

SUDBURY SELECT BOARD  
TUESDAY JANUARY 26, 2021  
6:30 PM, ZOOM

Item #	Time	Action	Item
	6:30 PM		CALL TO ORDER
<b>EXECUTIVE SESSION</b>			
1.		<i>VOTE</i>	Enter executive session to possibly review and release approved executive session meeting minutes, pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).
2.		<i>VOTE</i>	Vote to close Executive Session and resume Open Session
	7:00 PM		Opening remarks by Chair
			Reports from Town Manager
			Reports from Select Board
			Citizen's comments on items not on agenda
<b>MISCELLANEOUS</b>			
3.	7:15 PM	<i>VOTE</i>	Discussion and vote whether to grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Monday, April 19, 2021, 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.
4.	7:30 PM	<i>VOTE</i>	Motion: That the Select Board vote to authorize the conveyance of the real property located off Raymond Road shown on Assessor's Map L08, Parcel 0010 consisting of approximately 8.86 acres to the Sudbury Water District as authorized by Town Meeting pursuant to Article 27 of the May 6, 2019 Annual Town Meeting, and that the Chair be authorized to execute any and all documents as may be necessary or convenient in order to consummate the conveyance.
5.		<i>VOTE</i>	Motion: That the Select Board vote to decline an offer from the Sudbury Water District dated January 26, 2021 made pursuant to G.L. c. 40 s. 15B (a copy of which is on file with the Board and attached hereto) offering to convey to the Town the land shown as

*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>
			Parcel A on a plan entitled “Plan of Land 16 North Road in Sudbury, Mass”, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, 121 Boston Post Road Sudbury, Massachusetts 01776 dated January 12, 2021, Scale 1”=100’, said plan to be recorded at Middlesex South Registry of Deeds.
6.	7:40 PM	<i>VOTE</i>	Motion: That the Select Board vote to authorize the conveyance of the real property known as the “Melone property” located off North Road consisting of approximately 36.7 acres to Quarry North Road, LLC pursuant to the Land Disposition and Development Agreement dated February 28, 2019, and as authorized by Town Meeting pursuant to Article 4 of the December 11, 2018 Special Town Meeting, said land being shown as a portion of Lot 3 on a plan entitled “Plan of Land #0, #16, #36 North Road, Sudbury, MA in Sudbury, Mass,” by Sullivan, Connors and Associates Land Surveying and Civil Engineering, 121 Boston Post Road Sudbury, Massachusetts 01776 dated January 15, 2021, Scale 1”=100’ said plan to be recorded at Middlesex South Registry of Deeds, and also described as being a portion of Lot 1 shown on a plan entitled “Land in Sudbury & Concord Mass Surveyed for Joseph & Maria Melone Trust”, Scale 1”=100’, October, 1982 Charles A. Perkins Co. Inc. Civil Engineers & Surveyors 444 High St-Clinton, Mass 01510, which plan is recorded at Middlesex South Registry of Deeds as Plan No. 321 of 1992 in Bk 21995, Page 172, and that the Chair be authorized to execute any and all documents, including deeds, as may be necessary or convenient in order to consummate the conveyance.
7.		<i>VOTE</i>	Motion: That the Select Board vote to authorize the Town Manager to grant and execute a License and Right of Entry Agreement on the real property known as the “Melone property” located off North Road consisting of approximately 36.7 acres to Quarry North Road, LLC for purposes of conducting due diligence and erecting structures on the land.
8.	7:50 PM	<i>VOTE</i>	Motion: That the Select Board vote to authorize the acquisition of the real property known as the Town Center land, also known as the Sudbury Station land, consisting of approximately 39.92 acres and easements appurtenant thereto from Quarry North Road, LLC pursuant to the Land Disposition and Development Agreement dated February 28, 2019, and as authorized by Town Meeting pursuant to Article 6 of the December 11, 2018 Special Town Meeting, and that the Chair be authorized to execute any and all documents as may be necessary or convenient in order to consummate the acquisition.
9.	8:00 PM		Chief John Whalen to discuss Fire Station ATM 2021 article
10.	8:30 PM		Review and discussion of audited Sewataro financials
11.	9:00 PM		Discussion of how the Select Board wants to handle appointments and re-appointments on the Permanent Building Committee (PBC).
12.	9:15 PM	<i>VOTE</i>	For the Select Board to vote to intend to layout the following way at a public hearing on April 6, 2021 at 7:00 PM: Anthony Drive from

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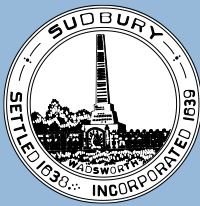
<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
			North Road/Route 117 to a dead end, a distance of 613 feet +/-; and further to refer the proposed layout to the Planning Board for its report prior to the April 6, 2021 hearing, and to place this item on the May 3, 2021 Annual Town Meeting Warrant.
13.	9:30 PM	<i>VOTE</i>	(1) Authorize the Town Manager to act as the perpetual Sudbury representative in the Marlborough-Sudbury Regional Veterans' District. (2) Also vote to authorize the Town Manager to enter an InterMunicipal Agreement for a period beginning July 1, 2020 and ending June 30, 2021, with appropriate extensions and as legally reviewed.
14.	9:45 PM	<i>VOTE</i>	Discussion and vote for the weekend desired and secondary dates for 2021 Annual Town Meeting at LSRHS.
15.	10:00	<i>VOTE</i>	Discuss and possible vote to approve proposed 2021 Board of Selectmen Newsletter Schedule of Deadlines.
16.	10:10		Discuss topics to be assigned for the Winter 2021 Board of Selectmen Newsletter.
17.	10:20	<i>VOTE</i>	Review open session minutes of 12/8/20 and 1/5/21, and possibly vote to approve minutes.
18.			Citizen's Comments (cont)
19.			Upcoming Agenda Items
<b>CONSENT CALENDAR</b>			
20.		<i>VOTE / SIGN</i>	Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM" granted by Herb Chambers 83 Boston Post Road, LLC for stormwater system maintenance purposes upon the property at 83 Boston Post Road.
21.		<i>VOTE / SIGN</i>	Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM" granted by Portside Realty Trust for stormwater system maintenance purposes upon the property at 58 Carriage Way.
22.		<i>VOTE</i>	Vote to approve an award of a two-year contract to Girard & Associates, LLC by the Town Manager as a sole source procurement for services to be provided for the Fire Department's Advanced Life Support Program involving quality assurance/quality control, in the amount of \$17,800 per year.
23.		<i>VOTE</i>	Vote to approve execution by the Town Manager of the Temporary Construction Easement between the Town of Sudbury and Alta

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<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
			River's Edge, LLC for a 70' wide portion of Town-owned property located at 484 Boston Post Road, shown on a plan entitled "License Area Exhibit – 484 Boston Post Road, Wayland, MA", dated December 22, 2020, prepared by Allen & Majors Associates, Inc.
24.		<i>VOTE</i>	To approve action by the Town Manager to execute the Budgetary Scope of Work ITC68 set forth by Comm-Tract Corp. to design, engineer, provide and install the Phase 2, South Ring Backbone addition to the Town's Fiber Optic Municipal Area Network; and to execute any documents relative thereto.

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SUDBURY SELECT BOARD

Tuesday, January 26, 2021

**EXECUTIVE SESSION**

**1: Exec Session to review minutes**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Enter executive session to possibly review and release approved executive session meeting minutes, pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).

Recommendations/Suggested Motion/Vote: Enter executive session to possibly review and release approved executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).

Background Information:

Attached approved executive minutes of 12/1/20, 12/15/20. Vote to possibly release. Attached draft minutes of 1/12/21 to review and possibly release.

Financial impact expected:

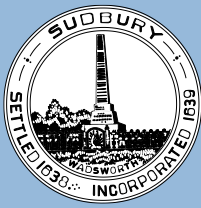
Approximate agenda time requested: 60 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**EXECUTIVE SESSION**

**2: Close Executive Session and resume Open**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

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

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

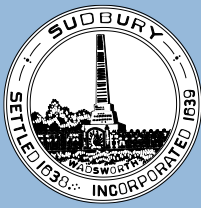
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Select Board	Pending

01/26/2021 6:30 PM



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**CONSENT CALENDAR ITEM**

**3: Patriot's Day Parade 2021**

REQUESTOR SECTION

Date of request:

Requestor: Tim Tonner, Sudbury Companies of Militia and Minute

Formal Title: Discussion and vote whether to grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Monday, April 19, 2021, 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: Discussion and vote whether to grant a Special Permit to the Sudbury Companies of Minute and Militia, to hold the annual Parade to Commemorate Patriot's Day on Monday, April 19, 2021, 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:

Attached

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Leila S. Frank	Pending
Patty Golden	Pending
Daniel E Carty	Pending
Janie Dretler	Pending
Select Board	Pending

01/26/2021 6:30 PM

**From:** Tim Tonner  
**Sent:** Monday, January 4, 2021 3:31 PM

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

**Re: March to the Old North Bridge on April 19, 2021**

Dear Members of the Board of Selectmen:

On behalf of the Sudbury Companies of Militia and Minute, I am writing to request permission to conduct our annual parade to commemorate Patriot's Day. As has been the tradition, we will march on April 19<sup>th</sup> from Sudbury Center to the Old North Bridge.

Our route will follow the same path as last year starting in Sudbury Center at 6:15 am.

We have contacted the Sudbury Police Department to request a patrol car to escort us from Sudbury Town Center to the Concord town line.

Please note that our Company has been, and will continue to be, 100% compliant with all safety requirements, as ordered by the Governor.

We sincerely appreciate your help. Should you have any comments or questions, please do not hesitate to contact me at our address:  
 Sudbury Companies of Militia and Minute  
 PO Box 187 Sudbury MA 01776

or via my personal contact information below.

Your Humble and Obedient Servant,  
 Tim Tonner  
 Route Committee  
 mobile:  
 email:

**From:** Tim Tonner  
**Sent:** Sunday, January 10, 2021 1:04 PM

Greetings Leila,

Enclosed please find the requested certificate of liability insurance for our 2021 march.

Regarding other requested information, we expect to field 20-25 patriots, with no changes to the aforementioned map route and route list with time table that you currently have on file.

Best regards,  
 Tim Tonner

## ***SUDBURY COMPANIES OF MILITIA & MINUTE***

### ***March to the Old North Bridge on April 19, 2020***

#### ***Route and Timetable***

##### ***East Sudbury / Wayland***

04:30 AM Assembly of Troops at ye First Parish Church, Wayland  
 05:00 AM Depart First Parish Church  
 05:05 AM Grout-Heard House – Fire Salute  
 05:10 AM Continue March North on Old Sudbury Rd.  
 05:25 AM Wayland North Cemetery/First Town Center (1630) – Fire Salute  
 05:30 AM Depart by carriage and coach to Sudbury Center

##### ***Sudbury***

05:30 AM Sudbury Town Hall: Assembly of Troops & Music  
 06:15 AM Combined forces begin March on Concord  
 06:20 AM Olde Town Cemetery – Fire Salute  
 06:25 AM Proceed along Concord Rd. to Pantry Rd.  
 07:00 AM North Cemetery – Fire Salute  
 07:05 AM Continue on Pantry Rd. towards Old Dakin Rd.

##### ***Concord***

07:30 AM Concord Line – Becomes Old Picard Rd. – Fire LAST salute till ONB  
 08:00 AM Concord Middle School – refreshment stop  
 08:30 AM Proceed on Marlboro Rd., left onto Old Bridge Rd.<sup>1</sup>  
 09:00 AM Left onto Main St., bare right onto Commonwealth Ave.  
 09:30 AM Cross Rt. 2 at Rotary (w/ MA SP escort), continue onto Barrett’s Mill Rd.  
 10:00 AM Proceed to Honorable Col. Barrett’s home – refreshment stop  
 10:30 AM Proceed on to Buttrick Mansion

##### ***Old North Bridge***

11:00 AM Arrive at the North Bridge Visitor Center  
 11:15 AM Inspection of Muskets by the NHP Park Ranger  
 11:30 AM Ceremonies on North Bridge Honoring the Brave Souls of our Ancestors

##### ***Wayside Inn***

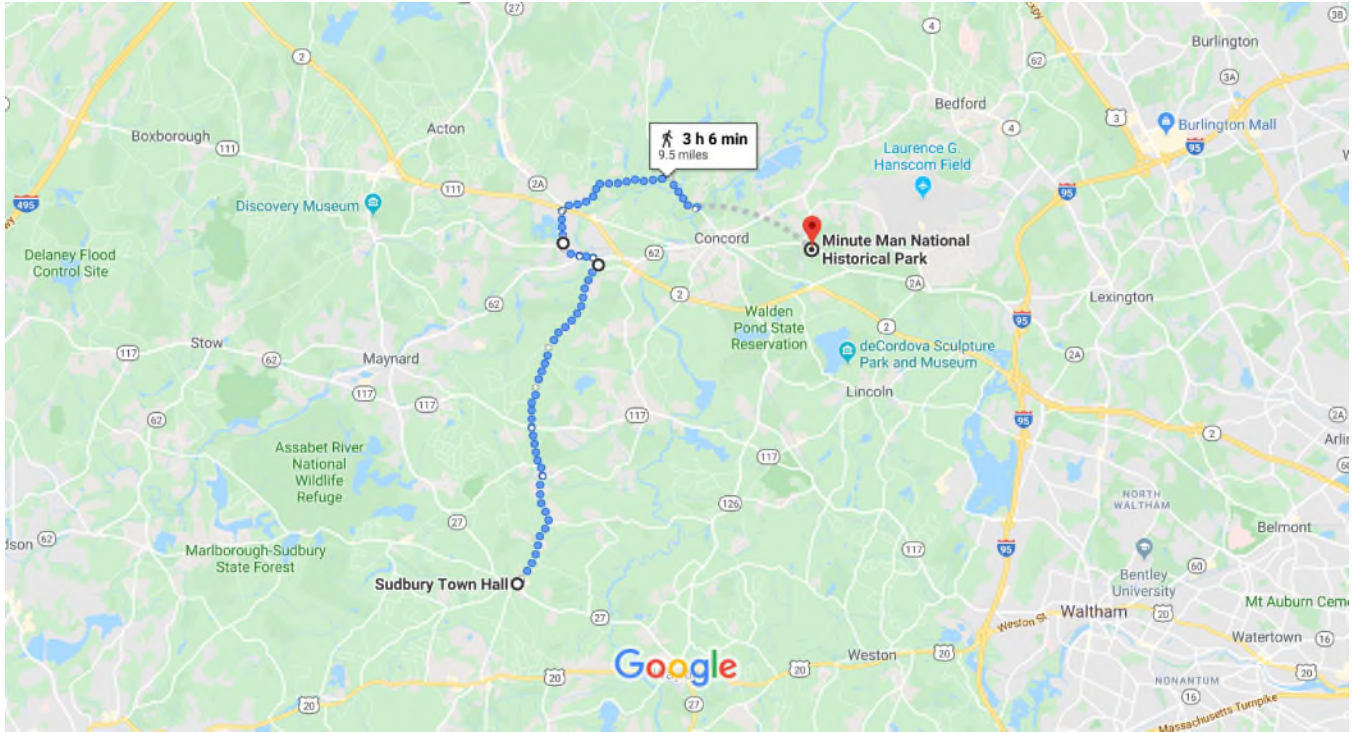
12:00 Noon Return to the Wayside Inn for Flag Ceremony & refreshment  
 12:30 PM Flag Changing Ceremony over the Front Door of the Wayside Inn  
 12:45 PM Lunch on the Terrace at the Wayside Inn

<sup>1</sup> Alternatively, we may enter the Bruce Freeman Bike Trail at Williams Rd. and, after one mile, exit onto Main St.



### Sudbury Town Hall to Minute Man National Historical Park

Walk 9.5 miles, 3 h 6 min



Map data ©2019 2 mi

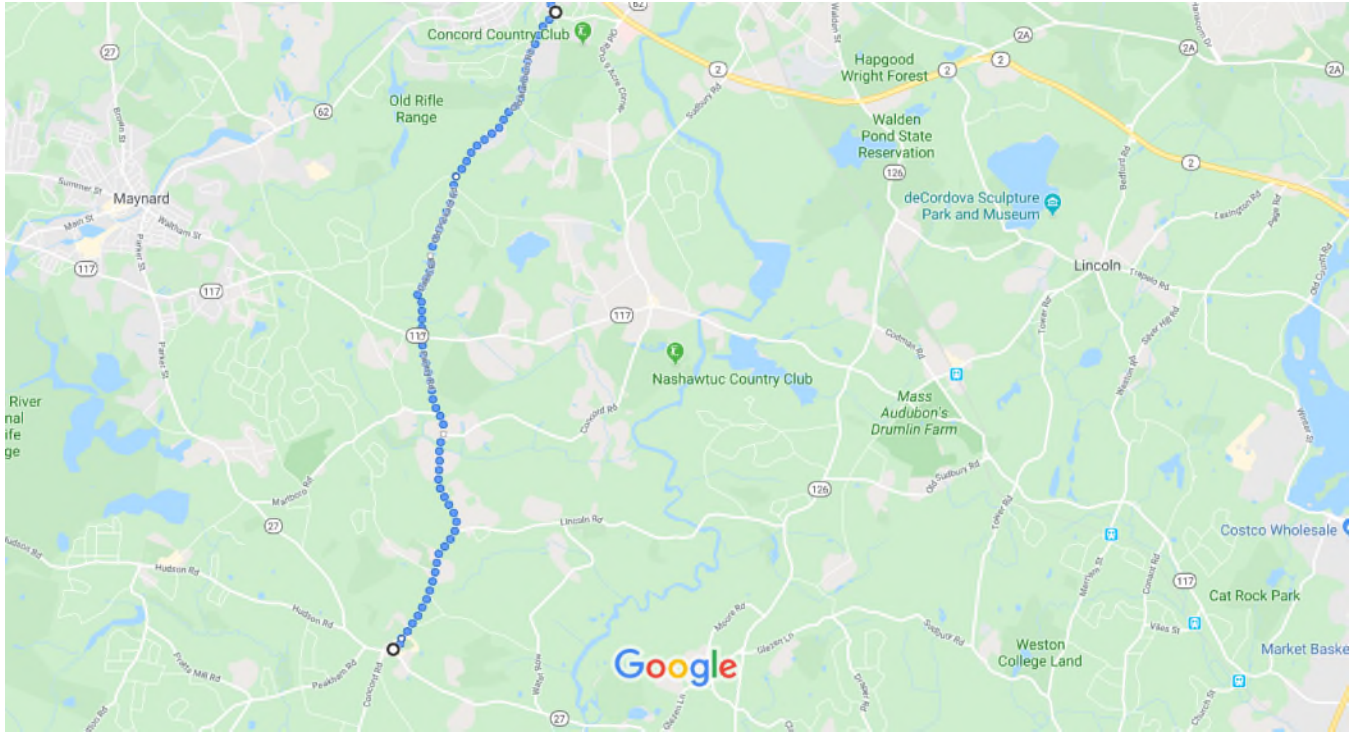
Attachment3.a: Patriots Day Parade Request 2021\_BOS (4339 : Patriot's Day Parade 2021)





### Sudbury Town Hall to Minute Man National Historical Park

Walk 9.5 miles, 3 h 6 min



Map data ©2019 1 mi

Attachment3.a: Patriots Day Parade Request 2021\_BOS (4339 : Patriot's Day Parade 2021)

# 2021 Patriot's Day Parade

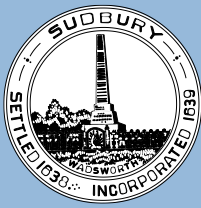
## Monday, April 19, 2021

### Department Feedback

Department	Staff	Approve/Deny	Comments
Fire Department	Asst Chief Choate	Approved	FD has no issues.
Health Department	Bill Murphy		<p>Governor's Orders #59 and #60 would probably prevent something like this if the event was held today but the Orders expire on January 24<sup>th</sup> (they may get extended). Very difficult to approve an April event without knowing guidelines. Currently max outdoor gathering is 25.</p> <p>How many marchers? Will there be spectators? Will instruments be played? Spacing?</p> <p>Again hard to "approve".</p>
<i>Response to Health Department</i>	<i>Tim Tonner, Applicant</i>		<p><i>It is our intention to field 20-25 patriots for the April march, which may include a few fifers and drummers.</i></p> <p><i>As for spectators, all I can say is that we assemble 20-25 patriots in front of Sudbury Town Hall---and then march to North Bridge in Concord. We don't come with spectators in tow...</i></p> <p><i>But I would add that from my experience, it is at North Bridge where we might see some curious history buffs. Not so much en route.</i></p> <p><i>As for spacing, again, we have every intention to abide by any and all of the prevailing Massachusetts rules and regulations related to the pandemic, inclusive of fully embracing the Governor's safety recommendations, for the duration of our event.</i></p>



Highway Department	Dan Nason	Approved	The Public Works Department does not have an issue with this proposal assuming there is no need for resources (barricades, barrels, cones, vehicles, personnel, etc.) from us.
Park & Recreation	Dennis Mannone	Approved	No issues thanks.
Police Department	Chief Nix	Approved	COVID protocols aside, participants have been respectful during events the past number of years with no issues. We provide a cruiser for safety as noted.



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**4: Disposition of Property to Sudbury Water District**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Motion: That the Select Board vote to authorize the conveyance of the real property located off Raymond Road shown on Assessor’s Map L08, Parcel 0010 consisting of approximately 8.86 acres to the Sudbury Water District as authorized by Town Meeting pursuant to Article 27 of the May 6, 2019 Annual Town Meeting, and that the Chair be authorized to execute any and all documents as may be necessary or convenient in order to consummate the conveyance.

Recommendations/Suggested Motion/Vote: Motion: That the Select Board vote to authorize the conveyance of the real property located off Raymond Road shown on Assessor’s Map L08, Parcel 0010 consisting of approximately 8.86 acres to the Sudbury Water District as authorized by Town Meeting pursuant to Article 27 of the May 6, 2019 Annual Town Meeting, and that the Chair be authorized to execute any and all documents as may be necessary or convenient in order to consummate the conveyance.

Background Information:

Financial impact expected:

Approximate agenda time requested: 10 minutes

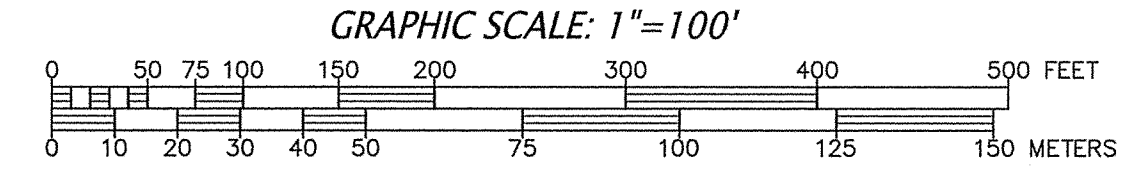
Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM



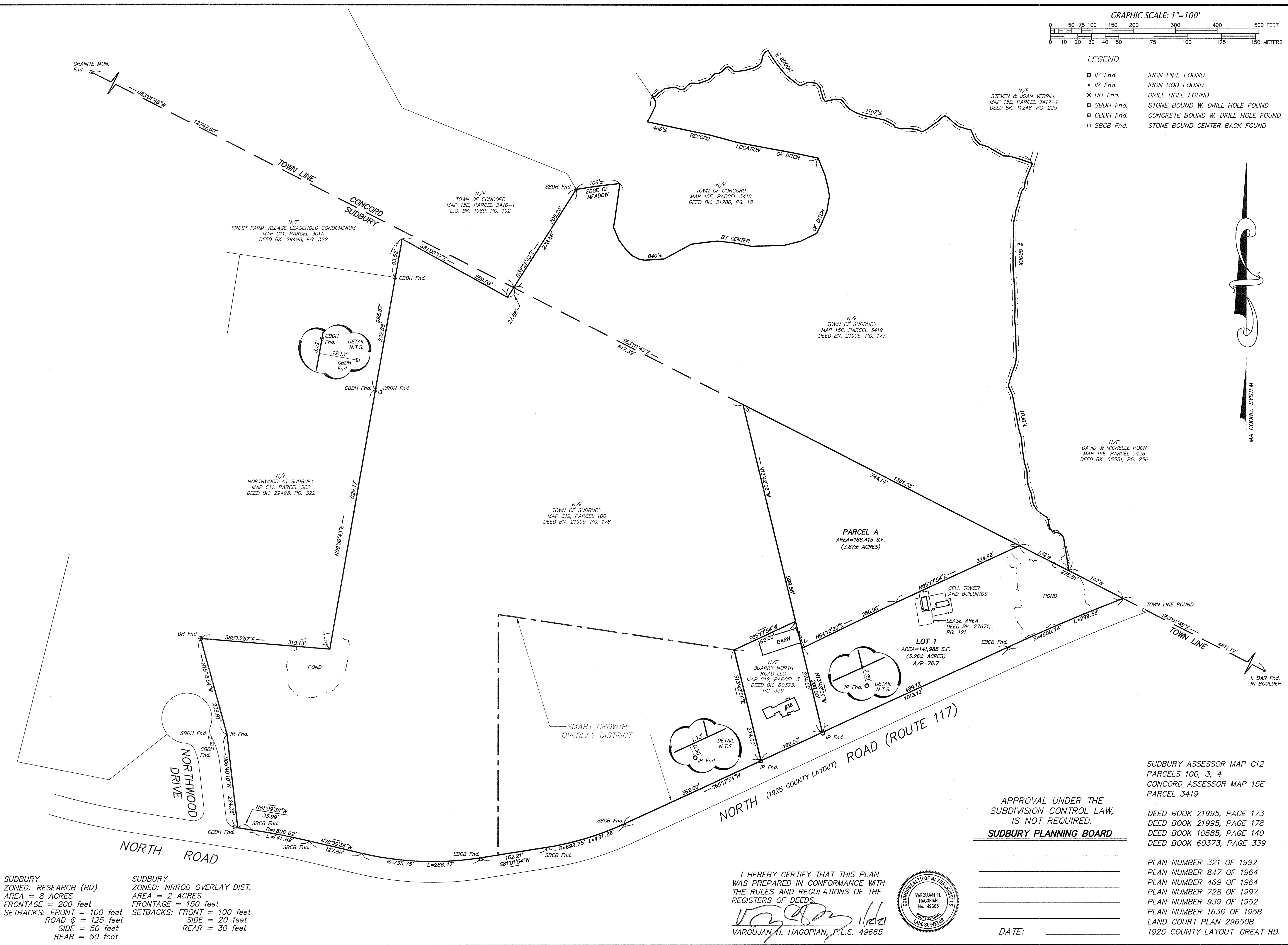


LEGEND

- IP Fnd. IRON PIPE FOUND
- IR Fnd. IRON ROD FOUND
- DH Fnd. DRILL HOLE FOUND
- SBDH Fnd. STONE BOUND W. DRILL HOLE FOUND
- CBDH Fnd. CONCRETE BOUND W. DRILL HOLE FOUND
- SBCB Fnd. STONE BOUND CENTER BACK FOUND

N/F STEVEN & JOAN VERRILL  
MAP 15E, PARCEL 3417-1  
DEED BK. 11246, PG. 225

- GENERAL NOTES:
- OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF SUDBURY AND TOWN OF CONCORD ASSESSORS RECORDS.
  - THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY BY CONNORSTONE ENGINEERING INC. PERFORMED IN OCTOBER 2018, AND APRIL 2019.
  - PERENNIAL STREAM LOCATIONS ARE PLOTTED FROM AERIAL PHOTOGRAMMETRY PROVIDED BY BLUESKY GEOSPATIAL.
  - STREAM LOCATION IN POND HAS BEEN PLOTTED BASED ON A SKETCH PLAN PROVIDED BY LEC ENVIRONMENTAL CONSULTANTS INC. AND SHOULD BE CONSIDERED APPROXIMATE.
  - A PORTION OF THE LOCUS SHOWN HEREON IS LOCATED WITHIN THE 100 YEAR FEDERAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE TOWN OF SUDBURY, MAP NUMBER 2501700367F, DATED JULY 7, 2014.
  - PARCEL A IS NOT TO BE CONSIDERED AN INDIVIDUAL BUILDING LOT.
  - ENDORSEMENT OF THE PLANNING BOARD SHOULD NOT BE CONSTRUED TO BE A DETERMINATION OF CONFORMANCE WITH ZONING REGULATIONS.
  - THE SUDBURY WATER DISTRICT PARCEL SHOWN HEREON IS SUBJECT TO A VARIANCE GRANTED BY THE TOWN OF SUDBURY ZONING BOARD OF APPEALS DATED NOVEMBER 25, 2020, CASE #20-31A.



OWNERS:  
THE SUDBURY WATER DISTRICT  
MAP C12, PARCEL 4  
16 NORTH STREET, SUDBURY

**SULLIVAN, CONNORS AND ASSOCIATES**  
LAND SURVEYING AND CIVIL ENGINEERING  
121 BOSTON POST ROAD  
SUDBURY, MASSACHUSETTS 01776  
PHONE: 978-443-9566 FAX: 978-443-8915

PLAN OF LAND  
OF  
16 NORTH STREET  
IN  
SUDBURY, MASS.

SUDBURY ASSESSOR MAP C12  
PARCELS 100, 3, 4  
CONCORD ASSESSOR MAP 15E  
PARCEL 3419

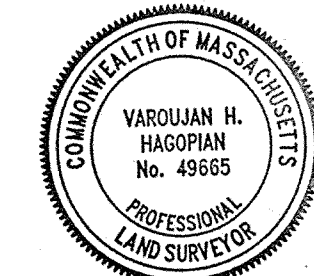
DEED BOOK 21995, PAGE 173  
DEED BOOK 21995, PAGE 178  
DEED BOOK 10585, PAGE 140  
DEED BOOK 60373, PAGE 339

PLAN NUMBER 321 OF 1992  
PLAN NUMBER 847 OF 1964  
PLAN NUMBER 469 OF 1964  
PLAN NUMBER 728 OF 1997  
PLAN NUMBER 939 OF 1952  
PLAN NUMBER 1636 OF 1958  
LAND COURT PLAN 29650B  
1925 COUNTY LAYOUT-GREAT RD.

APPROVAL UNDER THE  
SUBDIVISION CONTROL LAW,  
IS NOT REQUIRED.  
**SUDBURY PLANNING BOARD**

DATE: \_\_\_\_\_

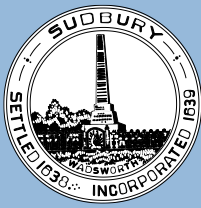
I HEREBY CERTIFY THAT THIS PLAN  
WAS PREPARED IN CONFORMANCE WITH  
THE RULES AND REGULATIONS OF THE  
REGISTERS OF DEEDS.  
*[Signature]*  
VAROUJAN H. HAGOPIAN, P.L.S. 49665



SUDBURY ZONED: RESEARCH (RD)  
AREA = 8 ACRES  
FRONTAGE = 200 feet  
SETBACKS: FRONT = 100 feet  
ROAD C = 125 feet  
SIDE = 50 feet  
REAR = 50 feet

SUDBURY ZONED: NRRD OVERLAY DIST.  
AREA = 2 ACRES  
FRONTAGE = 150 feet  
SETBACKS: FRONT = 100 feet  
SIDE = 20 feet  
REAR = 30 feet





SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**5: Decline offer of Land From SWD pursuant to G.L. c 40 S15B**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Motion: That the Select Board vote to decline an offer from the Sudbury Water District dated January 26, 2021 made pursuant to G.L. c. 40 s. 15B (a copy of which is on file with the Board and attached hereto) offering to convey to the Town the land shown as Parcel A on a plan entitled “Plan of Land 16 North Road in Sudbury, Mass”, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, 121 Boston Post Road Sudbury, Massachusetts 01776 dated January 12, 2021, Scale 1”=100’, said plan to be recorded at Middlesex South Registry of Deeds.

Recommendations/Suggested Motion/Vote: Motion: That the Select Board vote to decline an offer from the Sudbury Water District dated January 26, 2021 made pursuant to G.L. c. 40 s. 15B (a copy of which is on file with the Board and attached hereto) offering to convey to the Town the land shown as Parcel A on a plan entitled “Plan of Land 16 North Road in Sudbury, Mass”, by Sullivan, Connors and Associates Land Surveying and Civil Engineering, 121 Boston Post Road Sudbury, Massachusetts 01776 dated January 12, 2021, Scale 1”=100’, said plan to be recorded at Middlesex South Registry of Deeds.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM

CERTIFICATE OF VOTE OF THE BOARD OF COMMISSIONERS OF THE SUDBURY WATER DISTRICT

This is to certify that at a duly called public meeting of the Board of Commissioners of the Sudbury Water District on January 26, 2021, the Board voted as follows with respect to that certain parcel of land containing 3.7 acres, more or less, located at 16 North Road in Sudbury Massachusetts, being a portion of Parcel C12-0004 and approximately shown on the sketch plan attached hereto as Exhibit A (the "Property"):

VOTED: To issue the offer to convey the Property to the Board of Selectmen of the Town of Sudbury in the form presented at the January 26, 2021 meeting of the Board (the "Offer"), in accordance with M.G.L. c. 40 sec. 15B; and

VOTED: To authorize the Executive Director of the Water District to execute and deliver the Offer to the Board of Selectmen, and to take all actions on behalf of the Water District that are reasonably necessary, in the judgment of the Executive Director, to satisfy the requirements of M.G.L. c. 40 sec. 15B for the conveyance of the Property

\_\_\_\_\_  
Susan O'Connor  
District Clerk  
[DATE]

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me, the undersigned notary public, personally appeared Susan O'Connor, District Clerk of the Sudbury Water District, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as District Clerk of the Sudbury Water District.

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

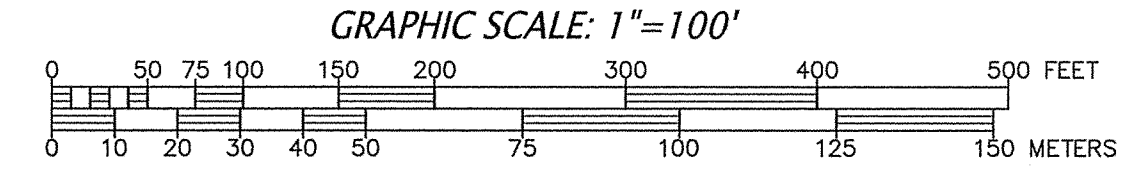
Attachment5.a: Water District Certificate of Vote - Offer to BOS(1198197.1) (4358 : Decline offer of Land From SWD pursuant to G.L. c 40 S15B)

EXHIBIT A

Sketch Plan of Property

[See Attached]



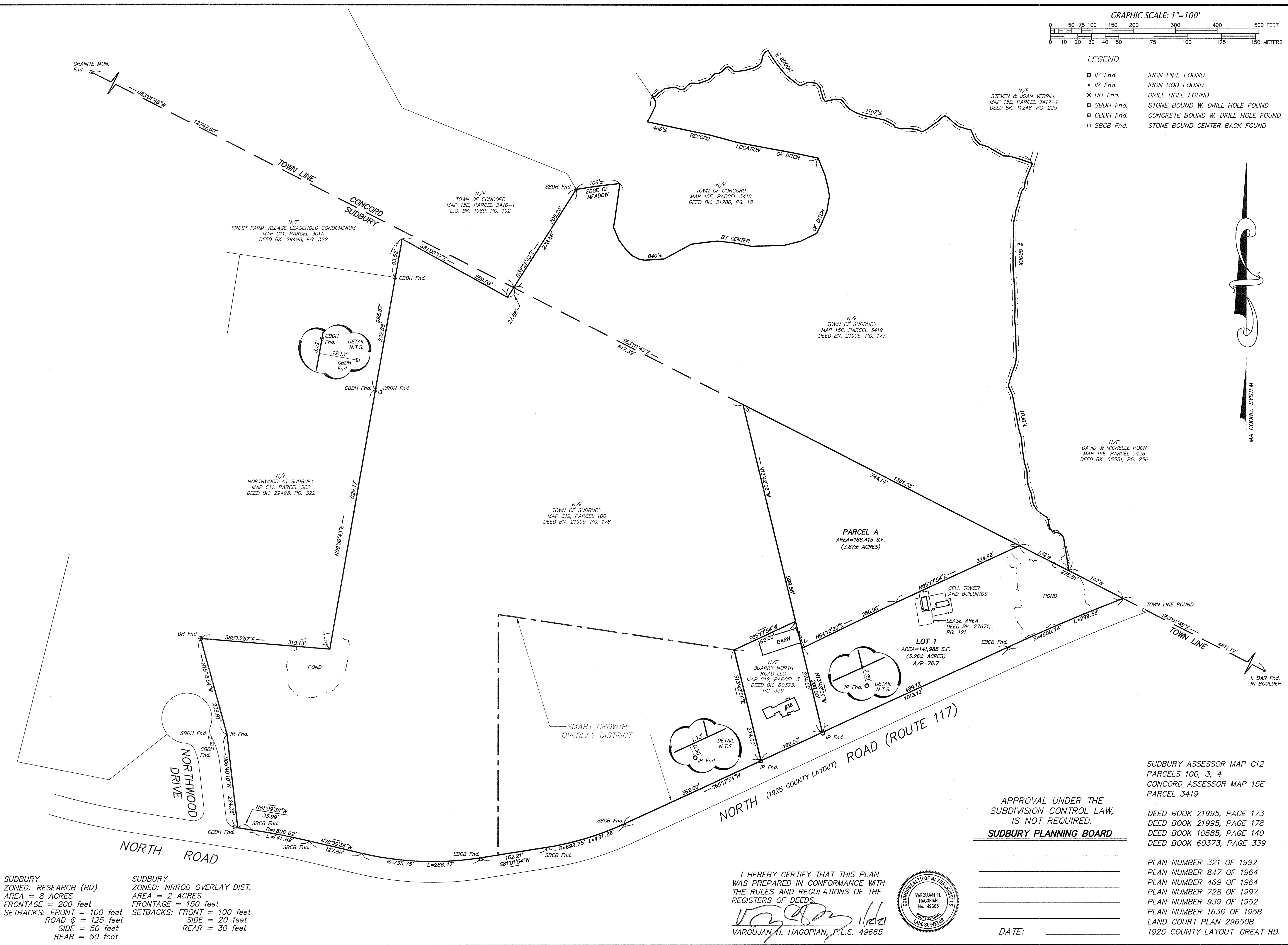


LEGEND

- IP Fnd. IRON PIPE FOUND
- IR Fnd. IRON ROD FOUND
- DH Fnd. DRILL HOLE FOUND
- SBDH Fnd. STONE BOUND W. DRILL HOLE FOUND
- CBDH Fnd. CONCRETE BOUND W. DRILL HOLE FOUND
- SBCB Fnd. STONE BOUND CENTER BACK FOUND

GENERAL NOTES:

1. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF SUDBURY AND TOWN OF CONCORD ASSESSORS RECORDS.
2. THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY BY CONNORSTONE ENGINEERING INC. PERFORMED IN OCTOBER 2018, AND APRIL 2019.
3. PERENNIAL STREAM LOCATIONS ARE PLOTTED FROM AERIAL PHOTOGRAMMETRY PROVIDED BY BLUESKY GEOSPATIAL.
4. STREAM LOCATION IN POND HAS BEEN PLOTTED FROM A SKETCH PLAN PROVIDED BY LEC ENVIRONMENTAL CONSULTANTS INC. AND SHOULD BE CONSIDERED APPROXIMATE.
5. A PORTION OF THE LOCUS SHOWN HEREON IS LOCATED WITHIN THE 100 YEAR FEDERAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE TOWN OF SUDBURY, MAP NUMBER 2501700367F, DATED JULY 7, 2014.
6. PARCEL A IS NOT TO BE CONSIDERED AN INDIVIDUAL BUILDING LOT.
7. ENDORSEMENT OF THE PLANNING BOARD SHOULD NOT BE CONSTRUED TO BE A DETERMINATION OF CONFORMANCE WITH ZONING REGULATIONS.
8. THE SUDBURY WATER DISTRICT PARCEL SHOWN HEREON IS SUBJECT TO A VARIANCE GRANTED BY THE TOWN OF SUDBURY ZONING BOARD OF APPEALS DATED NOVEMBER 25, 2020, CASE #20-31A.



OWNERS:  
 THE SUDBURY WATER DISTRICT  
 MAP C12, PARCEL 4  
 16 NORTH STREET, SUDBURY

**SULLIVAN, CONNORS AND ASSOCIATES**  
 LAND SURVEYING AND CIVIL ENGINEERING  
 121 BOSTON POST ROAD  
 SUDBURY, MASSACHUSETTS 01776  
 PHONE: 978-443-9566 FAX: 978-443-8915

PLAN OF LAND  
 OF  
 16 NORTH STREET  
 IN  
 SUDBURY, MASS.

SUDBURY ASSESSOR MAP C12  
 PARCELS 100, 3, 4  
 CONCORD ASSESSOR MAP 15E  
 PARCEL 3419

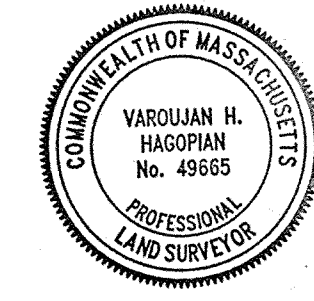
DEED BOOK 21995, PAGE 173  
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 PLAN NUMBER 1636 OF 1958  
 LAND COURT PLAN 29650B  
 1925 COUNTY LAYOUT-GREAT RD.

