

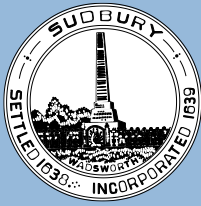
SUDBURY BOARD OF SELECTMEN
TUESDAY JUNE 28, 2016
7:30 PM, TOWN HALL - LOWER LEVEL

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.	7:40 PM	<i>VOTE</i>	Discussion and vote whether to authorize the Town Manager to enter into a contract with Good Energy for municipal electric aggregation. Members of the Green Energy Committee will attend.
2.	7:55 PM	<i>VOTE</i>	Discussion and possible vote on whether the Fairbank Community Center Study Task Force should plan for the future office needs of the Sudbury Public Schools administration in its recommendations for building options and design.
MISCELLANEOUS			
3.	7:55 PM	<i>VOTE</i>	Discussion and possibly vote whether to amend the Fairbank Community Center Task Force mission statement including changes in membership composition.
4.		<i>VOTE</i>	Vote to appoint John Beeler, 57 Wagonwheel Rd, as a Council on Aging representative to the Fairbank Community Center Task Force, for a term ending 5/31/17, as recommended by John J. Ryan, Council on Aging chair. Vote to appoint Michael Ensley, 598 Peakham Rd, and James Marotta, 231 Goodmans Hill Rd as Park & Recreation Commission representatives to the Fairbank Community Center Task Force, for terms ending 5/31/17, as recommended by James Marotta, Park & Recreation Commission chair. Vote to appoint Lisa Kouchakdjian, 30 Meadowbrook Circle, as SPS Committee Representative to the Fairbank Community Center Task Force, for a term ending 5/31/17, as recommended by Lucie St. George, SPS Committee chair. Also, discuss Board of Selectmen representatives to the Fairbank Task Force and vote to appoint new member(s).
5.		<i>VOTE</i>	Discussion and possible vote to update Selectmen's Liaison Assignments for 2016-2017
6.		<i>VOTE</i>	Vote whether to approve the annual Selectmen's re-appointments of those listed (all of which are subject to acceptance), to acknowledge the resignations of those who choose not to be re-appointed, and to send a letter of appreciation to the resigning volunteers for their service to the community.

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

Item #	Time	Action	Item
7.		<i>VOTE</i>	Vote whether to approve the Town Manager's annual re-appointments requiring Board of Selectmen's approval of those listed (all of which are subject to acceptance).
8.			Discussion regarding the October Town Meeting (potential dates of Oct. 17 or 19). Also discuss Annual Town Forum.
9.		<i>VOTE</i>	Discussion and possible vote on Selectmen's Goals
CONSENT CALENDAR			
10.		<i>VOTE</i>	Vote to approve the regular session minutes of 6/7/16.
11.		<i>VOTE</i>	Vote to appoint Melissa Murphy-Rodrigues, Town Manager; Len Simon, 40 Meadowbrook Circle, as Selectmen Representative; Christine Hogan, 49 Blueberry Hill Ln, as SPS Committee Representative; Ivar Henningson, Sudbury Public Schools Guidance Counselor; Aida Ramos, Director of Student Services, as LSRHS Representative; Dennis Keohane; Sudbury Finance Director; Douglas Michaud, 9 Center St, as At-Large Member; and David Manjarrez, 47 Firecut Ln, as Minuteman School Committee Representative to the Vocational Education Guidance Committee, for terms ending 5/31/17.
12.		<i>VOTE</i>	Vote on whether to re-appoint Gary M C Bean, 3 Wilshire Street, a registered Democrat, as a member of the Board of Registrars of Voters for a term to expire May 31, 2019, as recommended by Rosemary Harvell, Town Clerk.
13.		<i>VOTE</i>	Vote whether to approve award of contract by the Town Manager for bus services supplied by First Student, Inc. For Summer Camp Purposes, As Requested By Kayla McNamara, Park & Recreation Director.
14.		<i>VOTE</i>	Vote to approve the Intermunicipal Agreement with the City of Marlborough to continue the "Marlborough-Sudbury Regional Veteran's District" effective July 1, 2016 and authorize the Town Manager to sign agreement on behalf of the Town of Sudbury, contingent upon the Marlborough City Council's approval and that there are no substantial changes to the attached document, as requested by Maryanne Bilodeau, Asst. Town Manager/ HR Director.
15.		<i>VOTE / SIGN</i>	Vote to renew the Livery and Limousine License for AAA Limousine, Inc., 39 Union Avenue, and to approve rate schedule as provided, subject to approval of individual driver licenses and satisfactory vehicle inspections by the Police Dept., said licenses to expire on June 30, 2017.

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 28, 2016

MISCELLANEOUS (UNTIMED)

1: Good Energy contract for municipal electric aggregation

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote whether to authorize the Town Manager to enter into a contract with Good Energy for municipal electric aggregation. Members of the Green Energy Committee will attend.

Recommendations/Suggested Motion/Vote: Discussion and vote whether to authorize the Town Manager to enter into a contract with Good Energy for municipal electric aggregation. Members of the Green Energy Committee will attend.

Background Information:

Good Energy is the Municipal Aggregation consultant that will be assisting the town in the procurement of electricity purchasing on behalf of the Town Residents. There will be an opportunity for the residents to ask questions and seek information, and this meeting will explain what Municipal aggregation is and how residents can ask questions. There is a process for an open public comment period that lasts for two weeks, and this process, as required by the State, will be explained a by the representatives of Good Energy. There will be a contract to sign between Good Energy and the Town, which will be on an agenda in May. The public comment period was opened on the 8th and will be closed at the completion of the selectmen's meeting, at which time the committee will request the selectmen approve the contract between Sudbury and Good Energy.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Members of Energy Commitee

Review:

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

06/28/2016 7:30 PM

SERVICES AGREEMENT

Professional Energy Consulting Services to a Municipal Aggregator

This Services Agreement ("Agreement") is made and entered into and effective on this _____ day of _____, 2016 ("Effective Date") by and between the **Town of Sudbury** ("Municipality"), a Massachusetts municipal corporation, with offices located at the Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 acting by and through the Board of Selectmen, its duly authorized representative, and **Good Energy, L.P.** ("Service Provider"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016.

Recitals

WHEREAS, Municipality is seeking to become a "Municipal Electric Load Aggregator" in order to provide electric power services and related energy services, either separately or bundled, for the Municipality's own use and for use by residential and non-residential customers within the Municipality's geographic boundaries; and

WHEREAS, Municipality desires to engage Service Provider to perform professional consulting services for Municipality in relation to the creation, authorization, implementation and management of its municipal load aggregation plan (the "Program") as defined by and in compliance with all applicable provisions of Section 134 of Chapter 164 of the General Laws of Massachusetts, as amended, and other applicable statutes, regulations and precedent; and

WHEREAS, Services Provider desires to perform the Services as hereinafter defined and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

Provisions

- I. Performance of the Services.** Service Provider shall perform each of the following activities and services, including all services reasonably inferable therefrom (collectively, the "Services"), with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services:
- A. Provide the following services:
1. Assist the Municipality in the establishment of a municipal aggregation program including electric power services and related energy services, as determined by the Municipality, and the development of municipal load aggregation plan, and to make recommendations to award a contract for the provision of electric power services to a licensed competitive supplier;
 2. Provide customer "opt-out" consulting services, including but not limited to preparation and management of opt-out notices to be sent to utility customers for the adoption of a municipal authorization of the proposed municipal aggregation Program and of the customer's right to decline to participate in the Program, determining the validity and accuracy of the eligibility customer lists provided by

the applicable public utility, and supervision of all other notices and publications required to facilitate the adoption and operation of the Program;

