



**SUDBURY SELECT BOARD**  
**TUESDAY SEPTEMBER 28, 2021**  
**6:00 PM EXECUTIVE SESSION**  
**7:00 PM OPEN SESSION**

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
<b>EXECUTIVE SESSION</b>			
1.		<i>VOTE</i>	Open in regular session, and 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 review, approve and possibly release executive session meeting minutes, pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).
3.		<i>VOTE</i>	Vote to close executive session and resume open session.
	7:00 PM		Opening remarks by Chair
			Reports from Town Manager
			Reports from Select Board
			Citizen's comments on items not on agenda
<b>MISCELLANEOUS</b>			
4.		<i>VOTE</i>	Discussion and possible vote on mitigation funds for Route 117 intersection of Mossman and Dakin Roads. DPW Director Nason to attend (~15 min.)
5.		<i>VOTE</i>	Discussion and possible vote regarding Bruce Freeman Rail Trail (BFRT) update from Town Counsel related to draft lease agreement. (~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.*

<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
6.			Climate Emergency Working Group will discuss a Climate Emergency Declaration Resolution for May 2022 Annual Town Meeting, and discuss Sustainability as a goal in general. Attending will be Leslie Lowe of the Climate Emergency Working Group. (~45 min.)
7.		<i>VOTE</i>	Discussion and vote whether to approve the transfer and return of two cemetery gravestones to the Town of Natick, MA, as requested by the Sudbury Historical Commission. SHC members to give brief presentation (Steve Greene and Elin Niterman) (~20 min.)
8.			Discussion on ARPA funds status and prioritization process (~30 min.)
9.			Fairbank update and discussion with Town Manager. (~25 min.)
10.		<i>VOTE</i>	Discussion on Sewataro Use Policy Document and discussion on other Sewataro goals. (~30 min)
11.			Discussion on Town Counsel Policy and use of Town Counsel (~20 min.)
12.		<i>VOTE</i>	Update DEI Commission mission statement to include an advisory (non-voting) member of the Commission on Disability (~10 min.)
13.		<i>VOTE</i>	Review and possible vote on draft Select Board meeting schedule for 2022.
14.		<i>VOTE</i>	Review open session minutes of 8/31//21 and possibly vote to approve minutes.
15.			Citizen's Comments (cont.)
16.			Upcoming Agenda Items
<b>CONSENT CALENDAR</b>			
17.		<i>VOTE</i>	Vote to accept Federal funding related to the ongoing global pandemic; current programs include the 2020 Coronavirus Aid, Relief, and Economic Security Act (CARES), the 2021 Coronavirus Response and Consolidated Appropriations Act, and the American Rescue Plan Act of 2021 (ARPA). The CARES allocation is \$1,730,468 and the ARPA allocation is \$5,875,013.78, of which \$2,057,260.44 is the municipal allocation and \$3,817,753.34 is the non-functioning County allocation. (\$2,937,506.89 of the total ARPA funds have been received as of August 17, 2021.)
18.		<i>VOTE / SIGN</i>	Vote to authorize the Chair of the Select Board to sign the Affordable Housing Restriction Agreement (the "Restriction") for the Apartments at Cold Brook Crossing and to execute any documents relative to said Restriction.
19.		<i>VOTE</i>	Vote to appoint John M. McQueen, Jr., 265 Hudson Road, Democrat, to the Board of Registrars of voters for a three-year term ending May 31, 2024.

*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 28, 2021

**EXECUTIVE SESSION**

**1: Eversource discussion**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Open in regular session, and 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: Open in regular session, and 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:  
NITU letter (continuation from 9/14 meeting)

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

09/28/2021 6:00 PM



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**EXECUTIVE SESSION**

**2: Exec Session to review minutes**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

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

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

Background Information:

Attached draft executive minutes of 6/29/21, 7/13/21, 7/27/21, 8/5/21, 8/31/21.

Financial impact expected:

Approximate agenda time requested: 30 minutes

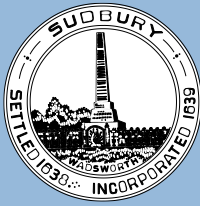
Representative(s) expected to attend meeting:

Review:

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

09/28/2021 6:00 PM





SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**EXECUTIVE SESSION**

**3: Close executive 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

09/28/2021 6:00 PM



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**4: Mitigation funds for Route 117 intersection**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and possible vote on mitigation funds for Route 117 intersection of Mossman and Dakin Roads. DPW Director Nason to attend (~15 min.)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

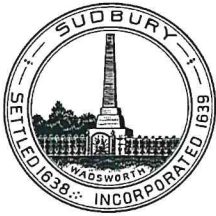
Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

