

SUDBURY SELECT BOARD
TUESDAY SEPTEMBER 14, 2021
6:00 PM EXECUTIVE SESSION
7:00 PM OPEN SESSION

REVISED AGENDA

Please click the link below to join the virtual Select Board meeting:
<https://us02web.zoom.us/j/360217080>
 For audio only, call the number below and enter the meeting ID on your telephone keypad.
 Dial-in number: 978-639-3366 or 470-250-9358
 Meeting ID: 360 217 080

Item #	Time	Action	Item
	6:00 PM		CALL TO ORDER
EXECUTIVE SESSION			
1.		<i>VOTE</i>	Vote to immediately enter Executive Session pursuant to Exemption 3 (G.L. c. 30A, §21(a)(3)) - To discuss strategy with respect to litigation (Eversource) Sudbury v EFSB, SJC No. 12997; Sudbury v Secretary EOEEA, Suffolk Superior Court No. 2084CV00151.
2.		<i>VOTE</i>	Continue Executive Session to discuss strategy with respect to collective bargaining (Sudbury Association of Engineering, Architects and Draftsmen IFPTE Local 105) if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (exception 3).
3.		<i>VOTE</i>	Continue Executive Session pursuant to Exemption 3 (G.L. c. 30A, §21(a)(3)) - To discuss and possibly vote on strategy with respect to litigation (National Prescription Opioids Litigation Consortium).
4.		<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
MISCELLANEOUS			
5.		<i>VOTE</i>	Discussion and vote whether to ratify the vote taken in Executive Session on 9/14/21, regarding collective bargaining matters related to negotiations between the Town of Sudbury and the Sudbury Association of Engineering, Architects and Draftsmen IFPTE Local 105 dated 9/9/21 (~10 min).
6.			Lincoln-Sudbury Regional High School regional agreement review and next steps (~20 min).

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. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible, however, the estimated timing may occasionally be inaccurate.

Item #	Time	Action	Item
7.			Town Manager Hayes to review ARPA program, funds, timeline, and possible uses (~30 min.)
8.		<i>VOTE</i>	Discussion on Sewataro Use Policy Document and other Sewataro goals. Includes discussion and possible vote to release Town Counsel Opinion related to the Town offering swimming and charging fees at Sewataro. Vice-Chair Russo and Member Schineller to present (~45 min)
9.		<i>VOTE</i>	Discussion and vote on whether to retain the rights and ownership (or not) of the U.S.A.; Reg. No. 4,826,540 and U.S.A.; Reg. No. 4,826,543 relative to the intellectual property Declarations for “Sewataro” and “Summer as it should be.” (~15 min)
10.			Discussion on Sudbury Trust Program policy document (~15 min.)
11.			CPC discussion regarding presentation of CPC articles to Select Board. Select Board Chair/CPC member Roberts to present. (~10 min.)
12.		<i>VOTE</i>	Discussion and possible vote whether or not to dissolve the Budget Strategies Task Force (~15 min.)
13.		<i>VOTE</i>	Review open session minutes of 7/27/21 and 8/10/21, and possibly vote to approve minutes.
14.			Citizen's Comments (cont)
15.			Upcoming Agenda Items
CONSENT CALENDAR			
16.		<i>VOTE</i>	Vote to approve the award of a contract by the Town Manager for a Town-Wide Historic Preservation Plan upon the recommendation of the Director of Planning and Community Development and pursuant to Article 31 of the May 22, 2021 Annual Town Meeting; and further, to execute any documents relative to said contract.
17.		<i>VOTE / SIGN</i>	Vote to accept and execute the Conservation Restriction from Bryan and Paula Coffey to the Town of Sudbury, acting by and through its Conservation Commission, pursuant to M.G.L. Ch. 184 Sec. 32 for a 1+/- acre portion of the property located at 24 Tippling Rock, shown as a portion of Assessor’s Map L06, Parcel 0101, to maintain the Premises predominantly in its natural state in perpetuity.
18.		<i>VOTE</i>	Vote to approve the Town Manager appointment of Christopher Durall, 144 Hayden Circle, as an alternate member to the Historical Commission, for a term expiring 5/31/24.
19.		<i>VOTE</i>	Vote to accept donation in the amount of \$610 from the Sudbury United Methodist Church to the Town Social Worker to be used to counsel Lincoln-Sudbury Regional High School students.

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. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible, however, the estimated timing may occasionally be inaccurate.

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

EXECUTIVE SESSION**1: Eversource discussion****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to immediately enter Executive Session pursuant to Exemption 3 (G.L. c. 30A, §21(a)(3)) - To discuss strategy with respect to litigation (Eversource) Sudbury v EFSB, SJC No. 12997; Sudbury v Secretary EOEEA, Suffolk Superior Court No. 2084CV00151.

Recommendations/Suggested Motion/Vote: Vote to immediately enter Executive Session pursuant to Exemption 3 (G.L. c. 30A, §21(a)(3)) - To discuss strategy with respect to litigation (Eversource) Sudbury v EFSB, SJC No. 12997; Sudbury v Secretary EOEEA, Suffolk Superior Court No. 2084CV00151.

Background Information:

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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

EXECUTIVE SESSION**2: Executive Session to discuss collective bargaining****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Continue Executive Session to discuss strategy with respect to collective bargaining (Sudbury Association of Engineering, Architects and Draftsmen IFPTE Local 105) if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (exception 3).

Recommendations/Suggested Motion/Vote: Continue Executive Session to discuss strategy with respect to collective bargaining (Sudbury Association of Engineering, Architects and Draftsmen IFPTE Local 105) if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (exception 3).

Background Information:

Financial impact expected:

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

EXECUTIVE SESSION**3: Executive session - opioid litigation****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Continue Executive Session pursuant to Exemption 3 (G.L. c. 30A, §21(a)(3)) - To discuss and possibly vote on strategy with respect to litigation (National Prescription Opioids Litigation Consortium).

Recommendations/Suggested Motion/Vote: Continue Executive Session pursuant to Exemption 3 (G.L. c. 30A, §21(a)(3)) - To discuss and possibly vote on strategy with respect to litigation (National Prescription Opioids Litigation Consortium).

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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

EXECUTIVE SESSION**4: Close executive session and resume open session****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close executive session and resume open session.

Recommendations/Suggested Motion/Vote:

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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**5: Ratify vote taken in Executive Session****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote whether to ratify the vote taken in Executive Session on 9/14/21, regarding collective bargaining matters related to negotiations between the Town of Sudbury and the Sudbury Association of Engineering, Architects and Draftsmen IFPTE Local 105 dated 9/9/21 (~10 min).

Recommendations/Suggested Motion/Vote: Discussion and vote whether to ratify the vote taken in Executive Session on 9/14/21, regarding collective bargaining matters related to negotiations between the Town of Sudbury and the Sudbury Association of Engineering, Architects and Draftsmen IFPTE Local 105 dated 9/9/21 (~10 min).

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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**6: LS agreement - next steps****REQUESTOR SECTION**

Date of request:

Requestor: Member Carty

Formal Title: Lincoln-Sudbury Regional High School regional agreement review and next steps (~20 min).

Recommendations/Suggested Motion/Vote: Lincoln-Sudbury Regional High School regional agreement review and next steps (~20 min).

Background Information:
attached documents

Financial impact expected:

Approximate agenda time requested: 20 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

The Regional Agreement
between
The Town of Lincoln and The Town of Sudbury
with respect to the formation of a Regional
School District, as amended

The following agreement as it stands has been changed from the original agreement of 1954 as the result of six amendments.

Amendment 1 changed the details of apportioning State and Federal Aid in Section 5 (f), and was adopted in 1966.

Amendment 2 changed the method of electing members of the School Committee in Section 1, and was adopted in 1970.

Amendment 3 changed the dates in Section 5 (Apportionment of Expenses) as a result of the change from a calendar year to a fiscal year, and was adopted in 1973.

Amendment 4 changed the dates for considering and adopting an annual budget in Section 9, again as a result of the change from a calendar year to a fiscal year, and was adopted in 1974.

Amendment 5 changed the method of apportioning District revenues and expenditures in Section 5, Section 7 and Section 9 and established the Excess & Deficiency Fund. It was adopted in 1988.

Amendment 6 changed the method by which town meetings amend the Regional Agreement by eliminating the need for paper ballots, and was adopted in 1988.

Marcia A. Roehr
Secretary to the School Committee

May 18, 1988

This Agreement entered into pursuant to Chapter 71 of the General Laws of Massachusetts as amended.

WITNESSETH that

WHEREAS the Towns of Lincoln and Sudbury desire to form a Regional School District under provision of said Chapter 71; and

WHEREAS such Towns desire to enter into an Agreement provided by said Chapter 71,

NOW THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the Towns of Lincoln and Sudbury do mutually agree as follows:

1. Number, Composition, Method of Selection and Terms of Office of the Members of the Regional District School Committee. The powers and duties and liabilities of the Regional School District shall be vested in and exercised by a Regional School District Committee. Such Committee shall consist of six members to be elected by all of the voters of Regional District voting in an annual District election to be held the last Monday in March as hereinafter provided. The term of office of each member shall be three years and until his successor has been elected and qualified. Two members shall be elected at each annual District Election commencing with the first such election to be held next following the effective date of the Second Amendment to this Agreement. A member of the Regional School District Committee must be a resident of the District. A quorum shall be four. Vacancies which occur on the Regional School District Committee shall be filled by the remaining members of the Committee acting together with the Chairman of the Board of Selectmen of each member town. The appointee filling such vacancy shall serve until the next Regional District election and until his successor has been elected and qualified. At the next Regional District election following the occurrence of such vacancy, a successor to serve for the balance of the unexpired term, if any, shall be elected. The members of the Regional School District Committee incumbent on the effective date of said Second Amendment shall hold office until the year in which their terms would ordinarily expire and until their successors have been elected and qualified as herein before provided.

Nomination papers for membership in the District Committee shall be filed with the Secretary of the District within the time allowed by Massachusetts General Laws relating to filing nominations with the town clerk in town elections and Sections 114 and 115 of Chapter 41 of the

General Laws shall so far as apt apply to nominations for the Regional District School Committee, except that the signatures of at least fifty registered voters of the Regional District shall be required for such nomination. The Annual Election shall be called and held in the manner provided for a calling and holding of an election pursuant to Section 16(n) of Chapter 71 of the General Laws so far as applicable.

Notwithstanding, the foregoing provisions of this section to the contrary, in the event the annual town elections in all the member towns shall be held on the same day as the annual District election, the annual District election may be combined with and held as part of the annual town elections in each member town and the following additional provisions shall be applicable, to wit,

- (a) The Secretary of the Regional School District shall promptly upon receipt thereof certify to the town clerk of each member town the name and address of each candidate for the Regional School District whose nomination papers have been properly filed.
- (b) The Warrant for the Annual Regional School District Election shall state that said election will be held at the same time and place as the annual town election in the member towns.
- (c) The ballot, whether printed or by voting machine, for the Annual Regional School District election may be prepared separately or with the consent of the Selectmen in all member towns may be included with and prepared as part of the ballot of the annual town election.

The town clerk in each of the member towns shall promptly certify to the Regional District Committee the result of the voting in that member town. Newly elected or appointed members of the Regional School District Committee shall be sworn to the faithful performance of the duties of the office by the Secretary of the Regional School District Committee or by the Town Clerk of the town in which he resides, who shall file a record of said oath with the Secretary of the Regional School District. Any recount petitions shall be filed with the Secretary of the School District.

2. Location of Regional District School. The Regional District School shall be located in the northeast portion of the Town of Sudbury within a radius of two and one-half miles of the junction of the two Towns.

3. Type of Regional District School. The Regional District School shall be a Senior High School consisting of Grades 9 through 12, inclusive.

The Regional District School Committee is hereby authorized to establish and maintain State-aided Vocational Education, acting as trustees therefor, in accordance with the provisions of Chapter 74, General Laws, and Acts mandatory thereto, or dependent thereon; if the Regional District School Committee deems it desirable.

4. Student Membership - Transfer Date - Tuition Pupils. The membership of the Regional School District shall include all students residing in the member Towns in Grades 9 through 12 educated at the expense of the member Town or the Regional School District.

Jurisdiction over, and responsibility for, the educational needs of such membership shall not be transferred from the local School Committees of the member Towns to the Regional District School Committee until the Student Transfer Date which shall be September 1, 1956, unless prior thereto the Regional District School Committee and the local School Committees of each of the member Towns agree upon the establishment of an earlier Student Transfer Date.

On the Student Transfer Date, the Regional District School Committee shall assume exclusive jurisdiction over, and responsibility for, the educational needs of the membership except that students of a member Town who attended High Schools outside of their Town on a tuition basis, at their Town's expense, prior to the Fall of the year that the Regional District School is prepared to accept students and who would enter Grades 11 and 12 in the Fall of such year, may finish their High School education at such High Schools outside of their Town at the Regional School District's expense. Notwithstanding the other provisions of this Agreement relating to the apportionment of operating expenses, there shall be apportioned to the respective member Towns, the entire amount, if any, by which the tuition paid by the Regional District School Committee for the students from such town exceeds the average per pupil operating cost of the Regional School District as determined by said

Committee exclusive of such tuition pupils multiplied by the number of such tuition pupils from such town.

Students residing outside the Regional School District may attend the Regional District School upon the approval of the Regional District School Committee and the payment of tuition as determined by such Committee.

Pursuant to such terms and conditions as it may prescribe the Regional District School Committee may authorize the use of Regional School District facilities by member towns or citizens thereof for such purposes as the said Committee may deem in keeping with the civic purpose of such facilities, provided no use may be authorized under this paragraph which would interfere with the use of such facilities for the purposes of the Regional School District.

5. Apportionment of Expenses and Other Items

(a) Apportionment of Costs

The several costs of construction and operation of the District and payments of principal of and interest on its bonds, notes and other obligations shall be apportioned to the member towns as follows: each member town's share for each fiscal period shall be determined by computing the ratio which the sum of its pupil enrollments in the regional school district on October 1 of the three years next preceding the start of such fiscal period bears to the sum of the pupil enrollments in the regional school district of all the member towns on October 1 of the same three years. The Treasurer of each member town shall pay to the Treasurer of the District the amount of such town's share of each installment of principal of and interest on bonds, notes and other obligations of the District at least thirty days before the due date thereof. The Treasurer of each member town shall pay to the Treasurer of the District the amount of such town's apportioned and certified share of all other expenses in twelve equal installments on the tenth day of each month.

(b) Apportionment of State and Federal Aid

Any Federal, State or other aid or grants received by the District shall be credited by the District to its budgeted expenses, and the apportionment to

the member towns under subpart (a) above shall be the net costs after the application of said aid or grants.

(c) Miscellaneous Income Defined

Miscellaneous Income shall include all income of the District other than the assessments paid by the member towns pursuant to subpart (a) above and any Federal, State or other aid or grants.

(d) Excess and Deficiency Fund

All unexpended funds, or any portion thereof, may in the discretion of the Regional District School Committee and with the written approval of the Finance Committees of each of the member towns, be paid into the Excess and Deficiency Fund provided, however, that at no time shall the total of the sums in the Excess and Deficiency Fund exceed five percent (5%) of the total District budget for the succeeding fiscal period. Monies in the Excess and Deficiency Fund may be expended, in the discretion of the Regional District School Committee for any of the following purposes: (i) to meet extraordinary and non-recurring costs attributable to the operation and maintenance of the Regional District School; (ii) to pay any other extraordinary costs when amounts from the sources described in subparts (a), (b), and (c) above are insufficient to pay such costs; or (iii) to reduce the assessment to the member towns in any fiscal period. Any such reduction of the assessment shall be in accordance with apportionment ratios set forth in subpart (a) above for the fiscal period in which such reduction occurs. Monies paid into the Excess and Deficiency Fund shall be deemed received and reserved for special purposes within the meaning of Section 9.

6. Transportation. Transportation to and from the Regional District School and any other transportation for Regional School purposes shall be the responsibility of the Regional School District and its cost shall be an ordinary operating expense.

7. Separation - Admission of Other Towns. No member Town may separate from the District except as herein provided. If no bonds or other evidence of indebtedness have

been issued by the Regional School District or if all such bonds or other indebtedness shall have been paid in full or the member Town which desires to separate shall have paid its share of installments of principal and interest of such indebtedness to date and shall have made irrevocable deposit in the name of the District with a Massachusetts bank or trust company having combined capital or surplus of not less than Five Million Dollars (5,000,000) of funds for the purpose sufficient to meet such Town's share of any future maturing installments of principal and interest on any such bonds or other indebtedness, such Town may, upon the giving of at least one year's written notice of its intention to do so pursuant to a majority vote of the voters present and voting on the question at an Annual or Special Meeting of such Town called for the purpose, withdraw from the Regional School District at the conclusion of the School term normally scheduled to end in the month of June. The Regional School District may withdraw the funds so deposited and use the same only for the payment of the share of interest and principal on its bonds or other evidences of indebtedness, which would otherwise have been apportioned to and paid by such withdrawing Town. Until such future maturing installments have been discharged, however, the withdrawing Town shall, to the extent thereof, remain liable with respect to such bonds or other indebtedness as if it had not withdrawn. The withdrawing Town's share of future maturing principal and interest shall be computed in accordance with Section 5(a), with credit for State aid as provided in Section 5(b), at the time of giving of such notice.

By an amendment of this Agreement adopted by each member Town in accordance with Section 8 and complying with the proviso therein contained, any other Town or Towns may be admitted to the Regional School District upon adoption as therein provided of such amendments and upon acceptance of the Agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

8. Amendment of Agreement. This Agreement may be amended in any manner approved by a majority vote of those present and voting on the question at an Annual Meeting or a Special Meeting called for the purpose in the member Towns, provided that no such amendment shall adversely affect any obligation previously contracted by the Regional School District or affect in any adverse manner the liability of the Regional School District or of the respective member Towns on or with respect to the payment of principal of or interest on any bonds or other evidences of indebtedness issued by the

Regional School District, provided that this provision shall not prevent the admission of new towns to the District and the reapportionment accordingly of that part of the cost of construction represented by bonds or notes of the District then outstanding and of interest thereon.

A proposal for amendment may be initiated by the Board of Selectmen of a member Town, by a majority of all the members of the Regional District School Committee or by a signed petition bearing the signatures of five hundred (500) registered voters of the District, provided the petition shall contain the signatures of at least one hundred (100) registered voters from each member Town. Said petition shall also contain, at the end thereof, a certification by the Town Clerks of the respective member Towns as to the number of signatures on the petition which appear to be the names of registered voters from that Town. Any such proposal for amendment shall be presented to the Secretary of the Regional School District Committee who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member Towns that a proposal to amend this Agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen in each member Town shall include in the warrant for the next Annual Town Meeting or for a Special Town Meeting called for the purpose, an article stating the proposal or the substance thereof. When a majority of those present and voting upon the question in all the member Towns shall have approved a proposal for amendment, said amendment shall be adopted thereby and thereupon become a part of this Agreement.

9. Preparation and Submission of Budgets. Within sixty days after the Regional District School Committee is organized, it shall prepare a reasonably detailed budget of expenses of the balance of the calendar year. Copies of such budget shall be submitted for approval to the Finance Committee and the Selectmen of the member Towns. The amount of the budget thus approved shall be apportioned between the member Towns according to their respective apportionment factors as of the preceding October 1st and shall then be delivered by the Regional District School Committee to its Treasurer for certification of the respective share thereof to each member Town. The sums thus certified shall be payable by each member Town to the Regional District School Committee only from funds appropriated by each member Town for such purpose, if any.

Thereafter, at the opening of each academic year in September, the Regional District School Committee shall as promptly as practicable proceed with the preparation of a tentative budget for the ensuing fiscal period including provision for any installment of principal or interest to become due in such period on any bonds or other evidences of indebtedness of the District. Such tentative budget shall be in reasonable detail, including the amount payable under the following classification of expenses and such other classifications as may be necessary:

General Control, including salaries of the Superintendent, Attendance Officers, Census Enumerators, and all personnel employed in the Superintendent's Office; School Committee Expense, traveling expense, supplies, postage, and other miscellaneous expense.

Expenses of Instruction, including salaries of teachers, principals and other instructional personnel, clerks in the principal's office, traveling expenses, stationery, postage and other miscellaneous expenses of the principal's office, textbooks and instructional supplies.

Operation of School Plant, including salaries of custodial personnel, fuel, custodial supplies, telephone and other miscellaneous expenses of operation.

Maintenance of School Plant, including all expenditures made for the installation, repair or replacement of grounds, buildings or equipment.

Auxiliary Agencies, including libraries, health services, transportation, tuition, physical education, lunchrooms and miscellaneous expenses.

Outlay, including expenses for alterations of grounds and buildings; and new equipment such as furniture, furnishings, instructional equipment and laboratory apparatus.

Vocational Education, including tuition to State aided Vocational Schools.

Debt Service, including principal and interest payments.

All non-recurring expenditures shall be itemized. From the total of said budget there shall be deducted any surplus of receipts for the preceding fiscal period, excepting those received and reserved for special purposes, over said cost

and expenses for that period. Upon the preparation of such tentative budget for any fiscal period and not later than thirty days prior to the date on which the final budget is to be adopted, copies of the tentative budget shall be presented and explained to the Finance Committee in each member Town and within fifteen days thereafter the Regional District School Committee shall hold a public hearing in each member Town after posting in at least three public places at least three days in advance thereof in such town, a notice signed by the Secretary of the Regional District School Committee stating the time, place and purpose of the hearing at which it shall present the proposed Regional School tentative budget and shall answer any reasonable inquiries with respect thereto. Promptly after the holding of such hearings, the Regional District School Committee shall meet for the purpose of adopting a final budget with such modifications in their tentative budget as they may consider necessary or desirable. Failure to give notice or hold hearing as herein prescribed shall not invalidate the proceedings for adopting a budget. Not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31 of such period (provided that said budget need not be adopted earlier than February 1), the Committee shall adopt a budget for the ensuing fiscal period and apportion the amount thereof between the member towns according to their respective apportionment ratios as set forth in Section 5(a).

The budget thus adopted shall then be delivered to the Treasurer for the certification of such adjusted apportioned amounts to the respective member Towns.

10. Subcommittees. The Regional District School Committee may from time to time create subcommittees, the members of which need not be members of the Regional District School Committee, and assign to such committees, subject to the supervision of the Regional District School Committee, such advisory functions as the Regional District School Committee may determine. Without limiting the generality of the foregoing, the Regional District School Committee may, to assist it in the construction of the Regional School Building, appoint a Building Committee to advise it with respect to plans, specifications, appointment of architects, engineers, the letting of contracts, the supervision of construction, and any other assistance which the Regional School Committee may desire.

11. Agreement Not to Limit Statutory Powers. Except as otherwise expressly provided herein, no provision of this Agreement shall in any manner be deemed to limit any power now or hereafter conferred by law upon the Regional School District or the Regional District School Committee established hereby.

Attachment6.a: LS Agreement May 1988 Searchable Format (4797 : LS agreement - next steps)

RECEIVED
BOARD OF SELECTMEN
SUBURBAN MASS.
JUL 12 12 56 PM '88

LAMPKELAW LLC
ATTORNEYS AT LAW

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September 8, 2020

INTER/INTRA DEPARTMENTAL MEMO
REGARDING POLICY FORMULATION
NOT A PUBLIC RECORD SUBJECT TO MANDATORY DISCLOSURE
PROPER SUBJECT FOR PARTIAL EXECUTIVE SESSION
ATTORNEY-CLIENT/ATTORNEY WORK PRODUCT PRIVILEGED MATERIAL

To: Sudbury Select Board
Town Manager
Fr: James B. Lampke, Esq. and Daniel I/ Lampke, Esq.
Re: Legal Issues Concerning Regional School District Agreement

LampkeLaw Response Memo to Questions/Concerns with LS Regional Agreement -
Town of Sudbury

Select Board member Pat Brown prepared a very helpful and thoughtful memo on questions and issues she had with the present Agreement. We have tried to provide responses based on our understanding of the memo and the current state of the law and facts. For ease of review, our comments follow the issues Select Board member Brown set forth. This memo is a works in progress and not a complete or final memo, under Exemption (d) of the public records law, not a public record and is subject to further revision.

Introduction-

Municipalities may form a regional school district jointly delegating all or part of their school committees' responsibilities to the regional school district. G.L. c. 71, §§ 14B, 16. A regional school district is typically granted the powers and duties of a school committee, and even certain powers of a municipality, to accomplish its purpose of municipalities providing cooperative action to administer a school system which would otherwise be unduly burdensome on their own. See G.L. c. 71, § 16. A RSD may lease land and building for educational purposes for periods not exceeding five years. G.L. c. 71, § 16Q. The prospective agreement of a regional school district ("RSD") must be submitted to the Department of Education, and subject to its approval, to the towns composing the regional school district for their acceptance. See G.L. c. 71, § 14B. A school committee is the entity that determines expenditures within the district's education appropriation, see G.L. c. 71, § 37, sets broad education policy, establishes performance standards for teachers, see G.L. c. 71, § 38, and negotiates and enters into collective bargaining agreements with teachers and other

school personnel, see G.L. c. 150E, § 1. School committees are composed of three or more members elected for terms of not more than three years, unless law or charter provides otherwise. G.L. c. 41, § 1.

As a preliminary matter, if the Town of Sudbury now feels that the Agreement puts an unfair burden on it, it can either propose amendments to the LSRSD school committee, withdraw from the LSRSD or threaten to if proposed amendments are rejected, seek assistance from DESE or seek help from the Massachusetts Legislature. See Burton v. Whittier Reg'l Vocational Tech. Sch. Dist., 587 F.2d 66, 69 (1st Cir. 1978) (“If the City of Haverhill now feels that the district agreement puts an unfair burden on it, it can either withdraw or seek help from the Massachusetts Legislature.”)

Questions/concerns with the LS Regional Agreement

Voting Representation
Provisions for Vocational Education
Apportionment of Capital Expenditures
Budget Timeline
Leaving the Regional District
Pathway Forward

- 1) **Voting Representation:** Amendment 2 (applied to Section #1 describing the School Committee), adopted in 1970, implements a “16n” (district wide) election, rather than electing members of the school committee from each of the member towns. This method of choosing representatives does not guarantee either town representation in proportion to the voting populations of the towns—one person/one vote. As it happens, there are two representatives from the Town of Lincoln and four from the Town of Sudbury—reflective of the 9,000-ish residents of Lincoln and 18,000-ish in Sudbury. There are those who think representation should be based upon the financial contributions of the member towns. I sympathize, but I find no basis upon which to propose that. I would like to have guaranteed representation from each of the member towns, as is customary in many regional districts: town-wide elections for four school committee representatives in Sudbury, and two in Lincoln. This has many practical advantages which aren’t really relevant here, but I can share if you’d like. **Can this deficiency be used to re-open the agreement?**

LampkeLaw response:

One person one vote is a shorthand phrase referring to the federal constitutional mandate of electoral equality under the equal protection clause, requiring “that as a general rule, whenever a state or local government decides to

select persons by popular election to perform governmental functions . . . each qualified voter must be given an equal opportunity to participate in that election, and when members of an elected body are chosen from separate districts, each district must be established on a basis that will insure, as far as is practicable, that equal numbers of voters can vote for proportionally equal numbers of officials.” Kelleher v. Se. Reg'l Vocational Tech. High Sch. Dist., 806 F.2d 9, 10 (1st Cir. 1986) (quoting Hadley v. Jr. Coll. Dist. of Metro. Kansas City, Mo., 397 U.S. 50, 56 (1970) (60 percent of the district's total school enumeration electing 50 percent of the district's trustees violates one person-one vote principle)); Black Political Task Force v. Connolly, 679 F. Supp. 109, 111 (D. Mass. 1988). This principle applies to elections for school board positions, and thus applies to a RSD's school committee when possessing sufficient governmental powers to bring it within the principle. Kelleher v. Se. Reg'l Vocational Tech. High Sch. Dist., 806 F.2d 9, 10–11 (1st Cir. 1986).

In Burton v. Whittier Reg'l Vocational Tech. Sch. Dist. the court held that while Haverhill's representation on its RSD's school committee is diluted because Haverhill's population is 41% of the RSD's population but only 15% representation on the RSD's committee, it was not an unconstitutional violation of the *one person one vote* principle since the members were *not chosen by election* but rather were *appointed by the local school committees of its constituent municipalities* and thus the *one person one vote* principle is irrelevant and the residents' voting rights were not taken away, and also noted that Haverhill knew its representation would not be in proportion to its population when it ratified the RSD's agreement. Burton v. Whittier Reg'l Vocational Tech. Sch. Dist., 587 F.2d 66, 69–70 (1st Cir. 1978) (citing Sailors v. Board of Education, 387 U.S. 105, 111 (1967); Hadley v. Junior College District, 397 U.S. 50, 54–56 (1970)). Note that because the RSD's members were appointed by local officials, option 5 below was the mechanism used to comprise that school committee.

On the other hand, in Kelleher v. Se. Reg'l Vocational Tech. High Sch. Dist. the court first held that a majority of voters cannot waive the constitutional right of a minority to an undiluted voting system and therefore the one person-one vote principle applies to an apportionment scheme approved by a majority of the voters whose votes are diluted under that scheme, and then accordingly held that the RSD's apportionment scheme where Brockton was accorded two RSD committee members while the other towns were accorded one member each and thus Brockton's citizens elected only 20% of the RSD's committee members even though Brockton represented 46% of the RSD's population while a West Bridgewater citizen's vote equates to eight times more effective in the committee than a Brockton citizen's vote, producing a great disparity between the weight of the Brockton citizen's vote compared to the weight of citizen's votes in the other member towns, violated the “*one person-one vote* principle because, by not dividing the district's elected Committee members on a population basis as nearly as practicable, it deprives voters of the constitutional right to cast an equally weighted vote.” Kelleher v. Se. Reg'l Vocational Tech. High Sch. Dist., 806 F.2d 9, 10–13 n.8 (1st Cir. 1986) (“The population deviations from average

under the instant apportionment scheme range from 131.9 percent above average for Brockton to 70 percent below average for West Bridgewater.”); see also Mahan v. Howell, 410 U.S. 315, 329 (1973) (16.4 percent maximum deviation “may well approach tolerable limits”).