3. Coordinate the provision of an agreement between the applicable public utility (“Local Distribution Company” or “LDC”) and the Municipality, if required, and coordinate and facilitate communications between the LDC and Municipality, including the confidential exchange of customer information and other information between the LDC and the Municipality.
4. Implement comprehensive marketing services for an opt-out electricity aggregation program, at no cost to Municipality and with the approval of the Municipality, which may include the following:
 - USPS mail campaigns
 - Local radio/TV spots, web-based infomercials
 - Cable access programming
 - Newspaper interviews and advertising
 - Municipal newsletters
 - Attendance at public hearings
 - Attendance at community meetings, both government and organization-hosted, i.e., Chambers of Commerce, Rotary Clubs, churches, environmental groups, etc.
 - Development and online hosting of dedicated online site_ www.mass.goodenergy.com
 - Billboard signage
 - Informational flyers
5. Assist the Municipality in conducting a feasibility study to assess the cost and benefits of providing electricity supply and related energy services through municipal load aggregation.
6. Prepare a municipal load aggregation plan (the “Plans”) in consultation with the Municipality and the Massachusetts Division of Energy Resources, addressing, inter alia, the following issues as applicable:
 - Detailed process and consequences of municipal electricity aggregation
 - Universal access, reliability and equitable treatment of all customer classes
 - Request for proposal – summary
 - Organizational structure – roles and responsibilities
 - Program operations – education, outreach and opt-out process
 - Rate setting and other costs
 - Program funding – expenses and fees
 - Methods for entering and terminating agreements associated with the plans
 - Rights and responsibilities of participants
 - Activation and termination of the plans
 - Constituent notification and enrollment
 - Description of annual reporting
 - Program move-ins and move-outs
 - Green power - renewable energy

- Program education initiative
 - Demand management and energy efficiency program
 - Electric Service Agreement
 - Pricing methodology
 - Eligible customer service classes
 - Competitive supplier selection criteria
 - Selected competitive supplier responsibilities
 - Liability
7. Assist Municipality with presenting the Plans to its citizen voters for approval.
 8. Prepare bid specifications and procurement of competitive bids for a licensed, competitive supplier for electric service, based on the most advantageous proposal, price and other factors considered, with final selection of a competitive supplier being decided by the Municipality.
 9. Lead and assist with of all required consultations and filings with the Division of Energy Resources and the Department of Public Utilities in regards to the Plans.
 10. Develop the contract terms and conditions for the Electric Service Agreement between Municipality and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plans.
 11. Assist with negotiations of an Electric Service Agreement with the selected licensed competitive supplier, to the extent permitted by law.
 12. Determine the number and identity of customers who did not affirmatively decline to participate in the aggregation program.
 13. Provide post-purchase program delivery and on-going daily monitoring services.
 14. Provide the services set forth in and reasonably inferable from the scope of services in (i) the Service Provider's proposal, if any, submitted in response to the Municipality's procurement for such services, and (ii) the Municipality's procurement documents for the same, both of which are incorporated into this agreement and are attached hereto **as Exhibit A**.
- B. Give prompt notice to Municipality should the Service Provider observe or otherwise become aware of any fault or deficit in the Program or any nonconformance with the Electric Service Agreement.
 - C. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.
 - D. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided hereunder.
 - E. Service Provider shall not subcontract any Services to any person or entity who is not named herein without the advance written consent of Municipality, which consent shall not be unreasonably withheld. Any subcontractors and sub-consultants shall be

experienced and qualified and, to the extent required by law, licensed. In the event the Services of a sub-consultant or subcontractor are approved, Service Provider shall submit copies of any and all licenses and registrations to the Municipality. Notwithstanding the foregoing, any approval or lack of objection of the Municipality to any sub-consultant or subcontractor shall not relieve Service Provider of its responsibility for all Services.

II. Obligations of Municipality.

Municipality shall:

- A. Obtain, with the cooperation and assistance of Service Provider, all required authorizations: (i) to initiate aggregation of electric load and adopt an aggregation plan pursuant to M.G.L. c. 164, section 134; (ii) to enter into this Services Agreement; and (iii) to enter into an Electric Service Agreement(s) with a competitive supplier(s).
- B. Use reasonable efforts to secure release of data applicable to the Program held by others, including but not limited to residential and non-residential customer account and load information.
- C. Give prompt notice to the Service Provider should Municipality acquire knowledge of any material fault or material deficit in the Program or any material nonconformance with the Electric Service Agreement, provided that this provision does not impose upon Municipality any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of Municipality to provide such notice shall not relieve Service Provider of its obligations under this Agreement.
- D. Reasonably cooperate in the development of the Plans and all required regulatory consultations, filings and proceedings.
- E. Reasonably assist the Service Provider by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Service Provider.
- F. Nothing herein shall be construed to require the Municipality to approve an Electric Service Agreement with a competitive supplier.

- III. Term and Termination.** The Agreement shall commence on the Effective Date and shall continue through the (i) full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier entered into during the term of this Agreement or (ii) five (5) years from the Effective Date, whichever period is shorter. Municipality may terminate this Agreement at any time for any reason without penalty or liability by giving Service Provider thirty (30) days advance written notice, provided, however, that in the event this Agreement is terminated by Municipality prior to term set forth above but after an Electric Service Agreement has been entered into by Municipality under the Program, except for termination due to a material default of Service Provider, Service Provider shall continue to be paid by the competitive supplier(s) of electricity procured under the Program the fee included for Service Provider in the Electric Service Agreement for the volume of electricity purchased for the load aggregated by the Town under the Program by the competitive supplier(s) from the date of the termination of this Agreement through the expiration of the then current Electric Service Agreement(s), including fees, if any, related to volumes of electricity purchased during the term of the Electric Service Agreement but billed and paid after the expiration of the Electric Service Agreement, provided that nothing in this Agreement prevents Municipality from terminating,

without penalty or liability under this Agreement, any Electric Service Agreement in accordance with the terms of such agreement or as allowed by law. This provision shall survive the expiration or earlier termination of this Agreement.

- IV. Payment.** Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the Electric Service Agreement, which fee shall be \$0.001 per kWh. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee. Notwithstanding anything to the contrary in this Agreement, Municipality shall not be required to make any direct payments to Service Provider under this Agreement.
- V. Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.
- VI. Indemnification.**
- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the Municipality, and its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused to in whole or in part by the acts or omissions of the Service Provider, its agents, or anyone directly employed by them or anyone for whose acts they may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Municipality under this Agreement, at law, and in equity, and shall survive the expiration or termination of this Agreement.
- VII. Insurance.**
- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible, with a deductible not to exceed \$50,000 without prior written approval. The Service Provider shall maintain said coverage for the entire contract period and, if it is a claims-made policy, for a minimum of three (3) years after

completion of the work under the contract or the expiration of the contract, whichever is later (the "Insurance Period"). Service Provider shall, as evidence that it is maintaining the errors and omissions insurance required by this provision, furnish a Certificate of Insurance to Municipality annually during the Insurance Period. This provision shall survive the expiration or earlier termination of the Agreement.

- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain throughout the term of this Agreement, at his/her own expense, all of the insurance, of the kind and in the amounts, set forth in the Certificate of Liability Insurance of Good Energy attached hereto as Exhibit B. Service Provider shall add the Town as an additional insured on all liability policies identified in Exhibit B, and shall provide to the Town the endorsement page(s) indicating that the Town has been so added. If such policy is a claims-made policy, Service Provider shall maintain such policy for the duration of the Insurance Period.
- C. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to maintain insurance of the type and amounts provided in this section.

VIII. Right to Audit.

- A. Service Provider represents that the individuals employed by the Service Provider in any capacity, including, but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents and warrants that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Municipality. Municipality maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Municipality every six (6) months. Municipality will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Municipality's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Municipality at any time subsequent to the date upon which Municipality gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the Municipality, nor any failure of the Municipality to share the results of any such audit with Service Provider, shall relieve Service Provider of its obligations under this provision.
- B. The Service Provider agrees to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States. This provision shall survive the expiration or earlier termination of this Agreement.
- C. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to represent and warrant that any of its employees, subcontractors, agents and independent contractors are authorized to work in the United States and that it has completed the I-9 verification process for all individuals performing services hereunder. In addition, Service Provider shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of such consultant's or sub-consultant's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes and Certifications.

- A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes, and certifies, under pain and penalties of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support in accordance with M.G.L. c. 62C, sec. 49A(B).
- B. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.
- C. Service Provider has the following federal identification number for income tax purposes: 43-2003973
- D. Service Provider certifies that it is not debarred from entering into a public contract in the Commonwealth of Massachusetts pursuant to M.G.L. c. 29, sec.29F.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the Commonwealth of Massachusetts.

XII. Discrimination. To the extent the following applies, Service Provider shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of M.G.L. c. 151B, Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Department of Public Utilities.