APPROVAL UNDER THE  
 SUBDIVISION CONTROL LAW,  
 IS NOT REQUIRED.  
**SUDBURY PLANNING BOARD**

DATE: \_\_\_\_\_

I HEREBY CERTIFY THAT THIS PLAN  
 WAS PREPARED IN CONFORMANCE WITH  
 THE RULES AND REGULATIONS OF THE  
 REGISTERS OF DEEDS.  
 VAROUJAN H. HAGOPIAN, P.L.S. 49665



SUDBURY ZONED: RESEARCH (RD)  
 AREA = 8 ACRES  
 FRONTAGE = 200 feet  
 SETBACKS: FRONT = 100 feet  
 ROAD C = 125 feet  
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 REAR = 50 feet

SUDBURY ZONED: NRROD OVERLAY DIST.  
 AREA = 2 ACRES  
 FRONTAGE = 150 feet  
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*Town of Sudbury*

## FORM A

APPLICATION FOR ENDORSEMENT OF PLAN  
BELIEVED NOT TO REQUIRE SUBDIVISION APPROVAL (ANR)

1. Date filed: January 12, 2021
- 2a. Applicant's name: Quarry North Road LLC
- 2b. Applicant's address: 2134 Sevilla Way Naples, FL 34109
- Applicant's phone number: (239) 571-5500
- Applicant's email address: cgclaussen@gmail.com

[If applicant and owner are not the same, please complete 3a through 3d below]

- 3a. Owner's name: Sudbury Water District
- 3b. Owner's address: 199 Raymond Road Sudbury, MA 01776
- 3c. The owner hereby appoints Chris Claussen  
(name of applicant)  
to act as his/her/its agent for purposes of submitting and processing this application.
- 3d. Owner's phone number: (978) 443-6602  
Owner's email address: vroy@sudburywater.com
4. The owner's title to the land is derived under deed from \_\_\_\_\_  
\_\_\_\_\_, dated June 29, 1964, and recorded in  
South Middlesex Registry of Deeds, Book 10585,  
Page 140, or Land Court Certificate of Title No. \_\_\_\_\_,  
registered in \_\_\_\_\_ District Book \_\_\_\_\_, Page \_\_\_\_\_.
5. The land is shown in the Assessor's records as Lot 0004, Map C12  
and has an address of or is located at 16 North Road Sudbury, MA 01776 C12-0004



- 6a. Number of acres 7.13                      6b. Acreage of wetlands less than 1 acre
- 7. Number of new building lots 1
- 8. The land is zoned NRROD and the frontage requirement is 150 ft.
- 9. The plan attached to this application has been prepared by Varoujan Hagopian  
\_\_\_\_\_, a registered Land Surveyor, license # 49665.
- 10. Approval under the Subdivision Control Law is not required to divide the land shown on the accompanying plan for the following reasons (check off all sections which apply):
  - a. There is no division of land into two or more lots.
  - b. Every lot shown on the plan has frontage of at least such distance as is presently required by zoning; and every lot shown on the plan has frontage located on one of the following:
    - (1) a public way or way which the Town Clerk certifies is maintained and used as a public way, namely North Road (attach Town Clerk certification if the way is not a public way);
    - (2) a way shown on a plan previously approved and endorsed in accordance with the Subdivision Control Law, namely \_\_\_\_\_, approval endorsed on \_\_\_\_\_, and recorded at the \_\_\_\_\_ Registry of Deeds as Plan # \_\_\_\_\_; or
    - (3) a private way in existence when the Subdivision Control Law became effective in the town having, in the opinion of the Planning Board, sufficient width, suitable grades, and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon.
  - c. It shows a proposed conveyance/other instrument, which adds to/takes away from/changes the size and shape of, lots in such a manner so that no lot affected is left without the frontage required by zoning (cross out the words which do not apply).
  - d. Two or more substantial buildings were standing on the land prior to the date when the subdivision control law went into effect in the town and one such

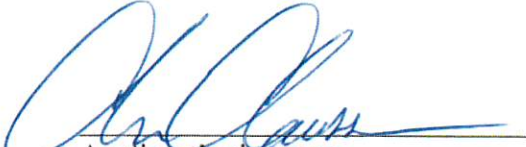
Attachment 5.c: ANR Application Water District executed (4358 : Decline offer of Land From SWD pursuant to G.L. c. 40 S15B)

building remains standing on each of the lots as shown and located on the accompanying plan. Evidence of the existence of such buildings prior to the effective date of the subdivision control law is submitted as follows:

NO DETERMINATION AS TO COMPLIANCE WITH ZONING REQUIREMENTS HAS BEEN MADE OR INTENDED BY THE PLANNING BOARD IN ENDORSING THIS PLAN.

Additional Requirements

- 1. Application must submitted and stamped at the Town Clerk's office, 322 Concord Road, Sudbury, MA and then brought to the Planning & Community Development Department, 278 Old Sudbury Road, Sudbury, MA.
- 2. 12 copies of the completed application with reduced sized plans (11 x 17), plus 3 additional full size plans, a PDF electronic file, as well as any other required documentation listed.
- 3. Fees to be included, \$50.00 for each plan that created NO new boundary, \$100.00 for each plan that creates a new boundary, plus \$100.00 for each new building lot created.



Applicant's signature



Owner's Signature  
(If different from Applicant)

\_\_\_\_\_  
Date received by Planning Board

\_\_\_\_\_  
Signature of Recipient

Plan checked by:

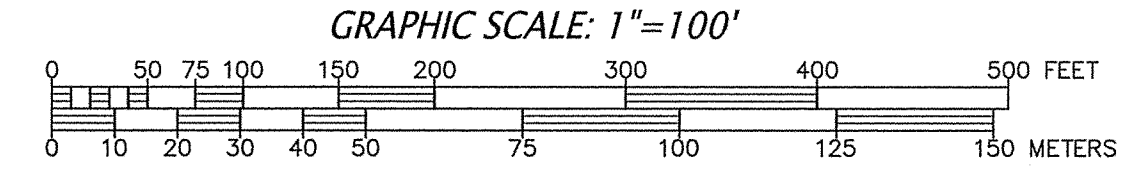
\_\_\_\_\_  
Town Engineer

\_\_\_\_\_  
Town Planner

Attachment 5.c: ANR Application Water District executed (4358 : Decline offer of Land From SWD pursuant to G.L. c 40 S15B)





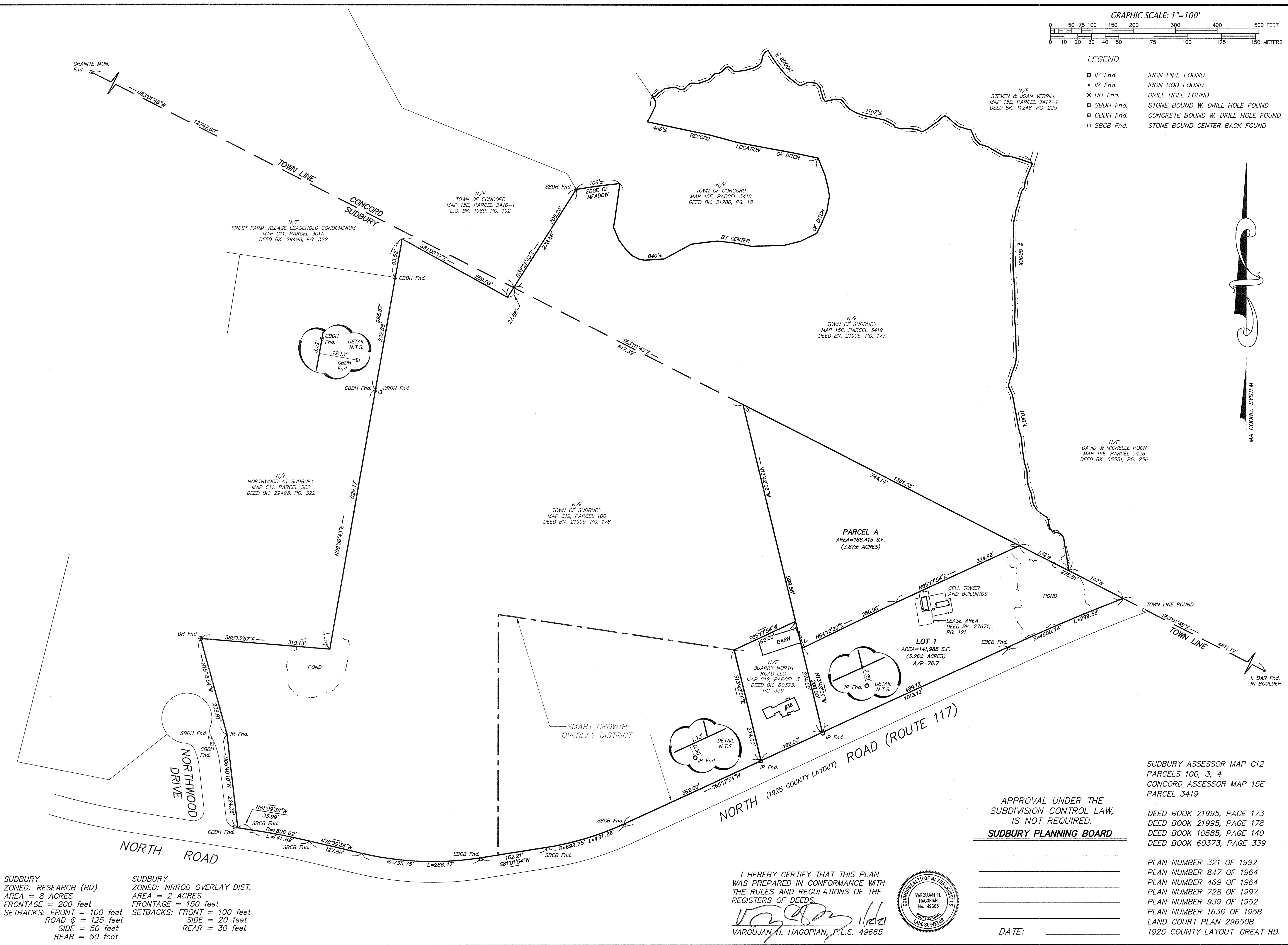


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N/F STEVEN & JOAN VERRILL  
MAP 15E, PARCEL 3417-1  
DEED BK. 11246, PG. 225

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OWNERS:  
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MAP C12, PARCEL 4  
16 NORTH STREET, SUDBURY

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LAND SURVEYING AND CIVIL ENGINEERING  
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SUDBURY, MASSACHUSETTS 01776  
PHONE: 978-443-9566 FAX: 978-443-8915

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1925 COUNTY LAYOUT-GREAT RD.

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**SUDBURY PLANNING BOARD**

DATE: \_\_\_\_\_

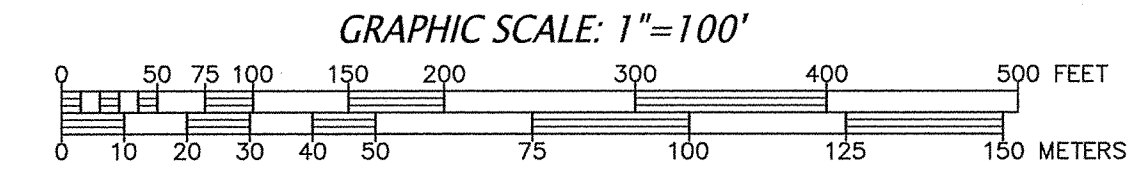
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*Varoujan H. Hagoian*  
VAROUJAN H. HAGOPIAN, P.L.S. 49665



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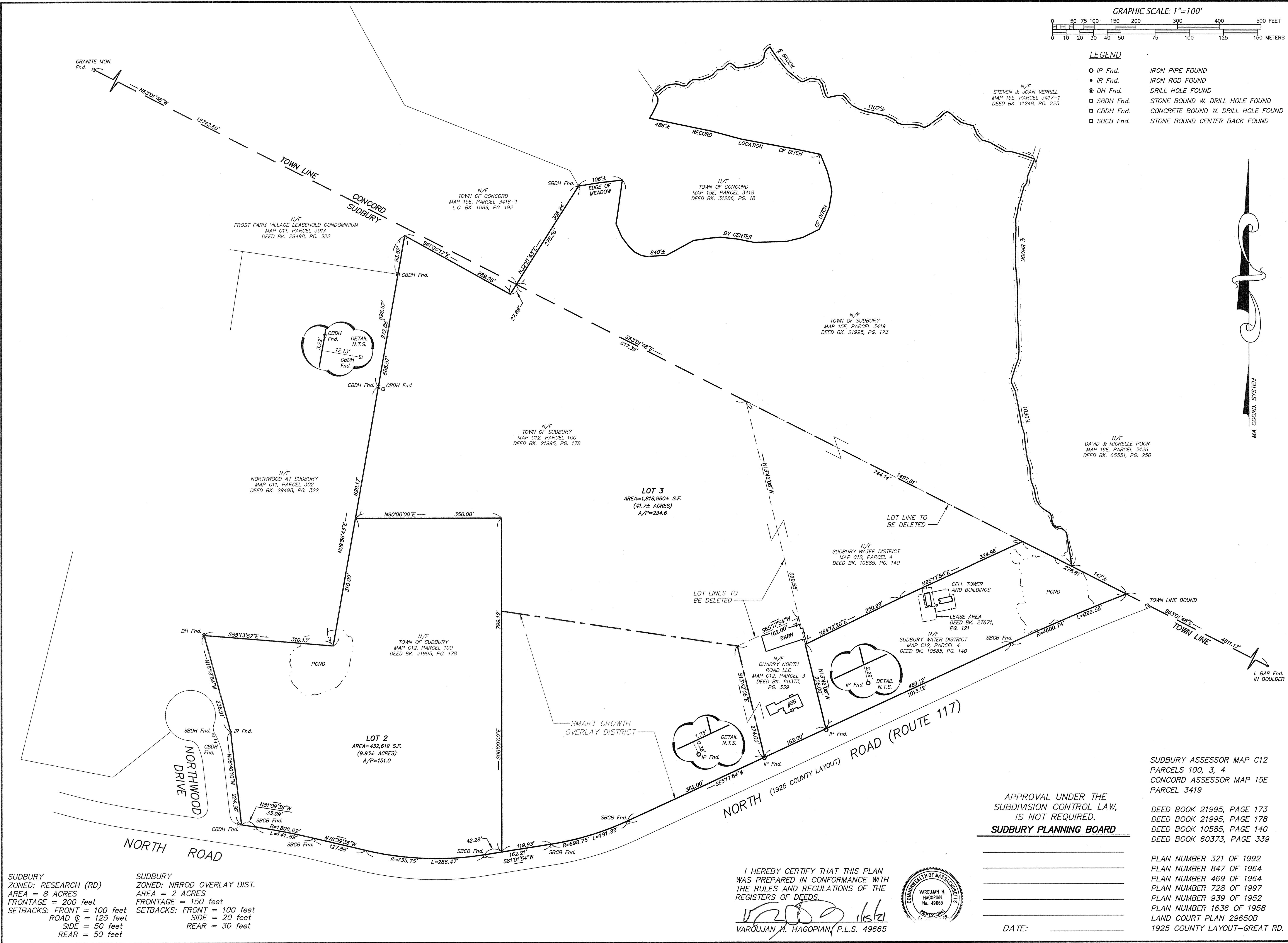
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(LAND IN CONCORD)
  - TOWN OF SUDBURY  
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(LAND IN SUDBURY)
  - QUARRY NORTH ROAD LLC  
MAP C12, PARCEL 3  
(LAND IN SUDBURY)
  - THE SUDBURY WATER DISTRICT  
MAP C12, PARCEL 4  
(LAND IN SUDBURY)

**SULLIVAN, CONNORS AND ASSOCIATES**  
 LAND SURVEYING AND CIVIL ENGINEERING  
 121 BOSTON POST ROAD  
 SUDBURY, MASSACHUSETTS 01776  
 PHONE: 978-443-9566 FAX: 978-443-8915

**PLAN OF LAND**  
 #0, #16, #36 NORTH STREET  
 SUDBURY, MA  
 IN  
 SUDBURY, MASS.

REVISED:	DESCRIPTION:
DRAWN BY: VHH	CHECK BY: REM
DATE: JAN. 15, 2021	
SCALE: 1"=100'	SHEET 1 OF 1.



**SUDBURY**  
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 AREA = 8 ACRES  
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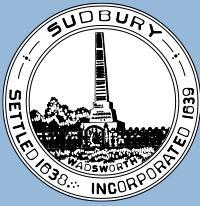
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SUDBURY ASSESSOR MAP C12  
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 1925 COUNTY LAYOUT-GREAT RD.





## SUDBURY SELECT BOARD

Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)****6: Disposition of Melone Property**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Motion: That the Select Board vote to authorize the conveyance of the real property known as the "Melone property" located off North Road consisting of approximately 36.7 acres to Quarry North Road, LLC pursuant to the Land Disposition and Development Agreement dated February 28, 2019, and as authorized by Town Meeting pursuant to Article 4 of the December 11, 2018 Special Town Meeting, said land being shown as a portion of Lot 3 on a plan entitled "Plan of Land #0, #16, #36 North Road, Sudbury, MA in Sudbury, Mass," by Sullivan, Connors and Associates Land Surveying and Civil Engineering, 121 Boston Post Road Sudbury, Massachusetts 01776 dated January 15, 2021, Scale 1"=100' said plan to be recorded at Middlesex South Registry of Deeds, and also described as being a portion of Lot 1 shown on a plan entitled "Land in Sudbury & Concord Mass Surveyed for Joseph & Maria Melone Trust", Scale 1"=100', October, 1982 Charles A. Perkins Co. Inc. Civil Engineers & Surveyors 444 High St-Clinton, Mass 01510, which plan is recorded at Middlesex South Registry of Deeds as Plan No. 321 of 1992 in Bk 21995, Page 172, and that the Chair be authorized to execute any and all documents, including deeds, as may be necessary or convenient in order to consummate the conveyance.

Recommendations/Suggested Motion/Vote: Motion: That the Select Board vote to authorize the conveyance of the real property known as the "Melone property" located off North Road consisting of approximately 36.7 acres to Quarry North Road, LLC pursuant to the Land Disposition and Development Agreement dated February 28, 2019, and as authorized by Town Meeting pursuant to Article 4 of the December 11, 2018 Special Town Meeting, said land being shown as a portion of Lot 3 on a plan entitled "Plan of Land #0, #16, #36 North Road, Sudbury, MA in Sudbury, Mass," by Sullivan, Connors and Associates Land Surveying and Civil Engineering, 121 Boston Post Road Sudbury, Massachusetts 01776 dated January 15, 2021, Scale 1"=100' said plan to be recorded at Middlesex South Registry of Deeds, and also described as being a portion of Lot 1 shown on a plan entitled "Land in Sudbury & Concord Mass Surveyed for Joseph & Maria Melone Trust", Scale 1"=100', October, 1982 Charles A. Perkins Co. Inc. Civil Engineers & Surveyors 444 High St-Clinton, Mass 01510, which plan is recorded at Middlesex South Registry of Deeds as Plan No. 321 of 1992 in Bk 21995, Page 172, and that the Chair be authorized to execute any and all documents, including deeds, as may be necessary or convenient in order to consummate the conveyance.

Background Information:

**ARTICLE 4. DISPOSITION OF THE MELONE PROPERTY (COMPLETE TEXT FROM WARRANT)**

To see if the Town will vote to transfer from the board or officer with custody of the land to the Board of Selectmen for the purpose of conveyance, and authorize the Board of Selectmen to convey some or all of the town-owned land

commonly known as the Melone property, located off North Road and currently the site of the Town’s gravel pit, and shown as Assessors’ Map C12, Parcel 0100 and Concord Parcel 3419, on such terms and conditions as may be established by the Board Selectmen to Quarry North Road LLC, said real estate disposition to be made in compliance with General Law Chapter 30B to the extent applicable, and further to authorize the Board of Selectmen and other Town Officials to execute instruments and take all other actions as may be necessary to effectuate the vote to be taken hereunder; or act on anything relative thereto.

Submitted by the Board of Selectmen.

(Two-thirds vote required)

BOARD OF SELECTMEN REPORT: This article is asking Town Meeting to allow the Board of Selectmen to dispose of the Melone Property located on North Road to Quarry North Road LLC. The Board of Selectmen will report at Town Meeting.

Financial impact expected:

Approximate agenda time requested: 15 minutes

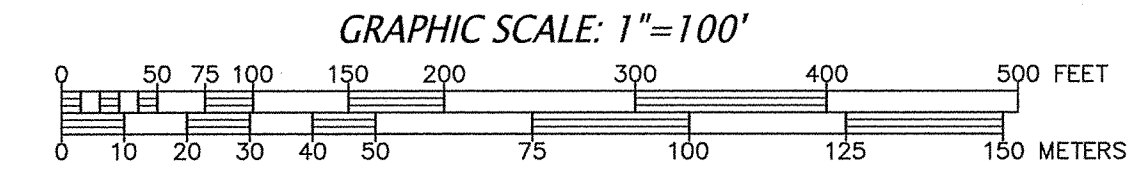
Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM





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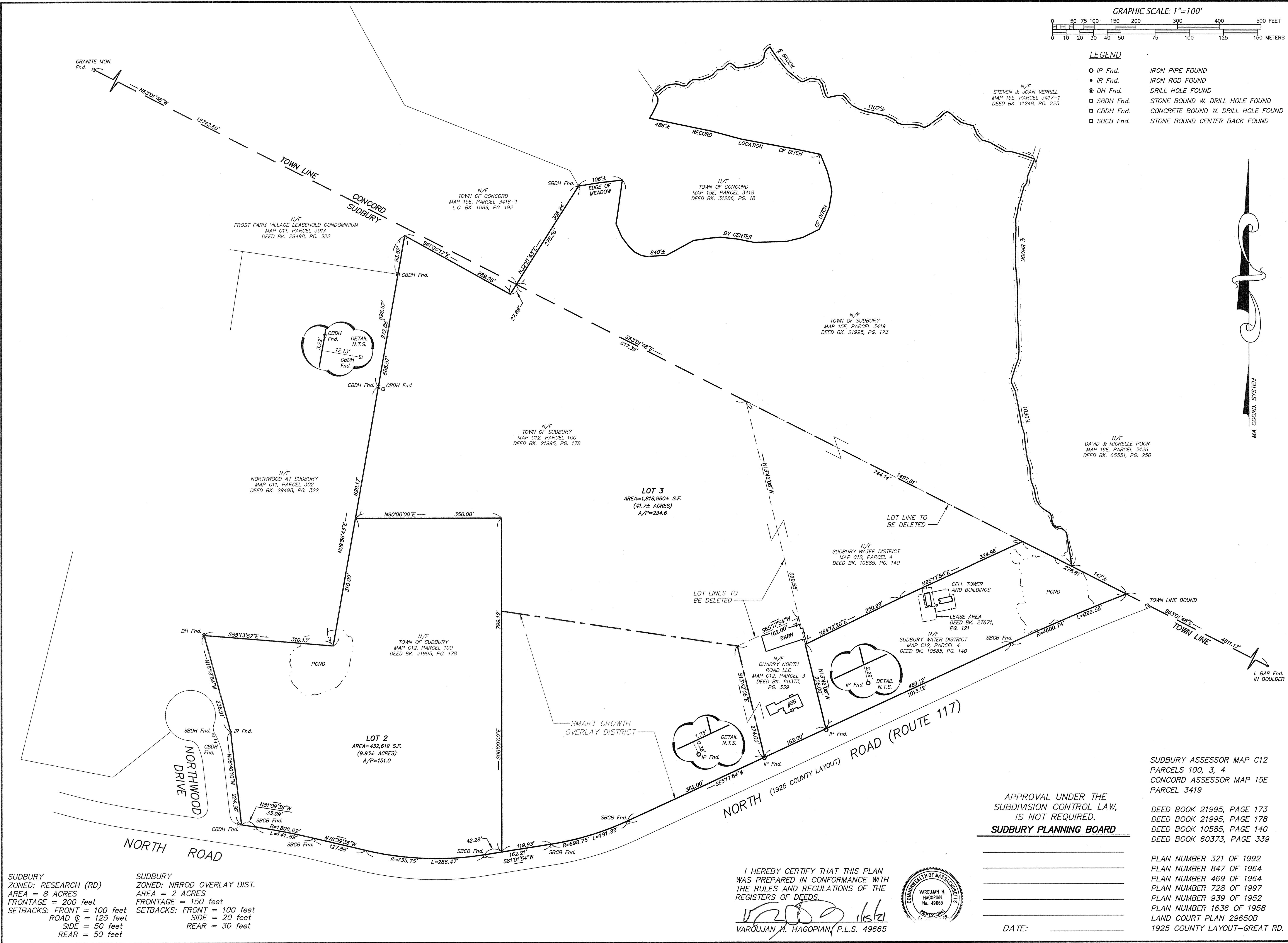
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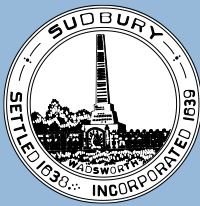
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 VAROUJAN H. HAGOPIAN, P.L.S. 49665



DATE: \_\_\_\_\_





SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**7: Grant license and right of entry agreement on Melone Property**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Motion: That the Select Board vote to authorize the Town Manager to grant and execute a License and Right of Entry Agreement on the real property known as the “Melone property” located off North Road consisting of approximately 36.7 acres to Quarry North Road, LLC for purposes of conducting due diligence and erecting structures on the land.

Recommendations/Suggested Motion/Vote: Motion: That the Select Board vote to authorize the Town Manager to grant and execute a License and Right of Entry Agreement on the real property known as the “Melone property” located off North Road consisting of approximately 36.7 acres to Quarry North Road, LLC for purposes of conducting due diligence and erecting structures on the land.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Select Board	Pending

01/26/2021 6:30 PM

## RIGHT OF ENTRY AND LICENSE AGREEMENT

This Right of Entry and License Agreement (this “License”) is entered into on this 26th day of January, 2021 , by and between the Town of Sudbury (the “Town”), a Massachusetts municipal corporation acting by and through its Town Manager, having an address of 278 Old Sudbury Road, Sudbury, MA 01776, and Quarry North Road LLC, a Massachusetts limited liability company (“Licensee”), having an address of 2134 Sevilla Way, Naples, FL 34109.

Whereas, the Town is the owner of real property located known as the “Melone Property” consisting of approximately 36.7 +/- acres of land located off North Road (the “Property”); and

Whereas, the Licensee has requested permission to enter the Property for purposes of survey, environmental testing, geotechnical testing, installation of structures necessary for preparation of condominium documents, and other due diligence in connection with its proposed development upon the Property; and

Whereas, the Town is willing to allow the Licensee to temporarily enter the Property for such purposes on the terms and conditions set forth herein.

Now, therefore, for good and valuable consideration, the parties agree as follows:

1. PERMITTED USES. NOTICE OF WORK. The Town hereby grants the Licensee and its employees, contractors, subcontractors and agents (collectively, the “Licensed Persons”) the right to enter such portions of the Property as may be reasonably necessary (“the “Licensed Premises”) for purposes of performing environmental testing, geotechnical testing, installation of structures necessary for preparation of condominium documents, and other due diligence as is described in the Scope of Work shown on Exhibit A (the “Work”) which is attached hereto and made a part hereof. The Licensed Persons may bring such vehicles and other equipment upon the Licensed Premises as would ordinarily be used to undertake the Work.

The Town hereby consents to the Licensee, at its sole cost, expense and risk, performing the Work. This License does not grant the Licensee any right to construct or install structures, wells, and/or utilities in, on, under or over the Licensed Premises other than that which is expressly permitted herein.

In the event that this License is terminated pursuant to Section 7 below, or the Licensed Premises is not conveyed to the Licensee by December 31, 2021, then the Licensee, at its sole cost and expense, shall promptly remove all structures installed on the Licensed Premises and restore the Licensed Premises to their condition as of the date of this License, reasonable wear and tear excepted.

The Licensee agrees to advise the Town no less than twenty-four (24) hours prior to entering the Licensed Premises of its intent to conduct the Work on the Licensed Premises and shall permit the Town or its representative(s) to observe any and all Work conducted under this License.

2. TERM OF LICENSE. Subject to the terms of Section 7 below, the Term of this License shall be from the date first written above and shall terminate on the earlier of conveyance of the Licensed Premises to the Licensee, or December 31, 2021. Entry upon the Licensed Premises and

activities associated with the Work by the Licensee may be exercised during the Term unless sooner terminated in accordance with the provisions of Section 7 below (the “Term”).

3. CONSIDERATION. The consideration to be paid by the Licensee to the Town for this License shall be One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged.

4. NO UNREASONABLE INTERFERENCE. RESTORATION. The Licensee agrees that it shall at all times conduct itself (and shall direct all Licensed Persons) so as not to unreasonably interfere with the access to or the use of the Property by the Town or otherwise. The Licensee shall comply with any and all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. The Licensee shall, at its sole cost and expense, promptly repair any damage caused by or resulting directly or indirectly from of the acts or omissions of the Licensed Persons relating to the Work and restore the Property to the condition it was in prior to the start of any Work, reasonable wear and tear excepted.

5. INDEMNIFICATION. Licensee shall defend, indemnify, and hold harmless the Town from any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys’ fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, in law and equity, which are or may be brought against the Town or its agents, employees, successors and assigns arising out of or relating to Licensee’s and any Licensed Persons’ activities on the Licensed Premises, including without limitation: (1) the discharge, release or threatened release at or from the Licensed Premises of any Hazardous Materials that is caused by any of the Licensed Persons, (2) any failure on the part of Licensee to comply with any provision or term of this License, and (3) except if such death, injury or property damage is caused directly by the gross negligence or willful misconduct of the Town, or its employees, agents or representatives, for the death, injury and/or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any of the Licensed Persons. The obligations of this Section shall survive the expiration or termination of this License.

6. INSURANCE. The Licensee and all Licensed Persons entering the Licensed Premises for the purpose of conducting the Work shall each maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the Town: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. Such parties shall also maintain workers compensation insurance, as required by law.

Prior to entering the Licensed Premises for any reason, Licensee and all Licensed Persons shall provide the Town with a copy of the endorsement in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provisions. The insurance coverage required hereunder shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best’s rating of A- or better. All Licensed Persons shall require their insurer to give at least thirty (30) days’ written notice of termination, or cancellation of the policy to the Town.

To the extent possible, Licensee and all Licensed Persons shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or

damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance. Licensee's obligations to the Town under this License shall not be limited by the requirement for, or existence or amount of, insurance coverage.

7. TERMINATION and REVOCATION. This License may be revoked by the Town at any time for any reason by written notice of revocation at least three (3) calendar days prior to the termination date stated within said notice. At the expiration of the Term of this License or its prior termination, the Licensee shall forthwith remove all structures, equipment, markings, materials, and any other personal property from the Licensed Premises.

8. NOTICE. Any notice required or permitted to be given under this License shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar overnight courier service, or (c) when mailed by certified mail, return receipt requested, to the party at the address set forth above. These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

9. MISCELLANEOUS.

(a) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

(b) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

(c) This License shall not be construed as creating or vesting in the Licensee any estate in the Licensed Premises, but only the limited right of use as hereinabove stated.

(d) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(e) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(f) All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby shall survive the expiration or termination of this License.

(g) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

(h) This License is to take effect as a sealed instrument.

The parties hereto have caused this Right of Entry and License Agreement to be executed as of the first date written above.

*TOWN OF SUDBURY*  
By its Town Manager

*LICENSEE:*  
Quarry North Road LLC

\_\_\_\_\_  
*Henry L. Hayes, Jr.*

By: \_\_\_\_\_  
Name:

Title:

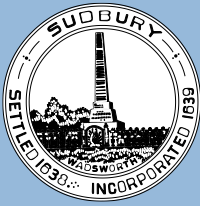
747801.v2/SUDB/0063

Attachment7.a: KP-#747801-v2-SUDB- Melone\_Quarry\_North\_License\_Agreement\_1-22-21 (4359 : Grant license and right of entry agreement

Exhibit A**SCOPE OF WORK**

The anticipated scope of work for due diligence and related activities by Quarry North Road LLC on the Melone Land includes the following:

1. Soil testing and sampling in order to determine the suitability of soils for wastewater and stormwater disposal and management, on such dates during the Term as may be dictated by the pace of permitting and site development plans;
2. Installation of groundwater monitoring wells, and sampling from the same, for the purposes of developing and permitting wastewater disposal and stormwater management, and for the purpose of testing for the presence of hazardous substances or any contaminant listed on the Massachusetts Contingency Plan adopted pursuant to G.L. c. 21E and ensuring compliance with the same;
3. Survey work and wetlands delineation related to site development design, subdivision approvals in both Sudbury and Concord;
4. Installation of shed structures; and
5. Survey work related to preparation of condominium documents and such other survey work reasonably related to the development of the Melone Land.



## SUDBURY SELECT BOARD

Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)****8: Acquisition of Town Center Land**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Motion: That the Select Board vote to authorize the acquisition of the real property known as the Town Center land, also known as the Sudbury Station land, consisting of approximately 39.92 acres and easements appurtenant thereto from Quarry North Road, LLC pursuant to the Land Disposition and Development Agreement dated February 28, 2019, and as authorized by Town Meeting pursuant to Article 6 of the December 11, 2018 Special Town Meeting, and that the Chair be authorized to execute any and all documents as may be necessary or convenient in order to consummate the acquisition.

Recommendations/Suggested Motion/Vote: Motion: That the Select Board vote to authorize the acquisition of the real property known as the Town Center land, also known as the Sudbury Station land, consisting of approximately 39.92 acres and easements appurtenant thereto from Quarry North Road, LLC pursuant to the Land Disposition and Development Agreement dated February 28, 2019, and as authorized by Town Meeting pursuant to Article 6 of the December 11, 2018 Special Town Meeting, and that the Chair be authorized to execute any and all documents as may be necessary or convenient in order to consummate the acquisition.

Background Information:

**ARTICLE 6. ACQUISITION OF TOWN CENTER LAND (FROM STM WARRANT)**

To see if the Town will vote to authorize the Board of Selectmen to acquire, by gift, purchase, eminent domain, exchange of real property or otherwise the fee or lesser interest in all or a part of the land shown as Parcel 1B, Parcel 2A, Parcel 2B, Parcel 3B on a plan of land entitled "Definitive Plan of Peter's Way Extension - Plan of Land in Sudbury, Massachusetts, Sheet 1 of 1, dated January 24, 2011, revised June 15, 2012, prepared by Sullivan, Connors and associates of Sudbury, Massachusetts, said plan recorded with the Middlesex South Registry of Deeds as Plan 907 of 2012 and an easement for Peter's Way as shown on said plan for all purposes for which a public way may be used, and an easement between Hudson Road and said Parcel 2A; and the land shown as Parcel 3, consisting of 35,687 square feet, on a Plan of Land in Sudbury, Massachusetts, dated March 21, 1972, said plan recorded with the Middlesex South Registry of Deeds in Book 12188, Page 426; and the land shown as Parcel A, consisting of 21,320.29 square feet on a plan entitled "Plan of Land in Sudbury, Mass. Dated June 21, 2000, said plan recorded with the Middlesex South Registry of Deeds in Book 31702, Page 521; and the land shown as Parcel C on a plan entitled "Definitive Plan of 'Howe Estates' subdivision of land in Sudbury, Mass." dated August 30, 1993, said plan recorded with the Middlesex South Registry of Deeds as Plan No. 321 of 1994 together with an easement providing access thereto, comprising a total of approximately 39.92 +/- acres, including all easements and rights appurtenant thereto and the buildings and improvements thereon, if any, for general municipal purposes; and further to authorize

the Board of Selectmen to execute all instruments, including land development, land disposition or other agreements, deeds, easements, and such other documents or instruments, upon such terms and conditions as the Selectmen deem appropriate, and take all other action as may be necessary to effectuate the vote taken hereunder, or take any other action relative thereto.

Submitted by the Board of Selectmen.

(Majority vote required)

BOARD OF SELECTMEN REPORT: This article will allow the Town to accept the Town Center (Sudbury Station) land from the Quarry North Road LLC in exchange for the Melone property as proposed in its response to the Town’s Request for Proposals for the disposition of the Melone property. As proposed, the Town would receive the 39 acres in Town Center, with appurtenant easements, plus an additional \$1,000,000 in exchange for the property at Melone on North Road.

Financial impact expected:

Approximate agenda time requested:

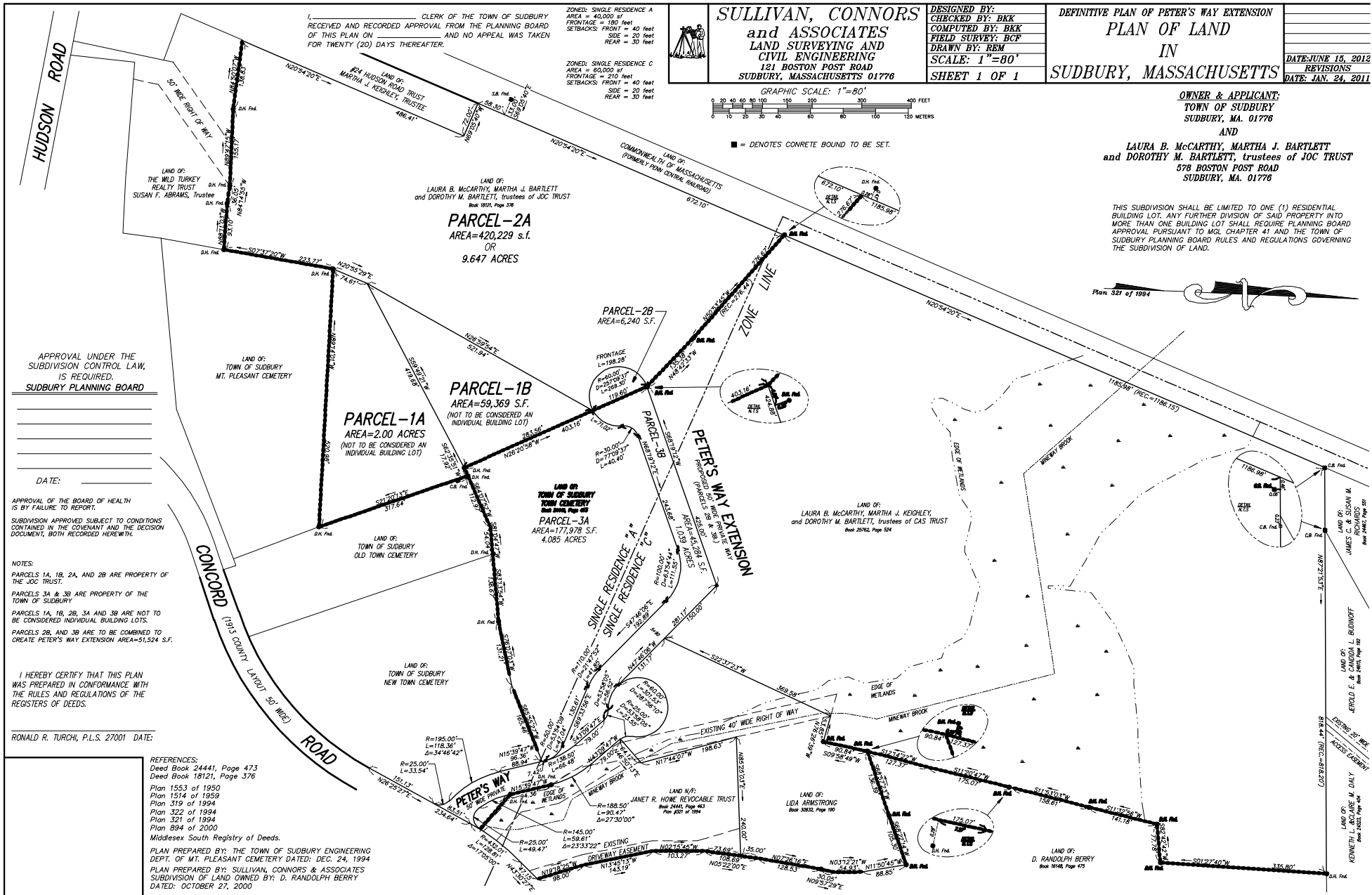
Representative(s) expected to attend meeting:

Review:

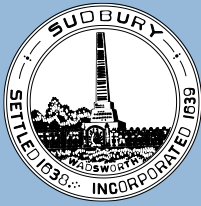
Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM





Attachment 8.a: KP-#747770-v1-SUDB-Plan\_of\_Town\_Center\_Land (4355 : Acquisition of Town Center



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**9: Fire Station ATM article**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Chief John Whalen to discuss Fire Station ATM 2021 article

Recommendations/Suggested Motion/Vote: Chief John Whalen to discuss Fire Station ATM 2021 article

Background Information:  
attached materials/slides provided by Chief Whalen

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting: Fire Chief John Whalen

