



SUDBURY BOARD OF SELECTMEN  
TUESDAY APRIL 9, 2019  
6:45 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	6:45 PM		CALL TO ORDER
<b>EXECUTIVE SESSION</b>			
1.		<i>VOTE</i>	Vote to enter into Executive Session to discuss strategy with respect to collective bargaining (Firefighters) if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (exception 3).
2.		<i>VOTE</i>	Vote to close Executive Session and resume Open Session.
			Opening remarks by Chairman
			Reports from Town Manager
			Reports from Selectmen
			Citizen's comments on items not on agenda
<b>TIMED ITEMS</b>			
3.	7:15 PM	<i>VOTE</i>	Vote to accept the donation of labor and materials from Michael Lynch of Lynch Landscape and Tree Service, Inc. for: 1) The installation of a brick landing for the Heritage Tree and Bench to be installed at Haskell Field, near Lyon's Pride playground, in memory of Max Patrick McCormick. 2) Weed control and organic mulch application on the Town Common triangle in Town Center. As requested by Dan Nason, DPW Director.
4.	7:20 PM		Meet with Legislators (Gentile, Barrett, Eldridge) to discuss topics of concern.
<b>MISCELLANEOUS</b>			
5.			Discuss Town Meeting articles with CPC chair Sherri Cline.
6.		<i>VOTE</i>	Review ATM articles, take positions on articles, and assign presentations.
7.		<i>VOTE</i>	Discussion and vote whether to waive the Board of Selectmen Ballot Question Policy notice requirements for solicitation of arguments in favor and arguments in opposition to accompany the Ballot Question concerning the acquisition of the Camp Sewataro

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

Item #	Time	Action	Item
			property and refer such solicitation to Town Counsel pursuant to Chapter 180 of the Acts of 1996.
8.			Discussion on Town Forum
9.			Discussion on Fairbank Community Center
10.		<i>VOTE / SIGN</i>	As the Licensing Authority for the Town of Sudbury, discussion and vote whether to approve a new Common Victualler License for Twenty-Nine, 29 Boston Post Road, Ste 3150, as requested in an application dated March 14, 2019, subject to conditions put forth by the Fire Department and Building Department.
11.		<i>VOTE</i>	Update and discussion on community compact and potential vote to apply for proposed ride-hail and taxi pilot for Sudbury and other MAGIC communities. Attending will be Adam Duchesneau, Director of Planning and Community Development; Alice Sapienza, Cross Town Connect Representative on the Transportation Committee.
12.		<i>VOTE</i>	Discussion and vote on whether to approve the Memorandum of Agreement (MOA) between the Town of Sudbury and the Sudbury Fire Fighters Union, I.A.F.F. Local 2023, and ratify the vote taken in Executive Session between the Town of Sudbury and the Fire Fighters Union.
13.			Citizens' comments (cont)
14.			Discuss upcoming agenda items
<b>CONSENT CALENDAR</b>			
15.		<i>VOTE</i>	Vote to place the following Ballot Question on the Warrant for the Special Town Election of June 4, 2019 and notify the Town Clerk accordingly: Shall the Town of Sudbury be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued for the purpose of acquiring the fee or lesser interest in all or a part of the land and the improvements thereon commonly known as "Camp Sewataro", located at 1 Liberty Ledge, consisting of a total of approximately 44.32 acres of land, more or less, for general municipal purposes including the payment of all incidental and related costs?
16.		<i>VOTE / SIGN</i>	Vote to sign the Annual Town Meeting warrant which must be delivered to residents by 4/29/19.
17.		<i>VOTE / SIGN</i>	Vote to acknowledge that the month of May is Military Appreciation Month and to sign a proclamation in this regard.
18.		<i>VOTE / SIGN</i>	Vote to proclaim Wednesday, April 24, 2019 as Marilyn MacLean Day in the Town of Sudbury in honor of 36 years of support on the Historical Commission, and sign a proclamation in this regard.
19.		<i>VOTE</i>	Vote to approve the minutes of 3/5/19 and 3/12/19.

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

<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
20.		<i>VOTE</i>	Vote to Grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Friday, April 19, 2019, from 5:30 A.M. through approximately 12:30 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the parade's conclusion.
21.		<i>VOTE</i>	Vote to accept the resignations of Lydia Pastuszek and Andrew Kaye from the Sudbury Housing Trust, who are choosing not to serve another term. Also send a letter of thanks for their service to the Town.
22.		<i>VOTE / SIGN</i>	Vote to approve and signify approval of a Conservation Restriction granted under M.G.L. c.40 §8C by Mahoney Farms LLC on land located off Old Framingham Road, Sudbury, being a 0.68- acre portion of a 1.703- acre parcel of land and shown as "75' Wide Wildlife Corridor Easement" on a plan of land entitled "Easement Plan of Land in Sudbury, MA", dated July 26, 2005, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on October 26th, 2005 as Plan No. 1464 of 2005.
23.		<i>VOTE / SIGN</i>	Vote to approve and signify approval of a Conservation Restriction granted under M.G.L. c.40 §8C by Mahoney Farms LLC for property at 30 Nobscot Rd., Sudbury, being a 3.09-acre portion of a 23.527-acre parcel of land and shown as "Easement #2 Open Space Easement", "Easement #3 Open Space and Drainage Easement", "Easement #4 Existing 'No Structure' Open Space Easement Used for Underground Utilities by Grantor", "Easement #6 Drainage Easement", and "Easement #7 Existing 'No Structure' Open Space Easement Used for Underground Utilities by Grantor", on a plan entitled "Conservation Restriction Plan of Land Mahoney Farms in Sudbury, MA", dated December 26, 2018, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on March 3, 2019 as Plan No. 171 of 2019.

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

**SUDBURY BOARD OF SELECTMEN**

Tuesday, April 9, 2019

**EXECUTIVE SESSION****1: Enter Executive Session for Collective Bargaining****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to enter into Executive Session to discuss strategy with respect to collective bargaining (Firefighters) if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (exception 3).

Recommendations/Suggested Motion/Vote: Vote to enter into Executive Session to discuss strategy with respect to collective bargaining (Firefighters) if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (exception 3).

Background Information:

Financial impact expected:

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM





## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

2

### EXECUTIVE SESSION

#### 2: Vote to close Exec Session

##### REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close Executive Session and resume Open Session.

Recommendations/Suggested Motion/Vote: Vote to close Executive Session and resume Open Session.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

**TIMED ITEM****3: Accept Donation from Lynch Tree Service**REQUESTOR SECTION

Date of request:

Requestor: Dan Nason, DPW Director

Formal Title: Vote to accept the donation of labor and materials from Michael Lynch of Lynch Landscape and Tree Service, Inc. for: 1) The installation of a brick landing for the Heritage Tree and Bench to be installed at Haskell Field, near Lyon's Pride playground, in memory of Max Patrick McCormick. 2) Weed control and organic mulch application on the Town Common triangle in Town Center. As requested by Dan Nason, DPW Director.

Recommendations/Suggested Motion/Vote: [Vote to accept the donation of labor and materials from Michael Lynch of Lynch Landscape and Tree Service, Inc. for: 1\) The installation of a bench and brick landing for the Heritage Tree and Bench to be installed at Haskell Field, near Lyon's Pride playground, in memory of Max Patrick McCormick. 2\) Weed control and organic mulch application on the Town Common triangle in Town Center. As requested by Dan Nason, DPW Director.](#)

## Background Information:

The Heritage Tree and Bench have already been approved and paid for.

Lynch Landscape & Tree Service will donate labor to install the bench as well as labor and materials for a brick landing underneath the bench. Please see rendering attached.

The Park & Recreation Commission will discuss the bench landing at their meeting on Monday, April 8.

(FIRST TIMED ITEM 7:15 PM)

Financial impact expected: Donation of labor and materials to install a bench and construct a brick landing on Haskell Field and to provide mulch and weed control on the Town Common.

Approximate agenda time requested:

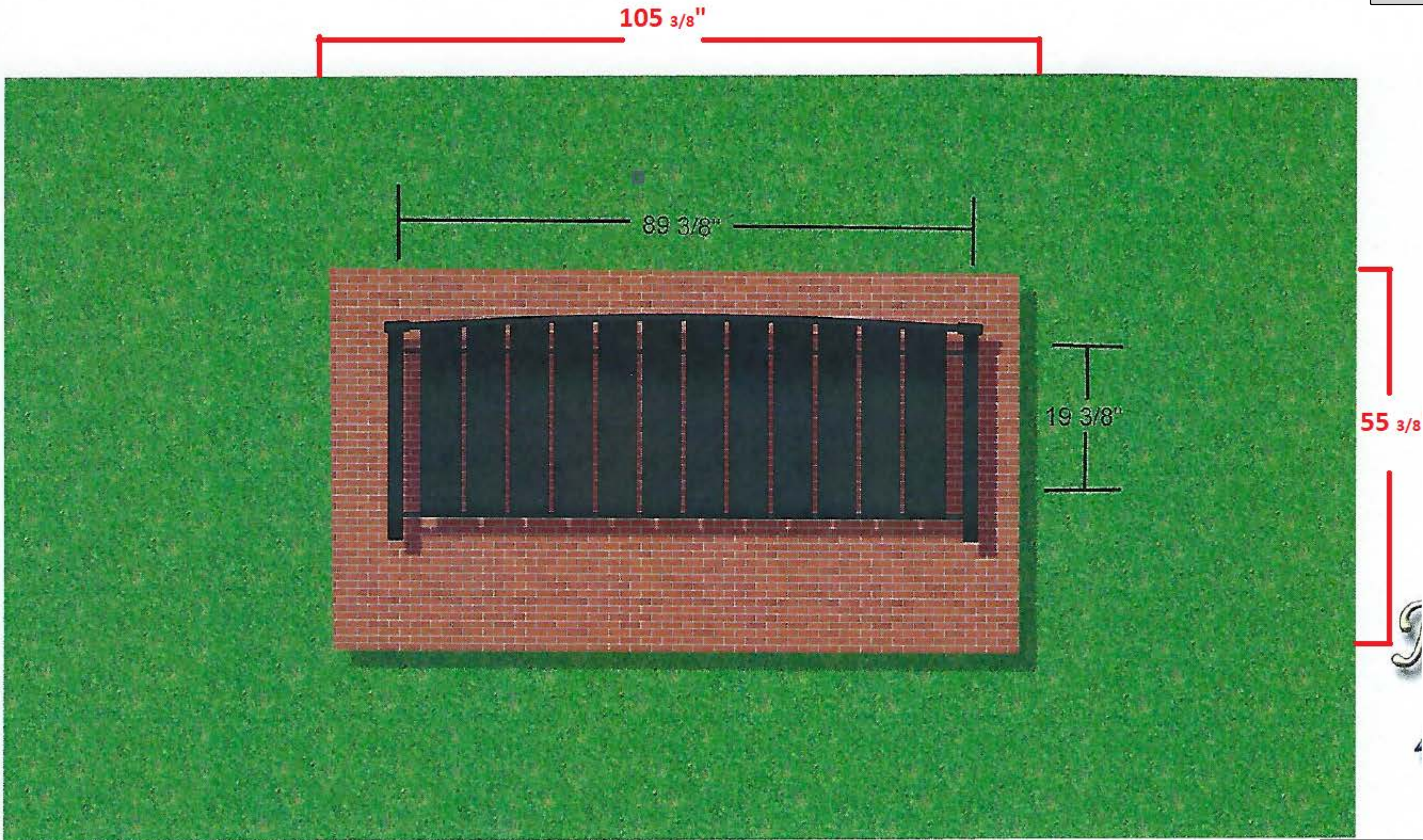
Representative(s) expected to attend meeting: Representative, Lynch Landscape &amp; Tree Service

## Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM





Attachment 3.a: Haskell Bench Landing Rendering (3199 : Accept Donation from Lynch Tree Service)





## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

4

### TIMED ITEM

#### 4: Meeting with Legislators

##### REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Meet with Legislators (Gentile, Barrett, Eldridge) to discuss topics of concern.

Recommendations/Suggested Motion/Vote: Meet with Legislators (Gentile, Barrett, Eldridge) to discuss topics of concern.

Background Information:  
see attached

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM

Sudbury legislative priorities/updates/questions.

1. Budget
2. An Act Building for the Future of the Commonwealth H4397
  - a. Legislation to establish an annual program of education, self-evaluation and training for members of local planning boards and zoning boards of appeals and to promote affordable community housing
3. Joint Committee H.4270
  - a. Changes to 40a that would reduce 2/3 voting threshold to enact zoning policies that are laid out in a best practices established by the administration
    - i. Multi family or cluster
    - ii. By right zones for accessory apartments
    - iii. Transfer of development rights
    - iv. Reducing parking and dimensional requirements, such as minimum lot sizes
  - b. Streamlines processes for local government that engage with state on housing matters by going to one online portal
  - c. Incentives through grant funding and technical assistance
4. Increased funding for Chapter 70
5. An Act Relative to School Bus Safety S2098
6. Fining utilities for double poles S1976
7. Licensing for alcohol
8. Funding for Fairbanks Community Center
9. Regionalization of Schools and School funding/ Foundation Budgets
10. Special Education funding, specifically 2013 H334, An Act relative to special education services for low incidence populations

**From:** Leonard Simon  
**Sent:** Tuesday, April 2, 2019 8:58 AM  
**To:** Golden, Patricia  
**Subject:** Re: Selectmen's agenda requests - deadline for April 9 meeting

Hi Patty,

Would you please add to the April 9 agenda, for the discussion with one of our legislators, particularly Carmine Gentile,- update on legislation to allow use of CPA funds to purchase railroad rights of way.