XIII. Confidential and Proprietary Information.

- A. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant any applicable statute or regulation including M.G.L. c. 25, sec. 5D and M.G.L. c. 30A. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, as to any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential, each Party shall exercise reasonable efforts to avoid disclosing such documents to anyone other than officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of the Service Provider and the Municipality to comply with the state open meeting law and public records law, or with a decision or order of a court or governmental entity with jurisdiction over the Municipality, shall not be a violation of this Section.

- B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential proprietary information, will remain the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records, subject to the Service Provider's continued compliance with the provisions of this Contract.
- C. **Limitations on customer information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Municipality and Service Provider agree that customer-specific information provided to the Municipality in accordance with the Program and any agreements with the applicable LDC shall be treated as confidential to the extent required by law, including M.G.L. c. 93H, and any applicable LDC agreement or tariff. To protect the confidentiality of customer information:
1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
 2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
 3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.
- D. **Proprietary Rights, Survival.** The obligations under this Article shall survive the conclusion or termination of this Agreement for two (2) years.
- XIV. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in any court of competent jurisdiction located in the Commonwealth of Massachusetts. Service Provider agrees to accept service of process by certified mail at the address provided herein.
- XV. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- XVI. **Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

XVII. Compliance with Laws. Service Provider shall comply with all applicable laws and regulations in the performance of the Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ 2016.

TOWN OF SUDBURY

BY: Board of Selectmen, duly authorized

NAME: (Printed and Signature)

Attachment1.a: Sudbury - Good Energy Services Agreement (1858 : Good Energy contract for municipal electric aggregation)

GOOD ENERGY, L.P.

By: Good Offices Technology Partners, LLC, its General Partner

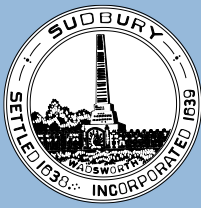
BY: _____, duly authorized

NAME: Maximilian Hoover

TITLE: Manager

DATE: _____

Attachment1.a: Sudbury - Good Energy Services Agreement (1858 : Good Energy contract for municipal electric aggregation)



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

MISCELLANEOUS (UNTIMED)

2: Fairbank Task Force - future needs of SPS admin

REQUESTOR SECTION

Date of request:

Requestor: Chair Iuliano

Formal Title: Discussion and possible vote on whether the Fairbank Community Center Study Task Force should plan for the future office needs of the Sudbury Public Schools administration in its recommendations for building options and design.

Recommendations/Suggested Motion/Vote: *Discussion and possible vote on whether the Fairbank Community Center Study Task Force should plan for the future office needs of the Sudbury Public Schools administration in its recommendations for building options and design.*

Background Information:

Financial impact expected:

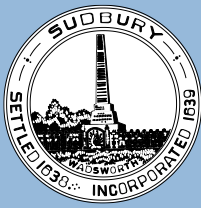
Approximate agenda time requested: 10 minutes

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

06/28/2016 7:30 PM



MISCELLANEOUS (UNTIMED)

3: Fairbank Task Force Mission Statement

REQUESTOR SECTION

Date of request:

Requestor: Jim Kelly, Combined Facilities Director

Formal Title: Discussion and possibly vote whether to amend the Fairbank Community Center Task Force mission statement including changes in membership composition.

Recommendations/Suggested Motion/Vote: Discussion and possibly vote whether to amend the Fairbank Community Center Task Force mission statement including changes in membership composition.

Background Information:
Please see attached current mission statement with proposed changes in red.

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

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Fairbank Community Center Study Task Force

Town of Sudbury

Voted to establish November 7, 2012 by the Sudbury Board of Selectmen

Amended March 12, 2013

Amended July 9, 2013

Amended May 20, 2014

Amended July 14, 2015

Amended July 28, 2015

Amended June 28, 2016

Mission:

The Study Task Force is an *ad hoc* entity established by and reporting to the Board of Selectmen in order to provide an assessment of the capacity of the existing building to meet the current and future program and office needs and goals of the Park and Recreation Department, including the Teen Center and the Atkinson Pool, and the Council on Aging, ~~but should also address meeting the current needs of and the Sudbury Public Schools Administration. as they are current tenants in the building and require office space until another location is available to them.~~ The Task Force shall advise the Board of Selectmen as to the best options for dealing with the failing roof on the non-Pool section of the Fairbank Community Center in conjunction with a facilities master plan. All suggestions and recommendations for space needs and potential financing plans shall be considered for planning purposes only and will need more detailed study and discussion in the future.

Board of Selectmen Amendments:

Board of Selectmen amended and extended the mission of the Task Force to include bringing forth the proposal for a Master Plan at Town Meeting in May 2013, ~~and to include the Sudbury Public Schools administration in the Master Plan in 2016,~~ and extends the term of the committee to May 31, 2016~~7~~. The Mission of the Task Force will continue as research committee for programs and use groups and dissemination of information on behalf of user groups. The task force will also be charged with the task of private fund raising to support the funding for a master plan and a portion of the construction costs. The Task Force will continue working with the Permanent Building Committee with respect to designer selection and development of the Master Plan and Feasibility Study.

Membership:

The Task Force shall be appointed by the Board of Selectmen and shall be comprised of:

1. Two members of the Board of Selectmen
2. ~~One member~~ Two members of the Park and Recreation Commission
3. ~~One member~~ Two members of the Council on Aging
4. ~~One member~~ Two members of the Sudbury Public School Committee
5. Two members of the Permanent Building Committee
6. The Combined Facilities Director ~~as Ex-Officio~~
7. ~~One member of the Finance Committee~~
8. Up to ~~Three~~ non-committee citizen members

The Task Force will provide a mechanism for thoughtful and public review of the best alternatives for dealing with the current and future use and space needs at the Fairbank Community Center and v

bring forth the proposal for a master plan at Town Meeting and continue development of master plan for Community Center.

Responsibilities:

In an attempt to develop a recommendation to the Board of Selectmen on roof replacement and future master plan for a Community Center, the Task Force will concentrate on the following issues:

1. What future space needs might the Recreation and Council on Aging programs and offices need in the future, and how could those needs be accommodated vis-à-vis the current building footprint? What additions to the building might be required and if so, what are options for those additions? What major sections might need to be changed or redeveloped? How would all these potential building changes be related to the proposed roof replacement? Can a reasonable total square footage number be preliminarily generated for cost estimation purposes?
2. What kind of community center facility have other towns constructed? What is the square footage? Do they include an indoor pool (natatorium)? How much did those facilities cost? How were they financed? How long did the project take from initial design to opening?

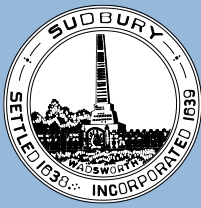
These questions are starting points in the overall goal of developing a report for the Board of Selectmen and the community on the future plans and needs desired at the Community Center. The committee will be act in an advisory role to the Permanent Building Committee during the procurement process for designer selection, if approved.

Staffing: The Town's Facilities Director will provide some staffing assistance, but Task Force members are expected to conduct the research and gather data as part of their committee service.

Compliance with State and Local Laws:

The Task Force 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. Task Force members must limit their activities and scope to that described in this Mission Statement.

All meetings of the Task Force will be held in public sessions. One member of the Task Force should be designated as Clerk, and shall keep minutes of all meetings.



SUDBURY BOARD OF SELECTMEN

Tuesday, June 28, 2016

CONSENT CALENDAR ITEM

4: Appointments to Fairbank Task Force

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to appoint John Beeler, 57 Wagonwheel Rd, as a Council on Aging representative to the Fairbank Community Center Task Force, for a term ending 5/31/17, as recommended by John J. Ryan, Council on Aging chair. Vote to appoint Michael Ensley, 598 Peakham Rd, and James Marotta, 231 Goodmans Hill Rd as Park & Recreation Commission representatives to the Fairbank Community Center Task Force, for terms ending 5/31/17, as recommended by James Marotta, Park & Recreation Commission chair. Vote to appoint, Lisa Kouchakdjian, 30 Meadowbrook Cir, as SPS Committee Representative to the Fairbank Community Center Task Force, for a term ending 5/31/17, as recommended by Lucie St. George, SPS Committee chair. Also, discuss Board of Selectmen representatives to the Fairbank Task Force and vote to appoint new member(s).

