02/19/2016	11:05:35AM		Fri	02/19/2016	11:05:35AM	→	2/19/2016	11:05:35AM	
Reported As			Incident Type - Primary			Arresting Officer					
Animal Calls			Animal Calls								
Incident Address						Reporting Officer					
173 NOBSCOT RD, SUDBURY, MA 01776						Patrolman Steven Milley (70SM)					
Sector		Stat. Area		Sub Stat. Area		Census Tract		Landmark			
West		Dudley Rd									
Business Name				Incident Types - Other				Action Taken			
N/A								Report			

Related Incident Summary

Incident No.	Date	Nature	Notes
No Related Incidents reported for Incident #: 201600002296			

Associated Persons Summary

Type	Name (Last, First, MI)	Date of Birth	Sex	Home Phone #	Cell Phone #	Work Phone #
Caller	GRELLIER, NANCY	N/A	F	[REDACTED]	N/A	N/A
Address: 173 NOBSCOT RD, SUDBURY, MA 01776						
Other	WHITCOMB, BEVERLY D	[REDACTED]	F	[REDACTED]	N/A	N/A
Address: 53 HIGHLAND AV, SUDBURY, MA 01776						

Associated Businesses Summary

Type	Name	Primary Phone #	Secondary Phone #
No Associated Businesses reported for Incident #: 201600002296			

Involved Officers

Officer Title	Officer Name	Officer Type	Division
Patrolman	Steven J Milley	Reporting Officer	Patrol Division
Patrolman	Steven J Milley	Responding Officer	Patrol Division

IBR/UCR Offenses

Offense Number	IBR Type	Chapter	Section	Statute ID / IBR Type Description
No Incident Offenses Recorded for Incident #: 201600002296				

Complaint Charges

Seq #	Chapter	Section	Name (Last, First, MI)	Description of Offense
No Complaint Offenses Recorded for Incident #: 201600002296				

Vehicle Info

Reg Plate - State (Year)	Vehicle Year, Make, Model	VIN	Primary Color	Second Color	Insurance Co.
No Vehicle Info Recorded for Incident #: 201600002296					

Property

No Property Info reported for Incident #: 201600002296					
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Citations

Citation No	Code	Date	Status	Statute	Description
No Citations reported for Incident #: 201600002296					

Permits

Permit No	Type	Issue Date	Expire Date	Status	Issued To/Notes
No Permits recorded for Incident #: 201600002296					

Sudbury Police Department
75 Hudson Rd
Sudbury, MA 01776
(978) 443-1042
Incident Report



Incident Number: 201600002296
File No: N/A
Dispatch Incident Number: 201600002296
Print Date: April 19, 2016
Printed By: nixs

Narratives for Incident Number 201600002296 ? Yes

Other Narratives not authorized for print? None

Narratives this user authorized to print:

Narrative by: Patrolman Steven Milley (70SM) Division: Patrol Division

<u>Date & Time</u>	<u>Narrative Description</u>	<u>Entered by</u>	<u>Status</u>	<u>Reviewed by</u>	<u>Last Edit Date</u>
02/19/2016 14:17		Patrolman Steven Milley (70SM)	Open	Sergeant Nathan Hagglund	02/19/2016

On Friday, February 19, 2016, I, Officer Steven Milley of the Sudbury PD was working the day shift in marked cruiser #5. At approximately 11:00a.m. I was dispatched to 173 Nobscot road for the report of a dog bite. I arrived and met the homeowner, Nancy GRELLIER [REDACTED]. GRELLIER showed me a bandaged, bloody gauze wrapping on her left calf. She said she refused treatment from the Sudbury FD but was going to get it looked at on her own. GRELLIER told me the dog belonged to the resident of 53 Highland rd, Sudbury. GRELLIER was walking by the house on a walking path when the dog broke through the electric fence and but her leg before running off. GRELLIER said this is normally an aggressive dog that barks but does not leave the yard. I told GRELLIER that Animal Control was already notified and they would be contacting the owner. I told her that I would also be following up with the dog's owner.

I went to speak to Beverly WHITCOMB [REDACTED]. I explained the situation and told me that Animal Control had already spoken to her. She explained that she was having issues with her fence and that she had already called Dog Watch, the fence company. I advised her to not let her dog off leash until she has a working fence. I told WHITCOMB that I would follow up with Animal Control after their investigation.
Nothing further.

Respectfully submitted,

Officer Steven J. Milley 70SM

Signature - Reporting Officer

Signature - Reviewing Officer

Incident Dispatcher Remarks:

Create User ID: system

Date & Time

02/19/2016 11:29:51

RP REPORTS BEING BITTEN BY A DOG EARLIER TODAY ON HIGHLAND AVE. CAR 5 SENT. DOG OFFICER PAGED AND INFORMATION GIVEN. CAR 5 TO CHECK HIGHLAND AVE FOR TE DOG. DOG LOCATED AT 53 HIGHLAND AVE. P/MILLEY TO REPORT.

* —TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/19/16	11:10 PAGER	Nancy Grieller	173 Nobscot /Spring house	[REDACTED]

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
K9 - "Sophie"			rabies expires 7/18/16	

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Barbara Whitcomb	53 Highland Ave	[REDACTED]

COMMENTS: RP was walking on easement path (not 100% clear area is public), dog came out and bit her; Jennifer made contact with dog owner, brought dog inside. Issued 10-day quarantine order, issue with property as path comes onto dog owner property, path is easement for Fire Dept. dog owner is working with trainer for dog, will also bring electric fence back 20-30 feet from path area; dog owner completely understands there is an issue, and is 100% cooperative with getting it resolved.

SUDBURY WHITCOMB ANIMAL LOGS - MARCH 2016

* —TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: TIME: R/P'S NAME ADDRESS TELEPHONE

2/29/16 NA Officer Condon

ANIMAL INFORMATION:

BREED COLOR SEX OTHER LICENSE #

K9 - "Sophie"

OWNER INFORMATION:

NAME ADDRESS TELEPHONE
 Barbara Whitcomb 53 Highland Ave 978-261-5132

COMMENTS: Jennifer signed off on 10 day quarantine order; spent 2 hours with Mrs. Whitcomb, approached property Officer was greeted by two dogs, "Sophie" and "Willy", entered property inside home, found dogs to both be friendly. Officer discussed with Mrs. Whitcomb what the Officer believes she should do to prevent future incident with dog known as "Sophie", Officer found Mrs. Whitcomb to be very concerned and upset, she is very willing to do whatever is necessary to avoid any future problems. Officer instructed Mrs. Whitcomb that the electric fence system should be moved back onto her property approximately 25-30 feet from where it is currently installed; Mrs. Whitcomb agreed to do so. Officer Condon and Mrs. Whitcomb with plot plans in hand, walked the property line. Officer observed stake in concrete located in the easement where Mrs. Whitcomb's property ends; and where the residents from Springhouse Pond actually walk, both are very close in proximity. Officer Condon explained to Mrs. Whitcomb what the intentions are by the Springhouse Pond people and what they are looking for; she has agreed to do whatever is necessary to maintain a safe are for both her dog, and the residents of Springhouse Pond. Officer found Mrs. Whitcomb to be very adaptable, and completely in compliance with any requests made relative to this matter.

JENNIFER CONDON - ANIMAL CONTROL
 INSPECTOR/OFFICER

March 22, 2016

Dear Ms. Griellier,

I hope this finds you feeling better and healing quickly.

I would like you to know that I am taking this very seriously and are following the requests of the Springhouse Board and Sudbury's Animal Control and have made the following changes:

Sophie's electrical collar was replaced on Feb. 22nd. I have replaced her nylon collar with a leather/steel buckle collar. Sophie is not allowed out without her electrical collar, in addition to her leather collar, and will be on a steel run or walked on a leash whenever outside. My daughters have been instructed on these rules and have been made aware of the consequences if not followed.

I have taken Sophie to The Aggressive/Reactive/Fearful Dogs classes at Especially for Pets on Feb. 28th and March 6th. I also have the Instructor, Lisa Rockland, coming for a home visit this Thursday, March 24th for private evaluation and instruction. She has years of experience with dogs like Sophie and I will be using her as my guide on how to proceed.

I would like to reimburse you for any expenses you incurred. I expect this to include all the medical expenses you incurred, replace any items that may have been damaged, and any events that you were not able to attend. You may forward these by mail or e-mail, at your convenience. If you would like to contact me, I am at your disposal any time.

I am truly sorry for what has happened.

Sincerely,

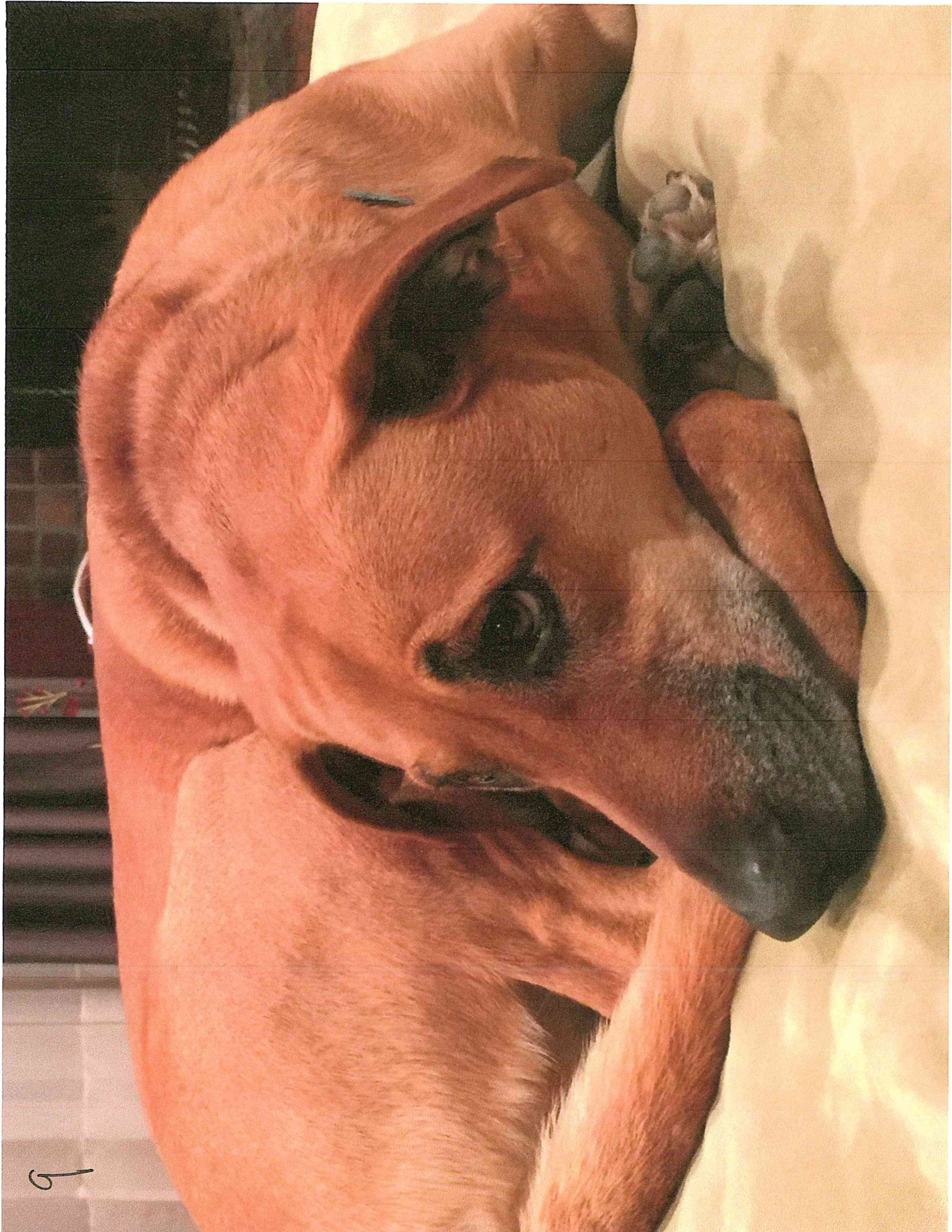
Beverly Whitcomb
53 Highland Ave.
Sudbury, MA 01776
617-842-0951
Whitco@aol.com



3-9-16



4-4-16









Tufts
UNIVERSITY

Cummings School of
Veterinary Medicine

June 5, 2016

To Whom it May Concern:

Sophie was presented to Tufts University Cummings School of Veterinary Medicine Animal Behavior Clinic for a behavior evaluation following an episode in which a woman was bitten as she passed by the owner's property.

Sophie is a 7-year old spayed female shepherd mix, adopted by the Whitcomb family at 15-weeks of age from a rescue organization. Mrs. Whitcomb reports that Sophie has always been an anxious dog, which is consistent with my observation of her behavior in clinic. Prior to the reported bite in February, she was enclosed in the family's yard by an electric fencing system, which prevented her access to people walking on the easement adjacent to the Whitcomb property. The family reports that she barked at passers-by on the easement, but did not cross the line defined by electric fence. When Sophie approached the fence boundary, she was alerted by a tone emitted from her collar, which she learned to associate with an electric shock if she continued to approach the boundary. Prior to the reported bite, Sophie had not crossed the fence boundary since its installation. When off her property, the owner reports that Sophie is tolerant of approach by unfamiliar people but appears anxious and does not seem to enjoy the interaction. She has never shown aggression or threat behavior when off of her property, which was consistent with my observation during the evaluation.

According to the owner's report, on February 19, 2016, the collar failed to deliver a shock, which enabled Sophie to cross the boundary. When the owner discovered that the collar was malfunctioning, she brought Sophie inside. Later that day, she learned that before she had discovered the problem with the collar, Sophie had crossed the boundary unbeknownst to her and bitten a woman on the back of her leg as she walked past the property. The bite was reported to have been a single bite, quickly released. The skin was broken by the bite. Since the episode occurred, the reports that the problem with Sophie's electronic collar was corrected. They report that in addition to the collar, Sophie is now always tethered either to a stationary run or to the owner when she is outside, and that she is never outside without an adult family member present. There have been no further incidents of aggression since the reported bite, according the owner.

During the evaluation, Sophie remained in a recumbent position on a mat provided near the owner's chair, or seated next to the owner. She did not approach me or other unfamiliar people in the consult room, in the lobby or in the narrow hallway on the way to the consult room. She demonstrated signs of fearfulness (low body posture, tucked tail, averted eyes,

and yawning) when I approached her but no signs of threat or aggression. She tolerated a full physical examination with minimal restraint, including an oral exam and orthopedic evaluation.

Based on her behavioral history and my observation of behavior in clinic, the bite that occurred in February 2016 was motivated by fearfulness. A dog with fear-based aggression may have more confidence when on or near her own turf and thus be at greater risk of displaying aggressive or threatening behavior to create distance between herself and the object of her fear. Sophie's bite style consisting of a bite and release from behind is in keeping with dispersive, not offensive aggression. Preventing her access to people passing by or entering the property is the most effective and humane way to manage a dog with this problem. At the age of 7 years, the style and severity of her bite is unlikely to increase. The biting style of a dog generally remains consistent throughout her life unless the provocation is increased.

Although a bite is never acceptable, it is my professional opinion that Sophie does not merit the designation of dangerous dog. It is also my professional opinion that euthanasia is neither a necessary or appropriate response to the unfortunate episode in February. While a guarantee can never be made, the risk of a future bite is significantly reduced by current measures undertaken by the owner. These measures consist of the use of the electric fence, a tether that restricts Sophie from approaching within 10 yards of the perimeter of the property and supervision by an adult member of the family whenever Sophie is in the yard. I advised Ms. Witcomb that it would be prudent, additionally, to post the perimeter of the property to alert passers-by and visitors that a dog was on the premises.

Please do not hesitate to contact me with questions.

Yours sincerely,

Stephanie Borns-Weil, DVM
Clinical Animal Behavior
Foster Small Animal Hospital
Cummings School of Veterinary Medicine at Tufts University
200 Westboro Road
North Grafton, Massachusetts 01536

13

Lisa Rockland
566 Stow Road
Marlborough, Massachusetts 01752

May 10, 2016

Beverly Whitcomb
53 Highland Avenue
Sudbury, Massachusetts 01776-3318

Dear Beverly:

It has been almost four months since you and I first met and you enrolled your dog, Sophie in one of my three week classes for aggressive, reactive and fearful dogs. Since that time, you completed the class and together we have had one private session at your home. The private session included a home assessment and a more focused evaluation of Sophie.

I understand Sophie to be a dog who is full of fear, which is the cause of her aggression. She is fearful of people she doesn't know. But, it appears that once she is introduced to these people she doesn't know, she is very accepting of them. It also appears that her fear is enhanced when she encounters people without you there to tell her how to react. She feels she must protect you.

As a result of recommendations I made during my visit to your home, you moved Sophie's outside yard area to a place where she does not have to see as many passersby. You now have Sophie on a choke chain that she cannot get out of or remove. I also gave you instructions as to how to relieve Sophie's stress when she does see passersby and acts out in a fearful way. I notice that you have implemented each of my recommendations and are now able to get Sophie to calm down considerably.

I work with a lot of dogs like Sophie and many others with more severe histories of biting than hers. I believe that with hard work and repetition, Sophie can be rehabilitated to accept people passing by the property who are not known to her.

You are doing a great job with her and I am looking forward to continuing our work to educate you as to how to deal with and change Sophie's behavior. This work includes attending more group training classes and continuing to work together on a one-to-one basis. I have been encouraged by your observations that she is calmer when she is on the run or on leash.

I will also work with you and Sophie to prevent her from reacting to that one specific woman whom Sophie fears. I believe that with time and effort, we can get Sophie to stop reacting to her.

I believe that by working together, we can alleviate each of Sophie's issues. How do I know this? Because Sophie reminds me of my dog Bronco, except that Bronco has never bitten anyone.

I have had a number of dogs in my life and with them, I have won many obedience championships. Two of my dogs were ranked number one in the United States in competition obedience. Of all of my dogs, Bronco is the best. Were I still competing in obedience, he would have the title to prove it.

However, Bronco and I are undertaking other endeavors. We both enjoy working with aggressive, fearful and reactive dogs like Sophie and transforming their behavior and saving their lives.

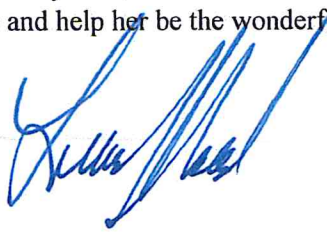
Bronco thrives in the structure that I provide to him. It has made him a calm and welcome member of my community. Beverly, I believe that together, we can do the same for Sophie.

I hope the Board of Selectman gives you the opportunity to work with Sophie just a little bit longer, even if all they do is post-pone their decision for another month or two, With a little more time, I believe that you and I can make great strides toward soothing Sophie and transforming her into a lovely, personable, social and confident dog that enhances your family and no longer suffers from or causes anxiety.

I wish you much luck at your meeting in front of the Sudbury Board of Selectman. Please let me know the minute you hear whether you have been afforded more time to work with Sophie. If you have, let's keep working with Sophie and help her be the wonderful dog she was meant to be.

