

SUDBURY BOARD OF SELECTMEN TUESDAY AUGUST 8, 2017 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
			Reports from Selectmen
			Citizen's comments on items not on agenda
			TIMED ITEMS
1.	7:35 PM	VOTE / SIGN	To discuss and potentially sign a lease between the Sudbury Historical Society and the Town of Sudbury for the Loring Parsonage for the purpose of the Sudbury Historical Museum.
			PUBLIC HEARING
2.	7:45 PM	VOTE / SIGN	As the Local Licensing Authority, vote on whether to approve the application of SRG Restaurant of Sudbury, LLC. d/b/a Oak Barrel Tavern, 528 Boston Post Rd., Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Richard P. Lanza, Manager.
3.	8:00 PM	VOTE	Public Hearing pursuant to MGL Chapter 140 Section 157 to determine whether Lisa Burke of 39 Poplar Street has complied with Board's June 14, 2017 order to restrain the dangerous dog owned and/or kept by Ms. Burke in the Town of Sudbury, and/or to determine whether all or any portion of said order should be modified or withdrawn or if any additional conditions should be imposed.
			MISCELLANEOUS
4.		VOTE / SIGN	As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for Oak Barrel Tavern, 528 Boston Post Road, as requested in an application dated July 13, 2017, subject to conditions put forth by the Fire Department and Building Department.
5.		VOTE	Acting as Co-Trustees, vote to accept that the Board of Selectmen approve the following expenditure limits for the Town Trust Funds for fiscal year 2018: Goodnow Library \$25,000; Cheri-Anne Cavanaugh \$2,000; Discretionary \$2,500; September 11th Memorial \$7,500; Perpetual Care \$40,000; for a total of \$77,000.

Item#	Time	Action	Item
6.			To discuss potential administrative office options with the Future Relocation of SPS Administration Subcommittee of the School Committee for Sudbury Public Schools.
7.		VOTE	Review and execution of an Access Agreement to BPR Sudbury Development to construct improvements to Boston Post Road, including an interceptor signal to control traffic.
8.		VOTE	Vote to call a Special Town Meeting to be held on Monday, October 16, 2017, at 7:30 p.m. in the Lincoln-Sudbury Regional High School Auditorium, and to open the Warrant commencing August 9, 2017, and to close the Warrant for said Special Town Meeting on Thursday, August 31, 2017 at 5:00 p.m.
9.			Citizen's Comments (cont)
10.			Discuss future agenda items
			CONSENT CALENDAR
11.		VOTE	Vote to allow the Town Manager to enter into a contract with First Student for the busing of Sudbury students to Assabet Valley Regional High School.
12.		VOTE	Vote whether to approve the Town Manager's appointment of Kay Bell to the Disability Commission for a term ending May 31, 2020.
13.		VOTE / SIGN	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 STORMWATER MANAGEMENT SYSTEM" granted by Maynard Road – HP, LLC, for stormwater system maintenance purposes upon the property shown as "Plan of Land Lots E & F Maynard Road in Sudbury, Mass." By Connorstone Engineering, Inc., dated: April 6, 2017 that is recorded with the Middlesex South Registry of Deeds as Plan No. 505 of 2017.
14.		VOTE	Vote to authorize the Town Manager to sign a proposal between the Town and Capital Environmental, LLC for environmental engineering services to be performed relative to the classification and off-site management of stockpiled material at the DPW as outlined in the proposal dated June 12, 2017 with a not-to-exceed amount of \$98,550.
15.		VOTE	Vote to grant a special permit to Myke Farricker, Committee Co-Chair, to hold a "Ride to Defeat ALS" (formerly "Positive Spin for ALS") bike ride on Sunday, September 24, 2017, from 7:00 a.m. through approximately 4:00 p.m., following the same route as in previous years, subject to Police Dept. safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the race's conclusion.
16.		VOTE	Vote to grant a special permit to Ronald Nix, Vice-President, St. Anselm Conference of the Society of St. Vincent de Paul, to hold a "Walk for the Poor" on Sunday, October 1, 2017, from 11:00 a.m. through approximately 2:00 p.m., subject to Police Department safety requirements, proof of insurance coverage and the assurance

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			that any litter will be removed at the race's conclusion.
17.		VOTE	Vote to Grant a Special Permit to AMVETS Post 79, to hold the Amputee Veteran Motorcycle Ride on Saturday, August 26, 2017, from 10:00 A.M. through approximately 12:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the ride's conclusion.
18.		VOTE / SIGN	Vote to enter into the Town record and congratulate Fady Gemayel, Ben Short and Patrick O'Beirne of Troop 60 for having achieved the high honor of Eagle Scout.
19.		VOTE	Vote to approve the regular session minutes of July 18, 2017.



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

TIMED ITEM

1: Loring Parsonage Lease

REQUESTOR SECTION

Date of request:

Requestor: Jim Kelly, Combined Facilities Director

Formal Title: To discuss and potentially sign a lease between the Sudbury Historical Society and the Town of Sudbury for the Loring Parsonage for the purpose of the Sudbury Historical Museum.

Recommendations/Suggested Motion/Vote: To discuss and potentially sign a lease between the Sudbury Historical Society and the Town of Sudbury for the Loring Parsonage for the purpose of the Sudbury Historical Museum.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Sally Hild, Sudbury Historical Society Director

Review:

Patty Golden Pending
Melissa Murphy-Rodrigues Pending
Barbara Saint Andre Pending
Robert C. Haarde Pending
Board of Selectmen Pending

oard of Selectmen Pending 08/08/2017 7:30 PM

TOWN OF SUDBURY LEASE AGREEMENT

1.	SUMMARY	
1.1	Key Terms	
	DATE OF LEASE:	, 2017
	LANDLORD:	Town of Sudbury
	LANDLORD'S ADDRESS:	Flynn Building 278 Old Sudbury Road Sudbury, MA 01776
	TENANT:	The Sudbury Historical Society, Inc., a Massachusetts nonprofit corporation
	TENANT'S ADDRESS:	Prior to Date of Occupancy: Sudbury Upper Town Hall 322 Concord, Road, Sudbury, MA 01776
		After Date of Occupancy: 288 Old Sudbury Road Sudbury, MA 01776
	PROPERTY:	The parcel of land with the buildings and other improvements thereon as shown on the "Existing Conditions Plan, Portion of Assessor's Map H09-Lot 62" dated February 24, 2016, attached hereto, located at 288 Old Sudbury Road, Sudbury, Massachusetts known as the Loring Parsonage.
	BUILDING:	The building located on the Property, containing 3,100 square feet, more or less.
	PREMISES:	The Property and the Building as described above.
	DATE OF OCCUPANCY:	The first day after the date upon which the Premise

has been issued a certificate of occupancy by the Sudbury Building Inspector, unless another date is mutually agreed upon by the Landlord and the

Tenant.

LEASE COMMENCEMENT DATE: Date of Occupancy

2. PREMISES

- 2.1 <u>Premises</u>. Landlord does hereby demise and lease unto Tenant the Premises, as described in Section 1.1 above, for Tenant's exclusive use.
- 2.2 <u>Pre-occupancy Improvements to the Premises</u>. Landlord and Tenant (collectively, the "Parties") acknowledge and agree that the Premises must undergo significant construction, renovation and improvements (collectively, the "Improvements") before the Date of Occupancy and that the Improvements must be substantially complete and a certificate of occupancy must have been issued before the Tenant may commence its occupancy hereunder.

The Sudbury Permanent Building Committee (the "Committee") shall be responsible for all decisions relating to the Improvements. However, the Committee shall seek the advice and participation of the Tenant to the extent reasonably practicable regarding such decisions. All work related to the Improvements shall be performed in a good and workmanlike manner using new materials in compliance with all applicable laws.

- 2.2.1 <u>Funding of the Improvements</u>. The Improvements shall be funded by a combination of sources including the following:
 - i. Grant from Massachusetts Office of Tourism- \$290,000 (Recipient is the Tenant; Funds donated to and accepted by the Landlord);
 - ii. Donation from Harry Rice Trust- \$171,000 (Recipient is the Landlord);
 - iii. Donation from Wood-Davidson House- \$76,000 (Recipient is the Landlord);
 - iv. Appropriation from Sudbury Community Preservation Fund (2016)- \$400,000 (Recipient is the Landlord);
 - v. Additional appropriations from the Sudbury Community Preservation Fund may be requested;
 - vi. All Rremaining Required Ffunding toshall be raised by Tenant and donated to the Landlord.

Notwithstanding the foregoing, the Improvements shall not commence unless and until sufficient funds for the Improvements, including all estimated costs and expenses, together with a contingency of not less than 10% of the estimated costs has been raised and is available for expenditure. Tenant shall be solely responsible for any unanticipated expenses or cost overruns related to the Improvements. Landlord shall have the right to terminate this lease without liability if sufficient funding for the Improvements is not received and available for expenditure by

Any sums donated to Landlord shall be the subject of a donation agreement or similar instrument documenting the source of such donation and the allowable uses of such funds and other necessary or appropriate matters.

- 2.2.2 <u>Procurement of the Improvements</u>. The Landlord shall be responsible for procuring and contracting for all goods and services necessary for the Improvements in accordance with applicable law.
- 2.2.3 Upon request by Tenant, the Landlord shall give reasonable consideration to allowing Tenant to perform and/or procure and contract for goods and services for particular Improvements. No Improvements shall be performed or procured by Tenant without the written consent of Landlord, and no such consent shall be provided by Landlord if the requested performance and/or procurement and contracting for any particular Improvements would violate or otherwise be inconsistent with applicable law.
- 2.2.4 <u>Post-occupancy Improvements</u>. The Parties acknowledge and agree that the Improvements may be performed in one or more phases or, Improvements other than those required before a certificate of occupancy may issue may be performed after the Date of Occupancy. Unless otherwise agreed in writing, any such additional post-occupancy Improvements shall remain subject to the provisions of this Section 2.2.
- 2.3 <u>Delivery of the Premises</u>. Upon the Date of Occupancy, the Premises shall be delivered to Tenant, and Tenant shall accept the Premises, in their then present condition, "AS IS," it being agreed that Tenant will have had an opportunity to examine and inspect the Premises, and accept the Premises without any representation or warranty of any kind or nature, express or implied, in fact or by law, on the part of Landlord and without recourse against Landlord. Notwithstanding the above, Landlord shall use its best efforts to pursue and otherwise enforce the provisions of any contract relating to the Improvements with regard to warranties for workmanship, defects, and so-called "punch-list" items to the extent reasonably necessary. Landlord may, upon request of Tenant, assign to Tenant any such warranties provided to Landlord to the extent permitted by the terms of such warranties. Notwithstanding the foregoing, the Improvements shall be delivered free of mechanic's liens and free from defects in materials and workmanship.
- 2.4 <u>Permitted Uses</u>. Tenant shall use the Premises as a history center and museum to display artifacts, materials and programs appropriate to the study of American history and Native American history and the history of New England and Sudbury and for uses ancillary thereto (the "<u>Permitted Uses</u>"). Ancillary uses shall include, without limitation, a Town Visitor Center and hall and room rentals for private functions and meetings. Landlord also agrees that Tenant shall be permitted to charge entry, symposium and program fees to raise operating revenue.

3. TERM OF LEASE

This Lease shall be for a term of 30 years commencing on the Lease Commencement date as defined in Section 1.1 above and expiring on the thirtieth anniversary thereof (the "<u>Term</u>"). A "<u>Lease Year</u>" shall be each successive twelve month period commencing on the Lease Commencement Date and every anniversary thereof.

4. <u>RENT</u>

- 4.1 <u>Payment of Rent</u>. Tenant covenants and agrees to pay Landlord, without notice or demand therefor and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, the "Rent" as such terms are defined below.
- 4.2 <u>Base Rent</u>. Commencing on the Lease Commencement Date, Tenant shall pay rent in the amount of One Dollar per year (the "<u>Base Rent</u>"), Landlord acknowledging that Tenant will have funded a significant portion of the cost of the Improvements, and Tenant's Proposed Use will be of significant benefit to the Town of Sudbury and its citizens.
- 4.3 Additional Rent. Commencing on the Lease Commencement Date, Tenant shall pay any real estate and/or personal property taxes, levies, betterments or assessments, fees or charges that are assessed or chargeable during the Term of this Lease, that are attributable to the Premises, Tenant's use and/or operation thereof, and/or Tenant's personal property located on the Premises, as "Additional Rent." Tenant shall pay Additional Rent promptly, before any fine, penalty, interest, or cost may be added for nonpayment and shall furnish to Landlord, on request, official receipts or other satisfactory proof evidencing such payment. Base Rent and Additional Rent are referred to, together, as "Rent."
- 4.4 <u>Capital Expenses</u>. Landlord shall be responsible for the cost of the following repairs and improvements to the Premises: (i) all necessary structural repairs and replacements to the load-bearing walls and foundations; (ii) repair and replacement of the roof; (iii) the non-routine repair, and replacement of mechanical systems for supplying electricity, gas, hot water, heat and air conditioning, and (iv) any other cost that can be capitalized in accordance with Generally Accepted Accounting Principles ("GAAP").

5. UTILITIES

- 5.1 <u>Delivery of Utilities.</u> Landlord shall not be responsible for providing or paying for utilities to the Premises other than <u>electricity</u>, <u>gas</u>, potable water, sewer and rubbish disposal. Tenant agrees to pay promptly, as and when the same become due and payable, all charges for telephone, cable television, internet, and other utilities supplied to the Premises during the Term. If Tenant fails to pay the foregoing, Landlord shall have the right, but not the obligation, to pay the same, and Tenant shall reimburse Landlord promptly upon demand for all costs, expenses and other sums of money in connection therewith, with interest, as Additional Rent.
- 5.2 <u>Additional Utilities</u>. Tenant shall be responsible for providing and paying for any additional utilities and/or equipment as Tenant may need for its use of the Premises, and installing, maintaining, repairing, and/or replacing the same. Before Tenant installs any additional utilities and/or makes any capital or structural changes to the Premises to accommodate any utilities, Tenant shall obtain the prior written consent of Landlord and shall install the same in conformity with plans and specifications provided by Tenant and approved by Landlord in accordance with applicable requirements of Section 2.2 above, said consent not to be unreasonably withheld.

6. ALTERATIONS, IMPROVEMENTS

- 6.1. <u>Construction of Improvements</u>. After the Date of Occupancy, Tenant shall not make any alterations, improvements, additions, repairs, replacement, deletions or other changes to the Building or the remaining Premises, (the "<u>Alterations</u>"), without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Landlord acknowledges that Tenant desires to expand or add an additional structure on the Leased Premises. Tenant shall submit for Landlord's review plans and specifications showing the Alterations in detail and such other information as Landlord may reasonably request at least 30 days prior to undertaking the same, and obtain the Town's written approval thereof, which approval shall not be unreasonably withheld, conditioned or delayed. Any Alternations shall at all times be in accordance with the applicable requirements of Section 2.2 above.
- 6.2 <u>Liens and Encumbrances</u>. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Property, including the Premises, for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to Landlord within 30 days after Tenant receives notice of filing of same. In connection with the foregoing, Tenant shall indemnify, save, defend, and hold harmless Landlord from and all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. If Tenant fails to discharge such liens within such period or fails to furnish security therefor, Landlord may, but shall not be obligated to, discharge the same, and Tenant shall reimburse Landlord promptly upon demand for all costs expenses in connection therewith as Additional Rent.
- 6.3 <u>Insurance for Tenant's Work.</u> Tenant shall have and maintain in force general liability and property insurance, builder's risk insurance covering Landlord, and workmen's compensation insurance affording applicable statutory coverage and containing statutory limits. All such policies shall comply with the provisions of Section 10 hereof.
- 6.4 Ownership of Improvements. All fixtures and structural and/or capital Alterations made by Tenant shall be donated to Landlord and shall become the exclusive property of Landlord upon completion. All nonstructural Alterations made by Tenant shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such Alteration, provided that removal does not damage the Premises or Tenant restores the Premises to the condition it was in prior to such Alteration.
- 6.5 <u>Inspection of Improvements</u>. Landlord's representatives may enter upon the Premises from time to time on reasonable notice to Tenant for the purpose of inspecting the Alterations being constructed by Tenant, and such entry shall not be construed to be a violation of Tenant's right to exclusive possession of the Premises. At final completion of any Alteration, Landlord shall have the right to inspect the work to determine material conformity with the approved plans, and may direct Tenant to perform such additional work as may be necessary to conform to said plans.

7. USE OF PREMISES

- 7.1 Permitted Uses. Tenant shall use the Premises solely for the Permitted Uses. Tenant shall keep the Premises in good order, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit Tenant's servants, agents or invitees to commit waste to the Premises. Tenant agrees not to erect any signs on the Premises, including the exterior of the Building, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall not engage in or otherwise allow any activity on the Premises that would constitute a violation of applicable conflict of interest law (see G.L. c. 268A).
- 7.2 <u>Parking</u>. Landlord shall make reasonable accommodations to Tenant to make property owned or controlled by the Town of Sudbury available for the non-exclusive use of the Tenant, its employees, agents, invitees, visitors and guests.
- 7.3 <u>Compliance with Laws, Regulations, and Codes</u>. Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, offensive, or contrary to any federal, state or local law, regulations, codes and ordinances, including, but not limited to, those that relate to health and safety and those of the Board of Fire Insurance Underwriters.
- 7.4 Hazardous Substances. Landlord represents and warrants to Tenant that the Property will be delivered on the Date of Occupancy free of Hazardous Substances (defined below) and in compliance with all Environmental Laws (defined below). Tenant shall not bring onto, store, release, dispose or threaten the release on or from the Property any oil or other fluids or other substances that are defined as hazardous, toxic, inflammable, combustible or explosive material, chemical, or substance, including without limitation any item defined as hazardous ("Hazardous Substances") pursuant Chapter 21E of the Massachusetts General Laws and federal and other applicable federal and state laws, laws, rules, regulations and/or codes (the "Environmental Laws") except those substances commonly used and stored in residences in such quantities as are typical of single family dwellings in the Town of Sudbury. Tenant shall defend, indemnify and hold harmless Landlord, and those claiming by, through and under Landlord, from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of the presence, release or threatened release of Hazardous Substances on or from the Property which is caused or exacerbated by Tenant, its agents, employees, contractors, representatives, or invitees (with Tenant, the "Tenant Parties") and/or for violating any of the Environmental Laws. Landlord shall have no responsibility to Tenant or any of the other Tenant Parties for the presence of Hazardous Substances on the Premises, or be required to abate or remediate the same. The provisions of this Section shall survive the expiration or earlier termination of the Lease
- 7.5 <u>Compliance with Landlord's Rules and Regulations</u>. Tenant and the other Tenant Parties shall observe and comply with all reasonable rules and regulations as established from time to time by Landlord with respect to the manner of conducting business in the Premises and the upkeep and the use of the Premises.
- 7.6 <u>Assignment and Subleasing</u>. Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "<u>Transfer</u>") this Lease without Landlord's prior

written consent, which may be withheld in Landlord's sole discretion. Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Landlord's right to terminate this Lease upon any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

8. MAINTENANCE; REPAIRS

8.1. Tenant's Responsibility. Tenant shall be responsible for maintaining the Premises in good and clean condition and order at its sole expense. Without limiting the foregoing, Tenant shall keep the Building, including, without limitation, the electrical fixtures, windows, halls, stairwells, lavatories and all other areas of the Building, all pipes, wiring and lighting, all plumbing and utility lines serving the Premises, the heating and ventilating system and the fire protection equipment and systems serving the Building, the roof, exterior walls and foundations of the Building, in good and safe order, condition and repair, reasonable wear and tear and damage by fire or other casualty excepted. Tenant shall also, at its expense, arrange for indoor custodial services and keep the Premises in clean and orderly condition, free of dirt and rubbish.

Except as otherwise set forth herein, all costs, expenses and obligations of any kind relating to the maintenance of the Premises, including without limitation all alterations, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the Term, shall be paid by Tenant at Tenant's sole cost and expense.

Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant.

- 8.2 <u>Landlord's Responsibility</u>. Landlord shall be responsible for removing snow and ice from the Premises, including all sidewalks, walkways, and parking areas serving the Premises. Landlord shall be responsible for the landscaping of the Premises (including, without limitation, cutting the grass and any trimming of trees and bushes). Landlord shall be responsible for the cost of disposal of trash collected from the Premises (to be deposited by Tenant in dumpsters provided by Landlord on or reasonably near the Premises) but not for custodial services or collection of trash within the Premises.
- 8.3 <u>Inspection</u>. Without limiting Landlord's rights to access the Premises under other provisions of this Lease, Landlord hereby specifically reserves the right to conduct an annual inspection of the Premises. Landlord shall provide Tenant with a minimum notice of 24 hours, and not interfere unreasonably with Tenant's use of the Premises. Landlord may provide Tenant with a report of such assessments and list of repairs or maintenance that Landlord reasonably determines need to be made.
- 8.4 <u>Tenant's Failure to Maintain</u>. If any maintenance, repair and/or replacements is required to be made by Tenant pursuant to the terms hereof and Tenant fails to cure the same within 30 days after notice by Landlord (or, in the event of an emergency, with such notice as is

practicable), Landlord shall have the right (but shall not be obligated) to make such repairs, replacements or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the cost thereof to Tenant as Additional Rent, which, if not paid within 30 days from the presentment of invoices therefore, shall bear interest at 10% per annum.

9. INDEMNIFICATION, RELEASE

- 9.1 <u>Indemnification</u>. (a) Tenant shall defend, indemnify and hold harmless Landlord against and from any and all claims, actions, damages, losses, liabilities, penalties, costs and expenses (including without limitation reasonable legal fees) (collectively, "<u>Claims</u>") which may be imposed upon or incurred by or asserted against Landlord, its elected officials, board or members thereof, employees, agents, contractors or representatives (collectively, the "Landlord Parties") by reason of any of the following occurrences: (i) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with; (ii) any act, omission, negligence or willful misconduct on the part of any of the Tenant Parties; (iii) any accident, injury or damage to any person or property occurring on or about the Property; and/or (iv) any work done or action taken in, on or about the Premises or any part thereof by Tenant or any of the other Tenant Parties.
- (b) If Landlord obtains separate counsel due to reasonable concerns that its interests and that of Tenant may be adverse or that counsel provided by Tenant may have a conflict in interest or is not providing effective representation of Landlord, then the reasonable expenses of such separate counsel shall be at Tenant's expense.
- (c) Except as set forth in this Lease, this Lease is made on the express condition that Landlord shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, specifically including any injury or death to the person or harm to the property of Tenant or any of the Tenant Parties, at any time on or about the Property, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Premises, except to the extent the same occurs as a direct result of the negligence or wrongful act of any of the Landlord Parties.
- (d) Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord for any Claims to the extent such Claims are caused as a direct result of the negligence or willful misconduct of any of the Landlord Parties.
- (e) The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim.
- 9.2 <u>Release</u>. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant or any person claiming by, through or under Tenant. Without limitation, Tenant agrees

that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

9.3 <u>Survival</u>. The provisions of this Section 9 shall survive the expiration or termination of this Lease.

10. INSURANCE

- 10.1 <u>Property Insurance</u>. Landlord shall obtain and keep in force during the Term, "allrisk" property insurance coverage insurance on the Building and other improvements on the Premises, including, but not limited to, machinery and boilers, naming Landlord as the insured, and otherwise in the customary form for property insurance coverage of buildings of similar character in the Primary Metropolitan Statistical Area that includes the Town of Sudbury, naming Tenant as an additional insured. The amount of such insurance will be set forth on an "agreed amount endorsement" to the policy of such insurance and will not be less than 100% of the full replacement value of the improvements on the Premises, including the Building, as determined from time to time. Tenant shall reimburse Landlord for the cost of such insurance within thirty days of receipt of an invoice provided by the Landlord.
- 10.2 <u>Liability Insurance</u>. Throughout the Term of this Lease, Tenant shall maintain, for the benefit of Landlord and Tenant, and naming Landlord as an additional insured, the following insurance: (i) commercial general liability insurance, written on an occurrence basis, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant, including, without limitation, coverage for contractual liability and broad form property damage, with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises; and (ii) excess liability (so-called umbrella) coverage having a limit of Five Million Dollars (\$5,000,000.00) written on an occurrence basis. Such liability insurance shall be primary and not contributing to any insurance that Landlord may maintain.
- 10.3 Personal Property. Tenant agrees that Landlord shall have no responsibility or liability, and Tenant assumes all the risk, for any loss or damage or injury to from any cause whatsoever, including theft, vandalism, fire or other casualty or otherwise of fixtures, improvements, or other personal property of Tenant. Tenant agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant insured against loss or damage by fire with the usual extended coverage endorsements.
- 10.4 <u>General Requirements</u>. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts and having an A.M. Best's rating of at least B+. Tenant shall require all insurers to provide Landlord with at least thirty days' written prior to terminating the policy or reducing the coverage. Without limiting Landlord's other rights under any other provisions of

this Lease, if Tenant shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period of ten days following written notice by Landlord to Tenant thereof, then Landlord, without further notice to Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand. Tenant agrees that upon Landlord's reasonable request, Tenant shall increase the limits of any of the above-mentioned insurance so as to comparable to insurance generally maintained at the time in question for similar properties in Massachusetts.

10.5 <u>Waiver</u>. Tenant hereby waives any and all rights of recovery which it might otherwise have against Landlord, its agents, employees and other persons for whom Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible. The provisions hereof shall survive the expiration or termination of this Lease.

11. CASUALTY; EMINENT DOMAIN

- (a) If all or such portion of the Premises is destroyed or damaged by fire or other casualty, or taken by any public or quasi-public agency or authority other than Landlord by right of eminent domain, such that Tenant is unable to use the Premises in a manner comparable to Tenant's use prior thereto, either Landlord or Tenant may elect to terminate this Lease, without recourse, except for any obligation stated hereto to survive. Any such termination shall be effective 30 days after the date of notice thereof.
- (b) If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Tenant shall proceed with reasonable diligence to repair and restore the Premises, or what remains thereof in the case of a partial taking, to its condition prior to such caualty/taking. Tenant acknowledges and agrees that in no event shall Landlord be liable for any injury, harm or any other loss, cost, expense, demand, claim, or have any obligation to repair, replace, improve, restore and/or rebuild, any damage of any kind or nature whatsoever to the Premises, the Building or any portion thereof caused by an eminent domain taking or by fire, flood or other casualty.
- (c) In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, and Tenant shall deliver such further assignments and assurances thereof as Landlord may from time to time request. Tenant hereby irrevocably designates and appoints Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's fixtures or Improvements installed in or as a part of the Premises by Tenant or at Tenant's expense and for relocation expenses, provided that such action shall not affect the

amount of compensation otherwise recoverable hereunder by Landlord from the taking authority. The provisions hereof shall survive the expiration or termination of this Lease.

12. TERMINATION; DEFAULT

- Default. This Lease may be terminated by Landlord if Tenant does not comply with the terms of this Lease, after the expiration of any cure period set forth herein: (i) nonpayment of Rent and any other payments required by this Lease, if such fee or payments remains unpaid for more than ten business days after receipt of written notice of such failure to pay from Landlord; (ii) failure to carry or maintain the insurance and bonds required hereunder, if the same is not cured within ten business days after receipt of written notice of such failure from Landlord; (iii) Tenant is declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors and any of the same is not resolved or dismissed within ninety days, or (iv) Tenant's failure to perform any other term or condition under this Lease within thirty days after receipt of written notice from Landlord specifying the failure, unless Tenant cures such failure within such 30-day notice period, provided, however, that if the failure cannot reasonably be cured within such 30-day period and Tenant has promptly commenced, and is diligently pursuing, a cure to Landlord's reasonable satisfaction, the period of time for Tenant to complete such cure shall be extended to sixty days from the date of Landlord's notice. If Tenant remains in default beyond such 60-day period, Landlord may terminate this Lease and exercise any and all rights and remedies available to it under this Lease, and at law and equity.
- 12.2 <u>Remedies</u>. In the event of Tenant's default, Landlord shall have the right, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended and remove Tenant's property therefrom if Tenant fails to promptly remove the same, without prejudice to any remedies which might be otherwise be available to Landlord. Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditure or incurs any obligations for the payment of money in connection with Tenant's default, such sums shall be paid by Tenant promptly as Additional Rent.
- 12.3 Reimbursement. In the event of a default by Tenant that is not timely cured following notice thereof as specified in this Lease and the enforcement of which Landlord prevails, Tenant shall reimburse Landlord for all reasonable documented costs associated with the enforcement of this Lease, or any and all provisions therein, including but not limited to all reasonable attorneys' fees and court costs. Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all reasonable documented costs and expenses, including reasonable attorneys' fees, incurred by Landlord if Landlord prevails in enforcing this Lease from and after Tenant's default. Without limiting any of Tenant's rights and remedies hereunder, it is expressly agreed that Tenant shall be entitled to recover from Landlord all reasonable documented costs and expenses, including reasonable attorneys' fees, incurred by Tenant if Tenant prevails in enforcing this Lease from and after Landlord's default, subject to appropriation.
 - 12.4 <u>Survival</u>. The provisions of this Section shall survive the expiration or earlier

termination of this Lease.

13. MISCELLANEOUS

- 13.1. <u>Changes in Lease</u>. None of the terms of this Lease shall in any manner be modified, amended, or waived except by a written instrument signed by duly authorized representatives of both parties.
- 13.2. <u>Notice</u>. Every notice required by or given under this Lease shall be delivered, mailed by recognized overnight courier that provides evidence of delivery, or mailed with postage prepaid, return receipt requested, certified mail, to the party at the address set forth in Section 1 or to such other address as a party may request in writing.
- 13.3. <u>Quiet Enjoyment</u>. Landlord hereby warrants and covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, or by any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through or under Landlord, except as herein provided.
- 13.4. <u>Landlord's Entry</u>. Landlord or its agents may, at reasonable times and without interfering with Tenant's business operations, enter the Premises from time to time to make repairs or to inspect the Premises and to comply with any applicable laws, rules, codes, bylaws or regulations. Landlord shall give Tenant a minimum of 24 hours notice for such visits, provided however that, in the event of an emergency, Landlord may enter the Premises and provide Tenant with such notice as is practicable.
- 13.5. <u>Yield Up at Termination of Lease</u>. Tenant shall at the expiration or other termination of this Lease promptly remove all Tenant's effects from the Premises. Tenant shall deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted and fire and other casualty excepted.
- 13.6. <u>Holding Over</u>. If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance by Landlord of any payments made under this Lease, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month, which occupancy or use may at any time be terminated by either party by 1 month's written notice to the other party.
- 13.7. <u>Severability</u>. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

- 13.8. <u>Integration</u>. All prior understandings and agreements between the parties with respect to this Lease are merged within this Lease, which alone fully and completely sets forth the understanding of the parties.
- 13.9. <u>Bind and Inure</u>. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns.
- 13.10. Enforcement of Landlord's Liability. Anything contained in this Lease to the contrary notwithstanding, Landlord's liability under this Lease shall be enforceable only out of Landlord's interest in the Premises; and there shall be no other recourse against, or right to seek a deficiency judgment against, Landlord, nor shall there be any personal liability on the part of Landlord or any board, officer, employee or agent of Landlord, with respect to any obligations to be performed hereunder. In no event shall Landlord or Tenant be liable to the other for any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this Lease.

Anything contained in this Lease to the contrary notwithstanding, no member, shareholder, director, officer, employee or agent of Tenant shall ever be personally liable for any of the covenants or agreements, express or implied, hereunder; the Tenant's covenants and agreements shall be binding upon the Tenant only.

- 13.11. <u>Captions</u>. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.
- 13.12. <u>Brokers</u>. Landlord and Tenant each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Lease. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Lease or the negotiation therefor.
- 13.13. <u>Waiver</u>. The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.
- 13.14. <u>Disclosure of Beneficial Interests in Real Property</u>. Tenant shall have complied with the disclosure provisions of G.L. c. 7C, §38, and Landlord and Tenant agree to diligently pursue full compliance with said statute. Tenant hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L. c. 7C, §38;
- 13.15 <u>Massachusetts Law Governs</u>. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or

other claims pertaining or relating to this Lease shall be brought within the courts of the Commonwealth of Massachusetts.

13.16. <u>Notice of Lease</u>. Landlord agrees to execute and deliver to Tenant a recordable Notice of Lease within thirty (30) days after the execution hereof, which Tenant shall record at the Middlesex South Registry of Deeds at Tenant's expense.

[signature page follows]

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, under seal.

LANDLORD:	<u>TENANT</u> :
TOWN OF SUDBURY,	THE SUDBURY HISTORICAL SOCIETY, INC.
By Its Selectmen	2 0 0 1 1 1 1 1 0 1
	By:
	Name: Title:
	-
	-
	-

562338/SUDB/0017

Operating Cost - Estimate

	Loring Parsonage	Hosmer Ho	ouse
Electricity	3,000)	2,943
Natural Gas	4,000)	0
Heating Oil	()	3,442
Water	400)	400
Fire Alarm Maintenance	150)	150
Vesda Alarm System	690)	690
Fire Extinguishers	100)	100
Elevator	1,420)	0
Septic	285	5	265
Security Monitoring	276	5	276
Rubbish Removal	765	Facilities Staff	
Pest Control	175	5	0
General Maintenance	2,000)	1,900
Landscaping	DPW staff	DPW Staff	
Snow Removal	Facilities Staff	Facilities Staff	
Tot	:al 13,261		10,166



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

PUBLIC HEARING

2: Oak Barrel Tavern All Alcohol Restaurant License

REQUESTOR SECTION

Date of request:

Requestor: SRG Restaurant of Sudbury, LLC. d/b/a Oak Barrel Tavern

Formal Title: As the Local Licensing Authority, vote on whether to approve the application of SRG Restaurant of Sudbury, LLC. d/b/a Oak Barrel Tavern, 528 Boston Post Rd., Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Richard P. Lanza, Manager.

Recommendations/Suggested Motion/Vote: As the Local Licensing Authority, vote on whether to approve the application of SRG Restaurant of Sudbury, LLC. d/b/a Oak Barrel Tavern, 528 Boston Post Rd., Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Richard P. Lanza, Manager. The premises proposed to be licensed (i.e., 528 Boston Post Road) are described as follows: one story, 5,500 square foot restaurant, including main dining area, kitchen, bathrooms, liquor cabinet, office, storage areas, dishwashing area and walk-in coolers, with two public entries and four exits.

Background Information:

Please see application and license quotas attached. Complete lease and other documents available at the Selectmen's office upon request.

Financial impact expected:\$3700 License & Application Fees

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Jeffrey Charloff, Owner; Richard Lanza, Manager; Peter Barbieri, Attorney

Review:

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

08/08/2017 7:30 PM

RECEIVED BOARD OF SELECTMEN SUDBURY, MA

2017 JUL 13 P 2: 06

The Guaranty Building

370 Main Street, 12th Floor Worcester, MA 01608-1779 TEL 508.459.8000 FAX 508.459.8300

The Meadows

161 Worcester Road, Suite 501 Framingham, MA 01701-5315 TEL 508.532.3500 FAX 508.532.3100

Cape Cod

1597 Falmouth Road, Suite 3 Centerville, MA 02632-2955 TEL 508.815.2500 FAX 508.459.8300

FletcherTilton.com

July 11, 2017

Robert C. Haarde, Chairman Board of Selectmen Flynn Building 278 Old Sudbury Road Sudbury, MA 01776

RE: SRG Restaurant of Sudbury, LLC d/b/a Oak Barrel Tavern 528 Boston Post Road

Dear Mr. Haarde:

Enclosed please find the following in reference to the above matter:

- 1. Retail Transmittal Form;
- 2. Check payable to the Alcohol Beverage Control Commission in the sum of \$200.00;
- 3. Checks to the Town of Sudbury totaling \$50.00 (Common Victualer's Permit Fee);
- 4. Application for Retail Alcoholic Beverages License;
- 5. Lease;
- 6. Description of Premises and Plan;
- 7. Beneficial Interest Form Individual for Richard Lanza, Manager;
- 8. CORI Request Form for Manager, Richard Lanza;
- 9. Beneficial Interest Form Individual for Stephen Zide;
- 10. CORI Request for Stephen Zide;
- 11. Beneficial Interest Form Individual for Jeffrey Charloff;

Client Files/42644/0003/02435339.DOCX

Please direct all correspondence to our Framingham office.

Fletcher Tilton PC Attorneys at law

Robert C. Haarde, Chairman July 11, 2017 Page 2

- 12. CORI Request for Jeffrey Charloff;
- 13. Menu:
- 14. Demand Notes and Letter of source of Funds;
- 15. Beneficial Interest Form Organization for SRG Restaurant of Sudbury, LLC;
- 16. Corporate Information from the Secretary of State's Office for SRG Restaurant of Sudbury, LLC;
- 17. Beneficial Interest Form Organization for Standon Restaurant Group, LLC;
- 18. Corporate Information from the Secretary of State's Office for Standon Restaurant Group, LLC;
- 19. Corporate Vote of SRG Restaurant of Sudbury, LLC;
- 20. D/B/A Certificate for Oak Barrel Tavern;
- 21. Common Victualer License Application; and
- 22. Tax Attestation.

Should you have any questions, please do not hesitate to call.