Under present Massachusetts law, in comprising the members of the RSD’s school committee, the RSD has five options:

- (1): electing committee members by voters in member communities with each community's *representation apportioned according to population*;
 - (2): electing members in *district-wide elections* to be held at the *biennial* state elections;
 - (3): electing members with *residency requirements* in *district-wide elections* to be held at the *biennial* state elections;
 - (4): *weighing* the votes of committee members *according to the population they represent* and
 - (5): appointing committee members *by locally elected officials* such as school board members.
- See G.L. c. 71, § 14E (emphasis added).

Here, Section 1 of the Agreement requires that each member of the school committee be a *resident* of the District and is elected in an *annual district wide* election. Thus, while the Agreement’s current mechanism for comprising the LSRSD members is most similar to option 3 above, it could be impermissible in that the elections are *annual*, instead of *biennial* as required by options 2 and 3 above in § 14E. Nonetheless, aside from the potential defect in frequency of elections, that the LSRSD does not guarantee either town *representation in proportion* to the voting populations of the towns is not a violation of *one person-one vote* because the votes of the LSRSD’s citizens are still equally weighted since they vote *district wide* as opposed to each town’s citizens only being able to elect a specified number of representatives from each district as was the flaw with Brockton’s citizens limited to only electing two representatives. Furthermore, the Kelleher Court has already described the LSRSD’s apportionment mechanism approvingly in requiring that RSD to submit a plan of reapportionment in accordance with the *one person-one vote* principle. See Kelleher v. Se. Reg’l Vocational Tech. High Sch. Dist., 806 F.2d 9, 13 n.16 (1st Cir. 1986) (“A number of options consistent with the one person-one vote principle are available to the District. These include: electing Committee members by voters in member communities with each community's representation apportioned according to population; electing members in *District-wide, at-large elections*; electing members in *District-wide, at-large elections with residence requirements*; weighting the votes of Committee members according to the population they represent; and appointing Committee members by locally elected officials such as school board members.” (emphasis added)). Sudbury’s dissatisfaction with the current

apportionment scheme can still be raised as an issue with the Agreement motivating its desire to amend the Agreement or withdraw though.

- 2) **Provisions for Vocational Education:** Section #3, describing the type of school, indicates that LS can establish a Chapter 74 (vocational education) program. However, Section 9 (Budget Process) states that Vocational Education, including tuition to state aided vocational schools will be described as part of the LS budget. What is the responsibility of the LS Regional School to provide access to an accredited Chapter 74 vocational program for Sudbury students under the regional agreement? Specifically, is LS responsible for paying the tuition and/or transportation costs of Sudbury students enrolled in vocational programs outside the LS district?

Background:

The LS Regional School District was created by Lincoln and Sudbury in 1956. The Towns of Lincoln and Sudbury joined the Minuteman Regional

Vocational School District in 1971 (Article 48 (joining) and Article 49 (funding) the regional district.) when the Minuteman District was created.

As members of the Minuteman Vocational District, the towns of Sudbury and Lincoln were assessed annually by Minuteman to cover the costs of student tuition and transportation. This appeared as a line item in the town's annual budget.

In 2016, the towns of Lincoln and Sudbury withdrew from the Minuteman Regional Vocational School District, effective July 1, 2017.

Since that time, Sudbury (and Lincoln) vocational students attend several different area vocational schools (Assabet Valley, Minuteman Regional, Nashoba) as out-of-district students. I believe that as of Sudbury's withdrawal from the Minuteman Regional district, vocational students should have become the responsibility of the LS Regional District, but that was not pursued vigorously at the time.

Currently,

The Sudbury Public Schools counsel students to apply to the vocational school(s) of their choice as graduating eighth graders from the SPS system.

Parents have to apply to vocational schools for their students; this doesn't happen automatically.

The Town of Sudbury (not SPS and not LS) is responsible for transporting (and paying to transport) the Sudbury students to their vocational program. Arranging transportation falls to the Town Manager, who is not otherwise involved in contracting for student transportation.

The Town of Sudbury pays the tuition of vocational students.

The LS Regional District maintains that students who do not enroll in LS, such as out of district vocational students, are not their responsibility. They do, however, assume responsibility for students enrolled in out of district Special Education programs. I do not understand the legal distinction here.

Amorphous complaints have circulated about vocational students not receiving counseling or other services from the LS high school or the vocational school. Whose responsibility is it?

LampkeLaw response:

It would be helpful in dealing with this and other issues to review any reports or the like that were prepared at the time of the formation of the LSRSD, or since then, which may reference vocational education.

An argument could be made, as discussed more fully, that the intent of the Agreement was for LSRSD to be responsible for the tuition and transportation of students in its charge who want to attend a vocational school. However, not surprising with an Agreement crafted first in 1954, there are some logistical issues with the Agreement.

Section 9 of the Agreement provides in part that the “tentative budget shall in reasonable detail, including the amount payable under the following classifications of expenses and such other classifications as may be necessary:” and goes on to include as a classification “Vocational Education, including tuition to State aided Vocational Schools.” Thus, the concept of the LSRSD providing vocational educational opportunities is part of the Agreement between the parties and this something the Regional District School Committee should consider and do if there is a demand for same.

Section 4 of the Agreement deals with Student Membership and Transfer Date. Membership is defined as all students in Sudbury and Lincoln in Grades 9 through 12. Select Person Brown’s memo refers to students in Grade 8 addressing possibly wanting to attend a vocational school. Students in Grade 8 are technically not yet under the responsibility of the LSRSD. Once they are in Grade 9, they are under the jurisdiction and the responsibility of the LSRSD. If the student is in Grade 9 to 12 and wants to pursue a vocational educational education, then the LSRSD has the jurisdiction and responsibility to address that.

Grade 8 students, who are not yet under the LSRSD, may likely consider vocational education when they are in Grade 8 and such vocational education would start as early as Grade 9 (which is under the jurisdiction of the LSRSD). It makes sense that the LSRSD should be involved in those decisions and assume responsibility for those students in Grade 8 who would otherwise be transitioning to the LSRSD but for their wanting to attend a vocational school. The “sending” school district really would be the LSRSD. Note that there are application and notice time periods in the law that could affect the logistics of this issue, but those could be addressed in the future.

This view is further supported by Section 4, last paragraph on page 3, which provides in part for situations where a student who would enter Grade 11 or 12 is attending an out of district school, that student “may finish their high school education at such High Schools outside of their Town at the Regional School District’s expense.” If the LSRSD is going to pay the expenses for that student, it would seem logical that they would pay the expenses for LSRSD students who wanted to attend vocational school.

Essentially, LSRSD has “exclusive jurisdiction over and responsibility for, the educational needs of the membership”, which includes all students in Grades 9 through 12. Vocational education is an educational need. Sec. 4, 3rd par.

On this issue, depending on the development of further facts and the law, it may be that an argument or claim could be made that the LSRSD owes Sudbury (and perhaps Lincoln) for vocational costs that were incurred that should have been the responsibility of the LSRSD. This would be something that would be raised if litigation were to be pursued. The better course of action would be to try to negotiate a resolution on this issue if in fact it turns out that the LSRSD owes this money.

We should point out that the practice in some communities in similar situations is that the community pays the vocational educational and transportation expenses out of the Town or its School Department budget and not the regional school.

3) Apportionment of capital expenditures

Section #9 describes the current budget process, including the responsibility for “**Debt Service**”. **The agreement does not speak to how this is assessed.** Current practice is that any year’s debt payment is paid by the member towns as apportioned by regional agreement in the current year. The effect is that capital costs that were assumed when a member town was responsible for a specific fraction of the LS budget can shift as the relative number of students changes, leaving the town with a growing student population (or a less-rapidly -

decreasing student population) responsible for an ever-increasing per centage of the capital debt, both interest and principal.

The regional agreement should specify how debt service for capital expenditures is assessed: specifically, that the proportion of the debt to be paid by each member town is assessed at the time the debt is assumed and paid in that amount by the member towns regardless of future changes in enrollment.

LampkeLaw response:

It is suggested that “debt service” is not adequately addressed in the Agreement.

Debt service is a cost the LSRSD must address in its budget. This is provided for under Section 9. The Agreement further provides that “the Committee shall adopt a budget for the ensuing fiscal period and apportion the amount thereof between the member towns according to their respective apportionment ratios as set forth in Section 5(a).”

Debt service is thus a cost shared by the two member communities according to the apportionment ratios set forth in the Agreement.

It is being questioned that the apportionment should be different, suggesting that each community's cost is established when the debt is incurred and remains constant. It is questionable that the member Towns would find that appropriate. It could result in Town A, which when the debt was incurred years ago perhaps had a greater proportion of students but now a much lesser proportion of students, having to pay as if they had a larger proportion than they actually do. Similarly, if Town B at the time the debt was incurred had a small proportion of students but now has a much larger proportion, under the suggested scenario it would be paying a much smaller proportion of the cost yet have more students.

Perhaps the member Towns would agree to that. However, given the possible disparities it in our opinion appears doubtful.

- 4) **Budget Timeline:** From the non-recurring expenditures starting at the end of section #9:
 - a. Not later than thirty days prior to the date on which the final budget is to be adopted, copies of the tentative budget shall be presented and explained to the Finance Committee in each member town.

- b. Within fifteen days thereafter the Regional School Committee shall hold a public hearing in each member town (three days' notice).
- c. Promptly the committee shall meet to adopt a final budget.
- d. Not later than forty-five days prior to the earliest date of Town Meeting in the earlier town, the committee shall adopt a final budget and apportion the amount according to their respective ratios as set forth in Section 5(a)—but not before February 1 nor later than March 31.

First, I recognize the “get out of jail free” provision “*Failure to give notice or hold hearing as herein prescribed shall not invalidate the proceedings for adopting a budget*” in the document. However, the budget timeline does not work.

Lincoln Town Meeting is held the Saturday prior to the last Monday in March. I’ve attached a slide from the LS Budget Presentation last year (December 10, 2019) showing the timeline.

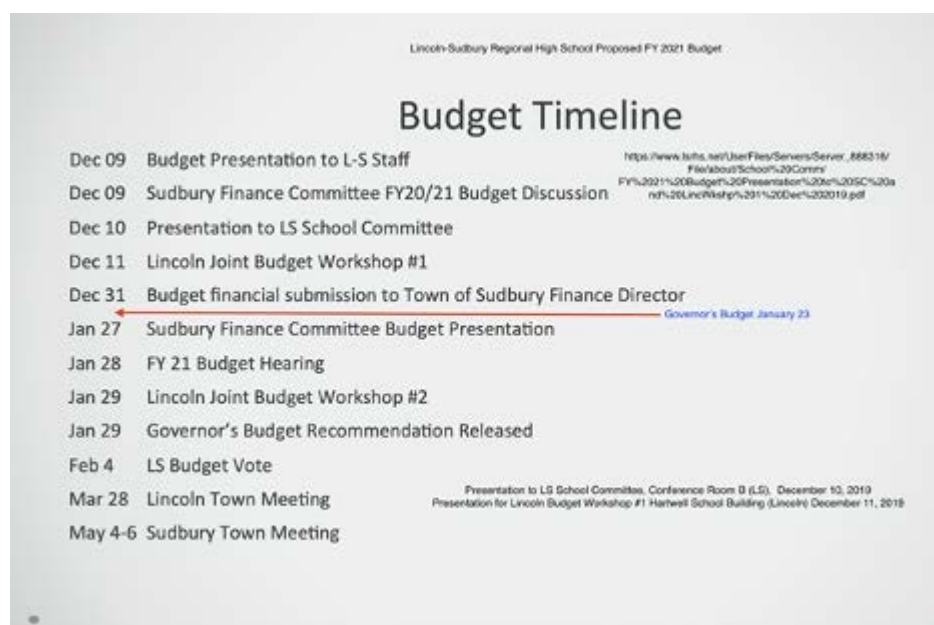
Outside budget factors

Chapter 70 (State Aid to Schools) – Governor’s Budget (January 23)

Regional School Transportation Reimbursement – Governor’s Budget (January 23)

Foundation Budget Local Contributions – Governor’s Budget (January 23)

Health Insurance rate increases—numbers available from provider (February 4)



Working from the Regional Agreement Requirement,

- i) The budget should be presented no fewer than 30 days prior to adoption, that is: prior to January 5. **That happened.** The budget was presented on December 9 to the Sudbury Finance Committee.
- ii) Within fifteen days there should be a public hearing (posted three days prior) of the budget in each town. **That did NOT happen.** It would have required a public hearing prior to December 25 in Sudbury. Given the uncertainties due to insurance rates and payments estimated from the Governor's budget, there was no new information and substantial uncertainties would have remained.
- iii) Rather, **the public hearings occurred well after the fifteen-day interval**, with the Sudbury hearing occurring on January 28. That hearing occurred at the LS High School in the Town of Sudbury; as far as I can tell, the hearing in the Town of Lincoln was not held. Link to January, 28, 2020 LS minutes https://drive.google.com/file/d/1nyDk_WoGCWMwZaglUyNN62tt0T1BL6V/view?usp=sharing
- iv) The finance committees in both towns got updates prior to adopting the final budget, since the underlying information had changed with the Governor's budget and the insurance rates update. Not specified under the agreement, but clearly permitted and just as clearly necessary. The public did not.
- v) **The School Committee shall promptly adopt a final budget.** This was done on February 4, using information that was obtained on February 4 (insurance costs).

There is the Special Circumstance which occurs in years in which a new governor/administration is elected. In that circumstance, the Governor's Budget can be delayed into February, and all items depending on that budget delayed accordingly.

Once the legal landscape underlying the regional agreement changed to require the Governor's budget, it was not possible to adhere to the schedule laid out in the agreement. I have attached (i) an article from the Sudbury Patch (submitted by Nancy Marshal, a member of the LS School Committee in 2013 but who is now a member of the Lincoln Finance Committee) which refers to the SJC decision which requires data from the Governor's budget, and (ii) a description by then-LS School Committee Chair Radha Gargeya on how the towns should set aside money because they cannot know how the apportionment between the two towns will work when the budget is approved.

The list of suggested items in a regional agreement provided by the Department

of Elementary and Secondary Education (DESE) are here: https://cb924651-2e15-4b96-90bc-e14c72bf46fe.filesusr.com/ugd/42a9dd_0ef9664195564ba08b9e61dd15ba128d.pdf

Note that some of these items are optional; some are required by regulation. However, it's best practice to re-examine the agreement periodically to adapt to just such legal changes as the SJC decision.

LampkeLaw Response:

The landmark case Town of Dartmouth v. Greater New Bedford Regional Vocational Technical High School Dist. held that the funding obligations imposed by Education Reform Act (St. 1993, c. 71) overrode the regional school district agreement funding provisions between municipalities by implication. Town of Dartmouth v. Greater New Bedford Regional Vocational Technical High School Dist., 461 Mass. 366, 961 N.E.2d 83, 276 Ed. Law Rep. 411 (2012).

As pointed out in the memo, the schedule for budgeting in the Agreement does not work and is not being followed. This in and of itself supports the two Towns working to update the Agreement. Not having a proper and accurate timeline to follow is not good management or operations. It can also lead to challenges to the process, notwithstanding the “get out of jail card”.

All parties should see at least the wisdom of updating the timeline to the realities of local government.

5) Leaving the Regional District

Section 7 describes the financial obligations of a member town leaving the district. However, if one town leaves the district then there remains a regional district of a single town? Or this dissolves the district? What happens in this event? In particular, if Sudbury chooses to leave the district under the terms of Section 7 who owns the campus and what rights remain to Lincoln? While this is not the option of choice, I want to understand the legal ramifications of this choice.

LampkeLaw Response:

It is recognized by the Sudbury team that this is not a preferred or desired (or likely) option. However, in considering concerns the Board members have, it is something that must be recognized and commented on.

The process for a member leaving is spelled out in Section 7 of the Agreement. Aside from the language in the Agreement, a community leaving a regional school district has been compared to a divorce. Typically a “transition agreement” is drafted between the District and the leaving community and often

the member communities, spelling out what are the obligations going forward for the District, its remaining members and the member leaving. This usually spells out any continuing financial obligations, as well as credits that may be applied to the leaving community. The credits can be financial and/or physical.

The present Agreement already provides for some continuing financial obligations from the Town leaving.

DESE would provide assistance usually in negotiating the transition agreement and perhaps more importantly try to facilitate resolution of any issues to avoid a breakup of the LSRSD. DESE is a proponent of regionalization.

In this instance, since at present there are only 2 members, if 1 member leaves it essentially makes it not a regional school district. One of the communities would make a claim to the building, which is a bit awkward as it is located in Sudbury. That does not mean that Lincoln could not enter into an Agreement where they continue to use the campus in Sudbury. There may be a need for special legislation to address this. Also, remember that bond counsel would become involved as the bonds are an obligation of the District back up typically by the members.

These transition agreements have to be carefully drafted as they set forth the rules going forward. Also, there could be significant health insurance and retirement obligations involved. Not all members of a school district are part of the state teacher's retirement system.

Often, an actuary is hired by the involved parties to deal with many of the financial issues.

6) Questions on Apportionment

Is the way the LS Regional Agreement apportions operating costs between the member towns (by proportion of enrolled students) consistent with what other districts do? Specifically, could apportionment be based upon equalized valuation of property values across the two towns, relative populations of the two towns, or other factors? What are the legal implications of any of these apportionment measures?

LampkeLaw Response:

Subject to the application of applicable state law, the Agreement provides for apportionment to be based on students, so long as the amounts needed for the operation of the District are properly determined under the Educational Reform Act and subsequent laws. This is a fairly typical method of apportionment.

As long as the parties agree, DESE approves and any change is consistent with the law (particularly with funding obligations), the parties can agree to other apportionment methods. It would require, at a minimum, an amendment to the Agreement.

7) Pathway Forward

The Sudbury Select Board has reached out to the Lincoln Select Board to ask about discussing the LS Regional Agreement. The response was that the Lincoln Select Board would defer to the LS School Committee. What are the options of the Sudbury Select Board to re-open the agreement?

LampkeLaw Response:

The fact that Sudbury has initiated its own review of the Agreement and relationship with Lincoln and the LSRSD is a positive first step.

We understand that you have reached out to Lincoln and they indicated they would defer to the LSRSD Committee.

In any resolution of the concerns Sudbury has, and that Lincoln and the District Committee may have, it will require all 3 parties to come together, to at least discuss the process to move forward and then move forward.

You all know the players better than we do and the lay of the land.

I might suggest the following possible plan (which of course can be easily changed)-

1. Sudbury should request the Town Manager to form a Town Manager Committee to continue addressing this. A representative of the Board of Selectmen can also be on this Committee. Other appropriate staff, consultants and legal counsel can be on the Committee. Having it as a Town Manager created Committee removes it from the limitations of the Open Meeting Law. Of course, whenever the Board is discussing the matter, the Open Meeting Law would apply, including any exemptions for Executive Session. Such a Town Manager Committee would be able to function easier.
2. Sudbury, through this Town Manager Committee, should continue to identify areas of concern both in the Agreement and in its relationship with the District and Lincoln.
3. A list of final areas should be developed.
4. An invitation should be sent to the District and Lincoln to begin a series of meetings to discuss these concerns and any additional concerns

they may have. Since they essentially “rebuffed” you before, I would suggest that you set a specific date, time and place for the meeting. Hopefully they will attend.

5. Although this is just a superficial listing, it would be a start to address an Agreement that is 64 years old. Better operating protocols that benefit everyone, including the students, are available.

We trust that this communication is helpful to you. Please contact us with any questions or other issues. We appreciate the opportunity to be of service and work with you on this important matter.

Very truly yours,
James B. Lampke
James B. Lampke
Daniel I. Lampke
Daniel I. Lampke

DIGHTON-REHOBOTH REGIONAL SCHOOL DISTRICT

New or revised language is in red. Language to be crossed out is in blue.

AMENDED AGREEMENT

BETWEEN THE TOWNS OF DIGHTON AND REHOBOTH, MASSACHUSETTS WITH
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT

The AGREEMENT entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Dighton and Rehoboth, hereinafter referred to as member towns, is hereby amended in its entirety to read as hereinafter set forth. In consideration of the mutual promises herein contained, IT IS HEREBY AGREED as follows:

SECTION I – THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Powers, Duties and Composition

The powers and duties of the regional school district (hereinafter sometimes referred to as "the District") shall be vested in and exercised by a regional district school committee (hereinafter sometimes referred to as "the Committee"). ~~Except as provided herein and in subsection I-B,~~ The Committee shall consist of ten (10) members of whom five (5) members shall be elected from Rehoboth and five (5) members shall be elected from Dighton. Elected members shall be those elected at annual town elections. Members shall serve until their respective successors are elected and qualified. To meet the requirement of proportional representation (one-person, one-vote) respective to the population of each member town, the votes of each of the ten (10) members will be weighted according to the relative populations of the two member towns. Based on the 2010 Federal Census beginning with the final approvals of this amended Agreement, the five (5) members from Rehoboth will each receive 1.2 votes and the five (5) members from Dighton will each receive a 0.8 vote. Every tenth year, following publication of the decennial federal census, and every five (5) years in between, based on official state census figures, the Committee shall review the weighted votes assigned to members from each member town on the Committee. If the then relative population of the two member towns deviates from the relative numbers of the weighed Committee votes, the weighted votes will be changed to reflect the relative member town populations as near as practical, but

within a ten percent (10%) range. each elected member from the Town of Rehoboth will have one (1) vote for a total of five (5) votes while each elected member from the Town of Dighton will have eight-tenths (.8) vote for a total of four (4) votes. In 1991 and every tenth year thereafter, following publication of the decennial federal census, the Committee shall review the weighted votes assigned to members from each town on the Committee, and if it considers changes are required in order to ensure as far as practicable that the number of votes from each town remains in approximate proportion to the respective population of the member town, shall prepare an amendment to this agreement for that purpose.

B. Interim Committee

Within thirty (30) days after the approval of this amended Agreement, but in any event before July 1, 1987, an Interim Committee shall be established and shall serve as the Committee. The Interim Committee shall consist of the present Dighton-Rehoboth Regional School Committee, and all elected members of the local school committees of the Towns of Dighton and Rehoboth. All members of the Interim Committee shall serve until their successors are elected and qualified as provided in subsection I-C.

C. Elected Members

At the first annual town election next following the approval of this amended Agreement, each member town shall elect five (5) members to serve on the Committee of whom two (2) shall serve for a term of three years; two (2) shall serve a term of two years and one (1) shall serve a term of one year. Thereafter, at **Prior to** the expiration of the term of office of an elected member or members, the member town concerned shall at its annual town election elect one (1) or two (2) members to serve for a term of three years and until his or her successor is elected and qualified.

D. Vacancies

If a vacancy occurs among the members elected under subsection I-C, the Selectmen and the remaining Committee members from the town concerned shall within thirty (30) days appoint a member to serve until the next election, at which time a successor shall be elected to serve for the balance of the unexpired term, if any. ~~If a vacancy occurs among the members appointed under subsection I-B, the moderator of the town concerned shall within thirty (30) days appoint a~~

~~member to serve until his or her successor is elected and qualified as provided in subsection I-C.~~ A positive vote will require a two-thirds (2/3) majority of the Selectmen and the remaining Committee members from the concerned member town who are present.

E. Organization

~~Promptly upon the appointment and qualification of the Interim Committee members and annually thereafter~~ Following the annual election and qualification of members, the Committee shall organize and choose by ballot a chairman and a vice-chairman from its own membership. The chairman who is so elected shall not be a resident of the same town as the previous chairman. At such meeting or at any other meeting, the Committee shall appoint a treasurer and a secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, and determine the terms of office of its officers (except the chairman and vice-chairman who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers. The Committee shall fix the time and place for its regular meetings and for the annual meeting and may provide for the calling of special meetings and other matters, either by vote or by the adoption of ~~by-laws~~ policies relating to such matters.

F. Quorum

Seven (7) members of the Committee elected pursuant to subsection I-C shall constitute a quorum and ~~six (6)~~ a minimum of 6.4 affirmative weighted votes of all members shall be required to pass any motion or act upon any other business of the Committee. Any vote on the budget and/or member town assessment(s) must be a two-thirds (2/3) vote which is a minimum of 6.67 weighted votes. A lesser number than a quorum may vote for adjournment. ~~Nine (9) members of the Interim Committee shall constitute a quorum for the transaction of any business and nine (9) affirmative votes shall be required to pass any motion.~~

SECTION II – TYPE OF REGIONAL SCHOOL DISTRICT

The ~~Regional School~~ District shall include all grades PreK through twelve (hereinafter sometimes referred to as "PK-12"). ~~the elementary grades kindergarten through eight and a senior high school consisting of grades nine through twelve.~~ The Committee shall have the right to establish adult evening

education courses. The Committee is hereby authorized, in its discretion, to establish and maintain ~~all required or authorized educational programs or offerings, including but not limited to vocational programs under MGL, Ch. 74. state-aided vocational education, acting as trustees therefore in accordance with the provisions of Chapter 74 of the General Laws and Acts amendatory thereof, in addition thereto or dependent thereon and any other special educational classes in accordance with the provision of the General Laws and Acts amendatory thereof, in addition thereto or dependent thereon.~~

SECTION III – LOCATION OF THE REGIONAL DISTRICT SCHOOLS

A. Regional District High Schools

Pupils in grades nine through twelve (9-12) shall attend the Regional District High School, ~~which is owned by the District,~~ located within the District off Horton Street in the Town of Dighton, the present Dighton-Rehoboth Regional High School. Pupils in grades kindergarten through eight (K-8) shall attend schools located in their towns of residence except: (i) ~~pupils in special education classes, who shall attend schools as designated by their team-developed Individual Education Programs (IEPs), and (ii) any pupils, upon the recommendation of the Superintendent and by vote of the Committee, in accordance with Committee policies, which shall apply equally to all pupils.~~ In addition, if a school described in subsection III-B should become unusable because of damage or other cause, the Committee may vote to use a school in the other town on a temporary emergency basis until facilities become available in the town of residence of the pupils.

B. Lease of the Present Schools

~~The Town of Dighton and the Town of Rehoboth are each~~ ~~to the Regional School District~~ ~~The District is~~ hereby authorized to lease the buildings, facilities, grounds, equipment, and educational materials presently used ~~or owned~~ by the member towns for school purposes as hereinafter listed. Each lease shall be for a term of ~~twenty (20) ten (10)~~ years. ~~and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in all grades of the District.~~ The leases may contain provisions for extension in accordance with provisions under Section 14C of Chapter 71 of the General Laws as amended. The Town of Dighton and the Town of Rehoboth shall receive no rental for the leases. The leases shall contain provisions authorizing the District to repair and make

minor improvements or alterations to the buildings or any part thereof. The District shall pay all expenses of maintaining and operating the buildings and keeping them in good repair during the terms of the leases. The Committee shall also be authorized to make ~~major~~ improvements, alterations, additions or capital expenditures to town-owned school buildings. Extraordinary (that is, not of a routine or an emergency nature) improvements, alterations, additions, or capital expenditures shall be made by the Committee but only after notification of the appropriate member town's Board of Selectmen which will decide within sixty (60) days if ~~and after~~ approval is needed at a town meeting of that member town. Nothing contained in the leases shall prevent the Committee from permitting the use of the buildings or premises by the Town of Dighton or the Town of Rehoboth. Each lease involving a member town shall be on such other terms as may be determined by the Selectmen thereof and the Committee, who shall execute the lease for the member town and the ~~Regional School~~ District respectively.

The ~~Regional School~~ District shall insure at its expense the buildings so leased. The Committee shall determine details of such insurance after consultation with selectmen of the town owning the buildings.

Pursuant to the foregoing provisions, the Town of Dighton is authorized to lease to the Regional School District the premises, facilities and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. Dighton Elementary School
Somerset Avenue, Dighton, MA

2. Dighton Middle School
Somerset Avenue, Dighton, MA

Pursuant to the foregoing provisions, the Town of Rehoboth is hereby authorized to lease to the Regional School District the premises, facilities and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. ~~Anawan Elementary School~~
~~Bay State Road, Rehoboth, Mass.~~

1. Palmer River Elementary School
Winthrop Street, Rehoboth, MA

2. D. L. Beckwith Middle School
Winthrop Street, Rehoboth, MA

C. Termination of Leases

In the event of the withdrawal of a member town from the District, the leases mentioned in subsection III-B shall be terminated at the time of such withdrawal.

SECTION IV – APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

A. Classification of Costs

The ~~Regional School~~ District has the authority to make capital and operating expenditures and to ~~assess levy assessments against~~ the member towns for capital and operating costs. For the purpose of apportioning assessments ~~levied by the District against~~ between the member towns, costs shall be divided into two categories: Capital Costs and Operating Costs. Each assessment, capital and operating, shall be a separate ~~assessment levy~~ by the District to be voted on by the member towns.

B. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to school buildings, including without limitation the costs of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payment of principal of and interest on bonds or other obligations issued by the District to finance capital costs.

C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV-B, but including interest on temporary notes issued by the District in anticipation of revenue.

