

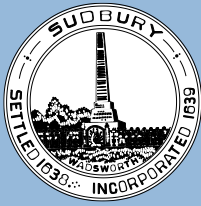
SUDBURY BOARD OF SELECTMEN
TUESDAY AUGUST 16, 2016
7:30 PM, TOWN HALL - LOWER LEVEL

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 / SIGN</i>	As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for El Basha Grill & Bar, 423 Boston Road, as requested in an application dated August 8, 2016, subject to conditions put forth by the Fire Department and Building Department.
2.	7:50 PM	<i>VOTE</i>	Interview candidate Sam Merra, 111 Woodside Road, for appointment to the Fairbank Community Center Study Task Force. Following interview, vote whether to appoint Sam Merra for a term ending May 31, 2017.
MISCELLANEOUS			
3.		<i>VOTE</i>	Discussion and possible vote to amend the Fairbank Community Center Task Force mission statement to provide for a plan in conformance with operational and capital parameters determined by the BOS.
4.		<i>VOTE</i>	Vote to appoint Finance Committee representatives to the Fairbank Community Center Task Force, for terms to expire May 31, 2017, as designated by the Finance Committee on August 15, 2016.
5.			Discussion of VHB community input process for design of the Bruce Freeman Rail Trail.
6.		<i>VOTE</i>	Discussion and possible vote to adopt Bruce Freeman Rail Trail Design Implementation Task Force mission statement. Michelle Ciccolo, CEO of the Ciccolo Group, LLC to attend.
7.		<i>VOTE</i>	Vote to approve the signing by the Town Manager of a contract with Wetlands Specialist, David W. Burke, for a Bruce Freeman Rail Trail ANRAD (Abbreviated Notice of Resource Area Delineation) Peer Review.
8.		<i>VOTE</i>	Review of policy and suggested policy changes related to contract approval by the Town Manager.
9.			Discuss process to determine disbursement of National Development funds.

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
10.		<i>VOTE</i>	Vote to call a Special Town Meeting to be held on Monday, October 17, 2016, at 7:30 p.m. in the Lincoln-Sudbury Regional High School Auditorium, and to open the Warrant commencing August 17, 2016, and to close the Warrant for said Special Town Meeting on Monday, Sept. 12, 2016 at 5:00 p.m.
11.		<i>VOTE</i>	Vote to request to petition the Legislature to repeal Chapter 180 of the Acts of 1996, requiring arguments pro and con concerning ballot questions on the election warrant.
12.			Discussion of whether to repeal or amend Article XV Building Code.
13.		<i>VOTE</i>	Consider and vote on adoption of Orders of Taking for Tall Pine Drive, awarding no damages, and authorizing BOS Chair to execute all letters, notices, or such other correspondence related thereto.
14.		<i>VOTE</i>	Discussion and vote as to the sufficiency of the Notice of Intent to Sell Land Subject to M.G.L. Chapter 61B, s.9, received from Owner Ledgewood II at Sudbury Development Corp., Richard Campana, President, on July 21, 2016, regarding .918 a. known as Lot 32 Mary Catherine Lane, Assessors Map B07 Parcel 0204.
15.			Citizen's Comments (Cont)
16.			Discuss future agenda items
CONSENT CALENDAR			
17.		<i>VOTE</i>	Vote to approve the regular session minutes of 7/26/16, and the minutes of 9/10/15 (Town Manager candidate interviews).
18.		<i>VOTE</i>	Vote to grant a special permit to Myke Farricker, Committee Co-Chair, to hold a "Positive Spin for ALS" bike ride on Sunday, September 25, 2016, from 7:00 a.m. through approximately 4:00 p.m., following the same route as in previous years, subject to Police Dept. safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the race's conclusion.
19.		<i>VOTE</i>	Vote to reappoint Anne Slugg, 14 King Philip Road as member of the SuAsCo River Stewardship Council; and John Drobinski, 94 Woodside Road as alternate member of the SuAsCo River Stewardship Council for three-year terms, ending 5/31/19.
20.		<i>VOTE</i>	Vote to appoint Kayla McNamara, Director of the Park & Recreation Department, and Debra Galloway, Director of the Council on Aging, as Ex-Officio Members to the Fairbank Community Center Task Force for terms to expire May 31, 2017.
21.		<i>VOTE / SIGN</i>	Vote to renew the current Sunday Entertainment License for Bullfinch's, Inc., d/b/a Bullfinch's Restaurant, 730 Boston Post Road, for a live jazz trio from 11:00 a.m. to 2:00 p.m. for the period of September 1, 2016 to August 31, 2017.
22.		<i>VOTE</i>	Vote to allow the Town Manager to sign a contract extension with Ciccolo Group LLC for planning consultant services. The contract would encompass expanded contracted planning services including the 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, August 16, 2016

TIMED ITEM**1: El Basha Common Victualler License Application****REQUESTOR SECTION**

Date of request:

Requestor: Elie Sakhat

Formal Title: As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for El Basha Grill & Bar, 423 Boston Road, as requested in an application dated August 8, 2016, subject to conditions put forth by the Fire Department and Building Department. Jean Sakhat of El Basha Grill & Bar will attend.

Recommendations/Suggested Motion/Vote: As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for El Basha Grill & Bar, 423 Boston Road, as requested in an application dated August 8, 2016, subject to conditions put forth by the Fire Department and Building Department.

Background Information:

Application and department approvals attached.

Financial impact expected:\$50 Common Victualler License Fee and \$50 Entertainment License Fee

Approximate agenda time requested:

Representative(s) expected to attend meeting: Jean Sakhat, El Basha Grill & Bar

Review:

Patty Golden Pending

Melissa Murphy-Rodrigues Pending

Barbara Saint Andre Pending

Susan N. Iuliano Pending

Board of Selectmen Pending

08/16/2016 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

APPLICATION FOR COMMON VICTUALLER & ENTERTAINMENT LICENSE

Please complete this application form and return to the Selectmen's Office, along with all required materials listed below. Please review your plans with the Building Inspector, Health Director and Fire Chief before submitting your application.

TO THE LICENSING AUTHORITY
SUDBURY, MASSACHUSETTS

Name of applicant: El Basha Sudbury, Inc.

Address of applicant: 423 Boston Post Road, Sudbury, MA 01776

Phone: [REDACTED]

Email: [REDACTED]

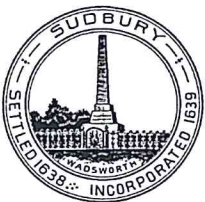
Business Name: El Basha Grill & Bar

Business Address: 423 Boston Post Road, Sudbury, MA 01776

Please enclose the following documents with your application:

- ☒ Completed Tax Attestation (form attached)
- ☒ Evidence of compliance with the Worker's Compensation Act requirement to provide workers' compensation insurance for employees. (A copy of the policy or a certificate of insurance is satisfactory.)
- ☒ Background information relative to the corporation. If applicable, articles of incorporation, including, names of principals of corporation, number of restaurants owned, etc.
- ☒ Floor plan: detailing plan of rooms, their use, restroom locations, exits, seating arrangements, as well as showing cooking and service area (seating capacity must be obtained from the Building Inspector).
- ☒ Whether any changes in the premises, structural or expansion, are planned.
- ☒ Verification of Worker's Compensation insurance.

2016 AUG - 8 A 10:11
RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA



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

- ☐ A dated letter from the present business owner stating the effective date of new ownership.
- ☒ A copy of the lease agreement between the property owner and the business owner.
- ☒ Application Fee: Common Victualler License = \$50
Entertainment License = \$50 (if applicable)
Provide one check payable to *Town of Sudbury*.

APPLICATION FOR ENTERTAINMENT LICENSE

Entertainment licenses are required for live entertainment (not tv and radio) that occurs Monday – Saturday. A separate license is required for entertainment on Sunday.

TYPE OF ENTERTAINMENT: Musicians

DAYS & HOURS OF ENTERTAINMENT: 6:00 p.m. to 10:00 p.m.

In accordance with M.G.L. c.140, I hereby request a Common Victualler license, to be presented within the premises herein described.

12/22/15
Date

[Signature]
Applicant Signature


Please submit completed application and materials to:
Board of Selectmen, 278 Old Sudbury Rd, Sudbury, MA 01776

CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that
El Basha Sudbury, Inc. has/hav e complied with all laws
of the Commonwealth of Massachusetts relating to taxes, reporting of employees and
contractors, and withholding and remitting child support.



Social Security Number, or
Federal Identification Number


Signature of Individual, or
Corporation Name

December 22, 2015
Date

By: President
Corporate Officer & Title (if applicable)

AFFIX CORPORATE SEAL

N.A.

**BOARD OF DIRECTORS
AND
STOCKHOLDERS MEETING
OF
EL BASHA SUDBURY, INC.**

The undersigned, being all the members of the Board of Directors and all the Stockholders of El Basha Sudbury, Inc. (hereinafter "Corporation"), a Massachusetts Corporation, at a meeting of the Corporation duly called and held on December 9, 2015 at the offices of the Corporation upon motion made and seconded:

VOTED: That the Corporation shall file a Doing Business Certificate and conduct the business of the Corporation under the name of El Basha Grill and Bar.

VOTED: That the Corporation be hereby authorized in its name to execute and deliver to Commerce Bank a Note in the amount of \$250,000.00.

VOTED: That Elie Nabil Sakhat be appointed as the Manager under the All-Alcoholic Beverage Restaurant License.

VOTED: That the President is authorized to execute and deliver on behalf of the Corporation, any and all such applications for the Corporation's use of the Premises at 423 Boston Post Road, Sudbury, MA 01776 for a restaurant with an All-Alcoholic Beverage License.

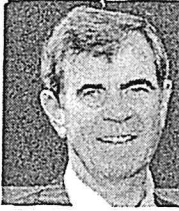
Executed as of the 22 day of December, 2015



Elie N. Sakhat
Director and Stockholder



Jean N. Sakhat
Director and Stockholder



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 001199402

[Request certificate](#)

[New search](#)

Summary for: **EL BASHA SUDBURY, INC.**

The exact name of the Domestic Profit Corporation: EL BASHA SUDBURY, INC.		
Entity type: Domestic Profit Corporation		
Identification Number: <u>001199402</u>		
Date of Organization in Massachusetts: 12-03-2015		
Last date certain:		
Current Fiscal Month/Day: 12/31		
The location of the Principal Office:		
Address: 423 BOSTON POST ROAD		
City or town, State, Zip code, SUDBURY, MA 01776 USA		
Country:		
The name and address of the Registered Agent:		
Name: ELIE N. SAKHAT		
Address: 423 BOSTON POST ROAD		
City or town, State, Zip code, SUDBURY, MA 01776 USA		
Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	ELIE N. SAKHAT	25 BRIDLE PATH SHREWSBURY, MA 01545 USA
TREASURER	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA
SECRETARY	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA

DIRECTOR	ELIE N. SAKHAT	25 BRIDLE PATH SHREWSBURY, MA 01545 USA
DIRECTOR	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA

Business entity stock is publicly traded: ☐

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of Shares
CNP	\$ 0.00	10,000	\$ 0.00	200



Consent

Confidential
DataMerger
Allowed

Manufacturing

View filings for this business entity:


ALL FILINGS

View filings

Comments or notes associated with this business entity:

New search

MA SOC Filing Number: 201553257970 Date: 12/3/2015 1:45:00 PM

	The Commonwealth of Massachusetts William Francis Galvin Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640	Minimum Fee: \$250.00 <div style="border: 1px solid black; padding: 2px; font-size: small;">Special Filing Instructions</div>															
Articles of Organization (General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)																	
Identification Number: <u>001199402</u>																	
ARTICLE I The exact name of the corporation is: <u>EL BASHA SUDBURY, INC.</u>																	
ARTICLE II Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose: <u>A. TO CARRY ON THE BUSINESS OF OWNING, LEASING AND OPERATING A RESTAURANT AND CAFE BUSINESS FOR THE PURPOSE OF PROVIDING FOOD, ENTERTAINMENT, AND BEVERAGES INCLUDING ALCOHOLIC BEVERAGES FOR PERSONS, CUSTOMERS, AND PATRONS OF THE RESTAURANT AND CAFE. B. TO CONDUCT ANY AND ALL BUSINESS ACTIVITIES ALLOWED UNDER THE BUSINESS CORPORATION LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WHETHER OR NOT RELATED TO THOSE STATED IN SUBPARAGRAPH A ABOVE.</u>																	
ARTICLE III State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.																	
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">Class of Stock</th> <th style="width: 25%;">Par Value Per Share Enter 0 if no Par</th> <th colspan="2" style="width: 40%;">Total Authorized by Articles of Organization or Amendments</th> <th style="width: 10%;">Total Issued and Outstanding</th> </tr> <tr> <th></th> <th></th> <th style="font-size: small;">Num of Shares</th> <th style="font-size: small;">Total Par Value</th> <th style="font-size: small;">Num of Shares</th> </tr> </thead> <tbody> <tr> <td>CNP</td> <td>\$0.00000</td> <td>10,000</td> <td>\$0.00</td> <td>200</td> </tr> </tbody> </table>			Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding			Num of Shares	Total Par Value	Num of Shares	CNP	\$0.00000	10,000	\$0.00	200
Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding													
		Num of Shares	Total Par Value	Num of Shares													
CNP	\$0.00000	10,000	\$0.00	200													
G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.																	
ARTICLE IV If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class. <u>NOT APPLICABLE.</u>																	
ARTICLE V																	

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

NONE.

ARTICLE VI

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

NONE.

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: ELIE N. SAKHAT
 No. and Street: 423 BOSTON POST ROAD
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ELIE N. SAKHAT	25 BRIDLE PATH SHREWSBURY, MA 01545 USA
TREASURER	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA
SECRETARY	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA
DIRECTOR	ELIE N. SAKHAT	25 BRIDLE PATH SHREWSBURY, MA 01545 USA
DIRECTOR	JEAN N. SAKHAT	429 MAIN STREET SHREWSBURY, MA 01545 USA

d. The fiscal year end (i.e., tax year) of the corporation:
 December

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT AND CAFE

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

No. and Street: 423 BOSTON POST ROAD
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

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

No. and Street: 423 BOSTON POST ROAD
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

which is

☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

Signed this 3 Day of December, 2015 at 1:44:37 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

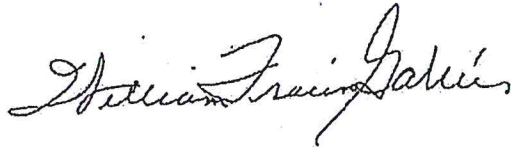
ELIE N. SAKHAT

MA SOC Filing Number: 201553257970 Date: 12/3/2015 1:45:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

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

December 03, 2015 01:45 PM



WILLIAM FRANCIS GALVIN

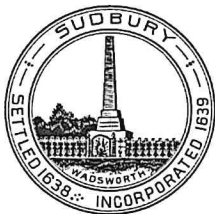
Secretary of the Commonwealth

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)A.) Is the applicant seeking approval to pledge the license? ☐ Yes ☒ No1. If yes, to whom: 2. Amount of Loan: 3. Interest Rate: 4. Length of Note: 5. Terms of Loan : B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? ☐ Yes ☒ No1. If yes, to whom: 2. Number of Shares: C.) Is the applicant pledging the inventory? ☐ Yes ☒ NoIf yes, to whom: **IMPORTANT ATTACHMENTS (6):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.**20. CONSTRUCTION OF PREMISES:**Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: ☒ Yes ☐ No

Completely new. Full build-out for restaurant, plumbing, electrical, decor and furniture.

21. ANTICIPATED OPENING DATE:

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



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: selectmensoffice@sudbury.ma.us

FOOD SERVICE REQUIREMENT RESTAURANTS THAT SERVE ALCOHOLIC BEVERAGES

In accordance with the Town of Sudbury Alcohol Rules & Regulations Food Service requirement below, please complete this form and return to the Selectmen's Office.

Excerpt from Town of Sudbury Alcohol Rules & Regulations

Food Service:

A. Coinciding with the service of alcoholic beverages, licensees must serve food.

Following the close of the full menu, licensees must provide, at a minimum, five (5) assorted items up until thirty (30) minutes before closing. The proposed assorted items will be submitted to the LLA for approval upon request for the original license or renewal. The LLA will approve said items with the understanding that chips, pretzels, popcorn or similar snacks will not suffice.

B. Any deviation from the approved limited menu must be submitted to the LLA for approval.

Business Name: EL-BASHA Grille

Business Address: 423 Boston Post RD.

A. If the full menu closes while alcohol continues to be served, complete below:

Items Served After Close of Full Menu, Until 30 Minutes Before Closing:

1. H
2. _____
3. _____
4. _____
5. _____

OR

B. If the full menu is available the entire time that alcohol is served, check below:

☒ The full menu is available the entire time that alcoholic beverages are served.

Business Owner Signature: _____

Date: 8/9/16

Please submit completed form to: Board of Selectmen, 278 Old Sudbury Rd, Sudbury, MA 01776

El Basha Common Victualler & Entertainment License Approvals

Building Department Approval:

From: Herweck, Mark
Sent: Monday, August 08, 2016 5:22 PM
Subject: RE: El Basha Common Victualler License Application

Leila, Building Department has **NO ISSUES**.
Thank you

Fire Department Approval:

From: Whalen, John
Sent: Wednesday, August 10, 2016 4:03 PM
Subject: RE: El Basha Common Victualler License Application

Hello Leila,
The Fire Department has **NO ISSUES** with this license, all needed requirements have been completed.
Thank you
John M. Whalen
Assistant Fire Chief

Board of Health Approval:

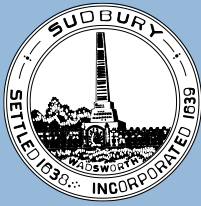
From: Murphy, Bill
Sent: Monday, August 08, 2016 11:46 AM
Subject: RE: El Basha

El-Basha has been inspected and meets compliance with the State Sanitary Code. They have been issued a Food Service permit.

Police Department Approval:

From: Nix, Scott
Sent: Tuesday, August 09, 2016 8:23 AM
Subject: RE: El Basha Common Victualler License Application

Leila,
The Police Department **DOES NOT HAVE AN ISSUE** with the application.
Respectfully,
Scott Nix
Chief of Police



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

TIMED ITEM**2: Fairbank Task Force - Interview Candidate for Appointment**REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Interview candidate Sam Merra, 111 Woodside Road, for appointment to the Fairbank Community Center Study Task Force. Following interview, vote whether to appoint Sam Merra for a term ending May 31, 2017.

Recommendations/Suggested Motion/Vote: Interview candidate Sam Merra, 111 Woodside Road, for appointment to the Fairbank Community Center Study Task Force. Following interview, vote whether to appoint Sam Merra for a term ending May 31, 2017.

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
Town Counsel	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

TOWN OF SUDBURY

APPLICATION FOR APPOINTMENT

BOARD OF SELECTMEN
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Community Center Task Force

Name: Sam Merra

Address: 111 Woodside Rd.

Home phone: [REDACTED]

Email Address: [REDACTED]

Work or Cell phone: [REDACTED]

Years lived in Sudbury: Approaching 50

Brief resume of background and pertinent experience:

Chairman LS Scholarship Committee
Member/Treasurer Council on Aging
Friends of the Sudbury Senior Citizens

Municipal experience (if applicable):

Member of the Budget Review Task Force

Educational background:

B.S. in Mechanical Engr., University of Notre Dame
M.S. in Mechanical Engr. M.I.T

Reason for your interest in serving:

I would like to continue to support the needs of Sudbury Seniors who represent over 20% of the Sudbury population consistent with the overall needs of the Town.

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

Generally available.

Do you or any member of your family have any business dealings with the Town? If yes, please explain:
No

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

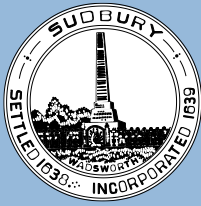
I agree that if appointed, I will work toward furtherance of the committee's mission statement; and further, I agree that I will conduct my committee activities in a manner which is compliant with all relevant State and Local laws and regulations, including but not limited to the Open Meeting Law, Public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

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

Signature Sam Merra

Date 7/26/16

RECEIVED
 BOARD OF SELECTMEN
 SUDBURY, MA
 2016 JUL 26 P 2:12



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

3

MISCELLANEOUS (UNTIMED)

3: FCCTF Mission Statement

REQUESTOR SECTION

Date of request:

Requestor: Chairman Iuliano

Formal Title: Discussion and possible vote to amend the Fairbank Community Center Task Force mission statement to provide for a plan in conformance with operational and capital parameters determined by the BOS.

Recommendations/Suggested Motion/Vote: Discussion and possible vote to amend the Fairbank Community Center Task Force mission statement to provide for a plan in conformance with operational and capital parameters determined by the BOS.

Background Information:

Revised mission statement attached provided by Susan

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
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

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

Amended August 16, 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, the Council on Aging, and the Sudbury Public Schools Administration. 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~~ within the context of operational and capital budget parameters determined by the Board of Selectmen in consultation with the Study Task Force.

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, 2017. 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. Two members of the Park and Recreation Commission
3. Two members of the Council on Aging
4. Two members of the Sudbury Public School Committee
5. Two members of the Permanent Building Committee
6. Up to two members of the Finance Committee
7. The Combined Facilities Director as Ex-Officio
8. The Director of the Park and Recreation Department as Ex-Officio
9. The Director of the Senior Center as Ex-Officio
10. 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 will 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?

