

SUDBURY BOARD OF SELECTMEN  
TUESDAY NOVEMBER 15, 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
<b>PUBLIC HEARING</b>			
1.		<i>VOTE</i>	Tax Classification Hearing - In accordance with General Laws Ch. 40, sec. 56, as amended, to determine the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2017 tax rate. In attendance will be the Board of Assessors (Joshua M. Fox, Esq. Chairman, Trevor A. Haydon; Liam J. Vesely), Cynthia Gerry, Director of Assessing, and Harald Scheid Principal Regional Assessor.
<b>MISCELLANEOUS</b>			
2.		<i>VOTE</i>	Interview candidate Robert Schless, 43 Mary Catherine Lane, for appointment to the Bruce Freeman Rail Trail Task Force. Following interview, vote whether to approve this appointment for a term ending 5/31/17.
3.		<i>VOTE</i>	Interview Zoning Board of Appeals Associate Member, John D. Riordan, 12 Pendleton Road, for appointment as a full member of the Board, as recommended by the ZBA. Following interview, vote whether to appoint him as a full member for a term ending 5/31/19, as occasioned by the resignation of Nicholas B. Palmer. Also, vote to accept the resignation of Nicholas B. Palmer, 132 Pratts Mill Road, and send a letter of thanks for his service to the Town.
4.		<i>VOTE</i>	Discussion regarding appointment to the Conservation Commission. Following discussion, vote whether to approve the Town Manager appointment of Kathleen (Kasey) Rogers, 3 Stonebrook Road, to the Conservation Commission for a term ending 5/31/19. Ms. Rogers to attend.
5.		<i>VOTE</i>	Discussion and vote on whether an override budget, if brought to the May Annual Town Meeting, will be placed as a ballot question

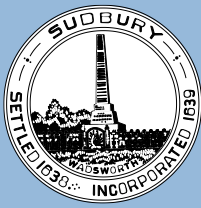
*These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
			on the March Town Election Warrant, or whether a Special Town Election would be scheduled after the May Town Meeting.
6.		<i>VOTE</i>	Discussion and vote on whether to renew the Frost Farm house agreement.
7.		<i>VOTE</i>	Vote to release the June 2015 opinion of Town Counsel regarding responsibility for management of the Goodnow Library. Discussion with the Town Manager regarding the delineation of management responsibility over the Library between the Town Manager and the Library Board of Trustees, and possible vote on next steps.
8.		<i>VOTE</i>	Discussion and vote on whether to call a Special Town Meeting to consider the Town of Belmont's request to withdraw from the Minuteman Regional Vocational Technical School district.
9.			Citizen's Comments (Cont)
10.			Discuss future agenda items
<b>CONSENT CALENDAR</b>			
11.		<i>VOTE</i>	Vote to approve a contract to be awarded by the Town Manager for Dog/Animal Control Services as an independent contractor upon evaluation of proposals submitted; said contract to be awarded to Boardmans Animal Control, Inc., Jennifer A. Condon, Owner, and further, to appoint said contractor as Dog/Animal Control Officer for the Town of Sudbury.
12.		<i>VOTE / SIGN</i>	Vote to authorize the chairman to execute a letter requesting data from GIC to use in processing employees' W-2 forms, as requested by Christine Nihan, Town Accountant.
13.		<i>VOTE</i>	Vote to approve the Town Manager appointment of Jan Costa, 91 Willard Grant Road, to the Historical Commission, for a term to expire 5/31/17, filling the vacancy occasioned by the resignation of Diana P. Cebra, 20 Metacomet Way. Also vote to accept the resignation of Diana Cebra effective 11/1/16, and to send a letter of thanks for her service to the Town.
14.		<i>VOTE</i>	Vote to appoint Charles Russo, 30 Juniper Road, Conservation Commission member, and Daniel E. Carty, 15 Stonebrook Road, Planning Board Member, to the Bruce Freeman Rail Trail Task Force, both for terms to expire 5/31/17.
15.		<i>VOTE</i>	Vote to approve award of bid by the Town Manager for the restoration and conservation of a selection of gravestones/monuments at the Wadsworth Cemetery to Gravestone Services of New England, LLC, Kai Nalenz, President, in the amount of \$56,000, upon the recommendation of the Historical Commission.
16.		<i>VOTE / SIGN</i>	Vote to approve and signify such approval of a Conservation Restriction granted under M.G.L. c.40 §8C by James V. Rao and Doreen S. Rao, on a 36,708.59 s.f. portion of a 1.391 a. parcel (Lot 2) known as 36 Willis Road, shown as "Conservation Restriction" on a plan entitled "Plan of Land Showing Conservation Restriction in Sudbury, MA" prepared by Thomas Dipersio, Jr. & Associates, Inc., dated November 18, 2015.

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

<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
17.		<i>VOTE / SIGN</i>	Vote to adopt the Order of Taking for Trevor Way as presented and as shown on a plan entitled: "Roadway Acceptance Plan of Trevor Way in Sudbury, MA", dated March 14, 2016, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, as voted by the October 17, 2016 Special Town Meeting under Article 1, and to award no damages therefor; and further, to authorize the Chair to execute all letters and notices or such other correspondence related thereto.
18.		<i>VOTE / SIGN</i>	Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 3 of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORM WATER MANAGEMENT SYSTEM" granted by BPR DEVELOPMENT LLC, a Delaware limited liability company with a usual place of business c/o National Development, 2310 Washington Street, Newton Lower Falls, Massachusetts 02462, for stormwater system maintenance purposes upon the property shown as Lot 1 on a plan of land entitled "Subdivision Plan of Land in Sudbury, Massachusetts", prepared by VHB, Inc., dated May 6, 2016, and recorded in the Middlesex South District Registry of Deeds (the "Registry") as Plan No. 1005 of 2016.
19.		<i>VOTE</i>	Vote to approve the regular session minutes of 11/1/16.

*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, November 15, 2016

**PUBLIC HEARING**

**1: Tax Classification Hearing**

REQUESTOR SECTION

Date of request:

Requestor: Cynthia Gerry, Director of Assessing

Formal Title: Tax Classification Hearing - In accordance with General Laws Ch. 40, sec. 56, as amended, to determine the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2017 tax rate. In attendance will be the Board of Assessors (Joshua M. Fox, Esq. Chairman, Trevor A. Haydon; Liam J. Vesely), Cynthia Gerry, Director of Assessing, and Harald Scheid Principal Regional Assessor.

Recommendations/Suggested Motion/Vote: Tax Classification Hearing - In accordance with General Laws Ch. 40, sec. 56, as amended, to determine the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2017 tax rate. *In attendance will be the Board of Assessors (Joshua M. Fox, Esq. Chairman, Trevor A. Haydon; Liam J. Vesely), Cynthia Gerry, Director of Assessing, and Harald Scheid Principal Regional Assessor.*

Background Information:

Harald Scheid will be presenting the tax shift portion of the meeting and Joshua Fox will be presenting the exemption portion of the meeting.

**Board of Assessors documentation not ready at time of agenda packet assembly - will be provided on Monday 11/14/16.**

Financial impact expected:

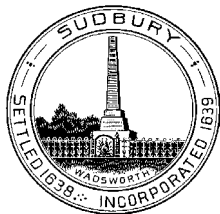
Approximate agenda time requested: 45 minutes

Representative(s) expected to attend meeting: Cynthia Gerry, Board of Assessors, and Harald Scheid

Review:

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

11/15/2016 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](mailto:selectmen@sudbury.ma.us)

**TOWN OF SUDBURY  
PUBLIC HEARING  
ATTENTION: TAXPAYERS**

In accordance with General Laws Ch. 40, sec. 56, as amended, the Sudbury Board of Selectmen will hold a public hearing on Tuesday, November 15, 2016, at 7:45 p.m. in the Lower Town Hall, 322 Concord Road, Sudbury, to determine what percentage of the local tax levy will be borne by each class of real and personal property relative to setting the Fiscal Year 2017 tax rate.

The first policy decision of the Board of Selectmen will be to determine the Residential Factor, which means the percentage of the tax levy to be borne by residential property. The Residential Factor determines how different tax rates for residential, commercial and industrial properties will be established. A Residential Factor of 1 means that the local tax rate will be a single rate uniformly applied to all properties. The other options to be considered are whether or not to allow a residential property exemption, a small commercial exemption, or an open space exemption in addition to the above. There will also be some discussion regarding Sudbury's new senior residential tax exemption with respect to the program's estimated total cost and impact on the residential tax rate for Fiscal Year 2017.

At this public hearing, the Board of Assessors will provide all information and data relevant to helping the Selectmen make a determination of a single or multiple tax rate and the fiscal effect of the available alternatives to taxpayers. Taxpayers may present oral or written information on their views prior to or at the public hearing.

**SUDBURY BOARD OF SELECTMEN**

Susan N. Iuliano, Chairman  
Charles C. Woodard, Vice-Chairman  
Patricia A. Brown  
Robert C. Haarde  
Leonard A. Simon

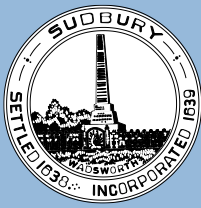
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By: Melissa Murphy-Rodrigues, Esq., Town Manager  
10/27/16

cc: Board of Assessors  
Finance Director  
Town Accountant  
Chamber of Commerce  
Finance Committee  
Council on Aging Director  
Assistant Town Manager  
Town Clerk

**Publication:** *Sudbury Town Crier* 11/3, 11/10

Attachment1.a: TAX CLASSIFICATION HRG 2016 (2036 : Tax Classification Hearing)



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**MISCELLANEOUS (UNTIMED)**

**2: Bruce Freeman Rail Trail Task Force Candidate for Appointment**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Interview candidate Robert Schless, 43 Mary Catherine Lane, for appointment to the Bruce Freeman Rail Trail Task Force. Following interview, vote whether to approve this appointment for a term ending 5/31/17.

Recommendations/Suggested Motion/Vote: Interview candidate Robert Schless, 43 Mary Catherine Lane, for appointment to the Bruce Freeman Rail Trail Task Force. Following interview, vote whether to approve this appointment for a term ending 5/31/17.

Background Information:

*Application attached*

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

11/15/2016 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: RAIL TRAIL DESIGN TASK FORCE

Name: ROBERT Schless

Address: 43 Mary Catherine Ln Email Address: \_\_\_\_\_

Home phone: 978 501 0574 Work or Cell phone: \_\_\_\_\_

Years lived in Sudbury: 29

Brief resume of background and pertinent experience:  
STRONG ENVIRONMENTALIST, ROAD AND MOUNTAIN BIKER, OUTDOORS MAN

Municipal experience (if applicable):  
NONE

Educational background:  
BS - BUSINESS, MS COMPUTER SCIENCE, POST GRAD. MIT EXTEN

Reason for your interest in serving:  
STRONG INTEREST IN DESIGNING A SUSTAINABLE, SAFE TRAIL THAT WILL SERVE THE COMMUNITY AND LINK US TO OTHER TRAILS. B

Times when you would be available (days, evenings, weekends): THAT MORE BIKES ON TRAILS AND  
ROADS MEANS FEWER CYCLING D

retired - NOT available month of March.  
Do you or any member of your family have any business dealings with the Town? If yes, please explain:  
NO

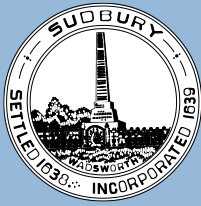
RS (Initial here that you have read, understand and agree to the following statement)

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

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

Signature [Signature] Date 10/12/16

Attachment2.a: BFRT app (2080 : Bruce Freeman Rail Trail Task Force Candidate for Appointment)



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**MISCELLANEOUS (UNTIMED)**

**3: Interview ZBA candidate**

REQUESTOR SECTION

Date of request:

Requestor: Zoning Board of Appeals

Formal Title: Interview Zoning Board of Appeals Associate Member, John D. Riordan, 12 Pendleton Road, for appointment as a full member of the Board, as recommended by the ZBA. Following interview, vote whether to appoint him as a full member for a term ending 5/31/19, as occasioned by the resignation of Nicholas B. Palmer. Also, vote to accept the resignation of Nicholas B. Palmer, 132 Pratts Mill Road, and send a letter of thanks for his service to the Town.

Recommendations/Suggested Motion/Vote: Interview Zoning Board of Appeals Associate Member, John D. Riordan, 12 Pendleton Road, for appointment as a full member of the Board, as recommended by the ZBA. Following interview, vote whether to appoint him as a full member for a term ending 5/31/19, as occasioned by the resignation of Nicholas B. Palmer. Also, vote to accept the resignation of Nicholas B. Palmer, 132 Pratts Mill Road, and send a letter of thanks for his service to the Town.

Background Information:  
attached documents

Financial impact expected:

Approximate agenda time requested: 10 minutes

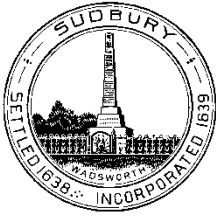
Representative(s) expected to attend meeting:

Review:

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

11/15/2016 7:30 PM





# Town of Sudbury

## Board of Appeals

appeals@sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776  
978-639-3389  
Fax: 978-443-0756

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

3.a

To: Board of Selectman  
FROM: Board of Appeals  
DATE: October 25, 2016  
RE: Recommendation to Appoint John Riordan

On October 11, 2016, the Zoning Board of Appeals received correspondence regarding the resignation of member Nicholas Palmer due to his impending move to Hudson, MA. At the October 24, 2016 Board of Appeals meeting the Board voted unanimously to recommend the appointment of alternate John Riordan to full member. He has served the Board well in his limited role, voting when applicable as well as lending his compassionate and empathetic perspective to several cases.

The Zoning Board of Appeals recommends the appointment of John Riordan to serve as a member for a five-year term.

Attachment3.a: Recommendation to appoint J.Riordan\_10-15-16 (2075 : Interview ZBA candidate)

October 31, 2016

Sudbury Board of Selectmen  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

Dear Selectmen,

It is with regret that I am writing to inform you of my decision to resign my position on the Zoning Board of Appeals, effective immediately.

My wife and I are in the process of moving to Hudson and can no longer fulfill the requirements of my position on the Board. I have enjoyed serving on the Board and being a part of several important cases during my time.

If I can be of any assistance during the time it will take to fill the position, please don't hesitate to ask.

Best Regards,



Nicholas B. Palmer

John D. Riordan  
12 Pendleton Road  
Sudbury Massachusetts 01776

October 24, 2016

Zoning Board of Appeals  
Town of Sudbury  
Flynn Building  
278 Old Sudbury Road  
Sudbury, Massachusetts 01776

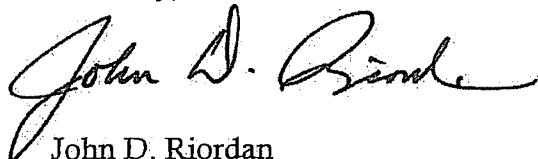
Re: Membership on Zoning Board of Appeals

Dear Members of the Zoning Board of Appeals:

The purpose of this communication is to express my interest in serving as a Member of the Zoning Board of Appeals if and when the next vacancy on the Board arises. I have served as an Associate Member of the Board, and a Member of the Earth Removal Board, since 2014 and have attended nearly every Board meeting since my appointment.

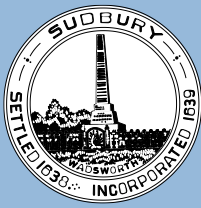
Thanking you for your thoughtful consideration of this request, and with all good wishes, I am

Sincerely,

  
John D. Riordan

RECEIVED  
OCT 24 2016

BY: .....



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**MISCELLANEOUS (UNTIMED)**

**4: Town Manager appointment to Conservation Commission**

REQUESTOR SECTION

Date of request:

Requestor: Melissa Murphy-Rodrigues

Formal Title: Discussion regarding appointment to the Conservation Commission. Following discussion, vote whether to approve the Town Manager appointment of Kathleen (Kasey) Rogers, 3 Stonebrook Road, to the Conservation Commission for a term ending 5/31/19. Ms. Rogers to attend.

Recommendations/Suggested Motion/Vote: Discussion regarding appointment to the Conservation Commission. Following discussion, vote whether to approve the Town Manager appointment of Kathleen (Kasey) Rogers, 3 Stonebrook Road, to the Conservation Commission for a term ending 5/31/19. Ms. Rogers to attend.