Very truly yours,

FLETCHER TILTON PC

Peter R. Barbieri, Esquire

PRB/cam Enclosures

cc: Jeffrey Charloff

Packet Pg. 24



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE:	RETA					
CHECK PAYABLE TO ABO	CC OR C	OMMONWEALTH OF M	4 :	\$200.0	0	
(CHECK MUST DENOTE TH	IE NAME	OF THE LICENSEE CORPOR	ATION, LLC,	PARTNERSHIP	, OR INDIVIDU	AL)
CHECK NUMBER						
IF USED EPAY, CONFIRMA	N NOITA	UMBER				
A.B.C.C. LICENSE NUMBER	R (IF AN	EXISTING LICENSEE, CAN B	E OBTAINED	FROM THE CI	ГҮ)	
LICENSEE NAME	SRG	Restaurant of Sud	bury, LL	C		
ADDRESS	17 C	olde Surrey Lane				
CITY/TOWN	Medw	vay	STATE	MA	ZIP CODE	02053
TRANSACTION TYPE (Plea	se check	all relevant transactions):				
Alteration of Licensed Pi	remises	Cordials/Liqueurs Permi	t	☐ New Offi	cer/Director	Transfer of License
Change Corporate Nar	ne	Ssuance of Stock		☐ New Stoc	kholder	Transfer of Stock
Change of License Type		Management/Operating	, Agreement	Pledge of	Stock	Wine & Malt to All Alcohol
Change of Location		More than (3) §15		☐ Pledge of License		6-Day to 7-Day License
Change of Manager		X New License		Seasonal	to Annual	
Other				*		
THE LOCAL LICE	ENSING	G ALITHORITY MUST	T MAII TH	HIS TRANS	MITTAL FO	RM ALONG WITH TH

CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION

P. O. BOX 3396 BOSTON, MA 02241-3396



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire app	lication, leaving no fields bl	ank. If field does n	ot apply to your sit	uation, please write N/A.				
1. NAME OF PROPOSED LICENSEE (Business Contact) SRG Restaurant of Sudbury, LLC								
This is the corporation or LLC which will hold the license, not the individual submitting this application. If you are applying for this license as a sole proprietor, <u>not</u> an LLC, corporation or other legal entity, you may enter your personal name here.								
2. RETAIL APPLICATION INF	ORMATION							
There are two ways to obtain an alcoh license through a transfer or by applyi	olic beverages license in the one of the one	Commonwealth of M	lassachusetts, either	by obtaining an existing				
Are you applying for a new license & New Transfer or the transfer of an existing license? If transferring, please indicate the current ABCC license number you are seeking to obtain: If transferring, please indicate the current ABCC license number you are seeking to obtain: If transferring, by what method is the license being transferred?								
3. LICENSE INFORMATION	QUOTA CHECK	On/Of	f-Premises					
City/Town Sudbury			Premises					
<u>TYPE</u>	CATEGORY		*	CLASS				
§12 Restaurant	All Alco	ho1		Annua1				
4. APPLICATION CONTACT				W				
The application contact is required	and is the person who will b	e contacted with	any questions rega	rding this application.				
First Name: Peter	Middle: R	. Last Na	ame: Barbieri					
Title: Attorney		Primary Phon	e:					
Email:								
5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license. An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license. An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license. A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form. B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form. C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.								
	9 5 9 200 25 8 35 50 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1							
Name Standon Restaurant	Title / Position Sole Member of		% Owned	Other Beneficial Interest				
Group, LLC	Restaurant of	그리고 하고 있는 학생들이 하다 하는 그는 사람들이다.	TOV					
	1			1				

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- (Oak Barrel Tavern All Alcohol Restaurant License)	・フィャフ)	71000	Udireally Application	เฉ.วาเบลเบเบอบมห
١.	(opagoi I tagametog ledgol A II A gaovet leaved yet)	. 6 6	CNSUG	Acitocilant Dilon	10 6,400400,1

ADDITION FOR	A BIELA/ DETAIL	ALCOHOLIC DEL	ICD A CEC LICENICE
APPLICATION FOR	A MEW BELAII	VICTIMENT REV	/

5. OWNER	SHIP (co	ntinued)	WILL TOWARD	LVV ILLIAIL		LVERAGES	ICENSE			est
Name			Title / Position			% Owned		Other Beneficial Interes		est
Jeffrey (Charlof	f	Manager, SI Sudbury, LI							
Jeffrey Charloff			Manager/Men Restaurant	ber, Star	ndon	50				
Stephen Zide			Member, Sta Group, LLC	indon Resi	taurant	50	······			
<u> </u>	2200		Group' Tire	***		20				
The state of the s										***************************************
C DDENAICE	-c INIFO	DRAATION								
6. PREMISI			-	T-1						
		ss where the	alcoholic bevera	iges are sold	•					
Premises Ad	dress									
Street Number	: 5	28	Street Name:	Boston	Post Road		U	nit:	***************************************	
						— <u> </u>		Į.	 1	
City/Town:	Sudbu	ry		State:	MA	Zip (lode:	01776	5	
Country:		U.S.A.								
Description of	of Premi	<u>ses</u>								
			on of the premis			floors, numb	er of ro	oms on each	floor, any	
outdoor areas	to be inc	luded in the	licensed area, ar	nd total squa	re footage.				***************************************	
Floor Num	ber S	quare Footag	e Number	of Rooms	Patio/Deck/Outdoor Area Total Square Footage				age 0	
One-Stor	y 5	,500 sq. 1	Et: 1	1	Indoor Area Total Square Footage 5,5			***************************************		
		<u> </u>						5,50	0	
									2	
									1	
		***************************************		***************************************	Number of Exits Proposed Seating Capacity Proposed Occupancy				4	
***************************************			***************************************						1.0	
***************************************		***************************************							18	2
			***************************************						20	4
Occupancy o	f Dramis	QC								
-			ion. Document	atlan ahawim	a proof of local		+ha n=	miene le roc	ulrad	
riease comple	ite all Hell	us III tilis sect	ion. Document	ation snowin	ig proof of legal	occupancy of	tile pie	emises is requ	uirea.	
Please indicate	e by what	right the							4 VIII VIII VIII VIII VIII VIII VIII VI	
applicant has	to occupy	the premise	s Lea	.se	Landi	ord Name B	PR Dev	elopment,	LLC	
				7	Landle	ord Phone	ſ	617-527-9	800	
Lease Beginnin	ig Term	August	2018				L 0/0	National		man/
Lease Ending T	erm	July,	2023 (Two sions - 2033		Landle	ord Address		Washingt		
		Extens	sions - 2033	긔				on Lower		MA
Rent per Montl	า	\$ 16,0	041.67	161	ng or renting the premises, a signed copy of th					0246
Dont no. Va-		\$192,5	:00 00	- IT leasii	ng or renting the	premises, a sig	gned col	py or the lease	e is required	ı.
Rent per Year		ΨΙ Ͻ Ζ, Ξ	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1 25.3		N 1919				

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: CYes

upon gross sales. 2

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINES	SS CONTACT									
The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.										
	* Please see last page of application for required documents based on Legal Structure *									
Entity Name:	SRG Restau	rant of S	udbury,	LLC	E		FEIN:	82-1389	988	
DBA:	Oak Barre	L Tavern			Fax N	umber:				
Primary Phone	::	11	* = b							
Alternative Ph	one:			Legal Struc	ture of En	tity L	LC			
Business Add	Business Address (Corporate Headquarters)									
Street Number	: 17		Street N	lame: 01de	Surrey	Lane]
City/Town:	Medway			State	2:		MA			
Zip Code:	02053		Country	<i>/</i> :		U.S.	Α.			
Mailing Addre	ess		X Check	here if your Mailii	ng Address	is the same	as your F	Premises Ada	iress	
Street Number	:	-	Street N	lame:		· · · · · · · · · · · · · · · · · · ·	2			
City/Town:					State:					
Zip Code:			Country	<i>/</i> :						45
Is the Entity a Corporation?	If no, is the Entity registered to Yes No do business in Massachusetts? Orporation? Orea No lf no, state of incorporation									
Other Benefic	ial Interest	Name of the last o							***	
Does the prop	osed licensee hav nusetts Alcoholic I	e a beneficial Beverages Lice	interest in enses?	any 🕉 Yes	ON⊙	If yes, please	e complete	the following	g table.	£
	of License	Type of L		License Num				nises Addre	SS	
SRG Resta Worcester	urant of , LLC	All Alcoh Restauran	ol t		Wc	29 Grove orcester	Stree , MA (et 01605		
		3)	*						5	
	*									
Prior Disciplin	ary Action:									
Has any alcoho	Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation? No									
Date of Action	Name of Lice	ense Sta	ate City	Reason for	suspensio	on, revocat	ion or ca	ncellation		

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT							
The Manager Contact is requi	red and is the indiv	idual who v	vill have day-t	o-day, op	erational control ove	r the liqu	or license.
Salutation Mr. First Name	Richard	Middle	Name P.	Last	Name Lanza		Suffix
Social Security Number							
Primary Phone:			Email:				
Mobile Phone:			Place of Empl	oyment	SRG Restaurant	of Wor	rcester, /
Alternative Phone:			Fax Number				
Citizenship / Residency / Backe	ground Information	of Propose	d Manager			-	
Are you a U.S. Citizen?			*		ave direct, indirect, or interest in this license.		s 🕸 No
Have you ever been convicted o federal, or military crime?	fa state, C	Yes (🗓 No		If you no	ercontage of interest		
If yes, attach an affidavit that lists your convictions with an explanation for each			each	If yes, percentage of interest			
Have you ever been Manager of		If yes, please indicate type of Interest (checkall that apply): Officer					
license to sell alcoholic beverage	& Yes ○No					.C Manager	
				_	Member	_	irector
le i i i		Steakhouse Cough, MA		Partner			indlord
or <u>proposed</u> manager:	12 years	,	-	Cont	ractual	☐ Re	evenue Sharing
1,				☐ Man	agement Agreemen	t 🗌 Of	ther
Please indicate how many hours	per week you inten	d to be on th	ne licensed pre	mises	60		
Employment Information of F	Proposed Manager		P				
Please provide your employme	ent history for the μ						
THE STATE OF THE S	osition	Empl Restaur		Address	Grove Street		Phone 775 004
2016 - 2017 Manager		rcester,			ester, MA 01605		508-775-804
2009 - 2016 Dir. of Oper.		Mass Burgers Enter-		11 F. SARCE 14-01	orth Main Stree	et .	617-429-950
		prises			k, MA 01760		
2000 - 2009 Manage	c Out	back Ste	akhouse.	Westb	orough, MA [Clo	osed]	10 ³ 1
Prior Disciplinary Action of Pr	oposed Manager	No	,				
Have you ever been involved on yes, please complete the follow		in an alcol	nolic beverage	es license	that was subject to o	lisciplina	ry action? If
Date of Action Name of Li	cense State	City	Reason for su	uspension,	, revocation or cancella	ition	
	14					•	
			-				
7							
							4

Oak Barrel Tavern All Alcohol Restaurant License)	Attachment2.a: OakB Application_BOSv2 (2412:
9. FINANCIAL INFORMATION	
Please provide information about associated costs of this license.	Please provide information about the sources of cash and/or financing for this transaction
Associated Costs	Source of Cash Investment
A. Purchase Price for Building/Land	Name of Contributor Amount of Contribution
B. Purchase Price for any Business Assets N/A	7 2 72 727
C. Costs of Renovations/Construction \$700,000	
D. Purchase Price of Inventory \$ 50,000	Total
E. Initial Start-Up Costs \$ 50,000	Source of Financing
F. Other (Please specify)	Name of Lender Amount Does the lender provide ABCC license number of
G. Total Cost (Add lines A-F) \$800,000	beverages licenses? lender Stephen M. Zide 800,000 Yes? Word S
Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).	Total: \$800,000.0
10. PLEDGE INFORMATION Are you seeking approval for a pledge? Yes No Please indicate what you are seeking to pledge (check all that apply)	To whom is the pledge is being made: Does the lender have a beneficial interest in this
License Stock/Beneficial Interest Inventory	license?

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APPLICANT'S STATEMENT

I, Je	ffrey Charloff Authorized Signatory the: Sole proprietor; partner; corporate principal; LLC/LLP member
of SRG	Restaurant of Sudbury, hereby submit this application for All Alcohol - Restaurant
011,	Name of the Entity/Corporation LLC Transaction(s) you are applying for
	after the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the and together with the LLA collectively the "Licensing Authorities") for approval.
Applica	reby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the tion, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief r submit the following to be true and accurate:
(1)	I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
(2)	I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
(3)	I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
(4)	I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
(5)	I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
(6)	I understand that all statements and representations made become conditions of the license;
(7)	I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
(8)	I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
(9)	I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
Signa Title:	ture: followiff Date: 6.29.17 Manager

INDENTURE OF LEASE

MEADOW WALK SUDBURY

THIS INDENTURE OF LEASE made as of the ___ day of May, 2017, by and between BPR DEVELOPMENT LLC, a Delaware limited liability company, having a mailing address c/o National Development, 2310 Washington Street, Newton Lower Falls, Massachusetts 02462 (hereinafter referred to as the "Landlord"), of the one part, and the tenant named in Section 1.1(a) below (hereinafter referred to as the "Tenant"), of the other part.

WITNESSETH:

ARTICLE I. Basic Data

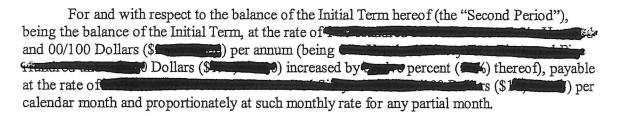
- Section 1.1. The following sets forth basic data hereinafter referred to in this lease, and, where appropriate, constitute definitions of the terms hereinafter listed.
 - (a) <u>The Tenant</u>: SRG Restaurant of Sudbury, LLC, a Massachusetts limited liability company.

Tenant's Federal Identification No.	
-------------------------------------	--

- (b) <u>Present Mailing Address of the Tenant</u>: c/o Standon Restaurant Group LLC, 17 Olde Surrey Lane, Medway, MA 02053.
 - (c) The Tenant's Trade Name: Oak Barrel Tavern.
- (d) <u>Lease Term</u>: Commencing on the Commencement Date (as that term is defined in Section 3.2 of this lease) and expiring on the date that is the last day of the month containing the tenth (10th) anniversary of the Commencement Date (such period hereinafter referred to as the "Initial Term").
- (e) <u>Commencement Date</u>: Such date as is determined pursuant to Section 3.2 hereof.
 - (f) Minimum Rent Payment:

Initial Term

For and with respect to the first sixty (60) full calendar months of the Initial Term (plus the partial month, if any, immediately following the Commencement Date) (the "First Period"), at the rate of (5,500) per annum (computed by multiplying Five Thousand Five Hundred (5,500) square feet of floor area by (\$1,500) per calendar month, and proportionately at such monthly rate for any partial month.



First Option Period

For and with respect to the sixty (60) month First Option Period (as defined in Section 3.7 of this lease), if exercised, immediately following the Second Period (the "Third Period"), at the rate of and 00/100 Dollars (\$\frac{1}{2}\text{ }\text{ }\text{

Second Option Period

For and with respect to the sixty (60) month Second Option Period (as defined in Section 3.7 of this lease), if exercised, immediately following the Third Period, at the rate of (\$2..., 4) per annum (being The Hamiltonian Control on Thousand For and 00/100 Dollars (\$2..., 5) increased by the Percent (\$2..., 5) thereof), payable at the rate of \$2..., 5 Dollars (\$2..., 5) per calendar month and proportionately at such monthly rate for any partial month.

(g) Percentage Rent:

Initial Term

For and with respect to the First Period, annual Percentage Rent shall be equal to form percent (%) in excess of ("Base Gross Sales"), per Lease-Year.

For and with respect to the Second Period, annual Percentage Rent shall be equal to percent (%) in excess of (**Base Gross Sales**), per Lease-Year.

First Option Period

If the Tenant exercises pursuant to the procedures herein set forth the First Option Period, then for and with respect to the First Option Period, annual Percentage Rent shall be equal to percent (%) in excess of ("Base Gross Sales"), per Lease-Year.

Second Option Period

If the Tenant exercises pursuant to the procedures herein set forth the First Option Period and the Second Option Period, then for and with respect to Second Option Period, annual Percentage Rent shall be equal to (1976) in excess of (1976) ("Base Gross Sales"), per Lease-Year.

The computation and payment of Percentage Rent shall be made as provided in Article V hereof. Accordingly, in any Lease-Year during which different Base Gross Sales figures shall be applicable appropriate proration shall be made for the differing bases in calculating Percentage Rent.

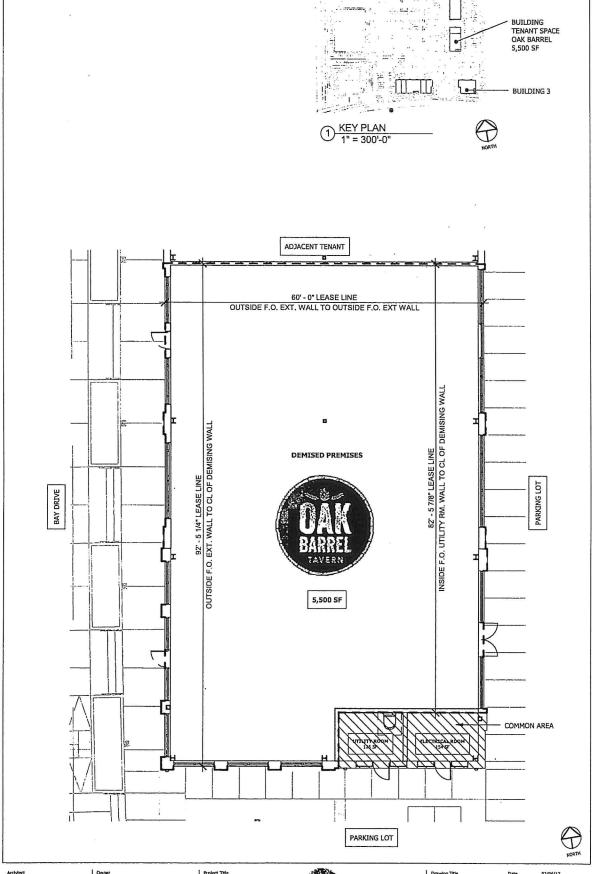
To the extent that any Lease-Year constitutes less than a full twelve (12) calendar month period, the Base Gross Sales figure shall be prorated.

- (h) <u>Use</u>: Principally and primarily as a gastropub serving American tavern food, along with a large selection of whiskey, wine, draft beers, and all other alcoholic beverages, and any legal uses ancillary thereto. The demised premises shall contain no more than two hundred (200) seats. The Tenant shall also be permitted to sell, and shall sell, alcoholic beverages subject to and in accordance with the provisions of Section 20.33 (Sale of Liquor) hereof. As incidental to the foregoing, Tenant may also provide menu items for takeout service and delivery service in accordance with all applicable permits, approvals, laws, rules and regulations. The demised premises shall be used for no other purpose or purposes. To the best of Landlord's knowledge as of the date hereof, there are no restrictions of record affecting the Shopping Center preventing Tenant's right to operate the Leased Premises for the permitted use described in this Section.
- (i) <u>Business Days</u>. All days except Saturdays, Sundays, and other days when federal or state banks in the Commonwealth of Massachusetts are not required to be open for business.
- (j) Security Deposit: and 00/100 Dollars in the form of a letter of credit, such letter of credit to increase in amount to such letter of credit to reduction, all as further set forth in Section 20.29 hereof.

ARTICLE II. Premises

Section 2.1. The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, upon and subject to the terms and provisions of this lease, the premises shown on Exhibit "A-1" hereto annexed and made a part hereof containing approximately Five Thousand Five Hundred (5,500) square feet of floor area (hereinafter referred to as the "demised premises") in the building shown as "Building" on Exhibit "A-2" hereto annexed (hereinafter referred to as the "Building"), which Building is part of the shopping center shown as "Shopping.

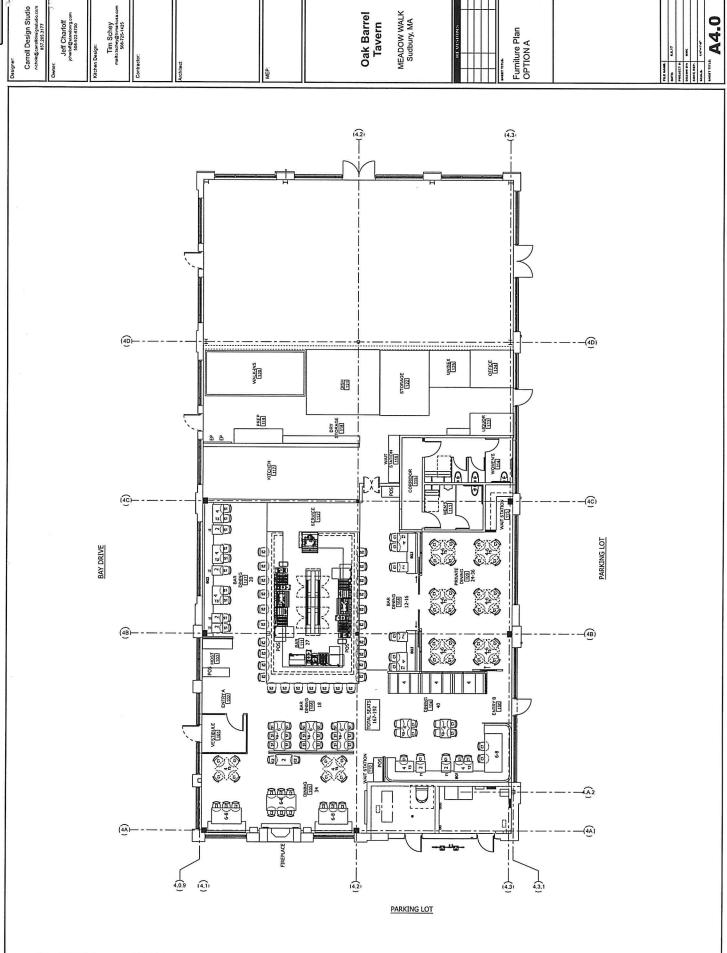
2.a



2.a

DESCRIPTION OF PREMISES

One-story, 5,500 square foot restaurant, including main dining area, kitchen, bathrooms, liquor cabinet, office, storage areas, dishwashing area and walk-in coolers, with two public entries and four exits.



Attachment2.a: OakB Application_BOSv2 (2412 : Oak Barrel Tavern All Alcohol Restaurant License)

2.a

LAS emerce E-ilas

Served with your choice of dressing. 6.99 - Half salad 3.99 tomatpes, red onions and croutons. Fresh mixed greens, cucumbers,

GREEK SALAD

Fresh mixed greens, Kalamata olives, feta cheese, cucumbers, tomatoes, and red onions. Served with Greek dressing and Pita bread. 9,99

CAESAR SALAD

Hearts of romaine fettuce, home style croutons, and Parmesan and Romano cheese. Tossed with creamy Caesar dressing, 7.99 · Half salad 4.99

C GLAZED WALNUT SALAD

crumbles, cucumbers, cranberries, Fresh mixed greens, blue cheese glazed walnuts, and red onions. Served with a side of lemon vinaigrette dressing, 10,99 MAKE ANY SALAD A MEAL BY ADDING: Tuna Salad 3.99 • Grilled Chicken 4.99 Shrimp 6.99 • Steak 6.99 • Salmon 6.99

MEDITERRANEAN STEAK TIP SALAD

CHOOSE FROM OUR FRESH CERTIFIED ANGUS BURGER (6 02)

SERVED WITH TATER TOTS, SWEET POTATO TOTS (+.99),

CRINKLE CUT FRIES, OR ONION RINGS (+.99)

OR OUR FRESH CERTIFIED ANGUS PRIME BURGER (8 02)

fender spinach, red onions, tomatoes roasted red peppers, banana peppers house marinated tips. Served with and feta cheese. Topped with our choice of dressing, 16.99

COBB SALAD

Fresh mixed greens, chopped egg, bacon, tomatoes, avocado, rod onion, cucumber, blue cheese crumbles, and chicken. Served with your choice of dressing. 12.99

caramelized onions, lettuce, tomato, mayo, and your choice of cheese.

BACON CHEESEBURGER Applewood smoked bacon,

THE WORCESTER WEDGE

Crisp, cold, iceberg lettuce, jalapeño bacon, red onions, tomatoes, and bleu cheese crumbles. Served with a drizzle of blue cheese dressing, and balsamic glaze, 9.99 * Half wedge 5.99

Topped with onion rings, pepper jack cheese, lettuce, tomato, and house made bourbon barbeque seuce.

BARBEQUE BURGER

© BOURBON

11.99 • 13.99

LEFT COAST BURGER

Lettuce, tomato, and American cheese.

10.99 • 12.99

O OBT CLASSIC

Topped with avocado, jalapeños, cheddar cheese, lettuce, tomato and avocado/poblano aioli. 11.49 * 13.49 lettuce, tomato and mayo. 10.99 Served on a multigrain bun with **VEGGIE BURGER**

TAVERN TURKEY BURGER

I O MEDITE LIMITERANION TAVERN Lettuce, tomato, onion, avocado/ poblano aioli, choice of cheese. Served on a multigrain bun. 10.99

SERVED WITH A BEVERAGE AND A HOODSIE 4.99 CHEESEBURGER HAMBURGER

0 0

Q

Welderstrand क्ष्यं, जारकोपड्ड गर

SPENEY INVIOUS

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1

G

SEASONAL VEGETABLES 3.99

CRINKLE CUT FRIES 3.99

SWEET POTATO TOTS 4.99

GREEN BEANS 3.99 TATER TOTS 3.99

COLESLAW 3.99

SIDES

GRILLED CHEESE

with marinara sauce or melted butter FRESH CHICKEN TENDERS MAC AND CHEESE **PASTA**

Packet Pg. 38

1

Hand breaded and fried. Choose from Stinger (garlic, honey and red pepper flakes) or Teriyaki. Served with Bleu Bourbon BBO, Garlic Parmesan, O FRESH CHICKEN TENDERS the following flavors: Buffalo, G

CHICKEN WINGS

Bourbon BBQ, Garlic Parmesan, O One pound of chicken wings, Choose Stinger (garlic, honey and red pepper flakes) or Teriyaki. Served with Bleu from the following flavors: Buffalo, cheese. 10.99

Tender pieces of white meat chicken blue cheese, huffalo sauce. Served BUFFALO CHICKEN DIP piping hot with pita chips. 9.99

Dill pickle chips, cherry peppers, and banana peppers, breaded and deep FRIED PICKLES & PEPPERS

FLATBREAD

POTATO NACHOS

Tabbouleh, Feta cheese, Kalamata olives, and a selection of freshly cut

vegetables. Served with pita chips.

Freshly made hummus served with

ROASTED RED PEPPER

fried, 6.99

HUMMUS PLATTER

O ONION RINGS

Seasoned shrimp, grilled and served

GRILLED SUGAR CANE SHRIMP on a piece of garlic buttered Texas toast. Served with a side of house

Rhode Island Style, lightly breaded

EMMA'S CALAMARI

made remoulade, 10.79

and flash fried. Served with Cherry

Peppers & marinara sauce, 10,79

BAVARIAN SOFT PRETZELS breaded and deep fried, 5.99

O TAVERN CHILI

and Cheddar cheese, and sour cream. Served with pita chips. Cup 4.99 • ground chuck, brisket, and steak tips, spices. Topped with shredded Jack beans, onions, peppers and secret Made with our signature blend of Bowl 6.99

Served with steamed vegetables and

rice, 13.79

marinated in our teriyaki sauce. Iwo boneless chicken breasts

TERIYAKI CHICKEN BREAST

RANDY'S CLAM CHOWDER House made daily with fresh clams.

GARDEN HARVEST

Cup 4.29 • Bowl 5.29

diced tomato, spinach, red onion, feta pesto and topped with, portabella mushrooms, roasted red peppers, cheese and balsamic glaze, 8.99 FLATBREAD Flatbread brushed with basil Add chicken 2.99

BARBEQUE CHICKEN

Chili Sauce, Served with green beans

and mashed potatoes, 17,99

CLASSIC CHICKEN PARM Boneless chicken breast, lightly

Bourbon barbeque sauce, or Sweet

Glazed with your choice of our G

GRILLED TURKEY TIPS

880 sauce, chicken, jalapeño bacon Flatbread topped with

Bourbon caramelized onions, and shredded Jack and Cheddar cheese, 10.99

shredded Jack and Cheddar cheese lettuce, diced tomatoes, red onions, Seasoned waffle fries topped with jalapenos and sour cream, 10,79 • Add Chili 2.99

hinly sliced white onions, hand

Served with Wisconsin Cheddar and beer sauce, beer mustard. 7.99

crumb topping. Served with rice and mixed vegetables. 15.95

Haddock filet baked with our buttery

TRADITIONAL BAKED slaw and tarrar sauce, 17.99

MAIN DISHES

resh salmon baked with lemon butter, Served with your choice of two sides OVEN ROASTED SALMON

CHICKEN & VEGGIE

Chicken tenders and mixed vegetables, tossed in our house made creamy Alfredo sauce, over Fettuccine pasta.

Fall off the bone goodness glazed with G Bourbon harbeque sauce. Served

O OBT ST. LOUIS RIBS

with crinkle cut fries and coleslaw.

Cavatappi pasta mixed with a five cheese blend and truffle oil. Topped with panko bread crumbs. 13.99 TRUFFLE MAC AND CHEESE

MARINATED SIRLOIN TIPS

Our signature marinade makes these

certified angus steak tips tender and

juicy. Served with green beans and mashed potatoes, 19,79

Thinly sliced black pastrami, brown musterd, and Swiss cheese. Served warm on marble rye. 10.79

PASTRAMI

Buffalo Chicken +2.99 • Chicken Tenders +2.99 Jalapeño Bacon +2.99 • Mixed Veggies +1.99 900

Honey Smoked turkey, colesfaw, Swiss

RACHEL

cheese, and Russian dressing. Grilled

on marble rye. 9.79 THE BELLA

> 9 oz Certified angus sirloin grilled to your liking. Served with mashed potatoes and green beans. 19.99 TAVERN SIRLOIN

Grilled and basted in our Sriracha Bourbon sauce, Served with mashed potatoes, onion rings and green beans. MEATLOAF 5.99

BEER BATTERED FISH & CHIPS

beer battered then fried to golden perfection. Served with fries, cole

Fresh haddock, seasoned and

breaded and fried golden brown, topped with Marinara and Mozzarella.

Served on a bed of Fettuccine pasta.

CHICKEN CUTLET PARMESAN

Golden fried cutlet, served with

marinara and mozzarella on a fresh sub roll. 9.79

cheese and a balsamic glaze. Served

on a fresh sub roll, 8.99

sautéed and topped with mozzarella Portabella mushrooms, roasted red

peppers, and caramelized onions,

Flat iron steak, hand breaded and fried. Topped with country gravy. Served with COUNTRY FRIED STEAK mashed potatoes and green beans.

BOURBON INFUSED BLACKCHERRY CHEESECAKE 6.99 ASK ABOUT OUR SEASONAL SELECTIONS

STRAWBERRY LAYER CAKE [gluten free] 6.99 WARM CHOCOLATE BROWNIE [gluten free] with ice cream and C caramel sauce 6.99 APPLE CRUMBLE with ice cream 6.99

Vanilla and chocolate, 2.00 ea **BON BONS**

All menu items are cooked to order. Consuming raw or undercooked meats, poultry, sealood, shellfish or eggs may increase your risk of foodborne illness. If someone in your party has a food allergy, please let us know.

OAK BARREL TAVERN SIGNATURE ITEM

SERVED WITH YOUR CHOIGE OF TATER TOTS, SWEET POTATO TOTS jalapeño bacon on a potato roll. 9.49 Chicken breast, sautéed portabella topped with Muenster cheese and mushrooms, onions, and peppers, (+.99), CRINKLE CUT FRIES OR ONION RINGS (+.99) GRILLED CHICKEN Deli style honey smoked turkey, roast lettuce, tomato, jalapeño bacon, red onion, and mayo. Served on toasted white, wheat, or marble rye, 9.99 beef, or tuna salad. Served with *IRIPLE DECKER CLUB*

CHICKEN WRAP TABBOULEH

cheese. Served on white, spinach or wheat wrap, 9.79 Grilled chicken, hummus, tabbouleh, lettuce, tomato, red onion and feta ROAST BEEF MELT

Thinly sliced roast beef, caramelized dressing, and melted cheddar cheese onions, creamy horseradish ranch served on a potato roll. 10.99

ettuce, tomato, and mayo. Served on four choice of roast beef, turkey, or white, spinach or wheat wrap, 9.99 tuna salad wrapped up with bacon, THE OBT WRAP

Packet Pg. 39

Oak Barrel Tavern – New All Alcohol Restaurant License Department Feedback

Board of Health Approval:

From: Murphy, Bill

Sent: Friday, July 21, 2017 1:48 PM

Subject: RE: New Alcohol License Application: Oak Barrel Tavern

Leila,

I had a conversation with Jeff Sarloff, owner of Oak Barrell Tavern, Worcester regarding his intention of opening a similar establishment in Sudbury. Mr. Sarloff has been in the restaurant business for many years and we discussed the permitting process. I feel comfortable with his knowledge of the food code and food safety practices. The health department **DOES NOT HAVE ANY ISSUES** with licenses before the Selectmen.

William C. Murphy, MS,RS,CHO Director of Public Health

Building Department Approval:

From: Herweck, Mark

Sent: Friday, July 14, 2017 10:41 AM

Subject: RE: New Alcohol License Application: Oak Barrel Tavern

Hi Leila, The Building Department has **NO ISSUES** with this application.

Thank you.

Mark H.

DPW Approval:

From: Nason, Dan

Sent: Friday, July 14, 2017 9:26 AM

Subject: RE: New Alcohol License Application: Oak Barrel Tavern

DPW has NO CONCERNS.

Regards, Dan Nason

Fire Department Approval:

From: Whalen, John

Sent: Friday, July 14, 2017 9:41 AM

Subject: RE: New Alcohol License Application: Oak Barrel Tavern

Hello Leila,

The Fire Department has **NO ISSUES** with this application at this time.

John M. Whalen Assistant Fire Chief

Police Department Approval:

From: Nix, Scott

Sent: Tuesday, July 18, 2017 2:29 PM

Subject: RE: New Alcohol License Application: Oak Barrel Tavern

Leila,

The police department **DOES NOT HAVE AN ISSUE** with the permit. Thank you.

Respectfully, Scott Nix Chief of Police

Town Counsel Review - No issues 7/19/17

Sudbury Alcohol License Quota & Availability

ABCC QUOTA of Licenses: 32 Total

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

Licenses ISSUED:

Restaurant All Alcohol: 15 Restaurant Wine & Malt: 5
Package Store All Alcohol: 4 Package Store Wine & Malt: 3

Licenses AVAILABLE:

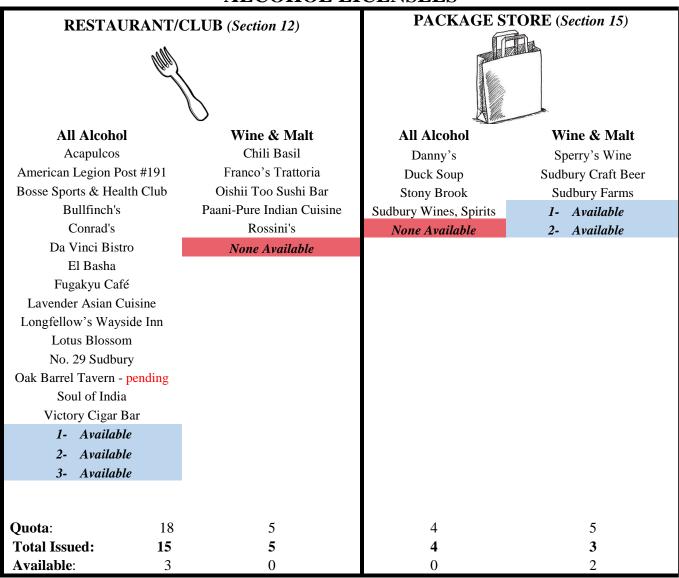
Restaurant All Alcohol: 3

Restaurant Wine & Malt: 0

Package Store All Alcohol: 0

Package Store Wine & Malt: 2

ALCOHOL LICENSEES





SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

PUBLIC HEARING

3: Dangerous Dog Hearing - continuation

REQUESTOR SECTION

Date of request:

Requestor: Police Chief Scott Nix, Jennifer Condon, Animal Control Officer

Formal Title: Public Hearing pursuant to MGL Chapter 140 Section 157 to determine whether Lisa Burke of 39 Poplar Street has complied with Board's June 14, 2017 order to restrain the dangerous dog owned and/or kept by Ms. Burke in the Town of Sudbury, and/or to determine whether all or any portion of said order should be modified or withdrawn or if any additional conditions should be imposed.

Recommendations/Suggested Motion/Vote:

Background Information:

Please see Notice of Decision and Order attached

THIS IS A CONTINUATION FROM THE 6/8/17 MEETING

Financial impact expected:n/a

Approximate agenda time requested: 30 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

Board of Selectmen Pending 08/08/2017 7:30 PM



Melissa Murphy-Rodrigues, Esq. Town Manager

TOWN OF SUDBURY

Office of the Town Manager www.sudbury.ma.us

278 Old Sudbury Road Sudbury, MA 01776-1843 978-639-3381

Fax: 978-443-0756

Email: townmanager@sudbury.ma.us

June 14, 2017

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Ms. Lisa Burke 39 Poplar Street Sudbury, MA 01776

NOTICE OF DECISION AND ORDER DANGEROUS DOG

Dear Ms. Burke:

On Thursday, June 8, 2017, the Sudbury Board of Selectmen, held a public hearing in accordance with Massachusetts General Laws, Chapter 140, Section 157 to determine whether the dog owned and/or kept by you in the Town of Sudbury is a Nuisance Dog or Dangerous Dog as those terms are defined in said statute. The hearing was held based on complaints and reports that, on two separate occasions, your dog known as "Boomer" was not properly restrained and attacked an adult and a child without provocation.

Based on the credible evidence and sworn testimony provided at said hearing, the Board unanimously voted to declare that Boomer is a Dangerous Dog and it unanimously voted to impose the following conditions:

- 1. The dog shall be confined to the premises of the owner, which means that the dog shall be kept within the house and restrained so that it cannot escape at any time.
- 2. Within thirty days of entry of this Order, the owner shall install secondary doors or gates, acceptable to the Animal Control Officer, to ensure that the dog cannot escape at any time.
- 3. The dog shall not be permitted outside the house at any time unless it is humanely muzzled, which may include a basket-type muzzle. If the dog is outside the enclosure described below, it shall be on a leash having a minimum tensile strength of 300 pounds and not exceeding three feet in length and held by a responsible adult and it shall also be fitted with a shock collar controlled by the person walking the dog.



TOWN OF SUDBURY

Office of the Town Manager www.sudbury.ma.us

278 Old Sudbury Road Sudbury, MA 01776-1843 978-639-3381 Fax: 978-443-0756

Email: townmanager@sudbury.ma.us

Melissa Murphy-Rodrigues, Esq. Town Manager

- 4. The owner shall install at the property a six-foot high stockade fence, embedded in the ground for not less than two feet to serve as a secure enclosure for the dog. The plans and specifications for said enclosure shall be approved by the Animal Control Officer prior to installation. The enclosure shall be installed and approved by the Animal Control Officer within thirty days of entry of this Order.
- 5. Notwithstanding Paragraphs 1 and 3 of this Order, the dog may be permitted outside on the premises of the Owner only when enclosed within the fence described in Paragraph 4. In addition to being within the enclosure, the dog shall be muzzled and either fitted with a shock collar controlled by a nearby adult or trained to use the electric fence.
- 6. Within one week of entry of this order, the owner shall provide the Town Manager with proof of insurance in an amount not less than \$100,000 insuring the owner against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts, whether intentional or unintentional, of the dog.
- 7. The dog shall continue training with a professional trainer twice per week for one hour each session. Proof of training shall be provided to the Animal Control Officer on a weekly basis. Said training shall continue for four months or such longer period of time as may be recommended by the Animal Control Officer. Within four months of entry of this order, the dog shall be evaluated by the Animal Control Officer to determine whether further training is necessary.
- 8. Within seven days of entry of this order, the owner shall provide the Animal Control Officer with information from which the dog can be identified, to wit: microchip implantation.
- 9. The owner shall notify the Town Manager if the dog is going to be relocated to another residence, whether within or outside the Town. Prior to moving the dog to another jurisdiction, the Town Clerk and Animal Control Officer of that jurisdiction shall be notified of this Order.
- 10. Within seven days of entry of this Order, the owner shall provide a written apology to Sam Rocca.
- 11. If it is determined, after further public hearing, that there has been a violation of this Order or that the dog has bitten or attacked another person or domestic animal, the Board may order that the dog may be seized by the Animal Control Officer and euthanized.

- Attachment3.a: Notice of Decision and Order_Dangerous Dog_06.14.17 (2389 : Dangerous Dog Hearing -



3.a

TOWN OF SUDBURY

Office of the Town Manager www.sudbury.ma.us

278 Old Sudbury Road Sudbury, MA 01776-1843 978-639-3381

Fax: 978-443-0756

Email: townmanager@sudbury.ma.us

Melissa Murphy-Rodrigues, Esq. Town Manager

If you are aggrieved by this decision, you may appeal to the District Court within ten (10) days of the date written above.

Very truly yours,

Melissa Rodrigues, Esq. Town Manager



Town of Sudbury

Office of Selectmen

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

selectmen@sudbury.ma.us

August 2, 2017

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Ms. Lisa Burke 39 Poplar Street Sudbury, MA 01776

NOTICE OF HEARING TO REVIEW COMPLIANCE WITH ORDER TO RESTRAIN DANGEROUS DOG

Dear Ms. Burke:

On Tuesday, August 8, 2017, at 8:00 pm at the Sudbury Town Hall, the Sudbury Board of Selectmen, will hold a public hearing in accordance with Massachusetts General Laws, Chapter 140, Section 157 to determine whether you have complied with the terms of the Board's June 14, 2017 order to restrain the dangerous dog owned and/or kept by you in the Town of Sudbury, and/or to determine whether all or any portion of said order should be modified or withdrawn or if any additional conditions should be imposed.

You are invited to attend the hearing and at that time you may produce any documentation and/or witnesses which show that you have complied with the order. You may be represented by counsel at your own expense. You are also invited to make an appointment to examine the Board of Selectmen's file on this matter during regular business hours.

Please be advised that if you are found to have violated the Board's order you may be subject to financial penalties and/or further enforcement action by the Board. In addition, in accordance with G.L. c. 140, Section 157(h), you may be required to surrender the dog to the Town and be prohibited from owning another dog in the Commonwealth for a period of five years. Therefore, due to the serious consequences that may follow a finding that you violated the order of the Board of Selectmen, your prompt attention to this matter is strongly suggested.

If you have any questions in this regard, you may contact Town Manager, Melissa Rodrigues, at (978) 639-3381.

Very truly yours,

Leila S. Frank Selectmen's Office

Leil S. Frank



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

MISCELLANEOUS (UNTIMED)

4: Oak Barrel Tavern Common Victualler License Application

REQUESTOR SECTION

Date of request:

Requestor: Oak Barrel Tavern

Formal Title: As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for Oak Barrel Tavern, 528 Boston Post Road, as requested in an application dated July 13, 2017, subject to conditions put forth by the Fire Department and Building Department.

Recommendations/Suggested Motion/Vote: As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for Oak Barrel Tavern, 528 Boston Post Road, as requested in an application dated July 13, 2017, subject to conditions put forth by the Fire Department and Building Department.

Background Information:

Application and department approvals attached.

Financial impact expected:\$50 Common Victualler License Fee

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
Pending
Pending
Pending

Board of Selectmen Pending 08/08/2017 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

<u>APPLICATION FOR COMMON VICTUALLER</u> <u>& ENTERTAINMENT LICENSE</u>

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

TO THE LICENSING AUTHORITY SUDBURY, MASSACHUSETTS

Name of applicant: SRG Restaurant of Sudbury, LLC
Address of applicant: 17 Olde Surrey Lane, Medway, MA 02053 Phone:
Email:
Business Name: Oak Barrel Tavern
Business Address: 528 Boston Post Road
Please enclose the following documents with your application: Completed Tax Attestation (form attached) Evidence of compliance with the Worker's Compensation Act requirement to provide workers' compensation insurance for employees. (A copy of the policy or a certificate of insurance is satisfactory.) To be provided. Background information relative to the corporation. If applicable, articles of incorporation, including, names of principals of corporation, number of restaurants owned, etc.
Floor plan: detailing plan of rooms, their use, restroom locations, exits, seating arrangements, as well as showing cooking and service area (seating capacity must be obtained from the Building Inspector).
Whether any changes in the premises, structural or expansion, are planned. See Floor Plan.
A dated letter from the present business owner stating the effective date of new ownership.



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

X	А сору	of the	lease	agreement	between	the property	owner	and the	business
	owner.								

Application Fee: Common Victualler License = \$50
Entertainment License = \$50 (if applicable)
Provide one check payable to Town of Sudbury.