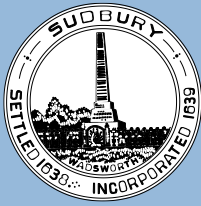
These questions are starting points in the overall goal of developing a report for the Board of Selectmen and the community on the future plans and needs desired at the Community Center. The committee will be act in an advisory role to the Permanent Building Committee during the procurement process for 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, August 16, 2016

MISCELLANEOUS (UNTIMED)**4: Appoint FinCom reps to FCCTF****REQUESTOR SECTION**

Date of request:

Requestor: Chair Iuliano

Formal Title: Vote to appoint Finance Committee representatives to the Fairbank Community Center Task Force, for terms to expire May 31, 2017, as designated by the Finance Committee on August 15, 2016.

Recommendations/Suggested Motion/Vote: Vote to appoint Finance Committee representatives to the Fairbank Community Center Task Force, for terms to expire May 31, 2017, as designated by the Finance Committee on August 15, 2016.

Background Information:

Financial impact expected:

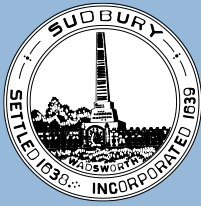
Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

MISCELLANEOUS (UNTIMED)**5: VHB community input process**REQUESTOR SECTION

Date of request:

Requestor: Chairman Iuliano

Formal Title: Discussion of VHB community input process for design of the Bruce Freeman Rail Trail.

Recommendations/Suggested Motion/Vote: Discussion of VHB community input process for design of the Bruce Freeman Rail Trail.

Background Information:
attached flyer for 8/26 design charette

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
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

Bruce Freeman Rail Trail

Design Charrette

Thursday, August 25, 2016, Sudbury Town Hall
6:00 - 8:00 pm ~ Drop in anytime!



What is a CHARRETTE?

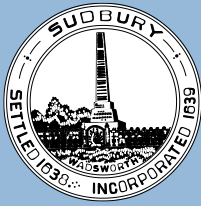
A charrette is an intensive, collaborative planning event where citizens, property owners, community organizations, business owners, employees, visitors, customers, planners, consultants and/or other stakeholders collaborate on a strategic plan or vision. The evening may include poster activities, surveys, Q&A, mapping exercises and more!

- *What vistas should be showcased by trail lookout areas?*
- *What amenities should be considered? Benches? Maps? Kiosks? Educational flora/fauna signage? Historical markers? Railroad artifacts? Where should they go?*
- *What are the best locations for parking areas?*
- *What connections points should be made for increased pedestrian/bicycle mobility throughout town?*

We want to hear from you!

Come to the charrette with your ideas, comments and questions! Please join us on Thursday, August 25, 2016 at Town Hall. **DROP IN ANYTIME** between 6:00 - 8:00 pm to participate! Give us your input on this great resource.

Can't make it? Email your ideas to community@sudbury.ma.us in advance. Please put "BFRT" in the subject line of your email and include your name and address for the public record.

**SUDBURY BOARD OF SELECTMEN**

Tuesday, August 16, 2016

MISCELLANEOUS (UNTIMED)**6: Mission Statement for BFRT****REQUESTOR SECTION**

Date of request:

Requestor: Chairman Iuliano

Formal Title: Discussion and possible vote to adopt Bruce Freeman Rail Trail Design Implementation Task Force mission statement. Michelle Ciccolo, CEO of the Ciccolo Group, LLC to attend.

Recommendations/Suggested Motion/Vote: Discussion and possible vote to adopt Bruce Freeman Rail Trail Design Implementation Task Force mission statement. Michelle Ciccolo, CEO of the Ciccolo Group, LLC to attend.

Background Information:

Attached documents including revised mission statement provided by Susan Iuliano

Financial impact expected:n/a

Approximate agenda time requested: 20 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

To: Board of Selectmen
 Cc: Melissa Murphy-Rodrigues, Town Manager
 From: Susan Iuliano
 Date: August 16, 2016
 Re: BFRT Design Task Force Mission Statement

Attached for review and discussion at our August 16 meeting is a revised version of the draft BFRT Design Task Force mission statement. I have tried to incorporate many of your suggested revisions. As some of the proposed changes were not really compatible, I have tried to balance the concerns raised.

Overview of Proposed Revisions

- It has been suggested that we use the name “Bruce Freeman Rail Trail Design Task Force.” The word “implementation” is not needed.
- Portions of the background information have been eliminated.
- Clarification of the role of the Task Force:
 - only to advise the BOS and Town Manager
 - to coordinate with VHB, but not assume tasks assigned to VHB (or any design engineer selected for the 75% design)
 - not to communicate with MADOT or others on behalf of Town
 - not to present at Town Meeting
- Tighter definition of this project and a map showing route.

Questions for Discussion

- Sudbury Wetland Bylaws: We have discussed previously. Dan DePompei (and others) have asked about how the approach to bylaws here is distinct from our recent discussion of the building permit bylaw. We will have a preliminary discussion concerning the Sudbury bylaws to clarify this area and to frame any references to wetland protection in the mission statement.
- Composition: We need to resolve total number and membership, including representation from the Friends of the BFRT.
- Better definition is needed of the respective roles of the Task Force and the design engineer in the public input process.



TOWN OF SUDBURY

BRUCE FREEMAN RAIL TRAIL DESIGN TASK FORCE

Mission Statement

Residents of Sudbury have approved several appropriations at Town Meeting for the design of the Bruce Freeman Rail Trail (BFRT). The Bruce Freeman Rail Trail Design Task Force is intended to provide assistance to the Board of Selectmen and the Town Manager in advancing the design of the project. The Selectmen are committed to developing an overall project and vision for this rail trail conversion that has the support of the community. The Board of Selectmen is looking to this Task Force to help guide the Board and Town staff in making thoughtful design decisions that: (1) are respectful and responsive to residents' concerns, including those of abutters, businesses, trail advocates, and future users; (2) aim to protect the natural environment; and (3) result from an open and transparent design process. The Town acknowledges and plans for the Trail to be built with State and Federal funding under the oversight of the Massachusetts Department of Transportation (MassDOT).

Background

MassDOT owned rail line: The portion of rail line in Sudbury that is to be addressed by this Task Force is part of a larger, 25-mile unused railroad right-of-way that was purchased in 1982 by the State, the entity which will continue to own the underlying land even after the rail line has been converted to a rail trail. The BFRT is planned as a 22-mile rail trail, named after Bruce N. Freeman, the late state representative and ardent supporter of the trail. The focus of the Task Force is the 4.6 mile section that runs through Sudbury, from the Concord town line to just North of Route 20. See the map attached as Attachment A.

Important connections and benefits: The BFRT is a critical link within the Bay Circuit Trail & Greenway, a 200-mile trail system extending through 37 towns in Eastern Massachusetts, linking parks and open spaces in 57 Boston area communities. The BFRT Sudbury portion will help connect to Framingham, thus creating a 25-mile corridor from Lowell to Framingham. In addition, the BFRT gives Sudbury residents direct access to the commuter rail stations in Concord and Framingham. One of the benefits seen in rail trails are much-needed pedestrian upgrades as the trails crosses major roads and intersections. Sudbury will reap these advantages as the BFRT crosses state Routes 117, 27 and 20.

Funding: The May 2014 Annual Town Meeting appropriated \$150,000 of Community Preservation Funds to advance the design to the 25% Design stage. The Selectmen also accepted a private donation of \$58,700 to assist in the 25% Design. The May 2016 Annual

Draft for 8.16.16 meeting

Town Meeting appropriated another \$150,000 of Community Preservation Funds to advance toward and begin the 75% Design stage.

Current Status

Construction of Phase I of the BFRT, running from Chelmsford to Westford, has been completed and is open to the public. Sections of Phase II, running from Westford to Concord, are currently under construction while the last section will go out to bid in summer 2016. Phase III, running from Concord, through Sudbury, to Framingham has reached the design phase.

The Town of Sudbury has contracted with VHB to advance the design of its portion of the trail to the 25% MassDOT Design approval stage. VHB's contract calls for a very inclusive design process to ensure that the project benefits from the input and feedback from interested citizens, local and regional groups, and elected officials. VHB will seek input regarding the design of the path, the route of the path, roadway crossings, parking facilities, trail heads and other amenities. The contract calls for eight (8) evening public update meetings, and the 25% Design Public Hearing held with MassDOT. VHB is also contracted for up to ten (10) abutter meetings, to determine privacy and screening needs.

Staffing Assistance

The Town Planner or his or her designee will support this Task Force.

Responsibilities and Functions

The Task Force will work closely with the Town's Design Engineer and Town staff to advance the design of the trail from conceptual design to the 25% MassDOT Design approved stage and beyond to the next phases of design. The Task Force will not take on any of the Design Engineer's contractual obligations, but will assist the Design Engineer and Town staff by facilitating open and public communications with Town committees, with specific stakeholders including abutters, and with community members generally.

The Task Force will report to the Board of Selectmen periodically and as requested by the Board. The Task Force will make design recommendations to be considered and approved by the Board. The Board and Town staff will direct the Design Engineer concerning implementation of the Board's design decisions and will communicate as needed with MADOT, other towns, and state organizations.

The responsibilities of the Task Force will include the following:

- Assisting the Engineer and Town staff in gathering input from Town Boards and Committees including the Conservation Commission, the Community Preservation Committee, and the Park and Recreation Committee;
- Soliciting input from the Town's public safety and engineering staff concerning traffic and safety issues with the BFRT, especially where the rail trail intersects with roadways;
- Soliciting community input through open and noticed meetings;

Draft for 8.16.16 meeting

- Facilitating meetings with trail abutters to discuss design elements of the project that specifically affect them;
- Documenting concerns and requests of abutters, businesses, and other residents;
- Consideration of potential design elements that would advance the goals of the Sudbury Wetlands Administration Bylaw;
- Recommending to the Board of Selectmen any specific design elements, mitigations, or realignments to address resident concerns (including those of abutters), safety concerns, or environmental concerns, along with cost estimates for such design decisions when available;
- Communicating with the public about the design concepts and process, in coordination with the Board of Selectmen;
- Submission of a draft report of its findings to the Board of Selectmen, and after making any necessary revisions, submission of a Final Report to the Board of Selectmen.

Membership and Officers

The Task Force shall have up to seven (7) members. All appointments shall be indefinite, until the Board of Selectmen feels the mission of the Task Force has been accomplished, or that membership needs to be changed in order to keep the work progressing. The Town Manager or his/her designee shall chair the Task Force until the Task force elects a Chair. A Clerk of the Task Force shall also be elected to ensure that all meetings are properly posted and that minutes of each meeting are kept. Minutes of the Task Force's work shall be prepared and posted on the Town website and sent to the Board of Selectmen on a regular basis. The Chair of the Board of Selectmen will act as liaison between the Task Force and the Selectmen.

The Task Force membership should include representatives from the following, as approved by the Selectmen:

1. One member of the Park and Recreation Commission
2. One member from the Conservation Commission
3. One member from the Community Preservation Committee
4. One (Sudbury resident) member designated by the Friends of the Bruce Freeman Rail Trail organization
5. One member from the Planning Board
6. Up to two non-committee, at-large citizen members*

*In the event that committee representative positions are not filled, additional non-committee citizen members *may* be appointed to provide up to seven members in total.

Compliance with State and Local Laws and Town Policies

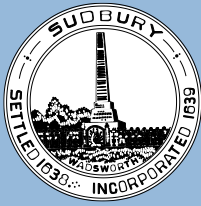
The Bruce Freeman Design Implementation Task Force is responsible for conducting its activities in a manner which is in compliance with all relevant state and local laws and regulations including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law, as well as all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

Draft for 8.16.16 meeting

- *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 Board, Committee or Task Force 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 Task Force will keep minutes of all meetings and post them on the Town's website. The Task Force will post notice of meetings on the Town's website as well as at the Town Clerk's Office.

2015			2016												2017											
Nov	Dec		Jan	Feb	Mar	Apr	May	June	July	AUG	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	AUG	Sept	Oct	Nov	Dec
Data Collection																										
Wetland Delineation			X																							
Ground Survey*		X	X	X																						
Base mapping *				X	X																					
Traffic data (Provided by Town)							X																			
Bridge Field Investigation									X																	
Design Development																										
Parking study at Davis Park *						X	X																			
Prepare concept plan							X	X																		
Conduit Safety Analysis at Road Crossings							X																			
Prepare Functional Design Report (FDR)																										
Prepare 25 percent Design Submittal								X	X	X	X	X	X													
Preliminary Structural Analysis										X	X															
Preliminary Structures Report											X	X														
MassDOT Review														X	X	X	X	X	X							
Respond to MassDOT comments																			X							
Conduct MassDOT Public Hearing																				*						
Environmental Permitting																										
Prepare ANRAD						X																				
Attend Conservation Commission Hearing							*	*																		
Prepare Early Env Coordination												X	X													
Right of Way																										
Prepare Preliminary Right of Way Plans												X	X													
Meetings																										
Public information meetings								*	*	*	*	*	*													
Utility meeting																			*							
Staff meetings			*		*		*		*		*		*		*		*		*		*					
Abutter meetings									*			*														

*Weather Permitting



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

7

MISCELLANEOUS (UNTIMED)

7: Contract for BFRT ANRAD

REQUESTOR SECTION

Date of request:

Requestor: Conservation Commission

Formal Title: Vote to approve the signing by the Town Manager of a contract with Wetlands Specialist, David W. Burke, for a Bruce Freeman Rail Trail ANRAD (Abbreviated Notice of Resource Area Delineation) Peer Review.

Recommendations/Suggested Motion/Vote: Vote to allow the signing by the Town Manager of a contract with Wetlands Specialist, David W. Burke, for a Bruce Freeman Rail Trail ANRAD (Abbreviated Notice of Resource Area Delineation) Peer Review.

Background Information:

The review will encompass the Bruce Freeman Rail Trail from the Concord Town Line south to the intersection with the MBTA R.O.W.

Financial impact expected: budgeted

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM



MEMO

TO: Melissa Murphy-Rodrigues
CC: Debbie Dineen
FROM: Michelle Ciccolo
DATE: 08/01/16
RE: BFRT Conservation Commission ANRAD Peer Review

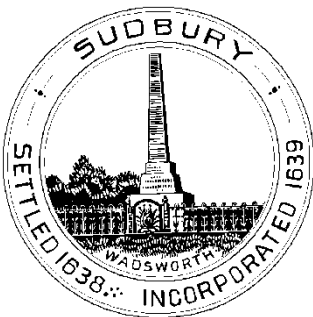
As you know, the Conservation Commission has scheduled the opening of the hearing for the BFRT Abbreviated Notice of Resource Area Delineation (ANRAD) for 7PM on August 8th, 2016. Attached is the copy of the hearing notice that Debbie Dineen provided. VHB is expected to present an overview of the resource areas at the August meeting but we do not anticipate any action on the ANRAD request until such time as a peer-review has been conducted. You recall that we recommended you sign a letter indicating your agreement to a continuation of that hearing to allow the Conservation Commission the necessary time it will need to review this complex filing.

The Conservation Commission does not have funding for the peer-review to be conducted. It is customary that that applicant, which is in this case the Town (acting under the direction of the Board of Selectmen and the Town Manager), pay for any required peer-review fees.

Ms. Dineen had been discussing the necessary peer-review payments, which are expected to be up to \$15,000, with Jody Kablack prior to her departure but there was insufficient time to finalize this request. Accordingly, I am recommending that your office provide the necessary \$15,000 payment to the Conservation Commission so that it can proceed to contract with David Burke, the Wetlands Specialist. Please give this issue every consideration in expediting the payment as it will impact the Town's ability to move forward with the ANRAD and effect the overall schedule of design for the BFRT.

VHB and I are in the process of scheduling a public meeting for the BFRT in August which will be held in addition to the Conservation Commission hearing. Presently we anticipate this public meeting to take the form of a workshop where people can drop-in and share ideas regarding trail amenities, and features. When the details are finalized for this meeting we will be sure to share that information with you.

Attachment7.a: Peer Review Funding_ANRAD (1942 : Contract for BFRT ANRAD)



NOTICE OF PUBLIC HEARING SUDBURY CONSERVATION COMMISSION

The Sudbury Conservation Commission will hold a public hearing to review the Wetlands Protection Act and local Wetlands Bylaw Abbreviated Notice of Resource Area Delineation for the abandoned rail road line ROW that extends 4.44 miles from Central Station (Station Road) north to the Sudbury/Concord line, Sudbury MA; proposed Bruce Freeman Rail Trail; Sudbury Planning and Community Development Office, applicant.

The hearing will be held on Monday, Aug. 8, 2016 at 7:00pm in the DPW Building, 275 Old Lancaster Rd., Sudbury MA. Copies of the ANRAD may be reviewed at the Conservation Commission office at 275 Old Lancaster Rd, Sudbury MA. during business hours.

SUDBURY CONSERVATION COMMISSION
July 26, 2016

**AGREEMENT BETWEEN
TOWN OF SUDBURY AND
____ David W. Burke**

THIS AGREEMENT for peer review services for ____ Wetland Delienation Peer Review of the Proposed Bruce Freeman Rail trail from the Concord town line south to the intersection with the MBTA R.O.W.

____ (hereinafter referred to as the "Project"), is made the ____ day of _____, 2016, by and between ____ David W. Burke, Wetland Specialist with a usual place of business at ____ 16 Coburn Rd., Berlin MA ____ (hereinafter referred to as the "CONTRACTOR"), and the Town of Sudbury, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement for procurement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S bid or proposal
- 3) Drawings required for the project, if applicable
- 4) Copies of all required certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced on the date of this contract and shall be entirely completed by ____ Dec. 31, 2016 ____.
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum not to exceed \$ 15,000.00 according to CONTRACTOR'S Proposed Fees.

ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows:

Payment within thirty days after receipt of an invoice, for work then fully completed and performed.

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work properly completed prior to said breach. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year, if applicable.
- (b) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 30 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Sudbury:

Town Manager
278 Old Sudbury Road
Sudbury, MA 01776

Contractor:

David W. Burke
16 Coburn Rd.
Berlin MA 01503

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
- (b) CONTRACTOR shall carry a professional errors and omissions policy with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate, with a deductible of no more than \$50,000 per claim.
- (c) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and, except for professional liability and worker's compensation, insurance shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

- (e) The CONTRACTOR shall indemnify and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association to the extent caused by any negligent act or omission, of the CONTRACTOR, its subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 10: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 11: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to waive all claims against the CONTRACTOR and hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 12: STANDARD OF CARE

The CONTRACTOR agrees to perform its work under this Contract, which the parties acknowledge consists solely of professional consulting services, in accordance with the degree of skill and care exercised by similarly practicing professionals performing similar services under similar conditions.

ARTICLE 13: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 14: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 15: CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

The undersigned CONTRACTOR certifies under the pains and penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.

CONTRACTOR: DAVID BURKE

By: 

Title: WETLANDS RESOURCE SPECIALIST

Dated: August 5th, 2016

Federal Identification Number: 031-48-0670

Corporate Seal:

TOWN OF SUDBURY

Melissa Murphy-Rodriques, Town Manager

Dated: _____

2015.01.26 Peer review contract (1914-00)

DAVID W. BURKE
Wetland Specialist
Proposed Fee Schedule

Project:

Proposed Bruce Freeman Rail Trail Wetland Delineation in Sudbury

Scope of Services:

1. Plan and Field review of wetland delineation by V. H. B., Inc. of the wetland resource areas shown on the plan submitted with the Abbreviated Notice of Resource Area Delineation (ANRAD) entitled:
 "Massachusetts Dept. of Transportation Plan of Topographic Survey of PROPOSED BIKE PATH in the Town of Sudbury as ordered by the Massachusetts Dept. of Transportation, Highway Division "; dated May 19, 2016 by VHB, Inc., Watertown MA; sheets 1 through 55".

Review will be of the state and local wetland and upland resources (WPA & Sudbury Wetlands Bylaw) as shown on the referenced plans for accuracy and completeness. *Note: plans do not include 1) vernal pools as defined under the Sudbury Wetlands Administration Bylaw; 2) categorization of perennial/intermittent streams and stream Type under local bylaw due to declared drought conditions, if they persist for the duration of this Contract; and, 3) any other state or local wetland or upland resource areas that must be determined by engineering survey and calculations rather than visual review.*

2. Attendance at the Conservation Commission hearing, and all hearing continuations, for this project.
3. Meetings with staff; VHB, Inc. or other required meetings involving this wetland review
4. Interim (as needed) and final written reports to the Conservation Commission.

Dates:

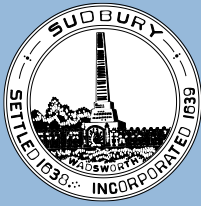
August 22, 2016 (assumed contract effective date) to Dec. 31, 2016

Deliverables:

At the conclusion of all field work, a comprehensive written evaluation of the state and local wetland and upland resource areas (with exceptions noted in the Scope of Services section above) shall be provided to the Commission prior to the conclusion of their public hearing.

Fees:

Hourly rate David W. Burke (includes travel time)	\$140/hr.
Copies & Fax	.15/pg.
Mileage:	.55/mi.



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

MISCELLANEOUS (UNTIMED)**8: Review Town Manager contract approval policy**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Review of policy and suggested policy changes related to contract approval by the Town Manager

Recommendations/Suggested Motion/Vote: Discussion and possible vote to upgrade and approve a policy to allow award of contracts under \$25,000 by the Town Manager for those c.30B contracts, including those procured under State or other appropriate agencies, without the submission of individual agenda requests provided that a listing of those contracts awarded under \$25,000 be submitted to the Board of Selectmen annually.