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM



# Sudbury Fire Station #2



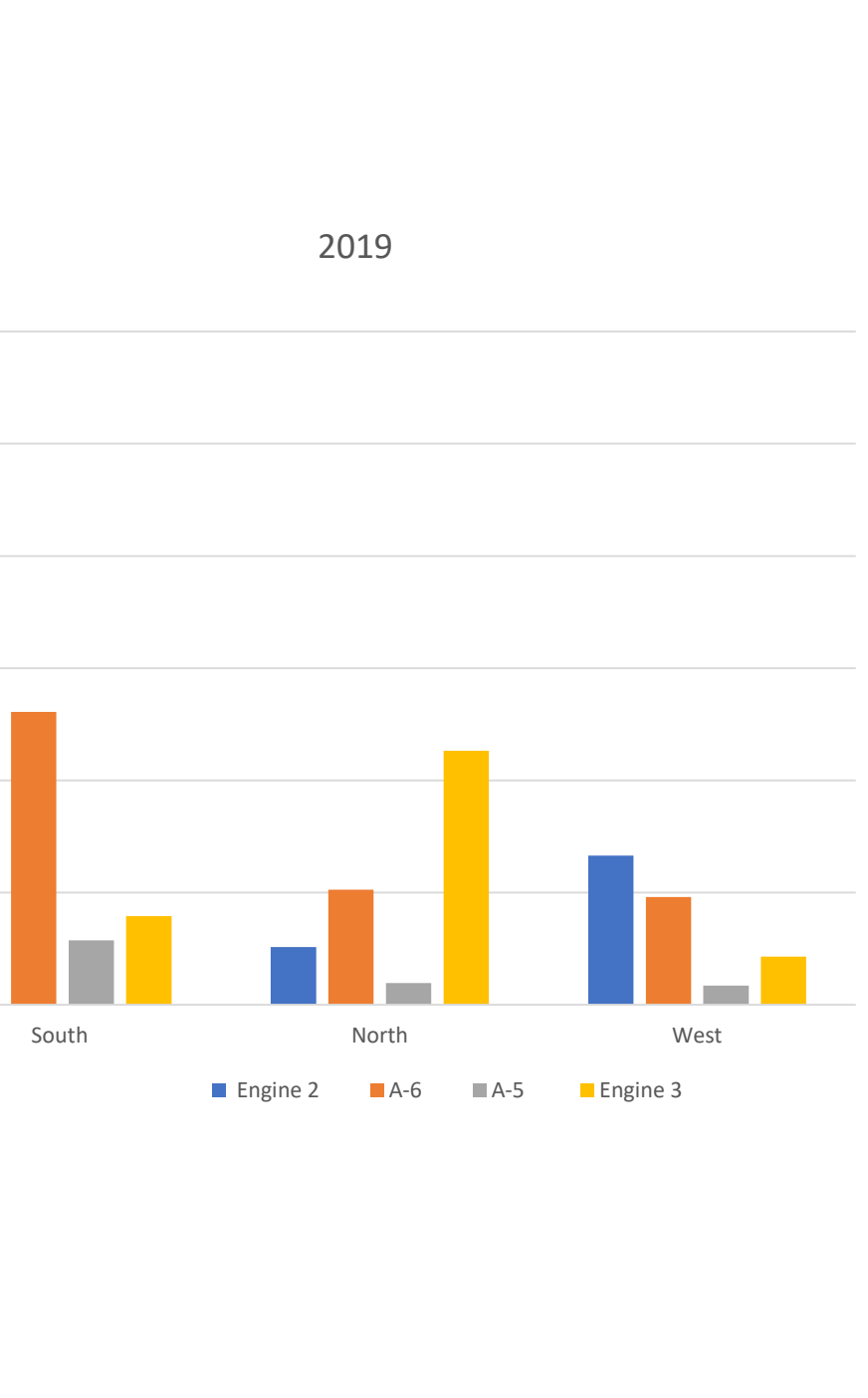
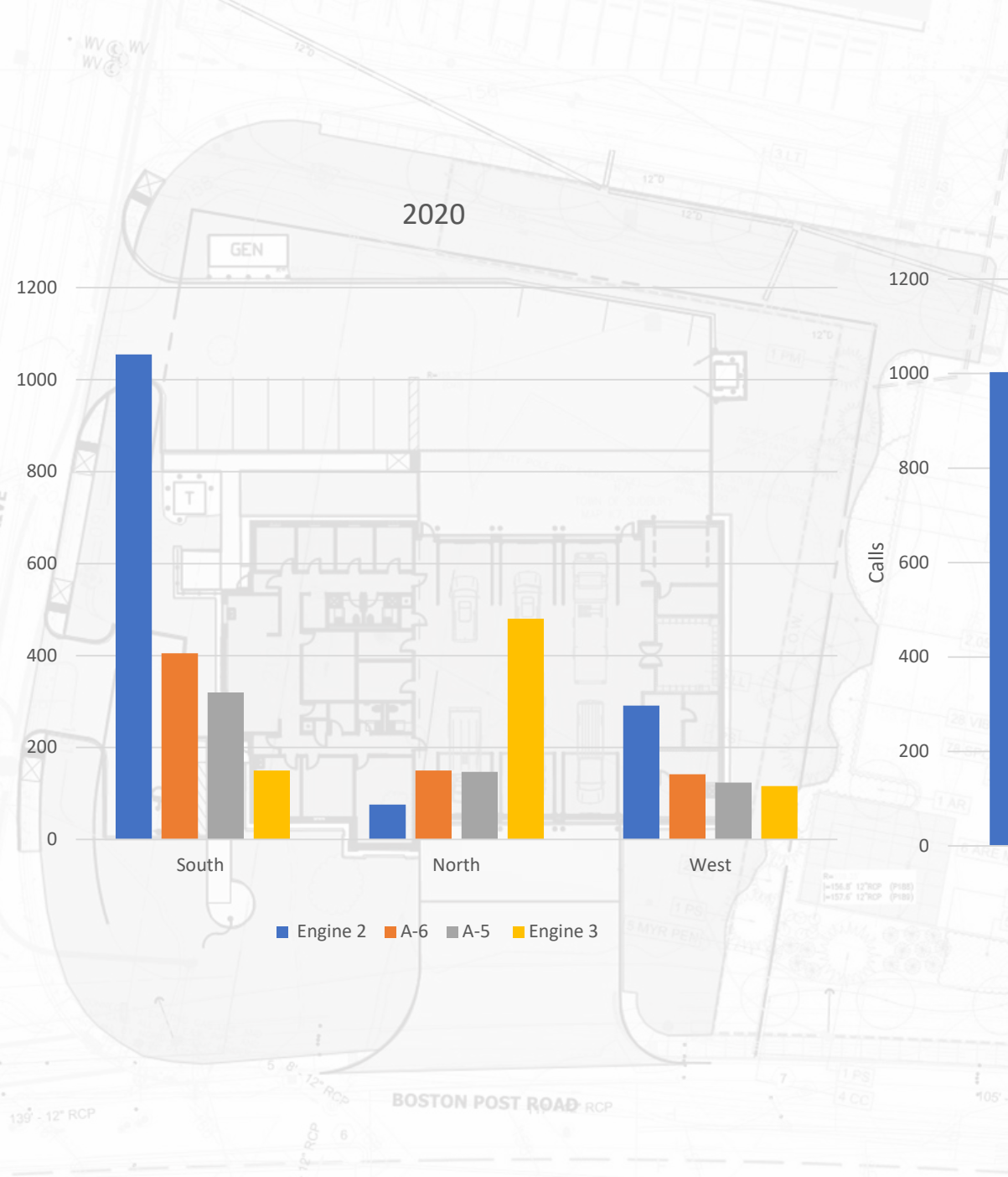
Sudbury, Massachusetts  
January 2021



**KAESTLE BOOS**  
associates, inc

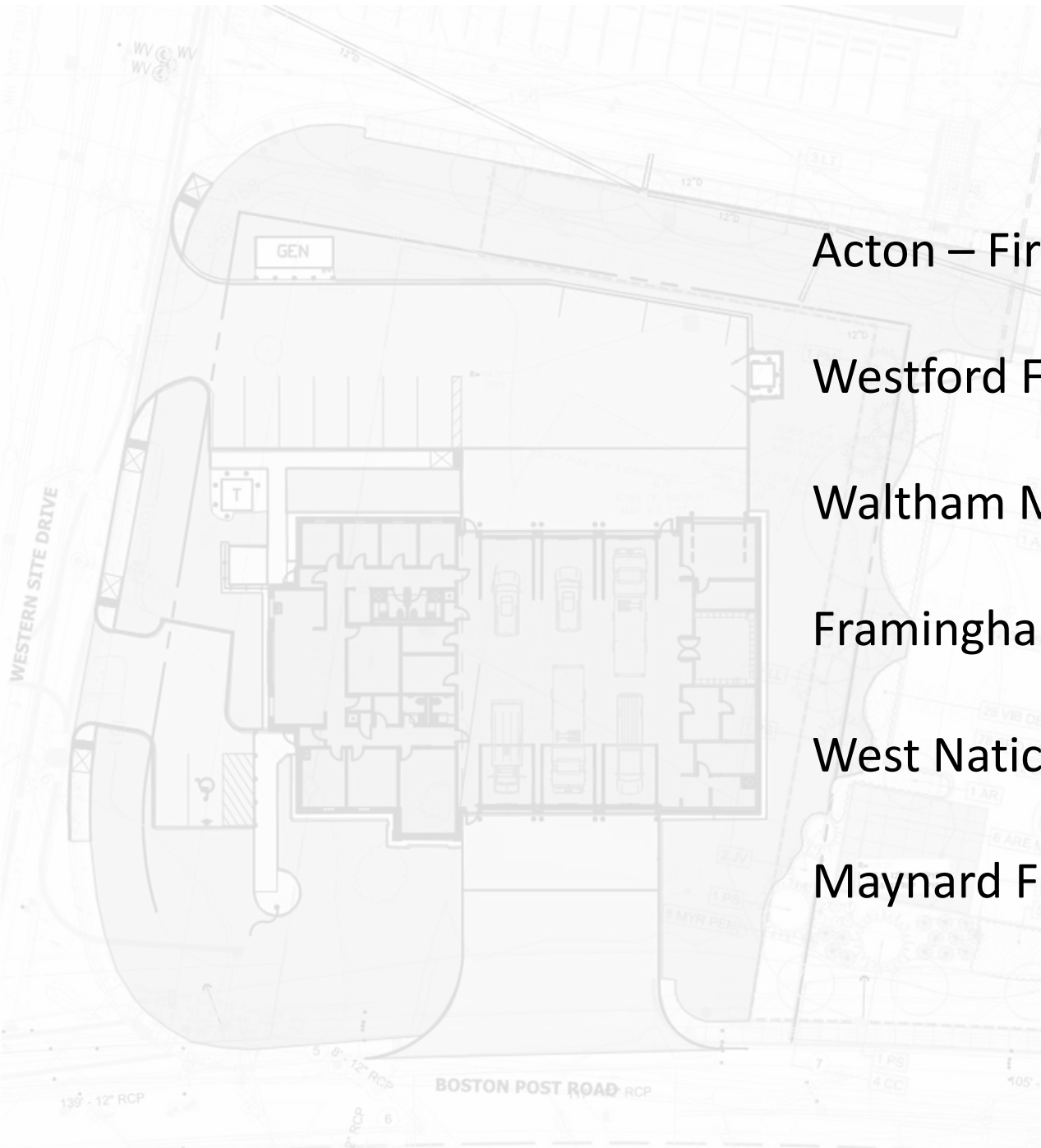
- ARCHITECTURE
- LANDSCAPE ARCHITECTURE
- INTERIOR DESIGN
- STRUCTURAL ENGINEERING

# Call Volume





# Area Fire Station Projects



Acton – Fire Station # 4 \$10.3 Million

Westford Fire HQ \$13.5 Million

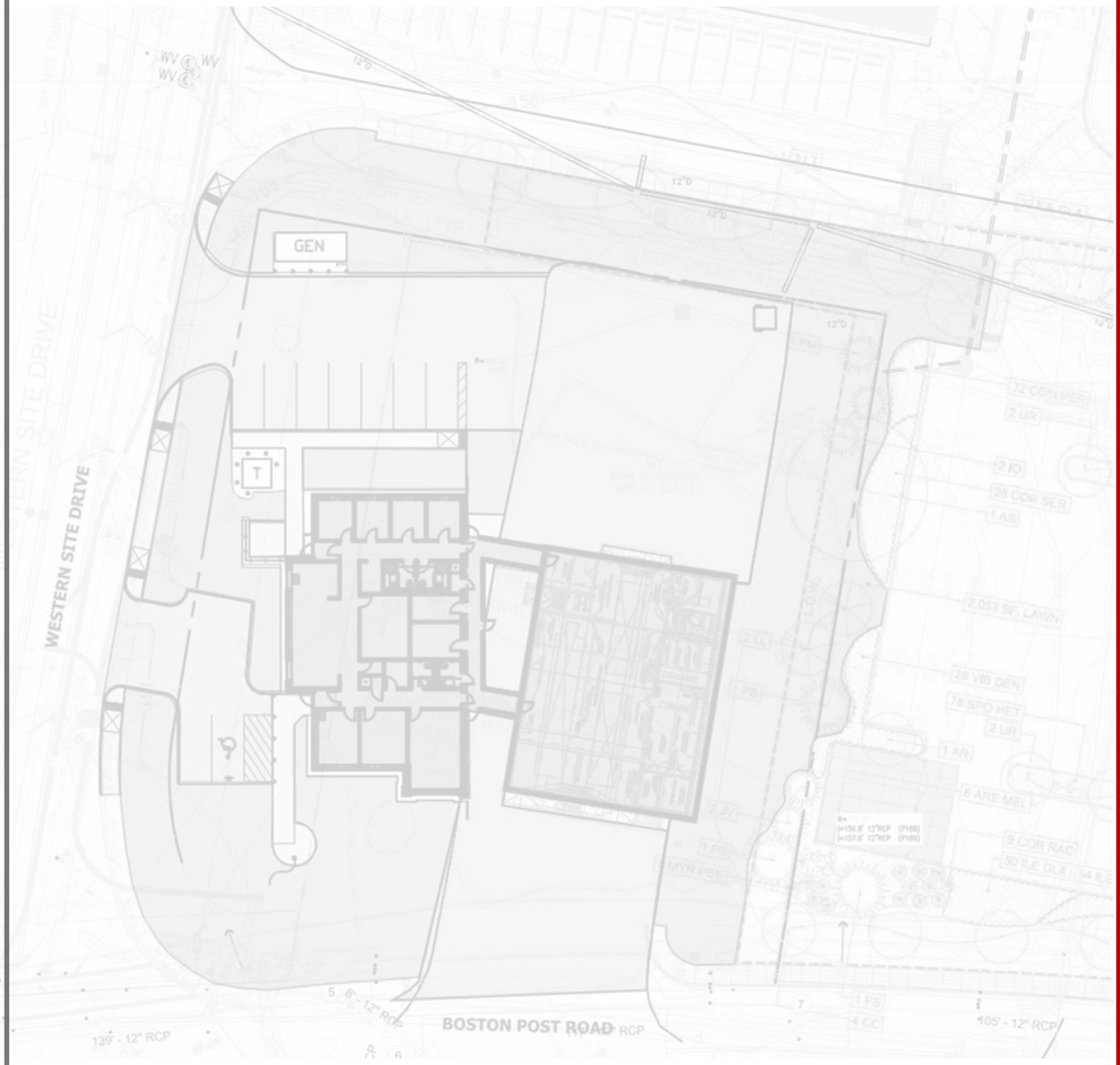
Waltham Moody St. \$10.0 Million

Framingham Station #2 \$6.4 Million

West Natick Fire Station \$15.5 Million

Maynard Fire HQ \$17.5 Million

# Phase 1

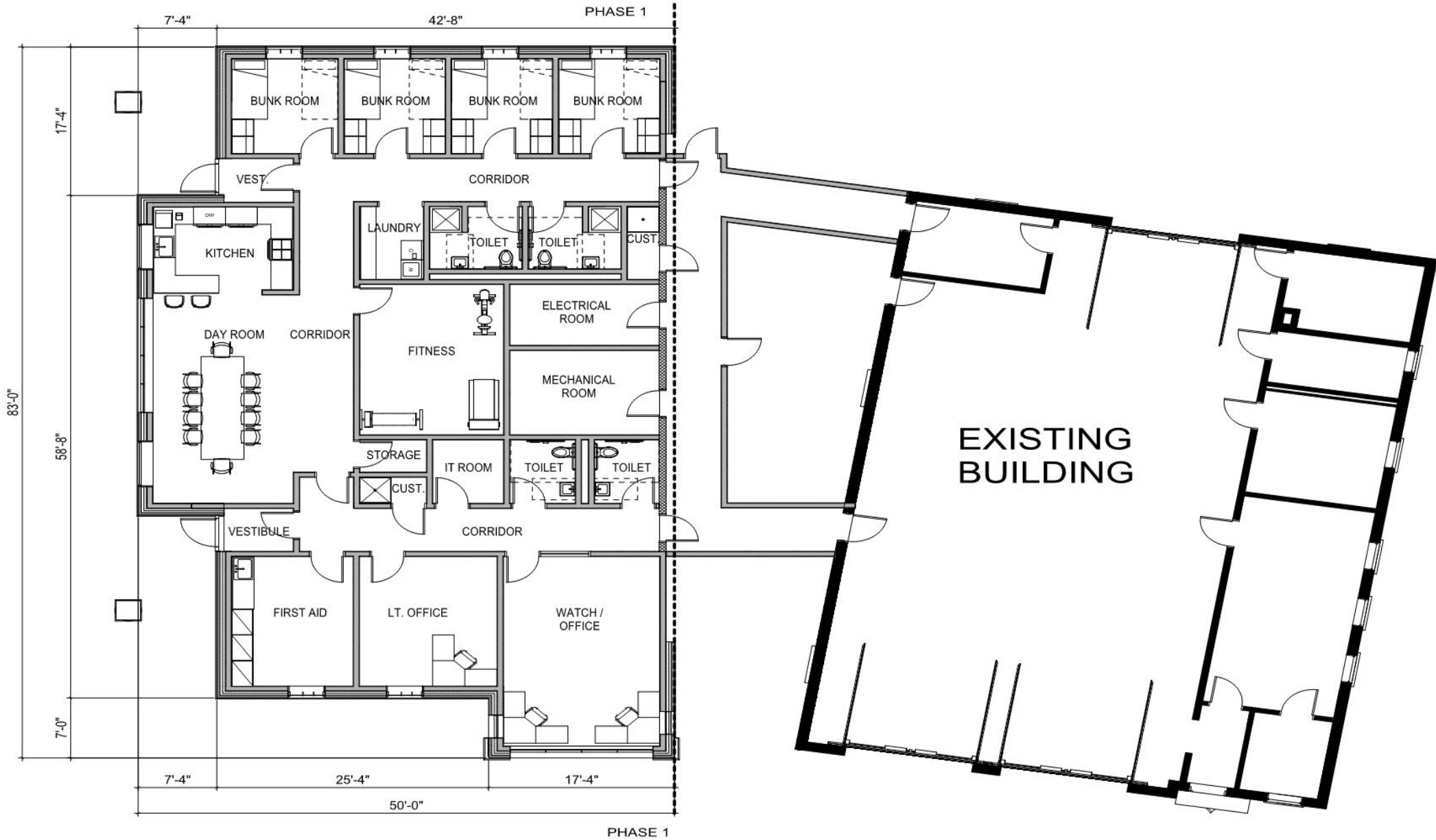


# Site Plan Phase 1





# Floor Plan Phase 1





# Perspective Phase 1



Attachment9.a: Fire Station # 2 Selectboard\_Handout\_2021\_01\_26 (4345 : Fire Station

# Perspective Phase 1



Attachment9.a: Fire Station # 2 Selectboard\_Handout\_2021\_01\_26 (4345 : Fire Station



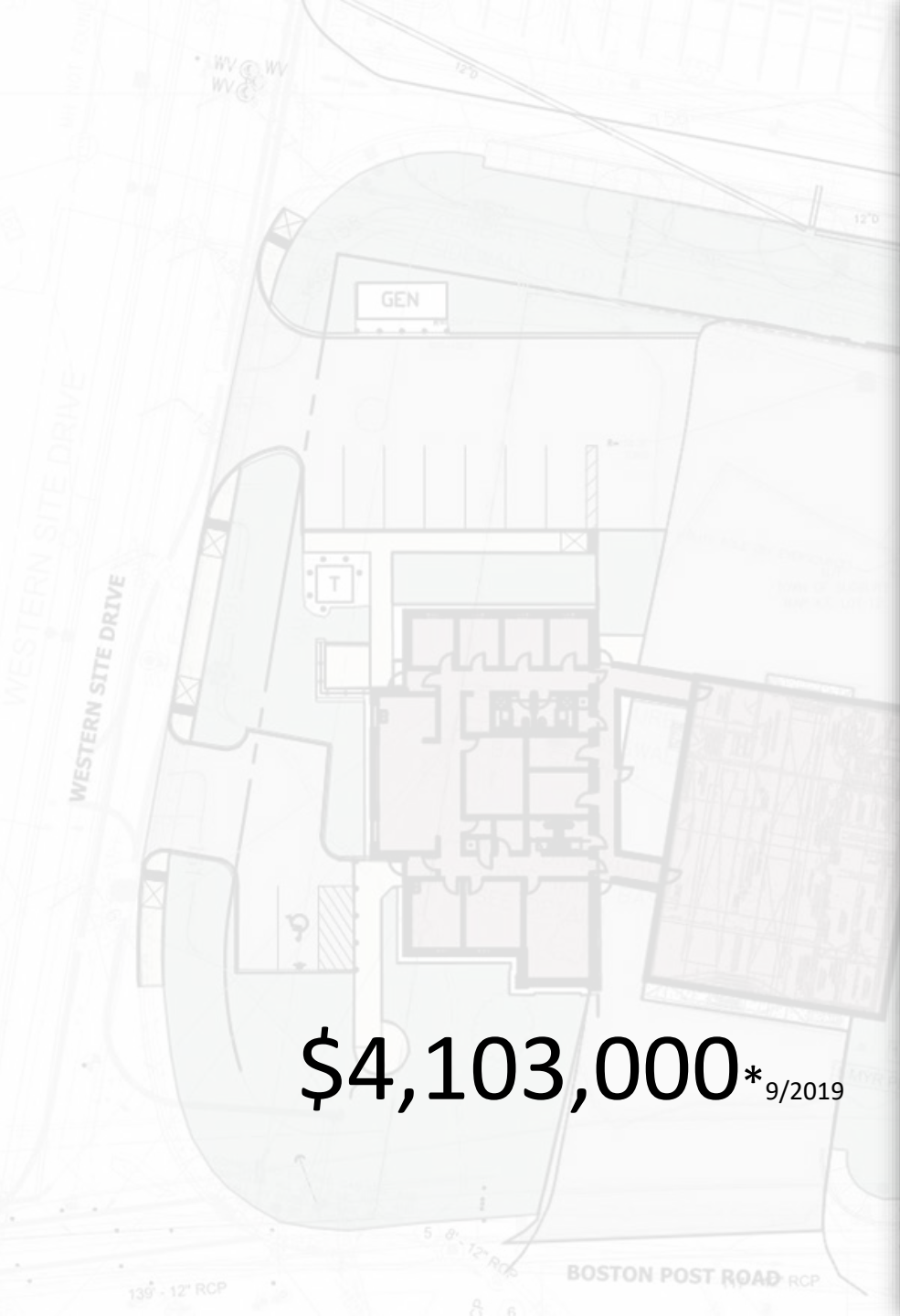


# Sudbury Fire Station 2

September, 2019

## Opinion of Probable Costs Schematic Design Level: PHASE I

KAESTLE BOOS  
associates, inc



**\$4,103,000\*** 9/2019

Description	Subtotals/Total	Comments
-------------	-----------------	----------

### Construction Costs

Demolition	\$0	NIC - Phase I
Hazmat Abatement	\$0	NIC - Phase I
Sitework	\$563,620	
New Building Construction	3,526 SF \$1,695,849	
<b>Subtotal:</b>	<b>\$2,259,469</b>	
Schematic Level Estimating Contingency @ 10.0%	\$225,947	
<b>Subtotal Direct Construction Costs:</b>	<b>\$2,485,416</b>	
General Conditions & Overhead @ 8.00%	\$198,833	
Insurance @ 1.00%	\$26,842	
Bonds @ 0.65%	\$17,622	
GC Fee (Profit) @ 3.00%	\$81,861	
Permit Fee @ 1.50%	Waived by Town	Confirm
Escalation (Bid 1st Quarter of 2021) @ 8.75%	\$246,424	
<b>Subtotal Construction Cost:</b>	<b>\$3,057,000</b>	

### Indirect Project Costs

Land Survey	\$5,000	(incorp. additional land)
Geotechnical Investigation	\$15,000	
Arch. & Eng. Fees	\$260,000	
Add Services & Reimbursables	\$50,000	
Peer Review	\$4,000	
Owner's Project Manager	\$152,000	
Furniture & Furnishings	\$42,000	Allowance
Communications Equipment	\$50,000	Owner's Allowance
Network & Computers	\$25,000	Owner's Allowance
Utility Backcharge	\$25,000	Allowance
Moving	\$10,000	
Bid Doc Reproduction / Miscellaneous	\$5,000	Assume OnLine Service
Legal/Advertising	\$5,000	
Material Testing	\$25,000	
<b>Subtotal Indirect Project Costs:</b>	<b>\$673,000</b>	

**Owner's Contingency (10% of all costs): \$373,000**

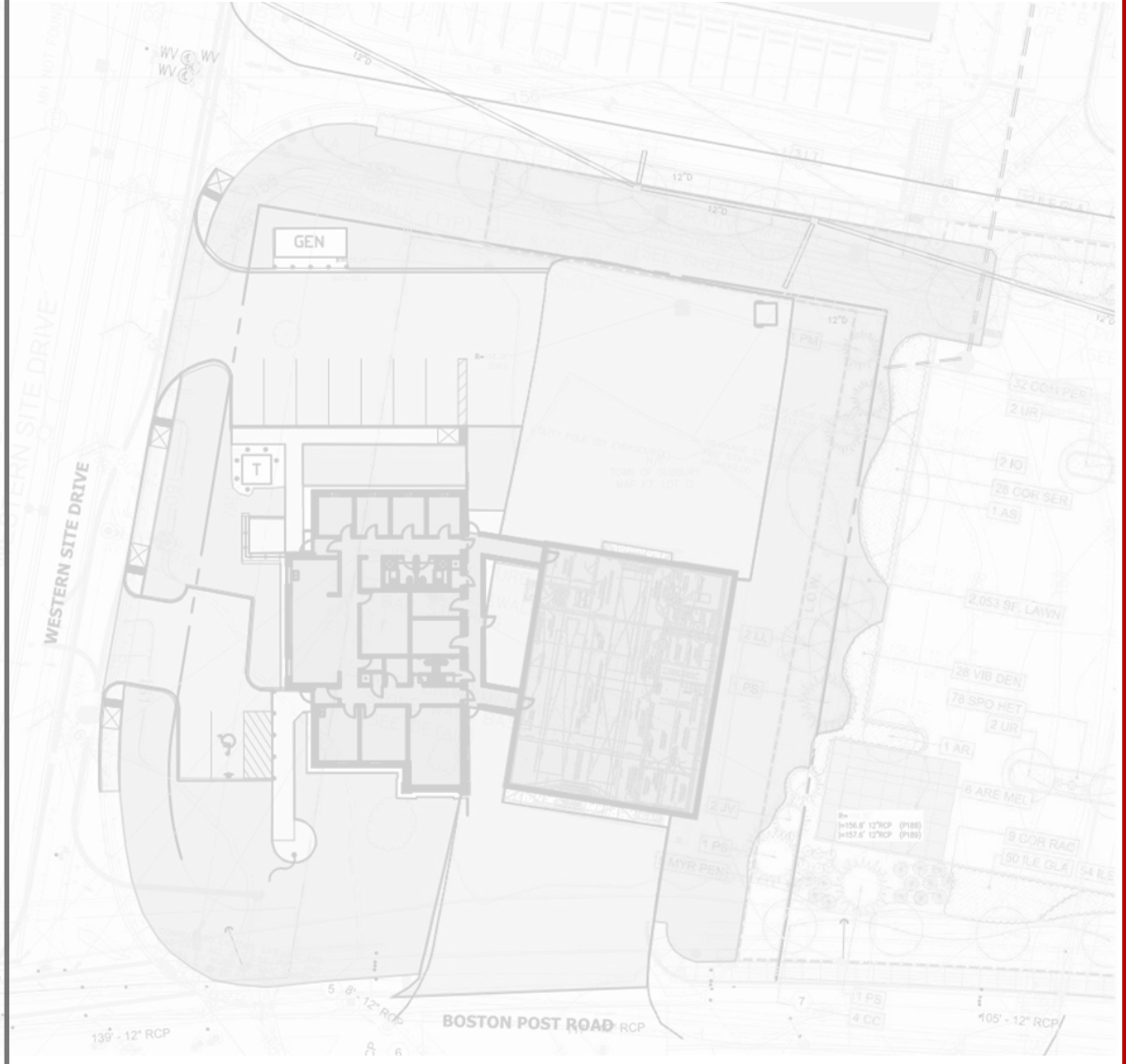
**Total Phase I Cost: \$4,103,000**

9.a

Opinion of Probable Cost Phase 1

Attachment 9.a: Fire Station # 2 Selectboard\_Handout\_2021\_01\_26 (4345 : Fire Station

# Phase 2

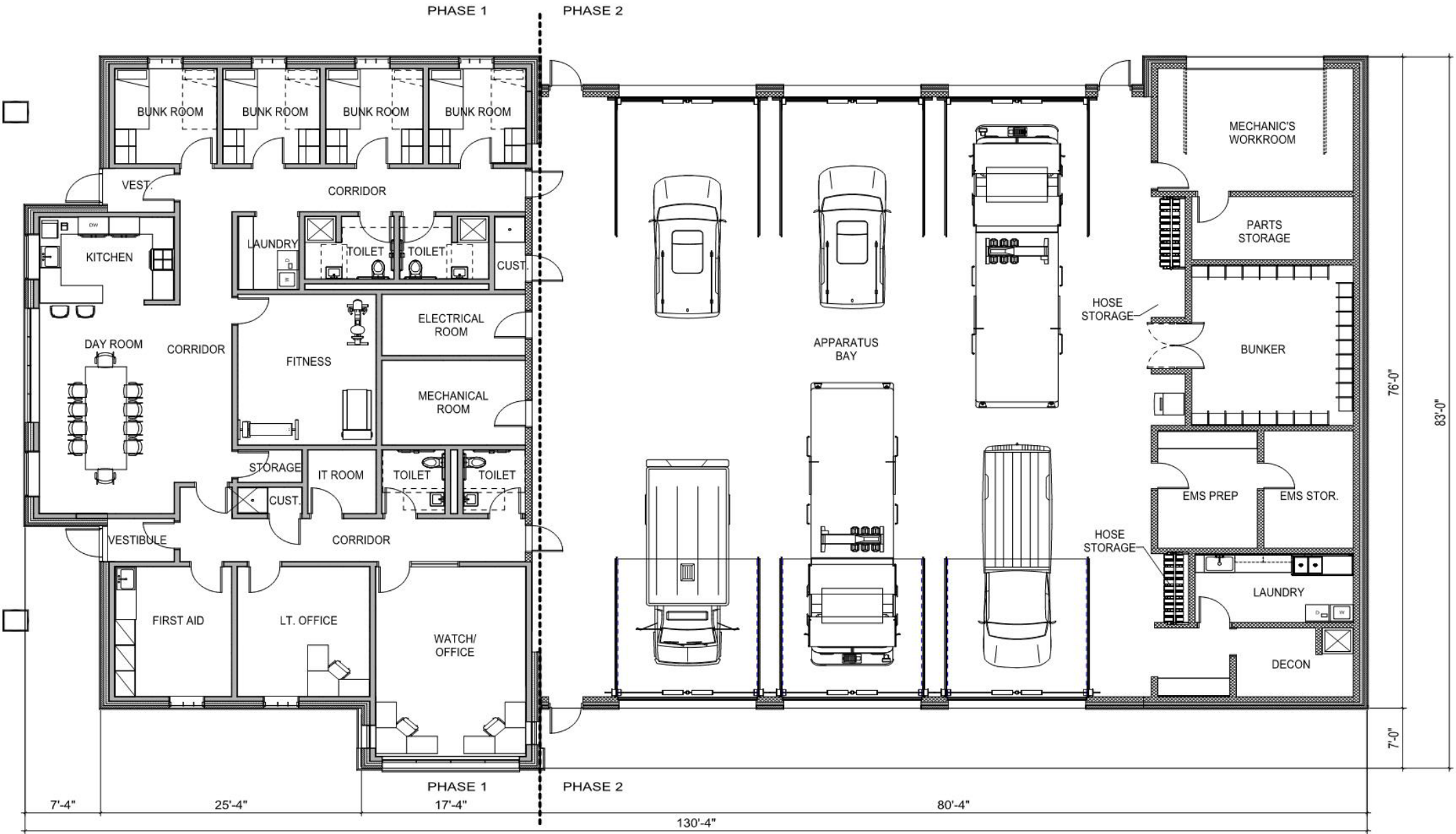




# Site Plan Phase 2



# Floor Plan Phase 2



Attachment 9.a: Fire Station # 2 Selectboard\_Handout\_2021\_01\_26 (4345 : Fire Station



# Perspective Phase 2



Attachment9.a: Fire Station # 2 Selectboard\_Handout\_2021\_01\_26 (4345 : Fire Station

# Perspective Phase 2



Attachment9.a: Fire Station # 2 Selectboard\_Handout\_2021\_01\_26 (4345 : Fire Station





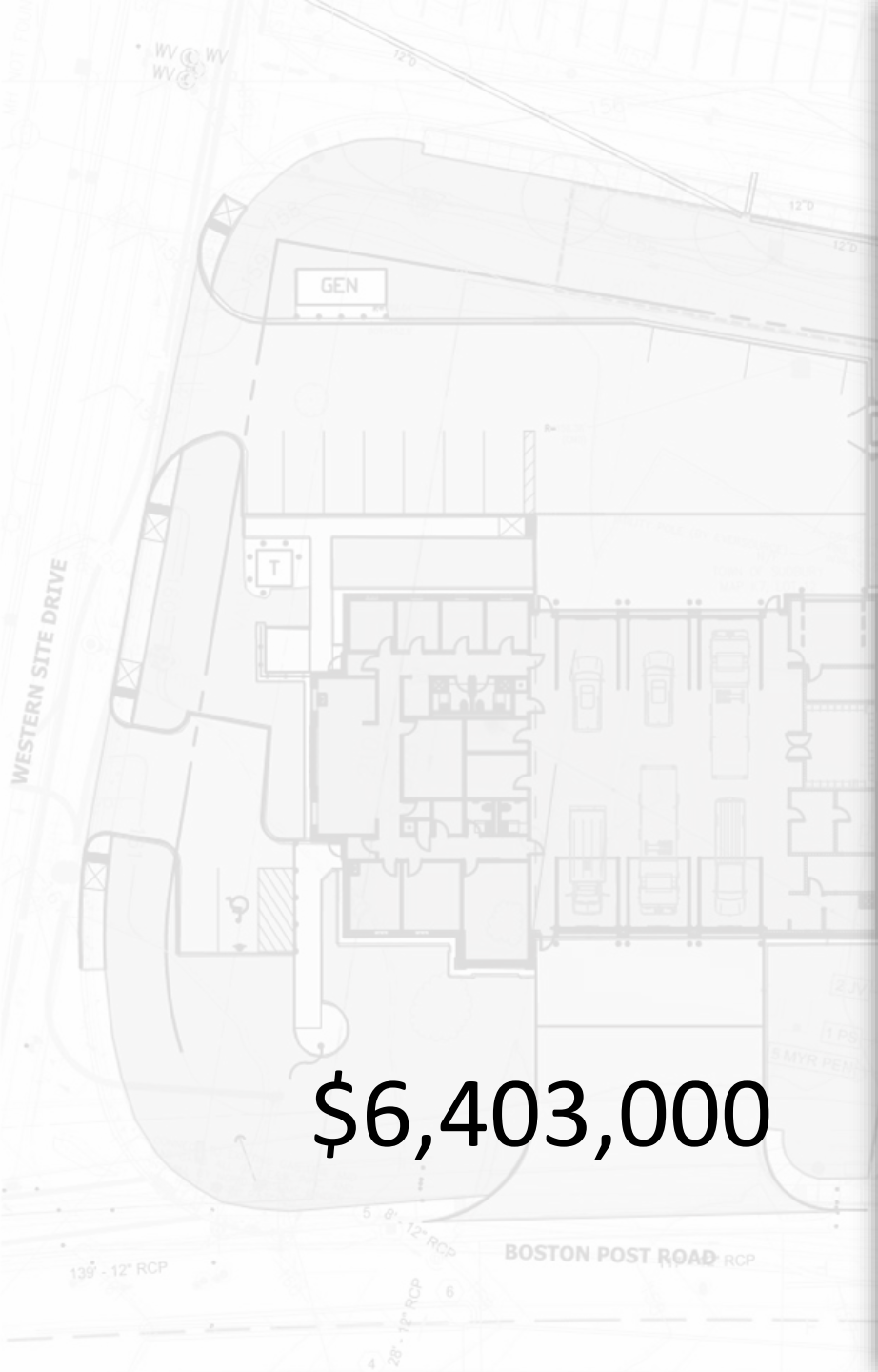
# Sudbury Fire Station 2

September, 2019

## Opinion of Probable Costs Schematic Design Level: PHASE II

**KAESTLE BOOS**  
associates, inc

Description	Subtotals/ Total	Comments
<b>Construction Costs</b>		
Demolition	\$19,000	
Hazmat Abatement	\$25,000	Allowance
Sitework	\$472,235	
New Building Construction	6,626 SF \$2,498,111	
<b>Subtotal:</b>	<b>\$3,014,346</b>	
Schematic Level Estimating Contingency @ 10.0%	\$301,435	
<b>Subtotal Direct Construction Costs:</b>	<b>\$3,315,781</b>	
General Conditions & Overhead @ 8.00%	\$265,262	
Insurance @ 1.00%	\$35,810	
Bonds @ 0.65%	\$23,510	
GC Fee (Profit) @ 3.00%	\$109,211	
Permit Fee @ 1.50%	Waived by Town	Confirm
Escalation (Bid 1st Quarter of 2024) @ 23.75%	\$890,426	
<b>Subtotal Construction Cost:</b>	<b>\$4,640,000</b>	
<b>Indirect Project Costs</b>		
Temp Apperatus Enclosure	\$250,000	Allowance (12 mon. rent)
Arch. & Eng. Fees	\$383,000	
Add Services & Reimbursables	\$50,000	
Peer Review	\$6,000	
Owner's Project Manager	\$231,000	
Firematic Equipment	\$150,000	Allowance
Furniture & Furnishings	\$15,000	Allowance
Communications Equipment	\$20,000	Owner's Allowance
Moving	\$30,000	
Bid Doc Reproduction / Miscellaneous	\$5,000	Assume OnLine Service
Legal/Advertising	\$5,000	
Material Testing	\$35,000	
<b>Subtotal Indirect Project Costs:</b>	<b>\$1,180,000</b>	
<b>Owner's Contingency (10% of all costs):</b>	<b>\$583,000</b>	
<b>Total PHASE II Cost:</b>	<b>\$6,403,000</b>	

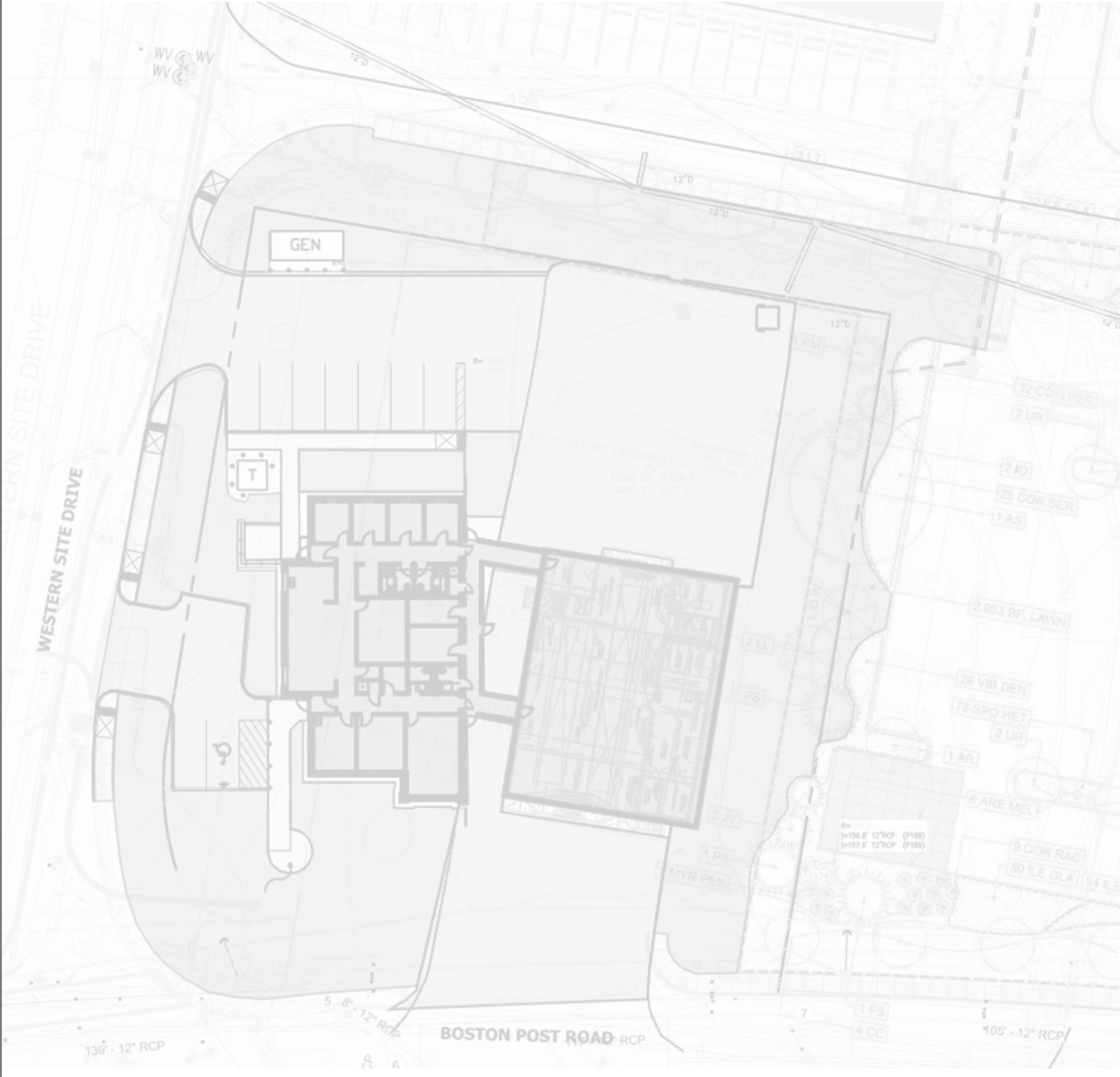


# \$6,403,000

## Opinion of Probable Cost Phase 2

Attachment 9.a: Fire Station # 2 Selectboard\_Handout\_2021\_01\_26 (4345 : Fire Station