D. Apportionment of Capital Costs

(1) Dighton-Rehoboth Regional High School

Capital costs for the Dighton-Rehoboth Regional High School (grades nine through twelve) shall be apportioned to the member towns annually for the ensuing fiscal year on the basis of the **member** towns' equalized valuations and the **member** towns' pupil enrollments in the **Regional** District High School **at the time the indebtedness occurs**. Each member town's share shall be determined by computing to the nearest one-hundredth of one percent, one-half of the sum of the ratio which its equalized valuation bears to the total of the equalized valuations of the member towns and the ratio which its enrollment in the **Regional** District High School bears to the total of the pupil enrollments from all the member towns in the **Regional** District High School. In computing each town's annual apportionment, the equalized valuation shall be that in effect on October 1 of the year next preceding the year for which the apportionment is determined and the pupil enrollment of each town shall be the number of pupils in each member town enrolled in the **Regional** District High School on October 1 of the year next preceding the year for which the apportionment is determined. In the event that enrollment in the **Regional** District High School has not been accomplished on October 1 of any year, pupil enrollment shall be the number of pupils ~~in grades nine through twelve residing in each member town and receiving education at such town's expense on October 1 of the applicable year.~~ **educated in the District High School in grades nine through twelve (9-12) residing in each member town.**

Capital costs for items to be used District-wide (e.g., maintenance equipment, technology, vehicles, etc.) and used for grades PK-12 shall be apportioned to each member town annually for the ensuing fiscal year based on the Statutory Assessment Method defined in "Regional School District Regulations" outlined by the Department of Elementary and Secondary Education (hereinafter sometimes referred to as DESE) Regulations 603, CMR 41.00, as amended, and consistent with the terms and conditions of MGL, CH.70, Sec. 6, as amended.

(2) Schools Leased from Member Towns

Capital costs for schools leased from the member towns ~~and used for grades kindergarten through eight~~ shall be apportioned to each member town annually for the ensuing fiscal year on the basis of the budgeted capital costs of the leased schools located in that member town.

E. Apportionment of Operating Costs

(1) ~~Dighton-Rehoboth Regional High School~~

~~Operating costs for the Dighton-Rehoboth Regional High School (grades nine through twelve) for the first fiscal year next following the passage of this amended Agreement and for every fiscal year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the Regional District High School. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in the Regional District High School on October 1 of the year next preceding the year for which the apportionment is determined bears to the total pupil enrollment from all the member towns in the Regional District High School on the same date. In the event that enrollment in the Regional District High School has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such town's expense of October 1 of that year.~~

(2) ~~Elementary Schools – Grades Kindergarten Through Eight~~

~~Operating costs for grades kindergarten through eight for the first fiscal year next following the passage of this amended Agreement and for every fiscal year thereafter shall be apportioned to the member towns on the basis of budgeted operating costs to operate grades kindergarten through eight in each member town. Each member town's share shall be determined by computing the operating costs that are budgeted to be spent for grades kindergarten through eight in that town for the ensuing fiscal year.~~

E. Apportionment of Operating Costs

Operating costs for the District (grades PK-12) for the next fiscal year following the passage of this amended Agreement and for every fiscal year thereafter shall be based on the Statutory Assessment Method defined in "Regional School District Regulations" outlined by DESE Regulation 603, CMR 41.00, as amended,

and consistent with the terms and conditions of MGL, Ch. 70, Sec. 6, as amended. If an Alternative Assessment Method is proposed, an amendment to this Agreement must be approved consistent with the amendment process in Section VIII.

F. Establishment of Capital and Operating Assessments

The District will prepare each member town's share of the operating and capital assessments in a multi-step process, as follows:

(1) The member town's Minimum Required Local Contribution as determined by the Commissioner of Elementary and Secondary Education (hereinafter sometimes referred to as "the Commissioner") in accordance with Chapter 70, as amended.

(2) An even split of Central Office costs among member towns. Costs qualified as Central Office costs will be those applied and categorized as part of the standard DESE budget function codes as follows:

<u>Function Code</u>	<u>Description</u>
1000	District Leadership & Administration
1100	General Administration
1110	School Committee
1200	District Administration
1210	Superintendent
1220	Assistant Superintendent
1230	District Wide Administration
1400	Finance & Administration Services
1410	Finance & Business
1420	Human Resources, Benefits, Personnel
1430	Legal Services
1435	Legal Settlements
1450	District wide Information Management & Technology
4220	Maintenance of Buildings (District wide)

(3) Any additional share of the District's Net School Spending that exceeds the total Minimum Required Local Contribution, this share to be apportioned based on the percentages of the October 1 pupil enrollment between the member towns for the preceding year.

(4) Capital costs allocated to each member town pursuant to the assessment provisions of Section IV-D of this Agreement.

(5) Transportation costs allocated to each member town pursuant to the provisions of Section V of this Agreement.

G. Times of Payments of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection X-C, of the Capital and Operating Costs. The annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

August 15	12 ½%
November 15	37 ½%
February 15	62 ½%
May 15	87 ½%
June 1	100%

SECTION V – TRANSPORTATION

School Transportation shall be provided by the [Regional School](#) District and each member town's transportation assessment for all students will be based upon their percentage of actual costs of transportation less any received regional transportation aid. ~~the cost thereof shall be apportioned to the member towns as an operating cost.~~

SECTION VI – AMENDMENTS

A. Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment

accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

B. Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VIII), may be initiated by vote of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal ~~or the substance thereof~~. Such amendment shall take effect ~~on the next July 1~~ upon its ~~approval acceptance~~ by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, ~~and approval of the Commissioner~~. The defeat of such proposal shall prevent the resubmission of the same or similar proposal for a period of one year.

C. Regional Agreement Advisory Committee

Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee shall, at least at five-year intervals, establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

This ad hoc Regional Agreement Advisory Committee will be composed of four (4) members of the Committee and two (2) from each member town appointed

by the respective Boards of Selectmen, one being a current member of the Board of Selectmen or Finance Committee and the second member from each member town from the community-at-large. All members of the Regional Agreement Advisory Committee shall be appointed for a term of one year. The Superintendent and the District Business Administrator shall be ex-officio members of the Regional Agreement Advisory Committee.

SECTION VII – ADMISSION OF NEW MEMBER ADDITIONAL TOWNS

~~By an amendment of this Agreement adopted under and in accordance with Section VI above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.~~

A. Process to Add a New Member Town

By an amendment of this Agreement adopted under and in accordance with Section VIII above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment. A new member town may only be admitted at the beginning of a fiscal year and only upon the approval of the member towns and the Commissioner by the prior December 31.

B. Financial Responsibility of New Member Town

Upon admission of such town or towns, the total construction costs plus the cost of any subsequent capital acquisitions and improvements, reduced by an appropriate depreciation allowance, shall be reapportioned to all member towns in the District including the newly admitted member town (or towns) in a reasonable manner. The newly admitted member town shall then assume liability of its entire share of the cost to be paid to the District over the remaining term of any funded debt issued to pay such construction costs or subsequent capital acquisitions or improvements. If some funded debt exists, the newly admitted member town (or towns) shall finance it independently of the District and pay the

same directly to each member town according to the proportion such member town had originally paid to the District.

SECTION VIII – WITHDRAWAL OF A MEMBER TOWN

A. Limitation

The withdrawal of a member town from the District may be affected by an amendment to this Agreement in the manner hereinafter provided by this section. ~~The withdrawing of a member town PK-12 would dissolve the current region.~~ Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such ~~member~~ town may withdraw from the District, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness, ~~including, but not limited to OPEB (Other Post-Employment Benefits),~~ other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.

B. Procedure

The Clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the Agreement setting forth such terms of withdrawal, as it deems advisable, subject to the limitation contained in subsection VI-A. The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of ~~the non-withdrawing~~ ~~each~~ member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the ~~terms of withdrawal.~~ ~~amendment or the substance thereof.~~ Such amendment shall take

effect upon ~~the second July 1 after its approval by the non-withdrawing member town, its acceptance by all of the member towns,~~ its acceptance by each town to be by a majority vote at a town meeting as aforesaid, ~~and after approval of the Commissioner no later than the preceding December 31.~~

C. Apportionment of Capital Costs After Withdrawal

If one town successfully and fully withdraws from the District, the District will be dissolved. ~~The withdrawing~~ Both member town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. Both member towns will also be entitled to any assets that need to be divided between the towns. The effective date of the termination of the District may only occur at the earliest on the second June 30 after both towns have voted to dissolve the District and this has been accepted by the Commissioner. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection IV-D or as may be otherwise provided in the amendment providing for such withdrawal.

D. Cessation of Terms of Withdrawing Town's Members

Upon the effective date of withdrawal, the terms of office of all members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

E. Payments of Certain Capital Costs Made by a Withdrawing Town

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District. ~~with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.~~

SECTION IX – WITHDRAWAL OF ELEMENTARY GRADES K-8

A. ~~Vote Required~~

~~All of the member towns of the District shall resume jurisdiction over the education of pupils in grades kindergarten through eight, inclusive, residing in their respective towns if any member town, by vote at an annual or special town meeting, votes to resume jurisdiction over the education of pupils in grades kindergarten through eight, inclusive, residing in such town and follows the procedure hereinafter set forth.~~

B. Effective Date

~~The member towns of the District may resume such jurisdiction on July 1, 1990 and on any July 1 thereafter. Any such vote by a member town to resume jurisdiction over the pupils in grades kindergarten through eight shall take effect commencing with the fiscal year next following the first full fiscal year after the vote to resume such jurisdiction had been taken. At its annual town election held next following such vote each member town shall elect a school committee to make preparations for the resumption of jurisdiction over the pupils in grades kindergarten through eight.~~

C. Notification

~~The Clerk of a member town which has voted to resume such jurisdiction shall notify the Committee and the Board of Selectmen of every other member town in writing that such town has so voted, enclosing a certified copy of such vote. Upon the giving of such notice, the action of such town shall be binding and conclusive on it and the District, unless all the member towns shall vote to modify or rescind such action. Commencing with the effective date of the resumption of such jurisdiction, such town and every other member town of the District shall assume sole jurisdiction over the education of pupils in grades kindergarten through eight, inclusive, residing in their respective towns, whereupon this Agreement shall be deemed automatically to be amended to provide that, as of said date, the Committee shall have no further obligation to provide such education. The District shall thereupon revert to and include only grades nine through twelve, inclusive, and all provisions of this Agreement referring to grades kindergarten through twelve, inclusive, shall also be deemed automatically to be amended to refer to grades nine through twelve, inclusive.~~

D. Apportionment of Capital Costs after Withdrawal

~~Upon the effective date of resumption by the member towns of jurisdiction over the pupils in grades kindergarten through eight, each member town shall assume~~

and be responsible for the payment of all principal and interest on obligations issued by the District for capital costs of schools for grades kindergarten through eight located in that town.

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SECTION X – BUDGET

A. Initial Budget

~~Upon approval of this amended Agreement to include grades kindergarten through eight, the budget for the fiscal year beginning July 1, 1987, shall include the Regional School District budget approved for the fiscal year beginning July 1, 1987, plus the budgets approved in each member town for elementary grades kindergarten through eight, for the fiscal year beginning July 1, 1987. Each member town shall pay to the Regional School District the assessment for the Regional High School and the funds appropriated by the town, including all funds budgeted for school employee benefits, for elementary grades kindergarten through eight. These funds shall be paid to the Regional School District in payments as set forth in Section IV-F.~~

A. Tentative Capital and Operating Budget

~~Thereafter~~ On or before ~~January~~ **March 1** ~~in each year~~, the Committee shall annually prepare a tentative capital and operating budget and estimated assessments for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail, including the amounts payable under the following classification of expenses or such other classifications as may be necessary:

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Services
7. Acquisition of Fixed Assets
8. Debt Service
9. Programs With Other Districts

Copies of such tentative budget shall be mailed to the Chairman of the Finance Committee of each member town, or if there is no Finance Committee in a member town, to the Chairman of the Board of Selectmen of such town.

C. Final Capital and Operating Budget

~~The Committee shall in each year on or before the date specified by law, but in no event later than the commencement of the first annual town meeting in a member town, adopt an annual capital and operating budget for the ensuing fiscal year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsections IV-D and IV-E. The amounts so apportioned for each member town shall, not later than the date specified by law in each fiscal year preceding the fiscal year to which said budget relates, be certified by the District Treasurer to the Treasurers of the member towns, and each town shall appropriate the amounts so certified to it. If the Committee votes to increase the Regional School District budget after the assessments have been appropriated by the member towns, the Committee shall notify the Board of Selectmen in each member town within seven (7) days. No increase in the budget shall be effective until the expiration of forty-five (45) days after such notification during which time the Board of Selectmen of any member town may call and hold a town meeting for the purpose of expressing disapproval of the increase in the Regional School District budget, and if at such meeting a majority of the voters present and voting thereon express disapproval of the budget increase, such increase in the budget shall not be effective and the Committee may prepare another proposal for a budget increase.~~

B. Final Capital and Operating Budget

The Committee shall adopt an annual operating and capital budget for the next fiscal year not later than forty-five (45) days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but not later than April thirteenth (13), provided that said budget need not be adopted prior to that February first (1), provided, further, that the Superintendent may, with the approval of the majority of the member towns, submit said budget for approval following the notification of the annual local aid distribution, so-called [MGL, Ch. 71, Sec. 16 (m)]. Said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Sections IV-D, IV-E, and IV-F. The amounts so apportioned for each member town shall, not later than the date specified by law in each fiscal year preceding the fiscal year to which said budget relates, be certified by the District Treasurer to the treasurers of the member towns, and

each member town shall vote to appropriate the amounts so certified to it in accordance with Ch. 71, Sec. 16D. If the Committee votes to increase the District budget after the assessments have been approved by the member towns, the Committee shall notify the Board of Selectmen in each member town within seven (7) days and include a copy of the proposed amendment to the budget. No increase in the budget shall be effective until the expiration of forty-five (45) days after such notification during which time the Board of Selectmen of any member town may call and hold a town meeting for the purpose of expressing disapproval of the increase in the District budget, and if at such meeting a majority of the voters present and voting thereon express disapproval of the budget increase, such increase in the budget shall not be effective and the Committee may prepare another proposal for a budget increase. If the Committee votes to increase the assessments to the member town after the assessments have been approved by the member towns, the member towns must vote to approve this increase.

D. ~~Advisory Finance Committee~~

~~There shall be an Advisory Finance Committee composed of three members from each member town. At least two of the members from each town shall be members of the local Finance Committee. The members of the Advisory Finance Committee from each member town shall be appointed by the Board of Selectmen of that town for a term of one year. The Advisory Finance Committee shall review and make recommendations on the tentative and final capital and operating budgets.~~

C. Advisory Finance Committee

There shall be an Advisory Finance Committee, which normally meets between September and January during the school year prior to the next fiscal year. It will be composed of four (4) members of the Committee [two (2) from each member town] and three (3) members from each member town appointed by the respective Boards of Selectmen with two (2) members from each member town being current members of the Board of Selectmen and/or Finance Committee and the third member from each member town from the community-at-large. All members of the Advisory Finance Committee shall be appointed for a term of one (1) year. The Advisory Finance Committee shall review and make recommendations to the Superintendent on the next fiscal year's tentative capital and operating budgets.

SECTION XI – INCURRING OF DEBT OR CAPITAL EXPENSE

~~Not later than seven (7) days after the date on which the Committee authorizes the incurring of debt or the incurring of a capital cost as defined in the first sentence of subsection IV-B, other than temporary debt in anticipation of revenue to be received from member towns, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt or capital cost, shall be given to the Board of Selectmen of each member town.~~

A. Vote to Incur Debt

The Committee may vote to incur debt consistent with the terms and conditions of MGL, Ch. 71, Sec. 16, as amended. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Committee will vote by two-thirds (2/3) weighted vote of all of its members and will choose either the process that appears in subsection (d) or (n) of Ch. 71, Sec. 16 to incur this debt.

B. Debt Authorization

Notice of any debt authorization shall be given to the member towns in accordance with the applicable law, or within seven days of the relevant vote of the Committee, whichever is less. No such debt shall be incurred unless written notice of the amount of the debt and the general purpose for which it was authorized shall be given to the Board of Selectmen of each member town. Thereinafter, notwithstanding any provision of applicable law, as has been the District's practice for many years, such debt shall not actually be incurred until the amount of the proposed debt has been specifically approved by a majority vote at the next annual or special town meeting in each member town for the District High School, and by each member town for schools leased by the member towns to the district, or until the expiration of sixty (60) days from the date on which the Committee votes to authorize said debt.

SECTION XII – TUITION STUDENTS

~~The Committee may accept for enrollment in the Regional District Schools pupils from towns other than the member towns on a tuition basis and on such terms as~~

~~it may determine. Income received by the Regional School District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under subsection IV-E to the member towns.~~

~~SECTION XIII—EMPLOYMENT OF PERSONNEL AND EXTENSION OF TENURE~~

~~All personnel in positions to be superseded by the inclusion of grades kindergarten through eight in the Regional School District shall be given preferred consideration for similar positions in the Regional School District to the extent that such positions exist therein. Any such person who on the date of his contract of employment with the District is then on tenure shall continue to serve on a tenure basis.~~

~~SECTION XIV—JURISDICTION~~

~~(A) The approval of this amended Agreement shall not affect the obligation of the member towns to provide education in grades kindergarten through eight until such time as the Committee shall assume jurisdiction over education of the pupils in grades kindergarten through eight.~~

~~(B) The provisions of this amended Agreement shall become fully effective as of July 1, 1987, if prior approval is given at duly called town meetings by the Towns of Dighton and Rehoboth, and as of July 1, 1987, all pupils attending public schools in the member towns of the District shall be under the jurisdiction of the Committee.~~

~~SECTION XV—ADVISORY COMMITTEES ON ELEMENTARY EDUCATION~~

~~An Advisory Committee on the elementary education from each member town shall be established to advise the Committee. The Dighton Advisory Committee (DAC) shall be composed of the members of the Dighton-Rehoboth Regional District School Committee from Dighton, plus three additional members appointed at-large by Dighton's Board of Selectmen. The Rehoboth Advisory Committee (RAC) shall be composed of the members of the Dighton-Rehoboth Regional District School Committee from Rehoboth, plus three additional~~

~~members appointed at-large by Rehoboth's Board of Selectmen. The at-large members shall serve one-year terms.~~

~~The Advisory Committees shall make recommendations to the Committee on matters affecting the elementary education of Dighton and Rehoboth children.~~

~~SECTION XVI—TRANSITION~~

~~This amended Agreement shall take full effect in accordance with its terms upon the affirmative votes of the towns of Dighton and Rehoboth at town meetings held in each such town and shall thereupon supersede the District Agreement executed as of April 15, 1958 as heretofore amended. All obligations under contracts and agreements binding upon the member towns with respect to schools for the grades kindergarten through eight shall be assumed and carried out by the Committee on and after July 1, 1987 to the extent that such obligations would remain in effect on July 1, 1987 and be paid from sums included in the District budget for the fiscal year commencing on that date.~~

~~* * *~~

The foregoing Amended Agreement was duly accepted and approved (1) by vote of the Dighton-Rehoboth Regional District School Committee, duly adopted at a meeting of said Committee, duly called and held on ~~February 12, 1987~~; (2) by vote of the Town of Dighton duly adopted under Article ~~10~~ of the Warrant at its Town Meeting duly called and held on ~~May 4, 1987~~; and (3) by vote of the Town

of Rehoboth duly adopted under Article 3 of the Warrant at its Town Meeting duly called held on June 22, 1987.

TOWN OF DIGHTON

(TOWN SEAL) I hereby certify that the above amended agreement was voted at the Annual Town Meeting in Dighton on May 4, 1987.

Attest: _____
Town Clerk

By _____

_____ Board of Selectmen

TOWN OF REHOBOTH

(TOWN SEAL) I hereby certify that the above amended agreement was voted at a Special Town Meeting in Rehoboth on June 22, 1987.

Attest: _____
Town Clerk

By _____

_____ Board of Selectmen

(DISTRICT SEAL)

DIGHTON-REHOBOTH REGIONAL
SCHOOL DISTRICT

Attest: _____
District Secretary

By _____

Chairperson

Commissioner of Elementary and Secondary Education

Commissioner

Date

[Language suggested by KP Law is highlighted in yellow.]

[Language requested by Regional Agreement Committee is highlighted in green.]

[Language requested by DESE is highlighted in blue.]

May 23, 2019b

AGREEMENT AMONG THE TOWNS OF BLANDFORD, CHESTER, HUNTINGTON, MIDDLEFIELD, MONTGOMERY, and RUSSELL, MASSACHUSETTS WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT

This AGREEMENT is entered into pursuant to Chapter 71 of the General Laws of Massachusetts hereinafter referred to as "MGL"), as amended, by the Towns of Blandford, Chester, Huntington, Middlefield, Montgomery, and Russell (hereinafter referred to as "member towns"). In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I TYPE OF REGIONAL DISTRICT SCHOOL

- (A) The Regional School District (hereinafter referred to as the "District") shall include all grades from pre-kindergarten through grade twelve (PK – 12).
- (B) The District School Committee (hereinafter referred to as the "Committee") is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of MGL Chapter 74 and acts amendatory thereto or dependent thereon.
- (C) The Committee is hereby authorized, in its discretion, to accept post graduate students, resident in member towns, and to establish appropriate tuition amounts to be included in budget assessments provided such post graduate students were enrolled on October first of the year preceding the year for which the apportionment is determined.

SECTION II THE REGIONAL DISTRICT SCHOOL COMMITTEE

- (A) Powers, Duties and Composition

The powers and duties of the District shall be vested in and exercised by a Committee. The Committee shall consist of the following: two (2) members from the Town of Blandford, three (3) members from the Town of Chester, three (3) members from the Town of Huntington, two (2) members from the Town of Middlefield, two (2) members from the Town of Montgomery, and three (3) members from the Town of Russell. Members shall serve until their respective successors are elected or appointed and qualified.

(B) Membership

In every year in which the term of office of a member expires, each member town involved shall, at the annual town election, elect one member to serve for a term of three years.

- (C) In accordance with MGL Chapter 71, Section 14E(4), as amended, on the July 1 in the year first following the acceptance of this Agreement by all towns and the Commissioner of Elementary and Secondary Education (hereinafter referred to as the "Commissioner"), the two (2) Committee members from the Town of Blandford shall each cast a weighted vote with a value of 1.2. The three (3) Committee members from the Town of Chester shall each cast a weighted vote of 0.8, the three (3) Committee members from the Town of Huntington shall each cast a weighted vote of 1.4, the two (2) Committee members from the Town of Middlefield shall each cast a weighted vote of 0.5, the two (2) Committee members from the Town of Montgomery shall each cast a weighted vote of 0.8, and the three (3) Committee members from the Town of Russell shall each cast a weighted vote of 1.1 based on the relative resident populations as required by State law based on the most recent local census numbers from each town. Thereafter these weighted votes shall be adjusted as needed to reflect the relative resident populations, based on each ten-year (10) federal census and the five (5) years between the federal census numbers according to the local census numbers.

(D) Vacancies

A vacancy occurs when a person resigns, moves out of the member town or dies. If a vacancy occurs among the members elected under Subsection (B) of Section II, the Selectmen (hereinafter known as the "Selectboard") and remaining Committee members from the town involved, acting jointly, shall appoint a member to serve until the next annual town election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

(E) Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon School Committees by any applicable general or special law, including, but not limited to MGL, Chapter 71, Sections 16 to 161, inclusive, as amended, and as conferred and imposed upon the Committee by this Agreement.

(F) Organization

At the first regular meeting of the Committee, following the last member town election held in each year, the Committee shall vote to elect a Chairperson and a Vice Chairperson from its own membership. At the same meeting or at any other meeting, the Committee shall appoint a Treasurer and Secretary choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairperson who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for calling of special meetings. The Chairperson may appoint members to serve on subcommittees annually.

(G) Quorum

A majority of the member towns must be represented by at least one member and there must be a majority of weighted votes present in order to constitute a quorum, but a lesser number may adjourn.

SECTION III STUDENTS(A) Students Entitled to Attend the Regional District Schools

The regional school District shall accept all children residing in the member towns who are entitled to attend the public schools.

(B) Admission of Students Residing Outside the District

The Committee may accept for enrollment in the District students from other than the member towns on a tuition basis and on such terms as it may determine.

(C) Vocational and Trade School Students

Any student residing in a member town who is desirous of attending a trade or vocational school outside the District shall have all the privileges of attending such a school as are now or hereafter provided for by law and the cost of tuition for attending such a school and the cost of transportation, when necessary, shall be borne by the town in which the student resides, provided, however, that nothing contained herein shall prevent the District from including such costs in its operating budget and assessing the towns involved for such costs.

SECTION IV LOCATION AND LEASE OF REGIONAL SCHOOLS(A) Location of Schools

All schools shall be located within the member towns.

(B) Lease of Schools in Member Towns

- (1) The District owns the Chester Elementary School, the Littleville Elementary School, and the Regional Middle/High School and the land upon which they are located.
- (2) In the future, the District may lease additional facilities as needed, whenever the Committee determines that need exists and it is feasible to do so. Any leased facilities will be located within one of the member towns at a site or sites to be determined by the Committee. Any future lease shall contain a provision for the extension of the terms of the lease not in excess of twenty years, at the option of the Committee. There will be no charge for the leasing of any member town-owned facility. Other terms and conditions for leasing an additional school building will be expressed in lease agreements negotiated by the affected municipal officials and the District.

- (3) At any time in the future, if the Committee votes that a school building owned by the District or leased from a member town is no longer needed, said building and the land may be returned to the town in which it is located. The Committee and the member towns will negotiate the proportional distribution of both the assets and the liabilities related to the land, building, and the building contents.

SECTION V BUDGET

(A) Budget

The Committee shall annually determine the District's budget consistent with the timelines, terms and requirements of MGL, Chapter 71, Section 16B, as amended, and other pertinent provisions of law and consistent with regulations promulgated by the Department of Elementary and Secondary Education (hereinafter referred to as "DESE").

(B) Public Budget Hearing and Budget Approval

After conducting a public hearing consistent with MGL, Chapter 71, Section 38N, as amended, the Committee, by a minimum two-thirds (2/3) **weighted** vote of all its members, shall annually approve an operating budget for the next fiscal year to maintain and operate the District.

The budget will be itemized in such detail as the Committee may deem advisable. Such budget shall be adopted not later than forty-five (45) days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. The amounts so apportioned for each member town shall be certified by the District Treasurer to the treasurers of the member towns within thirty (30) days from the date on which the annual operating budget is adopted by the Committee. The annual budget, as adopted by a two-thirds (2/3) **weighted** vote of the Committee, must be approved by a simple majority vote at all two-thirds (2/3) of the member town meetings.

If the Committee votes to increase the District budget after the assessments have been appropriated by the member towns, the Committee shall notify the Selectboard in each member town within seven (7) days. No increase in the budget shall be effective until the expiration of forty-five (45) days after such notification during which time the Selectmen of any member town may call and hold a town meeting for the purpose of expressing disapproval of the increase in the District budget. The proposed amendment shall be effective if it is approved by two-thirds (2/3) of the local appropriating authorities **and by the local appropriating authority of any member town whose assessment is increased.** If a town takes no action within forty-five (45) days, this is construed as approval. [CMR 41.05 (5) (a)]

SECTION VI APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

(A) Classification of Costs

For the purpose of apportioning assessments by the District to the member towns, costs shall be divided into four (4) categories: operating costs, capital costs, debt, and transportation costs. The District shall prepare one budget that shall include the funds necessary to support the operating, transportation, capital, and debt needs of the District.

- (1) Operating costs shall include all costs except capital, debt, and transportation costs, but shall include interest on temporary notes issued by the District in anticipation of revenue.
- (2) Capital costs shall include all expenses described in DESE's Chart of Accounts in the 7000-function code as may be modified by DESE from time to time.
- (3) Debt shall include the payment of principal of and interest on bonds, notes or other obligations of the District to finance such debt.
- (4) Transportation costs will include all costs **related to the transportation** of students who are transported to and from school.

(B) The assessment apportioned to each member town, shall be comprised of the following categories of costs, itemized and calculated as follows:

(1) Statutory Assessment Method

The operating portion shall consist of all District expenditures less transportation, capital, and debt. The operating portion shall be calculated based on the Alternative Method as calculated and outlined in Subsection (2) below or based on the Statutory method calculated as follows:

- (a) From the operating costs, subtract Chapter 70 state aid, the total required minimum local contributions from the member towns, and other general fund income. **(e.g., interest, tuition payments, fees, etc.)**
- (b) The remaining amount is the amount over the minimum required local contributions.
- (c) The amount over the minimum required local contributions shall be assessed to the member towns based on a the prior five-year (5-year) rolling average of the March 1 student enrollment of the fiscal year preceding the fiscal year for which the apportionment is determined. For the purpose of defining enrollment related to the assessments, student enrollments shall be defined as the number of students in all grades pre-kindergarten through twelve (PK – 12), inclusive, residing in each member town and receiving education at **District** expense.

- (d) The transportation portion shall be calculated by reducing the District's transportation costs by the amount the District anticipates receiving in Chapter 71 Transportation reimbursement. The remaining amount shall be allocated to the towns based on each town's proportionate share of **District** enrollment on March 1 of the fiscal year preceding the fiscal year for which the apportionment is determined.
- (e) The debt and capital cost portion shall be allocated by enrollment based on the March 1 enrollment of the current year.
- (f) The total assessment to each member town shall be the sum of the minimum local contribution, the above minimum local contribution, transportation, and capital/debt, as calculated above.

(2) Alternate Assessment Method

- (a) The Alternate Assessment shall create an equalized percentage assessment to each member town and must be approved by all member towns.
- (b) The member towns' combined operating, transportation, and capital/debt assessment shall be apportioned annually for the ensuing fiscal year by increasing each town's prior fiscal year assessment by the percentage of the total District assessment increase. The initial base year for the assessment is FY18 averaged with the previous five (5) years. The alternative assessment formula will be recalibrated every five (5) years, beginning with the FY24 budget using the Statutory Method **which will become** the base for the next five (5) years.
- (c) When using the Alternate Assessment Method, each town must meet its Minimum Required Local Contribution. If the equalized percentage assessment results in a member town(s) not meeting its Minimum Required Local Contribution, then the town(s) so affected shall have its assessment increased to the Minimum Required Local Contribution amount. The remaining towns shall have their assessment reduced in an equal percentage.

(3) Committee Budget Vote

The Committee will have the option to vote the Alternate Assessment Method each year.