Sincerely:

Lisa Rockland

A handwritten signature in blue ink, appearing to read 'Lisa Rockland', is written over the printed name.

Lisa Rockland
Animal Behaviorist & Award-Winning Dog Trainer



Lisa Rockland brings 40 years of experience to working with dogs of all ages. From starting puppies off on the right path through guiding adolescent dogs who are testing the boundaries and all the way up to adult and senior dogs, Lisa is there. For the past 15 years she has specialized in helping fearful, reactive and aggressive dogs.

Lisa offers a wide variety of services, including:

- Group classes
- Individual private sessions
- Home assessments, where she advises on products and in-home techniques

A Lifelong Passion

Lisa started training dogs at a very young age; she has an intuitive understanding of animals. Lisa instinctually thinks and teaches like a 'mother dog', as nature intended. She obtained a Bachelor of Science in Animal Behavior at The Ohio State University, worked as a veterinary technician for 11 years and then set her sights on obtaining the highest achievements within the canine competition obedience world. She accomplished #1 Competition Obedience Dog in North America with two different dogs and received multiple perfect scores. Lisa has been associated with Especially For Pets for over a decade and is now launching her own dog center, All About My Dog, in Natick, Massachusetts opening in May 2016.

Contact

For information about how Lisa can help you and your dog, email lisarockland@gmail.com. Lisa is located in Massachusetts.

14

DogWatch Systems, Inc.

476 Main Street, 2nd Floor
Bolton, MA 01740

800.723.3647
978.634.1316 - fax
info@dogwatchsystems.com
www.dogwatchsystems.com

Invoice

Due Date	Date	Invoice #
2/22/2016	2/22/2016	1256900

PAID

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Ship To:
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			Subtotal	\$215.00
			Sales Tax	\$13.44
			Payments/Credits	-\$228.44
We appreciate your business, Thank You!			Balance Due	\$0.00



Tufts
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Cummings School of
Veterinary Medicine

15

Foster Hospital for Small Animals

Dear Beverly,

Thank you for choosing Tufts Cummings School of Veterinary Medicine for **Sophie's** behavior appointment.

Your appointment is scheduled with Dr. Stephanie Borns-Weil on **Thursday, June 2, 2016, at 9:30 am**. The fee for the initial consultation is \$469.00. **You are required to provide proof of your pet's current rabies vaccination at the time of the appointment.**

Please refer to our website, www.tufts.edu/vet, or call if you have any questions. If you need to reschedule your appointment please call 508-887-4640 Monday through Friday, 8 am – 12pm. Enclosed are Behavior Fact Sheets. You are encouraged to provide as much information as possible on this form so that Dr. Dodman and Dr. Borns-Weil will have a record of your pet's history. Please bring the completed form along to the appointment along with any relevant veterinary records/bloodwork.

The doctors have fully booked schedules and must adhere to these schedules. We ask that you please arrive at least fifteen minutes before your scheduled appointment time so that you may check in at the front desk and be ready to start your appointment at the allotted time. If not, your appointment may be cut short to allow the appropriate amount of consultation time to the next client coming in.

We look forward to seeing you and **Sophie**.

Thank you again for choosing the Foster Hospital for Small Animals at Tufts Cummings School of Veterinary Medicine.

Sincerely,

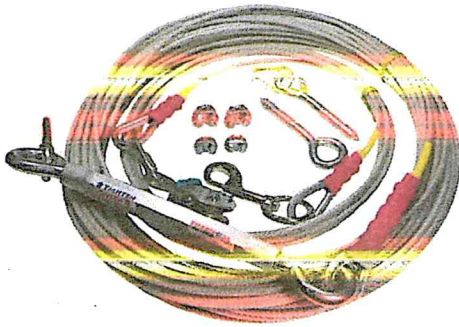
Ronni Tinker
Secretary to Dr. Nicholas Dodman
& Dr. Stephanie Borns-Weil
Tufts Cummings School of Veterinary Medicine
North Grafton MA 01536
Ph: 508-887-4640
Fax: 508-839-8734
ronni.tinker@tufts.edu

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125 FOOT HEAVY DUTY FREEDOM AERIAL DOG RUN™ FADR-125HD
This kit is for large dogs, up to 70 pounds. Custom built for DOGS to ensure maximum comfort and security. Easy to use and a wonderful way of giving your dog freedom to roam without the fear of him running off. Install in ten minutes!! Kit comes with all the necessary hardware you need to install the aerial run. The 125 foot Aerial cable line is made from galvanized steel with a protective coating. The connectors that clip to the pulley and your dog's collar are made with corrosion resistant alloys. This aerial dog run can be installed between 2 permanent wooden sources. This type of tie-out can be used with any dog 40-70 lbs. Can be adjusted from 1- 125 ft. Overall aerial cable length (distance between connection points) can be installed at any length less than the length ordered, you will need an extra three feet of cable for every 50 feet of overhead cable length ordered to account for sag and length necessary for connection.

* Required

Lead-Line Length (FT) *

7

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1

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★★★★★ 2 Reviews

WRITE A REVIEW

Reviews (2)

B Beverly W. Verified Buyer
★★★★★
Awesome & EASY!!

04/10/1

May 30, 2016

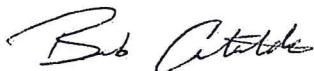
To the Sudbury Board of Selectman,

I am the owner of HG Construction Company Inc. Mrs. Whitcomb contracted me for outside exterior work. When I first came to her residence at 53 Highland Ave for the purposes of an estimate on exterior work on her home, her dogs were outside. Sophie kept her distance from me as Mrs. Whitcomb and I walked around and talked about the project. I had no problems with her dog Sophie.

The project took about 2 weeks and I had at various times 3-5 different employees at her property daily from 8am-4pm. Sophie was out side with them most of the time and Sophie was never aggressive or threatening to my employees. The employees never reported any safety concerns or issues regarding the dog.

During multiple visits into Mrs. Whitcomb home itself, there was again no concern for my safety or wellbeing regarding Sophie.

Regards,



Bob Cataldo
HG Construction

May 2, 2016

18

To whom it may concern:

I am writing on behalf of Mrs. Beverly Whitcomb and her dog, Sophie Whitcomb.

While, I am very saddened to hear that Sophie bit a female passerby, I felt I would be remiss if I didn't advocate for Beverly and her dog.

Since the incident Beverly Whitcomb has kept Sophie on a lead, enforced her wearing her collar for her invisible fence, and has had her meet with a behaviorist on several occasions. As a direct neighbor, with three children, I am satisfied with this remediation.

My boys, ages 14, 12 and 9 play basketball several times per week on the Whitcomb's property within Sophie's fenced in area. In all of these years (seven) there has never been an incident regarding Sophie. Members of my family will often cut through the Whitcombs' yard to go to the Shaws Plaza. If Sophie is out she has never bothered any of us. In addition, I have a male lab, who often plays in their yard, and there has not ever once been a canine on canine incident as well.

This is obviously a sad situation for the neighbor who was bitten. If Sophie's owner follows the protocol set forth by the Animal Control Officer I see no reason why the members of the Whitcomb family can't keep her under control in a responsible manner.

Thank you for your time.



Kelly Curran
59 Highland Avenue, Sudbury, MA

19

May 2016

To Whom it may concern--

My name is Mish Michaels and I am a family member of the Whitcomb's. I have two children, one girl aged 9 and another girl aged 2. We have spent time with Sophie at large family gatherings for years and she has never displayed any aggressive behavior to my children. She in fact quietly stays in the background and causes no problems.

I hope this helps to bring some clarity to the dog's recent behavior that stands out of the norm.

Regards-



Mish Michaels

**Amie Pettengill
11 Beach St
Woburn, MA 01801
781.962.0344**



June 1, 2016

To Whom It May Concern;

I have been friends with Beverly Whitcomb for several years. I have been to her home at 53 Highland Avenue multiple times. I ring the door bell and let myself in. I've lounged near the pool, been to barbeques and dinners and have never been in fear of her dog, Sophie.

A handwritten signature in cursive script that reads "Amie".

Amie Pettengill

May 19, 2016

21

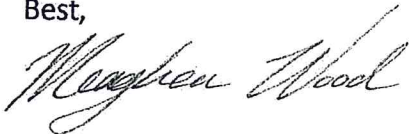
To Whom It May Concern:

I am a friend of the Whitcomb family, and had the pleasure of pet-sitting for the Whitcomb's animals during a recent vacation. I have been pet-sitting for friends and family for many years. Typically, I will go out to my client's home a week or so prior to their vacation to meet the animals and get myself acquainted with the home and what I will need to do. This is also my time to figure out if the animals have any quirks or schedules. Due to schedule restrictions on my part, I was unable to meet the Whitcomb's dogs, or visit the house prior to the Whitcomb's leaving on their vacation.

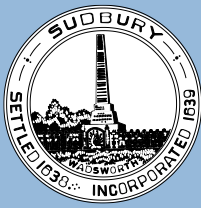
I was given directions to the Whitcomb's house and a short description of the dogs. Typically, I am a fairly wary person when meeting new animals (especially in their own homes), but I had been assured from Beverly that the dogs would be just fine, Willie would be very excited to see me and Sophie would say hello but is more of an independent soul. Upon arrival to the house, I opened the side door, wearing a large puffy black coat and carrying my overnight bag. Both dogs greeted me at the door, both displaying very friendly behaviors even though I could have easily been an intruder (and a scary one at that!) I put my things down and got acquainted with the house and the area around the house, both dogs padding softly behind me without a single hesitation. I have watched friends and family's pets often in the past, but Sophie and Willie were two of the best behaved dogs I have taken care of in a while. Sophie gave no inclination of being aggressive or even disagreeable in the week I spent with her, despite myself being a complete stranger living in her house.

I hope that you have found this information valuable, and will use it accordingly to protect Sophie's well-being.

Best,



Meaghan Wood
12 Crestview Drive
Mendon, Ma 01756
774-217-4055



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

MISCELLANEOUS (UNTIMED)

3: Accept recommendation of PB

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion with Planning Board regarding Conformance Recommendation regarding Master Development Plan

Recommendations/Suggested Motion/Vote: Discussion with Planning Board regarding Conformance Recommendation regarding Master Development Plan

Background Information:
attached

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM

June 8, 2016

Board of Selectmen
 Town of Sudbury
 278 Old Sudbury Road
 Sudbury, MA 01776

Re: Conformance Recommendation — Meadow Walk Sudbury

Dear Members of the Board:

As you are aware, over the past year the Planning Board has been actively involved in the review of and planning for the mixed-use redevelopment of an approximately 25-acre portion of the former Raytheon site at 526 and 528 Boston Post Road (the “Site”) as proposed by BPR Sudbury Development LLC (the “Developer”). Even before the sale of the Site to the Developer, the Planning Board had begun deliberating on ways to enhance the anticipated redevelopment of the Site, guided in part by numerous planning studies completed over the last 12 years (including *Route 20 Corridor: Urban Design Studies and Zoning Evaluations*, 2015) which specifically included the Site. This earlier work and more recent planning with the Developer has led the Planning Board to propose a new zoning overlay district, known as the Mixed-Use Overlay District (the “MUOD”). If adopted, the MUOD will provide flexibility to improve the benefits that the Town realizes from the ongoing redevelopment of the Site, beyond the grocery store and multi-family apartment (being developed per MGL Chapter 40B) components that are already in the works and allowed by current zoning or state regulations. Adoption of the MUOD retains the current underlying business zoning but will allow for a broader mix of uses on the Site. This could include previously prohibited uses such as restaurants, personal service establishments, age-restricted condominiums, and an assisted living/memory care facility.

In connection with these efforts, the Planning Board has reviewed a Master Development Plan for a multi-phase development of the Site, a plan which must be approved by Town Meeting. The development will generally consist of 3 major components: not more than sixty (60) units of age-restricted, active-adult housing; an approximately fifty-four (54) bed assisted living/memory care facility; approximately 80,000 square feet of retail, restaurant, and convenience uses (including the 45,000 square foot grocery store that has already been permitted as an allowable use); and accessory parking and related site improvements (the “MUOD Project”). Please note that the multi-family apartment complex also planned for a portion of the Site is not part of the MUOD Project or the Master Development Plan that will be considered by Town Meeting, nor is it under the Planning Board’s purview or jurisdiction. The MUOD Project represents a unique opportunity to fulfill several Town needs and goals in that it will restore a significant and reliable source of municipal tax revenue to the Town, it may serve as a model for any future economic redevelopment projects along the Route 20 corridor that similarly receive approval by Town Meeting, and it will generate new jobs and revenues while providing desirable amenities to the community.

In accordance with Section 4742 of the MUOD, a Master Development Plan must receive a Conformance Recommendation from the Planning Board prior to adoption of the plan by Town Meeting. This letter serves as the Planning Board's Conformance Recommendation for the MUOD Project, which we are submitting for your consideration at the Special Town Meeting to be held on June 13, 2016.

Procedural Background

On May 25, 2016 and June 1, 2016, the Planning Board held duly noticed public hearings during which the Planning Board heard testimony from the general public, the Developer, and other interested parties. The records of the proceedings and submissions upon which this Conformance Recommendation is based are on file with the Town Clerk and the Planning Board.

The Planning Board's Conformance Recommendation is based on its review of the following materials, submitted in satisfaction of the MUOD filing requirements:

1. Application and Narrative for Meadow Walk Sudbury Master Development Plan from Steve Senna, c/o National Development, dated February 8, 2016
2. Mixed-Use Overlay District Zoning Text and Mixed-Use Overlay District Map
3. Existing Conditions Plan of Land prepared by VHB dated October 28, 2015, last revised February 16, 2016
4. Meadow Walk Sudbury Master Development Site Plan prepared by VHB, final "stamped & certified", dated, April 20, 2016
5. Architectural Precedents and Elevations for Proposed Retail prepared by PCA, dated April 22, 2016
6. Conceptual Designs for Bridges at Sudbury, prepared by JSA, dated 5/17/2016
7. Conceptual Plan Set for Proposed Active Adult Residential: Meadow Walk Sudbury prepared by Civil Design Group LLC, dated 4/15/2015, last revised 5/12/2016
8. Preliminary Stormwater Management Master Plan prepared by VHB, dated April 2016
9. Traffic Impact and Access Study prepared by VHB, dated February 16, 2016
10. Utilities Infrastructure Memo prepared by VHB, dated February 8, 2016
11. Draft Construction Management Plan prepared by Cranshaw Construction, dated February 8, 2016
12. Rendered Master Plan Site Plan dated April 22, 2016
13. Meadow Walk Public Realm Site Section Key Plans prepared by VHB dated April 22, 2016, including Site Sections A-E
14. Master Pedestrian Circulation Plan and Master Vehicular Circulation Plan, dated April 22, 2016
15. Landscape Plans, dated April 20, 2016 containing sheets, Overall Conceptual Planting Plan (L-1); Conceptual Planting Plan (L-2); Conceptual Planting Plan (L-3); Conceptual Planting Plan (L-4)
16. Environmental Notification Form, prepared by VHB in association with Tata & Howard, Sanborn, Head & Associates and Goulston & Storrs, dated February 16, 2016
17. MEPA Certificate from the Executive Office of Energy and Environmental Affairs dated March 25, 2016

18. Water Impact Report prepared by VHB dated March 30, 2016
19. Phase 1 Environmental Site Assessment with Subsurface Investigative Report prepared by Sanborn, Head & Associated, dated August 20, 2015
20. Memo from Sanborn Head, dated February 4, 2016
21. Sanborn, Head & Associates PowerPoint Presentation to the Planning Board, dated February 10, 2016
22. Fiscal Impact Analysis prepared by RKG Associates dated March 12, 2016
23. Memo from VHB or other in response to outstanding issues - forthcoming

Items 1-23 constitute the “Master Development Plan”

24. Traffic Peer Review Memos, Jeffrey Dirk, Vanasse & Associates – 1/21/2016; 2/26/2016; 3/4/2016; 3/14/2016; 5/3/2016; 5/19/2016
25. Stormwater Peer Review Memos, Janet Bernardo, Horsley & Witten – 3/22/2016; 3/28/2016; 4/12/2016 (2)
26. Fiscal Impact Peer Review Memos from ConsultEcon dated May 3, 2016 and May 12, 2016
27. Memo from Jody Kablack, Director of Planning & Community Development, dated March 14, 2016
28. Memo from Erica Lotz, Stantec Consulting Services, to Rebecca McEnroe, Superintendent of Sudbury Water District, RE: Water Impact Report, dated April 25, 2016
29. Memo from Rebecca McEnroe, Sudbury Water District, dated May 9, 2016
30. Design Review Board comments on Plant Selection, email from Deborah Kruskal dated May 18, 2016
31. Memo from Bill Murphy, Heath Director, dated May 18, 2016
32. Report from GeoInsight (peer review of contamination issues - forthcoming)
33. Report from Stantec (SWD peer review of impacts to groundwater – forthcoming)
34. A Development Agreement executed between the Developer and the Board of Selectmen on June 7, 2016

Recommendations

Having determined that the MUOD Project furthers the purposes and intent of the MUOD and of the Zoning Bylaw more generally, the Planning Board makes the following findings in accordance with Section 4742 of the MUOD:

- (i) The final plans and materials submitted for the MUOD Project materially conform to the Master Development Plan standards and requirements set forth in Section 4700 of the MUOD, and
- (ii) The final plans and materials submitted for the MUOD Project promote the purposes of the Zoning Bylaw, as noted in Section 4710 of the MUOD.

In light of these findings, and in anticipation of the numerous public benefits the proposed redevelopment of the Site will bring to the Town of Sudbury, including those included in the

Development Agreement that has been executed by the Developer and the Board of Selectmen, the Planning Board recommends that the proposed MUOD and Master Development Plan be submitted for approval at the Special Town Meeting to be held on June 13, 2016, subject to the following recommended conditions, limitations, and safeguards, which upon adoption by Town Meeting shall be binding on the Developer pursuant to Section 4742 of the MUOD:

General

1. Construction and operation of the MUOD Project shall comply with all applicable laws and local regulations, including without limitation, the State Building Code, the Wetlands Protection Act, the Sudbury Wetlands Administration Bylaw, the Sudbury Stormwater Management Bylaw, and M.G.L. Chapter 21E, except and to the extent that the same are modified or for which a variance or other relief has been granted in connection with the MUOD Project.
2. Following Town Meeting approval, modifications to the approved Master Development Plan shall require review and approval in accordance with Section 4750 of the MUOD, as applicable.
3. A portion of the MUOD Project is subject to Special Permits granted by the Zoning Board of Appeals on January 26, 2016 and May 19, 2016, a Site Plan Decision issued by the Planning Board on March 30, 2016, and a Stormwater Management Permit issued by the Planning Board on April 27, 2016. All conditions contained in these decisions are incorporated into this Conformance Recommendation as to the affected portion of the MUOD Project.