# Full Project OPC --- (unphased)



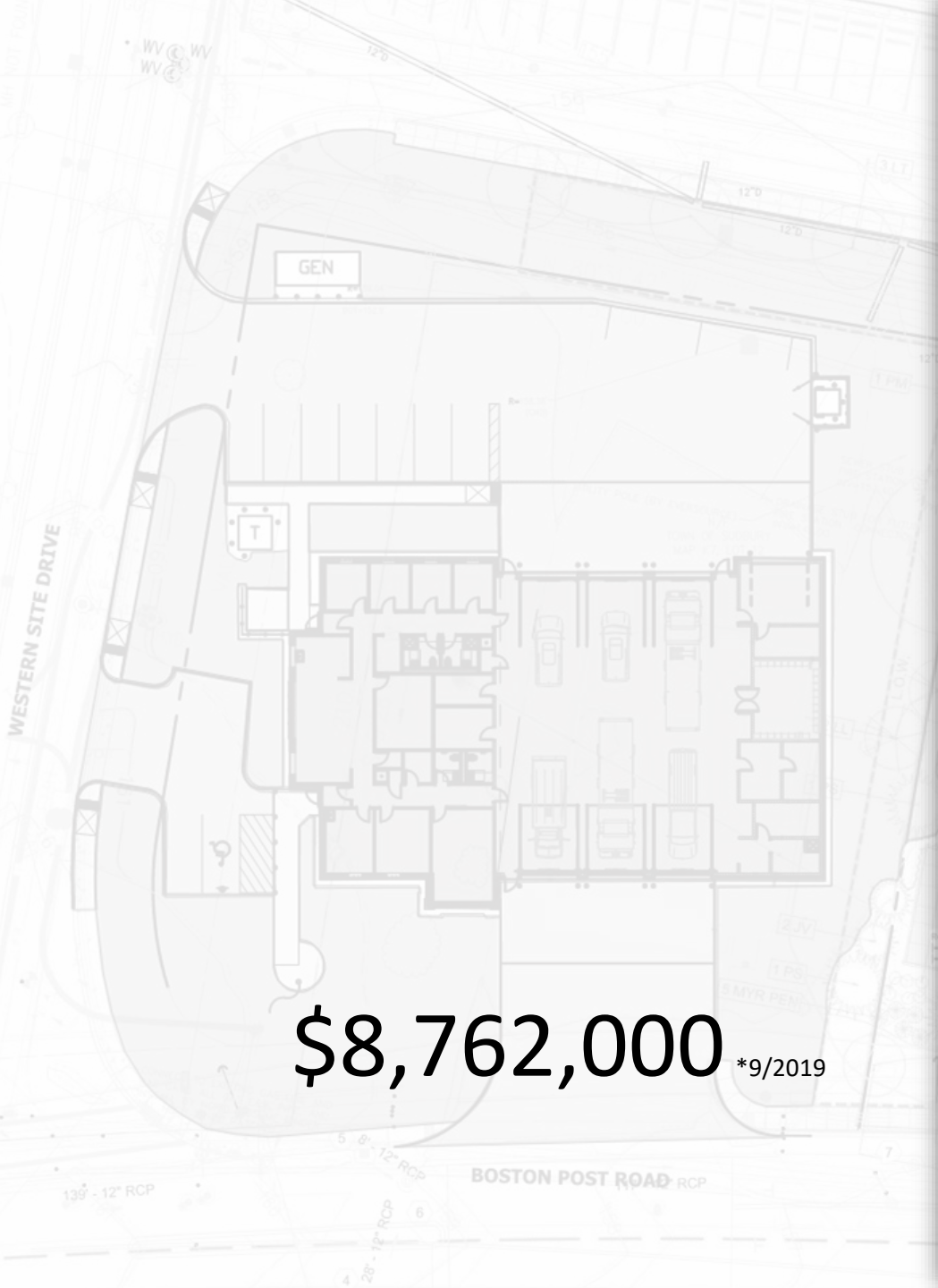


# Sudbury Fire Station 2

September, 2019

## Opinion of Probable Costs Schematic Design Level: Full Project

**KAESTLE BOOS**  
associates, inc



**\$8,762,000** \*9/2019

Description	Subtotals/Total	Comments
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### Construction Costs

Building Demolition	\$20,000	
Hazmat Abatement	\$15,000	Allowance
Sitework	\$770,140	
New Building Construction	9,354 SF \$4,012,506	
<b>Subtotal:</b>	<b>\$4,817,646</b>	
Schematic Level Estimating Contingency @ 10.0%	\$481,765	
<b>Subtotal Direct Construction Costs:</b>	<b>\$5,299,411</b>	
General Conditions & Overhead @ 7.50%	\$397,456	
Insurance @ 1.00%	\$56,969	
Bonds @ 0.65%	\$37,400	
GC Fee (Profit) @ 3.00%	\$173,737	
Permit Fee @ 1.50%	Waived by Town	Confirm
Escalation (Bid 1st Quarter of 2021) @ 8.75%	\$522,027	
<b>Subtotal Construction Cost:</b>	<b>\$6,487,000</b>	

### Indirect Project Costs

Temp Relocation	\$240,000	Allowance
Land Survey	\$5,000	(incorp. additional land)
Geotechnical Investigation	\$10,000	
Arch. & Eng. Fees	\$513,000	
Add Services & Reimbursables	\$50,000	
Peer Review	\$5,000	
Owner's Project Manager	\$258,000	
Firematic Equipment	\$150,000	Allowance
Furniture & Furnishings	\$90,000	Allowance
Communications Equipment	\$50,000	Owner's Allowance
Network & Computers	\$25,000	Owner's Allowance
Utility Backcharge	\$20,000	Allowance
Moving	\$25,000	
Bid Doc Reproduction / Miscellaneous	\$5,000	Assume OnLine Service
Legal/Advertising	\$5,000	
Material Testing	\$25,000	
<b>Subtotal Indirect Project Costs:</b>	<b>\$1,476,000</b>	

**Owner's Contingency** (10% of all costs): **\$799,000**

**Total Project Cost: \$8,762,000**

9.a

Opinion of Probable Cost  
-----  
Full Project

Attachment 9.a: Fire Station # 2 Selectboard\_Handout\_2021\_01\_26 (4345 : Fire Station





## Room and Size Shcdule

**KAESTLE BOOS**  
associates, inc

Room Name	Length x Width	Area	Comments
<b>PHASE 1</b>			
BUNK ROOM	10'-0" x 11'-0"	110 SF	Phase 1
BUNK ROOM	10'-0" x 11'-0"	110 SF	Phase 1
BUNK ROOM	10'-0" x 11'-0"	110 SF	Phase 1
BUNK ROOM	10'-0" x 11'-0"	110 SF	Phase 1
CUST.	6'-0" x 3'-0"	18 SF	Phase 1
CUST.	3'-0" x 8'-0"	24 SF	Phase 1
DAY ROOM	12'-6" x 24'-0"	300 SF	Phase 1
ELECTRICAL ROOM	14'-0" x 7'-0"	98 SF	Phase 1
FIRST AID	11'-6" x 15'-0"	171 SF	Phase 1
FITNESS	13'-6" x 17'-6"	236 SF	Phase 1
FRONT VESTIBULE	7'-0" x 5'-0"	35 SF	Phase 1
IT ROOM	7'-0" x 7'-0"	49 SF	Phase 1
KITCHEN	13'-0" x 10'-6"	136 SF	Phase 1
LAUNDRY	6'-0" x 8'-0"	48 SF	Phase 1
LT. OFFICE	13'-0" x 15'-0"	195 SF	Phase 1
MECHANICAL ROOM	14'-0" x 10'-0"	140 SF	Phase 1
REAR VESTIBULE	7'-0" x 5'-0"	35 SF	Phase 1
STORAGE	6'-0" x 4'-0"	23 SF	Phase 1
TOILET	6'-3" x 7'-3"	45 SF	Phase 1
TOILET	8'-6" x 7'-6"	65 SF	Phase 1
TOILET	8'-6" x 7'-6"	65 SF	Phase 1
TOILET	6'-3" x 7'-3"	45 SF	Phase 1
WATCH / OFFICE	15'-0" x 22'-0"	330 SF	Phase 1
		2,498 SF	
<b>PHASE 2</b>			
APPARATUS BAY	61'-0" x 70'-6"	4300 SF	Phase 2
BUNKER	16'-0" x 18'-6"	296 SF	Phase 2
DECON	11'-6" x 8'-0"	92 SF	Phase 2
EMS PREP	9'-6" x 14'-0"	133 SF	Phase 2
EMS STOR.	8'-6" x 14'-0"	119 SF	Phase 2
HOSE STOR.	3'-0" x 14'-0"	42 SF	Phase 2
HOSE STOR.	3'-0" x 8'-6"	26 SF	Phase 2
LAUNDRY	15'-6" x 8'-0"	124 SF	Phase 2
MECHANIC'S WORKROOM	19'-0" x 14'-6"	275 SF	Phase 2
PARTS STORAGE	7'-6" x 16'-0"	120 SF	Phase 2
		5,527 SF	

# Room & Size Schedule

Attachment 9.a: Fire Station # 2 Selectboard\_Handout\_2021\_01\_26 (4345 : Fire Station

# Costs of Phased Option

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Phase 1 = \$4,103,000 \*

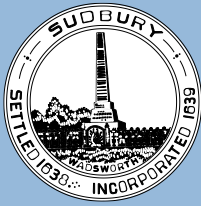
Phase 2 = \$6,403,000

Total Phase Cost = \$10,506,000 \*

Complete Project = \$8,762,000 \*

Phase Cost Escalation = \$1,743,000 \*

\*9/2019 Estimate



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**10: Sewataro discussion**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Review and discussion of audited Sewataro financials

Recommendations/Suggested Motion/Vote: Review and discussion of audited Sewataro financials

Background Information:  
See attached documents. Scott Brody to attend.

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:  
Patty Golden                      Pending  
Henry L Hayes                    Pending  
Jonathan Silverstein            Pending  
Janie Dretler                     Pending  
Daniel E Carty                    Pending  
Select Board                      Pending

01/26/2021 6:30 PM



**From:** Joe Mercurio <[jmercurio@gkpc.com](mailto:jmercurio@gkpc.com)>  
**Sent:** Wednesday, January 6, 2021 10:33 AM  
**To:** Hayes, Henry <[HayesH@sudbury.ma.us](mailto:HayesH@sudbury.ma.us)>  
**Cc:** Scott Brody <[scott@kenwood-evergreen.com](mailto:scott@kenwood-evergreen.com)>  
**Subject:** Camp Sewataro Financial Statements

Good Morning Henry,  
Attached please find Camp Sewataro's financial statements for the period ended September 30, 2020, as prepared by Korbey Lague CPA's.

There is one material difference from the first set of financials that were prepared during November 2020, related to the depreciation expense calculation. The amount of depreciation expense reported has a direct effect on the revenue share calculation.

We originally selected an accelerated depreciation method for certain assets that, by acquiring the assets, had a direct effect of reducing normally deductible operating expenses, such as equipment rental and landscape/site maintenance. The accelerated depreciation method resulted in a depreciation expense of \$35K, and a Manager's Net Revenue (\$6K), or a loss of \$6K.

The firm that prepared the financial statements, Korbey Lague, used customary depreciation methods (not accelerated) for all assets in their calculation, as required by the American Institute of Certified Public Accountants (AICPA). As a result, depreciation expense was lower, and Manager's Net Revenue increased to a positive \$15,682. Camp Sewataro, under the terms of the Management Contract, would owe the Town of Sudbury 20% of the \$15,682, or \$3,136.40.

Can you please advise on how we should proceed? How should payment be forwarded to the Town? Happy to discuss by phone, and/or provide any additional information needed.

Thank you,  
Joe

**Joseph Mercurio MST, CPA**

GEORGE KAPLAN, PC  
CERTIFIED PUBLIC ACCOUNTANTS

[www.gkpc.com](http://www.gkpc.com)  
978-744-6300 x232

100 Cummings Center, Suite 265-F  
Beverly, MA 01915

Attachment10.a: Sewataro\_Mercurio\_email (4348 : Sewataro discussion)

**CAMP SEWATARO, LLC**  
FINANCIAL STATEMENTS  
AS OF SEPTEMBER 30, 2020  
TOGETHER WITH  
INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Attachment10.b: Camp Sewataro Financial Stmtns 12.31.2020 (4348 : Sewataro discussion)

**CAMP SEWATARO, LLC**

TABLE OF CONTENTS

SEPTEMBER 30, 2020

INDEPENDENT ACCOUNTANTS' REVIEW REPORT \_\_\_\_\_ 1

FINANCIAL STATEMENTS:

    Statement of Assets and Liabilities \_\_\_\_\_ 3

    Statements of Revenues and Expenses \_\_\_\_\_ 5

    Statements of Cash Flows \_\_\_\_\_ 6

    Notes to Financial Statements \_\_\_\_\_ 7

SUPPLEMENTARY INFORMATION:

    Schedules of Selling, General and Administrative Expense \_\_\_\_\_ 14

    Schedules of Management Fee and Revenue Share Calculation \_\_\_\_\_ 15

Attachment 10.b: Camp Sewataro Financial Stmtns 12.31.2020 (4348 : Sewataro discussion)



## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management  
Camp Sewataro, LLC  
Sudbury, Massachusetts

We have reviewed the accompanying financial statements of Camp Sewarto, LLC (a sole member limited liability company), which comprise the statement of assets and liabilities—contractual basis as of September 30, 2020, and the related statements of revenues and expenses—contractual basis and cash flows—contractual basis for the twelve months then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of Article 3 paragraph 3.2 of the contract between the Town of Sudbury, Massachusetts (a municipal corporation) and Camp Sewarto, LLC dated September 10, 2019 (the contract). Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with the financial reporting provisions of Article 3 paragraph 3.2 of the contract. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with the financial reporting provisions of Article 3 paragraph 3.2 of the contract.

### Basis of Accounting

We draw attention to Note A of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the financial reporting provisions of Article 3 paragraph 3.2 of the contract, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the financial reporting provisions of the contract referred to above. Our conclusion is not modified with respect to this matter.

### Restriction on Use

Our report is intended solely for the information and use of the managements of Camp Sewarto, LLC and the Article 3 paragraph 3.2 of the contract with the Town of Sudbury, Massachusetts through its Board of Selectmen and is not intended to be, and should not be, used by anyone other than these specified parties.

*Korbey Lague, PLLP*

December 30, 2020



## CAMP SEWATARO LLC

STATEMENT OF ASSETS AND LIABILITIES - CONTRACTUAL BASIS  
AS OF SEPTEMBER 30, 2020

## ASSETS

	<u>2020</u>
<b>Current Assets</b>	
Cash	\$ 1,027,478
Prepaid Expenses	4,836
<b>Total Current Assets</b>	<u>1,032,314</u>
<b>Property &amp; Equipment</b>	
Office Furniture	7,697
Equipment	16,033
Vehicles	43,728
<b>Total Property &amp; Equipment</b>	<u>67,458</u>
Less: Accumulated Depreciation	(12,399)
<b>Net Property &amp; Equipment</b>	<u>55,059</u>
<b>Other Assets</b>	
Intangible Assets	2,345
<b>Total Other Assets</b>	<u>2,345</u>
<b>Total Assets</b>	<u><u>\$ 1,089,718</u></u>

Attachment 10.b: Camp Sewataro Financial Stmt's 12.31.2020 (4348 : Sewataro discussion)

See accompanying notes and independent accountants' review report.

## CAMP SEWATARO LLC

STATEMENT OF ASSETS AND LIABILITIES - CONTRACTUAL BASIS  
AS OF SEPTEMBER 30, 2020

## LIABILITIES AND MEMBER EQUITY

	<u>2020</u>
<b>Current Liabilities</b>	
Accounts Payable	6,562
Deferred Tuition 2020	449,486
Accrued Expenses	<u>62,778</u>
<b>Total Current Liabilities</b>	<u>518,826</u>
<b>Long Term Liabilities</b>	
PPP Loan	534,389
SBA EIDL Loan	<u>150,000</u>
<b>Total Long Term Liabilities</b>	<u>684,389</u>
<b>Total Liabilities</b>	<u>1,203,215</u>
<b>Members' Capital</b>	
Member Draws	(219,179)
Net Income	<u>105,682</u>
<b>Total Members Capital and Retained Equity (Deficit)</b>	<u>(113,497)</u>
<b>Total Liabilities and Members' Equity</b>	<u><u>\$ 1,089,718</u></u>

Attachment 10.b: Camp Sewataro Financial Stmt 12.31.2020 (4348 : Sewataro discussion)

See accompanying notes and independent accountants' review report.

## CAMP SEWATARO LLC

**STATEMENT OF REVENUE AND EXPENSES - CONTRACTUAL BASIS  
FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2019  
THROUGH SEPTEMBER 30, 2020**

	<u>2020</u>
<b>Revenue</b>	
Tuition Revenue	\$ 2,568,705
Deferred Tuition	(449,487)
Refunds	<u>(53,730)</u>
<b>Net Tuition Revenue</b>	2,065,488
<b>Selling, General and Administrative Expenses</b>	<u>1,959,947</u>
<b>Income (Loss) from Operations</b>	<u>105,541</u>
<b>Other Income (Expense)</b>	
Interest Income	2
Finance Income	139
<b>Total Other Income (Expense)</b>	<u>141</u>
<b>Net Income (Loss) Before Taxes</b>	105,682
<b>Net Income (Loss)</b>	<u><u>\$ 105,682</u></u>

Attachment10.b: Camp Sewataro Financial Stmtns 12.31.2020 (4348 : Sewataro discussion)

## CAMP SEWATARO LLC

**STATEMENT OF CASH FLOWS**  
**FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2019**  
**THROUGH SEPTEMBER 30, 2020**

	2020
<b>Cash Flows from Operating Activities</b>	
Net Income (Loss)	\$ 105,682
<i>Adjustments to Reconcile Net Income to</i>	
<i>Net Cash Provided by (Used in) Operating Activities:</i>	
Depreciation	12,399
<b>(Increase) Decrease in:</b>	
Prepaid Expenses	(4,836)
<b>Increase (Decrease) in:</b>	
Accounts Payable	6,562
Accrued Expenses	62,778
Customer Deposits	449,486
<b>Net Cash Provided by (Used in) Operating Activities</b>	<b>632,071</b>
<b>Cash Flows from Investing Activities</b>	
Purchases of Property and Equipment	(67,458)
Intangible Assets	(2,345)
<b>Net Cash Provided by (Used in) Investing Activities</b>	<b>(69,803)</b>
<b>Cash Flows from Financing Activities</b>	
Proceeds from Loans	684,389
Owners Draws	(219,179)
<b>Net Cash Provided by (Used in) Financing Activities</b>	<b>465,210</b>
<b>Net Increase (Decrease) in Cash</b>	1,027,478
<b>Cash, at Beginning of Year</b>	-
<b>Cash, at End of Year</b>	<b>\$ 1,027,478</b>

Attachment10.b: Camp Sewataro Financial Stmt's 12.31.2020 (4348 : Sewataro discussion)

See accompanying notes and independent accountants' review report.

CAMP SEWATARO, L.L.C.  
 NOTES TO FINANCIAL STATEMENTS  
 For the 12 Month Period October 1, 2019 through September 30, 2020  
 (See Accountants' Review Report)

**Note A - Summary of Significant Accounting Policies**

This summary of significant accounting policies of Camp Sewataro, LLC (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who are responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Business Activity

The Company is a Massachusetts, seasonal day camp for children in preschool through 8<sup>th</sup> grade. The camp provides diverse, structured outdoor-focused programming to foster social, and emotional learning, develop authentic friendships and exposure to nature.

Cash and Cash Equivalents

On September 30, 2020, cash consists of deposits in bank checking accounts; there are no cash equivalents.

Basis of Accounting

The Company has prepared the accompanying financial statements to present the assets, liabilities, revenues, expenses, and cash flows of Camp Sewataro, LLC pursuant to the provisions of Article 3 paragraph 3.2 of the contract dated September 10, 2019 between Camp Sewataro, LLC and the Town of Sudbury Massachusetts. The contract specifies that Camp Sewataro, LLC prepare financial statements in which all assets are presented in accordance with accounting principles generally accepted in the United States of America and defines certain limitations expenditures to be used in the determination of Net Revenue to be used in the calculation of the management fee, and revenue share payments due to the Town of Sudbury.

Inventories

The company has no inventory.

Property and Equipment

Property and equipment are carried at cost. Depreciation of property and equipment is computed using straight-line and accelerated methods for financial reporting purposes at rates based on the following estimated useful lives:

	<u>Years</u>
Motor Vehicles	5
Machinery and Equipment	3 - 10
Furniture and Fixtures	3 - 10
Engineering Equipment	3 - 10
Buildings and Improvements	20 – 39



**Note A - Summary of Significant Accounting Policies (Continued)**

Property and Equipment (Continued)

For federal income tax purposes, depreciation is computed using the accelerated cost recovery system and the modified accelerated cost recovery system. Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

Use of Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising

The Company follows the policy of charging the costs of advertising to expense as incurred.

Limited Liability Company / Income Taxes

The financial statements include only those assets, liabilities, and results of operations which relate to the business of the Company. The financial statements do not include any assets, liabilities, revenue, or expenses attributable to the members' individual activities. The Company files its income tax returns on the accrual basis as a schedule -C for federal and state income tax purposes. As such, the Company will not pay any federal income taxes, as any income or loss will be included in the federal tax returns of the individual member. Accordingly, no provision is made for federal income taxes in the financial statements.

Fair Values of Financial Instruments

The Company is required to disclose estimated fair values for its financial instruments. The carrying amounts of financial instruments including cash, and accounts payable and deferred revenue approximated fair value as of September 30, 2020.

Compensated Absences

The company does not accrue for compensated absences due to the seasonal nature of its employment and operations.

Attachment 10.b: Camp Sewataro Financial Stmtns 12.31.2020 (4348 : Sewataro discussion)

**Note A - Summary of Significant Accounting Policies (Continued)**

Concentration of Credit Risk

The Company maintains cash balances at local financial institutions. The balances at times may exceed federally insured limits. Accounts that are held at local financial institutions are insured by the Federal Deposit Insurance Corporations (FDIC) up to \$250,000.

Revenue Recognition

The Company adopted Accounting Standards Update (ASU) No 2014-09, Revenue from Contracts with Customers (Topic 606) as of September 30, 2020. The ASU provides a single principles-based revenue recognition model with a five-step analysis of transactions to determine when and how revenue is recognized. The adoption of the ASU did not have an impact on the Company's results of operations.

Accounts Receivable

The Company's registration policy requires that all tuition be paid in full prior to the camper's attendance at the camp.

Subsequent Events

The Company's management has evaluated the subsequent through December 30, 2020, the date on which the financial statements were available to be issued and found no significant events requiring disclosure.

**Note B – Prepaids**

Prepaid assets as of September 30, 2020 is comprised prepayments for auto and liability insurance premiums.

**Note C- Intangible Assets**

As of September 30, 2020, intangible assets comprised of legal fees associated with the securing a trademark.

**Note D – Accounts Payable**

Accounts payable consist of trade accounts payable due under normal payment terms.

**Note E – Deferred Revenue**

The Company developed a detailed COVID-19 mitigation strategy to avoid the risk of viral spread at the camp. Parents who were uncomfortable with sending their child to day camp or who had a child at high risk for severe illness or if someone in a camper's family household is at high-risk, were provided the opportunity to have their tuition payments applied as a deposit towards the 2021 camping season.

Attachment 10.b: Camp Sewataro Financial Stmt 12.31.2020 (4348 : Sewataro discussion)

CAMP SEWATARO, L.L.C.  
NOTES TO FINANCIAL STATEMENTS  
For the 12 Month Period October 1, 2019 through September 30, 2020  
(See Accountants' Review Report)

**Note F – Accrued Expenses**

The Company has the following accrued expenses on September 30, 2020:

	<b>2020</b>
Accrued management fee	\$ 60,000
Credit Card	<u>2,778</u>
<b>Total Accrued Expenses</b>	<b><u>\$ 62,778</u></b>

**Note G - Long Term Debt**

Long term debt consists of the following on September 30, 2020:

	<b>2020</b>
SBA Economic Injury Disaster Loan with equal installment payments, including principal and interest of \$731.00 monthly commencing June 24, 2021. Interest accrues at a rate of 3.75% per annum with each payment applied first to interest accrued to the date of receipt of each payment, and the balance if any, will be applied to principle.	\$ 150,000
Paycheck Protection Program Advance	<u>534,389</u>
Total Note Payable	684,389
Less: Current Portion	
Long Term Debt	<b><u>\$ 684,389</u></b>

Maturities on long term debt are as follows:

<b>Period ended September 30,</b>	<b>Amount</b>
2021	
2022	
2023	\$ 2,117
2024	<u>3,282</u>
Thereafter	<b><u>\$ 144,600</u></b>

**Payroll Protection Loan**

The Company received loan proceeds in the amount \$534,389 under the Paycheck Protection Program (“PPP”). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”), provides for loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable after eight weeks if the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the 24-week period measurement period.

CAMP SEWATARO, L.L.C.  
 NOTES TO FINANCIAL STATEMENTS  
 For the 12 Month Period October 1, 2019 through September 30, 2020  
 (See Accountants' Review Report)

**Payroll Protection Loan, (continued)**

Any unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months. The Company intends to use the proceeds for purposes consistent with the PPP. While the Company currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, we cannot be assured that actions that could cause the Company to be ineligible for forgiveness of the loan, in whole or in part. As of the date of these financial statements the PPP loan has not been forgiven.

**Note H – Long Term Contracts**

On September 10, 2019, the company entered a long-term contract with the town of Sudbury, a Massachusetts municipal corporation for a day camp operator and management of real property. Under the terms of this agreement Camp Sewataro, LLC will manage the property located at 1 Liberty Ledge, Sudbury Massachusetts. The property consists of approximately 44.3 acres, various structures used for day camp purposes, together with tennis courts, basketball courts, swimming pool, a swimming pond, playing fields, horse riding stables and various other facilities used for day camp purposes.

Control of the property will remain under the custody and control of the Town, acting by and through the Board of Selectmen. The term of the agreement is for three years beginning on September 10, 2019. The initial term may be extended for up to two (2) additional terms of five (5) years each by mutual written agreement of the Parties provided the Manger has substantially complied with all material terms and conditions of the agreement.

Under the terms of the agreement a management fee will be paid to the Town of Sudbury comprised on an annual fee and a variable revenue share payment as follows:

**Annual Fee**

An annual fee of \$120,000 per each year of the initial term paid in equal installments of \$60,000 on each due on or before May 1<sup>st</sup> and December 1<sup>st</sup> of each year of the initial term.

**Revenue Share**

The revenue share payment is due on December 15<sup>th</sup> of each year and is calculated as follows:

- 20.00% of the first \$500,000 of Net Revenue
- 25.00% of the next \$500,000 of Net Revenue
- 33.33% of all net revenue more than \$1,000,000

Net revenue for purposes of calculating the revenue share calculation is defined as all revenues and receipts received during the fiscal year minus reasonable, usual, and customary operating expenses associated with day camp operations, programmatic activities on the property or other events on the property. There are specific restrictive provisions on compensation to the sole member and other expenditures. As of September 30, 2020, the restrictive covenants of the contract have been met.



**Note I – Retirement Plan**

The Company by a Joinder Agreement with K & E Camp Corporation has elected to provide 401(k) safe harbor plan benefits that allows employees to defer up to elective deferral limits established each year by the Internal Revenue Service. The Company's matching contribution shall be allocated to eligible participants except for the manager. The matching formula is one of two rates as follows:

**Rate One:**

100% of the Participant's matched employee contributions that are not more than 3% of the Participant's compensation; plus

**Rate Two:**

50% of the amount of the Participant's Matched employee contributions that exceed 3% of the participant's contributions but that do not exceed 5% of the participant's compensation.

As of September 30, 2020, the company's profit-sharing contributions related to the plan was \$6,861.

Attachment 10.b: Camp Sewataro Financial Stmt's 12.31.2020 (4348 : Sewataro discussion)

**SUPPLEMENTARY INFORMATION**

## CAMP SEWATARO LLC

**SCHEDULES OF SELLING, GENERAL AND ADMINISTRATIVE EXPENSES  
FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2019  
THROUGH SEPTEMBER 30, 2020**

	<u>2020</u>
<b>Selling, General and Administrative Expenses</b>	
Advertising	\$ 14,734
Auto Expense	2,793
Camp Activities	56,341
Contract Services	3,100
Credit Card Processing	66,062
Depreciation	12,399
Dues & Subscriptions	43,716
Employee Benefits	23,668
Field Trips	1,110
Insurance Expense	58,300
Management Fee	120,000
Meals & Entertainment	7,526
Office Expense	23,126
Payroll Processing	3,181
Pension Expense	6,861
Ponds and Pools	6,530
Professional Fees	66,856
Repairs & Maintenance	128,060
Salaries & Wages - Staff	995,997
Taxes - Other	86
Taxes - Payroll	85,581
Telephone	6,670
Town Events	217
Transportation	141,589
T-shirts and Sweatshirts	4,947
Utilities	52,441
Workers Comp Insurance	<u>28,055</u>
<b>Total Selling, General and Administrative Expenses</b>	<b><u>\$ 1,959,947</u></b>

Attachment10.b: Camp Sewataro Financial Stmt's 12.31.2020 (4348 : Sewataro discussion)

**CAMP SEWATARO  
SCHEDULE OF REVENUE SHARE CALCULATION**

**FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2019  
THROUGH SEPTEMBER 30, 2020**

<b>Net Income (Loss)</b>	\$ 105,682
Add:	
Management fee accrued but not paid	60,000
Less:	
Manager compensation limitation	(150,000)
<b>Total Net Revenue - (Loss)</b>	<u><u>\$ 15,682</u></u>

Attachment 10.b: Camp Sewataro Financial Stmt's 12.31.2020 (4348 : Sewataro discussion)

See accompanying independent accountants' review report



**Camp Sewataro, LLC**  
**Profit and Loss**  
**Revenue Share Calculation Worksheet**  
**October 2019 - September 2020**

November 11, 2020 Accrual Basis

	<b>FYE 9/30/20</b>
<b>Income</b>	
<b>4000 Tuition - Even Year Season</b>	
4001 Tuition E S - CC	1,833,538.18
4002 Tuition E S - ECheck	159,379.00
4003 Tuition E S - Check	126,300.95
<b>Total 4000 Tuition - Even Year Season</b>	<b>\$ 2,119,218.13</b>
<b>4060 Refund</b>	
4062 Bus Refund	-2,464.95
4072 Tuition Refund	-51,265.50
<b>Total 4060 Refund</b>	<b>-\$ 53,730.45</b>
<b>Total Income</b>	<b>\$ 2,065,487.68</b>
<b>Gross Profit</b>	<b>\$ 2,065,487.68</b>
<b>Expenses</b>	
<b>6000 Activity Expense</b>	
6002 Archery	1,109.15
6004 Boating	36.62
6006 Camp Craft	20.91
6008 Camper Supplies	12,622.95
6010 Challenge Course	1,338.54
6012 CIT	41.87
6014 Clinic	6,938.94
6016 Crafts	2,568.59
6018 Creative Arts	41.95
6024 Special Events	100.00
6028 Fishing	1,272.17
6032 Garden/Cooking	1,377.11
6034 Golf	67.98
6038 Misc. - Activity	0.00
6042 Music studio	2,338.04
6044 Nature	262.73
6052 Paintball	618.06
6056 Pins	6,763.92
6068 Sports/Various Activities	6,046.58
6076 Waterfront	786.23
6080 PPE & Covid Expenses	11,988.79
<b>Total 6000 Activity Expense</b>	<b>\$ 56,341.13</b>
<b>6100 Advertising</b>	
6106 Misc. - Advertising	2,046.30
6108 Recruitment	2,513.99
6112 Promotional	3,514.24
6114 Referral Fees - Camper	2,250.00
6120 Web Site	4,409.28
<b>Total 6100 Advertising</b>	<b>\$ 14,733.81</b>

Attachment10.c: Camp Sewataro Revenue Share FYE 9.30.2020 (4348 : Sewataro discussion)

**Camp Sewataro, LLC**  
**Profit and Loss**  
**Revenue Share Calculation Worksheet**  
**October 2019 - September 2020**

November 11, 2020 Accrual Basis

	<b>FYE 9/30/20</b>
6150 Camp Insurance	25,193.98
6152 Auto	1,311.82
6156 Comm Package	22,323.00
6158 Comm Umbrella	8,729.25
6162 Employment Related Practices	742.19
6170 Workers Compensation	28,055.00
<b>Total 6150 Camp Insurance</b>	<b>\$ 86,355.24</b>
6190 Contract Services	3,100.00
6200 Dues & Fees	488.75
6202 Appreciation	2,768.09
6208 CampMinder License Fees	6,600.00
6212 Corp Rpt Fee	5,511.71
6214 Courses	10,707.55
6222 Misc. - Dues & Fees	11,596.90
6226 Permits	155.48
6228 Subscriptions	5,617.62
6230 Water Testing	270.00
6232 Management Fee-Town of Sudbury	60,000.00
<b>Total 6200 Dues &amp; Fees</b>	<b>\$ 103,716.10</b>
6250 Employee Benefits	5,040.65
6252 Health Insurance	18,627.61
<b>Total 6250 Employee Benefits</b>	<b>\$ 23,668.26</b>
6280 Field Trips	1,110.00
6300 Financial	
6302 Bank Charges	-139.00
6304 Credit Card Processing Fees	66,061.92
<b>Total 6300 Financial</b>	<b>\$ 65,922.92</b>
6320 Food	
6322 Campers	93.00
6324 CIT	31.07
6326 Counselors	1,069.27
6330 Office Meeting	1,146.03
6336 Appreciation	5,186.24
<b>Total 6320 Food</b>	<b>\$ 7,525.61</b>
6350 Office	
6352 Computer	6,736.21
6354 Software	104.23
6356 Computer Equipment	116.86
6358 Computer Service	6,250.79
6360 Office equipment	4,916.40
6362 Office Supplies	4,127.61
6364 Postage & Freight	873.68
<b>Total 6350 Office</b>	<b>\$ 23,125.78</b>

Attachment10.c: Camp Sewataro Revenue Share FYE 9.30.2020 (4348 : Sewataro discussion)

**Camp Sewataro, LLC**  
**Profit and Loss**  
**Revenue Share Calculation Worksheet**  
**October 2019 - September 2020**

November 11, 2020 Accrual Basis

	<u>FYE 9/30/20</u>
<b>6400 Payroll</b>	
6402 Employee Gross - Full Year	995,997.04
6406 Payroll Employer Tax	85,581.32
6408 Payroll Processing fees	3,180.95
6410 Pension	6,860.72
<b>Total 6400 Payroll</b>	<b>\$ 1,091,620.03</b>
<b>6450 Pond &amp; Pools</b>	6,530.20
<b>6470 Professional Fees</b>	475.00
6472 Accounting	28,835.12
6474 Legal	37,358.83
<b>Total 6470 Professional Fees</b>	<b>\$ 66,668.95</b>
<b>6500 Repair - Building</b>	
6502 Cleaning	10,925.00
6504 Electrician	2,301.56
6508 Misc. - Repair Building	31,550.69
6510 Equipment	970.65
6516 Plumbing	79.00
<b>Total 6500 Repair - Building</b>	<b>\$ 45,826.90</b>
<b>6550 Repair - Grounds</b>	
6551 Tools	7,490.64
6554 Misc. - Repair Grounds	66,787.95
6556 Rubbish	3,712.50
6558 Signs	4,236.09
6560 Tennis Courts	106.96
<b>Total 6550 Repair - Grounds</b>	<b>\$ 82,334.14</b>
<b>6600 Taxes</b>	86.36
<b>6620 Tee Shirts &amp; Sweatshirts</b>	4,946.75
<b>6630 Town Events</b>	217.09
<b>6640 Transportation - General</b>	141,589.00
<b>6700 Utilities</b>	
6704 Electric	18,129.54
6706 Water	16,660.58
6708 Telephone	6,669.86
6710 Oil & Propane	17,651.23
<b>Total 6700 Utilities</b>	<b>\$ 59,111.21</b>
<b>6750 Vehicles</b>	63.40
6752 Fuel	2,000.24
6754 Maintenance	729.77
<b>Total 6750 Vehicles</b>	<b>\$ 2,793.41</b>
<b>Total Expenses</b>	<b>\$ 1,887,322.89</b>
<b>Net Operating Income</b>	<b>\$ 178,164.79</b>
<b>Other Income</b>	
7000 Interest Income	1.76

Attachment10.c: Camp Sewataro Revenue Share FYE 9.30.2020 (4348 : Sewataro discussion)

**Camp Sewataro, LLC**  
**Profit and Loss**  
**Revenue Share Calculation Worksheet**  
**October 2019 - September 2020**

November 11, 2020 Accrual Basis

		<b>FYE 9/30/20</b>	
Total Other Income	\$	1.76	
Other Expenses			
8000 Depreciation Expense		35,056.11	<i>See attached schedule</i>
Total Other Expenses	\$	35,056.11	
Net Other Income	-\$	35,054.35	
Net Income	\$	143,110.44	

**Adjustments to Net Income:**

Less Scott Brody Compensation		150,000.00	
Manager's Net Revenue (Loss)		(6,889.56)	
Revenue Share Percentage, Year 1		20%	
Revenue Share Payment, Year 1		-	

Attachment10.c: Camp Sewataro Revenue Share FYE 9.30.2020 (4348 : Sewataro discussion)



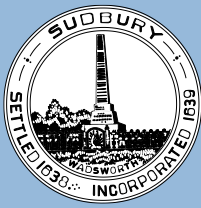
**Camp Sewataro LLC  
Depreciation Expense**

Financial

Fiscal Operating Year 10/01/2019 - 09/30/2020

System No.	Description	Date In Service	Method	Life	Cost	Bus./ Inv. %	Beg. Accum. Depreciation	Current Depreciation	Total Depreciation
<b>Camp Sewataro LLC</b>									
1	2018 Club Car	11/1/2019	SL	1.0000	8,657.81	100.0000	0.00	8,657.81	8,657.81
2	Office Furniture	11/1/2019	SL	1.0000	7,697.48	100.0000	0.00	7,697.48	7,697.48
3	2016 Ford F250	2/14/2020	SL	3.0000	32,569.88	100.0000	0.00	10,856.63	10,856.63
4	2011 Club Car	3/6/2020	SL	1.0000	2,500.00	100.0000	0.00	2,500.00	2,500.00
5	Tent	6/19/2020	SL	3.0000	16,032.59	100.0000	0.00	5,344.20	5,344.20
<b>Total: Camp Sewataro LLC FYE 9.30.20</b>					<b>67,457.76</b>		<b>0.00</b>	<b>35,056.11</b>	<b>35,056.11</b>

Attachment 10.c: Camp Sewataro Revenue Share FYE 9.30.2020 (4348 : Sewataro discussion)



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**11: PBC discussion**

REQUESTOR SECTION

Date of request:

Requestor: Chair Dretler

Formal Title: Discussion of how the Select Board wants to handle appointments and re-appointments on the Permanent Building Committee (PBC).

Recommendations/Suggested Motion/Vote: Discussion of how the Board wants to handle appointments and re-appointments on the Permanent Building Committee (PBC).

Background Information:

Financial impact expected:

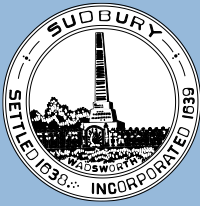
Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**12: Street Acceptances 2021 ATM article**

REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning and Community Development

Formal Title: For the Select Board to vote to intend to layout the following way at a public hearing on April 6, 2021 at 7:00 PM: Anthony Drive from North Road/Route 117 to a dead end, a distance of 613 feet +/-; and further to refer the proposed layout to the Planning Board for its report prior to the April 6, 2021 hearing, and to place this item on the May 3, 2021 Annual Town Meeting Warrant.

Recommendations/Suggested Motion/Vote: For the Select Board to vote to intend to layout the following way at a public hearing on April 6, 2021 at 7:00 PM:

Anthony Drive from North Road/Route 117 to a dead end, a distance of 613 feet +/-; and further to refer the proposed layout to the Planning Board for its report prior to the April 6, 2021 hearing, and to place this item on the May 3, 2021 Annual Town Meeting Warrant.

Background Information:

This is the first step in the process outlined on the attached schedule to accept Anthony Drive as a public way, with all future maintenance and repair to be done by the Town. Please see the attached schedule for further details.

---

Financial impact expected: The Town will be responsible for maintaining the accepted roadway within the Department of Public Works budget if Town Meeting votes in the affirmative.

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Adam Duchesneau

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM

January 20, 2021

TO: Henry Hayes, Town Manager  
 FROM: Elaine Jones, Town Counsel's Office  
 RE: Street Acceptance Schedule – 2021 Annual Town Meeting

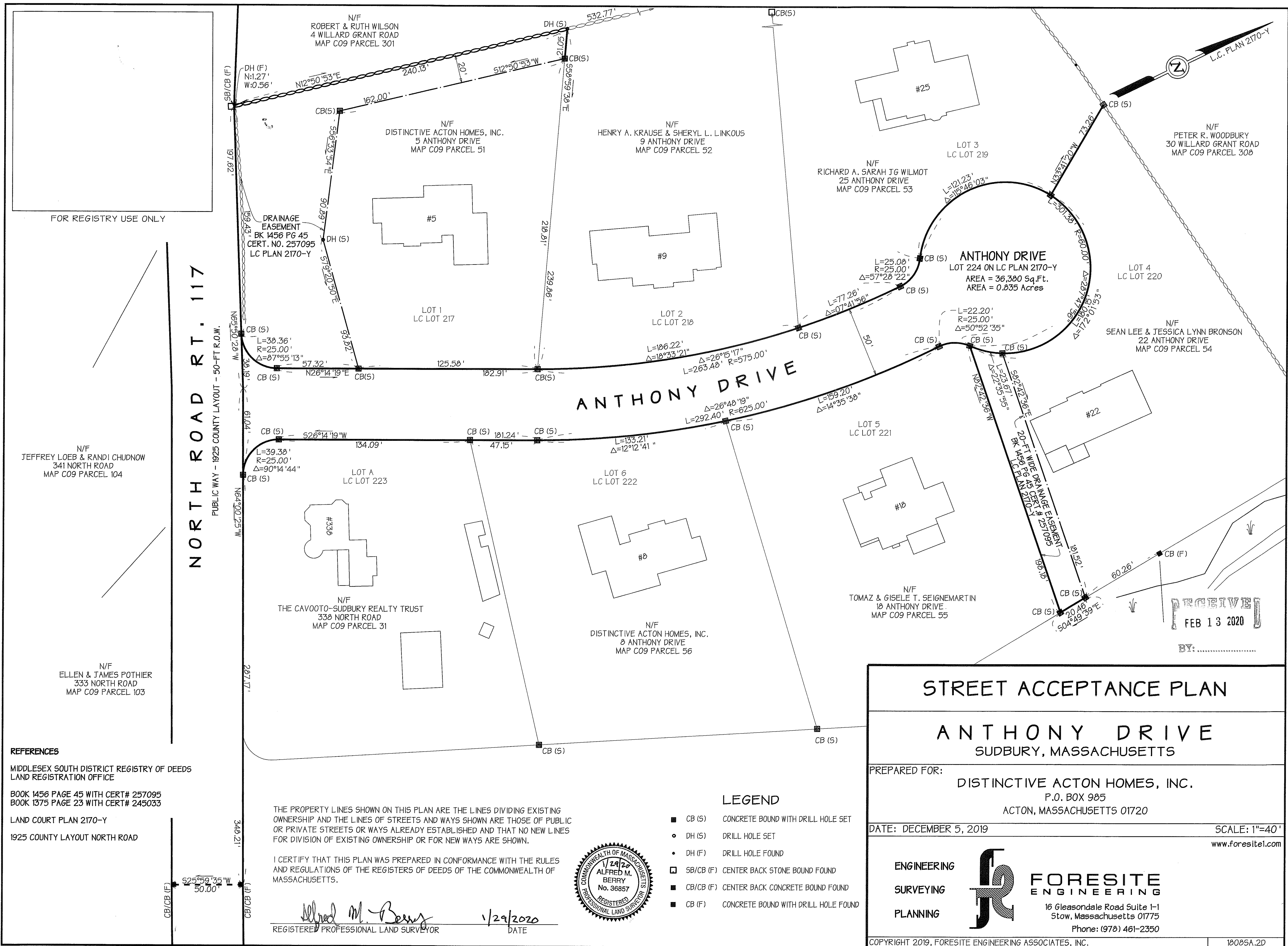
The following schedule of required actions by the Select Board for laying out Anthony Drive to be accepted by the 2021 Annual Town Meeting has been prepared as follows.