Background Information:  
attached application

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

11/15/2016 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: Conservation Commission

Name: Kathleen (Kasey) Rogers  
Address: 3 Stonebrook Rd. Sudbury Email Address: \_\_\_\_\_  
Home phone: 508-843-0119 Work or Cell phone: \_\_\_\_\_

Years lived in Sudbury: 3

Brief resume of background and pertinent experience:  
I currently work at Bio-Rad Laboratories as a cell biology specialist-training scientists and selling capital equipment to research and pharmaceutical institutions. I also have a strong background in marine and environmental science. I interned with a country health department in their water quality division and although many years ago, developed an understanding for the impact of septic systems on public health. In many of my experiences, I have needed to evaluate existing regulations and apply them to current work situations to ensure compliance, so I am well versed in balancing the achievement of projects while ensuring it is done to the highest legal standards.

Municipal experience (if applicable):  
None, other than participating in town meetings

Educational background:  
BS Environmental Health, Indiana University of Pennsylvania, MS Marine Science (Pathobiology Focus), College of William and Mary, Ph.D. Immunology Colorado State University, Post-Doctoral Fellow Gut Pathobiology, Tufts University School of Medicine

Reason for your interest in serving:  
We moved to Sudbury because of the town's focus on open space, access to two national wildlife refuges and a commitment to balancing growth with preservation of critical wildlife habitat. Since moving here, the town has had a number of challenging proposals and I strongly believe my work and educational experiences as well as my ability to listen and develop solutions to complex problems would be an asset.

Times when you would be available (days, evenings, weekends):  
Some days—work schedule is a little flexible, evenings and weekends are generally not a problem

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

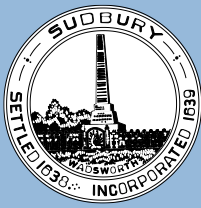
KAR (Initial here that you have read, understand and agree to the following statement)

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 Kathleen (Kasey) Rogers Date 8/25/2016

Attachment4.a: Rogers\_Kathleen\_ConComm (2058 : Town Manager appointment to Conservation Commission)



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**MISCELLANEOUS (UNTIMED)**

**5: Budget discussion**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote on whether an override budget, if brought to the May Annual Town Meeting, will be placed as a ballot question on the March Town Election Warrant, or whether a Special Town Election would be scheduled after the May Town Meeting.

Recommendations/Suggested Motion/Vote: Discussion and vote on whether an override budget, if brought to the May Annual Town Meeting, will be placed as a ballot question on the March Town Election Warrant, or whether a Special Town Election would be scheduled after the May Town Meeting.

Background Information:  
attached draft budget calendar and BOS meeting calendar for 2017.

Financial impact expected:see attached

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

11/15/2016 7:30 PM

DRAFT  
Preliminary Budget Hearings Calendar

December 30 – Budgets due to Finance Director and Budget Reconciliation spreadsheets to Chair of the Finance Committee

January

1/5 – Budget Books are available

1/6 – FinCom Multiyear Data Comparison spreadsheets due to Finance Committee Chair

**Monday 1/9 and Tuesday 1/10** – 1<sup>st</sup> Budget Hearing with cost centers

Week of 1/9 or 1/16 – Finance Committee meeting to prep for joint meeting

**Monday 1/23** – Joint Finance Committee/BSTF joint meeting

Week of 1/23 – Cost centers' review any recommendations from 1/23 joint meeting

**Monday 1/30** – Finance Committee meeting (receive feedback from cost centers)

February

Friday 2/3 – Budget updates due to Finance Director and Finance Committee Chair

**Monday 2/6** – 2<sup>nd</sup> Budget Hearing with all three cost centers

**Monday 2/13** – Finance Committee vote on budget if warrant article for Town Elections needed;  
Otherwise joint FinCom/BSTF meeting, if needed

Tuesday, 2/14 – FinCom report recommendations; BoS vote on wording of warrant article for  
Town Elections, if needed

**Monday 2/27** – Alternative deadline for Finance Committee vote on budget

**Tuesday 2/28** – Alternative date for Finance Committee to report recommendations to BoS (also  
jointly hear CPC articles potentially)

March

**Monday 3/6** – Joint meeting with BoS to hear Capital recommendations and articles

**Monday 3/13** – Finance Committee meeting

Friday 3/17 – Finance Committee Warrant section and recommendations due

**TOWN OF SUDBURY**  
**Board of Selectmen Meeting Schedule**

Meetings Commence at 7:30 PM at Town Hall, 322 Concord Rd. (see Town website for updates)

**2017**

Red=LSRHS School Comm Meetings

Yellow=BOS Mtg

Blue=Holiday/other event

JANUARY						
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				

FEBRUARY						
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				

MARCH						
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	

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
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			

JUNE						
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	

JULY						
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					

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				

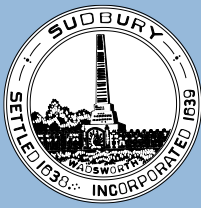
NOVEMBER						
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5	6	7	8	9	10	11
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26	27	28	29	30		

DECEMBER						
S	M	T	W	T	F	S
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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						

- Jan. 1 New Year's Day
- Jan. 2 New Year's Day Observed
- Jan. 16 MLK Day
- Feb. 20 President's Day
- Feb. 21-24 School Vacation
- March 27 Annual Town Election
  
- April 10 (evening) Passover
- April 14 Good Friday
- April 16 Easter
- April 17 Patriot's Day
- April 18-21 School Vacation
- May 1-3 Annual Town Meeting @LSRHS
- May 29 Memorial Day
  
- July 4 Independence Day
- Sept. 4 Labor Day
- Sept. 20 (evening) Rosh Hashanah
- Sept. 29 (evening) Yom Kippur
  
- Oct. 9 Columbus Day
- Nov. 10 Veterans Day Observed
- Nov. 11 Veterans Day
- Nov. 23 Thanksgiving Day
- Dec. 12 (evening) Hannukah
- Dec. 23-Jan. 1 School Vacation
- Dec. 25 Christmas Day

Attachment 5.b: 2017 Selectmen meeting schedule\_final (2081 : Budget discussion)





SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**MISCELLANEOUS (UNTIMED)**

**6: Frost Farm discussion**

REQUESTOR SECTION

Date of request:

Requestor: Chairman Iuliano

Formal Title: Discussion and vote on whether to renew the Frost Farm house agreement.

Recommendations/Suggested Motion/Vote: Discussion and vote on whether to renew the Frost Farm house agreement.

Background Information:  
Attached agreement and amendments.

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

11/15/2016 7:30 PM

## FROST FARM HOUSE AGREEMENT

WHEREAS, the Town of Sudbury has issued a Request for Proposals, dated August 17, 2007, seeking a qualified individual or entity to enter into an agreement to undertake rehabilitation through repairs and renovation of the Town-owned property known as the Frost Farm House, located at 142 North Road, Sudbury; and

WHEREAS, the Town has received a proposal dated September 26, 2007, from William G. Braun (hereinafter "Braun"), setting forth his qualifications, schedule for performance, and details of the proposed rehabilitation; and

WHEREAS, the Town has reviewed Braun's proposal and finds it responsive to the Town's needs and confirms Braun's representation that he is qualified to undertake and perform such rehabilitation and to provide the labor and material at his own expense except where specifically provided otherwise by the terms of this agreement;

WHEREAS, the Town accepts the terms of Braun's proposal with certain exceptions and/or qualifications provided herein and hereinafter set forth;

NOW THEREFORE, the Town and Braun agree as follows:

1. Braun will obtain such licenses and permits, with the Town's consent, that will allow him to initiate the work described in the RFP and Proposal upon execution of this Agreement, without further personal licensure. The Town will not charge for permits or inspection services under its jurisdiction.
2. The Town agrees to remove materials and equipment stored in the garage and Braun is allowed to use the garage for tools, shop equipment and materials necessary for the rehabilitation project. Notwithstanding this allowed use, no parking or other use is allowed in the area in front of the garage doors reserved for public parking.
3. Braun will supply all labor, equipment, and materials required for the rehabilitation.
4. Town will provide equipment and labor for all grading and excavation necessary to complete the project, including removal of trees, soil and concrete as necessary.
5. Town will take responsibility for cartage and disposal of waste from demolition during the course of the project, including the provision of rolloffs. The Town, in its sole discretion will determine the frequency of debris removal.
6. Braun shall be responsible for all fuel, electricity, telephone, and other utilities which are provided or are to be provided to the premises, except that the Town shall be responsible for supplying a full tank of heating oil at the commencement of the project and shall provide additional heating oil as required through May 2008. Town shall be responsible for water supply to the premises.
7. Braun shall be responsible for all maintenance, including furnace repair, and all landscape maintenance and snowplowing. Town shall be responsible for maintenance of the septic system. Braun shall be responsible for personal rubbish removal.

8. Braun shall be required and permitted to make the improvements to the premises described in the proposal in conformance with the requirements of the Town's Building Department.
9. Braun shall be permitted to use the premises for a period of ten (10) years, in accordance with the RFP and Braun's proposal, with an option to extend and use the property subsequent to the initial ten-year rehabilitation period with the Town's approval and in its sole discretion.
10. No later than six months prior to the conclusion of the ten-year rehabilitation period, the Town and Braun shall meet to discuss the transformation of the ten-year rehabilitation agreement to allow Braun to continue to occupy said premises for an additional period, payment for which shall be based upon a 2 ½% increase in the established basis set forth in Braun's proposal in the first year of such additional period and a 2 ½% increase in each of any following years and/or the provision of additional rehabilitation work, if necessary, in the Town's sole discretion.
11. If unforeseen circumstances require Braun to terminate occupancy during the ten-year rehabilitation period or any additional period, Braun shall have the right to lease the Premises for the remainder of that term, subject to approval by the Town of the proposed tenant and the terms of the lease, and subject to Braun acting as the Town's property manager, responsible for completion, by himself, tenants or others, of any remaining work including maintenance and upkeep.
12. In the case of Braun's death or disability during the initial ten-year rehabilitation period, Braun and/or Braun's surviving spouse may be permitted full use of the premises for a period of 5 years from the date of Braun's death or disability, irrespective of the point during the rehabilitation period at which the death or disability occurs on the condition that the Town deems the agreed upon work has been completed or Braun or his spouse performs said work or pays the monthly amounts set forth in the established basis set forth in Braun's proposal. Credit will be given for the work performed and approved as set forth in the approved quarterly reports. Notwithstanding the foregoing, occupation of the premises in accordance with this paragraph shall not be allowed unless the Town, in its sole discretion, determines that the premises may be safely occupied. During any subsequent rehabilitation period, Braun's spouse will be permitted full use of the premises as provided in this section for 3 years following Braun's death or disability upon payment of the amounts set forth or referred to in paragraph 10 above. At the end of any period of allowed use following Braun's death or disability, Braun's spouse will have the option to make payments as set forth in Braun's proposal, and as provided in Paragraph 10, above but subject at all times to the provisions of paragraph 9 above. In the event that the implementation of this paragraph is required, Braun's children, now living shall be allowed to occupy the premises with Braun or his spouse but not otherwise. Notwithstanding the foregoing, Braun's spouse shall be allowed to occupy the premises for the full ten year term if the scheduled work has been completed.
13. In the event that the Town votes to sell the premises within one year after the ten-year rehabilitation period or any subsequent rehabilitation period, Braun shall be granted an option to purchase the property at 90% of its then current market value established by

appraisal to be commissioned and paid for by the Town. If such option is exercised, Braun shall agree to a Preservation Restriction to be placed upon the property, if deemed desirable and/or requested by the Town. This option shall not apply to Braun's heirs or assigns and shall not apply to Braun unless all the rehabilitation set forth in his proposal has been completed.

14. Braun shall indemnify, defend, and save harmless the Town and all of its officers, agents and employees against all costs, damages, suits and claims of liability of every name and nature arising out of the negligence or intentional wrongful act in the performance of the rehabilitation project and shall indemnify the Town for any third-party claim arising out of injuries to others performing services in connection with said rehabilitation project. Further, Braun shall indemnify and hold Sudbury harmless from and against all claims, damages, or loss arising out of any damage to the building or related real property, or to any person (including Braun's relatives, servants, employees, agents, visitors, or others) or property in the building or on related property, resulting from acts omissions, fault or negligence of Braun or those acting by, through, or for Braun.
15. Braun shall maintain personal liability insurance, including medical payments, in an amount not less than Five Hundred Thousand Dollars (\$500,000), in a responsible company qualified to do business in Massachusetts, throughout the initial eight-year rehabilitation period and additional period(s), if any, naming the Town as an additional insured. A Certificate of Insurance shall be provided to the Town at the commencement of and on the yearly anniversary date of this Agreement. The certificate shall provide that the insurance shall be irrevocable until the Town is provided with the insurance companies customary notice of intent to cancel. The Town shall continue its current coverage for the benefit of the Town, which shall not be a substitute, set off or credit for Braun's coverage. Braun's coverage shall be the primary coverage but shall not be required to insure the Town's interest with respect to fire coverage in force for the duration of the Agreement. Braun understands that the building materials, equipment, contents and work are entirely at his risk, including damage or loss through fire and theft, and that he is responsible and liable for its safety.
16. Except for work items requiring approval or inspection by the Building Department, Town Counsel's Office shall be the contact for all questions or scheduling of Town services to be provided under this Agreement.
17. All notices under this Agreement shall be sent by first-class mail to the Town to the attention of the Town Manager, 278 Old Sudbury Rd., Sudbury, MA 01776, with a copy to Town Counsel; to William G. Braun at 142 North Road, Sudbury, MA 01776.
18. All work shall be completed by November 28, 2010 and in accordance with the schedule attached hereto, as modified from time to time by agreement between Braun and the Town. Failure to complete the work in a timely fashion in accordance with the schedule shall result in termination of this Agreement.
19. Braun shall provide quarterly reports to the Building Inspector and Town Counsel's Office setting forth the work performed and requesting an inspection of such progress by the Town, as warranted. Failure to provide such reports shall constitute a default.

- 20. Hazardous materials, if any, shall be handled in accordance with the appropriate laws and regulations.
- 21. The waiver by either party of one breach of any of the terms of this Agreement, except as to compliance with the work schedule which is mandatory, shall not be considered a complete waiver of this Agreement or of any further breach of the Agreement.
- 22. Upon termination of this Agreement, Braun shall deliver up to the Town the premises in good condition, ordinary wear and tear and damage by unavoidable casualty only excepted.
- 23. The Town's Request for Proposal and the Braun Proposal are incorporated herein and made part of this Agreement.
- 24. Amendments, if any, shall be in writing and executed by Braun and the Town Manager or such other person authorized to contract for the Town.
- 25. This Agreement constitutes the entire agreement between the parties and there are no agreements other than those incorporated herein.

TOWN OF SUDBURY

By: Maureen G. Valente  
 Maureen G. Valente  
 Town Manager

Date: Oct 24, 2007

William G. Braun  
 William G. Braun

Date: 10-25-07

AMENDMENT

Pursuant to the Agreement dated October 25, 2007, for rehabilitation of the Frost Farm House, between William G. Braun and the Town of Sudbury

WHEREAS latent conditions have been discovered and documented affecting the support structure of the Frost Farm House; and

WHEREAS the discovery of these conditions required immediate work out of sequence to stabilize the building envelope; and

WHEREAS William G. Braun has expended funds in excess of those anticipated for this extraordinary work performed out of sequence; and

WHEREAS the condition of the roof requires immediate replacement in order to prevent further damage to the structure;

The Town agrees at this time to contribute the sum of \$7,500.00 for roofing materials and other materials required for stabilization of the structure in consideration of the extraordinary work involved in the stabilization of the structure.

Dated this 11 day of DECEMBER, 2007.

TOWN OF SUDBURY

Maureen G. Valente  
Maureen G. Valente, Town Manager

William G. Braun  
William G. Braun

AMENDMENT

Pursuant to the Agreement dated October 25, 2007, for rehabilitation of the Frost Farm House, between William G. Braun and the Town of Sudbury

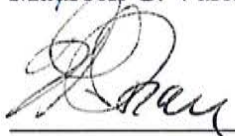
Notwithstanding paragraph 19 of the Agreement setting forth a requirement for quarterly reporting, in consideration of the ongoing communications and interaction between Mr. Braun and Town personnel including the approval and inspection process in regard to the work at the Frost Farm House, the parties agreed that the reports would be submitted semi-annually.

Therefore, this Agreement is modified to formalize that understanding.