Background Information:

The so-called Town Manager Act of 1994 requires that the Board of Selectmen approve contracts awarded by the Town Manager. To expedite the approval process and thus the efficiency of contracting by various departments, the Board set in place a policy to approve by means of an agenda item contracts \$10,000 or over with those under that amount provided as a listing annually. Since that time the Massachusetts rules have changed to allow procurement by quotations to be utilized for most c.30B contracting up to \$24,999. This request suggests a policy change to update the requirement for agenda requests to this level, thus providing efficiencies in staff time and in the contracting process itself by providing timely interactions with vendors and contractors.

Financial impact expected:n/a

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

Y. PURCHASE CONTRACTS (Adopted 8/9/99, 6/10/02)

The Town Manager is authorized to enter into purchasing contracts under \$10,000, without the approval of the Board of Selectmen on purchases defined in Section 10(d) of the Town Charter.

To be responsible for the purchase of all supplies, materials and equipment except books and other educational materials for schools and books and other media materials for libraries. The Town Manager shall award all contracts for all Town departments with the exception of the school and health departments, subject to the approval of the Board of Selectmen.

It was on motion unanimously to amend the Board's contract policy to authorize the Town Manager to approve, without specific vote of the Board, those contracts exceeding \$10,000 which are renewals of contracts with current vendors, previously approved by the Board.

The Town Manager shall provide a list of such awards to the Board of Selectmen on an annual basis.

Attachment 8.a: Policies & Proc_Contracts (1928 : Review Town Manager contract approval policy)

THE COMMONWEALTH OF MASSACHUSETTS

In the Year One Thousand Nine Hundred and Ninety-four

AN ACT ESTABLISHING A BOARD OF SELECTMEN-TOWN MANAGER FORM OF ADMINISTRATION IN THE TOWN OF SUDBURY.

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

SECTION 1. The following shall be the charter of the town of Sudbury.

PART I. INCORPORATION AND AUTHORITY.

Section 1. Incorporation continued.

The inhabitants of the Town of Sudbury, within its territorial limits as now or may hereafter be established by law, shall continue to be a body politic and corporate, known as the Town of Sudbury.

Section 2. Short title.

This instrument may be cited and shall be known as the Sudbury Home Rule Charter Act.

Section 3. Powers of the town.

The intent and purpose of this act is to secure for the voters of the town of Sudbury, through the adoption of this act, all the powers possible to secure for their government under Article LXXXIX of the Amendments to the Constitution of the Commonwealth and laws of the commonwealth, as fully and as though each such power were specifically and individually enumerated herein. To the extent that the provisions of this act modify or repeal existing general laws and special laws or the body of law which constitutes the town charter under Section 9 of Article LXXXIX of the Amendments to the Constitution of the Commonwealth, this act shall govern.

PART II. LEGISLATIVE BRANCH.

Section 4. Town meeting.

The legislative powers of the town shall continue to be exercised by a town meeting open to all voters of the town.

PART III. CHIEF EXECUTIVE FUNCTION.

Section 5. Board of selectmen.

(a) Composition, term of office.

There shall be a board of selectmen composed of three members elected for terms of three years each, so arranged that the term of one member shall expire each year.

(b) Powers and duties.

The executive powers of the town shall be vested in the board of selectmen. The board of selectmen shall have all of the powers and duties given to boards of selectmen under the constitution and laws of the commonwealth and such additional powers and duties as may be authorized by this act, by by-law or by other town meeting vote. The board of selectmen shall cause the laws and orders for the government of the Town to be enforced and shall cause a record of its official acts to be maintained. The board of selectmen shall be the chief policy making board of the town and shall act by the issuance of policy statements and guidelines to be followed and implemented by all town agencies serving under the board.

The board of selectmen shall be the licensing authority of the town and shall have power to issue licenses, to make all necessary rules and regulations regarding the issuance of such licenses, and to attach such conditions and restrictions thereto as it deems to be in the public interest, and to enforce the laws relating to all businesses for which it issues licenses.

To aid the board of selectmen in the conduct of its official business and duties, the board of selectmen shall appoint a town manager.

(c) Appointment powers.

The board of selectmen shall appoint a town manager, town counsel, and town accountant. The board of selectmen shall also appoint all boards, committees, and commissions except as otherwise provided by this act, by by-law or other vote of the town meeting and such other regional authorities, districts, or committees in accordance with any applicable laws, or interlocal agreement.

PART IV. ADMINISTRATIVE OFFICER/TOWN MANAGER.

Section 6. Appointment, qualifications for the town manager.

The board of selectmen shall appoint a town manager who shall serve at the pleasure of the board. The town manager shall be especially fitted by education, training and experience in public or business administration to perform the duties of the office. Any vacancy in the office of town manager shall be filled as soon as possible by the board of selectmen. Pending the appointment of a town manager or the filling of any vacancy, the board of selectmen shall

appoint a suitable person to perform the duties of the office. In the event of temporary absence or disability of the town manager, the board of selectmen may designate a qualified person to serve as acting town manager and to perform the duties of the town manager during such temporary absence or disability. The town manager shall receive such compensation for services as the board of selectmen shall determine, but such compensation shall not exceed the amount appropriated therefor by the town.

Section 7. General responsibilities of the town manager.

The town manager shall be the chief administrative officer of the town, shall act as the agent for the board of selectmen and shall be responsible to the board of selectmen for the proper operation of town affairs for which the town manager is given responsibility under this act. The town manager, under the policy direction of the board of selectmen, shall supervise, direct and be responsible for the efficient administration of all officers appointed by the town manager and their respective departments and of all functions for which the town manager is given responsibility, authority or control by this act, by by-law, by town meeting vote, or by vote of the board of selectmen. The town manager shall have the power to delegate, authorize or direct any subordinate or employee of the town to exercise any power, duty or responsibility which the office of town manager is authorized to exercise under this act. All actions that are performed under such delegation shall be deemed to be the actions of the town manager.

Section 8. Appointment responsibilities.

Except as otherwise provided by this act, the town manager shall appoint, based upon merit and fitness alone, a director of finance, a police chief, a fire chief, a town clerk, a treasurer-collector, a director of assessing, a director of public works and all department heads and officers, subordinates, and employees under the direct supervision of the town manager and officers, subordinates, employees for whom no other method of selection is provided in this act, except employees of the school and health departments. The town manager may appoint ad hoc committees as is deemed necessary.

Section 9. Personnel management responsibilities.

The personnel management powers, duties and responsibilities of the town manager shall include, but are not intended to be limited to, the following:

- (a) to administer and to adopt personnel policies, practices, or rules and regulations, any compensation plan and any related matters for all municipi-

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pal employees and to administer all collective bargaining agreements, except for school department agreements, entered into by the town.

(b) to fix compensation of all town employees and officers appointed by the Town Manager within the limits established by appropriation and any applicable compensation plan and/or collective bargaining agreements.

(c) to be responsible for the negotiation of all contracts with town employees over wages, and other terms and conditions of employment, except employees of the school department; such contracts shall be subject to the approval of the board of selectmen. The town manager may, subject to the approval of the board of selectmen, employ special counsel to assist in the performance of these duties.

Section 10. Financial management responsibilities.

The town manager, with the assistance of the finance director and the treasurer-collector, shall be responsible for all the financial management functions of the town, unless otherwise provided by this act. Such functions shall include, but are not intended to be limited to, the following:

(a) to prepare and submit, after consultation with all town departments, an annual operating budget and capital improvement program for all town departments.

(b) to insure that complete and full records of the financial and administrative activity of the town are maintained and to render reports to the board of selectmen as may be required.

(c) to approve warrants for payments of town funds prepared by the town accountant.

(d) to be responsible for the purchase of all supplies, materials, and equipment, except books and other educational materials for schools and books and other media materials for libraries. The town manager shall award all contracts for all town departments with the exception of the school and health departments, subject to the approval of the board of selectmen.

(e) to keep the board of selectmen and finance committee fully informed as to the financial condition of the town and to make recommendations to the board of selectmen and to other elected and appointed officials as the town manager deems necessary or expedient.

(f) to prepare, annually, a financial forecast of town revenue, expenditures and the general financial condition of the town.

Section 11. Administrative responsibilities.

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The administrative powers, duties and responsibilities of the town manager shall include, but are not intended to be limited to, the following:

- (a) to attend all regular and special meetings of the board of selectmen, unless excused.
- (b) to attend all sessions of the town meeting and to answer all questions addressed to the town manager which are related to the warrant articles and to matters under the general supervision of the town manager.
- (c) to administer either directly or through a person or persons supervised by the town manager, in accordance with this act, provisions of general or special laws, by-laws and other votes of the town meeting.
- (d) to investigate or inquire into the affairs of any town department or office, under the supervision of the town manager.
- (e) to coordinate activities of all town departments, officers, boards or commissions of the town.
- (f) to keep the board of selectmen fully informed as to the needs of the town requiring action by them, or by the town, as the town manager deems necessary or expedient.
- (g) to be responsible for the efficient use, maintenance and repair of all town facilities, except those under the jurisdiction of the school committee.
- (h) to develop and maintain a full and complete inventory of all town owned real and personal property.
- (i) to perform such other duties as necessary, or as may be assigned by this act, by-law, town meeting vote, or vote of the board of selectmen.

PART V. ADMINISTRATIVE ORGANIZATION.

Section 12. General power to reorganization.

The town manager may reorganize, consolidate or abolish, create, merge, or divide, alter the term of office, the manner of selection of any town department, office, agency or function under the jurisdiction of the town manager.

The board of selectmen may reorganize, consolidate or abolish, create, merge, reassign responsibilities and duties or divide, alter the term of office, the number of members, the manner of selection, of any board, commission or committee of the Town under the jurisdiction of the board of selectmen.

Section 13. Department of public works.

Until such time as another form of organization is provided for in accordance with section twelve of this act, there shall be established a department

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of public works. The department of public works shall be charged with responsibility for the management of public works operations of the town including, but not limited to, the following: highways; solid waste and recycling activities; maintenance of cemeteries, town property, open space, public memorials, and commons; engineering services; building maintenance of all town buildings, except those of the school department; maintenance of vehicles and equipment; and other operations, and functions as may be deemed necessary or desirable. The department of public works shall also perform such functions and responsibilities as required by bylaw, vote of the town meeting or upon direction of the town manager or board of selectmen. The functions of the highway surveyor and the tree warden shall be incorporated into the department of public works. The town manager shall appoint a director of public works. The director shall be especially fitted by education, training and experience to perform the duties of the office; the director shall have such other qualifications as the town manager may from time to time provide.

Until such time as another form of organization is provided for in accordance with section twelve of this act, personnel responsible for building inspection and zoning enforcement, electrical, gas and plumbing inspection shall be under the direction of the director of public works.

PART VI. ELECTED TOWN OFFICERS.

Section 14. Elected town officials.

The registered voters of the town of Sudbury shall, in accordance with any applicable laws, by-laws, votes of the town, or interlocal agreement continue to elect the following:

Board of assessors

Board of health

Board of selectmen

Moderator

School committee

Library trustees

Planning board

Housing authority

Park and Recreation commission

Other such regional authorities, districts, or committees as may be established by law or interlocal agreement.

Section 15. Transition provisions.

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(a) Upon the adoption of this act the incumbent serving as town clerk, shall continue to serve in said office for the balance of the term for which the town clerk was elected. Thereafter, the town clerk shall be appointed in accordance with this act.

(b) Upon the adoption of this act the incumbent serving as highway surveyor shall continue to serve in said office for the balance of the term for which elected. Upon the expiration of said term of office or if a vacancy shall sooner occur, the functions of the office shall be transferred to the department of public works.

(c) The incumbents serving as constables shall continue to serve in said offices for the balance of the terms for which they were elected. Upon the expiration of said terms of office or if a vacancy shall sooner occur, the offices shall be appointed by the board of selectmen.

(d) The department of public works shall become operational thirty days after the appointment of the director of public works.

(e) Within six months of the effective date of this act the board of selectmen shall appoint a town manager.

PART VII. GENERAL PROVISIONS.

Section 16. Severability.

The provisions of this act are severable. If any of the provisions of this act are held to be unconstitutional or invalid, the remaining provisions of this act shall not be affected thereby.

Section 17. Existing law.

All laws, bylaws, votes, rules and regulations, whether enacted by authority of the town or any other authority, which are in force in the town of Sudbury on the effective day of this act, or any portion or portions thereof, not inconsistent with the provisions of this act shall continue to be in full force and effect until otherwise provided by other laws, by-laws, votes, rules and regulations, respectively.

Nothing contained herein shall impair contractual rights established prior to the adoption of this act, or any amendment thereto.

Section 18. Existing employees.

Any person holding a town office, or employment under the town, shall retain such office or employment, and shall continue to perform their duties until provisions shall have been made in accordance with this act, for the performance of said duties by another person, or agency. No person in the perma-

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ment full-time service or employment of the town shall forfeit pay grade for time in service.

SECTION 2. The state secretary shall cause the following question to be placed on the official ballot to be used in the town of Sudbury at the biennial state election to be held in the year nineteen hundred and ninety-four: "Shall an act passed by the general court in the year nineteen hundred and ninety-four, entitled 'An act establishing a board of selectmen-town manager form of administration in the town of Sudbury', be accepted?" If a majority of the voters voting on this question shall vote in the affirmative, said act shall take effect immediately. If a majority of the voters voting on this question shall vote in the negative, this act shall thereupon become void.

SECTION 3. Section 2 shall take effect upon its passage.

M.G.L. c. 30B PROCUREMENT OF SUPPLIES AND SERVICES

Estimated Contract Amount	Under \$10,000	\$10,000 to \$34,999	\$35,000 and over
Procurement Procedure	Sound business practices. ¹	Solicit three written or oral quotes.	Sealed bids or proposals. (M.G.L. c. 30B, §§ 5 or 6).
Advertising Required	No.	No.	Advertise once in a newspaper of general circulation at least two weeks before bids or proposals are due, and post a notice on your jurisdiction's bulletin board or website for two weeks before bids or proposals are due. If \$100,000 or more, advertise once in the <i>Goods and Services Bulletin</i> at least two weeks before bids or proposals are due.
Award contract to:	Person offering the best price.	Responsible ² and responsive ³ person offering the best price.	Under § 5, the responsible and responsive bidder offering the best price. Under § 6, the most advantageous proposal from a responsible and responsive proposer taking into consideration price and non-price proposals.
Written Contract Required⁴	No.	Yes.	Yes.
Maximum Contract Term⁵	Three years, unless majority vote authorizes longer.		

¹ M.G.L. c. 30B, § 2, defines sound business practices as "ensuring the receipt of favorable prices by periodically soliciting price lists or quotes."

² M.G.L. c. 30B, § 2, defines a responsible bidder or offeror as "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance."

³ M.G.L. c. 30B, § 2, defines a responsive bidder or offeror as "a person who has submitted a bid or proposal which conforms in all respects to the invitation for bids or request for proposals."

⁴ M.G.L. c. 30B, § 17(a), states "All contracts in the amount of \$10,000 or more shall be in writing, and the governmental body shall make no payment for a supply or service rendered prior to the execution of such contract."

⁵ M.G.L. c. 30B, § 12(b), states "Unless authorized by majority vote, a procurement officer shall not award a contract for a term exceeding three years, including any renewal, extension, or option."

M.G.L. c. 149 -- BUILDING CONSTRUCTION CONTRACTS

Estimated Contract Amount	Under \$10,000 ¹	\$10,000 to \$25,000	Over \$25,000 to \$100,000	Over \$100,000	Over \$10,000,000
Procurement Procedure	Sound business practices	Solicit written responses.	Sealed bids (using M.G.L. c. 30, § 39M procedure).	Sealed bids.	Solicit statements of qualifications prior to soliciting sealed bids.
Advertising Requirements	No.	Advertise in the <i>Central Register</i> and COMMBUYS and post a notice on your jurisdiction's website and in the office at least two weeks before responses are due. ²	Advertise in the <i>Central Register</i> and a newspaper at least two weeks before bids are due, and post a notice in your jurisdiction's office for at least one week before bids are due. ³ Posting on COMMBUYS or your website is optional.	Advertise in the <i>Central Register</i> and a newspaper at least two weeks before bids are due, and post a notice in your jurisdiction's office for at least one week before bids are due. ³ Posting on COMMBUYS or your website is optional.	Advertise the request for qualifications in the <i>Central Register</i> , a newspaper, and COMMBUYS at least two weeks before responses are due. ⁴
DCAMM Certification	No.	No.	No.	Required for general bidders and filed sub-bidders.	Required for general bidders and filed sub-bidders.
OSHA Training	No.	Yes.	Yes.	Yes.	Yes.
City/Town Prequalification	No.	No.	No.	Optional. ⁵	Yes.
Filed Sub-bids	No.	No.	No.	Yes (\$20,000 and over).	Yes (\$20,000 and over).
Bid Deposit	No.	No.	5% of the value of the total bid.	5% of the value of the total bid, or sub-bid.	5% of the value of the total bid, or sub-bid.
Payment Bond	No.	No.	50% payment bond.	100% payment bond.	100% payment bond.
Performance Bond	No.	No.	No.	100% performance bond.	100% performance bond.
Prevailing Wage	Yes.	Yes.	Yes.	Yes.	Yes.
Contractor Evaluation	No.	No.	No.	Yes.	Yes.

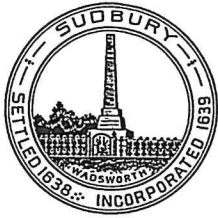
¹ M.G.L. c. 149, § 44A(2)(A), as amended by Chapter 188 of the Acts of 2010.

² M.G.L. c. 149, § 44A(2)(B), as amended by Chapter 188 of the Acts of 2010 and Section 16 of Chapter 409 of the Acts of 2010.

³ M.G.L. c. 149, § 44J.

⁴ The advertising procedures listed pertain only to the request for qualifications. Within 14 days of the completion of the prequalification evaluation process, you are required to post a notice in your jurisdiction and on COMMBUYS listing those general and subcontractors who have been prequalified. A copy of the notice must be sent via first class mail, postage pre-paid to all prequalified general and subcontractors along with an invitation to bid. The invitation to bid must have a deadline of at least two weeks. Although you may only consider bids from those general and subcontractors who have been prequalified, the advertising requirements for building construction contracts over \$100,000 apply.

⁵ If you decide to use the optional prequalification process for projects over \$100,000, follow the procedures listed in the "Over \$10,000,000" column.



TOWN OF SUDBURY

Office of the Town Manager

www.sudbury.ma.us

278 Old Sudbury Road
Sudbury, MA 01776-1843

978-639-3381

Fax: 978-443-0756

Email: townmanager@sudbury.ma.us

Melissa Murphy-Rodrigues, Esq.
Town Manager

To: Honorable Board of Selectmen

From: Melissa Murphy-Rodrigues, Esq., Town Manager

RE: Item 8

On tonight's agenda, you will discuss changing the purchase contracts section of the Selectmen's Policies and Procedures. The last time this section was amended was 2002.

Since 2002, there has been much reform in the area of municipal purchasing and the cost of doing business with vendors has increased. The \$10,000 limit currently set has, in my opinion, become burdensome to the municipality when trying to operate expeditiously and when responding to needs of residents and departments. The current purchasing law for procurement of supplies and services requires a municipality to solicit three written or oral quotes from \$10,000-\$24,999. The Town will continue to comply with Massachusetts General Law, and we would request the \$24,999 based on this threshold.

For instance, this month the rail trail peer review could not begin in a timely manner because the contract was slightly more than the \$10,000 limit. This hindered our ability to respond quickly.

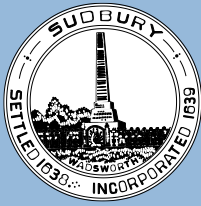
Thank you for your consideration of this matter.

Y. Purchase Contracts

The Town Manager is authorized to enter into purchasing contracts under \$25,000, without the approval of the Board of Selectmen on purchases defined in Section 10(d) of the Town Charter.

The Town Manager is authorized to approve, without specific vote of the Board, those contracts exceeding \$25,000 which are renewals of contracts, with current vendors, previously approved by the Board.

The Town Manager shall provide a list of such awards to the Board of Selectmen on an annual basis in January.

**SUDBURY BOARD OF SELECTMEN**

Tuesday, August 16, 2016

MISCELLANEOUS (UNTIMED)**9: National Development Funds****REQUESTOR SECTION**

Date of request:

Requestor: Selectman Woodard

Formal Title: Discuss process to determine disbursement of National Development funds

Recommendations/Suggested Motion/Vote: Discuss process to determine disbursement of National Development funds

Background Information:

See attached memo from Steve Senna of National Development received 8/9/16.

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

Susan N. Iuliano Pending

Board of Selectmen Pending

08/16/2016 7:30 PM

BPR Sudbury Development LLC
c/o National Development
 2310 Washington Street
 Newton Lower Falls, MA 02462

RECEIVED
 BOARD OF SELECTMEN
 SUDBURY, MA

2016 AUG -9 A 11: 51

August 8, 2016

Town of Sudbury Board of Selectmen
 278 Old Sudbury Road
 Sudbury, MA 01776
 Attention: Melissa Rodrigues, Town Manager

Re: DEVELOPMENT AGREEMENT – “INITIAL” MITIGATION PAYMENTS
Satisfaction of Conditions required prior to issuance of Building Permit for
Whole Foods Market Grocery Store at Meadow Walk Sudbury
536 Boston Post Road (formerly 526-528 Boston Post Road)

Dear Chairman Susan Iuliano and Members of the Board of Selectmen:

In conjunction with the submittal of a building permit application to the Town of Sudbury's Building Department for the Whole Foods Grocery Store at Meadow Walk Sudbury (the “Grocery Store”), I am writing on behalf of the property owner and master developer (the “Developer”) to address mitigation obligations outlined in the Development Agreement between the Town of Sudbury and the Developer dated June 7, 2016 (the “Development Agreement”).