The first date (January 26, 2021) allows a 45+ day period for the Planning Board report, so the layout (April 6, 2021) can proceed in the event a report is not received.

- January 26th Select Board votes its intention to lay out the street in question on April 6, 2021 and refers to the Planning Board. Letter of referral written and sent to the Planning Board no later than February 1, 2021.
- March 29th Owners of property must be notified by no later than this date. Town Counsel's Office prepares notices and delivery instructions for Department of Public Works, or mails notices where applicable.
- April 6th Select Board, having received the Planning Board report or 45 days having elapsed, votes the layout and signs form prepared by Town Counsel's Office.
- April 21st Layout must be filed with the Town Clerk by this date.
- May 3rd-4th Acceptance of layout at Annual Town Meeting. Upon acceptance by Town Meeting, Select Board adopts Order of Taking prepared by Town Counsel's Office within 120 days of termination of Town Meeting and Order of Taking is recorded within thirty days of its adoption.

cc: Dan Nason, Director of Public Works  
 Adam Duchesneau, Director of Planning & Community Development  
 Conservation Commission  
 Town Clerk  
 Select Board





FOR REGISTRY USE ONLY

NORTH ROAD RT. 117  
PUBLIC WAY - 1925 COUNTY LAYOUT - 50-FT R.O.W.

N/F  
JEFFREY LOEB & RANDI CHUDNOW  
341 NORTH ROAD  
MAP C09 PARCEL 104

N/F  
ELLEN & JAMES POTHIER  
333 NORTH ROAD  
MAP C09 PARCEL 103

**REFERENCES**

MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS  
LAND REGISTRATION OFFICE

BOOK 1456 PAGE 45 WITH CERT# 257095  
BOOK 1375 PAGE 23 WITH CERT# 245033

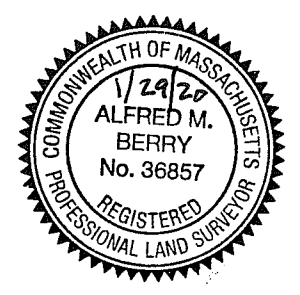
LAND COURT PLAN 2170-Y  
1925 COUNTY LAYOUT NORTH ROAD

THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP 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.

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

*Alfred M. Berry*  
REGISTERED PROFESSIONAL LAND SURVEYOR

1/29/2020  
DATE



- LEGEND**
- CB (S) CONCRETE BOUND WITH DRILL HOLE SET
  - DH (S) DRILL HOLE SET
  - DH (F) DRILL HOLE FOUND
  - SB/CB (F) CENTER BACK STONE BOUND FOUND
  - CB/CB (F) CENTER BACK CONCRETE BOUND FOUND
  - CB (F) CONCRETE BOUND WITH DRILL HOLE FOUND

**STREET ACCEPTANCE PLAN**

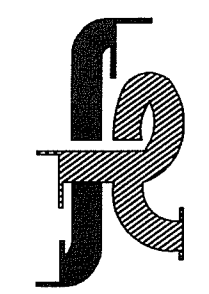
**ANTHONY DRIVE**  
SUDBURY, MASSACHUSETTS

PREPARED FOR:  
**DISTINCTIVE ACTON HOMES, INC.**  
P.O. BOX 985  
ACTON, MASSACHUSETTS 01720

DATE: DECEMBER 5, 2019 SCALE: 1"=40'

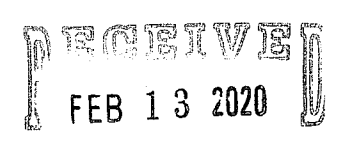
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Stow, Massachusetts 01775  
Phone: (978) 461-2350

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BY: .....

Attachment 12.b: Anthony Drive - Street Acceptance Plan 191205 (4347 - Street Acceptances 2021 ATM article)

**TOWN OF SUDBURY      WARRANT ARTICLE FORM      ARTICLE \_\_**

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Select Board's Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
- 4) Article wording must be approved and article signed by Town Counsel before submission.

**ARTICLE XX.      STREET ACCEPTANCE – ANTHONY DRIVE**

To see if the Town will vote to accept the layout of the following way:

Anthony Drive from North Road/Route 117 to a dead end, a distance of 613 feet +/-

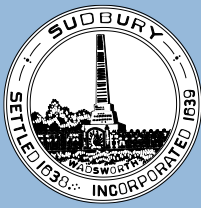
as laid out by the Select Board in accordance with the descriptions and plans on file in the Town Clerk's Office; to authorize the acquisition by purchase, by gift, or by eminent domain, an easement or fee simple, over the ways shown on said plans and any associated drainage, utility, or other easements; and to raise and appropriate or transfer from available funds a sum of money therefor and all expenses in connection therewith; or act on anything relative thereto.

Submitted by the Select Board. (Two-thirds vote required)

**SELECT BOARD REPORT:** This Article is the result of the recommendations of the Department of Public Works as to roads which meet legal requirements for acceptance. The Select Board has voted their intention to approve the layout of this road and have held a public hearing for the purpose prior to Town Meeting. If the above street is voted and accepted by the Town Meeting as a public way, all future maintenance and repair will be done by the Town.

**SELECT BOARD POSITION:** The Select Board supports this article.

**FINANCE COMMITTEE REPORT/:** The Finance Committee will report at Town Meeting.



SUDBURY SELECT BOARD

Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**13: Veterans district representative**

REQUESTOR SECTION

Date of request:

Requestor: Town Manager Hayes

Formal Title: (1) Authorize the Town Manager to act as the perpetual Sudbury representative in the Marlborough-Sudbury Regional Veterans' District. (2) Also vote to authorize the Town Manager to enter an InterMunicipal Agreement for a period beginning July 1, 2020 and ending June 30, 2021, with appropriate extensions and as legally reviewed.

Recommendations/Suggested Motion/Vote: (1) Authorize the Town Manager to act as the perpetual Sudbury representative in the Marlborough-Sudbury Regional Veterans' District. (2) Also vote to authorize the Town Manager to enter an InterMunicipal Agreement for a period beginning July 1, 2020 and ending June 30, 2021, with appropriate extensions and as legally reviewed.

Background Information:  
attached documents

Financial impact expected:

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM

Veterans' Services IMA between the City of Marlborough and the Town of Sudbury  
District Board Meeting 12-18-19

In Attendance (via conference call):

Nathan R. Boudreau, Executive Aide to the Mayor City of Marlborough

Maryanne Bilodeau, Interim Town Manager (and Asst. Town Manager/HR Director), Town of Sudbury

It was agreed to extend the Veterans' Services IMA between the City of Marlborough and the Town of Sudbury, which took effect 7/1/16:

In its current form except for the following amendment:

Item 4: Increase the Salary by 2% to \$867.18 per month effective 7/1/20.



**VETERANS' SERVICES INTER-MUNICIPAL AGREEMENT**  
**Between the City of Marlborough and the Town of Sudbury**

This inter-municipal agreement is entered into as of this \_\_\_ day of \_\_\_\_\_, 2021 (“Agreement”) by and between the City of Marlborough (“Marlborough”), a Massachusetts municipal corporation, and the Town of Sudbury (“Sudbury”), a Massachusetts municipal corporation, collectively the “Parties”.

WHEREAS, the parties previously approved the creation of a veterans’ services district to enable the Director of Marlborough’s Veterans’ Services Department (the “Director”) to perform the duties of such office for Sudbury and to share the services and costs associated with doing so by maintaining a Veterans’ Services District;

WHEREAS, the parties seek to extend the inter-municipal agreement relative to said district and this agreement is entered into pursuant to MGL c. 40, s. 4A and MGL c. 115, s 10 and has been approved by the Marlborough City Council, with the approval of its Mayor and the Select Board of the Town of Sudbury;

NOW, THEREFORE, in consideration of the promises herein, the parties agree to continue and maintain the “Marlborough – Sudbury Regional Veterans’ District” (the “District”) in accordance with the following terms:

1. District Board. The District Board shall be maintained in accordance with MGL c. 115, s. 11, composed of the mayor or his designee of Marlborough and the Town Manager of Sudbury. The District Board shall meet no less than once a year.
2. Duties:
  - (A) This Agreement contractually enables the Director of Marlborough’s Veterans’ Services Department (the “Director”) to perform the duties of such office for Sudbury. The Director will maintain separate accurate and comprehensive records of all services performed for Sudbury.
  - (B) Sudbury will provide for a part-time employee (“Agent/Administrative Assistant”) to serve as administrative support for the District. Said employee will be an employee of the Town of Sudbury.
  - (C) The Director of Veterans Services and the Agent/Administrative Assistant will develop a schedule of available hours in each community in consultation with the Town Manager of Sudbury and the Mayor of Marlborough. The Agent will endeavor to provide time at each location affording balanced accessibility to all veterans within the municipalities. The Director and the Agent/ Administrative Assistant will have the ability to serve all qualifying veterans and their dependents in both municipalities regardless of which office they are working in on any particular day.
  - (D) The Agent/Administrative Assistant will work under the direction of the Director of Veterans Services and assist the office in carrying out relevant duties under MGL c. 115

including but not limited to the coordination of benefits to eligible applicants, the completion of local and state compliance reports, and other duties as needed.

(E) The Director shall work with local Veterans' Councils from Marlborough and Sudbury to assist the Councils in coordinating all ceremonies and parades in Marlborough and Sudbury.

(F) Sudbury recognizes the ability of the Director to utilize accrued sick/vacation time which may, from time to time, coincide with his scheduled office availability in Sudbury. Marlborough shall ensure that the Director informs Sudbury in advance of such occurrences and that he/she takes appropriate steps to ensure adequate office coverage during such absences.

3. Term: The term of this Agreement shall be for a one (1) year period from July 1, 2020 until June 30, 2021, unless terminated sooner in accordance with the provisions of Paragraph 4 of this Agreement. The term of this agreement may be extended by unanimous action by the District Board, provided that the maximum term of this Agreement, including any extensions, shall not exceed twenty-five (25) years.

4. Termination: This Agreement may be terminated upon written notice by either party effective at the commencement of the next fiscal year. Said notice shall be in writing and shall be received by the other party on or before January 1 preceding the commencement of the next fiscal year on July 1.

5. Location and Time of Services: The Director and the Agent/ Administrative Assistant shall perform their duties in offices to be provided by both Marlborough and Sudbury.

6. Cost of District Operations:

- i. The Director shall be an employee of Marlborough, and the Director's salary and benefits will be paid by Marlborough.
- ii. The Agent/Administrative Assistant shall be an employee of Sudbury, and the Agent/Administrative Assistant's salary and benefits will be paid by Sudbury.
- iii. The assessment of District expenses associated with District Operations shall be as follows:
  1. Sudbury agrees to pay to Marlborough the amount of \$867.18 per month, by check made payable to the City of Marlborough, c/o Comptroller, 140 Main Street, Marlborough, MA 01752, for the term of this Agreement.
  2. Marlborough shall provide Sudbury with periodic financial statements that shall include: accurate and comprehensive records of the services performed under this agreement; the costs incurred; and the reimbursements and contributions received. Such reports shall be compiled and distributed on a quarterly basis.
  3. The parties agree that the District Board shall annually review the assessment, and the assessment may be amended for the next fiscal year by unanimous vote of the District Board.

4. Sudbury shall be provided with notice of any amendment to the assessment by December 1 preceding commencement of the next fiscal year on July 1.
5. The parties agree said assessment is fair and equitable.

7. Distribution of Benefits to Veterans: It is understood and agreed that the distribution of benefits payments to eligible Veterans in Marlborough and Sudbury under M.G.L. c. 115 shall be paid by the respective municipality in which the eligible Veteran resides.

8. Reimbursement by Commonwealth for Benefits. In accordance with MGL c. 115, s. 6, it is understood and agreed that the seventy-five percent (75%) reimbursement of Veterans' benefits from the Commonwealth of Massachusetts will be credited to either Marlborough or Sudbury depending upon which community that Veteran resides in.

9. Indemnification: Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, each party separately agrees to indemnify the other party, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Director and/or Agent/Administrative Assistant pursuant to this Agreement in or on behalf of the other party for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Veterans' Services District, Director, and/or Agent/Administrative Assistant while performing services for the Indemnifying Municipality. This obligation shall survive termination of this Agreement.

10. Insurance: The Parties agree that each has a minimum of \$1,000,000 of liability insurance through the Massachusetts Interlocal Insurance Association (MIIA) or equivalent, and that each party is covered by insurance for this joint venture as stated in the General Liability Coverage Form MGP 001.

11. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

14. Amendment. This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof.

16. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

17. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

18. Notices. Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

**FOR CITY:**

Mayor  
City of Marlborough  
140 Main Street  
Marlborough, MA 01752

**FOR TOWN:**

Town Manager  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776

19. This District is subject to approval by the Massachusetts Department of Veterans Services, in accordance with MGL c. 115.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF MARLBOROUGH:**

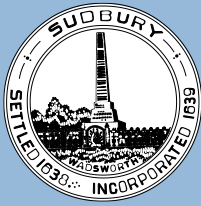
\_\_\_\_\_  
**Arthur G. Vigeant, Mayor**

**TOWN OF SUDBURY:**

\_\_\_\_\_  
**Henry L. Hayes, Jr., Town Manager**

Attachment 13.b: Draft IMA - 1-20-21 (4346 : Veterans district representative)





SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**14: ATM 2021 dates**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote for the weekend desired and secondary dates for 2021 Annual Town Meeting at LSRHS.

Recommendations/Suggested Motion/Vote: Discussion and vote for the weekend desired and secondary dates for 2021 Annual Town Meeting at LSRHS.

Background Information:  
attached calendar of holidays 2021

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM



## Holidays and Observances in United States in 2021

Suggested countries: [Australia](#) | [Canada](#) | [United Kingdom](#) | [List of all countries](#)

Showing: 257  For:

≍ Jump to: [Next](#) | [JAN](#) | [FEB](#) | [MAR](#) | [APR](#) | [MAY](#) | [JUN](#) | [JUL](#) | [AUG](#) | [SEP](#) | [OCT](#) | [NOV](#) | [DEC](#)

### Holidays and Observances in United States in 2021

Date	Name	Type	Details	
Jan 1	Friday	New Year's Day	Federal Holiday	
Jan 6	Wednesday	Epiphany	Christian	
Jan 7	Thursday	Orthodox Christmas Day	Orthodox	
Jan 13	Wednesday	Stephen Foster Memorial Day	Observance	
Jan 14	Thursday	Orthodox New Year	Orthodox	
Jan 18	Monday	Martin Luther King Jr. Day	Federal Holiday	
Jan 18	Monday	Robert E. Lee's Birthday	State holiday	Alabama, Mississippi
Jan 18	Monday	Idaho Human Rights Day	State holiday	Idaho
Jan 18	Monday	Civil Rights Day	State holiday	Arizona, New Hampshire
Jan 19	Tuesday	Robert E. Lee's Birthday	State holiday	Florida
Jan 19	Tuesday	Confederate Heroes' Day	State holiday	Texas
Jan 20	Wednesday	Inauguration Day	State holiday	DC
Jan 20	Wednesday	Inauguration Day	Federal Holiday	DC, MD*, VA*
Jan 28	Thursday	Tu Bishvat/Tu B'Shevat	Jewish holiday	
Jan 29	Friday	Kansas Day	Observance	
Feb 1	Monday	National Freedom Day	Observance	
Feb 1	Monday	First Day of Black History Month	Annual monthly observance	
Feb 2	Tuesday	Groundhog Day	Observance	
Feb 4	Thursday	Rosa Parks Day	Local observance	California, Missouri
Feb 5	Friday	National Wear Red Day	Observance	
Feb 7	Sunday	Super Bowl	Sporting event	
Feb 12	Friday	Lincoln's Birthday	State holiday	CT, IL, MO, NY

Attachment14.a: Holidays and observances in United States in 2021 (4350 : ATM 2021 dates)

Date	Name	Type	Details
Feb 12	Friday	Lincoln's Birthday	Local observance Florida
Feb 12	Friday	Chinese New Year	Observance
Feb 14	Sunday	Valentine's Day	Observance
Feb 14	Sunday	Statehood Day	Local observance Arizona
Feb 15	Monday	Presidents' Day	Federal Holiday All except DE, GA, IA, IN, KS, KY, LA, NC, NM, RI, WI
Feb 15	Monday	Daisy Gatson Bates Day	State holiday Arkansas
Feb 15	Monday	Susan B. Anthony's Birthday	Local observance CA, FL, NY, WI
Feb 16	Tuesday	Shrove Tuesday/Mardi Gras	State holiday AL*, FL**, LA, MS**
Feb 16	Tuesday	Shrove Tuesday/Mardi Gras	Observance, Christian
Feb 16	Tuesday	Elizabeth Peratrovich Day	Local observance Alaska
Feb 17	Wednesday	Ash Wednesday	Christian
Feb 26	Friday	Purim	Jewish holiday
Feb 28	Sunday	Linus Pauling Day	Local observance Oregon
Mar 1	Monday	St. David's Day	Observance, Christian
Mar 1	Monday	Casimir Pulaski Day	Local observance Illinois**
Mar 1	Monday	First Day of Women's History Month	Annual monthly observance
Mar 2	Tuesday	Texas Independence Day	State holiday Texas
Mar 2	Tuesday	Read Across America Day	Observance
Mar 2	Tuesday	Town Meeting Day	State holiday Vermont
Mar 5	Friday	Employee Appreciation Day	Observance
Mar 11	Thursday	Isra and Mi'raj	Muslim
Mar 14	Sunday	Daylight Saving Time starts	Clock change/Daylight Saving Time
Mar 17	Wednesday	St. Patrick's Day	Observance, Christian
Mar 17	Wednesday	Evacuation Day	State holiday Massachusetts*
Mar 20	Saturday	March Equinox	Season
Mar 25	Thursday	Maryland Day	Local observance Maryland
Mar 26	Friday	Prince Jonah Kuhio Kalaniana'ole Day	State holiday Hawaii
Mar 28	Sunday	Palm Sunday	Christian
Mar 28	Sunday	Passover (first day)	Jewish holiday
Mar 29	Monday	Seward's Day	State holiday Alaska
Mar 29	Monday	National Vietnam War Veterans Day	Observance
Mar 31	Wednesday	César Chávez Day	State holiday AZ*, CA*, CO***, MI*, NM*, NV*, TX***, UT*, WA*, WI*
Apr 1	Thursday	Maundy Thursday	Christian

Date	Name	Type	Details
<b>Apr 2</b>	Friday	Good Friday	State holiday CT, DE, HI, IN, KY, LA, NC, ND, NJ, TN, TX***
<b>Apr 2</b>	Friday	Pascua Florida Day	Local observance Florida
<b>Apr 3</b>	Saturday	Holy Saturday	Christian
<b>Apr 4</b>	Sunday	Last Day of Passover	Jewish holiday
<b>Apr 4</b>	Sunday	Easter Sunday	Observance, Christian
<b>Apr 5</b>	Monday	Easter Monday	Observance, Christian
<b>Apr 6</b>	Tuesday	National Tartan Day	Observance
<b>Apr 6</b>	Tuesday	National Library Workers' Day	Observance
<b>Apr 8</b>	Thursday	Yom HaShoah	Jewish commemoration
<b>Apr 13</b>	Tuesday	Ramadan Starts	Muslim
<b>Apr 13</b>	Tuesday	Thomas Jefferson's Birthday	Observance
<b>Apr 15</b>	Thursday	Yom Ha'atzmaut	Jewish holiday
<b>Apr 15</b>	Thursday	Tax Day	Observance
<b>Apr 15</b>	Thursday	Father Damien Day	Local observance Hawaii
<b>Apr 16</b>	Friday	Emancipation Day	State holiday DC
<b>Apr 19</b>	Monday	Patriot's Day	State holiday Maine, Massachusetts
<b>Apr 19</b>	Monday	Boston Marathon	Sporting event
<b>Apr 21</b>	Wednesday	San Jacinto Day	State holiday Texas
<b>Apr 21</b>	Wednesday	Administrative Professionals Day	Observance
<b>Apr 22</b>	Thursday	Oklahoma Day	Local observance Oklahoma
<b>Apr 22</b>	Thursday	Take our Daughters and Sons to Work Day	Observance
<b>Apr 26</b>	Monday	Confederate Memorial Day	State holiday Mississippi
<b>Apr 26</b>	Monday	Confederate Memorial Day	State holiday Alabama
<b>Apr 26</b>	Monday	Confederate Heroes' Day	Local observance Florida
<b>Apr 26</b>	Monday	State Holiday	State holiday Georgia
<b>Apr 30</b>	Friday	Lag BaOmer	Jewish holiday
<b>Apr 30</b>	Friday	Orthodox Good Friday	Orthodox
<b>Apr 30</b>	Friday	Arbor Day	State holiday Nebraska
<b>Apr 30</b>	Friday	Kentucky Oaks	Sporting event
<b>May 1</b>	Saturday	Orthodox Holy Saturday	Orthodox
<b>May 1</b>	Saturday	Kentucky Derby	Sporting event
<b>May 1</b>	Saturday	Law Day	Observance
<b>May 1</b>	Saturday	Loyalty Day	Observance
<b>May 1</b>	Saturday	National Explosive Ordnance Disposal (EOD) Day	Observance



Date	Name	Type	Details
May 1	Saturday	Lei Day	Local observance Hawaii
May 2	Sunday	Orthodox Easter	Orthodox
May 3	Monday	Orthodox Easter Monday	Orthodox
May 4	Tuesday	Kent State Shootings Remembrance	Local observance Ohio
May 4	Tuesday	Rhode Island Independence Day	Local observance Rhode Island
May 5	Wednesday	Cinco de Mayo	Observance
May 6	Thursday	National Nurses Day	Observance
May 6	Thursday	National Day of Prayer	Observance
May 7	Friday	Truman Day observed	State holiday Missouri
May 7	Friday	Military Spouse Appreciation Day	Observance
May 8	Saturday	Lailat al-Qadr	Muslim
May 8	Saturday	Truman Day	State holiday Missouri
May 8	Saturday	Victory in Europe Day	Observance
May 9	Sunday	Mother's Day	Observance
May 10	Monday	Confederate Memorial Day	State holiday South Carolina
May 10	Monday	Confederate Memorial Day	Local observance North Carolina
May 13	Thursday	Ascension Day	Christian
May 13	Thursday	Eid al-Fitr	Muslim
May 14	Friday	Native American Day	State Observation Wyoming
May 15	Saturday	Peace Officers Memorial Day	Observance
May 15	Saturday	Armed Forces Day	Observance
May 15	Saturday	Preakness Stakes	Sporting event
May 17	Monday	Shavuot	Jewish holiday
May 19	Wednesday	Emergency Medical Services for Children Day	Observance
May 21	Friday	National Defense Transportation Day	Observance
May 22	Saturday	National Maritime Day	Observance
May 22	Saturday	Harvey Milk Day	Local observance California
May 23	Sunday	Pentecost	Christian
May 24	Monday	Whit Monday	Christian
May 25	Tuesday	National Missing Children's Day	Observance
May 30	Sunday	Trinity Sunday	Christian
May 31	Monday	Memorial Day	Federal Holiday
May 31	Monday	Jefferson Davis' Birthday	Local observance Mississippi
Jun 1	Tuesday	Statehood Day	Local observance Kentucky, Tennessee

Attachment 14.a: Holidays and observances in United States in 2021 (4350 : ATM 2021 dates)

Date	Name	Type	Details
Jun 2	Wednesday Native American Day	State Observation	Arizona
Jun 3	Thursday Corpus Christi	Christian	
Jun 3	Thursday Jefferson Davis' Birthday	Local observance	Florida
Jun 5	Saturday Belmont Stakes	Sporting event	
Jun 6	Sunday D-Day	Observance	
Jun 7	Monday Jefferson Davis' Birthday	State holiday	Alabama
Jun 11	Friday Kamehameha Day	State holiday	Hawaii
Jun 13	Sunday Bunker Hill Day	Local observance	Massachusetts
Jun 14	Monday Army Birthday	Observance	
Jun 14	Monday Flag Day	Observance	
Jun 19	Saturday Juneteenth	Observance	
Jun 19	Saturday Juneteenth	State holiday	New Jersey, New York
Jun 19	Saturday Juneteenth Independence Day	State holiday	Massachusetts
Jun 19	Saturday Emancipation Day	State holiday	Texas
Jun 20	Sunday Father's Day	Observance	
Jun 20	Sunday West Virginia Day	State holiday	West Virginia
Jun 20	Sunday American Eagle Day	Observance	
Jun 20	Sunday June Solstice	Season	
Jun 21	Monday West Virginia Day observed	State holiday	West Virginia
Jul 4	Sunday Independence Day	Federal Holiday	
Jul 5	Monday Independence Day observed	Federal Holiday	
Jul 13	Tuesday Nathan Bedford Forrest Day	Local observance	Tennessee
Jul 14	Wednesday Bastille Day	Observance	
Jul 16	Friday Rural Transit Day	Observance	
Jul 18	Sunday Tisha B'Av	Jewish holiday	
Jul 20	Tuesday Eid al-Adha	Muslim	
Jul 23	Friday Pioneer Day observed	State holiday	Utah
Jul 24	Saturday Pioneer Day	State holiday	Utah
Jul 25	Sunday Parents' Day	Observance	
Jul 27	Tuesday National Korean War Veterans Armistice Day	Observance	
Aug 1	Sunday Colorado Day	Local observance	Colorado
Aug 4	Wednesday Coast Guard Birthday	Observance	
Aug 7	Saturday Purple Heart Day	Observance	
Aug 9	Monday Victory Day	State holiday	Rhode Island

Attachment 14.a: Holidays and observances in United States in 2021 (4350 : ATM 2021 dates)

Date	Name	Type	Details
Aug 10	Tuesday	Muharram	Muslim
Aug 15	Sunday	Assumption of Mary	Christian
Aug 16	Monday	Bennington Battle Day	State holiday Vermont
Aug 19	Thursday	National Aviation Day	Observance
Aug 20	Friday	Hawaii Statehood Day	State holiday Hawaii
Aug 21	Saturday	Senior Citizens Day	Observance
Aug 26	Thursday	Women's Equality Day	Observance
Aug 27	Friday	Lyndon Baines Johnson Day	State holiday Texas
Sep 6	Monday	Labor Day	Federal Holiday
Sep 7	Tuesday	Rosh Hashana	State holiday Texas***
Sep 7	Tuesday	Rosh Hashana	Jewish holiday
Sep 9	Thursday	California Admission Day	Local observance California
Sep 11	Saturday	Patriot Day	Observance
Sep 11	Saturday	Carl Garner Federal Lands Cleanup Day	Observance
Sep 12	Sunday	National Grandparents Day	Observance
Sep 16	Thursday	Yom Kippur	Jewish holiday
Sep 16	Thursday	Yom Kippur	State holiday Texas***
Sep 17	Friday	Constitution Day and Citizenship Day	Observance
Sep 17	Friday	National POW/MIA Recognition Day	Observance
Sep 18	Saturday	Air Force Birthday	Observance
Sep 18	Saturday	National CleanUp Day	Observance
Sep 21	Tuesday	First Day of Sukkot	Jewish holiday
Sep 22	Wednesday	September Equinox	Season
Sep 22	Wednesday	Emancipation Day	Local observance Ohio
Sep 24	Friday	Native American Day	State Observation California, Nevada
Sep 24	Friday	American Indian Heritage Day	State Observation Montana, Texas
Sep 24	Friday	Michigan Indian Day	State Observation Michigan
Sep 26	Sunday	Gold Star Mother's Day	Observance
Sep 27	Monday	Last Day of Sukkot	Jewish holiday
Sep 27	Monday	American Indian Day	State Observation Tennessee
Sep 28	Tuesday	Shmini Atzeret	Jewish holiday
Sep 29	Wednesday	Simchat Torah	Jewish holiday
Oct 4	Monday	Feast of St Francis of Assisi	Christian
Oct 4	Monday	Frances Xavier Cabrini	State holiday Colorado

Attachment 14.a: Holidays and observances in United States in 2021 (4350 : ATM 2021 dates)

Date	Name	Type	Details
Oct 4	Monday	Child Health Day	Observance
Oct 9	Saturday	Leif Erikson Day	Observance
Oct 11	Monday	Columbus Day	State holiday 22 states
Oct 11	Monday	Columbus Day	Federal Holiday
Oct 11	Monday	Columbus Day	State Legal Holiday Tennessee
Oct 11	Monday	Fraternal Day	State holiday Alabama
Oct 11	Monday	Yorktown Victory Day	State holiday Virginia
Oct 11	Monday	Discoverers' Day	State Observation Hawaii
Oct 11	Monday	Native American Day	State holiday South Dakota
Oct 11	Monday	Native American Day	State Observation Oklahoma
Oct 11	Monday	Indigenous People's Day (Tentative Date)	State Observation CA, ID, LA, MI, MN, OR
Oct 11	Monday	Indigenous People's Day	State holiday DC, ME, NM
Oct 11	Monday	Indigenous People's Day	State Observation 28 states
Oct 11	Monday	American Indian Heritage Day	State holiday Alabama
Oct 13	Wednesday	Navy Birthday	Observance
Oct 15	Friday	White Cane Safety Day	Observance
Oct 15	Friday	Boss's Day	Observance
Oct 16	Saturday	Sweetest Day	Observance 13 states
Oct 18	Monday	Alaska Day	State holiday Alaska
Oct 19	Tuesday	The Prophet's Birthday	Muslim
Oct 29	Friday	Nevada Day	State holiday Nevada
Oct 31	Sunday	Halloween	Observance
Nov 1	Monday	All Saints' Day	Christian
Nov 2	Tuesday	All Souls' Day	Christian
Nov 2	Tuesday	Election Day	Observance
Nov 2	Tuesday	Election Day	State holiday Virginia
Nov 4	Thursday	Diwali/Deepavali	Observance, Hinduism
Nov 7	Sunday	Daylight Saving Time ends	Clock change/Daylight Saving Time
Nov 7	Sunday	New York City Marathon	Sporting event
Nov 10	Wednesday	Marine Corps Birthday	Observance
Nov 11	Thursday	Veterans Day	Federal Holiday
Nov 25	Thursday	Thanksgiving Day	Federal Holiday
Nov 26	Friday	State Holiday	State holiday Georgia
Nov 26	Friday	Presidents' Day	State holiday New Mexico

Date	Name	Type	Details
Nov 26	Friday	Lincoln's Birthday/Lincoln's Day	State holiday Indiana
Nov 26	Friday	Day After Thanksgiving	State holiday 20 states
Nov 26	Friday	Family Day	State holiday Nevada
Nov 26	Friday	Acadian Day	State holiday Louisiana
Nov 26	Friday	Black Friday	Observance
Nov 26	Friday	American Indian Heritage Day	State holiday Maryland
Nov 26	Friday	Native American Heritage Day	State holiday Washington
Nov 26	Friday	Native American Heritage Day	Observance
Nov 28	Sunday	First Sunday of Advent	Christian
Nov 29	Monday	Chanukah/Hanukkah (first day)	Jewish holiday
Nov 29	Monday	Cyber Monday	Observance
Dec 1	Wednesday	Rosa Parks Day	Local observance Ohio, Oregon
Dec 1	Wednesday	Rosa Parks Day	State Observation Alabama
Dec 6	Monday	Last Day of Chanukah	Jewish holiday
Dec 6	Monday	St Nicholas Day	Observance
Dec 7	Tuesday	Pearl Harbor Remembrance Day	Observance
Dec 8	Wednesday	Feast of the Immaculate Conception	Christian
Dec 12	Sunday	Feast of Our Lady of Guadalupe	Christian
Dec 13	Monday	National Guard Birthday	Observance
Dec 15	Wednesday	Bill of Rights Day	Observance
Dec 17	Friday	Pan American Aviation Day	Observance
Dec 17	Friday	Wright Brothers Day	Observance
Dec 21	Tuesday	December Solstice	Season
Dec 24	Friday	Day off for Christmas Day	Federal Holiday
Dec 24	Friday	Christmas Eve	Observance, Christian
Dec 24	Friday	Christmas Eve	State holiday KS*, KY, MI, NC, ND, OK, SC, TX, VA*, WI
Dec 25	Saturday	Christmas Day	Federal Holiday
Dec 26	Sunday	Kwanzaa (first day)	Observance
Dec 26	Sunday	Day After Christmas Day	State holiday KS, NC, SC, TX
Dec 31	Friday	Day off for New Year's Day	Federal Holiday
Dec 31	Friday	New Year's Eve	Observance
Dec 31	Friday	New Year's Eve	State holiday LA, MI, WI

Attachment 14.a: Holidays and observances in United States in 2021 (4350 : ATM 2021 dates)

\* Observed only in part of this state.

\*\* Observed only in some communities of this state.

\*\*\* Optional holiday in this state.

Hover your mouse over the region or click on the holiday for details.





# Create Calendar With Holidays

Full year

2021

Month

January

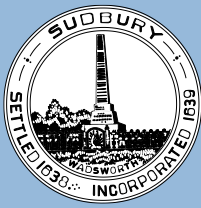
United States

View Calendar

Share on Facebook

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SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**15: 2021 Selectmen Newsletter Deadlines**

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Discuss and possible vote to approve proposed 2021 Board of Selectmen Newsletter Schedule of Deadlines.

Recommendations/Suggested Motion/Vote: Discuss and possible vote to approve proposed 2021 Board of Selectmen Newsletter Schedule of Deadlines.

Background Information:  
Attached

Financial impact expected:N/A

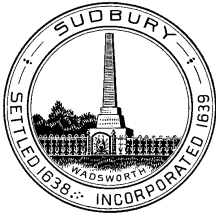
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Janie Dretler	Pending
Select Board	Pending

01/26/2021 6:30 PM



# Town of Sudbury

Office of Selectmen

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

[selectmensoffice@sudbury.ma.us](mailto:selectmensoffice@sudbury.ma.us)

Date: January 11, 2021

To: Board of Selectmen

From: Leila Frank

Re: **2021 Board of Selectmen Newsletter Schedule of Deadlines**

Please see below proposed schedule for assignment, submission and approval deadlines for the 2021 Board of Selectmen's Newsletter. The newsletter will be posted on the website and sent to the email subscriber list on the business day following the Board's approval, when possible.

## WINTER

SB Meeting to Discuss Topic Assignments- Tuesday, Jan 26

Submission Deadline- Monday, Feb 8

SB Meeting Approval- Tuesday, Feb 23

## SPRING

SB Meeting to Discuss Topic Assignments- Tuesday, April 27

Submission Deadline- Friday, May 17

SB Meeting Approval- Tuesday, June 1

## SUMMER

SB Meeting to Discuss Topic Assignments- Tuesday, July 27

Submission Deadline- Monday, August 9

SB Meeting Approval- Tuesday, August 31

## FALL

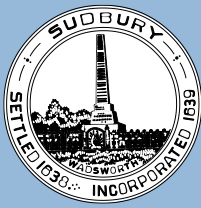
SB Meeting to Discuss Topic Assignments- Tuesday, October 5

Submission Deadline- Monday, October 18

SB Meeting Approval- Tuesday, November 3

Previous editions of the Board of Selectmen Newsletter can be found here:

<https://sudbury.ma.us/boardofselectmen/board-of-selectmens-newsletters/>



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**16: Winter 2021 Selectmen Newsletter Topic Discussion**

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Discuss topics to be assigned for the Winter 2021 Board of Selectmen Newsletter.

Recommendations/Suggested Motion/Vote: Discuss topics to be assigned for the Winter 2021 Board of Selectmen Newsletter.

Background Information:

List of previous topics attached

Financial impact expected:N/A

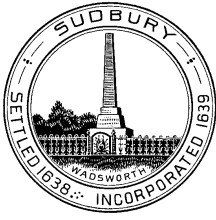
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Janie Dretler	Pending
Select Board	Pending

01/26/2021 6:30 PM



# Town of Sudbury

Office of Selectmen

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278 Old Sudbury Rd  
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978-639-3381  
Fax: 978-443-0756

[selectmensoffice@sudbury.ma.us](mailto:selectmensoffice@sudbury.ma.us)

Date: January 11, 2021  
To: Board of Selectmen  
From: Leila Frank  
Re: **Winter 2021 Board of Selectmen Newsletter Topics**

To help facilitate discussion of topics for the upcoming Board of Selectmen Newsletter, below is a list of topics from previous editions.

## **NOVEMBER 2020**

Finance  
Fire Chief Whalen  
Master Plan  
Transportation

## **AUGUST 2020**

Pat Brown Reflections  
Brandale Randolph Interview  
EEE Update  
Park & Recreation  
Eversource Update

## **JULY 2020**

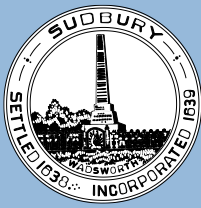
Statement on Racial Justice  
COVID-19  
Fairbank Community Center Project Update  
Transportation Initiatives  
BFRT  
SudburyTV

## **MARCH 2020**

Town Manager Henry Hayes, Jr.  
Proposed Addition at Fire Station 2  
ATM/ATE  
Fairbank Community Center Proposal for ATM

**WINTER 2021 NEWSLETTER DEADLINES** - Proposed  
SB Meeting to Discuss Topic Assignments- Tuesday, Jan 26  
Submission Deadline- Monday, Feb 8  
SB Meeting Approval- Tuesday, Feb 23





SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**17: Minutes review**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Review open session minutes of 12/8/20 and 1/5/21, and possibly vote to approve minutes.

Recommendations/Suggested Motion/Vote: Review open session minutes of 12/8/20 and 1/5/21, and possibly vote to approve minutes.

Background Information:  
attached drafts

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM

SUDBURY BOARD OF SELECTMEN

TUESDAY DECEMBER 8, 2020

(Meeting can be viewed at [www.sudburytv.org](http://www.sudburytv.org))

Present: Chairman Janie Dretler, Vice-Chairman Jennifer Roberts, Selectman Daniel E. Carty, Selectman William Schineller, Selectman Charles Russo, Town Manager Henry L. Hayes, Jr., Assistant Town Manager/HR Director Maryanne Bilodeau

The statutory requirements as to notice having been complied with, the meeting was convened at 7:00 p.m., via Zoom telecommunication mode.

**CALL TO ORDER/ROLL CALL**

Chair Dretler conducted roll call and made announcement regarding the recording of the meeting and other procedural aspects included in the meeting.

Roll Call: Russo-aye, Carty-aye, Schineller-aye, Dretler-aye

**Opening remarks by Chairman**

Chair Dretler Reported:

- Selectmen's Office Hours: Wednesday, September 9 at 12:00 p.m. via Zoom, with Chair Dretler and Selectman Schineller
- "Stock the Shelves Food Drive" ongoing until December 11; canned and nonperishable items can be dropped off at the Fairbank Community Center, from 8:30 a.m. to 4:00 p.m.

Chair Dretler reviewed agenda items.

**Reports from Town Manager**

Town Manager Hayes reported:

- Governor Baker announced a statewide roll back to Phase 3 Step 1 to begin Sunday, December 13, 2020. Outdoor gatherings are limited to 50, and require BOH (Board of Health) approval for gatherings over 25. Indoor capacity requirements will be reduced back to 40% and restaurant restrictions include 6 person-maximum seating, and time limits at tables. There are many workplace protocol changes. The Health Department will be working with all sectors to comply.
- The Health Department will be formulating COVID vaccine strategies as more guidance is received from the MA Department of Public Health. The Governor is expected to have a press conference on Wednesday to discuss preliminary vaccine information. The BOH will be utilizing the web site and social media to inform the public.
- COVID continues to affect businesses throughout all sectors. Many businesses voluntarily closed to contain the spread, meet quarantine guidelines, and protect their customers. The Town appreciates these efforts and encourages such businesses to call the Health Department regarding questions or concerns about frequently changing protocols.

- Testing is becoming more widely available. Stop the Spread testing sites are open to the general public, two in Framingham. Links to the DPH (Department of Public Health) website can be found on the Town webpage. Please be aware that registration and test result waiting times are highly variable.
- MASK UP, avoid gatherings and travel; plan holidays carefully to protect you and your families.

Chair Dretler acknowledged the arrival of Vice-Chair Roberts at 6:06 p.m. – Roberts-aye.