APPLICATION FOR ENTERTAINMENT LICENSE Entertainment licenses are required for live entertainment (not tv and radio) that occurs Monday – Saturday. A separate license is required for entertainment on Sunday.				
TYPE OF ENTERTAINMENT:	NA			
DAYS & HOURS OF ENTERTAINMENT:	-			

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

6.29.17

Applicant Signature

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

CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that				
SRG Restaurant of Sudbury, LLC	has/kawæ complied with all laws			
of the Commonwealth of Massachusetts relating to taxes, reporting of employees and				
contractors, and withholding and remitting child support.				
82–138988 Social Security Number, or Federal Identification Number	SRE restaurent of Sudbury, LLC Signature of Individual, or Corporation Name			
6.29.17 Date	By: John Manga Corporate Officer & Title (if applicable)			

AFFIX CORPORATE SEAL

Oak Barrel Tavern – Common Victualler License Department Feedback

Board of Health Approval:

From: Murphy, Bill

Sent: Friday, July 21, 2017 1:48 PM

Subject: RE: New Alcohol License Application: Oak Barrel Tavern

Leila,

I had a conversation with Jeff Sarloff, owner of Oak Barrell Tavern, Worcester regarding his intention of opening a similar establishment in Sudbury. Mr. Sarloff has been in the restaurant business for many years and we discussed the permitting process. I feel comfortable with his knowledge of the food code and food safety practices. The health department **DOES NOT HAVE ANY ISSUES** with licenses before the Selectmen.

William C. Murphy, MS,RS,CHO

Director of Public Health

Building Department Approval:

From: Herweck, Mark

Sent: Friday, July 14, 2017 10:41 AM

Subject: RE: New Alcohol License Application: Oak Barrel Tavern
Hi Leila, The Building Department has **NO ISSUES** with this application.

Thank you. Mark H.

DPW Approval:

From: Nason, Dan

Sent: Friday, July 14, 2017 9:26 AM

Subject: RE: New Alcohol License Application: Oak Barrel Tavern

DPW has NO CONCERNS.

Regards, Dan Nason

Fire Department Approval:

From: Whalen, John

Sent: Friday, July 14, 2017 9:41 AM

Subject: RE: New Alcohol License Application: Oak Barrel Tavern

Hello Leila,

The Fire Department has **NO ISSUES** with this application at this time.

John M. Whalen Assistant Fire Chief

Police Department Approval:

From: Nix, Scott

Sent: Tuesday, July 18, 2017 2:29 PM

Subject: RE: New Alcohol License Application: Oak Barrel Tavern

Leila,

The police department **DOES NOT HAVE AN ISSUE** with the permit. Thank you.

Respectfully, Scott Nix

Chief of Police



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

MISCELLANEOUS (UNTIMED)

5: FY18 Trust funds

REQUESTOR SECTION

Date of request:

Requestor: Dennis Keohane, Finance Director/Treasurer

Formal Title: Acting as Co-Trustees, vote to accept that the Board of Selectmen approve the following expenditure limits for the Town Trust Funds for fiscal year 2018: Goodnow Library \$25,000; Cheri-Anne Cavanaugh \$2,000; Discretionary \$2,500; September 11th Memorial \$7,500; Perpetual Care \$40,000; for a total of \$77,000.

Recommendations/Suggested Motion/Vote: Acting as Co-Trustees, vote to accept that the Board of Selectmen approve the following expenditure limits for the Town Trust Funds for fiscal year 2018: Goodnow Library \$25,000; Cheri-Anne Cavanaugh \$2,000; Discretionary \$2,500; September 11th Memorial \$7,500; Perpetual Care \$40,000; for a total of \$77,000.

Background Information:

See attached memo from Dennis Keohane, Finance Director

Financial impact expected:see attached memo

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Dennis Keohane, Finance Director/Treasurer

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
D 1 - f C - 1 4	D 1!

Board of Selectmen Pending 08/08/2017 7:30 PM

MEMORANDUM

TO: Board of Selectmen

CC: Melissa Murphy-Rodrigues, Town Manager

FROM: Dennis Keohane, Finance Director/Treasurer-Collector

DATE: August 2, 2017

RE: Town Trust Spending Limits for FY18

Background

The spending limits being voted on tonight are for a special segment of resources residing outside the Town's general fund treasury. These trusts along with many other grant, gift and donation funds are grouped together in the "Sudbury Trust" program which was established in 2010.

The Sudbury Trust is a comprehensive charitable donation program sponsored by the Town of Sudbury. The Sudbury Trust invites all concerned citizens and organizations to help sustain vital municipal and educational programs, as well as advance new economic, social, and cultural initiatives in Sudbury (See <u>Sudbury Trust</u> on the Town of Sudbury's website).

Disbursements for the Town Trusts, also commonly referred as "Pooled Investments" Trusts, are authorized by trustees to pay for a variety of expenses throughout the fiscal year, but not to exceed the annual spending limits set by the Board of Selectmen. You are being asked tonight to set maximum spending limits for FY18. The limits set by the Board of Selectmen and Town Manager may be changed during the year, if necessary by following the same approval process as being considered by you this evening.

It should also be noted that there is sufficient expendable fund balance in all cases to support spending levels for the year. Also, please keep in mind that any spending authorization that remains at the end of a fiscal year ends without any financial or budgetary impact to the trusts.

Vote Request

Acting as Co-Trustees, move to accept that the Board of Selectmen approve the following expenditure limits for the Town Trust Funds for fiscal year 2018:

Trust Fund	Limits Recommended to Board by Treasurer
Goodnow Library	\$ 25,000
Cheri-Anne Cavanaugh	\$ 2,000
Discretionary	\$ 2,500
September 11 th Memorial	\$ 7,500
Perpetual Care	\$ 40,000
Total	\$ 77,000



In Sudbury We Trust ...

Citizens of Sudbury have benefited and continue to benefit from the generosity of those who preceded them. Beginning more than 300 years ago, various trust funds have been established according to the wishes of the donors. The total of all such trust funds including reinvested income as of June 30, 2017, was \$1,926,941.08. Persons wishing to contribute to existing trust

funds, or establish a new one, should contact Town Counsel's office.

The existing trust funds and their balances at the end of FY17 were:

Discretionary/Charity Fund	66,953.72
Forrest Bradshaw Memorial Fund	1,322.10
Goodnow Library Fund	349,678.37
Lydia Raymond Fund	2,396.93
Rhoades Memorial	8,864.96
Annie L. Thorpe Trust	35,193.14
Cheri-Anne Cavanaugh Fund	19,370.37
George J. Raymond Scholarship Fund	13,871.71
Tercentenary Fund (Yr 2075)	823.08
School Fund	4,462.38
Sept 11 Memorial	31,674.62
Perpetual Care Fund	1,082,278.63
Raymond Mausoleum	6,158.06
Wood Davison House	82,204.70
Harry C. Rice Museum Fund	142,423.05
Haskell Field Loop Trail Fund	9,081.04
Garfield Trust Fund	56,314.61
Boundless Playground Maintenance Trust Fund	13,869.61

The Trustees of Town Donations oversee the Town Trust Funds. The four-member Board of Trustees includes the members of the Board of Selectmen, plus the Treasurer. The Trust Funds are continuing to perform on a consistent and monitored level. A three member Investment Advisory Group consisting of Sudbury residents David Wilson, David Pettit, and Fred Pryor, make recommendations to the Trustees on all investment decisions. Generally, the philosophy of the Investment Advisory Group is to aim for investments that produce a consistent stream of income for the beneficiaries while protecting the principal to the greatest extent possible. Depending on the terms of each trust some funds must be held in perpetuity to safeguard principal balances while the rest may be used at the discretion of the Trustees to cover authorized expenditures.

The following paragraphs provide brief descriptions of the origins and purposes of each of Sudbury's Trust Funds.

Discretionary/Charity Fund

This fund, also sometimes known as the "Donation Fund" or "Ancient Fund", comprises monies from the following sources:

- Will of Peter Noyes, 1697, and Will of Joshua Haynes, 1757, which together make up the so-called "Ancient Donation"
- Will of Jerusha Howe, 1842
- Will of Elisha Goodnow, 1849
- Will of Samuel D. Hunt, 1873
- Donation of George Goodnow accepted under Article 5 of the November 4, 1884
 Town Meeting
- Will of Joanna Gleason, 1896
- M. L. Parmenter Fund, under terms of Will of Harry L. Parmenter, 1936, accepted by the April 21, 1949 Special Town Meeting
- Reinvested fund income and miscellaneous donations accepted from time to time by the Board of Selectmen.

<u>Peter Noyes (1697)</u> – Will bequeaths property, income from which "it yearly be at the Dispose of the Minister and ye Select men of ye Town of Sudbury for the use of the poor for ever ...". The March 1728 Town Meeting authorized sale of property "An the produce of Said Sale be Let out to Interest on Good Security So that the Interest yearly be at the Dispose of the Ministers and Select men of Said Town to the Use of the poor of Said Town of Sudbury for Ever. The Security Given to the Said Selectmen for Said Sale to Run to them and their successors."

<u>Jerusha Howe (1842)</u> – Will bequeaths \$1,000 "to be kept as a fund forever; and the interest shall be appropriated at the discretion of the Selectmen of said town to supply the industrious poor in the town with fuel."

Elisha Goodnow (1849) – Will bequeaths \$4,000 "and direct that the sum shall be held by said town forever"; ½ part of net income in each year "shall be applied from time to time as the same may be needed for the purchase of books for poor children attending the Public Schools of said town." Remaining income "shall be applied by the inhabitants or officers of said town from time to time in their discretion to and for the relief, assistance and support of the poor, sick and infirm in said town not supported by its almshouse in such manner as the said inhabitants or officers may deem best...". Town Meetings of 1854 through 1869 authorized the Selectmen alone, or in combination with the School Committee, or the Overseers of the Poor in combination with the School Committee to distribute the interest. After 1870 the funds (book and charity) were not separated by name in the Town Meeting votes and the committee authorized to distribute poor funds or charity funds were sometimes Selectmen, Overseers of Poor, or Assessors, sometimes combined with the School Committee for the funds on books and sometimes not.

Samuel D. Hunt (1873) – Will bequeaths \$1,000, "income to be distributed annually among the industrious poor residing in said town...".

George Goodnow (1884) – The November 4, 1884, Town Meeting accepted a \$10,000 donation from George Goodnow, "... the income of which he desires to be used by the Selectmen of said Town for the time being to assist such citizens of the town who are not at the time receiving assistance as paupers but who may for any cause be in need of temporary private assistance."

<u>Joanna Gleason (1896)</u> – Will bequeaths one-half of the remainder and residue of estate to the Town of Sudbury, amounting to \$1,192.27, "the principal ... to be kept safely invested and the income annually distributed by the Selectmen in their discretion among the needy inhabitants ...".

Martha L. Parmenter (1936) – Will under Harry L. Parmenter bequeaths \$1,000 principal "... the Inhabitants of the town of Sudbury through its proper officer or officers shall hold the said fund in trust; shall invest and reinvest the same and pay over and use the income therefrom, from time to time, as aid to the poor and needy inhabitants of the said town of Sudbury."

Forrest Bradshaw Memorial

The Bradshaw family designated the Goodnow Library as a recipient of memorial donations in the name of Forrest D. Bradshaw. In March 1987, the Town accepted \$455 in such donations to be used by the library trustees in support of the Bradshaw collections of historical papers relating to Sudbury.

Goodnow Library Fund

John Goodnow's October 18, 1861, will bequeathed \$20,000 to the Town of Sudbury "for the purpose of purchasing and keeping in order a public library for the benefit of the inhabitants of that town."

Lydia Raymond Fund

Lydia G. Raymond of Sudbury died January 24, 1960, leaving a will bequeathing \$500 to Goodnow Library. The 1962 Annual Town Meeting accepted this gift, establishing a trust fund, the income of which to be used for "such purposes as the Library Committee may determine."

Rhoades Memorial

The Trustees of the Goodnow Library received \$3,027.10 on February 13, 1981 at the bequest of Paul Whitney Rhoades, "… the income only to be used for the purchase of books relating to landscape architecture, horticulture, gardening and floriculture."

Annie L. Thorpe Trust

Received \$5,000 on March 22, 1978, in payment of legacy under the Annie L. Thorpe, Jr. Trust of January 5, 1934, as amended for the purpose of "furthering the work of the District Nurse or other health work".

Cheri-Anne Cavanaugh Fund

The United Methodist Church transferred this fund to the Town in 1995. Cheri-Anne Cavanaugh was a 16-year-old Sudbury resident who died in April 1992. This fund was established by her family and friends to perpetuate her memory and to help the youth of Sudbury. The fund supports teen crisis counseling sessions conducted by participating therapists.

George J. Raymond Scholarship Fund

Lydia G. Raymond established this perpetual \$3,000 trust fund for the promotion of higher education in the Sudbury High School. It was accepted by the Special Town Meeting of May 4, 1925.

Tercentenary Fund (Yr 2075)

When the Bicentennial Committee wrapped up its business in 1976, they donated \$100 to the Town to be invested and reinvested until the year 2075, with the accumulated amount at that time to be used for the celebration of the Nation's 300th anniversary.

School Fund

As best can be determined, this fund originated as portions of the monies from two sources: the 1757 will of Joshua Haynes that, with the 1697 will of Peter Noyes, was part of the so-called "Donation Fund" or "Ancient Donation", and the 1849 will of Elisha Goodnow. Joshua Haynes' tombstone in the Old North Cemetery reads in part "He Was Charitable To The Poor And At His Death Gave Many Gifts To Perticuler Persons Besides A Thousand Pound Old Tenor To A Publick School And The Poor of ye Town of Sudbury." Elisha Goodnow's will reads in part "I give the Town of Sudbury ... the sum of four thousand dollars; & direct that said sum shall be held by said town forever ... quarter part of the net income thereof in each year shall be applied from time to time as the same may be needed for the purchase of books for poor children attending the Public Schools of said town."

Sept 11 Memorial

The monies in this trust support the protection, maintenance and enhancement of the September 11th Memorial Garden in Sudbury. Dedicated on September 11, 2003, the Memorial Garden features flowering plants and trees, three bluestone benches, and a commemorative center stone of Sudbury granite where engraved bronze plaques recount the events of September 11, 2001, and memorialize three Sudbury residents who were lost. Initial donations supporting this memorial were formally placed in the trust on July 13, 2004.

Perpetual Care Fund

One of the oldest and largest funds, these monies are used for the perpetual care of Sudbury's cemeteries. Funds are typically added through donations and each time someone is buried in Town. The proceeds of the sales of lots and plots in a Town cemetery are applied to the improvement and maintenance of the cemetery and for the accumulation of the permanent care and improvement fund.

Raymond Mausoleum

The 1962 Annual Town Meeting voted to accept \$1,000 from the executors of the Will of Lydia G. Raymond, the income from which to be used for the perpetual care, maintenance, preservation and repair of the Raymond Mausoleum.

Wood Davison House

Monies in this trust fund comprise donations originally made to support a project to move the Wood Davison house from its location at 348 Boston Post Road to Town property on Old Sudbury Road between the Flynn Building and the Loring Parsonage. The project was later determined to be unfeasible. In order to use the funds for purposes other than those stipulated, the Town had to agree on a suitable use for the accumulated funds and petition the Probate Court for approval. These funds have been approved for the Sudbury Historical Museum project.

Harry C. Rice Museum Fund

The Board of Selectmen established the Rice Museum Fund in 1979, in accordance with Article VII of the Will of Harry Rice. The will stipulates that this fund, together with any other monies that might be donated to it from other sources, are to be invested and reinvested by Sudbury's Treasurer until such time as the accumulated fund is substantial enough to allow the Town "to build a suitable, fireproof museum building in which can be properly displayed the artifacts, materials and programs which are appropriate to the study of American History, and in particular the history of New England and Sudbury – including American Indian history." The will also stipulates the funds must be solely used for the development of a separate Sudbury Museum. In order to use the funds for purposes other than those stipulated, the Town had to agree on a suitable use for the accumulated funds and petition the Probate Court for approval. These funds have been approved for the Sudbury Historical Museum project.

Haskell Field Loop Trail Fund

In December 2007, the Town received charitable gifts from an anonymous donor to construct and maintain a loop trail on Town-owned property at Haskell Field. The donor gifted \$6,000 for purpose of establishing and funding this trust for maintaining the loop trail.

Garfield Trust Fund

Bequeathed in 1962 by Thomas Garfield, this fund provides for the permanent care, maintenance, and improvements specifically for Mount Pleasant Cemetery and to supplement the Perpetual Care Fund.

Boundless Playground Maintenance Trust Fund

This fund helps maintain a completely accessible play area that allows anyone with disabilities to be a part of a community area and develop physically, socially, and emotionally



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

MISCELLANEOUS (UNTIMED)

6: SPS Office Options

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: To discuss potential administrative office options with the Future Relocation of SPS Administration Subcommittee of the School Committee for Sudbury Public Schools.

Recommendations/Suggested Motion/Vote: To discuss potential administrative office options with the Future Relocation of SPS Administration Subcommittee of the School Committee for Sudbury Public Schools.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Richard Tinsley, Relocation of SPS Administration Subcommittee

Review:

Pending Patty Golden Pending Melissa Murphy-Rodrigues Barbara Saint Andre Pending Robert C. Haarde Pending Pending Patty Golden Melissa Murphy-Rodrigues Pending Barbara Saint Andre Pending Robert C. Haarde Pending Board of Selectmen

Pending 08/08/2017 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

MISCELLANEOUS (UNTIMED)

7: Access Agreement - National Development

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Review and execution of an Access Agreement to BPR Sudbury Development to construct improvements to Boston Post Road, including an interceptor signal to control traffic.

Recommendations/Suggested Motion/Vote: Review and execution of an Access Agreement to BPR Sudbury Development to construct improvements to Boston Post Road, including an interceptor signal to control traffic.

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
Robert C. Haarde Pending
Board of Selectmen Pending

rd of Selectmen Pending 08/08/2017 7:30 PM

ACCESS AGREEMENT

This **ACCESS AGREEMENT** (this "<u>Agreement</u>") is entered into as of August ____, 2017 (the "<u>Effective Date</u>") by and between the **TOWN OF SUDBURY**, a Massachusetts municipal corporation, having its principal place of business at 278 Old Sudbury Road, Sudbury, Massachusetts 01776 (the "<u>Town</u>"), and **BPR SUDBURY DEVELOPMENT LLC**, a Delaware limited liability company, having its principal place of business c/o National Development, 2310 Washington Street, Newton Lower Falls, Massachusetts 02462 ("BPR").

WHEREAS, The Town owns the land located at 540 Boston Post Road, Sudbury, Massachusetts 01776 and shown on Exhibit A attached hereto (the "Plan") as "Town of Sudbury Fire Department Map K7 Lot 12" (the "Fire Station Land"), and as "BPR Access Area" (the "BPR Access Area" and together with the Fire Station Land, hereinafter collectively referred to as the "Town Property");

WHEREAS, BPR (or its affiliates) owns certain land on Boston Post Road, Sudbury, Massachusetts, abutting and to the rear of the Town Property (the "BPR Land");

WHEREAS, BPR desires access to the portion of the Fire Station Land shown on the Plan as "DOT Access Area" (the "<u>DOT Access Area</u>", and together with the BPR Access Area, hereinafter collectively the "<u>Access Areas</u>") in order to perform, at its sole cost and expense, certain widening, paving and landscaping work, and to install certain traffic control equipment, including, without limitation, a traffic light pole and foundation, and signal equipment box, along with related underground wires and conduits, all as more particularly described on <u>Exhibit B</u> attached hereto as the same relates solely to work to be completed in the DOT Access Area (the "<u>DOT Work</u>");

WHEREAS, BPR also desires access to the BPR Access Area for access to the BPR Land, for temporary parking of construction equipment, and for temporary storage of construction materials, all in connection with roadway work being performed by BPR on the BPR Land (the "Roadway Work"); and

WHEREAS, the Town has agreed to grant to BPR, access to the Access Areas for the purposes and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, BPR and the Town hereby agree as follows:

1. <u>Grant of Access</u>. The Town hereby grants to BPR, its employees, contractors and agents (the "<u>BPR Parties</u>"), access rights (the "<u>Access Rights</u>"), subject to the terms and conditions of this Agreement: (a) to enter the DOT Access Area for the performance of the DOT Work during the period between the Effective Date and the earlier of BPR's completion of the DOT Work and the date that is three (3) years after the Effective Date, and (b) to enter the BPR Access Area for access, parking and storage as aforesaid in connection with the performance of the Roadway Work during the period between the Effective Date and the earlier of (i) completion of the Roadway Work, and (ii) thirty (30) days from the Town's written notice to BPR terminating the Access Rights relative to the BPR Access Area.

- 2. <u>Conditions</u>. In consideration of the Town allowing the BPR Parties to perform the DOT Work on the DOT Access Area, and to enter the BPR Access Area for access, parking and storage as aforesaid, the Town and BPR hereby agree as follows:
- 2.1 <u>Performance of DOT Work</u>. Any DOT Work shall be performed, or caused to be performed, by BPR at BPR's sole cost and expense, in a good and workmanlike manner and substantially in compliance with applicable laws, rules and regulations, permitting and licensing requirements.
- 2.2 <u>No Interference; Maintenance.</u> During the period of any BPR Party's performing any portion of the DOT Work on the DOT Access Area, BPR shall: (i) maintain continued access between Route 20 and the fire station on the Town Property; (ii) not unreasonably interfere with the Town's use of the Town Property; (iii) not undertake any work on the DOT Access Area unrelated to the DOT Work; and (iv) keep and maintain the DOT Access Area in good, safe, neat and clean condition in accordance with the general character of the DOT Access Area as a construction site, subject to such continued access for a fire station, as aforesaid. During the period of any BPR Party's use of the BPR Access Area, BPR shall keep and maintain the BPR Access Area in good, safe, neat and clean condition in accordance with the general character of the BPR Access Area as an access, parking and storage site in connection with the Roadway Work.
- 2.3 No Liens. The BPR Parties shall not permit any liens to be filed against any portion of the Town Property. If any mechanic's or other lien is filed against any portion of the Town Property because of work, labor, services, or materials performed or furnished to any BPR Party, then BPR shall, within thirty (30) days after the date on which the lien is established, cause the same to be discharged of record by the payment thereof, or by filing a bond equal to 100% of the amount of the disputed claim, with companies reasonably satisfactory to the Town and/or Town's title insurance company.
- 2.4 <u>Permits</u>. BPR shall, at its sole cost and expense, obtain any permits or approvals required by any governmental agency or authority under applicable law for the performance of the DOT Work, and, if applicable, use of the BPR Access Area by the BPR Parties. The Town shall reasonably cooperate, at no out of pocket cost to the Town, with BPR as and to the extent reasonably necessary to obtain such permits or approvals.
- 2.5 <u>Repair</u>. BPR shall restore and repair any and all damage to the Town Property arising from any act, failure to act, negligence or willful misconduct of BPR or a BPR Party to its pre-existing condition, as near as reasonably possible. BPR's obligations under this Section shall survive the expiration or termination of this Agreement.
- 2.6 <u>Final Condition</u>. Upon completion of the DOT Work, BPR shall leave the DOT Access Area in good order and condition, and shall remove its equipment, materials and supplies and any other personal property from the DOT Access Area. Upon completion of the Roadway Work, BPR shall leave the BPR Access Area in good order and condition, and shall remove its equipment, materials and supplies and any other personal property from the BPR Access Area.

- 3. <u>Insurance</u>. Before entering the Access Areas, BPR and/or its contractor shall purchase and maintain the insurance coverages indicated on <u>Exhibit C</u> attached hereto.
- Indemnification and Release. BPR agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs and/or judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town, by reason of: (i) any failure on the part of BPR or any BPR Party to comply with any provision or term required to be performed or complied with by BPR under this Agreement; (ii) the death, injury or property damage suffered by any person in or around the Town Property or the BPR Land relating in any way to BPR's exercise of its rights under this Agreement, and/or the negligence or willful misconduct of BPR or any BPR Party; (iii) the release, emission, storage or placement by BPR or any BPR Party of any oil or toxic or hazardous waste or materials, pollutants or substances (expressly excluding the mere presence or discovery of any pre-existing oil or toxic or hazardous waste or materials, pollutants or substances), including without limitation, asbestos, PCB's, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or "hazardous waste" or "hazardous material," as those terms are defined by any applicable laws, rules or regulations. BPR releases the Town from any claims, actions, rights of action, causes of action, damages, costs, loss of services, expenses, compensation, attorney's fees and/or other liability or responsibility related to access to or use of the Town Property or the BPR Land or exercise of its The terms of this Section shall survive the expiration or rights under this Agreement. termination of this Agreement.

5. <u>General Terms</u>.

- 5.1 <u>No Estate Created.</u> This Agreement shall not be construed as creating or vesting in BPR any estate or interest in the Access Areas, but only the limited right of access as hereinabove stated.
- 5.2 <u>Survival</u>. All appropriate terms and provisions relating to the restoration of the Access Areas affected hereby shall survive the termination of this Agreement, in addition to the survival of other terms stated herein to so survive.
- 5.3 <u>Severability; Interpretation</u>. If any court determines any provision of this Agreement to be invalid or unenforceable, the remainder of this instrument shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 5.4 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this Agreement shall be brought in courts within the Commonwealth of Massachusetts.
- 5.5 <u>Notices</u>. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or

(d) upon electronically confirmed receipt of facsimile delivery to the party at the addresses set forth in the preamble to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first set forth above.

TOWN:
TOWN OF SUDBURY, By Its Board of Selectmen
Robert C. Haarde, Chairman
Leonard A. Simon, Vice Chairman
Susan N. Iuliano
Patricia Brown
Daniel E. Carty

BPK:	
BPR SUDBURY DEVELOPMENT LL a Delaware limited liability company	.C,
By: ND BPR SUDBURY LLC, a Massachusetts limited liability co its Manager	ompany,
By: ND Real Estate, Inc., a Massachusetts corporation, its Manager	
By: Name:	

Title:

589041/SUDB/0033

EXHIBIT A

Plan of Fire Station Land, DOT Access Area, and BPR Access Area

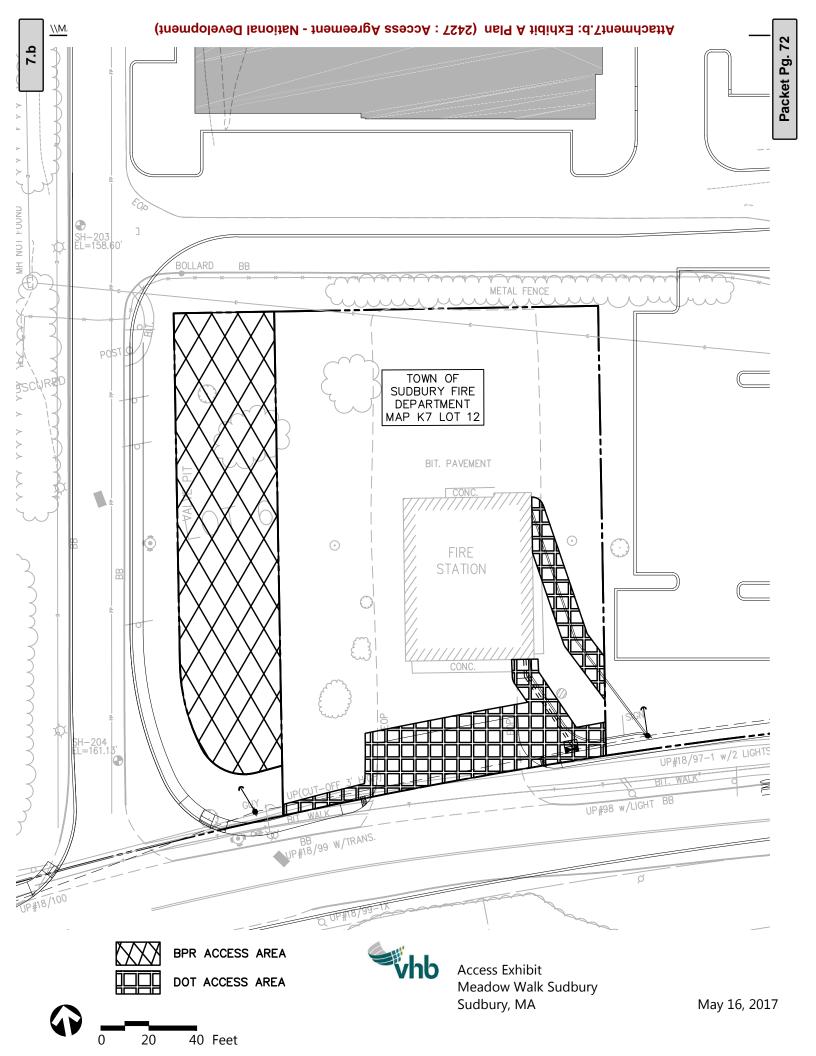
EXHIBIT B

Description of DOT Work

EXHIBIT C

Insurance

Prior to entering the Access Areas, BPR and/or its general contractor(s) for construction of the DOT Work and Roadway Work shall obtain, and shall maintain at all times while using any portion of the Access Areas, a policy of commercial general liability insurance protecting the Town against loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property. Such insurance shall have limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate, bodily injury and property damage combined, and Auto Liability covering all owned, non-owned and hired vehicles with limits not less than one million dollars (\$1,000,000.00), and umbrella liability insurance in excess of commercial general liability and auto liability insurance for five million dollars (\$5,000,000.00) each occurrence, Workers Compensation with statutory limits, Employer's Liability with limits of at least five hundred thousand dollars (\$500,000). All insurance BPR and/or its General Contractor are required to carry shall be carried with reputable companies licensed to do business in the Commonwealth of Massachusetts and shall name the Town as an additional insured on a primary and non-contributory basis on all liability and umbrella policies (excluding Workers Compensation and Employer's Liability insurance). BPR shall furnish the Town with evidence of insurance, directly from the applicable insurance company prior to the expiration of any existing policy. Such insurance coverage shall not be subject to cancellation or termination without at least ten (10) days prior written notice to the Town, if and as reasonably commercially available.



Ol.DWG Plotted on 4-Apr-20

TRANSPORTATION IMPROVEMENT PROJECT

PLAN AND PROFILE OF

BOSTON POST ROAD (ROUTE 20)

IN THE TOWN OF

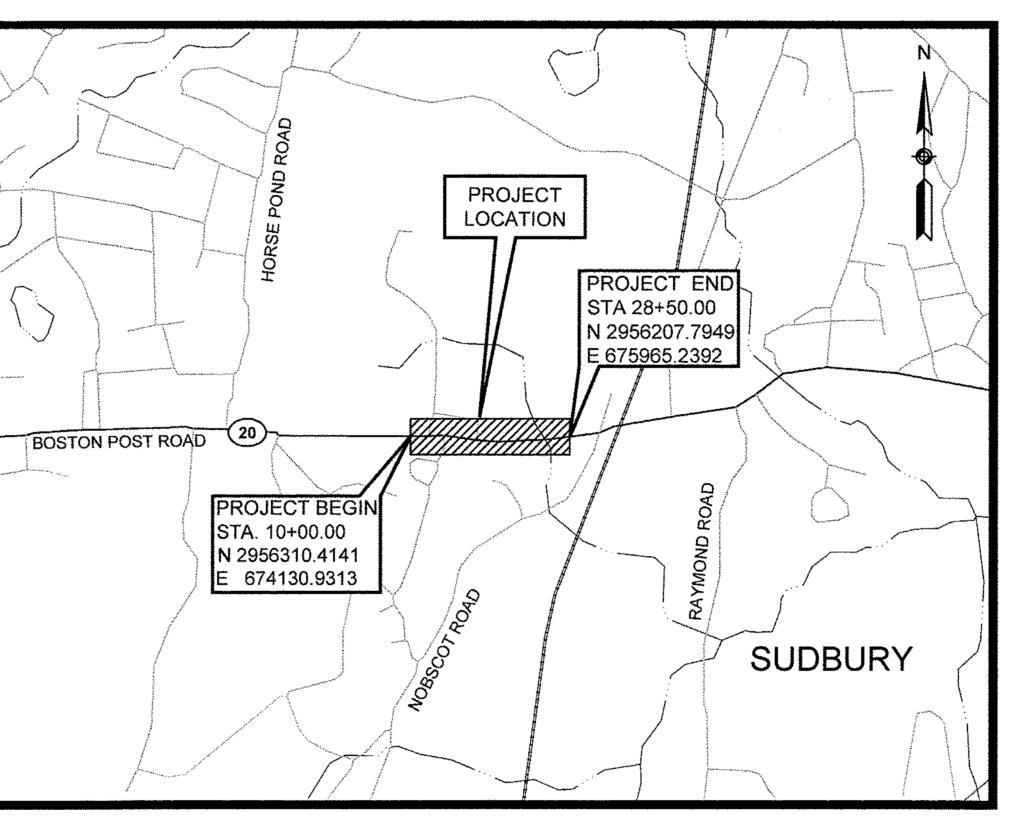
SUDBURY
MIDDLESEX COUNTY
NOTICE OF INTENT

THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 1988, AS AMENDED, THE SUPPLEMENTAL SPECIFICATIONS DATED JULY 1, 2015, THE 2016 CONSTRUCTION STANDARD DETAILS, THE 2015 OVERHEAD SIGNAL STRUCTURE AND FOUNDATION STANDARD DRAWINGS, MASSDOT TRAFFIC MANAGEMENT PLANS AND DETAIL DRAWINGS, THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, WILL GOVERN.

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75%/100% SUBMITTAL



0 1000 2000 3000 400 SCALE: 1" = 1000'

LENGTH OF PROJECT = 1850.00 FEET = 0.350 MILES

DESIGN DESIGNATION BOSTON POST ROAD (ROUTE 20)

POSTED SPEED	35 MPH
DESIGN SPEED	40 MPH
ADT (2015)	20,485 vpd
ADT (2025)	29,265 vpd
К	7.7%
D	65.4%
T (PEAK HOUR)	0.7%
T (AVERAGE DAY)	1.4%
DHV	2,265 vph
DDHV	1,485 vph
FUNCTIONAL CLASSIFICATION	URBAN PRINCIPAL ARTERIAL

DATE DESCRIPTION REV#



DESIGNED BY APPROVED BY

DESIGNED BY	APPROVED BY	SHEET OF		
AL.	WPA	1 64		
DRAWN BY	DETG CHECKED BY	VHB CAD FILE NAME		
AL/JJA	HLF	13125.00-COV.dwg		
CHECKED BY	DATE	JOB NO.		
SHK	APRIL 2017	13125.00		

FOR PERMITTING
PURPOSES ONLY
NOT FOR CONSTRUCTION

— — — LIMIT OF EDGE OF PAVEMENT OR COLD PLANE AND OVERLAY

PROPERTY LINE OR APPROXIMATE PROPERTY LINE

BANK OF RIVER OR STREAM

200 FT RIVERFRONT BUFFER

BORDER OF WETLAND 100 FT WETLAND BUFFER

STATE HIGHWAY LAYOUTTOWN OR CITY LAYOUT

_____ COUNTY LAYOUT

— — — — — — EASEMENT

-----RAILROAD SIDELINE

TOWN OR CITY BOUNDARY LINE

TRAFFIC SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
Ø1	Ø1	CONTROLLER PHASE
		WIRE LOOP DETECTOR (6' x 6' TYP UNLESS OTHERWISE SPECIFIED)
		QUADRUPOLE WIRE LOOP DETECTOR
		BICYCLE WIRE LOOP DETECTOR, TYPE B-2
		VIDEO DETECTION CAMERA
\oplus	•	PEDESTRIAN PUSH BUTTON, SIGN AND SADDLE
ঠ	*	EMERGENCY PREEMPTION CONFIRMATION STROBE LIGHT
\rightarrow \rightarrow	→ + >	VEHICULAR SIGNAL HEAD, WITH/WITHOUT BACKPLATE
	>> +>>	VEHICULAR SIGNAL HEAD, OPTICALLY PROGRAMMED, WITH/WITHOUT BACKPLATE
\rightarrow	→ +>	FLASHING BEACON, WITH/WITHOUT BACKPLATE
—		PEDESTRIAN SIGNAL HEAD, (TYPE AS NOTED OR AS SPECIFIED)
0 ₇₅	•	SIGNAL POST AND BASE
0	•	MAST ARM, SHAFT AND BASE
$\overline{\bigcirc}$	•	SIGN AND POST
00	••	SIGN AND POST (2 POSTS)
T	丁	OVERHEAD SIGN
	-	OPTICAL PRE-EMPTION DETECTOR
		CONTROL CABINET, GROUND MOUNTED
	•	PULL BOX 12"x12" (OR AS NOTED)
	-	ELECTRIC HANDHOLE -SD2.022 (OR AS NOTED)
	= = = = =	TRAFFIC SIGNAL CONDUIT

PAVEMENT MARKINGS SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
	~ ¢ 4	PAVEMENT ARROW - WHITE
ONLY	ONLY	LEGEND "ONLY" - WHITE
	SL	STOP LINE
	CW	CROSSWALK
	SWL	SOLID WHITE EDGE LINE
	SWL-XX'	SOLID WHITE LANE LINE, LENGTH NOTED
	SYL	SOLID YELLOW EDGE LINE
	BWL	BROKEN WHITE LINE, 10' LINE W/30' SPACING
	BYL	BROKEN YELLOW LINE, 10' LINE W/30' SPACING
	DWL	DOTTED WHITE LINE, 2' LINE W/6' SPACING
	DYL	DOTTED YELLOW LINE, 2' LINE W/6' SPACING
	_ LDWLEx _	LONG DASHED WHITE LINE EXTENSION, 3' LINE W/9' SPACING
	DBYL	DOUBLE YELLOW LINE
	SWCHL	SOLID WHITE CHANNELIZATION LINE
	SYCHL	SOLID YELLOW CHANNELIZATION LINE

SUDBURY
BOSTON POST ROAD (ROUTE 20)
LEGEND & GENERAL NOTES
SHEET 2 OF 64

COST OF THE PIE

SUDBURY

BOSTON POST ROAD (ROUTE 20)

LEGEND & GENERAL NOTES
SHEET 3 OF 64

ABBREVIATIONS ABBREVIATIONS

ABBREVIA	TIONS	ABBREVIATIONS				
GENERAL		UTILITIES				
ABAN	ABANDON	CIP	CAST IRON PIPE			
ADJ	ADJUST	CIT	CHANGE IN TYPE			
APPROX.	APPROXIMATE	COND	CONDUIT			
BB	BIT. BERM	DIP DB	DUCTILE IRON PIPE DIRECT BURIAL			
BIT.	BITUMINOUS	FES	FLARED END SECTION			
BD.	BOUND	F&C	FRAME & COVER			
		F&G HDPE	FRAME & GRATE HIGH DENSITY POLYETHYLENE PIPE			
BL	BASELINE	HW	HEADWALL			
BLDG	BUILDING	HYD	HYDRANT			
BM	BENCHMARK	INV	INVERT			
BO	BY OTHERS	LB PVC	LEACHING BASIN POLYVINYL CHLORIDE PIPE			
BOS	BOTTOM OF SLOPE	PWW	PAVED WATER WAY			
BR.	BRIDGE	RCP	REINFORCED CONCRETE PIPE			
CCRT	CAPE COD RAIL TRAIL	TSV&B UP	TAPPING SLEEVE, VALVE, & BODY UTILITY POLE			
CEM	CEMENT		OTIENT TOLE			
CLF	CHAIN LINK FENCE	ALIGNMENT/GRADING				
CL	CENTERLINE	BC CC	BOTTOM OF CURB CENTER OF CURVE			
CONC	CONCRETE	HP	HIGH POINT			
CONT	CONTINUOUS	LP	LOW POINT			
CONST	CONSTRUCTION	PC	POINT OF CURVE			
DIA	DIAMETER	PI PNT	POINT OF INTERSECTION POINT			
ELEV (or EL.)	ELEVATION	PCC	POINT OF COMPOUND CURVE			
EOP	EDGE OF PAVEMENT	PRC	POINT OF REVERSE CURVE			
EXIST	EXISTING	PT 25.45	POINT OF TANGENT			
FDN.	FOUNDATION	25.45	SPOT ELEVATION			
GP	GATE POST	PROFILES				
GRAN	GRANITE	FROTILLS				
GRAV	GRAVEL	AD	ALGEBRAIC DIFFERENCE IN RATES OF GRADE			
GRD	GUARD	ELEV	ELEVATION			
HMA	HOT MIX ASPHALT	HSD	HORIZONTAL SIGHT DISTANCE			
L&S	LOAM AND SEED	K PVI	RATE OF VERTICAL CURVATURE POINT OF VERTICAL INTERSECTION			
LT, L	LEFT	PVC	POINT OF VERTICAL CURVE			
MAX	MAXIMUM	PVT	POINT OF VERTICAL TANGENT			
MIN	MINIMUM	PVRC PVCC	POINT OF VERTICAL REVERSE CURVE POINT OF VERTICAL COMPOUND CURVE			
NTS	NOT TO SCALE	SSD	STOPPING SIGHT DISTANCE			
PROP	PROPOSED	VC	VERTICAL CURVE			
OC	ON CENTER	TRAFFIC SIGNAL				
OD	OUTSIDE DIAMETER	CAB.	CABINET			
PVM'T	PAVEMENT	CCVE	CLOSED CIRCUIT VIDEO EQUIPMENT			
REM	REMOVE	DW FDW	STEADY DON'T WALK FLASHING DON'T WALK			
REMOD	REMODEL	FR	FLASHING CIRCULAR RED			
RET	RETAIN	← FR—	FLASHING RED LEFT ARROW			
RRFB	RECTANGULAR RAPID FLASH BEACON	$-FR \rightarrow$	FLASHING RED RIGHT ARROW			
R&D	REMOVE AND DISCARD	FY / FV	FLASHING CIRCULAR YELLOW			
R&R	REMOVE AND RESET	← FY— – FY→	FLASHING YELLOW LEFT ARROW FLASHING YELLOW RIGHT ARROW			
R&S	REMOVED AND STACK	G	STEADY CIRCULAR GREEN			
RT, R	RIGHT	\leftarrow G $^{-}$	STEADY GREEN LEFT ARROW			
SGE	SLOPED GRANITE EDGING	$-G \overrightarrow{\rightarrow}$	STEADY GREEN RIGHT ARROW			
SHLDR	SHOULDER	GSL GSR	STEADY GREEN SLASH LEFT ARROW STEADY GREEN SLASH RIGHT ARROW			
STA	STATION	G	STEADY GREEN VERTICAL ARROW			
TEMP	TEMPORARY	OL	OVERLAP			
TOB	TOP OF BANK	PED	PEDESTRIAN			
TOS	TOP OF SLOPE	PTZ	PAN, TILT, ZOOM			
TS	TRAFFIC SIGNAL	R	STEADY CIRCULAR RED			
TYP	TYPICAL	$\langle R - R \rangle$	STEADY RED LEFT ARROW STEADY RED RIGHT ARROW			
1.11		$-R \! ightarrow \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \!$	TRAFFIC SIGNAL			
		TSC	TRAFFIC SIGNAL CONDUIT			
		W	STEADY WALK			
		Y	STEADY CIRCULAR YELLOW			
		$\left\langle \begin{array}{c} Y - \\ -Y \end{array} \right\rangle$	STEADY YELLOW LEFT ARROW STEADY YELLOW RIGHT ARROW			
		1 /	STEADT TELECOV RIGHT ARROVV			