Thanks,  
Len

Attachment4.b: Simon\_email (3143 : Meeting with Legislators)



SUDBURY BOARD OF SELECTMEN  
Tuesday, April 9, 2019

5

**MISCELLANEOUS (UNTIMED)**  
**5: Discuss CPC town meeting articles**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss Town Meeting articles with CPC chair Sherri Cline.

Recommendations/Suggested Motion/Vote: Discuss Town Meeting articles with CPC chair Sherri Cline.

Background Information:

Financial impact expected:

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Sherri Cline, CPC Chair

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

6

### MISCELLANEOUS (UNTIMED)

#### 6: ATM action

##### REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Review ATM articles, take positions on articles, and assign presentations.

Recommendations/Suggested Motion/Vote: Review ATM articles, take positions on articles, and assign presentations.

Background Information:  
attached list of articles

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



ATM 2019 Articles

6.a

#	Article Title	Status	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
	IN MEMORIAM RESOLUTION										
	FINANCE/BUDGET										
1	Hear Reports	submitted	BOS							Majority	
2	FY19 Budget Adjustments	submitted	BOS							Majority	X
3	FY20 Budget	submitted	Finance Dir/Town Mgr		support					Majority	
4	FY20 Capital Budget - Town Manager	submitted	Town Manager		support					Majority	
5	FY20 Transfer Station Enterprise Fund Budget	submitted	Finance Dir/ Town Mgr		support					Majority	
6	FY20 Pool Enterprise Fund Budget	submitted	Finance Dir/ Town Mgr		support					Majority	
7	FY20 Recreation Field Maintenance Enterprise Fund Budget	submitted	Finance Dir/ Town Mgr		support					Majority	
8	FY19 Snow & Ice Transfer	submitted	Town Manager							Majority	
9	Unpaid Bills	submitted	Town Accountant							Four-fifths	X
10	Chapter 90 Highway Funding	submitted	DPW Director		support					Majority	X
11	LSRHS Excess & Deficiency	submitted	BOS						\$595,000	Majority	
12	Stabilization Fund	submitted	Town Manager		support				\$194,894	Majority	
13	Repurpose of Rolling Stock Stabilization Account	submitted	Town Mgr.		support					Two-thirds	

Attachment 6.a: Articles list ATM 2019 (3085 : ATM action)

4/4/2019

Page 1

NS-not support; S-support; IP-Indefinitely Postpone; RTM-Report at Town Meeting

Packet Pg. 13

# ATM 2019 Articles

6.a

#	Article Title	Status	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
14	Surplus Vehicle Revolving Fund (new)	submitted	DPW Dir./ Fire Chief/ Police Chief		support					Majority	X
15	Board of Health Revolving Fund - Scope Expansion (new)	submitted	Health Director							majority	X
16	ZBA Revolving Fund - Scope Expansion (new)	submitted	ZBA chairman							majority	X
17	FY20 Revolving Funds Spending Limits	submitted	SPS & Town		support					Majority	X
18	Fund Litigation Costs - Eversource	submitted	BOS		support					Majority	
<b>CAPITAL ARTICLES</b>											
19	DPW One Ton Dump Truck	submitted	DPW Director		support					Majority	
20	Concord Road Culvert Design	submitted	DPW Director		support					Majority	
21	Purchase of Fire Engine	submitted	Fire Chief		support				\$570,000	majority	
22	<b>Sudbury Public Schools Playground Improvement - WITHDRAWN</b>	submitted	SPS						\$0	Majority	
23	Funding of CWMP Impact Report	submitted	Town Mgr		support				\$500,000	2/3 if borrowed	
24	<b>Fairbank Community Center Design and Construction Funds - WITHDRAWN</b>										
25	Camp Sewataro Acquisition	submitted	BOS							2/3 if borrowed	
26	Amend Article XXV Capital Planning	submitted	BOS		support					Majority	
27	Raymond Road Conveyance to Water District	submitted	BOS							Two-thirds	
28	Amend Zoning: Melone Smart Growth Overlay District	submitted	BOS		support					Two-thirds	

Attachment 6.a: Articles list ATM 2019 (3085 : ATM action)

4/4/2019

Page 2

NS-not support; S-support; IP-Indefinitely Postpone; RTM-Report at Town Meeting

Packet Pg. 14

ATM 2019 Articles

6.a

#	Article Title	Status	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
	<b>CPC Articles</b>										
29	SPS Playground Modernization	submitted	CPC						\$275,000	Majority	
30	Community Preservation Fund - Featherland Park Multisport Court Reconstruction, Phase 2	submitted	CPC							Majority	
31	Community Preservation Fund - Regional Housing Service Office (RHSO)	submitted	CPC							Majority	
32	Community Preservation Fund - The Coolidge at Sudbury Phase 2	submitted	CPC							Majority	
33	Community Preservation Fund - Sudbury Newspaper Digitization	submitted	CPC						\$25,000	Majority	
34	Community Preservation Fund - Smoke and Fire Detection for Loring Parsonage	submitted	CPC						\$63,000	Majority	
35	Community Preservation Fund - General Budget and Appropriations	submitted	CPC							Majority	

Attachment 6.a: Articles list ATM 2019 (3085 : ATM action)

4/4/2019

Page 3

NS-not support; S-support; IP-Indefinitely Postpone; RTM-Report at Town Meeting

Packet Pg. 15

**SUDBURY BOARD OF SELECTMEN**

Tuesday, April 9, 2019

**MISCELLANEOUS (UNTIMED)****7: Discussion on waiving ballot question policy****REQUESTOR SECTION**

Date of request:

Requestor: Town Manager Rodrigues

Formal Title: Discussion and vote whether to waive the Board of Selectmen Ballot Question Policy notice requirements for solicitation of arguments in favor and arguments in opposition to accompany the Ballot Question concerning the acquisition of the Camp Sewataro property and refer such solicitation to Town Counsel pursuant to Chapter 180 of the Acts of 1996.

Recommendations/Suggested Motion/Vote: Discussion and vote whether to waive the Board of Selectmen Ballot Question Policy notice requirements for solicitation of arguments in favor and arguments in opposition to accompany the Ballot Question concerning the acquisition of the Camp Sewataro property and refer such solicitation to Town Counsel pursuant to Chapter 180 of the Acts of 1996.

**Background Information:**

In connection with the potential acquisition of the Camp Sewataro property (Article 25 of the 2019 ATM Warrant), in accordance with the Board of Selectmen Ballot Question Policy it will be necessary to prepare a ballot question no later than 46 days prior to the election for solicitation of principal proponents and opponents to prepare the 250-word limit argument for passage and the 250-word limit argument in opposition. Chapter 180 of the Acts of 1996 states that the Board of Selectmen, or at its request, Town Counsel shall seek such written arguments from the principal proponents and opponents and that these may include a town or district officer or committee. In the case of the proposed Camp Sewataro acquisition, due to the ongoing negotiations there is not enough public information available to solicit this input in a timely manner.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

**Review:**

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending

Robert C. Haarde  
Board of Selectmen

Pending  
Pending

04/09/2019 6:45 PM

## Board of Selectmen Ballot Question Policy

Chapter 180 of the Acts of 1996 requires the Sudbury Board of Selectmen to provide registered voters the following information for any ballot question submitted solely to Town voters (other than a ballot pursuant to M.G.L. ch.53, §18A): (1) the full text of such question; (2) a fair and concise summary of such question; and (3) arguments for and against such question. See Attachment.

Further requirements include the following:

- The required information is to be sent to the voters at least 7 days before such an election.
- The Board of Selectmen, or when designated, Town Counsel, shall seek written arguments from the principal proponents and opponents of each question.
- The Board of Selectmen shall designate a date for receipt for such arguments and shall provide notice of such 14 days before the date arguments are to be received.
- The Board of Selectmen shall determine those best able to present the arguments for and against each question.
- If no argument is received within the time allowed, Town Counsel shall prepare such argument.
- No argument shall contain more than 250 words.

The requirements of this law will be implemented as follows for any ballot questions to be submitted for an Annual Town Election or a Special Town Election.

- Notice of proposed ballot questions and a request for written arguments for and against the questions will be posted on the Town website at least or 46 days before the election **plus additional days as needed to allow Board of Selectmen meetings for actions listed below.** The Board of Selectmen will also reach out to relevant parties including petitioners for citizen questions and ballot question committees.
- The Board of Selectmen will determine those persons best able to present the arguments for and against each question in an open meeting. In the absence of submission, Town Counsel will prepare the argument.
- Written arguments for and against ballot questions will be reviewed by Town Counsel for legal compliance. Neither Town Counsel nor the Board of Selectmen will review or edit the written arguments for substance, opinion, or accuracy.

<b>Days before election</b>	<b>Action</b>	<b>Purpose</b>
46 + days for BOS meetings	Notice of proposed ballot questions and request for written arguments	
39 + days for BOS meetings	BOS decides authors for pro and con arguments	To allow 14 days before due to Town Counsel
35+ days for BOS meetings	Wording of final ballot questions to Town Clerk	To comply with state ballot law
25 + days for BOS meetings	Written arguments submitted to Town Counsel	To allow 7 days for Town Counsel review and submission to BOS
18 + days for BOS meetings	BOS approves final warrant	
18 days	Delivery to printer	To allow printer 7 days before mailing date
11 days	Delivery to Post Office	To allow 4 days for mail
7 days	Posting and receipt of warrant	

Approved by the Board of Selectmen February 7, 2017.



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

8

### MISCELLANEOUS (UNTIMED)

#### 8: Discuss Town Forum

##### REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on Town Forum

Recommendations/Suggested Motion/Vote: Discussion on Town Forum

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM





SUDBURY BOARD OF SELECTMEN  
Tuesday, April 9, 2019

9

**MISCELLANEOUS (UNTIMED)**

**9: Fairbank Discussion**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on Fairbank Community Center

Recommendations/Suggested Motion/Vote: Discussion on Fairbank Community Center

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

**MISCELLANEOUS (UNTIMED)****10: Twenty-Nine Common Victualler License Application****REQUESTOR SECTION**

Date of request:

Requestor: Twenty-Nine

Formal Title: As the Licensing Authority for the Town of Sudbury, discussion and vote whether to approve a new Common Victualler License for Twenty-Nine, 29 Boston Post Road, Ste 3150, as requested in an application dated March 14, 2019, 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, discussion and vote whether to approve a new Common Victualler License for Twenty-Nine, 29 Boston Post Road, Ste 3150, as requested in an application dated March 14, 2019, 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
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



# Town of Sudbury

Office of Selectmen  
www.sudbury.ma.us

RECEIVED  
BOARD OF SELECTMEN  
SUDBURY, MA  
Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756  
Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

2019 MAR 14 P 1:53

## APPLICATION FOR COMMON VICTUALLER & ENTERTAINMENT LICENSE

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

TO THE LICENSING AUTHORITY  
SUDBURY, MASSACHUSETTS

Name of applicant:

29 Culinary, LLC

Address of applicant:

29 Hudson Rd. Ste 3150 Sudbury, MA 01776

Phone:

Email:

Business Name:

Twenty-Nine

Business Address:

29 Hudson Rd. Ste 3150 Sudbury, MA 01776

Please enclose the following documents with your application:

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

Attachment 10.a: Twenty-Nine CV App BOS (3218 : Twenty-Nine Common Victualler License Application)

**CERTIFICATE OF TAXES/TAX ATTESTATION**

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



Social Security Number, or  
Federal Identification Number

3-11-19  
Date

[Signature]  
Signature of Individual, or  
Corporation Name

By: Jordan Mackey - Managing Member  
Corporate Officer & Title (if applicable)

**AFFIX CORPORATE SEAL**

Attachment10.a: Twenty-Nine CV App BOS (3218 : Twenty-Nine Common Victualler License Application)

To the town of Sudbury,

3-11-19

This letter is to state that 29 Culinary, LLC assumed ownership of the business occupying the space at 29 Hudson rd, ste 3150 sudbury MA, 01776 effective 2-1-19

Signed,

A handwritten signature in black ink, appearing to read "Jordan Mackey", written over a horizontal line.