(C) Times of Payments of Apportioned Costs

The fiscal year and times or period of the District shall be the same as the fiscal period of the member towns as provided by law, and the word year or fiscal year as it relates in this Agreement to a fiscal or budget year shall mean the fiscal year of the District. Notwithstanding **any contrary provisions** of this Agreement, the dates on or before which the respective percentages of the annual share of costs of the District apportioned to each member town shall be paid as follows:

On or before August 15	at least 20%
On or before November 1	at least 30%
On or before February 15	at least 20%
On or before April 15	at least 30%

SECTION VII INCURRING OF DEBT

- (A) The Committee may vote to incur debt consistent with the terms and conditions of MGL, Chapter 71, Section 16, as amended. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Committee, by two-thirds (2/3) weighted vote, will choose either the process that appears in MGL, Chapter 71, Section 16 (d) or Section 16 (n), as amended. The default method to incur debt outlined in subsection (d) will be used in the event the choice of (d) or (n) is not approved by a two-thirds (2/3) weighted vote of the Committee.
- (B) Not later than seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt shall be given to the Selectboard in each member town. Debt may be incurred by the District, if approved by the member towns in accordance with the Committee's chosen method under MGL, Chapter 71, Section 16 (d) or Section 16 (n), as amended.

SECTION VIII TRANSPORTATION

School Transportation shall be provided to and from school for students K – 12 and for preschool students with disabilities receiving services under the provisions of MGL, Chapter 71B, as amended, by the Regional School District and the cost thereof shall be apportioned to the member towns in accordance with Section VI of this Agreement.

SECTION IX AMENDMENTS

(A) Limitations

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

(B) Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section IX), may be initiated by a majority vote of all the members of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and the approval of the Commissioner.

SECTION X ADDITIONAL MEMBER TOWNS

- (A) By an amendment of this Agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance at a special or annual town meeting by a majority vote by the town or towns seeking admission of the Agreement as so amended, acceptance by a minimum of two-thirds (2/3) of the member towns, each by majority vote, and also to the extent possible upon compliance with such provisions of law and regulations, including, but not limited to, Code of Massachusetts Regulations (hereinafter referred to as "CMR"); i.e., CMR 603, 41.05 (6), as amended. as may be applicable and such terms as may be set forth in such amendment.
- (B) The Committee, prior to the admittance of a new member town, will have the option of establishing an additional amount to that new member town to be included in the District. This additional cost will be clearly articulated to a Regional Planning Committee of the potential new member town(s) and will be made clear to the voters prior to that new member town's vote on admission to the District.
- (C) A new member town may be admitted to the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31*.

SECTION XI WITHDRAWAL

(A) Limitations

The withdrawal of a member town from the District may be affected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District.

(B) Procedure

The Clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection IX (A). The Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the amendment.

(C) Obligations of Member Towns

Withdrawal is contingent on: (1) the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness. In addition to other terms and requirements which the Committee shall include in the amendment, the withdrawing member town(s) will be responsible for the following: (1) payment of all operating costs for which member towns are liable as a member of the District; (2) continuing payments beyond the time of withdrawal from the District for each member town's share of the indebtedness of the District which is outstanding at the time of withdrawal, and for interest thereon, to the same extent and in the same manner as though each town had not withdrawn from the District; and (3) other liabilities incurred during all times that each town was a member of the District (e.g., OPEB – Other Post-Employment Benefits). All expenses related to a withdrawal from the District will be borne by the member town(s) which initiate(s) a withdrawal from the District.

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District.

(D) Approval of Withdrawal

A request to withdraw shall become effective only if the amendment to the Agreement is approved by a majority vote of the Committee, is approved by majority vote at an annual or special town meeting in all of the member towns, is approved by the Commissioner, and can only become effective on a July 1 no less than one full year after the completion of these requirements.

(E) Termination of Leases

~~In the event of the withdrawal of a member town from the District, the leases mention in Section II (B) shall be terminated on the effective date of such withdrawal.~~

In the event of the withdrawal of a member town from the District, any leases of land or buildings in the withdrawing town, including any lease entered into subsequent to the acceptance of this Agreement, shall be terminated on the effective date of such withdrawal.

(F) Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal of a member town, the terms of office of all members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased and the weighted votes redistributed accordingly.

SECTION XII REGIONAL AMENDMENT REVIEW

- (A) Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member towns, the Committee shall, at least at five-year intervals, establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.
- (B) This ad hoc Regional Agreement Advisory Committee will be composed of six (6) members of the Committee (one (1) from each town) and six (6) members from the member towns (one (1) from each member town appointed by the respective Selectboard). All members of the Regional Agreement Advisory Committee shall be appointed for a term of one (1) year. The Superintendent and the School Business Administrator shall be ex-officio members of the Regional Agreement Advisory Committee.

IN WITNESS WHEREOF, this Agreement has been executed as of _____.

Regional School Committee: _____ Date: _____

(typed name) (Chair)

Town of Blandford: _____ Date: _____

(typed name) (Town Clerk or BoS Chair)

Town of Chester: _____ Date: _____

(typed name) (Town Clerk or BoS Chair)

Town of Huntington: _____ Date: _____

(typed name) (Town Clerk or BoS Chair)

Town of Middlefield: _____ Date: _____

(typed name) (Town Clerk or BoS Chair)

Town of Montgomery: _____ Date: _____

(typed name) (Town Clerk or BoS Chair)

Town of Russell: _____ Date: _____

(typed name) (Town Clerk or BoS Chair)

Commissioner of the Department of Elementary and Secondary Education:

(typed name) Date: _____

Amending the Regional Agreement

Presentation MASC/MASS Joint Conference

Massachusetts Association of Regional Schools



Procedure to Amend Overview

- Review the current Regional Agreement for procedures for amending
- Review State Laws concerning regions
- Form a Regional Agreement Amendment Committee (RAAC)
- Develop a Community Relations Process
- Review and suggest amendments to current Regional Agreement
- When submitting an amendment, all parts of the regional agreement must be in compliance with State Laws and Regulations
- Produce an amended Agreement
- Seek preliminary approval from Commissioner of Education
- Amended agreement is Voted in each town
- Final Approval by the Commissioner of Education



Review the current Regional Agreement for procedures for amending



Regional Agreement

SECTION AMENDMENT

- This Agreement may be amended at any time, and from time to time, in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding or the rights of the District to procure the means for payment thereof



Regional Agreement

SECTION AMENDMENT

- An amendment may be proposed by vote of the Regional District School Committee or by vote of any town meeting of any Participating Town. In the latter case the Town Clerk shall forthwith deliver a copy of such vote to the Secretary of the Regional District School Committee. In either case the Secretary shall forthwith deliver a copy of the vote proposing the amendment to the Town Clerk of each Participating Town, and each such Town shall vote at its next town meeting, whether annual or special, upon the acceptance of such amendment. Such amendment shall take effect upon its acceptance by each of the Participating Towns in the manner hereinabove provided



State Laws for Regional Agreements

- The Regional agreement must address all sections as outlined in Chapter 71 Section 14B
- The review would make sure that all required sections are up to date and addressed



Governance and Assessment

- School Committee Composition
 - One Person On Vote
 - Chapter 71 Section 14E
- Assessment Methodology
 - Statutory Method
 - Agreement Method—alternate method



Governance: One Person One Vote

- Chapter 71 Section 14E
 - Options for Election of Regional School Committees
- There are five ways to choose school committee members and be in compliance



Assessments

- Statutory Method
- Agreement Method



Recommended Steps in Amending

- School Committee appoints a Regional Agreement Amendment Committee (RAAC)
 - Membership on the RAAC
- The RAAC writes amendments to the Regional Agreement
- The RAAC reviews the Regional Agreement for Compliance
- RAAC produces an amended agreement
- RAAC recommends to the School Committee approval or no approval
- School Committee votes to approve, not approve or change the amendment and updates to regional agreement submitted by the RAAC
- Amended agreement sent to DESE for initial approval
- Amendment is sent to the Selectmen of each town after initial approval by DESE



Recommended Steps in Amending

- Selectmen place article on the warrant
- Voters approve or disapprove amended agreement
- If approved, signed agreement and certified votes sent to DESE
- Commissioner approves amended agreement provided it is in compliance



Reflect

- Amendment Process requires careful thought
- Need to develop a Community Relations Program
- Length of time do amended a Regional Agreement can take up to a year or more
- Recommendation is to have facilitators and legal assistance



Your Agreement

- What is on file with the DESE?
- Has the agreement been updated with amendments that have been approved by the Towns?
- Does DESE have all the amendments?
- This is an opportunity to update the agreement with all the amendments into one document.



Questions



Gateway Regional School District

Regional Study Committee

Changes/Amendments to Regional Agreement – Spring 2019

What is a Regional Agreement?

A Regional Agreement is a document which describes how a regional school district functions and its legal and financial intersection with the member towns.

When was the Gateway Regional School District Regional Agreement Written?

The Regional Agreement was first adopted on June 1, 1959 and later amended ten (10) times, the last being May 10, 1976, prior to these recommended amendments.

Why Are Amendments Necessary?

1) Education Reform Act of 1993 – updated and changed laws relating to school districts; 2) Department of Elementary and Secondary Education (DESE) – added and modified regulations relating to school districts; and 3) opportunity to update Agreement to meet current interests/practices of the District

Process for Amendments

School Committee appoints ad hoc Regional Study Committee (combined with the Facilitated Discussion Committee) to study issues and recommend amendments to the School Committee → School Committee reviews Study Committee's recommendations and votes to support (or make further changes) → amendments are reviewed by District/Town Counsels and DESE (Department of Elementary and Secondary Education) → voters in all member towns vote on School Committee recommendations (must be approved in all member towns) → Commissioner of DESE determines final approval

Regional Study Committee Recommended Changes

- School Committee Representation [Section II (C)]: The number of School Committee members from each town will remain the same. The law ("one person, one vote")

requires that each school committee member must represent approximately the same number of total community members. The current Committee configuration does not meet this law. The amendment establishes weighted votes to make the School Committee representation fair for the members of all towns. In the future, School Committee representation will be as follows:

Blandford – 2 members with 1.2 votes each = 2.4 total votes

Chester – 2 members with 1.3 votes each = 2.6 total votes

Huntington – 4 members with 1.0 votes each = 4.0 total votes

Middlefield – 2 members with 0.5 votes each = 1.0 total votes

Montgomery – 2 members with 0.8 votes each = 1.6 total votes

Russell – 3 members with 1.1 votes each = 3.3 total votes

15 School Committee members (same as current) & 15 total votes (actually, total votes total 14.9 – closest rounding to 1/10th)

- Leasing of Schools [Section IV (B)]: Currently all school buildings and the land on which they stand is owned by the Regional School District. This amendment provides for future possible leasing and how to potentially return school buildings and land to the town in which they stand.
- Budget Process [Section V]: These amendments simply clarify and make more specific the process requiring the School Committee to develop an annual budget. There is no substantive change.
- Apportionment of Assessments [Section VI]: These amendments also clarify and make more specific how member towns are assessed to support the budget. The fact that all four (4) parts of the budget (appropriated costs, capital costs, transportation costs, and debt) continue to be assessed according to student populations. This amendment also provides an opportunity for the member towns to vote on an alternative assessment [Section VI (B) (2)]. This five-year pilot plan has been approved by DESE and allows each of the six member towns to pay the same assessment increase. In order to use this alternative assessment, all six member towns must approve. Language has been inserted that makes it clear that if the Regional School Committee votes to increase the budget after it has been approved, any town whose assessment is increased must vote to approve the increase.
- Incurring of Debt [Section VII]: Language has been added to comply with the dual process to incur debt allowable by law – (a) bringing a request to incur debt for a capital project to each member town for a vote or (b) creating a request to incur debt by a six member town ballot vote.
- Admission of New Member Towns [Section X]: Added language allows the School Committee to negotiate additional compensation as a “buy-in” to the District.

- Withdrawal of Member Towns [Section XI]: Stronger and clarifying language has been added to ensure that a member town which wants to withdraw from the District pays ALL of its financial obligations to the District prior to leaving the District.
- Regional Agreement Review [Section XII]: Language has been added which requires the School Committee to set up an ad hoc committee at least every five (5) years to review the Regional Agreement and make a recommendation to the School Committee about any potential amendments.

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**7: ARPA funds****REQUESTOR SECTION**

Date of request:

Requestor: Chair Roberts

Formal Title: Town Manager Hayes to review ARPA program, funds, timeline, and possible uses (~30 min.)

Recommendations/Suggested Motion/Vote: Town Manager Hayes to review ARPA program, funds, timeline, and possible uses (~30 min.)

Background Information:
attached documents

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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

ARPA info

- **American Rescue Plan Act – ARPA:**
 - <https://www.congress.gov/117/bills/hr1319/BILLS-117hr1319enr.pdf>
 - <https://www.congress.gov/bill/117th-congress/house-bill/1319/text>
 - <https://www.mma.org/?s=arpa>
 - <https://home.treasury.gov/system/files/136/FRF-Interim-Final-Rule.pdf>
- **Federal Advocacy Update Call: Coronavirus Local Fiscal Relief Fund Treasury Dept. Guidance**
 - The Treasury Department will be releasing comprehensive guidance on the allowable uses of the Coronavirus Local Fiscal Relief Fund in the American Rescue Plan Act in early May. Join the legislative team at the National League of Cities as they unpack the guidance and share resources and recommendations for municipal officials to utilize the funds appropriately.
 - 151 pages of guidance
 - <https://www.nlc.org/events/federal-advocacy-update-call-coronavirus-local-fiscal-relief-fund-treasury-dept-guidance/>
 - Portal for metro cities to access funds. <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding>

Coronavirus State and Local Fiscal Recovery Funds for Non-entitlement Units of Local Government
<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/non-entitlement-units>

The MMA has gathered here a wide range of resources related to the three key federal pandemic-related funding streams:

<https://www.mma.org/resources/federal-funds-resources/>

Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions AS OF JULY 19, 2021
<https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>

DEPARTMENT OF THE TREASURY 31 CFR Part 35 RIN 1505–AC77 Coronavirus State and Local Fiscal Recovery Funds AGENCY: Department of the Treasury. ACTION: Interim final rule.
<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

These provisions give force to Congress’s clear intent that Fiscal Recovery Funds be spent within the four eligible uses identified in the statute—

- (1) to respond to the public health emergency and its negative economic impacts,
- (2) to provide premium pay to essential workers,
- (3) to provide government services to the extent of eligible governments’ revenue losses, and
- (4) to make necessary water, sewer, and broadband infrastructure investments—and not otherwise.

Funds identified for Sudbury

\$2,057,260.00 - Sudbury

\$3,817,753.00 - County Allocation to Sudbury

\$5,785,013.00 - Total

Treasury defines “essential workers” as workers who “have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities.” Examples include, but are not limited to:

Staff at nursing homes, hospitals, and home care settings;
 Workers at farms, food production facilities, grocery stores, and restaurants;
 Janitors and sanitation workers;
 Truck drivers, transit staff, and warehouse workers;
 Public health and safety staff;
 Childcare workers, educators, and other school staff; and
 Social service and human services staff.

Support the Public Health Response



This funding may be used to meet and address emergent public health needs.

- | | |
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| <div style="border: 1px solid blue; padding: 5px; margin-bottom: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">1</div> <div>COVID-19 Mitigation & Containment</div> </div> | <ul style="list-style-type: none"> ▪ A broad range of services and programming that are needed to contain COVID-19 |
| <div style="border: 1px solid blue; padding: 5px; margin-bottom: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">2</div> <div>Medical Expenses</div> </div> | <ul style="list-style-type: none"> ▪ Provide care and services to address COVID-19 public health needs, risks presented by new variants, and long-term effects of the virus |
| <div style="border: 1px solid blue; padding: 5px; margin-bottom: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">3</div> <div>Behavioral Healthcare</div> </div> | <ul style="list-style-type: none"> ▪ New or enhanced state and local government services that may be needed to meet mental health, substance use, and other behavioral health needs |
| <div style="border: 1px solid blue; padding: 5px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">4</div> <div>Public Health & Safety Staff</div> </div> | <ul style="list-style-type: none"> ▪ Responding to the public health and negative economic impacts of the pandemic requires a substantial commitment of human resources |

Address Negative Economic Impacts



Recipients may use these funds to respond to the negative economic impacts of the COVID-19 public health emergency.

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| <div style="border: 1px solid blue; padding: 10px; margin-bottom: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">1</div> <div>Workers & Families</div> </div> | <ul style="list-style-type: none"> • Assistance to unemployed workers and job training • Food, housing, cash, and other assistance to households • Survivor's benefits for family members of COVID-19 victims |
| <div style="border: 1px solid blue; padding: 10px; margin-bottom: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">2</div> <div>Small Businesses</div> </div> | <ul style="list-style-type: none"> • Loans and grants to mitigate financial hardship • Loans, grants, and in-kind assistance to implement COVID-19 prevention or mitigation tactics • Technical assistance |
| <div style="border: 1px solid blue; padding: 10px; margin-bottom: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">3</div> <div>Public Sector</div> </div> | <ul style="list-style-type: none"> • Rehire staff • Replenish state unemployment insurance funds • Administer economic relief programs |
| <div style="border: 1px solid blue; padding: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">4</div> <div>Impacted Industries</div> </div> | <ul style="list-style-type: none"> • Tourism, travel, and hospitality sectors • Other similarly affected sectors |

Provide Equity-Focused Services



Treasury will presume the following additional activities are eligible uses when provided within disproportionately impacted communities.

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| <div style="border: 1px solid blue; padding: 10px; margin-bottom: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">1</div> <div>Addressing Health Disparities</div> </div> | <ul style="list-style-type: none"> • Community health workers and public benefits navigators • Remediation of lead paint and other lead hazards • Community violence intervention programs |
| <div style="border: 1px solid blue; padding: 10px; margin-bottom: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">2</div> <div>Investing in Housing & Neighborhoods</div> </div> | <ul style="list-style-type: none"> • Services to support individuals experiencing homelessness • Affordable housing development • Housing vouchers, residential counseling, navigation assistance |
| <div style="border: 1px solid blue; padding: 10px; margin-bottom: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">3</div> <div>Addressing Educational Disparities</div> </div> | <ul style="list-style-type: none"> • New or expanded early learning services • Expanded resources for high-poverty school districts • Educational services like tutoring and afterschool programs, as well as supports for social, emotional, and mental health needs |
| <div style="border: 1px solid blue; padding: 10px;"> <div style="background-color: red; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">4</div> <div>Promoting Healthy Childhood Environments</div> </div> | <ul style="list-style-type: none"> • New or expanded high quality childcare • Home visiting programs for families with young children • Services for child welfare-involved families and foster youth |

Replace Public Sector Revenue Loss



Recipients may use this funding to provide government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.

- Provide continuity of vital government services by filling budget shortfalls
- Revenue loss is calculated relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- Recipients may re-calculate revenue loss at multiple points during the program, supporting those entities that experience revenue loss with a lag
- Once a reduction in revenue is identified, recipients have broad latitude to use these funds to support government services (with some exceptions, described later)



The Interim Final Rule establishes a clear and consistent methodology that each recipient can use to calculate its reduction in revenue

Water, Sewer, and Broadband Infrastructure



Recipients may use these funds to make necessary investments in water, sewer, and broadband infrastructure.

Water and Sewer Infrastructure

- ✓ Includes improvements to infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems
- ✓ Eligible uses aligned to Environmental Protection Agency project categories across the:
 - Clean Water State Revolving Fund
 - Drinking Water State Revolving Fund

Broadband Infrastructure

- ✓ Focus on households and businesses without a wireline connection capable of reliably delivering 25 Mbps download / 3 Mbps upload
- ✓ Fund projects that deliver reliable service
 - Minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- ✓ Complement broadband investments made through the separate Capital Projects Fund

Ineligible Uses

While recipients have considerable flexibility to use this funding to address the diverse needs of their communities, restrictions on use apply.

1 Net Reduction in Tax Revenue

- The American Rescue Plan may not be used to fund reductions in net tax revenue
- If a state or territory has a reduction in net tax revenue, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth

2 Deposits into Pension Funds

- This funding may not be used for deposits into pension funds
- A “deposit” is defined as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability
- Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are an eligible use

3 Other Restrictions on Use

- Funding debt service, legal settlements or judgments
- Deposits to rainy day funds or financial reserves
- Additional restrictions may apply



U.S. DEPARTMENT OF THE TREASURY

Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP

For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960

For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages

Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**8: Sewataro discussion on Use Policy Document and Goals****REQUESTOR SECTION**

Date of request:

Requestor: Chair Roberts

Formal Title: Discussion on Sewataro Use Policy Document and other Sewataro goals. Includes discussion and possible vote to release Town Counsel Opinion related to the Town offering swimming and charging fees at Sewataro. Vice-Chair Russo and Member Schineller to present (~45 min)

Recommendations/Suggested Motion/Vote: Discussion on Sewataro Use Policy Document and other Sewataro goals. Includes discussion and possible vote to release Town Counsel Opinion related to the Town offering swimming and charging fees at Sewataro. Vice-Chair Russo and Member Schineller to present (~45 min)

Background Information:
attached documents

Financial impact expected:

Approximate agenda time requested: 45 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

Town of Sudbury

Sewataro Use Policy

V2.0 Updated August 19, 2021

1. Intent

It is the Town of Sudbury's desire that all residents of Sudbury enjoy safe and appropriate use of Town property, including Sewataro. This use should take place with proper regard to accessibility for all residents, safety of participants, and with respect for the preservation of the property for future Town use. The intent of this document is to be consistent with the Contract for Day Camp Operator and Management of Real Property agreement, dated Sept. 10, 2019, and its subsequent Amendments between the Town and the camp Operator and with existing Town policies regarding Town facilities.

2. Public Access Times

While Camp Sewataro is operating, public access of the grounds is allowed for recreational purposes only during designated times in order to avoid conflicts. These designated public access times are:

Camp Season Public Access (June 1 – August 31)

- Monday-Friday: 6pm-Dusk in the front section of the property
- Saturdays, Sundays and Federal holidays: 9am-Dusk in the front section of the property

Note: During camp season, public access is available only to the front section of the property to ensure the security of Town, Camp, and camper property.

"Off" season Public Access (September 1 – May 31)

- Monday-Sunday: 9am – Dusk

3. Permitting Authority

The permitting authority for the use of the Sewataro property shall be the Town Manager. Larger events involving food trucks, electrical equipment, or stage work may require additional inspections, approvals, or fees from the Town Manager, Health Department, Building Department, or other Town departments.

First-time reservations for exclusive use of property facilities (e.g., lodges and pavilions as listed below) by organized groups is not allowed without permission from the Town Manager or his/her delegate, which may be the Sewataro Community Liaison. Use of Sewataro is not allowed for for-profit, religious, or lobbying purposes without permission from the Town Manager or his/her delegate. In certain circumstances Town Manager may seek input from the Select Board in its role as policy-making body in Town. No applicant is guaranteed to receive permission.

4. Facility Reservations

For organized events and meetings, specific spaces can be reserved during designated times.

The scheduling of reservations shall be the responsibility of the Camp Sewataro community liaison.

As of August 2021, contact Kristen Drummey, Camp Sewataro Community liaison, at kristen@sewataro.com with questions or to book. A calendar depicting Sewataro reservations is available here:

<https://sudbury.ma.us/townmanager/2021/03/15/sewataro-resident-event-calendar/>

Reservations should be made at least forty-eight (48) hours, excluding Saturdays, Sundays and legal holidays, in advance prior to the event. In the event of extenuating circumstances, the 48-hour advance notice requirement may be waived by the Town Manager. Larger events involving food trucks, electrical equipment, or stage work may require additional inspections and several weeks' notice is recommended.

Written reservations must include:

- Name of the group requesting the reservation
- The primary contact person for the group, along with their phone number and email address
- Additional information as required by the Sewataro Reservation Form.

5. Group Reservation Responsibilities

A group's primary contact person is responsible for coordinating the event and shall be responsible for ensuring:

- That the space, facility, and/or general location used is kept in clean condition and proper order following the conclusion of the meeting, including removal of all garbage or waste materials, removal of all decorations, and return of any furniture or equipment to their original locations at the conclusion of the event.
- All restrictions are adhered to.
- Completion of the Sewataro Reservation Form in advance of the meeting.

6. Reservation Priority

Reservations shall be made on a first-come, first-served basis. However, when in conflict, priority shall be given to local government organizations, then local residents, then local groups, and then non-Sudbury organizations or individuals.

There may be times when a site plan and additional equipment may be required, this coordination will begin with the reservation process. If additional toilets are needed to complement the event, at least one shall be in compliance with Americans with Disabilities Act (ADA) requirements.

7. Available spaces and Fees

The spaces available to reserve include:

Facility	Maximum Occupancy	Attributes	Municipal Committees and Depts. and Sudbury-based 501c3 (e.g., Scouts)	Sudbury Groups (e.g. resident groups, LS adult ed)	Non-Resident / Corporate / Private Groups (e.g. wedding)
Liberty Lodge	150	4000 sq. ft. Covered roof	0	\$25/hr	\$50/hr
Meeting Hall	50	1200 sq. ft. Covered Roof	0	\$15/hr	\$30/hr
Tree House	TBD	Covered roof	0	\$10/hr	\$20/hr
Craft Deck	TBD	Tented Roof (usually seasonally available in the summer)	0	\$10/hr	\$20/hr
Tennis Courts*	4 players	two available	\$18.40/hr	\$18.40/hr	\$24.15/hr
Basketball Court*	10 players		\$18.40/hr	\$18.40/hr	\$24.15/hr

* Court fees to be kept consistent with Park & Rec Tennis Court Field Request Form fees.

Groups that leave garbage will be charged double the normal fee.

Additional permit application fees may apply (example, food permit, building inspection (structural/electrical)).

Deposits / Cancellations: At this time, any deposits are fully refundable upon event cancellation.

The Select Board shall set the amount of the fee so as to recover a reasonable approximation of the costs to the Town in processing the requested item, and to recoup reasonable maintenance and repair costs of the property. Fees shall be paid to the Town in the same account as the Management Fee per Article 3 of Contract for Day Camp Operator and Management of Real Property agreement, dated Sept. 10, 2019.

(1) Facilities may be reserved without a rental fee by the following groups:

- a. Town departments and committees.
- b. Non-profit organizations based in Sudbury whose functions are charitable, civic, or patriotic, such as community service groups.

(2) Facilities may be reserved with rental fee by:

- a. Sudbury groups and any Non-Resident, Corporate, or Private group.

(3) Rental fee Schedule – per hour: Shall be in accordance with the Fee Schedule in Section 7.

Any revenue from fees charged for use of programming/meetings held at the Sewataro property during “public access hours” shall remain with the Town. Any revenues generated from Town-organized programming/meetings shall remain with the Town.

8. Insurance Requirements

Insurance requirements shall be in accordance with Town Park & Recreation Department policies (<https://sudbury.ma.us/recreation/wp-content/uploads/sites/335/2014/08/TownofSudburyFacilityusepolicyJune12012update.pdf>). Proof of insurance coverage may be required of any organized group requesting reservations at Sewataro and requested at any time. Groups and/or individuals that carry liability insurance should add the property to their policies and share a copy with the camp operator for file.

The Town or its representative shall request an event’s group’s primary contact person should obtain a special event policy listing the camp and the town as additional insured. In the event this special event policy cannot be obtained, a liability waiver or deposit will suffice.



Liability Waiver
Town of Sudbury.pc

9. Acceptable Use

Any use of the Sewataro property shall adhere to acceptable use guidelines as put forth by the Town Park & Recreation Department. Refreshments shall be allowed, but all garbage must be cleaned up and disposed of in appropriate receptacles.

10. Maximum Occupancy

Maximum Occupancy of each structure shall be in accordance with Town Fire Department regulations. Maximum occupancy is listed in the table above.

11. Restrictions

- All use of facilities is at your own risk.
- Residents are required to “carry in and carry out” anything brought onto the property, including trash.
- Smoking or vaping is not permitted in Sewataro.
- Vehicles are prohibited from driving on interior roadway, walkways, and any grassed area without express permission.
- Parking is permitted only in the designated lower and upper parking lots.
- No alcoholic beverages are allowed at Sewataro without express permission from the licensing authority.
- Sledding: Sledding is at your own risk. It is recommended that any sledding be done on the hill towards the fields.
- No dogs or large pets allowed, leashed or otherwise.
- No ice skating on the ponds in the winter.
- No swimming in the ponds.
- Any fishing in the ponds should be catch-and-release. These fish should not be eaten.
- No open fires or grills without a special permit issued by the Select Board, with review by the Fire Department required.

12. Exclusive Use

Under no circumstances will exclusive use of the Sewataro property be granted to one group during the public access hours as described in Section 2.0 Public Access Hours.

13. Emergency Contact

In case of an emergency, user is to call 911.

14. Postings

Any posting at the Sewataro property shall be consistent with the Town’s policy on Advertising and Directional Signs; no “signs of an advertising nature” on behalf of for-profit organizations shall be allowed. Public postings shall be allowed only at the informational kiosks located at the front and back entrances to Sewataro.

16. Restrooms

There are two (2) Port-a-Potties available, an ADA-accessible one located near Liberty Lodge and a general use one available near the lower parking lot, available for use as restrooms during public access times.

For events with 100+ people, the user will be required to contract for its own port-a-pottie services.

17. Traffic Management

Should the event be large enough, the Police Department may require a police detail or other arrangements to appropriately direct traffic.

18. Parking Spaces

Parking is permitted only in the designated lower and upper parking lots. There are 10 parking spaces in the upper lot, with XYZ# ADA compliant handicapped accessible spaces, with 90 parking spaces in the lower lot, with XYZ# ADA compliant handicapped accessible spaces, and approximately 30 additional overflow parking spaces in the front field. Event organizers shall consider the number of required parking spaces when making reservations.

Lower parking lot has more spaces available, but requires travel up an uphill slope to reach most activity areas. The upper lot has fewer spaces available, but is closer to and level with Liberty Lodge. Some path areas are not entirely smooth, but are navigable. Accommodations are available upon request.

19. Park and Recreation Coordination

Sewataro event organizers shall confer with the Park and Recreation and other Town departments as appropriate to ensure there are no similar events scheduled for conflicting dates (e.g., the two contract community events per year). In the event of a conflict, the Town-organized event shall take precedence.