### **Reports from Selectmen**

Selectman Carty reported:

- Attended SPS (Sudbury Public Schools) and LSRHS (Lincoln-Sudbury Regional High School) meetings and noted that both groups are conducting budget-related conversations at this time. COVID testing materials have been sent by the State to SPS.
- SPS is within \$52,000 of the Town Manager's budget recommendation.
- SPS potential summer program to make up for interruption of regular school scheduling due to COVID-19, which is not included in the proposed budget.
- LSRHS meeting tonight to discuss the LS Agreement. COVID testing is in progress at that school
- Awaiting update from Vice-Chair Roberts regarding Sudbury Housing Trust and Sudbury Housing Authority regarding the Sudbury Boy Scout property near Nobscot Reservation
- Reminder to discuss the Meadow Walk Liquor license which was not voted on at the last Board meeting.

Selectman Russo reported:

- Farmer's Daughter Restaurant held a pop-up over the weekend, and spoke of the personalized service during the holiday season as many Sudbury businesses are doing
- Reminded all to shop local in Sudbury

Selectman Schineller reported:

- Recognized Town staff and Leila Frank for the efforts involved with organizing the holiday ornament event, as well as the Goodnow Library

Vice-Chair Roberts reported:

- Mentioned the Board consider proposed joint meeting dates with the Finance Committee
- Endorsed the opening statements provided by Town Manager Hayes, regarding continued use of recommended COVID precautions/prevention methods, especially the wearing of face coverings. She mentioned her observance of outdoor playdates, where those groupings are not wearing masks.
- Mentioned that elective surgeries have been curtailed due to COVID, and that presents serious concern for people living in pain
- Mentioned new COVID-related restrictions for businesses. She stated: Wear a Mask!

### **Citizen Comments**

Resident and member of the Finance Committee, Susan Berry, 4 Dawson Drive, thanked the Board and Town staff for the installation of the light on Landham Road.

**Ratify and Confirm votes taken at the 12/1/20 tax classification hearing**

Chair Dretler read the tax classification motions to be ratified:

**The Sudbury Board of Selectmen votes in accordance with M.G.L., Ch. 40, Sec. 56, as amended, the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2021 tax rates and sets the Residential Factor at 0.9752, with a corresponding CIP shift of 1.33. This motion serves to ratify and confirm the same vote taken on December 1, 2020.**

Selectman Schineller moved in the words of the motion. Vice-Chair Roberts seconded the motion.

Town Manager Hayes clarified the Board was ratifying the tax classification votes because at the time the Sudbury tax classification hearing was held (December 1), the MA Department of Revenue (DOR) had not provided confirmation of Town materials. The next day confirmation was provided by DOR, with no changes made.

It was on motion 5-0; Roberts-aye, Russo-aye, Carty-aye, Schineller-aye, Dretler-aye

VOTED: In accordance with M.G.L., Ch. 40, Sec. 56, as amended, the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2021 tax rates and sets the Residential Factor at 0.9752, with a corresponding CIP shift of 1.33. This motion serves to ratify and confirm the same vote taken on December 1, 2020.

**Vote not to adopt a Residential Exemption pursuant to M.G.L. c. 59, § 5C for Fiscal Year 2021. This motion serves to ratify and confirm the same vote taken on December 1, 2020.**

Selectman Schineller moved in the words of the motion. Selectman Russo seconded the motion.

It was on motion 5-0; Carty-aye, Russo-aye, Roberts-aye, Schineller-aye, Dretler-aye

VOTED: Not to adopt a Residential Exemption pursuant to M.G.L. c. 59, § 5C for Fiscal Year 2021. This motion serves to ratify and confirm the same vote taken on December 1, 2020.

**Vote not to adopt a Small Commercial Exemption pursuant to M.G.L. c. 59, § 5I for Fiscal Year 2021. This motion serves to ratify and confirm the same vote taken on December 1, 2020.**

Selectman Schineller moved in the words of the motion. Selectman Russo seconded the motion.

It was on motion 5-0; Russo-aye, Carty-aye, Schineller-aye, Roberts-aye, Dretler-aye

VOTED: Not to adopt a Small Commercial Exemption pursuant to M.G.L. c. 59, § 5I for Fiscal Year 2021. This motion serves to ratify and confirm the same vote taken on December 1, 2020.

**In accordance with Chapter 169 of the Acts of 2012, the total Fiscal Year 2021 funding cap on exemptions granted by the Sudbury Means Tested Senior Tax Exemption Program shall be. 0.5115847% of the FY 2021 Residential Property Tax Levy. This motion serves to ratify and confirm the same vote taken on December 1, 2020.**

Selectman Schineller moved in the words of the motion. Vice-Chair Roberts seconded the motion.

It was on motion 5-0; Roberts-aye, Schineller-aye, Carty-aye, Russo-aye, Dretler-aye

VOTED: In accordance with Chapter 169 of the Acts of 2012, the total Fiscal Year 2021 funding cap on exemptions granted by the Sudbury Means Tested Senior Tax Exemption Program shall be 0.5115847% of the FY 2021 Residential Property Tax Levy. This motion serves to ratify and confirm the same vote taken on December 1, 2020.

### **Discussion of DLS Review of Capital Improvement Program (April 2020)**

Present: Finance Director Dennis Keohane

Chair Dretler acknowledged when DLS (Division of Local Services) presented in April 2020, the Board did not discuss the recommendations and are doing so now.

Chair Dretler referenced the DLS Report with related spread sheets (Capital Targets Workbook), the S&P Global Rating Report, and the Five – Fifteen Year Capital Plan dated March 5, 2020. She referenced an excel spreadsheet which she drafted outlining the main headings within the DLS Report.

Vice-Chair Roberts recommended that the Board discuss some of the main themes in the DLS Report, which may require the formation of a group to further examine recommendations to incorporate into the Board of Selectmen Financial Policies. She recommended that the Board discuss steps moving forward.

Chair Dretler shared the financial spreadsheet draft with the Board including the following topics:

- Financial Policies
- Capital Planning Procedures
- Funding Strategies
- Capital Forecast

Chair Dretler lead the Board discussion about spreadsheet subtopics, and proposed recommendations. She queried about methods of implementation, such as policy creation, delivery date, and resources necessary; noting that she drafted goals for each of the sections itemized.

Chair Dretler commented about the related financial documents that the Finance Department uses on a daily basis.

Mr. Keohane explained the documents he submitted to the Board, including a template draft to align with DLS recommendations. He noted that the other documents he provided addressed existing investment policies, which should be reviewed and updated.

Selectman Schineller asked about a new vision according to DLS. Mr. Keohane responded that nothing he has included is especially eye-opening or concerning and his template addresses the overlay piece, the investment piece, insurance and retirement funding.

Selectman Russo indicated that Town financial policies need updating and should be more transparent so that the residents can clearly understand what is being proposed.

Selectman Dretler suggested the Board work on a more detailed capital request form to detail where funding comes from within the 5 to 15-year plan.

Detailed discussion continued.



### **Discussion and review of Financial Policies**

Selectman Schineller indicated that the financial spreadsheet should include an updated asset list or asset tracking tool, which would be fundamental to transparency and identifying a target for a type of stabilization plan. Selectman Russo echoed the sentiment expressed by Selectman Schineller.

Mr. Keohane recommended that the OPEB (Other Postemployment Benefit) continue to be highlighted until fully funded. Selectman Carty commented that this review helps create a good standard for the BOS, and was pleased that the Board is addressing this financial area once again.

Selectman Carty asked about the Town increasing taxes or re-allocation of funds.

Selectman Russo suggested caution in relation to transfer of funding in consideration of possible COVID impacts. Mr. Keohane stressed that relocating such funds requires a vote.

Areas of focus addressed by the Board included budgeting and funding strategies, which included the following recommendations:

- Aligning capital plan with funding schemes that do not rely on exclusions
- Continuing to build reserves – capital related special purpose stabilization funds
- Closing the Melone fund and transfer its balance to the capital stabilization fund, which requires a Town Meeting vote.

Chair Dretler recommended further study and review of the report presented by Mr. Keohane as an agenda item for the January 15, 2021 BOS meeting.

### **Citizen's Comments (cont.)**

Resident and Vice-Chair of the Finance Committee Eric Poch, endorsed the BOS addressing these financial concerns at this time. He stressed that the Town must consider transparency, prioritization, and discipline, and consider how to match usage with sources. A full asset listing would be necessary, with thoughts to replacement costs.

### **Vote to adjourn meeting**

Selectman Russo motioned to adjourn the meeting. Selectman Schineller seconded the motion.

It was on motion 5-0; Russo-aye, Schineller-aye, Carty-aye, Roberts-aye, Dretler-aye.

VOTED: To adjourn the meeting

There being no further business, the meeting was adjourned at 10:18 p.m.

## SUDBURY SELECT BOARD

TUESDAY JANUARY 5, 2021

(Meeting can be viewed at [www.sudburytv.org](http://www.sudburytv.org))

Present: Chair Janie Dretler, Vice-Chair Jennifer Roberts, Select Board Member Daniel E. Carty, Select Board Member William Schineller, Select Board Member Charles Russo, Town Manager Henry L. Hayes, Jr., Assistant Town Manager/HR Director Maryanne Bilodeau

The statutory requirements as to notice having been complied with, the meeting was convened at 7:22 p.m., via Zoom telecommunication mode.

**CALL TO ORDER/ROLL CALL**

Chair Dretler announced the recording of the meeting and other procedural aspects included in the meeting.

Select Board Roll Call: Russo-aye, Carty-aye, Schineller-aye, Dretler-aye, Roberts-aye

**Opening remarks by Chairman**

Chair Dretler mentioned:

- Governor Baker signed the order, and the Board will officially be known as the “Select Board,” and not the Board of Selectmen
- Positions available for the Annual Town Election 2021 – information on town website
- Select Board Office Hours on Thursday, January 14 at 12:00 p.m., with Board members Russo and Carty
- Sudbury offering a free home cyber security course, details on the Town website
- Historic Districts Commission seeking a new member
- Lincoln METCO Coordinating Committee and the Sudbury Committee for Racial and Social Justice is hosting several upcoming events, including a documentary – “I’m Not Racist, am I?” on February 27<sup>th</sup> and March 1, 2021
- The annual meeting of the MMA (MA Municipal Association) scheduled for January 21<sup>st</sup> and 22, 2021; and reimbursement available for Select Board Members to attend
- She attended a MAGIC (Minuteman Advisory Group on Interlocal Coordination) meeting today with focus on the Metro 2050 Plan and net zero goals

**Reports from Town Manager**

Town Manager Hayes reported:

- Sudbury S&P Global Rating completed with AAA rating for the Town’s strong financial standing
- Outstanding Town activities/services include: Extensive Library technical services to include timely material circulation; Police Department conducting virtual meetings with college students regarding narcotics use/prevention; DPW and Sudbury Senior Center providing sand buckets to senior citizens delivered to their homes – the Wayside Inn provided the buckets; the Senior Center continues its involvement with transportation, education, and outreach
- Fire Department in the last phase of the Hazardous Mitigation Plan and reimbursements will follow

- The differences between State and Sudbury conservation/wetland bylaws; Sudbury Wetland Bylaws do not provide all related exemptions.
- DPW Optimization Route, equipment and activities are moving along as planned
- Transfer Station online/electronic payment implementation plan in the testing and training phase
- Thanks to Leila Frank of the Selectmen's Office and others for the success of the Holiday Tree ornaments and the Menorah lighting events

### **Reports from Selectmen**

Select Board Member Russo reported:

- Thanks to Board Members, Town Manager Hayes, and Staff for the many achievements during the challenging 2020 COVID period
- MA Small Business Grant available for small businesses most impacted by COVID; application deadline is January 15, 2021 – [www.empoweringsmall Business.org](http://www.empoweringsmall Business.org)
- Information regarding access to resident burning permits on Town website
- Volunteer opportunities for residents, and suggested the creation of a related clearinghouse/posting page

Select Board Member Schineller reported:

- Inclusion of a Sudbury volunteer opportunity listing site, as mentioned by Board Member Russo

Vice-Chair Roberts reported:

- Gender neutral "Select Board" title adoption, and thanked all involved
- CPC meeting tomorrow to consider: Feeley Field improvements, SMILE Playground improvements, and Housing Trust projects
- Upcoming Sudbury campaign season, and stressed the importance of maintaining respect and civility during this time

Select Board Member Carty reported:

- His thanks to the Board Members, Town staff, and Leila Frank for enjoyable Town Center holiday activities
- SPS Budget Hearing took place recently, with no additional budget matters to report since those mentioned at the last Board meeting
- Select Board Office Hours to be covered by him and Board Member Russo on January 14, 2021

### **Update on COVID-19 from Health Director Bill Murphy**

Present: Bill Murphy, Health Director

Mr. Murphy confirmed the increase in COVID cases, many because of holiday gatherings, sports, and travel. He stressed that every business in Town had been affected by the increase in cases.

Mr. Murphy stated that first responders, Police Department, Fire Department, and Sudbury Public Schools will be the first to receive the COVID vaccine. He noted that Sudbury schools displayed extraordinary effort to stay open, isolate students, and continue to maintain COVID protocol precautions.

Chair Dretler suggested online videos of first responders receiving the vaccine, adding that seniors would be receiving the vaccines in Phase Two of vaccine distribution.

Chair Dretler emphasized that everyone must remain vigilant and continue wearing masks, even if they receive the vaccine. Mr. Murphy agreed, and stressed compliance was especially important.

Board Member Russo agreed that messaging about the safety aspects associated with receiving the vaccine would be beneficial. He inquired about contact tracing trends in the community. Mr. Murphy answered there were no specific trends by age at this time, but gatherings and travel were notable factors.

Board Member Carty asked about related community hospitalizations. Mr. Murphy responded that hospitalizations had been manageable.

Board Member Schineller stressed the importance of the continued wearing of masks.

Vice-Chair Roberts indicated the importance of community messaging about the safety and importance of the COVID vaccine.

### **Consent Calendar**

#### **Designee to the MetroWest Regional Transit Authority (MWRTA)**

Chair Dretler read: "To re-certify Debra Galloway, Senior Center Director as the Town's designee to the MetroWest Regional Transit Authority (MWRTA)." Board Member Carty moved in the words of the Chair. Vice-Chair Roberts seconded the motion.

It was on motion 5-0; Roberts-aye, Carty-aye, Russo-aye, Schineller-aye, Dretler-aye

VOTED: To re-certify Debra Galloway, Senior Center Director as the Town's designee to the MetroWest Regional Transit Authority (MWRTA).

#### **Increase in the abatement amount for both veterans and seniors in the Tax Work off program beginning January 1, 2021**

Chair Dretler read: "To approve an increase in the abatement amount for both veterans and seniors in the Tax Work off program beginning January 1, 2021. For 100 hours of service, the maximum credit shall increase from \$1,275 per year to \$1,350." Member Carty moved in the words of the Chair. Vice-Chair Roberts seconded the motion.

It was on motion 5-0; Roberts-aye, Carty-aye, Russo-aye, Schineller-aye, Dretler-aye

VOTED: To approve an increase in the abatement amount for both veterans and seniors in the Tax Work off program beginning January 1, 2021. For 100 hours of service, the maximum credit shall increase from \$1,275 per year to \$1,350.

#### **Relative to the construction of the Fairbank Community Center funded under Article 18 of the 2020 Annual Town Meeting, VOTE to approve award and execution of contracts by the Town Manager for professional project management and design services solicited and recommended by the Permanent Building Committee in accordance with statute together with any contractual actions as may arise connected with the overall project**

Chair Dretler read: "Relative to the construction of the Fairbank Community Center funded under Article 18 of the 2020 Annual Town Meeting, VOTE to approve award and execution of contracts by the Town Manager for professional project management and design services solicited and recommended by the Permanent Building Committee in accordance with statute together with any contractual actions as may arise connected with the

overall project.” Board Member Carty moved in the words of the Chair. Vice-Chair Roberts seconded the motion.

It was on motion 5-0; Roberts-aye, Carty-aye, Russo-aye, Schineller-aye, Dretler-aye

Vice-Chair Roberts asked if any decisions had been made relative to the Fairbank Community Center. Town Manager Hayes responded not.

Board Member Schineller inquired if Town Manager Hayes would delegate such decisions to the Permanent Building Committee. Town Manager Hayes responded the decision would reflect joint determination by the Permanent Building Committee, himself, and Staff.

VOTED: Relative to the construction of the Fairbank Community Center funded under Article 18 of the 2020 Annual Town Meeting, VOTE to approve award and execution of contracts by the Town Manager for professional project management and design services solicited and recommended by the Permanent Building Committee in accordance with statute together with any contractual actions as may arise connected with the overall project.

**In accordance with the vote under Articles 40 and 41 of the 2020 Annual Town Meeting, VOTE to approve and sign the Conservation Restriction from the Town of Sudbury, acting by and through its Conservation Commission, to Sudbury Valley Trustees, Inc. pursuant to M.G.L. c.184 s.32 for two properties located off Water Row being 23.49+/- a. shown as Assessor’s Map H11, Parcel 401 and 2.39+/- a. shown as Assessor’s Map H11, Parcel 305.**

Chair Dretler read: “In accordance with the vote under Articles 40 and 41 of the 2020 Annual Town Meeting, VOTE to approve and sign the Conservation Restriction from the Town of Sudbury, acting by and through its Conservation Commission, to Sudbury Valley Trustees, Inc. pursuant to M.G.L. c.184 s.32 for two properties located off Water Row being 23.49+/- a. shown as Assessor’s Map H11, Parcel 401 and 2.39+/- a. shown as Assessor’s Map H11, Parcel 305.” Board Member Carty moved in the words of the Chair. Vice-Chair Roberts seconded the motion.

It was on motion 5-0; Roberts-aye, Carty-aye, Russo-aye, Schineller-aye, Dretler-aye

VOTED: In accordance with the vote under Articles 40 and 41 of the 2020 Annual Town Meeting, VOTE to approve and sign the Conservation Restriction from the Town of Sudbury, acting by and through its Conservation Commission, to Sudbury Valley Trustees, Inc. pursuant to M.G.L. c.184 s.32 for two properties located off Water Row being 23.49+/- a. shown as Assessor’s Map H11, Parcel 401 and 2.39+/- a. shown as Assessor’s Map H11, Parcel 305.

**Discussion of DLS Review of Capital Improvement Program (April 2020)**

Present: Dennis Keohane, Finance Director

The Board resumed their discussion from previous meetings, regarding the “Town of Sudbury Review of Capital Improvement Program” dated April 2020, as submitted by DLS (Division of Local Services) MA Department of Revenue.

The Board reviewed the DLS Capital Improvement Program document, and discussed areas including: Financial Policies, Capital Planning Procedures, Funding Strategies, and Capital Forecast considerations.



Board members continued robust discussion focused on the “Capital Assets in Sudbury Defined for Capital Improvement Program” document drafted by Vice-Chair Roberts.

Vice-Chair Roberts opined if the Board might incorporate various DLS recommendations for the upcoming Town Warrant.

**Financial Policies Discussion - continuation from 12/15/20 meeting**

The Board continued review of the Policy Spreadsheet they last addressed at the December 8, 2020 meeting.

Board Member Schineller suggested the “Town of Sudbury, Massachusetts Financial Policies Manual,” presented by Mr. Keohane incorporate several Board recommendations.

The Select Board continued extensive discussion with Mr. Keohane and Town Manager Hayes regarding Capital Stabilization funding and Financial Policies.

Vice-Chair Roberts suggested that she and Board Member Schineller continue discussion regarding financial policies and report back to the Board.

Chair Dretler suggested that additional operational policies be addressed, and recommended review of policies implemented in other communities.

Board Members agreed with the “bridge letter” idea as recommended by Select Board Member Russo.

**Review open session minutes of 11/16/20 and 11/30/20**

Chair Dretler motioned to approve the 11/16/20 minutes, as edited. Vice-Chair Roberts seconded the motion.

It was on motion 5-0; Schineller-aye, Carty-aye, Roberts-aye, Russo-aye, Dretler-aye

VOTED: To approve the 11/16/20 minutes, as edited.

Board Member Russo motioned to approve the minutes of 11/30/20. Vice-Chair Roberts seconded the motion.

It was on motion 5-0; Carty-aye, Roberts-aye, Schineller-aye, Dretler-aye, Russo-aye

VOTED: To approve the minutes of 11/30/20.

**Citizen’s Comments (cont.)**

There were no citizen’s comments

**Upcoming Agenda Items**

- Sidewalks to be used as a pilot for setting up public outreach/capital planning
- Additional KPI Project Tracking
- Town Website Layout
- Standing Financial Policy discussions
- Fire Station Renovation Project
- Update of Town receipts and fee schedule
- Chamber of Commerce Meeting
- Joint meeting with Lincoln Select Board in February or March

**Vote to Adjourn Meeting**

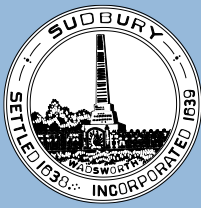
Board Member Schineller motioned to adjourn the meeting. Vice-Chair Roberts seconded the motion.

It was on motion 5-0; Carty-aye, Russo-aye, Roberts-aye, Schineller-aye, Dretler-aye

VOTED: To adjourn the meeting

There being no further business, the meeting was adjourned at 9:59 PM.

DRAFT



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**18: Citizen's Comments (cont)**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's Comments (cont)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

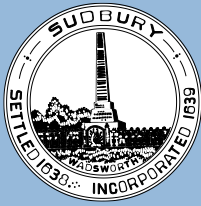
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Select Board	Pending

01/26/2021 6:30 PM



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**MISCELLANEOUS (UNTIMED)**

**19: Upcoming Agenda Items**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Upcoming Agenda Items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Select Board	Pending

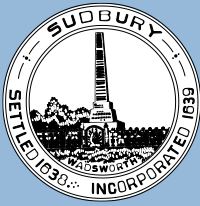
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## POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING	DESCRIPTION
January 29, 12:00 Noon	All 2021 ATM articles due to Selectmen's office by 12 Noon
February 9	Vote to accept Annual Town Meeting articles submitted by 1/29/21
February 23	Joint meeting with FinCom – budget presentation, capital articles presented, CIAC recommendations
March 2	Sign Annual Town Election Warrant
Mon, March 8, 6:30 pm	Potential joint meeting with Lincoln Select Board
March 16	Joint meeting with FinCom to present town meeting warrant article recommendations
Mon, March 29	Annual Town Election
April 6	Continuation of Eversource utility hearing from 12/15/20
May 3-5, 2021; possibly May 8-9 if outside	Annual Town Meeting at LSRHS
Date to be Determined	ATM 2021 article - Melone Stabilization Fund
	ATM 2021 article - update from Fire Chief John Whalen on Fire Station 2 & 3
	Budget Strategies Task Force
	By-law items to examine - Special Events & Demonstration Permits; Common Victualler License Holders (Related to Farm Act exemptions, citizen request); Nuisance / Blight Bylaw; Removal Authority of members from appointments
	Citizen Leadership Forum
	DEI candidate interviews (Feb)
	Fairbank Community Center update (ongoing)
	Financial policy review (ongoing)
	Health/COVID-19 update (as of 3/18/20)
	Invite Commission on Disability Chair to discuss Minuteman High School
	Joint meeting with Lincoln Selectmen – late Feb/early March
	Local receipts – fee schedule review
	LSRHS Agreement discussion
	Projects to track using form (KPIs)
	Quarterly review of approved Executive Session Minutes for possible release (February, May, August and November). Consider separate meeting solely for this purpose.
	Quarterly update on Bruce Freeman Rail Trail (BFRT) (March, June, September, December)
	Quarterly update on CSX (January, April, July, October)
	Route 20 empty corner lot – former gas station
	Sewataro Financial Statement review
	Sewataro Future planning
	Sidewalks discussion
	Town meeting recap – year in review
	Town-wide traffic assessment and improve traffic flow



	Update from BOS Policy Subcommittee
	Update on crosswalks (Chief Nix/Dan Nason)
	Update on traffic policy (Chief Nix)
	Work Session: Select Board/Town Manager Code of Conduct and other procedural training
<b>Standing Items for All Meetings</b>	BOS requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**CONSENT CALENDAR ITEM**

**20: Easement acceptance - 83 Boston Post Rd**

REQUESTOR SECTION

Date of request:

Requestor: Beth Suedmeyer

Formal Title: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled “DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM” granted by Herb Chambers 83 Boston Post Road, LLC for stormwater system maintenance purposes upon the property at 83 Boston Post Road.

Recommendations/Suggested Motion/Vote: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled “DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM” granted by Herb Chambers 83 Boston Post Road, LLC for stormwater system maintenance purposes upon the property at 83 Boston Post Road.

Background Information:  
attached covenant and easement

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM

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

This Declaration of Restrictive Covenants and Grant of Easement (this “Restriction”) is made as of this \_\_\_ day of January, 2021 by Herb Chambers 83 Boston Post Road, LLC (the “Owner”) of 83 Boston Post Road, Sudbury, MA 01776 (the “Property”) in favor of the Town of Sudbury (the “Town”), a Massachusetts municipal corporation, by and through its Board of Selectmen, having an address of 278 Old Sudbury Road, Sudbury, MA 01776.

Whereas, the Owner applied to the Sudbury Planning Board for approval of a Stormwater Management Permit, for the Property (the “Project”) and the Planning Board, on March 13, 2019, issued a “Decision Stormwater Management Permit” (the “Permit”) recorded with the Middlesex South Registry of Deeds in Book 72542, Page 474 and Registered with the Middlesex South Registry District of the Land Court as Document No. 1812258 and noted on Certificate of Title No. 239664 upon the Property described in that deed recorded with the Middlesex South Registry of Deeds in Book 49646, Page 576 and registered with the Middlesex South Registry District of the Land Court as Document No. 1446824, Certificate of Title No. 239664, to which deed reference is made for a more particular description of said the Property.

Whereas, the stormwater management system required to drain stormwater relating to the Project is to be located on the Property; and

Whereas, the Sudbury Planning Board’s decision to grant the Owner the Permit is contingent upon the Owner being responsible for the perpetual maintenance of the stormwater management system located on the Property, including, without limitation, all catch basins, water quality units, pipes and manholes, drainage swales, water quality swales, recharge galleys, underground detention basins, basin outlet control structures, headwalls ,emergency overflow weirs, level spreaders, plunge pools, energy dissipators, and other structures, facilities, and/or appurtenances related thereto (as the same may be altered from time to time, the “Stormwater System”); and

Whereas, the Owner agrees to provide such perpetual maintenance of the Stormwater System by imposing restrictive and protective covenants on the Property and by granting an easement over the Property and to allow the Town if the Owner fails to do so, to perform such maintenance and charge and assess the Owner for the cost thereof,

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

1. The Owner, and/or its successors and assigns, shall be responsible, at its sole cost and expense, for constructing, installing, maintaining, operating, repairing, and replacing, the Stormwater System located on the Property for the purpose of allowing for the proper and efficient flow of stormwater as described in the Best Management Practices and the Operation and Maintenance Plan and the Stormwater Operations and Maintenance Manual entitled “Long Term Stormwater Pollution Prevention And Operation & Maintenance Plan to Comply With Stormwater Standards 4, 6 & 9”, prepared by CHA, 141 Longwater Drive, Norwell, Massachusetts on file with the Town, as the same may be amended or renewed from time to time with the prior written consent of the Town such consent not to be unreasonably withheld, delayed or conditioned.

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

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

4. In connection with any such entry, the Town shall use reasonable efforts (a) to give prior notice to the Owner of same, except in the case of emergency, and (b) not to unreasonably interfere with the current use of the Property, or with access to the Property, except to the extent as may be reasonably required in order to prosecute such remedy. The Town shall promptly restore or replace any portion of the areas outside the Stormwater System disturbed in the exercise of its rights hereunder to the condition it was in prior to undertaking such work, to the extent reasonably possible.

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

5. The rights hereby granted to the Town include the right to enforce the obligations of the Owner set forth herein by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violation, including, without limitation, relief requiring repair, maintenance or replacement of the Stormwater System (it being agreed that the Town has no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town. The Town shall have the option to enforce said obligations, but does not have the obligation to do so. The actual expenses incurred by the Town in abating or remedying any violation hereof and in enforcing the duties of the Owner hereunder shall be paid by the Owner within thirty (30) days after delivery of written notice to the Owner by the Town accompanied by reasonable evidence of such expenses, and, if not paid within the time allowed, the Town may recover its costs by means of a municipal lien and/or betterment assessments on the Property in accordance with M.G.L. c. 80 and/or other applicable law. Any election by the Town as to the manner and timing of its right to enforce these covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

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



7. No amendment, release or rescission of this Restriction shall be effective without the written approval of the Town.
8. This Restriction shall run with the Property and shall bind and inure to the benefit of the owners of the Property and their respective successors and assigns.
9. The covenants and obligations contained herein are for the benefit of and enforceable by the Town in perpetuity. The Owner acknowledges that said covenants, as they are held by the Town, constitute perpetual restrictions held by a governmental body, as those terms are defined in G.L. c. 184, §26, and are thus not subject to G.L. c. 184, §§27-30, and, in any event, shall be enforceable for a term of at least 99 years.
10. The Owner, its successors and assigns, solely during the period of its and their respective ownership of the Property, shall defend, indemnify and hold the Town harmless from any and all claims, damages, losses, costs and liabilities, including, without limitation, reasonable attorneys' fees, relating to the Stormwater System and/or the Owner's actions taken or the Owner's failure to take action as may be required under this Restriction, excluding in any event from the foregoing indemnity, any matter arising from the negligence or willful misconduct of the Town.
11. The Owner agrees to record this Restriction with the Middlesex South District Registry of Deeds within twenty (20) business days after the date hereof, but the failure to do so shall not affect the validity hereof. The Owner further agrees to provide the Town with a copy of the recorded Restriction within seven (7) business days after its recording.
12. All notices required or permitted hereunder shall be in writing and addressed to the parties as set forth above or at such other addresses as the parties may designate from time to time by notice given in accordance with the terms hereof. Notices may be given by hand delivery, or by recognized overnight delivery service, including the U.S. Postal Service, and shall be deemed given upon receipt in hand, or one (1) business day after deposit with such overnight delivery service, as applicable.
13. The Owner agrees to obtain from any mortgagee having a mortgage on the Property as of the date hereof a subordination to this Restriction, stating that such mortgages shall be subject to this Restriction. Such subordinations shall be obtained and recorded promptly.
14. The recitals stated in the preamble of this Restriction are incorporated herein in their entirety.

[End of text. Signatures on next page.]

Executed under seal as of this \_\_\_\_ day of January, 2021.

PROPERTY OWNER:  
Herb Chambers 83 Boston Post Road, LLC

\_\_\_\_\_  
Name:  
Title: Manager  
Duly Authorized

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ ss.

On this \_\_\_\_ day of January, 2021, before me, the undersigned notary public,  
\_\_\_\_\_, the above-named member person personally  
appeared and proved to me through satisfactory evidence of identification, which was  
\_\_\_\_\_, to be the person whose name is signed on the  
preceding document and acknowledged to me that he signed it voluntarily for its stated  
purpose on behalf of Herb Chambers 83 Boston Post Road, LLC.

Notary Public  
My Commission Expires:

Attachment20.a: JLR Stormwater Covenant and Easement for SB Meeting Jan 12, 2021 (4324 : Easement acceptance - 83 Boston Post Rd)

ACCEPTANCE OF EASEMENT

On this \_\_\_\_ day of January, 2021, the Town of Sudbury, acting by and through its Board of Selectmen pursuant to the provisions of G.L. c. 83, §§1 and 3, and any other enabling authority, hereby accepts the foregoing Grant of Easement for drainage purposes.

TOWN OF SUDBURY,  
By Its Board of Selectmen

\_\_\_\_\_  
Janie W. Dretler, Chair

\_\_\_\_\_  
Jennifer Roberts, Vice Chair

\_\_\_\_\_  
Daniel E. Carty, Member

\_\_\_\_\_  
Charles Russo, Member

\_\_\_\_\_  
William Schineller, Member

COMMONWEALTH OF MASSACHUSETTS

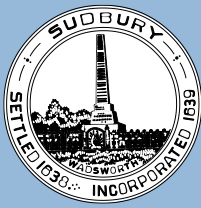
MIDDLESEX, ss

On this \_\_\_\_ day of January, 2021, before me, the undersigned notary public,

\_\_\_\_\_

\_\_\_\_\_, the above-named member of the Board of Selectmen for the Town of Sudbury, personally appeared and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document and acknowledged to me that s/he signed it voluntarily for its stated purpose as a member of the Board of Selectmen of the Town of Sudbury.

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



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**CONSENT CALENDAR ITEM**

**21: Easement acceptance - 58 Carriage Way**

REQUESTOR SECTION

Date of request:

Requestor: Beth Suedmeyer

Formal Title: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled “DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM” granted by Portside Realty Trust for stormwater system maintenance purposes upon the property at 58 Carriage Way.

Recommendations/Suggested Motion/Vote: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled “DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM” granted by Portside Realty Trust for stormwater system maintenance purposes upon the property at 58 Carriage Way.

Background Information:  
attached covenant and easement

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Daniel E Carty	Pending
Select Board	Pending

01/26/2021 6:30 PM

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

This Declaration of Restrictive Covenants and Grant of Easement (this “Restriction”) is made as of 12/23/2020, by Portside Realty Trust (the “Owner”) of 58 Carriage Way, Sudbury, MA 01776 (the “Property”) in favor of the Town of Sudbury (the “Town”), a Massachusetts municipal corporation, by and through its Board of Selectmen, having an address of 278 Old Sudbury Road, Sudbury, MA 01776.

Whereas, the Owner applied to the Sudbury Planning Board for approval of a Stormwater Management Permit, for the Property (the “Project”) and the Planning Board, on 6/25/2018, issued a “Storm Water Management Permit SWMP-18-12” (the “Permit”) upon the Property shown as Lot 11 as shown on a Plan entitled “Proposed Sewer Disposal Plan” Prepared by Sullivan, Connors & Associates, dated 4/26/2016, and recorded with the Middlesex South Registry of Deeds in, to which plan reference is made for a more particular description of said the Property.

Whereas, the stormwater management system required to drain stormwater relating to the Project is to be located on the Property; and

Whereas, the Sudbury Planning Board’s decision to grant the Owner the Permit is contingent upon the Owner being responsible for the perpetual maintenance of the stormwater management system located on the Property, including, without limitation, all appurtenances related thereto (as the same may be altered from time to time, the “Stormwater System”); see Storm Water Operation and Maintenance Plan dated 12/21/2020.

Whereas, the Owner agrees to provide such perpetual maintenance of the Stormwater System by imposing restrictive and protective covenants on the Property and by granting an easement over the Property and to allow the Town if the Owner fails to do so, to perform such maintenance and charge and assess the Owner for the cost thereof,

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



1. The Owner, and/or its successors and assigns, shall be responsible, at its sole cost and expense, for constructing, installing, maintaining, operating, repairing, and replacing, the Stormwater System located on the Property for the purpose of allowing for the proper and efficient flow of stormwater as described in the Best Management Practices and the Operation and Maintenance Plan and the Stormwater Operations and Maintenance Manual entitled “ Storm Water Operation and Maintenance Plan ” prepared by Sullivan, Connors & Associates and dated 12/21/2020, on file with the Town, as the same may be amended or renewed from time to time with the prior written consent of the Town such consent not to be unreasonably withheld, delayed or conditioned.
2. The Owner hereby grants to the Town the non-exclusive, perpetual right and easement to enter the Property and any and all portions thereof for the purpose of inspecting the Stormwater System to determine compliance with the terms hereof, and to take any and all actions necessary or convenient to abate or remedy any violation hereof upon the terms and conditions set forth herein. Notwithstanding the above, the Town shall have no obligation to take any such actions.
3. In the event of a failure by the Owner to comply with the requirements of this Restriction resulting in the failure of the Stormwater System to function properly, the Town shall have the right to deliver to the then Owner of the Property a written notice (pursuant to the notice provision below) to remedy said violation specifying the work that is required in order to enable the Stormwater System to function properly and providing for a thirty (30) day time period in which to complete such work. If the remedy is of such a nature that the same cannot be reasonably completed within said thirty (30) day period, then the Town shall impose such other, additional timeframe upon the Owner as is reasonable under the circumstances. In the event the remedy is not completed in a manner reasonably satisfactory to the Town within said thirty (30) day period (or such other additional timeframe imposed by the Town), or the Owner shall fail to commence such remedy within the applicable period, or thereafter fail to prosecute the completion of same with diligence and continuity, then the Town may, but shall have no obligation to, enter upon the Property and remedy the failure described in its notice as set forth in Paragraph 4 below.
4. In connection with any such entry, the Town shall use reasonable efforts (a) to give prior notice to the Owner of same, except in the case of emergency, and (b) not to unreasonably interfere with the current use of the Property, or with access to the Property, except to the extent as may be reasonably required in order to prosecute such remedy. The Town shall promptly restore or replace any portion of the areas outside the Stormwater System disturbed in the exercise of its rights hereunder to the condition it was in prior to undertaking such work, to the extent reasonably possible.

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

5. The rights hereby granted to the Town include the right to enforce the obligations of the Owner set forth herein by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violation, including, without limitation, relief requiring repair, maintenance or replacement of the Stormwater System (it being agreed that the Town has no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town. The Town shall have the option to enforce said obligations, but does not have the obligation to do so. The actual expenses incurred by the Town in abating or remedying any violation hereof and in enforcing the duties of the Owner hereunder shall be paid by the Owner within thirty (30) days after delivery of written notice to the Owner by the Town accompanied by reasonable evidence of such expenses, and, if not paid within the time allowed, the Town may recover its costs by means of a municipal lien and/or betterment assessments on the Property in accordance with M.G.L. c. 80 and/or other applicable law. Any election by the Town as to the manner and timing of its right to enforce these covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

6. Within twenty (20) days after written request therefor, the Town shall execute and deliver to the then Owner an estoppel certificate stating that to the best of the Town's knowledge as of the date of the certificate whether any default has occurred under this Restriction by the Owner, and if there are known defaults, specifying the nature thereof. Notwithstanding anything contained herein to the contrary, the issuance of an estoppel certificate shall in no event subject the Town to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of the Town to disclose correct and/or relevant information included in any such estoppel certificate, but the



Town shall be estopped from claiming or enforcing hereunder any then-existing default not set forth in such certificate, the same, if any, being waived upon the issuance of any such certificate.

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

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

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

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

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

12. All notices required or permitted hereunder shall be in writing and addressed to the parties as set forth above or at such other addresses as the parties may designate from time to time by notice given in accordance with the terms hereof. Notices may be given by hand delivery, or by recognized overnight delivery service, including the U.S. Postal Service, and shall be deemed given upon receipt in hand, or one (1) business day after deposit with such overnight delivery service, as applicable.

13. The Owner agrees to obtain from any mortgagee having a mortgage on the Property as of the date hereof a subordination to this Restriction, stating that such

mortgages shall be subject to this Restriction. Such subordinations shall be obtained and recorded promptly.

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

[End of text. Signatures on next page.]

Executed under seal as of this 23rd day of \_December, 2020.

PROPERTY OWNER:

*[Handwritten signature of Ronald E. Ham]*

Name: Ronald E. Ham  
Title: Trustee Portside Realty Trust  
Duly Authorized

*[Handwritten signature of Mary Anne Ham]*

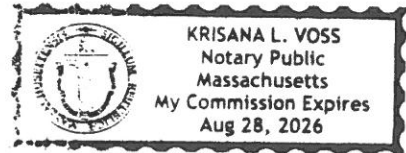
Mary Anne Ham  
Trustee Portside Realty Trust  
Duly Authorized

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this 23rd day of December, 2020, before me, the undersigned notary public, Ronald E Ham and Mary Anne Ham, the above-named member person personally appeared and proved to me through satisfactory evidence of identification, which was MA driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that s/he signed it voluntarily for its stated purpose.

*[Handwritten signature of Notary Public]*  
Notary Public  
My Commission Expires:





ACCEPTANCE OF EASEMENT

On this day of \_\_\_\_\_, 2020, the Town of Sudbury, acting by and through its Board of Selectmen pursuant to the provisions of G.L. c. 83, §§1 and 3, and any other enabling authority, hereby accepts the foregoing Grant of Easement for drainage purposes.

TOWN OF SUDBURY,  
By Its Board of Selectmen

\_\_\_\_\_  
Janie W. Dretler, Chair

\_\_\_\_\_  
Jennifer Roberts, Vice Chair

\_\_\_\_\_  
Daniel E. Carty, Member

\_\_\_\_\_  
Charles Russo, Member

\_\_\_\_\_  
William Schineller, Member

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this day of \_\_\_\_\_, 2020, before me, the undersigned notary public, \_\_\_\_\_, the above-named member of the Board of Selectmen for the Town of Sudbury, personally appeared and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_,

to be the person whose name is signed on the preceding document and acknowledged to me that s/he signed it voluntarily for its stated purpose as a member of the Board of Selectmen of the Town of Sudbury.

Notary Public  
My Commission Expires:

## STORMWATER OPERATION AND MAINTENANCE PLAN

58 Carriage Way  
Sudbury, MA

12/21/2020

Stormwater Management System Owner:  
and Responsible Party

Name: PORSINE REALTY TRUST  
58 Carriage Way  
Sudbury, MA

Signature: [Signature] TRUSTEE 12/23/20

Signature: [Signature] 12/23/20

This Operation and Maintenance Plan has been prepared in accordance with the Sudbury stormwater standards and recommendations outlined in the DEP stormwater handbook. This plan outlines the minimum efforts necessary to ensure that the stormwater collection and treatment system and sedimentation and erosion control system for this site operates in accordance with the design. Efforts in addition to the minimum listed herein may be required to ensure adequate stormwater management.

This plan includes general site restrictions, routing/non-routine operation and maintenance; reporting and record keeping; and an estimated budget.

### General Site Conditions

The following conditions are imposed as part of this Plan.

- The Stormwater Permitting Authority or its designee shall be able to enter the property, with notice to the property owner, at reasonable times and in a reasonable manner for the purpose of inspection.
- Illicit discharges into stormwater management system are perpetually prohibited.
- The use of fertilizers should be limited to slow-release fertilizers, except at establishment of vegetation.
- Uncovered and/or uncontained road de-icing materials shall not be stored on-site.
- The Planning Board or its designee shall have the right to enter the property at reasonable times in a reasonable manner for the purposes of inspections.