Recommendations/Suggested Motion/Vote: Vote to appoint John Beeler, 57 Wagonwheel Rd, as a Council on Aging representative to the Fairbank Community Center Task Force, for a term ending 5/31/17, as recommended by John J. Ryan, Council on Aging chair. Vote to appoint Michael Ensley, 598 Peakham Rd, and James Marotta, 231 Goodmans Hill Rd as Park & Recreation Commission representatives to the Fairbank Community Center Task Force, for terms ending 5/31/17, as recommended by James Marotta, Park & Recreation Commission chair. Vote to appoint, Lisa Kouchakdjian, 30 Meadowbrook Cir, as SPS Committee Representative to the Fairbank Community Center Task Force, for a term ending 5/31/17, as recommended by Lucie St. George, SPS Committee chair. Also, discuss Board of Selectmen representatives to the Fairbank Task Force and vote to appoint new member(s).

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

06/28/2016 7:30 PM

From: Kelly, James
Sent: Tuesday, May 24, 2016 5:10 PM
To: Frank, Leila <FrankL@sudbury.ma.us>
Subject: RE: Fairbank Task Force

Yes, that's fine. I did go last night, and they voted to recommend Mike Ensley and Jim Marotta

Jim Kelly
978-440-5466

From: Frank, Leila
Sent: Tuesday, May 24, 2016 1:45 PM
To: Kelly, James <KellyJ@sudbury.ma.us>
Subject: Fairbank Task Force

Hi Jim,

Here are the dates when committees will discuss Fairbank Task Force participation. Does this work for you?

Board of Selectmen: June 14 (will discuss mission statement and representatives)
Council on Aging: June 9

Did you attend Park & Rec on 5/23? Did they nominate two representatives?

Thank you,
Leila

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

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

From: Kelly, James
Sent: Thursday, June 09, 2016 9:49 PM
To: Frank, Leila <FrankL@sudbury.ma.us>
Subject: Fwd: COA Fairbank Appointee Reminder

FYI on the coa appointments to the task force
Thanks

Jim

Begin forwarded message:

From: Jack Ryan <jack@johnjryaninsuranceagency.com>
Date: June 9, 2016 at 8:08:49 PM EDT
To: "Kelly, James" <KellyJ@sudbury.ma.us>
Subject: Re: COA Fairbank Appointee Reminder

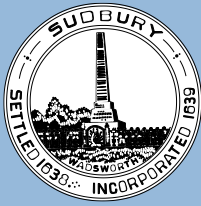
The two members from the COA will be John Beeler and myself.

Sent from my iPhone

On Jun 9, 2016, at 5:01 PM, Kelly, James <KellyJ@sudbury.ma.us> wrote:

Did the coa appoint a new member to be on task force ?

Jim



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

MISCELLANEOUS (UNTIMED)

5: Update Selectmen's Liaison Assignments

REQUESTOR SECTION

Date of request:

Requestor: Chair Iuliano

Formal Title: Discussion and possible vote to update Selectmen's Liaison Assignments for 2016-2017

Recommendations/Suggested Motion/Vote: Discussion and possible vote to update Selectmen's Liaison Assignments for 2016-2017

Background Information:
See current liaison list (2015-16) attached

Financial impact expected:

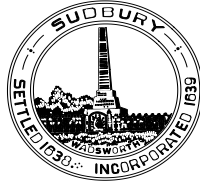
Approximate agenda time requested:

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

06/28/2016 7:30 PM



**SUDBURY BOARD OF SELECTMEN
LIAISON ASSIGNMENTS
2015 – 2016**

Chairman Brown	Vice-Chairman Iuliano	Selectman Haarde	Selectman Simon	Selectman Woodard
Lincoln Board of Selectmen	Board of Appeals/Earth Removal Board	Historical Commission	Board of Health	Finance Committee
Town Manager/Town Departments	Cultural Council	Lincoln-Sudbury Reg High School	Council on Aging	Permanent Building Committee
Conservation Commission	Lincoln-Sudbury Reg High School	Memorial Day Committee	Capital Improvement Advisory Committee	Capital Improvement Advisory Committee
Design Review Board	Permanent Building Committee	Minuteman High School	Conservation Commission	Council on Aging
Ponds & Waterways Committee	Sudbury Housing Authority	Park & Recreation Commission	Energy and Sustainability Committee	Historic Districts Commission
	Sudbury Water District	Sudbury Public Schools	Goodnow Library Trustees	Planning Board
	Commission on Disability	Town Historian	Park & Recreation Commission	
	Minuteman High School	Finance Committee	Rail Trail Conversion Advisory Com	
			Sudbury Public Schools	
			Agricultural Committee	

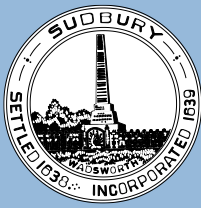
MEMBER OF:

Community Preservation Committee	Sudbury Housing Trust	Fairbank Community Center	Military Support Network	9/11 Memorial Garden Oversight Committee
MAGIC	Strategic Financial Planning for Capital Funding	Rte 20 Sewer Steering Committee	Fairbank Community Center	Strategic Financial Planning for Capital Funding
Vocational Education Options Committee	Strategic Financial Planning for OPEB Liabilities	Military Support Network	Route 20 Sewer Citizens Advisory Committee	Sudbury Center Improvement Advisory Committee
		Budget Strategies Task Force		Budget Strategies Task Force
		Vocational Education Options Committee		
		CERT		

Maryanne Bilodeau

Maryanne Bilodeau, Interim Town Manager

Attachment5.a: LIAISON LIST 2015-16_final_signed (1861 : Update Selectmen's Liaison Assignments)



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

MISCELLANEOUS (UNTIMED)

6: Annual Board & Committee Re-appointments

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote whether to approve the annual Selectmen's re-appointments of those listed (all of which are subject to acceptance), to acknowledge the resignations of those who choose not to be re-appointed, and to send a letter of appreciation to the resigning volunteers for their service to the community.

Recommendations/Suggested Motion/Vote: Vote whether to approve the annual Selectmen's re-appointments of those listed (all of which are subject to acceptance), to accept the resignations of those who choose not to be re-appointed, and to send a letter of appreciation to the resigning volunteers for their service to the community.

Background Information:
Attached list of re-appointments and resignations.

Financial impact expected:N/A

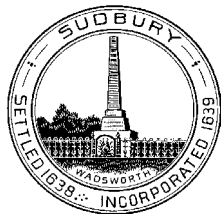
Approximate agenda time requested:

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

06/28/2016 7:30 PM



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

Date: June 14, 2016
To: Board of Selectmen
From: Leila Frank, Office Supervisor
Subject: Board of Selectmen Appointments

All board and committee members who are appointed by the Board of Selectmen are contacted prior to the expiration of their terms to determine whether they are willing to continue to serve. Their feedback is reflected in the “Member Comments” column, along with the date they responded.

Feedback is also requested from the chairmen of the committees on which the appointees serve regarding whether they wish to recommend reappointment of these members. If Town staff serve as liaisons to the committees, they are also contacted for feedback. Their comments are reflected in the “Chair/Staff Comments” column, along with the date they responded.

Those members who do not wish to be reappointed or are not recommended for reappointment are highlighted in red. Their resignations will become effective on May 31 and new volunteers are being sought to fill the openings. Some new appointments have already been recommended and are separate appointment items on the agenda.

All members who are reappointed will receive appointment letters in the mail. They are instructed to be sworn in at a Town office or notary public prior to the start of their new term.

Please see attached list of appointees.