Dated this 16<sup>TH</sup> day of DECEMBER, 2009.

TOWN OF SUDBURY

  
\_\_\_\_\_  
Maureen G. Valente, Town Manager

  
\_\_\_\_\_  
William G. Braun

AMENDMENT

Pursuant to the Agreement dated October 25, 2007, for rehabilitation of the Frost Farm House, between William G. Braun ("Braun") and the Town of Sudbury

WHEREAS unanticipated latent conditions affecting the structural integrity, weather-tightness and habitability of the structure of the Frost Farm House have been encountered on an ongoing basis;

WHEREAS latent conditions have required and may continue to require expenditures in time, labor and materials in excess of those anticipated in the Agreement;

WHEREAS certain conditions of the exterior require completion simultaneously and in the near term in order to prevent further damage to the structure and enhance it weather-tightness and habitability;

WHEREAS the Agreement stipulated that the projected completion date provided by Braun was provisional and subject to change, and whereas the provisional schedule could not take into consideration the extent of latent conditions, the sequencing requirements and the scope of work resulting therefrom:

NOW THEREFORE, the Town agrees to amend the Agreement as follows:

- 1) By adding the following sentence to Item 3: "The Town may from time to time, as funds are available, and at its sole discretion, make expenditures from the Revolving Fund or other appropriate account for materials required to complete work it deems necessary."

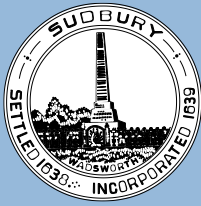
Dated this 5<sup>th</sup> day of Oct, 2012.

TOWN OF SUDBURY

Maureen G. Valente  
Maureen G. Valente, Town Manager

William G. Braun  
William G. Braun





SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**MISCELLANEOUS (UNTIMED)**

**7: Release Town Counsel Opinion re: Library**

REQUESTOR SECTION

Date of request:

Requestor: Selectman Woodard

Formal Title: Vote to release the June 2015 opinion of Town Counsel regarding responsibility for management of the Goodnow Library. Discussion with the Town Manager regarding the delineation of management responsibility over the Library between the Town Manager and the Library Board of Trustees, and possible vote on next steps.

Recommendations/Suggested Motion/Vote: Vote to release the June 2015 opinion of Town Counsel regarding responsibility for management of the Goodnow Library. Discussion with the Town Manager regarding the delineation of management responsibility over the Library between the Town Manager and the Library Board of Trustees, and possible vote on next steps.

Background Information:  
See attached documents

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

11/15/2016 7:30 PM

## Agreement between the Town Manager and the Library Board of Trustees

Purpose: In order to continue to operate the Goodnow Library in an efficient and excellent manner, the Town Manager and the Library Board of Trustees agree to the following terms.

### Hiring:

Recruitment to fill the position of the Library Director will be done collaboratively. One member of the Library Board of Trustees will serve on an advisory panel that will perform the finalist interviews and make recommendations to the Town Manager.

### Termination:

The Town Manager will notify the Chair of the Board of Library Trustees in the event of termination of the Library Director.

### Evaluations:

The Town Manager and the Library Board of Trustees shall each compile their own evaluation of the Library Director. Both evaluations shall be placed in the Library Director's personnel file.

The Town Manager shall remain in control of all administrative and budgetary functions of the Town Library, including funding from the tax levy and revolving accounts, personnel issues not documented within this memo, and organizational functions.

Draft

June 8, 2016

### Agreement between the Town Manager and the Goodnow Library Board of Trustees

Purpose: The Town and the Goodnow Library Trustees have different understandings about their respective authority over aspects of the Library's operations. In the spirit of the long-standing goodwill and constructive working relationship between the Trustees and the Town, and to ensure that the Goodnow Library will continue to operate effectively and be responsive to the needs of the community, the Town Manager and the Library Board of Trustees enter into this agreement.

The understandings articulated below are informed by the terms of the Town Charter, as well as the following expectations articulated by the Massachusetts Board of Library Commissioners:

An effective public library board of trustees consists of informed and dedicated citizens representing a cross-section of the population who govern the library for the benefit of the community. The board fulfills ethical, legal and fiduciary responsibilities by:

- Employing a qualified library director and understanding the director's roles and responsibilities
- Setting service-oriented library policies which uphold the principles of equal access to information and the free exchange of ideas
- Guiding the management and maintenance of library facilities and assets and expending financial resources judiciously
- Working to secure an appropriate funding level for facilities, technology, hours of operation, collections and staff
- Knowing and observing applicable municipal, state and federal laws and regulations
- Working with the community to identify information needs and to develop and implement a written plan for the maintenance and improvement of library services
- Seeking and applying resources and training which expand trustee skills.

#### Hiring of the Library Director:

Recruitment to fill the position of the Library Director will be done collaboratively. The Trustees will establish a search committee as to which the Town Manager may designate a representative. The search committee will present a recommendation jointly to the Trustees and the Town Manager. If both the Trustees and Town Manager agree with the recommendation, the candidate will be offered the position, subject to outcome of any further vetting to be done jointly by a Trustee and the Town Manager or her designee. If either the Trustees or the Town Manager disagree with the recommendation, the search committee will be responsible for continuing the search and forwarding a

further recommendation to the Trustees and Town Manager. This process will continue until the Trustees and Town Manager jointly agree on a candidate.

#### Removal of the Library Director:

There are two means by which the Library Director may be removed from his or her position and employment. First, after consultation with the Town Manager, the Trustees may act by a majority vote of its members. Second, the Town Manager may present a recommendation to the Trustees. That recommendation will be deemed ratified by the Trustees unless five Trustees vote to reject the recommendation.

#### Resignation or Retirement of the Library Director:

The Library Director is expected to give notice to both the Town Manager and the Board of Trustees of a decision to retire or resign from the position.

#### Evaluations of the Library Director:

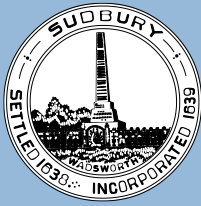
The Town Manager and the Library Board of Trustees shall each compile their own evaluation of the Library Director and share them with the other. Both evaluations shall be placed in the Library Director's personnel file.

#### Setting of Library Policy:

The Trustees alone are responsible for establishing the policies and direction of the Library, including its collection criteria and practices, patron privacy, use of interior and exterior space, hours of operation, organizational structure, strategic plan and expenditure of budgeted funds.

#### Other:

The Town Manager shall remain in control of funding from the tax levy. In the case of other issues not anticipated in this agreement, the Town Manager and Chair of the Trustees will meet and in good faith determine whether they fall under purview of the Town Manager, the Trustees, or should be resolved through some joint process.



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**MISCELLANEOUS (UNTIMED)**

**8: Belmont's withdrawal from Minuteman**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote on whether to call a Special Town Meeting to consider the Town of Belmont's request to withdraw from the Minuteman Regional Vocational Technical School district.

Recommendations/Suggested Motion/Vote: Discussion and vote on whether to call a Special Town Meeting to consider the Town of Belmont's request to withdraw from the Minuteman Regional Vocational Technical School district.

Background Information:  
Attached letter from Minuteman

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

11/15/2016 7:30 PM



# MINUTEMAN

A REVOLUTION IN LEARNING

October 28, 2016

Rosemary Harvell, Town Clerk  
Town of Sudbury  
Town Hall 322 Concord Rd.  
Sudbury, MA 01776

Dear Ms. Harvell:

Pursuant to Section IX(A) of the Minuteman Regional Vocational Technical School District Agreement ("the Regional Agreement"), I write to notify you that, on October 26, 2016, the Minuteman Regional School Committee received a notice of withdrawal from the Town of Belmont, stating Belmont's desire to withdraw from the Minuteman Regional Vocational Technical School District ("the District"). This notice of withdrawal was sent in accordance with Sections IV(I) and IX(A) of the Regional Agreement, after: (1) a majority of voters in Belmont voted against the District incurring debt for the construction of a new school in the district-wide election held on September 20, 2016, and; (2) Belmont's Town Meeting voted by more than a two-thirds (2/3) majority, on October 19, 2016, to seek to withdraw from the District. A copy of Belmont's notice of withdrawal is attached to this letter.

In accordance with Section IX(A) of the Regional Agreement, Belmont's withdrawal from the District will be allowed only if it is approved by a majority of the District's other member communities. Under the Regional Agreement, a member community will be deemed to have approved Belmont's withdrawal from the District unless, within sixty (60) days following October 26, 2016, the legislative body of the member community votes *disapproval* of Belmont's requested withdrawal.

Please feel free to contact Superintendent Edward Bouquillon, who would be happy to provide any further information which you or other Town officials might desire in connection with this matter. Thank you for your cooperation.

Sincerely,

David Horton, Secretary  
Minuteman Regional School Committee

cc: Town Administrator  
Enclosure

2016 OCT 31 P 2:11  
RECEIVED  
BOARD OF SUPERVISORS  
SUDBURY, MA



**TOWN OF BELMONT**  
TOWN CLERK'S OFFICE  
455 CONCORD AVENUE  
BELMONT, MASSACHUSETTS 02478

ELLEN O'BRIEN CUSHMAN  
TOWN CLERK

TEL. (617) 993-2600  
FAX (617) 993-2601

October 24, 2016

**VIA USPS EXPRESS MAIL**

Jeffrey W. Stulin, Chairperson  
Minuteman Regional Vocational Technical School Committee  
758 Marrett Road  
Lexington, MA 02421

**Re: Notice of Withdrawal of the Town of Belmont**

Dear Mr. Stulin:

I write to provide the Minuteman Regional Vocational Technical School Committee with notice, pursuant to Section IV(I) and IX(A) of the Regional Agreement, amended as of March 11, 2016, of the Town of Belmont's desire to withdraw from the Minuteman Regional Vocational Technical School District (the "District").

On September 20, 2016, a majority of voters in Belmont voted against the District incurring debt for the construction of a new school in an election held pursuant to G.L. c. 71, § 16(n). Within sixty (60) days of that election, on October 19, 2016 at a duly-called Special Town Meeting, the legislative body for the Town of Belmont voted by more than a two-thirds (2/3rds) majority to seek to withdraw from the District. I have attached the certification of that vote to this letter.

Please acknowledge receipt of this Notice pursuant to Section IX(A) in the minutes of the next Regional School Committee meeting. We look forward to continuing to work with you to effectuate the Town of Belmont's withdrawal from the District.

Best regards,

Ellen Cushman  
Belmont Town Clerk

BELMONT, MASSACHUSETTS  
SPECIAL TOWN MEETING  
OCTOBER 19, 2016

CERTIFICATION OF VOTES

**ARTICLE 1: WITHDRAWAL FROM MINUTEMAN REGIONAL VOCATIONAL SCHOOL DISTRICT**

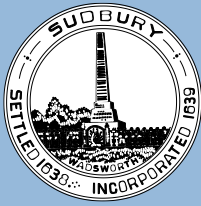
MOVED: That the Town withdraw from the Minuteman Regional Vocational School (the "District") pursuant to Sections IV(l) and IX of the 2016 Amended Regional Agreement for the District, as amended March 11, 2016, and to authorize the Board of Selectmen and other appropriate Town officials to all take such actions as may be necessary and appropriate to accomplish the withdrawal so authorized, or take any other action relative thereto.

The Motion was adopted by a vote of more than a two thirds (2/3rds) majority (172 Yes; 66 No) at the Special Town Meeting held October 19, 2016 at the Chenery Middle School Auditorium; in accordance with Town of Belmont Representative Town Meeting Act of 1926, as amended, Section 8, this vote shall not be operative until the expiration of seven days, exclusive of Sundays and holidays, from the dissolution of the meeting.

A True Copy, Attest: Ellen O'Brien Cushman  
Ellen O'Brien Cushman, Town Clerk  
Belmont, MA

October 24, 2016  
Date





SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**MISCELLANEOUS (UNTIMED)**

**9: Citizen's Comments (Cont)**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's Comments (Cont)

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

Background Information:

Financial impact expected:

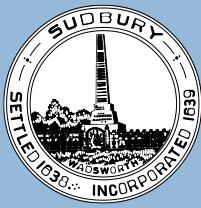
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/15/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**MISCELLANEOUS (UNTIMED)**

**10: 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:

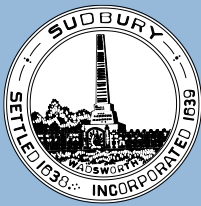
Approximate agenda time requested:

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

11/15/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, November 15, 2016

**CONSENT CALENDAR ITEM**

**11: Dog Officer Contract**

REQUESTOR SECTION

Date of request:

Requestor: Police Chief Scott Nix

Formal Title: Vote to approve a contact to be awarded by the Town Manager for Dog/Animal Control Services as an independent contractor upon evaluation of proposals submitted; said contract to be awarded to Boardmans Animal Control, Inc., Jennifer A. Condon, Owner, and further, to appoint said contractor as Dog/Animal Control Officer for the Town of Sudbury.

Recommendations/Suggested Motion/Vote: Vote to approve a contact to be awarded by the Town Manager for Dog/Animal Control Services as an independent contractor upon evaluation of proposals submitted; said contract to be awarded to Boardmans Animal Control, Inc., Jennifer A. Condon, Owner, and further, to appoint said contractor as Dog/Animal Control Officer for the Town of Sudbury.

Background Information:

One proposal was received by the 10/21/16 deadline for proposals relating to Dog/Animal Control Services and for Animal Inspector (BOH). The intention of the RFP as stated requires that one person/entity is to be contracted separately by the Town Manager and Board of Health. The proposal has been reviewed and found to be appropriate.

(See attached documents.)

Financial impact expected:Funded through Revolving Fund in which fees, fines, charges, and penalties imposed under the Town Bylaw, Art. V.3, Regulation of Dogs, and those costs required by statute are deposited.

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

11/15/2016 7:30 PM

## SUDBURY "NON-PRICE" PROPOSAL

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### ***BOARDMANS ANIMAL CONTROL INC***

Corporation owned by: Jennifer A. Condon

TAX ID #: 46-2861550

147 PARKER STREET (OFFICE)

145 PARKER STREET (KENNEL)

MAYNARD, MA 01754

(978) 897-5596

PRIMARY CONTACT: Jennifer A. Condon, cell #: 978-618-5383

#### CURRENT STAFF:

#### **Jennifer A. Condon – Animal Control Inspector/Officer; 10 YEARS EXPERIENCE**

- Successfully supporting the town(s) of: Concord, Hudson, Lincoln, Maynard, Northborough, Southborough, Sudbury and Wayland as Animal Control Inspector/Officer, under M.G.L. Chapter 193 Acts of 2012, chapters 10,62, 129, 140, 272.
- Graduate of Animal Control Association of Massachusetts Academy, class of 2008, certificate attached.
- Extensive knowledge of current M.G.L. implemented in October 2012.
- Possesses strong communication skills, sharing knowledge on treatment of animals to residents, police and the general public.
- Strong complaint resolution skills working day to day issues with residents and police.
- Oversee day to day operations of animal control, supporting all calls relating to domestic and wildlife.
- Extensive knowledge with municipal court workings and policies; represents the town at all hearings with both District Court Magistrate, and District Judges when required.
- Monitor's and respond to all calls received relative to stray dogs, picking up and transporting to kennel, or if necessary to emergency Veterinary service provider. Makes every effort to identify and notify any animal owner, utilizing Microchip scanning device.
- Insures all dogs picked up by department are currently licensed with the town prior to releasing back to dog owner, if necessary transports dogs to Veterinary appointments to obtain current rabies vaccination status prior to releasing to the dog owner. Collects if applicable all licensing and late fee(s); submitting such in a timely manner to the Town Clerk's Office for processing.
- Performs new hire Animal Control Officer training on behalf of Boardmans Animal Control Inc; insures new hires attend the next available Animal Control Officers of Massachusetts Academy within 6 months' probationary time, or next available class time.

## SUDBURY "NON-PRICE" PROPOSAL

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- Documents and reports on a monthly basis all calls handled by the Department for the prior month, submitting such to the Police Chiefs' Office.
- Canvasses town on an ongoing basis to obtain confirmation that town information on file is accurate relative to dog licensing, insures dog owner is made aware and understands local and state laws; issuing fines when required for non-compliance.
- Responsible for day to day operations of both the animal control department and kennel facility.
- Assumes responsibility for rehab service to stray animals, both wild and domestic; when necessary transports wildlife to Tufts Animal Hospital in Grafton for treatment. Has extensive knowledge with treatment of wildlife, saving rabbits, ducks, baby raccoons, etc.
- Acts as a "Primary Shooter" or in some cases "Alternate Shooter" in area towns; current LTC "Classified A, license #12284097A.