Utilities and Stormwater Drainage

4. The Developer shall file for and obtain Stormwater Management Permit(s) for the MUOD Project in accordance with Article V(F) of the Town's Bylaws that shall provide for a comprehensive approach to improved stormwater management (the "Stormwater Management Plan") in connection with the redevelopment of the Site. The Stormwater Management Plan shall comply with applicable Massachusetts stormwater guidelines to the maximum extent practicable.
5. The Stormwater Management Permit(s) for each component shall conform to the Stormwater Master Plan design standards and calculations therein, dated April 2016, as well as the most current Sudbury Stormwater Bylaws. Each development phase shall include the following information in its Stormwater Management Permit application:
 - a. Documentation demonstrating appropriate stormwater treatment, velocities, and potential erosion at all wetland outfalls impacted by the future development.
 - b. Documentation to verify consistency with the Preliminary Stormwater Management Master Plan. Documentation shall include comparison of the planned development phase with Table 3: Proposed Conditions Hydrologic Data, Figure #3: Existing Drainage Conditions, and Figure #4: Proposed Drainage Conditions.

- c. Documentation that 80% TSS removal will be achieved at each outfall impacted by the future development.
6. The Developer shall be required to operate, maintain, monitor and repair the stormwater system for the MUOD Project in accordance with a detailed operations and maintenance program (“O&M Program”) to be developed for the Project and approved in connection with the Stormwater Management Permits(s) issued by the Planning Board. The on-site detention basins within the Project shall be inspected and maintained pursuant to the O&M Program, with copies of annual reports provided to the Planning Board.
7. An Environmental Monitor, hired by and reporting to the Town through the Sudbury Conservation Commission, but paid for directly by the Developer, shall perform inspections of the Site pertaining to Stormwater Management and wetland protection throughout the construction phases of the Project. The scope of work shall be prepared by the Conservation Commission and approved by the Developer. At a minimum, the following items shall be included in the scope of work:
 - a. A Pre-Construction Inspection shall be performed prior to the commencement of any construction in the MUOD Project.
 - b. Erosion and Sediment Control Inspections shall be performed periodically to ensure erosion control practices during and after construction are in accordance with the approved Stormwater Management Plan.
 - c. Construction Inspections shall be performed prior to backfilling of any underground drainage or stormwater conveyance structures.
 - d. A Final Inspection of the stormwater management system shall be performed before the certificate of occupancy for any building has been issued. The Final Inspection shall ensure that the system is functioning as designed and approved.
 - e. Reports shall be prepared and submitted to the Conservation Commission and the Planning Board after each inspection.
 - f. A Stormwater Construction Site Inspection Report shall be generated by the Developer or its representative for the MUOD Project, at a minimum, after every major storm event. All reports shall be available for review by the Conservation Commission and the Planning Board at their request.
8. The MUOD Project shall obtain approval of any required modification to the existing Groundwater Discharge Permit from the Massachusetts Department of Environmental Protection.
9. The Site lies within an aquifer contribution zone (Zone II). Snow storage and removal for the MUOD Project shall be performed in accordance with the Order of Conditions and Stormwater Management Permit(s) issued for the MUOD Project. Snowmelt runoff is to be directed towards catch basins on the Site. Snow storage areas shall be designed to direct the flow to the stormwater management facilities. The snow storage area(s) shall be identified on appropriate plans filed with the Planning Board.
10. All new on-site utilities shall be installed underground for the MUOD Project.

11. No wells for drinking water supply shall be installed in connection with the MUOD Project.
12. No storage or use of chemicals within the MUOD Project shall be permitted except in conformity with guidelines and requirements of the Board of Health and the Fire Chief.
13. The Developer shall contract for solid waste removal for the MUOD Project at the Developer's expense. In the event that the Town is required to provide solid waste removal for the MUOD Project for any reason, including but not limited to any applicable law or regulation or failure of the Developer (or tenants of the MUOD Project) to properly deal with such waste, the Developer agrees to pay the Town for any expenses arising directly from and reasonably attributable to the MUOD Project. In such event, the Town and the Developer shall work together to establish a plan to coordinate such services.
14. Any irrigation in the MUOD Project shall utilize a private on-site irrigation well. The Developer shall obtain a permit from the Board of Health and the irrigation system shall be installed in compliance with the Town Bylaw regulating in-ground irrigation systems. The irrigation system controls shall incorporate and utilize a rain sensor to turn the system off when it is raining and a moisture meter to gauge dryness. Drip irrigation shall be utilized to the maximum extent possible.
15. The Developer shall submit video confirmation of the installation of sewer mains and lines for the MUOD Project, and upon final installation, an as-built plan for these utilities, to the Board of Health.

Pedestrian Accommodations and Traffic Improvements

16. Prior to the issuance of the final occupancy permit for the retail component of the MUOD Project, the Developer shall implement the following traffic improvements as detailed in the Environmental Notification Form filed with MEPA for the MUOD Project and the Avalon Sudbury multi-family apartment component, subject to any modifications required by MassDOT:
 - a. Construct a new traffic signal on Boston Post Road by aligning the primary Site driveway with the westerly driveway for Sudbury Plaza and Highland Avenue (a private way). This will also include the construction of designated left turn lanes on Boston Post Road and a new actuated pedestrian crosswalk and bicycle accommodations at the intersection. In addition to the Project, these improvements are also intended to benefit the retail plaza and residential properties on the south side of Boston Post Road;
 - b. Implement improved pedestrian accommodations by widening the existing sidewalk on the north side of Boston Post Road along the Site frontage and extending the limits of the existing sidewalk on the south side of Boston Post Road from the CVS entrance west to Highland Avenue;

- c. Implement a time-based coordinated signal system between the new signalized Site driveway, Nobscot Road and Union Avenue intersections on Boston Post Road to better manage vehicular queues and improve progression of through-traffic at multiple intersections;
 - d. Construct a new emergency preemption signal at the fire station located along the Site frontage and integrate the signal into the new traffic signal at the primary Site driveway;
 - e. Implement paved shoulders (subject to right of way availability) on either side of Boston Post Road within the limits of the roadway improvements that may accommodate future bike lanes; and
 - f. Any other improvements required by MEPA/MassDOT and not listed specifically in this Section.
17. The Developer shall implement a Traffic Demand Management (“TDM”) program as part of the full build-out of the Project. The TDM program shall include the following elements:
- a. In the event the MetroWest Regional Transit Authority expands its bus route along Route 20 to include the Site, the Developer shall construct a semi-enclosed shelter at an appropriate location on the Site for the drop-off/pick-up of passengers utilizing such local bus service; and
 - b. Ongoing cooperation with appropriate Town officials in developing traffic contingency plans for peak traffic periods or special events associated with the Project.
18. The Developer has agreed to construct a walkway along the frontage of the MUOD Project as required by the terms of the March 30, 2016 Site Plan Decision approved by the Planning Board. Accessible curb cuts shall be installed at all driveway entrances, pursuant to the regulations of the Architectural Access Board.
19. The Developer has agreed to grant the Town a pedestrian access easement along the frontage of the Site along Route 20. Prior to the issuance of a final Certificate of Occupancy for the MUOD Project, the Developer shall submit an executed easement encompassing the proposed walkway granting the Town of Sudbury the ability to enter the Site to maintain, reconstruct, improve, sweep and plow said walkway, and for the general public to use said walkway as walkways are customarily used in the Town of Sudbury. Upon acceptance of this easement by the Town, the Developer shall record the easement with the Middlesex South Registry District of Deeds.
20. Prior to issuance of a building permit for the grocery store within the MUOD Project, the Developer’s traffic consultant shall confirm in writing that the full scope of the proposed traffic improvements is as previously noted and are progressing through the MassDOT design process. The Developer shall provide the Planning Board with copies of all plans and correspondence submitted to MassDOT in support of the Site access and off-site

improvements. Should MassDOT determine that the installation of a traffic control signal is not warranted at this time, the Developer shall present an alternative access plan to the Planning Board for consideration at a regularly scheduled Planning Board meeting, which shall require a modification of any affected approval prior to issuance of a Certificate of Occupancy.

21. The Developer shall have a traffic monitoring study performed within six (6) months of the date of issuance of a Certificate of Occupancy for greater than 50% of the building area within the MUOD Project. The traffic monitoring study shall comply with the scope established by the Planning Board for the grocery store within the MUOD Project in Condition 19 of the March 16, 2016 Site Plan Decision. As authorized by Condition 19(b) of the Site Plan Decision, in order to avoid duplication, the Developer may elect to consolidate the traffic monitoring study for the MUOD Project with the monitoring study required for the grocery store, in which case the Director of Planning and Community Development will extend the deadlines imposed by Condition 19 to allow for such consolidation.
22. All signs and landscape features that will be installed along the Route 20 Site frontage as part of the Project shall be designed and implemented so as to not to impede lines of sight. Specifically, proposed features along the frontage located between 2.5 feet and 5 feet above the roadway surface shall be subject to this requirement. The Proponent shall include the following measures as part of its regular site maintenance:
 - a. Selectively trim vegetation along the Site frontage where feasible to maintain sight lines to/from the Site driveways; and
 - b. Promptly remove any snow windrows within the Site that are in excess of 2.5 feet and within the sight triangles of the driveways.
23. In the event the Town expands the Mass Central Rail Trail to include those portions of the rail corridor at the northerly end of the Site, the Developer shall cooperate with the Town to provide for suitable on-site pedestrian and bike connections to such rail trail extension. The Developer shall also provide on-site parking for such public recreational purposes to the extent practicable.

Parking and Circulation

24. All signs and pavement markings installed within the Site shall conform to applicable sections of the Manual on Uniform Traffic Control Devices.
25. The Developer shall repair, in a timely manner and to the satisfaction of the Director of Public Works, any damage to public roads adjacent to the MUOD Project that results from the construction and/or maintenance of the MUOD Project.
26. The Developer shall develop and maintain the MUOD Project as reflected on the Master Development Plan to allow for a potential future vehicular connection in the event of the redevelopment of the adjoining Chiswick Park property. Any such future vehicular connection that may be proposed by the adjoining landowner shall require approval by

the Developer to ensure the adequate protection of the uses within the MUOD Project redevelopment.

Fire and Service Equipment Access

27. All fire lanes and parking areas associated with the MUOD Project shall be kept clear at all times, and all snow shall be removed from areas necessary to ensure access by fire trucks and other public safety vehicles.

Lighting and Noise Protections

28. The MUOD Project's aerial lighting design shall be dark-sky compliant and shall satisfy the lighting standards set forth in Section 3427(f) of the Zoning By-Law. Exterior lights, including lighting on the exterior of buildings and lighting in parking areas, shall be arranged to avoid glare and minimize light spilling over to neighboring properties. Except for low-level pedestrian lighting with a height of less than eight (8) feet, all outdoor lighting shall be designed and located so that (i) the luminaire has an angle of cutoff less than seventy-six (76) degrees; (ii) a line drawn from the height of the luminaire, along the angle of cutoff, intersects the ground at a point within the Site; and (iii) the bare light bulb, lamp or light source is completely shielded from direct view at any point five feet above the ground on neighboring properties or streets.
29. Except for security lighting and wayfinding signs, all lighting, including internally illuminated signs, shall be turned off when the buildings are not in use.
30. Prior to issuance of a Certificate of Occupancy for any of the retail buildings in the MUOD Project, the overall photometric plan for the retail area shall undergo peer review by a consultant appointed by the Town, with all costs paid by the Developer.
31. The MUOD Project shall comply with the noise generation standards set forth in Section 3423 of the Zoning By-Law.
32. There shall be no construction activities producing off-site noise before 7:00 AM or after 6:00 PM Monday-Friday, or before 8:00 AM or after 5:00 PM on Saturdays and federal holidays. No construction activities shall occur on Sundays, except as permitted with advance notice and consent of the Building Inspector.
33. The Developer shall impose on each of its contractors a requirement that all construction trucks and heavy equipment serving the MUOD Project be directed to avoid local roads in trips to and from the MUOD Project. This limitation shall not apply to any trip originating or ending at a place of business within the Town of Sudbury where travel over local roads is necessary.

General Massing and Architecture

34. Outdoor seating areas shall be appropriately separated from streets and sidewalks by means of low fencing, bollards, plantings, or other similar measures.

35. Preliminary architectural elevations have been submitted for the retail component. Because these schematics are preliminary and are subject to refinement to meet tenant requirements, the Developer may submit refinements to these architectural elevations for administrative review by the Planning Board and the Design Review Board without requiring a public hearing, provided the retail component of the MUOD Project (i) retains overall core consistency with the architecture represented in these preliminary elevations, (ii) does not exceed any of the thresholds for Project Modification in Section 4750 of the MUOD Bylaw, and (iii) meets the following standards:
- a. Exterior walls for the MUOD Project shall use a combination of natural, architectural masonry and/or cementitious materials (including brick, glass, stone, stucco, exterior insulation and finishing system); however, standard scored or flat face block is disfavored.
 - b. Buildings shall be designed with common elements that contribute to an overall sense of cohesion within the MUOD Project. Structures shall relate harmoniously to the surrounding streetscape and to the scale and architecture of other retail buildings.
 - c. To avoid long unbroken expanses of wall, the architecture shall incorporate, as appropriate, design features providing horizontal and vertical relief including projections, building jogs, elements of transparency or windows, architectural detailing, and/or changes in surface materials, all of which attempt to instill a feeling of smaller, separate buildings. The design of public entrance ways shall incorporate architectural features and elements to emphasize the primary entrance locations and interrupt long stretches of building façade.
 - d. Sufficient clearance shall be maintained for safe and efficient public access along sidewalks, access drives, and roadways.
 - e. Exposed storage areas, exposed machinery or electric installations, common service areas, loading areas, utility structures, trash/recycling areas and other elements of the MUOD Project infrastructure shall include reasonable visual mitigation measures, such as screen plantings, buffer strips, impermeable fencing, and other screening methods necessary to assure an attractive visual environment.
36. Architectural elevations of the assisted living/memory care facility are approved as shown on the plans entitled “Conceptual Design for Bridges at Sudbury, 526 and 528 Boston Post Road, Sudbury MA 01776” prepared by JSA Architects, Interiors, Planners, dated 5/17/16, consisting of Sheet A1.0, Cover Sheet; Sheet A1.1, Overall Elevations; Sheet A1.2, Enlarged Elevations; Sheet A1.3, Enlarged Elevations – Exterior Materials; and Sheet A1.4, Exterior Finish Materials – Perspective.
37. Architectural elevations of the age-restricted condominiums are approved as shown on the plans entitled “Conceptual Plan Set for Proposed Active Adult Residential: Meadow Walk Sudbury, 526 and 528 Boston Post Road, Sudbury, MA 01776” prepared by Civil Design Group, LLC, dated 4/15/2016 (last revised 5/12/16), consisting of Sheet 1, Cover

Sheet; Sheet 2, Layout Plan; Sheet 3, Layout Plan with Elevation Views; Sheet 4, Townhome Elevations; Sheet 5, Townhome Rendering; Sheet 6, Garden Building Elevation.

General Project Conditions

38. All infrastructure, roadways, lighting, and utilities within the MUOD Project shall be constructed, operated, and privately maintained by the Developer at its sole expense. The Town shall have no responsibility for such improvements unless otherwise specifically agreed upon. The Developer shall reasonably cooperate with the Town to provide necessary municipal easements over such improvements.
39. To the extent any signage is proposed for the MUOD Project, such signage shall comply with Section 4790A of the MUOD, and the Developer shall submit any comprehensive signage program to the Planning Board for review in accordance with Section 4793A of the MUOD.
40. All signage within the MUOD Project shall be maintained in good order by the Developer.
41. The Developer shall construct, maintain, and program public use areas as generally shown on the Master Development Plan. Such areas are important elements of the MUOD Project, and provide substantial public benefit to Sudbury residents and visitors. The Developer shall solicit and consider the desires of Sudbury residents in use and programming of the public use areas. The Developer shall ensure that the general public has adequate rights to allow for non-exclusive passive recreational use of those portions of the Site designed and intended for use as open space open to the public on the Master Plan, subject to Developer's rules and regulations to protect the use and enjoyment of the Site by the Developer and those claiming by, through and under the Developer, including residents of the Project. Without limitation of the discretion of the Developer, any rule and regulation limiting the times of, the manner in which or the persons who may use the open space shall be treated as reasonable for all purposes.
42. Prior to the issuance of each building permit for a building within the MUOD Project, the Developer shall have submitted to the Building Inspector and the Director of Planning and Community Development, for administrative review and approval, a schedule of hours of operation and operational protocol (including designated delivery area(s), snow removal/storage plan, landscape maintenance, and parking lot sweeping schedule) for the applicable components(s) of the MUOD Project ("O&M Program").
43. The Developer shall be responsible for maintaining, in a manner consistent with other first-class commercial developments, all open space and landscaped areas within the MUOD Project designated on the Master Plan. All maintenance activities shall be performed in conformance with the O&M Program.

44. As part of its common area maintenance, the Developer, subject to the consent of the Town or MassDOT, as applicable, shall provide regular, on-foot cleanup of the area along the Project's Boston Post Road/Route 20 frontage.
45. Throughout the performance of the construction of the Project, the Developer shall keep the MUOD Project free from undue accumulation of waste materials or rubbish, and shall implement an appropriate dust control program.
46. The Developer shall install and maintain a vegetated buffer in accordance with the Landscape Plan submitted for the MUOD Project, except as may be modified by the Planning Board.
47. Results of the peer review of contamination shall be submitted to the Board of Health. All remediation shall be conducted in full accordance with applicable regulations and oversight provided by a Licensed Site Professional. Progress of the remediation shall be reported to the Board of Health so that the public can be adequately informed as to the status.
48. The Developer has an obligation to pay for outside consultants contracted by the Town to review items, including but not limited to, site plans and stormwater management plans submitted for conformance review on the age-restricted housing, assisted/memory care and village retail components of the Master Plan, and inspection of sewer mains and lines during installation, which is memorialized in the Development Agreement executed by the Board of Selectmen and the Developer for the MUOD Project. These funds shall be held in escrow by the Planning Board for this purpose, and any funds remaining after completion of the plan reviews and inspections shall be returned to the Developer.
49. The use of any construction trailers at the Site shall be subject to the following conditions:
 - a. Trailers shall be set back from Boston Post Road at least 200 feet.
 - b. Trailers shall not obstruct visibility of traffic flow on or adjacent to the Site.
 - c. Trailers shall be removed at the completion of construction.
50. The assisted living/memory care facility shall submit information to the Board of Health regarding operating as a Closed Point of Dispensing (POD) site under emergency management provisions prior to occupancy of the facility. Closed POD's adequately provide vaccinations to their populations in crisis situations.
51. Within 45 days of the sale of the Site, or any portion of the Site, the contact information of the new owner and/or maintenance operator shall be provided in writing to the Sudbury Planning Board.
52. Prior to the granting of a final Certificate of Occupancy for any component of the MUOD Project, the Developer shall submit an "as built" plan for that component. Any material deviation from the approved Plan, including changes in the location or design of

structures or systems, will require modification of the Project by the Planning Board in accordance with Section 4570 of the MUOD, as applicable.