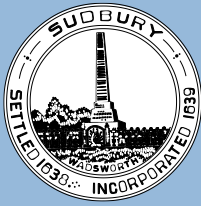
Board of Selectmen Reappointments
Terms Expire May 31, 2016

Board Name	Member Name	Member Comments	Chair/Staff Comments	Appointment Term
Aging, Council on	Carmine Gentile	Willing (5/9/16)	Reappoint (5/23/16)	3
Aging, Council on	John J. Ryan, Jr.	Willing (5/23/16)	Reappoint (5/23/16)	3
Aging, Council on	Patricia Tabloski	Willing (5/4/16)	Reappoint (5/23/16)	3
Agricultural Commission	Karen Hodder	Willing (5/4/16)	Reappoint (5/5/16)	3
Agricultural Commission	Pamela Duggan	Willing (5/11/16)	Reappoint (5/5/16)	3
Board of Appeals	Benjamin Stevenson	Willing (5/4/16)		1
Board of Appeals	John Riordan	Willing (5/4/16)		1
Board of Appeals	Jonathan F.X. O'Brien	Willing (5/5/16)		5
Board of Appeals	Jonathan W. Patch	Willing (5/9/16)		1
Board of Appeals	William Ray	Willing (5/5/16)		1
Capital Improvement Advisory Committee	Jamie M. Gossels	Willing (5/4/16)		3
Capital Improvement Advisory Committee	Susan Abrams	Willing (5/5/16)		1
Capital Improvement Advisory Committee	Thomas S. Travers	Willing (5/5/16)	Reappoint (5/5/16)	3
Community Preservation Committee	Diana E. Warren	Willing (5/4/16)		3
Community Preservation Committee	Elizabeth T. Quirk	Willing (5/4/16)		3
Community Preservation Committee	Fred Floru	Willing (5/11/16)		3
Community Preservation Committee	Sherrill P. Cline	Willing (5/10/16)		3
Community Preservation Committee	Thomas Friedlander	Willing (5/4/16)		3
Earth Removal Board	Benjamin Stevenson	Willing (5/4/16)		1
Earth Removal Board	John Riordan	Willing (5/5/16)		1
Earth Removal Board	Jonathan W. Patch	Willing (5/9/16)		1
Earth Removal Board	William Ray	Willing (5/5/16)		1
Energy & Sustainability Committee	James M. Cummings			3
Energy & Sustainability Committee	Rami Alwan	Willing (5/4/16)		3
Fairbank Study Committee	Bryan Semple			1
Fairbank Study Committee	Christine A. Hogan	Not Willing (6/21/16)		1
Fairbank Study Committee	Gregory George	Not Willing (6/21/16)		1
Fairbank Study Committee	James Kelly	Willing (5/5/16)		1
Fairbank Study Committee	John J. Ryan, Jr.	Willing (5/20/16)		1
Fairbank Study Committee	Joseph J. Sziabowski			1
Fairbank Study Committee	Leonard A. Simon	Not Willing (5/25/16)		1
Fairbank Study Committee	Melissa Murphy-Rodrigues			1
Fairbank Study Committee	Richard C. Williamson		Do Not Reappoint (5/23/16)	1
Fairbank Study Committee	Rick Johnson			1
Fairbank Study Committee	Robert C. Haarde			1
Fairbank Study Committee	Sarah Troiano			1
Land Acquisition Review Committee	Christopher Morely			2
Land Acquisition Review Committee	Robert Elkind			1
Mass. Bay Transportation Authority Designee	Melissa Murphy-Rodrigues			1
Permanent Building Committee	Elaine L. Jones	Willing (5/4/16)	Reappoint (5/4/16)	3
Permanent Building Committee	John M. Porter	Willing (5/4/16)	Reappoint (5/4/16)	1
Permanent Building Committee	Joseph J. Sziabowski		Reappoint (5/4/16)	2
Ponds and Waterways Committee	David Henkels	Not Willing (5/4/16)		3
Special Constable	Arthur J. Richard			1
Special Constable	Mark Herweck	Willing (5/4/16)		1
Special Constable	William L. Miles			1
Strategic Financial Planning for Capital Funding Committee	Adrian G. Davies	Willing (5/19/16)		1
Strategic Financial Planning for Capital Funding Committee	Charles C. Woodard			1
Strategic Financial Planning for Capital Funding Committee	Elena M. Kleifges	Willing (5/6/16)		1
Strategic Financial Planning for Capital Funding Committee	James Kelly	Willing (5/5/16)		1
Strategic Financial Planning for Capital Funding Committee	Joan Carlton	Willing (6/21/16)		1
Strategic Financial Planning for Capital Funding Committee	Kevin J. Matthews	Willing (5/4/16)		1
Strategic Financial Planning for Capital Funding Committee	Lisa V. Kouchadjian	Willing (5/10/16)		1
Strategic Financial Planning for Capital Funding Committee	Lucie S. St George	Willing (6/21/16)		1
Strategic Financial Planning for Capital Funding Committee	Melissa Murphy-Rodrigues			1
Strategic Financial Planning for Capital Funding Committee	Michael Lane		Do Not Reappoint (5/5/16)	1
Strategic Financial Planning for Capital Funding Committee	Susan N. Iuliano			1
Strategic Financial Planning for Capital Funding Committee	Thomas S. Travers	Willing (5/5/16)	Reappoint (5/5/16)	1
Sudbury Access Corporation	Donna Fayad	Willing (6/22/16)		3
Sudbury Water Dist. Water Resource Protection Com.	James F. Occhialini			1
Surveyor of Lumber & Measurer of Wood	Russell DiMauro			1

Please See
"Appointment
to Fairbank
Task Force"
Agenda Item

(Mark Howrey
appointed
6/14/16)

Attachment6.b: May 2016 BOS Reappointments (1802 : Annual Board & Committee Re-appointments)



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

MISCELLANEOUS (UNTIMED)

7: Town Manager Annual Re-appointments

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote whether to approve the Town Manager's annual re-appointments requiring Board of Selectmen's approval of those listed (all of which are subject to acceptance).

Recommendations/Suggested Motion/Vote: Vote whether to approve the Town Manager's annual re-appointments requiring Board of Selectmen's approval of those listed (all of which are subject to acceptance).

Background Information:

Attached list of re-appointments and resignations

Financial impact expected:N/A

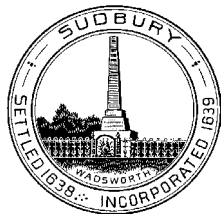
Approximate agenda time requested:

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

06/28/2016 7:30 PM



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

Date: June 14, 2016
 To: Board of Selectmen
 From: Leila Frank, Office Supervisor
 Subject: Town Manager Appointments

Town Manager Reappointments are conducted in a similar manner to the Board of Selectmen reappointments. Once responses from members, committee chairs and Town staff are compiled, the Town Manager reviews the responses and either approves or denies the reappointments. The appointments that require Board of Selectmen approval are brought before the Board. Appointment letters are sent once approval has been voted.

The following appointments require the consent of the Board of Selectmen.

1. Civil Defense
2. Conservation Commission
3. Commission on Disability
4. Historical Commission
5. Labor Relations Counsel
6. September 11th Memorial Garden Oversight Committee

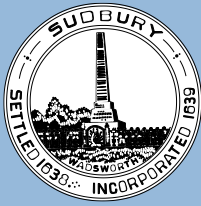
Please see attached list of appointees.

Town Manager Reappointments

Terms Expire May 31, 2016

Board of Selectmen Approval Recommended

Board Name	Name Formal	Term Expiration	Term
Civil Defense Director	William L. Miles	05/31/2016	1
Civil Defense, Assistant	I. William Place	05/31/2016	1
Civil Defense, Radio Operator	James Idelson	05/31/2016	1
Conservation Commission	Thomas Friedlander	05/31/2016	1
Historical Commission	Bill M. Johnson	05/31/2016	3
Historical Commission	Barbara A. Bahlkow	05/31/2016	3
Historical Commission	Fred Bautze	05/31/2016	3
Labor Relations Counsel	Kevin P. Feeley, Jr.	05/31/2016	1
Sept. 11th Mem. Garden Oversight Com.	Deborah B. Kruskal	05/31/2016	3
Sept. 11th Mem. Garden Oversight Com.	Bette E. Cloud	05/31/2016	3
Sept. 11th Mem. Garden Oversight Com.	Kathy E. Newman	05/31/2016	3
Sept. 11th Mem. Garden Oversight Com.	Barbara Clifton	05/31/2016	3
Sept. 11th Mem. Garden Oversight Com.	I. William Place	05/31/2016	3
Sept. 11th Mem. Garden Oversight Com.	Rachel W. Goodrich	05/31/2016	3
Sept. 11th Mem. Garden Oversight Com.	Kirsten Roopenian	05/31/2016	3
Sept. 11th Mem. Garden Oversight Com.	Beth V. Farrell	05/31/2016	3
Sept. 11th Mem. Garden Oversight Com.	Melissa Murphy-Rodrigues	05/31/2016	3



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

MISCELLANEOUS (UNTIMED)

8: Annual Town Forum

REQUESTOR SECTION

Date of request:

Requestor: Vice Chair Woodard

Formal Title: Discussion regarding the October Town Meeting (potential dates of Oct. 17 or 19). Also discuss Annual Town Forum.