GENERAL NOTES:

- 1. TOPOGRAPHICAL INFORMATION FROM A SURVEY BY VANASSE HANGEN BRUSTLIN IN WATERTOWN, MASSACHUSETTS IN JUNE 2015 (HORIZONTAL DATUM: NAD83, VERTICAL DATUM: NAVD88).
- 2. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL NOTIFY "DIG-SAFE" (1-888-344-7233) AT LEAST 72 HOURS BEFORE EXCAVATING.
- 3. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE ENGINEER FOR RESOLUTION OF THE CONFLICT.
- 4. THE CONTRACTOR SHALL ALTER THE MASONRY OF THE TOP SECTION OF ALL EXISTING DRAINAGE STRUCTURES AS NECESSARY FOR CHANGES IN GRADE, AND RESET ALL WATER AND DRAINAGE FRAMES, GRATES AND BOXES TO THE PROPOSED FINISH SURFACE GRADE. REQUIRED NEW MASONRY SHALL BE CLAY BRICK CONFORMING TO M4.05.2.
- 5. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES.
- 6. EXISTING UTILITY POLES WILL BE RELOCATED BY OTHERS.
- 7. TREES AND SHRUBS WITHIN THE LIMITS OF GRADING SHALL BE REMOVED ONLY UPON APPROVAL OF THE ENGINEER.
- 8. ANY BRANCHES OVERHANGING THE SIDEWALK BY TREES AND SHRUBS PROPOSED TO BE RETAINED SHALL BE TRIMMED IF THEY INTERFERE WITH THE SIDEWALK MEETING ACCESSIBILITY REQUIREMENTS (I.E. ANY BRANCHES OVERHANGING LOWER THAN 80 INCHES).
- 9. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE OWNER.
- 10. THE TERM "PROPOSED" (PROP) MEANS WORK TO BE CONSTRUCTED USING NEW MATERIALS OR, WHERE APPLICABLE, RE-USING EXISTING MATERIALS IDENTIFIED AS "REMOVE AND RESET" (R&R).
- 11. JOINTS BETWEEN NEW BITUMINOUS CONCRETE ROADWAY PAVEMENT AND SAWCUT EXISTING PAVEMENT SHALL BE SEALED WITH BITUMEN AND BACKSANDED.
- 12. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE RETAINED UNLESS INDICATED OTHERWISE ON THE DRAWINGS
- 13. ALL LATERAL DRAIN PIPES SHALL BE INSTALLED WITH A PITCH OF 0.01 FOOT PER FOOT (MINIMUM) UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- 14. CAUTION SHOULD BE EXERCISED WHEN COMPACTING WITH A HEAVY VIBRATORY ROLLER IN AREAS WHERE SHALLOW DEPTHS OF COVER (LESS THAN 2 FEET) EXIST ABOVE THE EXISTING CONCRETE ENCASED TELEPHONE DUCT BANK LOCATIONS. THESE AREAS SHOULD BE CLEARLY MARKED WITH STAKING. STAKING SHALL BE PLACED A MINIMUM OF SIX FEET AROUND THE AREA WHERE THE CONDITION EXISTS. THESE AREAS SHALL BE COMPACTED UTILIZING A LIGHTWEIGHT VIBRATORY PLATE COMPACTOR UNTIL THE REQUIRED COMPACTION IS REACHED.
- 15. ALL EXISTING STATE, COUNTY, CITY, AND TOWN LOCATION LINES AND PRIVATE PROPERTY LINES HAVE BEEN ESTABLISHED FROM AVAILABLE INFORMATION AND THEIR EXACT LOCATION ARE NOT GUARANTEED.
- 16. DRAINAGE ELEVATIONS ARE PROVIDED FOR DESIGN PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY BY TEST PIT, THE LOCATIONS OF EXISTING UTILITIES WHICH MAY CONFLICT WITH THE PROPOSED DRAINAGE DESIGN. ANY FIELD ADJUSTMENTS REQUIRED WILL BE MADE AS APPROVED OR DIRECTED BY THE ENGINEER. ONLY AFTER THE CONTRACTOR VERIFIES ELEVATIONS FOR THE CONSTRUCTABILITY OF THE DRAINAGE SYSTEM SHALL ANY STRUCTURES BE ORDERED. ANY FIELD ADJUSTMENTS TO LINE & GRADE UP TO A DEPTH OF 5' SHALL BE INCLUDED IN THE COST OF THE PIPE. PIPE EXCAVATION GREATER THAN 5' WILL BE PAID UNDER CLASS B TRENCH EXCAVATION.

BOSTON POST ROAD (ROUTE 20)
TYPICAL SECTIONS & PAVEMENT NOTES
SHEET 5 OF 64

PAVEMENT NOTES

PROPOSED FULL DEPTH PAVEMENT

SURFACE: 1.75" SUPERPAVE SURFACE COURSE 12.5 (SSC-12.5) OVER 1.75" SUPERPAVE INTERMEDIATE COURSE 12.5 (SIC-12.5)

BASE: 3.5" SUPERPAVE BASE COURSE 37.5 (SBC-37.5)

SUBBASE: 4" DENSE GRADED CRUSHED STONE FOR SUBBASE OVER

8" GRAVEL BORROW, TYPE b

ASPHALT EMULSION FOR TACK COAT (RS-1) AT RATE OF 0.05 GAL./SY OVER BASE AND INTERMEDIATE COURSES

PROPOSED PAVEMENT MILLING AND PAVEMENT OVERLAY

SURFACE: 1.75" SUPERPAVE SURFACE COURSE 12.5 (SSC-12.5)

ASPHALT EMULSION FOR TACK COAT (RS-1) AT RATE OF

0.07 GAL./SY OVER MILLED SURFACE

1.75" MICROMILLING (TYP)

PROPOSED FULL DEPTH PAVEMENT LESS THAN 4 FEET WIDE

SURFACE: 1.75" SUPERPAVE SURFACE COURSE 12.5 (SSC-12.5) OVER

1.75" SUPERPAVE INTERMEDIATE COURSE 12.5 (SIC-12.5)

BASE: 6" HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE

SUBBASE: 12" GRAVEL BORROW, TYPE b

ASPHALT EMULSION FOR TACK COAT (RS-1) AT RATE OF 0.05 GAL./SY OVER BASE AND INTERMEDIATE COURSES

PROPOSED HOT MIX ASPHALT DRIVEWAY

SURFACE: 1.75" SUPERPAVE SURFACE COURSE 12.5 (SSC-12.5) OVER 1.75" SUPERPAVE INTERMEDIATE COURSE 12.5 (SIC-12.5)

FOUNDATION: 8" GRAVEL BORROW, TYPE b

PROPOSED HOT MIX ASPHALT WALK

SURFACE: 1" SUPERPAVE SURFACE COURSE 9.5 (SSC-9.5) OVER

1.5" SUPERPAVE INTERMEDIATE COURSE 12.5 (SIC-12.5)

FOUNDATION: 8" GRAVEL BORROW, TYPE b

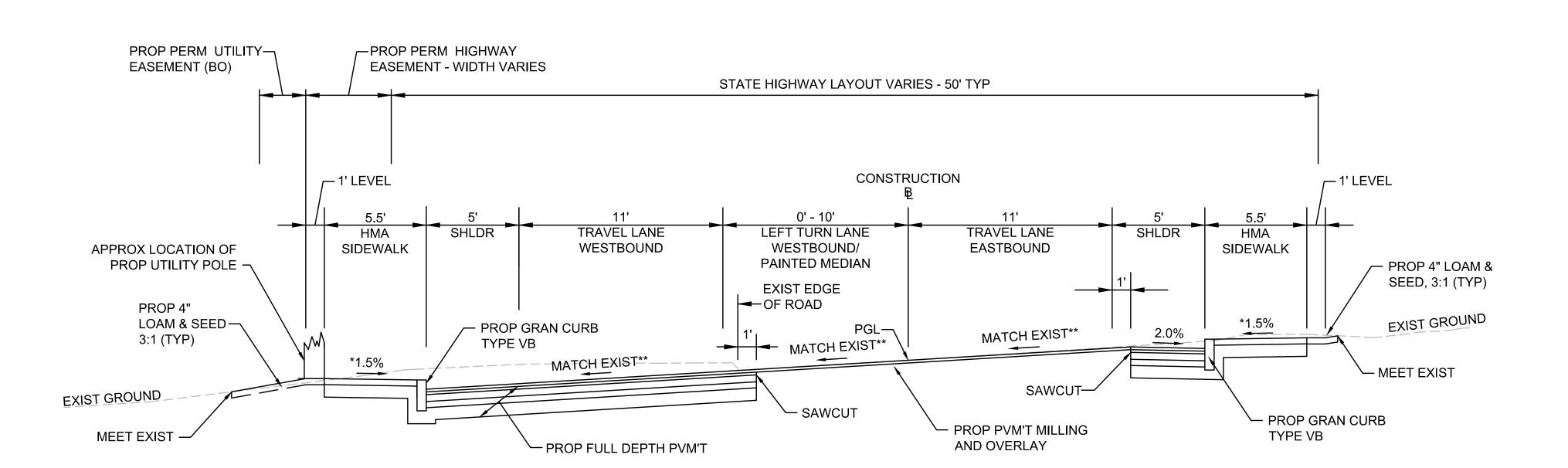
PROPOSED CEMENT CONCRETE WALK/WHEELCHAIR RAMP

SURFACE: 4" CEMENT CONCRETE AIR AIR ENTRAINED 4000 PSI, 3/4", 610

FOUNDATION: 8" GRAVEL BORROW, TYPE b

TYPICAL SECTION NOTES:

- 1. ALL SUPERPAVE HOT MIX ASPHALT (HMA) SHALL BE WARM MIX ASPHALT (WMA) PAVEMENT.
- 2. FOR HOT MIX ASPHALT MATERIALS, MIX TYPE AND LAYER THICKNESS IS PRELIMINARY AND SUBJECT TO REVISION AFTER COMPLETE PAVEMENT DESIGN HAS BEEN COMPLETED.
- 3. ALL HOT MIX ASPHALT PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 450 QUALITY ASSURANCE FOR HMA.
- 4. ALL HOT MIX ASPHALT PAVEMENT SHALL BE PRODUCED IN ACCORDANCE WITH SECTION 455 SUPERPAVE HMA SPECIFICATIONS.
- 5. ASPHALT EMULSION FOR TACK COAT (ITEM 452.) SHALL BE DPRAY APPLIED FOR DOUBLE OVERLAP COVERAGE AT 0.07 GAL/SY OVER MILLED SURFACES AND 0.05 GAL/SY OVER SMOOTH SURFACES.
- 6. HMA JOINT SEALANT (ITEM 453.) SHALL BE APPLIED IN SURFACE COURSE AT ALL VERTICAL COLD JOINTS PRIIOR TO HMA PAVING.



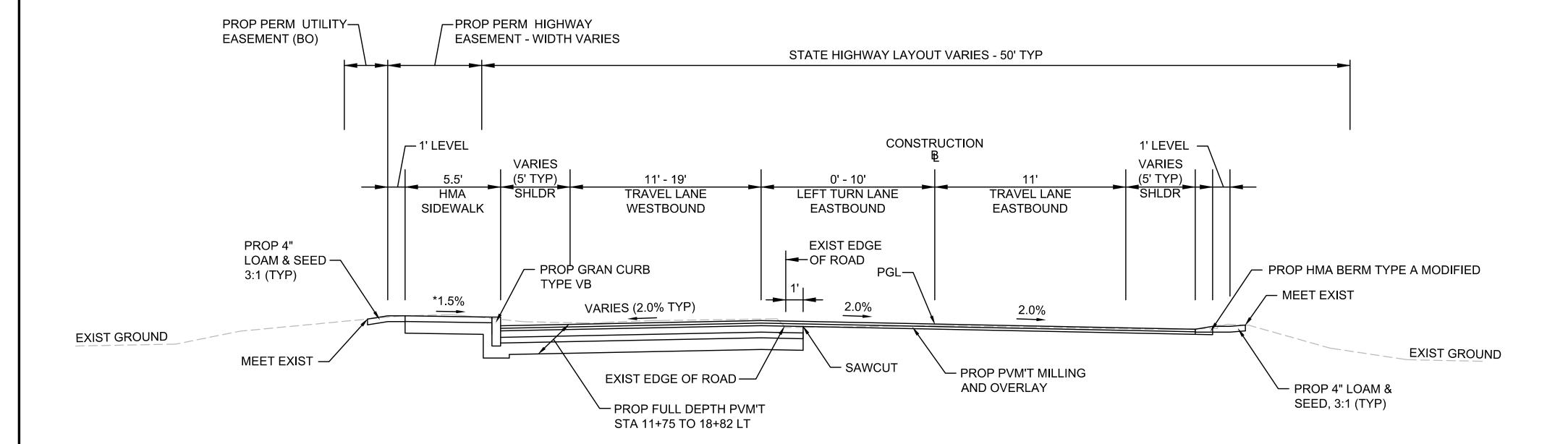
* 0.5% TOLERANCE FOR CONSTRUCTION

** SLOPE VARIES (0.8% TO 5.2%)

BOSTON POST ROAD (ROUTE 20)

STA 18+82± TO STA 23+50±

NTS



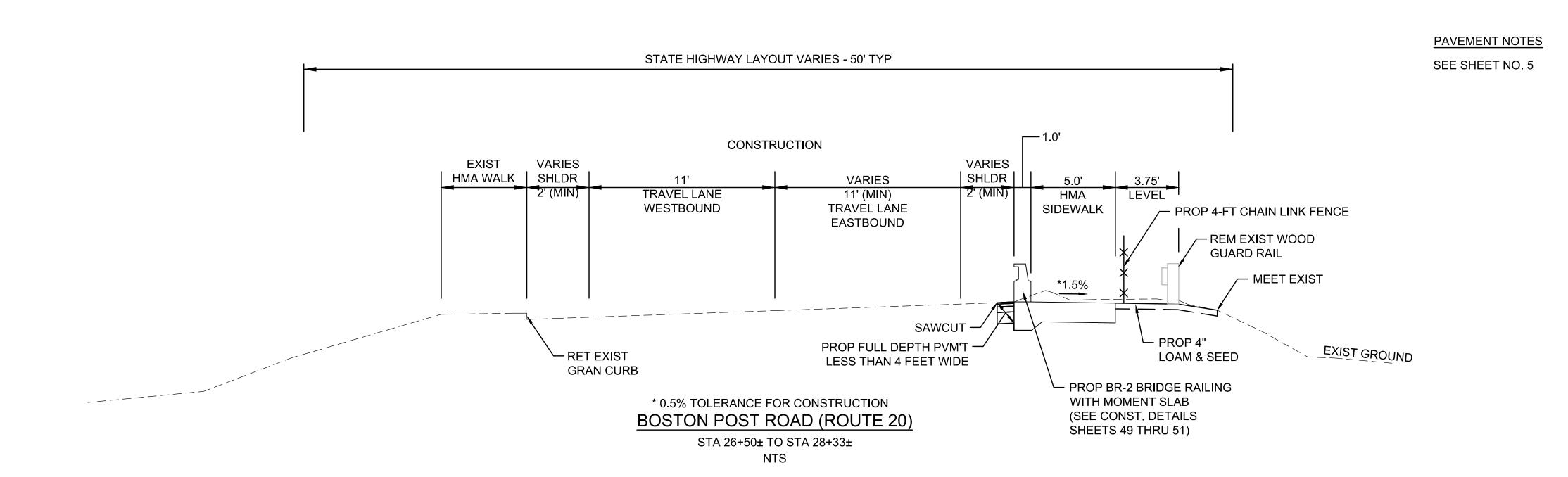
* 0.5% TOLERANCE FOR CONSTRUCTION

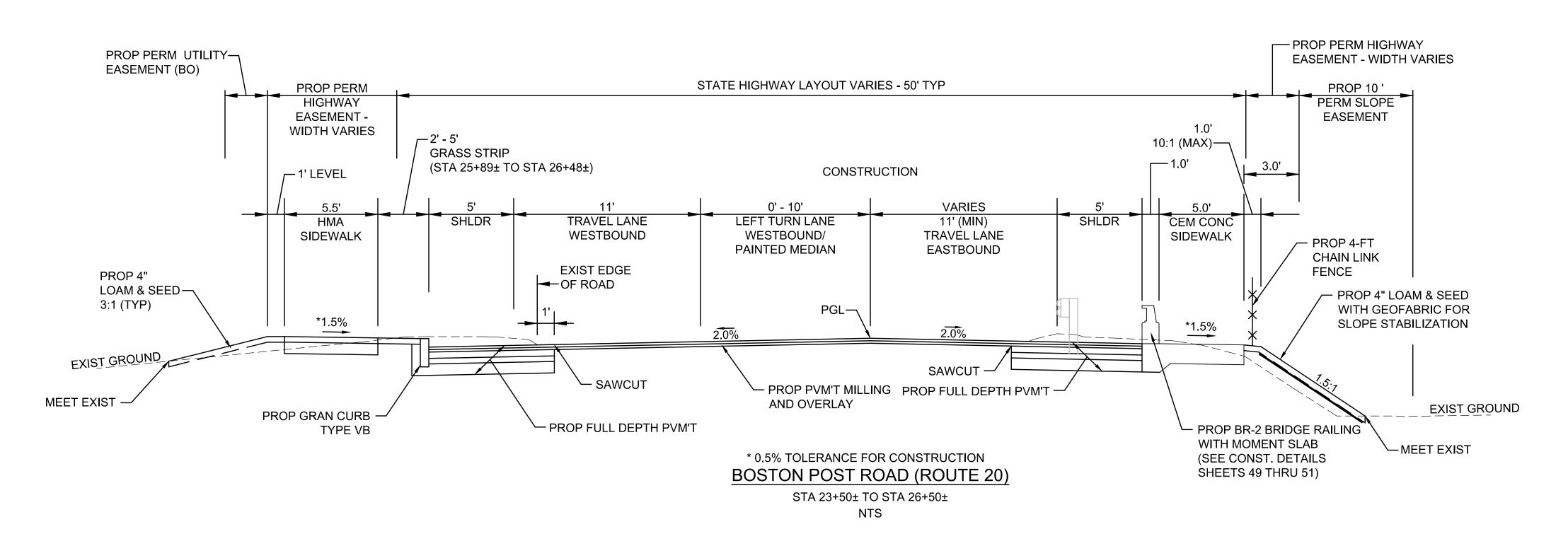
BOSTON POST ROAD (ROUTE 20)

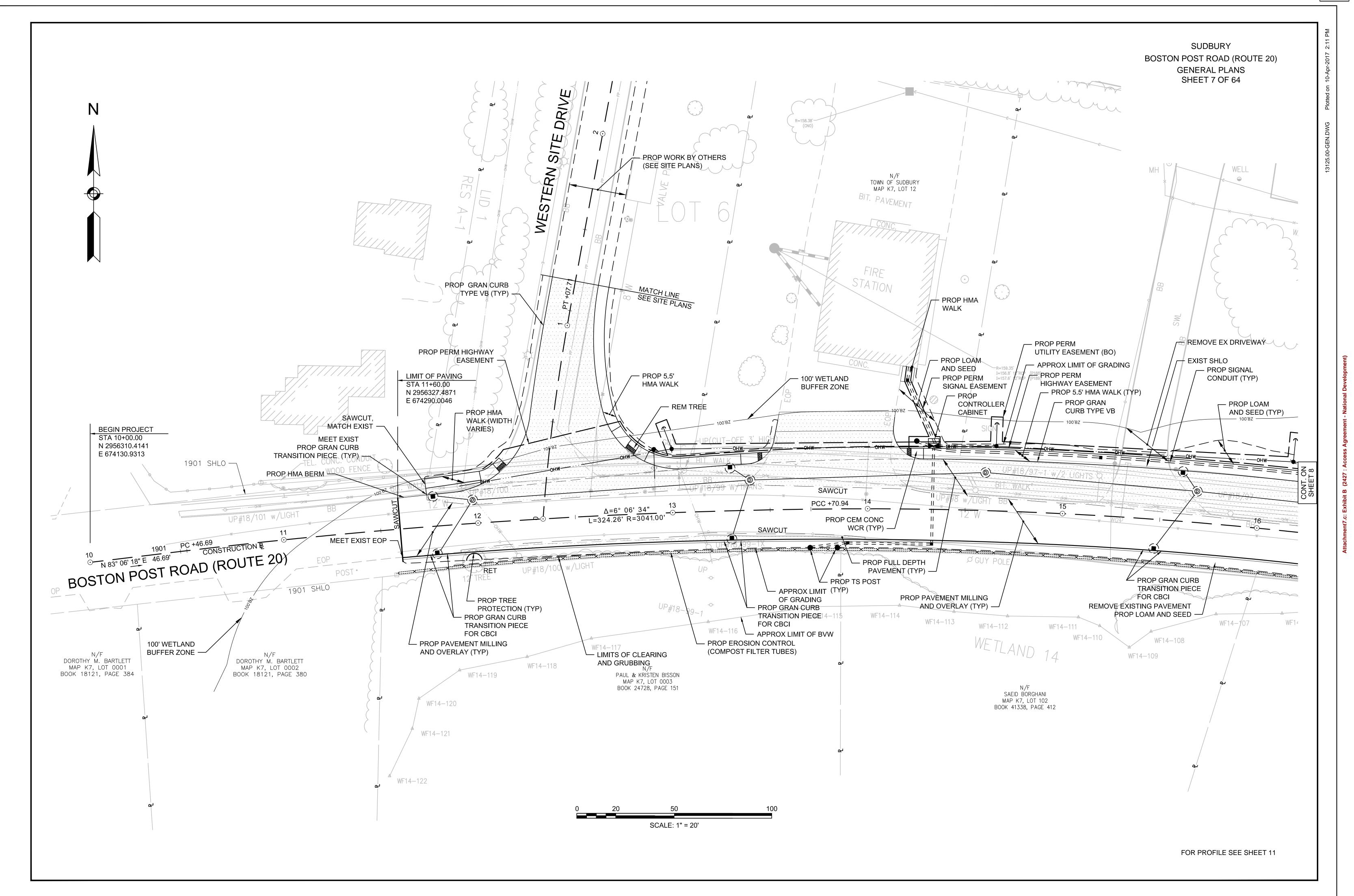
STA 11+60± TO STA 18+82±

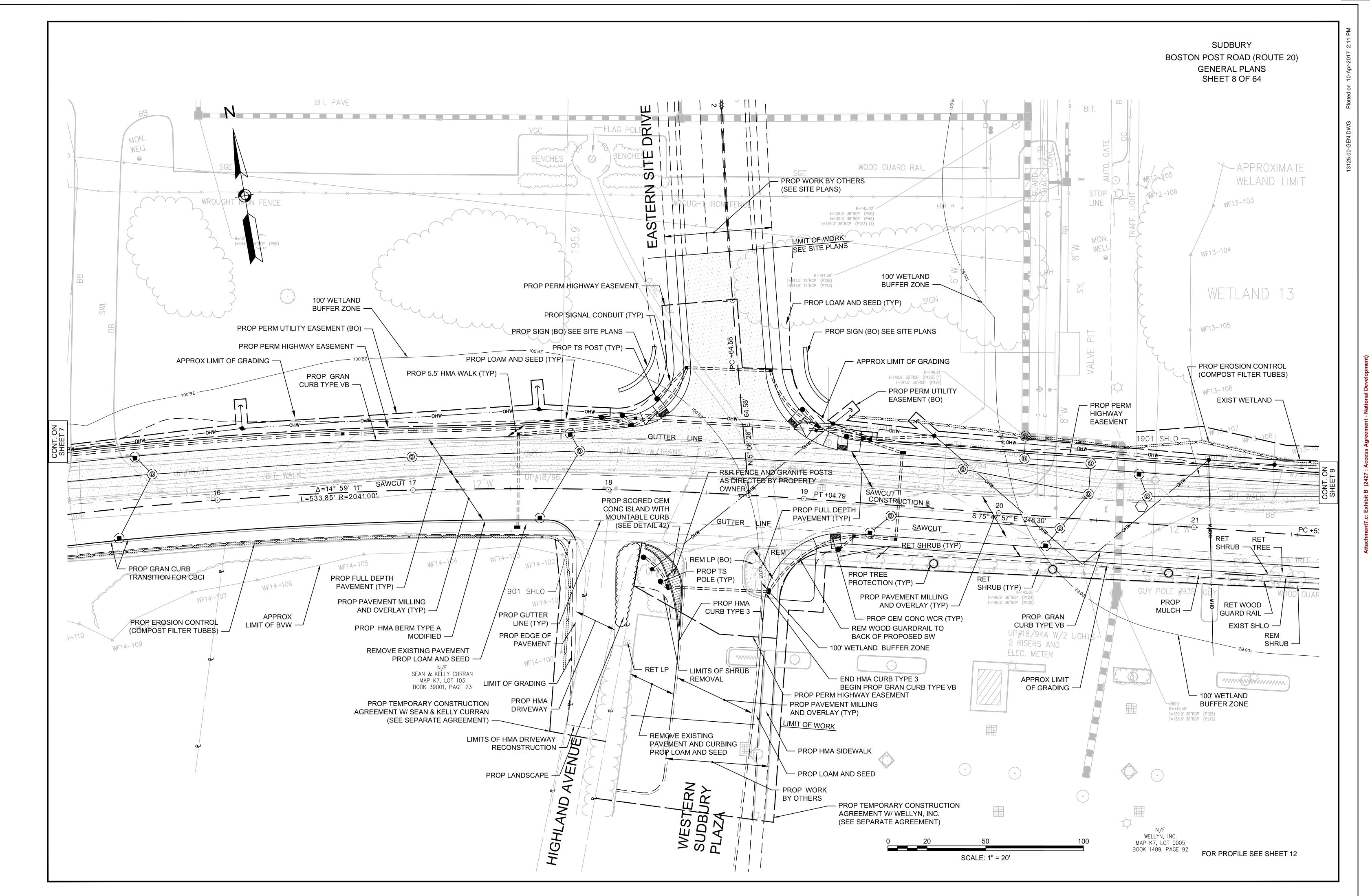
NTS

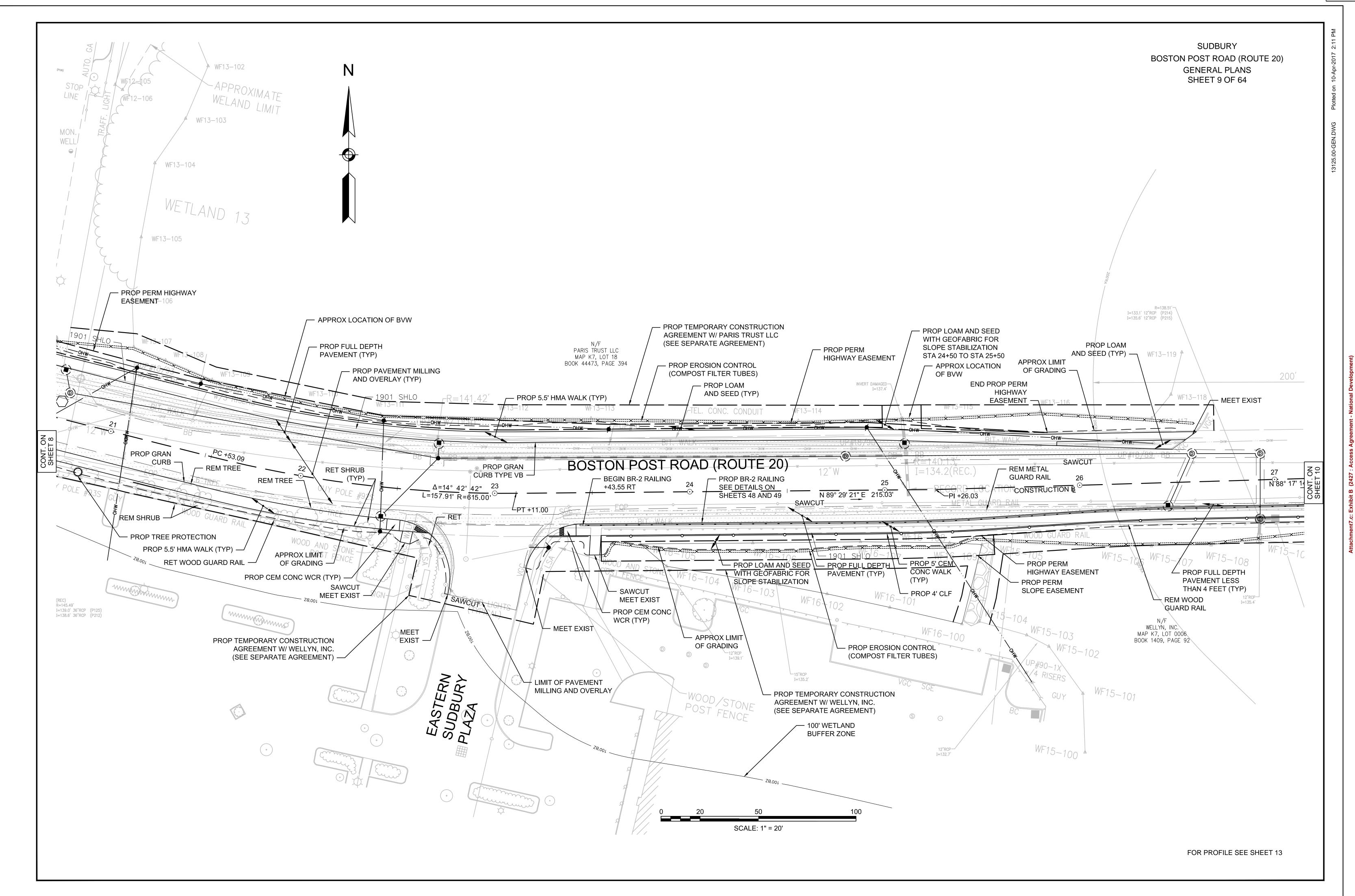
SUDBURY
BOSTON POST ROAD (ROUTE 20)
TYPICAL SECTIONS & PAVEMENT NOTES
SHEET 6 OF 64