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

09/28/2021 6:00 PM



# Town of Sudbury

## Planning Board

PlanningBoard@sudbury.ma.us

Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776  
978-639-3387  
Fax: 978-639-3314

www.sudbury.ma.us/planning

June 30, 2021

Ms. Jennifer Roberts, Chair  
Select Board  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

Re: Cold Brook Crossing Residential Development – Traffic Mitigation Recommendation


Dear Chair Roberts,

The Select Board asked the Planning Board to provide a recommendation regarding a proposed traffic mitigation scenario for the Cold Brook Crossing residential development. It is the Planning Board's understanding the Director of the Department of Public Works is proposing to update the traffic lights and other elements of the Pantry Road/Dakin Road/North Road/Route 117 intersection, with the funding for this project coming from the \$1,000,000 that was paid to the Town by the developer of the Cold Brook Crossing residential development for the Town to use at its discretion.

Based upon the information above, at our meeting on June 23, 2021, the Planning Board voted to favorably recommend the proposal to upgrade the Pantry Road/Dakin Road/North Road/Route 117 intersection. These intersection improvements are consistent with the Planning Board's goals and objectives, as well as the recently updated Master Plan's goals. These upgrades are also in keeping with the Town Forum that was held regarding the Melone Property and they address significant traffic issues in the area as well.

The Planning Board requests that Complete Streets design elements be considered and, where possible, implemented as part of these proposed intersection improvements. Improving the ability to cross the intersection safely and efficiently is a key opportunity to extend multi-modal transportation elements within the community.

On behalf of the Planning Board,

  
Stephen Garvin, Chair  
Planning Board

cc: Dan Nason, Department of Public Works Director



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**5: BFRT update**

REQUESTOR SECTION

Date of request:

Requestor: Chair Roberts

Formal Title: Discussion and possible vote regarding Bruce Freeman Rail Trail (BFRT) update from Town Counsel related to draft lease agreement. (~20 min.)

Recommendations/Suggested Motion/Vote: Discussion and possible vote regarding Bruce Freeman Rail Trail (BFRT) update from Town Counsel related to draft lease agreement. (~20 min.)

Background Information:

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

09/28/2021 6:00 PM

SELECTED CLAUSE IN DRAFT LEASE BETWEEN MassDOT AND TOWN OF SUDBURY FOR  
RIGHT OF WAY FOR BRUCE FREEMAN RAIL TRAIL

Landlord Reservation of Rights

Notwithstanding anything to the contrary contained herein, Landlord hereby reserves and retains the following rights and easements in and with respect to the Premises:

Landlord reserves the right to use, or to allow any party to use the Premises, or to grant and relocate licenses, leases or easements for any use so long as such use does not materially interfere with the Permitted Uses of the Premises. Tenant shall cooperate with Landlord in this regard to accommodate any such use by Landlord or such other party, provided Tenant shall incur no monetary obligations with respect thereto. Without limitation, such other uses may include utilities, wireless telephone facilities (including, without limitation, cellular and PCS), fiber optic lines and communications facilities, microwave and other antennas, and all types of cable communications, and any other uses that do not materially interfere with the permitted uses of the Premises. Without limitation, the foregoing reservation by Landlord includes, whether the same now exist or are hereafter installed or used after the date of this Lease, the right to locate any or all such facilities (including, without limitation, towers, antennas, cables, fiber, above-ground, below-ground, indoor and outdoor equipment) and other improvements on and within the Premises so long as such use does not materially interfere with the Permitted Uses of the Premises. All rights (including, without limitation, revenue therefrom) pertaining to all such other uses are specifically reserved to, and shall be the sole property of, Landlord. Tenant agrees to cooperate with Landlord and any designated party in connection with any exercise by Landlord of its rights hereunder. Throughout any such use, Landlord shall maintain and/or require its grantees and their contractors to maintain insurance as required by, and in accordance with, the terms and conditions of Section 9.6 herein, and Landlord may require its grantees and their contractors to maintain such additional coverages deemed necessary by Landlord.



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**6: Climate Emergency Working Group discussion**

REQUESTOR SECTION

Date of request:

Requestor: Chair Roberts

Formal Title: Climate Emergency Working Group will discuss a Climate Emergency Declaration Resolution for May 2022 Annual Town Meeting, and discuss Sustainability as a goal in general. Attending will be Leslie Lowe of the Climate Emergency Working Group. (~45 min.)

Recommendations/Suggested Motion/Vote: The Climate Emergency Working Group will discuss a Climate Emergency Declaration Resolution for May 2022 Annual Town Meeting, and discuss Sustainability as a goal in general. Attending will be Leslie Lowe of the Climate Emergency Working Group. (~45 min.)