Recommendations/Suggested Motion/Vote: Discussion regarding the October Town Meeting (potential dates of Oct. 17 or 19). Also discuss Annual Town Forum.

Background Information:

NOTE: The LSRHS Auditorium has limited availability in October. We are holding two dates: Monday, Oct. 17 and Wed., Oct. 19 for the October Town Meeting.

Financial impact expected:n/a

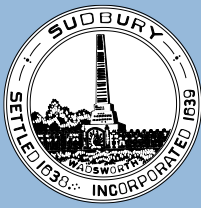
Approximate agenda time requested:

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

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SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

MISCELLANEOUS (UNTIMED)

9: Discussion of BOS Goals

REQUESTOR SECTION

Date of request:

Requestor: Town Manager Rodrigues

Formal Title: Discussion and possible vote on Selectmen's Goals

Recommendations/Suggested Motion/Vote: Discussion and possible vote on Selectmen's Goals

Background Information:

Attached goals for FY14 and FY17

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

06/28/2016 7:30 PM

FY 17 GOALS AS VOTED BY BOARD OF SELECTMEN

Voted Goals for FY17	What	Deliverables	Selectmen Liaisons	Lead Staff	Target Completion Date
1	Communication				
	Political Climate/ Positive				
2	Communications				
3	Sewer (Route 20)				
4	Rail Trail (BFRT, CSX)				
5	Vocational Education				
6	Fairbank Community Center				
	Sudbury Public Schools Administrative				
7	Offices				
8	Parks Master Plan				
9	Town Master Plan				
10	Melone				
11	Eversource				
12	Town Manager Evaluation Process				
13	Updating Selectmen Policies				
14	Special Municipal Employee Designations				
15	Capital Planning Budgetting Plan				
	Lincoln-Sudbury High School Regional				
16	Agreement				
17	40B Projects				
18	Inclusionary Zoning				
19	Loring Parsonage Sudbury Museum				
20	Wayside Inn Conservation Restriction				
21	Town Hall reconstruction				

Attachment 9.a: Copy of FY17 goals as voted by Board of Selectmen (1856 : Discussion of BOS Goals)

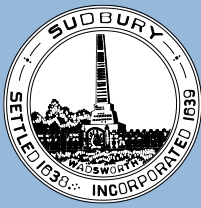
5/17/2016 - Board of Selectmen voted to approve FY17 Goals

FY 14 GOALS AS VOTED BY BOARD OF SELECTMEN

Voted Goals for FY14	What	Deliverables	Selectmen Liaisons	Lead Staff	Target Completion Date
1	Conduct an RFP process for Town Counsel services	RFP issued, Town Counsel appointment made	Drobinski, Simon	Valente, Bilodeau	3/17/2014
2	Plan and host the first "State of the Town" Forum, pursuant to the newly adopted bylaw	Forum held in FY14	Drobinski, Woodard	Office staff (Golden and Frank)	1/31/2014
3a	Prepare article for funding Police Station Construction	Article written, all construction documents ready, project is bid out?	O'Brien	Kelly, Nix, Valente, PBC	1/31/2014
3b	Determine future best use for the existing Police Station on Route 20	Report to Board of Selectmen with options; vote of Board on preferred option	O'Brien	Nix; Kablack, Kelly	1/31/2014
4	Pursuant to Strategic Financial Planning Report, Create a committee, charge them with developing a capital financing funding program with action steps	Report received with recommendations on how to finance the overall capital needs as described in Strategic Financing Planning Report	Woodard, O'Brien	Valente, Bilodeau Terkelsen	1/31/2014
5a	Pursuant to Strategic Financial Planning Report, Create a Committee, charge them with developing a long term plan for dealing with OPEB liabilities	Report received with recommendations on OPEB action steps as needed to address OPEB challenge described in Strategic Financing Planning Report	Woodard, O'Brien	Valente, Bilodeau	1/31/2014
5b	Health Claims Trust Fund closed out, agreement reach with IAC, plans developed for future of remaining funds	Article for Town Meeting to appropriate balance remaining in HCTF is developed; agreement reached with employees on distribution of employee portion of funds	Woodard, O'Brien	Valente, Bilodeau, Terkelsen	1/31/2014
6	Determine if Town will pursue ownership of CSX owned portion of rail trail line or let the option lapse	Board takes votes and provides direction to staff on finding alternative funding source for purchase.	Simon	Kablack, Dineen, Place	TBD
7	Update Selectmen's rules and regulations for issuance of alcohol licenses	Draft rules and regulations voted on by Board of Selectmen	O'Brien	Office Staff (Golden and Frank) Police Chief Nix	10/22/2013
8	Vote to approve that the Bruce Freeman Rail Trail in Sudbury, from the Concord/Sudbury town line to the crossing of the Mass Central right-of-way near Union Avenue be designed to Massachusetts Department of Transportation Standards.	Vote to approve that the Board of Selectmen submit a request to the Community Preservation Committee for \$175,000 of Community Preservation Act funds for the 25% design study, conforming to Massachusetts Department of Transportation standards, for the Bruce Freeman Rail Trail, from the Concord/Sudbury town line to the crossing of the Mass Central right-of-way near Union Avenue.	Simon, Haarde	Kablack, Dineen, Place	1/31/2014

FY 14 GOALS AS VOTED BY BOARD OF SELECTMEN

Voted Goals for FY14	What	Deliverables	Selectmen Liaisons	Lead Staff	Target Completion Date
9	Protect Sudbury's interests in the Minuteman Regional Vocational High School Capital Project	Board advises Town Meeting votes on new proposals for regional agreement, capital allocation method	Haarde, Simon	Valente	TBD
10	Establish a proposal to Marlborough Mayor and City Council to allow Sudbury use of Easterly Treatment plant for Sudbury business district	If feasible and agreeable to both communities, IMA is developed	Drobinski	Valente, Kablack	1/31/2014
11	Answer question of replacing roof on the Fairbank Community Center classroom section	After feasibility study is completed, determine if roof project can go forward and prepare article for 2014 Annual Town Meeting	O'Brien, Woodard, Haarde	Kelly, PBC	1/31/2014
12	Increase recreational land/opportunities/use at Davis Field	Plan is developed for expanded use of Davis Field including parking issues, Conservation Commission votes approval and DPW begins work on entrance to Parkinson land	Haarde	Dineen, Place, McShea, Valente	1/31/2014
13	Develop an expanded IMA for L-S playing fields that includes Lincoln	An agreement among L-S, Sudbury Selectmen, Sudbury Recreation Commission, Lincoln Selectmen, Lincoln Recreation Commission	O'Brien, Woodard, Haarde	Valente, McShea	TBD
14	Start engineering work for either the Marlboro alternative or the Sudbury decentralized system	Article is submitted by Board of Selectmen for 2014 Town Meeting	Haarde, Simon	Kablack	1/31/2014
15	Submit a CPC Project Form for FY15 funding for \$250,000 to investigate maximization of development of rental housing on the Melone property to make meaningful progress towards the Town's 10% obligation for affordable housing.	CPC project form is written and submitted to CPC, and if approved, article is submitted by Board of Selectmen for 2014 Town Meeting	Haarde, O'Brien, Woodard	Kablack, Valente	1/31/2014
16	Investigate the possibility of a "phased" approach to development of the Mass Central Rail line leased by the state DCR where phase one could be a Greenway Trail, followed later by a phase two hard surface trail, when federal/state funds are available for those costs.	Set up meeting with DCR on this project, find out status of plans in other towns, ask legislators to seek funding for design and constructions in Sudbury	Haarde, Simon	Kablack, Dineen, Place	Not determined



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

CONSENT CALENDAR ITEM

10: Minutes approval

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 6/7/16.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 6/7/16.