Jordan Mackey  
Managing Member



PROJECT  
29 SUDBURY  
RENOVATIONS

OWNER

ENGINEER

REGISTRATION

ISSUE/REVISION

NO.	DATE	DESCRIPTION

PROJECT NUMBER

1901	Designed By	PWC
	Drawn By	PWC
	Detail Check	AQ
	Proj Check	Approver
	Date	02.15.19
	Scale	1/4" = 1'-0"

DISCIPLINE

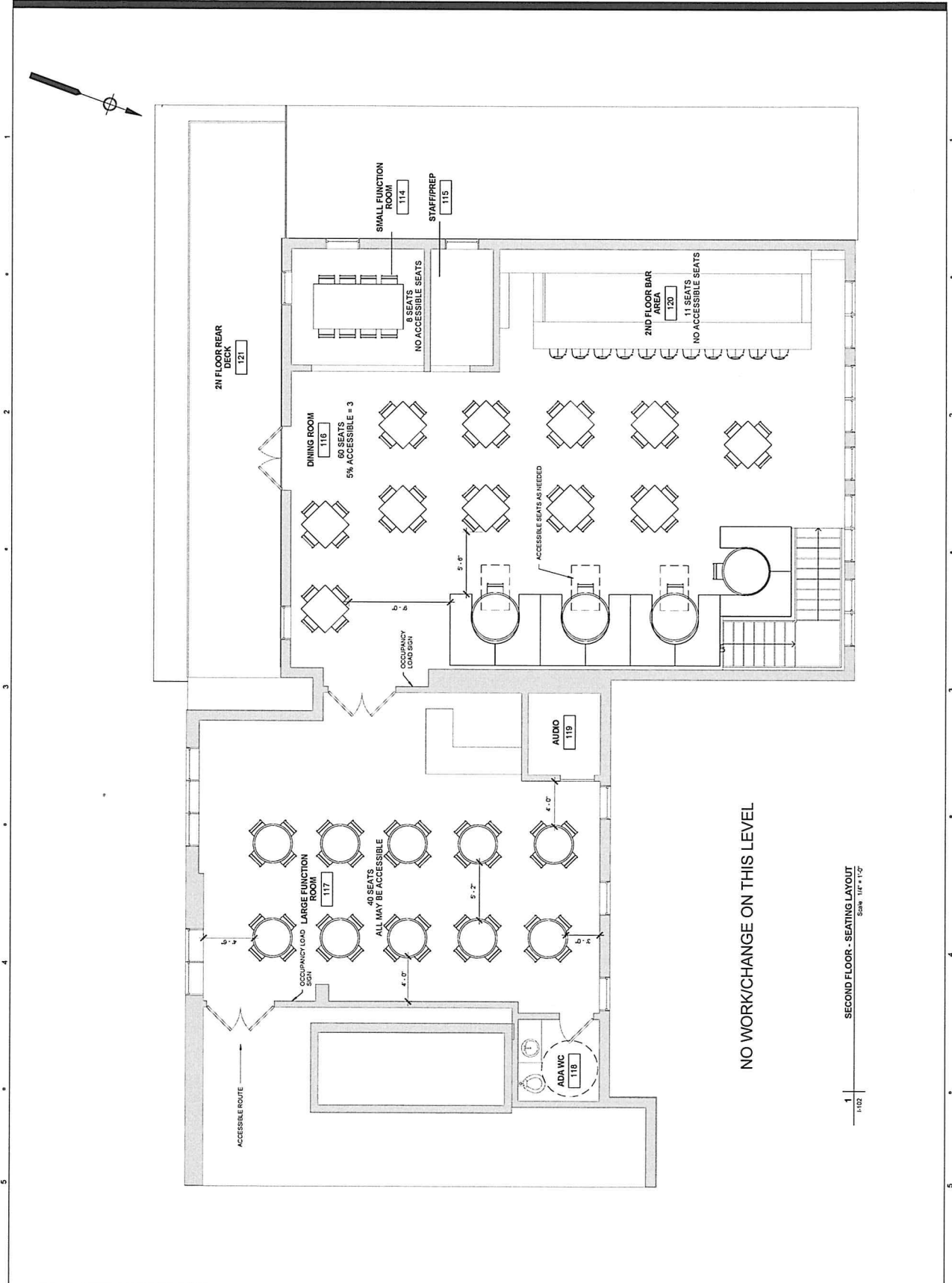
ARCHITECTURAL

SHEET TITLE

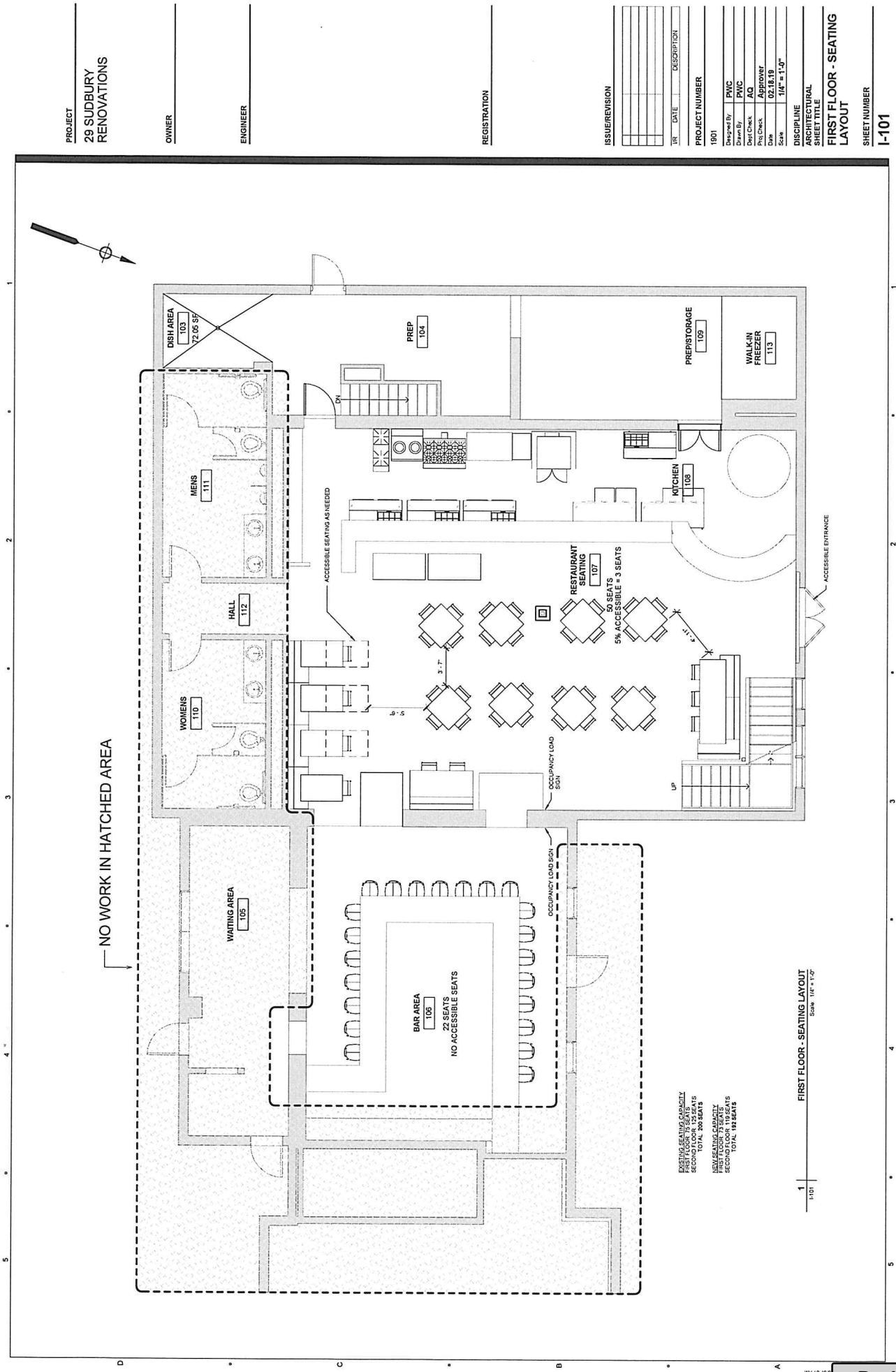
SECOND FLOOR -  
SEATING LAYOUT

SHEET NUMBER

I-102



1 SECOND FLOOR - SEATING LAYOUT  
Scale: 1/4" = 1'-0"



PROJECT  
29 SUDBURY  
RENOVATIONS

OWNER

ENGINEER

REGISTRATION

ISSUE/REVISION

TR	DATE	DESCRIPTION

PROJECT NUMBER  
1901

Designed By: PWC  
Drawn By: PWC  
Detail Check: PWC  
Field Check: PWC  
Date: 02.18.19  
Scale: 1/4" = 1'-0"

DISCIPLINE  
ARCHITECTURAL  
SHEET TITLE  
FIRST FLOOR - SEATING  
LAYOUT

SHEET NUMBER  
I-101



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001361449

1. The exact name of the limited liability company is: 29 CULINARY, LLC

**2a. Location of its principal office:**

No. and Street: 29 HUDSON RD.  
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

**2b. Street address of the office in the Commonwealth at which the records will be maintained:**

No. and Street: 29 HUDSON RD.  
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:  
FULL SERVICE RESTAURANT

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: CORPORATION SERVICE COMPANY  
 No. and Street: 84 STATE ST.  
SUITE 660  
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

I, CORPORATION SERVICE COMPANY resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

**6. The name and business address of each manager, if any:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	JORDAN CHRISTOPHER MACKEY	29 HUDSON RD.



SUDBURY, MA 01776 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of January, 2019,**  
JORDAN CHRISTOPHER MACKEY  
*(The certificate must be signed by the person forming the LLC.)*

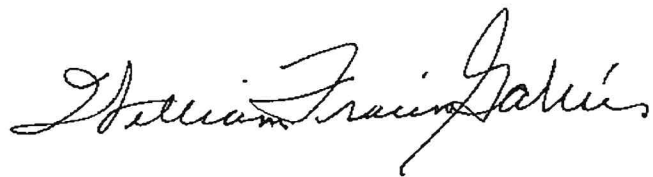
© 2001 - 2019 Commonwealth of Massachusetts  
 All Rights Reserved

## THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

January 02, 2019 10:58 AM



WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# Twenty-Nine

## Common Victualler License Application

### Department Feedback

Department	Staff	Approve/Deny	Comments
Building Department	Mark Herweck	Approved	The Building Department has no issues with this application.
Fire Department	Asst. Chief Choate	Approved	COI is pending several requirements, but we have no issues with Common Victualler application.
Health Department	Bill Murphy	Approved	The Health Department does not have any issues with this application.
Police Department	Chief Nix	Approved	The police department does not have an issue with the application.

**Alcohol License Status:** The All Alcohol Serving License application for Twenty-Nine was approved by the ABCC on 3/28/19.

**SUDBURY BOARD OF SELECTMEN**

Tuesday, April 9, 2019

**MISCELLANEOUS (UNTIMED)****11: Community compact****REQUESTOR SECTION**

Date of request:

Requestor: Adam Duchesneau, PCD director

Formal Title: Update and discussion on community compact and potential vote to apply for proposed ride-hail and taxi pilot for Sudbury and other MAGIC communities. Attending will be Adam Duchesneau, Director of Planning and Community Development; Alice Sapienza, Cross Town Connect Representative on the Transportation Committee.

Recommendations/Suggested Motion/Vote: Update and discussion on community compact and potential vote to apply for proposed ride-hail and taxi pilot for Sudbury and other MAGIC communities. Attending will be Adam Duchesneau, Director of Planning and Community Development; Alice Sapienza, Cross Town Connect Representative on the Transportation Committee.

Background Information:  
attached documents

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Adam Duchesneau, Director of Planning and Community Development; Alice Sapienza, Cross Town Connect Representative on the Sudbury Transportation Committee

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM

<https://www.mass.gov/how-to/apply-for-the-best-practice-program>

## Background

The Community Compact is a voluntary, mutual agreement entered into between the Baker-Polito Administration and individual cities and towns of the Commonwealth. In a Community Compact, a community will agree to implement at least one best practice that they select from across a variety of areas. The community's chosen best practice(s) will be reviewed between the Commonwealth and the municipality to ensure that the best practice(s) chosen are unique to the municipality and reflect needed areas of improvement.

Communities will self-identify the best practice(s) from the list on the Community Compact website. The community's chosen best practice(s) will be reviewed between the Commonwealth and the municipality to ensure that the best practice(s) chosen are unique to the municipality and reflect needed areas of improvement. Those communities participating in the Community Compact will, over a two year period, implement the best practice(s) they selected when entering into the Compact. Resources for technical assistance from the Commonwealth will be prioritized for those communities entered into a Compact and seeking to implement their best practice(s). The Division of Local Services serves as the primary point of entry for communities looking for resources in best practice development and implementation.

The Commonwealth's commitments are included in the signed Compacts and are as follows:

- Intends to be a reliable partner on local aid.
- Pledges to work with our partners in the Legislature toward earlier local aid formula funding levels.
- Will work to make available technical assistance opportunities for cities and towns as they work toward best practices.
- Will not propose any new unfunded state mandates, and we will look at existing mandates with a goal toward making it easier to manage municipal governments.
- Will give special attention, in its review of state regulations, to those that affect the ability of municipalities to govern themselves.
- Pledges to work closely with municipal leaders to expand opportunities to add municipal voices to those state boards and commissions that impact local governments.
- Will introduce incentives for municipalities that sign Compacts in existing and proposed state grant opportunities, including proposals for technical assistance grants available only to compact communities.

- Will identify ways to expedite state reviews that can often slow down economic development opportunities or hinder other municipal interests.

In addition, the Commonwealth will offer incentives to communities for entering into a Community Compact, including prioritizing Commonwealth technical assistance resources to help reach your chosen best practice(s). Extra points on certain grants, and a grant program specifically for Compact communities, are also incentives included for participation in the program.