### Operation and Maintenance:

Schedule: The entire stormwater management system should be inspected twice per year.

Specific inspection and maintenance practices are listed under each component below. Upon completion of inspection, the inspector should specify any necessary corrective actions to be taken by ownership of the facility. The items to be inspected and maintained are described in the following sections.

Based on the observed conditions, the Responsible Party shall immediately schedule the appropriate maintenance. Some minor maintenance, such as the removal of blockages, debris and saplings in the basins may be conducted at the time of the inspection. More difficult maintenance activities, requiring special equipment, will have to be scheduled, such as the removal of excessive sediment or the repair of eroded areas. All sediment must be removed at least once per year.



Vegetation

The initial vegetation inspection shall occur four (4) weeks after final stabilization of the site; vegetation shall be dense (and aesthetically acceptable on all portions of the project, including the side slopes, buffer strips and the embankments). The inspector shall determine and document: (1) whether fertilizing is required (2) the areas where grass shall be mowed, and (3) the areas which shall be protected against erosion. In addition, recently seeded areas shall be inspected for failures.

Eroded areas shall be filled and compacted, if necessary, and reseeded as soon as possible. If an area erodes twice, then a geotextile fabric is to be installed to stabilize the area to allow vegetation to be established. These maintenance activities shall take place during the planting season. Areas affected by lack of rainfall shall be watered. If the stand is more than 60% damaged, it shall be reestablished, following the original preparation and seeding instructions. Areas of repeated erosion/scour problems shall be lined with riprap only after twice attempting to stabilize the area with geotextile fabric.

Driveway Surfaces

Paved driveway surfaces shall be inspected for settlement, cracking, potholes, and sediment/sand accumulation on the surface. Surfaces shall be swept a minimum of twice per year (spring and fall). Any structural deficiencies shall be reported to the Owner and repaired as required.

Rain Garden

Inspections shall occur quarterly during the first year of operation, and a minimum of once per year thereafter. Inspect after rain event to ensure filter is draining as designed. Inspect surface for accumulated sediment. Rake surface if required to remove debris and sediment. If finer sediment accumulates deep into media bed, replacement may become necessary.

The embankment and side slopes should exhibit no visible signs of erosion, settlement, slope failure, wildlife damage, or vehicle damage. Damaged side slopes should be repaired using similar fill of adequate permeability. Damaged embankments should be filled and compacted with impermeable soils to prevent seepage. Eroded areas should be reseeded as discussed under "vegetation". Repeated repairs to side slopes may necessitate the flattening of the slopes to ensure structural stability. Signs of vehicle damage may necessitate the construction of fences around certain areas. Repairs to damaged or deteriorating structures shall be made as soon as possible. Materials that cannot be adequately repaired, must be replaced. Rain Garden Basin Maintenance Schedule:

<u>Activity</u>	<u>Time of Year</u>	<u>Frequency</u>
Inspect & remove trash	Year round	Monthly
Mulch	Spring	Annually
Remove dead vegetation	Spring or Fall	Annually
Replace dead vegetation	Spring or Fall	Annually
Prune	Spring or Fall	Annually
Replace entire media & all vegetation	Late Spring/early Summer	As needed

*Paying careful attention to pretreatment and operation & maintenance can extend the life of the Soil media.* In many cases, during routine landscaping the maintenance tasks can be completed. Inspect regularly for sediment build-up, structural damage, and standing water.

Inspect soil and repair eroded areas monthly. Re-mulch void areas as needed. Remove litter and debris monthly. Treat diseased vegetation as needed. Remove and replace dead vegetation twice per year (spring and fall). Proper selection of plant species and support during establishment of vegetation should minimize—if not eliminate—the need for fertilizers and pesticides. Remove invasive species as needed to prevent these species from spreading into the rain garden area. Replace mulch every two years, in the early spring. Upon failure, excavate Rain Garden area, scarify bottom and sides, replace filter fabric and soil, replant, and mulch. A summary of maintenance activities can be found above.

Never store snow in rain gardens. After plowing ensure flow is not diverted around the raingarden.

Sediment Forebay

The inspector should look for debris accumulations in the basin bottom, at the inlet and outlet. Typical debris may include trash, leaves, tires, tree limbs, etc. Debris shall be removed at the time of the inspection, by hand if feasible or using heavy equipment or a vacuum pump. Sediment should be removed when depth exceeds six inches, or four times per year whichever is less.

The stone berm shall be checked for stone displacement or scour. Minor stone displacement shall be repaired at the time of inspection. Repeated scour or displacement shall require installation of larger stone.

**Reporting and Record Keeping**

The responsible party will be responsible for maintaining accurate Maintenance Logs for all maintenance, inspections, repairs, replacements, and disposal (for disposal, the log shall indicate the type of material and the disposal location). The logs shall be kept on site be available for inspection by the Town municipal departments or other auditing authority. This will be a perpetual requirement of the Owners or their Designated Party.

The Site Maintenance Log will be completed as described above, and at a minimum will include:

- a. The date of inspection or activity;
- b. Name of inspector;
- c. The condition of each BMP, including components such as:
  - i. Pretreatment devices
  - ii. Vegetation
  - iii. Inlets and outlets
  - iv. Swales
  - v. Underground drainage
  - vi. Sediment and debris accumulation.
  - vii. Any nonstructural practices
  - viii. Pavement condition
  - ix. Roof drains and gutter conditions
  - ix. Any other item that could affect the proper function of the stormwater management system
- d. Description of the need for maintenance; and
- e. For disposal include type of material and the disposal location;

**Drainage Easements:**

No drainage easements are currently proposed or required.

**Changes to Operation and Maintenance Plans**

The owner(s) of the stormwater management system must notify the Stormwater Permitting Authority or its designated Reviewing Agent of changes in ownership or assignment of financial responsibility.

**Emergency Response Plan / Spill Control Practices**

On-site storage of hazardous materials shall not be allowed.

In the event of an accident in the driveway where a significant amount of gasoline or other petroleum product is released, the following procedure should be followed:

3. Immediately contact the following agencies:
 

Sudbury Fire Department	(508)443-2239
MassDEP Emergency response	(888) 304-1133
4. Provide support to agencies listed above, which may include contacting an outside contractor to provide clean-up or contacting a Licensed Site Professional (LSP) to lead the clean-up.

The outlet to the drainage system should be inspected. If there is evidence of discharge from the drainage system, additional corrective actions must be taken extending to the receiving water or beyond.



Illicit Discharge Compliance Statement

Project: 58 Carriage Way  
Sudbury, MA

Date: December 21, 2020

Engineer's Certification:

To the best of my knowledge, the attached plans, computations and specifications meet the requirements of Standard 10 of the Massachusetts Stormwater Handbook regarding illicit discharges to the stormwater management system. Based upon site observations no detectable illicit discharges exist on the site, and future Illicit discharges are prohibited. The proposed facility is serviced by an on-site subsurface sewerage disposal system per Board of Health requirements. All current documents and attachments were prepared under my direction and qualified personnel properly gathered and evaluated the information submitted.

Name: Vito Colonna

Organization: Sullivan Connors & Assoc..

Signature: [Handwritten Signature]

Date: 12-21-20

Owner Certification:

The Owner is responsible for future compliance with all provisions of the Massachusetts Stormwater Management Policy, the EPA NPDES Construction General Permit, and responsible for identifying, eliminating, and preventing future illicit discharges

Name: PORTSIDE REATY TRUST

Organization: \_\_\_\_\_

Signature: Riffen TRUSTEE

Date: 12/23/20

Signature: Mary Ann [Handwritten]

Date: 12/23/20

Attachment 21.a: 58 Carriage Way Covenant and Easement SB Meeting Jan 12, 2021 (4325 : Easement acceptance - 58 Carriage Way)

PREPARED FOR:

PORTSIDE REALTY TRUST  
135 UNION AVENUE  
SUDBURY, MA 01776

**SULLIVAN, CONNORS  
AND ASSOCIATES**

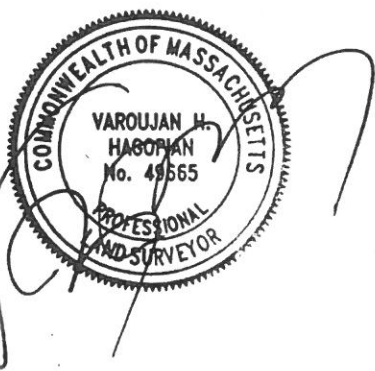
LAND SURVEYING AND CIVIL ENGINEERING  
121 BOSTON POST ROAD  
SUDBURY, MASSACHUSETTS 01776  
PHONE: 978-443-9566 FAX: 978-443-8915

**AS-BUILT SITE PLAN  
MAP K04, PARCEL 511  
58 CARRIAGE WAY  
IN  
SUDBURY, MASS.**

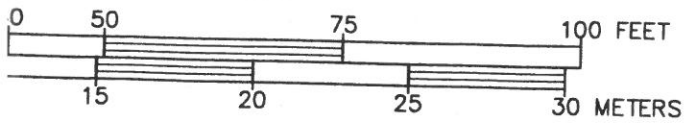

REVISED: DESCRIPTION:

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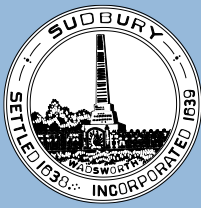
DATE: JULY 27, 2020



HIC SCALE: 1"=20'



Attachment 21.a: 58 Carriage Way Covenant and Easement SB Meeting Jan 12, 2021 (4325 : Easement acceptance - 58 Carriage Way)



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**CONSENT CALENDAR ITEM**

**22: Approve Girard contract per Fire Chief**

REQUESTOR SECTION

Date of request:

Requestor: Fire Chief John Whalen

Formal Title: Vote to approve an award of a two-year contract to Girard & Associates, LLC by the Town Manager as a sole source procurement for services to be provided for the Fire Department's Advanced Life Support Program involving quality assurance/quality control, in the amount of \$17,800 per year.

Recommendations/Suggested Motion/Vote: Vote to approve an award of a two-year contract to Girard & Associates, LLC by the Town Manager as a sole source procurement for services to be provided for the Fire Department's Advanced Life Support Program involving quality assurance/quality control, in the amount of \$17,800 per year.

Background Information:

This contract will continue services which originally commenced in 2015.  
See attached contract.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Janie Dretler	Pending
Select Board	Pending

01/26/2021 6:30 PM

**AGREEMENT FOR AN EDUCATION-BASED EMERGENCY MEDICAL SERVICES  
(EMS) QUALITY IMPROVEMENT PROGRAM BETWEEN  
THE  
TOWN OF SUDBURY  
AND  
GIRARD & ASSOCIATES LLC**

This Education-Based EMS Quality Improvement Program Agreement ("Agreement") is entered into by and between the Town of Sudbury, a municipal corporation with an office at 278 Old Sudbury Road, Sudbury, Massachusetts 01776 ("TOWN"), and Girard & Associates LLC, a Massachusetts Limited Liability Company with an office at P.O. Box 1144 Westport, MA 02790 ("GA"). TOWN desires to retain the services of GA and GA desires to render services to the TOWN upon the following terms and conditions. Therefore, in consideration of the promises, undertakings, and covenants set forth in this Agreement, the Parties agree as follows.

**1. GA OBLIGATIONS**

**a. Administer an Education-based EMS Quality Improvement Program**

- i. Audit 100% of TOWN's Ambulance Run Report and enter data into GA database;
- ii. Educate TOWN and TOWN's medical director on developing EMS clinical and quality improvement performance benchmarks and best practices;
- iii. Prepare and submit QI reports to TOWN and its physician medical director for the purpose of educating TOWN and its physician medical director regarding TOWN's performance;
- iv. Develop and implement TOWN's annual QI plan;
- v. Educate applicable TOWN personnel on TOWN's annual QI plan and its elements;
- vi. Educate, coach, and mentor TOWN's applicable personnel in coordination with TOWN and TOWN's medical director to facilitate adherence to TOWN's QI policies, procedures, and the applicable EMS treatment protocols;
- vii. Draft EMS QI policies and procedures for the approval and implementation by TOWN;
- viii. Educate TOWN and TOWN's medical director on developing performance benchmarks and best practices;
- ix. Propose recommendations for improvement processes to TOWN and TOWN's medical director regarding EMT and EMS system performance;
- x. Review circumstances surrounding EMS QI variances and develop individual or system-wide educational opportunities focused on QI benchmark achievement jointly with TOWN and TOWN's medical director;
- xi. Develop and recommend for TOWN's implementation, methods to facilitate QI related communication between TOWN, TOWN's medical director, and EMTs;

## 2. COMPENSATION AND PAYMENT SCHEDULE

- a. Subject to appropriation or availability of other funds, TOWN shall compensate GA according to the following payment schedule:
  - i. Total Compensation for: July 1, 2021 to June 30, 2022 is \$17,800; payments of \$4,450.00 are due on or before the July 1, 2021, October 1, 2021, January 1, 2022, and April 1, 2022 respectively.
  - ii. Expenses, including travel, are included in this Agreement.
- b. Withholding; Other Benefits
  - i. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. GA shall be solely responsible for reporting and paying any such taxes. The TOWN shall not provide GA with any coverage or participation in the TOWN's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided.

## 3. DURATION OF THE AGREEMENT

- a. The term of this Agreement shall be from July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2022 unless terminated in accordance with Section 9 or extended in accordance with Section 10.

## 4. CONFIDENTIALITY

- a. GA acknowledges and agrees that any information provided by TOWN or obtained by GA as a result of run report auditing, review of variances, and interviews with TOWN's employees is "Confidential Information."
- b. Except for disclosures required by law or allowed by this section, GA shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of GA or any other person, except with the prior written consent of the TOWN.
- c. TOWN understands that certain Confidential Information may be required to be disclosed to certain individuals: employees, agents, advisors, physician medical directors, or attorneys of GA.
- d. GA shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this Agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this Agreement.
- e. The term "Confidential Information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or



becomes available to GA on a non-confidential basis, provided that the source of such information was not known by GA (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.

- f. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction GA is subject to and that have the legal right to inspect the files that contain the Confidential Information and GA will advise TOWN promptly upon such disclosure.
- g. HIPAA. Acceptable uses of Protected Health Information (PHI) by GA are limited to Run Report audits, including communication about the run report audit between GA, its employees, subcontractors, agents, and TOWN's Business Associate(s), and any other purpose(s) permitted or mandated by federal pursuant to 45 C.F.R. § 164.5020)(1) (2005) or applicable state law.
  - i. Parties agree to adhere to the conditions set forth in the Business Associate Agreement, which is attached as Exhibit B hereto and incorporated by this reference.
  - n. For the purpose of the Run Report Audit, TOWN agrees to remove from each Run Report, all individually identifiable information defined at 45 CFR § 164.514(b) except a run report number which TOWN and GA determined to be a minimally necessary individual identifier prior to providing each Run Report to GA.
  - iii. For the purpose of any QI follow-up, TOWN agrees to provide additional minimally necessary individual identifiers only at the request of GA.
- h. Return of Documents. GA does not store paper copies of run reports. All paper copies of run reports will be destroyed after use. GA acknowledges and agrees that all originals and copies of records, reports, data, documents, lists, plans, memoranda, notes and other documentation related to the business of the TOWN or containing any Confidential Information that GA has in its possession, shall be the sole and exclusive property of the TOWN, and shall be returned by commercially reasonable means to the TOWN upon the termination of this Agreement or upon the written request of the TOWN.
  - 1. No Release of Confidentiality Obligations. GA agrees that the termination of this Agreement shall not release GA from any Confidentiality obligations.

## 5. INTELLECTUAL PROPERTY

- a. "Intellectual Property" means any and all designs, devices, techniques, know-how, inventions, discoveries, improvements, code, written materials, methods and practices, procedures, engineering information, technology or intellectual property rights (including, without limitation, patents, patent applications, copyrights, trademarks, trade names, trade secrets, service marks, blueprints, designs, plans, specifications, manufacturing information and processes and documentation thereof, formulae, procedures and all other proprietary rights).
- b. Solely with respect to its own Intellectual Property, GA shall have and retain all right, title and interest, including ownership of copyrights, patents, trade secrets and other intellectual property rights in and to methods, processes, techniques, strategies, materials, images,

prototypes, software, source and object code and related materials that are used or developed solely by GA, or its agents, during the term of this Agreement, including any modifications to, or derivative works or enhancements of, materials owned or licensed by either TOWN or GA and any tools, utilities, prototypes, models, processes, methodologies and other such materials that are developed, enhanced or improved during the term of this Agreement by GA or any of its agents or employees, which relate to the performance of the Services, or any modification of the services to be provided under this Agreement. TOWN acknowledges that all of this work is GA's Intellectual Property, none of this work is "work for hire" and that it has no rights to the Intellectual Property developed by GA and its agents, principals, employees, subcontractors and delivery partners.

- c. GA acknowledges that it has no right, title, and interest in any Intellectual Property licensed or owned now or in the future by TOWN, or developed solely by TOWN, or in use by TOWN at the commencement of this Agreement.
- d. Each Party will protect the other Party's Intellectual Property and confidential information with the same care and diligence as it would use to protect its own Intellectual Property and confidential information. Each Party will take all necessary and appropriate steps to safeguard the other's Intellectual Property and confidential information by employees, former employees, vendors, affiliates and others to whom they have directly, or indirectly, made confidential information available.
- e. Post Termination License. If at the time of termination of this Agreement, TOWN desires to utilize GA QI Software in connection with the operation of its QI functions, GA will grant TOWN a non-transferable, non-assignable license to use the GA QI Tools and Technology software, subject to negotiation of an annual licensing fee. GA QI Tools and Technology software means the GA internet based QI database and report generating technology utilized by GA during the duration of this Agreement. Licensing fees do not include fees associated with storing, maintaining or processing data and information on behalf of TOWN. In the event TOWN elects to have GA continue to store, maintain or process its data and information through GA's data centers, GA will be entitled to commercially reasonable fees for these additional services.
- f. TOWN will not knowingly (and will not knowingly allow any third party to): (i) knowingly permit any third party to access and use the Software; (ii) decompile, disassemble, or reverse engineer the Software, (iii) use the Software or any GA Confidential Information to develop a competing product or service; (iv) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use any Software for the benefit of any third party; (v) knowingly use any Product, or knowingly allow the transfer, transmission, export, or re-export of the Software or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; or (vi) remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of a Software (including any screen displays, etc.) or any other products or materials provided by GA hereunder. Under no circumstances, shall GA be liable or responsible for any use, or any results obtained by the use, of the Software in conjunction with any other software or third party products. All such use shall be at TOWN's sole risk.

- g. All de-identifiable data entered into the QI database is the sole property of GA. Upon completion of the Agreement and project, GA shall de-identify all data in accordance with federal and state law and provide TOWN with a written attestation of de-identification upon TOWN's request.

## 6. GA REPRESENTATIONS, WARRANTIES, AND LIABILITY

- a. GA does not guarantee specific results or positive outcomes.
- b. GA, its employees, agents, and independent contractors are not responsible for any action taken by the TOWN, its Medical Director, or state, federal, or applicable regional EMS authority as a result of GA's performance of its obligations as described in Paragraph 1 of this Agreement.
- c. GA represents to the TOWN that there is no employment contract or other contractual obligation to which GA is subject, which prevents GA from entering into this Agreement or from performing fully GA's duties under this Agreement.
- d. GA is not responsible for TOWN's applicable sentinel event reporting obligations reporting obligations under applicable state, federal law or regional EMS authority jurisdiction.
- e. GA is not responsible for the implementation of any disciplinary action of TOWN's employees that may occur as a result of GA's performance of its obligations as described in Paragraph 1 of this Agreement.
- f. GA warrants that the work contained in Paragraph 1 will be performed with reasonable care in a diligent and competent manner. GA's sole obligation will be to correct any non-conformance with this warranty provided that you give us written notice within ten business days during or after the completion of this Agreement. The notice will specify and detail the non-conformance and we will have a reasonable time based on its severity and complexity to correct the non-conformance.
- g. GA does not warrant and is not responsible for any third party products or services. TOWN's sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against GA.
- h. This warranty is GA's only warranty concerning the services and any deliverable except those provided under a separate license agreement and is made expressly in lieu of all other warranties and representations, express, implied, including any implied warranties of merchantability, or fitness for a particular purpose or otherwise, all of which are hereby disclaimed.
- g. GA will not be liable for any lost profits, savings, or business opportunity.

## 7. COVENANTS

- a. TOWN agrees that services, information, and materials provided under this agreement will not be duplicated, shared, or otherwise distributed in any way to persons or organizations

outside of TOWN, and any state, local, regional, or national regulatory agency, except as required by law. This information is being provided exclusively for internal use by TOWN.

- b. The Parties agrees to comply with all federal, state, and local laws, regulations and administrative requirements that pertain to the provision of emergency medical services by TOWN.
- c. In the event that GA, its, subcontractors, employees, or agents becomes aware of any violation of any applicable law or regulation by TOWN, GA will notify TOWN as soon as reasonably practicable.
- d. TOWN shall cooperate with GA in the performance by GA of its services under this Agreement including, without limitation, providing GA with reasonable facilities and timely access to data, information, and personnel of TOWN.
- e. TOWN agrees to provide Run Report data to GA in a mutually agreed upon secured manner in compliance with applicable state and federal data security laws.
- f. TOWN shall be responsible for the performance of its personnel and agents including its medical director for the accuracy and completeness of all data and information provided to GA for the purposes of the performance by GA of its services under this Agreement. The decision to implement any or all of GA's recommendations shall be the sole responsibility of TOWN.
- g. TOWN agrees that TOWN's physician medical director, not GA, is responsible for determining whether TOWN breached any applicable treatment protocol and what action, if any, should be taken on under the authority of the physician medical director.
- h. TOWN agrees that TOWN, not GA is responsible for the implementation of any disciplinary action of TOWN's employees that may occur as a result of GA's performance of its obligations as described in Paragraph 1 of this Agreement.

## 8. SEVERABILITY

- a. If any provision of this Agreement or the application of it to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision.
- b. The Parties shall add a provision as similar in terms to the illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

## 9. TERMINATION

- a. Either party may terminate this Agreement without cause upon sixty days written notice. Termination without cause may require notification to the TOWN.
- b. In the event that either Party has failed to perform its obligations under this Service Agreement in a material manner, and that failure has not been satisfactorily addressed through the cure process established in this Agreement, the injured Party shall have the right to terminate this Service Agreement for Cause ten days following the issuance of a written notice of termination. No

written notice of Termination for Cause will be valid unless the Party issuing the notice has complied with the cure procedure set forth below. If the performance deficiency is not addressed through the cure process, TOWN shall have the right to terminate this Agreement for Cause, as outlined herein. Either Party shall also have the right to terminate this Agreement for Cause in the event that either Party is added to the Excluded Providers list maintained by the Office of Inspector General ("OIG") maintained by the Health and Human Services Administration of the Federal Government.

- c. Procedure Regarding Cure. In the event that a Party has failed to perform its obligations under this Service Agreement, the Parties agree that the non-performing Party shall have the opportunity to cure the failure to perform prior to a Termination for Cause. Therefore, prior to issuing a written notice of termination, each Party agrees to proceed in the following manner, working, in good faith, to address the circumstances that led to the failure to perform:
- i. The Party seeking to address an area of concern shall give written notice to the non-performing Party.
  - ii. The non-performing Party shall be given fifteen days within which to satisfactorily address the concern and begin implementation of the agreed upon course of action. If necessary under the circumstances, the complete implementation of the agreed upon course of action may take more than fifteen days but may not exceed thirty days.
  - iii. If the non-performing Party fails to comply with the agreed upon course of action on the appropriate timetable, the other Party issue a notice of Termination for Cause.
  - iv. Upon the issuance of a notice of Termination for Cause, the Parties may meet to discuss the steps required to facilitate an orderly transition in connection with the termination and shall agree upon a transition plan ("Termination Transition Plan") that shall address timing of the termination of Services, employee communication, reconciliation of fees, and licenses for continued use of GA intellectual property if applicable. Any disputes that arise during these procedures and cannot be resolved by good faith dialogue among the Parties may be resolved through a mutually agreed upon alternative dispute resolution plan adopted by the Parties.

## 10. APPROPRIATION

- a. Agreement obligations beyond one year are subject to annual appropriation.

## 11. INDEPENDENT CONTRACTOR STATUS

- a. GA acknowledges that it is an independent contractor and is not an agent, partner, joint venture, or employee of TOWN. GA shall have no authority to bind or otherwise obligate TOWN in any manner nor shall GA represent to anyone that it has a right to do so.
- b. GA shall not assign any of its rights under this Agreement.
- c. GA may subcontract and/or delegate the performance of its duties under this Agreement without the prior written consent of TOWN.

## 12. INSURANCE

- a. GA shall, at its own expense, obtain and maintain general liability and auto/motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement. As proof of insurance, GA shall provide Certificate(s) of Insurance



specifically stating in the Description portion of the certificate: "**The Town of Sudbury is named as additional insured in regards to General Liability on the policies noted above by contractual Agreement.**"

- b. Coverage amounts shall be in at least the amounts noted below: General Liability: At least **\$1,000,000** per occurrence, and, at least **\$2,000,000** aggregate. Auto Liability: At least **\$1,000,000** bodily injury and property damage per occurrence, and, at least **\$2,000,000** aggregate.
- c. GA shall, before commencing performance of this Contract, provide insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
- d. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN. Since this insurance is normally written on a year-to-year basis, GA shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

### 13. MISCELLANEOUS

- a. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
- b. This Agreement constitutes the entire Agreement between TOWN and GA pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, proposals, and understandings of TOWN and GA. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by their authorized representatives.
- c. TOWN certifies that to the best of its knowledge after reasonable due diligence that the services provided by GA under this Agreement do not conflict with the applicable union collective bargaining agreement.

### 14. PRIVILEGE ISSUES

- a. GA acknowledges that TOWN believes that in connection with the delivery of the Agreement, information may be prepared under the direction of TOWN's legal counsel in anticipation of litigation, or otherwise, that TOWN seeks to keep privileged under the applicable attorney/TOWN or attorney work product or peer review privileges conferred by applicable law ("Privileged Work Product"). GA acknowledges that under such circumstances, GA is performing the services as to Privileged Work Product as an agent of TOWN, and that all matter related thereto is protected from disclosure, at TOWN's option.

- b. TOWN shall notify GA when it is to be provided access to Privileged Work Product or when its work is determined to be Privileged Work Product.
- c. After GA is notified or otherwise becomes aware that such documents, data, database, or communications are Privileged Work Product, only GA personnel for whom such access is necessary for the purpose of providing services to TOWN as provided in this Agreement may have access to Privileged Work Product.
- d. Should GA ever be notified of any judicial or other proceeding seeking to obtain access to Privileged Work Product, GA shall unless prohibited by law (a) immediately notify TOWN and (b) take such reasonable actions at TOWN's expense as may be specified by TOWN to resist providing such access.
- e. If GA is ultimately required under an order of a court of competent jurisdiction, to produce documents, disclose data or otherwise act in contravention of the confidentiality obligations imposed in this Agreement or otherwise with respect to maintaining the confidentiality, proprietary nature, and secrecy of Privileged Work Product, GA shall not be liable for breach of its obligation.
- f. In such event, GA agrees to disclose only that information minimally required to be disclosed by the legal action.

## 15. BREACH REIMBURSEMENT

In the event of a Breach caused by Subcontractor and the HIPAA Regulations require notice to Individuals pursuant to 45 CFR §§ 164.404 and 164.406, or an applicable state law for such Breach, Subcontractor will reimburse Business Associate for its reasonable and substantiated costs related to such Breach, including but not limited to, providing notification to affected Individuals, establishing and operating a call center for affected Individuals, providing credit monitoring services to affected Individuals, if appropriate, fines and penalties arising from such Breach, and all reasonable attorneys' fees associated with such Breach. This section shall survive termination of this Subcontractor Business Associate Agreement.

## 16. COMPLIANCE

- a. Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including the federal Anti-kickback statute.
- b. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five days of knowledge of such fact, and the other party may

immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

- c. Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

## 17. FORCE MAJEURE

- a. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, or hackers (a "**force majeure event**"), time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence without liability to the other party; provided, however, that TOWN will not be excused from the payment of any sums of money owed by TOWN to GA. In addition, neither party will have the right to claim damages or to terminate this Agreement as a result of a force majeure event.

## 18. PROCUREMENT PROCESS

- a. TOWN certifies that to the best of its knowledge after reasonable due diligence, this procurement process and Agreement:
  - 1. Followed all applicable rules under the Town of Sudbury's Charter, By-Laws, and policies/procedures;
  - 11. This Agreement has been entered into in accordance with the Town of Sudbury's Charter, By-Laws, policies/procedures.

## 19. CERTIFICATE OF NON-COLLUSION

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

## 16. COUNTERPARTS

- a. This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

**I have read this Agreement, had the opportunity to consult with an attorney, and represent that this Agreement shall be executed in accordance with its terms and conditions. I further represent that I have been duly authorized to sign and enter into this Agreement.**

Town of Sudbury (TOWN)

Girard & Associates LLC, (GA)

By: \_\_\_\_\_

By: \_\_\_\_\_

Duly Authorized Representative

Paul Girard

Dated:

Dated:

Attachment 22.a: Girard Associates Sudbury QA Contract 2021 - 2022 (4351 : Approve Girard contract per Fire Chief)

## **Exhibit A**

### **Business Associate Agreement**

Under the Agreement, as may be amended from time-to-time in accordance with its terms, wherein the GA (Business Associate) creates, receives, maintains or transmits Protected Health Information (PHI) on behalf of the Town of Sudbury (Covered Entity) and to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), and implementing regulations which are codified at 45 C.F.R. Parts 160 and 164, as amended from time to time (collectively the "HIPAA Standards"), the parties agree to the terms herein.

#### **1. Permitted Uses and Disclosures by Business Associate**

- a) The Business Associate's use and disclosure of PHI shall comply in all respects with the HIPAA Standards.
- b) Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity. Business Associate shall not use or disclose PHI other than permitted or required by this Business Associate Agreement or as required by law. The Business Associate shall limit the use and disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure of the PHI or as required pursuant to the Agreement. All such uses and disclosures shall be consistent with the Covered Entity's minimum necessary policies and procedures.
- c) Except as otherwise limited in this Business Associate Agreement, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that (i) the disclosure is required by law and timely notice is provided to Covered Entity prior to the disclosure, or (ii) Business Associate obtains reasonable assurances from the recipient that the PHI will remain confidential and used or further disclosed only as required by law for the purposes for which it was disclosed to the recipient, and the recipient promptly notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

#### **2. Obligations of Covered Entity**

- a) Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice of Privacy Practices and the Business Associate shall comply with such Notice of Privacy Practices.
- b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.



- c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.
- d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by Covered Entity.
- e) Covered Entity shall make all reasonable efforts to assist Business Associate with responding to an investigation or compliance audit by the Secretary, or an action by an attorney general having jurisdiction.

### 3. **Obligations and Activities of Business Associate**

- a) Business Associate shall ensure, through a written agreement, that any subcontractors of Business Associate that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI, including without limitation, the restrictions, conditions, and requirements of this Business Associate Agreement and the HIPAA Standards.
- b) Business Associate shall immediately report to Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement, any Breach, or any Security Incident involving the PHI of which the Business Associate, or a subcontractor of the Business Associate, becomes aware (each, an "Incident"). The Business Associate shall identify each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during an Incident. Notice shall be made to the Covered Entity no later than five business days after discovery of the Incident by Business Associate or a subcontractor of the Business Associate, whichever is earlier, except that in the event urgent notice may be required due to the possible imminent misuse of PHI, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than two business days. Business Associate accepts the burden of demonstrating that such notice was timely, proper and in accordance with HIPAA Standards. Business Associate shall, at its expense, take any action necessary or requested by the Covered Entity to mitigate, to the extent practicable, any harmful effect of an Incident. Business Associate shall, at its expense, provide all information and take all action requested by Covered Entity and consistent with the HIPAA Standards to assist Covered Entity in providing notice of an Incident.
- c) Business Associate shall restrict disclosures or communicate confidentially with Individuals as required by the HIPAA Standards and as requested by the Covered Entity.
- d) If the Business Associate maintains PHI in a Designated Record Set, the Business Associate shall:
  - (1) provide access (including inspection, obtaining a copy or both), in the time and manner designated by Covered Entity, and Business Associate shall not charge any fee greater than the lesser of the amount permitted by State Law or the Business Associate's actual cost of postage, labor and supplies for complying with the request;

- (2) make available PHI for amendment and incorporate any amendment(s) in the time and manner designated by Covered Entity; and
- (3) provide access to PHI that is in electronic format in the form and format requested by the Individual or Covered Entity, if not readily producible in such form or format, in a readable electronic form and format agreed to by the Covered Entity and the Individual, and transmit such copy directly to an entity or person designated by the Individual or Covered Entity. Business Associate shall not charge any fee greater than the lesser of the amount permitted by State law or the Business Associate's actual cost of postage, labor, and supplies for complying with the request.
- e) Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary investigating or determining Covered Entity's or Business Associate's compliance with the HIPAA Standards.
- f) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity or Business Associate under the HIPAA Standards to respond to a request by an Individual for an accounting of disclosures of PHI. Business Associate shall provide, in the time and manner designated by Covered Entity, an accounting of disclosures required by the HIPAA Standards made by the Business Associate.
- g) Business Associate shall prevent use or disclosure of the PHI other than as provided for in this Business Associate Agreement and shall comply, where applicable, with the HIPAA Standards with respect to electronic PHI, including Subpart C of 45 C.F.R. Part 164 ("Security Rule"). The Business Associate shall implement and maintain safeguards as necessary to ensure that all PHI is used or disclosed only as authorized under the HIPAA Standards and this Business Associate Agreement. Without limiting Business Associate's obligations under the HIPAA Standards, the Business Associate agrees to assess potential risks, and vulnerabilities to PHI in its possession and develop, implement and maintain appropriate administrative, physical and technical safeguards set forth in the HIPAA Standards to protect the confidentiality, availability and integrity of the PHI that Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity. These measures must be documented and kept current, and must include, at a minimum, those measures that fulfill the requirements outlined in the HIPAA Standards and all guidance issued by the Secretary.
- h) Business Associate recognizes that violation of any HIPAA Standard by Business Associate may subject Business Associate to civil and criminal penalties, including those set forth in 42 U.S.C. § 1320d-5 and 1320d-6 and Subparts C-E of 45 C.F.R. Part 160 ("Enforcement Rule").
- i) Business Associate shall not, and shall ensure that its subcontractors do not, directly or indirectly receive any remuneration in exchange for any PHI unless approved in advance in writing by the Covered Entity in accordance with the HIPAA Standards.

- j) Business Associate shall not, and shall ensure that its subcontractors do not, engage in any marketing or fundraising that uses or discloses PHI.
- k) Business Associate shall respond to and shall assist the Covered Entity with responding to an investigation or compliance audit by the Secretary, or an action by an attorney general having jurisdiction involving PHI subject to this Agreement.
- l) To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R Part 164 ("Privacy Rule"), Business Associate shall comply with such requirements that apply to Covered Entity in the performance of such obligations.
- m) Business Associate shall not create, receive, maintain, or transmit PHI outside of the United States or its Territories.

#### 4. Term and Termination

- a) Term. The Term of this Business Associate Agreement shall be effective as of GA's receipt of PHI and shall terminate when all of the PHI maintained by Business Associate on behalf of Covered Entity is properly and completely destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such PHI in accordance with the termination provisions in this section.
- b) Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Business Associate Agreement by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation, and Covered Entity shall terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Agreement if Business Associate has breached a material term of this Business Associate Agreement and cure is not possible, as determined by the Covered Entity in its reasonable discretion.
- c) Effect of Termination.
  - (1) Except as provided in subparagraph (2) of this subsection (c), upon termination of the Agreement or this Business Associate Agreement, for any reason, Business Associate shall return or if authorized by Covered Entity, destroy all PHI maintained by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.
  - (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. The Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible. Business Associate shall not use or disclose such PHI and shall maintain its security pursuant to this Business Associate Agreement for so long as Business Associate maintains such PHI.

- (3) The parties hereto understand and agree that the terms of this Business Associate Agreement are reasonable and necessary to protect the interests of the Covered Entity and the Business Associate. The parties further agree that the Covered Entity would suffer irreparable harm if the Business Associate breached this Business Associate Agreement. Thus, in addition to any other rights or remedies, all of which shall be deemed cumulative, the Covered Entity shall be entitled to obtain injunctive relief to enforce the terms of this Business Associate Agreement.

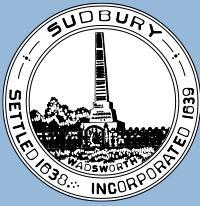
## 5. Miscellaneous

- a) Survival. The respective rights and obligations of Business Associate under Section 4(c) of this Business Associate Agreement shall survive the termination of this Business Associate Agreement.
- b) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Standards.
- c) No Private Cause of Action. This Business Associate Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Business Associate Agreement, as a result of any claim arising out of the breach of this Business Associate Agreement, the HIPAA Standards or other state or federal law or regulation relating to privacy or security.
- d) Amendment. In the event that any law or regulation is enacted or promulgated regarding the protection of health information that is in any way inconsistent with the terms of this Business Associate Agreement or that interferes with Covered Entity's obligations with respect to the protection of health information so as to warrant a modification to this Business Associate Agreement or in the event any HIPAA Standard is amended or modified, the Covered Entity shall have the right to amend this Business Associate Agreement to effectuate such change by providing notice thereof to Business Associate but without having to obtain Business Associate's consent thereto. Except as set forth above in this Section 5(f), this Business Associate Agreement shall only be amended or modified upon written consent of the parties.
- e) Application of State Law. Where any applicable provision of State law relates to the privacy or security of health information and is not preempted by HIPAA, as determined by application of the HIPAA Standards, the parties shall comply with the applicable provisions of State law.
- f) Severability. If any provision of this Business Associate Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Business Associate Agreement shall remain in full force and effect.
- g) Governing Law. This Business Associate Agreement shall be interpreted, construed, and governed according to the laws of the Commonwealth of Massachusetts. The parties agree that venue shall lie in Federal and State courts in the Commonwealth of Massachusetts, without regard to its conflicts of law principles, regarding any and all disputes arising from this Business Associate Agreement.

- h) Notices. Any notice or other communication given pursuant to this Business Associate Agreement must be in writing and (a) delivered personally, (b) delivered by overnight express, or (c) sent by registered or certified mail, postage prepaid, to the address set forth above and shall be considered given upon delivery.

**The rest of this page is intentionally left blank.**





## SUDBURY SELECT BOARD

Tuesday, January 26, 2021

**CONSENT CALENDAR ITEM****23: Alta Rivers Edge temporary construction easement**REQUESTOR SECTION

Date of request:

Requestor: Town Manager Hayes

Formal Title: Vote to approve execution by the Town Manager of the Temporary Construction Easement between the Town of Sudbury and Alta River's Edge, LLC for a 70' wide portion of Town-owned property located at 484 Boston Post Road, shown on a plan entitled "License Area Exhibit – 484 Boston Post Road, Wayland, MA", dated December 22, 2020, prepared by Allen & Majors Associates, Inc.

Recommendations/Suggested Motion/Vote: Vote to approve execution by the Town Manager of the Temporary Construction Easement between the Town of Sudbury and Alta River's Edge, LLC for a 70' wide portion of Town-owned property located at 484 Boston Post Road, shown on a plan entitled "License Area Exhibit - 484 Boston Post Road, Wayland, MA", dated December 22, 2020, prepared by Allen & Majors Associates, Inc

## Background Information:

Execution of Temporary Construction License: Property location is a 70' wide portion of Town land utilized by the former Wayland Sudbury Septage Facility, located at 484 Boston Post Rd. The former Facility site is intended for construction of multi-family housing project with related amenities and common areas to be constructed by Alta River's Edge, LLC. This temporary construction license will allow the developer to demolish, remove any above-ground structures, cut and cap as necessary exiting water line at the property line, and will include grading and restoration. Work will include removal and disposal of any hazardous material which may be found. The License will terminate in nine months. Town Counsel has been involved with the development of the License.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending

Jonathan Silverstein  
Janie Dretler  
Daniel E Carty  
Select Board

Pending  
Pending  
Pending  
Pending

01/26/2021 6:30 PM

## TEMPORARY CONSTRUCTION LICENSE

THIS TEMPORARY CONSTRUCTION LICENSE ("Agreement") is made and entered into this \_\_\_\_ day of January, 2021 ("License Date") by and between the TOWN OF SUDBURY, acting by and through its Town Manager, a Massachusetts municipal corporation ("Licensor") and ALTA RIVER'S EDGE, LLC, a Delaware limited liability company ("Licensee").

### RECITALS

WHEREAS, Licensor is the owner of real property more particularly described on Exhibit A hereto (the "Town Property");

WHEREAS, Licensee intends on developing the property adjoining the Town Property and more particularly described on Exhibit B hereto (the "Licensee Property") as a multi-family housing project with related amenities and common areas (the "Project");

WHEREAS, Licensee needs to access a portion of the Town Property in order to perform the Work (defined below); and

WHEREAS, Licensor has agreed to grant Licensee and its Permittees (defined below) the right and license to perform the Work on the terms hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to the following terms and conditions:

### AGREEMENTS

1. Temporary Construction License. Licensor hereby grants a non-exclusive, temporary license ("License") to Licensee and its agents, employees, representatives and contractors (collectively, "Permittees"), for a period of nine (9) months from the date upon which Licensee commences construction activities relating to the Project (the "Term"), to enter upon the 70 foot-wide area on the Town Property shown as "License Area" on a plan entitled "License Area Exhibit—484 Boston Post Road, Wayland, MA" dated December 22, 2020, prepared by Allen & Majors Associates, Inc., attached hereto and incorporated herein as Exhibit C ("License Area"), and as more particularly described in Exhibit D attached hereto and incorporated herein, to (a) demolish and remove in its entirety the above-ground structures of the septage facility located within the License Area and all related above-ground fixtures, improvements, utilities and equipment, including without limitation, removal and proper disposal of any and all hazardous materials that are required to be removed based on the Work; (b) locate, cut and cap, as may be necessary, a water line serving the septage facility at the Licensee Property's property line, (c) perform grading activities within the License Area, excluding soil excavation on the Town Property, required in connection with the development of the Project, including filling and blending the grade on the Town Property with the Licensee Property, seeding and restoring the area to the condition it was in prior to the commencement of the Work, except to the extent the condition of the Town Property is modified in connection with the grading and other Work permitted hereunder, and (d) perform any incidental activities related to such demolition,

grading, and construction activities (collectively, the “Work”), all at Licensee’s sole cost and expense. The License shall include the right of Licensee to temporarily remove any fencing and any other above-ground improvements in the License Area which are not permanently demolished and/or removed as part of the Work (collectively, such improvements that are not permanently demolished and/or removed, the “Restorable Improvements”) necessary for Licensee to perform the Work, and locate its equipment, materials and workers in the License Area. The Licensee shall advise the Town no less than twenty-four (24) hours prior to entering the License Area of its intent to conduct the Work in the License Area and shall permit the Town or its representative(s) to observe any and all Work conducted under this License.