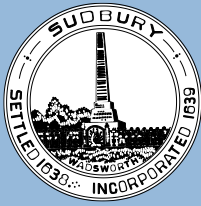
53. The Developer has provided a preliminary schedule of anticipated construction milestones, a copy of which is on file with the Office of Planning and Community Development. To the extent the Developer becomes aware of conditions or circumstances that would materially vary construction in accordance with this preliminary schedule, the Developer shall notify the Director of Planning and Community Development of such circumstances or conditions.
54. Performance Bond - The Town acknowledges that certain improvements and conditions as may have been recommended herein, may not be fully completed or satisfied at the time of the issuance of the final occupancy permit (due to weather conditions, local, state or federal approvals or other matters beyond the Developer's control). In addition, certain conditions may be ongoing requirements which are unable to be satisfied prior to the issuance of a final occupancy permit. In those instances when conditions requiring construction of an improvement are not so satisfied prior to the issuance of the final occupancy permit, the Town shall determine the amount and nature of a bond or other adequate security to ensure completion of those conditions, and the Building Inspector, upon notification that such bond or security is satisfactory to the Town, shall issue the occupancy permit.

These recommended conditions shall be of no force or effect unless approved in connection with the Master Development Plan by Town Meeting. In accordance with Section 4742 of the MUOD, approval of the Master Development Plan at Town Meeting shall serve to ratify this Conformance Recommendation and the recommended conditions, limitations, and safeguards contained herein. This Conformance Recommendation shall lapse if a substantial use or construction has not begun, except for good cause, within five (5) years following the date the Master Development Plan is approved at Town Meeting.

We welcome the Board of Selectmen's thoughts and comments, and look forward to working with you in the coming weeks in preparation for the Special Town Meeting to be held on June 13, 2016.

Very truly yours,

Peter Abair, Chairman
On behalf of the Town of Sudbury Planning Board



SUDBURY BOARD OF SELECTMEN
Tuesday, June 7, 2016

MISCELLANEOUS (UNTIMED)
4: National Development agreement

REQUESTOR SECTION

Date of request:

Requestor: Chair Iuliano

Formal Title: Discussion and possible vote to sign Development Agreement between BPR Sudbury Development LLC and the Town of Sudbury.

Recommendations/Suggested Motion/Vote: Discussion and possible vote to sign Development Agreement between BPR Sudbury Development LLC and the Town of Sudbury.

Background Information:
Attached?

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM

DEVELOPMENT AGREEMENT

Town of Sudbury and BPR Sudbury Development LLC

What is a Development Agreement?

- A development agreement is a contract between a municipality and a person or entity that has ownership or control of a property within the municipality's jurisdiction. A development agreement is not needed for all projects, but one may be written when a project is particularly large, transformational in nature, and/or requires significant mitigation.
- *Understanding & Crafting Development Agreements in Massachusetts, May 21, 2013, Edward J Collins Center for Public Management at UMass Boston

Why have a Development Agreement?

- Due both to the nature of the project and our town bylaws:
- Zoning Bylaw 4761. Development Agreement. A MUOD Project shall mitigate the impacts of the development to the satisfaction of the Town. The Proponent's mitigation and other general project commitments shall be memorialized in a Development Agreement entered into between the Proponent and the Board of Selectmen, which shall be submitted in recordable form binding upon the Proponent. No building permit shall be issued for any phase or portion of the MUOD Project requiring approval under Section 4700 until the Development Agreement has been executed.

Who was on the Negotiation Team?

- Melissa Rodrigues, Town Manager
- Robert Haarde, Selectman
- Chris Morely, Planning Board
- Jody Kablack, Director of Planning and Community Development
- Barbara Saint Andre, Town Counsel

Who signs the Development Agreement?

- The Development Agreement is signed by the Board of Selectmen and BPR Sudbury Development LLC

What is in the Agreement?

- Begins by defining the project as it has been discussed at Town meetings.
- The agreement indicates that the Board and the Developer are cooperating by presenting certain warrant articles to Town Meeting in furtherance of the project.



The Agreement (contd.)

- Incorporates a Conformance Recommendation that is issued by the Planning Board and is binding upon the Developer.
- The Planning Board's Conformance Recommendation may include reasonable conditions, limitations, and safeguards concerning adequacy of (i) utilities, wastewater disposal, and stormwater drainage, (ii) pedestrian accommodations and traffic improvements, (iii) parking and circulation, (iv) fire and service equipment access, (v) lighting and noise protections, and (vi) general massing and architecture.
- Planning Board plans to vote on conformance agreement on June 8.

The Agreement (contd.)

- Traffic mitigation
- The Developer agrees to complete at its expense approximately \$2,000,000 in traffic design and improvements.
 - Specific traffic improvements laid out in conformance agreement.

The Agreement (contd.)

- Community Benefit
 - Estimated gross tax revenue in excess of \$1.7 million annually
 - Net revenues in the range of \$571,500 to \$694,400 annually.

The Agreement (contd.)

- To contribute further to the Town, the Developer agreed to:
- Convey for \$1 a portion of land to be used to accommodate a potential future fire station
- Developer also agrees to allow future fire station to
 - Discharge its wastewater into Developer's on site wastewater treatment plant
 - Discharge its stormwater into the Developer's stormwater system
 - And to maintain landscaping of fire station



The Agreement (contd.)

- To contribute further to the Town, the Developer agreed to the following one time monetary contributions:
 - \$500,000 to Recreational fields
 - \$850,000 to Public Safety
 - \$100,000 to the Senior Center for transportation needs
 - \$850,000 to provide for School and other municipal technology.
 - \$80,000 toward the design of the Future Fire Station
 - \$15,000 toward the implementation of a section of sidewalk along Boston Post Road
 - \$100,000 to offset any fiscal mitigation or off-site mitigation deems necessary by the Zoning Board of Appeals
 - **Total Financial Mitigation: \$2,495,000**

The Agreement (contd.)

The Town would agree to reasonably cooperate in the conversion of Avalon Sudbury to a 40B Local Initiative Program

What is a Local Initiative Program?

- A state housing program that provides technical assistance rather than financial assistance.
- Signed by the Board of Selectmen.
- Greater control in monitoring the units.
- LIP restrictions are perpetual.
- LIP regulations and guidelines address those program components that must be reviewed and approved by DHCD-- e.g., incomes of households served, fair marketing, profit limitation and establishing long-term affordability for the units which are built.
- Regulatory Agreement

What did we rely on to get here?

- We relied on many different factors in negotiating this development agreement
 - Past agreements reached in the state
 - Specifically those that were reached with these Developers.
 - Our consultants peer review information gathered by the developer's consultants to let us know what burdens need to be mitigated.

What is next?

- Board of Selectmen vote on agreement
- Planning Board issues Conformance Recommendation
- STM June 13

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into as of this 7th day of June 2016, by and between the Town of Sudbury (the "Town"), acting by and through its Board of Selectmen, and BPR Sudbury Development LLC, a Delaware limited liability company, acting only in its capacity as owner of the Site (as hereinafter defined) (the "Developer," and together with the Town, the "Parties").

This Agreement is entered into by the Parties in an effort to establish a framework to facilitate the redevelopment of an approximately 25 acre site (the "Site") located along Boston Post Road/Route 20, that is part of a larger approximately 50 acre site (the "Former Raytheon Property") formerly owned by the Raytheon Company ("Raytheon"). The Site is more particularly described and depicted on a certain plan of land entitled "Master Development Plan" (the "Master Plan") attached hereto and incorporated herein as Exhibit A.

Raytheon, formerly the Town's largest taxpayer, operated an office/research and development complex at the Former Raytheon Property for more than fifty years, providing numerous fiscal, employment, and other benefits to the Town. In December 2015, as part of its planned phased withdrawal from the Former Raytheon Property, Raytheon sold the Former Raytheon Property to the Developer. Raytheon's withdrawal from the Former Raytheon Property represents a significant loss to the Town but also presents opportunities. The Parties recognize that a coordinated, comprehensive, and expeditious approach to redevelopment of the Former Raytheon Property is mutually beneficial and desirable in that it represents a unique opportunity to fulfill several Town needs and goals. It is anticipated that the substantial private investment to be made in a mixed-use redevelopment of the Site would, among other things, restore a significant and reliable source of municipal tax revenue to the Town; serve as a model and catalyst for the future economic development of the Route 20 corridor, an important Town planning objective; and generate new jobs and revenues while providing desirable amenities to the community.

In response to the Town's interest in realizing a mixed-use redevelopment of the Former Raytheon Property, the Developer has proposed to construct a multi-phase development at the Site generally consisting of approximately sixty units of age-restricted, active-adult housing (the "Age-Restricted Housing Component"); up to fifty-four beds within an assisted living/memory care facility; approximately 80,000 square feet of retail, restaurant, and convenience uses (the "Retail Component"), which Retail Component includes an approximately 45,000 square foot grocery store; and accessory parking and related site improvements (collectively, the "Project"). The Project accomplishes several key redevelopment goals of the Board of Selectmen and the Planning Board as articulated in a letter to Raytheon dated February 25, 2015. The Site is currently zoned Limited Industrial District ("LID"), with a small portion zoned as residential. Under current zoning by-laws, the proposed Project would not be allowed. In particular, nursing or convalescent home and assisted care facility, personal service establishment, restaurant, ATMs, kiosks, and residential care facility are among the uses not presently allowed in the LID.

The Project will be complemented by the construction of a multifamily affordable housing residential project on an adjoining approximately 17 acre portion of the Former Raytheon Property, consisting of a two-hundred-and-fifty unit rental housing community to be developed

by Sudbury Avalon, Inc., for which an application for a comprehensive permit has been filed under M.G.L. Chapter 40B (“Avalon Sudbury”). The comprehensive permit application is currently under review by the Sudbury Zoning Board of Appeals (“ZBA”), which, at the close of the public hearing, is expected to issue a comprehensive permit for Avalon Sudbury. While Avalon Sudbury is not subject to the Master Plan and is therefore not a part of the “Project” under this Agreement, Avalon Sudbury’s relevant impacts have been considered in the assessment of the Project, its impact on the Site and surroundings (e.g., traffic, stormwater management and fiscal impacts), and with respect to the community benefits agreed upon by the Developer under Section 4.2 of this Agreement.

In order to facilitate the Project, the Parties wish to cooperate to present certain warrant articles to a town meeting in furtherance of the Project, including, without limitation, (i) the adoption of a new zoning by-law to govern the Site, entitled, “Section 4700. Mixed Use Overlay District” (“MUOD”); (ii) the approval of the Master Plan; and (iii) the authorization of the Board of Selectmen to accept the conveyance of certain land and easements to the Town, and, if necessary, to convey easements to the Developer (collectively, the “Town Meeting Articles”). The Board of Selectmen and the Planning Board are willing to cooperate with the Developer in support of the Town Meeting Articles, the Project and Avalon Sudbury subject to the terms and restrictions set forth in this Agreement and the completion of the Developer’s obligations, and the Developer is willing to impose such restrictions and undertake and complete such obligations, as set forth in this Agreement.

The Parties wish to enter into this Agreement to memorialize their mutual understandings, commitments, and agreements regarding the Project.

1. GENERAL

- 1.1 The Developer shall comply with applicable rules, regulations and by-laws of the Town, the Commonwealth of Massachusetts, and federal agencies as they apply to the construction, maintenance and operation of the Project, including, without limitation, compliance with the Wetlands Protection Act, the Massachusetts Environmental Policy Act (MEPA), and the State Building Code.
- 1.2 The applicable terms of this Agreement shall be incorporated by reference in the Conformance Recommendation issued by the Planning Board for the Project as authorized by the adoption of the MUOD by Town Meeting, and shall be binding upon the Developer and any successor in interest to the Project (or component thereof), as provided in Section 5.3 of this Agreement. Any non-monetary violation hereof may be treated as a violation enforceable by the Building Inspector following notice and opportunity to cure.

2. TRAFFIC MITIGATION

- 2.1 The Developer agrees to complete, at its sole cost and expense, the traffic and pedestrian improvements specified in the Conformance Recommendation. The total cost for the design and construction of these improvements is estimated to be approximately \$2,000,000. The design of these improvements has been reviewed by an independent traffic engineer hired by the Town to ensure the adequacy of these improvements to

provide for safe travel by residents, employees and visitors of the Project and Avalon Sudbury while also enhancing safe traffic movement to adjoining properties and along the Route 20 corridor. In addition, the Developer agrees to implement the Traffic Demand Management program specified in the Conformance Recommendation.

3. CONFORMANCE RECOMMENDATION

3.1 Pursuant to Section 4742 of the MUOD, the Master Development Plan for the MUOD Project must receive a Conformance Recommendation from the Planning Board in order to be approved by Town Meeting, which may include conditions, limitations, and safeguards. Developer agrees to comply with the Planning Board's Conformance Recommendation in connection with the MUOD Project, including all conditions, limitations and safeguards set forth therein, and said Conformance Recommendation is incorporated herein by reference as if it were set forth herein.

4. COMMUNITY BENEFITS

Upon completion and full occupancy, the Project is anticipated to generate estimated gross tax revenues in excess of \$1,700,000 annually with anticipated net revenues in the range of \$571,500 (per Town's fiscal peer review) to \$694,400 (per Developer's financial analysis) annually, after covering projected municipal service costs associated directly and indirectly with the Project and Avalon Sudbury, including fire, police, schools, public works, inspectional services, health department, ambulance, and other costs. To contribute further to the Town's fiscal well-being above and beyond the projected significant annual tax revenue generated from the Project, Developer agrees to take the following measures:

4.1. Within ninety days of issuance of the first certificate of occupancy for the Retail Component of the Project (unless such period is extended for good cause with the agreement of the parties), Developer shall convey to Town for consideration of \$1.00 a parcel of land shown as "Lot 6" on the plan attached hereto as **Exhibit B** (land area of approximately 8,000 square feet of commercial property along with accompanying easements is estimated by Developer to be worth approximately \$200,000) for general municipal purposes, to accommodate the construction of a potential future fire station in place of the existing fire station on the adjacent Town land ("Future Fire Station"). To facilitate this land conveyance for the Future Fire Station, the Town agrees to cooperate, to the extent permissible by law, in obtaining any necessary modification to the permits and approvals obtained in order to construct and operate the Project. The Developer and the Town further agree to cooperate in granting one another all necessary right-of-way easements over the ways and parking lots shown on said plan for access/egress and utilities to and from a Future Fire Station and the Project. Developer also agrees, subject to (i) the approval by MassDEP of an expansion of the existing on-site wastewater treatment plant on the Former Raytheon Property ("WWTP") and (ii) all applicable regulations, to allow a Future Fire Station to discharge its waste water into the WWTP, and to provide connections and easements for such wastewater discharge at no cost to the Town (the value of such sewer rights estimated at approximately \$25,000). Developer also agrees to allow a Future Fire Station to discharge its storm water into the Developer's storm water system, and to provide connections and easements for such storm water discharge at no cost to the Town

(the value of stormwater rights and easements estimated at \$25,000). Developer also agrees to perform periodic landscape maintenance surrounding a Future Fire Station in conjunction with their maintenance of the Project (the value of this landscape maintenance is estimated at approximately \$10,000 annually).

- 4.2 Developer agrees to make the following additional one-time fiscal contributions to the Town to advance the interests of the Town and to enhance Town resources; the payments set forth below shall be tendered by the Developer to the Town in accordance with the payment schedule set forth at **Exhibit C** attached hereto:
- a. Developer agrees to make a contribution of \$500,000 to the Town for the maintenance, construction, and reconstruction of fields for recreational use, said funds to be expended either for existing fields or toward the construction of new fields in its sole discretion.
 - b. Developer agrees to make a contribution of \$850,000 to the Town for public safety purposes, to be used by the Town in its sole discretion.
 - c. Developer agrees to make a contribution of \$100,000 to the Town for the Senior Center to provide for senior citizen transportation needs, to be used by the Town in its sole discretion.
 - d. Developer agrees to make a contribution of \$850,000 to the Town to provide for improved technology for the Town's schools and/or other municipal buildings, to be used by the Town in its sole discretion.
 - e. Developer agrees to make a contribution of \$80,000 towards the design of the Future Fire Station, to be used by the Town in its sole discretion.
 - f. Developer agrees to make a contribution of \$15,000 towards the implementation of a section of sidewalk along Boston Post Road from 501 Boston Post Road (CVS) to Nobscot Road, to be used by the Town in its sole discretion.
 - g. Developer agrees to make a contribution of \$100,000 to fund any fiscal mitigation requirements or off-site mitigation obligations that may be imposed as lawful conditions of a comprehensive permit issued by the ZBA for Avalon Sudbury. To the extent the comprehensive permit does not require any or all funds from this contribution be used to satisfy fiscal requirements, such unallocated funds may be used for other municipal purposes as determined by the Board of Selectmen. To the extent the comprehensive permit imposes conditions on Avalon Sudbury that require fiscal mitigation payments or off-site mitigation obligations that exceed this contribution, such conditions shall be fully satisfied by the reallocation of funds from the other contributions set forth in this Section, as may be determined by the Selectmen, such that the total fiscal contributions due under this Agreement and as mitigation payments, if any, required under the comprehensive permit shall not exceed \$2,495,000, the aggregate amount of the contributions agreed to in this section.

5. MISCELLANEOUS

5.1 Reimbursement of Town Review Fees

Prior to issuance of the first Certificate of Occupancy for the Project, the Developer agrees to reimburse the Town for its reasonable legal fees in connection with any review or advice related to the Town Meeting Articles, this Agreement, and the construction and permitting of the Project; and the costs of the special town meeting of June 13, 2016, at which the Town Meeting Articles will be considered. Upon approval of Town Meeting of the Town Meeting Articles, the Developer also agrees to make a payment of \$20,000 to pay for outside consultants contracted by the Town to review site plans and stormwater management plans submitted for Conformance Review on the age-restricted housing, assisted/memory care and village retail components of the Master Plan. These funds shall be held in escrow by the Planning Board for this purpose, and any funds remaining after completion of the plan reviews shall be returned to the Developer

5.2 Forbearance from Suit

The Parties shall forego any actions at law or equity attempting to contest the validity or prevent the enforceability of any provision(s) of this Agreement, and the Developer shall procure written acknowledgment that such forbearance shall bind any successor or assign. Such forbearance shall not preclude any Party from bringing any action for breach of contract on the part of the other Party or acts of intentional misconduct with respect to matters contemplated herein.

5.3 Successors and Assigns

The Parties agree that the Developer may subdivide the Site (including through the creation of one or more condominiums or long term ground leases) and may transfer all or any subdivided portion of the Site to another entity (each a "New Entity"), subject to the Developer's and any New Entity's acknowledgement that:

- (a) This Agreement shall run with title to each subdivided portion of the Site and shall be binding upon the Developer insofar as it is the owner of the Site, and each of its successors or assigns as to the obligations which arise under this Agreement during their respective periods of ownership of the Site and/or their respective subdivided portion(s) thereof, provided that each predecessor-in-title shall be forever released from this Agreement upon procuring a written acknowledgment from its immediate successor, addressed to the Town, acknowledging and agreeing that such successor-in-title is bound by the terms of this Agreement and that this Agreement shall be enforceable against such successor by the Board of Selectmen with respect to such successor's subdivided portion(s) of the Site; and
- (b) The obligations created hereunder shall not be treated as assumed by any New Entity until such notice is delivered to the Town.