### **Apply for the best practice program:**

Beginning on August 15, applications for Year 4 of the CCC Best Practice program can be submitted by those municipalities who did not apply in FY18 for either a first or second Compact. Applications are accepted on a rolling basis and will be reviewed within one month of submission. Eligible applicants can choose up to two best practices and enter into a FY19 Compact. A complete set of best practices have been developed and are available here.

Upon submission, applications will be reviewed by the Senior Deputy Commissioner of Local Services. The purpose of the review is to ensure that the best practice(s) chosen reflect needed areas of improvement. After review, the Division of Local Services will reach out to the community regarding next steps.

All municipalities that enter into a Compact maintain their “Compact Community” status through FY19. Cities and towns that entered into Compacts in FY16 or FY17 are eligible to enter into another Compact, but are not required to do so in order to maintain the “Compact Community” status.

Step 1 – Municipal Designation: Identify as a City or Town.

Step 2 – City or Town Name: Choose your community from the dropdown list.

Note: Each community is allowed to submit one application. Once a community submits an application, that community will no longer appear in the dropdown menu. If your community does not appear, then your community is not eligible in FY19. If you have questions as to your eligibility, contact Sean Cronin, Senior Deputy Commissioner for Local Services, at [croninse@dor.state.ma.us](mailto:croninse@dor.state.ma.us).

Step 3 – Contact Information: Include the contact’s name, phone, and email. This should be the person who can be reached if there are questions about the Compact application.

Step 4 – Compact Signatory: Identify the compact signatory. For a city, the signatory should be the Mayor or City Manager; in a town it should be the Chair of the Board of Selectmen; if a town with a town council, it should be the Town Manager/Administrator. These guidelines also apply to any application choosing Education as a best practice area.

Step 5 – Best Practice: Communities may apply for up to two best practices. Choose a best practice category from the dropdown and the best practice options will appear. After choosing a best practice, you will need to explain why you chose the best practice and what assistance you would need to accomplish it. If you are applying for a best practice with other communities, you will be asked to list the other participating communities. After you enter all required information for your first best practice, you will have the option to apply for an additional best practice.

Step 6 – Submission: Once you have completed the application, please click the submit button. You will not be able to save or review your application once you hit submit. You will receive notice via email confirming your application.

**Proposal to Community Compact Cabinet Best Practices Program:  
MAGIC Communities' On-Demand Transportation Pilot – *Making the Connections***

Municipal Designation: Town

City or Town Name: Sudbury

Contact: Alice Sapienza, DBA

Contact Phone: 978 443 2878

Contact Email: [alicesapienza@verizon.net](mailto:alicesapienza@verizon.net)

Compact Signatory: Robert Haarde

Signatory Title: Chair, Board of Selectmen

Best Practice Area #1: Age and Dementia Friendly Best Practice: “Develop policies and services to improve elder economic security and help people age in community, such as... transportation for non-drivers...”

Are you applying for this best practice with other communities? Yes

Why did you choose this best practice and what assistance would you need to accomplish this best practice?

**Why did you choose this best practice?**

This application—*Making the Connections*—is submitted by Acton, Bolton, Boxborough, Carlisle, Stow, and Sudbury, acting as lead municipality. We are focusing on seniors, people with disabilities, financially vulnerable residents, and veterans, with the objective of providing them with transportation services to health and community resources as well as economic opportunities. We chose this best practice, because the needs are urgent.

Data from a recently completed community needs assessment in Sudbury revealed:

- 42% of residents with a participation limitation reported they “had missed, canceled, or rescheduled a medical appointment due to lack of transportation.”
- More than a third of residents who are not financially secure are not satisfied with their “ability to get where they want to go.”
- Nearly half of residents 60+ are not satisfied with their “ability to get where they want to go.”
- 29% of those who are not financially secure do not have nearby support.
- 40% of respondents with participation limitations do not know anyone living within 30 minutes on whom they can rely for help when needed.

The town of Carlisle completed a community health needs assessment in 2017, with similar results:

- According to Census data, almost 25% of Carlisle residents age 65 or older have a disability.
- More than 50% of those with a disability noted that they had problems with mobility.



- Nearly 50% of residents did not have a relative nearby to rely upon for help.
- 60% of respondents provided care for someone within the last 12 months
- More than 50% of survey respondents had concerns about the lack of transportation options.
- To improve transportation, the assessment recommended exploring pooling of resources and funding opportunities.

Data from recent community health assessments in the town of Acton illustrate the same challenges. The lack of access to transportation is a significant barrier to seniors and especially to the most vulnerable (including seniors), who experience limited access to food pantries and grocery stores; to employment opportunities; to medical services; and to social opportunities. More than 20% of Acton households earn less than \$50,000 per year, and nearly 25% of households qualify for state-aided housing. The three most critical needs facing veterans are financial stability, ability to manage money, and transportation, primarily to employment opportunities.

In addition, domestic violence reports in Acton and Boxborough are higher than in other area towns. Although victims benefit from a strong partnership between the police departments and the Domestic Violence Services Network (DVSN), victims lack transportation to jobs and to the court house; to legal and immigration assistance; and to secure housing.

In the Minuteman Advisory Group on Interlocal Coordination (MAGIC) region more generally, between 11% and 27% of residents are 65 years of age or older; in 2030, this will jump to between 14% and 36%. Area Agencies on Aging (AAA) report the top unmet need is transportation for medical, social, recreational, and other requirements. Data on residents with disabilities are assumed to map recent Centers for Disease Control and Prevention (CDC) data: (1) 60% of adults 65 years and older report at least one basic action difficulty or complex activity limitation; (2) about 15% of adults report hearing trouble; and (3) about 9% of adults report vision trouble. Cognitive disability among seniors in the region averages 15%, and several towns are characterized as “vulnerable” according to the CDC’s Social Vulnerability indices for disability and transportation.

Recognizing the regional importance of the above transit needs, MAGIC towns voted in 2018 that Metropolitan Area Planning Council (MAPC) provide technical assistance to determine what types of on-demand transit might meet the needs of the communities, and provided up to \$10,000 from their common fund for this work. It should be emphasized that, in April 2018, all MAGIC towns were admitted to the AARP Age and Dementia Friendly Network and committed to focus initially on housing and transportation initiatives.

### **What assistance would you need to accomplish this best practice?**

A unique challenge this pilot seeks to address is that in rural towns (and certain areas of suburban communities) transportation planning and service provisions face variable and generally

sparse population density. Commuting for non-drivers and access to jobs, social activities, community meetings, socializing, and places of worship in evenings and on weekends are difficult. The above data illustrate that the target population is at risk of isolation, loss of work, reduced access to medical care, etc. The rural towns offer no public transportation; in other towns, parking for commuter rail is constrained; and in most towns there are few walking/wheelchair routes from residences to likely destinations.

Using data from this pilot, we intend to (1) explore the future applicability of shared microtransit platforms to optimize transit programs and regional cooperation in the larger MAGIC subregion of the MAPC, and (2) ensure the sustainability and continuous improvement of regional transportation, particularly to our most needy residents. By adopting new and useful ride-hailing technologies in a three-RTA region, we overcome the hurdle of providing and funding inter-RTA transportation.

Our pilot is designed to collect demand data to help regional transit authorities provide effective and cost-efficient services where possible. By partnering with vehicle providers that utilize appropriate dispatch and operational software, the collaborating communities will finally be able to quantify such data as ride numbers, destinations, points of origin, time, etc. At the end of the pilot, we expect to identify potential hubs and fixed route services that regional transit authorities could serve economically and, at the same time, increase equity and inclusiveness as features of age and dementia friendly communities.

To accomplish our goals, we are seeking \$80,000 to support four major tasks:

Task 1. Coordination: The pilot will be governed by a steering committee composed of representatives from each participating community, as well as from Cross Town Connect. Regional transit authorities – including MetroWest RTA and Lowell RTA, which provide senior and fixed route public transit in portions of the area, and representatives from the Massachusetts Bay Transit Authority (MBTA), which provides commuter rail services in the area, will be invited to participate. MAPC will provide technical expertise. This committee will meet regularly and, at the start of the pilot, will:

- Identify “small win” options within and across towns addressing priority needs, pressing gaps, and key preferences.
- Determine target subgroups, geographic coverage, eligible pickup locations and destinations, days, hours, etc., and rider eligibility requirements.
- Develop policies, including interjurisdictional agreements among participating municipalities (likely in the forms of memoranda of agreements) and, with MAPC, determine clear roles among the agencies.
- Procure project manager to oversee daily operations of the pilot.
- Create a list of possible taxi, bus, livery providers and intersections with Council on Aging and RTA services (see Task 2).

- Describe same-day, door-to-door options in detail.
- Outline Plan/Do/Study/Act (PDSA) continuous quality improvement policies and processes for each option. This includes marketing and outreach plans to help spread the word of the new services.

Implementation of this pilot will help fill gaps in existing public transit services within the MAGIC subregion for daily needs such as medical trips, employment, and social services, as well as connections to existing transit and paratransit services. The steering committee will establish policies informing rules for trip eligibility, rider eligibility, geographic guidelines (eligible trip origins, destinations, etc.), time of day rules, and maximum trip lengths and subsidies. A major objective is to find ways to extend the reach of existing transit services (local shuttles, buses, and commuter rail), and particularly serve areas without transit service, and *not* switch transit trips to ride-hailing. Implementation will include coordination with area RTAs and Councils on Aging and surveys of pilot participants to ensure the program provides additional coverage and not shift riders from existing services. As needed, the pilot will always be subject to modification of implementation policies and practices, to ensure it meets program goals.

Task 2. Procurement: After the goals, policies, metrics, and geography have been established, a request for proposals will be developed and opened to transportation and technology providers, to populate the pilot program. The procurement process will include a requirement for one or more of the vendors to provide wheelchair accessible vehicles, ensuring that persons with disabilities have service. The procurement process will also require the provision of multiple modes of requesting services (e.g., smart device app, internet, telephone, walk-up), including possible concierge service, in which a local organization takes care of securing rides for individuals who require that level of assistance. The steering committee will provide input into the procurement process and members will be involved in the selection process of the preferred vendor. MAPC will provide technical assistance in the procurement process and in best policies and best practices on contracting terms.

Simultaneous with procurement, the steering committee (in whole or in designated part) will:

- Explore voucher, gift certificate, bundling options, sponsorships, etc., to support rides and help ensure future sustainability in the towns.
- Compile, from stakeholder management activities, likely demands or opposition; assess, craft responsive strategies; assign implementation responsibility.
- Assign PDSA oversight responsibility for options. This will entail continuous STUDY of real time outcomes using established measures and modifying parameters as needed (ACT), to improve.
- Craft policies to assure continuity and effectiveness of documentation and communications.

Task3. Implementation of Pilot and Monitoring of Progress: As noted above, a Plan/Do/Study/Act process of continuous improvement will assure real-time effectiveness and efficiency. Because of the latter process, data sharing on rides, including origins and destinations, time of day, trip types, and costs are important components, and a data sharing agreement will be a key portion of the contract with the vendor. Given the importance of the customer in transit endeavors, rider surveys and other forms of feedback will be instituted. MAPC will provide additional technical support on the data analysis and rider surveys, along with steering committee members with quality improvement expertise.

Task 4. Pilot Assessment and Development of Future Initiatives: At the end of the pilot (year 2), the steering committee will review data from all PDSA documentation, provide summary analytics, and compile lessons learned. The data on trip demands will be a critical input to developing future initiatives that will close gaps for regional residents by improving the effectiveness and efficiency of (1) existing Cross Town Connect services, (2) CoA senior transportation, and (3) RTA services, likely in the form of a future microtransit initiative and revised ride-hailing partnerships.

As noted above, MAPC will provide technical assistance and will provide required staff time using its existing resources. Specific new expenditures required for this pilot are the following (total: \$80,000):

- Project manager (part time), to manage initiative tasks and subtasks, reporting to the steering committee. Because this is a multi-jurisdictional pilot, it is vital to have one individual identified as responsible for day-to-day operations. This individual will work with the steering committee as a whole and with each individual participating municipality on rider and trip eligibility, cost sharing arrangements, and provide assistance in booking trips and monitoring the data to ensure the pilot is meeting its goals. The eligible project manager will be an individual with municipal and transportation operations expertise. While this individual will likely be a municipal employee or contractor with one of the participating municipalities, we expect this individual will have several temporary spaces from which to work and travel among the towns. *Cost: \$45,000, to cover labor and travel expenses.*
- Marketing and outreach staff for the towns. In these rural communities, many of the proposed transportation services are new. To ensure effectiveness of the pilot, research shows that communication, advocacy, and customer support are vital. Although printed materials and social media will be an important component, we propose having individuals who know and understand riders and can provide help as needed to serve as community advocates. Some advocates may live in affordable developments in the towns; others may be retired seniors active in their communities. They can help book trips, coordinate with the vendors, and (under supervision of the project manager) compile customer input

for the steering committee. *Cost: \$15,000 to support part time labor, plus travel, printing, and other direct costs.*

- Matching subsidies. The towns involved in the pilot are expected to seek their own subsidies in the form of donations, mitigation funds, Community Health Needs Assessment funds, etc. However, as experience is gained in the implementation, additional funds may be necessary. We have prepared estimates of ride-hail ride costs (based on the CAR experience) and weekly numbers of rides, based on several subsidy assumptions. *Cost: \$20,000 to supplement town subsidy funds.*

Additional details for this application may be found in the following documents:

“Efficiency and Regionalization grant (ERG) proposal 2.15.19 final”

“MAGIC Mobility Grant Proposal Exhibit 1”

“MAGIC Mobility ERG Budget 2019 February 15”

“MAGIC Mobility ERG Schedule 2019 February 15”



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

**MISCELLANEOUS (UNTIMED)****12: Ratify vote taken in Exec Session****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote on whether to approve the Memorandum of Agreement (MOA) between the Town of Sudbury and the Sudbury Fire Fighters Union, I.A.F.F. Local 2023, and ratify the vote taken in Executive Session between the Town of Sudbury and the Fire Fighters Union.