Background Information:

Attached draft

Financial impact expected:n/a

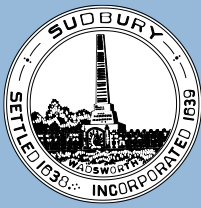
Approximate agenda time requested:

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

06/28/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

CONSENT CALENDAR ITEM

11: Appointments to VEGC

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to appoint Melissa Murphy-Rodrigues, Town Manager; Len Simon, 40 Meadowbrook Circle, as Selectmen Representative; Christine Hogan, 49 Blueberry Hill Ln, as SPS Committee Representative; Ivar Henningson, Sudbury Public Schools Guidance Counselor; Aida Ramos, Director of Student Services, as LSRHS Representative; Dennis Keohane; Sudbury Finance Director; Douglas Michaud, 9 Center St, as At-Large Member; and David Manjarrez, 47 Firecut Ln, as Minuteman School Committee Representative to the Vocational Education Guidance Committee, for terms ending 5/31/17.

Recommendations/Suggested Motion/Vote: Vote to appoint Melissa Murphy-Rodrigues, Town Manager; Len Simon, 40 Meadowbrook Circle, as Selectmen Representative; Christine Hogan, 49 Blueberry Hill Ln, as SPS Committee Representative; Ivar Henningson, Sudbury Public Schools Guidance Counselor; Aida Ramos, Director of Student Services, as LSRHS Representative; Dennis Keohane; Sudbury Finance Director; Douglas Michaud, 9 Center St, as At-Large Member; and David Manjarrez, 47 Firecut Ln, as Minuteman School Committee Representative to the Vocational Education Guidance Committee, for terms ending 5/31/17.

Background Information:

Please see VEGC Mission Statement and email from Selectmen Simon regarding membership list.

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

06/28/2016 7:30 PM



**Vocational Education Guidance Committee
Town of Sudbury
Voted to establish April 26, 2016 by the Sudbury Board of Selectmen**

Mission Statement

To evaluate the vocational high school choices for Sudbury students beginning in school year 2017-2018 and to make a recommendation to the Town, Board of Selectmen, and stakeholders regarding the school for Sudbury.

To consider transportation arrangements and transportation costs, for Sudbury students to attend a vocational education high school, and report accordingly.

To investigate becoming a member of the recommended vocational high school district.

To answer questions and concerns from parents, students, and educators regarding the committee's mission and recommendations.

To consult with other towns, in particular Wayland and Lincoln, as the committee pursues its mission.

Membership

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

- Town Manager
- One Sudbury Selectman
- One member of the Sudbury Public Schools or a designee of the SPS Committee
- One member of the Lincoln-Sudbury Regional School Committee or a designee of the L-S School Committee
- One guidance counselor of the Sudbury Public Schools
- One representative of the Sudbury Finance Department
- One Minuteman School Committee representative
- Two members-at-large

Compliance with State and Local Laws and Town Policies

The **Vocational Education Guidance Committee** is responsible for conducting its activities in a manner which is in compliance with all relevant state and local laws and regulations including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law, as well as all

Town policies which affect committee membership. In particular, all appointments are subject to the following:

The Code of Conduct for Selectmen Appointed Committee. A resident or employee who accepts appointment to a Town committee by the Board of Selectmen agrees that he/she will follow this code of conduct.

The Town's Email Communication for Committee Members Policy. Anyone appointed to serve on a Town committee by the Board of Selectmen agrees that he/she will use email communication in strict compliance with the Town of Sudbury's email policy, and further understands that any use of email communication outside of this policy can be considered grounds for removal from the committee by the Selectmen.

Use of the Town's Web site. The Committee will keep minutes of all meetings and post them on the Town's web site. The committee will post notice of meetings on the Town's website as well as at the Town Clerk's Office.

From: Leonard Simon [lensimon@comcast.net]
 Sent: Friday, June 10, 2016 1:42 PM
 To: Iuliano, Susan
 Cc: Rodrigues, Melissa
 Subject: Vocational Education Guidance Committee

Hi Susan,

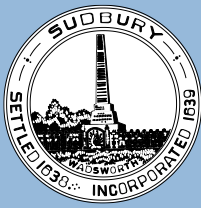
Would you be kind enough to put the following appointments to the Vocational Education Guidance Committee on the agenda for our June 28 meeting? I assume it is too late to get this onto an earlier agenda.

Thanks,

Len

Town Manager
 Board of Selectman
 Rep from SPS Committee
 Guidance counselor at SPS
 Rep from LSRHS –
 Town Treasurer
 At large/Parent
 At large/Parent
 Minuteman School Committee Rep.

Melissa Murphy-Rodrigues
 Len Simon
 Christine Hogan
 Ivar Henningson
 Aida Ramos, Dir. Student Services
 Dennis Keohane
 Douglas Michaud
 Not yet identified
 Dave Manjarrez



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

CONSENT CALENDAR ITEM
12: Board of Registrars Reappointment

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote on whether to re-appoint Gary M C Bean, 3 Wilshire Street, a registered Democrat, as a member of the Board of Registrars of Voters for a term to expire May 31, 2019, as recommended by Rosemary Harvell, Town Clerk.

Recommendations/Suggested Motion/Vote: Vote on whether to re-appoint Gary M C Bean, 3 Wilshire Street, a registered Democrat, as a member of the Board of Registrars of Voters for a term to expire May 31, 2019, as recommended by Rosemary Harvell, Town Clerk.

Background Information:

Attached memo from Beverly Guild, Democratic Town Committee Chair.

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

06/28/2016 7:30 PM

DEMOCRATIC TOWN COMMITTEE

Sudbury, Massachusetts 01776

May 20, 2016

Patricia B. Golden
Senior Admin. Asst. to the Town Manager
Office of Selectmen
Sudbury,MA 01776

RE: Appointment to the Board of Registrars

Dearf Ms. Golden:

A majority of the Sudbury Dermocratic town Committee at a duly called meeting on May 19, 2016, at which a quorum was present was as follows:

"The Sudbury Democatic Town Committee recommends Gary M. Bean, 3 Wilshire Rd., Margaret Espinola of 224 Goodman's Hill Rd.,, and Carl Offner of 46 Sunset Path,to the Board of Registrars."

Each of the above three named persons are enrolled m embers of the Democratic Party.

Margaret Espinola and Carl Offner have allowed their names to be submitted in order to satisfy the requirements of Chapter 51,s15.

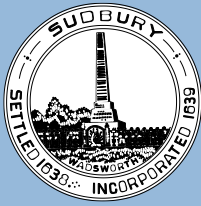
Thank you for your assistance inthis matter.

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2016 MAY 25 AM 10:46

Beverly B. Guild
Beverly B. Guild
Chairperson, Sudbury DTC, 54 Woodside Rd.Sudbury

cc: Town clerk



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

CONSENT CALENDAR ITEM
13: Park & Rec Bus Services Contract

REQUESTOR SECTION

Date of request:

Requestor: Kayla McNamara, Park & Recreation Director

Formal Title: Vote whether to approve award of contract by the Town Manager for bus services supplied by First Student, Inc. For Summer Camp Purposes, As Requested By Kayla McNamara, Park & Recreation Director.

Recommendations/Suggested Motion/Vote: Vote whether to approve award of contract by the Town Manager for bus services supplied by First Student, Inc. for summer camp purposes, as requested by Kayla McNamara, Park & Recreation Director.

Background Information:

Financial impact expected:Included within summer camp fees

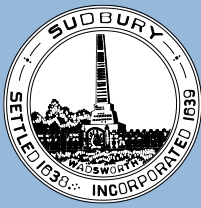
Approximate agenda time requested:

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

06/28/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

CONSENT CALENDAR ITEM

14: Approve IMA extension with Marlboro re: Veterans Agent

REQUESTOR SECTION

Date of request:

Requestor: Asst Town Manager Bilodeau

Formal Title: Vote to approve the Intermunicipal Agreement with the City of Marlborough to continue the “Marlborough-Sudbury Regional Veteran’s District” effective July 1, 2016 and authorize the Town Manager to sign agreement on behalf of the Town of Sudbury, contingent upon the Marlborough City Council’s approval and that there are no substantial changes to the attached document, as requested by Maryanne Bilodeau, Asst. Town Manager/HR Director.