Background Information:  
documents to be provided

Financial impact expected:

Approximate agenda time requested: 45 minutes

Representative(s) expected to attend meeting: Leslie Lowe of Climate Emergency Working Group

Review:

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

09/28/2021 6:00 PM

**From:** Leslie Lowe  
**Sent:** Wednesday, June 23, 2021 10:51 AM  
**To:** Town Manager <[TownManager@sudbury.ma.us](mailto:TownManager@sudbury.ma.us)>; PlanningCommunityDevelopment <[PCD@sudbury.ma.us](mailto:PCD@sudbury.ma.us)>; Roberts, Jennifer <[RobertsJ@sudbury.ma.us](mailto:RobertsJ@sudbury.ma.us)>  
**Cc:** Tom  
**Subject:** Climate Emergency Declaration meeting

Dear Town Manager Hayes and Executive Director of Planning Duchesneau,

We are concerned about the effects of climate change and know that the Town of Sudbury has been making plans for emergencies caused by the storms, heat waves, and power outages. What are the other plans to reduce our carbon emissions on a community wide basis? This is a crisis requiring urgent and immediate mobilization of public and private resources to develop and implement a climate and sustainability plan.

The Commonwealth of Massachusetts has declared the goals of 50% reduction of greenhouse gas emissions by 2030, 75% reduction by 2040 and 100% reduction by 2050 from the 1990 levels. The current pace and scale of national and state climate action is not sufficient to avert substantial damage to the economy, environment, and human health over the coming decades. Sudbury should identify and integrate current and future actions needed to achieve a just economic recovery and transition to a community-wide climate-positive footprint. Wayland, Natick, Acton, Arlington, Beverly and Salem have passed Climate Emergency Declarations.

It is necessary for Sudbury to work to insure a safe and stable climate for people, wildlife and the natural environment and to reach zero greenhouse gas emissions across all sectors as soon as possible, to rapidly and safely drawdown or remove all the excess carbon from the atmosphere.

To work toward this goal, a group of Sudbury residents would like to declare a climate emergency so that the town will implement measures to protect all people and species from the consequences of abrupt climate change. I am attaching a draft Climate Emergency Declaration which we intend to submit for the next Town Meeting, whether Special or Annual. We would like to talk with you both about the work that is occurring now in Sudbury to lower our carbon emissions, the declaration and about how Sudbury can design a Climate Mobilization Plan. We have been talking to Jennifer Roberts about this and would like her to attend the discussion. Can you find a time for us to meet in a virtual meeting? We would like it to fit in with the Sudbury town planning process and the budget process. Please let us know when we can meet. Thank you.

Be well,  
 Leslie Lowe  
 Tom Yelton

-- "Never doubt that a small group of thoughtful, committed citizens can change the world. Indeed, it is the only thing that ever has." -- Margaret Mead

# Accelerating Sudbury's Climate Mobilization

Sudbury Select Board – 28 Sep 2021



# Climate Change and Its Effects are an Emergency

## Firefighters Battle Biggest Wildfire in Mass. for 20 Years, Appalachian Trail Impacted

One firefighter was hospitalized over the weekend, where he remains in good condition

By Marc Fortier • Published May 17, 2021 • Updated on May 17, 2021 at 8:24 pm

## Cleanup begins in soggy Northeast as Henri plods back to sea

PUBLISHED MON, AUG 23 2021-5:40 AM EDT | UPDATED TUE, AUG 24 2021-1:58 AM EDT

AP

SHARE    



Jacob Wycoff   
@4cast4you

Boston weather in a nutshell...

Wednesday, June 30th -- 100°, tying the all-time hottest temperature in June on record. 🤬☀️


Saturday, July 3rd -- 60°, tying the all-time coldest high temperature in July on record. 🥶☔

## Ida Remnants Cause Tornado on Cape Cod, Bring Flooding, Power Outages to Mass.

Cars were stuck on flooded roads across New England, thousands of people lost power and some MBTA Orange Line service was suspended Thursday

By Staff and wire reports • Published September 2, 2021 • Updated on September 2, 2021 at 11:45 pm

## 'Weather Whiplash' And Other Takeaways For Boston From The IPCC Report

August 09, 2021 | By Barbara Moran 

**ALL of these reports are from between May and September 2021**

# Accelerating Progress, Specifying Goals

- We appreciate that the **2021 Master Plan** and **2019 MVP Workshop Findings** begin to address Sudbury's climate resiliency
- Our plans often reference "*within 5-10 years*": Climate emergency needs concrete actions to start at the front end of this window
- There are actions we can take to reduce the likelihood and severity of the worst effects while benefitting residents near term
- MA recently enacted climate goals:  
***50% GHG reduction by 2030, 75% by 2040, Net Zero by 2050***