Recommendations/Suggested Motion/Vote: Discussion and vote on whether to approve the Memorandum of Agreement (MOA) between the Town of Sudbury and the Sudbury Fire Fighters Union, I.A.F.F. Local 2023, and ratify the vote taken in Executive Session between the Town of Sudbury and the Fire Fighters Union.

Background Information:  
attached

Financial impact expected:none

Approximate agenda time requested:

Representative(s) expected to attend meeting:

## Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

13

### MISCELLANEOUS (UNTIMED)

#### 13: Citizens' comments (cont)

##### REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizens' comments (cont)

Recommendations/Suggested Motion/Vote: Citizens' comments (cont.)

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

##### Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM





## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

14

### MISCELLANEOUS (UNTIMED)

#### 14: Discuss upcoming agenda items

##### REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss upcoming agenda items

Recommendations/Suggested Motion/Vote:

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
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



## POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING	DESCRIPTION
April 24, 9:30 AM	Executive Session regarding minutes approval/release
April 30	Deadline to submit STE ballot question to Town Clerk
May 6, 7:30 PM @LSRHS (Mon-Wed)	Annual Town Meeting @LSRHS Auditorium
May 14	Sign Special Town Election (STE) warrant which must be delivered to residents by May 28, 2019
	Vote to elect BOS chairman and vice-chairman
	Discussion on school regionalization
June 4	Special Town Election
Date to be determined	Update from BOS Policy Subcommittee
	Discussion on Fairbank Center
	Route 20 empty corner lot – former gas station
	HOME program
	Update on traffic policy (Chief Nix)
	Update on crosswalks (Chief Nix/Dan Nason)
	Discussion and potential vote on next steps regarding CSX Rail Trail acquisition
	Announce date for Fall Town Meeting (July/Aug)
	Tax Classification Hearing (Oct/Nov)
	Annual alcohol license renewals (Dec)
STANDING ITEM FOR ALL MEETINGS	BOS requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

**CONSENT CALENDAR ITEM****15: STE Ballot Question****REQUESTOR SECTION**

Date of request:

Requestor: Town Manager Rodrigues

Formal Title: Vote to place the following Ballot Question on the Warrant for the Special Town Election of June 4, 2019 and notify the Town Clerk accordingly: Shall the Town of Sudbury be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued for the purpose of acquiring the fee or lesser interest in all or a part of the land and the improvements thereon commonly known as "Camp Sewataro", located at 1 Liberty Ledge, consisting of a total of approximately 44.32 acres of land, more or less, for general municipal purposes including the payment of all incidental and related costs?

Recommendations/Suggested Motion/Vote: Vote to place the following Ballot Question on the Warrant for the Special Town Election of June 4, 2019 and notify the Town Clerk accordingly: *Shall the Town of Sudbury be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued for the purpose of acquiring the fee or lesser interest in all or a part of the land and the improvements thereon commonly known as "Camp Sewataro", located at 1 Liberty Ledge, consisting of a total of approximately 44.32 acres of land, more or less, for general municipal purposes including the payment of all incidental and related costs?*

**Background Information:**

The acquisition of all or a portion of the Camp Sewataro property to be voted under Article 25 of the 2019 ATM will require a subsequent debt exclusion vote at the 6/4/19 STE. The wording of the Ballot Question is required to be referred to the Town Clerk no later than 35 days prior to the Election date.

---

Financial impact expected: bonding of land acquisition

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden

Pending

Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

**CONSENT CALENDAR ITEM****16: Sign ATM warrant**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to sign the Annual Town Meeting warrant which must be delivered to residents by 4/29/19.

Recommendations/Suggested Motion/Vote: Vote to sign the Annual Town Meeting warrant which must be delivered to residents by 4/29/19.

Background Information:

Warrant still being edited - will provide copy Monday, 4/8

Financial impact expected:none

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM

**SUDBURY BOARD OF SELECTMEN**

Tuesday, April 9, 2019

**CONSENT CALENDAR ITEM****17: Proclamation - May Military Month****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to acknowledge that the month of May is Military Appreciation Month and to sign a proclamation in this regard.

Recommendations/Suggested Motion/Vote: Vote to acknowledge that the month of May is Military Appreciation Month and to sign a proclamation in this regard.

Background Information:  
attached document for signature

Financial impact expected:

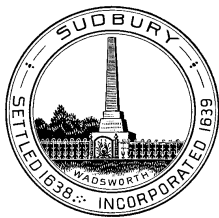
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



## TOWN OF SUDBURY

*Office of Selectmen*

*www.sudbury.ma.us*

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843

### Military Appreciation Month Proclamation

**WHEREAS,** The freedom and security that citizens of the United States enjoy today are direct results of the bloodshed and continued vigilance given by the United States Armed Forces over the history of our great nation; and

**WHEREAS,** the sacrifices that such members of the United States Armed Forces and of the family members that support them, have preserved the liberties that have enriched this nation making it unique in the world community; and

**WHEREAS,** the United States Congress, in two thousand and four, passed a resolution proclaiming May as National Military Appreciation Month, calling all Americans to remember those who gave their lives in defense of freedom and to honor the men and women of all of our Armed Services who have served and are now serving our Country, together with their families; and

**WHEREAS,** the month of May was selected for this display of patriotism because during this month, we celebrate Victory in Europe (VE) Day, Military Spouse Day, Loyalty Day, Armed Forces Day/Week, National Day of Prayer, and Memorial Day;

**NOW, THEREFORE, WE,** the Selectmen of Sudbury, Massachusetts do hereby proclaim the period May 1, through May 31, 2019 as a special time to show appreciation for our Military and proclaim it as

### MILITARY APPRECIATION MONTH

We encourage all Sudbury citizens to join us in showing our gratitude by the appropriate display of flags and ribbons during the designated period.

**IN WITNESS WHEREOF,** we hereunto set our hands and the Seal of Sudbury, Massachusetts to be affixed this 9th day of April, 2019.

#### BOARD OF SELECTMEN

\_\_\_\_\_  
Robert C. Haarde, Chairman

\_\_\_\_\_  
Daniel E. Carty, Vice-Chairman

\_\_\_\_\_  
Patricia A. Brown

\_\_\_\_\_  
Janie Dretler

\_\_\_\_\_  
Leonard A. Simon



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

**CONSENT CALENDAR ITEM****18: Proclamation - Marilyn MacLean Day**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to proclaim Wednesday, April 24, 2019 as Marilyn MacLean Day in the Town of Sudbury in honor of 36 years of support on the Historical Commission, and sign a proclamation in this regard.

Recommendations/Suggested Motion/Vote: Vote to proclaim Wednesday, April 24, 2019 as Marilyn MacLean Day in the Town of Sudbury in honor of 36 years of support to the Historical Commission, and sign a proclamation in this regard.

Background Information:  
attached proclamation and invitation

Financial impact expected:none

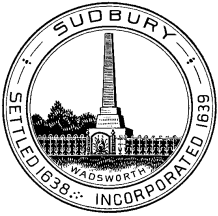
Approximate agenda time requested:

Representative(s) expected to attend meeting:

## Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



## TOWN OF SUDBURY

Office of Selectmen  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843

### *Proclamation*

**WHEREAS,** The Town of Sudbury recognizes Marilyn (Lyn) MacLean's 36 years of continuous support to the Sudbury Historical Commission including its Chairmanship and her strong advocacy for the Hosmer House; and

**WHEREAS,** Over the past 36 years, Lyn has been one of Sudbury's leading advocates for the surveying and documenting of its historical heritage through building surveys conducted on hundreds of historical properties; and

**WHEREAS,** Lyn has been the driving force for the restoration of the Town's Historic Cemeteries and many other Town-owned historic properties; and

**WHEREAS,** Her passion has been the restoration, maintenance and interpretation of the Hosmer House and ensuring that this amazing Town-owned historic property is shared with the public through numerous Open House events including the annual Holiday Open House which has become a tradition within Sudbury; and

**NOW, THEREFORE, WE,** the Selectmen of Sudbury, Massachusetts do hereby proclaim Wednesday, April 24, 2019 as Marilyn MacLean Day

**IN WITNESS WHEREOF,** we hereunto set our hands and the Seal of Sudbury, Massachusetts to be affixed this 9th day of April, 2019.

#### BOARD OF SELECTMEN

\_\_\_\_\_  
Robert C. Haarde, Chairman

\_\_\_\_\_  
Daniel E. Carty, Vice-Chairman

\_\_\_\_\_  
Patricia A. Brown

\_\_\_\_\_  
Janie W. Dretler

\_\_\_\_\_  
Leonard A. Simon



*YOU ARE INVITED TO AN  
APPRECIATION PARTY  
CELEBRATING DEPARTING MEMBER  
LYN MACLEAN'S 36 YEARS ON THE  
SUDBURY HISTORICAL COMMISSION*



*WEDNESDAY, APRIL 24, 2019  
4:30 – 6:30 PM  
HOSMER HOUSE  
299 OLD SUDBURY RD*

*REFRESHMENTS*

*REGRETS ONLY, by APRIL 16  
RSVP: [historical@sudbury.ma.us](mailto:historical@sudbury.ma.us)*



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

**CONSENT CALENDAR ITEM****19: Minutes approval****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the minutes of 3/5/19 and 3/12/19.

Recommendations/Suggested Motion/Vote: Vote to approve the minutes of 3/5/19 and 3/12/19.

Background Information:  
attached drafts

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

**CONSENT CALENDAR ITEM****20: Patriot's Day Parade 2019**REQUESTOR SECTION

Date of request:

Requestor: LTC Michael Vere, Sudbury Companies of Militia and Minute

Formal Title: Vote to Grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Friday, April 19, 2019, from 5:30 A.M. through approximately 12:30 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the parade's conclusion.

Recommendations/Suggested Motion/Vote: Vote to Grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Friday, April 19, 2019, from 5:30 A.M. through approximately 12:30 P.M., subject to Police Department safety requirements, Proof of Insurance Coverage and the assurance that any litter will be removed at the parade's conclusion.

Background Information:

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Leila S. Frank	Pending
Patty Golden	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



*Sudbury Companies of Minute and Militia  
Sudbury Massachusetts 01776*

March 30, 2019

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

RECEIVED  
BOARD OF SELECTMEN  
SUDBURY, MA  
2019 APR - 1 P 1:21

Members of the Board of Selectmen:

On behalf of the Sudbury Companies of Militia and Minute, I am writing you to request permission for us to host our annual parade to commemorate Patriot's Day. As has been the tradition, the Sudbury Companies of Militia and Minute will observe Patriot's Day on Friday, April 19, 201 with our annual March from Sudbury Center to the Old North Bridge in Concord. Our campaign will be approximately 40-50 strong.

Our route will follow the same path as last year, starting from the Sudbury Town and following Concord, Pantry and Dakin Roads. We will stop at the Old Town Cemetery and North Cemetery. We have contacted the Sudbury Police Department and have requested a patrol car to escort us to the Concord town line.

You will find a copy of our itinerary including an approximate timetable included with this letter. I will be in discreet possession of a mobile phone during the march should it become necessary to communicate with me and can be reached at [REDACTED] (mobile & text),  
[REDACTED]

If you should have any questions or require additional information prior to April 19, 2019, you can reach the Company Sergeant, Larry Leonard at [REDACTED] (home and mobile) or by mail at the address below.