### **ANIMAL INSPECTOR DUTIES (in addition to Animal Control duties):**

- Extensive knowledge with process of State of Massachusetts annual barn inspections; personally responsible for the submittal to State by defined deadline, completing 125 barn inspections in 2015 for the 2016 Animal Census in the town(s) of: Lincoln, Hudson, Northborough, Sudbury, and Southborough.
- Currently responsible for Animal Control Inspector functions for the town(s) of: Concord, Hudson, Lincoln, Maynard, Northborough, Southborough, Sudbury and Wayland.
- As required issuing appropriate quarantine orders and monitoring all domestic animal exposure situations; submitting required documentation to Commonwealth of Massachusetts, Department of Agricultural Resources, Division of Animal Health Director on behalf of the Town.
- As required issues appropriate quarantine orders for all human bite exposures, insures all rabies vaccine information is accurate by working with local Veterinarian's as needed. Responsible for monitoring any human bite exposure situation for the time period of ten (10) days, completion of all paperwork submitted for the Town to the Commonwealth of Massachusetts, Department of Agricultural Resources, Division of Animal Health Director. In some situations, caring and monitoring in kennel applicable animal when owner is not in a position to do so, for the ten (10) day period; or if owner authorizes/insists on euthanize animal within the ten (10) day time period, as Animal Inspector insures appropriate specimen is submitted to the State of Massachusetts Epidemiology Lab for testing purposes.
- As required works with local Zoning Board members, performing applicable inspections prior to any resident obtaining a kennel license; responsible for documenting all findings and reporting such to the town board prior to any hearings.
- Responsible for preparation of wildlife specimens submitted to the State of Massachusetts Epidemiology Lab for testing purposes when there is a human exposure concern. Responsible for all follow up and communication to the resident/public of all such tests results, counseling on follow up medical attention if necessary.

## SUDBURY "NON-PRICE" PROPOSAL

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### ADDITIONAL STAFF MEMBERS:

#### *Donna DeWallace – Animal Control Officer; 12 YEARS EXPERIENCE*

- Graduate of Animal Control Association of Massachusetts Academy, class of 2010; certificate attached.
- Same responsibilities as referenced above with exception shooting.

#### *Michael Albanese – Animal Control Officer; 2 YEARS EXPERIENCE*

- Graduate of Animal Control Association of Massachusetts Academy, Spring Class 2016; certificate attached.
- Same responsibilities as referenced above.
- "Alternate Shooter" to Officer Condon, current LTC, Classified "A", license # 12306960A

### COVERAGE:

Boardmans Animal Control Inc coverage provided:

- 24 hours per day, 7 days per week, 365 days per year, including Holidays
- Officer on duty at all times, available via pager or cell phone
- Designated "shooter" available 24 hours per day, 7 days per week, 365 days per year, including Holidays

## SUDBURY "PRICE" PROPOSAL

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### KENNEL:

- Conveniently located at 145 Parker Street (Route 27) Maynard, MA; hours for pet redemption: Sunday through Saturday, 8:30 a.m. – 7:00 p.m.
- Authorized kennel for the past 40 years for the Town of Maynard
- Inspected annually with the Town of Maynard, Chief of Police, Chief Mark Dubois.
- Licensed annually by the Town of Maynard, 2016 copy attached

### OTHER:

No Officer or employee of Boardmans Animal Control Inc will execute the euthanizing of a domestic animal; the Officer will make every effort to surrender or "adopt out" any stray domestic animals considered unclaimed after the conclusion of 7 – 24 hour consecutive days from obtaining the animal. Only if necessary, should a domestic animal be euthanized, Boardmans Animal Control Inc will obtain such service from a licensed, local Veterinarian, or Tuft's Animal Hospital in Grafton, Massachusetts.

All costs associated with prior and future training of Officers will be provided by Boardmans Animal Control Inc and not the municipality/town.

All Officers must wear uniforms which clearly designates and identifies to the public, he/she is a State Animal Control Inspector/Officer. All costs associated with clothing will be paid for by Boardmans Animal Control Inc and not the municipality/town.

Boardmans Animal Control Inc currently has (5) licensed, insured vehicles appropriate for transporting of animals.

Boardmans Animal Control Inc has all appropriate vehicle, Workman Compensation, General Liability and property insurance; certificates of insurance will be provided upon request or execution of any contract.

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## SUDBURY "NON-PRICE" PROPOSAL

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**REFERENCES:**

NAME	POSITION/ORGANIZATION	TELEPHONE #
Joseph F. O'Connor	Police Chief/Town of Concord	978-318-3400
Sue Rask	Director/Concord Board of Health	978-318-3275
Michael D. Burks, Sr.	Police Chief/Town of Hudson	978-562-7122
Dr. Sam Wong	Director/Hudson Board of Health	978-562-2020
Kevin Kennedy	Police Chief/Town of Lincoln	781-259-8112
Elaine Carroll	Administrator/Lincoln Board of Health	781-259-2613
Mark Dubois	Police Chief/Town of Maynard	978-897-1012
Kevin Sweet	Town Manager/Town of Maynard	978-897-1302
William E. Lyver, Jr.	Police Chief/Town of Northborough	508-393-1515
Kimberly Foster	Assistant Town Administrator/ Town of Northborough	508-393-5041
Stephanie Bacon	Director/Northborough Board of Health	508-393-5009
Kenneth Paulhus	Police Chief/Town of Southborough	508-485-2121
Scott Nix	Police Chief/Town of Sudbury	978-443-1042
William Murphy	Health Director/Town of Sudbury	978-440-5479
Robert Irving	Police Chief/Town of Wayland	508-358-4721
Patrick Swanick	Police Lt. / Town of Wayland	508-358-4721
Julia Junghanns	Director/Wayland Board of Health	508-358-3617
Michael Cahill	Director/State Dept. of Agricultural Resources, Division of Animal Health	617-626-1794
Laurie Lincoln	Director/Buddy Dog Humane Society	978-443-6995



## SUDBURY "NON-PRICE" PROPOSAL

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### ATTACHMENTS:

#### **JENNIFER A. CONDON, CEO-SENIOR INSPECTOR/OFFICER**

- MASSACHUSETTS LICENSE TO CARRY
- CERTIFICATE OF A.C.O.A.M. – CLASS OF 2008
- CERTIFICATE PROFESSIONAL DEVELOPMENT WORKSHOP (NEW ANIMAL CONTROL LAW SEMINAR) – DECEMBER 2013
- CERTIFICATE CRIMINAL PROCEDURE AND LEGAL UPDATES ON MASSACHUSETTS LAWS ON ANIMAL CONTROL – OCTOBER 2012

#### **DONNA C. DEWALLACE, INSPECTOR/OFFICER**

- CERTIFICATE OF A.C.O.A.M. – CLASS OF 2008
- CERTIFICATE OF TRAINING – USE OF FORCE & OC AEROSOL-DECEMBER 2010

#### **MICHAEL ALBANESE, INSPECTOR/OFFICER**

- MASSACHUSETTS LICENSE TO CARRY
- CERTIFICATE OF A.C.O.A.M. – CLASS OF 2016

#### **2016 – TOWN OF MAYNARD, KENNEL LICENSE**

#### **CERTIFICATES OF INSURANCE TO BE PROVIDED AT TIME OF EXECUTION OF CONTRACT**

# Animal Control Officers Association of Massachusetts

*This is to certify that*

JENNIFER CONDON

*completed an 80 hour*

ANIMAL CONTROL OFFICER CERTIFICATION COURSE

*held in*

ASHLAND, MA

24th Graduating Class 2008

SUNDAY, DECEMBER 7, 2008

Date



ACOAM President



Academy Director



"Pride in Professionalism"

Middlesex Town and City Clerks Association  
Certificate of Participation  
Professional Development Workshop


is hereby awarded to

Jennifer Condon, Animal Control Officer  
Town of Hudson

for attending and participating in the following Workshop on December 17, 2013

Gregg J. Corbo, Esq., Kopelman and Paige, P.C.  
NEW ANIMAL CONTROL LAW

3.0 hours professional development

  
Tara M. Ward, President

# CERTIFICATE OF TRAINING

**Criminal Procedure and Legal Updates on  
Massachusetts Laws on Animal Control**

**Presented by and Sponsored by  
the Law Office of Attorney Patrick Michael Rogers**

**October 4, 2012**

**Tufts University**

*This Certifies That*

**JENNIFER A. CONDON**

**successfully attended Legal Updates on Massachusetts Animal Control**

**Attorney Patrick M. Rogers**



Print Certificate

Close Certificate Window

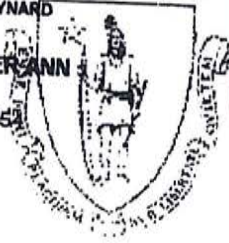

**Commonwealth of Massachusetts**  
**Class A Large Capacity License to Carry Firearms (M.G.L. c. 140, § 131)**

License Number: **12284097A**      Date of Issue: **03/18/2011**      Expiration Date: **03/08/2016**

Issuing City/Town: **MAYNARD**

Restrictions: **None**

**CONDON, JENNIFER ANN**  
**147 PARKER ST.**  
**MAYNARD, MA 01754**

Height: **5-04**      Weight: **145**  
 Hair: **BLOND OR STRAWBERRY**      Eyes: **HAZEL**  
 Date of Birth: **10/9/1971**  
 Place of Birth: **MASSACHUSETTS**



*J. Condon*

License Holder Signature  
 Issued for use of holder named hereon; non-transferable. Use or possession, except as prescribed by M.G.L. c. 140, §§ 122-131P is unlawful.

*Jane F. Pauer*

Licensing Authority Signature

# Animal Control Officers Association of Massachusetts

## CERTIFICATE OF TRAINING

*This is to certify that*

**Donna C. Dewallace**

*has successfully completed a 90 hour*

**ANIMAL CONTROL OFFICER CERTIFICATION COURSE**

*held in*

**Boylston, MA**

**ATURDAY, JUNE 5, 2010**

*Date*

*ACOAM President*

*Academy Director*



**"Pride in Professionalism"**

# Animal Control Officers Association of Massachusetts

## CERTIFICATE OF TRAINING

*This is to certify that*

**Donna C. Dewallace**

*has successfully completed all basic course requirements  
for the Municipal Police Training Committee  
Use of Force & OC Aerosol Certification*

*Certification Number 22449*

**WEDNESDAY, DECEMBER 5, 2010**

*Date*



*[Handwritten Signature]*  
Animal Control Officers Association of Massachusetts

**"Pride in Professionalism"**



# Animal Control Officers Association of Massachusetts

## Certificate of Graduation

Presented to

**Michael Albanese**

For successfully completing the  
Commonwealth of Massachusetts

Animal Control Officer Certification Course  
of 96 hours. March 11, 2016 thru May 27, 2016  
Held at the Municipal Police Training Academy,  
Boylston, Massachusetts

May 27, 2016

Date

*[Signature]*  
ACOAM President

*[Signature]*  
Academy Director

16-31-1

Certificate No.

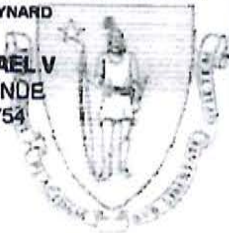
**"Pride in Professionalism"**

### Commonwealth of Massachusetts

#### Class A Large Capacity License to Carry Firearms (M.G.L. c. 140, § 131)

License Number: **12306960A**      Date of Issue: **08/26/2011**      Expiration Date: **08/03/2017**  
 Issuing City/Town: **MAYNARD**  
 Restrictions: **None**

**ALBANESE, MICHAEL V**  
**5 RIVERVIEW AVENUE**  
**MAYNARD, MA 01754**



Height: **6'02**  
 Hair: **BROWN**  
 Date of Birth: **6/3/1956**  
 Place of Birth: **MASSACHUSETTS**

Weight: **140**  
 Eyes: **BROWN**



License Holder's Fingerprint

License Holder Signature  
 Issued for use of holder named herein; non transferable. Use or possession, except as prescribed by M.G.L. c. 140, §§ 122-131P is unlawful.

*Jan. J. Pausan*

Issuing Authority Signature

**Town of Maynard**  
Office of the Town Clerk  
**2016 Dog License**

Date: 01/20/2016

Invoice #: 12695

**BOARDMAN ANIMAL CONTROL, INC.**  
145 PARKER ST  
MAYNARD, MA 01754

Tag #: **9999** Dog Name: **KENNEL LIC**  
Gender: **KENNEL** Breed:  
Age: **0.0** Color:  
Phone: **978-618-5383** Rabies Exp: **12/31/2016**

***This License expires on 12/31/2016***

License Fee	75.00
	0.00
	0.00
<b>Total</b>	<b>75.00</b>

**DOG OWNER'S RESPONSIBILITY LAW**

Section 1: The annual fee for every dog license, except as otherwise provided by law, shall be \$10.00 for neutered/spayed, \$15.00 for intact. No fee shall be charged for a license for a dog specially trained to lead or serve a blind person; provided that the Division of the Blind certifies that such dog is so trained, and actually in the service of a blind

**RABIES**

**RABIES** - Rabies is a disease caused by a germ in the saliva of a "Mad" dog. The germs enter the body through the wound made when a rabid animal bites another animal or person.

**SYMPTOMS** - Rabies may appear in either the dumb or the furious form. The symptoms are not constant, but as a rule dogs with DUMB RABIES are very RESTLESS. The eyes taken on a peculiarly bright appearances, with dilated pupils. The dogs may be more AFFECTIONATE than usual. The throat and jaws gradually become paralyzed so that MOUTH HANGS OPEN, saliva DROOLS out, and the tongue seems to be in the way. There is difficulty in swallowing. Frequently these symptoms lead to the mistake of thinking the animal has a BONE CAUGHT in the throat. The dog may snap at imaginary objects.

Dogs affected with the FURIOUS form of RABIES become IRRITABLE and restless, SNAPPING at people or other animals. They will chew up foreign material such as rugs, pieces of clothing, or wood. They try to get out of the house to run. If confined, they will TEAR at objects and, if they break loose, will RUN AIMLESSLY for miles, snapping and biting at any moving objects crossing their path.

In both forms of rabies, there is a peculiar high pitched and HOWL LIKE HOWL. The end comes when the dog is exhausted, the legs become paralyzed, and the dog dies in a stupor. RABIES NEVER APPEAR AS SUDDEN CONVULSIONS OR FITS.

IF A DOG BITES A PERSON - Do NOT kill it. Confine the dog and call a veterinarian. The dog should be kept under observation. If it remains well, there is no danger of rabies to animals or persons bitten; if it has rabies, definite symptoms and death will occur within the two weeks' period of restraint that is required. If the dog is killed at once, you may never know whether or not it was rabid.

ALL PERSONS BITTEN BY OR INTIMATELY EXPOSED TO RABID ANIMALS SHOULD BE GIVEN ANTI-RABIC TREATMENT

**Town of Maynard Regulations of Dogs**

1. The license period shall be from January 1st of each year to February 28th st of the same year
2. The Town Clerk shall not grant such license for any dog unless the owner thereof provides the Town Clerk with either a Rabies Certificate or has been certified exempt from such provision as outlined in MGL Chapter 140, Sec 137 or 137A.
3. A late fee on \$25.00 is charged after February 28th.(Sec. 7)
4. Leash Law - No owner or keeper of any dog shall permit such dog to run at large at any time.(Sec. 9)
5. Owners are under a "pooper-scooper" law to dispose of dog feces when walking dog. (Sec. 10)

**PENALTIES:** after a warning has been issued:

- (A) Informal Disposition Process
- 1st Offense in calendar year \$25.00
  - 2nd Offense in calendar year \$50.00
  - 3rd Offense in calendar year \$100.00
- (Sec. 6.5)

NOTE: THIS IS NOT A COMPLETE COPY OF THE DOG OWNER'S RESPONSIBILITY LAW. COMPLETE COPIES ARE AVAILABLE AT THE TOWN CLERKS OFFICE, TOWN HALL, 195 MAIN STREET, MAYNARD, MA. 01754. TEL: (978) 897-1300

TO REACH THE DOG OFFICER CALL: POLICE DEPARTMENT AT (978) 897-1011.