20. Hold Harmless Individual User Agreements

On behalf of myself and/or my minor child, (User), I understand that part of the facility and experience involves activities and group interactions that may be new to us, and that they come with uncertainties beyond what we may be used to dealing with at home, including but not limited to uneven terrain, collisions, being struck by thrown objects, insects, wild and domestic animals, inclement weather, remote locations, communicable diseases including but not limited to COVID-19, and other risks, including use of the facility by members of the public. I am aware of these risks and am assuming them on behalf of me and my child. We realize that no environment is risk-free, and understand and, if applicable, have instructed my child on the importance of abiding by the facility's rules, and we agree that we are familiar with these rules and will obey them.

To the fullest extent permissible by law, user agrees to save and hold harmless Camp Sewataro, LLC and the Town of Sudbury, including its owners, employees, trustees, agents or officers from and against any claim, suit, cause of action settlement or judgment brought against it by any party arising out of user's breach of its duty of reasonable care or intentional act arising out of user's use of the property or facilities, including attorneys fees and other costs of suit, and further to waive any and all claims or causes of action against Camp Sewataro, LLC and the Town of Sudbury, except those that are the result of their gross negligence or intentional acts.

21. Hold Harmless Group User Agreements

User understands that part of the facility and experience involves activities and group interactions that may be new to our participants, and that they come with uncertainties beyond what our participants may be used to dealing with at home, including but not limited to uneven terrain, collisions, being struck by thrown objects, insects, domestic and wild animals, inclement weather, remote locations, communicable diseases including but not limited to COVID-19, and other risks, including use of the facility by members of the public. We are aware of these risks, and we are assuming them on behalf of our participants. We realize that no environment is risk-free, and so we have instructed our participants on the importance of abiding by the facility's rules, and we agree that they are familiar with these rules and will obey them.

To the fullest extent permissible by law, user agrees to save and hold harmless Camp Sewataro, LLC and the Town of Sudbury, including its owners, employees, trustees, agents or officers from and against any claim, suit, cause of action settlement or judgment brought against it by any party arising out of user's breach of its duty of reasonable care or intentional act arising out of user's use of the property or facilities, including attorneys fees and other costs of suit, and further to waive any and all claims or causes of action against Camp Sewataro, LLC and the Town of Sudbury, except those that are the result of their gross negligence or intentional acts.

The undersigned represents that they are authorized to execute this agreement and to bind the group.

22. Accessibility

To the greatest extent practicable, organizers shall work with the Camp Operator and Town, as appropriate, to implement temporary adjustments that will offer access to the widest population use during the planned event. This

may require coordination with the fire, building, and combined facilities departments. This may also include things like ADA compliant ramp use, potable restrooms, protective surface enhancements, or other appropriate considerations.

23. Reportable

It is imperative to report any additional service or logistical items required by an event. These include:

- Food
- Electricity
- Noise
- Stage

BOS GOALS 2021						
Goal	Primary Category	Total Score	Priority Level	Board Liaison	Staff Liaison	2021 deliverable
Financial Policies and Capital Planning/ Funding	Financial Management & Economic Resilience	19	High	Roberts & Schineller	Town Manager/Treasurer	Complete rview of DLS Report; Finalize and publish Financial Policies ; identify gaps; select, prioritize and implement Capital planning improvements; transparency/communicate to the public ; identify what we mean by capital; secure funding sources;
LS Regional Agreement and Assessment Process	Effective Governance and Communication	16	High	Carty	Town Manager	Map out issues and process; coordinate with stakeholders / Lincoln leadership and LSRHS School Committee; evaluate Agreement review increments; examine vocational education responsibilities; define the perceived problems; budget timeline alignment; draft updates of the Agreement
Upgrade Fire Station 2 (Rte 20)	Town Services and Infrastructure	14	High	Dretler & Roberts	Fire Chief/Facilities	Conduct a forum for information on the project; accommodate 3rd ambulance; Warrant Article at May 2021 Annual Town Meeting and Special Election (if needed);
Bruce Freeman Rail	Open Space, Recreation & Historic Assets	9	High	Dretler & Russo	Planning	Re-establish Rail Trail Task Force; bid out final design; keep consultant on advertising date for construction
Sewataro	Open Space, Recreation & Historic Assets	5	High	Schineller & Russo	Town Manager/Facilities/PRP	Increase public use (swimming summer weekends); safeguard property; update Agreement; examine / evaluate best uses for the property; discover revenue generating opportunities; define strategic vision, options and next steps; formulate evaluation team; compare data from other communities; increase documentation of activities and uses; consider tax exempt debt option (lease vs management agreement);
Expand (Normalize) and Fund Transportation Option	Transportation, Mobility & Housing	4	High	Carty	Planning/Treasurer	Evaluate additional options; future vision development / employment and oversight methodology; examine sustainment of operations and funding sources; determine transportation gaps; align with Master Plan intent; track trend data to discover efficiencies and distractions; develop community survey; add Town employee(s)
Master Plan Implementation (Driven by PB - Support from SB)	Effective Governance and Communication	4			Planning/Town Manager	
Diversity, Equity and Inclusion Commision (underway)	Effective Governance and Communication	2				
Vocational Education	Town Services and Infrastructure	1				
Eversource llitagation	Environmental Health & Wellness	1			Town Counsel	
Customer Services for Municipal Facilities	Effective Governance and Communication	0			Town Manager	
Enhance Website (More Self Service)	Effective Governance and Communication	0			IT	
Remote Work Place Support	Effective Governance and Communication	0			IT	
Development Project Mgt and Reporting System (KPI report)	Effective Governance and Communication	0			Town Manager	
House Keeping - including transparency, minutes website)	Effective Governance and Communication	0			Town Manager/Treasurer	
Update Policies and Procedures	Effective Governance and Communication	0			Town Manager	
3 year Calendar for BOS	Effective Governance and Communication	0			Town Manager/Selectmen Office	
Town Meeting - Increasing Engagement, Efficiency, and Participation	Effective Governance and Communication	0			Town Manager/Selectmen Office	
Increase Civic Leadership and Engaged Citizenry	Effective Governance and Communication	0				
Preventative Maintenance for Capital Assets	Financial Management & Economic Resilience	0			Facilities/Treasurer	
Customer Services for Municipal Facilities	Financial Management & Economic Resilience	0			All	
Facilities Inventory	Financial Management & Economic Resilience	0			Facilities	
Staffing Plan for Future	Financial Management & Economic Resilience	0			Town Manager	

BOS GOALS 2021						
Goal	Primary Category	Total Score	Priority Level	Board Liaison	Staff Liaison	2021 deliverable
Fairbank Comm Ctr	Town Services and Infrastructure	0			Town Manager/Facilities/Sr Center/PRP/Treasurer	
Sidewalks and Crosswalks Priorities	Town Services and Infrastructure	0			DPW/Planning	
Pavement Management Plan	Town Services and Infrastructure	0			DPW	
Roadway (bridges, culverts, drains)	Town Services and Infrastructure	0			DPW	
Emergency Management and Response	Town Services and Infrastructure	0			Town Manager/Fire Chief	
Age Friendly and Dementia Friendly	Town Services and Infrastructure	0			Sr Center	



SUDBURY SELECT BOARD

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**9: Sewataro Intellectual Property****REQUESTOR SECTION**

Date of request:

Requestor: Chair Roberts

Formal Title: Discussion and vote on whether to retain the rights and ownership (or not) of the U.S.A.; Reg. No. 4,826,540 and U.S.A.; Reg. No. 4,826,543 relative to the intellectual property Declarations for "Sewataro" and "Summer as it should be." (~15 min)

Recommendations/Suggested Motion/Vote: Discussion and vote on whether to retain the rights and ownership (or not) of the U.S.A.; Reg. No. 4,826,540 and U.S.A.; Reg. No. 4,826,543 relative to the intellectual property Declarations for "**Sewataro**" and "**Summer as it should be.**" (~15 min)

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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

T0847.20000US00/DRW

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Owner : THE TOWN OF SUDBURY
 Address : 278 OLD SUDBURY ROAD
 SUDBURY, MASSACHUSETTS UNITED STATES
 01776
 a MUNICIPAL : MASSACHUSETTS
 CORPORATION of
 Registration No. : 4,826,540
 Registration Date : October 06, 2015
 Mark : SEWATARO
 Class : 41

Commissioner for Trademarks
 P.O. Box 1451
 Alexandria, VA 22313-1451

**COMBINED DECLARATION OF USE AND INCONTESTABILITY UNDER §§ 8 & 15
 (15 U.S.C. §§ 1058 & 1065)**

The undersigned is the Owner of said Registration No. 4,826,540, dated October 06, 2015, as shown by the records in the Patent and Trademark Office; the mark shown therein has been in continuous use in commerce for five (5) consecutive years subsequent to the date of such registration, in connection with the goods listed below:

Summer camp services (in International Class 41)

The mark is still in use in commerce in connection with said items as evidenced by the attached specimen showing the mark as currently used in commerce. There has been no final decision adverse to Owner's claim of ownership of such mark for such goods, or its right to register the same or keep the same on the register; that there is no proceeding involving said rights pending in the Patent and Trademark Office or in a court and not fully disposed of.

Attachment9.a: T0847.20000US00 Dec (4810 : Sewataro Intellectual Property)

Docket No.: T0847.20000US00
 Reg. No.: 4,826,540
 Reg. Date: October 06, 2015
 Page 2

Power of Attorney

The undersigned hereby appoints, with full powers of substitution and revocation, the following as its attorneys and/or agents to file this declaration and to transact all business in the Patent and Trademark Office in connection therewith:

Michael A. Albert	Elisabeth H. Hunt	Eric J. Rutt
Nicole Davis Amar	Robert E. Hunt	Robert N. Sahr
Eric L. Amundsen	Daniel M. Huttler	Anant K. Saraswat
Michael J. Attisha	Robert A. Jensen	Turhan F. Sarwar
C. Hunter Baker	Marc S. Johannes	Tonia A. Sayour
Jason W. Balich	Oona M. Johnstone	Claire E. Schuster
Melissa Beede	Hunter D. Keeton	Karan Singh
Brandon S. Blackwell	Alexandra K. Kim	Amanda Slade
Joseph M. Bowler	Jessamine M. Lee	Laura B. Sole
Joshua M. Brandt	Kevin Y. Li	Nathan R. Speed
Kady S. Bruce	Christina M. Licursi	Charles Steenburg
David F. Cauble	Helen C. Lockhart	John L. Strand
Tani Chen	Chelsea Loughran	Shirley Tan
Gitanjali Chimalakonda	Yue Matthew Ma	Andrew J. Tibbetts
Thomas S. Chlebeck	Kevin MacDonald	Maria A. Trevisan
Bryan S. Conley	Robert T. Maldonado	Michael J. Twomey
Gregory F. Corbett	Ethan W. Marks	John R. Van Amsterdam
Elizabeth A. DiMarco	Kira-Khanh McCarthy	Ryan M. Van Olst
Heather J. DiPietrantonio	William R. McClellan	Amanda L. Varrichione
Stuart V. Duncan Smith	Gabriel J. McCool	Janice A. Vatland
Roque El-Hayek	Marie A. McKiernan	Jessica A. vonReyn
Neil P. Ferraro	Anshul M. Mehra	Jessica Vosgerchian
Emma L. Frank	Andrea D. Merin	Robert H. Walat
Thomas A. Franklin	Kevin Mosier	Patrick R.H. Waller

Docket No.: T0847.20000US00
 Reg. No.: 4,826,540
 Reg. Date: October 06, 2015
 Page 3

Susmita A. Gadre	Michele Moresco	Edmund J. Walsh
Emily J. Gardel	James H. Morris	Jennifer J. Wang
Edward R. Gates	Elizabeth S. Mulski	Daniel T. Wehner
David S. Gesner	Gregory S. Nieberg	John L. Welch
Richard F. Giunta	Michelle K. Nyein	Andrew W. Williams
Matthew H. Grady	Timothy J. Oyer	Douglas R. Wolf
Patricia Granahan	Alexandra M. Papas	Daniel W. Young
Eric P. Greenwald	Zachary P. Piccolomini	Lock See Yu-Jahnes
Philip J. Hamzik	Michael J. Pomianek	William Wei Zhang
James M. Hanifin, Jr.	Randy J. Pritzker	Adam R. Wichman
John S. Harmon	Michael N. Rader	Chelsea E. Witte-Garcia
Jason M. Honeyman	Jonathan B. Roses	Adam S. Zeiger
Gerald B. Hryczyn	Daniel G. Rudoy	Norman H. Zivin
Jeffrey D. Hsi	Edward J. Russavage	

whose post office address is Wolf, Greenfield & Sacks, P.C., Federal Reserve Plaza, 600 Atlantic Avenue, Boston, Massachusetts 02210-2206, Telephone Number (617) 646-8000, and Telecopier Number (617) 646-8646. Direct all correspondence to Douglas R. Wolf at the above address and phone number.

Docket No.: T0847.20000US00

Reg. No.: 4,826,540

Reg. Date: October 06, 2015

Page 4

Declaration

The undersigned, being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements and the like may jeopardize the validity of this document, declares that the undersigned is properly authorized to execute this document on behalf of the Owner; that the listed Owner is the Owner of the mark; and all statements made in this document of the undersigned's own knowledge are true and all statements made on information and belief are believed to be true.

THE TOWN OF SUDBURY

Date

Name: Lee S. Smith, Esq.

Title: Town Counsel

T0847.20002US00/DRW

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Owner : The Town of Sudbury
 Address : 278 OLD SUDBURY ROAD
 SUDBURY, MASSACHUSETTS UNITED STATES
 01776
 a MUNICIPAL : MASSACHUSETTS
 CORPORATION of
 Registration No. : 4,826,543
 Registration Date : October 06, 2015
 Mark : SUMMER AS IT SHOULD BE...
 Class : 41

Commissioner for Trademarks
 P.O. Box 1451
 Alexandria, VA 22313-1451

**COMBINED DECLARATION OF USE AND INCONTESTABILITY UNDER §§ 8 & 15
 (15 U.S.C. §§ 1058 & 1065)**

The undersigned is the Owner of said Registration No. 4,826,543, dated October 06, 2015, as shown by the records in the Patent and Trademark Office; the mark shown therein has been in continuous use in commerce for five (5) consecutive years subsequent to the date of such registration, in connection with the services listed below:

summer camp services (in International Class 41)

The mark is still in use in commerce in connection with said items as evidenced by the attached specimen showing the mark as currently used in commerce. There has been no final decision adverse to Owner's claim of ownership of such mark for such services, or its right to register the same or keep the same on the register; that there is no proceeding involving said rights pending in the Patent and Trademark Office or in a court and not fully disposed of.

Attachment9.b: T0847.20002US00 Dec (4810 : Sewataro Intellectual Property)

Docket No.: T0847.20002US00
 Reg. No.: 4,826,543
 Reg. Date: October 06, 2015
 Page 2

Power of Attorney

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Docket No.: T0847.20002US00
 Reg. No.: 4,826,543
 Reg. Date: October 06, 2015
 Page 3

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Docket No.: T0847.20002US00

Reg. No.: 4,826,543

Reg. Date: October 06, 2015

Page 4

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THE TOWN OF SUDBURY

Date

Name: Lee Smith, Esq.

Title: Town Counsel

Attachment9.b: T0847.20002US00 Dec (4810 : Sewataro Intellectual Property)

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**10: Sudbury Trust Program policy document****REQUESTOR SECTION**

Date of request:

Requestor: Chair Roberts

Formal Title: Discussion on Sudbury Trust Program policy document (~15 min.)

Recommendations/Suggested Motion/Vote:

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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

Sudbury Trust

Town of Sudbury

2014



This is a comprehensive program of giving for the Town of Sudbury. This program introduces the many ways a potential donor may give a gift or donation to the Town – for a wide variety of programs, services, or individual memorial and honor items. The goal is to let it be known, “giving is central to the future of Sudbury”.

Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776
www.sudbury.ma.us

The Sudbury Trust

The Sudbury Trust is a comprehensive charitable donation program sponsored by the Town of Sudbury. The Sudbury Trust invites you to help us reach our goals. Your donations help sustain vital municipal and educational programs, as well as advance new economic, social, and cultural initiatives in Sudbury. Together we can sustain the unique quality of life in Sudbury and enhance opportunities for all its citizens, for years to come. Trust in our Town, trust in our future.

Giving is central to the future of Sudbury

How may I give to Sudbury?

- Monetary Gifts [Learn more](#)
- Tangible & Real Estate Property [Learn more](#)
- Services [Learn more](#)
- Personal Time [Learn more](#)



All gifts and donations are subject to the [Town of Sudbury's Donation Policy](#).

For more information on The Sudbury Trust, call 978-639-3381 or e-mail Sudburytrust@sudbury.ma.us

Monetary Gifts

[home](#)

Each year, the Town receives monetary gifts of various sizes for both restricted and general use. It is through the continued generosity of individuals, organizations and businesses alike, that we are able to provide and maintain services, programs and assets for the benefit of the community that would otherwise not be possible. Monetary donations made directly to the Town of Sudbury *may* be tax deductible. However, it is important to note that a municipality is not considered a section 501(c) (3) charitable organization by the IRS. (For more information on charitable contributions, see [IRS Publication #526](#).)

Restricted Gifts

You may choose to give a restricted or designated gift whose purpose is to strengthen a particular program or department. Perhaps you would like to help meet a particular capital need. A *restricted gift* may be used solely for the project, program or service that you specify. Restricted gifts typically go toward a specific item, event or ongoing program purpose. Your restricted donation will be administered under the direction of Town boards, committees or other responsible parties.

Here is a sampling of restricted gift accounts established in recent years.

Memorial Day
Conservation
Fuel Assistance
Police Bike Patrol
Sudbury Day
4th of July Parade
Child Safety
Local Emergency Planning
Community Emergency Response
Ponds & Waterways
Youth & Teen Center
Sudbury Educational Resource Fund*
Sudbury Special Education Fund*

*for more information regarding gifts and donations specifically for Sudbury Public Schools you may contact Central Office at 978-443-1058 or email school_committee@sudbury.k12.ma.us

Persons wishing to contribute to any existing restricted gift categories, or establish a new one to better suit your giving goals, may contact the Selectmen's Office at 978-639-3381 or email Sudburytrust@sudbury.ma.us.

Unrestricted Gifts

Unrestricted gifts allow the Board of Selectmen to address what it believes are areas of greatest need. This type of gift provides the most flexibility when distributed. Such gifts may be combined with other unrestricted donor funds to permit the town to initiate major institutional goals once enough funds have been raised.

Persons wishing to contribute an unrestricted gift of any size may contact the Selectmen's Office at 978-639-3381 or email Sudburytrust@sudbury.ma.us.

Anonymous Gifts

While the Town wishes to respect all donor requests, it has chosen to ensure that all donations remain public record, thus anonymous donations can only be made through a third party. All donors will be consulted as to their desires for recognition.

Memorial and Honor Gifts

A thoughtful way to honor a loved one, friend or colleague is through a gift made in their name. Memorial and honor gifts can be made to any area of the Town. The individual being honored or family of the deceased is notified of the contribution and a permanent record of the gift will be maintained in the official records of the Town. Would you like to purchase a heritage tree or bench? Sponsor a pond or conservation trail? To learn more about the many options for memorial and honor gifts [click here](#).

Endowments/Trusts

A **gift** is an outright transfer of monies for a specified purpose. A **trust** usually involves an ongoing donation or financial concern, where the funds are given to support a special purpose on a continuing basis. Some trusts may include a restricted or non-expendable portion in order to extend the longevity of the donated resource. An **endowment** agreement generally indicates that any donation of principal be held in a trust fund in perpetuity. Only the investment earnings (and any portion of principal deemed expendable per the terms of the endowment) are available to be used for specific purposes. While Town appropriations are not required for trust activities, Trustees are required to submit expenditure budgets each fiscal year to the Board of Selectmen. Individual trusts are invested per Town Trust guidelines, subject to generally accepted accounting and audit standards.

“In Sudbury We Trust ...”



People From left to right
 1. Fred A Noyes - RFD Carrier
 2. Clyde Barber - Rubbish Collector
 3. Harvey Fairbanks - Former Selectmen, owns Farm on Rte 27
 4. Forrest Bradshaw - Postmaster, Town Clerk, owned convenience store (Bradshaws Store)

Citizens of Sudbury have benefited and continue to benefit from the generosity of those who preceded them. Beginning more than 300 years ago, various endowments and trust funds have been established according to the wishes of the donors. Pictured here above for example, is Forrest Bradshaw (c. 1930's). Forrest's strong ties to Sudbury over the years included being the Postmaster, Town Clerk and a local storeowner. In 1987, the Bradshaw family established an endowment in memory of Forrest D. Bradshaw to be used in perpetuity by the Goodnow Library to obtain and preserve historical documents of Sudbury.

If you wish to contribute to any of our existing trusts, or would like to establish a new trust or endowment, you may contact the Selectmen's Office at 978-639-3381 or

Sudburytrust@sudbury.ma.us. For more details

on existing trust projects, [click here](#).

Priority Projects

While the Board of Selectmen are grateful of all donations offered for projects that can improve the quality of life in Sudbury, they reserve the right to decline gifts or grants for projects that might require *extraordinary* in-kind or monetary contributions from the Town or its staff to assist in the planning, implementing or maintaining of a project.

The Board of Selectmen is pleased to offer a list of key projects that have already been through a priority setting process and are **“ready to go”** once sufficient funds have been identified. **If you do not see exactly what you are looking for on the priority projects list** - Town staff would be excited and happy to work with all donors to discuss these projects to see if any can be tailored to meet your specific giving goals.



For a list of priority projects, [click here](#). Persons wishing to contribute to the existing list of priority projects, or would like us to consider something new, may contact the Selectmen's Office at 978-639-3381 or email Sudburytrust@sudbury.ma.us.

Tangible Assets and Real Estate Property

[home](#)

The Town is also happy to receive tangible assets and real estate property as gifts. All gifts or donations are subject to the [Town of Sudbury's Donation Policy](#). Tangible property donations *may* also be tax deductible. (For more information on charitable contributions, see [IRS Publication #526](#).) If you or your organization would like to donate any tangible assets or real estate property to the Town, you may contact the Selectmen's Office at 978-639-3381 or email Sudburytrust@sudbury.ma.us.



Services

[home](#)

The Town is also happy to receive donations of services from businesses and organizations located within or otherwise doing business in the Sudbury community. All gifts or donations are subject to the [Town of Sudbury's Donation Policy](#). If you or your organization would like to donate services the Town, you may contact Selectmen's Office at 978-639-3381 or email Sudburytrust@sudbury.ma.us.



Personal Time

[home](#)

- ❖ **Volunteering** – Are you interested in getting involved in town government? Why not consider volunteering your time by applying for an open position on one of our more than 40 Town Boards and Committees. See open positions on our website at [Volunteer and Job Opportunities](#)

- ❖ **Support** ongoing Sudbury events and initiatives. Stay in touch by regularly visiting [Sudbury's website Calendar](#) for the latest calendar page news and listings.

- ❖ **Senior Work Tax Credit Program** – The Sudbury Senior Community Work Program matches qualified people age 60 and older with a variety of jobs that support Town Departments. Earn up to \$750 of property tax relief For more information you may contact the Senior Center at 978-443-3055 or email senior@sudbury.ma.us



Memorial and Honor Gifts

[home](#)

A thoughtful way to honor a loved one, friend or colleague is through a gift made in their name. The Board of Selectmen will officially acknowledge all memorial and gifts. The individual being honored or family of the deceased will be notified of the contribution and a permanent record of such gift will be maintained in the official records. Donations for specific assets such as benches, trees or furnishings may also include a dedication plaque.

Memorial and honor gifts can be made to benefit a wide variety of programs, activities or areas within the Town of Sudbury:

- Heritage Tree & Park Bench Program [Learn more](#)
- Sponsor a Pond Program ****Coming Soon****
- Sponsor a Conservation Trail Program ****Coming Soon****
- Youth and Recreation programs
- Park improvements
- Building grounds beautification and maintenance
- Public art and Sudbury Cultural Council sponsorships
- Public health programs
- Sudbury Fire Department equipment or activities
- Sudbury Police Department equipment or activities
- Sudbury Public School scholarships
- Recycling education and environmental programs
- Conservation and Historical Preservation



Persons wishing to make memorial and honor gifts to any of the above areas, or establish something new, may contact the Selectmen's Office at 978-639-3381 or email Sudburytrust@sudbury.ma.us.

Heritage Tree & Bench Program

[home](#)

The Heritage Tree and Bench Program provides a unique way to commemorate a special event, or honor a loved one, friend or colleague. Program trees and benches are placed on Town-owned land. Trees and benches purchased through the program may be placed in Town parks, trails, playgrounds, recreation fields or other suitable outdoor municipal settings. Exact placement is at the discretion of the DPW Director, Parks and Recreation Director, Town Manager and Board of Selectmen. Payment is due at the time order is placed. These donations *may* be tax deductible. (For more information on charitable contributions, see [IRS Publication #526](#).)

In addition to this program, you can honor a special event or, remember a friend, family member or colleague in many other ways. [Find out more...](#)

Heritage Trees

The cost of a Heritage Tree is \$500. This includes the tree, gift plaque and continued maintenance of the tree (fertilizer, pruning, mulching, etc.). After the tree is planted, the contact person will receive a certificate and map of the planting location for each tree. Trees ordered from April 1 through October 15 will be planted in the late fall. Trees ordered October 16 through March 31 will be planted in the spring.

Payment is due at the time the order is placed. [Printable Order Form](#)



Newly Planted Memorial Tree



Gift Plaque

For more information on the Heritage Tree & Bench Program, you may contact the Department of Public Works at:

Public Works Division
275 Old Lancaster Road
Sudbury, MA 01776
Phone: 978-443-2209 ext. 1221
DPW@sudbury.ma.us

Heritage Benches

[home](#)



The fee for a Heritage Bench is \$1400. This fee covers the cost of a granite bench with a brass plaque or engraving, installation and perpetual care of the bench. Plaques may be inscribed with up to two lines of text. Payment is due at the time the order is placed.

Installation depends on the time of year received and the number of preceding orders. Benches may take as long as 8 weeks to be installed and remain the property of the Town of Sudbury. Once the bench is installed, the contact person will receive a letter notifying them that the bench has been placed and provided a map showing the location of the bench.

[Printable Order Form](#)

For more information on the Heritage Tree & Bench Program, you may contact the Department of Public Works at:

Public Works Division
275 Old Lancaster Road
Sudbury, MA 01776
Phone: 978-443-2209 ext. 1221, DPW@sudbury.ma.us

Existing Town & School Trusts

[home](#)

Discretionary/Charity Fund

This fund, also sometimes known as the “Donation Fund” or “Ancient Fund”, comprises monies from wills and trusts going as far back as 1697. The Board of Selectmen may use this fund each year to provide small gifts to individual residents of Sudbury based on financial need.

Forrest Bradshaw Memorial

The Bradshaw family designated the Goodnow Library as a recipient of memorial donations in the name of Forrest D. Bradshaw. The Library’s Board of Trustees may use this fund in support of the Bradshaw collections of historical papers relating to Sudbury.



Goodnow Library Fund

John Goodnow’s October 18, 1861, will bequeathed monies to the Town of Sudbury. The Library’s Board of Trustees may use this fund in support of Goodnow Library. (Picture Right, Original Goodnow Library c. 1888)

Lydia Raymond Fund

Lydia G. Raymond of Sudbury died January 24, 1960, leaving a will bequeathing monies to Goodnow Library. The Library’s Board of Trustees may use this fund in support of Goodnow Library.

Rhoades Memorial

Paul Whitney Rhoades of Sudbury bequeathed monies in 1981. The Library’s Board of Trustees may use this fund to purchase books relating to landscape architecture, horticulture, gardening and floriculture.

Annie L. Thorpe Trust

Originally established in 1934 in the name of Annie L. Thorpe for furthering the work of the School District Nurses or other health work in Sudbury. This trust is administered under the guidance of Sudbury’s Board of Health Director.

Cheri-Anne Cavanaugh Fund

Named for Cheri-Anne Cavanaugh, a 16-year-old Sudbury resident who died in April 1992. This fund was established by her family and friends to perpetuate her memory and to help the

youth of Sudbury. This trust is administered under the guidance of Sudbury's Board of Health Director to support health and human services for Sudbury children.

George J. Raymond Scholarship Fund

In 1925, Lydia G. Raymond established this perpetual trust fund for the promotion of higher education in the Sudbury High School. Today this trust annually provides one-time modest academic scholarship to a graduating senior at Lincoln-Sudbury Regional High School.

Tercentenary Fund (Yr 2075)

The Bicentennial Committee of 1976, donated a small remaining balance from the Town's celebration fund to be reinvested until the year 2075, to be used for the celebration of the Nation's 300th anniversary.

School Fund

As best can be determined, this fund originated as portions of the monies from two sources: the 1757 will of Joshua Haynes and 1697 will of Peter Noyes. The Sudbury Public School Committee may use this fund to purchase text books or other educational materials.

Autism Fund

A private donation provided to Sudbury Public Schools in support of programs designed to meet the educational needs of children with autism.

Sept 11 Memorial

Dedicated on September 11, 2003, the Memorial Garden features flowering plants and trees, three bluestone benches, and a commemorative center stone of Sudbury granite where engraved bronze plaques recount the events of September 11, 2001, and memorialize three Sudbury residents who were lost that day. The Memorial Garden Oversight Committee may use the monies in this trust for the maintenance and enhancement of the September 11th Memorial Garden.



Perpetual Care Fund

One of the oldest and largest funds, these monies are used for the perpetual care of Sudbury's seven cemeteries. A portion of the proceeds from the sale of Town cemetery plots is applied to this fund. The Cemetery Department, under the Direction of Public Works, may use a portion of this fund for the permanent care, maintenance and improvements to Town cemeteries.