5.4 Notices

Notices, when required hereunder, shall be deemed sufficient if sent registered mail to the Parties at the following addresses:

Town: Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776
Attn: Town Manager

Developer: BPR Development LLC
c/o National Development
2319 Washington Street
Newton Lower Falls, MA 02462

with a copy to:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110-3333
Attn: Peter L. Tamm, Esq.

5.5 Force Majeure

The Developer shall not be considered to be in breach of this Agreement for so long as the Developer is unable to complete any work or take any action required hereunder due to a *force majeure* event or other events beyond the reasonable control of the Developer.

5.6 Default; Opportunity to Cure

Failure by either Party to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until the defaulting Party fails to commence to cure, correct or remedy such failure within fifteen days of receipt of written notice of such failure from the other Party and thereafter fails to complete such cure, correction, or remedy within sixty days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such sixty-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Party exercises due diligence in the remedying of such default. Notwithstanding the foregoing, the Developer shall cure any monetary default hereunder within thirty days following the receipt of written notice of such default from the Town. No default hereunder by the owner (whether the Developer or a New Entity) of any subdivided portion of the Site shall be deemed to be a default by any other owner (whether the Developer or a New Entity) of any other subdivided portion of the Site.

5.7 Limitations on Liability

The obligations of the Developer or any New Entity do not constitute personal obligations of their members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The Town shall not seek recourse against

any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. The liability of the Developer or a New Entity is in all cases limited to their interest in the Site or subdivided portion thereof at the time such liability is incurred and shall not extend to any other portion of the Site for which another party has assumed responsibility pursuant to Section 5.3 hereof. In the event that all or any portion of the Site is subjected to a condominium regime or a long term ground lease, the condominium association or the ground lessee, as applicable, shall be deemed to be the owner/New Entity of the affected portion of the Site.

5.8 Estoppels

Each Party agrees, from time to time, upon not less than twenty-one days' prior written request from the other, to execute, acknowledge and deliver a statement in writing certifying (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, setting them forth in reasonable detail); (ii) that the party delivering such statement has no defenses, offsets or counterclaims against its obligations to perform its covenants hereunder (or if there are any of the foregoing, setting them forth in reasonable detail); (iii) that there are no uncured defaults of either party under this Agreement (or, if there are any defaults, setting them forth in reasonable detail); and (iv) any other information reasonably requested by the party seeking such statement. If the Party delivering an estoppel certificate is unable to verify compliance by the other Party with certain provisions hereof despite the use of due diligence, it shall so state with specificity in the estoppel certificate, and deliver an updated estoppels certificate as to such provisions as soon thereafter as practicable. Any such statement delivered pursuant to this Section 5.8 shall be in a form reasonably acceptable to, and may be relied upon by any, actual or prospective purchaser, tenant, mortgagee or other party having an interest in the Project. The Town Manager is hereby authorized to execute and deliver any such estoppel certificate on behalf of the Board of Selectmen.

5.9 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, then the remaining terms, covenants, conditions and provisions of this Agreement and their application to other persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the Parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the Parties. The Parties hereby consent to jurisdiction of the courts of the Commonwealth of Massachusetts sitting in the County of Middlesex.

5.10 Entire Agreement; Amendments

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any prior agreements, discussions or understandings of the Parties and their respective agents and representatives. This Agreement may not be amended, altered or

modified except by an instrument in writing and signed by the Parties hereto. Amendments to the terms of this Agreement may be agreed to on behalf of the Town by its Board of Selectmen.

5.11 Interpretation

Capitalized terms used but not defined herein shall have the meanings assigned to them under the Town of Sudbury Zoning By-Law (Article IX).

5.12 Cooperation

The Parties agree to work cooperatively, on a going-forward basis, to execute and deliver documents, and take such other actions, whether or not explicitly set forth herein, that may be necessary in connection with the development of the Project or the implementation of the goals and objectives of this Agreement.

In connection with Avalon Sudbury, upon issuance of a comprehensive permit by the ZBA, and if requested by the Developer, the Town, acting through its Board of Selectmen, agrees to reasonably cooperate in the conversion of Avalon Sudbury to a so-called Local Initiative Program (“LIP”) project by signing a LIP application with Massachusetts Department of Housing and Community Development (“DHCD”) consistent with Avalon Sudbury as approved in the comprehensive permit within thirty days of receipt from the Developer of a complete LIP application. The conversion to a LIP shall be subject to the approval of the ZBA of the conversion to a LIP as an insubstantial change or the conversion is deemed an insubstantial change pursuant to 760 CMR 56.05(11). The Town shall not require any further mitigation or payments of any kind from the Developer in connection therewith. The Town further covenants and agrees to cooperate with the Developer as it takes whatever further steps as may be reasonably necessary to cause the LIP application to be finally approved by DHCD for Avalon Sudbury as approved in the comprehensive permit.

5.13 Compliance

The Developer acknowledges and agrees that the Town, operating through its officers and employees and upon notice to the Developer, shall have the right to enter the Site as reasonably necessary to inspect to confirm compliance with the terms of this Agreement.

5.14 Counterparts; Signatures

This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

5.15 Record Notice

A notice of this Agreement in a form reasonably acceptable to the Developer may be recorded with the Middlesex (South) Registry of Deeds.

5.16 No Third-Party Beneficiaries

Notwithstanding anything to the contrary in this Agreement, the Parties do not intend for any third party to be benefitted hereby.

5.17 Effectiveness; Term

In accordance with Section 4765 of the MUOD, nothing in this Agreement shall be construed to require the Developer to construct or complete all or any portion of the MUOD Project. If, but only if, the Developer decides to undertake the MUOD Project, this Agreement shall not become effective until the applicable Town Meeting Articles are approved or deemed approved, substantially in the form submitted for Town Meeting vote, by the Attorney General's Office of the Commonwealth of Massachusetts in accordance with M.G.L. c. 40, §§ 32, 32A and M.G.L. c. 40A, § 5, the date on which this Agreement becomes effective being referred to as the "Effective Date". The terms of this Agreement may be incorporated into any permit or approval, including the Conformance Recommendation, issued by the Planning Board for the MUOD. The development of the Site is limited to the Project as proposed; any modification or extension of the Project, other than de minimus changes, shall require an amendment to this Agreement.

EXECUTED under seal as of the date and year first above written,

TOWN OF SUDBURY BOARD OF SELECTMEN

By: _____

Name:

Its:

Hereunto Duly Authorized

BPR SUDBURY DEVELOPMENT LLC,
a Delaware limited liability company

By: _____

Name:

Its:

Hereunto Duly Authorized

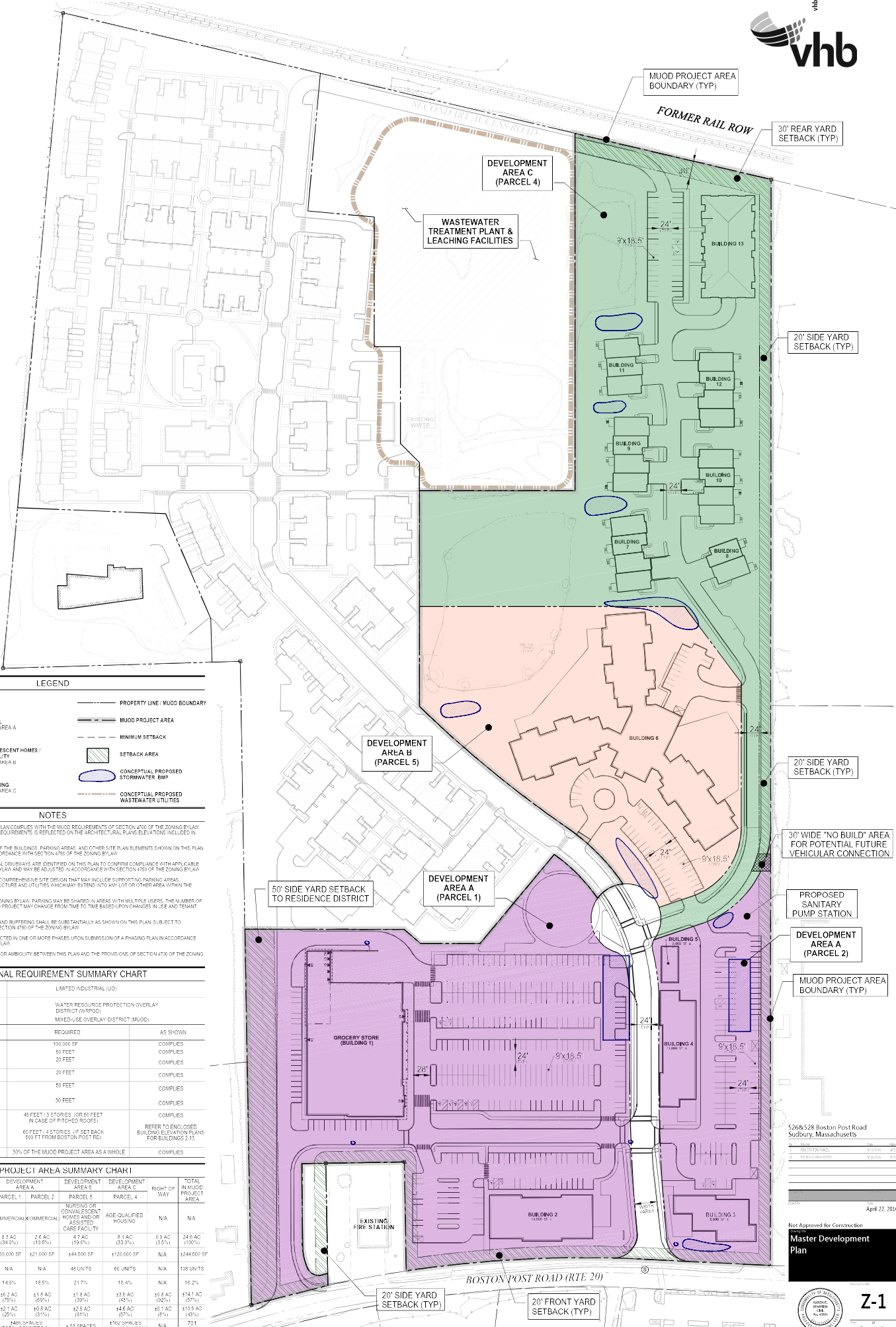
LIST OF EXHIBITS

Exhibit A – Master Plan

Exhibit B – Land/Easement Conveyance Plan for Future Fire Station

Exhibit C – Schedule of Payments

EXHIBIT A
Master Plan



LEGEND

RETAIL / COMMERCIAL DEVELOPMENT AREA A (BUILDINGS 1-5)	PROPERTY LINE / MUOD BOUNDARY
NURSING OR CONVALESCENT HOMES / ASSISTED CARE FACILITY (BUILDINGS 6-8)	MUOD PROJECT AREA
AGE QUALIFIED HOUSING DEVELOPMENT AREA C (BUILDINGS 9-13)	MINIMUM SETBACK
CONCEPTUAL PROPOSED STORMWATER BMP	SETBACK AREA
CONCEPTUAL PROPOSED WASTEWATER UTILITIES	EXISTING WATER

- NOTES**
- 1) THE MUOD PROJECT SHOWN ON THIS PLAN COMPLIES WITH THE MUOD REQUIREMENTS OF SECTION 4700 OF THE ZONING BYLAW COMPLIANCE WITH MAXIMUM HEIGHT REQUIREMENTS IS REFLECTED ON THE ARCHITECTURAL PLANS. ELEVATIONS INCLUDED IN THE MUOD PROJECT'S SUBMISSION.
 - 2) THE LOCATION AND CONFIGURATION OF THE BUILDINGS, PARKING AREAS, AND OTHER SITE PLAN ELEMENTS SHOWN ON THIS PLAN ARE SUBJECT TO ADJUSTMENT IN ACCORDANCE WITH SECTION 4750 OF THE ZONING BYLAW.
 - 3) DIMENSIONS OF PARKING AND INTERNAL DRIVEWAYS ARE IDENTIFIED ON THIS PLAN TO CONFIRM COMPLIANCE WITH APPLICABLE DESIGN STANDARDS OF THE ZONING BYLAW AND MAY BE ADJUSTED IN ACCORDANCE WITH SECTION 4750 OF THE ZONING BYLAW.
 - 4) THE MUOD PROJECT PROVIDES FOR A COMPREHENSIVE SITE DESIGN THAT MAY INCLUDE SUPPORTING PARKING AREAS, ACCESSWAYS, DRIVEWAYS, INFRASTRUCTURE AND UTILITIES WHICH MAY EXTEND INTO ANY LOT OR OTHER AREA WITHIN THE MUOD.
 - 5) PURSUANT TO SECTION 4700 OF THE ZONING BYLAW, PARKING MAY BE SHARED IN AREAS WITH MULTIPLE USERS. THE NUMBER OF SPACES CONTAINED WITHIN THE MUOD PROJECT MAY CHANGE FROM TIME TO TIME BASED UPON CHANGES IN USE AND TENANT REQUIREMENTS.
 - 6) PARKING LOT LANDSCAPING, LAYOUT, AND BUFFERING SHALL BE SUBSTANTIALLY AS SHOWN ON THIS PLAN, SUBJECT TO ADJUSTMENT IN ACCORDANCE WITH SECTION 4750 OF THE ZONING BYLAW.
 - 7) THE MUOD PROJECT MAY BE CONSTRUCTED IN ONE OR MORE PHASES UPON SUBMISSION OF A PHASING PLAN IN ACCORDANCE WITH SECTION 4750 OF THE ZONING BYLAW.
 - 8) IN THE EVENT OF ANY INCONSISTENCY OR AMBIGUITY BETWEEN THIS PLAN AND THE PROVISIONS OF SECTION 4700 OF THE ZONING BYLAW, THIS PLAN SHALL GOVERN.

DIMENSIONAL REQUIREMENT SUMMARY CHART

ZONING DISTRICT	LIMITED INDUSTRIAL (LID)
OVERLAY DISTRICT(S)	WATER RESOURCE PROTECTION OVERLAY DISTRICT (WRPOD) MIXED-USE OVERLAY DISTRICT (MUOD)
MUOD REQUIREMENTS	REQUIRED AS SHOWN
MUOD PROJECT AREA	150,000 SF
FROTTAGE	50 FEET
MINIMUM FRONT YARD SETBACK	20 FEET
MINIMUM SIDE YARD SETBACK	20 FEET
MINIMUM SIDE YARD SETBACK TO RESIDENCE DISTRICT	50 FEET
MINIMUM REAR YARD SETBACK	30 FEET
MAXIMUM BUILDING HEIGHT	45 FEET / 3 STORIES (OR 50 FEET IN CASE OF PITCHED ROOFS)
	60 FEET / 4 STORIES (IF SET BACK 500 FT FROM BOSTON POST RD)
MAXIMUM BUILDING COVERAGE	30% OF THE MUOD PROJECT AREA AS A WHOLE

MUOD PROJECT AREA SUMMARY CHART

DEVELOPMENT AREA	DEVELOPMENT AREAS				RIGHT OF WAY	TOTAL IN MUOD PROJECT AREA
	PARCEL 1	PARCEL 2	PARCEL 4	PARCEL 5		
LAND USE	COMMERCIAL/COMMERCIAL	COMMERCIAL/COMMERCIAL	NURSING OR CONVALESCENT HOMES AND/OR ASSISTED CARE FACILITY	AGE QUALIFIED HOUSING	N/A	N/A
LAND AREA* (TOTAL ACRES (% OF TOTAL))	8.3 AC (34.3%)	2.6 AC (10.5%)	4.7 AC (19.6%)	8.1 AC (33.3%)	0.9 AC (3.5%)	24.6 AC (100%)
TOTAL BUILDING SQUARE FOOTAGE	250,000 SF	221,000 SF	144,000 SF	1120,000 SF	N/A	2,644,000 SF
UNIT COUNT FOR RESIDENTIAL	N/A	N/A	48 UNITS	60 UNITS	N/A	108 UNITS
BUILDING COVERAGE (% OF DEVELOPMENT PARCEL)	14.9%	19.5%	21.7%	16.4%	N/A	16.2%
IMPERVIOUS SURFACE AREA** (% OF DEVELOPMENT PARCEL)	16.2 AC (75%)	11.8 AC (65%)	11.8 AC (43%)	13.8 AC (102%)	10.8 AC (157%)	174.1 AC (157%)
PERVIOUS OPEN SPACE AREA (% OF DEVELOPMENT PARCEL)	42.7 AC (100%)	49.8 AC (187%)	42.5 AC (107%)	44.6 AC (107%)	40.1 AC (100%)	170.5 AC (143%)
NUMBER PARKING SPACES	1489 SPACES (TOTAL COMMERCIAL)	853 SPACES	1106 SPACES (INCL. 42 TANDEM)	N/A	701 SPACES	

* LAND AREA INCLUSIVE OF YARD SETBACK AREAS
** IMPERVIOUS COVERAGE IS EXCLUSIVE OF ANY ROUTE 20 WIDENING OR IMPROVEMENTS RELATED TO THE POTENTIAL FUTURE FIRE STATION EXPANSION

526&528 Boston Post Road
Sudbury, Massachusetts

DATE: April 22, 2016

Not Approved for Construction

Master Development Plan

Z-1

1 of 1

13125.00

EXHIBIT B

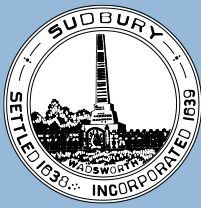
Land/Easement Conveyance Plan for Future Fire Station

EXHIBIT C

Schedule of Developer Contributions in Development Agreement¹

Sec.	Contribution Purpose	Amount	Timing
4.2.a	Contribution towards Development of Recreational Fields	\$500,000	<ul style="list-style-type: none"> • \$250,000 (50%) payable prior to issuance of first certificate of occupancy for building within the Retail Component of the Project; • \$250,000 (50%) payable prior to issuance of certificate of occupancy for the final building within the Retail Component of the Project.
4.2.b	Contribution towards Public Safety	\$850,000	<ul style="list-style-type: none"> • Payable prior to the issuance of first building permit within Avalon Sudbury.
4.2.c	Contribution to Senior Center	\$100,000	<ul style="list-style-type: none"> • Payable prior to issuance of first building permit for the Project.
4.2.d	Contribution towards Technology for Schools and/or Municipal Buildings	\$850,000	<ul style="list-style-type: none"> • \$425,000 (50%) payable prior to issuance of first building permit for the Age-Restricted Housing Component of the Project; • \$425,000 (50%) payable prior to the first certificate of occupancy for the Age-Restricted Housing Component of the Project.
4.2.e	Contribution towards Design of Future Fire Station	\$80,000	<ul style="list-style-type: none"> • Payable prior to issuance of first building permit within the Project.
4.2.f	Contribution towards Sidewalk from CVS to Nobscot Road	\$15,000	<ul style="list-style-type: none"> • Payable prior to issuance of first building permit within the Project.
4.2.g	Contribution to towards potential comprehensive permit fiscal requirements or other municipal purposes	\$100,000	<ul style="list-style-type: none"> • Payable upon issuance of first building permit for Avalon Sudbury

¹ Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Development Agreement. The payments noted in this exhibit are obligations required of the Developer in addition to and not in lieu of the actual tax revenue generated from the Project and the other non-monetary Developer commitments set forth in the Development Agreement, including those additional commitments made in furtherance of a Future Fire Station (i.e., land contribution, sewer/stormwater rights and ongoing obligation of landscape maintenance) and the Route 20 traffic improvements as described therein.