"The owner or keeper of a licensed dog shall cause it to wear around its neck or body a collar or harness... to which shall be securely attached a tag..."

This license is granted subject to conditions that the dog herein described shall be controlled and restrained from chasing or hassing live stock or fowl.

If a dog is permanently removed to another town a transfer license must be secured in such town. Every dog six months or over must be licensed and tagged.

Attachment C.

PRICE PROPOSAL

DOG ANIMAL CONTROL OFFICER

The undersigned shall perform the services as **Dog/Animal Control Officer** for the price set forth below, which shall be payable in twelve monthly payments following receipt by the Town Manager of an invoice in form and content satisfactory to the Town.

First year - Twenty two thousand six hundred thirty two <sup>15/100</sup> dollars (\$22,632.<sup>15</sup>)  
price in words

Second year - Twenty three thousand three hundred eleven <sup>11/100</sup> dollars (\$23,311.<sup>11</sup>)  
price in words

Third year - Twenty four thousand ten <sup>44/100</sup> dollars (\$24,010.<sup>44</sup>)  
price in words

**THREE YEAR TOTAL:** \$69,953.<sup>70</sup>

The undersigned shall perform the services as **Board of Health Animal Inspector** for the price set forth below, which shall be payable in twelve monthly payments following receipt by the Board of Health of an invoice in form and content satisfactory to the Board of Health.

First year - Thirteen thousand two hundred dollars (\$13,200.<sup>00</sup>)  
price in words

Second year - Thirteen thousand three hundred ninety eight <sup>98/100</sup> dollars (\$13,398.<sup>98</sup>)  
price in words

Third year - Thirteen thousand five hundred ninety eight <sup>98/100</sup> dollars (\$13,598.<sup>98</sup>)  
price in words

**THREE YEAR TOTAL:** \$40,196.<sup>97</sup>

SUM OF THREE YEAR COLLECTIVE TOTAL FOR ALL SERVICES \$ 110,150.67

Contractor's signature Jennifer A. Condon Jennifer A. Condon CEO/owner

Printed Name Boardmans Animal Control Inc

Address 147 Parker St Maynard MA

Telephone (978) 897-5596

Tax ID No. 46-2861550

## SUDBURY "PRICE" PROPOSAL

---

### ***BOARDMANS ANIMAL CONTROL INC***

Corporation owned by: Jennifer A. Condon

**TAX ID #: 46-2861550**

147 PARKER STREET (OFFICE)

145 PARKER STREET (KENNEL)

MAYNARD, MA 01754

(978) 897-5596

### **ANIMAL CONTROL OFFICER COMPENSATION:**

FIRST YEAR: TBD - > June 30, 2017, total annual amount of \$22,632.15; 12 monthly payments of \$1,860.12.

SECOND YEAR: July 1, 2017 -> June 30, 2018, total annual amount of \$23,311.11; 12 monthly payments of \$1,942.59.

THIRD YEAR: July 1, 2018 -> June 30, 2019, total annual amount of \$24,010.44; 12 monthly payments of \$2,000.87.

### **ANIMAL INSPECTOR COMPENSATION:**

FIRST YEAR: TBD - > June 30, 2017, total annual amount of \$13,200.00; 12 monthly payments of \$1,100.00.

SECOND YEAR: July 1, 2017 -> June 30, 2018, total annual amount of \$13,398.00; 12 monthly payments of \$1,116.50.

THIRD YEAR: July 1, 2018 -> June 30, 2019, total annual amount of \$13,598.97; 12 monthly payments of \$1,133.25.

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**Certificate of Non-Collusion and Certificate of Taxes/Tax Attestation**

Persons submitting proposals are required by G.L. c.30B, §10 to submit the following non-collusion certification and tax attestation at the time the proposal is submitted.

**NOTE: THESE CERTIFICATIONS MUST BE SIGNED AND ENCLOSED WITH THE NON-PRICE PROPOSAL**

**CERTIFICATE OF NON-COLLUSION**

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

Boardmans Animal Control Inc  
Signature of Individual, or

Corporation Name

By: Jennifer A. Condon  
Corporate Officer & Title (if applicable) CEO

**CERTIFICATE OF TAXES/TAX ATTESTATION**

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that Boardmans Animal Control 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.

46-2861530  
Social Security Number, or

Federal Identification Number

Boardmans Animal Control Inc  
Signature of Individual, or

Corporation Name

By: Jennifer A. Condon  
Corporate Officer & Title (if applicable) CEO

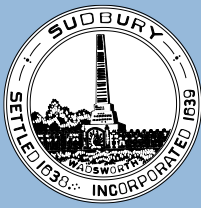
**CERTIFICATE AS TO CORPORATE BIDDER**

I, Jennifer A. Condon <sup>aka Boardman's Animal Control Inc</sup> (Name of Officer), certify that I am the Owner/CEO (Title) of the Corporation named as Bidder in the within Bid Form; that Jennifer A. Condon (Name of Officer signing form) who signed said Bid Form on behalf of the Submitter was then Owner/CEO (Title) of said Corporation; that I know his/her signature and that his/her signature is genuine and that said Bid was duly signed, sealed and executed for and on behalf of said Corporation by authority of its governing body.

**AFFIX CORPORATE SEAL**

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





SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**CONSENT CALENDAR ITEM**

**12: GIC approval**

REQUESTOR SECTION

Date of request:

Requestor: Christine Nihan Town Acct

Formal Title: Vote to authorize the chairman to execute a letter requesting data from GIC to use in processing employees' W-2 forms, as requested by Christine Nihan, Town Accountant.

Recommendations/Suggested Motion/Vote: Vote to authorize the chairman to execute a letter requesting data from GIC to use in processing employees' W-2 forms, as requested by Christine Nihan, Town Accountant.

Background Information:  
attached letter

Financial impact expected:

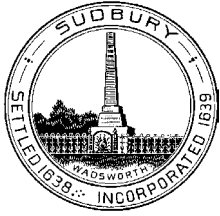
Approximate agenda time requested:

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

11/15/2016 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](mailto:selectmen@sudbury.ma.us)

November 15, 2016

Ms. Stacie Hickey  
GIC Operations Division  
P.O. Box 8747  
Boston, MA 02114

Dear Ms. Hickey:

Please consider this our request for GIC data in regard to the value of each employee's health insurance benefit to enable the Town of Sudbury to properly include this information on our employees 2016 W-2 forms.

Please use our Town Accountant's email address – [nihanc@sudbury.ma.us](mailto:nihanc@sudbury.ma.us) – for the data transfer.

Thank you for your assistance.

Sincerely,

Susan N. Iuliano, Chairman  
Sudbury Board of Selectmen



SUDBURY BOARD OF SELECTMEN

Tuesday, November 15, 2016

**CONSENT CALENDAR ITEM**

**13: Historical Commission appointment and resignation**

REQUESTOR SECTION

Date of request:

Requestor: Marilyn MacLean, chair, Historical Commission

Formal Title: Vote to approve the Town Manager appointment of Jan Costa, 91 Willard Grant Road, to the Historical Commission, for a term to expire 5/31/17, filling the vacancy occasioned by the resignation of Diana P. Cebra, 20 Metacomet Way. Also vote to accept the resignation of Diana Cebra effective 11/1/16, and to send a letter of thanks for her service to the Town.

Recommendations/Suggested Motion/Vote: Vote to approve the Town Manager appointment of Jan Costa, 91 Willard Grant Road, to the Historical Commission, for a term to expire 5/31/17, filling the vacancy occasioned by the resignation of Diana P. Cebra, 20 Metacomet Way. Also vote to accept the resignation of Diana Cebra effective 11/1/16, and to send a letter of thanks for her service to the Town.

Background Information:  
attached application and vote from Historical Commission

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

11/15/2016 7:30 PM

# FAX

**TO:** Sudbury Board of Selectmen

**FROM:** Jan Costa  
(978) 443-3539

**RE:** Historical Commission  
Application

**FAX NUMBER:** (978) 443-0756

**DATE:** September 14, 2015

**TOTAL PAGES:** 5 (Including cover page)

September 14, 2015

Board of Selectmen  
278 Old Sudbury Road  
Sudbury, MA 01776

Dear Board Members:

I had read in the Boston Globe that you are looking for a new member to the Sudbury Historical Commission. If that position is still available, I would like to be considered. Attached are the signed application and a copy of my resume.

I have recently retired from my career as a health care professional, and am actively seeking opportunities for further involvement with the town of Sudbury. Although I do not have an architectural or historical management / conservation background, I do possess strong analytical and judgment skills, and a successful track record of working with teams of individuals with diverse backgrounds.

If the position is still available, please feel free to get in touch with me. I look forward to hearing from you.

Sincerely,



Jan Costa  
91 Willard Grant Road

### 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: Sudbury Historical Commission

Name: Jan Costa  
Address: 91 Willard Grant Road Email Address: \_\_\_\_\_  
Home phone: 978 443-3539 Work or Cell phone: \_\_\_\_\_

Years lived in Sudbury: 34  
Brief resume of background and pertinent experience:  
Health insurance professional with concentration in managed care and associated finance

Municipal experience (if applicable):  
N/A

Educational background:  
BA, University of North Carolina; MS, Duke University; MBA Northeastern University  
Resume attached.

Reason for your interest in serving:  
I have been a long term Sudbury resident, and have an interest in historical preservation and management issues.

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

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

Q (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 Jan Costa Date 9/14/15

## JAN COSTA, MS, MBA

91 Willard Grant Road, Sudbury, MA 01776

### SUMMARY

Managed Care professional with extensive experience in global risk reimbursement and management. Expertise includes risk model development, contract negotiations, account management, business and market development, strategic planning, data management and analysis, legal and regulatory affairs, business operations, clinical practice, and reinsurance negotiations.

### PROFESSIONAL EXPERIENCE

#### **Senior Whole Health (SWH)**

**2011-2014**

##### Contract Manager

- Co - led the development and implementation of SWH's provider based shared saving models, including quality incentives.
- Led SWH's Massachusetts shared savings negotiations.
- Led the development of SWH reporting tools to support the risk arrangements.
- Implemented and managed performance tracking and reporting for SWH's shared savings providers.
- Developed contract boilerplate agreements for risk arrangements.
- Led development efforts to bring new hospital and provider organizations into SWH, including new market expansion.
- Negotiate and manage large hospital and physician group integrated system relationships and contracts, including shared savings agreements.
- Engaged in provider-based member enrollment activities.
- Contributed to the Integrated Care Organization (CMS under 65 dual eligible) bid process.
- Contributed as network development liaison to companywide revenue (risk) adjustment initiatives.
- Contributed to SWH's first HEDIS STARs initiative with providers.

#### **HealthAlliance with Physicians, Inc. (HAPI)**

**2002 – 2011**

HAPI was a successful Physician Hospital Organization (PHO) engaged in global risk and pay for performance contracts with business operations on behalf of UMass Memorial HealthAlliance Hospital (150 beds) and CentiMass Association of Physicians, Inc. (230 physicians) HAPI managed an average annual contract revenue of \$85M on behalf of 20,000 covered lives, and returned over \$60M in contract surplus over nine years of my employment.

##### Director of Managed Care

**Negotiated contract revenue, financial risk parameters, hospital and physician payment, quality incentive payment and other contract provisions with Tufts, BCBSMA and Harvard Pilgrim Health Care for commercial and Medicare Advantage products.**

- Managed all aspects of contract revenue, including forecasting and development.
- Developed and managed all of HAPI's data and analytical services, including profitability, financial, utilization, medical management and quality performance reporting.
- Managed the distribution of surplus funds, on average \$6M annually, to the hospital and physician organization (IPA).
- Researched, negotiated and purchased provider excess reinsurance with an average annual premium of \$1M.
- Negotiated a laboratory vendor subcapitation contract; and led the contract implementation efforts.
- Negotiated and managed contracts for third party auditors and risk adjustment vendors.
- Developed and managed internal audits of contract performance and reimbursement resulting in the recoupment of \$1.7M over four years.
- Led healthcare consultative engagements with several companies, including Milliman and MedVentive.

- Co led the development of the Massachusetts Hospital Association's Hospital Managed Care Contracting Guide

**Harvard Pilgrim Health Care (HPHC) 1993 - 2002**

**Harvard Community Health Plan (HCHP)**

*Director/Manager, Provider Performance Management: HPHC 2000 – 2002*

*Manager, Risk Unit Contracting, Regional Business Operations, 1998-2000*

*Manager, Integrated Delivery System: 1996- 1998*

*Manager, Hospital Contracting: HCHP 1993 – 1996*

- Senior account executive between HPHC and 39 hospital and physician contracted relationships representing 92,000 commercial members and 15,000 Medicare Advantage Members.
- Led development of business strategies for targeted provider groups, including measurement against key clinical, service and financial targets.
- Developed, negotiated and managed commercial and Medicare risk contracts for Eastern and Central MA provider groups.
- Managed a staff of eight contract negotiators, including two team leaders, and Provider Relations staff.
- Co-developed the HPHC contract resource guide.
- Developed and implemented project management processes and tools for HPHC's negotiations and relationship development with the major Eastern MA Integrated Delivery Systems, including CareGroup and Partners.
- Participated as a member of HPHC's negotiation teams for new business and contract development with Partners and CareGroup.
- Co-led with marketing the development of a short and long term strategic marketing plan for the HPHC-CareGroup Joint Venture.
- Developed and managed the HCHP hospital contract negotiations for over 30 acute care hospitals, and ancillary providers in Massachusetts and Rhode Island.
- Developed and implemented contracting reimbursement methodologies and strategies, including mental health, RI Medicaid reimbursement, and HCHP dialysis.
- Negotiated \$8 million in savings for HCHP over 3 years. Managed a staff of four, including negotiators and analysts.

**Emerson Hospital, *Managed Care Coordinator*, 1991 - 1993**

**Private Healthcare Systems, Inc., *Manager, Client Reporting Services*, 1986 – 1991**

**Northeastern University, *Assistant Professor, Physical Therapy*, 1979 - 1986**

**Education**

MBA

Northeastern University

M.S., Physical Therapy

Duke University

B.A., Biology

University of North Carolina, Chapel Hill

**Professional Organizations**

**Healthcare Financial Management Association (HFMA)**

1. Co-chair: Managed Care Committee, 2012 – 2015; member – 2012 -
2. Member, Ambulatory Care/ Practice Management Committee, 2003 – 2010
3. Panelist: Observation Issues
4. Recipient: Follmer Bronze Merit Award, 2013

**Massachusetts Hospital Association (up to 2011)**

1. Panelist Presenter, Feb. 4, 2005: "One PHO's Perspective on Medicare PPOs"
2. Member: MHA's Managed Care Workgroup, New Product Taskforce, and Pay for Performance Workgroup
3. Co-leader: MHA's Contracting Checklist Workgroup



Sudbury Historical Commission Meeting  
 4 November 2016, 7 PM  
 Hosmer House

Those Present: Barbara Bahlkow, Fred Bautze, Chris Hagger, Bill Johnson, Lyn MacLean, Diana Warren

This was a special meeting called to fill the vacancy left by the resignation of Diana Cebra. A motion was made and seconded as follows: To approve the recommendation to the Board of Selectmen to appoint Jan Costa of 91 Willard Grant Road to fill the vacancy until April 2017 when the term is up.

This received a unanimous vote.

A motion was made and seconded to recommend the Selectmen to approve the contract of 56K to come out of the SHC CPC Funding with Stone Corporation, (Kia) for restoration of the Wadworth Cemetery. Kia had completed the restoration of North Cemetery to everyone's approval.

This received a unanimous vote.

Barbara reported that the Wayside Inn had paid for items purchased from the store inventory. She is making over 2000 gingerbread cookies to be sold at the Holiday Open House in December.

The meeting date for the SHC next meeting is Wednesday, 16 November due to some members being away on Tuesday.

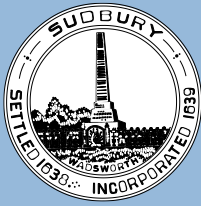
Fred will send Diana the picture of the Hosmer House to be used on the Holiday Invitations. Lyn will meet with Diana to go over the distribution list. Invitations to be mail the first week in November.

Lyn and Bill will show the Railroad Section House to people who are visiting Sudbury from Germany on Thursday, 3 Nov.

The steps into the Revolutionary Cemetery will be adjusted so that a railing can be installed. This will happen next week.