# Select Board Goals

- Please make **‘Climate Resiliency’**
  - both preparedness and emissions reductions –
  - one of the Select Board priorities starting next year
- Can draw on the support and experience of dozens of nearby communities as well as the state and beyond
- We respectfully suggest a couple initial S.M.A.R.T. goals to support this topic
  - Specific, Measurable, Actionable, Relevant, Time-Bound

Reduce

Resilien  
cy

Prepare

# Climate Mobilization Action Plan (CMAP)

*Goal: To prepare a comprehensive, Sudbury-specific Climate Mobilization Action Plan by the 2023 Town Meeting.*

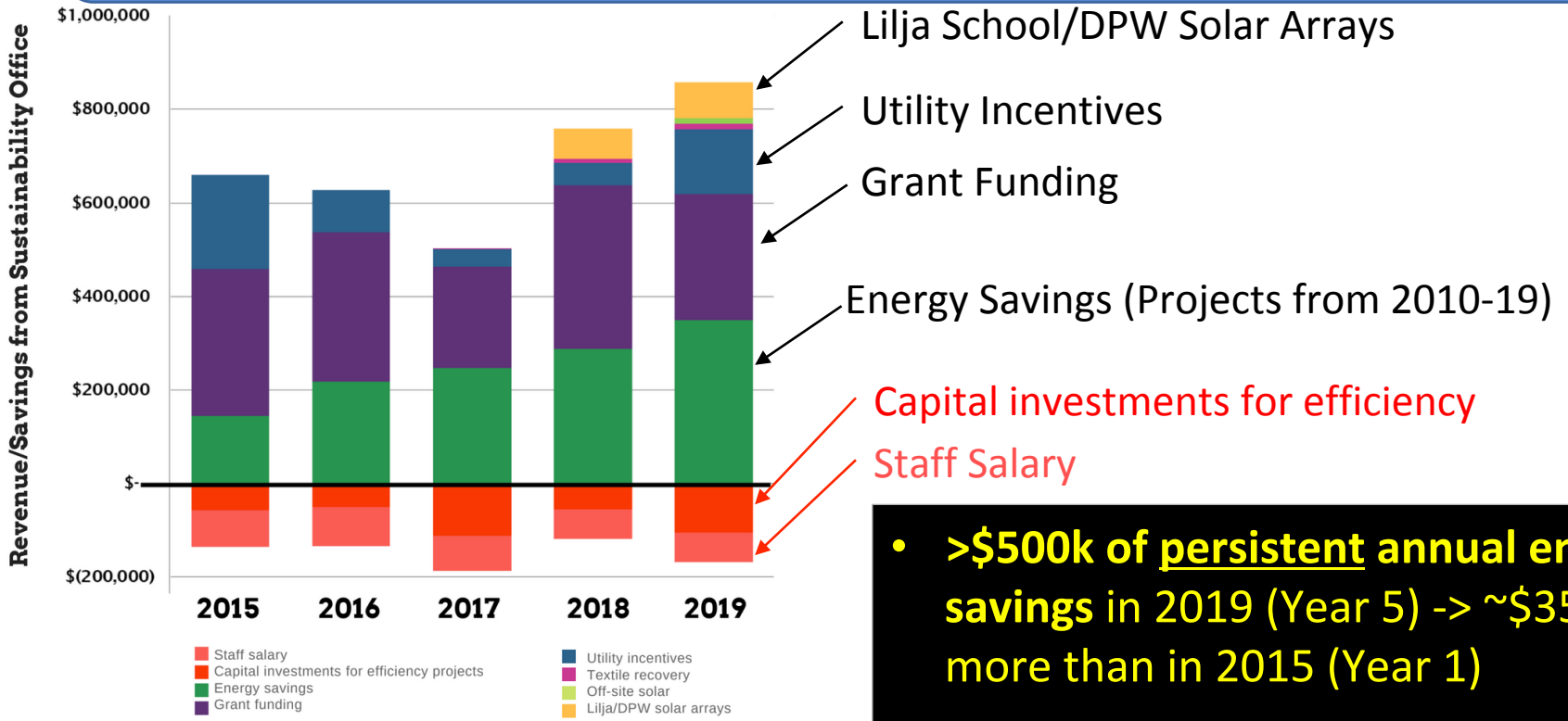
Please support proposed Town Meeting article declaring a climate emergency and authorizing a CMAP that:

- Benchmarks today's community-wide emissions relative to where we need to be
- Describes a broad menu of choices, along with quantified benefits and costs of these potential actions
- Uses a transparent, data-driven methodology
- Engages the full range of Sudbury stakeholders to prepare for implementation
- Seeks to ensure that costs do not unfairly burden the disadvantaged, and that the benefits accrue to all