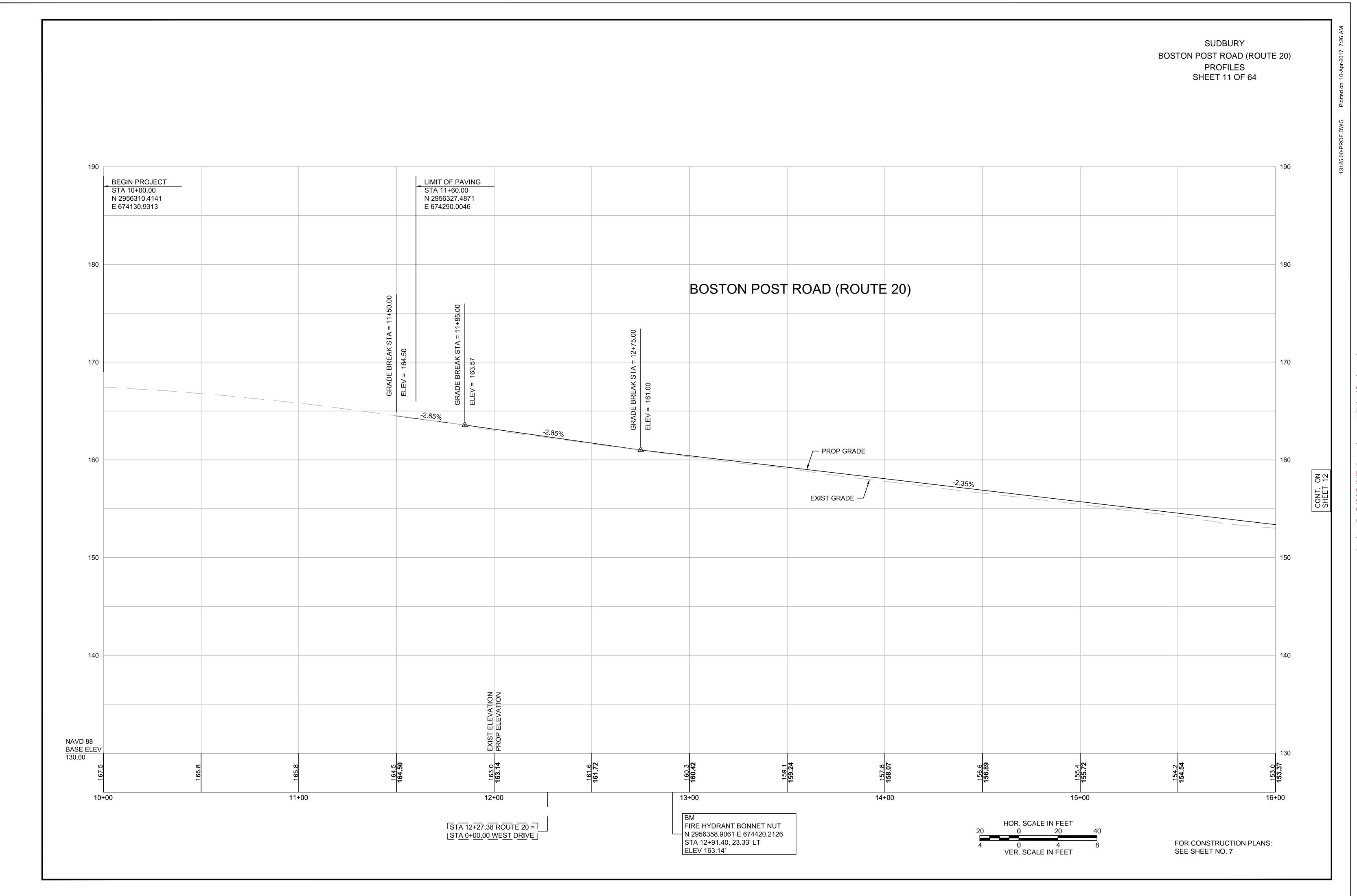


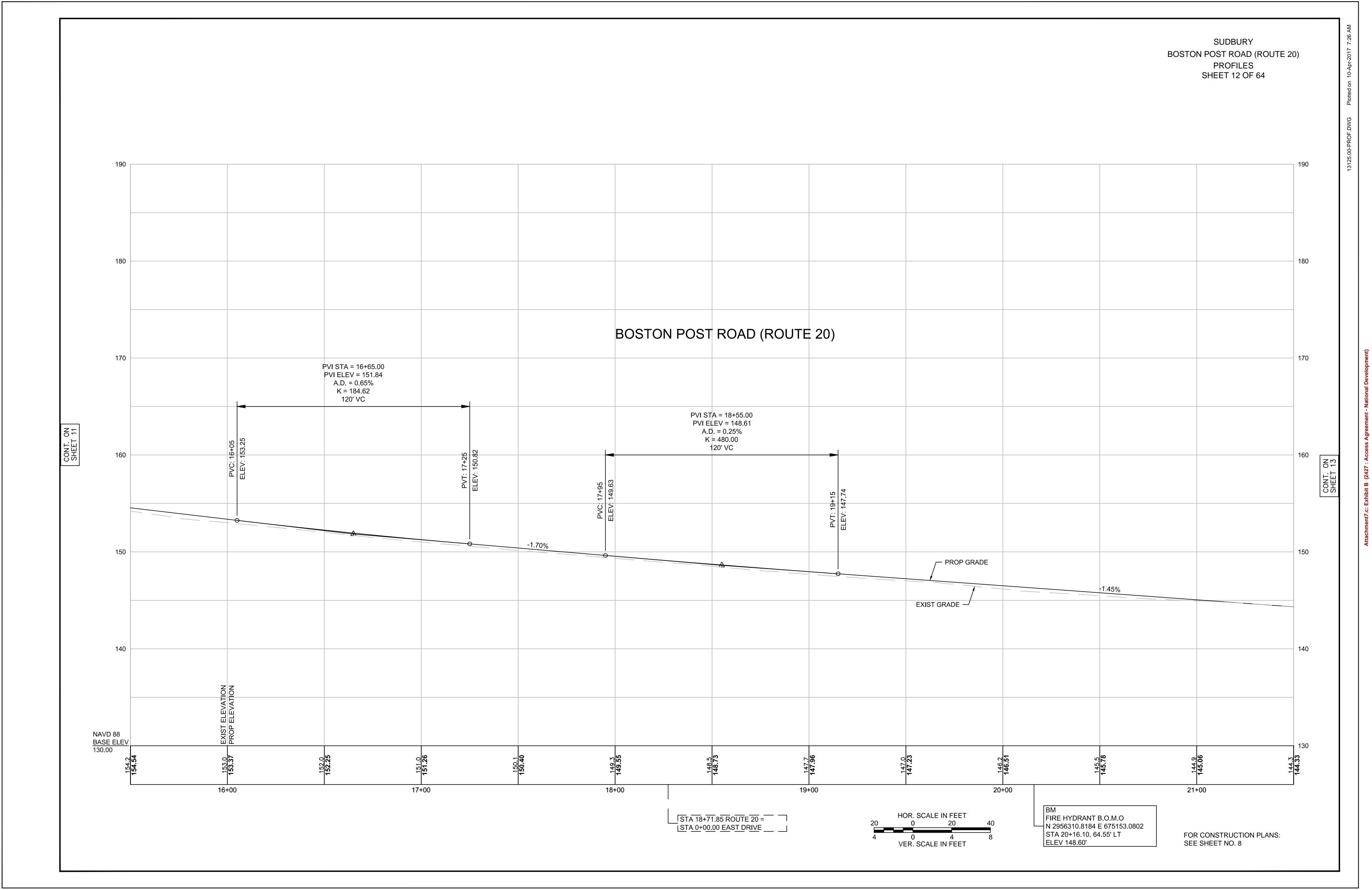


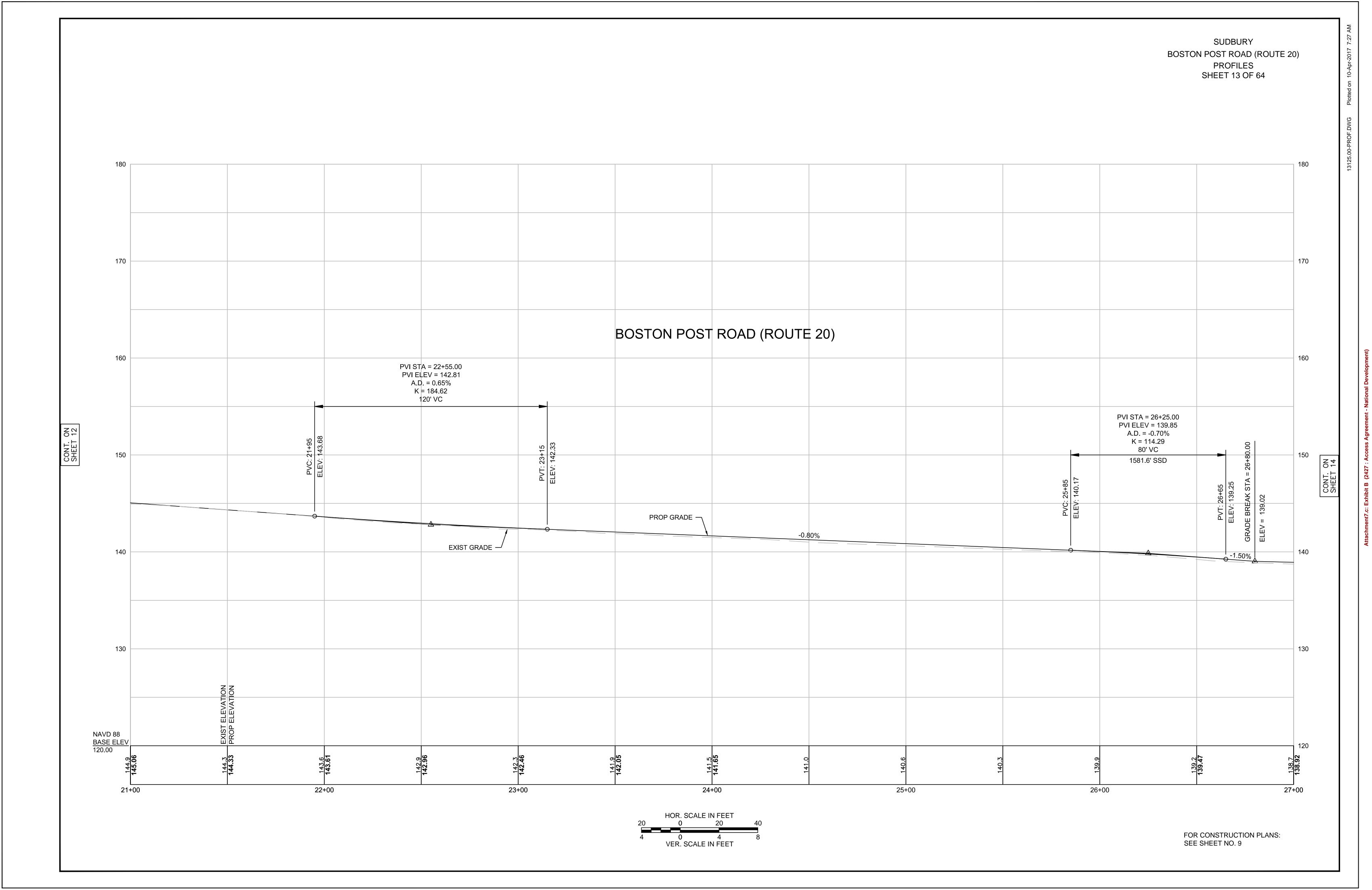




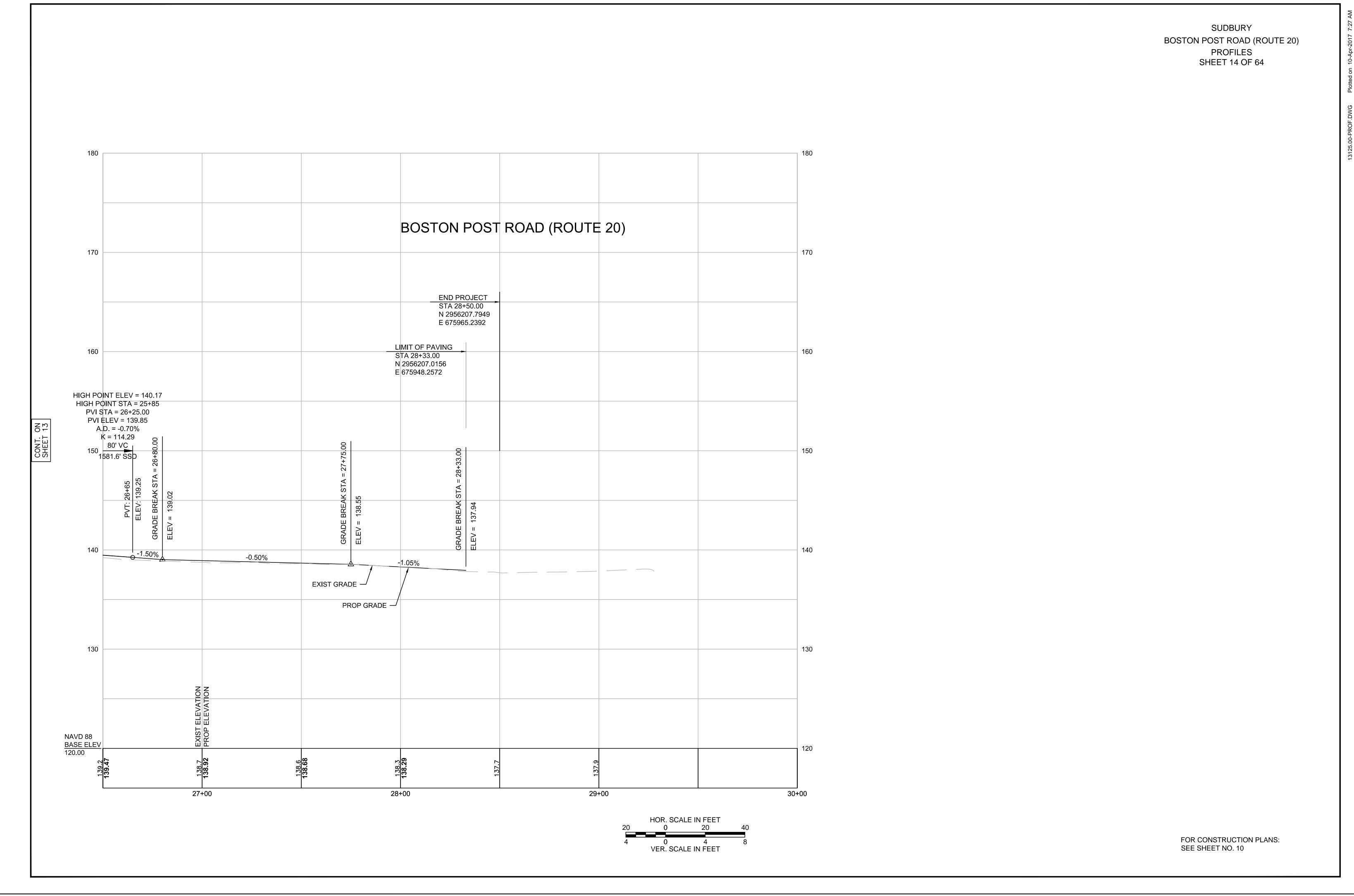


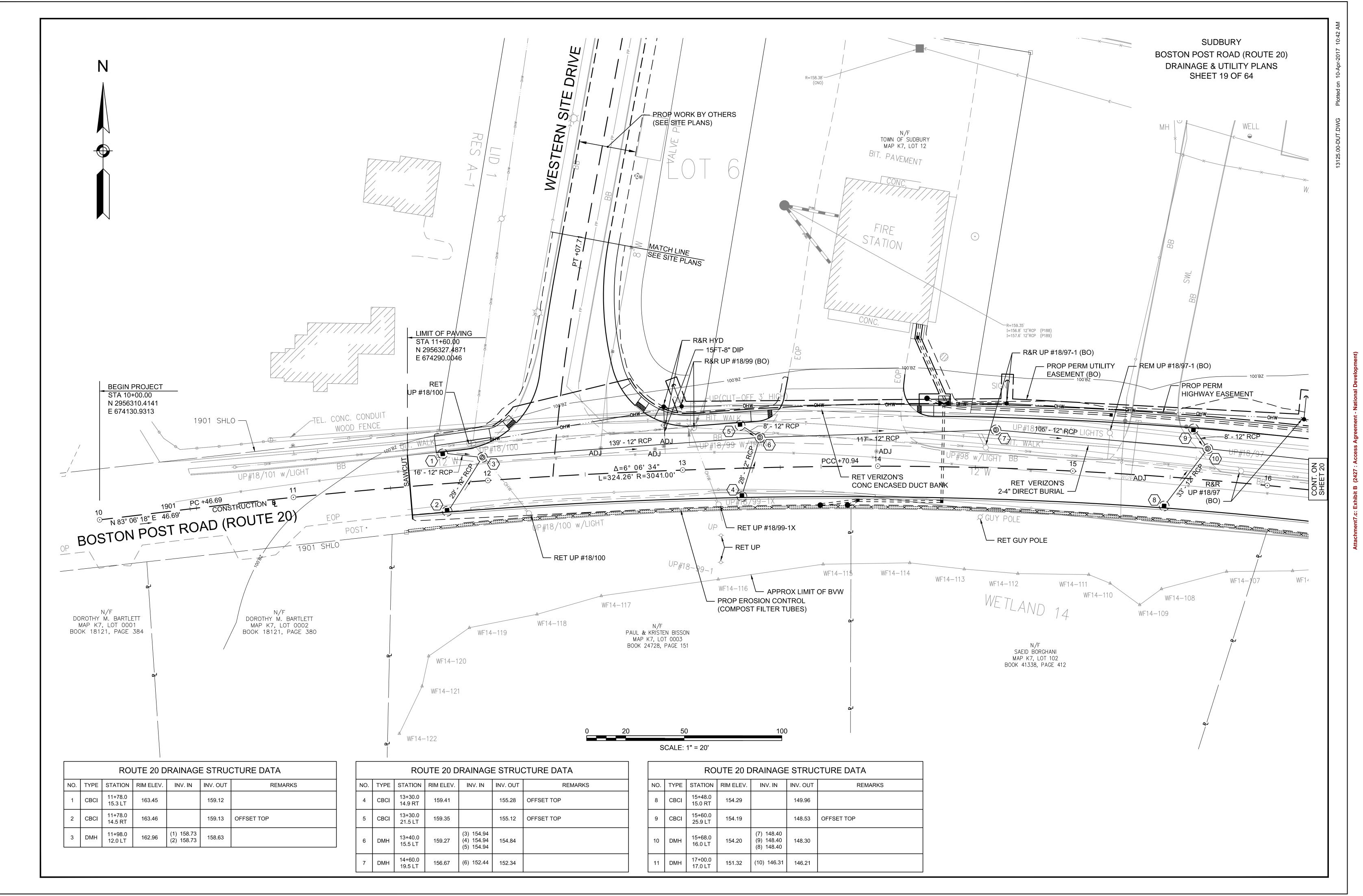


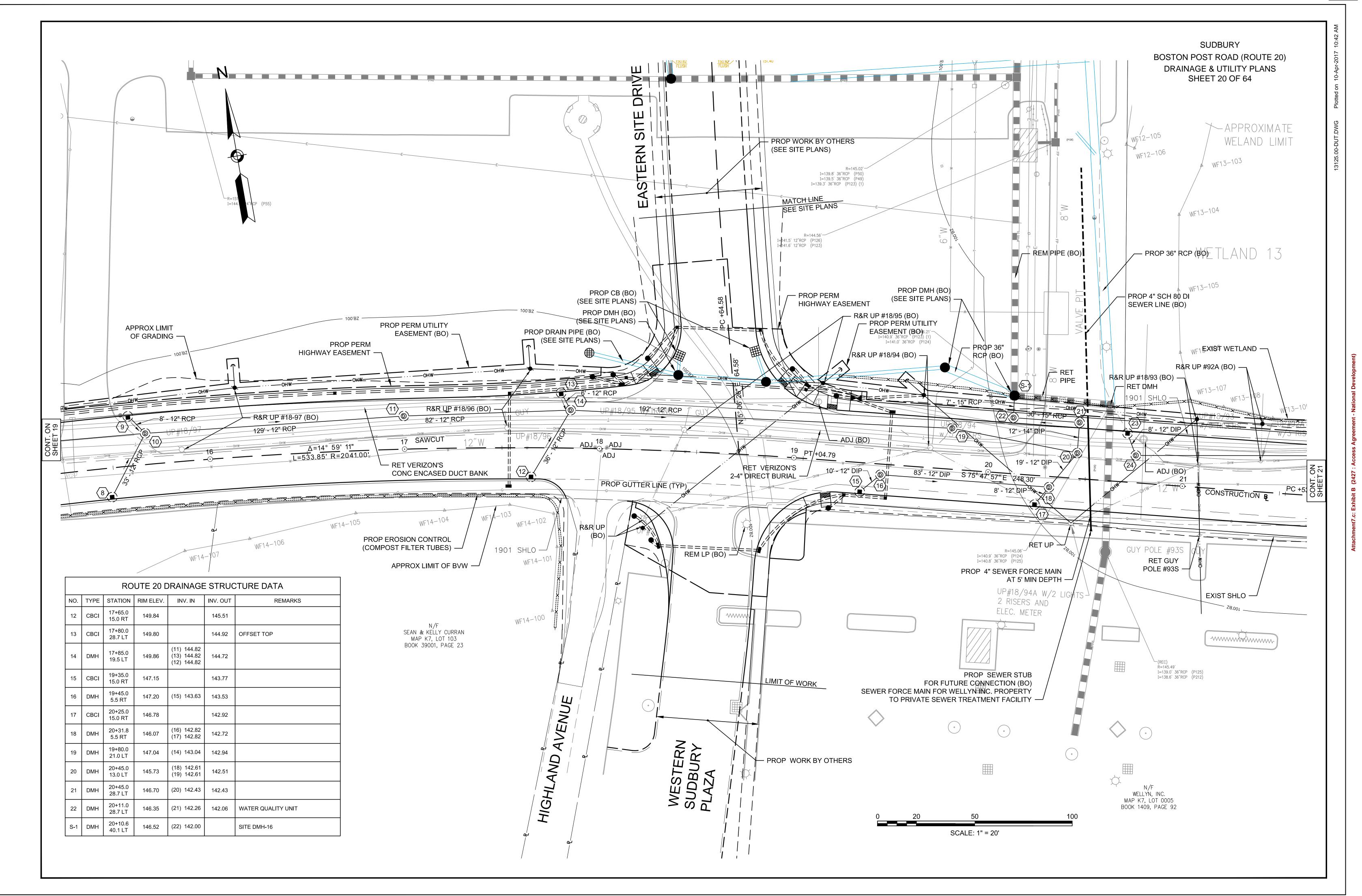


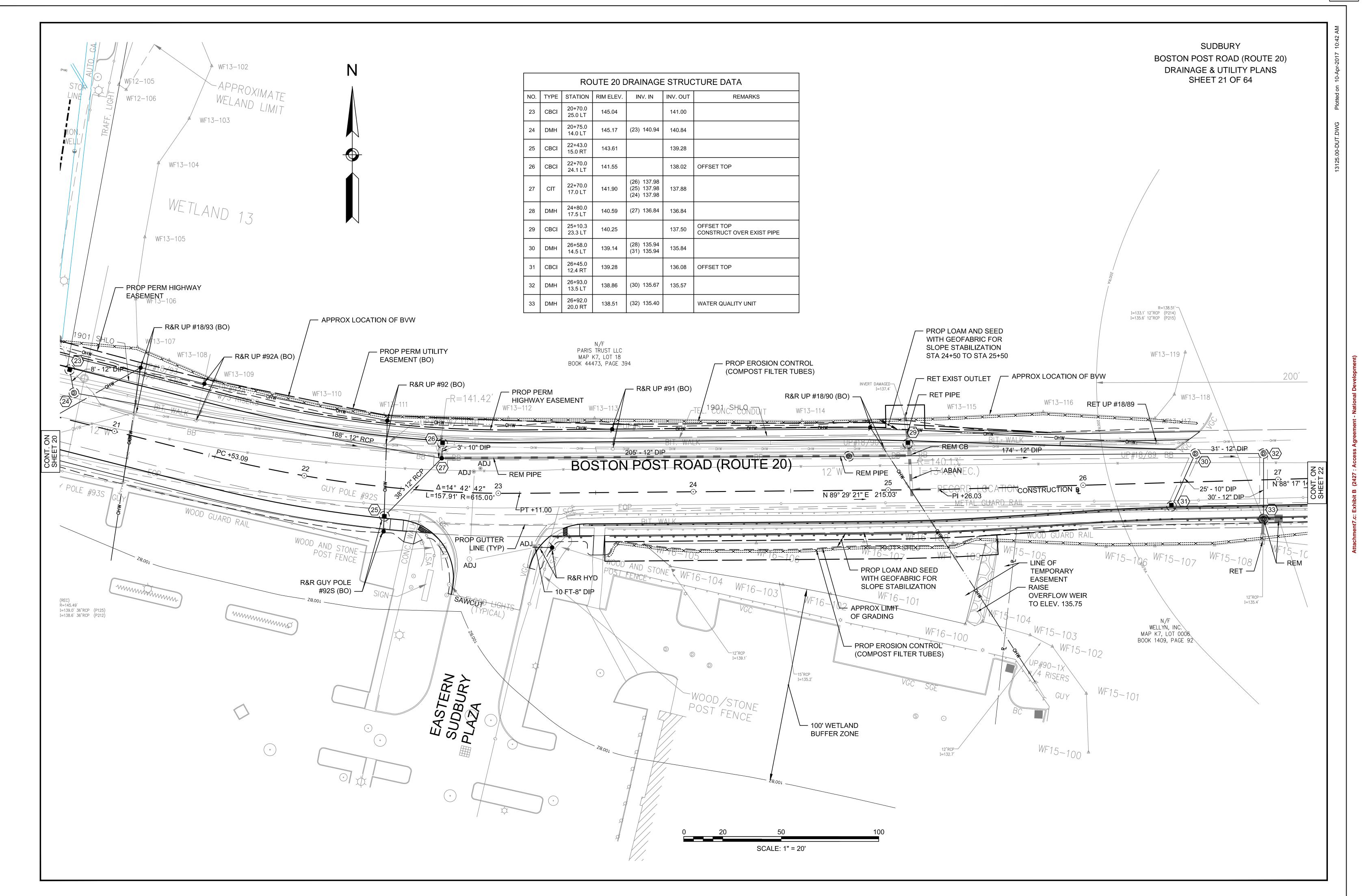


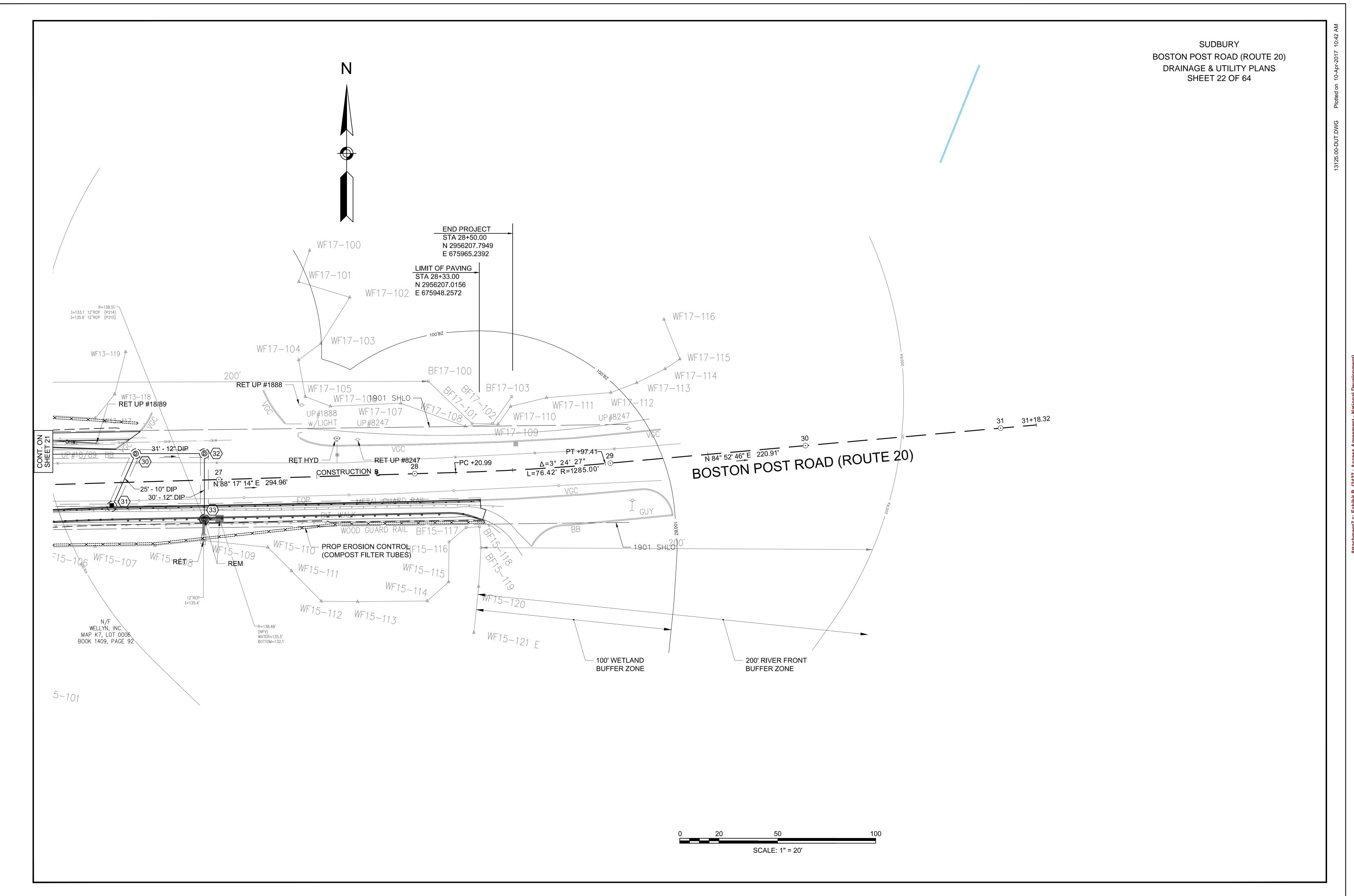




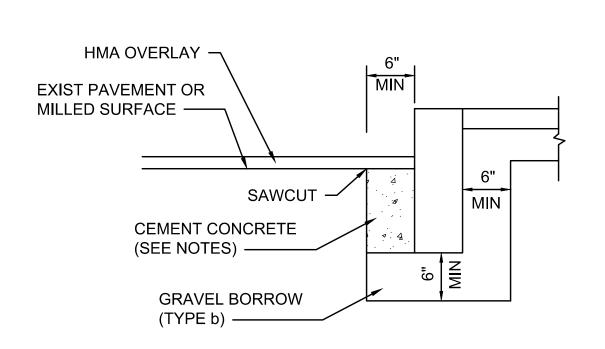








SUDBURY
BOSTON POST ROAD (ROUTE 20)
CONSTRUCTION DETAILS
SHEET 42 OF 64



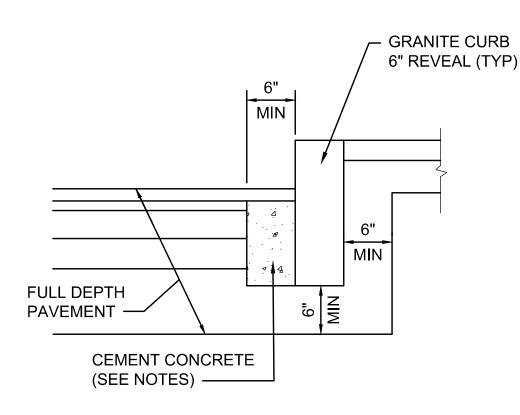
NOTES:

- 1. CONCRETE SHALL BE INCLUDED IN PRICE BID FOR GRANITE CURB.

 2. SAWCLIT 6" FROM CLIRB LINE AND REMOVE EXISTING PAVEMENT.
- 2. SAWCUT 6" FROM CURB LINE AND REMOVE EXISTING PAVEMENT AND GRAVEL. REPLACE WITH CEMENT CONCRETE.
- 3. ANY DESIGNATED CEMENT CONCRETE THAT IS ACCEPTABLE UNDER SECTION M4 OF THE STANDARD SPECIFICATIONS MAY BE USED. ALL TEST REQUIREMENTS ARE WAIVED. HOT MIX ASPHALT SHALL NOT BE USED AS A SUBSTITUTE.

GRANITE CURB IN EXISTING PAVEMENT - WITH OVERLAY

SCALE: N.T.S.

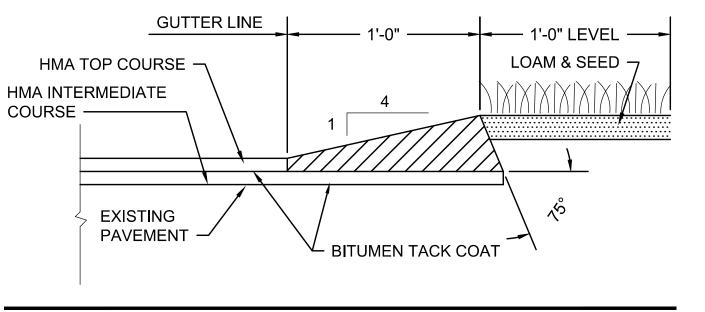


NOTES:

- 1. TO BE PLACED IF CURB IS INSTALLED AFTER HOT MIX ASPHALT
- CONCRETE SHALL BE INCLUDED IN PRICE BID FOR GRANITE CURB
- 3. ANY DESIGNATED CEMENT CONCRETE THAT IS ACCEPTABLE UNDER SECTION M4 OF THE STANDARD SPECIFICATIONS MAY BE USED. ALL TEST REQUIREMENTS ARE WAIVED. HOT MIX ASPHALT SHALL NOT BE USED AS A SUBSTITUTE.

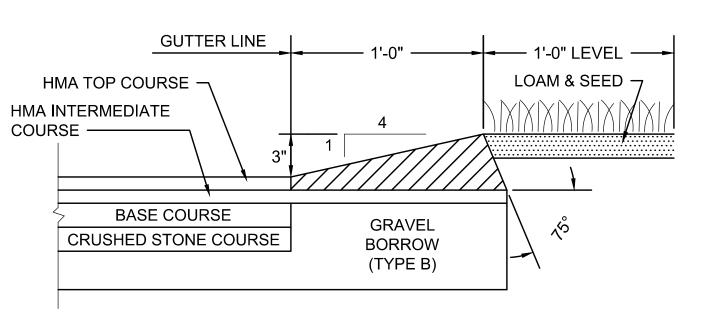
GRANITE CURB IN FULL DEPTH PAVEMENT

SCALE: N.T.S.



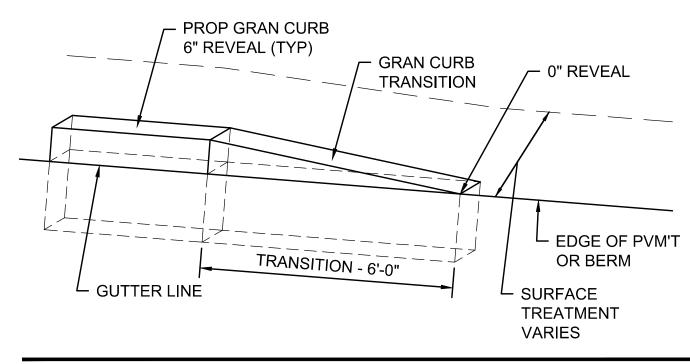
HMA BERM TYPE A-MODIFIED AT PAVEMENT OVERLAY

SCALE: N.T.S. DWG: CURB-12 DATE: JAN. 2013



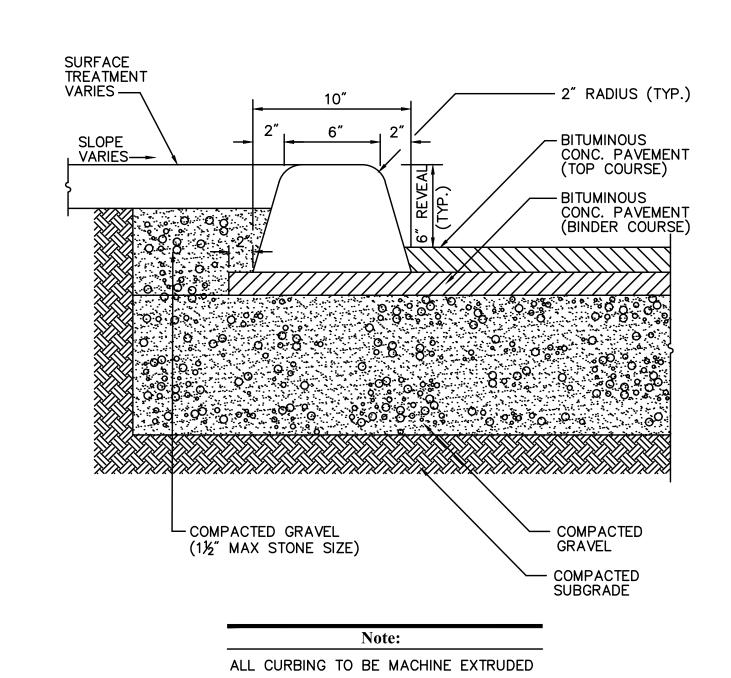
HMA BERM TYPE A-MODIFIED (USED WITH FULL DEPTH PAVEMENT)

SCALE: N.T.S. DWG: CURB-14 DATE: JAN. 2013



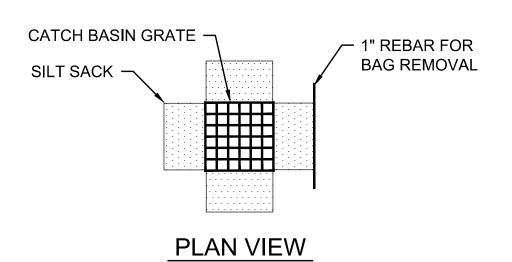
GRANITE CURB TRANSITION PIECE

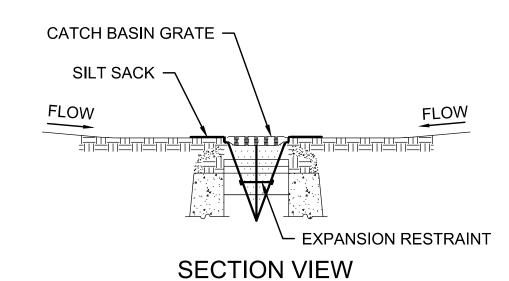
SCALE: N.T.S.



HOT MIX ASPHALT CURB TYPE 3 6/08

N.T.S. Source: VHB LD_406



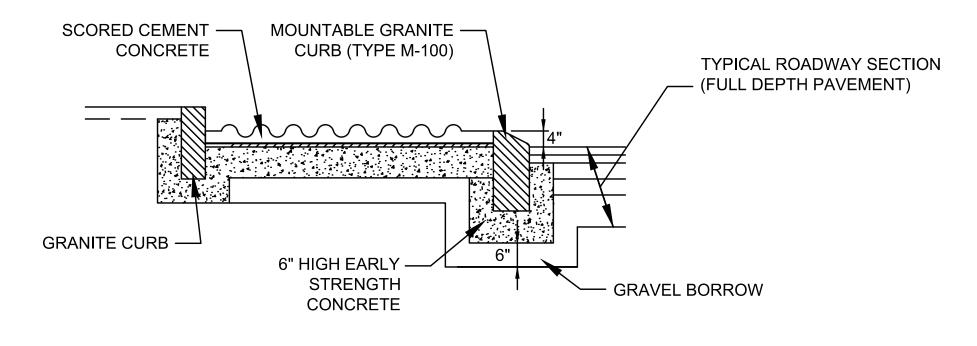


NOTES:

- 1. INSTALL SILT SACK IN EXISTING CATCH BASINS, BEFORE COMMENCING WORK, AND IN NEW CATCH BASINS IMMEDIATELY AFTER INSTALLATION OF STRUCTURE. MAINTAIN UNTIL BINDER COURSE PAVING IS COMPLETE OR A PERMANENT STAND OF GRASS HAS BEEN ESTABLISHED.
- 2. GRATE TO BE PLACED OVER SILT SACK.
- 3. SILT SACK SHALL BE INSPECTED PERIODICALLY AND AFTER ALL STORM EVENTS AND CLEANING OR REPLACEMENT SHALL BE PERFORMED

INLET PROTECTION - SILT SACK IN CATCH BASIN

SCALE: N.T.S.

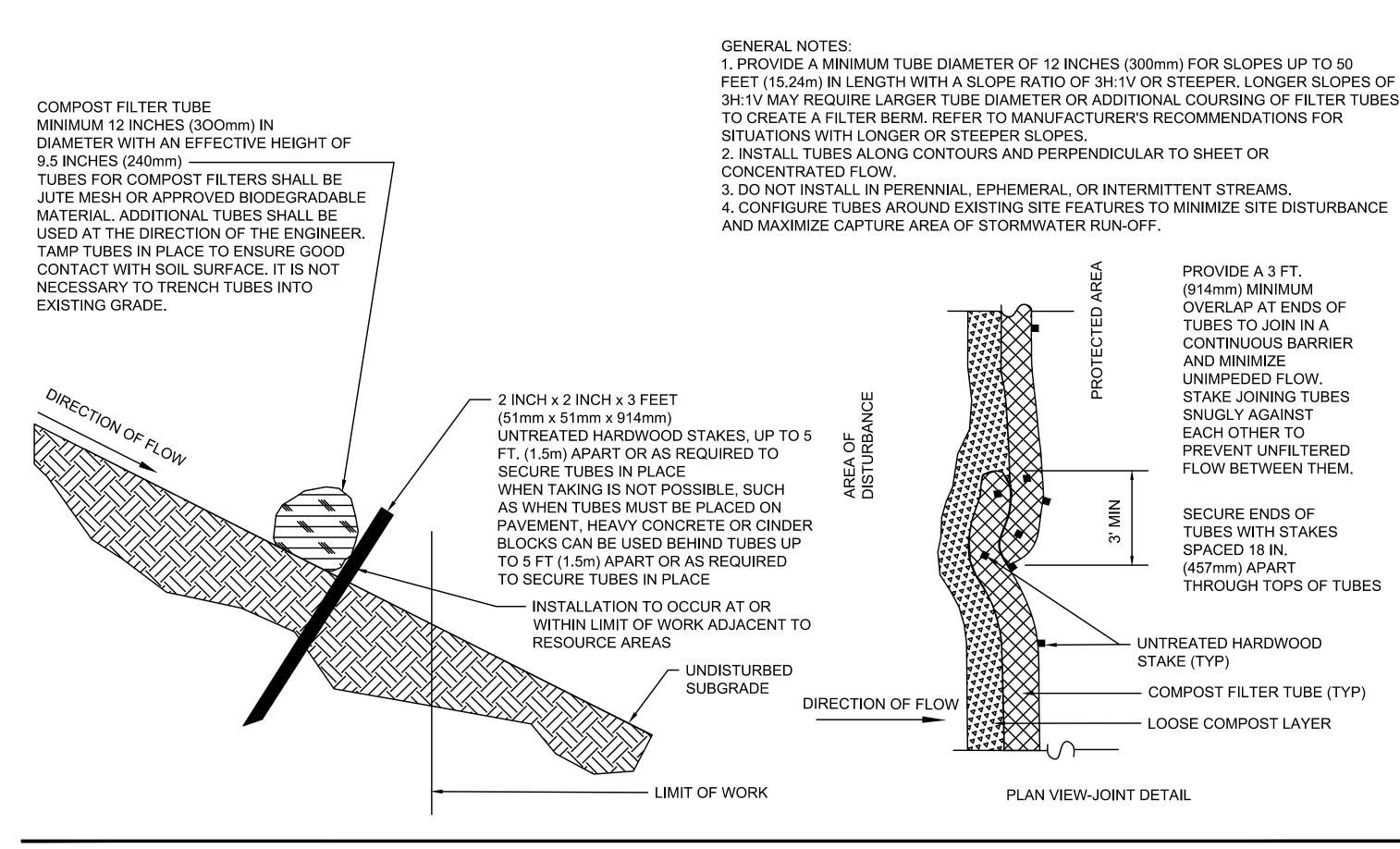


SCORED ISLAND DETAIL WITH MOUNTABLE CURB (TYPE M-100)

SCALE: N.T.S.

SUDBURY

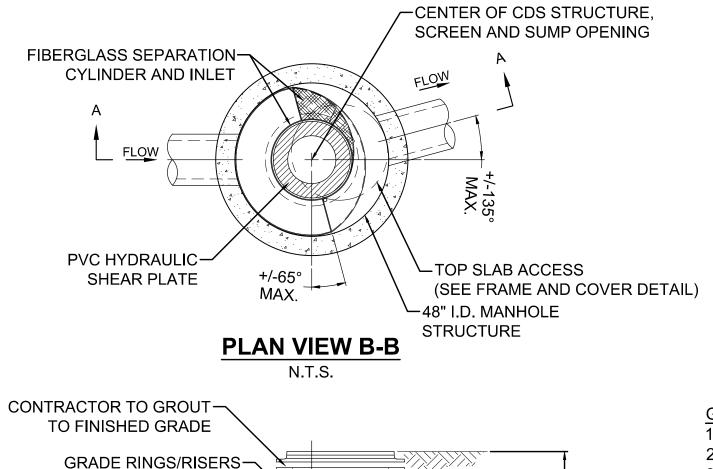
BOSTON POST ROAD (ROUTE 20)



CONSTRUCTION DETAILS SHEET 44 OF 64 — LIMIT OF FENCING (MULTIPLE TREES) EXISTING TREE (S) PRUNE PER ISA STANDARDS, REMOVE DEAD & DAMAGED 2x4 DIM. LUMBER BRANCHES. TIE ATTACHED W/METAL STRAPPING (OPT) AT 2 BRANCHES UP TO EXISTING^L **AVOID DAMAGE FROM** LOCATIONS (MIN.). TREE CONSTRUCTION CLADDING SHALL BE 8' HIGH WITH 6" SPACING OF **EQUIPMENT** BOARDS. WRAP BARK W/BURLAP PRIOR TO ARMORING. **WOODEN OR METAL** POSTS (TYPICAL) -CANOPY INSTALL FENCING AT EDGE OF EXISTING ((VARIES) DRIPLINE OR AS FAR FROM TREE TRUNK AS POSSIBLE. MIN. DISTANCE IS 6' FROM TRUNK. MAY BE PLASTIC SNOW FENCE LIMIT OF OR CHAIN LINK, MIN. 4' HIGH -CONSTRUCTION IMPACT (REFER TO PLANS) -ZONE OF CONSTRUCTION IMPACT (CUT/FILL) - EXISTING - AREA OF GRADE UNDISTURBED ROOT ZONE LIMIT OF FENCING LIMIT OF FENCE (MULTIPLE TREES) (INDIVIDUAL TREE) 6 FT MÍN — LIMIT OF FENCING (INDIVIDUAL TREE) PRUNE DAMAGED OR **PLAN VIEW** NO STORAGE OF EQUIPMENT OR **EXPOSED ROOTS DAMAGED** STOCKPILING OF MATERIALS WITHIN WITH A SHARP SAW DRIPLINE TREE PROTECTION

EROSION CONTROL BARRIER (COMPOST FILTER TUBES)

SCALE: N.T.S.



-OUTLET

-PERMANENT

ELEV.

4 4 4

SECTION A-A

CONTECH ORIVINATER SOLUTIONS. FRAME AND COVER (DIAMETER VARIES) N.T.S.

GENERAL NOTES

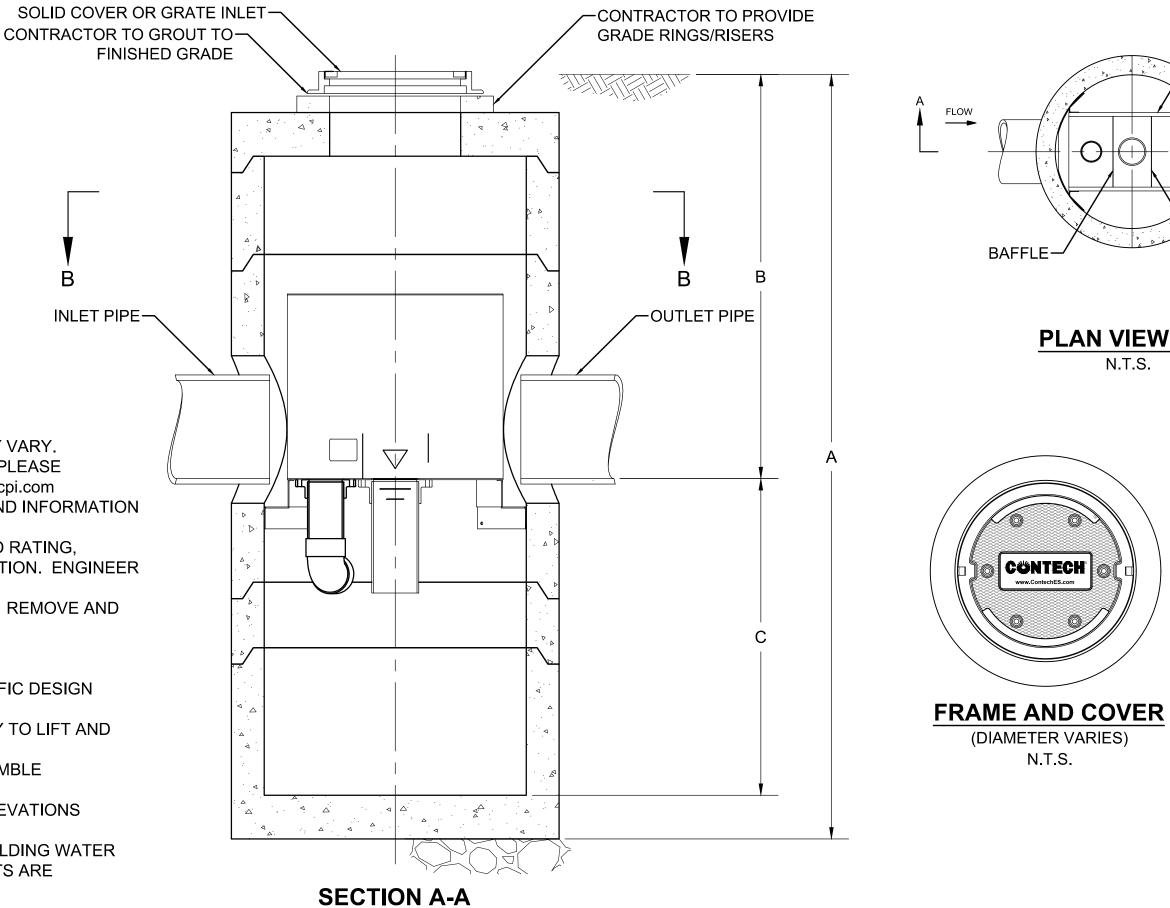
- 1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
- 2. DIMENSIONS MARKED WITH () ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
- 3. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH CONSTRUCTION PRODUCTS REPRESENTATIVE. www.contech-cpi.com
- 4. CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.