Specifically, the Development Agreement calls for certain mitigation payments to be made prior to the issuance of any building permits for any new development at 526-528 Boston Post Road (the “Project”). Pursuant to Sections 4.2 and 5.1 and Exhibit “C” of the Development Agreement, the mitigation payments current due are as follows:

1. \$100,000 for the Senior Center to provide for senior citizen transportation needs;
2. \$80,000 for design of the Future Fire Station at Boston Post Road;
3. \$15,000 towards the implementation of a section of sidewalk along Boston Post Road from 501 Boston Post Road to Nobscot Road; and,
4. \$20,000 to pay for outside consultants contracted by the Town to review future filings for stormwater management plans submitted for Conformance Review on the age-restricted housing, assisted living and village retail components of the Master Plan.

Checks for each of the payments listed above are enclosed with this letter. We are pleased to make these significant financial contributions to the Town as the first step in fulfilling the important commitments that we have made to the Town as part of our Development Agreement. We trust that these initial mitigation payments will be well received by the relevant Town

*Letter to Town of Sudbury Board of Selectmen
RE: Development Agreement – Initial Mitigation Payments
August 8, 2016
Page 2 of 2*

stakeholders and departments and will help both to enhance the quality of life for Sudbury's residents and to bolster the economic viability of Sudbury's commercial business center.

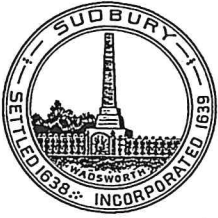
We look forward to commencement of construction on the Whole Foods Market Grocery Store in September. Should you have any questions related to the items addressed herein or any other matters related to the Project, please do not hesitate to contact me directly at my office (617-559-5046; ssenna@natdev.com). As always, thank you for your consideration.

Very truly yours,



Stephen Senna
Vice President
National Development
On behalf of BPR Development LLC

cc. David Gillespie, Avalon Bay Communities
Glenn H. Garber, AICP - Sudbury Interim Planning Services



TOWN OF SUDBURY

Office of the Town Manager

www.sudbury.ma.us

278 Old Sudbury Road
Sudbury, MA 01776-1843


978-639-3381

Fax: 978-443-0756

Email: townmanager@sudbury.ma.us

Melissa Murphy-Rodrigues, Esq.
Town Manager

To: Honorable Board of Selectmen

From: Melissa Murphy-Rodrigues, Esq., Town Manager 

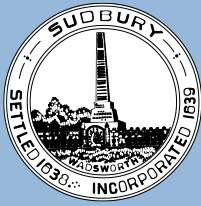
RE: Item 9

Tonight, we will discuss the process to determine disbursement of National Development Funds.

My team has begun brainstorming about capital needs and funding sources for such needs. We would respectfully request that a liaison from the Board of Selectmen join us in these in discussion so we can collectively present the most beneficial plan for such funding at a later Board of Selectmen meeting.

I am under the impression that the best person to join these conversations would be Selectmen Woodard as he is intimately involved in Capital Funding and the Capital Process.

Thank you for your consideration.



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

MISCELLANEOUS (UNTIMED)**10: Call STM for October 17, 2016**REQUESTOR SECTION

Date of request:

Requestor: Chairman Iuliano

Formal Title: Vote to call a Special Town Meeting to be held on Monday, October 17, 2016, at 7:30 p.m. in the Lincoln-Sudbury Regional High School Auditorium, and to open the Warrant commencing August 17, 2016, and to close the Warrant for said Special Town Meeting on Monday, Sept. 12, 2016 at 5:00 p.m.

Recommendations/Suggested Motion/Vote: Vote to call a Special Town Meeting to be held on Monday, October 17, 2016, at 7:30 p.m. in the Lincoln-Sudbury Regional High School Auditorium, and to open the Warrant commencing August 17, 2016, and to close the Warrant for said Special Town Meeting on Monday, Sept. 12, 2016 at 5:00 p.m.

Background Information:

Attached draft warrant schedule for Special Town Meeting Oct. 17, 2016

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
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

2016 STM Warrant Schedule

DRAFT 8.10.16

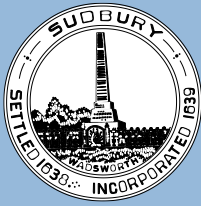
August						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Special Town Meeting – Monday, October 17, 2016						
August 16: BOS meeting - BOS calls STM for October 17 and opens warrant commencing August 17.						
Sept. 5: Labor Day						
Sept. 6: BOS meeting						
Sept. 12, 5:00 pm: STM warrant closes (must be open for 10 days and close no less than 25 days prior to STM)						
Sept. 13 - 19: prepare warrant						
Sept. 20: BOS meeting - sign completed warrant						
Sept. 21: Warrant sent to Printer						
Sept. 28: Warrant delivered to Post Office by Printer						
Sept. 30: Deadline for STM Warrant posting & delivery to residents (14 days prior to STM)						
Oct. 4: BOS meeting						
Oct. 10: Columbus Day						
Oct. 17: Special Town Meeting						
Oct. 18: BOS meeting						
Oct. 19: Additional night for STM (if necessary)						

Attachment 10.a: Draft Warrant schedule Oct_2016 STM (1934 : Call STM for October 17, 2016)



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

MISCELLANEOUS (UNTIMED)**11: Request legislature to repeal CH180 of Acts of 1996**REQUESTOR SECTION

Date of request:

Requestor: Chairman Iuliano

Formal Title: Vote to request to petition the Legislature to repeal Chapter 180 of the Acts of 1996, requiring arguments pro and con concerning ballot questions on the election warrant.

Recommendations/Suggested Motion/Vote: Vote to request to petition the Legislature to repeal Chapter 180 of the Acts of 1996, requiring arguments pro and con concerning ballot questions on the election warrant.

Background Information:
attached

Financial impact expected:n/a

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

THE COMMONWEALTH OF MASSACHUSETTS

In the Year One Thousand Nine Hundred and Ninety-six

AN ACT AUTHORIZING THE TOWN OF SUDBURY TO SEND CERTAIN INFORMATION TO REGISTERED VOTERS IN THE TOWN OF SUDBURY.

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

SECTION 1. (a) Notwithstanding the provisions of section twenty-two A of chapter fifty-five of the General Laws or any other general or special law to the contrary, the board of selectmen of the town of Sudbury shall, at least seven days before any election at which a question, other than a question on the ballot pursuant to section eighteen A of chapter fifty-three of the General Laws, shall be submitted solely to the voters of said town, cause to be printed and sent to each residence of one or more voters whose name appears on the latest voting list for said town and make available at each polling place (1) the full text of such question, (2) a fair and concise summary of such question, including a one sentence statement describing the effect of a yes or no vote, prepared by the town counsel of said town, and (3) arguments for and against such question as provided in subsections (b) and (c).

(b) No argument shall contain more than two hundred and fifty words. Said board of selectmen or, at its request, said town counsel shall seek such written arguments from the principal proponents and opponents of each such question. Said board of selectmen shall designate a date by which written arguments must be received, in a written notice to the principal proponents and opponents. Said notice must be issued at least fourteen days before the date by which the written arguments must be received.

(c) For the purposes of this act, the principal proponents and opponents of any such question shall be those persons determined by said board of selectmen to be best able to present the arguments for and against such question. The principal proponents or opponents of such a question may include a town or district officer or committee, and the principal proponents may include the first ten signers or a majority of the first ten signers of any petition initiating the placement of such question on the ballot. In determin-

ing the principal proponents and opponents of such a question, said board of selectmen shall contact each ballot question committee, if any, as defined in section one of chapter fifty-five of the General Laws, organized specifically to influence the outcome of the vote on such question. If no argument is received by said board of selectmen within the time allowed by this act, said town counsel shall prepare such argument.

(d) All arguments filed with said board of selectmen pursuant to this act, and the summary prepared pursuant to subsection (a), shall be open to public inspection at the office of the town clerk of said town, and if the vote affects a district, the arguments and summary shall be open to public inspection at the office of the clerk of each city or town within the jurisdiction of the district.

SECTION 2. This act shall apply where the question presented involves the regional district of which the town of Sudbury is a member or involves a joint undertaking by said town of Sudbury and any one or more cities or towns.

SECTION 3. This act shall take effect upon its passage.

House of Representatives, July 10, 1996.

Passed to be enacted,

 Speaker.

In Senate, July 15, 1996.

Passed to be enacted,

 President.

24 July, 1996.

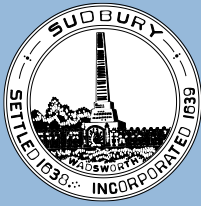
Approved,

at eleven o'clock and 15 minutes, A . M.



Governor.

Aug 2 12 26 PM '96
RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

MISCELLANEOUS (UNTIMED)**12: Building Code discussion**REQUESTOR SECTION

Date of request:

Requestor: Chairman Iuliano

Formal Title: Discussion of whether to repeal or amend Article XV Building Code

Recommendations/Suggested Motion/Vote: Discussion of whether to repeal or amend Article XV Building Code

Background Information:

Attached bylaw

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

Susan N. Iuliano Pending

Board of Selectmen Pending

08/16/2016 7:30 PM

XV (1)
2002, 2009, 2010

ARTICLE XV

BUILDING CODE

This article is replaced by the State Building Code, which is incorporated herein by reference, adopted under Chapter 802 of the Acts of 1972, including 780 CMR, Appendix 120.AA "Stretch Energy Code", and the following sections: Section 1. Building Permit Fees. Fees to be paid shall be as follows:

BUILDING PERMIT FEES

Single Family Dwellings (new, alterations & additions)

\$10 per \$1,000 (or portion thereof) of the value of the work

\$40 minimum permit fee

Double the fee if work is started without a permit.

Commercial Buildings and Multi family Dwellings:

\$15 per \$1,000 (or portion thereof) of the value of the work

\$40 minimum permit fee

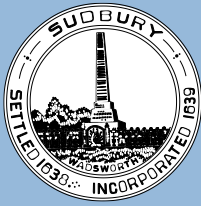
Double the fee if work is started without a permit.

No fee shall be charged for the issuance of any building permit to the Town or for work upon any building owned by the Town;

SECTION 2. BUILDING INSPECTION FEES. No fee shall be charged for the periodic inspection and certification of buildings and structures or parts thereof owned by the town.

Town	Residential Permit Fee	Commercial Permit Fee	Last updated
Lincoln	\$10 per every \$1000 of estimated cost, \$50 minimum	\$10 per every \$1000 of estimated cost, \$50 minimum	1998
Maynard	\$12 per \$1,000, \$60 minimum	\$14 per \$1,000, \$110 minimum	2013
Lexington	\$12 per \$1,000, \$30 minimum	\$12 per \$1,000, \$30 minimum	2012
Concord	\$10 per every \$1000 of estimated cost, \$30 minimum	\$10 per every \$1000 of estimated cost, \$30 minimum	2004
Weston	\$10 per every \$1000, \$50 minimum	\$10 per every \$1000, \$200 minimum	
Hudson	\$10 per every \$1000, minimum varies (\$100-\$500)	\$10 per every \$1000, \$100 minimum	2015
Sudbury	\$10 per every \$1000, \$40 minimum	\$15 per every \$1,000, \$40 minimum	2010

Towns that allow exemptions for Churches include: Boxford (waived), Sharon (max of \$500)



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

MISCELLANEOUS (UNTIMED)**13: Street Acceptances - orders of taking**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Consider and vote on adoption of Order of Taking for Tall Pine Drive, awarding no damages, and authorizing BOS Chair to execute all letters, notices, or such other correspondence related thereto.

Recommendations/Suggested Motion/Vote: Vote to adopt the Order of Taking for Tall Pine Drive as presented and as shown on a plan entitled: "Eminent Domain Taking Plan of Land for Tall Pine Drive, Sudbury, Mass.", dated January 11, 2016, by Schofield Brothers LLC, as voted by the 2016 Annual Town Meeting under Article 26 and to award no damages therefor; and further, to authorize the Chair to execute all letters and notices or such other correspondence related thereto.

Background Information:

The layout of Tall Pine Drive was voted by the Board on April 5, 2016, and were approved by the Annual Town Meeting under Art. 26. The Taking is the next step in the street acceptance process before recording of documents.

Financial impact expected: budgeted

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

MIDDLESEX: SS. COMMONWEALTH OF MASSACHUSETTS TOWN OF SUDBURY

Board of Selectmen
of the Town of Sudbury

**ORDER OF TAKING
TALL PINE DRIVE**

At a duly called and properly constituted meeting of the Board of Selectmen of the TOWN OF SUDBURY (the "Town"), a municipal corporation located in MIDDLESEX COUNTY, MASSACHUSETTS, held on _____ day of _____, 2016, at the Town Hall, 278 Old Sudbury Road, Sudbury, Massachusetts, it was properly moved, voted and ordered that:

WHEREAS, the Board of Selectmen of the Town of Sudbury has determined and adjudged that common convenience and necessity require that the way, hereinafter described, be laid out as a Town Way (the "Town Way");

WHEREAS, the proposed layout, relocation and/or alteration of the Town Way, hereinafter described, has been submitted to certain Town boards, committees and officials in accordance with the requirements of law and the Sudbury Bylaws, and has been approved by them;

WHEREAS, written notice of the intention of the Board of Selectmen to layout, relocate and/or alter the Town Way, hereinafter described, has been given to the owners of the land which will be taken or otherwise acquired for such purpose by delivery and by the posting of the notice in a public place in the Town before the time established for said laying out of the Town Way;

WHEREAS, the Board of Selectmen did meet on the day and at the time established for said layout of the Town Way, and, at a duly called and properly constituted meeting on said day, did layout, relocate and/or alter said Town Way in the manner more particularly described in the location and layout filed with said layout, and on file with the Town Clerk of the Town of Sudbury;

WHEREAS, the said layout, relocation and/or alteration, with the boundaries and measurements of said Town Way, was filed in the office of the Town Clerk of the Town of Sudbury and not less than seven days thereafter at the regular Annual Town Meeting, duly called, warned and notified, was duly accepted by vote of the Town;

WHEREAS, it is determined that it is necessary to acquire easements for the purpose of locating and establishing said Town Way;

WHEREAS, all claims for damages have been estimated;

WHEREAS, not more than one hundred twenty days have elapsed since the termination of the Town Meeting at which the location and laying out of such Town Way was accepted;

NOW, THEREFORE, we, the undersigned, being the duly elected and qualified members of the Board of Selectmen of the Town of Sudbury, acting as such under and by virtue of the power and authority vested in us by General Laws, Chapter 79 and 82, and all acts in amendment thereof and in addition thereto, and of every other power and authority vested in us and hereto enabling, and in accordance with the vote taken under Article 26 of the May 4, 2016 Annual Town Meeting, as continued, a certified copy of which is attached hereto and incorporated herein, do adjudge that common convenience and necessity require us to take and we do hereby take a permanent easement for all purposes for which public ways are used in the Town of Sudbury, including, without limitation, constructing, operating, improving, inspecting, maintaining, repairing, replacing, and relocating rights of ways, sidewalks, slopes of excavation and/or embankment, guardrails, retaining walls, driveways, drainage and utilities, and for any and all uses necessary or incidental thereto, in, over, under, through, across, upon and along Tall Pine Drive (the "Easement Premises") shown on a plan entitled: "Eminent Domain Taking Plan of Land, For Tall Pine Drive, Sudbury, Mass. (Middlesex County), Prepared for: Town of Sudbury", dated January 11, 2016, by Schofield Brothers, LLC, Engineering, Surveying, Planning, GIS, 1071 Worcester Road, Framingham, Mass., 01701, the original of which will be recorded in the Middlesex South District Registry of Deeds, together with an executed copy of this Order of Taking, which plan is incorporated herein by reference and made a part hereof, which plan shows the exact boundaries, measurements, distances and courses of said Town Way. The names of all persons who are supposed to own or who are the abutters of said Town Way affected by the taking or having an interest herein are listed in Schedule A, attached hereto and incorporated within.

The Town shall have the right of entry upon and passage over the Easement Premises from time to time by foot and motor vehicles, including heavy equipment, and for all uses necessary or incidental thereto. The Town shall have the right to remove any structures, facilities, objects or vegetation (including trees and shrubs) now or hereafter located within the Easement Premises as may be necessary or convenient to exercise the easements taken hereunder. Easements presently encumbering the Easement Premises are not taken; structures and facilities so located within the Easement Premises that are owned by private utility companies and easements held by private utility companies are not taken. No fee interests are taken.

This Board of Selectmen determines that no person has sustained damage by reason of this taking and makes no award therefor. No betterments are to be assessed for the improvement for which this taking is made.

[signature page follows]

IN WITNESS WHEREOF, we, the duly elected and qualified Board of Selectmen of the Town of Sudbury, have hereunto set our hands and seals on this ____ day of _____, 2016.

BOARD OF SELECTMEN OF THE
TOWN OF SUDBURY

Susan N. Iuliano, Chairman

Patricia Brown

Robert C. Haarde

Leonard A. Simon

Charles C. Woodard

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX: SS

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____

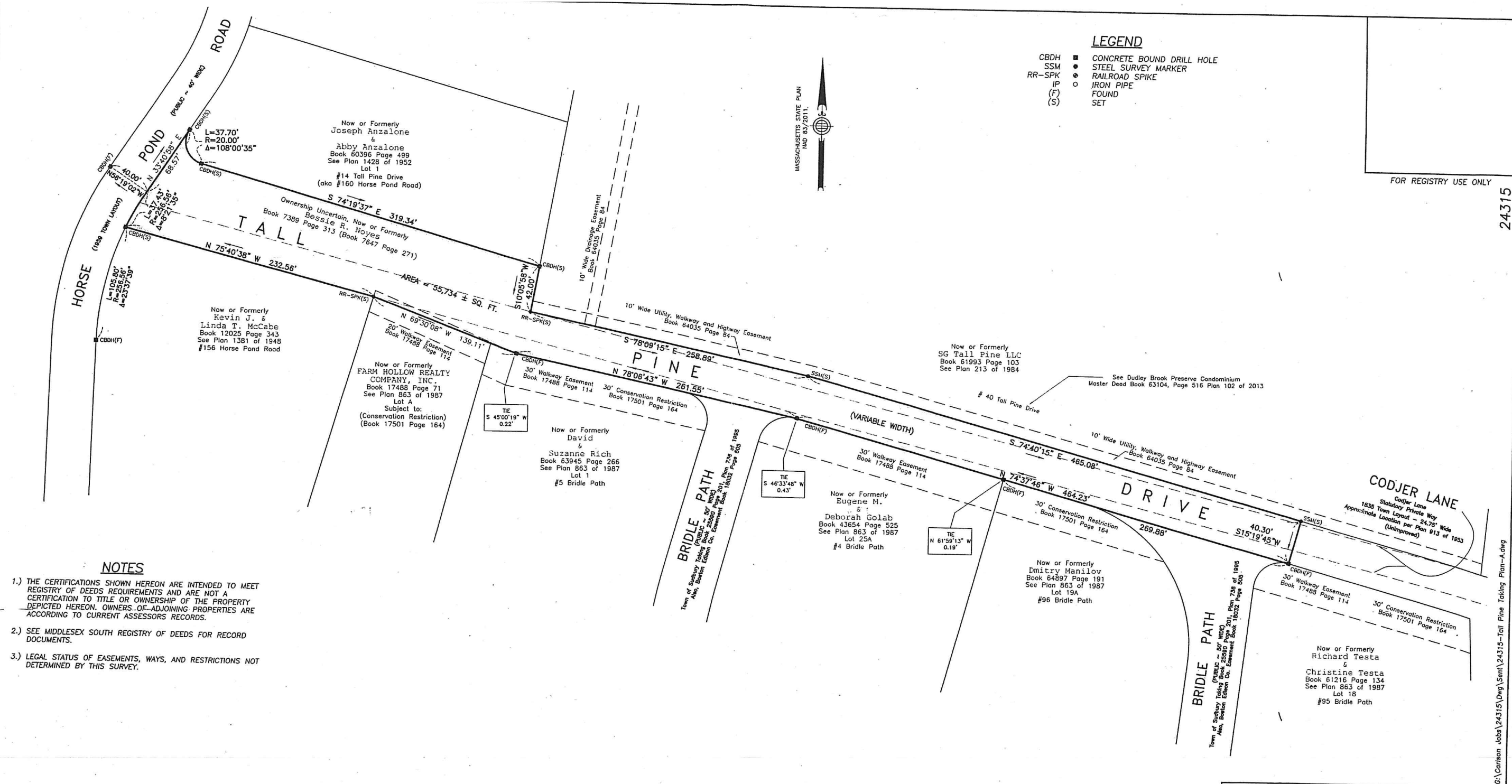
_____ personally known to me to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose in their capacity as members of the Board of Selectmen of the Town of Sudbury.