**Good decisions require good information and the freedom to choose**

# A Sustainability Director w/ Positive ROI

*Goal: To invest in a sustainability director starting FY23 to lead CMAP preparation, facilitate coordination + info transfer, obtain grants, and motivate projects that save energy, money, and improve quality of life for people in Sudbury*



- **>\$500k of persistent annual energy savings in 2019 (Year 5) -> ~\$350k more than in 2015 (Year 1)**
- **Including grants and other transient sources: Revenue ~12x salary (2019)**

NOTES  
 • Results reflect personal performance. Savings/revenue secured by Environmental Compliance Officer prior to 2015 is not displayed.  
 • Additional solar revenue from NHS solar canopies anticipated in 2020.  
 • Lower salary in 2018 reflects switch to part-time schedule.

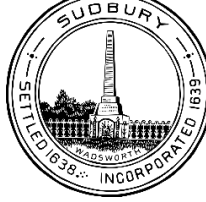
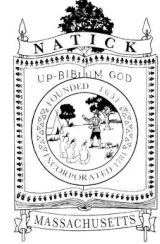
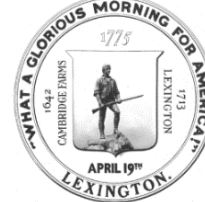
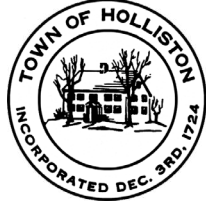
Credit: Jillian Wilson-Martin, Natick Sustainability Director (since 2014)

Attachment 6.c: 2021-09-28 - Select Board - Climate Emergency (4852 : Climate Emergency

# The Future is **NOT** Guaranteed...

But we can choose to **protect a livable planet** to help keep **Sudbury safe and prosperous...**

And while we have some time, it can be done in a way that **supports good decision making** and has a **net positive return on investment.**



March 22, 2021

Kathleen Theoharides  
Secretary of Energy and Environmental Affairs  
Executive Office of Energy and Environmental Affairs  
100 Cambridge St., Suite 900  
Boston, MA 02114

RE: Joint Comments from Municipalities regarding the Interim Clean Energy and Climate Plan for 2030

Dear Secretary Theoharides,

The Cities of Framingham, Melrose and Newton and the Towns of Arlington, Ashland, Chelmsford, Concord, Holliston, Lexington, Natick, Northborough, Sherborn, Sudbury, Swampscott, Wellesley, Westborough and Weston (“Communities”) are pleased to respond to the Interim Clean Energy and Climate Plan for 2030 (“2030 CECP”).

Our Communities have grave concerns regarding the impact climate change will have on the Commonwealth, the United States, and the world, and we have each made strong commitments to reducing greenhouse gas emissions. We appreciate the thoughtful analysis the Executive Office of Energy and Environmental Affairs (EEA) has conducted to understand the complex scientific, technological and economic impact for various roadmaps.



As we work with you to advance our shared focus on climate mitigation, our Communities are struggling to answer the same question the EEA posed in the 2050 Decarbonization Roadmap Study:

***How can we achieve Net Zero while maintaining a healthy, equitable, and thriving economy?***

The release of the 2050 Decarbonization Roadmap Study and the 2030 CECP, which provides a rich and diverse collection of strategic state actions cities and towns can use to build local implementation plans, is an important first step, and we agree with the plan's overall approach to reducing emissions. Specifically, we agree with the bold actions, such as pressing BBRS to quickly implement a 2050-compliant building code, establishing 2035 as the end of sales of fossil fuel vehicles and taking actions that would change the goals and priorities of Mass Save and the Department of Public Utilities so as to align with our climate goals.

To further enhance the Commonwealth's plan, we provide the following specific requests from the viewpoint of municipalities who are endeavoring to do our part in achieving Massachusetts' climate goals and to model leading municipal actions within the state and nationally:

**1. Establish a Municipal Version of the GWSA Implementation Advisory Committee**

The Interim CEC Plan states that, "It will take action at all levels of government..." and "...continued action by local government across the Commonwealth is required." The Communities agree with this statement and encourage the Commonwealth to formally engage municipalities in the Plan's implementation. We recommend establishing a Municipal version of the GWSA Implementation Advisory Committee to provide an ongoing bridge for communications between state and local government. The Committee should be designed to reflect the diverse nature and needs of municipalities based on size, location and economic structure.

**2. Increase Funding for Municipal Climate Action**

The Communities encourage the Commonwealth to realize that, because work is needed at all levels of government, so too are new funds needed at all levels. Without this local support, which the 2030 CECP describes as "required", local actions will be delayed, sporadic or in too many cases not available at all.