Respectfully Submitted,  
 Lyn MacLean, Chairman  
 Sudbury Historical Commission

CC: Town Manager, Town Planner, DPW Director, Jim Kelley, Art Richard, Mark Herweck, Scott Taylor, Elaine Jones, Mark Thompson, Liz Radoski, Jim Hodder, Adolf Bahlkow



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**CONSENT CALENDAR ITEM**

**14: Appointment to BFRT Task Force**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to appoint Charles Russo, 30 Juniper Road, Conservation Commission member, and Daniel E. Carty, 15 Stonebrook Road, Planning Board Member, to the Bruce Freeman Rail Trail Task Force, both for terms to expire 5/31/17.

Recommendations/Suggested Motion/Vote: Vote to appoint Charles Russo, 30 Juniper Road, Conservation Commission member, and Daniel E. Carty, 15 Stonebrook Road, Planning Board Member, to the Bruce Freeman Rail Trail Task Force, both for terms to expire 5/31/17.

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/15/2016 7:30 PM



# Town of Sudbury

## Planning Board

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

[planningboard@town.sudbury.ma.us](mailto:planningboard@town.sudbury.ma.us)

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

To: Board of Selectman

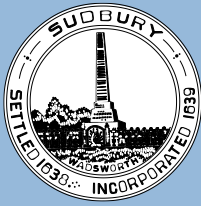
FROM: Planning Board

DATE: November 10, 2016

RE: Recommendation to Appoint Daniel Carty

On November 9, 2016, the Planning Board received correspondence from the Board of Selectmen requesting the selection of a member to the Bruce Freeman Rail Trail Task Force. The Planning voted unanimously to recommend the appointment Daniel Carty to the Task Force. He has is eager to serve as a voice for the Board and for the good of the community.

The Planning Board recommends the appointment of Daniel Carty to serve as a member an indefinite term on the Bruce Freeman Rail Trail Task Force.



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**CONSENT CALENDAR ITEM**

**15: Wadsworth Cemetery**

REQUESTOR SECTION

Date of request:

Requestor: Historical Commission

Formal Title: Vote to approve award of bid by the Town Manager for the restoration and conservation of a selection of gravestones/monuments at the Wadsworth Cemetery to Gravestone Services of New England, LLC, Kai Nalenz, President, in the amount of \$56,000, upon the recommendation of the Historical Commission.

Recommendations/Suggested Motion/Vote: Vote to approve award of bid by the Town Manager for the restoration and conservation of a selection of gravestones/monuments at the Wadsworth Cemetery to Gravestone Services of New England, LLC, Kai Nalenz, President, in the amount of \$56,000, upon the recommendation of the Historical Commission.

Background Information:

The Historical Commission has identified approximately 250 gravestone/monuments at the Wadsworth Cemetery for restoration and conservation work of varying degrees. Pursuant to the advertisement, four bids were received from qualified contractors with expertise in this field upon advertisement. The low bidder has previously performed work for the Town in the Revolutionary War Cemetery and the North Cemetery. At a meeting on 11/3/16 the Historical Commission voted to recommend approval of award to Gravestone Services of New England, LLC.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

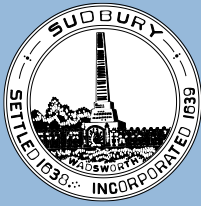
Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

11/15/2016 7:30 PM

**TOWN OF SUDBURY - INVITATION FOR BID**  
**GRAVESTONE/MONUMENT RESTORATION and CONSERVATION**  
**WADSWORTH CEMETERY**  
**74 Concord Rd., Sudbury, MA**

The Town of Sudbury, Massachusetts, invites sealed bids from a Preservation Consultant/Conservator, skilled, qualified, and experienced in historical gravestone/monument restoration, for the Wadsworth Cemetery project. Over 250 gravestone/monuments have been identified for restoration of varying degrees. The project duration shall not exceed three years. Bids will be received by the Town at the Office of the Town Manager, 278 Old Sudbury Road, Sudbury, MA 01776, until 3:00 p.m. on Tuesday, October 25, 2016, at which time all bids shall be opened and publicly read aloud. Mandatory site inspection. Bid Documents (including instructions, specifications and forms) may be obtained from the Office of the Town Manager at the address above Mon. – Thurs. from 9:00 a.m. to 5:00 p.m, Fri. from 9:00 a.m. to 12:30 p.m. commencing Thursday, October 6, 2016, or by contacting the office at 978-639-3380 or email to [frankl@sudbury.ma.us](mailto:frankl@sudbury.ma.us). The Town reserves the right to reject any and all bids, wholly or in part, and to accept any bid or part thereof deemed to be in the best interest of the Town.

Melissa Murphy Rodrigues  
Town Manager



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**CONSENT CALENDAR ITEM**

**16: Conservation Restriction 36 Willis Road**

REQUESTOR SECTION

Date of request:

Requestor: James Rao and Doreen Rao, Grantors, by Atty Joshua Fox

Formal Title: Vote to approve and signify such approval of a Conservation Restriction granted under M.G.L. c.40 §8C by James V. Rao and Doreen S. Rao, on a 36,708.59 s.f. portion of a 1.391 a. parcel (Lot 2) known as 36 Willis Road, shown as “Conservation Restriction” on a plan entitled “Plan of Land Showing Conservation Restriction in Sudbury, MA” prepared by Thomas Dipersio, Jr. & Associates, Inc., dated November 18, 2015.

Recommendations/Suggested Motion/Vote: Vote to approve and signify such approval of a Conservation Restriction granted under M.G.L. c.40 §8C by James V. Rao and Doreen S. Rao, on a 36,708.59 s.f. portion of a 1.391 a. parcel (Lot 2) known as 36 Willis Road, shown as “Conservation Restriction” on a plan entitled “Plan of Land Showing Conservation Restriction in Sudbury, MA” prepared by Thomas Dipersio, Jr. & Associates, Inc., dated November 18, 2015.

Background Information:

The CR is required by Wetlands Order of Conditions 301-613 for conservation purposes and the format has been approved by the State DOEEA. The CR premises located adjacent to 41 acres of Sudbury Valley Trustees land contributes to Open Space preservation and protection of wildlife habitat.

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Financial impact expected:none

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

11/15/2016 7:30 PM

**GRANTOR:** James V. Rao and Doreen S. Rao  
**GRANTEE:** Town of Sudbury, Conservation Commission  
**ADDRESS OF PREMISES:** 36 Willis Road, Sudbury, MA 01776  
**FOR GRANTOR’S TITLE SEE:** Deed dated May 1, 2015 Recorded with the Middlesex South Registry of Deeds at Book 65525, Page 447

**CONSERVATION RESTRICTION**  
 CR Reference #16186  
 Sudbury CR#112

James V. Rao and Doreen S. Rao, a married couple, 36 Willis Road, Sudbury, Middlesex County, constituting all of the owners, for their successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the General Laws, hereby grant with QUITCLAIM COVENANTS to the TOWN OF SUDBURY, a Massachusetts municipal corporation acting by and through its Conservation Commission by authority of M.G.L., Chapter 40, sec. 8C, for its permitted successors and assigns (“Grantee”), for less than one hundred dollars, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on a 36,708.59 sq. ft. portion (“Premises”) of a 1.391 acre parcel of land (“Property”) located on Willis Road in Sudbury, said Property and Conservation Restriction being more particularly described on the Plan entitled “Plan of Land Showing Conservation Restriction in Sudbury, MA” dated November 18, 2015 prepared by Thomas Dipersio, Jr. & Associates, Inc., recorded in the Middlesex South Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ (“Plan”), a reduced copy of which is attached hereto as Exhibit A.

**I. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values (“conservation values”).

This Conservation Restriction is required by the Conservation Commission of Sudbury in its Orders of Conditions issued pursuant to M.G.L. Ch. 131, Sec. 40 on April 14, 1998 and recorded with the Middlesex South Registry of Deeds in Book 28671, Page 513. See also DEP File No. 301-613.

**The conservation values include the following:**

- **Open Space Preservation.** The Premises contributes to the protection of the scenic and natural character of over forty-one abutting acres of land of Sudbury Valley Trustees which contain a vernal pool with state-listed obligate species and a stream, and the protection of the Premises will enhance the open-space value of these and nearby lands.
- **Protection of Wildlife Habitat.** The entire Premises falls within an area designated as "Priority Habitat for State-Protected Rare Species" by the Massachusetts Natural Heritage and Endangered Species Program ("MNHESP"). The Premises contains approximately .40 acres of wooded wetlands and abuts a vernal pool on the adjacent property.
- The Premises consists of almost ½ acre that is critical for maintaining habitat and buffering capabilities important for the long-term persistence of rare species and other Species of Conservation Concern. This ½ acre provides greater protection to the abutting permanently protected Town of Sudbury and the Sudbury Valley Trustees properties totaling over 73 acres of forested wetland which provides habitat for wide-ranging native species, support intact ecological processes, maintain connectivity among habitats, and enhance ecological resilience. These acres contain a large areas of intact and predominately natural vegetation, consisting of contiguous forests, wetlands, rivers, vernal pools and transitional areas between aquatic and terrestrial habitats.

**II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES**

**A. Prohibited Acts and Uses**

Subject to the exceptions set forth herein, the Grantor will not perform or allow other to perform the following acts and uses, which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;



- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) No sodium based de-icing chemicals shall be used on surfaces of the Property or Premises where runoff or drainage will discharge into the Wetlands on the Premises or within one hundred feet (100') of any wetland.
- (9) No fertilizers shall be used during the fall season within 100 feet of any wetlands.
- (10) No herbicides or pesticides may be used within one hundred feet of any wetland.
- (11) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.

#### **B. Reserved Rights and Exceptions**

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

- (1) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (2) Vegetation Management. In accordance with generally accepted forest management practices, interplanting of native species, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises;

- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality; however at no time may pesticides or herbicides be applied or used within 100 feet of any wetlands.
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction. No such activities will take place closer than one hundred feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
- (5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
- (7) Signs. The erection, maintenance and replacement of signs with respect to trespass.
- (8) Outdoor Passive Recreational Activities. hiking, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality
- (9) Only low nitrogen fertilizers may be used within 100 feet of any wetlands and may only be used in the spring of each year and at no other time of the year.
- (10) Except with the approval of the Conservation Commission, only native species may be planted within one hundred feet of any wetland;

### C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall

only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

### **III. LEGAL REMEDIES OF THE GRANTEE**

#### **A. Legal and Injunctive Relief.**

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

#### **B. Non-Waiver.**

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

#### **C. Disclaimer of Liability**

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

**D. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

**IV. ACCESS**

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

**V. EXTINGUISHMENT**

A. If circumstances arise in the future such as render the purpose of this CR impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the CR under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in

accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## VI. ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

## IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South Registry of Deeds Registry of Deeds.

## XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex South Registry of Deeds Registry of Deeds.

## XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: James V. Rao and Doreen S. Rao  
36 Willis Road, Sudbury, MA 01776

To Grantee: Sudbury Conservation Commission  
275 Old Lancaster Road, Sudbury, MA 01776

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

**XIII. GENERAL PROVISIONS**

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

**XIV. MISCELLANEOUS**

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Affirmative Covenant to Mow. Pursuant to the Order of Conditions issued on April 29, 1998 at paragraph (1)(j), this Conservation Restriction includes the area beyond the final approved limit of lawn and retaining wall and requires Grantor to mow the field area on the lot once a year in September or October.

C. Homestead

The Grantors attest that there is a residence on or abutting the Premises (including exclusions) that is occupied or is intended to be occupied as a principal residence by the Grantors and their children, and further attest that there are no other persons presently entitled to Homestead rights in or to the Premises (including exclusions). The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to M.G.L. c. 188 10 (e).

D. The Grantor agrees to subordinate all liens, mortgages, construction loans and home equity lines of credit to this Conservation Restriction.

E. Attached hereto and incorporated herein by reference are the following:

Signature pages:

- Grantor
- Acceptance by Town of Sudbury Conservation Commission
- Approval by Town of Sudbury Select Board
- Approval by the Secretary of Energy and Environmental Affairs.

Exhibits:

- Exhibit A: sketch plan
- Exhibit B: order of conditions.



WITNESS my hand and seal this 29 day of September, 2016.

GRANTOR:

GRANTOR:

[Signature]  
James V. Rao

[Signature]  
Doreen S. Rao

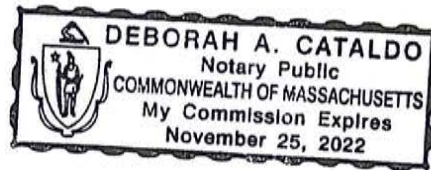
**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this 29 day of September, 2016 before me, the undersigned notary public, personally appeared the above-named James V. Rao and Doreen S. Rao, proved to me through satisfactory evidence of identification, which were:

MA. Lic  
to be the persons whose names are executed on the preceding or attached document, and acknowledged to me that they executed it voluntarily for its stated purpose.

[Signature]  
Notary Public:  
My Commission Expires:



ACCEPTANCE BY TOWN OF SUDBURY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Sudbury, Massachusetts, hereby certify that at a public meeting duly held on 10-24-16, 2016, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from James V. Rao and Doreen S. Rao pursuant to G.L. Chapter 184 Section 32 and G.L. Chapter 40 Section 8(C).

SUDBURY CONSERVATION COMMISSION:

Dave Henkels Dave Henkels

Charlie Russo Charlie Russo

Mark Sevier MARK SEVIER

Elizabeth Armstrong Elizabeth Armstrong

\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

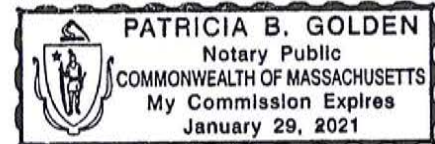
Middlesex, ss:

On this 24th day of October, 2016, before me, the undersigned notary public, personally appeared Dave Henkels, Charlie Russo, Mark Sevier, Elizabeth Armstrong, and proved to me through satisfactory evidence of identification which was MA Lic. to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Sudbury Conservation Commission.

Patricia B Golden

Notary Public

My Commission Expires:



**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from James V. Rao and Doreen S. Rao to the Sudbury Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
MATTHEW A. BEATON  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT A**

Sketch Plan

DATE \_\_\_\_\_ REG. PROF. LAND SURVEYOR

DATE \_\_\_\_\_ REG. PROF. LAND SURVEYOR

DATE \_\_\_\_\_ REG. PROF. LAND SURVEYOR

DATE \_\_\_\_\_ REG. PROF. LAND SURVEYOR

DATE \_\_\_\_\_ REG. PROF. LAND SURVEYOR

DATE \_\_\_\_\_ REG. PROF. LAND SURVEYOR

DATE \_\_\_\_\_ REG. PROF. LAND SURVEYOR

DATE \_\_\_\_\_ REG. PROF. LAND SURVEYOR

16.a

ROBERT J. PARENTE, P.L.S.  
LICENSE #35787

No.	Date	Description	Revisions

Prepared for:  
DOREEN RAO  
36 WILLIS ROAD  
SUDBURY, MA

Owned by:  
JAMES AND DOREEN RAO  
36 WILLIS ROAD  
SUDBURY, MA

Prepared By:  
**THOMAS  
&  
DIPERSIO, JR.**  
L.S. ASSOCIATES, INC.  
LAND SURVEYING & CIVIL ENGINEERING  
441 WINDMILL LANE, SUITE 100  
SUDBURY, MA 01870

Title:  
PLAN OF LAND  
SHOWING CONSERVATION  
RESTRICTION  
IN  
SUDBURY, MA

SCALE	AS NOTED
DRAWN TO	
CHECKED TO	
FILE NAME	2324100 SITE PLAN.DWG
PLOTTED	
ISSUE DATE	NOV. 18, 2015
JOB NO.	2724

SHEET 1 OF 1

Attachment 6.a: CR 36 Willis Rd (2039 : Conservation Restriction 36 Willis Road)

Packet Pg. 85

FOR REGISTRY USE

GENERAL NOTES:  
1.) SUDBURY ASSESSORS REFERENCE:  
MAP FOR PARCEL 502  
2.) DEED REFERENCE:  
BOOK 65525, PAGE 447  
3.) PLAN REFERENCE:  
MICRO PLAN No. 213 OF 1998

CONSERVATION RESTRICTION  
36,708.59 s.f.

LOT 2  
Total Area=1.391 Ac.