2. Restoration and Repair. Upon the completion of the Work, Licensee shall, at its sole cost and expense, (a) re-install any Restorable Improvements removed by Licensee to substantially the condition that existed prior to commencement of the Work, (b) repair any damage to the License Area and the Restorable Improvements located therein caused by Licensee or its Permittees and (c) remove all personal property, materials and equipment not belonging to the Town, trash and debris related to the Work from the License Area. Licensee shall pay in full for all Work and satisfy any mechanic’s liens related thereto.
3. No Representations or Warranties: Licensor makes no representations or warranties whatsoever regarding the condition of the License Area or the content of any materials located thereon, and Licensee agrees to enter the License Area and to undertake the Work at its sole risk, cost and expense. The provisions of this section shall survive the termination of this Agreement.
4. Indemnification. Licensee hereby agrees to defend, indemnify and hold Licensor harmless for, from and against all claims, actions, liabilities, liens or proceedings, including, without limitation, reasonable attorneys' fees and court costs actually incurred, resulting from any failure on the part of Licensee to comply with any provision or term of this License, and any personal injury, death or property damage (including, without limitation, hazardous materials identified in performance of the Work or caused or introduced at or to the License Area by the Licensee or any of its Permittees), suffered or incurred by Licensor or any person, firm or entity and arising out of the exercise by Licensee or its Permittees of rights under this Agreement, except to the extent arising from the negligent, intentional or willful acts or omissions of Licensor, its agents, contractors or invitees. The obligations of this Section shall survive the expiration or termination of this License.
5. Insurance. Throughout the Term, Licensee shall procure and maintain (or cause its applicable contractors performing the work to procure and maintain):
  - (a) commercial general liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 3 above), death, or property damage occurring upon the Town Property, with limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit;

(b) automobile liability insurance for owned and non-owned automobiles and trucks, and/or rented automobiles and trucks, in the amount of One Million Dollars (\$1,000,000) combined single limit; and

(c) workers compensation coverage in the minimum amount of the statutory limit.

Before any Work shall commence, Licensee and its Permittees shall provide Licensor with a certificate of insurance naming the Town as an additional insured for each of the policies described above, except workers compensation.

6. Restrictions. The License Area shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation by Licensee or its Permittees shall be made, conducted, or permitted on or with respect to all or any portion of the License Area that is illegal.
7. Licensed Contractor: All of the Work will be done by or under the supervision of a licensed contractor.
8. Termination and Revocation: This License may be revoked by the Licensor for “cause,” if not cured within ten (10) days after written notice to Licensee. If Licensee cannot reasonably cure the breach or default within ten (10) days, Licensee shall be allowed additional time (not to exceed thirty (30) additional days) as is reasonably necessary to cure such breach or default so long as: (a) Licensee commences the cure within ten (10) days of written notice by Licensor; and (b) Licensee diligently pursues a course of action that will cure such breach or default and bring Licensee back into compliance with the terms of this License. “Cause” shall mean any material breach or default of the terms of this Agreement. Except as stated herein, this License shall be irrevocable for the Term hereof. At the expiration of the Term of this License or its prior termination, the Licensee shall forthwith remove all equipment, materials, and any other personal property from the License Area.
9. Not A Right-Of-Way Dedication: Nothing contained in this License shall create or be deemed to create any rights in the general public, nor be deemed to be a gift or a dedication of any portion of any of the Town Property to or for the general public or for any public purpose whatsoever, it being the intention that this License shall be strictly limited to and for the purposes herein expressed.
10. License, Not Lease. This License and the rights granted to Licensee herein are intended and shall be deemed to constitute merely a license to occupy the License Area upon the terms and conditions set forth herein, and shall not be deemed to constitute a lease, an estate passing out of Licensor or any other interest in real property, and, therefore, Licensee shall not be entitled to any statutory right or benefit afforded to tenants of real property.
11. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings related to the matters referred to herein are superseded hereby. Any modification of this Agreement shall be in writing duly executed by both parties hereto before it shall become effective.



12. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, by other national overnight courier company, personal delivery, or by email transmission. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other. The notice addresses of the parties are as follows:

Licensee: Alta River's Edge, LLC  
 c/o Wood Partners  
 91 Hartwell Avenue  
 Lexington, MA 02421  
 Attn: Jim Lambert, Director  
 Email: jim.lambert@woodpartners.com

with a copy to: Andrew R. Allen  
 Alston & Bird LLP  
 1201 W. Peachtree Street  
 Atlanta, GA 3039  
 Email: drew.allen@alston.com

Licensor Town of Sudbury  
 Flynn Building  
 278 Old Sudbury Road  
 Sudbury, MA 01776  
 Attn: Henry Hayes, Town Manager  
 Email: HayesH@sudbury.ma.us

10. Governing Law. The laws of the Commonwealth of Massachusetts shall govern the interpretation, validity; performance, and enforcement of this License.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**LICENSOR:**

TOWN OF SUDBURY, a Massachusetts municipal corporation

By: \_\_\_\_\_  
Henry L. Hayes, Jr.,  
Town Manager

**LICENSEE:**

ALTA RIVER'S EDGE, LLC, a Delaware limited liability company

By: Alta River's Edge Venture, LLC, a Delaware limited liability company, its sole member

By: WS River's Edge, LLC, a Delaware limited liability company, its managing member

By: WP Massachusetts, LLC, a Delaware limited liability company, its sole member and manager

By: \_\_\_\_\_  
Name: Jim Lambert  
Title: Vice President

EXHIBIT A

## TOWN PROPERTY

The land on Route 20, a/k/a Boston Post Road, Sudbury, Middlesex County, Massachusetts, as more specifically described in Book 11789, Page 569 and Plan No. 540 of 1983, recorded with the Middlesex South District Registry of Deeds.

EXHIBIT B

## LICENSEE PROPERTY

The land on Route 20, a/k/a Boston Post Road, Wayland, Middlesex County, Massachusetts, shown as Lots A, C, and E on a plan entitled "ANR Subdivision Plan Assessor's Map 22, Lot 3, Lot 6 & Lot 7 Boston Post Road, Wayland, Massachusetts" prepared by WSP Transportation & Infrastructure", dated June 1, 2015, endorsed by the Wayland Planning Board on June 2, 2015, and recorded with the Middlesex South District Registry of Deeds as Plan No. 260 of 2017.





EXHIBIT D

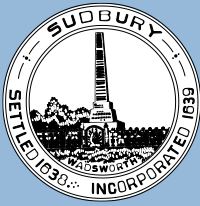
## LICENSE AREA – LEGAL DESCRIPTION

A certain license area situated along the Northerly side of Boston Post Road in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

The Point of Beginning being the Southeasterly most corner of the easement to be described hereafter; thence

S87°16'31"W      Seventy and fifty hundredths feet (70.50') to a point of; thence  
 N09°33'28"W      Three hundred five and thirty-seven hundredths feet (305.37') to a point; thence  
 N80°26'32"E      Seventy and no hundredths feet (70.00') to a point of curvature; thence  
 S09°33'28"E      Three hundred thirteen and seventy-five hundredths feet (313.75') to the point of beginning.

The above described license area contains an area of 21,669 square feet, more or less, and is more particularly shown as a "License Area" on a plan entitled "License Area Exhibit – 484 Boston Post Road, Wayland, MA". Scale: 1" = 40'. Dated December 22, 2020. Prepared for ALTA River's Edge, LLC. Prepared by Allen & Major Associates, Inc.



SUDBURY SELECT BOARD  
Tuesday, January 26, 2021

**CONSENT CALENDAR ITEM**

**24: Update Town Fiber Optic Network**

REQUESTOR SECTION

Date of request:

Requestor: Mark Thompson IT Director

Formal Title: To approve action by the Town Manager to execute the Budgetary Scope of Work ITC68 set forth by Comm-Tract Corp. to design, engineer, provide and install the Phase 2, South Ring Backbone addition to the Town’s Fiber Optic Municipal Area Network; and to execute any documents relative thereto.

Recommendations/Suggested Motion/Vote: To approve action by the Town Manager to execute the Budgetary Scope of Work ITC68 set forth by Comm-Tract Corp. to design, engineer, provide and install the Phase 2, South Ring Backbone addition to the Town’s Fiber Optic Municipal Area Network; and to execute any documents relative thereto.

**Background Information:**

Attached is the description of the Capital Project for the construction of a southern fiber-optic ring. This is the second phase of our Town-wide fiber project. The initial construction of the southern fiber-optic network was done as part of the Police Station Construction (see PO: 16-94061). This second phase of the project completes the southern fiber-optic ring. The State required that the Community Compact grants be completed by February 14, 2021 in order to maintain the grant funds. We asked for an extension and the State extended the deadline until June 1<sup>st</sup>. COVID-19 has impacted the availability of the fiber we need for the project. Bryan Hopkins from Comm-Tract has contacted the manufacturer of the outdoor fiber, Corning and they are estimating a two month wait for fiber. This delays the project until the end of March, assuming we get the order in on time.

Financial impact expected: The project is funded through a State Grant and a Capital Request at a total cost of \$159,895. The Community Compact Grant for this project was awarded in January 2020. The remaining budget was awarded at the September’s Town Meeting as part of the Article 4 – FY21 Capital Request.

Approximate agenda time requested:

Representative(s) expected to attend meeting:

**Review:**

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending

Janie Dretler  
Select Board

Pending  
Pending

01/26/2021 6:30 PM



### Town of Sudbury Capital Improvement Budget Request Form FY2021

**Department/Committee:** Information Systems  
**Item/Project Name:** Construction of the Southern Ring of the Town-Wide Fiber Optic Network

<b>Year of Initial Request:</b> 2021	<b>Estimated Total Project Cost:</b> \$70,820	<b>Estimated Future Savings:</b> \$23,640 per year (Verizon Fiber T1 lines)
<b>Estimated Incremental Costs:</b> The Fiber installation is under warranty for a 25-year period.	<b>Recurring or Nonrecurring:</b> NR	
<b>Justification Code:</b> C	<b>Priority:</b> 1	<b>Anticipated Staffing Changes:</b> None

**Project Description:** The Town was award \$89,075 through the MA State Community Compact Cabinet’s (CCC) Information Technology grant program. We are asking for an additional \$70,820 to fully fund the \$159,895 cost of building the southern ring of the fiber optic municipal network.

The purpose of this project is to establish a town-wide, dual-ring fiber optic network that will support the town’s network requirements. This will replace and/or supplement the existing network and upgrade the town’s public safety radio communications to a high-speed, fully redundant fiber. The project includes the design, engineering, and installation of the Public Safety Antenna sites to the design of the Southern and Northern Rings of the Fiber Optic Municipal Network. Under this phase of the project, the Southern ring of the network will be fully built. The network will encompass critical Public Safety communication sites that are currently accessed through copper circuits provided by Verizon. The initial focus of the project is to establish a public safety network which encompasses the Public Works, Police, Fire Departments and all emergency communication antenna sites.

**Justification and Need:** The AT&T Antenna Tower at the Transfer Station and Fire Station 2 are critical for radio communication for both the Police and Fire Departments. Currently they are using copper circuits provided by Verizon which are unreliable and difficult to maintain. The addition of the DPW building creates an emergency response network cluster of Public Works, Police, and Fire. The DPW will also be able to expand their radio antenna sites, which currently run only out of the DPW building. This expansion will eliminate blackout areas that currently exist.

Attachment24.a: FY21 Capital Improvement Project Form Southern Ring of Town-Wide Fiber Optic

**Benefit:** The creation of the southern fiber ring network will allow the Town to replace antiquated Verizon copper circuits with town-owned fiber. Verizon has let us know that they are looking to phase out the copper circuits, replacing them with reliable fiber. I spoke with Verizon to get a sense of the cost for these new fiber circuits. Our Verizon representative gave us a rough estimate of the monthly cost to convert the service from copper to fiber. They recommend moving the copper circuits to a PIP 2MB Ethernet connection. Each radio antenna site would require the purchase of a router at a one-time cost of \$3,000. The monthly cost based on the State Contract for the PIP 2MB Ethernet circuit would be \$985.00 per month for a total site cost of \$11,800 per year.

The Police/Fire currently have four antenna sites using copper circuits from Verizon for radio communication, at an average cost of \$200 per month, a total per site cost of \$2,400 per year.

This phase of the fiber optic project will allow us to connect two antenna sites to the newly constructed fiber optic network thus saving the Town \$4,800 per year in Verizon copper circuit costs. We also will avoid paying the \$6,000 equipment purchase of routers and \$23,640 per year cost when the circuits are updated to fiber PIP 2MB Ethernet circuits.

The conversion from copper circuits to Town owned fiber will also significantly increase our radio communication reliability. Verizon's copper infrastructure is subject to outages due to weather events, such as electrical storms, rain, wind, etc.

We have also found that Verizon is taking longer to respond to these outages, due to the age of this network and the lack of personnel who are experienced working on the copper system. Many of Verizon's new hires work exclusively on the fiber network and are not trained on the older systems. Verizon personnel who have experience with copper systems are aging and retiring.

The completion of the southern ring will also allow the Town to budget funds to connect to town buildings within the path of the southern ring network. The ring design of the network adds redundancy to the Town's network and allows for multiple points of failure without compromising network connectivity. This avoids catastrophic loss of Public Safety radio communications and networking if the Flynn Building goes offline.

We will be able to expand the Department of Public Works radio capabilities, eliminating the current radio blackout areas.

We have added additional fibers to the design, which will allow us to connect to other buildings, antenna sites, or other services as needed in the future.

We anticipate that some of these future needs may be the following:

- Public Wireless
- Connection to other Municipal Networks
- Connection to State Networks
- Traffic Signals / Video Cameras

The Flynn Building is currently the hub of our spoke and hub network. The addition of the southern ring network will allow our public safety network connectivity to recover if the Flynn Building is offline.

Our goal is to replicate services over to the Police Station in the event of a network failure at the Flynn Building



**Alternatives Considered and Reasons for Nonselection:** Microwave connections between sites were considered but were not feasible because of line of site issues between locations.

**Typical Replacement Lifecycle:** The viability of the fiber network will take us well into the future. We anticipate that the fiber infrastructure will remain intact for the foreseeable future. The upgrades that will occur will be at the fiber endpoints. New equipment will be introduced that complements technology advances and increased network speeds. We will modernize as these technologies become available.

**Consequences of Not Implementing or Delaying Implementation:** The success of the project will be the establishment of a fiber network framework that allows the Town to connect its public safety buildings and communication sites. The communication sites will no longer be dependent on outdated, unreliable copper circuits, which have a recurring monthly cost. The DPW Department will be able to expand their communications network and eliminate their radio blackout areas in the town. Our public safety buildings and radio systems will still be networked and functioning if the network hub at the Flynn building goes offline. The introduction of the dual ring network will give us increased recoverability if network segments are broken. The network will also enable us to create a network disaster recovery site at the Police Station. The Police Station will be able to provide the network services through the dual ring network in the event of a network disaster at the Flynn Building.

**Other Pertinent Background Information (e.g., Quotes, Studies, Evaluations, Reports, Pictures, etc.):** Copy of the CCC online grant that was submitted. Quotation and budgetary Scope of Work for the construction of the southern ring of the Town’s fiber optic municipal area network from Comm-Tract.



## Comm-Tract Corp

235 Summer Road #4  
Boxborough, MA 01719

### Bill To

Mark Thompson  
Technology Administrator  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

Invoice # 3420552  
Date 12/30/2015  
P.O. No. 16-94061IS  
Terms Due on receipt

### Description:

Final billing per Scope of Work dated July 16, 2015 for completion of project.

<b>Subtotal</b>	\$680.24
<b>Sales Tax</b>	\$0.00
<b>Total Due</b>	\$680.24

---

235 Summer Road Building #4 Boxborough, Massachusetts 01719  
Telephone: 781-890-5070 Fax: 781-890-0105 www.comm-tract.com



## Comm-Tract Corp

235 Summer Road #4  
Boxborough, MA 01719

### Bill To

Mark Thompson  
Technology Administrator  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

Invoice # 3420541  
Date 12/16/2015  
P.O. No. 16-94061IS  
Terms Due on receipt

### Description:

Progress billing per Scope of Work dated July 16, 2015 for project progress.

<b>Subtotal</b>	\$8,843.08
<b>Sales Tax</b>	\$0.00
<b>Total Due</b>	\$8,843.08



## Comm-Tract Corp

235 Summer Road #4  
Boxborough, MA 01719

### Bill To

Mark Thompson  
Technology Administrator  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

Invoice # 3420327  
Date 8/26/2015  
P.O. No. 16-94061IS  
Terms Due on receipt

### Description:

Initial billing per scope of work dated July 16, 2015 for acceptance of materials.

<b>Subtotal</b>	\$4,081.42
<b>Sales Tax</b>	\$0.00
<b>Total Due</b>	\$4,081.42

---

235 Summer Road Building #4 Boxborough, Massachusetts 01719  
Telephone: 781-890-5070 Fax: 781-890-0105 www.comm-tract.com

Attachment 24.b: 16-94061 (4360 : Update Town Fiber Optic Network)



# COMM-TRACT CORP

## Town of Sudbury Sudbury Police Department Scope of Work

### Fiber Optic Municipal Area Network Phase 1 V.07

July 16<sup>th</sup> 2015



Attachment 24.b: 16-94061 (4360 : Update Town Fiber Optic Network)





Town of Sudbury  
Sudbury Police Department  
Scope of Work – ITC 54  
Fiber Optic Municipal Area Network  
Phase 1

Chief Scott Nix  
Sudbury Police  
Town of Sudbury  
415 Boston Post Road  
Sudbury, MA 01776

To Chief Nix,

This Scope of Work (SOW) has been prepared utilizing information as provided by the Town of Sudbury, the Sudbury Police Department, and has been supplemented by on site surveys by Comm-Tract engineering personnel. The following SOW is for the design, engineering, and installation of Phase 1 of the Fiber Optic Municipal Area Network (FMAN). This version 7 of the SOW includes the sites that are to be built for the Police Department, the Town hall, and the additional capacity for sites for the town/schools that are to be added under a future SOW(s). This SOW incorporates the future fiber strand capacity for the proposed North Ring in this initial installation for the Police Department.

Comm-Tract has considerable expertise in the design, and installation of fiber optic networks throughout the northeast, and a well-deserved reputation for high quality, on time, and on budget projects over the 35 years we have been in business. The Town of Sudbury can expect the same high quality standards that our other fiber optic customers have experienced in similar projects for municipal governments, state agencies, and public safety agencies throughout the Commonwealth of Massachusetts.

Comm-Tract is an approved vendor on the ITC 54 Massachusetts State Contract, and the following SOW has utilized the pricing, and is governed by the terms and conditions of ITC 54.

We look forward to your review of our proposed Scope of Work and will follow up to discuss after you have had the opportunity to read this over.

Regards,

Bryan Hopkins  
President  
Comm-Tract Corp  
235 Summer Road  
Boxborough, MA 01719

Attachment 24.b: 16-94061 (4360 : Update Town Fiber Optic Network)



Town of Sudbury  
Sudbury Police Department  
Scope of Work – ITC 54  
Fiber Optic Municipal Area Network  
Phase 1

Prepared by:	Comm-Tract 235 Summer Road Boxborough, MA 01719	Contact: Telephone: Email:	Bryan Hopkins (781) 890-5070 x6952 bhopkins@comm-tract.com
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Date:	July 16 <sup>th</sup> 2015
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Bid No.	Sudbury FMAN P1 V.07
Customer Number	
ITC 54:	VC 209682

<b>Bill To:</b> Company:	Town of Sudbury c/o Permanent Building Committee	<b>Ship To:</b> Company:	Sudbury Police Department
Address:	278 Old Sudbury Road Sudbury, MA 01776	Address:	415 Boston Post Road Sudbury, MA 01776
Contact Name:	Mark Thompson	Contact Name:	Scott Nix
Phone:	(978) 639-3306	Phone:	(978) 443-1042
Fax:		Fax:	
Email:	<a href="mailto:thompsonm@sudbury.ma.us">thompsonm@sudbury.ma.us</a>	Email:	<a href="mailto:nixs@sudbury.ma.us">nixs@sudbury.ma.us</a>

### Description of Work

#### Fiber Optic Municipal Area Network

This Scope of Work (SOW) has been prepared utilizing information as provided by the Town of Sudbury, the Sudbury Police Department, and has been supplemented by on site surveys by Comm-Tract engineering personnel. The following SOW is for the design, engineering, and installation of Phase 1 of the Fiber Optic Municipal Area Network (FMAN). This version 7 of the SOW includes the sites that are to be built for the Police Department, the Town hall, and the additional capacity for sites for the town/schools that are to be added under a future SOW(s). This SOW incorporates the future fiber strand capacity for the proposed North Ring in this initial installation for the Police Department.

#### A. Municipal Sites – Phase 1 – Police Department:

1. Flynn Building – 278 Old Sudbury Road (Network Hub)
2. New Police Department – 75 Hudson Road
3. Fire Department Headquarters – 77 Hudson Road
4. Town Hall – 322 Concord Road



Town of Sudbury  
Sudbury Police Department  
Scope of Work – ITC 54  
Fiber Optic Municipal Area Network  
Phase 1

Note the sites above will be installed with the fiber strand capacity on the backbone routes (SMF 144 Count) that will ultimately become part of the proposed North Ring.

**B. Overview of the Phase 1 Network:**

This Phase 1 design incorporates the following key elements:

1. The Flynn Building will become the primary FMAN Network Hub and over time, the new Police Station will become the secondary Network Hub to provide back up to the Flynn Building Network Hub.
2. In this Phase 1 installation, the Fire Department HQ and will be routed/mapped to the secondary Network Hub at the new Police Station. The Town Hall will be routed to the Flynn Network Hub.
3. The SMF (Single Mode Fiber) strand capacity for the Future Sites as shown in section C below will be carried in the Phase 1 installation at 12 SMF strands per remote site. In this redundant ring topology, 6 strands are designed to go over the “protect” side of the ring, and 6 strands will travel over the “serve” side of the ring to the Flynn Building as the primary Network Hub.
4. The Flynn Building will have 12 strands assigned to a “direct” back up connection between the Flynn Building and the new Police Station.

**C. Future Sites – (12 strand SMF capacity to be carried in Phase 1 Backbone for the North Ring.)**

**North Ring Sites:**

1. Hosmer House – 308 Concord Road
2. Loring Parsonage – 311 Concord Road
3. Fairbank Community Center – 40 Fairbank Road
4. Fire Department 117 – Engine #3 – 268 North Road
5. Parks and Grounds – 503 Concord Road
6. Curtis School – 22 Pratt’s Mill Road
7. Haynes School – 169 Haynes Road
8. Lincoln-Sudbury Regional High School – 390 Lincoln Road
9. Nixon School – 472 Concord Road
10. Noyes School – 280 Old Sudbury Road

**South Ring Sites: (No strand capacity needed for these sites in Phase 1 as they are on a separate ring.)**

1. Fire Department 20 – Engine #2 – 580 Boston Post Road
2. Police Department – 415 Boston Post Road (New Police Department will move to 77 Hudson Road)
3. Water District – 199 Raymond Road



Town of Sudbury  
Sudbury Police Department  
Scope of Work – ITC 54  
Fiber Optic Municipal Area Network  
Phase 1

4. Library – 21 Concord Road
  5. Transfer Station – 20 Boston Post Road
  6. Loring School – 80 Woodside Road
- D.** The FMAN future design is comprised of (2) interconnected fully redundant physical rings, one on the “North” side of the town, and one on the “South” side. Full physical path redundancy is designed for each respective remote site back to its assigned network Hub, and in addition, the primary and secondary network hubs at Flynn and the new Police Department will also have 12 strand “direct” capacity for back-up/redundancy purposes.
- E.** The fiber network will be fully complete to each individual site including all fiber splicing at the pole location for the fiber lateral into the building, the fiber entrance cable, the fiber termination panels, the connectors, and all other materials for a complete and fully functional fiber termination in the communications room of each individual site.
- F.** The fiber network’s passive optical design will accommodate all types of wireless, and/or Ethernet connectivity for future additional requirements on the core network.
- G.** The Flynn Building Network Hub Communications Room will each have (1) high-density SC/PC Single-mode rack mount patch panels.
- H.** Each of the remote sites will have (1) 12- fiber SC/PC Single-mode wall or rack mount panel.
- I.** Pricing includes (12) SMF Patch Cables.
- J.** Both the backbone and lateral fiber cables will be field terminated using SC/PC single-mode connectors.
- K.** All optical testing will conform to industry standards.
- L.** The customer shall receive OTDR traces and Power Meter Test results at both 1310nm and 1550nm.
- M.** All test data will be compiled in electronic copy.
- N.** Pricing includes full CAD documentation for route maps, and full fiber strand engineering for Phase 1. This additional cost of \$1,125.00 is shown as a line item in the pricing section below.



Town of Sudbury  
Sudbury Police Department  
Scope of Work – ITC 54  
Fiber Optic Municipal Area Network  
Phase 1

Quantity	Bill of Materials Description
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To be provided with submittals prior to the start of the project.

Attachment 24.b: 16-94061 (4360 : Update Town Fiber Optic Network)





Town of Sudbury  
Sudbury Police Department  
Scope of Work – ITC 54  
Fiber Optic Municipal Area Network  
Phase 1

**Warranty Information - Technical and Compliance Notes:**

The Comm-Tract provided manufacturer's warranty and technical compliance with design and installation standards information is provided below as associated with this scope of work.

- Comm-Tract is an approved Extended Warranty Provider (EWP) for the manufacturer.
  - The 25 Year EWP Warranty commencing on the date of an accepted installation by the Customer covers all products and covers the repair, and/or replacement of all installed components including, but not limited to fiber cable, fiber connectors, fiber patch panels, fiber jumpers and patch cords, and other materials as installed.
  - The repair and/or replacement of any component in the certified and approved network solution as provided and installed by Comm-Tract under the EWP Warranty is provided at no cost to the Customer 25 year period of the EWP Warranty.
- 
- Comm-Tract adheres to the following design and installation standards relative to the scope of work as provided.
  - BICSI Design and Installation Applicable Standards
  - Telecommunications Industry Association (TIA) Applicable Standards
  - Electronics Industry Association (EIA) Applicable Standards
  - ANSI/TIA/EIA – 568 Standards
  - ANSI/TIA/EIA – 569 Standards
  - ANSI/TIA/EIA – 758
  - TIA/EIA 604 Fiber Optic Standards
  - TIA-492 Fiber Optic Installation Standards
  - TSB-149 Fiber Optic Workmanship Standards
  - NFPA - 70
  - IEEE 802.3 Standards



Town of Sudbury  
Sudbury Police Department  
Scope of Work – ITC 54  
Fiber Optic Municipal Area Network  
Phase 1

**Special Terms**

Customer agrees to the following payment schedule:

30% Initial Payment upon Acceptance of Materials:	\$ 4,081.43
65% Payment upon Project Progress:	\$ 8,843.08
5% Payment upon final testing and acceptance by Customer:	\$ 680.23

1. The Project Price shall be subject to adjustment in the event of any mutually agreed upon written changes made to the Scope of Work. Any changes during the project to the Scope of Work will be mutually agreed to in writing with Customer prior to any changes, or additional charges being added or deleted to the project.
2. The Project Price is valid for 30-days.
3. The Project Price does not include any pole or conduit licensing fees as the Customer has existing rights agreements for aerial and conduit locations.
4. The Project Price assumes underground conduits are in passable condition for purposes of installation of the fiber cable. If any new conduit installation is required, and/or repairs of existing conduit is needed, then there would be additional costs with an approved change order.
5. The Project Price does not include any costs for Police details.
6. The Project Price does not include any taxes.
7. Tax exempt certificate to be provided by the Town.
8. The Project Price includes all shipping costs.
9. The Project Price includes permitting with the Town, however fees are to be waived.
10. The Project Price fully confirms with Prevailing Wage requirements.
11. The GC or others shall supply conduits with pull strings for the building entrance, and interior.
12. All fiber cable inside buildings shall be supported by "J" hooks, cable trays or conduit.
13. Comm-Tract shall replace ceiling tiles if damaged during installation.
14. Installation work inside the building to be coordinated with the General Contractor.
15. Comm-Tract shall supply Certificates of Insurance (COI) naming the Town of Sudbury as additional insured.
16. All debris to be cleaned and removed from the site(s).
17. Comm-Tract to provide a designated Project Manager to coordinate all aspects of the installation.
18. Plenum rated cable is not required inside the building(s).
19. The Project Price assumes access to each location is free and clear for installation purposes. If such conditions are not met, and scheduled work cannot be performed, Customer is subject to Change Order on the project.



Town of Sudbury  
Sudbury Police Department  
Scope of Work – ITC 54  
Fiber Optic Municipal Area Network  
Phase 1

20. This SOW is submitted under Statewide Contract ITC54. All of the terms and conditions of the Statewide Contract ITC54 are incorporated herein and made a part hereof.
21. Customer hereby agrees to the terms and conditions set forth in the Scope of Work by signing below or issuing a Purchase order referencing this Scope of Work.

<b>Est. Completion Date:</b>	TBD
<b>Total Materials and Labor:</b>	\$ 12,479.74
<b>Engineering Documentation:</b>	\$ 1,125.00
<b>Total:</b>	\$ 13,604.74

<b>Customer Name:</b>	Town of Sudbury <i>PERMANENT BUILDING COMMITTEE</i>
<b>Authorized Signature:</b>	<i>Elaine L. Jones</i>
<b>Name:</b>	<i>ELAINE L. JONES, CO-CHAIR, PERMANENT BUILDING COMMITTEE</i>
<b>Date:</b>	<i>8/25/15</i>



Town of Sudbury  
Budgetary Scope of Work – ITC 68  
Fiber Optic Municipal Area Network  
Phase 2 – South Ring Backbone

Prepared by:	Comm-Tract 235 Summer Road Boxborough, MA 01719	Contact: Telephone: Email:	Bryan Hopkins (781) 890-5070 x6952 bhopkins@comm-tract.com
Date:	November 19 <sup>th</sup> 2020		

Bid No.	Sudbury FMAN P2 RR South V.05
SPIN:	143008129
ITC 68:	VC 6000166632
FCC Registration:	00124175408

<b>Bill To:</b>		<b>Ship To:</b>	
Company:	Town of Sudbury	Company:	Town of Sudbury
Address:	278 Old Sudbury Road Sudbury, MA 01776	Address:	278 Old Sudbury Road Sudbury, MA 01776
Contact Name:	Mark Thompson	Contact Name:	Mark Thompson
Phone:	(978) 443-8891 x307	Phone:	(978) 443-8891 x307
Fax:		Fax:	
Email:	<a href="mailto:thompsonm@town.sudbury.ma.us">thompsonm@town.sudbury.ma.us</a>	Email:	<a href="mailto:thompsonm@town.sudbury.ma.us">thompsonm@town.sudbury.ma.us</a>

### Description of Work

#### Phase 2 – South Ring Backbone

This Scope of Work (SOW) has been prepared utilizing information as provided by the Town of Sudbury, the Sudbury Police Department, and has been supplemented by on site surveys by Comm-Tract engineering personnel.

Comm-Tract will design, engineer, provide and install the following South Ring Backbone which will integrate into the existing Fiber Optic Municipal Area Network (FMAN) which will create a fully redundant physical ring topology that will provide the backbone (south side) for the following sites to be added to the ring at some point in the future:

#### A. Municipal Sites to be served by the South Ring:

1. Flynn Building – 278 Old Sudbury Road (Primary Network Hub) – Existing site on the Network
2. Town Hall – 322 Concord Road – Existing site
3. Police Department – 75 Hudson Road (Future Secondary Network Hub) – Existing site
4. Fire Department Headquarters – 77 Hudson Road – Existing site
5. Department of Public Works – 275 Old Lancaster Road – Future site
6. Fire Department – Engine #2 – 580 Boston Post Road – Future site
7. Water District – 199 Raymond Road – Future site
8. Library – 21 Concord Road – Future site



Town of Sudbury  
 Budgetary Scope of Work – ITC 68  
 Fiber Optic Municipal Area Network  
 Phase 2 – South Ring Backbone

9. Transfer Station – 20 Boston Post Road – Future site

**B. School Sites:**

1. Loring School – 80 Woodside Road – Future site
2. Noyes Elementary School – 280 Old Sudbury Road – Future site
3. Curtis Middle School – 22 Pratts Mill Road - Future site

**C. Public Safety Sites:**

1. ATT Tower RF Site – 10 Boston Post Road – Future site
2. DPW RF Site – 275 Old Lancaster Road – Future site
3. Fire Station 2 RF Site – 550 Boston Post Road – Future site

**D. Overview of the Network:**

1. The fiber network backbone design is a fully redundant physical ring topology on the south side of the town and will interconnect to the existing FMAN backbone.
2. The fiber network's passive optical design will accommodate all types of wireless, and/or Ethernet connectivity for future additional requirements on the core network.
3. The backbone fiber cables will be fusion spliced.
4. All optical testing will conform to industry standards.
5. The customer shall receive OTDR traces and Power Meter Test results at both 1310nm and 1550nm.
6. All test data will be compiled in electronic copy.
7. Includes full ArcGIS and CAD documentation for route maps and full fiber strand engineering.

**E. Notes:**

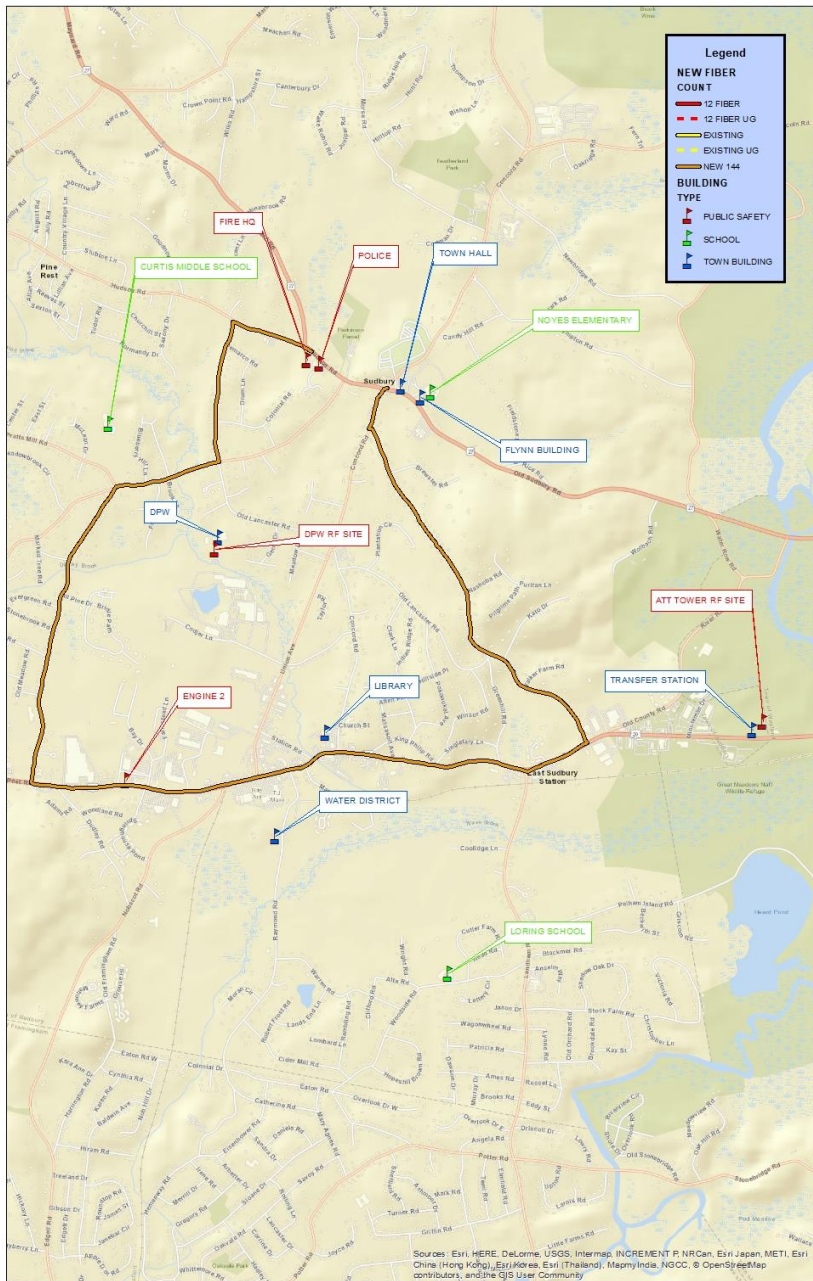
1. Pricing assumes Customer will continue to utilize existing municipal agreements and does not include any pole attachment, or underground licensing with the carrier and/or utility.
2. Pricing assumes the project is completed in a single deployment. Should any site not be ready for installation and require return trip(s) additional costs may apply.
3. Customer is responsible for providing waste containers for removal of non -hazardous trash such as wooden fiber reels, shipping boxes, and scrap fiber cable materials.
4. Loring Parsonage – 288 Old Sudbury Road is already connected to Flynn with UG MMF
5. Hosmer House – 299 Old Sudbury Road is already connected to Flynn with UG SMF





# Town of Sudbury Budgetary Scope of Work – ITC 68 Fiber Optic Municipal Area Network Phase 2 – South Ring Backbone

**F. Overview Map:** (shows the south ring backbone under this SOW w/o future laterals to remote sites)



TOWN OF SUDBURY  
PROPOSED MUNICIPAL FIBER NETWORK  
RING ARCHITECTURE

PREPARED BY: C. AUCOIN  
DATE: OCTOBER 26, 2020  
PROPRIETARY AND CONFIDENTIAL

Attachment 24.c: 21-95596 (4360 : Update Town Fiber Optic Network)



Town of Sudbury  
Budgetary Scope of Work – ITC 68  
Fiber Optic Municipal Area Network  
Phase 2 – South Ring Backbone

Quantity	Bill of Materials Description
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To be provided with submittals on the project

Attachment 24.c: 21-95596 (4360 : Update Town Fiber Optic Network)



Town of Sudbury  
 Budgetary Scope of Work – ITC 68  
 Fiber Optic Municipal Area Network  
 Phase 2 – South Ring Backbone

**Warranty Information - Technical and Compliance Notes:**

The Comm-Tract provided manufacturer's warranty and technical compliance with design and installation standards information is provided below as associated with this scope of work.

- Comm-Tract is an approved Extended Warranty Provider (EWP) for Corning Cable Systems.
- The 25 Year Corning EWP Warranty commencing on the date of an accepted installation by the Customer covers all Corning Cabling Systems products and covers the repair, and/or replacement of all installed components including, but not limited to fiber cable, fiber connectors, fiber patch panels, fiber jumpers and patch cords, and other materials as installed.
- The repair and/or replacement of any component in the certified and approved network solution as provided and installed by Comm-Tract under the EWP Warranty is provided at no cost to the Customer 25-year period of the EWP Warranty.

- Comm-Tract adheres to the following design and installation standards relative to the scope of work as provided.
- BICSI Design and Installation Applicable Standards
- Telecommunications Industry Association (TIA) Applicable Standards
- Electronics Industry Association (EIA) Applicable Standards
- ANSI/TIA/EIA – 568 Standards
- ANSI/TIA/EIA – 569 Standards
- ANSI/TIA/EIA – 758
- TIA/EIA 604 Fiber Optic Standards
- TIA-492 Fiber Optic Installation Standards
- TSB-149 Fiber Optic Workmanship Standards
- NFPA - 70
- IEEE 802.3 Standards



Town of Sudbury  
Budgetary Scope of Work – ITC 68  
Fiber Optic Municipal Area Network  
Phase 2 – South Ring Backbone

**Pricing and Terms**

Customer agrees to the following payment schedule:

30% Initial Payment upon Acceptance of Materials:	\$ 47,968.50
65% Payment upon Project Progress:	\$ 103,931.75
5% Payment upon final testing and acceptance by Customer:	\$ 7,994.75

1. The Project Price shall be subject to adjustment in the event of any mutually agreed upon written changes made to the Scope of Work. Any changes during the project to the Scope of Work will be mutually agreed to in writing with Customer prior to any changes, or additional charges being added or deleted to the project.
2. The Project Price is subject to final engineering and final scope of work.
3. The Project Price does not include any pole or conduit licensing fees as the Customer has existing rights agreements for aerial and conduit locations.
4. The Project Price does not include any costs for Police details.
5. The Project Price does not include any taxes.
6. The Project Price includes all shipping costs.
7. The Project Price assumes access to each location is free and clear for installation purposes.
8. Customer hereby agrees to the terms and conditions set forth in the Scope of Work by signing below or issuing a Purchase order referencing this Scope of Work.
9. This Scope of Work is governed by the terms and conditions of the Comm-Tract Master Customer Agreement or the Commonwealth of Massachusetts ITC 68 blanket contract.

<b>Site Surveys:</b>	Included
<b>Design and Engineering:</b>	Included
<b>Materials:</b>	Included
<b>Labor:</b>	Included
<b>Certification and Warranty:</b>	Included
<b>Total</b>	\$ 159,895.00

<b>Customer Name:</b>	Town of Sudbury
<b>Authorized Signature:</b>	
<b>Name:</b>	
<b>Date:</b>	