Local funding should be prioritized for regional collaboration which leads to greater efficiency and uniformity among neighboring municipalities. These resources are needed at three levels. First, the Commonwealth should provide support at the community level such as funding for sustainability coordinators for program administration as well as funding for community-wide coaching to guide an equitable transition to 2050-compliant technology for all stakeholders. Second, municipalities need experts who can serve as resources in clean energy and sustainability technologies who can be available regionally to define and share best practices among cities and towns and ultimately to negotiate better deals with vendors. Third, it is crucial that municipalities are included in the improvements and expansions made to grant, rebate, and incentive programs (including renewable energy incentive programs) that will help them lead by example. Funding to facilitate, implement, maintain, and operate clean energy and electrification technologies such as EV charging station networks and clean heating equipment will be crucial to accelerating municipalities' progress to net zero.

**3. Update the Building Code with a High-Performance Stretch Energy Code**

The 2030 CECP correctly identifies the importance of moving quickly to a "new, high-performance stretch energy code requiring passive-house level building envelope efficiency." In doing so, the 2030 CECP outlines a plan to "present a new high-performance stretch energy code to the Board of Building Regulations and Standards (BBRS) in 2021 that allows for Green Communities to opt in starting in 2022 and that it will become mandatory and effective statewide no later than January 1, 2028."

The Communities – all of which have been designated as Green Communities – support the development of a new high-performance stretch energy code and the rapid, orderly transition to this code. To encourage early adoption by Green Communities, we recommend a pool of grant money be made available exclusively to Green Communities who adopt the high performance energy stretch code prior to 2028. This



would accelerate adoption of 2050-compliant technology statewide, and this incentive would provide motivation for existing Green Communities to move quickly toward the goal we share.

The Communities also seek to remind DOER how challenging it can be to adopt a new code as a general ordinance via City Council or as a bylaw through a vote of Town Meeting. Creating a mechanism for Green Communities to avoid this local legislative burden as part of the opt in process would further increase the speed of widespread code adoption. Indeed, in debating and voting to support the existing stretch energy code, Green Communities have already agreed to adopt “any future editions, amendments or modifications thereto” established through the BBRS update process. As such, the Communities ask the Commonwealth to update the 2030 CECP to clarify the process Green Communities must take to adopt the proposed high-performance stretch code, and request a provision that gives the chief municipal executive in a Green Community the authority to opt in.

The Communities welcome partnering with the DOER to further discuss these requests.

#### **4. Align Funding for Public Buildings with Net Zero Goals**

The 2030 CECP acknowledges the importance of “avoiding new infrastructure or construction that is based on fossil-fuels for heating which would not be 2050 compliant, as well as ensuring that new equipment and products within buildings are on the path towards 2050 compliance.” However, one of the largest funders of new public buildings, the Massachusetts School Building Authority (MSBA), does not currently require districts to seriously consider 2050 goals in the design and construction of new or renovated school buildings.

At present, the MSBA provides two additional reimbursement points to projects that exceed the Massachusetts Energy base code by 20%. While this is a step in the right direction, it does not go far enough. School districts across the state, including Acton-Boxborough, Arlington, Belmont, Brookline, Cambridge, Lexington, Watertown, Wellesley, and Westborough are demonstrating that fully electric, net zero ready schools – and other building types – are possible and that they do not present a significant financial burden to taxpayers. The Communities urge the EEA to require all new public buildings that are funded by the Commonwealth to be net zero ready starting in 2022 and to direct additional funding through such avenues to support the implementation of innovative clean energy and sustainability solutions in their construction.

#### **5. Prioritize Public Transit in Transportation Emission Reduction Strategies**

While the Communities applaud the plan’s focus on the “near-term, widespread electrification of the majority of the Commonwealth’s vehicles”, the absence of a clear strategy to improve and expand public transit is worrisome.

The only mention of public transit in the 2030 CECP is in relation to the Transportation and Climate Initiative Program (TCI-P), which “will also help support investments that will make it easier to get around without a car, such as improved public transportation”. This singular reference to public transit reflects an inadequate level of attention to a resource that is critical to maximizing the effectiveness of smart growth policies in our Communities and across the Commonwealth and is equally necessary in advancing equity in the transition to net zero. The Communities ask the EEA to re-evaluate the role of public transit in achieving the state’s 2030 emissions reduction goal and, at a minimum, to provide further detail on how TCI-P funding will be used to improve public transportation.

#### **6. Provide Resources to Accelerate Electrification Locally**

While municipal governments have limited expertise in emerging technologies like electric vehicles and heat pumps, we have unique insight into our communities and the concerns of local property owners who will be making decisions on the adoption of carbon-free technologies. As municipalities, we are eager to support early adopters and normalize these technologies, similar to the experience many communities have had participating in the Massachusetts Clean Energy Center’s Solarize and HeatSmart programs.