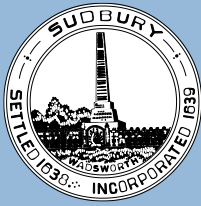
Notary Public

SCHEDULE "A"

Property Address	Assessors' Map/Lot #	Owner	Book/Page
40 Tall Pine Drive	J06-0023	SG Tall Pine, LLC	Book 61993, Page 103
14 Tall Pine Drive	J06-0020	Joseph Anzalone and Abby Anzalone	Book 60396, Page 499
156 Horse Pond Road	J06-0019	Kevin J. McCabe and Linda T. McCabe	Book 12025, Page 343
Lot A	J06-0500	Town of Sudbury (Tax Taking) Now or formerly Tall Woods Associates Limited Partnership, Farm Hollow Realty Co. Inc., General Partner, Joseph L. Maillet, Trustee of Tall Pines Realty Company, Limited Partner	Book 22861, Page 210 Book 17488, Page 071
5 Bridle Path	J06-0501	David H. Rich and Suzanne Rich	Book 63945, Page 265
4 Bridle Path	J07-0125	Eugene M. Golab and Deborah Golab	Book 43654, Page 525
96 Bridle Path	J07-0119	Dmitry A. Manilov	Book 64897, Page 191
95 Bridle Path	J07-0118	Richard Testa and Christine Testa	Book 61216, Page 134
Tall Pine Drive		Now or formerly of Bessie Noyes	Book 7345, Page 564 Book 7398, Page 313 Book 7398, Page 084 Book 7478, Page 278

559386/SUDB/0022





SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

MISCELLANEOUS (UNTIMED)**14: Notice of Intent to sell land - Mary Catherine Lane****REQUESTOR SECTION**

Date of request:

Requestor: Town Counsel office

Formal Title: Discussion and vote as to the sufficiency of the Notice of Intent to Sell Land Subject to M.G.L. Chapter 61B, s.9, received from Owner Ledgewood II at Sudbury Development Corp., Richard Campana, President, on July 21, 2016, regarding .918 a. known as Lot 32 Mary Catherine Lane, Assessors Map B07 Parcel 0204.

Recommendations/Suggested Motion/Vote: **Vote** to determine that there is sufficient information contained within the Notice of Intent to Sell Land Subject to M.G.L. Chapter 61B, s.9 received on July 21, 2016 from Owner, Richard Campana, President of Ledgewood II at Sudbury Development Corp. relating to .918 a. known as Lot 32 Mary Catherine Lane, Assessors Map B07 Parcel 0204, and to schedule a hearing at a future date within the 120-day period allowable by statute to make a determination whether or not to exercise the Town's option.

OR:

Vote to determine the Notice of Intent to Sell Land Subject to M.G.L. Chapter 61B, s.9 received on July 21, 2016 from Owner, Richard Campana, President of Ledgewood II at Sudbury Development Corp. relating to .918 a. known as Lot 32 Mary Catherine Lane, Assessors Map B07 Parcel 0204, is insufficient for the Board to make a determination whether or not to exercise the Town's options under statute and to so notify the Owner of such determination.

Background Information:

The Board of Selectmen has 30 days from receipt of the July 21st Notice to determine and notify the Owner whether the Notice of Intent to Sell land taxed under M.G.L. Chapter 61B is sufficient to make a decision whether or not to exercise the Town's right of first refusal. If deemed insufficient, the Owner must be notified in writing and the process restarts. If deemed sufficient, the Board has 120 days to hold a hearing to make a determination as to whether to exercise its options which would be made upon review and recommendations from the Assessors, Planning, Conservation Commission and Park and Recreation.

Financial impact expected: If the Notice of Intent is deemed sufficient, and the process goes forward the Selectmen will then make the following decisions each with financial considerations. If the Board of Selectmen does not exercise the right of first refusal then the sale can go forward with the Owner paying a conveyance tax to the Town which compensates the Town for the past reduction of tax revenue under Chapter 61B. If the Board exercises its right of first refusal to acquire the land upon review and recommendations from the Assessors, Planning, Conservation and Park and Recreation it must then secure funding to meet the purchase price.

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2016 JUL 21 P 12:09

**NOTICE OF INTENT TO SELL LAND SUBJECT TO
M.G.L. CHAPTER 61B §9**

July 19, 2016

Via Certified Mail
Return Receipt Requested

Town of Sudbury
Board of Selectmen
c/o Town Clerk
322 Concord Road
Sudbury, MA 01776

RE: .918 acres of undeveloped land known as Lot 32 Mary Catherine Lane, Sudbury, Massachusetts, Assessors Map B07 Parcel 0204 ("Property"), owned by Ledgewood II at Sudbury Development Corp., (Owner") a Massachusetts corporation of 27 Fox Hill Drive, Sudbury, MA 01776; Telephone No. (617) 262-1522

Dear Members of the Board:

This letter pertains to the above-referenced Property which is currently registered with the Town of Sudbury as recreational land pursuant to M.G.L. Chapter 61B. Pursuant to M.G.L. Chapter 61B §9, notice is hereby given to the Town of Sudbury of the intent of the Owner to sell the Property to Greg Gardner, of 11 Astor Lane, Bow, New Hampshire, or his nominee or permitted assignee ("Buyer"), for residential, industrial or commercial use. The present intent of the Buyer is to construct a single family dwelling on the Property.

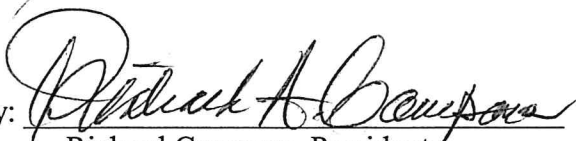
Enclosed is a certified copy of the executed Purchase and Sale Agreement for the Property, specifying the purchase price and all terms and conditions of the proposed sale.

I ask that you kindly notify me of all hearings with respect to this matter.

Thank you.

Very truly yours,

Ledgewood II at Sudbury Development Corp.

By: 
Richard Campana, President

Enclosures

cc: Sudbury Planning Board, with enclosures
Sudbury Conservation Commission, with enclosures
Sudbury Board of Assessors, with enclosures
State Forrester c/o Commissioner of Department of Conservation and Recreation,
with enclosures

A True Copy
ATTEST: Richard A. Campana

PURCHASE AND SALE AGREEMENT

This 24th day of June, 2016.

1. PARTIES
AND MAILING
ADDRESSES

Ledgewood II at Sudbury Development Corp. a Massachusetts corporation with a principal place of business at 33 Maugus Hill Road, Wellesley, MA hereinafter called the SELLER, agrees to SELL and Greg Gardner, of 11 Astor lane, Bow, NH 03304 fax _____ email _____ or his nominee or Permitted Assignee. Permitted Assignee is an entity of which Greg Gardner controls and owns no less than 50% equity

Greg. Gardner 760 9ma! con

2. DESCRIPTION

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises: the undeveloped land known and identified as Lot 32 on Mary Catherine Lane in Sudbury, Massachusetts, containing approximately .918 acres of land, as shown on Subdivision Plan of Land in Sudbury prepared by Medford Engineering & Survey dated July 1980 and revised October 1980 which is Plan No. 110451-I as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Middlesex South District Registry of the Land Court at Book 655, Page 110, with Certificate No. 105060. For title reference see deed of Richard A. Campana to the Grantor herein registered with said Registry as Document No. 1066027 and noted on Certificate of Title No. 211490.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENT
S, FIXTURES

None

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said lot as a single family dwelling;
- *(f) Ledgewood II at Sudbury Master Declaration registered as Document No. 1308057.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE
PRICE

The agreed purchase price for said premises is \$425,000.00, of which

\$ 5,000.00	are to be paid as a deposit upon the execution of this Agreement.
\$ 5,000.00	are to be paid as an additional deposit upon termination of Town of Sudbury's 61B right of first refusal.
\$ 415,000.00	are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s), drawn on a Massachusetts clearinghouse bank or attorneys conveyancing account check.

\$ 425,000.00	TOTAL
---------------	-------

8. TIME FOR PERFORMANCE; DELIVERY OF DEED
Such deed is to be delivered on the fourteenth (14th) business day following the termination of the Town of Sudbury's 61B right of first refusal on the Premises. Said deed is to be delivered at the office of BUYER's lender's counsel, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. POSSESSION AND CONDITION OF PREMISE
Full possession of said premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts* to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty days. *defined as not more than \$3,000.00 exclusive of voluntary monetary encumbrances and real estate taxes.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.
13. ACCEPTANCE OF DEED
The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or within a reasonable time thereafter in accordance with standard conveyancing practice.
15. INSURANCE
Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Fire and Extended Coverage	*\$ NONE.
(b)	
16. ADJUSTMENTS
Taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.


17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall there-after be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
A Broker's fee for professional services of 3.0% of the purchase price is due from the SELLER to Lois Krasilovsky, Inc. the Broker(s) herein, but only if and when title passes, the deed is recorded and the purchase price is paid in full.
19. BROKER(S) WARRANTY
The Broker(s) named above warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
All deposits made hereunder shall be held in escrow by Lois Krasilovsky, Inc. as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.
21. BUYER'S DEFAULT; DAMAGES
If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated and shall be SELLER's sole remedy both at law and in equity.
22. RELEASE BY HUSBAND OR WIFE
Intentionally Deleted.
23. BROKER AS PARTY
The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or pre-viously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE.
26. MORTGAGE CONTINGENCY CLAUSE
In order to help finance the acquisition of said premises and the construction of a 4,000+ square foot, 4+ bedroom, single family home, the BUYER shall apply for a conventional bank or other institutional mortgage loan at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained within forty-five (45) days following the execution of the Agreement, the BUYER may terminate this agreement by written notice to the SELLER prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before five business days after the date hereof.

27. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
28. LEAD PAINT LAW The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
29. SMOKE/CO DETECTORS Intentionally Deleted
30. ADDITIONAL PROVISIONS The rider(s) attached hereto, is/are incorporated herein by reference.
See Rider

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER - Ledgewood II at Sudbury Development Corp.


by Richard Campana, President


BUYER - Greg Gardner

RIDER TO PURCHASE AND SALE AGREEMENT
Ledgewood II at Sudbury Development Corp. ("SELLER")
Greg Gardner ("BUYER")
Lot 32 Mary Catherine Lane, Sudbury, MA ("Premises" or "Property")

A. WARRANTIES AND REPRESENTATIONS: BUYER acknowledges that BUYER has had an opportunity to make all inspections of the Premises, including without limitation, pest, soil, environmental and engineering inspections, is satisfied with the condition of the Premises, and accepts the Premises "as is" "where-is" except as expressly herein provided. SELLER has made no warranties or representations upon which BUYER has relied with respect to the Premises, express or implied. The provisions of this paragraph shall survive delivery of the deed.

B. CONSTRUCTION: BUYER shall use continuous diligent efforts to complete the construction of a luxury grade home of at least 4,000 square feet of finished space (excluding basement/lower level), containing at least 4 bedrooms within 12 months of the delivery of the deed hereunder. If BUYER has not accomplished same by the expiration of said 12 months, BUYER shall use continuous diligent efforts thereafter. **SELLER shall permit BUYER to use fiber cement siding such as Hardi Board and PVC trim boards such as Azek.** The provisions of this paragraph shall survive the delivery of the deed.

C. COMPLETE AGREEMENT: This Agreement supersedes all prior agreements and other understandings between the parties. Any such prior agreements are hereby declared void. This Agreement represents the complete agreement of the parties hereto. This Agreement may be modified only by written agreement signed by both BUYER and SELLER.

D. 61B: SELLER's obligations hereunder are contingent on the SELLER successfully terminating the Town of Sudbury's 61B right of first refusal. If the SELLER is unable to obtain such termination then upon termination of this Agreement, SELLER shall reimburse BUYER up to \$3,500 of BUYER's actual out of pocket expenses for approvals in connection with the purchase of the Premises including but not limited to septic, design, engineering and financing.

E. CONSTRUCTION APPROVALS: BUYER's obligations hereunder are contingent on BUYER obtaining all necessary construction approvals by the Town of Sudbury for a 4,000 square foot, 4+ bedroom single family home including but not limited to septic system approval and obtaining building permits to BUYER's satisfaction. BUYER shall use continuous diligent efforts in its permitting endeavors. In the event that BUYER has not obtained such approvals on or before the closing date after using continuous diligent efforts, BUYER can extend the closing date by up to 30 days. In the event that BUYER has not received such permits and approvals within this extension period, BUYER may elect to terminate this transactions in which case all deposits shall be refunded to BUYER without further recourse to the parties.

F. ACCESS: Any access to the Premises by BUYER prior to closing shall be in the presence of SELLER or SELLER's agents at reasonable times and after reasonable notice. BUYER shall be responsible for any damage to the Premises as a result of the same, and shall indemnify and hold SELLER harmless from any claims against SELLER by any person, including BUYER, arising out of or related to said access.

G. REBA STANDARDS: Any matter or practice arising under or relating to this agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable.

H. All notices required or to be given hereunder shall be in writing and deemed duly given when: hand delivered, or sent via recognized express/overnight carrier, or placed in the US Mail postage prepaid or by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or sent via facsimile with proof of transmission, or sent via e-mail with proof of transmission, addressed as follows: If to BUYER: as set forth in Section 1 hereof and If to SELLER: Joshua M. Fox, Esq., Rollins, Rollins & Fox, 36 Glen Avenue, Newton, MA 02459; Telephone: 617-969-7555; Fax: 617-969-5281; E-mail: jfox@rrf-law.com; or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

I. Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

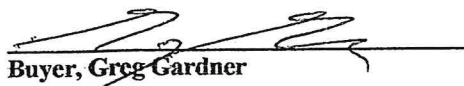
- (a) All buildings, structures and improvements on the Premises, and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises or within an easement area benefiting the Premises, and shall not unlawfully encroach upon, over or under any property not within such lot lines or property of any other person or entity;
- (b) No buildings, structures or improvements of any kind encroaches upon, over or under the Premises from other premises unless it is pursuant to and within an easement area benefiting said other premises granted from the Premises;
- (c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" and schedule B1 to such form or policy;
- (d) The Premises abut and have unrestricted and unencumbered vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located or a abut a private way with record access to a public way; and
- (e) Certificates of compliance have been recorded for lot specific wetland orders of conditions.

J. Without conducting any investigation or inquiry SELLER represents that to the best of SELLER's knowledge:

- (a) There are no underground oil storage tanks located on the Premises;
- (b) other than reasonable quantities of normal household products, SELLER has not released any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) on the Premises;
- (c) There are no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement;
- (d) as of the date hereof, the SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are presently or may presently be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings;
- (e) SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings against the SELLER or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises;

K. All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.

L. Upon closing, BUYER agrees to move SELLER's sign to a different location determined by SELLER within the development. *Not Responsible for damaging sign during move*

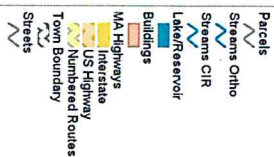
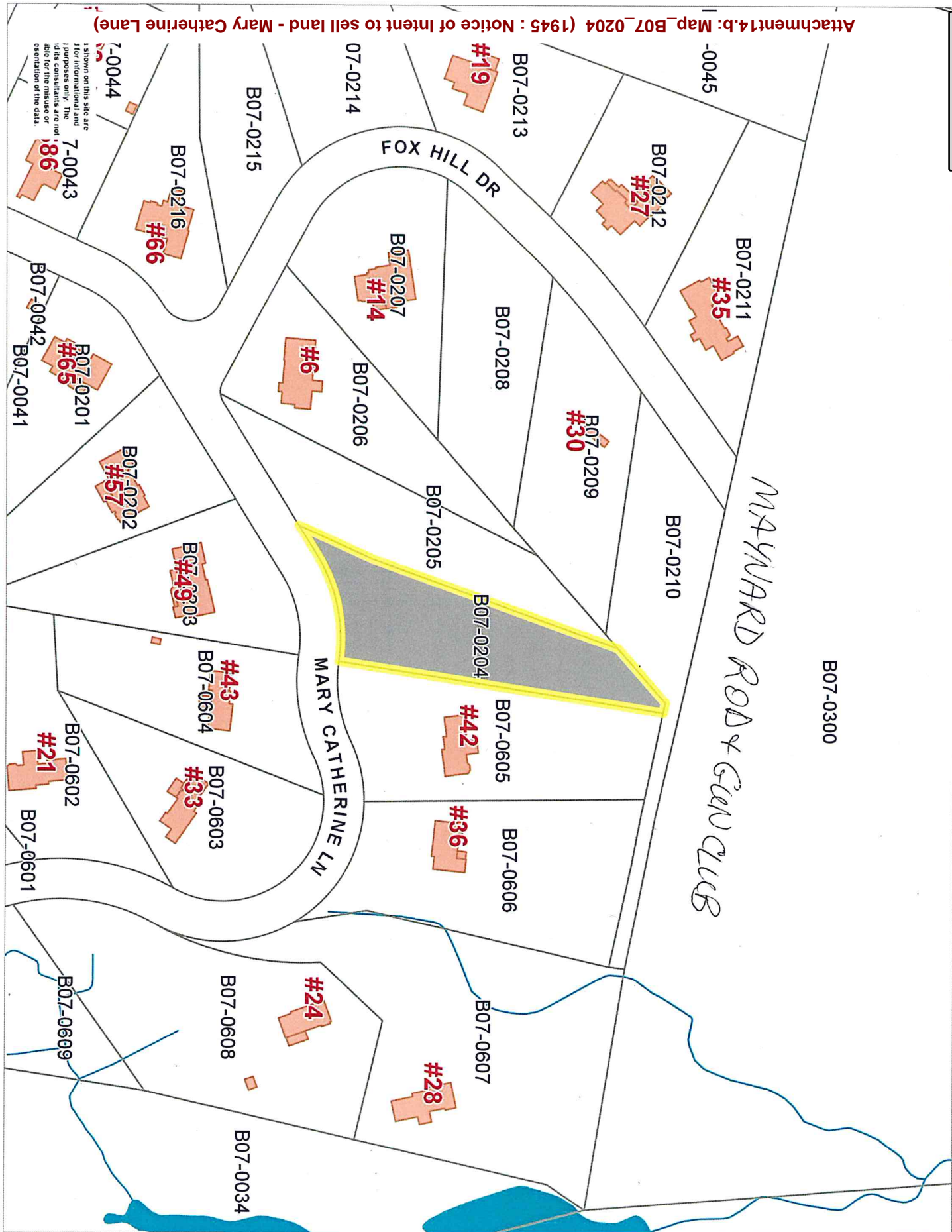

Buyer, Greg Gardner

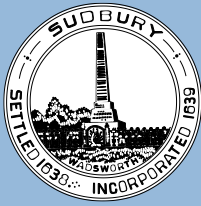
SELLER:

Ledgewood II at Sudbury Development Corp.


By Richard A. Campana, President

MAYNARD ROD & GUN CLUB





SUDBURY BOARD OF SELECTMEN
Tuesday, August 16, 2016

15

MISCELLANEOUS (UNTIMED)

15: 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:

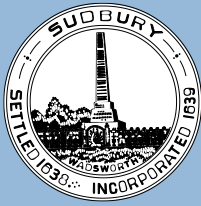
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

MISCELLANEOUS (UNTIMED)**16: 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:

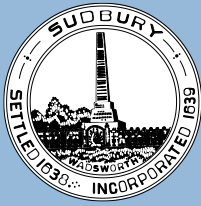
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

CONSENT CALENDAR ITEM**17: Minutes approval**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 7/26/16, and the minutes of 9/10/15 (Town Manager candidate interviews).

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 7/26/16, and the minutes of 9/10/15 (Town Manager candidate interviews).

Background Information:
attached

Financial impact expected:

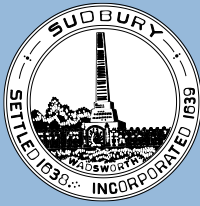
Approximate agenda time requested:

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

08/16/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

CONSENT CALENDAR ITEM**18: Positive Spin for ALS 2016**REQUESTOR SECTION

Date of request:

Requestor: Myke Farricker, Co-Chair of the 2015 Positive Spin for ALS Bike Ride Committee

Formal Title: Vote to grant a special permit to Myke Farricker, Committee Co-Chair, to hold a "Positive Spin for ALS" bike ride on Sunday, September 25, 2016, from 7:00 a.m. through approximately 4:00 p.m., following the same route as in previous years, subject to Police Dept. safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the race's conclusion.

Recommendations/Suggested Motion/Vote: *Vote to grant a special permit to Myke Farricker, Committee Co-Chair, to hold a "Positive Spin for ALS" bike ride on Sunday, September 25, 2016, from 7:00 a.m. through approximately 4:00 p.m., following the same route as in previous years, subject to Police Dept. safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the race's conclusion.*

Background Information:

CONSENT CALENDAR

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Leila S. Frank	Pending
Patty Golden	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 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: BOSadmin@sudbury.ma.us

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

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

Organization Name 2016 Positive Spin for ALS, aka Ride to Defeat ALS
 Event Name 2016 Positive Spin for ALS, aka Ride to Defeat ALS
 Organization Address 524 Boston Post Road, Wayland, MA 01778
 Name of contact person in charge Myke Farricker
 Telephone Number(s) of contact [REDACTED] (cell) [REDACTED]
 Email address [REDACTED]
 Date of event Sunday, September 25, 2016 Rain Date _____
 Starting time 7:00 am Ending time 4:00 pm
 Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to this application) Already provided in previous email
 Anticipated number of participants 125
 Assembly area (enclose written permission of owner if private property to be used for assembly) _____
The Longfellow Club, 524 Boston Post Road, Wayland, MA 01778
 Organization that proceeds will go to Massachusetts Chapter of ALS
 Any other important information _____

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

Signature of Applicant

Myke Farricker

Date

7/20/16

Frank, Leila

From: Myke Farricker
Sent: Tuesday, July 19, 2016 12:10 PM
To: Frank, Leila
Subject: Permit Request for 2016 Positive Spin for ALS Bike Ride - Sunday, September 25th
Attachments: 2016 PSALS Town of Sudbury Certificate of Insurance.pdf; 2016 PSALS 10- Mile Map.pdf; 2016 PSALS 25 Mile Maps.pdf; 2016 PSALS 50 Mile Maps.pdf; 2016 PSALS 70 Mile Map.pdf

Leila - Hello again! Hope you're well. It's that time of year again. I'm writing to request a permit for this year's 2016 Positive Spin for ALS Bike Ride to raise money for research and patient care for those afflicted with ALS, or Lou Gehrig's disease. Over the past 15 years of our ride, we've raised over \$1.6 million in donations.