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

MISCELLANEOUS (UNTIMED)

5: Preparation for Special Town Meeting June 13

REQUESTOR SECTION

Date of request:

Requestor: Chair Iuliano

Formal Title: Preparation for Special Town Meeting June 13; discussion and possible vote on Special Town Meeting articles

Recommendations/Suggested Motion/Vote: Preparation for Special Town Meeting June 13; discussion and possible vote on Special Town Meeting articles

Background Information:
Attached warrant

Financial impact expected:

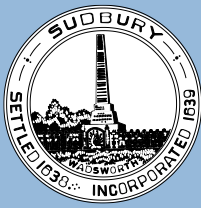
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



MISCELLANEOUS (UNTIMED)

6: Coolidge Residence Facility

REQUESTOR SECTION

Date of request:

Requestor: Melissa

Formal Title: Coolidge at Sudbury Phase 2, 40B Application for Project Eligibility: discussion and possible vote on comments to Department of Housing and Community Development. Jody Kablack, Director of Planning and Community Development, and Holly Grace, Senior Project Manager, B'nai B'rith to attend.

Recommendations/Suggested Motion/Vote: Coolidge at Sudbury Phase 2, 40B Application for Project Eligibility: discussion and possible vote on comments to Department of Housing and Community Development. Jody Kablack, Director of Planning and Community Development, and Holly Grace, Senior Project Manager, B'nai B'rith to attend.

Background Information:
attached

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Jody Kablack, Planning Director

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



Commonwealth of Massachusetts DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Komegay, Undersecretary

May 9, 2016

Patricia Brown
Board of Selectmen
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

Re: Chapter 40B Comprehensive Permit

Project Name:	The Coolidge at Sudbury Phase 2
Location:	187 Boston Post Road, Sudbury, MA
Number of Units:	56
Subsidizing Agency:	Department of Housing and Community Development
Applicant:	B'nai B'rith Housing

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2016 MAY 16 A 11:33

Dear Ms. Brown,

This will serve to notify you, pursuant to 760 CMR 31.01 (2) (d), that the above-named Applicant has applied to the above-named Subsidizing Agency under the Low Income Housing Tax Credit program for preliminary approval of the above-referenced project. The project is a rental project, with a total of 56 units, of which 56 (100%) are low income under 40B.

Enclosed please find a copy of the application for your review. The review period for comments ends 30 days from the date of this letter. Any comments will be considered prior to issuing a determination of Project Eligibility. Please address comments to:

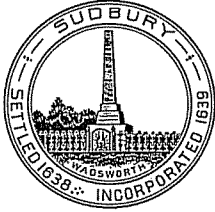
Catherine Racer, Associate Director
DHCD
100 Cambridge Street, 3rd Floor
Boston, MA 02114

If and when an application is made for a comprehensive permit, assistance is available to the Zoning Board of Appeals to review the permit application. The Massachusetts Housing Partnership's (MHP) Ch. 40B Technical Assistance Program administers grants to municipalities for up to \$10,000 to engage qualified third-party consultants to work with the ZBA in reviewing the Ch. 40B proposal. For more information about MHP's technical assistance grant visit MHP's web site, www.mhp.net or e-mail community@mhp.net.

If you have any questions regarding this letter, please feel free to call Michelle O'Meara at 617-573-1319.

Sincerely,

Catherine Racer
Associate Director



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

September 13, 2010

Nancy Andersen
Director of Rental Housing
Massachusetts Housing Finance Agency
One Beacon Street
Boston, MA 02108

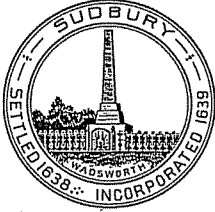
RE: MH # SA-10-004, The Coolidge at Sudbury, Sudbury, MA

Dear Ms. Andersen:

Thank you for your letter of August 11, 2010 and the opportunity to provide comments relative to the above project application. The Sudbury Board of Selectmen met with the applicant on September 7, 2010, and received an overview of the preliminary plan to construct 64 units of age restricted housing on a 6 acre parcel of land located on Boston Post Road. One member of the Board was also present at the site visit held with MassHousing on August 23, 2010. The Selectmen also received correspondence from various department heads on this development, which have been incorporated into the comments below.

Following the Board's meeting, the Board directed me to respond to your letter with the following comments and recommendations:

1. The Selectmen believe the location of this property is appropriate for a comprehensive permit. There are relatively few abutters who will be significantly impacted by the density of this development. It is close to commercial services and the downtown business area. It will provide 64 units of housing, most if not all of which will be affordable. B'nai B'rith is a taxable entity and the development will not drain constrained Town resources.
2. The Board requests that MassHousing require a market study be submitted during the Comprehensive Permit process to determine the demand for this type and price of housing in the region. It is in Sudbury's best interest to make sure the development is successful and addresses a documented need.
3. We also request that the unit mix be revisited, and the number of two bedroom units be increased. The market study may address this issue directly, however anecdotally, one bedroom units which are only 700 sq. ft. will not be attractive to senior households who move from homeownership into a rental development. As larger units are likely what will be desired by Sudbury residents, we feel that the developer should make this small accommodation.
4. The Town is in the process of designing a traffic signal at the corner of Landham Road and Boston Post Road. Easements and/or property takings may be necessary along the frontage of this property to construct the signal. The applicant should be expected to work with the Town on



Town of Sudbury

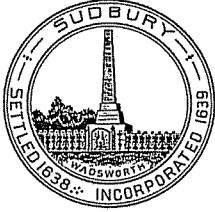
Office of Selectmen
www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

designing the intersection and abutting driveways, as these eventual improvements will benefit the residents of this development.

5. The Board requests that MassHousing require a traffic impact study be submitted during the Comprehensive Permit process in order to ascertain the safest location for the access driveway.
6. The applicant should be required to install a walkway along the frontage of the property, and to nearby destinations. No walkways exist on the south side of Boston Post Road currently.
7. The applicant is encouraged to apply under both the State Wetlands Protection Act and the local Wetlands Administration Bylaw. Preliminary discussions with the Conservation Commission indicate a willingness to work with the applicant to achieve Town goals.
8. The applicant should work with the Department of Public Works and MassHighway on any needed drainage improvements along this stretch of Boston Post Road.
9. The Town will carefully review the appearance of the development from Boston Post Road. Massing should be minimized to avoid the appearance of high density development. Appropriate screening and landscaping to make the front of the development attractive is also recommended. Preservation of existing large trees is encouraged.
10. Local preference for the affordable units will be requested to the maximum extent allowed by law.
11. The Town of Sudbury requests to be the initial Lottery Agent for the project.
12. The Board notes that Sudbury has recently adopted the Stretch Energy Code, which this development will be subject to. The developer should submit a new pro-forma incorporating the additional energy improvements.
13. The developer of this project has willingly entered into discussions with the Town of Sudbury staff and boards to receive input on this project. The Selectmen strongly urge that this collaborative effort continue as the plans are brought to finalization.
14. The Town has had preliminary discussions with the developer regarding the ability to further subsidize this project with local funds. Sudbury is a member of the WestMetro HOME Consortium, and receives program funds each year from the Consortium. This project is a strong candidate for these funds.
15. The developer is urged to contact abutting property owners immediately to ascertain their concerns with development of the property as proposed.
16. The Town of Sudbury has voted to pass on its right of first refusal to purchase this property under c. 61B.



Town of Sudbury

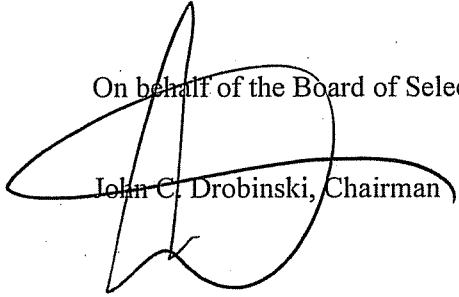
Office of Selectmen
www.sudbury.ma.us

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

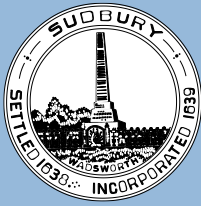
Email: selectmen@sudbury.ma.us

Thank you for your consideration of these comments.

On behalf of the Board of Selectmen,


John C. Drobinski, Chairman

cc: Holly Grace, B'nai B'rith
Jody Kablack, Director of Planning and Community Development
Board of Appeals



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

MISCELLANEOUS (UNTIMED)

7: Appointment extensions for Strategic Capital Funding Committee

REQUESTOR SECTION

Date of request:

Requestor: Chuck Woodard

Formal Title: Discussion and vote whether to extend appointments for the Strategic Financial Planning Committee for Capital Funding to a date to be determined.

Recommendations/Suggested Motion/Vote: Discussion and vote whether to extend appointments for the Strategic Financial Planning Committee for Capital Funding to a date to be determined.

Background Information:

Strategic Financial Planning Committee for Capital Funding appointments are set to expire in June 2016, but may be extended by a vote of the Board of Selectmen.

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



**Strategic Financial Planning Committee for Capital Funding
Town of Sudbury
Voted to establish October 1, 2013 by the Sudbury Board of Selectmen
Amended May 20, 2014
Amended October 14, 2014
Amended July 28, 2015**

Mission Statement

The Board of Selectmen is creating this committee to annually generate, evaluate and recommend financing strategies both short and long term, in connection with the Town's Capital Improvement Planning (CIP) for the capital needs of the Town, the Sudbury Public Schools and Lincoln-Sudbury Regional High School so as to protect the Town's investment in its capital assets. The capital projects to be considered by this committee will be those submitted to the CIAC, but could also include projects brought forth by the Town, L-S or SPS even if they have not been submitted to the CIAC yet. The committee shall work to create and submit to the Selectmen a report that the Board, Finance Committee, Capital Improvement Advisory Committee and staff can use for considering the financing of the projects that have been submitted.

Membership

Members of *Strategic Financial Planning Committee for Capital Funding* shall be appointed by the Selectmen according to the following list. All appointments shall expire on June 30, 2016, but may be extended by the Board of Selectmen.

- Two members of the Board of Selectmen
- Two members of the Finance Committee
- Two members of the Sudbury Public Schools
- Two members of the Lincoln-Sudbury Regional School Committee (must be Sudbury residents)
- Two members of the Capital Improvement Advisory Committee
- Town of Sudbury Town Manager (ex officio, non-voting)
- Sudbury/SPS Facilities Director (ex officio, non-voting)

The Committee shall elect a Chair and a Clerk from among its members. They may also elect a Vice-Chair to act as Chair in the absence of the Chair. The Chair will run meetings, be the designated communications link with the Town Manager or other Town staff, and schedule committee meetings. 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

The Sudbury Finance Director/Treasurer-Collector shall be available to assist with the work of this committee.

Tasks

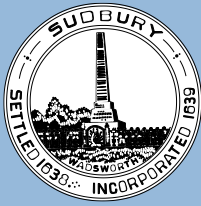
It is anticipated that the committee will meet as needed but particularly several times each fall to review the capital project requests for projects over \$50,000 that been submitted to the CIAC for review. The committee will review the financing capacity of the Town of Sudbury and make recommendations for how much capital the Town could reasonably afford to undertake for the next fiscal year, giving consideration to the impact on the tax rate of the projects, how many future projects are included on the Town's 5 year CIP, as well as other factors determined by the Committee to be important. The Committee will assist the CIAC in the development of a final capital spending recommendation, with particular attention to its tax impact, to be presented to the Finance Committee and the Board of Selectmen. As needed, the Committee will develop and recommend to the Finance Committee and Board of Selectmen special purpose funding vehicles and/or funds to support the Town's capital needs.

The Committee shall develop and submit to the Board of Selectmen prior to June 1, 2015 a report on the effectiveness of the committee in accomplishing the tasks set forth for the committee and a recommendation on the question of continuing this committee beyond June 30, 2015.

Compliance with State and Local Laws and Town Policies

The Strategic Financial Planning Committee for Capital Funding 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 Website. The Committee will keep minutes of all meetings and post them on the Town's website. The committee will post notice of meetings on the Town's website as well as at the Town Clerk's Office.



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

MISCELLANEOUS (UNTIMED)

8: Walkway Easement 4 Maynard Road

REQUESTOR SECTION

Date of request:

Requestor: Town Counsel's Office

Formal Title: Vote to accept the following grants for highway and walkway purposes from 4 Maynard Rd. Sudbury LLC, for property located at 4 Maynard Road, Sudbury as shown on the recorded plan entitled "4 Maynard Road Sudbury, Mass. for Walker Development", dated November 22, 2015, and drawn by Rose Land Sudbury: Deed of grant of 463 s.f. for highway purposes, and Walkway Easement for grant of 10' wide walkway easements on Parcels 1 and 3.

Recommendations/Suggested Motion/Vote: Vote to accept the following grants for highway and walkway purposes from 4 Maynard Rd. Sudbury LLC, for property located at 4 Maynard Road, Sudbury as shown on the recorded plan entitled "4 Maynard Road Sudbury, Mass. for Walker Development", dated November 22, 2015, and drawn by Rose Land Sudbury: Deed of grant of 463 s.f. for highway purposes, and Walkway Easement for grant of 10' wide walkway easements on Parcels 1 and 3.

Background Information:
attached

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Patty Golden Pending
- Melissa Murphy-Rodrigues Pending
- Barbara Saint Andre Pending
- Patricia A. Brown Pending
- Board of Selectmen Pending

06/07/2016 7:30 PM

WALKWAY EASEMENT

4 Maynard Rd Sudbury LLC, of 4 Maynard Rd., Sudbury, Middlesex County, Massachusetts, for nominal consideration paid, the receipt of which is hereby acknowledged, grants to the TOWN OF SUDBURY, a municipal corporation located in Middlesex County, Massachusetts, with the address: Town Hall, 322 Concord Road, Sudbury, Massachusetts, with QUITCLAIM COVENANTS, the right and easement to construct, reconstruct, maintain and use a walkway and sidewalk, for all purposes for which walkways and sidewalks are customarily used in the Town of Sudbury, including recreational use, over, across and through the property owned by the Grantor, with said easement being described as "10' W SIDEWALK EASM" and located on Parcel 1 and Parcel 3

Shown on a plan entitled "4 Maynard Road Sudbury, Mass. for Walker Development", dated November 12, 2015, drawn by Rose Land Survey, located at 4 Maynard Road, Sudbury, MA, the original of which is recorded in the Middlesex South District Registry of Deeds on May 16, 2016 in Plan Book 02016, page 383, with the right and easement shown on said plan together with the exact measurements and boundaries of said easement.

For Grantors title see: Deed dated January 14, 2015, and recorded with the Middlesex South Registry of Deeds in Book 64815, Page 40.

The consideration for this deed is less than \$100 and therefore no excise tax stamps are required by law.

Witness their hand(s) and seal this _____ day of _____, 20__.

Michael Carney, Manager

Jeffrey Walker, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public

MORTGAGEE'S ASSENT

_____, holder of a mortgage on the above referenced property over which this easement is granted, hereby assents to and subordinates its interest to said easement.

(Dated) _____

By: _____

Name: _____

Title: _____

Then personally appeared the above named _____, a duly authorized officer of _____ and acknowledged the foregoing instrument to be his/her free act and deed before me.

Notary Public
My Commission expires _____

ACCEPTED on behalf of the TOWN OF SUDBURY by its BOARD OF SELECTMEN under authority of Section 3 of Article XII of the Sudbury Bylaws, and every other authority, this _____ day of _____, 20__.

DEED

4 Maynard Rd Sudbury LLC, duly organized according to law with a usual place of business at 4 Maynard Road, Sudbury, Massachusetts, Middlesex County,

For consideration paid and in full consideration of \$10.00

Grant to the Town of Sudbury, a municipal corporation with a usual place of business at 322 Concord Road, Sudbury, Middlesex County, Massachusetts,

With *QuitClaim Covenants*

A certain parcel of land situated on Maynard Road in Sudbury, in perpetuity for highway purposes designated as "Proposed Highway Area 463 SF" and shown on a plan entitled "4 Maynard Road Sudbury, Mass. for Walker Development", dated November 12, 2015, and drawn by Rose Land Survey, the original of which is recorded in the Middlesex South District Registry of Deeds on May 16, 2016 in Plan Book 02016, page 383.

For Grantors title see: Deed dated January 14, 2015, and recorded with the Middlesex South District Registry of Deeds in Book 64815, Page 40.

The consideration of this deed is less than \$100 and therefore no excise tax stamps are required by law.

Witness ___ hands and seals this _____ day of _____, 2016.

Jeffrey Walker, Manager

Michael Carney, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Jeffrey Walker and Michael Carney, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

MORTGAGEE'S ASSENT

_____, holder of a mortgage on the above referenced property over which this deed is granted, hereby assents to and subordinates its interest to said deed.