As MassCEC transitions from supporting community-level technology campaigns, we ask the state to provide municipalities with training, engineering services, technical support, web-based resources, procurement tools, implementation services and more to educate and engage with our residents and business owners about electrification opportunities.

## 7. Increase Access to Emissions Data

Local data supports local decisions, and provides feedback on progress. At present, state agencies and public utilities capture data about emissions-related activities occurring in local communities, but do not maintain or share the data in a timely manner that allows communities to assess needs, affirm actions or allow for adjustments.

The Communities ask the Commonwealth for increased access to emissions-related data that impact our cities and towns. This includes the number of electric and battery electric vehicles registered in our communities, the number of kilowatt-hours generated by solar panels located in our communities, the number of heat pumps installed in our communities, the number of properties that have participated in MassSave by Census blocks and the types of energy efficiency improvements taken, and more.

A step in the right direction is the Metropolitan Area Planning Council's (MAPC) new tool for measuring community-wide greenhouse gas emissions, which was funded by an EEA grant. This tool allows any Massachusetts community to estimate its community-wide emissions without the added cost of hiring a consultant. It is a tremendously valuable start, but even it is handicapped by stale data – most notably the 2014 Massachusetts vehicle census, which – more than five years later, remains the most recent valid vehicle census available from the state.

The Communities also believe the Massachusetts Legislature plays an essential role in conveying the voice of citizens as well as providing funding and legal mandate to the goals and path forward for the Commonwealth. There are many valuable elements of the climate legislation currently being considered in the Statehouse, and the Communities urge the Baker Administration to act quickly on this and to seek a compromise to ensure a climate bill is passed early in 2021, which will ensure the 2030 CECP has the full support of the state government.

We are proud to be part of Massachusetts's effort to achieve net zero by 2050 and look forward to collaborating with you to realize our shared goal.

Thank you for your commitment to the climate.

Sincerely,

CITY OF FRAMINGHAM



Dr. Yvonne Spicer  
Mayor

CITY OF MELROSE



Paul Brodeur  
Mayor

CITY OF NEWTON



Ruthanne Fuller  
Mayor

TOWN OF ARLINGTON



Adam Chapdelaine  
Town Manager

TOWN OF ASHLAND



Michael D. Herbert  
Town Manager

TOWN OF CHELMSFORD



Paul E. Cohen  
Town Manager

TOWN OF CONCORD



Stephen Crane  
Town Manager

TOWN OF HOLLISTON



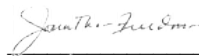
Travis Ahern  
Town Administrator

TOWN OF LEXINGTON



Douglas M. Lucente  
Chair, Select Board

TOWN OF NATICK




Jonathan Freedman  
Chair, Select Board

TOWN OF NORTHBOROUGH



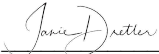
Jason Perreault  
Chair, Board of Selectmen

TOWN OF SHERBORN



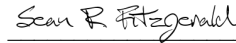
David R. Williams  
Town Administrator

TOWN OF SUDBURY



Janie Dretler  
Chair, Select Board

TOWN OF SWAMPSCOTT



Sean Fitzgerald  
Town Administrator

TOWN OF WELLESLEY



Thomas Ulfelder  
Chair, Select Board

TOWN OF WESTBOROUGH

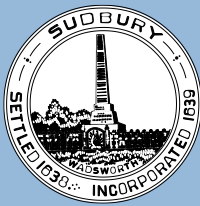


Kristi Williams  
Town Manager

TOWN OF WESTON



Leon Gaumond  
Town Manager



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**7: Transfer and return of gravestones to Town of Natick**

REQUESTOR SECTION

Date of request:

Requestor: Sudbury Historical Commission

Formal Title: Discussion and vote whether to approve the transfer and return of two cemetery gravestones to the Town of Natick, MA, as requested by the Sudbury Historical Commission. SHC members to give brief presentation (Steve Greene and Elin Niterman) (~20 min.)

Recommendations/Suggested Motion/Vote: Discussion and vote whether to approve the transfer and return of two cemetery gravestones to the Town of Natick, MA, as requested by the Sudbury Historical Commission. SHC members to give brief presentation (Steve Greene and Elin Niterman) (~20 min.)

Background Information:

The attached email and ppt presentation provide background on this project. SHC members to give brief presentation (Steve Greene and Elin Niterman).