Here is the information for the ride (all the same as last year) -

- It will take place on Sunday, September 25th.
- Our ride is sponsored and insured again this year by the Massachusetts Chapter of the National ALS Association.
- It begins and ends at The Longfellow Club in Wayland, with starting times of 7:00 a.m. (70 miles), 9:00 am (50 miles), 10:00 am (25 miles), and 11:00 am (10 miles).
- The ride routes are the same as last year. I've attached all the cue sheets for the 10, 25, 50 and 70 mile rides, as well as a copy of the Certificate of Insurance for the Town of Sudbury.
- We will arrange a police detail of three officers from the Sudbury Police Department, to cover the entrance to The Longfellow Club on Route 20, the intersection of Route 27 and Water Row, and the intersection of Concord Road and Lincoln Road by the high school.

We will be putting up road signs in the ground again this year as we have done in all the past years. We will be putting the signs up the day before the ride, Saturday, September 24th, and we will take all the signs down at the end of the day of the ride, Sunday, September 25th. The signs will be put on metal stakes into the ground - we will not be attaching any signs to any trees or poles.

Thank you for your help again this year and in the previous years. Please let me know if you need anything else from me, and if I need to send this permit request to anyone else in the Town of Sudbury government. Thank you.

Hope all is well.

Take care,

Myke Farricker
 Co-Chair of the 2016 Positive Spin for ALS Bike Ride Committee

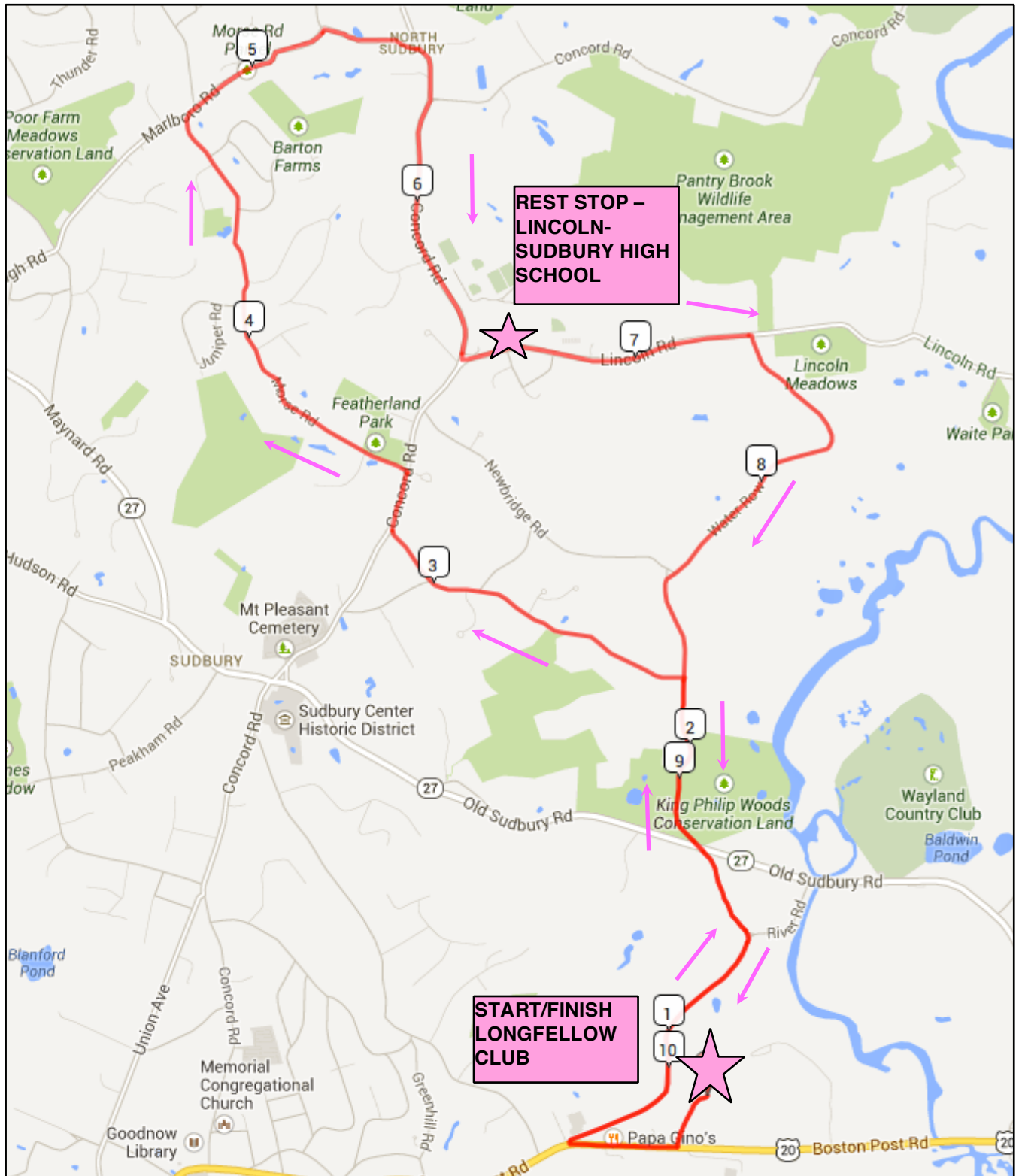
Myke Farricker, General Manager, The Longfellow Clubs, Wayland & Natick, MA

The Longfellow Club, Wayland	524 Boston Post Road, Wayland, MA 01778	508.358.7355
Longfellow Sports Club, Natick	203 Oak St, Natick, MA 01760	508.653.4633
Natick Racquet Club, Natick	16 Michigan Drive, Natick, MA 01760	508.653.4606



10 Mile Family Ride

Sunday, September 25, 2016 | 11AM
10 Mile participants follow **PINK** markers



Attachment18.a: Positive Spin ALS 2016_BOS (1920 : Positive Spin for ALS 2016)

EMERGENCIES: CALL 911
Event Headquarters & SAG support: 781-234-4028

The ALS Association Massachusetts Chapter
2016 Ride to Defeat ALS

DIST	CUE	DIST TO NEXT
0.0	Start of route	
0.2	→ R onto US-20 W/Boston Post Rd	
0.5	→ R onto Old County Rd	
0.8	↑ Continue onto River Rd	
1.4	← L onto Water Row. CAUTION: Oncoming traffic has R of Way	
1.6	↑ CAUTION: Cross Route 27 and continue onto Water Row.	
2.2	← L onto Plympton Rd	
3.2	→ R onto Concord Rd	
3.4	← L onto Morse Rd	
4.8	→ R onto Marlboro Rd	
5.2	→ R onto Haynes Rd	
5.5	→ R onto Pantry Rd	
5.7	↑ Continue onto Concord Rd	
6.5	← L at Lincoln Rd	
6.6	☹ REST STOP @ Lincoln Sudbury High School (Open: 10:30 AM - 2:00 PM)	
7.3	→ R onto Water Row	
9.2	↑ CAUTION: Crossing Route 27 and continue onto Water Row.	
9.5	→ Slight R onto River Rd	
10.1	↑ Continue onto Old County Rd	
10.4	← L onto US-20 E/Boston Post Rd	
10.7	← L onto Minuteman Dr	
10.9	End of route	



10 Mile Family Ride
Sunday, September 25, 2016 | 11AM
 10 Mile participants follow **PINK** markers

Rules of the Road

- > Follow traffic laws. They apply to cyclists, too!
- > Keep your helmet on while riding.
- > No headphones. It is illegal to ride with headphones in the State of Massachusetts
- > No speaking or texting on cell phones while riding. Safely pull over and stop to use your phone.
- > If you need to pull over, warn cyclists behind you and then get completely out of the path of other riders.
- > Call out hazards to warn cyclists around you. Repeat hazard warnings to those behind you.
- > Avoid collisions. Call out "slowing" or "stopping" to warn riders behind you.

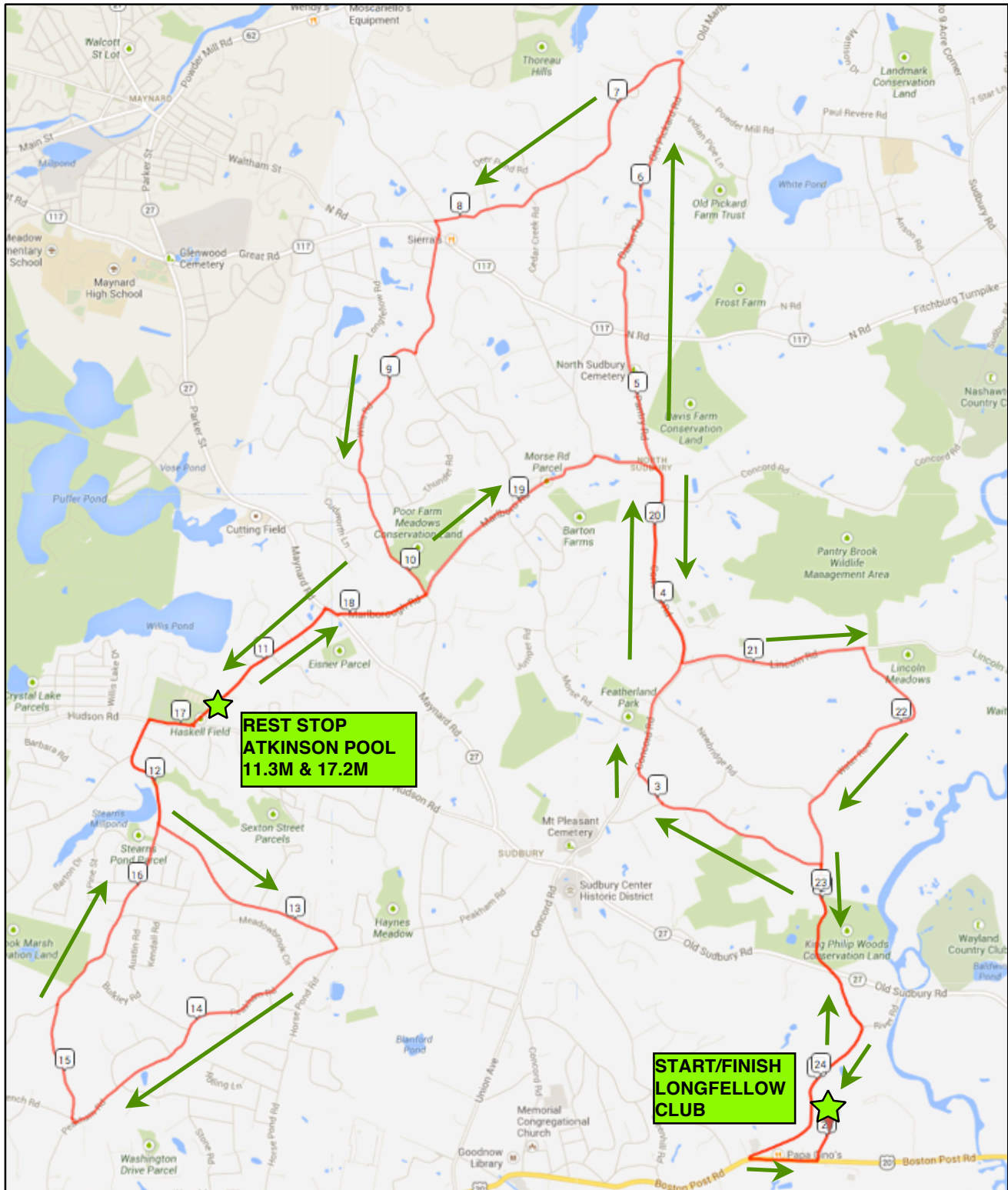
EMERGENCIES: CALL 911

Event Headquarters & SAG support: 781-234-4028

Attachment 18.a: Positive Spin ALS 2016 BOS (1920 : Positive Spin for ALS 2016)

25 Mile Ride

Sunday, September 25, 2016 | 10AM
25 Mile participants follow **GREEN** markers



Attachment18.a: Positive Spin ALS 2016_BOS (1920 : Positive Spin for ALS 2016)

EMERGENCIES: CALL 911

Event Headquarters & SAG support: 781-234-4028

DIST	CUE	DIST TO NEXT CUE
0.0	Start of route	0.2
0.2	→ R onto US-20 W/Boston Post Rd	0.3
0.5	→ R onto Old County Rd	0.3
0.8	↑ Continue onto River Rd	0.5
1.4	← Bear L onto Water Row. CAUTION: Oncoming Traffic has R of Way.	0.3
1.7	↑ CAUTION: Cross Route 27 and continue on Water Row.	0.5
2.2	← L onto Plympton Rd	1.1
3.3	→ R onto Concord Rd	0.1
3.4	↑ Continue Straight on Concord for 25 Mile Route.	0.4
3.8	← Bear L to continue on Concord Rd	0.9
4.7	↑ Continue Straight. Concord Rd becomes Pantry Rd	0.7
5.3	↑ Continue Straight. Pantry Rd becomes Dakin Rd at RT 117	0.7
6.0	↑ Continue Straight. Dakin Rd becomes Old Pickard Rd	0.7
6.7	← Sharp L onto Old Marlboro Rd	0.8
7.5	↑ Continue Straight. Old Marlboro Rd becomes Powers Rd	0.7
8.2	← L onto Powder Mill Rd	0.1
8.2	↑ Continue Straight. Powder Mill Rd becomes Mossman Rd at RT 117.	0.6
8.8	→ R onto Willis Rd	1.4
10.2	→ R onto Marlboro Rd	0.4
10.6	→ R onto MA-27 N/Maynard Rd	0.1
10.7	← L onto Fairbank Rd	0.7
11.3	REST STOP @ Atkinson Pool. Open 7:45am - 12:30pm	0.2
11.5	→ R onto Hudson Rd	0.2
11.7	← L onto Dutton Rd for 25 Mile Route	0.6
12.3	← L onto Pratts Mill Rd	1.0
13.3	→ Sharp R onto Peakham Rd	1.5
14.8	→ R onto French Rd. CAUTION: Short distance until next turn!	0.0
14.8	→ R onto Old Garrison Rd	0.6
15.4	↑ Continue Straight. Old Garrison Rd becomes Dutton Rd	1.5
16.9	→ R onto Hudson Rd for 25 Mile Route	0.2
17.1	← L onto Fairbank Rd	0.2
17.3	REST STOP @ Atkinson Pool. Open 7:45am - 12:30pm	0.7
18.0	→ R onto MA-27 S/Maynard Rd. CAUTION: Short distance until next turn!	0.1
18.0	← L onto Marlboro Rd	0.4
18.4	↑ Continue Straight to stay on Marlboro Rd	0.6
19.0	← Slight L to stay on Marlboro Rd/Marlborough Rd	0.5
19.5	→ R onto Haynes Rd	0.3
19.8	→ R onto Pantry Rd	0.2
19.9	↑ Continue onto Concord Rd	0.8
20.7	← L onto Lincoln Rd. CAUTION: Oncoming Traffic has R of Way	0.9
21.6	→ R onto Water Row	1.9
23.5	↑ CAUTION: Cross Route 27 and continue on Water Row.	0.3
23.8	→ Slight R onto River Rd	0.5
24.3	↑ Continue Straight. River Rd becomes Old County Rd	0.3
24.6	← L onto US-20 E/Boston Post Rd	0.3
24.9	← L onto Minuteman Dr.	0.2
25.1	End of route	0.0



25 Mile Ride
Sunday, September 25, 2016 | 10
25 Mile participants follow GREEN
markers

EMERGENCIES:
CALL 911
Event Headquarters
SAG support:
781-234-4028

Rules of the Road

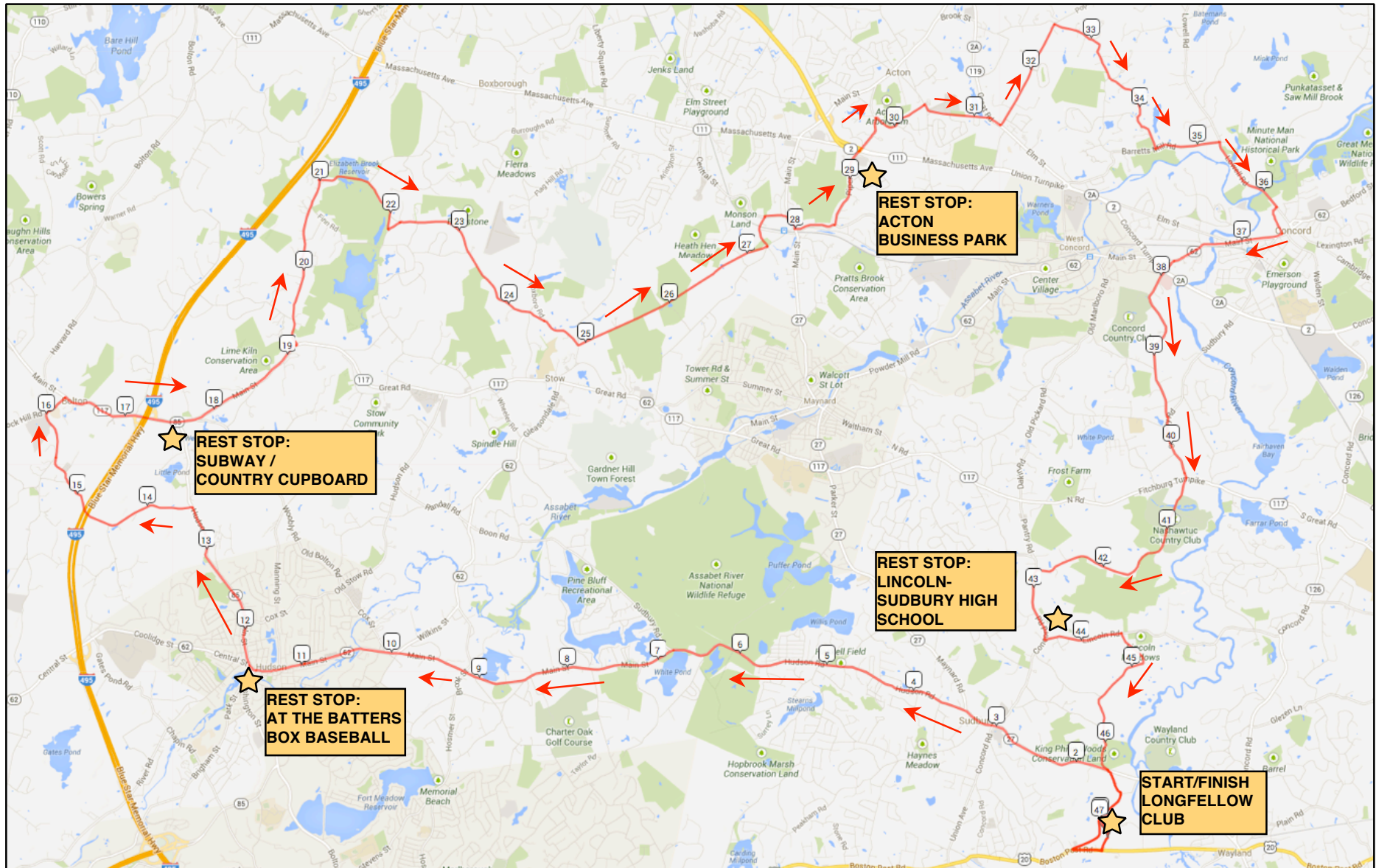
- > Follow traffic laws. They apply to cyclists too!
- > Keep your helmet on while riding.
- > No headphones. It is illegal to ride with headphones in the State of Massachusetts.
- > No speaking or texting on cell phones while riding. Safely pull over and stop to use your phone.
- > If you need to pull over, warn cyclists behind you and then get completely out of the path of other riders.
- > Call out hazards to warn cyclists around you. Repeat hazard warnings to those behind you.
- > Avoid collisions. Call out "slowing" or "stopping" to warn riders behind you.