Existing House #36

52 Willis Road  
Taylor

Willis Road  
(PUBLIC, VAR. W.)

Land of Sudbury Valley Trustees



- ⊕ = IRON PIN SET
- ⊕ = STAKE SET
- = DRILL HOLE

GRAPHIC SCALE  
( IN FEET )  
1 inch = 20 ft.

16.a

Packet Pg. 86

BK 28671 PG 513

DEP File No 301-613

City/Town Sudbury

Applicant Austin Ashley

**Order of Conditions  
Massachusetts Wetlands Protection Act  
G.L. c. 131, §40**

From the Sudbury Conservation Commission Issuing Authority

To: Austin Ashley (Name of Applicant) same (Name of Property Owner)

Address: 26 Willis Road, Sudbury same

This Order is issued and delivered as follows:

- by hand delivery to applicant or representative on \_\_\_\_\_ (date)
- by certified mail, return receipt requested on 5/11/98 (date) upon receipt of DEP # \_\_\_\_\_

This project is located at Lot 2, Willis Road

The property is recorded at the Registry of Middlesex

Book 7048 Page 3

Certificate (if registered) \_\_\_\_\_

The Notice of Intent for this project was filed on 3/18/98 (date)

The public hearing was closed on \_\_\_\_\_ (date) 4/13/98

**Findings:**

The Conservation Commission has reviewed the above-referenced Notice of Intent and plans and has held a public hearing on the project. Based on the information available to the Commission at this time, the Commission has determined that the area on which the proposed work is to be done is significant to the following interests in accordance with the Presumptions of Significance set forth in the regulations for each Area Subject to Protection Under the Act (check as appropriate):

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Public water supply            | <input checked="" type="checkbox"/> Flood control           | <input type="checkbox"/> Land containing shellfish                 |
| <input type="checkbox"/> Private water supply           | <input checked="" type="checkbox"/> Storm damage prevention | <input type="checkbox"/> Fisheries                                 |
| <input checked="" type="checkbox"/> Ground water supply | <input checked="" type="checkbox"/> Prevention of pollution | <input checked="" type="checkbox"/> Protection of Wildlife Habitat |

Total Filing Fee Submitted \$ 250.00

State Share \$ 112.50  
(1/2 fee in excess of \$25)

City/Town Share \$ 137.50

Total Refund Due \$ 0.00

City/Town Portion \$ 0.00  
(1/2 total)

State Portion \$ 0.00  
(1/2 total)

MSD 06/05/98 11:27:12  
420  
14.00

BK 28671 PG 514

**ORDER OF CONDITIONS**  
**DEP FILE #301-613**  
**Lot 2 Willis Rd.**  
**Austin Ashley, applicant**

**April 29, 1998**

The Sudbury Conservation Commission hereby finds that the following conditions are necessary, in accordance with the Performance Standards set forth in the Wetlands Protection Act, its corresponding regulations, and the Sudbury Wetlands Administration Bylaw to the protect those interests checked above. To aid in implementation, compliance, and enforcement the specific conditions are divided into several broad categories for reference.

The Sudbury Conservation Commission orders that all work shall be performed in accordance with said conditions and with the Notice of Intent referenced on page 5-3A. To the extent that the following conditions modify or differ from the plans, specifications or other proposals submitted with the Notice of Intent, the conditions shall control.

The Sudbury Conservation Commission is not making a specific determination on the exact location of the delineation of the wetland and adjacent upland resources as part of this filing. Any future work on this lot not covered by this Order of Conditions may require a specific wetland delineation. In addition, should there be any revisions, work outside the scope of this Order or any violations, the Conservation Commission reserves the right to require additional soils data and make a specific determination of the wetland line.

The development of the Ashley property on Willis Road takes place in the context of the protection of the 41+- acres in the rear of the property containing at least three vernal pools and other adjacent upland resources. The Commission reviewed the plan for Lot 2 with the knowledge that the back 41+- acres would be protected, therefore cumulative impact from the development of Lot 2 is not significant.

**SPECIAL CONDITIONS:**

**1. CONDITIONS IN PERPETUITY:**

The following conditions shall be recorded at the Registry of Deeds as part of this Order of Conditions and shall continue in perpetuity and be included on the Certificate of Compliance. Owners of this property shall be made aware of restrictions in perpetuity on the activities allowed on this property. If the property owner has good cause to request an amendment to the conditions in perpetuity, he/she shall have the right to make a request for an amendment to the issuing authority. If, in the judgment of the issuing authority, the proposed activities will not detrimentally impact the wetland resource area functions, this Order, or the Certificate of Compliance shall be amended.

a. Wetlands are located on this property that are subject of the Massachusetts Protection Act (Chapter 131, section 40) and the Sudbury Wetlands Administration Bylaw. Any work within a wetland resource area or within 100' of a wetland resource area requires review and approval by the Sudbury Conservation Commission prior to the commencement of such work.

b. No sodium-based de-icing chemicals shall be used on surfaces where runoff/drainage will discharge into the wetlands or the 100' wetland buffer zone.

BK28671PG515

16.a

Packet Pg. 88

- c. Fertilization of lawn and landscaped areas can be a significant source of excess nutrient loading in adjoining water bodies. Fertilizers may only be of the low nitrogen variety and may only be used in the spring of each year. No fall fertilization is allowed of any area within 100' of the wetland resource areas.
- d. No fertilization of any wetland resource area is allowed.
- e. No pesticides or herbicides are allowed within a wetland resource area or within 100' of a wetland resource area.
- f. Underground storage of petroleum products is prohibited within a wetland resource area and within the 100' buffer zone of a wetland resource area.
- g. Future homeowners must be made aware at the time of purchase that any alterations on the lot, i.e additions, landscaping, pools, outbuildings, etc. may be subject to approval under the State Wetlands Protection Act and the local Sudbury Wetlands Administration Bylaw.
- h. A revised plan showing the grading at the driveway pulled back, the new edge of lawn and the stabilization to the used on the bank must be submitted to the Commission for approval. Permanent bounds or iron pipes must be installed at the final approved edge of lawn. These bounds must be shown on the as-built plan.
- i. The revised plan shall include a permanent landscape berm with native species of plantings and a continuation of the retaining wall to the south.
- j. As agreed to by the applicant's representative at the hearing, a permanent conservation restriction shall be placed on the area beyond the final approved limit of lawn and retaining wall. The restriction shall require the homeowner to mow the field area on the lot one time only per year in September or October. This restriction shall be submitted to the Town and signed by the Conservation Commission prior to the start of construction on this lot.
- k. Only native species may be planted within the 100' of the wetland resources on this lot.

**II. GENERAL PROJECT CONDITIONS:**

**PART I (required by DEP)**

These conditions apply to all projects permitted by the Sudbury Conservation Commission. They shall remain in force until issuance of a Certificate of Compliance by the Commission. A violation of any of these conditions shall constitute reason for enforcement action by the issuing authority:

- a. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
- b. This Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
- c. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, by-laws, or regulations.
- d. The work authorized hereunder shall be completed within three years from the date of issuance of this Order unless either of the following apply:
  - 1) the work is a maintenance dredging project as provided for in the Act; or



BK28671PG516

2) the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance and both that date and the special circumstances warranting the extended time period are set forth in this Order.

e. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least thirty days prior to the expiration date of this Order. In determining whether or not to grant an Extension Permit, the Sudbury Conservation Commission shall review and apply the criteria for extensions of time as set forth in the Regulations.

f. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles or parts of any of the foregoing.

g. No work shall be undertaken until all administrative appeal periods from the date of issuance of this Order have elapsed or, if such an appeal has been filed, until all proceedings before the Department of Environmental Protection have been completed.

h. No work shall be undertaken until the Final Order has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, the final Order shall also be noted on the Land Court Certificate of title of the owner of the land upon which the proposed work is to be done.

The recording information shall be submitted to the Commission on the form at the end of the Order, or other form acceptable to the Commission, within thirty days of the issuance of this Order or prior to the start of construction, whichever is sooner.

i. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words, "Massachusetts Department of Environmental Protection, File #301-613".

j. Where the Department of Environmental Protection is requested to make a determination and to issue a Superseding Order, the Sudbury Conservation Commission shall be party to all agency proceedings and hearings before the Department.

k. Upon completion of the work described therein, the applicant shall forthwith request in writing that a Certificate of Compliance be issued stating that the work has been satisfactorily completed. (See section VI).

l. The work shall conform to the plans and special conditions incorporated in this document.

## **PART II**

### **(required by Sudbury Conservation Commission for all projects)**

a. All work must conform to the plans referenced on page 5-3, the Notice of Intent, and this Order of Conditions. In case of conflict, the requirements in this Order shall prevail.

b. No spoils of construction, construction material, or equipment shall be stored, placed or operated in the wetland resource areas or the wetland buffer zone, except as authorized by this Order of Conditions.

c. The project engineer, contractors, and all subcontractors must be informed of the conditions in this Order.

BK 28671 PG 517

16.a

Packet Pg. 90

- d. A copy of this Order of Conditions and the referenced plans, must be available at all times at the construction site for reference.
- e. The applicant is held responsible for compliance with this Order of Conditions. The Sudbury Conservation Commission shall be notified, in writing, within forty-eight hours of any transfers of title on this property.
- f. This Order of Conditions shall apply to any successor in control, or successor in interest, of the property described in the Notice of Intent and accompanying plans.
- g. The construction site must be maintained in such a manner as to prevent any debris or refuse from entering the wetland resource area.
- h. Used petroleum products from the operation or maintenance of construction equipment shall be collected and disposed of off-site immediately in a manner consistent with all local, state and federal regulations.
- i. Members and agents of the Sudbury Conservation Commission shall have the right to enter and inspect the property to evaluate compliance with the conditions stated in this Order.
- j. Equipment shall be stored in such a manner so no pollutants are introduced into any wetland resource areas, or the 100' wetland buffer zone.

### III. EROSION, SEDIMENTATION, STABILIZATION CONDITIONS

- a. The silt fence and/or haybales shall be properly installed in accordance with the approved plan, as revised, prior to any work on the property.
- b. All erosion and stabilization control measures shall be maintained to ensure their complete effectiveness for the duration of the project. Erosion control must remain in place until the issuance of a Certificate of Compliance, or the Sudbury Conservation Commission deems, in writing, that prior removal of erosion control measures is appropriate.
- c. All stabilization measures and runoff velocity controls shall be constructed in accordance with Soil Conservation Service guidelines and this Order of Conditions.
- d. There shall be no disturbance beyond any designated erosion control barrier.
- e. It is the applicant's responsibility to take additional appropriate measures to control sedimentation into the wetland resource areas.
- f. No wood chips or bark mulch are to be used for permanent stabilization of slopes within 100' of a wetland resource area.

### IV. PLAN MODIFICATIONS:

- a. Any modifications or revisions to the plans referenced, or any new plans, must be submitted to the Commission for review and a determination as to whether a new Notice of Intent is required. If this procedure is not followed, this Order may be amended. No additional work not specifically allowed by this Order shall be accomplished on the site without the approval of the Sudbury Conservation Commission and the appropriate new

BK 28671 PG 518

filings or amendment requests are approved. Amendment procedures as described in the Wetlands Protection Act, the regulations, and the Department of Environmental Protection's Wetlands Program Policies shall be followed.

- b. The Commission reserves the right to require the filing of a new Notice of Intent for any plan changes or submittals for activities that fall under the jurisdiction of the Wetlands Protection Act.
- c. No additional new construction or disturbance of a wetland resource area, as defined in the Wetlands Protection Act and its regulations, or within the 100' wetland resource area buffer zone, not covered by this Order of Conditions, shall be permitted on this site until a determination has been made by the Commission as to whether a new Notice of Intent is required, and the new work or disturbance is incorporated into a new or amended Order of Conditions.
- d. Should the Sudbury Conservation Commission become aware of work on site being accomplished that was not approved as part of the Order of Conditions or subsequent amendments, the Commission reserves the right to require a new Notice of Intent. The plan filed with the new Notice of Intent must be based on an interim as-built plan prepared by a registered engineer. The new Notice must provide a detailed description of the discrepancies between the approved plan and the site conditions to date. The Commission reserves the right to require as part of the interim as-built plan, but not be limited to requiring, new topography survey, new drainage calculations, building footprints, and details or all disturbance within the wetland resource and the 100' wetland buffer zone.

#### V. CERTIFICATE OF COMPLIANCE REQUIREMENTS:

a. Following completion of construction and stabilization of all disturbed areas within 100' of the wetland resources, an as-built plan, signed and stamped by a registered professional engineer or land surveyor in the Commonwealth of Massachusetts shall be submitted to the Commission at the same time as a written request for a Certificate of Compliance, and shall specify how the completed plan differs from that shown on the plans referred to in the Order of Conditions.

The as-built plan shall include all changes or disturbances within the wetland resource area or within the 100' buffer zone of the wetland resource area, including but not limited to changes in topography, elevations of pipe inflow and outfalls, limits of fill and alteration, extent of lawn and landscaping, location of all structures, edge of paved an/or impervious surfaces, changes in vegetation, placement of bounds, edge of wetland resource areas, extent of wetland buffer zone, etc.

b. The Sudbury Conservation Commission will consider issuing status or progress reports for projects under construction provided an interim as-built plan, an engineer's written report, and a site inspection can all be submitted or accomplished.

BK28671PG519

10.99: continued

Issued By Sudbury Conservation Commission

Signature(s)

[Signature]  
Richard C. Beal

[Signature]  
[Illegible]

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

On this 14th day of April 1998, before me personally appeared Deborah Howell, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

[Signature] 3/4/02  
Notary Public My commission expires

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the Department of Environmental Protection to issue a Superceding Order, providing the request is made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form as provided in 310 CMR 10.03(7), within ten days from the date of issuance of this determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and the applicant.

ILLEGIBLE ORIGINAL

Detach on dotted line and submit to the \_\_\_\_\_ prior to commencement of work.

To \_\_\_\_\_ Issuing Authority

Please be advised that the Order of Conditions for the project at \_\_\_\_\_

File Number \_\_\_\_\_ has been recorded at the Registry of \_\_\_\_\_ and

has been noted in the chain of title of the affected property in accordance with General Condition 8 on

\_\_\_\_\_, 19\_\_\_\_.

If recorded land, the instrument number which identifies this transaction is \_\_\_\_\_

If registered land, the document number which identifies this transaction is \_\_\_\_\_

Signature \_\_\_\_\_ Applicant

BK28671PG520

Title	Dated	Signed and Stamped by:	On File with:
Sewage Disposal System			
Design for Lot 2	2/27/98	Thomas Land Sur	Sudbury ConCom

Special Conditions

See attached pages 1-6

BK 28671 PG 520

Title	Dated	Signed and Stamped by:	On File with:
Sewage Disposal System			
Design for Lot 2	2/27/98	Thomas Land	Sur Sudbury ConCom

Special Conditions

See attached pages 1-6

**APPROVAL OF TOWN OF SUDBURY BOARD OF SELECTMEN**

We, the undersigned, being a majority of the Board of Selectmen of the Town of Sudbury, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2016, the Board of Selectmen voted to approve the foregoing Conservation Restriction from James V. Rao and Doreen S. Rao to the Sudbury Conservation Commission pursuant to G.L. c.184 Section 32 and G.L. Chapter 40 Section 8(C).

**BOARD OF SELECTMEN:**

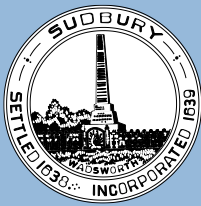
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned notary public, personally appeared the above-named PATRICIA BROWN, ROBERT C. HAARDE and SUSAN N. IULIANO, LEONARD A. SIMON and CHARLES C. WOODARD proved to me through satisfactory evidence of identification, which were \_\_\_\_\_  
\_\_\_\_\_ to be the persons whose names are executed on the preceding or attached document, and acknowledged to me that they executed it voluntarily for its stated purpose before me, as Members of the Town of Sudbury Board of Selectmen

\_\_\_\_\_  
Notary Public:  
My Commission Expires:



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**CONSENT CALENDAR ITEM**

**17: Adopt Order of Taking Trevor Way**

REQUESTOR SECTION

Date of request:

Requestor: Town Counsel

Formal Title: Vote to adopt the Order of Taking for Trevor Way as presented and as shown on a plan entitled: "Roadway Acceptance Plan of Trevor Way in Sudbury, MA", dated March 14, 2016, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, as voted by the October 17, 2016 Special Town Meeting under Article 1, and to award no damages therefor; and further, to authorize the Chair to execute all letters and notices or such other correspondence related thereto.