Sincerely,

LtC Michael Vere  
Route Committee Member  
Sudbury Companies of Militia and Minute  
P.O. Box 187  
Sudbury, MA 01776

Attachment: Sudbury Companies Route of March for April 19, 2019

Attachment20.a: Patriot's Day 2019\_BOS (3227 : Patriot's Day Parade 2019)





*Sudbury Companies of Minute and Militia*  
*Sudbury Massachusetts 01776*

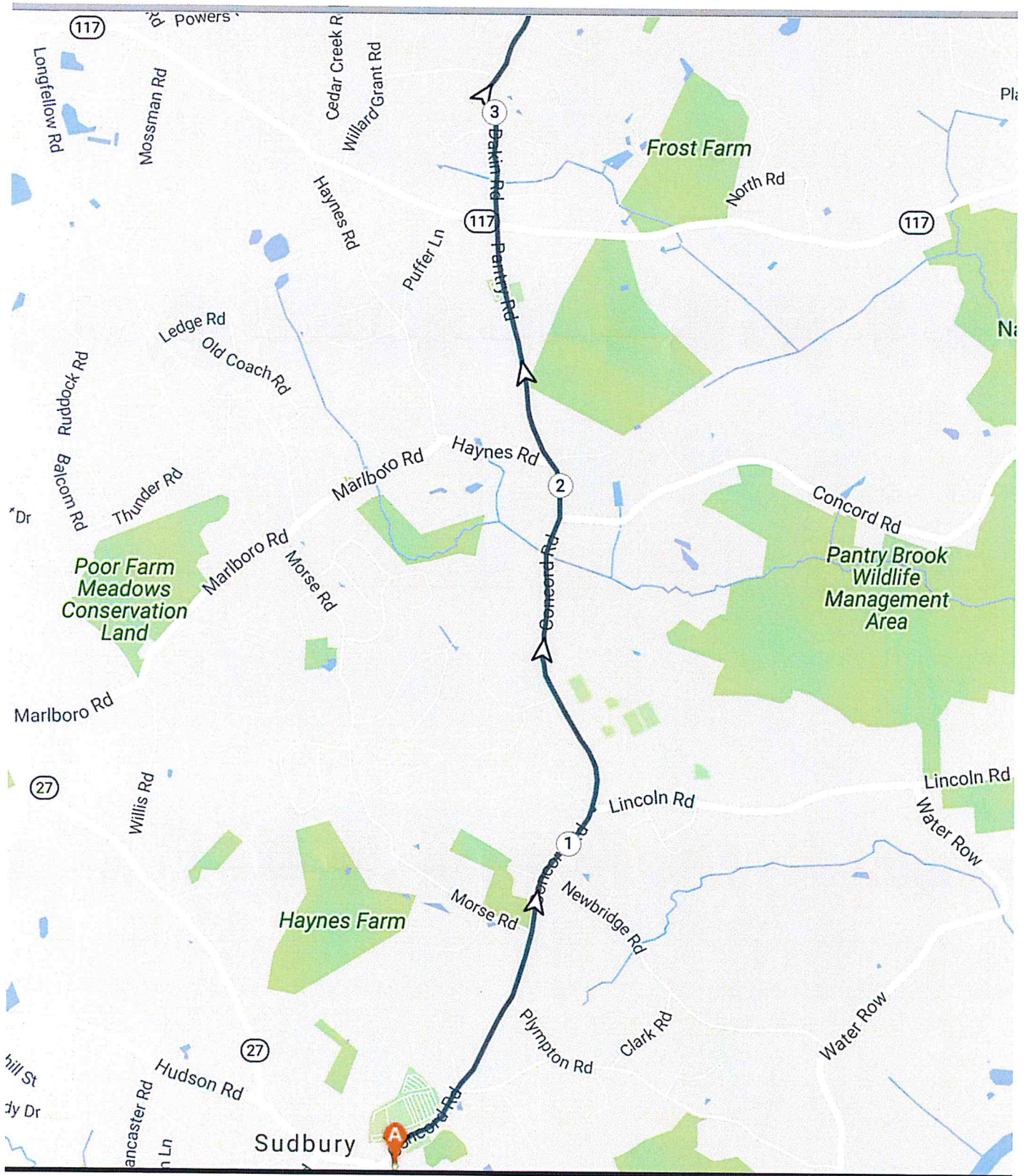
## **Route of March for Friday, April 19, 2019**

### **East Sudbury Center (Wayland Center)**

3:45 am	Assembly of Troops at the First Parish Church, Wayland
4:15 am	Depart First Parish Church
4:20 am	Grout-Heard House - Flag Raising & Salute
4:25 am	Continue March North on Old Sudbury Road
5:05 am	Olde East Company Training Field - Fire Salute
5:40 am	Depart by carriage and coach to Sudbury Center

### **Sudbury Center**

5:30 am	Assembly of all participants for the March to Concord
6:15 am	Begin March to Concord
6:20 am	Olde Town Cemetery - Fire Salute
6:25 am	Proceed along Concord Road to Pantry Road
7:00 am	North Cemetery - Fire Salute
7:05 am	Continue on Pantry Road towards Dakin Road
7:30 am	Becomes Old Picard Road at Concord Line - Fire last Salute
8:00 am	Concord Middle School - Refreshment stop
8:30 am	Proceed on Old Marlboro Road, left onto Old Bridge Rd
9:00 am	Left onto Main St, bare right onto Commonwealth Ave.
9:30 am	Cross Route 2 at Rotary, continue onto Barrett's Mill Rd.
10:00 am	Proceed to Honorable Col. Barrett's Home
10:30 am	Depart Barrett's Home and continue on Barrett's Mill Rd.
11:00 am	Arrive at North Bridge Visitor Center
11:30 am	Ceremonies on North Bridge Honoring the Brave Souls of our Ancestors
12:00 noon	Return to Wayside Inn for Flag Ceremony
12:30 pm	Flag Changing Ceremony over Front Door of the Wayside Inn





# 2019 Patriot's Day Parade

## Friday, April 19, 2019

### Department Feedback

Department	Staff	Approve/Deny	Comments
Fire Department	Chief Whalen	Approve	No issues
Highway Department	Dan Nason	Approve	The DPW has no issues with this assuming there is no resources (staff, barricades, equipment, etc.) required from our Department.
Park & Recreation	Kayla Wright	Approve	Ok with recreation
Police Department	Chief Nix	Approve	As previously submitted on last year's event, we do not have an issue with the event as long as they continue to respect the residents along the route. There have been no issues recently.

Dear Scott,

The riders will depart in groups - mostly with their riding partners - over a 2 hour window. We ask them to obey traffic rules and encourage single file on busy roads. The following is provided to all rides on electronic format:

*"When riding on a road with one lane in each direction, bicyclists may ride two abreast, but the riders must allow vehicular traffic to pass when needed. If cycling on a road with two or more lanes heading in the same direction, bicyclists must stay to the right, single file."*

Thanks,  
Andre

On Mon, Feb 25, 2019 at 6:51 AM Nix, Scott wrote:

Andre,

Thank you for the information. If there are only sporadic riders departing/returning I am not as concerned if there was a large starting group as groups ride as such all the time through Sudbury. If you could caution riders to be cognizant of the size of the roads it would be appreciated. I will include my same remarks when the Selectmen's Office sends out the event to Department Heads. Thank you and Happy Monday!

**Respectfully,**

**Scott Nix**

**Chief of Police**

Sudbury Police Department

75 Hudson Road

Sudbury, MA 01776

**From:** André Wolff <[andregwolff@gmail.com](mailto:andregwolff@gmail.com)>

**Sent:** Friday, February 22, 2019 3:34 PM

**To:** Nix, Scott <[NixS@sudbury.ma.us](mailto:NixS@sudbury.ma.us)>

**Subject:** Re: 2019 CRW Spring Century Ride - May 19th - C/O Police Chief Scott Nix

Hi Scott,

I'll write a message to the Selectmen's Office. Thanks!

Regarding the direction of travel through Sudbury, the current route will leave the High School in the morning towards North Sudbury through Concord Rd, left to Marlboro Rd and then right to Hudson Rd.

On the return riders will come in from Willis Rd, left to Marlboro Rd, then Morse Rd, Plimpton Rd, Water Row, then Lincoln Rd.

This is not a single wave start event, it's not competitive. On the Spring Century you usually see small groups starting together anywhere from starting time to an hour later.

Best,

Andre

On Fri, Feb 22, 2019 at 2:05 PM Nix, Scott wrote:

Andre,

Thank you for reaching out. I am more than willing to work with you surrounding your event. You will want to reach out to our Selectmen's Office ([selectmenoffice@sudbury.ma.us](mailto:selectmenoffice@sudbury.ma.us)) as there is a process for approval of such events by the Selectmen who will illicit input from Town Staff. I would be curious as to which direction you have riders departing/returning? I am not so concerned about the intermittent return of riders but if all 300-400 riders are departing at once I would have some safety concerns would should be able to work out. Thank you and Happy Friday!

**Respectfully,**

**Scott Nix**  
**Chief of Police**  
 Sudbury Police Department  
 75 Hudson Road  
 Sudbury, MA 01776

---

**From:** André Wolff  
**Sent:** Friday, February 22, 2019 1:52 PM  
**To:** Police Department  
**Subject:** 2019 CRW Spring Century Ride - May 19th - C/O Police Chief Scott Nix

Dear Chief Nix,  
 Hope you are well!

Let me introduce myself as Board Member of the Charles River Wheelers - The largest and most traditional Cycling Club of New England - <https://www.crw.org>.

I'm part of the Century Ride committee that organizes our traditional bike rides of up to 100 miles. We usually organize two events per year, being the first the celebrated Spring Century. Our membership, and associated riders are always happy to join this early year ride, when hopefully the weather starts turning to spring.

This year we are using a route that was part of the club for over 20 years - the Climb to the Clouds (CTTC) - departing from the Lincoln-Sudbury regional High School, riding towards Mount Wachusett, and back. Being the start and end point in the route, we expect riders to cross Sudbury both in the morning and later in the afternoon and we would like to have your permission and awareness. We expect between 300 and 400 riders to cross the Town. Please see image attached for detail on the route. I would be happy to provide you further details if needed, although precise timing would be hard to project since riders usually have their own pace.

Please let me know if this is concerning, if there are any other activities scheduled for the same date or any other advice you would like me to pass on to the board and riders.

Best regards,

Andre Wolff

CRW Board Member

CRW Century Committee Member

[www.CRW.ORG](http://www.CRW.ORG)

--

"It wouldn't be too much to say that myth is the secret opening through which the inexhaustible energies of the cosmos pour into the human cultural manifestation."

Joseph Campbell, The Hero with a Thousand Faces

**SUDBURY BOARD OF SELECTMEN**

Tuesday, April 9, 2019

**CONSENT CALENDAR ITEM****21: Accept resignation of Housing Trustees****REQUESTOR SECTION**

Date of request:

Requestor: Liz Rust, RHSO

Formal Title: Vote to accept the resignations of Lydia Pastuszek and Andrew Kaye from the Sudbury Housing Trust, who are choosing not to serve another term. Also send a letter of thanks for their service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignations of Lydia Pastuszek and Andrew Kaye from the Sudbury Housing Trust, who are choosing not to serve another term. Also send a letter of thanks for their service to the Town.

Background Information:  
see attached

Financial impact expected:none

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM

**Golden, Patricia**

---

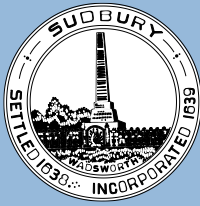
**From:** Vert, Lillian  
**Sent:** Tuesday, March 26, 2019 3:36 PM  
**To:** Golden, Patricia  
**Cc:** Elizabeth Rust  
**Subject:** Sudbury Housing Trust - Trustees ending their terms

Good afternoon Patty,  
Couple of Trustees terms are up on April 30, 2019 and they expressed they will not be serving for a new term.

- Lydia Pastuszek, original Trustee serving since 5/1/2008
- Andrew Kaye, original Trustee serving since 2/27/2007

Could they be included on a future BOS agenda for an acknowledgement of their service and a thank you note from the Selectmen/Town Manager?

Thank you!  
Lillian



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

**CONSENT CALENDAR ITEM****22: Conservation Restriction - Mahoney Farms Old Fram Rd.**REQUESTOR SECTION

Date of request:

Requestor: Conservation Coordinator Debbie Dineen

Formal Title: Vote to approve and signify approval of a Conservation Restriction granted under M.G.L. c.40 §8C by Mahoney Farms LLC on land located off Old Framingham Road, Sudbury, being a 0.68-acre portion of a 1.703-acre parcel of land and shown as "75' Wide Wildlife Corridor Easement" on a plan of land entitled "Easement Plan of Land in Sudbury, MA", dated July 26, 2005, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on October 26th, 2005 as Plan No. 1464 of 2005.

Recommendations/Suggested Motion/Vote: Vote to approve and signify approval of a Conservation Restriction granted under M.G.L. c.40 §8C by Mahoney Farms LLC on land located off Old Framingham Road, Sudbury, being a 0.68-acre portion of a 1.703-acre parcel of land and shown as "75' Wide Wildlife Corridor Easement" on a plan of land entitled "Easement Plan of Land in Sudbury, MA", dated July 26, 2005, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on October 26<sup>th</sup>, 2005 as Plan No. 1464 of 2005.

**Background Information:**

This Conservation Restriction (CR) is required by a Wetlands Order of Conditions in order to protect significant natural resources that may be affected by the development of 34 condominium residential units on land adjacent to the premises. The CR will provide both open space and wildlife habitat protection while permitting public access for passive outdoor recreational activities.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

**Review:**

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM



**GRANTOR:** Mahoney Farms LLC  
**GRANTEE:** Town of Sudbury Conservation Commission  
**ADDRESS OF PREMISES:** Old Framingham Road,  
 Sudbury, MA  
**FOR GRANTOR'S TITLE SEE:** County Registry of  
 Deeds at Book 46346, Page 591.