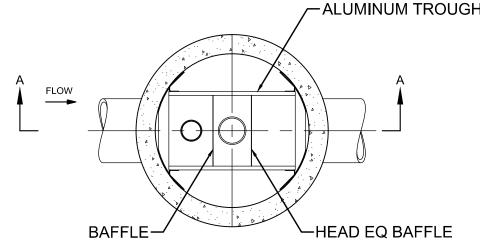
SCALE: N.T.S.

- 5. STRUCTURE SHALL MEET AASHTO HS20 AND CASTINGS SHALL MEET AASHTO M306 LOAD RATING, ASSUMING GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION.
- 6. PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.

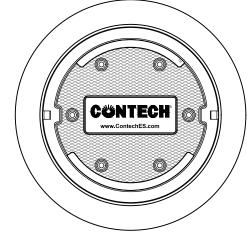
INSTALLATION NOTES

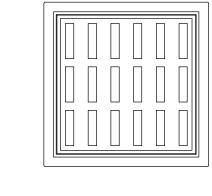
- 1. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
- 2. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE (LIFTING CLUTCHES PROVIDED)
- 3. CONTRACTOR TO ADD JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS, AND ASSEMBLE STRUCTURE.
- 4. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT PIPES. MATCH PIPE INVERTS WITH ELEVATIONS
- 5. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.











(DIAMETER VARIES)

FRAME AND GRATE (24" SQUARE) N.T.S.

WATER QUALITY UNIT(VORTSENTRY HS MODEL)

WATER QUALITY UNIT (CONTECH - CDS MODEL 2015-4-C) AND SCALE: N.T.S.

FIBERGLASS-

SEPARATION

CYLINDER AND INLET

(MULTIPLE INLET

ACCOMMODATED)

PIPES MAY BE

OIL BAFFLE SKIRT

SEPARATION-

PVC HYDRAULIC-

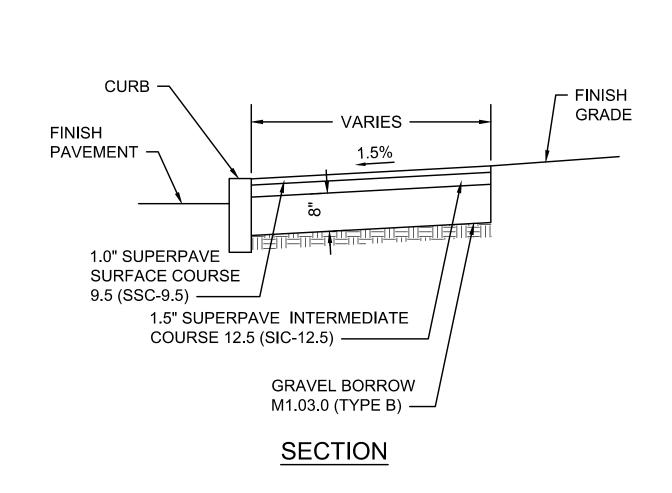
SOLIDS STORAGE-

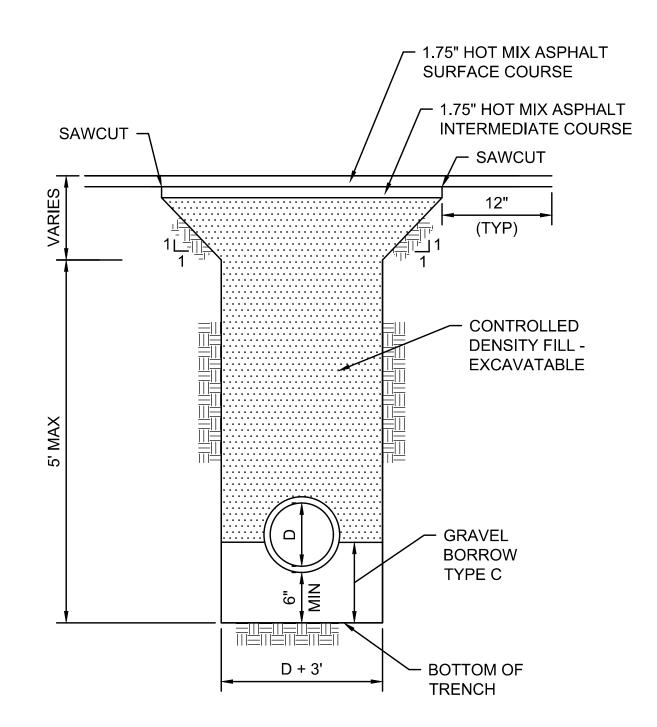
SHEAR PLATE

SCREEN

INLET PIPE—

SUDBURY **BOSTON POST ROAD (ROUTE 20)** CONSTRUCTION DETAILS SHEET 44 OF 64





DWG: TRENCH-04

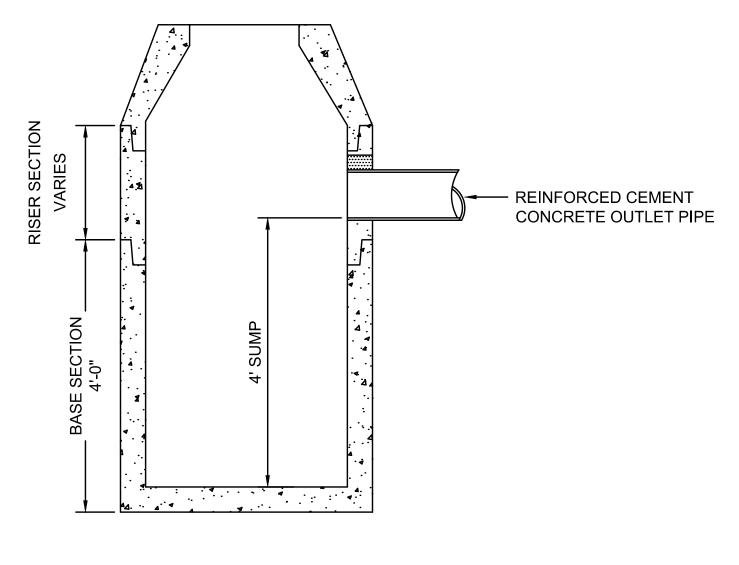
TRENCH DETAIL IN EXISTING

SEE NOTE 4

HOT MIX ASPHALT

FINISH GRADE —

SCALE: N.T.S.



DEEP SUMP

SCALE: N.T.S.

DATE: MARCH 2013

TOP OUTSIDE OF PIPE

- "DOGHOUSE" OPENING

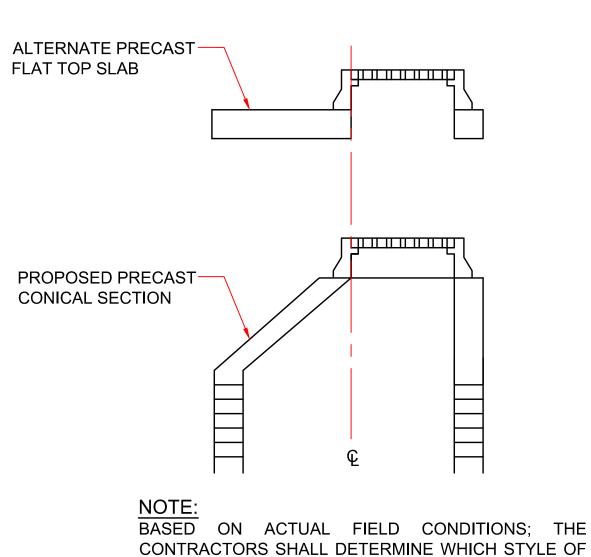
SEE NOTE 3

– DIA. VARIES

- COMPACTED SUBGRADE

SEE NOTE 2.

CATCH BASIN



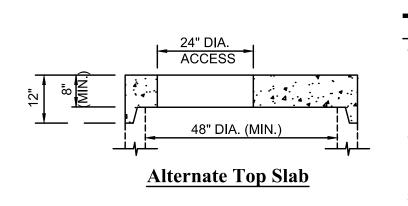
CATCH BASIN WITH ECCENTRIC CONE SECTION

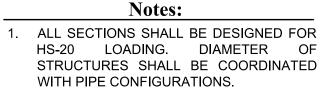
SCALE: N.T.S.

TOP SECTION SHOULD BE USED.

HMA SIDEWALK

DATE: MARCH 2013 SCALE: N.T.S. DWG: WALK-01

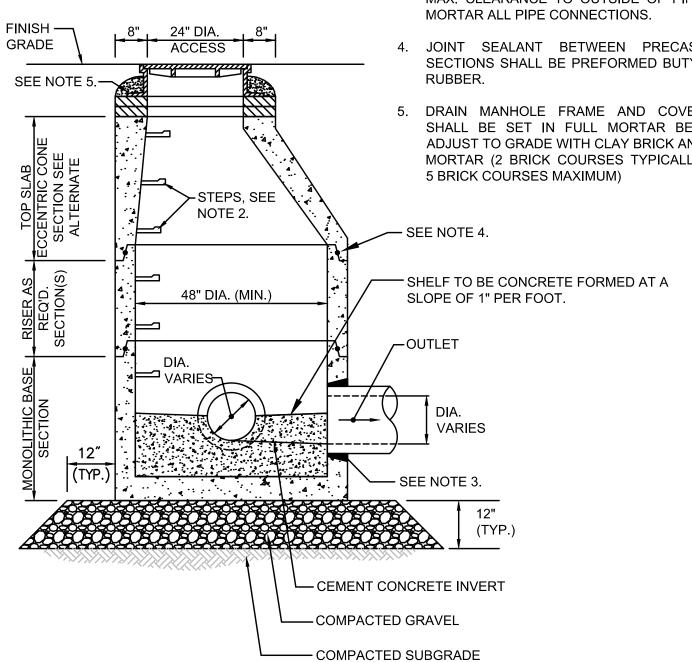




3. PROVIDE OPENINGS FOR PIPES WITH 2"

INSTALLED AT 12" O.C. FOR THE FULL

- 4. JOINT SEALANT BETWEEN PRECAST RUBBER.
- 5. DRAIN MANHOLE FRAME AND COVER SHALL BE SET IN FULL MORTAR BED. ADJUST TO GRADE WITH CLAY BRICK AND MORTAR (2 BRICK COURSES TYPICALLY, 5 BRICK COURSES MAXIMUM)



DRAIN MANHOLE	(DMH)	4/11
N.T.S.	Source: VHB	LD115

COPOLYMER MANHOLE STEPS SHALL BE

DEPTH OF THE STRUCTURE. MAX. CLEARANCE TO OUTSIDE OF PIPE.

SECTIONS SHALL BE PREFORMED BUTYL

CONSTRUCTION NOTES:

SCALE: N.T.S.

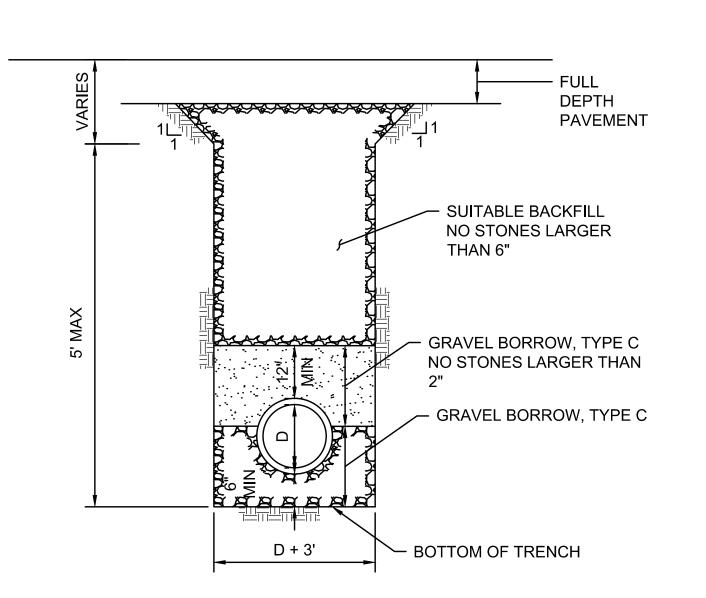
COMPACTED GRAVEL

- 1. ALL SECTIONS SHALL BE DESIGNED FOR HS-20 LOADING.
- 2. PROVIDE DOGHOUSE OPENING FOR PIPES WITH 2" MAX. CLEARANCE TO OUTSIDE OF PIPE. TOP SLAB SHALL NOT REST DIRECTLY ON PIPE. GROUT ALL PIPE CONNECTIONS (NON-SHRINK GROUT).

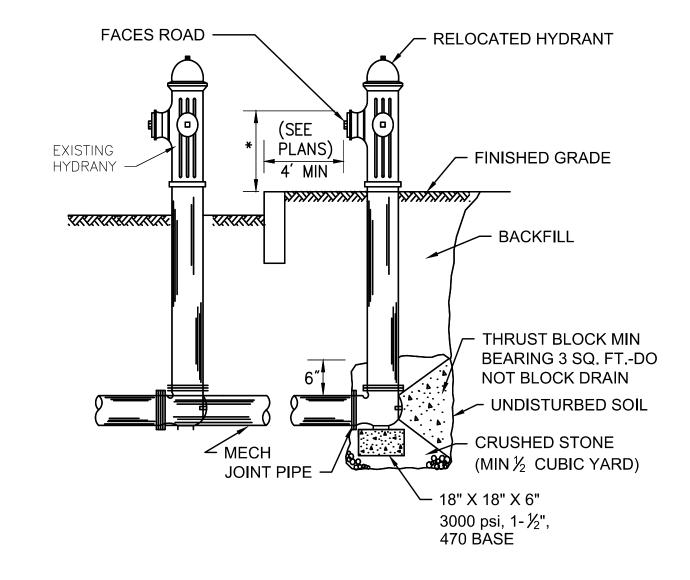
48" DIA. (MIN)

- 3. JOINT SEALANT BETWEEN PRECAST SECTIONS SHALL BE PREFORMED BUTYL RUBBER.
- 4. CATCH BASIN FRAME AND GRATE (8"DEPTH) SHALL BE SET IN FULL MORTAR BED.
- 5. ADJUST TO FINISH GRADE WITH CLAY BRICK AND MORTAR AS REQUIRED.

SHALLOW COVER DRAINAGE STRUCTURE



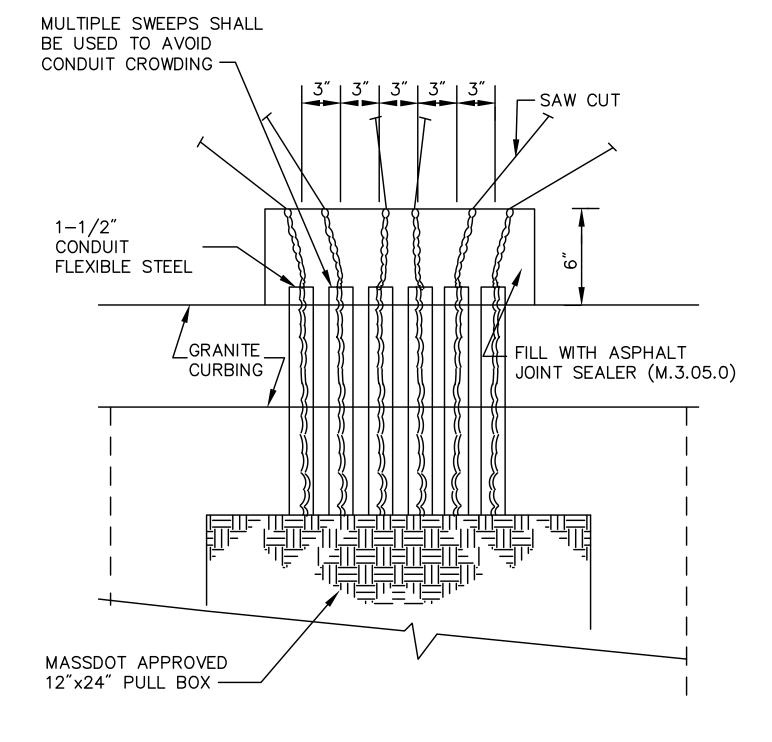




HYDRANT RELOCATION

SCALE: NTS

SUDBURY BOSTON POST ROAD (ROUTE 20) CONSTRUCTION DETAILS SHEET 45 OF 64



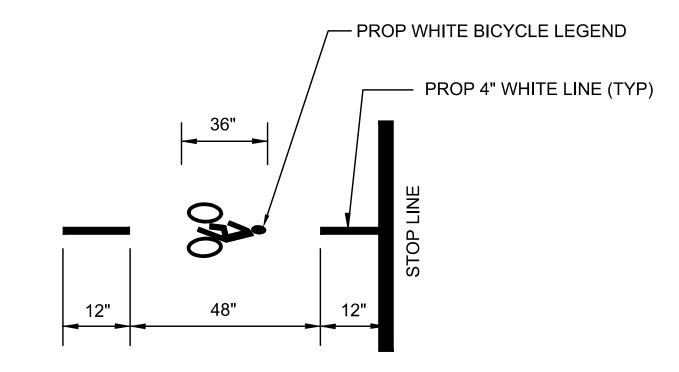
NOTE: SEE LOOP DETECTOR DETAIL SHEET FOR ADDITIONAL INFORMATION. **LOOP DETECTOR LEAD-IN - MORE THAN FOUR**

DIRECTION OF TRAVEL ___ 12" YELLOW CHANNELIZATION LINE (TYP) - WIDTH, AS NOTED DOUBLE YELLOW CENTER LINE ON PLANS

DIRECTION OF TRAVEL

1. ALL 12" LINES SHALL BE APPLIED IN ONE APPLICATION, NO COMBINATION OF LINES (e.g. TWO - 6" LINES) WILL BE ACCEPTED.

CHANNELIZED MARKINGS - MEDIAN FOR ROADWAYS 40MPH OR LESS DATE: OCT 2015 SCALE: NTS DWG: PM-13



BICYCLE LEGEND SHALL CONFORM TO THE 2004 EDITION OF STANDARD HIGHWAY SIGNS AND SCALED APPROPRIATELY TO OBTAIN REQUIRED HEIGHT OF MARKINGS.

BICYCLE LEGEND DETAIL

SCALE: N.T.S.

PROP PEDESTRIAN PUSH 10" _ BUTTON 42" MAX ABOVE MAX PROP PEDESTRIAN PUSH **CLEAR ZONE BUTTON 42" MAX ABOVE** FINISH PAVED SURFACE — FINISH PAVED SURFACE -PROP TS POST/POLE — PROP TS POST/POLE — PROP TS BASE — FINISH PAVED SURFACE - FINISH PAVED SURFACE PROP TS BASE -(I.E. SIDEWALK) (I.E. SIDEWALK) PROP TS FOUNDATION PROP TS FOUNDATION - EDGE OF CLEAR ZONE PAVEMENT PAVEMENT **FORWARD APPROACH (FORWARD REACH)** № PARALLEL APPROACH (SIDE REACH)

DATE: OCT 2015

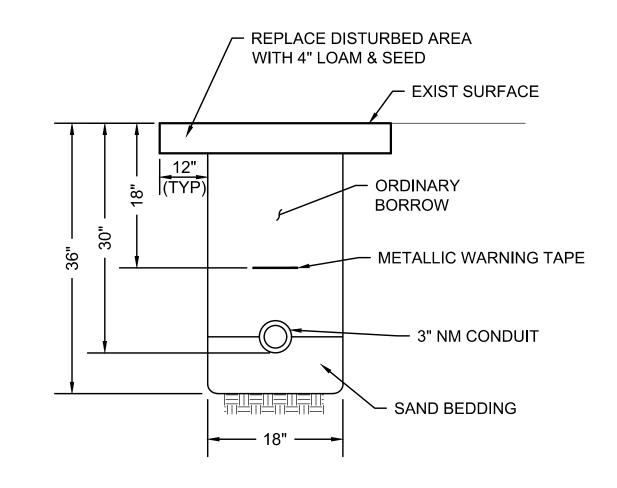
SCALE: N.T.S.

NOTE:
A CLEAR GROUND SPACE SHALL CONSIST OF A STABLE AND FIRM AREA, COMPLYING WITH 521 CMR 6.5 (FORWARD REACH) OR 521 CMR 6.6 (SIDE REACH) AND SHALL BE PROVIDED AT EACH OF THE PEDESTRIAN PUSH BUTTONS.

a) WHERE A FORWARD APPROACH IS PROVIDED, PEDESTRIAN PUSH BUTTONS SHALL ABUT AND BE CENTERED ON THE CLEAR GROUND SPACE. b) WHERE A PARALLEL APPROACH IS PROVIDED, PEDESTRIAN PUSH BUTTONS SHALL BE WITHIN TEN INCHES (10") HORIZONTALLY OF AND CENTERED ON THE CLEAR GROUND SPACE.

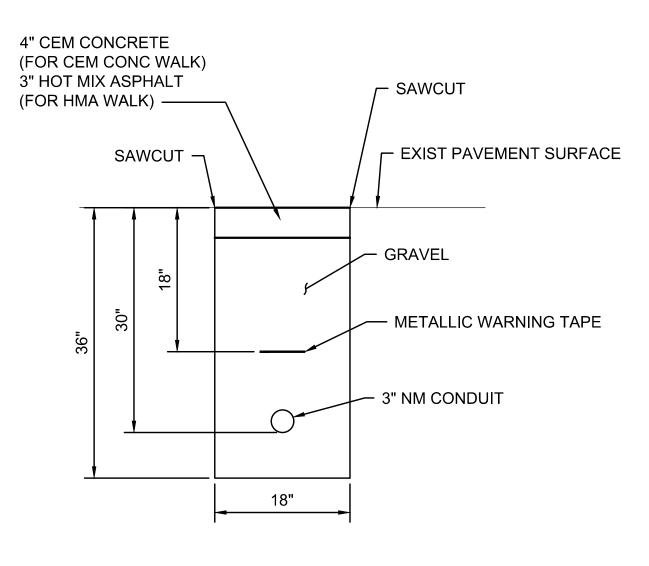
PEDESTRIAN PUSH BUTTON CLEAR ZONE

SCALE: N.T.S. DWG: PM-10 DATE: APRIL 2013



CONDUIT IN GRASS

SCALE: N.T.S.



CONDUIT IN SIDEWALK

SCALE: N.T.S.

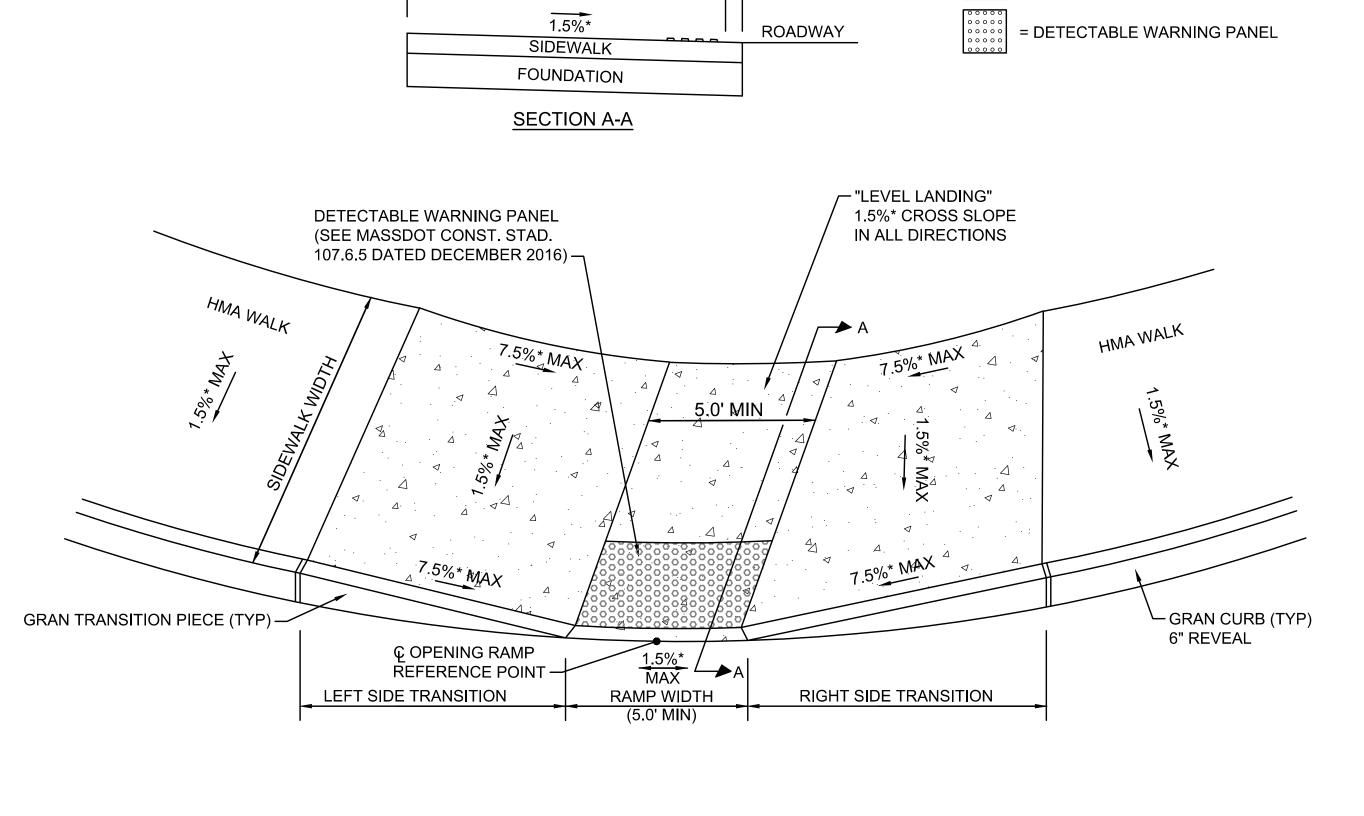
<u>LEGEND</u>

	WHEELCHAIR RAMP DATA								
	LOCATION		LEFT SIDE			RIGHT SIDE			
NO.	(REFERENCE POINT)	ROADWAY GUTTER	REVEAL	TRANS	ROADWAY GUTTER	REVEAL	TRANS	SIDEWALK WIDTH	REMARKS
ВО	STON POST ROAD (RO	OUTE 20)							
1	12+15, 26.8' LT	2.00%	6"	11.0'	-		6.5'	5.5'	NO RIGHT PANEL
2	12+79, 32.2' LT	2.36%	6"	11.0'	-2.40%	6"	6.5'	5.5'	
8	19+17, 16.5' RT	-0.75%	6"	6.5'	0.75%	6"	9.0'	5.5'	

SIDEWALK WIDTH 5.5' MIN

NOTE:

- 1. NEGATIVE (-) ROADWAY GUTTER SLOPE DENOTES A LOW SIDE TRANSITION.
- 2. ROADWAY GUTTER SLOPE TAKEN FROM PROFILE.
- 3. TOLERANCE FOR CONSTRUCTION ± 0.5%



= LIMITS OF CEM CONC RAMP

OBLIQUE VIEW

*TOLERANCE FOR CONSTRUCTION ±0.5%

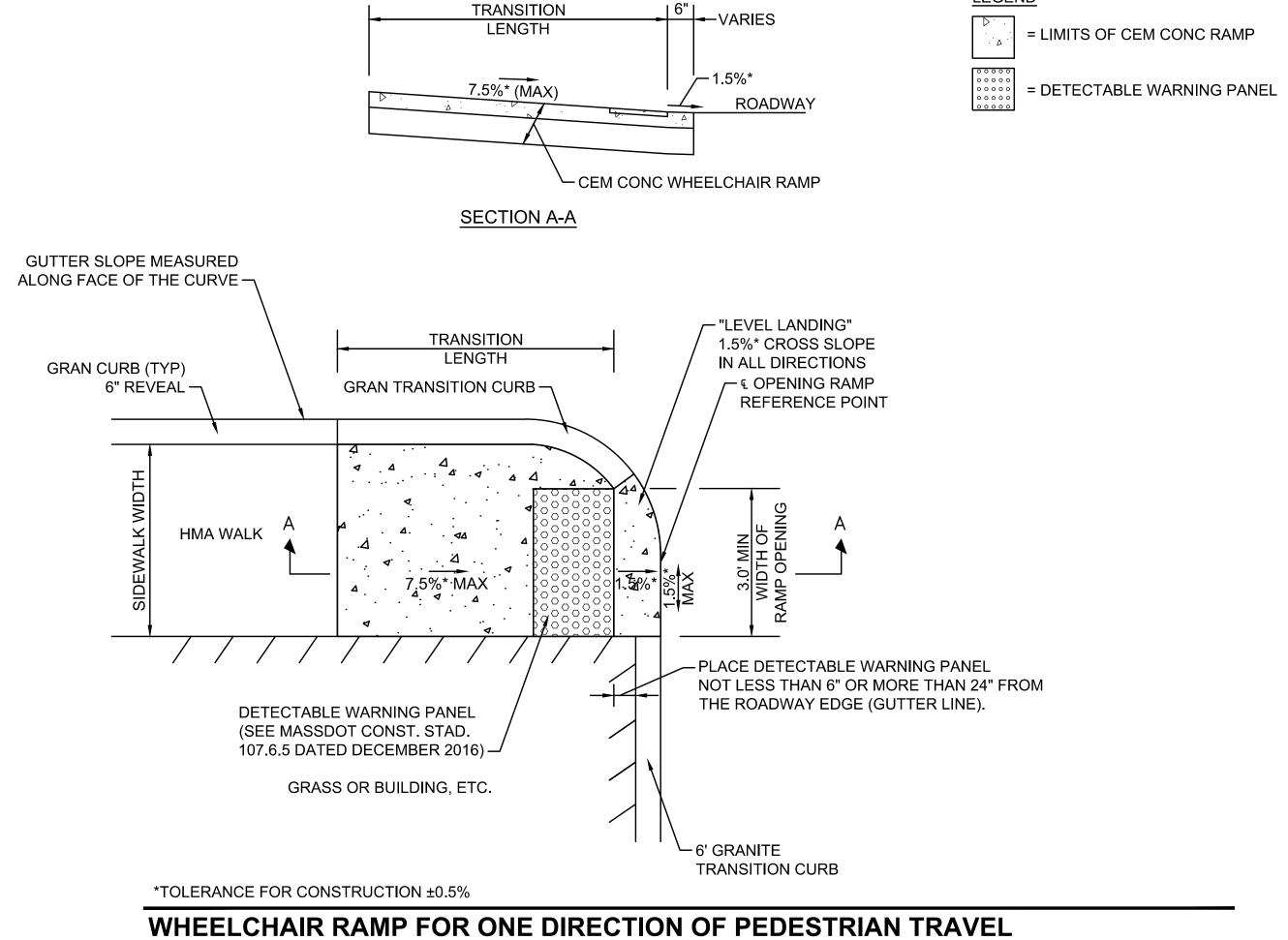
WHEELCHAIR RAMP IN SIDEWALK LESS THAN 6.5 FEET - CURVED

SCALE: NTS

	WHEELCHAIR RAMP DATA							
NO. LOCATION SIDEWALK ROADWAY GUTTER TRANS REMARKS								
ВО	BOSTON POST ROAD (ROUTE 20)							
3	13+48, 27.8' LT	5.5'	2.35%	11.0'				
4	14+18, 29.4' LT	5.5'	-2.35%	6.5'				
9	22+65, 19.6' RT	5.5'	1.23%	9.0'				
10	23+30, 19.7' RT	5.5'	-0.86%	6.5'				

NOTE:

- 1. NEGATIVE (-) ROADWAY GUTTER SLOPE DENOTES A LOW SIDE TRANSITION.
- 2. ROADWAY GUTTER SLOPE TAKEN FROM PROFILE.
- 3. TOLERANCE FOR CONSTRUCTION ± 0.5%



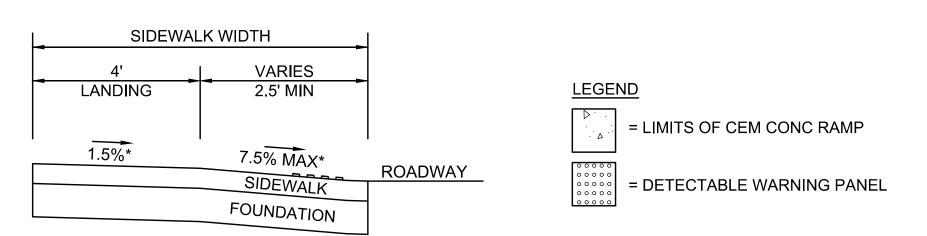
SCALE: NTS

SUDBURY
BOSTON POST ROAD (ROUTE 20)
CONSTRUCTION DETAILS
SHEET 47 OF 64

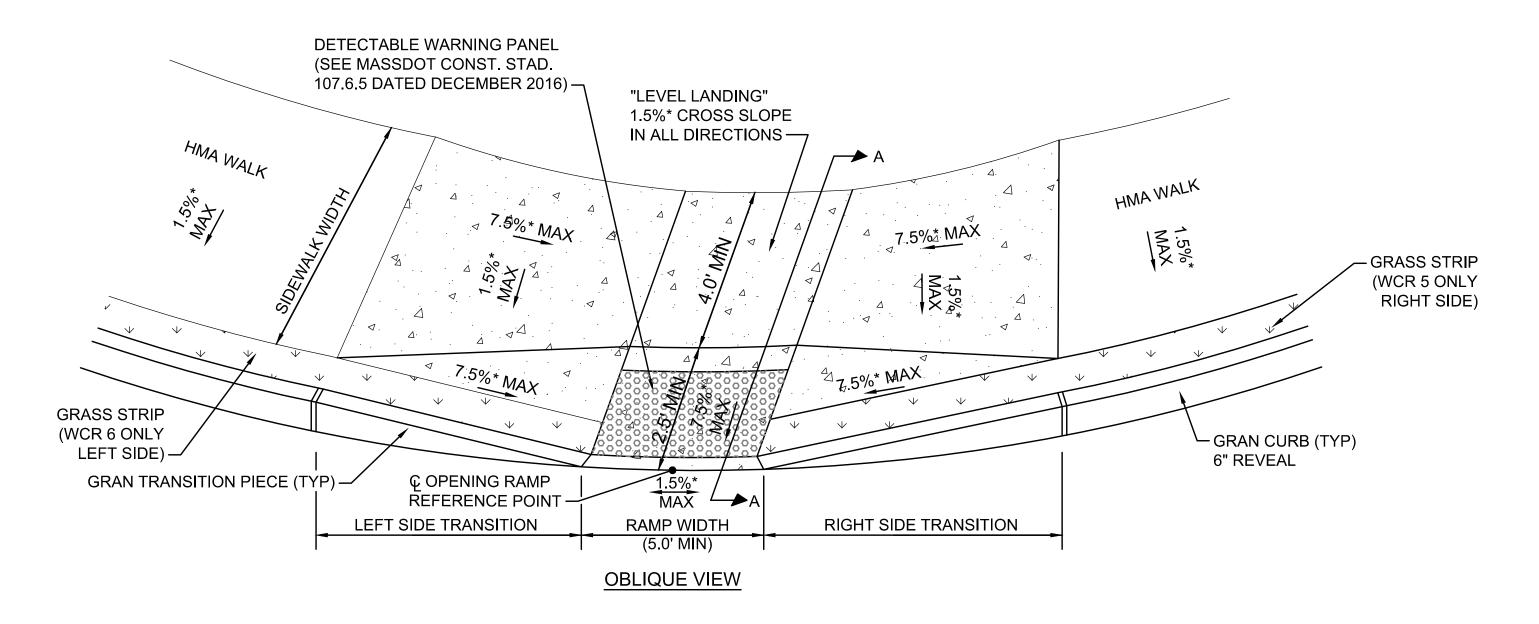
	WHEELCHAIR RAMP DATA								
	LOCATION		LEFT SIDE		RIGHT SIDE			SIDEWALK	
NO.	(REFERENCE POINT)	ROADWAY GUTTER	REVEAL	TRANS	ROADWAY GUTTER	REVEAL	TRANS	WIDTH	REMARKS
ВО	BOSTON POST ROAD (ROUTE 20)								
5	18+28, 38.6' LT	1.65%	6"	9.0'	-1.75%	6"	6.5'	8.0'	3' GRASS STRIP RIGHT
6	18+91, 37.0' LT	-0.30%	6"	6.5'	0.30%	6"	7.67'	5.5'	3' GRASS STRIP LEFT
7	19+18, 26.0' LT	0.33%	6"	7.67'	-1.45%	6"	6.5'	5.5'	STRAIGHT TRANSITION PIECE RIGHT

NOTE:

- 1. NEGATIVE (-) ROADWAY GUTTER SLOPE DENOTES A LOW SIDE TRANSITION.
- 2. ROADWAY GUTTER SLOPE TAKEN FROM PROFILE.
- 3. TOLERANCE FOR CONSTRUCTION ± 0.5%