Recommendations/Suggested Motion/Vote: *Vote to approve the Intermunicipal Agreement with the City of Marlborough to continue the “Marlborough-Sudbury Regional Veteran’s District” effective July 1, 2016 and authorize the Town Manager to sign agreement on behalf of the Town of Sudbury, contingent upon the Marlborough City Council’s approval and that there are no substantial changes to the attached document, as requested by Maryanne Bilodeau, Asst. Town Manager/HR Director.*

Background Information:
See attached

Financial impact expected:as budgeted

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

06/28/2016 7:30 PM

VETERANS' SERVICES INTERMUNICIPAL AGREEMENT
Between the City of Marlborough and the Town of Sudbury

Pursuant to M.G.L. c. 115, § 10, this Intermunicipal Agreement, approved by the Marlborough City Council and the Selectmen of the Town of Sudbury (the "Parties"), establishes the Marlborough – Sudbury Regional Veterans' District (the "District") and is hereby entered into and is effective from the 1st day of July, 2016 by and between the City of Marlborough ("Marlborough" or the "City of Marlborough") and the Town of Sudbury ("Sudbury" or the "Town of Sudbury") in accordance with the following terms:

1. Purpose and Duties:

(A) This Agreement contractually enables the Director of Marlborough's Veterans' Services Department (the "Director") to perform the duties of the Veterans' Agent for Sudbury. The Director will maintain separate, accurate, and comprehensive records for all services performed for Sudbury.

(B) Sudbury will provide a part-time employee ("Agent/Administrative Assistant") to serve as administrative support for the District. Said employee will be an employee of Sudbury.

(C) The Director and the Agent/Administrative Assistant will develop, in consultation with the Town Manager of Sudbury and the Mayor of Marlborough, a schedule of available hours in each municipality. The Director and the Agent/ Administrative Assistant shall serve all qualifying Veterans and their dependents in both municipalities, regardless of which office they are working in on any particular day.

(D) The Agent/Administrative Assistant will work under the direction of the Director and assist the office in carrying out relevant duties, including but not limited to the coordination of benefits to eligible applicants, the completion of local and state compliance reports, and other duties as needed.

(E) Sudbury agrees that the Director may utilize his accrued sick and vacation time which may, from time to time, coincide with his scheduled office availability in Sudbury. The Director shall inform Sudbury in advance of such occurrences, and ensure adequate office coverage during his absences.

2. Term: The term of this Agreement shall be for one year, effective July 1, 2016 and continuing until the end of the fiscal year on June 30, 2017, said term to be renewed annually upon the approval of the District Board. Pursuant to M.G.L. c. 115, § 10, the Town of Sudbury and the City of Marlborough may withdraw from this agreement if such withdrawal is voted not less than sixty (60) days prior to the end of the fiscal year and notice of such vote is filed with the other municipality comprising the District.
3. Location and Time of Services: The Director and the Agent/Administrative Assistant shall perform their duties in offices to be provided by both Marlborough and Sudbury.
4. Salary and Benefits: The Director shall be an employee of Marlborough, and his salary and benefits will be paid by the City of Marlborough. Sudbury agrees to pay to Marlborough the amount of \$833.50 per month, by check made payable to the City of Marlborough, c/o Comptroller, 140 Main Street, Marlborough, MA 01752, for the duration of this Agreement.
5. Distribution of Benefits to Veterans: It is understood and agreed that the distribution of benefits payments to eligible Veterans in Marlborough and Sudbury under M.G.L. c. 115 shall be paid by the respective municipality in which the eligible Veteran resides.

- 6. Indemnification and Insurance: Pursuant to M.G.L. c. 40, § 4A, Marlborough and Sudbury shall not be exempt from liability for their obligations under this Agreement. The Parties acknowledge that each has a minimum of \$1,000,000 of liability insurance through the Massachusetts Interlocal Insurance Association (MIIA), and that each part is covered by insurance for this joint venture as stated in the General Liability Coverage Form MGP 001.
- 7. Amendments: The Agreement may be amended or modified only by a written instrument signed by both Parties.
- 8. Notice: Until changed by notice in the manner specified above, for purposes of this paragraph the addresses and telephone numbers of the Parties to this Agreement shall be:

FOR THE CITY OF MARLBOROUGH

Arthur G. Vigeant, Mayor
 City of Marlborough
 140 Main Street
 Marlborough, MA 01752
 Telephone: (508) 460-3770

FOR THE TOWN OF SUDBURY:

Melissa Murphy-Rodrigues, Town Manager
 Town of Sudbury
 278 Old Sudbury Road
 Sudbury, MA 01776
 Telephone: (978) 639-3381

- 9. The Parties understand and agree that reimbursement by the Commonwealth of Massachusetts of an eligible Veteran’s benefits, as provided under M.G.L. c. 115, § 6, which reimbursement as of the date of this Agreement is seventy-five percent (75%), shall be credited to either Marlborough or Sudbury depending upon the respective municipality in which the eligible Veteran resides.
- 10. Upon execution of this Agreement, Marlborough and Sudbury shall create a District Board pursuant to M.G.L. c. 115 § 11, with all of the duties and authorities thereunder. Said District Board shall be comprised of one representative from Marlborough and one representative from Sudbury, and shall meet no less than once every calendar year.
- 11. The Director shall assist local Veterans’ Councils from Marlborough and Sudbury with the coordination of all ceremonies and parades in which the local Veterans’ Councils participate.
- 12. In accordance with 108 CMR 12.02, the District is subject to approval by the Massachusetts Department of Veterans Services, which approval shall be expeditiously sought by the Parties upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 23rd day of June, 2016.

City of Marlborough:

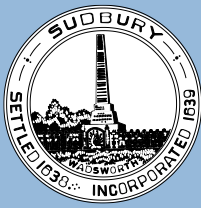
Town of Sudbury:



Arthur G. Vigeant, Mayor

Melissa Murphy-Rodrigues, Town Manager

Attachment 14.a: Marlborough - Sudbury Veterans District Agreement - Final (1866 : Approve IMA extension with Marlboro re: Veterans Agent)



SUDBURY BOARD OF SELECTMEN
Tuesday, June 28, 2016

MISCELLANEOUS (UNTIMED)

15: Taxi & Limousine License Renewal 2016

REQUESTOR SECTION

Date of request:

Requestor: Darlene Brown, AAA Limousine

Formal Title: Vote to renew the Livery and Limousine License for AAA Limousine, Inc., 39 Union Avenue, and to approve rate schedule as provided, subject to approval of individual driver licenses and satisfactory vehicle inspections by the Police Dept., said licenses to expire on June 30, 2017.

Recommendations/Suggested Motion/Vote: *Vote to renew the Livery and Limousine License for AAA Limousine, Inc., 39 Union Avenue, and to approve rate schedule as provided, subject to approval of individual driver licenses and satisfactory vehicle inspections by the Police Dept., said licenses to expire on June 30, 2017.*

Background Information:

AAA Limousine, Inc has been in business for many years without issues; vehicles are inspected annually by the Police Department and drivers are registered with the State. Application is attached.

Financial impact expected:\$50 in licensing fees

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

06/28/2016 7:30 PM



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2016 JUN 24 A 9:26

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
Fax: 978-443-0756
Email: selectmen@sudbury.ma.us

TAXI & LIMOUSINE LICENSE APPLICATION

Please complete the application form and return to the Selectmen's Office along with all required materials listed below by **Wednesday, June 22, 2016**. You may attach additional pages if needed. Please note all licenses expire on June 30 of each year.

NAME: Darlene Brown

ADDRESS: P.O. Box 135
Sudbury, MA 01776

PHONE: [REDACTED]

EMAIL: [REDACTED]

BUSINESS NAME: AAA Limousine, Inc.

BUSINESS ADDRESS: 37 Union Ave Sudbury MA 01776

HOURS OF OPERATION: 24/7 by reservation

RATE SCHEDULE: sedan \$95

SW \$95 up 2 4 passengers 5+ \$10 per person

NAME, ADDRESS, D.O.B. AND DRIVER'S LICENSE NUMBER(S) FOR EACH DRIVER: see attached

PLEASE ENCLOSE THE FOLLOWING WITH YOUR APPLICATION:

- Copy of Registration for each Fleet Vehicle
- Proof of Auto Insurance for all Fleet Vehicles
- Proof of Worker's Compensation Insurance (Workers' Compensation Act requires local licensing authorities to withhold license renewals if the licensee has not provided evidence of its compliance with the Act's requirement to provide workers' compensation insurance for its employees. A copy of the policy or a certificate of insurance is satisfactory.)
- Tax Attestation Form (attached)
- \$50 Application Fee (Please make checks payable to Town of Sudbury)

I hereby apply for a license to operate taxis and limousines within the Town of Sudbury.

Applicant Signature: Darlene Brown Date: 6.13.16