### **CONSERVATION RESTRICTION**

MAHONEY FARMS LLC, a Massachusetts limited liability company with a usual place of business at 259 Turnpike Road, Suite 100, Southborough, Massachusetts 01772 being the sole owner constituting all of the owner(s), for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the TOWN OF SUDBURY, a Massachusetts municipal corporation ("Grantee"), by its Conservation Commission, in accordance with Massachusetts General Laws, Chapter 40, Section 8C, their permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in SUDBURY containing an approximately 0.68-acres portion of a 1.703-acre property ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached Plan of Land in Exhibit B, both of which are incorporated herein and attached hereto.

#### **I. PURPOSES:**

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

This Conservation Restriction is required by a Wetlands Order of Conditions issued by the Town of Sudbury's Conservation Commission (the "Order"), which Order is recorded in the Middlesex South Registry of Deeds at Book 46058 Page 393, which Order requires various actions, including this Conservation Restriction, in order to protect significant natural resources that may

be affected by the development of 34 age-restricted condominium residential units on land owned by the Grantor adjacent to the Premises.

**The conservation values include the following:**

- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of the nearby and adjacent conserved land and the protection of the Premises will enhance the open-space value of these and nearby lands.
- Protection of Wildlife Habitat. The Premises consists of 0.68 acres designated as the Wildlife Corridor, which Wildlife Corridor protects important ecological characteristics of the Premises and connects two large adjoining areas; the Boy Scouts of America Knox Trail Council's 660-acre Nobscot Reservation and the extensive Landham/Allowance Brook riparian and adjacent upland areas. The Wildlife Corridor will allow the continued passage of mammal species, in particular the known populations of fisher in the area. The Wildlife Corridor is woodland that will be enhanced with diverse coniferous and deciduous shrubs, food sources, breeding and nesting areas as well as providing safe passage between two large protected areas.
- Public Access. Public access to the Premises will be allowed for walking, cross country skiing, bird-watching, photography and other passive outdoor recreational activities.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented

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

### **A. Prohibited Acts and Uses**

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

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel,



solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (10) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

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

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

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows;

- (2) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (3) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (4) Passive Outdoor Activities. Walking, cross country skiing, bird-watching, photography and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
- (5) Trails. The marking, clearing and maintenance of existing footpaths as shown in the Baseline Report. With prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than four (4) feet;
- (6) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, and the protected conservation values;
- (7) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued;
- (8) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

### C. Notice and Approval

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



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

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

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

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

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

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

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

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

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

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

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

#### IV. ACCESS

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

The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Section II(B)(4) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(4). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

#### V. EXTINGUISHMENT

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



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

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## VI. DURATION & ASSIGNABILITY

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

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

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

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



## **VII. SUBSEQUENT TRANSFERS**

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

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

## **VIII. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **IX. NON MERGER**

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

## **X. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes

of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex County South Registry of Deeds.

## **XI. EFFECTIVE DATE**

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

## **XII. NOTICES**

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

To Grantor: Mahoney Farms LLC  
259 Turnpike Road, Suite 100  
Southborough, MA 01772

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

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

## **XIII. GENERAL PROVISIONS**

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

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.



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

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

#### **XIV. MISCELLANEOUS**

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

B. Homestead. The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Chapter 188 Section 10(e) of the Massachusetts General Laws.

C. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

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

Signature pages:

Grantor

Grantee Acceptance

Approval by Board of Selectmen

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Plan of Premises

652672.v3/SUDB/0040

Attachment22.a: CR \_1 (3238 : Conservation Restriction - Mahoney Farms Old Fram Rd.)

WITNESS my hand and seal this 7<sup>th</sup> day of March, 2019,

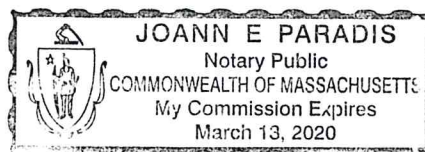
William Depietri, Manager of Mahoney Farms, LLC, duly authorized

Worcester  
Middlesex, ss:

COMMONWEALTH OF MASSACHUSETTS

On this 7<sup>th</sup> day of March, 2019, before me, the undersigned notary public, personally appeared William Depietri, and proved to me through satisfactory evidence of identification which was Driver's License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Joann E Paradis  
Notary Public Joann E Paradis  
My Commission Expires: 3-13-20



# ACCEPTANCE OF GRANT BY TOWN OF SUDBURY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Sudbury, Massachusetts, hereby certify that at a public meeting duly held on APRIL 1, 2019, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Mahoney Farms LLC pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C) and do hereby accept the foregoing Conservation Restriction.

SUDBURY CONSERVATION COMMISSION:

[Signature]

[Signature]

[Signature]

Bruce Bricepanton

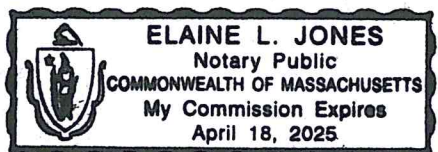
Richard Morse Richard Morse

[Signature] Charles Ruise

## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 1ST day of APRIL, 2019, before me, the undersigned notary public, personally appeared THOMAS FRIEDLANDER, and proved to me through satisfactory evidence of identification which was PERSONAL KNOWLEDGE to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Elaine L. Jones  
Notary Public  
My Commission Expires: 4/18/25

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

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Mahoney Farms LLC to the Town of Sudbury acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 2019

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

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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

Attachment22.a: CR \_1 (3238 : Conservation Restriction - Mahoney Farms Old Fram Rd.)



**EXHIBIT A**Description of the Premises

The land subject to this Conservation Restriction, herein referred to as the Premises, is a 0.68-acre portion of a 1.703-acre parcel of land located in the Town of Sudbury, Middlesex County, Commonwealth of Massachusetts, shown as "75' Wide Wildlife Corridor Easement" on a plan of land entitled "Easement Plan of Land in Sudbury, MA", dated July 26, 2005, prepared by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on October 26<sup>th</sup>, 2005 as Plan No. 1464 of 2005, a reduced copy of which is attached hereto as Exhibit B.

Street Address: Old Framingham Road

**EXHIBIT B**Reduced Copy of Plan of Premises

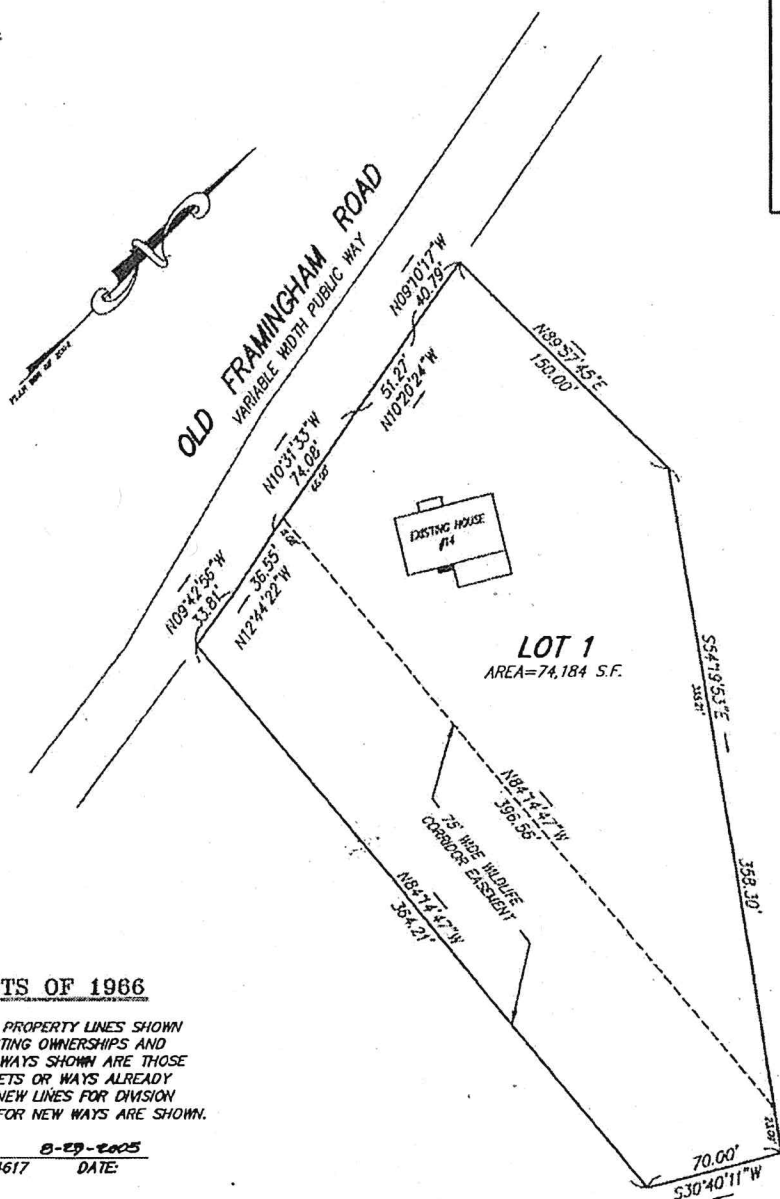
For official full size plan see Middlesex South Registry of Deeds Plan No. 1464 of 2005.

REFERENCES:  
Assessor's Map M07, LOT 03  
Deed book 13915, page 307  
Plan #889 of 2002  
Middlesex South Registry of Deeds

ZONED: SINGLE RESIDENCE A-1  
ADJACENT CONTRIBUTION ZONE #  
AREA = 60,000 ± S.F.  
FRONTAGE = 210'  
SETBACKS: FRONT = 35'  
65' FROM CENTERLINE  
SIDE = 20'  
REAR = 30'

Middlesex Registry of Deeds  
Southern District  
Cambridge, Massachusetts  
Plan No. 1464 of 2005  
Rec'd 10-26-2005  
of 10-14-34-11 A.M.

Attest  
*Lynn C. Brown*  
Register



# CHAPTER 380, ACTS OF 1966

MIDDLESEX CHAPTER 40, SECTION 81-X

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

*Bruce K. Kinsman* 8-29-2005  
BRUCE K. KINSMAN, P.L.S. 34617 DATE:

THE CERTIFICATION SHOWN HEREON IS INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJACENT PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF SUDBURY.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

*Bruce K. Kinsman* 8-29-2005  
BRUCE K. KINSMAN, P.L.S. 34617 DATE:



OWNER:  
EDWARD I. & CAROL SHULKIN  
14 Old Framingham Road  
Sudbury, MA. 01776

SULLIVAN, CONNORS  
and ASSOCIATES  
LAND SURVEYING AND  
CIVIL ENGINEERING  
121 BOSTON POST ROAD  
SUDBURY, MASSACHUSETTS 01770

DESIGNED BY: REM  
CHECKED BY:  
COMPUTED BY: REM  
FIELD SURVEY:  
DRAWN BY: REM  
SCALE: 1"=40'  
SHEET 1 OF 1.

EASEMENT PLAN OF LAND  
IN  
SUDBURY, MA.

REVISIONS  
DATE: JULY 26, 2005



## SUDBURY BOARD OF SELECTMEN

Tuesday, April 9, 2019

**CONSENT CALENDAR ITEM****23: Conservation Restriction - Mahoney Farms Nobscot Rd**REQUESTOR SECTION

Date of request:

Requestor: Conservation Coordinator Debbie Dineen

Formal Title: Vote to approve and signify approval of a Conservation Restriction granted under M.G.L. c.40 §8C by Mahoney Farms LLC for property at 30 Nobscot Rd., Sudbury, being a 3.09-acre portion of a 23.527-acre parcel of land and shown as "Easement #2 Open Space Easement", "Easement #3 Open Space and Drainage Easement", "Easement #4 Existing 'No Structure' Open Space Easement Used for Underground Utilities by Grantor", "Easement #6 Drainage Easement", and "Easement #7 Existing 'No Structure' Open Space Easement Used for Underground Utilities by Grantor", on a plan entitled "Conservation Restriction Plan of Land Mahoney Farms in Sudbury, MA", dated December 26, 2018, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on March 3, 2019 as Plan No. 171 of 2019.

Recommendations/Suggested Motion/Vote: Vote to approve and signify approval of a Conservation Restriction granted under M.G.L. c.40 §8C by Mahoney Farms LLC for property at 30 Nobscot Rd., Sudbury, being a 3.09-acre portion of a 23.527-acre parcel of land and shown as "Easement #2 Open Space Easement", "Easement #3 Open Space and Drainage Easement", "Easement #4 Existing 'No Structure' Open Space Easement Used for Underground Utilities by Grantor", "Easement #6 Drainage Easement", and "Easement #7 Existing 'No Structure' Open Space Easement Used for Underground Utilities by Grantor", on a plan entitled "Conservation Restriction Plan of Land Mahoney Farms in Sudbury, MA", dated December 26, 2018, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, said plan recorded at the Middlesex South District Registry of Deeds on March 3, 2019 as Plan No. 171 of 2019.

**Background Information:**

This Conservation Restriction (CR) is required by a Wetlands Order of Conditions in order to protect an approximately 3.09-acre portion of a 23.527-acre property. A portion of the 23+ a. property will contain 34 condominium residential units. The CR will provide open space, wildlife habitat, water quality, and wetlands protection while permitting public access for passive outdoor recreational activities.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

04/09/2019 6:45 PM

**GRANTOR:** Mahoney Farms LLC  
**GRANTEE:** Town of Sudbury Conservation Commission  
**ADDRESS OF PREMISES:** 30 Nobscot Road,  
 Sudbury, MA  
**FOR GRANTOR'S TITLE SEE:** Middlesex South  
 Registry of Deeds at Book 46347, Page 20.