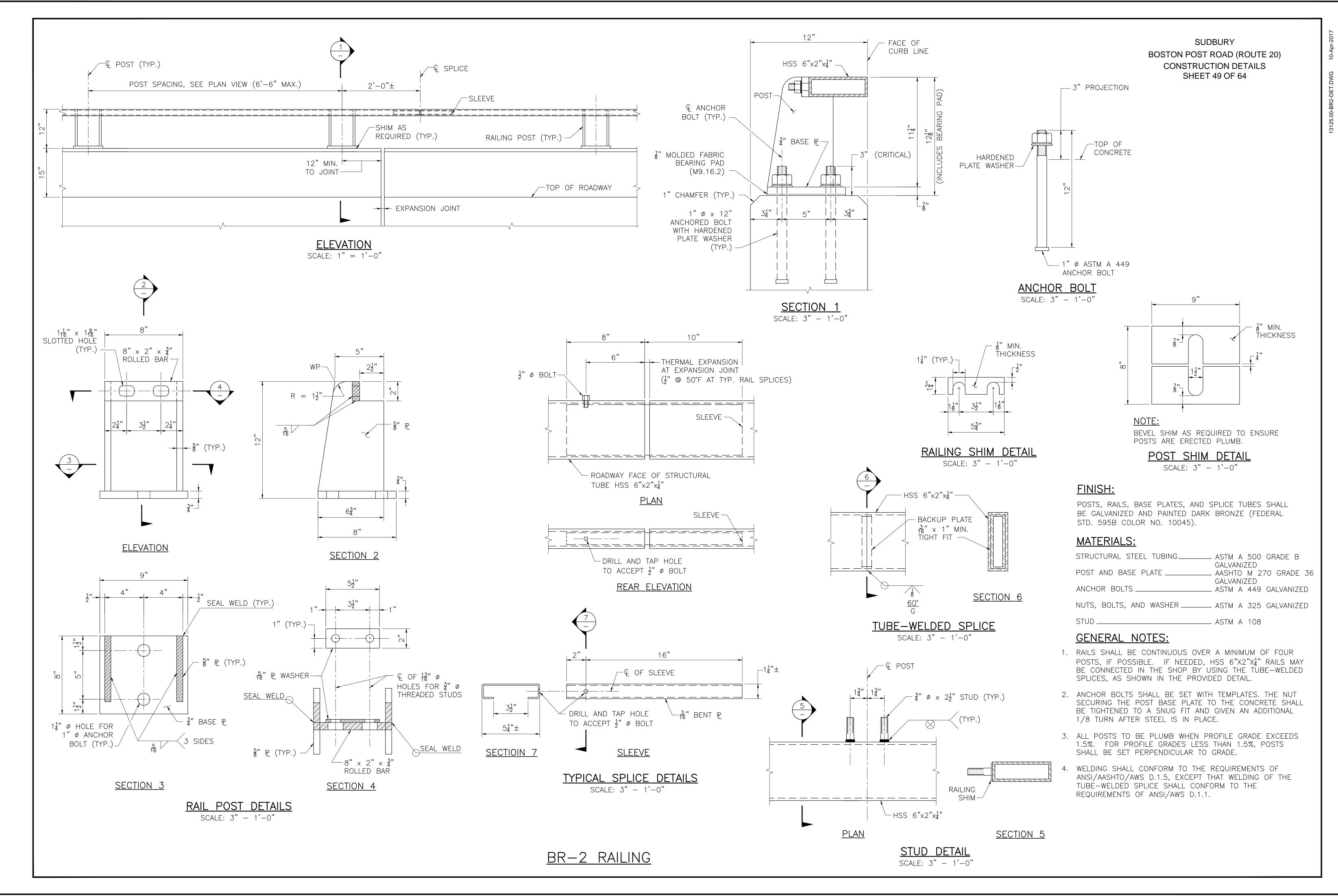
SECTION A - A

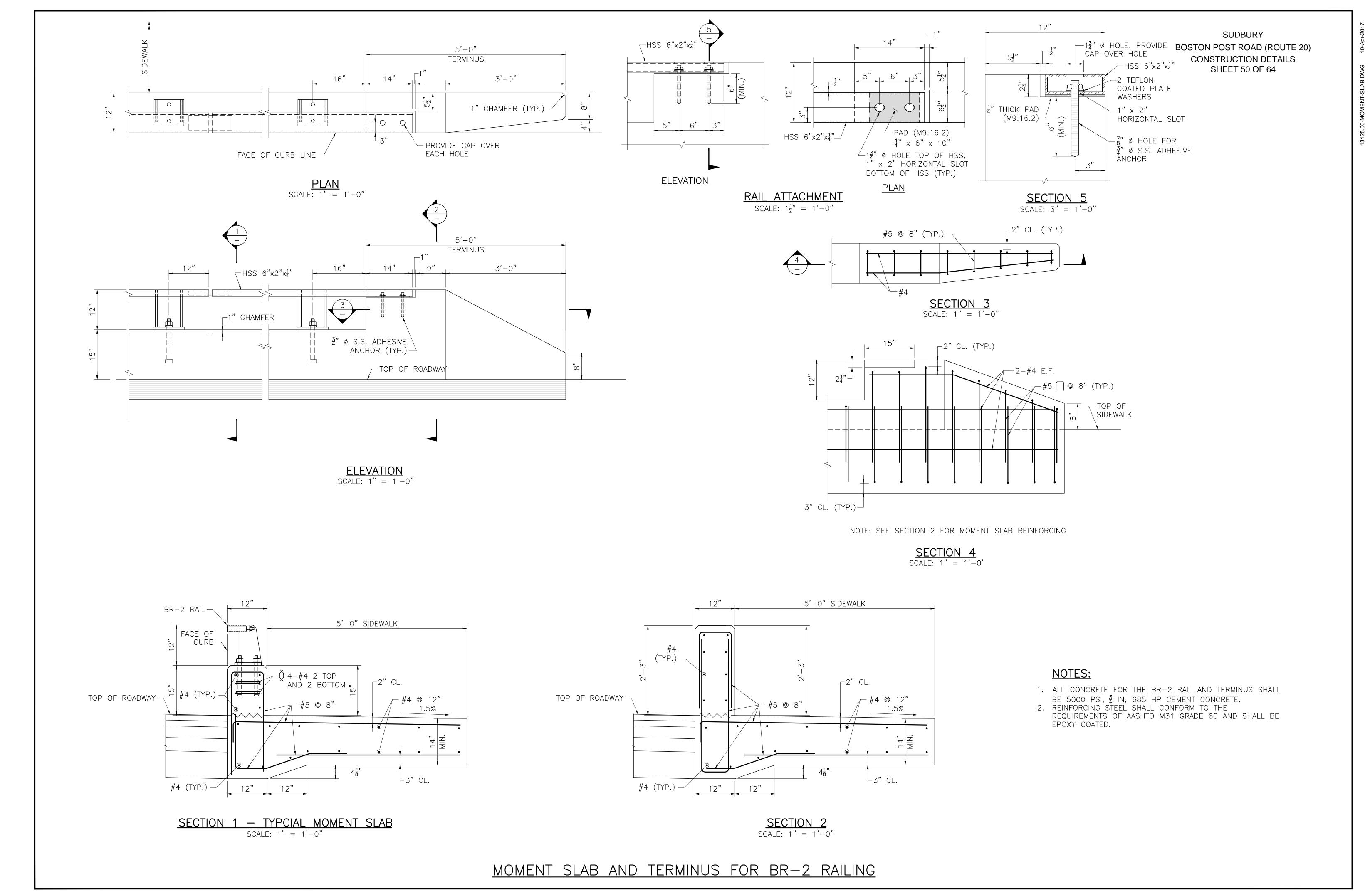


*TOLERANCE FOR CONSTRUCTION ±0.5%

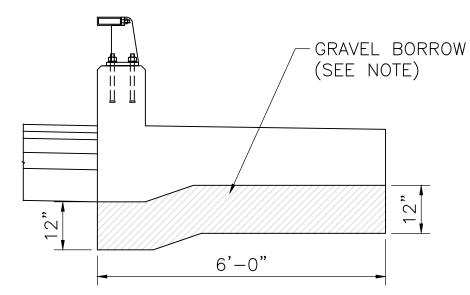
WHEELCHAIR RAMP IN SIDEWALK WITH GRASS STRIP - CURVED

SCALE: NTS





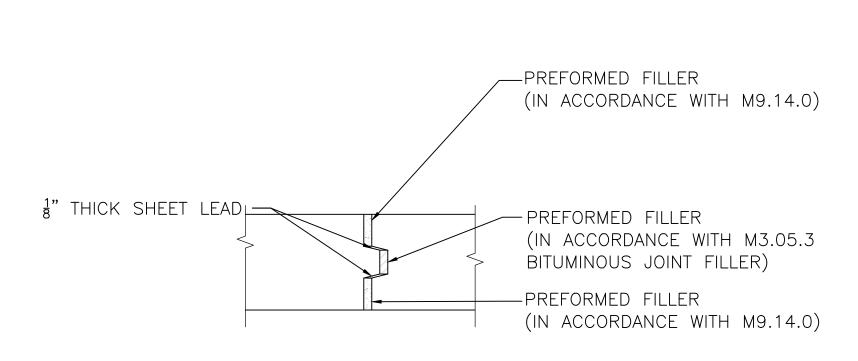
SUDBURY
BOSTON POST ROAD (ROUTE 20)
CONSTRUCTION DETAILS
SHEET 51 OF 64



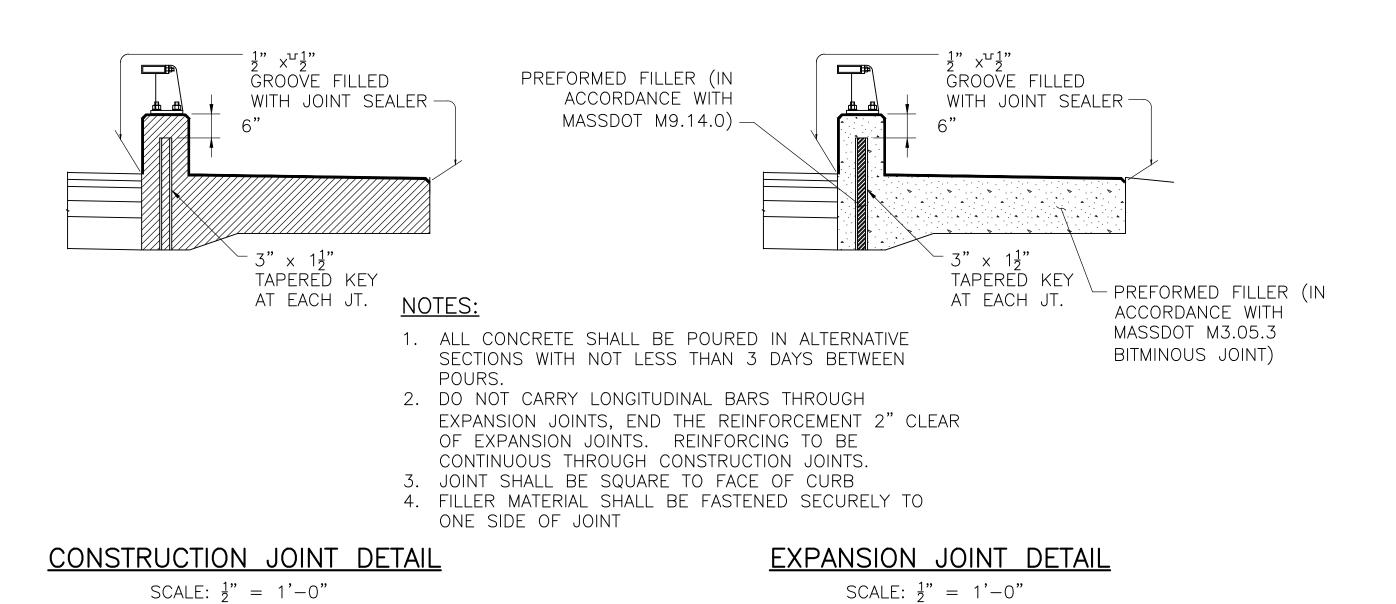
NOTE:

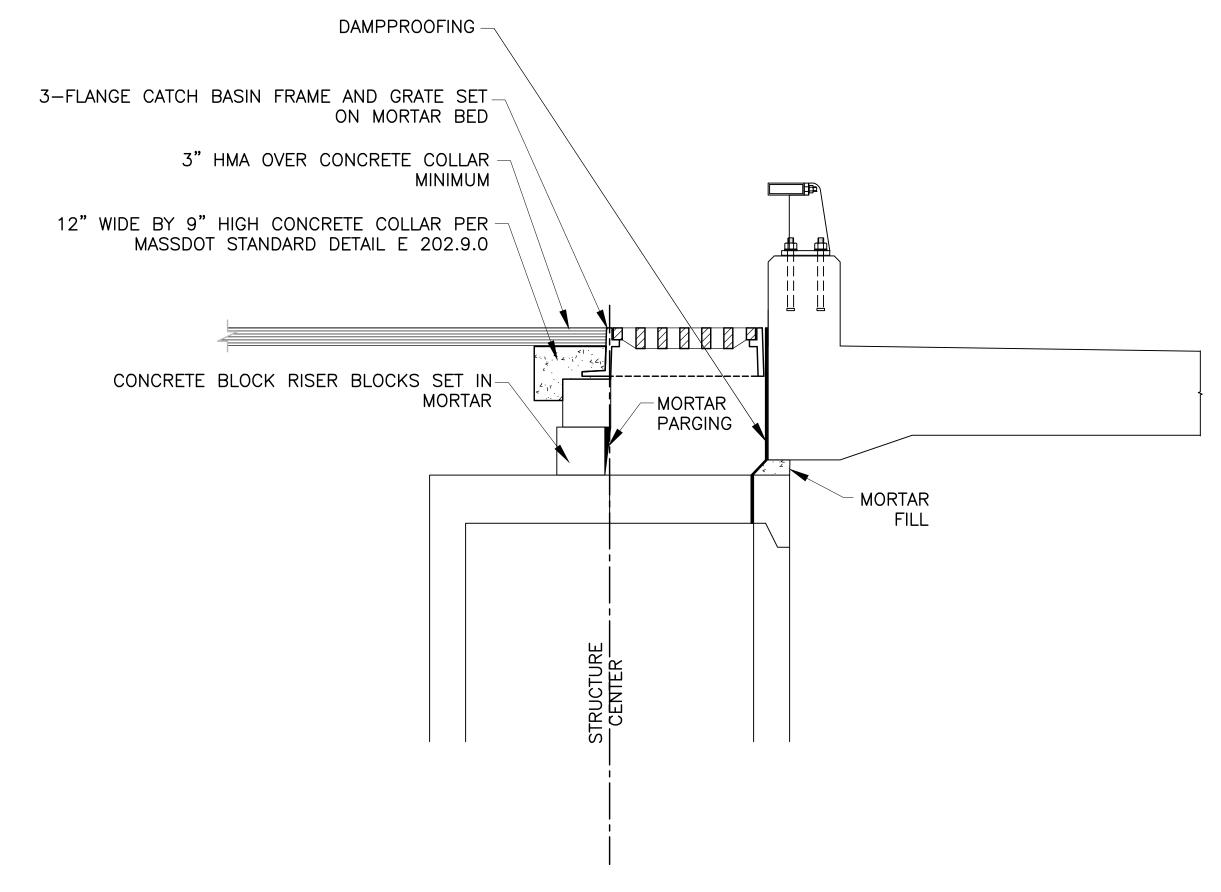
GRAVEL BORROW SHALL BE PLACED AND THOROUGHLY COMPACTED TO THE GRADE OF THE BOTTOM OF THE SLAB.

BR-2 RAILING BACKFILL SCALE: $\frac{1}{2}$ " = 1'-0"



LIMITS OF PREFORMED FILLER



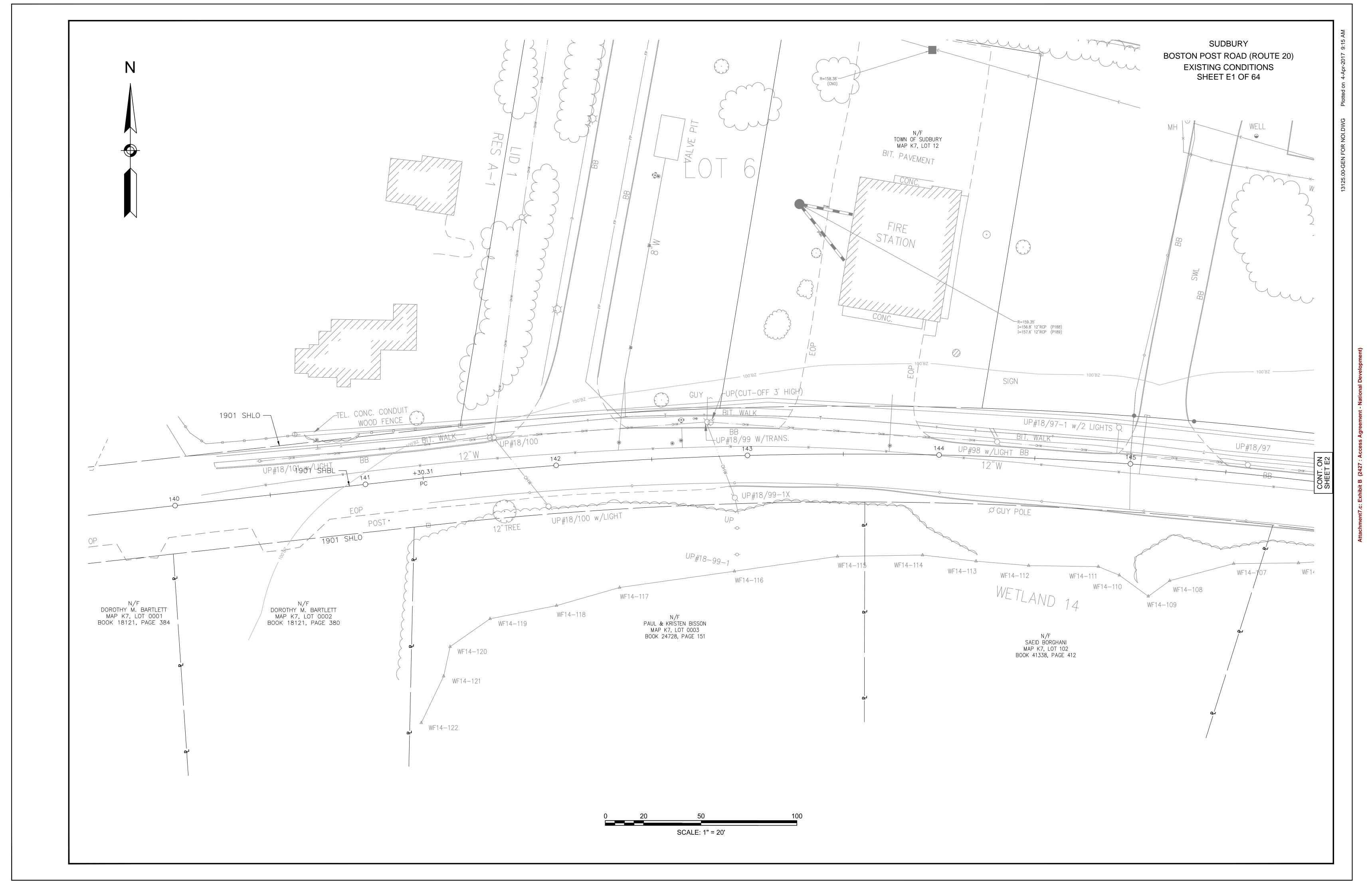


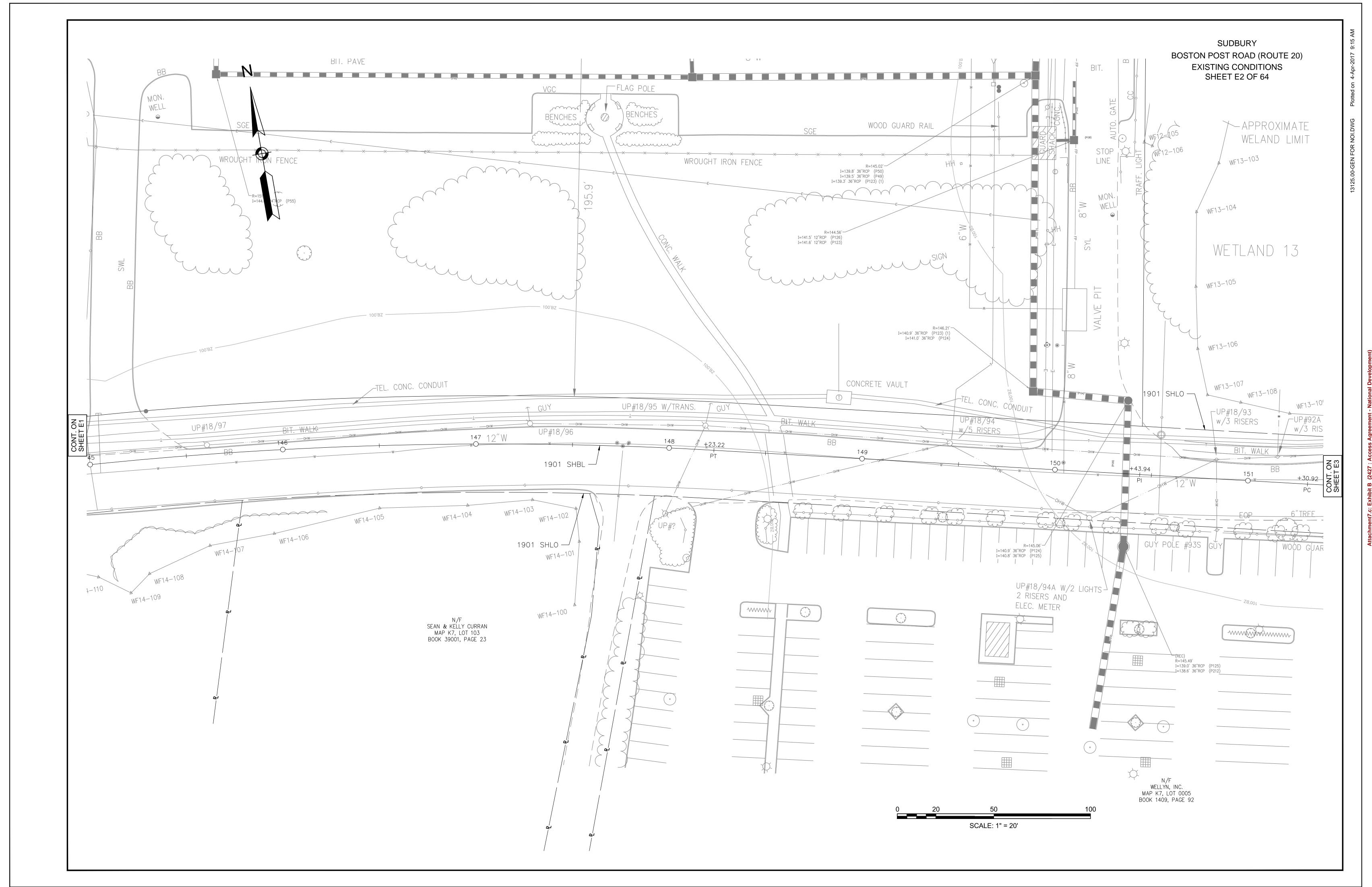
NOTES:

- 1. STRUCTURE SHALL BE A STANDARD FLAT TOP ECCENTRIC CATCH BASIN WITH A FLAT TOP.
- 2. RISER SHALL BE SOLID 8-INCH CONCRETE BLOCK SET IN CEMENT MORTAR.
- 3. INTERIOR SURFACES OF RISER AND ADJACENT BARRIER WALL BELOW GRADE SHALL BE COATED WITH BITUMINOUS DAMPPROOFING.
- 4. FRAME SHALL BE 3-FLANGE TYPE.
- 5. THE GAP BETWEEN THE FRAME AND THE MOMENT SLAB SHALL NOT BE FILLED IN ORDER TO ALLOW FREE DRAINAGE.

DETAIL AT CATCH BASIN AT STATION 26+45.0

NOT TO SCALE







Tuesday, August 8, 2017

MISCELLANEOUS (UNTIMED)

8: Call Special Town Meeting

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to call a Special Town Meeting to be held on Monday, October 16, 2017, at 7:30 p.m. in the Lincoln-Sudbury Regional High School Auditorium, and to open the Warrant commencing August 9, 2017, and to close the Warrant for said Special Town Meeting on Thursday, August 31, 2017 at 5:00 p.m.

Recommendations/Suggested Motion/Vote: Vote to call a Special Town Meeting to be held on Monday, October 16, 2017, at 7:30 p.m. in the Lincoln-Sudbury Regional High School Auditorium, and to open the Warrant commencing August 9, 2017, and to close the Warrant for said Special Town Meeting on Thursday, August 31, 2017 at 5:00 p.m.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

08/08/2017 7:30 PM

2017 STM Warrant Schedule

DRAFT 8/8/17

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			

Special rollin Meeting
August 8: CALL TOWN MEETING & OPEN WARRANT
from 8/9/17 through 9/5/17 (<i>BOS</i>)
August 31: CLOSE WARRANT (must be open for 10
days and close no less than 25 days prior to STM)

Special Town Meeting

September									
S	М	Т	W	Т	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			

September 5-8: Prepare Warrant	
September 12: SIGN WARRANT	
September 13: Send Warrant to Printer	
September 20: Deliver Warrant to Post Office	

October								
S	М	Т	W	Т	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	30						

October 2: Complete Warrant Posting & Delivery to residents (must be done 14 days prior to STM)

October 16: SPECIAL TOWN MEETING

October 18: Additional Town Meeting Night (if needed)



Tuesday, August 8, 2017

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:

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

oard of Selectmen Pending 08/08/2017 7:30 PM



Tuesday, August 8, 2017

MISCELLANEOUS (UNTIMED)

10: Discuss future agenda items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss future agenda items

Recommendations/Suggested Motion/Vote:

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

Soard of Selectmen Pending 08/08/2017 7:30 PM



Tuesday, August 8, 2017

CONSENT CALENDAR ITEM

11: First Student Busing Contract

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to allow the Town Manager to enter into a contract with First Student for the busing of Sudbury students to Assabet Valley Regional High School.

Recommendations/Suggested Motion/Vote: Vote to allow the Town Manager to enter into a contract with First Student for the busing of Sudbury students to Assabet Valley Regional High School.

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
Robert C. Haarde Pending
Board of Selectmen Pending

oard of Selectmen Pending 08/08/2017 7:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

CONSENT CALENDAR ITEM

12: Commission on Disability Appointment

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote whether to approve the Town Manager's appointment of Kay Bell to the Disability Commission for a term ending May 31, 2020.

Recommendations/Suggested Motion/Vote: Vote whether to approve the Town Manager's appointment of Kay Bell to the Disability Commission for a term ending May 31, 2020.

Background Information:

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
Robert C. Haarde Pending

Board of Selectmen Pending 08/08/2017 7:30 PM

TOWN OF SUDBURY APPLICATION FOR APPOINTMENT

FAX:

E-MAIL:

(978) 443-0756

selectmen@sudbury.ma.us

BOARD OF SELECTMEN 278 OLD SUDBURY ROAD SI

SUDBURY, MA 01776	
Board or Committee Name:	
Name:	
Address:	Email Address:
Home phone:	Work or Cell phone:
Years lived in Sudbury:	
Brief resume of background and pertiner	
Municipal experience (if applicable):	
Educational background:	
Reason for your interest in serving:	
Times when you would be available (day	ys, evenings, weekends):
Do you or any member of your family ha	ave any business dealings with the Town? If yes, please explain:
(Initial here that you have read	d, understand and agree to the following statement)
I agree that I will conduct my committee and Local laws and regulations, including	ard furtherance of the committee's mission statement; and further activities in a manner which is compliant with all relevant State g but not limited to the Open Meeting Law, Public Records Law, and the Code of Conduct for Town Committees.
I hereby submit my application for consi	deration for appointment to the Board or Committee listed above.
Signature	Date

Kay Bell, Retired Educator & Instructional Designer

348 Old Lancaster Road, Sudbury 01776

cell 781 367-7380 781 861-6450 kaybell@mail.com

Objective

Help Sudbury revitalize an active and effective Commission on Disabilities

Early Childhood Education

Owner and Teacher

Fox and Dove Educational Family Childcare (11-06 to 6-12)

- Serving families and their children from infant to Pre-K in mixed age environment
- Developing and delivering inclusive, comprehensive curriculum for typical and differently-abled children inclusively

Classroom Teacher

Lincoln Lab Children's Center (3-02 to 10-06)

- Serving all ages from infant to Pre-K children in leveled classrooms
- Implementing curriculum provided by the center for typical and differently-abled children inclusively

Instructional Design Projects

Instructional Design Consultant (6-01 to 11-01)

 Providing critical analysis of existing courses, courses under development and user interfaces for web-based training for GeneEd (San Francisco), a bio-science education company.

Virtual Classroom Facilitator

Virtual High School – Web-based out of Concord MA (8-99 to 6-00)

- Promote optimal self-paced learning of 12 high school teachers participating in Teachers Learning Conference (TLC), using Lotus LearningSpace.
- Monitor and evaluate their participation in the learning community and their progress
 through assignments designed to build their LearningSpace skills for creating their own
 original courses.
- Encourage and critique the production of semester- or year-long high school courses in a wide variety of subject matter to be delivered in Virtual High School.

Course Developer

Nortel Networks (then Bay Networks) – Billerica MA (6-98 to 9-98)

- Use Centra Software's Symposium (a synchronous virtual classroom) to develop a 3-part, 7-hour course to launch live, web-based delivery of in-house, new product training.
- Work with a small team, including a graphic artist, subject matter experts, and sales trainers to produce, test and deliver Bay Networks first Symposium course under a tight deadline.

Course Developer/Leader

Centra Software, Inc. – Lexington MA (10-97 to 4-98)

- Develop and repeatedly deliver three 2-hour courses using Symposium, a live virtual classroom, introducing it to potential course developers and trainers.
- Perform all duties for these initial courses: task analysis, course design, media creation, infrastructure arrangements, course delivery, evaluation data analysis.

Kay Bell, Retired Educator & Instructional Designer

Training Projects

Educational Media Producer – Bedford High School MA (1986-90)

- Trained students in operation of ³/₄- and ¹/₂-inch television studio.
- Created original instructional video materials for faculty.
- Provided media support services including teleconferencing; created and maintained database of media resources.

Video Consultant – Vermont Agency of Human Services (1983-86)

- Produced nationally distributed "Assessment Interviewing for Treatment Planning," video component of training for intake social workers.
- Designed and implemented video skills training for state personnel.
- Designed access and control system for trainers' media resources.

Project Coordinator – Video Training and Productions VT (1976-83)

- Designed and delivered video skills training for community members and non-profit personnel under several state grants.
- Arranged distribution of programs via cable system and special events to promote the missions of the producing groups.
- Produced "North Country Magazine," a one-hour weekly video feature, for St. Johnsbury, VT; the first of its kind in the region. 1977-78

Other Projects

Co-producer, Digital Hardware Design CBT (Dec 99 -Jan 00)

• With subject matter expert, designed and produced a 3-week, entirely self-paced Lotus LearningSpace course to teach high school students the fundamentals of designing digital hardware.

Project Director, Lexington Oral History Projects, Inc. (1991-99)

- Video recorded interviews, catalogued, directed script writing, and edited "Struggle for the Green, 1971," a 17-minute documentary.
- Administered development of a script treatment for a one-hour documentary under a grant from Massachusetts Foundation for the Humanities; coordinated work of filmmaker, scholars and board of LOHP.
- With team, developed funding for production budget with team.
- The resulting production was accepted to the Sundance Film Festival for 2001.

Producer, American Assoc. of University Women – Bedford-Lexington MA (1995)

• Led script development, directed production, implemented post production of "Places and Faces," a 15-minute video used as a diversity training resource.

Office Manager, Hammond Associates – Lincoln MA (1992-93)

• Supplied computer support to business consultant who delivers training and facilitation to top-level executives.

Consultant – Northeastern Vermont and Lexington (1989-92)

• Introduced several small businesses and non-profits to use of computers for financial spreadsheets, word processing and data processing.

Kay Bell, Retired Educator & Instructional Designer

Education

University of Massachusetts Graduate School of Education – Boston, MA M.Ed. '98

Instructional Design: Created sample chapters and multimedia materials for "Digital Hardware Design for High School Students," a vocational education opportunity for teens. Maintained 4.0 GPA.

Vermont College Graduate School – Montpelier, VT M.A. '81

Video Communications: Produced "Assessment Interviewing for Treatment Planning," distributed by National Institute for Drug Abuse nationally as a training resource for state human service workers.

University of Minnesota – Minneapolis, MN B.A. '74

Liberal Arts: Participated in a community of scholars in an experimental education program. Self-direction and self-motivation were key to successful learning and completion of several group and individual projects.

Certificates

- Multimedia Certificate, University of Massachusetts, Lowell '97
 Key member of project management team for student group; created interactive CD aimed
 at K-12 educators revealing the educational value of The Discovery Museums, an
 experiential science resource in Acton, MA.
- Training of Trainers Certificate, National Institute on Drug Abuse '77
 Five days of intensive instruction in the development and delivery of skills training for human service professionals employed by the State of Vermont.

Applications Skills

Web-based Training

- Lotus LearningSpace
- Centra's Symposium

Graphics

- Adobe Photoshop and Illustrator
- PaintShop Pro

Media

- · Macromedia Director and Lingo
- Adobe Premiere (desktop video)
- Sound Forge / Sound Edit / Gold Wave

Generally Useful

- Microsoft Word, Excel, PowerPoint, Outlook, Money, Access
- Quark Xpress
- Basic use of HTML



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

CONSENT CALENDAR ITEM

13: Easement acceptance - Lot E & F Maynard Road

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 STORMWATER MANAGEMENT SYSTEM" granted by Maynard Road – HP, LLC, for stormwater system maintenance purposes upon the property shown as "Plan of Land Lots E & F Maynard Road in Sudbury, Mass." By Connorstone Engineering, Inc., dated: April 6, 2017 that is recorded with the Middlesex South Registry of Deeds as Plan No. 505 of 2017.

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 STORMWATER MANAGEMENT SYSTEM" granted by Maynard Road – HP, LLC, for stormwater system maintenance purposes upon the property shown as "Plan of Land Lots E & F Maynard Road in Sudbury, Mass." By Connorstone Engineering, Inc., dated: April 6, 2017 that is recorded with the Middlesex South Registry of Deeds as Plan No. 505 of 2017.

Background Information:

See memorandum attached dated August 1, 2017 relative to the stormwater management system at Lot E & F at Maynard Road.

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
Robert C. Haarde Pending
Board of Selectmen Pending

08/08/2017 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

RE: Request for Acceptance of Easement for Lot E&F Maynard Road (Assessors Map E06,

Parcels 303 and 304) for the August 8, 2017 BOS Meeting

DATE: August 1, 2017

On July 12, 2017, the Planning Board issued a Decision to grant Maynard Road – HP, LLC (Owner) a Stormwater Management Permit for Lot E&F Maynard Road. The Decision included a condition stating the Owner is responsible for the perpetual maintenance of the stormwater management system located on the property.

Furthermore, the Stormwater Management Permit Decision stipulates:

A restrictive covenant requiring construction of the stormwater system in accordance with the Plan, and maintenance of the stormwater management system in accordance with the Operation and Maintenance Plan shall be recorded on the Premises. This covenant shall allow for the placement of municipal liens on the Premises if the owner fails to fully construct the system or fails to maintain the system and the Town needs to do so. The Applicant shall submit the covenant for review and approval of the Board or its representative prior to recording at the Middlesex South District Registry of Deeds.

As such, through the attached covenant, the Owner identified above agrees to provide such perpetual maintenance of the stormwater system by imposing a restrictive and protective covenant 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.

The combination of requiring a covenant and easement has become the Board's standard practice since the fall of 2016, when Town Counsel suggested owners 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.

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

Cc: Dan Nason, DPW Director

DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM

This Declaration of Restrictive Covenants and Grant of Easement (this "Restriction") is made as of this _____ day of July 2017, by MAYNARD ROAD – HP, LLC a Massachusetts limited liability company, with a usual place of business at 490-B Boston Post Road, Suite 202, Sudbury, MA 01776, (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. Owner shall include successors and assigns.

Whereas, Owner applied to the Sudbury Planning Board for approval of a Stormwater Management Permit for Lot E&F Maynard Road, Sudbury, Massachusetts (the "Project") (Town Assessor Map #E06, Parcel 303 and 304) as shown on a plan of land entitled "Plan of Land Lots E & F Maynard Road in Sudbury, Mass." By Connorstone Engineering, Inc., dated: April 6, 2017 that is recorded with the Middlesex South Registry of Deeds as Plan No. 505 of 2017 (the "Land"); and

Whereas, a stormwater management system required to drain stormwater 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 July 12,2017 (the "Decision") is contingent upon the Owner being responsible for the perpetual maintenance of the stormwater management system located on the Land as set forth in the Decision, 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 "Stormwater System"); and

Whereas, the Owner agrees to provide such perpetual maintenance of the Stormwater System by imposing restrictive and protective covenants on the Land and by granting an easement over the Land and to allow the Town, if the Owner fail 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 shall be responsible, at its sole cost and expense, for constructing, installing, maintaining, operating, repairing, and replacing, the Stormwater System located on the Land for

the purpose of allowing for the proper and efficient flow of Stormwater as described in the Best Management Practices and the Operation and Maintenance Plan and the Stormwater Operations and Maintenance Manual entitled "Stormwater Operations and Maintenance Plan Lots E&F Maynard Road, Sudbury, MA", prepared by Connorstone Engineering, Northborough, Massachusetts, dated March 9, 2017 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 grant 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 Stormwater 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 Stormwater System to function properly, the Town 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 Stormwater System to function properly and providing for a thirty 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 day period, then the Town 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 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 Town 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 Town 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. The Town shall promptly restore or replace any portion of the areas outside the Stormwater 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, the Town agrees to carry and keep in effect, at the Town'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. The Town shall also cause any party performing work on the Town's behalf on the Land and/or the Stormwater 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 to \$100,000 as set forth in 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 Stormwater 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 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 Land in accordance with G.L. c. 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 days after written request therefor, the Town shall execute and deliver to the then Owner an estoppel certificate stating that to the best of the Town'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 Town to disclose correct and/or relevant information included in any such estoppel certificate, but the Town 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 Land 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 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 Stormwater 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 Registry within twenty 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 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 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 with the Registry.
- 14. The recitals stated in the preamble of this Restriction are incorporated herein in their entirety.

Maynard Road – HP, LLC By its Manager Heritage – Sudbury Realty Trust
By:

Executed under seal this _____ day of July 2017.

Commonwealth of Massachusetts

Middlesex, SS

On this day of July 2017, personally appeared Vincent J. Gately, Trustee Heritage – Sudbury Realty Trust, as aforesaid, proved to me through satisfactory evidence of identification which was Massachusetts driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Maynard Road – HP, LLC.

Notary public	
Comm. Exp.:	

ACCEPTANCE OF EASEMENT

	sions of G.L. c. 83, §4, Art	y, acting by and through its Board of icle XII § 3 of the Sudbury General
Restrictive Covenants and Grant		ne foregoing Declaration of
respirative covenants and crain	of Laboritoric	
TOWN OF SUDBURY,		
By Its Board of Selectmen		
Robert C. Haarde, Chairman		
Leonard A. Simon, Vice Chairm	nan	
		· .
Patricia Brown, Member		
Susan N. Iuliano, Member		
Daniel E. Carty, Member		
COMM Middlesex, ss.	ONWEALTH OF MASS	ACHUSETTS
On this day of	2017, before me, the under	rsigned notary public, personally
identification which was	, to	e through satisfactory evidence of be the persons whose names are
-		vledged to me that they signed it of Selectmen of the Town of Sudbury.
		NI-4 D11:-
		Notary Public My commission expires:



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

CONSENT CALENDAR ITEM

14: Authorize TM to sign propsal for Capital Environmental LLC

REQUESTOR SECTION

Date of request:

Requestor: Dan Nason, DPW Director

Formal Title: Vote to authorize the Town Manager to sign a proposal between the Town and Capital Environmental, LLC for environmental engineering services to be performed relative to the classification and off-site management of stockpiled material at the DPW as outlined in the proposal dated June 12, 2017 with a not-to-exceed amount of \$98,550.

Recommendations/Suggested Motion/Vote: Vote to authorize the Town Manager to sign a proposal between the Town and Capital Environmental, LLC for environmental engineering services to be performed relative to the classification and off-site management of stockpiled material at the DPW as outlined in the proposal dated June 12, 2017 with a not-to-exceed amount of \$98,550.

Background Information:

There are stockpiled materials at the DPW site. This material is classified and regulated by DEP as solid/hazardous waste and must be removed and disposed-of properly. The proposal is to have an LSP manage this waste in accordance with DEP regulations.

Financial impact expected:Funded through encumbered funds from FY17

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden Pending
Melissa Murphy-Rodrigues Pending
Barbara Saint Andre Pending
Robert C. Haarde Pending
Board of Selectmen Pending

pard of Selectmen Pending 08/08/2017 7:30 PM



Capital Environmental, LLC

Environmental Engineers and Scientists

June 12, 2017

Mr. Dan Nason Town of Sudbury **Public Works Director** 275 Old Lancaster Road Sudbury, MA 01776

Via E-Mail: nasond@sudbury.ma.us

Proposal Number CP17-06-008 Town of Sudbury

RE:

Environmental Engineering and Environmental Management Services, Legacy Soil Pile-Street Opening Soil, Cemetery Soil and other Related Soil Materials, Department of Public

Works Garage, 275 Old Lancaster Road, Sudbury, MA.

Dear Mr. Nason:

In accordance with our discussions, Capital Environmental, LLC (Capital) is pleased to present the following proposal for environmental engineering and management services for the proper classification and off-site management of the Legacy Soil Pile stockpiled at the DPW Yard located at 275 Old Lancaster Road. The following Rates will apply:

Legacy Pile Material

Engineering Services to Complete the Receiving Facility Approval Package 1 @ \$650.00 Transportation & Disposal Services \$39.75/Ton

Equipment Charges (Only if Requested by the Sudbury DPW)

Mob. & Demob. (Per Event)

\$950.00 per Move Event

Excavator or Loader & Operator

\$1,875.00/Day

Engineering Services

Summary Documents & Tracking Record Report

\$1,295.00

It is estimated that 2,290 tons of material will be moved under this proposal. The cost is estimated at \$98,550.00 (Ninety-Eight Thousand Five Hundred Fifty Dollars). This budget number includes additional sample sets to verify material characteristics.

June 12, 2017 Page 2.

Capital warrants that its services are performed, within the limits prescribed by the Client, with the usual thoroughness and competence of the environmental consulting and testing profession. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts or reports.

The Client acknowledges that Capital's services may require decisions, which are not based upon science, but rather upon judgmental considerations. Liability is limited to the cost of services provided by Capital and paid in full. Capital shall have no responsibility or liability for any aspect or condition of the Site, now existing or hereafter arising or discovered. Capital has no liability or responsibility for any damage to concrete, asphalt paving, landscaping, overhead utilities, buildings, underground utilities, services and/or structures if it may occur. Repair to any damaged items are the responsibility of the landowner and/or client.

Any material in the soil pile not meeting facility specification will be set aside for future management upon proper classification and outlet determination. No trash or demolition debris can be in the stockpiled material.

The <u>property owner</u>, <u>landowner and/or client</u> are responsible to provide access to the subject property.

PAYMENT: Invoices will be prepared on a Net-30 Day basis.

If the terms of this contract are acceptable, please return a copy with the original signature of an authorized representative of your company.

Signed: Date: June 12, 2017

Robert S. Berger, Owner
(Capital Representative)

Signed: _____ Date: _____ Date: _____



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

CONSENT CALENDAR ITEM

15: Ride to Defeat ALS 2017

REQUESTOR SECTION

Date of request:

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

Formal Title: Vote to grant a special permit to Myke Farricker, Committee Co-Chair, to hold a "Ride to Defeat ALS" (formerly "Positive Spin for ALS") bike ride on Sunday, September 24, 2017, from 7:00 a.m. through approximately 4:00 p.m., following the same route as in previous years, subject to Police Dept. safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the race's conclusion.

Recommendations/Suggested Motion/Vote: Vote to grant a special permit to Myke Farricker, Committee Co-Chair, to hold a "Ride to Defeat ALS" (formerly "Positive Spin for ALS") bike ride on Sunday, September 24, 2017, from 7:00 a.m. through approximately 4:00 p.m., following the same route as in previous years, subject to Police Dept. safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the race's conclusion.

Background Information: CONSENT CALENDAR

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Melissa Murphy-Rodrigues

Barbara Saint Andre

Leila S. Frank

Pending

Board of Selectmen Pending 08/08/2017 7:30 PM

From: Myke Farricker

Sent: Tuesday, July 18, 2017 6:04 PM

To: Frank, Leila

Subject: Sudbury - Permit Request for 2017 ALS Bike Ride - Sunday, September 24th

Leila - Hello again! Hope you're doing well. It's that time of year again. I'm writing to request a permit for this year's 2017 Ride to Defeat ALS (formerly known as the Positive Spin for ALS bike ride) to raise money for research and patient care for those afflicted with ALS, or Lou Gehrig's disease. Over the past 17 years of our ride, we've raised over \$1.7 million in donations.