(Dated) _____

By: _____

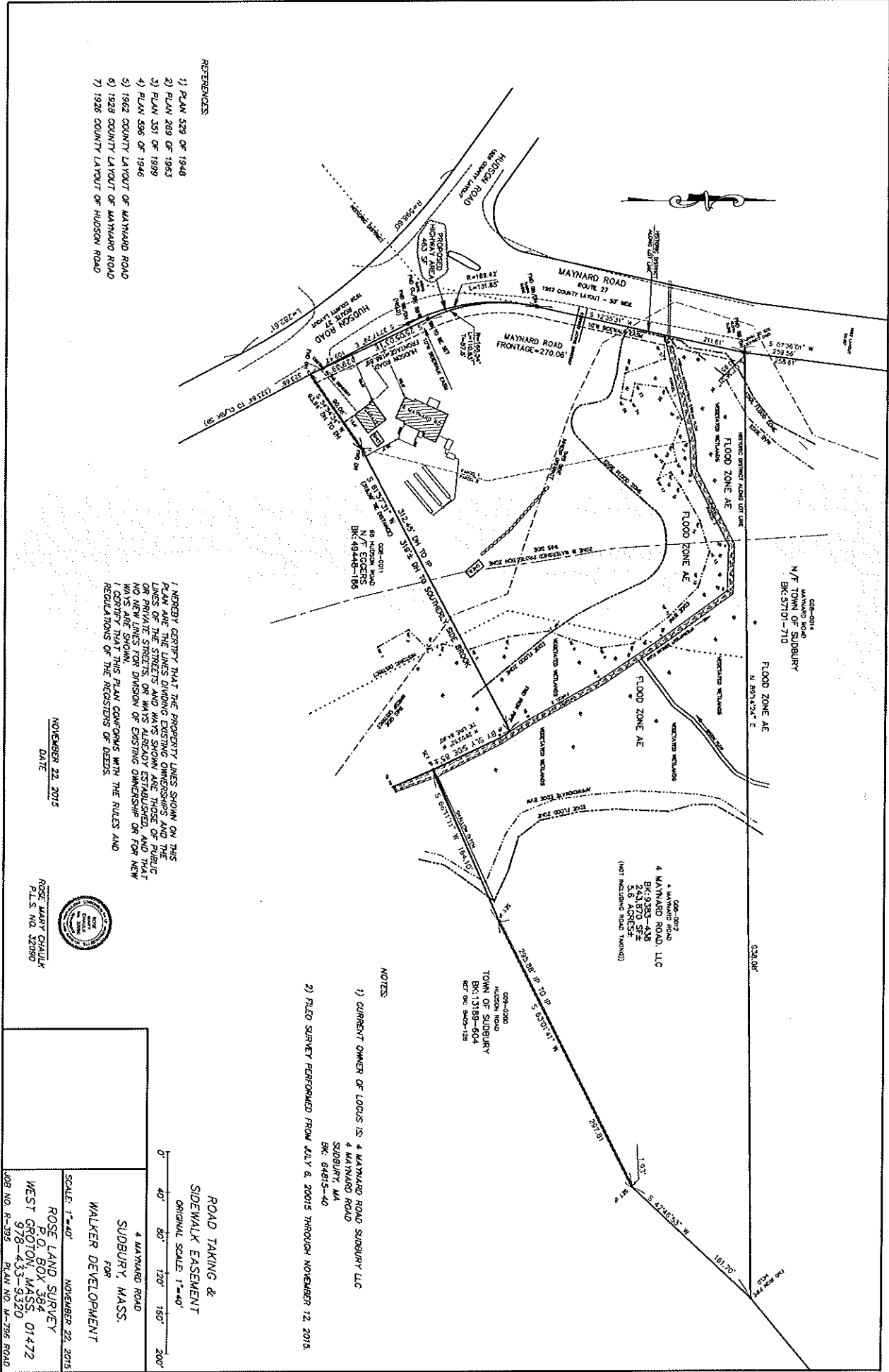
Name:

Title:

Then personally appeared the above named _____, a duly authorized officer of _____ and acknowledged the foregoing instrument to be his/her free act and deed before me.

Notary Public

My Commission expires _____



- REFERENCES
- 1) PLAN 329 OF 1948
 - 2) PLAN 269 OF 1963
 - 3) PLAN 351 OF 1999
 - 4) PLAN 596 OF 1946
 - 5) 1962 COUNTY LAYOUT OF MAYNARD ROAD
 - 6) 1928 COUNTY LAYOUT OF MAYNARD ROAD
 - 7) 1926 COUNTY LAYOUT OF HUDSON ROAD

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS, OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.
 I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE RECORDERS OF DEEDS.

NOVEMBER 22, 2015
 DATE

ROSE MARY CHALK
 PLS. NO. 32090



- NOTES
- 1) CURRENT OWNER OF LOCUS IS: 4 MAYNARD ROAD SUDBURY LLC
 - 2) FILED SURVEY PERFORMED FROM JULY 6, 2005 THROUGH NOVEMBER 12, 2015.

ROAD TAKING &
 SIDEWALK EASEMENT
 ORIGINAL SCALE 1"=40'

4 MAYNARD ROAD
 SUDBURY, MASS.
 FOR
 WALKER DEVELOPMENT

SCALE: 1"=40'
 NOVEMBER 22, 2015
 ROSE LAND SURVEY
 P.O. BOX 364
 WEST GROTON, MASS. 01472
 978-433-9320
 JOB NO. R-395 PLAN NO. W-795 ROAD

DEED

4 Maynard Rd Sudbury LLC, duly organized according to law with a usual place of business at 4 Maynard Road, Sudbury, Massachusetts, Middlesex County,

For consideration paid and in full consideration of \$10.00

Grant to the Town of Sudbury, a municipal corporation with a usual place of business at 322 Concord Road, Sudbury, Middlesex County, Massachusetts,

With *QuitClaim Covenants*

A certain parcel of land situated on Maynard Road in Sudbury, in perpetuity for highway purposes designated as "Proposed Highway Area 463 SF" and shown on a plan entitled "4 Maynard Road Sudbury, Mass. for Walker Development", dated November 22, 2015, and drawn by Rose Land Survey, the original of which is recorded in the Middlesex South District Registry of Deeds on May 16, 2016 in Plan Book 02016, page 383.

For Grantors title see: Deed dated January 14, 2015, and recorded with the Middlesex South District Registry of Deeds in Book 64815, Page 40.

The consideration of this deed is less than \$100 and therefore no excise tax stamps are required by law.

Witness our hands and seals this 18 day of May, 2016.

[Handwritten signature]
Jeffrey Walker, Manager
[Handwritten signature]
Michael Carney, Manager

COMMONWEALTH OF MASSACHUSETTS

5/18/16

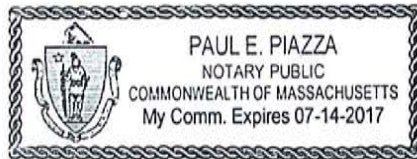
Middlesex, ss

On this 18th day of May, 2016, before me, the undersigned notary public, personally appeared Jeffrey Walker and Michael Carney, proved to me through satisfactory evidence of identification, which consisted of drivers licenses

_____, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

[Handwritten signature]

Notary Public
My commission expires:



MORTGAGEE'S ASSENT

_____, holder of a mortgage on the above referenced property over which this deed is granted, hereby assents to and subordinates its interest to said deed.

(Dated) _____

By: _____

Name:

Title:

Then personally appeared the above named _____, a duly authorized officer of _____ and acknowledged the foregoing instrument to be his/her free act and deed before me.

Notary Public

My Commission expires _____

WALKWAY EASEMENT

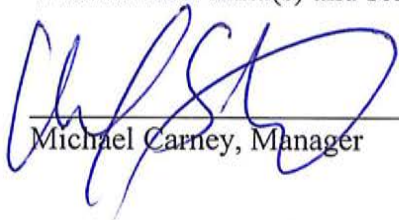
4 Maynard Rd Sudbury LLC, of 4 Maynard Rd., Sudbury, Middlesex County, Massachusetts, for nominal consideration paid, the receipt of which is hereby acknowledged, grants to the TOWN OF SUDBURY, a municipal corporation located in Middlesex County, Massachusetts, with the address: Town Hall, 322 Concord Road, Sudbury, Massachusetts, with QUITCLAIM COVENANTS, the right and easement to construct, reconstruct, maintain and use a walkway and sidewalk, for all purposes for which walkways and sidewalks are customarily used in the Town of Sudbury, including recreational use, over, across and through the property owned by the Grantor, with said easement being described as "10' W SIDEWALK EASM" and located on Parcel 1 and Parcel 3

Shown on a plan entitled "4 Maynard Road Sudbury, Mass. for Walker Development", dated November 22, 2015, drawn by Rose Land Survey, located at 4 Maynard Road, Sudbury, MA, the original of which is recorded in the Middlesex South District Registry of Deeds on May 16, 2016 in Plan Book 02016, page 383, with the right and easement shown on said plan together with the exact measurements and boundaries of said easement.

For Grantors title see: Deed dated January 14, 2015, and recorded with the Middlesex South Registry of Deeds in Book 64815, Page 40.

The consideration for this deed is less than \$100 and therefore no excise tax stamps are required by law.

Witness their hand(s) and seal this 15th day of May, 2016.



Michael Carney, Manager



Jeffrey Walker, Manager

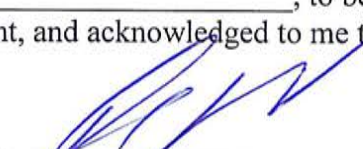
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

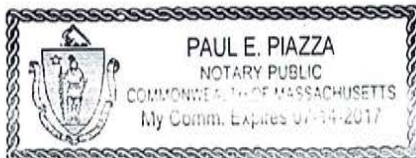
5/15/16

On this 16 day of May, 2016, before me, the undersigned notary public, personally appeared Jeffrey Walker + Michael Carney, proved to me through satisfactory evidence of identification, which consisted of drivers licenses

_____, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



Notary Public



MORTGAGEE'S ASSENT

_____, holder of a mortgage on the above referenced property over which this easement is granted, hereby assents to and subordinates its interest to said easement.

(Dated) _____

By: _____

Name: _____

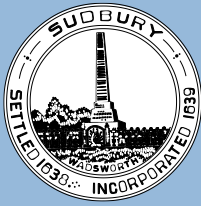
Title: _____

Then personally appeared the above named _____, a duly authorized officer of _____ and acknowledged the foregoing instrument to be his/her free act and deed before me.

Notary Public

My Commission expires _____

ACCEPTED on behalf of the TOWN OF SUDBURY by its BOARD OF SELECTMEN under authority of Section 3 of Article XII of the Sudbury Bylaws, and every other authority, this _____ day of _____, 20__.



SUDBURY BOARD OF SELECTMEN
Tuesday, June 7, 2016

MISCELLANEOUS (UNTIMED)

9: Citizen's Comments (Cont)

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's Comments (Cont)

Recommendations/Suggested Motion/Vote: Citizen's Comments (Cont.)

Background Information:

Financial impact expected:

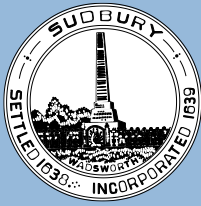
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, June 7, 2016

MISCELLANEOUS (UNTIMED)

10: Discuss Future Agenda Items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss Future Agenda Items

Recommendations/Suggested Motion/Vote: Discuss Future Agenda Items

Background Information:

Financial impact expected:

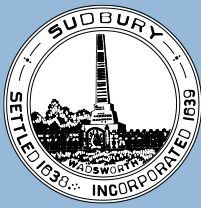
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, June 7, 2016

CONSENT CALENDAR ITEM
11: Eagle Scout Recognition Letters

REQUESTOR SECTION

Date of request:

Requestor: Laura Rippy, Secretary, Sudbury Boy Scout Troop 60

Formal Title: Vote to enter into the Town record and congratulate Nick Glaser, Daniel Finnegan, Cameron Kinney and William Sarnie of Troop 60 for having achieved the high honor of Eagle Scout.

Recommendations/Suggested Motion/Vote: Vote to enter into the Town record and congratulate Nick Glaser, Daniel Finnegan, Cameron Kinney and William Sarnie of Troop 60 for having achieved the high honor of Eagle Scout.

Background Information:

See attached letter from Laura Rippy, 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
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



Boy Scout Troop 60
Sudbury, Massachusetts

May 22, 2016

Dear Sudbury Selectmen:

The Scouts, Leaders, and Members of Sudbury Massachusetts Boy Scout Troop 60, take great pleasure in announcing that the following boys have earned their Eagle Scout Rank:

- Nick Glaser – 539 Concord Rd
- Daniel Finnegan – 409 Lincoln Rd
- Cameron Kinney -- 23 Maynard Farm Circle
- William Sarnie – 104 Newbridge Rd

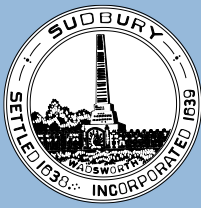
In honor of this achievement, would you be so kind as to send letters of commendation to be presented to them?

Please address your letter or certificate in care of the following address: c/o Laura Rippy, 61 Cudworth Lane, Sudbury, MA 01776. Letters and recognitions will be compiled, placed in a suitable keepsake, read during the Court of Honor ceremony, and 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 boys for achieving the rank of Eagle Scout.

Sincerely,

Laura Rippy
Sudbury Boy Scout Troop 60
978-261-5114
laura@rippy.com



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

CONSENT CALENDAR ITEM

12: Authorize TM to approve cleaning contract for Fairbank

REQUESTOR SECTION

Date of request:

Requestor: Jim Kelly, Facilities Director

Formal Title: Vote to approve award of a contract by the Town Manager for cleaning services at the Fairbank building and any subsequent renewal options, subject to review by Town Counsel, as requested by Jim Kelly, Combined Facilities Director.

Recommendations/Suggested Motion/Vote: Vote to approve award of a contract by the Town Manager for cleaning services at the Fairbank building and any subsequent renewal options, subject to review by Town Counsel, as requested by Jim Kelly, Combined Facilities Director.

Background Information:

Financial impact expected:

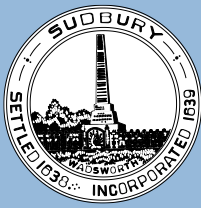
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

CONSENT CALENDAR ITEM

13: Phyllis Bially Resignation

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to accept the resignation of Phyllis Bially, 30 Nobscot Rd, from the Council on Aging, effective May 31, 2016. Also to send a letter of thanks for her service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignation of Phyllis Bially, 30 Nobscot Rd, from the Council on Aging, effective May 31, 2016. Also to send a letter of thanks for her service to the Town.

Background Information:

Attached resignation letter

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM

Frank, Leila

From: Phyllis Bially <greenphee@verizon.net>
Sent: Monday, May 23, 2016 4:35 PM
To: Frank, Leila
Cc: Galloway, Debra; Jack Ryan
Subject: Resignation Letter

May 23, 2016

Frank Leila, Selectman's Office

Sudbury, MA

To Whom It May Concern:

I am regretfully resigning my position on the Council on Aging as of May 31, 2016.

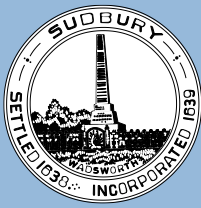
Unfortunately, I cannot serve my full 6-year term since it is now likely that my husband and I will be spending increasing amounts of time in a second house in California. I cannot, in good conscience, occupy a seat on the Council which might be filled by someone else with more spare time to devote than I can possibly find in the coming months.

It has been a pleasure to be part of this group of truly dedicated people working to enhance the lives of Sudbury's seniors. I have been constantly impressed by the hard work of the Director of the Senior Center, Deb Galloway, and the members of the Council as well. I will deeply miss working with them all.

Sincerely,

Phyllis Bially

Attachment13.a: Bially_Resignation_COA (1838 : Phyllis Bially Resignation)



SUDBURY BOARD OF SELECTMEN
Tuesday, June 7, 2016

CONSENT CALENDAR ITEM

14: Minutes approval

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 5/17/16.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 5/17/16.

Background Information:

Attached draft minutes

Financial impact expected:n/a

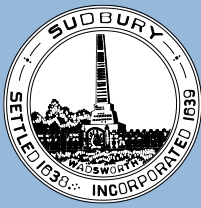
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

CONSENT CALENDAR ITEM

15: Accept Donation to Summer Concert Series

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept, on behalf of the Town, various donations to support Park & Recreation's Summer Concert Series totaling \$1,601 to the Contributions and Donations Account 191448/483100 (as requested by Kayla McNamara, Director of Parks, Recreation, & Aquatics, in memos dated May 16 and May 20, 2016), said funds to be expended under the direction of Kayla McNamara.

Recommendations/Suggested Motion/Vote: Vote to accept, on behalf of the Town, various donations to support Park & Recreation's Summer Concert Series totaling \$1,601 to the Contributions and Donations Account 191448/483100 (as requested by Kayla McNamara, Director of Parks, Recreation, & Aquatics, in memos dated May 16 and May 20, 2016), said funds to be expended under the direction of Kayla McNamara.

Background Information:

Attached two memos from Kayla McNamara

Financial impact expected:

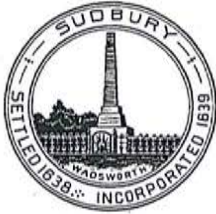
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Town Counsel	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



Town of Sudbury

Park & Recreation Department

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

McNamarak@sudbury.ma.us

Memorandum

TO: Patty Golden
FROM: Kayla McNamara
RE: Summer Concert Series
DATE: May 16, 2016

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2016 MAY 19 A 8:43

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 Recreation Program Contributions and Donations (191448/483100) Account. Expenses associated with the Summer Concert Series will be paid using these donations.

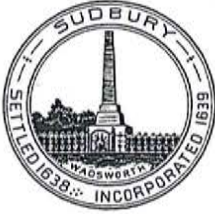
Posh Hair Salon Inc	\$50
Abe & Nahed, Inc.	\$50
Especially For Pets	\$250
Roche Bros	\$500

I have enclosed copies of the checks. The total donation is \$850.

Please let me know when these donations are approved by the Selectmen and I will deposit the checks.

Thank you,

Kayla McNamara
Director of Parks, Recreation, & Aquatics



Town of Sudbury

Park & Recreation Department

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

McNamarak@sudbury.ma.us

Memorandum

TO: Patty Golden
FROM: Kayla McNamara
RE: Summer Concert Series
DATE: May 20, 2016

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 Recreation Program Contributions and Donations (191448/483100) Account. Expenses associated with the Summer Concert Series will be paid using these donations.

U.S. Sports Institute	\$150
Core Conditioning Inc	\$100
Station Road Auto/Body	\$50
Multistate Tax/Services	\$101
Standing Room Only LLC	\$100
Metro Music/Robin Jubenville	\$200
TOT Family Daycare/Malysh Daycare	\$50

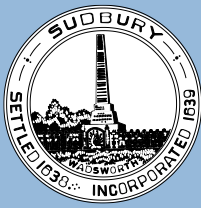
I have enclosed copies of the checks. The total donation is \$751.

Please let me know when these donations are approved by the Selectmen and I will deposit the checks.

Thank you,

Kayla McNamara
Director of Parks, Recreation, & Aquatics

2016 MAY 27 A 8:48
RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

CONSENT CALENDAR ITEM

16: Park and Rec/Pool Donation

REQUESTOR SECTION

Date of request:

Requestor: Kayla McNamara, Director of Parks, Rec, & Aquatics

Formal Title: Vote to accept, on behalf of the Town, a \$1,000 donation from Lucinda Lagasse to the Pool Donations Account 191748/483100 (as requested by Kayla McNamara, Director of Parks, Recreation & Aquatics, in a memo dated May 16, 2016), said funds to be expended under the direction of Kayla McNamara.

Recommendations/Suggested Motion/Vote: Vote to accept, on behalf of the Town, a \$1,000 donation from Lucinda Lagasse to the Pool Donations Account 191748/483100 (as requested by Kayla McNamara, Director of Parks, Recreation & Aquatics, in a memo dated May 16, 2016), said funds to be expended under the direction of Kayla McNamara.

Background Information:
Attached memo from Kayla McNamara.

Financial impact expected:

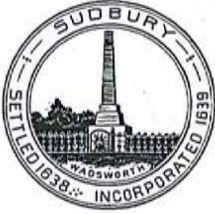
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Town Counsel	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



Town of Sudbury

Park & Recreation Department

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

McNamarak@sudbury.ma.us

Memorandum

TO: Patty Golden
FROM: Kayla McNamara
RE: Atkinson Pool Donation
DATE: May 16, 2016

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2016 MAY 19 A 8:43

To the Board of Selectmen:

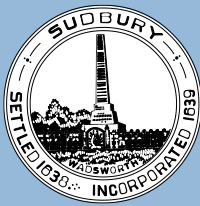
Please accept the \$1,000 donation from Lucinda Lagasse for deposit into the Pool Donations account.