Thomas Garfield Trust

Established by Thomas Garfield. The Cemetery Department, under the Direction of Public Works, may use a portion of this fund for the permanent care, maintenance and improvements specifically for Mount Pleasant Cemetery and to supplement the Perpetual Care Fund.

Raymond Mausoleum

Established in 1962 from the will of Lydia G. Raymond, for the perpetual care, maintenance, preservation and repair of the Raymond Family Mausoleum.

Wood Davison House

Monies in this trust fund comprise donations originally made to support a project to move the Wood Davison house from its location at 348 Boston Post Road to Town property on Old Sudbury Road between the Flynn Building and the Loring Parsonage. The project was later determined to be infeasible. In order to use the funds for purposes other than those specifically stipulated under the Wood Davison House fundraiser, the Town must petition the Probate Court for approval. To date, no such determination has been made.

Harry C. Rice Museum Fund

Established in 1979 from the will of Harry Rice. The will stipulated that this fund, together with any other monies that might be donated to it from other sources, are to be invested by Sudbury's Treasurer until such time as the accumulated fund is substantial enough to allow the Town to build a suitable, fireproof museum to properly house and display "artifacts, materials and programs which are appropriate to the study of American History, and in particular the history of New England and Sudbury, including American Indian history." The will also stipulated the funds must be solely used for the development of a separate Sudbury Museum. In order to use the funds for purposes other than those stipulated, the Town must petition the Probate Court for approval. To date, no such determination has been made.

Haskell Field Loop Trail Maintenance Fund

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

Atkinson Pool Scoreboard Trust

Established in 2010, this initial gift, together with any other monies that might be donated to it from other sources, may be used under the direction of the Atkinson Pool Scoreboard Advisory Committee, for maintaining, repairing and providing for the eventual replacement of the scoreboard.

Boundless Playground Fund

[home](#)

This amazing playground is a state of the art facility with play opportunities for all children ages 2-12 was made possible by a grant from Boundless Playgrounds generously donated by the Lyons Family of Sudbury. Funds were also given by CVS Caremark and through the additional fundraising efforts of the SMILE Sudbury Committee. Lyons' Pride is the first Boundless Playground in Middlesex County. Money has also been donated to establish a trust for maintaining and preserving this popular community asset for years to come.



Other Sudbury Trusts/Memorial Funds....

Grinnell Memorial
Hosmer Memorial
Walker Walsh Alumni
Nature's Outdoor Classroom



(Homser House, c. 1820)

Priority Projects

[home](#)

Below is a listing of priority projects that are in need of your financial support. Town staff would be excited and happy to work with you to tailor any of these projects to meet your specific giving goals. *Together we can make them happen!*

Category	Description
Restricted Gifts:	<ul style="list-style-type: none"> ➤ Construct a museum to display Town artifacts, including a 1938 Ford Fire Engine (currently privately owned), donated by Henry Ford to Sudbury ➤ Repair the Carding Mill house and restore the Water Wheel to generate power for the building (perhaps house a Sudbury Museum at the location) ➤ Annual fireworks display (Fourth of July) ➤ Signage (Town Offices) over entry doors ➤ More canoe/kayak launches with parking areas ➤ Signage, maps, rules, etc. for historic “side of the road” turn-in areas ➤ Landscaping materials and services for Town Offices, public ways and cemeteries
Memorial Gifts:	<ul style="list-style-type: none"> ➤ An added room for the Senior Center ➤ More exercise stations for Haskell Field site ➤ Park benches/signage and gazebo for Haskell Field site ➤ Blackout curtains for the Senior Ctr. for movie viewing or presentations ➤ Flagpole, light and landscaping at the DPW Building ➤ Flagpole at the Flynn Building ➤ History trail designed by Maria von Brincken ➤ Install a dock at Stearns Mill Dam ➤ Reconstruct bandstand near Noyes School ➤ Flowering tree groupings along Boston Post Road in the business area ➤ Stonewall encasing the “Alan Flynn Building” sign in front of the Flynn Bldg., giving the area some definition ➤ Continuation of the front stone wall along the driveway side of the Flynn Bldg. to contain a perennial garden entryway ➤ Stone benches and a water fountain in the area of the old bandstand ➤ Windows, Lighting to reduce energy costs in Town buildings (two satellite fire stations, Fairbank building, Town Hall and Police Station)
Unrestricted Gifts:	<ul style="list-style-type: none"> ➤ Retrofitting Fire Stations 2 & 3 to accommodate separate male and female sleeping and bathroom facilities

Town of Sudbury Donation Policy

[home](#)

Rev. 6/2014

I. Definition and Governance -

Donations subject to this policy include all monetary gifts, donations, grants, or bequests, and all donations of equipment, materials, or other donations in kind. Gifts and donations may be accepted by the Town from a charitable foundation, a private corporation, or an individual, or from the Commonwealth, a county or municipality or an agency thereof, pursuant to the provisions of M.G.L. Chapter 44, Sections 53A. These amounts may be expended without appropriation, however, must be spent in accordance with the provisions of the gift or donation. Considered a special purpose fund, the monies in a gift account may be held-over from year to year.

II. Acceptance of Donations –

Monetary -

The Board of Selectmen recognizes and appreciates the benefits to the Town of donations of time, talent, and money in support of the Sudbury community. While the Board of Selectmen is grateful for donations for a variety of projects that can improve the quality of life in Sudbury, they reserve the right to decline donations for specific projects that might require extraordinary in-kind or monetary contributions from the Town or its staff to assist in planning, implementing or maintaining the project, or where the project would compromise the success of other efforts of the Town.

All donations accepted by the Board of Selectmen will be expended at the discretion of the Board of Selectmen or appropriate designee (e.g. responsible department, division, trustees, committee or individual associated with direct benefit of or expenditure authority for the gift).

Donations that are accepted by the Board of Selectmen will ordinarily be accepted without condition or restriction, unless requested and the Board approves a proposed condition or restriction as being in the interest of the Town.

Monetary donations will be placed in a separate account as needed and in compliance with applicable laws.

Tangible personal property –

The Board of Selectmen may, in its sole discretion and authority, accept gifts of tangible personal property on behalf of the Town from the federal government, a charitable foundation, private corporation, individual, or from the Commonwealth or any political subdivision thereof, and may, in its sole discretion and authority, use said gifts, without specific appropriation

thereof, for the purpose of such a gift or, if no restrictions are attached to the gift, for such other purposes as it deems advisable.

Donations of time and personal services –

Donations of time and personal services by Sudbury residents shall not be subject to this policy. This exemption shall apply to individual volunteerism only, and shall not extend to donations of services by employees and agents of businesses or commercial entities, which shall be treated the same as donations of money or other contributions of economic value under this policy.

III. Rejection of Donations –

The Board of Selectmen reserves the right to reject any donation when it finds that the donation would not serve the best interests of the Town. The Board will consider the overall interests of the Town in reviewing each donation, but generally will not accept donations in the following circumstances:

1. The donation is incompatible with existing or planned services, programs, or goals of the Town.
2. The donation would result in an unreasonable inequity among Sudbury residents or groups of residents within the Town.
3. The donation may tend to result in a recurring cost to the Town such as the salary or benefits for a staff position, or ongoing maintenance or support of equipment or materials, or would create a cost to the Town to terminate or eliminate the staff, equipment or materials (e.g. unemployment.)
4. The donation may require special supplies, maintenance, or installation, or entail other significant costs not covered by the donation.
5. The donation would involve unreasonable advertising or promotion of a commercial interest.
6. The donation would support a program that has been discontinued or any program, equipment or materials, or a capital item that was proposed but not funded in the budget approved for the Town by the voters of the Town of Sudbury at a Town Meeting or Town Election.

IV. Exceptions to Requirement of Board of Selectmen–

None. While the Board of Selectmen does not need to authorize, accept or promote the actions of individuals or organizations to engage in fundraising, the proceeds of which may be given to the Town as a gift or donation, either in lump-sum, regular intervals or periodically into the future, all donations regardless of dollar amount or purpose must be accepted by the Board of

Selectmen before being considered a revenue of the Town, expended or encumbered for any purpose.

V. Fundraising

Any group or organization that seeks to raise funds to support the Town, especially to support a particular program or initiative, should communicate with the Town to ensure its efforts are compatible with the Town's goals. Generally, communication and coordination with the Town is encouraged for any fundraising efforts. Donations from fundraising efforts are subject to the donation approval policy. The Board of Selectmen may choose not to accept donations from fundraising efforts in the absence of approval prior to the fundraising effort. Furthermore, individuals, commercial or private entities, or any other type of organization is prohibited from engaging in any fundraising efforts on behalf or in the name of the Town of Sudbury, without express prior permission.

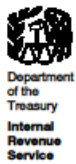
Individuals, commercial or private entities, or any other type of organization that engage in fundraising are solely responsible for operating under all State and Federal mandates, including those governing charitable funds, fundraising, and non-profit activities. More details regarding charitable funds and fundraising may be obtained at the [Mass. Attorney General's Office](#) and the [Internal Revenue Service](#).

Often times, separate fundraising efforts will warrant that the Town becomes involved as the permanent custodian or funding mechanism for a particular purpose. However, until the Town is legally designated through proper trust documentation or money is donated to an existing Town trust, or accepted by the Board of Selectmen for an established municipal purpose (or on behalf of and in accordance with established municipal committees or commissions (e.g. the LEPC, COA or the Cultural Council), such donations may not be considered revenue to the Town, subject to use or appropriation by the Town.

Any individual or organization that raises funds for any purposes may be prosecuted for misrepresenting or misusing the Town of Sudbury's Tax ID, State and Federal tax-exemption status or other determinations under IRS section 501(c)(3).

VI. An important notice regarding charitable gifts or donations made to local government entities

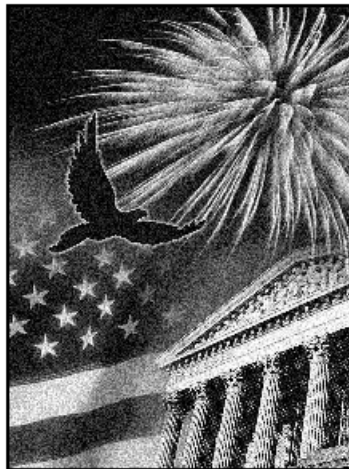
Charitable donations made directly to a local government *may* be tax deductible by donors but are not expressly granted or guaranteed under IRS section 501(c)(3) or any other tax regulations. For further details see [IRS Publication #526](#), contact the IRS or consult with a tax professional regarding particular charitable contributions as well as the eligibility requirements for specific individuals (or entities) when claiming deductions for federal income, estate and gift tax purposes.



Publication 526
Cat. No. 15050A

Charitable Contributions

For use in preparing
2013 Returns



Get forms and other Information
faster and easier by
Internet at IRS.gov

Nov 12, 2013

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Future Developments

For the latest information about developments related to Publication 526 (such as legislation enacted after we release it), go to www.irs.gov/pub526.

What's New

Limit on itemized deductions. For 2013, you may have to reduce the total amount of certain itemized deductions, including charitable contributions, if your adjusted gross income is more than:

- \$150,000 if married filing separately,
- \$250,000 if single,
- \$275,000 if head of household, or
- \$300,000 if married filing jointly or qualifying widow(er).

For more information and a worksheet, see the instructions for Schedule A (Form 1040).

Reminders

Disaster relief. You can deduct contributions for flood relief, hurricane relief, or other disaster relief to a qualified organization (defined under [Organizations That Qualify To Receive Deductible Contributions](#)). However, you cannot deduct contributions earmarked for relief of a particular individual or family.

Publication 3833, Disaster Relief: Providing Assistance through Charitable Organizations, has more information about disaster relief, including how to establish a new charitable organization. You can also find more information

HERITAGE TREE & BENCH PROGRAM BROCHURE

Sponsored by Sudbury Trust, the Memorial Tree and Bench Program provides a unique way to commemorate a special event, or honor a loved one, friend or colleague. Trees and benches purchased through the program may be placed in Town parks, trails, playgrounds, recreation fields or other suitable outdoor municipal settings. Exact placement is at the discretion of the DPW Director, Parks and Recreation Director, Town Manager and Board of Selectmen.

These donations **may** be tax deductible. (For more information on charitable contributions, see [IRS Publication #526](#).)



TREE PROGRAM

Cost of the program is \$500 per tree. This includes the tree, plaque and continued maintenance of the tree (fertilizing, pruning, mulching, etc.). After the tree is planted, the contact person will receive a certificate and map of the planting location for each tree. For more information, call the Department of Public Works 978-443-2209 ext. 1221.



TREE ORDER FORM

Contact Name: _____

E-mail address: _____

Phone number: _____

Mailing address: _____

Plaque to read: (Max 2 lines, 20 letters/spaces per line)

(Various species available. Contact DPW for more details at DPW@sudbury.ma.us)

Make checks payable to: Town of Sudbury.

Mail check & order form to:

Town of Sudbury, Selectmen's Office,
 278 Old Sudbury Road, Sudbury, MA
 01776

BENCH PROGRAM

Cost of the program is \$1400 per bench. This fee includes cost of a granite bench with a brass plaque or engraving, installation and perpetual care of the bench. Plaques may be inscribed with up to two lines of text. After the bench is installed, the contact person will receive a certificate and map of the location for each bench.

For more information, call the Department of Public Works at 978-443-2209 ext. 1221.



BENCH ORDER FORM

Contact Name: _____

E-mail address: _____

Phone number: _____

Mailing address: _____

Plaque to read: (Max 2 lines, 20 letters/spaces per line)

Make checks payable to: Town of Sudbury.

Mail check & order form to:

Town of Sudbury, Selectmen's Office,
 278 Old Sudbury Road, Sudbury, MA
 01776

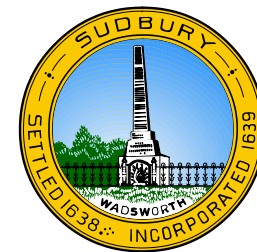
MEMORIAL

TREE & BENCH

PROGRAM



Town of Sudbury
 Sudbury Trust
www.sudbury.ma.us



**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**11: CPC discussion****REQUESTOR SECTION**

Date of request:

Requestor: Chair Roberts

Formal Title: CPC discussion regarding presentation of CPC articles to Select Board. Select Board Chair/CPC member Roberts to present. (~10 min.)

Recommendations/Suggested Motion/Vote:

Background Information:

attached email from CPC chair Sherril Cline. This item moved from 8/31 mtg.

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

Jennifer Roberts Pending

Select Board Pending

09/14/2021 6:00 PM

From: Cline, Sherrill <cline@marllaw.com>
Sent: Wednesday, July 28, 2021 11:40 AM
To: jeanonam@gmail.com; Roberts, Jennifer
Cc: Duchesneau, Adam
Subject: Recap of meeting re: CPC presentations

Hello Jean and Jen, thank you for a great and productive discussion. I wanted to summarize what we discussed.

The goal is to satisfy the obligations of the Fin Com, the Select Board, the CIAC and the CPC in the most efficient way without asking the volunteers and staff to participate in multiple, repetitive presentations of CPC projects.

To accomplish this, the liaisons should make presentations to their committees on a regular basis to keep the Fin Com and the SB up to date on the proposed projects. The liaisons could then bring back to the CPC any questions or concerns from the Fin Com and SB before the CPC approves the projects.

The SB is proposing that the SB, FinCom and CIAC consider all capital projects on "Capital Night". This would be an excellent opportunity to include any CPC capital projects.

The Fin Com has created its schedule and plans that on 1/24, Jean will present the projects to FinCom and collect any questions from the members. If possible, questions will be posed and answered by email by early Feb. If necessary, a proponent will be invited to speak to the FC.

Jen will talk with the SB about following a similar procedure. I suggested that the default position be that CPC issues be answered by email if possible – i.e. don't schedule a "CPC night" as a matter of course but only out of necessity. Jean suggested the use of a "gate" – i.e. that proponents aren't invited to a meeting until the committee/board members have reviewed the information available and formulated questions that need to be addressed.

I suggest that factors to consider when determining the need for a presentation include the amount of money requested, the novelty of the proposal, and whether it is a capital project and thus will be heard on "Capital Night" – or, if that doesn't happen, perhaps ask the members to listen in on one of the other committee hearings.

Please let me know if I have missed anything.

Again, Thanks, Sherri

Attachment 11.a: CPC email Cline (4789 : CPC discussion)



SUDBURY SELECT BOARD

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**12: Budget Strategies Task Force discussion**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and possible vote whether or not to dissolve the Budget Strategies Task Force (~15 min.)

Recommendations/Suggested Motion/Vote:

Background Information:
moved from 8/31

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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

Budget Strategies Task Force

(Revised 6/8/17)

Mission Statement:

The Board of Selectmen is creating this committee to enhance the Town of Sudbury's budgeting process by means of collaboration and communication among the three major cost centers – Sudbury Public Schools, Lincoln Sudbury Regional High School and the Town of Sudbury – through the sharing of information about budget pressures and anticipated unusual expenses or cost savings, through the exploring of possibilities for cost sharing among and across cost centers, through eliciting proposals for improving the budget hearing and pre-budget hearing process, and through discussion of other procedures that might result in an improved budgeting process for the Town of Sudbury.

The Task Force will post, conduct, and record its meetings in compliance with the Massachusetts Open Meeting Law.

Membership:

Members of ***Budget Strategies Task Force*** shall be appointed by the Board of Selectmen according to the following list. All appointments shall expire on June 30, 2018, but may be extended by the Board of Selectmen.

- Two members of the Board of Selectmen
- Two members of the Finance Committee
- Two members of the Sudbury Public Schools Committee
- Two members of the Lincoln-Sudbury Regional School Committee
- Town of Sudbury Town Manager
- Sudbury Public Schools Superintendent
- Lincoln-Sudbury Regional High School Superintendent

The Committee shall elect a Chair, Vice-chair, and a Clerk from among its members. The Chair will run meetings, be the designated communications link with the Town Manager and School Superintendents or other Town staff, and schedule committee meetings.

Compliance with State and Local Laws and Town Policies

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

The Code of Conduct for Selectmen Appointed Committee

The Town's Email Communication for Committee Members Policy

Anyone appointed to serve on a Town committee by the Board of Selectmen agrees that he/she will use email communication in strict compliance with the Town of Sudbury's email policy, and further understands that any use of email communication outside of this policy can be considered grounds for removal from the committee by the Selectmen.


Use of the Town's Web site

The Committee will keep minutes of all meetings and post them on the Town's web site. The Committee will post notice of meetings on the Town's website as well as at the Town Clerk's Office.

Members

Members					
Name	Position	Address	Term	End Date	Appointed By
Susan L. Berry	Chairman	4 Dawson Dr	1	06/30/2020	Select Board
Maryanne Bilodeau	Member	278 Old Sudbury Road	1	06/30/2020	Select Board
Daniel E. Carty	Member	15 Stonebrook Rd	1		Select Board
Brad Crozier	Member	40 Fairbank Road	1	06/30/2020	Select Board
Ellen W. Joachim	Member	6 Craig Ln	1	06/30/2020	Select Board
Lisa V. Kouchakdjian	Member	30 Meadowbrook Cir	1	06/30/2020	Select Board
Kevin J. Matthews	Member	137 Haynes Rd	1	06/30/2020	Select Board
Jean Nam	Member	81 New Bridge Rd	1	06/30/2020	Select Board
Silvia M. Nerssessionian	Member	555 Dutton Rd	1	06/30/2020	Select Board
William J. Schineller	Member	37 Jarman Rd	1		Select Board
Bella Wong	Member	390 Lincoln Road	1	06/30/2020	Select Board
Daniel E. Carty	Member	15 Stonebrook Rd	1	06/30/2020	Select Board

Budget Strategies Task Force

 — [Subscribe to Content Updates](#)
Interested in serving on this committee?
[Appointment Application](#)

The Board of Selectmen created this committee on June 17, 2015 to enhance the Town of Sudbury’s budgeting process by means of collaboration and communication among the three major cost centers – Sudbury Public Schools, Lincoln Sudbury Regional High School and the Town of Sudbury – through the sharing of information about budget pressures and anticipated unusual expenses or cost savings, through the exploring of possibilities for cost sharing among and across cost centers, through eliciting proposals for improving the budget hearing and pre-budget hearing process, and through discussion of other procedures that might result in an improved budgeting process for the Town of Sudbury.

[Click here](#) to download the complete committee mission statement.

Related Departments

Counterpart Committees

- [Select Board](#)
- [Finance Committee](#)

Recent News

[Remote Participation for Meetings Under Emergency Order](#) April 7, 2020

Contact

Email: bstf@sudbury.ma.us



**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**13: Minutes review****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Review open session minutes of 7/27/21 and 8/10/21, and possibly vote to approve minutes.

Recommendations/Suggested Motion/Vote: Review open session minutes of 7/27/21 and 8/10/21, 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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

SUDBURY SELECT BOARD

TUESDAY, JULY 27, 2021

(Meeting can be viewed at www.sudburytv.org)

Present: Chair Jennifer Roberts, Vice-Chair Charles Russo, Select Board Member Daniel Carty, Select Board Member William Schineller, Select Board Member Janie Dretler, Town Manager Henry Hayes, Jr.

The statutory requirements as to notice having been complied with, the meeting was convened at 7: 06 p.m., via Zoom telecommunication mode.

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

Call to Order/Roll Call

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

Opening remarks by Chair

- Select Board Agenda format changes to include estimated duration time for each agenda item
- Real Estate and personal property taxes due on August 2
- DPW to host virtual Wastewater Management Seminar on August 5, 2021 at 7:00 p.m.
- 2021 Town Highway Resurfacing schedule is posted on the website

Reports from Town Manager

- Dunton Road Bridge Replacement Project and Morse Road construction is the focus of Episode 21 of the Sudbury Municipal Minute
- Sudbury Police event - Public Safety Day to be held August 3 at 5 p.m. at the Fairbank Community Center
- Morse Road will be closed for construction (milling of the roadway) on July 29th and 30th between the hours of 7:00 a.m. to 4:00 p.m., and again in two weeks for paving

Reports from Select Board

Board Member Dretler:

Board Member Dretler had no comments

Board Member Carty:

- He and Vice-Chair Russo will be hosting virtual Select Board Office Hours tomorrow at noon

Board Member Schineller:

- The Diversity Equity Inclusion Commission is currently planning outreach methods, and will be providing update soon
- Town did not receive grant for the advancement of the CSX project

- Protect Sudbury, Inc. recently sent a letter to the Energy Facilities Siting Board regarding the Eversource project and status of the corridor in respect to the Surface Transportation Board decision

Vice-Chair Russo:

- Applauded staff at the Goodnow Library Children's Room for emailing surveys to parents regarding preferred fall programing in consideration of COVID, and determining what families are seeking regarding fall programming

Citizen's Comments

There were no citizen's comments.

Consent Calendar

Vote to accept the resignation of Town Historian, Christopher Morely, and send a letter of thanks for his service to the Town

Chair Roberts read in the words of the motion. Vice-Chair Russo moved in the words of the Chair. Board Member Carty seconded the motion.

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

VOTED: To accept the resignation of Town Historian, Christopher Morely, and send a letter of thanks for his service to the Town

Vote to accept the grant of easements, both temporary and permanent, set forth in the Easement document executed by property owners Friedel S. Vongoeler and Darlene M. Murphy for property located at 270 Marlboro Road and shown on "Easement Plan Marlboro Road, Sudbury, Massachusetts" dated April 20, 2021, revised June 10, 2021, prepared by Chappel Engineering Associates, LLC

Chair Roberts read in the words of the motion. Vice-Chair Russo moved in the words of the Chair. Board Member Carty seconded the motion.

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

VOTED: To accept the grant of easements, both temporary and permanent, set forth in the Easement document executed by property owners Friedel S. Vongoeler and Darlene M. Murphy for property located at 270 Marlboro Road and shown on "Easement Plan Marlboro Road, Sudbury, Massachusetts" dated April 20, 2021, revised June 10, 2021, prepared by Chappel Engineering Associates, LLC

Vote to approve the Town Manager appointment of Kathryn J. McGrath, 39 Pilgrim's Path, as an Associate member to the Historical Commission for a term to expire 5/31/24

Chair Roberts read in the words of the motion. Vice-Chair Russo moved in the words of the Chair. Board Member Carty seconded the motion.

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

VOTED: To approve the Town Manager appointment of Kathryn J. McGrath, 39 Pilgrim's Path, as an Associate member to the Historical Commission for a term to expire 5/31/24

Vote to accept donation of \$1400 for the installation of a bench, as requested by Girl Scout Troop 62505

Board Member Dretler mentioned Town Manager Hayes recognition that the proposed bench was not ADA compliant.

Board Members agreed that an ADA-compliant bench would be preferable.

Board Member Carty indicated that acceptance of the \$1,400.00 bench donation would be the best action to take. Town Manager Hayes suggested that the Board accept the donation from Girl Scout Troop 62505, and consider measures to be taken to ensure ADA compliance.

Vote to continue the public hearing from 7/13/21 for discussion, subsequently Vote to close the public comment portion of the hearing, and then Vote whether or not there is a need for a 2021 Fall Town Meeting in accordance with Town Bylaw Article 1 Section 3

Town Manager Hayes confirmed that no additional public comment/s were received.

Select Board Member Carty motioned to hold a 2021 Fall Town Meeting in accordance with Town Bylaw Article 1 Section 3. Board Member Schineller seconded the motion.

It was on motion 0-5; Russo-no, Schineller-no, Dretler-no, Carty-no, Roberts-no

VOTED: Not to hold a 2021 Fall Town Meeting in accordance with Town Bylaw Article 1 Section 3

Vote to close Public Hearing from 7/13/21 to discuss a possible fall Town Meeting, and resume Select Board meeting

Chair Roberts read in the words of the motion. Vice-Chair Russo moved in the words of the Chair. Board Member Schineller seconded the motion.

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

VOTED: To close the Public Hearing from 7/13/21, and resume the Select Board meeting

Update from Sewataro subcommittee - planning for Fall and progress toward Select Board goals (~30 min.)

Sewataro subcommittee members Russo and Schineller presented the amended Town of Sudbury Sewataro Use Policy, updated July, 2021; and confirmed that the subcommittee report codified what has been going on behind the scenes at Sewataro, noting that last year the process was not streamlined due to COVID-19, and now it is.

Board Member Schineller stated that the Town had particular interest in resident swimming at the site, and confirmed that he asked Camp Operator Scott Brody to help establish such a plan for the 2022 season.

Highlights of goals outlined within the Sewataro Actions Table/Chart document included:

- Increase Public Use
- Increase Documentation of Activities and Uses
- Safeguard Property – Board Member Dretler asked about the closing of the back gate at 5:00 p.m., and indicated that such actions should be discussion by the Board. Vice-Chair Russo said he would look into that aspect. Sewataro coordinator, Kristen Drummey, noted that the back gate was not open on four holidays, and the gates were open from dawn to dusk as agreed.
- Add Policy Addendum regarding User Fees
- Consider Tax Exempt Debt Option (lease vs. management agreement)

Under the long-term goals, the Subcommittee members mentioned formulation of an evaluation team and comparing data from other communities. Board Member Dretler requested clarification regarding liability in relation to resident swimming, requested related input from the Town Manager and Town Counsel. Chair Robert recommended that related discussion continue to the next Board meeting.

Select Board Member Dretler indicated that fees should be charged for each Sewataro use, utilizing a type of tiered system.

Resident Lisa Kouchakdjian, 30 Meadowbrook Circle, recommended that fee structure remain the responsibility of the business office, and that specific names should not be included in policy documents.

Ms. Drummey noted that residents and resident groups are interested in booking activities in the fall, including the Food Pantry.

Discussion and possible vote on Transportation Committee appointments and corresponding mission statement (~15 min)

Select Board Member Carty explained there was some outdated documentation within the Transportation Committee policy.

It was noted that the Alice Sapienza membership would be amended to reflect Town Manager on the Town website.

Select Board Member Dretler motion to approve the Transportation Committee appointments and corresponding mission statement, as edited at tonight's meeting. Board Member Schineller seconded the motion.

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

VOTED: To approve the Transportation Committee appointments and corresponding mission statement, as edited at tonight's meeting.

Recess

Board Member Dretler motioned that the Board take a five-minute recess break, and resume the meeting at 9:20 p.m. Board Member Schineller seconded the motion.

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

VOTED: That the Board take a five-minute recess break, and resume the meeting at 9:20 p.m.

Discussion on Financial Policies (~30 min)

Chair Roberts stated that the goal tonight was to complete the Financial Policies topic at this meeting.

The Financial Policy Subcommittee Members Roberts and Schineller provided summary of the Financial Reserves Policy, Free Cash (close to the target this year), General Stabilization Fund (close to target this year). Board Members agreed that the Capital Stabilization Fund had the greatest gap, when compared to the other Town funds.

Discussion took place regarding sharing the amended Financial Policy with other Town Departments/Boards/Committees.

Board Member Dretler requested that a quarterly Town Finance update be provided to the Select Board and the public.

Chair Roberts suggested that the FinCom and CIAC could provide Financial Policies feedback by September 30.

Newsletter discussion and potential vote on desired way forward for the Newsletter (~15 min)

Board Members inquired about the proposed integration of Select Board articles and the Town Manager articles.

Town Manager Hayes stated that he recommended the idea of a joint Newsletter (Town Manager and Select Board contributions) at a February 2021 Select Board meeting. He indicated that such a joint newsletter venture would help promote time efficiency for staff.

Board Member Schineller expressed approval of the joint Newsletter.

Board Member Carty agreed that the joint Newsletter was a good idea, and he received favorable comments about the combined Newsletter.

Vice-Chair Russo indicated that it made good sense to have one quarterly Newsletter.

Chair Roberts suggested re-arrangement of the Newsletter to some degree.

Discuss topics to be assigned for Summer 2021 - Select Board newsletter (~10 min)

Board Members agreed on various topic assignments for the Summer 2021 Select Board Newsletter:

- | | |
|---|-------------------------|
| • September 11 Memorial Garden and Culverts | Vice-Chair Russo |
| • HOPEsudbury | Board Member Schineller |
| • Town Transportation Update | Board Member Carty |
| • Financial Policies | Chair Roberts |

- Historic District, Historic Commission, Historical Society Board Member Dretler

Discussion regarding pre-scheduling dates of Select Board office hours for the remainder of the year (~10 min)

Board Members discussed the idea of setting a schedule for Select Board office hours for the remainder of the year.