50 Mile Ride

Sunday, September 25, 2016 | 8:30AM
50 Mile participants follow **ORANGE** markers

EMERGENCIES: CALL 911
Event Headquarters & SAG
support: 781-234-4028





The ALS Association Massachusetts Chapter
2016 Ride to Defeat ALS

18.a

50 Mile Ride

Sunday, September 25, 2016 | 8:30AM
50 Mile participants follow **ORANGE** markers

DIST	CUE	DIST TO NEXT CUE
0.0	Start of route	0.2
0.2	→ R onto US-20 W/Boston Post Rd	0.3
0.5	→ R onto Old County Rd	0.3
0.8	↑ Continue onto River Rd	0.5
1.4	← L onto Water Row. CAUTION: Oncoming traffic has R of Way	0.3
1.7	← L onto MA-27 N/Old Sudbury Rd. CAUTION: 50 MILE TURNS ONTO OLD SUDBURY ROAD (other routes continue straight.)	1.4
3.1	↑ Continue Straight. Old Sudbury Rd becomes Hudson Rd	0.4
3.5	↑ CAUTION: 50 MILE ROUTE CONTINUES STRAIGHT AS RT 27 GOES TO THE R	3.1
6.5	↑ Continue Straight. Hudson Rd becomes Sudbury Rd	0.4
6.9	← L onto State Rd	0.3
7.2	↑ Continue Straight. State Rd becomes Main St	4.4
11.6	☞ REST STOP @ At the Batters Box Baseball Open 8:45am - 11am	0.1
11.6	↑ At the traffic circle, continue straight onto MA-62 W/MA-85 N/Main St	0.1
11.8	→ Bear R onto MA-85 N/Lincoln St	1.4
13.1	↑ Continue Straight. Lincoln St. becomes Hudson Rd	0.5
13.7	← L onto Century Mill Rd/Mill Rd	1.0
14.7	↑ Continue Straight. Mill Rd becomes S Bolton Rd	1.1
15.7	↑ Continue Straight. S Bolton Rd becomes Berlin Rd	0.5
16.2	→ R onto Wattaquodock Hill Rd	0.3
16.5	→ R on Main St/RT 117	1.1
17.6	☞ REST STOP @ Subway Restaurant / Country Cupboard. Open 9:30am - Noon	1.7
19.4	← L onto East End Rd	0.7
20.0	↑ Continue Straight. East End Rd becomes Stow Rd	1.2
21.2	→ R onto Eldridge Rd	0.7
21.9	↑ Continue Straight. Eldridge Rd becomes Taylor Rd	0.3
22.2	↑ Straight onto Garner Rd	0.2
22.4	← L onto No Name Rd	0.2
22.5	→ R onto Taylor Rd	2.1
24.7	↑ Continue straight onto Boxboro Rd	0.5
25.1	← L onto S Acton Rd. CAUTION: Cross W Acton Rd	1.7
26.8	↑ Continue Straight. S Acton Rd becomes Stow St	0.7
27.5	← L onto Martin St	0.4
27.8	→ R onto Central St	0.3
28.1	→ Slight R onto MA-27 S/Main St. CAUTION: Short distance until next turn!	0.1
28.2	← L onto School St	0.5
28.7	← L onto Piper Rd	0.8
29.4	☞ REST STOP @ Acton Business Park. Open 10:00am - 1:30pm.	0.2
29.6	↑ Cross Massachusetts Ave and continue onto Taylor Rd	0.4
30.0	→ R onto Minot Ave	0.7

DIST	CUE	DIST TO NEXT CL
30.7	→ R onto Concord Rd	0.
30.7	← CAUTION: Bear L to stay on Concord Rd	0.
31.4	→ R onto MA-119 E/Massachusetts 2A E/Great Rd. CAUTION: Busy road	0.
31.6	← L onto Pope Rd	1.
32.9	→ R onto Strawberry Hill Rd	1.
34.8	← L onto Barretts Mill Rd	0.
35.5	→ R onto Lowell Rd	1.
36.5	→ R onto Keyes Rd	0.
36.8	→ R onto MA-62 W/Main St	1.
38.1	← L onto Old Road to 9 Acre Corner. CAUTION: Merging Traffic.	0.
38.2	↑ Continue Straight. Cross Route 2	1.
40.0	→ R onto Sudbury Rd	0.
40.7	↑ Continue Straight, crossing Route 117	0.
41.1	↑ Continue straight, Sudbury Rd becomes Concord Rd	2.
43.1	← L to stay on Concord Rd	0.
43.9	← L onto Lincoln Rd	0.
44.0	☞ REST STOP @ Lincoln Sudbury High School (Open 10:30 AM - 2 PM)	0.
44.8	→ R onto Water Row	1.
46.6	↑ CAUTION: Cross Route 27 and continue on Water Row.	0.
46.9	→ Slight R onto River Rd	0.
47.5	↑ River Rd becomes Old County Rd	0.
47.8	← L onto US-20 E/Boston Post Rd	0.
48.1	← L onto Minuteman Dr	0.
48.3	End of route	0.

Rules of the Road

- > Follow traffic laws. They apply to cyclists, too!
- > Keep your helmet on while riding.
- > No headphones. It is illegal to ride with headphones in the State of Massachusetts
- > No speaking or texting on cell phones while riding. Safely pull over and stop to use your phone.
- > If you need to pull over, warn cyclists behind you and then get completely out of the path of other riders.
- > Call out hazards to warn cyclists around you. Repeat hazard warnings to those behind you.
- > Avoid collisions. Call out "slowing" or "stopping" to warn riders behind you.

EMERGENCIES: CALL 911
Event Headquarters & SAG
support: 781-234-4028

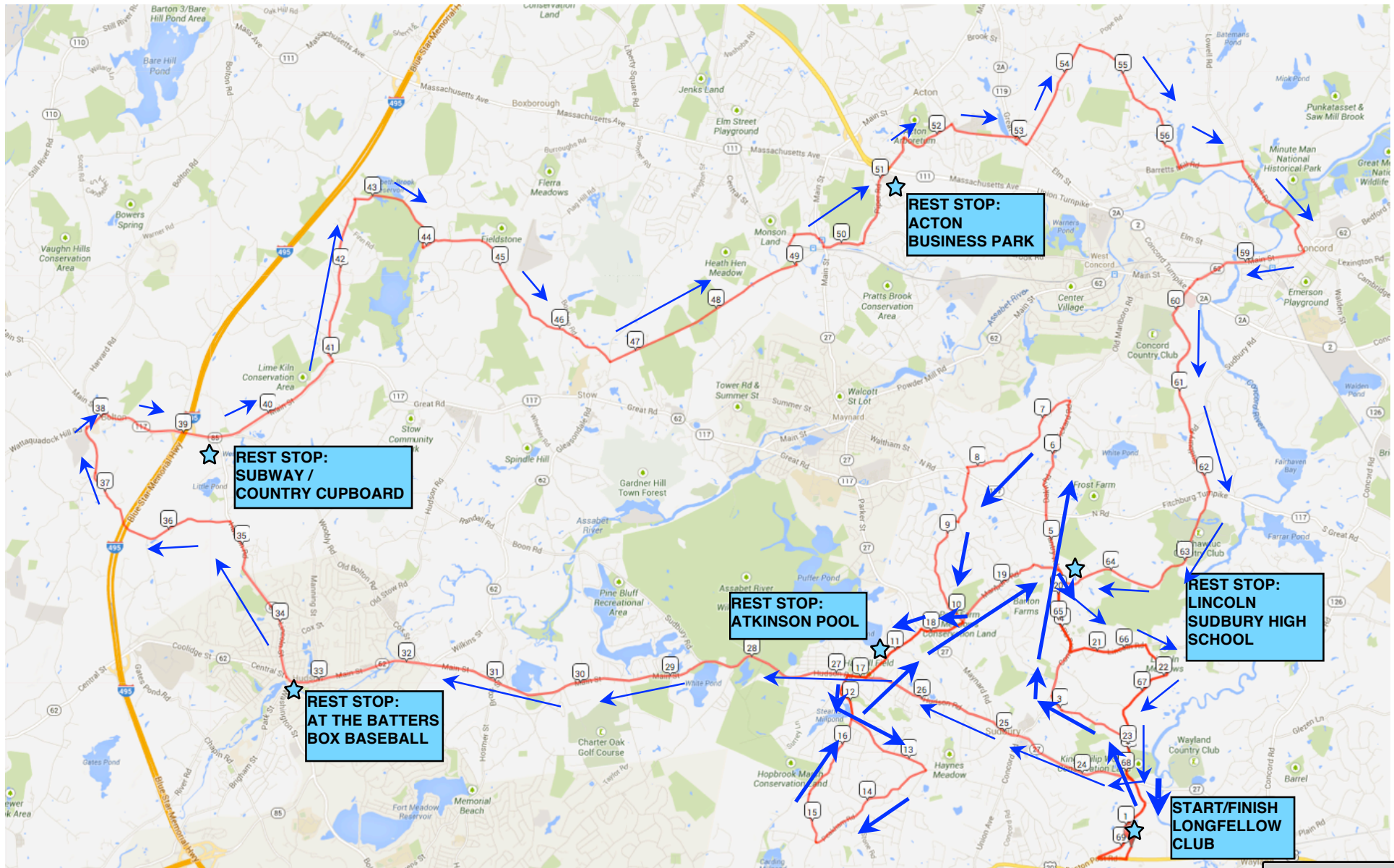
Attachment 18.a: Positive Spin ALS 2016_BOS (1920 : Positive Spin for ALS 2016)



70 Mile Ride

Sunday, September 25, 2016 | 7:00AM
70 Mile participants follow **BLUE** markers

EMERGENCIES: CALL 911
Event Headquarters & SAG
support: 781-234-4028



DIST	CUE	DIST TO NEXT CUE
0.0	Start of route	0.2
0.2	→ R onto US-20 W/Boston Post Rd	0.3
0.5	→ R onto Old County Rd	0.3
0.8	↑ Continue onto River Rd	0.5
1.4	← Bear L onto Water Row. CAUTION: Oncoming traffic has R of way	0.3
1.7	↑ CAUTION: Cross Route 27 and continue straight on Water Row.	0.5
2.2	← L onto Plympton Rd	1.1
3.3	→ R onto Concord Rd.	0.1
3.4	↑ Continue Straight on Concord for 70 Mile Route.	0.4
3.8	← Bear L to continue on Concord Rd.	0.8
4.7	↑ Continue Straight. Concord Rd becomes Pantry Rd.	0.7
5.3	↑ Continue Straight. Pantry Rd becomes Dakin Rd at RT 117	0.7
6.0	↑ Continue Straight. Dakin Rd becomes Old Pickard Rd	0.6
6.7	← Sharp L onto Old Marlboro Rd	0.8
7.5	↑ Continue Straight. Old Marlboro Rd becomes Powers Rd	0.7
8.2	← L onto Powder Mill Rd	0.1
8.2	↑ Continue Straight. Powder Mill Rd becomes Mossman Rd at RT 117	0.6
8.8	→ R onto Willis Rd	1.4
10.2	→ R onto Marlboro Rd	0.4
10.6	→ R onto MA-27 N/Maynard Rd	0.1
10.7	← L onto Fairbank Rd	0.7
11.3	⛔ REST STOP @ Atkinson Pool. Open 7:45am - 12:30pm.	0.2
11.5	→ R onto Hudson Rd	0.2
11.7	← L onto Dutton Rd for first quarter of 70 Mile Route	0.6
12.2	← L onto Pratts Mill Rd	1.0
13.3	→ Sharp R onto Peakham Rd	1.5
14.8	→ R onto French Rd. CAUTION: Short distance until next turn!	0.0
14.8	→ R onto Old Garrison Rd	0.6
15.4	↑ Continue Straight. Old Garrison Rd becomes Dutton Rd	1.5
16.9	→ R onto Hudson Rd for first quarter of 70 Mile Route	0.2
17.1	← L onto Fairbank Rd	0.2
17.3	⛔ REST STOP @ Atkinson Pool. Open 7:45am - 12:30pm.	0.7
17.9	→ R onto MA-27 S/Maynard Rd. CAUTION: Short distance until next turn!	0.1
18.0	← L onto Marlboro Rd	0.4
18.4	↑ Continue Straight to stay on Marlboro Rd	0.5
19.0	← Slight L to stay on Marlboro Rd/Marlborough Rd	0.5
19.5	→ R onto Haynes Rd	0.3
19.7	→ R onto Pantry Rd	0.2
19.9	↑ Bear R to stay on Concord Rd	0.8
20.7	← L onto Lincoln Rd. CAUTION: Oncoming Traffic has R of Way	0.9
21.6	→ R onto Water Row	1.9
23.5	→ CAUTION: Sharp R onto MA-27 N/Old Sudbury Rd to continue 70 Mile Route	1.4
24.9	↑ Continue Straight. Old Sudbury Rd becomes Hudson Rd.	0.4
25.2	↑ CAUTION: 70 MILE ROUTE CONTINUES STRAIGHT AS RT 27 GOES TO THE R	1.7
26.9	↑ CAUTION: Continue Straight past Dutton Rd for remaining 70 Mile Route	1.4
28.3	↑ Continue Straight. Hudson Rd becomes Sudbury Rd	0.3
28.6	← Slight L onto State Rd	0.3
28.9	↑ Continue Straight. State Rd becomes Main St	4.3
33.3	⛔ REST STOP @ At the Batters Box Baseball Open 8:45am - 11am.	0.1
33.3	↑ At the traffic circle, continue straight onto MA-62 W/MA-85 N/Main St	0.1
33.4	→ Bear R onto MA-85N/Lincoln St	1.3
34.8	↑ Continue Straight. Lincoln St becomes Hudson Rd	0.6
35.3	← L onto Century Mill Rd/Mill Rd	1.0
36.3	↑ Continue Straight. Mill Rd becomes S Bolton Rd	1.1
37.3	↑ Continue Straight. S Bolton Rd becomes Berlin Rd	0.5

DIST	CUE	DIST TO NEXT CUE
37.8	→ R onto Wattaquodock Hill Rd	0.3
38.1	→ R onto MA-117 E/Main St	1.2
39.3	⛔ REST STOP @ Subway Restaurant / Country Cupboard. Open 9:30am - Noon.	1.7
41.0	← L onto East End Rd	0.7
41.7	↑ Continue Straight. East End Rd becomes Stow Rd	1.2
42.9	→ R onto Eldridge Rd	0.7
43.5	↑ Continue Straight. Eldridge Rd becomes Taylor Rd	0.3
43.9	↑ Straight onto Garner Rd	0.2
44.0	← L onto No Name Rd	0.2
44.2	→ R onto Taylor Rd	2.1
46.3	→ Slight R onto Boxboro Rd	0.5
46.8	← L onto S Acton Rd. CAUTION: Cross W Acton Rd	1.7
48.4	↑ Continue Straight. S Acton Rd becomes Stow St	0.7
49.1	← L onto Martin St	0.4
49.5	→ R onto Central St	0.3
49.8	→ Slight R onto MA-27 S/Main St. CAUTION: Short distance until next turn!	0.1
49.9	← L onto School St	0.5
50.3	← L onto Piper Rd	0.8
51.1	⛔ REST STOP @ Acton Business Park. Open 10:00am - 1:30pm.	0.1
51.3	↑ Cross Massachusetts Ave and continue onto Taylor Rd	0.4
51.7	→ R onto Minot Ave	0.6
52.4	→ R onto Concord Rd	0.1
52.4	← CAUTION: Bear L to stay on Concord Rd	0.7
53.1	→ R onto MA-119 E/Massachusetts 2A E/Great Rd. CAUTION: Busy road	0.1
53.3	← L onto Pope Rd	1.3
54.6	→ R onto Strawberry Hill Rd	2.0
56.5	← L onto Barretts Mill Rd	0.7
57.3	→ R onto Lowell Rd	1.0
58.2	→ R onto Keyes Rd	0.3
58.6	→ R onto MA-62 W/Main St	1.2
59.8	← L onto Old Road to 9 Acre Corner. CAUTION: Merging Traffic!	0.1
59.9	↑ Continue Straight. Cross Route 2	1.8
61.8	→ R onto Sudbury Rd	0.7
62.5	↑ Continue Straight, crossing Route 117	0.5
63.0	↑ Continue Straight. Sudbury Rd becomes Concord Rd	2.0
64.9	← L to stay on Concord Rd	0.8
65.7	← L at Lincoln Rd	0.1
65.8	⛔ REST STOP @ Lincoln Sudbury High School Open 10:30 AM - 2 PM (NOTE: This Rest Stop will only be open the second time you ride by)	0.8
66.6	→ R onto Water Row	1.9
68.5	↑ CAUTION: Cross Route 27 and continue on Water Row	0.3
68.8	→ Slight R onto River Rd	0.5
69.3	↑ River Rd Becomes Old County Rd	0.3
69.7	← L onto US-20 E/Boston Post Rd	0.3
70.0	← L onto Minuteman Dr	1.2
71.1	End of route	0.0

Rules of the Road

- > Follow traffic laws. They apply to cyclists, too!
- > Keep your helmet on while riding.
- > No headphones. It is illegal to ride with headphones in the State of Massachusetts.
- > No speaking or texting on cell phones while riding. Safely pull over and stop to use your phone.
- > If you need to pull over, warn cyclists behind you and then get completely out of the path of other riders.
- > Call out hazards to warn cyclists around you. Repeat hazard warnings to those behind you.
- > Avoid collisions. Call out "slowing" or "stopping" to warn riders behind you.



**EMERGENCY
CALL 911**

**Event
Headquarter
SAG support
781-234-4021**

Attachment 18.a: Positive Spin ALS 2016_BOS (1920 : Positive Spin for ALS 2016)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM

18.a

4/20/2016

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

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

PRODUCER (C) Wharton/Lyon & Lyon 101 S. Livingston Avenue Livingston, NJ 07039 973 992-5775	CONTACT NAME: Mary O'Connor PHONE (A/C, No, Ext): 973 992-5775 FAX (A/C, No): 973-992-6660 E-MAIL ADDRESS: moconnor@whartoninsurance.com																					
INSURED Amyotrophic Lateral Sclerosis Assoc. 1275 K Street NW, 2nd Floor, Suite 250 Washington, DC 20005	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Hanover Insurance</td><td>22292</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Hanover Insurance		22292	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			ZDY949968804	04/01/2016	04/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZDY949968804	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHYA01456404	04/01/2016	04/01/2017	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Ride to Defeat ALS Cycle Event at Longfellow Club, Wayland, MA on September 25, 2016 for the ALS

Association Massachusetts Chapter

The Town of Sudbury is named as additional insured under General Liability per form # CG2026 07/04.

CERTIFICATE HOLDER

CANCELLATION

Town of Sudbury
Sudbury Town Hall
322 Concord Road
Sudbury, MA 01776

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

AUTHORIZED REPRESENTATIVE

Robert L. Sileno

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Positive Spin for ALS Department Feedback

September 25, 2016

Fire Department Approval:

From: Miles, William
Sent: Monday, July 25, 2016 8:50 AM
Subject: **ACCEPTED**: Positive Spin for ALS (Ride to Defeat ALS)
When: Sunday, September 25, 2016 7:00 AM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).

Highway Department Approval:

From: Nix, Scott
Sent: Monday, July 25, 2016 4:50 PM
Subject: RE: FW: Positive Spin for ALS (Ride to Defeat ALS)

Consider it **YES** from both

Respectfully,
Scott Nix

Park & Recreation Approval:

From: McNamara, Kayla
Sent: Thursday, July 21, 2016 12:52 PM
Subject: **ACCEPTED**: Positive Spin for ALS (Ride to Defeat ALS)
When: Sunday, September 25, 2016 7:00 AM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).

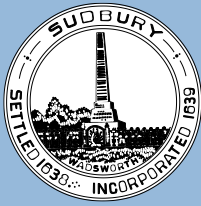
Police Department Approval:

From: Nix, Scott
Sent: Monday, July 25, 2016 4:44 PM
Subject: **ACCEPTED**: Positive Spin for ALS (Ride to Defeat ALS)
When: Sunday, September 25, 2016 7:00 AM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).

The police department **does not have an issue** with the event.

Respectfully,
Scott Nix
Chief of Police

Attachment18.b: Pos Spin 2016 Approvals (1920 : Positive Spin for ALS 2016)



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

CONSENT CALENDAR ITEM**19: Reappointment of River Stewardship Council Members**REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to reappoint Anne Slugg, 14 King Philip Road as member of the SuAsCo River Stewardship Council; and John Drobinski, 94 Woodside Road as alternate member of the SuAsCo River Stewardship Council for three-year terms, ending 5/31/19.

Recommendations/Suggested Motion/Vote: Vote to reappoint Anne Slugg, 14 King Philip Road as member of the SuAsCo River Stewardship Council; and John Drobinski, 94 Woodside Road as alternate member of the SuAsCo River Stewardship Council for three-year terms, ending 5/31/19.

Background Information:

Both members have indicated willingness to continue to serve.

In 2012, these were made as indefinite appointments by the Board of Selectmen, however the amended by-laws of the SuAsCo River Stewardship Council require that member terms be 3 years in duration. Article 3, Section 5 of the attached revised bylaws addresses membership terms.

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
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

BY-LAWS**SuAsCo RIVER STEWARDSHIP COUNCIL***Adopted April 23, 2002**Amended April 26, 2016***Article 1***Authority*

The Sudbury, Assabet and Concord River Stewardship Council (“the Council”) establishes these by-laws pursuant to the Sudbury, Assabet and Concord Wild and Scenic River Study River Conservation Plan, dated March 16, 1995 (the “River Conservation Plan”). These by-laws are intended to supplement and amend the procedural rules of the Council, as set forth in the Plan. The Plan is available at the RSC website: <http://www.sudbury-assabet-concord.org>.

Article 2*Purpose*

The purpose of the Council is to promote the long-term protection of the Sudbury, Assabet, and Concord Rivers (“SuAsCo River system”) by: (1) bringing the interested parties in river management together on a regular and ongoing basis, (2) stimulating cooperation and coordination among those parties, (3) providing a forum for all river interests to discuss and resolve issues, and 4) coordinating implementation of the River Conservation Plan of March 16, 1995, and as may be amended.