I have enclosed a copy of the check.

Please let me know when the donation is approved by the Selectmen and I will deposit into the Pool Donations Account 191748/483100.

Thank you,

Kayla McNamara
Director of Parks, Recreation & Aquatics



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

CONSENT CALENDAR ITEM

17: Sudbury Historical Society Funds

REQUESTOR SECTION

Date of request:

Requestor: Sudbury Historical Society

Formal Title: Vote to acknowledge receipt of \$145,000 in donations from the Sudbury Historical Society for use by the Town of Sudbury in connection with the proposed repurposing of the Loring Parsonage for a Sudbury History Center and Museum under the direction of the Permanent Building Committee.

Recommendations/Suggested Motion/Vote: Vote to acknowledge receipt of \$145,000 in donations from the Sudbury Historical Society for use by the Town of Sudbury in connection with the proposed repurposing of the Loring Parsonage for a Sudbury History Center and Museum under the direction of the Permanent Building Committee.

Background Information:

The Sudbury Historical Society has obtained a grant in the amount of \$290,000 from the State’s Office of Tourism to be dedicated to the repurposing of the Loring Parsonage as a Sudbury History Center and Museum under the Town’s Permanent Building Committee. The Town previously received \$145,000 of the grant through an accepted donation from the SHS. In accordance with the vote of April 11, 2016 to accept the donation of additional funds from the Sudbury Historical Society for use by the Town of Sudbury in connection with the proposed repurposing of the Loring Parsonage for a Sudbury History Center and Museum under the direction of the Permanent Building Committee, the Town has received SHS donations of \$70,000 and \$75,000 which are to be acknowledged. Any unused funds derived from the State grant must be returned to the State by 6/30/16.

Financial impact expected: Donations fund project

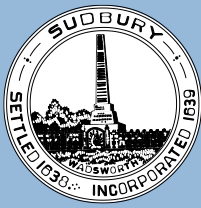
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Patty Golden Pending
- Melissa Murphy-Rodrigues Pending
- Barbara Saint Andre Pending
- Patricia A. Brown Pending
- Board of Selectmen Pending

06/07/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, June 7, 2016

CONSENT CALENDAR ITEM

18: July 4 road race signs

REQUESTOR SECTION

Date of request:

Requestor: Graham Taylor

Formal Title: Vote to approve the placement of seven signs announcing the July 4th Road Race at the following locations: west side of Concord Road at Featherland Park; northwest corner of Hudson and Fairbank Roads; southwest corner of Peakham and Old Lancaster Roads; Fire Headquarters, 77 Hudson Road (with permission of Fire Chief); 221 Goodman's Hill Road; and 46 Union Avenue (Precourt Stone Co. with permission); And Northeast Corner Of Morse and Ridge Hill Road; from June 18th to July 5th, 2016, as requested by Graham R. Taylor, 221 Goodman's Hill Road, in a letter dated May 31, 2016.

Recommendations/Suggested Motion/Vote: Vote to approve the placement of seven signs announcing the July 4th Road Race at the following locations: west side of Concord Road at Featherland Park; northwest corner of Hudson and Fairbank Roads; southwest corner of Peakham and Old Lancaster Roads; Fire Headquarters, 77 Hudson Road (with permission of Fire Chief); 221 Goodman's Hill Road; and 46 Union Avenue (Precourt Stone Co. with permission); And northeast corner of Morse and Ridge Hill Road; from June 18th to July 5th, 2016, as requested by Graham R. Taylor, 221 Goodman's Hill Road, in a letter dated May 31, 2016.

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM

Graham Taylor

To: Sudbury Board of Selectmen
Cc: Graham Taylor
Subject: Permission to Put up Signs re July 4th Road Race

May 31, 2016:

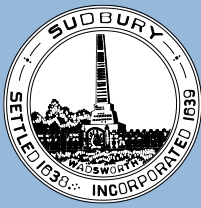
My annual request for permission to put up signs for The Annual Sudbury July 4th Road Race at the following locations:

- Featherland Park, west side of Concord Road, east of Tennis courts.
- Northwest Corner of Hudson Rd., and Fairbank Rd.
- Hudson Rd. Firehouse - with permission of Fire Chief
- Precourt Stone Co., east side of Union Ave., with their permission.
- My property at 221 Goodman's Hill Rd.
- Chris Morse property, southwest corner of Peakham Rd. and Old Lancaster Rd.
- Russ Miller property, northeast corner of Morse Rd. and Ridge Hill Rd.

These signs will go up June 18 and come down July 5.

For the July 4th Road Race Committee

Graham Taylor, 221 Goodman's Hill Rd.
978 443-5024



SUDBURY BOARD OF SELECTMEN
Tuesday, June 7, 2016

CONSENT CALENDAR ITEM

19: Michelle Ciccolo's contract

REQUESTOR SECTION

Date of request:

Requestor: Melissa

Formal Title: Vote to allow the Town Manager to sign a contract with Ciccolo Group LLC for planning consultant services. The contract would encompass contracted planning services as well as supply an interim planner.

Recommendations/Suggested Motion/Vote: [Vote to allow the Town Manager to sign a contract with Ciccolo Group LLC for planning consultant services. The contract would encompass contracted planning services as well as supply an interim planner.](#)

Background Information:
attached

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Patricia A. Brown	Pending
Board of Selectmen	Pending

06/07/2016 7:30 PM



May 27, 2016

Melissa Rodriguez, Esq.
Town Manager
Town of Sudbury
The Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

RE: Scope of Work for three task items

Dear Ms. Rodriguez,

In follow up to our conversation last week, attached please find a scope of work for the two tasks we discussed: Continuation of the Ciccolo Group (TCG) Contract Services and Interim Planning Staff Services. Given the nature of the work and some elements of the timeline which are unknown, we have utilized an hourly rate fee structure but also attempted to provide an estimate of the anticipated time needed for each task. We will of course only bill for the hours Sudbury uses and the Town can end the contract at any time it wishes to do so, in order to provide Sudbury with flexibility as it seeks to hire in-house staff to fill these services.

We are very enthusiastic about being able to continue our work in Sudbury and value the relationship we have developed with the Town and its staff. Sudbury, as you know, is experiencing an extremely busy time in its development and its many projects need to be spearheaded during this time of staff turnover. With our extensive municipal background, we believe the Ciccolo Group's unique perspective enables our staff to add real value assisting the Town with public communications and processes, while concurrently providing the expertise Sudbury needs to continue its workflow.

The first task item provides for the continuation of our services with essentially the same scope as you provided us when we started this project. However, since that contract is approaching \$10,000, as per state law, the Board of Selectmen must sign the next phase of the contract since it will exceed that threshold.

Also, as I mentioned on the phone, we have been providing evening services at a discounted fee rate and now need to adjust that rate. We originally anticipated having a junior associate available to us to assist with that work, but due to the complexity of the 40Bs, we have felt more comfortable providing Sudbury with seasoned, knowledgeable staff at these meetings. A more junior person, while less costly to Sudbury, would likely have taken far more time to write

up the minutes afterwards, and would also have required supervision by a higher priced staff person. Thus, we have raised our hourly rate from \$25/hr to \$55/hr for these meetings.

For the second task item, Interim Staff Planning Services, we have Glenn Garber, an AICP-certified planning expert ready to step in June 20th, to learn from Jody while she is still in office and available to disseminate crucial institutional knowledge. Glenn has vast experience in municipal planning, land use Boards/Commissions, regional planning, as well as large development projects. His bio is attached herein. Working with Jody for two weeks, he will be able learn the status of her current projects, what projects are in the pipeline, as well as any long term goals of the Department. We recommend his services overlap with the new staff person, once Sudbury has completed that hire, so that he will be able to pass along this information to the new staff and ensure a smooth transition.

Glenn will be available three days per week (schedule and hours to be determined later) and will also serve as staff liaison to the Planning Board and Zoning Board of Appeals evening meetings. He will keep projects moving and be there to assist the new staff person during the transition. With an interim PDC staff person in place, the likelihood that projects will falter or fall through the cracks due to a lack of staff will be greatly reduced.

Our proposal is flexible and I am amenable to revising anything you think does not fit with your needs. Accordingly, I am available to discuss this proposal further and can meet with you at your convenience.

Thank you again for this opportunity. I look forward to our continued working relationship.

Sincerely,



Michelle Ciccolo
President & CEO



SCOPE OF WORK

Town of Sudbury

Assistance to Planning & Community Development Department

The Town of Sudbury (the **Town**) has requested the services of the Ciccolo Group, LLC (the **Consultant**) to assist its Planning & Community Development(PCD) Department in two aspects:

1. Continuation of current Planning Assistance contract

We are currently approaching the end of our contract, valued at \$10,000.00. We have accomplished several things, while other projects are still ongoing. We have reviewed the Housing Production Plan (HPP) and wrote an Op-Ed piece on the merits of the Town's having an HPP. We are halfway through the 40B application process with the ZBA, and have written several Op-Ed pieces about the Master Planning of the Raytheon site and the Mixed-Use Overlay District. We assisted with the TIP process and have been steadily involved in the Bruce Freeman & Mass Central Rail Trail projects. Ongoing projects include:

1. **Trail Assistance** – TCG will continue to serve as an advisor on the Bruce Freeman Rail Trail, CSX, Mass Central Rail Trail and Eversource endeavors.
2. **ZBA/40B Assistance** – This work is ongoing, as both projects are still in their application review phase. Due to the complexity and controversy surrounding these projects, we ultimately elected not to send our Junior Associate to cover these meetings, and we are revising our hourly rate for this work to more accurately reflect the skill level needed. Pending approval at the Special Town Meeting in June, the Meadow Walk development on the Raytheon site should be wrapping up in July. However, the Sudbury Station development is controversial & is still ongoing.

The above referenced scope of work items are calculated at the following hourly rates:

Labor Category	Hourly Rate
President/Principal	\$105
Project Manager/Senior Consultant	\$85
Associate Consultant	\$80
GIS Technician	\$65
ZBA administration assistance	\$55

For estimating purposes, based on Sudbury’s current billings and projects we see wrapping up soon as well as those ongoing, we anticipated an average of \$2,500.00/month. A 6-month contract would be approximately \$15,000, or \$30,000 for 12 months. However, TCG will bill the Town only for actual hours used. In this fashion, the **Planning & Community Development Assistance** task item is to be considered an “hourly-rate” task item and not a “lump sum” task item.

2. Interim Planning

TCG will provide assistance with the ongoing operations and projects currently underway within the Planning & Community Development Department, and help with the transition when new staff are in place. Michelle Ciccolo will serve as the Principal in Charge and Glenn Garber, AICP certified land use planner, will be the Senior Planner responsible for the overall delivery of services to Sudbury. Additional TCG staff will assist, as necessary.

The anticipated project timeframe runs for eight weeks, from mid-June until mid-August. With an extension, this task could lengthen, should your staff search necessitate it. The work encompasses three days per week, plus additional hours covering the evening meetings for the two land-use Committees. Mr. Garber will work with Ms. Kablack from June 20 – June 30, Ms. Kablack’s last day in the office. During this time, Ms. Kablack will brief Mr. Garber on the current projects of the PCD Department, as well as future plans and long term goals. Mr. Garber will keep projects moving forward as well as assist with new site plan/special permit applications as they come forward.

This interim planning is calculated at the following hourly rates:

<u>Labor Category</u>	<u>Hourly Rate</u>
President/Principal	\$105
Senior Planner	\$95
Associate Consultant	\$80
GIS Technician	\$65

Without the full Board schedule posted, we had to make some assumptions. For estimating purposes, we anticipated 7.5 hrs/day x 3 days/week x 8 weeks. On evenings where there is a Planning or Zoning Board meeting, Mr. Garber will most likely work straight through until the meeting commences. We estimated 10 meetings during this 8-week period. This results in a total task price of approximately \$22,000.

Again, TCG will bill the Town only for actual hours used. In this fashion, the **Interim Planning** contract is to be considered an “hourly-rate” task item and not a “lump sum” task item.

For all task items, in addition to labor compensation, TCG shall also be reimbursed for expenditures made specifically for each project such as transportation (at current IRS rates), parking, shipping, postage, reproduction, and printing. All reimbursable expenses will be invoiced at their actual cost, with no markup.

Attachment19.a: TCG_Sudbury_Proposal-06.03.16 (1848 : Michelle Ciccolo’s contract)



Glenn Garber: Project Manager/Associate Consultant – Land Use Planning



MA, Rutgers University - City and Regional Planning
BA, Boston University

AICP Certified
MA Association of Planning Directors, Member
Citizens Planner Training Collaborative, Instructor

Crafted and implemented the unified permitting system for the Devens Enterprise Commission.

Administered the Community Technical Assistance program for MAPC.

Oversaw Westwood Station, a transit-oriented development.

Glenn Garber, AICP, is a veteran planner whose diverse experience includes municipal planning in Massachusetts, private consulting, regional planning, academia and large development projects.

Glenn's professional work experience includes serving as the Planning Director in Bedford, the Planning Director in Lexington, and the first director of the Devens Enterprise Commission, where he crafted and implemented the first true unified permitting system. He also was involved with the original Westwood Station transit-oriented development project, was in charge of community technical assistance for the Metropolitan Area Planning Council. In the private sector, he also served as a senior project manager for major firms such as Sasaki Associates and Louis Berger Group, the international engineering firm, as well as in independent sub-consulting with a half dozen other consulting firms. Mr. Garber also was a faculty member at the UMASS Department of Landscape Architecture & Regional Planning.

In the course of these endeavors, he has conducted detailed technical review and written land use decisions for well in excess of 2,000 applications involving special permits, site plan reviews, subdivisions, zoning variances and other regulatory jurisdictions within Planning Board and Zoning Board authority. He also has worked closely with Conservation Commissions in regard to administration of the Wetlands Protection Act, in addition to which such regulatory responsibilities were part of the direct powers of the Devens Enterprise Commission's unified permitting system.

As a consultant and regional planner, he has performed local planning work in more than 30 communities, and also has been a member of a local Planning Board and a Community Development Authority. He has taught courses for the Citizen Planner Training Collaborative and given numerous training sessions to community boards all over the Commonwealth.

A graduate of Boston University, Glenn has a Master's Degree in City and Regional Planning from Rutgers University.



Glenn H. Garber, AICP: Planning & Zoning Consultant, Senior Planner

**Work
Experience**

Planning Director, Town of Bedford, MA

July, 2011 to June, 2016 (*retirement pending*)

Prepared complete new Comprehensive Plan, largely at the in-house staff level. In charge of all development permitting, which has included several complex and controversial mixed use projects. Have instituted major innovations in electronic recordkeeping and presence on web and in social media. Created mediation processes to resolve problems with older developments facing major difficulties. Drafted innovative industrial mixed use special permit and a complete re-write of all industrial/office zoning in Bedford. Also established innovations to create small-house, pocket-neighborhood developments.

Westwood Station Permitting Manager and Land Use & Development Director, Town of Westwood ---- and ---- Independent Planning Consultant

September, 2008 to July, 2011

Specially-created full-time contractual position. In charge of the original transit oriented development known as Westwood Station in all permitting management, as well as other community development and planning matters. Project Manager on initial efforts to update 2000 Comprehensive Plan. Involved with major zoning innovations. Reason for Leaving: project expiration removed source of funding for the job.

Major independent consulting assignments during this period: municipal zoning assignments in Wellesley & Southborough with Community Opportunities Group, plus housing-related assignment in Billerica.

Special Professional Staff Position and Adjunct Faculty, University of Massachusetts Amherst

September, 2004 to September, 2008

Based in the Department of Landscape Architecture and Regional Planning (LARP), the following were major roles: Adjunct graduate teaching faculty and student advisor, UMASS Amherst Department of Landscape architecture and regional planning; Administrator of the Center for Rural MA, the research center well known for planning and design innovations. Extension Land Use Educator.

Major independent consulting assignments during this period: Hanscom Air Force Base closure re-use plan (Sasaki); East Hopkinton Master Plan/Weston Nurseries (Sasaki).

Director of Planning, Town of Lexington, MA

December, 1998 to September, 2004

Produced town's first new comprehensive plan in 35 years, with heavy public involvement. Successfully brought 336 acre, multi-town Metropolitan State Hospital redevelopment into implementation stage after languishing in inter-town dispute and a ten year planning process, via a special inter-town agreement. Implemented redevelopment of former Raytheon HQ into 95 acre biotechnology park with 35 acre permanent conservation area. Brought forward first major initiative dealing with highly controversial issue of large house impact.

Director, Devens Enterprise Commission

February, 1993 to December, 1998

After spending the first fifteen months as Base Reuse Planner for the large redevelopment of this surplus military base into a business, residential, open space and institutional community, and steering the Plan successfully through three concurrent town meetings, I became the first director of the Devens Enterprise Commission, the unique agency charged with overseeing the physical development of Devens using true Unified Permitting, where all land and building development powers that are normally vested in separate decision making bodies in towns were integrated into a single system. Oversaw first wave of development at Devens.

Planning Consultant (Independent)

Summer, 1990 to early 1993

As an independent contractor, carried out a variety of assignments, including community development grant program administration for the Town of Wilmington, MA (housing rehabilitation, first time homebuyers, commercial redevelopment, job re-training); real estate consultation for two firms in Concord, MA area; transportation master planning for a major regional engineering firm; permitting for water treatment plant, MA south shore. Left for Devens opportunity, steadier employment.

Senior Project Manager, Sasaki Associates, Watertown, MA

Spring, 1986 to Summer, 1990

Executed a variety of assignments ranging from office development in Boston and elsewhere in MA, as well as in northern NJ & CT, to innovative comprehensive planning projects in VA, ME, NJ & MI at city, county and regional levels. Reason for leaving: large company-wide layoff in economic downturn.

Comprehensive Planning Manager, Boston Metropolitan Area Planning Council (MAPC)

Spring, 1984 to Spring, 1986

In charge of technical assistance to 101 member communities, involving zoning, groundwater protection regulation, open space preservation, downtown revitalization, and other areas. Also conducted major regional transportation studies, and played a key role in establishing sub-regional planning offices, all of which function to this day. Reason for leaving: recruitment by Sasaki.

Senior Project Manager, Louis Berger Associates, Wellesley, MA

February, 1981 to May, 1984

Worked on environmental impact statements throughout western US; Central Artery North Area neighborhood impact studies, Boston; waterfront condominiums, Hingham; assisted living project, Needham. Established an in-house marketing and business development capability for the first time in New England office. Reason for leaving: large company layoff after major project completion.

Professional Affiliations

American Institute of Certified Planners (AICP)
 Former Board of Directors, MA chapter, American Planning Association Member
 MA Association of Planning Directors Instructor, multiple courses
 Citizens Planner Training Collaborative

Education

Master of City and Regional Planning, Rutgers University
 Bachelor of Arts, Boston University

Publications

Contributing author, 2007 textbook on the Full spectrum of planning practice and tools/techniques (Prof. Elis. Hamin, editor)

Open Space Residential Development in MA, published by UMASS Extension Press, 2008