### **CONSERVATION RESTRICTION**

MAHONEY FARMS LLC, a Massachusetts limited liability company with a usual place of business at 259 Turnpike Road, Suite 100, Southborough, Massachusetts 01772 being the sole owner constituting all of the owner(s), for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the TOWN OF SUDBURY, a Massachusetts municipal corporation acting by and through its Conservation Commission, in accordance with Massachusetts General Laws, Chapter 40, Section 8C, their permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Sudbury, Massachusetts, containing an approximately 3.09-acre portion of a 23.527-acre Property ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached Plan of Land in Exhibit B, both of which are incorporated herein and attached hereto.

#### **I. PURPOSES:**

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

This Conservation Restriction is required by the Order of Conditions (the "Order") issued by the Town of Sudbury's Conservation Commission and recorded in the Middlesex South Registry of Deeds at Book 46058 Page 393, which Order allows for the development of 34 age-restricted condominium residential units on 12 acres while requiring that approximately 15 acres of the site be permanently preserved substantially in their natural state, a requirement that will be achieved



through this Conservation Restriction and the conveyance of approximately 12 acres to the Town of Sudbury by a deed recorded in the Middlesex South Registry of Deeds at Book 47709 Page 154.

**The conservation values include the following:**

- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of the Town of Sudbury and the protection of the Premises will enhance the open-space value of these and nearby lands as the Premises abuts several hundred acres of other permanently conserved land.
- Wildlife Habitat. A portion of the Premises is mapped as BioMap2 Core Habitat and Critical Natural Landscape, and abuts land mapped as Priority Habitat for Rare Species as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Water Quality. A majority of the Premises is mapped as a Zone II Wellhead Protection Area by the Massachusetts Department of Environmental Protection (MassDEP), the protection of which is important for ensuring the permanent viability of the public drinking water supply.
- Wetlands. The Premises contains open water wetlands as classified by MassDEP, which wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40).
- Public Access. Public access to the Premises will be allowed for walking, cross country skiing, bird-watching, photography and other passive outdoor recreational activities.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.



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

### A. Prohibited Acts and Uses

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

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (10) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

## B. Reserved Rights and Exceptions

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

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows;
- (2) Mowing Maintenance. Periodic mowing of "Easement #4 Existing 'No Structure' Open Space Easement Used For Underground Utilities By Grantor" and "Easement #7 Existing 'No Structure' Open Space Easement Used For Underground Utilities by Grantor" shown on Exhibit B to maintain the open condition of the meadows as shown in the Baseline Report.
- (3) Easement Maintenance. The use, maintenance, repair, repaving, replacement and reconstruction of any driveway now or hereafter located in that portion of the Premises designated and shown in Exhibit B as "Easement #5 Existing 30' Wide Access & Egress Easement" recorded in the Middlesex South Registry of Deeds at Book 35415 Page 095 including, without limitation the use of said driveway to provide such access by motorized vehicles
- (4) Utility Maintenance. In the area shown as "Easement #4 Existing 'No Structure' Open Space Easement Used For Underground Utilities By Grantor" and "Easement #7 Existing 'No Structure' Open Space Easement Used For Underground Utilities by Grantor" recorded in the Middlesex South Registry of Deeds at Book 35415 Page 095 and shown on Exhibit B, the construction, installation, use, maintenance, repair, replacement, reconstruction and relocation of subsurface utilities, including, without limitation, subsurface sewage disposal systems, sewer, water, electric, gas, telephone, cable television mains, lines, pipes, conduits and appurtenances thereto, provided that any new construction, replacement, removal, or relocation of any such utilities receives the prior approval of the Grantee, and further provided that to the extent that such activities disturb the surface of the Premises, upon the completion of such activities, the surface of the Premises shall be restored to the same condition as existed prior to such activities, to the extent practicable.
- (5) Drainage Maintenance. In the area shown as "Easement #3 Open Space and Drainage Easement" and "Easement #6 Drainage Easement", the use, maintenance, repair, replacement and reconstruction of any drainage structures, facilities, or other improvements provided that to the extent that such activities disturb the surface of the Premises, upon the completion of such activities, the surface of the Premises shall be restored to the same condition as existed prior to such activities, to the extent practicable.



- (6) Wildlife Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (7) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (8) Trails. With prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than six (6) feet;
- (9) Passive Outdoor Activities. Walking, cross country skiing, bird-watching, photography and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
- (10) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, and the protected conservation values;
- (11) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (12) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

### C. Notice and Approval

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

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

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

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

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

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

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

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

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

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

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



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

#### IV. ACCESS

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

The Grantor hereby grants to the Grantee the right to install a footpath with direct access to Nobscot Road and/or Old Framingham Road

The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Section II(B)(8) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(8). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

#### V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a

different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

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

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## VI. DURATION & ASSIGNABILITY

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

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

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

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations there under, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the



General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VII. SUBSEQUENT TRANSFERS**

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

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

## **VIII. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **IX. NON MERGER**

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

## **X. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All



expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex County South Registry of Deeds.

#### **XI. EFFECTIVE DATE**

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

#### **XII. NOTICES**

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

To Grantor: Mahoney Farms LLC  
259 Turnpike Road, Suite 100  
Southborough, MA 01772

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

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

#### **XIII. GENERAL PROVISIONS**

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

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

#### **XIV. MISCELLANEOUS**

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

B. Homestead.

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Chapter 188 Section 10(e) of the Massachusetts General Laws.

C. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

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

Signature pages:

Grantor

Grantee Acceptance

Approval by Board of Selectmen

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Plan of Premises

652667.v3/SUDB/0040

WITNESS my hand and seal this 7<sup>th</sup> day of March, 2019,

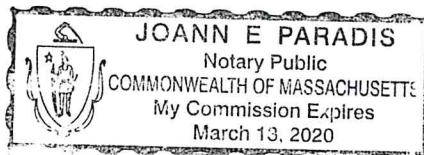
William Depietri, its Manager, duly authorized

Worcester  
Middlesex, ss:

COMMONWEALTH OF MASSACHUSETTS

On this 7<sup>th</sup> day of March, 2019, before me, the undersigned notary public, personally appeared William Depietri, and proved to me through satisfactory evidence of identification which was Driver's License to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Joann E Paradis  
Notary Public Joann E Paradis  
My Commission Expires: 3-13-20





# ACCEPTANCE OF GRANT BY TOWN OF SUDBURY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Sudbury, Massachusetts, hereby certify that at a public meeting duly held on APRIL 1, 2019, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Mahoney Farms LLC pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C) and do hereby accept the foregoing Conservation Restriction.

SUDBURY CONSERVATION COMMISSION:

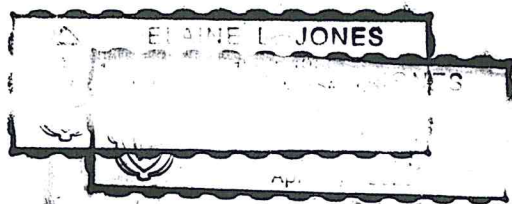
[Signature]  
[Signature]  
[Signature] MARK SEVER

[Signature] BRUCE PORTER  
[Signature] Richard Morse  
[Signature] Charles Russo

## COMMONWEALTH OF MASSACHUSETTS

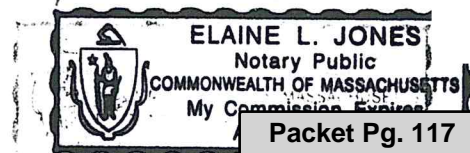
Middlesex, ss:

On this 1<sup>ST</sup> day of APRIL, 2019, before me, the undersigned notary public, personally appeared THOMAS FRIEDLANDER, and proved to me through satisfactory evidence of identification which was PERSONAL KNOWLEDGE to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



[Signature]  
 Notary Public

My Commission Expires: 4/18/25





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

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Mahoney Farms LLC to the Town of Sudbury acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 2019

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

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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

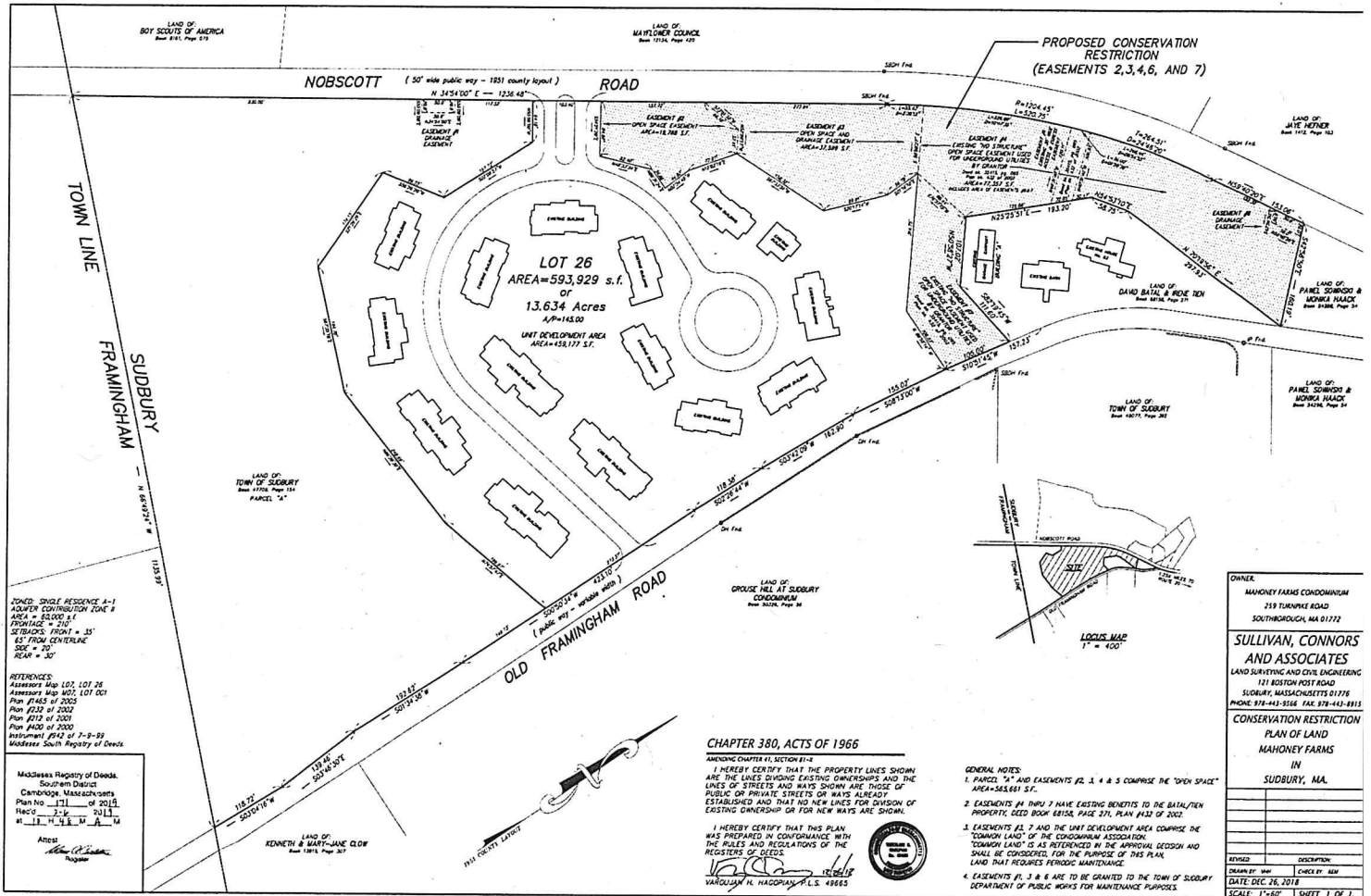
**EXHIBIT A**Description of the Premises

The Premises subject to this Conservation Restriction is shown as “Easement #2 Open Space Easement”, “Easement #3 Open Space and Drainage Easement”, “Easement #4 Existing ‘No Structure’ Open Space Easement Used for Underground Utilities by Grantor”, “Easement #6 Drainage Easement” and “Easement #7 Existing ‘No Structure’ Open Space Easement Used for Underground Utilities by Grantor” on the land located in the Town of Sudbury, Middlesex County, Commonwealth of Massachusetts, containing a total of 3.09 acres more or less, shown on a plan of land entitled “Conservation Restriction Plan of Land Mahoney Farms in Sudbury, MA.”, dated December 26, 2018 prepared by Sullivan, Connors and Associates, Land Surveying and Civil Engineering, said plan recorded herewith at the Middlesex South District Registry of Deeds on March 3<sup>rd</sup>, 2019 as Plan No. 171 of 2019, a reduced copy of which is attached hereto as Exhibit B.

Street Address: 30 Nobscot Road, Sudbury, MA

**EXHIBIT B – Reduced Copy of Plan of the Premises**

For official full size plan see Middlesex South Registry of Deeds Plan No. 171 of 2019.



171 of 2019