This type of representative body is indispensable for long-term management because of the complexities and significance of the SuAsCo River system. Given the number of jurisdictions and interests involved in the SuAsCo River system, no one entity can assume sole management responsibility or provide the necessary protection by itself. Furthermore, management decisions by any one entity are likely to impact a number of other interests. The

forum provided by the Council will ensure communication among all parties and the representation of all viewpoints in making and implementing management decisions.

Article 3

Membership

I. A. Core Voting Membership

The River Conservation Plan defines a ‘core membership’ of the SuAsCo River Stewardship Council (“the Council” or “RSC”) as consisting of the following 13 entities:

Town of Bedford	Town of Billerica
Town of Carlisle	Town of Concord
Town of Framingham	Town of Lincoln
Town of Sudbury	Town of Wayland
OARS	Sudbury Valley Trustees
National Park Service	Commonwealth of Massachusetts (2 representatives and 2 alternates)
U.S. Fish & Wildlife Service	

The Plan specifies that these core member entities have voting responsibilities, and are therefore referred to as the “core voting membership”. Where there are current appointed representatives for these member entities, those representatives shall be considered “eligible to vote.”

I: B. Appointment of Member Representatives and Alternates

The governing body of each member institution shall appoint a regular and an alternate representative to the Council (with the Commonwealth of Massachusetts appointing 2 of each). All representatives and alternates shall serve at the will of their respective member institution. The following governing bodies will make appointments:

- Town representatives, by the Board of Selectmen or Conservation Commission
- Non-profit organizations, by their governing bodies
- State representatives, by the Governor or his/her designee
- Federal representatives, by their respective Regional Director or his/her designee

2: Additional Membership

New members shall be welcomed to the Council by a 2/3 majority of core membership eligible to vote, if the candidate meets the following criteria:

- The candidate organization (or entity) has demonstrated a sustained interest and capacity to support the purposes of the Wild and Scenic River designation
- The participation of the candidate organization (or entity) is likely to enhance the effectiveness of the Council in its efforts to implement the River Conservation Plan

New members shall be considered non-core members according to the River Conservation Plan. They are not entitled to vote on revisions or amendments to the River Conservation Plan or the Council's by-laws, and can be removed according to the procedures in Article 3 (4), below.

3: Responsibilities

All representatives (or in their absence, their alternates) will carry out the responsibilities spelled out in the River Conservation Plan ("Responsibilities"). Members are, at a minimum, expected to:

- Attend RSC meetings (see "Absences," below)
- Respond to email and other communication of the Council, especially where involving a vote
- Participate actively in Council deliberations

- Keep their governing body informed of the Council's work and serve as liaison on information that could impact the Wild and Scenic River and the implementation of the River Conservation Plan.
- Serve as liaison to their constituency

4: Removal of Non-Core Member

Any member of the Council not included among the core voting membership may be removed from membership by 2/3 majority vote of the core membership eligible to vote provided that 30 days written notice, including the reasons for such proposed action, has been provided to all existing core Council members, and provided that the non-core member in question has had the opportunity to address said reasons at a regular meeting of the Council. In all other aspects, the vote shall be taken according to the voting procedures in Article 6.

5: Terms of Representatives

All representatives and alternates shall serve three-year terms, with no limit on the number of terms that may be served, except as may be specified by the member institution. At the expiration of each term, each member entity of the Council shall reappoint its representative and alternate in accordance with the River Conservation Plan's requirements. If a representative or alternate resigns or for any other reason no longer serves before the expiration of his or her three-year term, a replacement representative or alternate shall be selected by the member entity as soon as practicable. In all cases, vacancies shall be filled as soon as possible with another representative from the same municipality, non-profit organization, or government entity.

The three-year term of the first slate of representatives and alternates shall be deemed to expire three years after appointment, in the month in which they were originally appointed. The three-year term of any replacement representative or alternate following the early resignation or failure to serve of the replacement's predecessor shall expire in the third year of the replacement's representation on the Council.

6: Absences

In the event that a voting member entity (representative and/or alternate) is not represented at four (4) or more consecutive meetings, the Chair will contact the

representative and/or appointing agency to seek resolution. If not resolved, the Chair may then bring a recommendation for termination to the RSC. This recommendation must be approved by a two-thirds majority vote of the core members of the Council. No representative or alternate may be recommended for termination of membership without just cause.

Article 4

Officers and Duties

1: Officers

Officers of the Council shall consist of a Chair, Vice Chair, Treasurer, and Secretary. Representatives and alternates may serve as officers of the Council, provided that no two representatives and/or alternates of a single member serve simultaneously as officers. The Chair will be elected by the Council from among its appointed town or state members.

2: Elections

The term of office for all officers shall be two years. Elections shall take place annually or bi-annually, as necessary, in May. The Chair may hold a single office for a maximum of two consecutive terms. Other officers may be re-elected for additional successive two-year terms.

If an officer resigns or for any other reason no longer serves before that officer's two-year term expires, a replacement officer shall be elected by the Council members as soon as practicable, and that officer shall serve out the remainder of the original officer's term.

3: Duties

Chair: shall work with National Park Service ("NPS") staff and other officers to determine meeting agendas and preside over RSC meetings. In addition the following duties may be shared with the NPS staff as appropriate: represent the Council as required before local, state, and federal governments and public and private agencies in carrying out Council duties; act as Council spokesperson and point of contact in the public

domain; implement decisions of the Council regarding expenditure of funds; and fulfill responsibilities and conduct business in accordance with Council by-laws.

Vice Chair: shall assist the Chair in duties as agreed; serve in the absence of the Chair in all duties listed above; and consider the potential to move up to the role of Chair in future years.

Treasurer: shall submit a treasurer's report to the Council at least quarterly that reflects the true state of the Council's accounts and annual budget. The Treasurer shall coordinate with the NPS or the Council's fiscal agent, if one has been appointed, to ensure the accuracy, completeness, and timeliness of the information.

Secretary: shall record and disseminate accurate minutes of the Council meetings. In addition the following duties may be shared with the NPS staff as appropriate: ensure the maintenance of an historical file of Council membership (roster of representatives), meeting minutes, and maintaining a copy of the current by-laws and River Conservation Plan.

Article 5

Meetings

1: Meetings

The Council shall meet as often as it considers necessary to transact the business of the Council, holding at least eight meetings per year. These meetings shall be open to the public. Meetings may be called by the Chair, or the Vice Chair at the request of the Chair, in consultation with the NPS staff. Notice of the date, time, place, and purpose of the meeting shall be given to all members and alternates at least 48 hours in advance of each meeting. Meetings may be held in person, by conference call, by video conferencing, or by any combination thereof at the discretion of the Chair or Vice Chair.

2: Quorum

A quorum for any election or for the consideration of any question shall consist of a majority of members of the Council who are eligible to vote, with one vote per member entity (and two votes for the State, which has two member representatives) whether by representative or alternate. If the representative and alternate disagree, the representative's vote prevails.

3: Cancellation, Postponement and Continuation

Notice of additional meetings of the Council will be provided not less than 48 hours in advance. Notice of postponements or cancellations will be made as early as possible through, but not limited to, email or telephone or some other effective and generally available communication option.

Any meeting of the Council may be adjourned to a fixed date, time, and place by majority vote of the voting members present in order to continue the business of that meeting. An adjourned meeting may be conducted in accordance with such vote without the need to publish or otherwise provide advance notice of such adjourned meeting, though the RSC will strive to make the meeting know if time and resources permit.

4: Executive Session

In the event that an issue of a confidential nature comes before the Council, an Executive Session may be called. Specific purposes of an Executive Session may include, but are not limited to, personnel matters, land negotiations, and legal issues. In order for an Executive Session to be called, a 2/3-majority vote of voting members present (provided a quorum has been obtained) is required; all non-council attendees present shall leave the meeting, unless specifically requested to remain by the Council. The proceedings of an Executive Session shall comply with MGL Chapter 39, Section 23B.

Article 6

Voting Procedures

1: There shall be a single vote cast by each member entity eligible to vote.

While alternates will be encouraged to attend meetings and participate actively on the Council, each organization will be limited to one vote per representative (with two votes for the State of MA) on any matter requiring a formal decision by the Council.

2: Voting Procedures Related to the River Conservation Plan

A unanimous vote of all existing core voting members is required to amend any substantive aspect of the Plan; however, the Council has no authority to alter the Safeguards listed in Section I of the Plan. Non-core members cannot vote on changes to the plan, as noted above.

3: When a formal vote is requested by any single member on any other decision, recommendation, or action to be made or taken by the Council, a two-thirds majority of members present (provided a quorum has been reached) is required. All other decisions, recommendations, and actions that do not require a vote may be made by consensus.

4: Methods of Voting

- A. Votes may be taken by a showing of hands or voice votes at any meeting. If a quorum is not present at a meeting when a vote is required, a follow-up vote may be taken by e-mail, provided that: 1) all members and alternates are given 2 business days advance notice of the subject matter of the vote and need for an e-mail vote; and 2) all voting members and alternates either have e-mail access for such vote or are provided with an adequate substitute voting method.
- B. Action may be taken without a meeting if all voting members consent to the action in writing, fax, email, or conference call. Such approval requires an affirmative vote by 2/3 of all eligible voting members.
- C. A member vote may be cast by means of a signed proxy exercised by another member of the Committee, but any member so voting shall not be considered present for the purposes of establishing a quorum.

The form for a member voting by proxy is as follows:

I, _____, hereby appoint _____
as proxy to vote in my behalf on all matters that may come before the _____
meeting of the SuAsCo Wild & Scenic River Stewardship Council.

Signed (Name) _____

Proxy (Name) _____

Date: _____

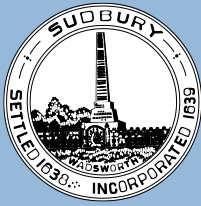
5: Conflict of Interest

Any potential conflict of interest on the part of any member or representative of the RSC shall be disclosed to the Council and made a matter of record when the interest involves a specific issue before the Council. If a member or representative does not voluntarily disclose a conflict or is unsure whether a conflict exists, but a disinterested member raises a conflict, it will be determined by a 2/3 majority vote of eligible voting members whether a conflict exists. If a conflict exists, the representative must abstain from voting on all matters relating to the conflict status. The minutes of the meeting shall reflect the disclosure of conflict, determination if a conflict exists, the abstention from voting, and the actual vote upon the issue itself. Every new member of the Council will be advised of this policy upon joining the Council.

Article 7

Amendments

These by-laws may be amended or repealed at any time by a vote of core members in accordance with the decision-making procedures established by the Plan and these by-laws. Such action may only be taken after a 60-day review period of the proposed amendments by all core members.



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

CONSENT CALENDAR ITEM**20: Appointments to Fairbank Task Force - mission statement requirement**REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to appoint Kayla McNamara, Director of the Park & Recreation Department, and Debra Galloway, Director of the Council on Aging, as Ex-Officio Members to the Fairbank Community Center Task Force for terms to expire May 31, 2017.

Recommendations/Suggested Motion/Vote: Vote to appoint Kayla McNamara, Director of the Park & Recreation Department, and Debra Galloway, Director of the Council on Aging, as Ex-Officio Members to the Fairbank Community Center Task Force for terms to expire May 31, 2017.

Background Information:

Updated mission statement requires appointment of Director of the Park & Recreation Department and Director of the Council on Aging to the Fairbank Community Center Task Force.

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
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

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

Amended July 26, 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, the Council on Aging, and the Sudbury Public Schools Administration. 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, 2017. 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. Up to two members of the Board of Selectmen
2. Up to two members of the Finance Committee
3. Two members of the Park and Recreation Commission
4. Two members of the Council on Aging
5. Two members of the Sudbury Public School Committee
6. Up to two members of the Permanent Building Committee
7. The Combined Facilities Director as Ex-Officio
8. Up to three non-committee citizen members
9. Director of the Park and Recreation Department as Ex-Officio
10. Director of the Council on Aging as Ex-Officio

dealing with the current and future use and space needs at the Fairbank Community Center and will 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?

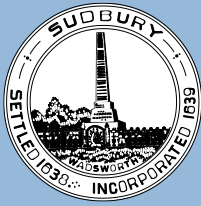
These questions are starting points in the overall goal of developing a report for the Board of Selectmen and the community on the future plans and needs desired at the Community Center. The committee will be act in an advisory role to the Permanent Building Committee during the procurement process for 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, August 16, 2016

CONSENT CALENDAR ITEM**21: Bullfinch's Sunday Entertainment License 2016**REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to renew the current Sunday Entertainment License for Bullfinch's, Inc., d/b/a Bullfinch's Restaurant, 730 Boston Post Road, for a live jazz trio from 11:00 a.m. to 2:00 p.m. for the period of September 1, 2016 to August 31, 2017.

Recommendations/Suggested Motion/Vote: Vote to renew the current Sunday Entertainment License for Bullfinch's, Inc., d/b/a Bullfinch's Restaurant, 730 Boston Post Road, for a live jazz trio from 11:00 a.m. to 2:00 p.m. for the period of September 1, 2016 to August 31, 2017.

Background Information:
attached

Financial impact expected:\$250 license fee

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM

State Fee, \$ \$100
Municipal Fee, \$ \$250

THE COMMONWEALTH OF MASSACHUSETTS
Town Sudbury OF Sudbury



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Bullfinch's, Inc. d/b/a Bullfinch's, T. Scott Richardson, Manager in or on the property at No. 730 Boston Post Road, Sudbury, MA 01776 (address)

The Licensee or Authorized representative, [Signature] in accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
9/1/16-	11AM-2PM	Live Jazz Trio
8/31/17		

Hon. Sudbury Mayor/ Chairman of Board of Selectman, (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm - Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm - Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, upon the understanding that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

FORM 90

(Revised 2015)

CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that
Bullfinchs, inc. has/have complied with all laws
of the Commonwealth of Massachusetts relating to taxes, reporting of employees and
contractors, and withholding and remitting child support.


Social Security Number, or
Federal Identification Number

Bullfinchs, inc.

Signature of Individual, or
Corporation Name

Date

7/22/16

By:



Corporate Officer & Title (if applicable)

AFFIX CORPORATE SEAL



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/22/2016

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

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

PRODUCER Insurance Marketing Agencies, Inc. 306 Main Street Worcester MA 01608	CONTACT NAME: Jody Champlin PHONE (A/C, No., Ext): 508-753-7233 E-MAIL ADDRESS: certificate@imaagency.com FAX (A/C, No.): 508-754-0487														
INSURED BULLF Bullfinch's, Inc. D/B/A Bullfinch's Restaurant 730 Boston Post Road Sudbury MA 01776	<table border="1"> <tr> <th data-bbox="852 451 1453 472">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1453 451 1589 472">NAIC #</th> </tr> <tr> <td data-bbox="852 472 1453 504">INSURER A: Technology Insurance Company</td> <td data-bbox="1453 472 1589 504">42376</td> </tr> <tr> <td data-bbox="852 504 1453 535">INSURER B:</td> <td data-bbox="1453 504 1589 535"></td> </tr> <tr> <td data-bbox="852 535 1453 567">INSURER C:</td> <td data-bbox="1453 535 1589 567"></td> </tr> <tr> <td data-bbox="852 567 1453 598">INSURER D:</td> <td data-bbox="1453 567 1589 598"></td> </tr> <tr> <td data-bbox="852 598 1453 630">INSURER E:</td> <td data-bbox="1453 598 1589 630"></td> </tr> <tr> <td data-bbox="852 630 1453 653">INSURER F:</td> <td data-bbox="1453 630 1589 653"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Technology Insurance Company	42376	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 628070144

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TWC3566010	8/1/2016	8/1/2017	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

 Restaurant
 Evidence of Workers Compensation Insurance - To Renew Liquor License

CERTIFICATE HOLDER

CANCELLATION

 Town of Sudbury
 Selectman's Office-Flynn Bldg
 278 Old Sudbury Road
 Sudbury MA 01776

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

AUTHORIZED REPRESENTATIVE

Bullfinch's Sunday Live Entertainment Department Feedback
September 2016 – August 2017

Fire Department Approval:

From: Whalen, John
Sent: Monday, July 25, 2016 2:34 PM
Subject: RE: Bullfinch's Sunday Entertainment License

Hello Leila,

The Fire Department has **NO ISSUES** with the renewal of this license.

John M. Whalen
Assistant Fire Chief
Sudbury Fire Dept.

Building Department Approval:

From: Herweck, Mark
Sent: Tuesday, July 26, 2016 7:24 AM
Subject: RE: Bullfinch's Sunday Entertainment License

Hi Leila; We have no issues with Bullfinch's and my department **APPROVES** renewal.

Thank You
Mark

Police Department Approval:

From: Nix, Scott
Sent: Monday, August 01, 2016 7:45 AM
Subject: RE: Bullfinch's Sunday Entertainment License

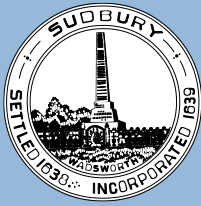
Leila,

For the Board's information the police department had no reports of a disturbance during the past year at Bullfinch's. We **DO NOT HAVE AN ISSUE** with the renewal.

Respectfully,

Scott Nix
Chief of Police

Attachment 21.b: Bullfinch's Sunday Ent 2016 Approvals (1927 : Bullfinch's Sunday Entertainment License 2016)



SUDBURY BOARD OF SELECTMEN

Tuesday, August 16, 2016

CONSENT CALENDAR ITEM**22: Contract extension with Ciccolo Group LLC**REQUESTOR SECTION

Date of request:

Requestor: Melissa Murphy-Rodrigues

Formal Title: Vote to allow the Town Manager to sign a contract extension with Ciccolo Group LLC for planning consultant services. The contract would encompass expanded contracted planning services including the interim planner.

Recommendations/Suggested Motion/Vote: Vote to allow the Town Manager to sign a contract *extension* with Ciccolo Group LLC for planning consultant services. The contract would encompass *expanded* contracted planning services including the interim planner.

Background Information:
see 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
Susan N. Iuliano	Pending
Board of Selectmen	Pending

08/16/2016 7:30 PM



MEMO

TO: Melissa Murphy-Rodrigues
 FROM: Michelle Ciccolo
 DATE: 08/02/2016
 RE: Ciccolo Group Contract for Interim Planning & Planning Services

I'm following up on several pieces of correspondence and phone conversations we have had relative to the Interim Planning Services and Planning Assistance contract with the Ciccolo Group (TCG) and the Town of Sudbury. On May 27, 2016, we provided you with estimated hours relative to two tasks – 1) the continuation of our Planning & Community Development Assistance and 2) Interim Planning Services. From that Scope of Work, you asked the Board of Selectmen to authorize an additional contract with TCG in the amount of \$37,000.00. This amount was in addition to the original contract of \$10,000.00 and brought the total amount of authorized billable work up to \$47,000.00.

That second authorization provided for Glenn Garber's services under the assumption that he would only be working part time. As you know, Glenn has had to work more than 40 hours per week just to keep up with the present Planning and Community Development Department's permitting obligations. We've looked at Glenn's hours and our contracted services through the end of July and see, as anticipated, the hours approved for his services have been basically exhausted. (See attached summary.) Per your request, here is what we anticipate will be needed to maintain the level of services required to keep the Planning and Community Development Department operational until the new Director is on board, trained, and ready to operate independently.

Assumptions & Estimates for the Upcoming 2-4 Months.

- Glenn Garber will continue to work for 6-8* more weeks at up to 45 hours per week = \$25,650.00
 - TCG will assist Glenn 10 hours[†] per week for 4 weeks (at the \$85.00/hr rate) = \$ 3,400.00
 - TCG will continue its ongoing Planning Assistance (for BFRT and other projects) for another 4 months at the average monthly billing of \$2,500.00/month = \$10,000.00
- | | |
|-----------------------------------|--------------------|
| Total Anticipated Work Remaining: | \$39,050.00 |
|-----------------------------------|--------------------|

*It's possible that Glenn's hours will be able to taper off to fewer than 45 hours per week once the new person starts. Nonetheless, you may also wish to keep Glenn on for 8-10 weeks which is why we budgeted 45 hrs/wk for 6 weeks.

†It's possible Glenn will not need 10 hours a week of help from TCG in researching and writing the ZBA decision on Sudbury Station. However, that project is anticipating a major revision which will be time-intensive for staff. Thus, we budgeted cautiously, attempting to assume the worse-case scenario.

We have kept all of the TCG labor rates and reimbursable expenses the same; however, there is only \$10,303.37 remaining un-invoiced on the prior two approvals. Thus, in total, we request that you authorize a contract extension in the amount of **\$29,000.00.**

Feel free to call to discuss further.



Sudbury Billing Summary				
Date	Inv#	TCG	Glenn (Interim Plan)	Total
Jan-March	1014	\$ 3,009.14	\$ -	\$ 3,009.14
April	1016	\$ 2,085.06	\$ -	\$ 2,085.06
May	1020	\$ 3,373.31	\$ -	\$ 3,373.31
June	1022	\$ 2,889.34	\$ 6,602.50	\$ 9,491.84
July	1025	\$ 1,067.28	\$ 17,670.00	\$ 18,737.28
Total		\$ 12,424.13	\$ 24,272.50	\$ 36,696.63
Sudbury Contracts				
	Date	TCG	Glenn (Interim Plan)	Total
Contract 1	1/21/2016	\$ 10,000.00	\$ -	\$ 10,000.00
Contract 2	6/7/2016	\$ 15,000.00	\$ 22,000.00	\$ 37,000.00
Total		\$ 25,000.00	\$ 22,000.00	\$ 47,000.00