Recommendations/Suggested Motion/Vote: Vote to adopt the Order of Taking for Trevor Way as presented and as shown on a plan entitled: "Roadway Acceptance Plan of Trevor Way in Sudbury, MA", dated March 14, 2016, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, as voted by the October 17, 2016 Special Town Meeting under Article 1, 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 Trevor Way was voted by the Board on April 5, 2016, and was approved by the 2016 ATM under Art. 26. As the subdivision work was not complete as of the deadline for recording the Order of Taking, the layout was again presented to and approved by the October 17, 2016 STM under Art. 1. All work has been completed and inspected; therefore, the Taking is appropriate at this time in the street acceptance process before recording of documents.

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

11/15/2016 7:30 PM



MIDDLESEX: SS. COMMONWEALTH OF MASSACHUSETTS TOWN OF SUDBURY

Board of Selectmen  
of the Town of Sudbury

ORDER OF TAKING

**TREVOR WAY**

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 October 17, 2016 Special 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 1 of the October 17, 2016 Special 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 Trevor Way (the "Easement Premises") shown on a plan entitled: "Roadway Acceptance Plan of Trevor Way in Sudbury, MA", dated March 14, 2016, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, 121 Boston Post Road, Sudbury, Massachusetts 01776, 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  
\_\_\_\_\_

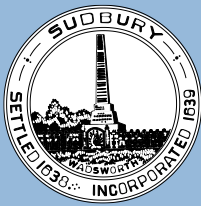
Attachment 17.a: KP-#558309-v1A-rev SUDB -- Order\_of\_Taking\_and\_Exhibit\_A\_(Trevor\_Way) (2055 : Adopt Order of Taking Trevor Way)

SCHEDULE "A"

Property Address	Assessors' Map/Lot #	Owner	Book/Page
8 Trevor Way	K06-0009	Denise C. Rizzo and Louis M. Raneiri	Book 55434, Page 3
12 Trevor Way	K06-0601	Robert A. Lyons and Kathleen L. Lyons	Book 57156, Page 587
11 Trevor Way	K06-0010	Jon R. Collins and Ofelia C. Collins	Book 51696, Page 256
9 Trevor Way	K06-0011	Maillet and Son, Inc.	Book 48668, Page 188

558309.v1A/SUDB/0001

Attachment 17.a: KP-#558309-v1A-rev SUDB -- Order\_of\_Taking\_and\_Exhibit\_A\_(Trevor\_Way) (2055 : Adopt Order of Taking Trevor Way)



## SUDBURY BOARD OF SELECTMEN

Tuesday, November 15, 2016

**CONSENT CALENDAR ITEM****18: Easement acceptance**REQUESTOR SECTION

Date of request:

Requestor: Beth Suedmeyer, Environmental Planner

Formal Title: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 3 of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORM WATER MANAGEMENT SYSTEM" granted by BPR DEVELOPMENT LLC, a Delaware limited liability company with a usual place of business c/o National Development, 2310 Washington Street, Newton Lower Falls, Massachusetts 02462, for stormwater system maintenance purposes upon the property shown as Lot 1 on a plan of land entitled "Subdivision Plan of Land in Sudbury, Massachusetts", prepared by VHB, Inc., dated May 6, 2016, and recorded in the Middlesex South District Registry of Deeds (the "Registry") as Plan No. 1005 of 2016.

Recommendations/Suggested Motion/Vote: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 3 of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORM WATER MANAGEMENT SYSTEM" granted by BPR DEVELOPMENT LLC, a Delaware limited liability company with a usual place of business c/o National Development, 2310 Washington Street, Newton Lower Falls, Massachusetts 02462, for stormwater system maintenance purposes upon the property shown as Lot 1 on a plan of land entitled "Subdivision Plan of Land in Sudbury, Massachusetts", prepared by VHB, Inc., dated May 6, 2016, and recorded in the Middlesex South District Registry of Deeds (the "Registry") as Plan No. 1005 of 2016.

## Background Information:

See memorandum attached dated November 8, 2016 relative to the Meadow Walk grocery store property storm water management. Town Counsel has negotiated and approved the final document. DPW Director, Dan Nason, recommends approval.

Financial impact expected:n/a

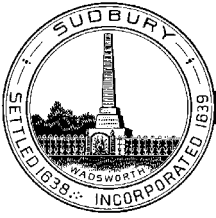
Approximate agenda time requested:

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

11/15/2016 7:30 PM



# Town of Sudbury

*Planning and Community Development Department*

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

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

TO: Board of Selectmen  
FROM: Beth Suedmeyer, Environmental Planner, Planning and Community Development  
Meagen Donoghue, Director, Planning and Community Development  
RE: Request for Acceptance of Easement for Meadow Walk Grocery Store Stormwater Management for November 14, 2016 BOS Meeting  
DATE: November 8, 2016

On April 27, 2016, the Planning Board issued a Decision to grant BPR Development c/o National Development (Owner) a Stormwater Management Permit. The Permit included a condition stating the Owner is responsible for the perpetual maintenance of the storm water management system located on the property.

Furthermore, the Stormwater Management Permit Decision stipulates:

A covenant requiring maintenance of the stormwater management system in accordance with Best Management Practices and the Operation and Maintenance Plan shall be recorded on the Project Site. This covenant shall allow for the placement of municipal liens on the Project Site if the Applicant fails to maintain the system and the Town needs to do so.

As such, through the attached covenant, BPR Development c/o National Development agrees to provide such perpetual maintenance of the stormwater system by imposing restrictive and protective covenants on the property. In the event that the Owner fails to do so, an easement over the property is created to allow the Town, through its Department of Public Works, to perform such maintenance and charge and assess the Owner for the cost.

Town Counsel recommended revisions to the previous form used for stormwater management covenants. They also suggested the Owner grant an easement to the Town to better protect the Town in the event it elects to remedy a failed stormwater system. The grant of easement provides the explicit right of the Town to enter upon private property to conduct inspections and to perform any required work.

We respectfully ask for the Board's acceptance of the easement.

Cc: Dan Nason, DPW Director

DECLARATION OF RESTRICTIVE  
COVENANTS AND GRANT OF EASEMENT  
REGARDING  
STORM WATER MANAGEMENT SYSTEM

This Declaration of Restrictive Covenants and Grant of Easement (this “Restriction”) is made as of this \_\_\_\_\_ day of November, 2016 by BPR DEVELOPMENT LLC, a Delaware limited liability company with a usual place of business c/o National Development, 2310 Washington Street, Newton Lower Falls, Massachusetts 02462, (the “Owner”), in favor of the Town of Sudbury (the “Town”), a Massachusetts municipal corporation, by and through its Board of Selectmen, having an address of 278 Old Sudbury Road, Sudbury, MA 01776.

Whereas, Owner applied to the Sudbury Planning Board for approval of the development of a grocery store known as “Meadow Walk at Sudbury” and related improvements (the “Project”) upon the property shown as Lot 1 on a plan of land entitled “Subdivision Plan of Land in Sudbury, Massachusetts”, prepared by VHB, Inc., dated May 6, 2016, and recorded in the Middlesex South District Registry of Deeds (the “Registry”) as Plan No. 1005 of 2016 (the “Land”); and

Whereas, the storm water management system required to drain storm water relating to the Project is to be located on the Land; and

Whereas, the Sudbury Planning Board’s decision to grant Owner that certain Stormwater Management Permit dated April 27, 2016 (the “Decision”) is contingent upon the Owner being responsible for the perpetual maintenance of the storm water management system located on the Land, including, without limitation, catch basins, detention basins, pipes, drainage swales, recharge basins, basin outlets, sedimentation basins, spillways and other structures, facilities, and/or appurtenances related thereto (as the same may be altered from time to time, the “Storm Water System”); and

Whereas, the Owner agrees to provide such perpetual maintenance of the Storm Water System by imposing restrictive and protective covenants on the Land and by granting an easement over the Land and to allow the Town, by and through its Department of Public Works (“DPW”), having an address of 275 Old Lancaster Road, Sudbury, MA 01776, if Owner fails to do so, to perform such maintenance and charge and assess the Owner for the cost thereof,

Now therefore, the Owner hereby declares the following covenants and grants the following easement:

1. The Owner, and/or its successors and assigns, shall be responsible, at its sole cost and expense, for constructing, installing, maintaining, operating, repairing, and replacing, the Storm Water System located on the Land for the purpose of allowing for the proper and efficient flow of storm water as described in the Best Management Practices and the Operation and Maintenance Plan and the Stormwater Operations and Maintenance Manual entitled “Phase I Meadow Walk at Sudbury: Grocery Store, Sudbury, Massachusetts”, prepared by VHB, Inc. and dated April, 2016, on file with the Town, as the same may be amended or renewed from time to time with the prior written consent of the Town such consent not to be unreasonably withheld,



delayed or conditioned.

2. The Owner hereby grants to the Town the non-exclusive, perpetual right and easement to enter the Land and any and all portions thereof for the purpose of inspecting the Storm Water System to determine compliance with the terms hereof, and to take any and all actions necessary or convenient to abate or remedy any violation hereof upon the terms and conditions set forth herein. Notwithstanding the above, the Town shall have no obligation to take any such actions.

3. In the event of a failure by the Owner to comply with the requirements of this Restriction resulting in the failure of the Storm Water System to function properly, the DPW shall have the right to deliver to the then Owner of the Land a written notice (pursuant to the notice provision below) to remedy said violation specifying the work that is required in order to enable the Storm Water System to function properly and providing for a thirty (30) day time period in which to complete such work. If the remedy is of such a nature that the same cannot be reasonably completed within said thirty (30) day period, then the DPW shall impose such other, additional timeframe upon the Owner as is reasonable under the circumstances. In the event the remedy is not completed in a manner reasonably satisfactory to the DPW within said thirty (30) day period (or such other additional timeframe imposed by the DPW), or the Owner shall fail to commence such remedy within the applicable period, or thereafter fail to prosecute the completion of same with diligence and continuity, then the DPW may, but shall have no obligation to, enter upon the Land and remedy the failure described in its notice as set forth in Paragraph 4 below.

4. In connection with any such entry, the DPW shall use reasonable efforts (a) to give prior notice to Owner of same, except in the case of emergency, and (b) not to unreasonably interfere with the conduct of the business on the Land, or with access to the Land, except to the extent as may be reasonably required in order to prosecute such remedy. DPW shall promptly restore or replace any portion of the areas outside the Storm Water System disturbed in the exercise of its rights hereunder.

Prior to exercising any right to enter the Land under this Restriction, or, in the case of emergency, as soon as is practicable, DPW agrees to carry and keep in effect, at DPW's sole cost and expense, comprehensive general liability insurance covering the Land in commercially reasonable amount in light of the nature of the work to be undertaken which may be included under the Town's so-called blanket or master insurance policy covering other property or insureds in addition to those required hereunder. DPW shall also cause any party performing work on the DPW's behalf on the Land and/or the Storm Water System in accordance with the terms of this Restriction to obtain and keep such insurance prior to entering upon the Land. Any insurance provided for above shall name Owner as additional insured and certificate holder, provided however, that the coverage amounts set forth in the Town's policy of insurance naming the Owner as an additional insured shall be limited \$100,000 as set forth in M.G.L. c. 258.

5. The rights hereby granted to the Town include the right to enforce the obligations of the Owner set forth herein by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violation, including, without limitation, relief requiring repair, maintenance or replacement of the Storm Water System (it being agreed that the Town has no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town. The Town shall have the option to enforce said obligations, but

does not have the obligation to do so. The actual expenses incurred by the Town in abating or remedying any violation hereof and in enforcing the duties of the Owner hereunder shall be paid by the Owner within thirty (30) days after delivery of written notice to Owner by the Town accompanied by reasonable evidence of such expenses, and, if not paid within the time allowed, the Town may recover its costs by means of a municipal lien and/or betterment assessments on the Property in accordance with G.L. Chapter 80 and/or other applicable law. Any election by the Town as to the manner and timing of its right to enforce these covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

6. Within twenty (20) days after written request therefor, DPW shall execute and deliver to the then Owner an estoppel certificate stating that to the best of the DPW's knowledge as of the date of the certificate whether any default has occurred under this Restriction by the Owner, and if there are known defaults, specifying the nature thereof. Notwithstanding anything contained herein to the contrary, the issuance of an estoppel certificate shall in no event subject the Town to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of the DPW to disclose correct and/or relevant information included in any such estoppel certificate, but the DPW shall be estopped from claiming or enforcing hereunder any then-existing default not set forth in such certificate, the same, if any, being waived upon the issuance of any such certificate.

7. No amendment, release or rescission of this Restriction shall be effective without the written approval of the Town.

8. This Restriction shall run with the land and shall bind and inure to the benefit of the owners of the Property and their respective successors and assigns.

9. The covenants and obligations contained herein are for the benefit of and enforceable by the Town in perpetuity. The Owner acknowledges that said covenants, as they are held by the Town, constitute perpetual restrictions held by a governmental body, as those terms are defined in G.L. c. 184, §26, and are thus not subject to G.L. c. 184, §§27-30, and, in any event, shall be enforceable for a term of at least 99 years.

10. The Owner, its successors and assigns, solely during the period of its and their respective ownership of the Land, shall defend, indemnify and hold the Town harmless from any and all claims, damages, losses, costs and liabilities, including, without limitation, reasonable attorneys' fees, relating to the Storm Water System and/or the Owner's actions taken or the Owner's failure to take action as may be required under this Restriction, excluding in any event from the foregoing indemnity, any matter arising from the negligence or willful misconduct of the Town.

11. The Owner agrees to record this Restriction with the Middlesex South District Registry of Deeds within twenty (20) business days after the date hereof, but the failure to do so shall not affect the validity hereof. The Owner further agrees to provide the Town with a copy of the recorded Restriction within seven (7) business days after its recording.

12. All notices required or permitted hereunder shall be in writing and addressed to the parties as set forth above or at such other addresses as the parties may designate from time to time by notice given in accordance with the terms hereof. Notices may be given by hand

delivery, or by recognized overnight delivery service, including the U.S. Postal Service, and shall be deemed given upon receipt in hand, or one (1) business day after deposit with such overnight delivery service, as applicable.

13. The Owner agrees to obtain from any mortgagee having a mortgage on the Land as of the date hereof a subordination to this Restriction, stating that such mortgages shall be subject to this Restriction. Such subordinations shall be obtained and recorded promptly.

14. The recitals stated in the preamble of this Restriction are incorporated herein in their entirety.

[End of text. Signatures on next page.]

Executed under seal as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

BPR DEVELOPMENT LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Real Estate Signatory

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared the above-named \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

Attachment 18.b: STORMWATER COVENANT(Final) (2074 : Easement acceptance)

ACCEPTANCE OF EASEMENT

On this    day of           , 2016, the Town of Sudbury, acting by and through its Board of Selectmen pursuant to the provisions of G.L. c. 83, §4, Article XII s. 3 of the Sudbury General Bylaws, and any other enabling authority, hereby accepts the foregoing Grant of Easement.

TOWN OF SUDBURY,

By Its Board of Selectmen

\_\_\_\_\_  
Susan N. Iuliano, Chairman

\_\_\_\_\_  
Charles C. Woodard, Vice Chairman

\_\_\_\_\_  
Patricia Brown, Member

\_\_\_\_\_  
Robert C. Haarde, Member

\_\_\_\_\_  
Leonard A. Simon, Member

566135.v.1/SUDB/0001

Attachment 18.b: STORMWATER COVENANT(Final) (2074 : Easement acceptance)

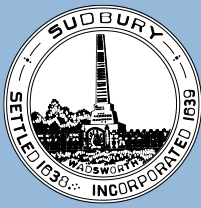
**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared \_\_\_\_\_, member(s) of the Sudbury Board of Selectmen, proved to me through satisfactory evidence of identification which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he/they signed it voluntarily for its stated purpose on behalf of the Town of Sudbury.

\_\_\_\_\_  
Notary Public  
My commission expires:

Attachment 18.b: STORMWATER COVENANT(Final) (2074 : Easement acceptance)



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 15, 2016

**CONSENT CALENDAR ITEM**

**19: Minutes approval**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 11/1/16.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 11/1/16.

Background Information:  
attached draft

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/15/2016 7:30 PM