Chair Roberts suggested varying the noon-time meeting hour to encourage more participation.

Vice-Chair Russo stated that he would share a proposed schedule at the next Board meeting.

Citizen's Comments (cont.)

There were no citizen comments

Review open session minutes of 6/15/21, 6/23/21, 6/29/21 and possibly vote to approve minutes (~15 min)

6/15/21 Minutes

Chair Roberts read in the words of the motion. Board Member Carty moved in the words of the Chair. Board Member Dretler seconded the motion.

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

VOTED: To approve the open session minutes of 6/15/21, as edited

6/23/21 Minutes

Chair Roberts read in the words of the motion. Board Member Schineller moved in the words of the Chair. Board Member Dretler seconded the motion.

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

VOTED: To approve the open session minutes of 6/23/21, as edited

6/29/21 Minutes

Chair Roberts read in the words of the motion. Board Member Schineller moved in the words of the Chair. Board Member Carty seconded the motion.

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

VOTED: To approve the open session minutes of 6/29/21, as edited

Upcoming Agenda Items

August 10:

- KPI Update
- Town Manager Goals
- Interviews for Town Commissions/Boards

- Housing Trust – Nobscot property Update

August 31:

- DEI Commission Update
- DEI Commission Applications/Interviews
- BFRT Update
- American Rescue Plan Act (ARPA) Funding Update

Consent Calendar (cont.)

Vote to appoint Election Officers for a one-year term, commencing August 15, 2021 and ending August 14, 2022, as recommended by the Democratic and Republican Town Committee Chairs and the Town Clerk

Board Member Carty abstained himself from voting on this item.

Board Member Dretler motioned to appoint Election Officers for a one-year term, commencing August 15, 2021 and ending August 14, 2022, as recommended by the Democratic and Republican Town Committee Chairs and the Town Clerk. Board Member Schineller seconded the motion.

It was on motion 4-0-1; Russo-aye, Schineller-aye, Dretler-aye, Roberts-aye

VOTED: To appoint Election Officers for a one-year term, commencing August 15, 2021 and ending August 14, 2022, as recommended by the Democratic and Republican Town Committee Chairs and the Town Clerk

Vote whether to approve the annual Select Board's re-appointments of those listed (all of which are subject to acceptance), to acknowledge the resignations of those who choose not to be reappointed, and to send a letter of appreciation to the resigning volunteers for their service to the community

Board Member Carty requested additional detail. Town Manager Hayes confirmed that new applicants did not come forward for the mentioned appointments, and the 30-day advertising period had expired.

Chair Roberts read in the words of the motion. Board Member Carty moved in the words of the Chair. Vice-Chair Russo seconded the motion.

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

VOTED: To approve the annual Select Board's re-appointments of those listed (all of which are subject to acceptance), to acknowledge the resignations of those who choose not to be reappointed, and to send a letter of appreciation to the resigning volunteers for their service to the community

Vote to approve the execution of the First Amendment of the Professional Services Agreement for the Transportation Pilot Program Manager Services in the amount of \$44,915 pursuant to an Agreement under a Community Compact Best Practices state grant program initiated by the Town Manager on May 5, 2021 to Nelson/Nygaard Consulting Associates, Inc.

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Vice-Chair Russo asked about the related funding source. Town Manager Hayes responded that the Agreement was grant funded. Board Member Carty stressed that the grant reflected the services for a transportation project manager.

Chair Roberts read in the words of the motion. Board Member Carty moved in the words of the Chair. Vice-Chair Russo seconded the motion.

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

VOTED: To approve the execution of the First Amendment of the Professional Services Agreement for the Transportation Pilot Program Manager Services in the amount of \$44,915 pursuant to an Agreement under a Community Compact Best Practices state grant program initiated by the Town Manager on May 5, 2021 to Nelson/Nygaard Consulting Associates, Inc.

Adjourn

Chair Roberts read in the words of the motion. Board Member Carty moved in the words of the Chair. Board Member Schineller seconded the motion.

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

VOTED: To adjourn the meeting

There being no further business, the meeting was adjourned at 11:15 p.m.

SUDBURY SELECT BOARD

TUESDAY, AUGUST 10, 2021

(Meeting can be viewed at www.sudburytv.org)

Present: Chair Jennifer Roberts, Vice-Chair Charles Russo, Select Board Member Daniel Carty, Select Board Member William Schineller, Select Board Member Janie Dretler, Town Manager Henry Hayes, Jr.

The statutory requirements as to notice having been complied with, the meeting was convened at 7:06 p.m., via Zoom telecommunication mode.

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

Call to Order/Roll Call

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

Opening remarks by Chair

- Attended last night's FinCom meeting; Select Board Policies were discussed, and FinCom is seeking new members
- Attended BOH meeting today; discussion included increase in COVID cases state and country wide, SPS COVID precautions including wearing masks, increased need for contact tracing. Other topics included increase in mosquito population in Town – no reports of EEE in MA
- Attended recent COA meeting, Institute for Human Centered Design - Valeria Fletcher, spoke of brain-based disabilities/cognitive conditions/mental health conditions; and encouraged all residents to review the presentation on SudburyTV

Reports from Town Manager

- Suggested that all be mindful of the challenges associated with COVID-19, mostly impacted by the Delta variant found in ages 12 through 24 and those unvaccinated
- Purpose of the vaccine is to prevent associated deaths and hospitalizations
- Town Manager Office Hours August 14th at 11:00 a.m.

Reports from Select Board

Vice-Chair Russo:

- The Bonnie Brook property continues working through the permitting process with the Conservation Commission; noteworthy as a large, undeveloped property with high priority on the last open space and recreation area facing potential development
- Attended the recent Sudbury Police Association family event, recognized Officer Pope for being the first participant in the dunk tank – kids also enjoyed the inflatable obstacle course activity.
- The Cochituate Rail Trail over Route 30 is being enjoyed by many; road re-striping, addition of bike lanes along Route 30, demonstrating how the rail trail can vitalize an area
- Planning for the Town Forum has begun

Board Member Schineller:

- Visited the Sudbury Police Station with Police Chief Nix, and recognized the need for resolving the problem there

- Met with Kristen Drummey and Scott Brody at Camp Sewataro and discussed public swimming there for next year
- FinCom starting to review the Select Board Financial Policies documentation
- Members sought for the Ponds and Waterways Committee

Board Member Carty:

- Noted that the Board of Health confirmed that COVID cases are rising, but not in high-risk category in Sudbury, and 50% of those cases involve people who were vaccinated. Contact tracing is coming back.
- The SPS free lunch program will continue through the upcoming school year
- Much communication has been received regarding the proposed gate at the Police Station and suggested that residents enroll in the upcoming Police Academy session so people might appreciate the importance of the suggested security gate

Board Member Dretler:

- Attended the BOH meeting today, and recommended continued COVID updates. She emphasized that everyone wear masks and get vaccinated
- Attended MA Selectmen Association Webinar – session 4 regarding professional development with a 5th part to follow in September on Affordable Housing
- Framingham has been conducting meetings regarding the CSX acquisition to continue the BFRT beyond Sudbury through Framingham

As the Local Licensing Authority, vote on whether to approve the application of Sobre Mesa, LLC d/b/a Sobre Mesa, 29 Hudson Rd., Sudbury, for a Common Victualler and Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Jordan Mackey, Manager. The premises proposed to be licensed (i.e., 29 Hudson Road) is approximately 3500 sq. ft. with a fenced in patio that seats about 50 persons. Facility also has a 3000 sq ft basement for storage and utilities.

Present: Jordan Mackey, Owner/Manager

Chair Roberts moved in the words of the motion. Vice-Chair Russo moved in the words of the Chair. Board Member Dretler second the motion.

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

VOTED: To open the public hearing regarding approval of the application for Sobre Mesa.

Mr. Mackey stated the restaurant had closed due to COVID and was opening under a new brand, with a new license. He added that the old company relocated to Stow, MA.

Board Members asked about related restaurant matters, such as new format, menu style, staffing, and TIPS training.

Chair Roberts read in the words of the motion. Board Member Schineller moved in the words of the Chair. Board Member Dretler seconded the motion.

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

VOTED: To approve the application of Sobre Mesa, LLC d/b/a Sobre Mesa, 29 Hudson Rd., Sudbury, for a Common Victualler and Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Jordan Mackey, Manager. The premises proposed to be

licensed (i.e., 29 Hudson Road) is approximately 3500 sq. ft. with a fenced in patio that seats about 50 persons. Facility also has a 3000 sq ft basement for storage and utilities

Chair Roberts read in the words of the motion. Board Member Carty moved in the words of the Chair. Vice-Chair Russo seconded the motion.

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

VOTED: To close the public hearing regarding approval of the application for Sobre Mesa.

As the Local Licensing Authority, vote on whether to approve the application of Macky Brown Enterprises, LCC d/b/a Max and Leo's Artisan Pizza, 470 North Road, Sudbury, for a Pledge of License to its License to Sell Alcoholic Beverages on the premises, under G.L.Ch. 138, s.12, and Pledge of Inventory, Maximilian Candidus, Manager.

Chair Roberts asked if the pledge of license was to be used as collateral. Town Manager Hayes responded in the affirmatively.

Chair Roberts read in the words of the motion. Board Member Carty moved in words of Chair. Vice-Chair Russo seconded the motion.

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

VOTED: To approve the application of Macky Brown Enterprises, LCC d/b/a Max and Leo's Artisan Pizza, 470 North Road, Sudbury, for a Pledge of License to its License to Sell Alcoholic Beverages on the premises, under G.L.Ch. 138, s.12, and Pledge of Inventory, Maximilian Candidus, Manager

Citizen's Comments

There were no citizen's comments

Interview two candidates (Catherine Dempsey, and Kirsten Roopenian) for one at-large seat on the Community Preservation Committee (CPC). Following interview, vote to appoint _____ as a member of the CPC for a 3-year term expiring 5/31/24.

Present: Kirsten Roopenian

Chair Roberts announced that Catherine Dempsey had withdrawn her application, and Ms. Roopenian had been endorsed by CPC members.

Ms. Roopenian stated she had been a member of the CPC years ago during a period of large land purchases made by the Town.

Board Member Schineller asked Ms. Roopenian about a five-year capital plan and the identification of CPC-eligible projects. Ms. Roopenian provided detail and interest in these areas. Board Member Schineller asked if Ms. Roopenian would remain a part-time staff employee, if appointed to CPC. Ms. Roopenian responded affirmatively and stated that she would check with Town Counsel if any aspect was in question. She added that another town employee serves on a Town committee.

Vice-Chair Russo acknowledged that Ms. Roopenian possesses extensive experience and knows the CPC process. Vice-Chair Russo asked about inclusion of CPC site walks and status reports. Ms. Roopenian indicated that project site walks and status reports would help with the CPC process.

Board Member Carty stated that Ms. Roopenian would identify any potential areas of interest conflict. Ms. Roopenian was in agreement.

Board Members acknowledged that Ms. Roopenian would be a valued member of the CPC.

Resident Pat Brown, 24 Whispering Pine Road spoke of a Preservation Plan for each community, and after an additional plan is created, CPC must hold a yearly public hearing in order to update the CPC plan. Ms. Brown indicated that her hope was to see such yearly public hearing going forward, and asked Ms. Roopenian for assurance that such yearly public hearing would happen. Ms. Roopenian acknowledged that CPC was considering a CPC Preservation Plan, and mentioned a housing production plan, as well as a Park and Recreation plan. Ms. Roopenian indicated that she would research this aspect further.

Board Member Dretler motioned to appoint Kirsten Roopenian to one at-large seat on the Community Preservation Committee (CPC) for a 3-year term expiring 5/31/24. Vice-Chair Russo seconded the motion.

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

VOTED: To appoint Kirsten Roopenian to one at-large seat on the Community Preservation Committee (CPC) for a 3-year term expiring 5/31/24.

Vice-Chair Russo stated that Catherine Dempsey would make great candidate, and hoped to see her on another Town board/committee. Chair Roberts agreed.

Interview candidate for Sudbury Town Historian. Following interview, vote whether to appoint Jan Hardenbergh, 7 Tippling Road, for a 1-year appointment as Town Historian expiring 5/31/22.

Present: Jan Hardenbergh

Mr. Hardenbergh explained his background and active interest in history, noting that he had produced a Sudbury map and historic stories publication.

Board Member Carty recognized that Mr. Hardenbergh had been a member of the Master Plan Steering Committee. He stressed that Sudbury could benefit from Mr. Hardenbergh's passion for local history, and suggested conducting interviews with older residents. Mr. Hardenbergh fully endorsed the idea, adding that he would coordinate such idea with the Sudbury Historical Society.

Board Member Dretler thanked Mr. Hardenbergh for his interest, adding she was looking forward to working with Mr. Hardenbergh in regard to related historical questions that might come before the Board.

Board Member Schineller thanked Mr. Hardenbergh and his offered availability when historical considerations arise. Mr. Hardenbergh stated that Town Manager Hayes expressed interest in capturing COVID-related stories in Town; Mr. Hardenbergh indicated he would have interest in capturing such stories.

Vice-Chair Russo Charlie recognized Mr. Hardenbergh's abilities, and noted he sees one of Mr. Hardenbergh's maps on his wall at home.

Chair Roberts mentioned Mr. Hardenbergh's interest in Sudbury history and agreed that a COVID study would be a great asset for the Town.

Chair Roberts read in the words of the motion. Board Member Dretler moved in the words of the Chair. Board Member Schineller seconded the motion.

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

Nobscot Road Property update. Planning and Community Development Director Adam Duchesneau to present.

Present: Amy Lepak, Sudbury Housing Authority Chair, Tania Vitvsky, Sudbury Housing Authority, Planning and Community Development Director Adam Duchesneau

Mr. Duchesneau provided an update noting that the Sudbury Housing Trust (SHT) and the Sudbury Housing Authority (SHA) are considering the purchase and working on a Site Evaluation Plan and a Right of Entry Agreement document to be circulated. He noted that Town Counsel was reviewing the documents.

Board Member Schineller inquired about associated funding for possible purchase by SHT and SHA. Mr. Duchesneau provided related detail.

Vice-Chair Russo asked about the four single-family homes currently on the site, and if the Board would have a role in the determination. Mr. Duchesneau responded there may be consideration by the Select Board, at some level.

Vice-Chair Russo commented that properties offered at discount rates might result in development obstacles, and applauded the due diligence measures being taken.

Board Member Carty asked about related timeframe. Mr. Duchesneau responded the hope was for the analysis to be completed by the end of September.

Board Member Dretler acknowledged her membership in the SHT, adding that the subject property was located on a challenging site, and multiple developers are being considered.

Vice-Chair Russo commented that ZBA special permitting would be required.

Chair Roberts asked about potential funding from SHT and SHA. Mr. Duchesneau stated that funding amounts could not be established until a final determination regarding a possible number of units was presented.

Ms. Vitvitsky mentioned that two site visits were made, with one being very extensive.

Discussion and possible vote to release Town Counsel Opinion related to Declaration of Trust document (Sudbury Housing Trust). Lee Smith of KP Law to attend.

Present: Town Counsel Lee Smith, KP Law

Chair Roberts noted this topic was initiated by a citizen regarding the Sudbury Housing Trust (SHT) and related amendments.

Chair Roberts read in the words of the motion. Board Member Dretler moved in the words of the Chair. Board Member Carty seconded the motion.

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

VOTED: To release Town Counsel Opinion related to Declaration of Trust document (Sudbury Housing Trust).

Mr. Smith confirmed he had found discrepancy within the Declaration of Trust document. Mr. Smith recommended that a modified bylaw be included on a future Town Meeting Warrant.

Board Member Carty stated that the presented process flaw discovery from the 2006 Town Meeting creating the Housing Trust, can be fixed with the passing of an amended bylaw, which would be consistent with what is filed at the Registry.

Board Member Dretler stated she was interested in learning more about the presented situation.

Vice-Chair Russo confirmed that this detail should be corrected as soon as possible after the SHT is made aware of the inconsistency.

Chair Roberts acknowledged the need to amend the bylaw.

Resident Pat Brown asked for additional information regarding the bylaw reference.

Board Member Schineller motioned that the Sudbury Housing Trust consult with the Select Board before any loan obligations are agreed to by the Sudbury Housing Trust. Board Member Carty seconded the motion.

Board members discussed the motion.

Board Member Schineller rescinded the motion, asking that Vice-Chair Russo provide a motion.

Vice-Chair Russo motioned to request that the Sudbury Housing Trust consult with the Sudbury Select Board in advance of exercising any of their powers under Article 3 of The Declaration of Trust. Board Member Carty seconded the motion.

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

VOTED: To request that the Sudbury Housing Trust consult with the Sudbury Select Board in advance of exercising any of their powers under Article 3 of The Declaration of Trust.

Board Member Dretler asked if the motion was enforceable. Board Member Carty responded that the motion and vote was a request of cooperation, and not necessarily enforceable.

Resident Robert May, 98 Maynard Farm Road stated that the SHT was originally intended to be known as The Sudbury Housing Trust Fund. He said the fund aspect should be closely considered by the Select Board and the Sudbury Housing Trust.

Chair Roberts thanked Mr. May for his attention to detail.

Resident Manish Sharma, 77 Colonial Road, commented that there was vagueness regarding the matter, and did not see associated financial information. Board Member Dretler directed Mr. Sharma to the Town website posting of related information, included financials.

As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for New City Microcreamery, 534 Boston Post Road, Building #2, Unit A, as requested in an application dated July 21, 2021, subject to conditions put forth by the Fire Department and Building Department.

Present: Jason Kleiner and Karim El-Gamal, New City Microcreamery

Mr. El-Gamal provided summary of other company food businesses, and association with Whole Food locations, including Sudbury.

Mr. Kleiner stated that New City Microcreamery was intending to open for business as soon as possible.

Chair Roberts read in the words of the motion. Board Member Dretler moved in the words of the Chair. Board Member Schineller seconded the motion.

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

VOTED: To approve a new Common Victualler License for New City Microcreamery, 534 Boston Post Road, Building #2, Unit A, as requested in an application dated July 21, 2021, subject to conditions put forth by the Fire Department and Building Department.

Vote to accept donation of \$1400 for the installation of a bench, as requested by Girl Scout Troop 62505. Also, discussion and possible vote regarding the Heritage/Memorial Tree/Bench program for future adjustments.

Chair Roberts stated that the Board recognized the importance of this donation by the Girl Scouts.

Town Manager Hayes mentioned the related ADA factor and confirmed he had met with the Sewataro team. He emphasized that the bench location should be closer to the roadway to ensure accessibility.

Board Member Schineller expressed his support and appreciation of the gifted bench donated by the Girl Scouts in memory of their friend.

Vice-Chair Russo echoed the sentiments of Board Member Schineller and said he was ready to vote on the donation for the bench at this meeting.

Board Member Dretler thanked Town Manager Hayes for recognizing the need for ADA compliance, and did not want the donation to be held up in any way.

Board Member Schineller stated that the operator of Camp Sewataro offered to install a second memorial bench. Chair Roberts recognized the need for the two benches, and thanked Mr. Brody for his offer.

Board Member Carty stated that the bench offered by Camp Sewataro should not be associated with the Girl Scout contribution. Board Members were in agreement.

Kristen Drummey, Camp Sewataro representative, indicated that an ADA-compliant bench/seating area would overlook the swimming pond, independent of the Girl Scout bench.

Chair Roberts read in the words of the motion. Board Member Dretler moved in the words of the Chair. Board Member Carty seconded the motion.

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

VOTED: To accept donation of \$1400 for the installation of a bench, as requested by Girl Scout Troop 62505. Also, discussion and possible vote regarding the Heritage/Memorial Tree/Bench program for future adjustments

Recess

Chair Roberts read in the words of the motion. Vice-Chair Russo moved in the words of the Chair. Board Member Dretler seconded the motion.

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

VOTED: To take a five-minutes recess and return at 9:55 p.m.

Discussion and possible vote on establishing Town Manager goals

Chair Roberts displayed the Town Manager's Goals document dated August 5, 2021; which included:

- Comprehensive Wastewater Plan with action plan.
- Staff Enhancement with action plan.
- Capital Plan with action plan.

- Regional and Technical High Schools, with action plan.
- Fairbank Community Center, with action plan.
- Rail Trail Development, with action plan.
- Town Center with action plan.
- Ongoing Work with Various Committees/Commissions, with action plan.
- Implementation of Major Plans, with action plan.
- Maximize COVID-19 Related funding, with action plan.
- Sustain a Safe, Secure, Serviced & Strong Sudbury!

Related aspects were discussed by Board Members and the Town Manager.

Chair Roberts read in the words of the motion. Board Member Carty moved in the words of the Chair. Vice-Chair Russo seconded the motion.

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

VOTED: To approve the Town Manager Goals set forth in the presented document, as discussed.

Sewataro Use Policy Document Discussion. Vice-Chair Russo and Member Schineller to present.

Vice-Chair Russo referenced the Use Policy for Camp Sewataro. Board Member Schineller stated that he met with Scott Brody and Kristen Drummey, and discussed a plan for resident swimming next year.

Board Member Schineller presented a fee schedule chart. Board Members engaged in comprehensive discussion regarding such fees.

Board Members Roberts and Dretler indicated the need for Town Counsel review of a proposed fee schedule. Vice-Chair Russo confirmed he had submitted several public swimming, related liability questions to Town Counsel. Chair Roberts hoped that an approved fee schedule be completed soon.

Town Forum discussion. Vice-chair Russo to provide update.

Vice-Chair Russo confirmed that he had discussions with Planning Board Director Adam Duchesneau; recommended that the Master Plan Town Forum be scheduled for October 21, 2021.

Vice-Chair Russo stated that the Forum discussions will be led by the Master Plan consultants at Horsley Witten. He recommended that a joint meeting with the Planning Board be scheduled to review various aspects of the Forum.

Citizen's Comments (cont.)

There were no citizen's comments

Review open session minutes of 7/13/21

In consideration of the late hour, Chair Roberts suggested tabling review of minutes to the next meeting.

Upcoming Agenda Items:

August 31

- BFRT
- Sewataro Fee Policy
- KPI Updates
- Budget Strategies Task force

- COVID Update with BOH
- CPC Meetings
- Sudbury Trust Program/Policy Document discussion
- DEI Interviews
- ARPA Funding
- Proclamation for HOPEsudbury Day on their 20th anniversary

Consent Calendar

Vote to approve a special permit to Harold Cutler for the Colonial Fair and Muster of Fifes and Drums to be held on the Wayside Inn grounds from 10:00 a.m. to 5:00 p.m. on Saturday, September 25, 2021, subject to conditions and permits required by the Fire and Police Departments and the Board of Health.

Chair Roberts read in the words of the motion. Board Member Carty moved in the words of the Chair. Board Member Dretler seconded the motion.

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

VOTED: to approve a special permit to Harold Cutler for the Colonial Fair and Muster of Fifes and Drums to be held on the Wayside Inn grounds from 10:00 a.m. to 5:00 p.m. on Saturday, September 25, 2021, subject to conditions and permits required by the Fire and Police Departments and the Board of Health.

Vote to accept two grants: (1) Public Health Excellence Shared Services Grant from the Department of Public Health - \$300,000 per year for three years; and (2) a Social Work Grant from the MetroWest Foundation in the amount of \$20,000.

Chair Roberts read in the words of the motion. Board Member Carty moved in the words of the Chair. Board Member Dretler seconded the motion.

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

VOTED: To accept two grants: (1) Public Health Excellence Shared Services Grant from the Department of Public Health - \$300,000 per year for three years; and (2) a Social Work Grant from the MetroWest Foundation in the amount of \$20,000.

Vote to approve award of contracts by the Town Manager relating to the Fire Station No. 2 office/housing/living project approved under Article 16 of the 2021 Annual Town Meeting and for the execution of any contract documents relative thereto inclusive of Owner's Project Manager.

Chair Roberts read in the words of the motion. Board Member Carty moved in the words of the Chair. Board Member Dretler seconded the motion.

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

VOTED: To approve award of contracts by the Town Manager relating to the Fire Station No. 2 office/housing/living project approved under Article 16 of the 2021 Annual Town Meeting and for the execution of any contract documents relative thereto inclusive of Owner's Project Manager.

Adjourn

Chair Roberts read in the words of the motion. Board Member Dretler moved in the words of the Chair. Board Member Russo seconded the motion.

SUDBURY SELECT BOARD
TUESDAY, AUGUST 10, 2021
PAGE 10

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

VOTED: To adjourn the meeting

There being no further business, the meeting was adjourned at 11:36 p.m.

DRAFT

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**14: 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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM



SUDBURY SELECT BOARD

Tuesday, September 14, 2021

MISCELLANEOUS (UNTIMED)**15: 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
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING	DESCRIPTION
Sept 28	ADA program policy
	Sudbury Housing Trust discussion
	Re-Precincting Process (via Town Clerk)
	Review 2022 Select Board draft meeting schedule
October 19	Sudbury Access Corp (SAC) Annual presentation to Select Board
	Transportation discussion
Date to be Determined	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
	Fairbank Community Center update (ongoing)
	FinCom joint meeting re: Financial policy review
	Health/COVID-19 update (as of 3/18/20)
	Housing Choice discussion
	Invite Commission on Disability Chair to discuss Minuteman High School
	Local receipts – fee schedule review (Vice-chair Russo)
	Quarterly update from Diversity, Equity and Inclusion Commission (DEI) (November, February, May, August)
	Quarterly update on Key Performance Indicators (KPIs) projects to track (August, November, February, May)
	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 - \$ for negotiations, insurance, contract
	Sidewalks discussion
	Town Manager Goals and Evaluation process
	Town meeting recap – year in review
	Town-wide traffic assessment and improve traffic flow
	Update from SB Policy Subcommittee
	Update on crosswalks (Chief Nix/Dan Nason)
	Update on traffic policy (Chief Nix)
	Work Session with Town Counsel: Select Board/Town Manager Code of Conduct and other procedural training
Standing Items for All Meetings	Select Board requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

CONSENT CALENDAR ITEM**16: Historic Preservation Plan contract****REQUESTOR SECTION**

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: Vote to approve the award of a contract by the Town Manager for a Town-Wide Historic Preservation Plan upon the recommendation of the Director of Planning and Community Development and pursuant to Article 31 of the May 22, 2021 Annual Town Meeting; and further, to execute any documents relative to said contract.

Recommendations/Suggested Motion/Vote: Vote to approve the award of a contract by the Town Manager for a Town-Wide Historic Preservation Plan upon the recommendation of the Director of Planning and Community Development and pursuant to Article 31 of the May 22, 2021 Annual Town Meeting; and further, to execute any documents relative to said contract.

Background Information:

A Town-Wide Historic Preservation Plan is the foundational planning document for a community's historic preservation goals and efforts. It offers a comprehensive review of existing preservation conditions, and a proactive collaborative approach to protecting the community's historical and archaeological resources. It is the road map for preservation policies and activities for Town boards as well as the community. It is a standalone document that focuses on making history, heritage, and historic character strong building blocks for revitalization, growth, and tourism.

A cultural resource consultant (Heritage Strategies, LLC) will be retained to create the plan. It is developed with input from residents; property owners; Town boards, committees, and commissions; and interested town preservation organizations. Although many (but not all) of the town's historic resources have been identified and inventoried, no "master plan" for the town's historical or archaeological resources has ever been formulated - unlike other historic communities in Massachusetts.

A Town-Wide Historic Preservation Plan would be a substantial public benefit as the plan would include a road map and guidance on achieving common preservation goals, and how these could be coordinated and accomplished among many different entities and individuals.

The consulting firm Heritage Strategies, LLC was chosen by the Selection Committee to complete this work and their services were also approved by the Massachusetts Historical Commission.

Financial impact expected: Article 31 of the May 22, 2021 Annual Town Meeting allocated \$32,000 of Community Preservation Act funds to complete this project. However, the Historical Commission has also secured a \$16,000 reimbursement grant from the Massachusetts Historical Commission for this project. Therefore, the total cost of the project for the Town will only be \$16,000 once everything is completed.

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

CONTRACT

BETWEEN

THE TOWN OF SUDBURY, MASSACHUSETTS

AND

HERITAGE STRATEGIES, LLC

This Contract, made and entered into this _____ day of _____, 2021, by and between the Town of Sudbury, a Massachusetts Municipal corporation (hereinafter called “the Town”), and Heritage Strategies, LLC (hereinafter called “the Consultant”) relates to a Communitywide Historic Preservation Plan Grant project pursuant to a contract by the Town with the Commonwealth of Massachusetts, Massachusetts Historical Commission.

The Town and the Consultant mutually agree as follows:

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

- 1) This Contract for procurement between the Town and the Consultant;
- 2) Scope of Work;
- 3) Consultant’s bid or proposal attached hereto;
- 4) Copies of all required certificates of insurance and licenses required under the Contract;

each of which is attached hereto. These documents form the entire Contract between the parties and there are no other agreements between the parties. Any amendment or modification to this Contract must be in writing and signed by an official with the authority to bind the Town.

- 2. SCOPE OF SERVICES.** The Consultant will perform and carry out the project Scope of Work, a copy of which is attached and incorporated herein as Attachment A.
- 3. TIME OF PERFORMANCE.** The services of the Consultant are to commence on the execution date of this Contract. Project work is to be carried out and submitted to the Massachusetts Historical Commission by June 10, 2022.

The Consultant hereby agrees that if it fails to carry on the work with reasonable speed or stops work without due cause, as determined in each case by the Town, the Town may terminate this Contract in accordance with the provisions hereof.

- 4. COMPENSATION.** The Consultant is an independent contractor and is not an agent or employee of the Town. The Consultant’s fee for the Project work is \$32,000.00. In no event shall the total amount paid by the Town to the Consultant exceed thirty-two thousand dollars (\$32,000.00). The Consultant’s fee shall be considered to include all costs incurred by the Consultant with respect to the services provided herein, including, but not limited to, fringe benefits, travel, photographic and copying costs, and general costs of doing business.