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

- It will take place on Sunday, September 24th.
- Our ride is sponsored and insured again this year by the Massachusetts Chapter of the National ALS Association.
- It begins and ends at The Longfellow Tennis & Health Club, 524 Boston Post Road in Wayland, with starting times of 7:00 a.m.(70 miles), 9:00 am (50 miles), 10:00 am (25 miles), and 11:00 am (10 miles).
- The ride routes are the same as last year. I've attached cue sheets for the 10, 25, 50 and 70 mile rides, a copy of the Certificate of Insurance for the Town of Sudbury, as well as the completed Charitable Walk/Relay Permit Application.

The riders in the 50 and 70 mile rides will be the riders coming thorough Sudbury. By the time they get to Sudbury, they will be spaced out in groups of 1-3 riders usually. So there shouldn't be a big group of riders coming through Sudbury at any one time.

We will be putting up road signs in the ground again this year as we have done in all the past years. We will be putting the signs up the day before the ride, Saturday, September 23rd, and we will take all the signs down at the end of the day of the ride, Sunday, September 24th. The signs will be put on metal stakes into the ground - we will not be attaching any signs to any trees or poles.

Thank you for your help again this year and in the previous years. You've been such a big supporter of the ride over the years. Please let me know if you need anything else from me, and if I need to send this permit request to anyone else in the Town of Sudbury government. Thank you.

Hope all is well.

Take care,

Myke Farricker

Co-Chair of the 2017 Ride to Defeat ALAS (formerly known as the Positive Spin for ALS Bike Ride)

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

Longfellow Tennis & Health Club, Wayland 524 Boston Post Road, Wayland, MA

01778 508.358.7355

Longfellow Health Club, Natick 203 Oak St, Natick, MA

01760 508.653.4633

Longfellow Tennis Club, Natick 16 Michigan Drive, Natick, MA

01760 508.653.4606







Longfellow Health Clubs - Recipient of the First Annual "Sustainable Business of the Year Award" from the Sustainable Business Network of Massachusetts in 2015

Longfellow Health Clubs - designated as one of the "Top Places to Work in Massachusetts" by the Boston Globe in 2012

Longfellow Health Clubs - Recipient of the "Outstanding Community Service Award" at the 2011 International Health and Racquet Sports Association's Annual Convention

www.longfellowhealthclubs.com

Find us on Facebook: www.facebook.com/Longfellowclubs



5.

TOWN OF SUDBURY

Office of Selectmen www.sudbury.ma.us

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

Email: BOSadmin@sudbury.ma.us

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

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

Organization Name Ride to Defeat ALS, formerly	known as Positive Spin for ALS
Event Name	-
Organization Address 524 Boston Post Road, Way	yland, MA 01778
Name of contact person in charge Myke Farricker	
Telephone Nu	
Email address	
Date of event Sunday Sept 24, 2017	Rain Date N/A
Starting time 7 am	Ending time 4 pm
Route of the race/relay and portion of the road requested this application) map is attached in email	to be used (please indicate on map and attach to
Anticipated number of participants	
Assembly area (enclose written permission of owner if p Longfellow Tennis & Health Club, 524 Boston F	orivate property to be used for assembly)
Organization that proceeds will go to Mass Chapter A	ALS Association
Any other important information	
The undersigned applicant agrees that the applicant and laws, by-laws and regulations as well as any special requirenting of permission pursuant to this application. I/we any and all liability and will defend the Town of Sudbury	uirement that may be made as a condition of the agree to hold the Town of Sudbury harmless from y in connection therewith.
Signature of Applicant Why auch	Date $7-18-17$



TOWN OF SUDBURY

Office of Selectmen www.sudbury.ma.us

Flynn Building 278 Old Sudbury Rd Sudbury, MA 01776-1843 978-639-3381

Fax: 978-443-0756

Email: BOSadmin@sudbury.ma.us

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

Application Checklist:

Application Form

✓ Map of Route

Evidence of Certificate of Insurance (please see details above)

Please submit completed application and materials to:

Board of Selectmen 278 Old Sudbury Rd. Sudbury, MA 01776

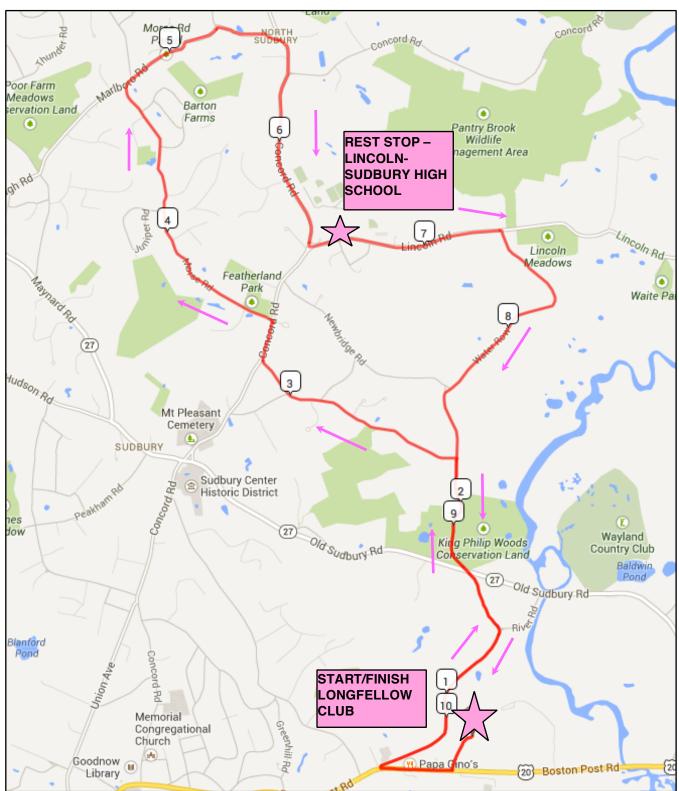
Fax: 978-443-0756

Email: BOSadmin@sudbury.ma.us



10 Mile Family Ride

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



EMERGENCIES: CALL 911

Event Headquarters & SAG support: 781-234-4028

The ALS Association Massachusetts Chapter 2016 Ride to Defeat ALS

DIST		CUE DIST TO NI	EX.
0.0	-	Start of route	
0.2	→	R onto US-20 W/Boston Post Rd	
0.5	→	R onto Old County Rd	
0.8	1	Continue onto River Rd	
1.4	←	L onto Water Row. CAUTION: Oncoming traffic has R of Way	2017)
1.6	1	CAUTION: Cross Route 27 and continue onto Water Row.	ິ
2.2	←	L onto Plympton Rd	┛
3.2	→	R onto Concord Rd	100
3.4	←	L onto Morse Rd	Defeat
4.8	\rightarrow	R onto Marlboro Rd	•
5.2	→	R onto Haynes Rd	<u> </u>
5.5	\rightarrow	R onto Pantry Rd	ä
5.7	1	Continue onto Concord Rd	9
6.5	←	L at Lincoln Rd	
6.6	₩	REST STOP @ Lincoln Sudbury High School (Open: 10:30 AM - 2:00 PM)	U
7.3	\rightarrow	R onto Water Row	8
9.2	1	CAUTION: Crossing Route 27 and continue onto Water Row.	_ 5
9.5	\rightarrow	Slight R onto River Rd	o
10.1	1	Continue onto Old County Rd	7-7
10.4	←	L onto US-20 E/Boston Post Rd	v
10.7	←	L onto Minuteman Dr	
10.9	•	End of route	



10 Mile Family Ride

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

Rules of the Road

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

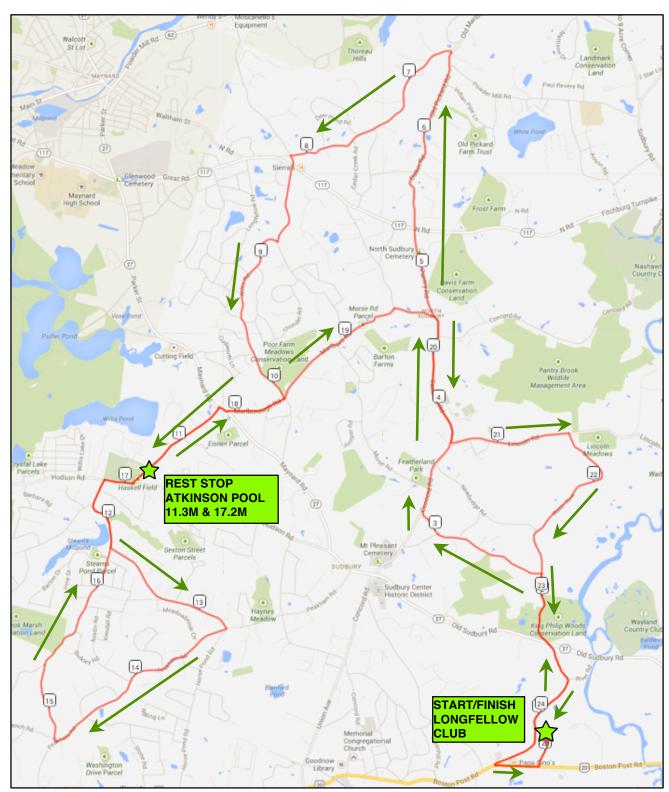
EMERGENCIES: CALL 911

Event Headquarters & SAG support: 781-234-4028



25 Mile Ride

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



EMERGENCIES: CALL 911

Event Headquarters & SAG support: 781-234-4028

CUE **DIST TO NEXT CUE** DIST

The ALS Association Massachusetts Chapter

2016 Ride to Defeat ALS

0.0	-	Start of route	0.2
0.2	→	R onto US-20 W/Boston Post Rd	0.3
0.5	→	R onto Old County Rd	0.3
0.8	1	Continue onto River Rd	0.5
1.4	←	Bear L onto Water Row. CAUTION: Oncoming Traffic has R of Way.	0.3
1.7	1	CAUTION: Cross Route 27 and continue on Water Row.	0.5
2.2	←	L onto Plympton Rd	1.1
3.3	→	R onto Concord Rd	0.1
3.4	1	Continue Straight on Concord for 25 Mile Route.	0.4
3.8	←	Bear L to continue on Concord Rd	0.9
4.7	1	Continue Straight. Concord Rd becomes Pantry Rd	0.7
5.3	1	Continue Straight. Pantry Rd becomes Dakin Rd at RT 117	0.7
6.0	1	Continue Straight. Dakin Rd becomes Old Pickard Rd	0.7
6.7	←	Sharp L onto Old Marlboro Rd	0.8
7.5	1	Continue Straight. Old Marlboro Rd becomes Powers Rd	0.7
8.2	←	L onto Powder Mill Rd	0.1
8.2	1	Continue Straight. Powder Mill Rd becomes Mossman Rd at RT 117.	0.6
8.8	→	R onto Willis Rd	1.4
10.2	→	R onto Marlboro Rd	0.4
10.6	→	R onto MA-27 N/Maynard Rd	0.1
10.7	←	L onto Fairbank Rd	0.7
11.3	55	REST STOP @ Atkinson Pool. Open 7:45am - 12:30pm	0.2
11.5	→	R onto Hudson Rd	0.2
11.7	←	L onto Dutton Rd for 25 Mile Route	0.6
12.3	←	L onto Pratts Mill Rd	1.0
13.3	→	Sharp R onto Peakham Rd	1.5
14.8	→	R onto French Rd. CAUTION: Short distance until next turn!	0.0
14.8	→	R onto Old Garrison Rd	0.6
15.4	1	Continue Straight. Old Garrison Rd becomes Dutton Rd	1.5
16.9	→	R onto Hudson Rd for 25 Mile Route	0.2
17.1	←	L onto Fairbank Rd	0.2
17.3	555	REST STOP @ Atkinson Pool. Open 7:45am - 12:30pm	0.7
18.0	→	D . M. CTON. I DI CAUTION CI . III	0.1
18.0	←	L onto Mariboro Rd	0.4
18.4	1	Continue Straight to stay on Marlboro Rd	0.6
19.0	←	Slight L to stay on Marlboro Rd/Marlborough Rd	0.5
19.5	→	R onto Haynes Rd	0.3
19.8	→	R onto Pantry Rd	0.2
19.9	1	Continue onto Concord Rd	0.8
20.7	·	L onto Lincoln Rd. CAUTION: Oncoming Traffic has R of Way	0.9
21.6	→	R onto Water Row	1.9
23.5	†	CAUTION: Cross Route 27 and continue on Water Row.	0.3
23.8	→	Slight R onto River Rd	0.5
24.3	1	Continue Straight. River Rd becomes Old County Rd	0.3
24.6	←	L onto US-20 E/Boston Post Rd	0.3
24.9	←	L onto Minuteman Dr.	0.3
1 + 7	-	L Onto Milluterian Di.	0.2



25 Mile Ride

Sunday, September 25, 2016 I 10 25 Mile participants follow GREE markers

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

Rules of the Road

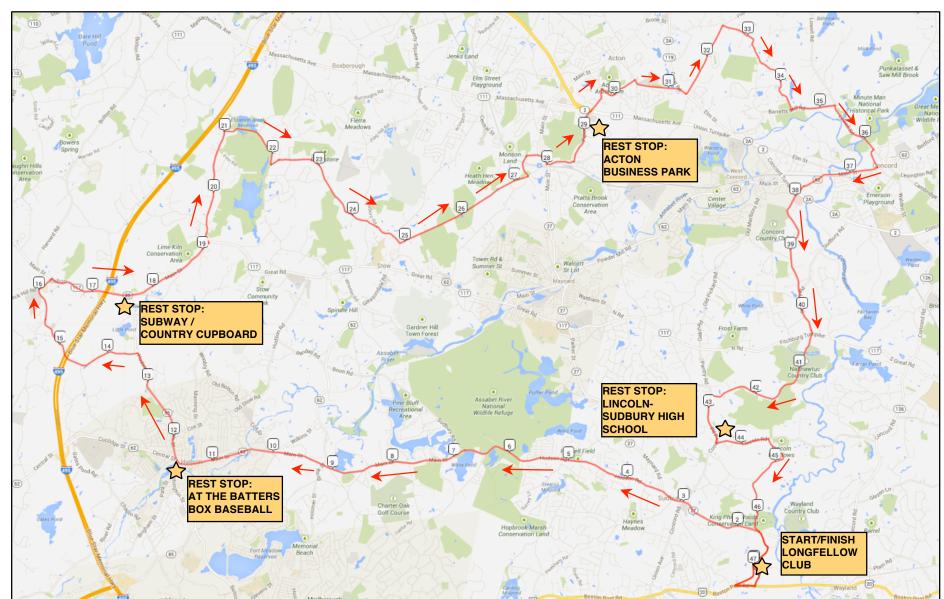
- > Follow traffic laws. They apply to cyclic too!
- > Keep your helmet on while riding. > No headphones. It is illegal to ride with
- headphones in the State of Massachuse > No speaking or texting on cell phones riding. Safely pull over and stop to use y phone.
- > If you need to pull over, warn cyclists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



50 Mile Ride

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

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



ALS 2017) Attachment15.a: Charitable Walk Permit Ride to Defeat ALS 7-18-17_BOS (2419: Ride to Defeat

RIDE to Defeat ALS

The ALS Association Massachusetts Chapter 2016 Ride to Defeat ALS

50 Mile Ride

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

DIST	CUE	DIST TO NEXT CUE

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

DIST CL

DIST TO NEXT CL

30.7	-	R onto Concord Rd	0
30.7	←	CAUTION: Bear L to stay on Concord Rd	0.
31.4	-	R onto MA-119 E/Massachusetts 2A E/Great Rd. CAUTION: Busy road	0
31.6	4	L onto Pope Rd	1.
32.9	→	R onto Strawberry Hill Rd	1.
34.8	+	L onto Barretts Mill Rd	0
35.5	→	R onto Lowell Rd	1.
36.5	-	R onto Keyes Rd	0
36.8	→	R onto MA-62 W/Main St	1
38.1	4	L onto Old Road to 9 Acre Corner. CAUTION: Merging Traffic.	0
38.2	1	Continue Straight. Cross Route 2	1.
40.0	-	R onto Sudbury Rd	0
40.7	1	Continue Straight, crossing Route 117	0
41.1	t	Continue straight, Sudbury Rd becomes Concord Rd	2
43.1	+	L to stay on Concord Rd	0
43.9	+	L onto Lincoln Rd	0
44.0	8	REST STOP @ Lincoln Sudbury High School (Open 10:30 AM - 2 PM)	0
44.8	-	R onto Water Row	1.
46.6	1	CAUTION: Cross Route 27 and continue on Water Row.	0
46.9	-	Slight R onto River Rd	0
47.5	1	River Rd becomes Old County Rd	0
47.8	-	L onto US-20 E/Boston Post Rd	0.
48.1	+	L onto Minuteman Dr	0
48.3		End of route	0

Rules of the Road

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

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

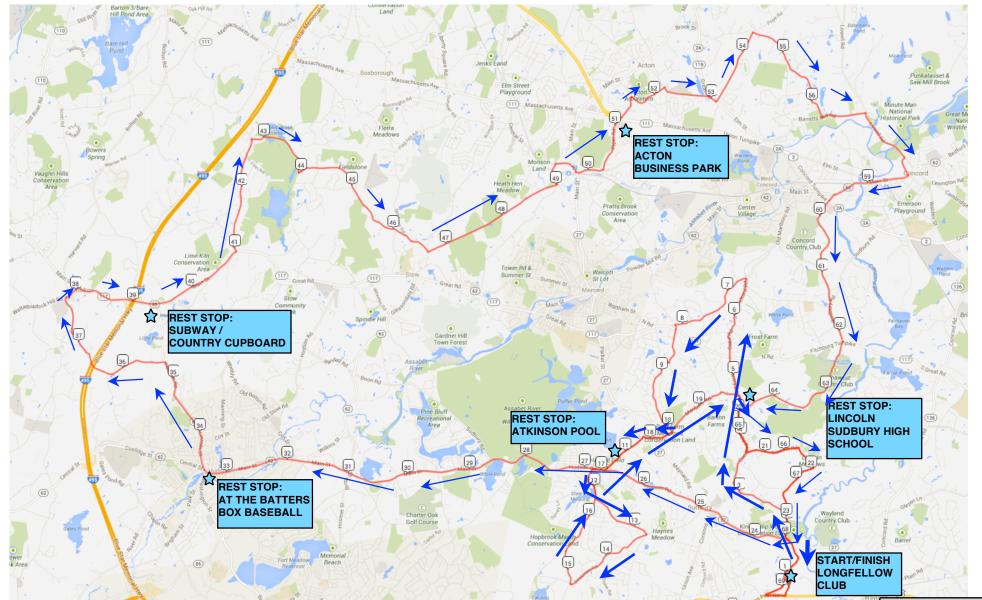
Packet Pg. 136



70 Mile Ride

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

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



DIST		CUE	TO NEXT CUE
0.0	•	Start of route	0.3
0.2	-	R onto US-20 W/Boston Post Rd	0.3
0.5	→	R onto Old County Rd	0.3
8.0	1	Continue onto River Rd	0.9
1.4	←	Bear L onto Water Row. CAUTION: Oncoming traffic has R of way	0.3
1.7	1	CAUTION: Cross Route 27 and continue straight on Water Row.	0.9
2.2	+	L onto Plympton Rd	1.
3.3	→	R onto Concord Rd.	0.
3.4	1	Continue Straight on Concord for 70 Mile Route.	0.4
3.8	+	Bear L to continue on Concord Rd.	0.8
4.7	1	Continue Straight. Concord Rd becomes Pantry Rd.	0.
5.3	1	Continue Straight. Pantry Rd becomes Dakin Rd at RT 117	0.
6.0	1	Continue Straight. Dakin Rd becomes Old Pickard Rd	0.0
6.7	+	Sharp L onto Old Marlboro Rd	0.
7.5	1	Continue Straight. Old Marlboro Rd becomes Powers Rd	0.
8.2	+	L onto Powder Mill Rd	0.
8.2	1	Continue Straight. Powder Mill Rd becomes Mossman Rd at RT 117	0.
8.8	→	R onto Willis Rd	1.
10.2	→ →	R onto Marlboro Rd	0.
10.2	→ →	R onto MA-27 N/Maynard Rd	0.
10.7	→	L onto Fairbank Rd	0.
11.3	#	REST STOP @ Atkinson Pool. Open 7:45am - 12:30pm.	0.
11.5	→	R onto Hudson Rd	0.
11.7	+	L onto Dutton Rd for first quarter of 70 Mile Route	0.
12.2	+	L onto Pratts Mill Rd	1.
13.3	→	Sharp R onto Peakham Rd	1.
14.8	→	R onto French Rd. CAUTION: Short distance until next turn!	0.
14.8	→	R onto Old Garrison Rd	0.
15.4	1	Continue Straight. Old Garrison Rd becomes Dutton Rd	1.
16.9	→	R onto Hudson Rd for first quarter of 70 Mile Route	0.
17.1	←	L onto Fairbank Rd	0.
17.3	25	REST STOP @ Atkinson Pool. Open 7:45am - 12:30pm.	0.
17.9	→	R onto MA-27 S/Maynard Rd. CAUTION: Short distance until next turn!	0.
18.0	←	L onto Marlboro Rd	0.
18.4	1	Continue Straight to stay on Marlboro Rd	0.
19.0	←	Slight L to stay on Marlboro Rd/Marlborough Rd	0.
19.5	→	R onto Haynes Rd	0.
19.7	→	R onto Pantry Rd	0.
19.9	1	Bear R to stay on Concord Rd	0.
20.7	←	L onto Lincoln Rd. CAUTION: Oncoming Traffic has R of Way	0.
21.6	→	R onto Water Row	1.
23.5	→	CAUTION: Sharp R onto MA-27 N/Old Sudbury Rd to continue 70 Mile Route	1.
24.9	1	Continue Straight. Old Sudbury Rd becomes Hudson Rd.	0.
25.2	1	CAUTION: 70 MILE ROUTE CONTINUES STRAIGHT AS RT 27 GOES TO THE R	1.
26.9	1	CAUTION: Continue Straight past Dutton Rd for remaining 70 Mile Route	1.
28.3	1	Continue Straight. Hudson Rd becomes Sudbury Rd	0.
28.6	←	Slight L onto State Rd	0.
28.9	1	Continue Straight. State Rd becomes Main St	4.
33.3	355	REST STOP @ At the Batters Box Baseball Open 8:45am - 11am.	0.
33.3	1	At the traffic circle, continue straight onto MA-62 W/MA-85 N/Main St	0.
33.4	→	Bear R onto MA-85N/Lincoln St	1.
34.8	1	Continue Straight. Lincoln St becomes Hudson Rd	0.
35.3	+	L onto Century Mill Rd/Mill Rd	1.
		· · · · · · · · · · · · · · · · · · ·	
36.3	1	Continue Straight. Mill Rd becomes S Bolton Rd Continue Straight. S Bolton Rd becomes Berlin Rd	1.

DIST		CUE DIST	TO NEXT CUE	, 15.
37.8	→	R onto Wattaquadock Hill Rd	0.3	
38.1	→	R onto MA-117 E/Main St	1.2	KIDE
39.3	#	REST STOP @ Subway Restaurant / Country Cupboard. Open 9:30am - Noon.	1.7	to Defeat ALS
41.0	←	L onto East End Rd	0.7	The ALS Association
41.7	1	Continue Straight. East End Rd becomes Stow Rd	1.2	
42.9	→	R onto Eldridge Rd	0.7	
43.5	1	Continue Straight. Eldridge Rd becomes Taylor Rd	0.3	
43.9	1	Straight onto Garner Rd	0.2	EMERGENC
44.0	←	L onto No Name Rd	0.2	CALL 911
44.2	→	R onto Taylor Rd	2.1	OALL 311
46.3	→	Slight R onto Boxboro Rd	0.5	
46.8	←	L onto S Acton Rd. CAUTION: Cross W Acton Rd	1.7	Event
48.4	1	Continue Straight. S Acton Rd becomes Stow St	0.7	
49.1	+	L onto Martin St	0.4	Headquarte
49.5	→	R onto Central St	0.3	SAG suppo
49.8	→	Slight R onto MA-27 S/Main St. CAUTION: Short distance until next turn!	0.1	
49.9	+	L onto School St	0.5	781-234-402
50.3	+	L onto Piper Rd	0.8	
51.1	85	REST STOP @ Acton Business Park. Open 10:00am - 1:30pm.	0.1	
51.3	1	Cross Massachusetts Ave and continue onto Taylor Rd	0.4	
51.7	→	R onto Minot Ave	0.6	
52.4	→	R onto Concord Rd	0.1	
52.4	+	CAUTION: Bear L to stay on Concord Rd	0.7	
53.1	→	R onto MA-119 E/Massachusetts 2A E/Great Rd. CAUTION: Busy road	0.1	
53.3	+	L onto Pope Rd	1.3	
54.6	→	R onto Strawberry Hill Rd	2.0	
56.5	←	L onto Barretts Mill Rd	0.7	
57.3	→	R onto Lowell Rd	1.0	
58.2	→	R onto Keyes Rd	0.3	
58.6	→	R onto MA-62 W/Main St	1.2	
59.8	+	L onto Old Road to 9 Acre Corner. CAUTION: Merging Traffic!	0.1	
59.9	1	Continue Straight. Cross Route 2	1.8	
61.8	→	R onto Sudbury Rd	0.7	
62.5	1	Continue Straight, crossing Route 117	0.5	
63.0	1	Continue Straight. Sudbury Rd becomes Concord Rd	2.0	
64.9	÷	L to stay on Concord Rd	0.8	
65.7	+	L at Lincoln Rd	0.1	
65.8	#	REST STOP @ Lincoln Sudbury High School Open 10:30 AM - 2 PM (NOTE: This Resonly be open the second time you ride by)		
66.6	→	R onto Water Row	1.9	
68.5	1	CAUTION: Cross Route 27 and continue on Water Row	0.3	
68.8	→	Slight R onto River Rd	0.5	
69.3	1	River Rd Becomes Old County Rd	0.3	
69.7	+	L onto US-20 E/Boston Post Rd	0.3	
70.0	←	L onto Minuteman Dr	1.2	
71.1	•	End of route	0.0	

Rules of the Road

- > Follow traffic laws. They apply to cyclists, too!
- > Keep your helmet on while riding.
- > No headphones. It is illegal to ride with headphones in the State of Massachusetts.

> Avoid collisions. Call out "slowing" or "stopping" to warn riders behind you.

- > No speaking or texting on cell phones while riding. Safely pull over and stop to use your phone.
- > If you need to pull over, warn cyclists behind you and then get completely out of the path of other riders.
- > Call out hazards to warn cyclists around you. Repeat hazard warnings to those behind yo

Packet Pg. 137

2017 Ride to Defeat ALS Department Feedback September 24, 2017

DPW

From: Nason, Dan

Sent: Tuesday, August 01, 2017 3:51 PM Subject: ACCEPTED: Ride to Defeat ALS 2017

When: Sunday, September 24, 2017 7:00 AM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).

Leila,

The DPW has **NO ISSUES** with the event as detailed assuming DPW has no involvement or responsibilities.

FIRE DEPARTMENT

From: Whalen, John

Sent: Wednesday, July 19, 2017 10:21 AM Subject: ACCEPTED: Ride to Defeat ALS 2017

When: Sunday, September 24, 2017 7:00 AM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).

PARK & RECREATION

From: McNamara, Kayla

Sent: Wednesday, July 19, 2017 10:38 AM Subject: ACCEPTED: Ride to Defeat ALS 2017

When: Sunday, September 24, 2017 7:00 AM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).

POLICE DEPARTMENT

From: Nix, Scott

Sent: Wednesday, July 19, 2017 10:25 AM Subject: ACCEPTED: Ride to Defeat ALS 2017

When: Sunday, September 24, 2017 7:00 AM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

CONSENT CALENDAR ITEM

16: St. Anselm Walk for the Poor 2017

REQUESTOR SECTION

Date of request:

Requestor: Ronald Nix, President. St. Anselm Conference of the Society of St. Vincent de Paul

Formal Title: Vote to grant a special permit to Ronald Nix, Vice-President, St. Anselm Conference of the Society of St. Vincent de Paul, to hold a "Walk for the Poor" on Sunday, October 1, 2017, from 11:00 a.m. through approximately 2:00 p.m., subject to Police Department safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the race's conclusion.

Recommendations/Suggested Motion/Vote: Vote to grant a special permit to Ronald Nix, Vice-President, St. Anselm Conference of the Society of St. Vincent de Paul, to hold a "Walk for the Poor" on Sunday, October 1, 2017, from 11:00 a.m. through approximately 2:00 p.m., subject to Police Department safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the race's conclusion.

Background Information:

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
Robert C. Haarde Pending
Board of Selectmen Pending

oard of Selectmen Pending 08/08/2017 7:30 PM

Packet Pg. 140

Society of St. Vincent de Paulsubbury. MA St. Anselm Conference 2011 JUL 18 P 12: 08

To:

Board of Selectman, Town of Sudbury, MA

322 Concord Road, Sudbury, MA 01776

From:

Ronald Nix, Vice-President

St. Anselm Conference of the Society of St. Vincent de Paul

100 Landham Road, Sudbury, MA 01776

Re:

Annual Walk for the Poor

Date:

July 17, 2017

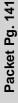
The St. Anselm Conference of the Society of St. Vincent de Paul requests permission to conduct a Walk for the Poor on Sunday, October 1, 2017 from 11:00am until approximately 2:00pm. The route will begin in front of the St. Anselm Church Rectory; proceed south on Landham Road turn left on Russet Lane, left on Eddy Street, right on Brookdale Road, right on Kay Street, left on Stock Farm Road, right on Landham Road and return to the St. Anselm Church Rectory. Walkers will have the option of doing this route once (1.5 miles) or twice (3 miles). We will use the sidewalks on Landham Road and have volunteers posted at three other locations along the route where there are no sidewalks.

This will be our 5th Annual walk and the fourth year using this same route. Last year we had approximately 50 participants and our goal this year is to increase the participation by 20%.

Money pledged to the walkers will be returned to the St. Anselm Conference of the Society of St. Vincent de Paul and then used to assist the needy in the surrounding community. The St. Anselm Conference of the Society of St. Vincent de Paul is a 501-C-3 charity. While it is Catholic by association, we do not differentiate among clients with regard to religious affiliation or on any other basis.

Sincerely,

Ronald Nix, Vice-President





TOWN OF SUDBURY

Office of Selectmen www.sudbury.ma.us

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

Email: BOSadmin@sudbury.ma.us

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

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

Organization Name St. Anselm Conference of the St. Vincent de	e Paul Society
Event Name Friends of the Poor Walk (aka Walk for the Poor)	å o
Organization Address 100 Landham Road	o 2 .
Name of contact person in charge Ronald Nix	
Telephone Nun	
Email address	
Date of event October 1, 2017 Rain Date O	ctober 8, 2017
Starting time 11:00am Ending time 2	
Route of the race/relay and portion of the road requested to be used (plethis application) See attached Map and Letter to the Selectment	
Anticipated number of participants 60	
Assembly area (enclose written permission of owner if private property St. Anselm Church parking lot	to be used for assembly)
Organization that proceeds will go to St. Anselm Conference of the	e St. Vincent de Paul Society
Any other important information This is our 5th Annual Walk	
The undersigned applicant agrees that the applicant and event participal laws, by-laws and regulations as well as any special requirement that me granting of permission pursuant to this application. I/we agree to hold the any and all liability and will defend the Town of Sudbury in connection	nay be made as a condition of the the Town of Sudbury harmless from
Signature of Applicant	Date_7/18/17



TOWN OF SUDBURY

Office of Selectmen www.sudbury.ma.us

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

Email: BOSadmin@sudbury.ma.us

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

Application Checklist:
☐ Application Form
☐ Map of Route
☐ Evidence of Certificate of Insurance (please see details above)
Please submit completed application and materials to:
Board of Selectmen
278 Old Sudbury Rd.
Sudbury, MA 01776
Fax: 978-443-0756
Email: BOSadmin@sudbury.ma.us

Google Maps

100 Landham Rd, Sudbury, MA 01776 to 100 Landham Road, Sudbury, MA

Walk 1.6 miles, 31 min

Walk for the Poor Route



via Landham Rd

31 min

1.6 miles

St. Anselm Walk for the Poor Department Feedback October 1, 2017

DPW

From: Nason, Dan

Sent: Tuesday, August 01, 2017 3:48 PM

Subject: ACCEPTED: St. Anselm Walk for Poor 2017

When: Sunday, October 01, 2017 11:00 AM-2:00 PM (UTC-05:00) Eastern Time (US & Canada).

Leila,

The DPW has **NO ISSUES** with the event as detailed assuming DPW has no involvement or responsibilities.

FIRE DEPARTMENT

From: Whalen, John

Sent: Wednesday, July 19, 2017 10:16 AM

Subject: ACCEPTED: St. Anselm Walk for Poor 2017

When: Sunday, October 01, 2017 11:00 AM-2:00 PM (UTC-05:00) Eastern Time (US & Canada).

PARK & RECREATION

From: McNamara, Kayla

Sent: Wednesday, July 19, 2017 2:12 PM

Subject: ACCEPTED: St. Anselm Walk for Poor 2017

When: Sunday, October 01, 2017 11:00 AM-2:00 PM (UTC-05:00) Eastern Time (US & Canada).

POLICE DEPARTMENT

From: Nix, Scott

Sent: Tuesday, July 18, 2017 3:51 PM

Subject: ACCEPTED: St. Anselm Walk for Poor 2017

When: Sunday, October 01, 2017 11:00 AM-2:00 PM (UTC-05:00) Eastern Time (US & Canada).

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

Respectfully, Scott Nix Chief of Police



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

CONSENT CALENDAR ITEM

17: Amputee Veteran Motorcycle Ride

REQUESTOR SECTION

Date of request:

Requestor: Luis A. Torres, 2nd Vice Post Commander, AMVETS Post 79

Formal Title: Vote to Grant a Special Permit to AMVETS Post 79, to hold the Amputee Veteran Motorcycle Ride on Saturday, August 26, 2017, from 10:00 A.M. through approximately 12:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the ride's conclusion.

Recommendations/Suggested Motion/Vote: Vote to Grant a Special Permit to AMVETS Post 79, to hold the Amputee Veteran Motorcycle Ride on Saturday, August 26, 2017, from 10:00 A.M. through approximately 12:00 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the ride's conclusion.

Background Information: CONSENT CALENDAR

Financial impact expected: N/A

Approximate agenda time requested:

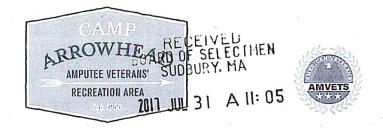
Representative(s) expected to attend meeting:

Review:

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

08/08/2017 7:30 PM





Greetings,

On behalf of Natick AMVETS Post 79 and the Amputee Veterans Recreation Area/Camp Arrowhead we respectfully request your permission accompanied by any required licensing or permits to travel through your community in a procession of motorcycles. This event is slated to occur August 26th, 2017 and will proceed as follows:

Natick: We will depart Natick AMVETS Post 79 at 10:00 am and proceed west on Superior Dr. We will then turn right and proceed north on Speen St. into Framingham. While In Natick we shall adhere to all traffic signals and obey all standard traffic laws as this is local policy.

Framingham: We will enter Framingham on Speen St. heading north. We will the turn right onto Old Connecticut Path and proceed through to Wayland.

Wayland: We will enter Wayland on Old Connecticut Path and then turn left onto Cochituate Rd. / Route 27 and then proceed through to Sudbury.

Sudbury: We will enter Sudbury on Route 27 and proceed through to Hudson by keeping left onto Hudson Rd.

Hudson: We will enter Hudson on Main Street and remain on Main St. until veering left onto Villa Do Porto Blvd. Then arrive at Hudson AMVETS.

We will remain at Hudson AMVETS until approximately 11:45 and then reverse course and head back to Natick AMVETS. Our plan is to proceed two bikes abreast at a reasonable pace and keep below the speed limit. Safety is our main concern and all laws as well as any local directives will be adhered to.

At this time we are trying to secure and plan an escort. Any assistance you can render at signaled intersections would be greatly appreciated. On the day of the event we will keep each municipality informed of our departures and arrivals.

Respectfully,

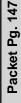
James A. Sheridan

Natick AMVETS POST 79, Amputee Veterans Recreation Area, Inc.

Amputee Veterans Recreation Area is a 501(c)3 Non-profit organization.

www.veteranscamparrowhead.org

Amputee Vets Rec Area, Inc. Box 878, Natick, MA. 01760.





TOWN OF SUDBURY RECEIVED Office of Selectmen SUDBURY, MA

Office of Selectmen www.sudbury.ma.us

Flynn Building 278 Old Sudbury Rd

2011 JUL 31 A II: July, MA 01776-1843 978-639-3381

Fax: 978-443-0756

Email: BOSadmin@sudbury.ma.us

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

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

Organization Name NATICK AMUES POST 79
Event Name CAMP ANDOWITED AMPUTER UETS MOTORCYCLE RUN
Organization Address / SUPERION ORIVE, NATICK, MA.
Name of contact person in charge JIMES SHENION
Telephone Nur
Email address
Date of event 8/26/17 Rain Date NA
Starting time 1000 Ending time 1700
Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to
this application) Rt. 27 - HUDSON RD, RETURNING HUDSON-RT. 27
Anticipated number of participants/ZO
Assembly area (enclose written permission of owner if private property to be used for assembly)
Organization that proceeds will go to AMPUTCE VETS RCC. ARCA. INC. 50/C3
Any other important information / HA, STOP OUER IN HUDSON PRIOR
TO RETURNING
The undersigned applicant agrees that the applicant and event participants will conform to applicable laws, by-laws and regulations as well as any special requirement that may be made as a condition of the granting of permission pursuant to this application. I/we agree to hold the Town of Sudbury harmless from
any and all liability and will defend the Town of Sudbury in connection therewith. Signature of Applicant



TOWN OF SUDBURY

Office of Selectmen www.sudbury.ma.us

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

Email: BOSadmin@sudbury.ma.us

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

Application Checklist: Application Form Map of Route Evidence of Certificate of Insurance (please see details above)	
Please submit completed application and materials to: Board of Selectmen 278 Old Sudbury Rd. Sudbury, MA 01776 Fax: 978-443-0756 Email: BOSadmin@sudbury.ma.us	
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11:45 REDUX	
2 of 2	

Amputee Motorcycle Ride Department Feedback August 26, 2017

DPW

From: Nason, Dan

Sent: Tuesday, August 01, 2017 12:51 PM

Subject: ACCEPTED: 2017 Amputee Veteran Motorcycle Ride

When: Saturday, August 26, 2017 10:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

Leila,

I have NO ISSUE with the following event assuming there is no involvement by the DPW.

Regards, Dan

FIRE DEPARTMENT

From: Whalen, John

Sent: Tuesday, August 01, 2017 9:57 AM

Subject: ACCEPTED: 2017 Amputee Veteran Motorcycle Ride

When: Saturday, August 26, 2017 10:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

PARK & RECREATION

From: McNamara, Kayla

Sent: Tuesday, August 01, 2017 10:10 AM

Subject: ACCEPTED: 2017 Amputee Veteran Motorcycle Ride

When: Saturday, August 26, 2017 10:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

POLICE DEPARTMENT

From: Nix, Scott

Sent: Tuesday, August 01, 2017 3:33 PM

Subject: ACCEPTED: 2017 Amputee Veteran Motorcycle Ride

When: Saturday, August 26, 2017 10:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

CONSENT CALENDAR ITEM

18: Eagle Scout Recognition Letters 2017

REQUESTOR SECTION

Date of request:

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

Formal Title: Vote to enter into the Town record and congratulate Fady Gemayel, Ben Short and Patrick O'Beirne of Troop 60 for having achieved the high honor of Eagle Scout.

Recommendations/Suggested Motion/Vote: Vote to enter into the Town record and congratulate Fady Gemayel, Ben Short and Patrick O'Beirne of Troop 60 for having achieved the high honor of Eagle Scout.

Background Information:

See attached letter from Laura Rippy, Secretary, Sudbury Boy Scout Troop 60.

Financial impact expected:

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

Board of Selectmen Pending 08/08/2017 7:30 PM



May 24, 2017

Sudbury Board of Selectmen Sudbury, MA

Dear Selectmen:

The Scouts, Leaders, and Members of Sudbury Massachusetts Boy Scout Troop 60, take great pleasure in announcing that an Eagle Scout Board of Review has found these boys worthy of the rank Eagle Scout

Fady Gemayel	11 Meachen Rd	April 6, 2017
Ben Short	394 Maynard Rd	May 7, 2017
Patrick O'Beirne	82 Pratts Mill Rd	May 7, 2017

In honor of this achievement, would you be so kind as to send letters of greeting to be presented to each of them at an Eagle Scout Court of Honor (date TBD)?

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

Thank you very much for taking the time to help this community and Sudbury Troop 60 recognize these boys for achieving the rank of Eagle Scout.

Sincerely,

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



SUDBURY BOARD OF SELECTMEN

Tuesday, August 8, 2017

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 July 18, 2017.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of July 18, 2017.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

Board of Selectmen Pending 08/08/2017 7:30 PM