- 5. METHOD OF PAYMENT.** The Consultant shall invoice the Town of Sudbury according to the following schedule:

Phase I Completion	November 26, 2021	\$10,200
Phase II Completion	February 18, 2022	\$5,400
Phase III Completion	April 29, 2022	\$14,200
Phase IV Completion	June 10, 2022	\$2,200

Work products due at the end of each phase must be submitted to and approved by both the Town's Historical Commission and the Massachusetts Historical Commission before the Consultant's invoice is submitted. Upon receipt and approval of each invoice by the Chair of the Town's Historical Commission and Town Manager, the Town shall pay one hundred percent (100%) of the amount so submitted for payment. Payment for each invoice shall be made before the scheduled submittal date of the next invoice. Payment for Phase IV shall be made no later than thirty (30) days from the date of the invoice. The acceptance of final payment by the Consultant shall constitute a waiver of all claims by the Consultant under the Contract.

6. TERMINATION.

- (a) The Town may suspend the project work or terminate this Contract by providing the Consultant with ten (10) days written notice for the reasons outlined as follows:
 1. Failure of the Consultant to fulfill in a timely and proper manner its obligations under this Contract.
 2. Violation of any of the provisions of this Contract by the Consultant.
 3. A determination by the Town the Consultant has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
 - (b) In addition, the Town shall have the right to terminate this Contract if funds are not appropriated or otherwise made available to support the continuation of this Contract after the first year, if applicable.
 - (c) The Town shall also have the right to terminate this Contract without cause, upon ten (10) days written notice to the Consultant. In the event that the Contract is terminated pursuant to this subparagraph, the Consultant shall be reimbursed in accordance with the Contract for all work performed up to the termination date.
 - (d) The Consultant shall have the right to terminate this Contract if the Town fails to make payment within 30 days after it is due.
- 7. NOTICE.** All notices required to be given under this Contract shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Sudbury:

Town Manager	and	Director of Planning and Community Development
Town of Sudbury		Town of Sudbury
278 Old Sudbury Road		278 Old Sudbury Road
Sudbury, MA 01776		Sudbury, MA 01776

Consultant:

Heritage Strategies, LLC
P.O. Box 277
Birchrunville, PA 19421

8. **OWNERSHIP OF DOCUMENTS.** Upon payment therefor to the Consultant, the Town shall be the owner of all plans, reports, specifications, electronic data, and computations created by the Consultant that relate to this Contract.
9. **STANDARD OF CARE.** The Consultant agrees to perform its work under this Contract, which the parties acknowledge consists solely of professional consulting and evaluation services, in accordance with the degree of skill and care exercised by similarly practicing professionals performing similar services under similar conditions.
10. **INSURANCE.** The Contractor shall maintain insurance in the amounts set forth below and shall name the Town as an additional insured with regard to liability coverage. Certification of said insurance coverage shall be forwarded to the Town prior to commencement of the work.

General Liability: \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit.

Motor Vehicle Liability: At least \$100,000 per occurrence and \$300,000 aggregate.

The Town shall be named as an Additional Insured on the liability policies and the Contractor shall furnish proof of such insurance coverage to the Town at the time of execution of the contract.

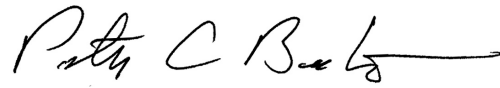
11. **GOVERNING LAW.** The Consultant shall perform the work required under this Contract in conformity with requirements and standards of the Town and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Contract and performance thereunder are governed by, and shall be interpreted and enforced in accordance with, the laws of the Commonwealth of Massachusetts, and shall be subject to all such laws and all other applicable by-laws and administrative rules, regulations and orders.

12. **BINDING AGREEMENT AND ASSIGNMENT OF INTEREST.** This Contract shall be binding upon the Town and the Consultant and the partners, successors, heirs, executors, administrators, assigns, and legal representatives of the Town and the Consultant. Neither the Town nor the Consultant shall assign, sublet, or transfer any interest in this Contract without the written consent of each other, and such consent shall not be unreasonably withheld. The Consultant confirms that other people, Peter Benton and Elizabeth Watson, identified in the Consultant's proposal, will assist the Consultant in performing the project work, and the Town consents to that arrangement.
13. **CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS; NON-COLLUSION CERTIFICATION.** The undersigned Consultant certifies under the pains and penalties of perjury that the Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, and its bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals).

Signed:

Henry L. Hayes, Jr.
Town Manager
Town of Sudbury



Peter Benton, Principal
Heritage Strategies, LLC
P.O. Box 277
Birchrunville, PA 19421

26- 4124670
IRS Tax Identification Number

Attachment 16.a: Historic Preservation Plan Contract 210831 (4786 : Historic Preservation Plan contract)

Attachment A

SCOPE OF WORK

Town of Sudbury
Communitywide Historic Preservation Plan

PROJECT OBJECTIVES

The purpose of this project is to prepare an action-oriented communitywide historic preservation planning document to promote and coordinate critically needed advancement of the protection, preservation and development of the historic and cultural resources within the Town of Sudbury. Specific objectives include:

- 1) An assessment of Sudbury's historic and cultural resources (including buildings, structures, objects, monuments, areas, landscapes, burial grounds, and sites including their current level of identification and general state of preservation;
- 2) Identification of issues and opportunities pertinent to preservation of Sudbury's historic and cultural resources;
- 3) An assessment of the status of historic preservation in the community, including existing preservation mechanisms, and how the present integration of historic preservation activities into the town's broader planning, environmental, social, economic, and sustainability goals and procedures;
- 4) Identification of historic preservation priorities and the development of an Action Plan to ensure the implementation of priority historic preservation goals;
- 5) Identification of ways to further integrate current historic preservation activities with broader planning, environmental, social, economic and sustainability goals and procedures;
- 6) Encouragement of activities that identify, document, preserve and promote historical and cultural resources associated with diverse minority, ethnic, social and cultural groups who have played a role in the history of the Town of Sudbury and Massachusetts;
- 7) Encouragement of communication, cooperation and collaboration between existing groups engaged in historic preservation activities;
- 8) Creation of comprehensive information and materials about historic preservation for town government, residents and the community to serve as educational tools and to support coordination of communitywide efforts to promote preservation.

METHODOLOGY**Anticipated Table of Contents of Sudbury Historic Preservation Plan:**

The organization of the Sudbury Communitywide Historic Preservation Plan is anticipated to include the following chapters and sections. However, following a review of municipal preservation plans from other communities and based on discussions with and approval by the Local Project Coordinator (LPC) and Massachusetts Historical Commission (MHC) staff, this Table of Contents may be adjusted if it would better reflect the preservation planning needs of the Town of Sudbury.

Chapter and Section Name

- I. Executive Summary
- II. Introduction
 - Introduction to Historic Preservation Planning
 - Historic Context for the Town of Sudbury
 - History of Historic Preservation Planning in Sudbury
 - Annotated List of Preservation Partners and Stakeholders in Sudbury
- III. Investigation and Analysis
 - An Overview of Historic Preservation Issues and Challenges in Sudbury
The Historic Properties Inventory – Analysis of Existing Documentation and Needs
 - The National Register of Historic Places – Analysis of Existing Listings and Eligibility
 - Local Public Awareness and Engagement Analysis
 - Municipal Bylaws and Regulations Analysis
 - Municipal Policy, Management and Capital Improvements Analysis
- IV. Recommendations
 - The Historic Properties Inventory – Survey Priorities
National Register of Historic Places – Priorities for Listing Inventoried Properties –
Priorities for Preservation, Levels of Need
 - Public Awareness/Education
 - Municipal Bylaws and Regulations
 - Municipal Policy, Management and Capital Improvements
 - Mechanisms to Protect Public Investment in Private Historic Properties
 - Mechanisms for Oversight/Management of Historic Town-Owned Properties
- V. Action Plan
 - Historic Properties Inventory Next Steps Action Plan
National Register of Historic Places
 - Public Awareness/Education
 - Municipal Bylaws and Regulations
 - Municipal Policy, Management and Capital Improvements
- VI. Bibliography

Phase Meetings:

The project will consist of four phases. The consultant and the local project coordinator will meet with the Massachusetts Historical Commission staff for a startup meeting prior to the beginning of Phases I and to review project progress and products at the end of Phase I, II, and III. The startup meeting and phase meetings will take place by conference call, virtual meeting, or meeting location agreed upon. **No phase meeting will be scheduled until all products for that phase have been submitted for review.** The work to be completed in each phase is described below. The project is anticipated to begin on or about September 13, 2021.

Requirements for All Phase Submittals:

- All illustrations and photos must include captions unless the context is clearly understood.

- All Maps, photos, and illustrations must be suitable for publication, clearly discernable or readable in a reproducible, 8 ½ X 11 black-on-white format.
- Page numbers must be included on all drafts and final submittals.
- All maps, photos and illustrations must have proper permissions for use in the document.
- All Maps must have a title, legend and north arrow.

SCOPE OF WORK

Phase I - Background (11 weeks)

Tasks:

- Meet with LPC and MHC staff to review project goals, scope of work, schedule and protocols.
- Review three (3) to five (5) recent historic preservation plans from comparable communities outside Massachusetts that have advanced, progressive and successful preservation programs. Prepare a brief description of each historic preservation plan reviewed, including its applicability to the development of a plan for the Town of Sudbury.
- Prepare introductory text explaining why historic preservation planning is needed and what a historic preservation plan is.
- Meet with the Historical Commission, Historic District Commission, and Community Preservation Committee.
- Develop a list of all preservation partners and stakeholders with a role in historic preservation. At a minimum, this would include municipal departments, municipal boards and commissions, Sudbury schools, neighborhood groups, local elected officials, the regional planning agency, local business organizations, social organizations, residents, homeowners, business owners, other historic property owners, and non-profit historical organizations. Prepare a brief description of the role of each partner or stakeholder.
- Review the historical development of the community such as settlement patterns, architecture, demography, neighborhoods, transportation, industry, housing, and commerce. Prepare a historic context that encompasses pre-contact to present day periods. The introduction shall include a description of what a historic context is.
- Review previous planning documents such as the Master Plans, Zoning Plans, Open Space Plans, Regional Plans, Heritage Landscape Plans, along with other existing preservation reports, maps and recommendations (archaeological, architectural, historical and cultural). Prepare a chronological narrative that includes plans, reports, major projects and events related to historic preservation.
- Review and analyze existing inventory forms for Sudbury (including the 2021 Community-wide Survey Update) based on current MHC standards. Undertake a reconnaissance to assess inventory coverage town-wide. Prepare an analysis of the current status of the inventory. The introduction shall include a description of what historic properties inventories are.
- Review nominations for National Register listed properties and identify properties that may be eligible for listing in the NR. Prepare an analysis of the current level of National Register listings in Sudbury. The introduction shall include a description of the National Register of Historic Places Program.
- Review existing town bylaws and regulations that could impact historic properties and resources, including at a minimum, zoning, building codes, design review, demolition delay bylaw, scenic roads, and wetlands. The introduction shall include a description explaining municipal bylaws and regulations.
- Meet with LPC and MHC staff to review Phase I activities and products.

Products:

- A Review and Analysis of Model Historic Preservation Plans
- Introduction to Historic Preservation Planning prepared so as to be used as a standalone document
- A Summary of the Historical Commission, Historic District Commission, and Community Preservation Committee meetings
- Annotated Listing of Preservation Partners and Stakeholders in Sudbury
- Historic Context of Sudbury
- History of Historic Preservation Planning in Sudbury
- Historic Properties Inventory Analysis
- National Register of Historic Places Analysis
- Municipal Bylaws and Regulations Analysis

Phase I will be completed by Friday, November 26, 2021.

Phase II Outreach (12 weeks)

Tasks:

- Seek input from local town board and commission members including, at a minimum, the Select Board, Planning Board, Board of Appeals, Historical Commission, Historic District Commission, Conservation Commission, Board of Health, Park and Recreation Commission, Commission on Disability, Town Historian, Community Preservation Committee, Design Review Board, Permanent Building Committee and Goodnow Library trustees. Communication can include phone, email, or in person (or if necessary virtual) interviews and meetings.
- Seek input from municipal staff including, at a minimum, the Town Manager, Assistant Town Manager, Town Clerk, Library Director, Planning Director, Building Inspector, DPW Director, Fire Department, Facilities Director, Cemeteries Foreman, Conservation Coordinator, and Parks Foreman. Communication can include phone, email, and in person (or if necessary, virtual) interviews.
- Review the status of all historic town-owned properties, objects and sites.
- Seek direct input from local groups and organizations such as neighborhood groups and property owners of historic residential and/or commercial buildings and properties, Sudbury business association, cultural and historic institutions to include the Sudbury Historical Society, Wayside Inn Foundation, Sudbury Foundation, and Sudbury Valley Trustees. Communication shall include phone calls, email, and in person (or if necessary, virtual) interviews and meetings.
- Convene a **Public Forum** to seek input and discussion from residents, local groups and organizations such as neighborhood groups, institutions, historic homeowners, business and social organizations.
- Prepare text explaining the overall historic preservation issues and challenges facing Sudbury. Include a description of the types of historic resources currently found in Sudbury, recent and potential losses, ongoing and anticipated issues and challenges to protecting and preserving the town's historical and archaeological resources.
- Meet with LPC and MHC staff to review Phase II activities and accomplished tasks/products.

Products:

- Municipal Policy, Management and Capital Improvements Analysis
- Public Awareness and Engagement Analysis
- Overview of Historic Preservation Issues and Challenges

Phase II Tasks and products are to be completed by Friday, February 18, 2022.

Phase III – Recommendations (10 weeks)

Tasks:

- Develop Historic Properties Inventory recommendations, including phased recommendations for implementing a community-wide inventory update.
- Develop National Register of Historic Places recommendations, including individual properties and districts.
- Develop public awareness/education recommendations.
- Develop municipal bylaws and regulations recommendations, including but not limited to recommendations for changes to zoning, and proposed new preservations-related bylaws.
- Develop municipal policy, management and capital improvements recommendations.
- Develop mechanisms to protect public investment in private historic properties and mechanisms to protect/maintain town-owned historic properties.
- Develop a five-year preservation **Action Plan** that identifies each party responsible for implementation tasks and a schedule for implementation. Said Action Plan should consider priorities in regards to specific properties and heritage landscapes.
- Prepare an illustrated **Executive Summary**, suitable for distribution as a stand-alone document.
- Prepare the complete **draft Historic Preservation Plan** for review and comment based on the confirmed table of contents.
- Present the recommendations of the draft Historic Preservation Plan at a **Public Forum**.
- Prepare a summary report that describes the outreach, attendees and overall discussions at the public forum, as well as written comments received on the draft Historic Preservation Plan.
- Meet with LPC and MHC staff to review Phase III activities and products.

Products:

- Historic Properties Inventory Recommendations
- National Register Recommendations
- Public Awareness, Programming and Education Recommendations
- Municipal Bylaws and Regulations Recommendations
- Municipal Policy, Management and Capital Improvements Recommendations
- Recommendations for Mechanisms to Protect Public Investment in Private Historic Properties
- Recommendations for Management, Maintenance and Stewardship of Town-Owned Historic Properties
- Action Plan
- Executive Summary
- Draft Historic Preservation Plan including revisions to all previously prepared sections
- Power Point presentation utilized at the public forum
- Public Forum/Comments Summary Report

Phase III tasks and products are to be completed by April 29, 2022.

Phase IV Final Plan (6 weeks)

Task:

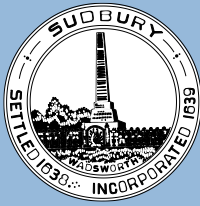
- Prepare a final version of the **Sudbury Historic Preservation Plan**, incorporating suggestions and comments received on the draft Plan and related products.

The final version must include required federal funding acknowledgement and non-discrimination statements.

Final Products:

- Five (5) bound copies of the Sudbury Historic Preservation Plan provided to the Town of Sudbury
- One (1) electronic PDF copy of the Sudbury Historic Preservation Plan provided to the Town of Sudbury
- Two (2) bound copies of the Sudbury Historic Preservation Plan provided to the Massachusetts Historical Commission
- One (1) electronic PDF copy of the Sudbury Historic Preservation Plan provided to the Massachusetts Historical Commission

Phase IV task and products are to be completed by Friday, June 10, 2022.



SUDBURY SELECT BOARD

Tuesday, September 14, 2021

CONSENT CALENDAR ITEM**17: Conservation Restriction 24 Tippling Rock****REQUESTOR SECTION**

Date of request:

Requestor: Lori Capone, Conservation Coordinator

Formal Title: Vote to accept and execute the Conservation Restriction from Bryan and Paula Coffey to the Town of Sudbury, acting by and through its Conservation Commission, pursuant to M.G.L. Ch. 184 Sec. 32 for a 1+/- acre portion of the property located at 24 Tippling Rock, shown as a portion of Assessor's Map L06, Parcel 0101, to maintain the Premises predominantly in its natural state in perpetuity.

Recommendations/Suggested Motion/Vote: Vote to accept and execute the Conservation Restriction from Bryan and Paula Coffey to the Town of Sudbury, acting by and through its Conservation Commission, pursuant to M.G.L. Ch. 184 Sec. 32 for a 1+/- acre portion of the property located at 24 Tippling Rock, shown as a portion of Assessor's Map L06, Parcel 0101, to maintain the Premises predominantly in its natural state in perpetuity.

Background Information:

This CR was a requirement of the Conservation Commission associated with an Order of Conditions from 2017. The CR protects 1 +/- acres of forested wetlands and estimated and priority habitat for rare species. The CR directly abuts the Town-owned Weisblatt Property and contributes to the protection of the Nobscot Reservation. (*see attached*)

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

GRANTOR: Bryan Coffey and Paula Coffey
GRANTEE: Town of Sudbury, Conservation Commission
ADDRESS OF PREMISES: 24 Tippling Rock Road, Sudbury, MA 01776
FOR GRANTOR’S TITLE SEE: Dated May 17, 2011
Middlesex South County Registry of Deeds
Book 56870, Page 73

CONSERVATION RESTRICTION

Bryan Coffey and Paula Coffey, husband and wife, as tenants by the entirety, of 24 Tippling Rock Road, Sudbury, MA, constituting all of the owners of the Premises as defined herein, for our successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the Town of Sudbury, a Massachusetts municipal corporation with an address of 275 Old Lancaster Road, Sudbury, MA 01776, acting by and through its Conservation Commission, by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, and its permitted successors and assigns (“Grantee”), for less than one hundred dollars, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on a 1-acre +/- portion (“Premises”) of a 4.5-acre \pm parcel of land (“Property”) located in Sudbury, which Premises is more particularly described in Exhibit A and shown in the sketch plan of in Exhibit B, both of which are incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to ensure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (“conservation values”).

This Conservation Restriction is required by the Order of Conditions (DEP File #301-1210) issued by the Sudbury Conservation Commission on May 30, 2017 which permitted the construction of an addition to a single family house on the Property outside of the Premises.

The conservation values include the following:

- **Open Space Protection.** The Premises contributes to the protection of the scenic and natural character of the Nobscot Scout Reservation and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including the Nobscot Scout Reservation and the town-owned Weisblatt (Tippling Rock) Conservation Land.
- **Protection of Wildlife Habitat.** The Premises consists of and is surrounded by land designated as “Priority (PH 669) and Estimated (EH 622) Habitats of Rare Species” as defined by the Massachusetts Natural Heritage Program, the protection of which aligns with NHESP’s wildlife and habitat protection objectives, including the protection of Eastern Box Turtle (*Terrapene Carolina*) habitat.
- **BioMap2.** The Premises consists of and is surrounded by Core Habitat for Species of Conservation Concern and Critical Natural Landscape, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap2* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.

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

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

A. Prohibited Acts and Uses

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

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

B. Reserved Rights and Exceptions

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

- (1) **Vegetation Management.** With the prior written approval of Grantee, the selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, including hazards to neighboring structures, disease, insect or fire damage, or to preserve the present condition of the Premises, including trails;

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

C. Notice and Approval.

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

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

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

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

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

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation

Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

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

D. Acts Beyond the Grantor's Control

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

IV. ACCESS

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

V. EXTINGUISHMENT

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

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that

is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

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

VI. DURATION & ASSIGNABILITY

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

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

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

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

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises,

including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

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

VIII. ESTOPPEL CERTIFICATES

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

IX. NON MERGER

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

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South County Registry of Deeds.

XI. EFFECTIVE DATE

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

XII. NOTICES

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

To Grantor: Bryan and Paula Coffey
24 Tippling Rock Road
Sudbury, MA 01776

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

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

XIII. GENERAL PROVISIONS

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

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

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

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

XIV. MISCELLANEOUS

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

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

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

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

Signature pages:

Grantor

Grantee Acceptance

Approval by Select Board

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Sketch Plan of Premises

WITNESS my hand and seal this ____ day of _____, 2021,

Bryan Coffey

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

WITNESS my hand and seal this ____ day of _____, 2021,

Paula Coffey

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT BY SUDBURY CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Sudbury, Massachusetts, hereby certify that at a public meeting duly held on _____, 2021, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Bryan Coffey and Paula Coffey pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

SUDBURY CONSERVATION COMMISSION:

David Henkels, Chairman

Kenneth Holtz, Vice Chairman

Richard Morse

Bruce Porter

Kasey Rogers

Mark Sevier

Jeremy Cook

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared the above named DAVID HENKELS, KENNETH HOLTZ, RICHARD MORSE, BRUCE PORTER, KASEY ROGERS, MARK SEVIER, JEREMY COOK, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF SELECT BOARD OF TOWN OF SUDBURY

We, the undersigned, being a majority of the Select Board of the Town of Sudbury, hereby certify that at a public meeting duly held on _____, 2021, the Select Board voted to approve the foregoing Conservation Restriction from Bryan Coffey and Paula Coffey to the Town of Sudbury, acting by and through its Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

SELECT BOARD:

Daniel E. Carty

Janie W. Dretler

Jennifer Roberts

Charles Russo

William Schineller

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared the above named DANIEL E. CARTY, JANIE W. DRETLE, JENNIFER ROBERTS, CHARLES RUSSO, and WILLIAM SCHINELLER, and proved to me through satisfactory evidence of identification which were _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose before me, as Members of the Town of Sudbury Select Board.

Notary Public
My Commission Expires:

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

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

Dated: _____, 2021

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

The Premises subject to the foregoing Conservation Restriction is shown as the “Conservation Restriction Area” on a plan of land entitled “Building Plot Plan in Sudbury, Massachusetts”, dated 9/20/2013, a sketch plan of which is attached hereto as Exhibit B. Said Conservation Restriction Area is more particularly described as follows:

NORTHWESTERLY	by land now or formerly of Serven (Book 49833, Page 099, MAP L06, Parcel 102 – 15 Shady Hill Lane), 259.56 feet;
SOUTHWESTERLY	by land now of Town of Sudbury (Book 29026, Page 304, Map L06, Parcel 1 – Weisblatt Conservation Land), being the center line of existing roadway, 200.04 feet;
SOUTHEASTERLY	by Lot owned by Town of Sudbury (Weisblatt Conservation Land), 87.47 feet;
SOUTHWESTERLY	again by Lot owned by Town of Sudbury (Weisblatt Conservation Land), 42.62 feet;
SOUTHWESTERLY	again by Lot owned by Town of Sudbury (Weisblatt Conservation Land), 69.80 feet;
NORTHWESTERLY	again by Lot owned by Town of Sudbury (Weisblatt Conservation Land), 93.25 feet;
SOUTHWESTERLY	again by Lot owned by Town of Sudbury (Weisblatt Conservation Land), 247.71 feet;
SOUTHLY	again by Lot owned by Town of Sudbury (Weisblatt Conservation Land), 26.95 feet;
EASTERLY	again by Lot owned by Town of Sudbury (Weisblatt Conservation Land), 111.20 feet;
EASTERLY	again by Lot owned by Town of Sudbury (Weisblatt Conservation Land), 88.45 feet;
SOUTHLY	again by Lot owned by Town of Sudbury (Weisblatt Conservation Land), 48 feet;
NORTHEASTERLY	a line dividing the land now or formerly of Coffey (Book 56870, Page 073, Map L06, Parcel 101, 24 Tippling Rock Road), approximately 547 feet; said line connects the

Northwesterly corner of land now or formerly of
FENDROCK (Book 16178, Page 311, Map L06, Parcel 5)
and Southeasterly corner of land now or formerly of
SERVEN (Book 49833, Page 099, Map L06, Parcel 102).

NOTE: At approximately 332 feet from SW corner of the
line is a cutout to define an existing structure. The cutout is
defined by:

NORTHWESTERLY Approximately 10 feet.

NORTHEASTERLY Approximately 17 feet.

SOUTHEASTERLY Approximately 12 feet.

Street Address: 24 Tippling Rock Road, Sudbury, MA 01776

Sketch Plan of Premises



**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

CONSENT CALENDAR ITEM**18: Alternate Appointment to Historical Commission****REQUESTOR SECTION**

Date of request:

Requestor: Chris Hagger, SHC chair

Formal Title: Vote to approve the Town Manager appointment of Christopher Durall, 144 Hayden Circle, as an alternate member to the Historical Commission, for a term expiring 5/31/24.

Recommendations/Suggested Motion/Vote: Vote to approve the Town Manager appointment of Christopher Durall, 144 Hayden Circle, as an alternate member to the Historical Commission, for a term expiring 5/31/24.

Background Information:
attached application and email from chair

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM

Golden, Patricia

From: cldh7@aol.com
Sent: Tuesday, August 17, 2021 10:21 PM
To: Hayes, Henry
Cc: Select Board; Duchesneau, Adam; christopher.durall@childrens.harvard.edu
Subject: Application from Chris Durall for Alternate Member on the SHC

Henry,

The SHC has received an application from Chris Durall to become an Alternate Member of the Sudbury Historical Commission (SHC). The SHC had an opportunity to speak with Mr Durall at our August 17, 2021 public meeting about his interest in joining the SHC. By a vote of 6-0 at this meeting, the SHC recommends Mr. Durall to be considered for appointment to our Commission.

Thank you,

Chris Hagger
Chair - SHC

Attachment18.a: Email_Duvall_SHC (4798 : Alternate Appointment to Historical Commission)

TOWN OF SUDBURY APPLICATION FOR APPOINTMENT

SELECT BOARD
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Historical Commission -

** Alternate Member appointment
CBD 7/20/*

Name: Chris Durall

Address: 14 Hayden Circle

Email Address: _____

Home phone: _____

Work or Cell phone: _____

Years lived in Sudbury: 4

Brief resume of background and pertinent experience:

I've been in my current position as Perioperative Business Manager at Children's Hospital for 11 years and at Children's for a total of 17 years. Although I don't work in a field related to history, I've always been interested in the preservation of history. I have been an amateur genealogist for over 30 years which brings me to towns all over the country, and I enjoy finding and safeguarding historical artifacts.

One of the many fine historical buildings in Sudbury, the Wayside Inn, has been a favorite place of my family's for several years. We live in the Wayside Inn Historic District and have supported the Inn since moving to Sudbury in 2017.

Municipal experience (if applicable):

Board Member - Town of Boylston Parks & Recreation Commission (2014-2017)

Educational background:

Bachelor of Science - Sociology

Bachelor of Science - Political Science

Master of Science - Healthcare Administration

Reason for your interest in serving:

I thoroughly enjoyed my time serving on the Boylston Parks & Recreation Commission and am interested in becoming involved in Sudbury municipal affairs. I think the Historical Commission is very closely aligned with my interests.

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

Any evening or weekends

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

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

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

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

as an alternate member

Signature _____

Date July 9, 2021

Attachment 18.b: Chris Durall Application_redact (4798 : Alternate Appointment to Historical Commission)

**SUDBURY SELECT BOARD**

Tuesday, September 14, 2021

CONSENT CALENDAR ITEM**19: SUMC donation to Social Worker****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept donation in the amount of \$610 from the Sudbury United Methodist Church to the Town Social Worker to be used to counsel Lincoln-Sudbury Regional High School students.

Recommendations/Suggested Motion/Vote: Vote to accept donation in the amount of \$610 from the Sudbury United Methodist Church to the Town Social Worker to be used to counsel Lincoln-Sudbury Regional High School students.

Background Information:
attached letter

Financial impact expected:

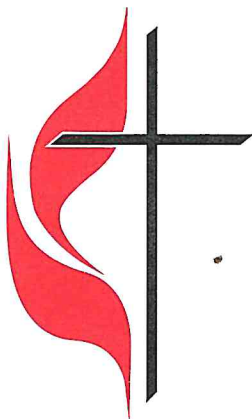
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Jennifer Roberts	Pending
Select Board	Pending

09/14/2021 6:00 PM



Sudbury United Methodist Church

251 OLD SUDBURY ROAD
SUDBURY, MA 01776

www.sudbury-umc.org
sumc@sudbury-umc.org

(978) 443-4351/6785
FAX (978) 443-3052

PASTOR
REV. JOEL B. GUILLEMETTE pastorjoel@sudbury-umc.org

2 September 2021

Select Board
278 Old Sudbury Road
Sudbury, MA 01776

Dear Members,

The Women's Fellowship of the Sudbury United Methodist Church conducts an auction for the purpose of making a donation to a worthy cause.

The women of the church raised \$610.00 to be donated to the Sudbury Town Social Worker to be used to counsel Lincoln-Sudbury Regional High School students at risk of self-harm. The check enclosed is donated in memory of two Sudbury youth and SUMC members, Cheri Ann Cavanaugh and Lily Karian, who unfortunately took their own lives.

We hope that these funds will assist other LSRHS students who may be at similar risk.

Over the past 27 years we have donated \$35,515.00 to this cause.

Sincerely,

Lyn MacLean
Board of Trustees

Enclosure
One Check

Attachment 19.a: SUMC_donation_social_worker (4806 : SUMC donation to Social Worker)