Financial impact expected:n/a

Approximate agenda time requested: 20 minutes

Representative(s) expected to attend meeting: Chris Hagger (Chair), Elin Nieterman, and Steve Greene of SHC

Review:

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

09/28/2021 6:00 PM

From: [cldh7@aol.com](mailto:cldh7@aol.com)  
To: [hayesh@sudbury.ma.us](mailto:hayesh@sudbury.ma.us) <[hayesh@sudbury.ma.us](mailto:hayesh@sudbury.ma.us)>  
Cc: [duchesneaua@sudbury.ma.us](mailto:duchesneaua@sudbury.ma.us) <[duchesneaua@sudbury.ma.us](mailto:duchesneaua@sudbury.ma.us)>; [shgreene@aol.com](mailto:shgreene@aol.com)  
<[shgreene@aol.com](mailto:shgreene@aol.com)>  
Sent: Tue, Aug 17, 2021 11:01 pm  
Subject: Return of Gravestones to Natick  
Henry,

Last winter two members of the SHC entered the Hearse House and found three gravestones. After questioning former members of the SHC, it was determined that the gravestones were removed by the DPW from a property on Nobscot Road at the request of the homeowner. When the Hearse House was restored circa 2007, the SHC requested that the stones be moved from the DPW building near the school buses to the Hearse House. There the stones lie in a disrespectful state. Despite numerous inquiries of former members of the SHC and town employees, no further information was available about how two of the stones originally came to Sudbury.

Further research by Elin Neiterman, Trustee of the Sudbury Historical Society, established the fact that two of the stones belonged in the Old Burying Ground in South Natick. Representatives from Sudbury visited the cemetery and discovered where the missing stones belonged. Discussions with various groups in Natick peaked everyone's interest. Steve Evers, Chairperson of the Natick Historical Commission, took charge of doing the final research and securing funds for the restoration and placement of the stones. He now awaits our permission to return the stones to Natick.

The Sudbury Historical Commission at its meeting on August 17, 2021 granted approval to release possession of the Jemima Morse gravestone and the John Jones footstone pending approval of the Town Manager and the Select Board. It is our hope that when the restoration and rededication of the stones in the Old Burying Ground in South Natick takes place, that representatives from Sudbury Select Board can be present and some press coverage can cover the event.

The Sudbury Historical Commission requests that steps be taken by the Town of Sudbury to release possession of the two gravestones. We would ask that this request be placed on the Select Board's consent calendar. Thank you for your consideration of this request.

Chris Hagger  
Chair - SHC

Attachment7.a: SHC\_email\_Hagger (4840 : Transfer and return of gravestones to Town of Natick)

# Mystery of Three Gravestones or Secrets of the Hearse House

by  
Steve Greene  
Elin Neiterman

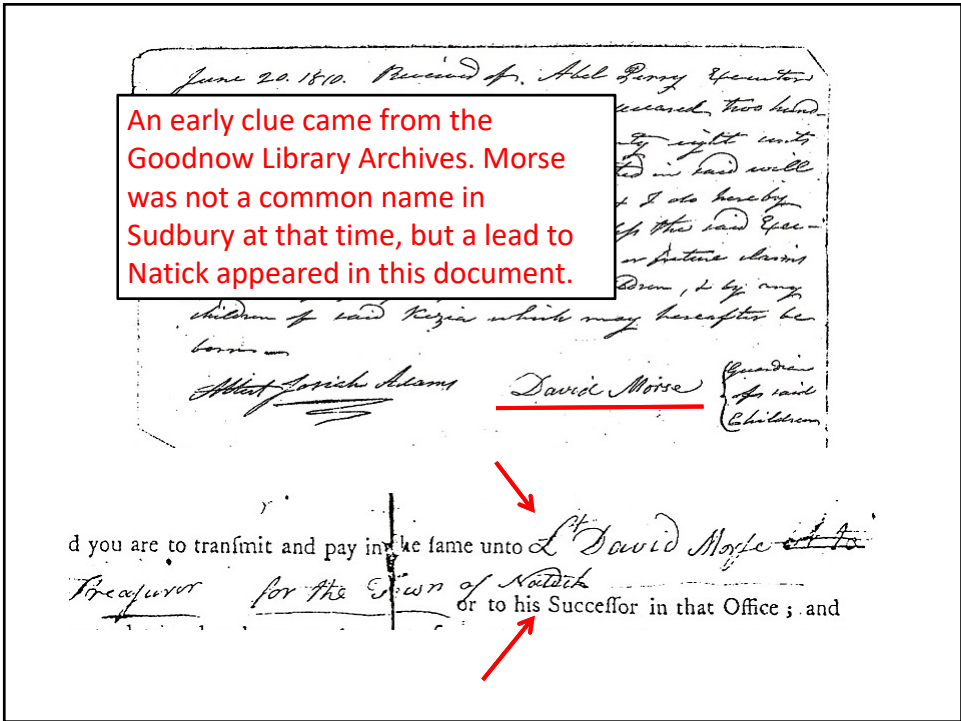
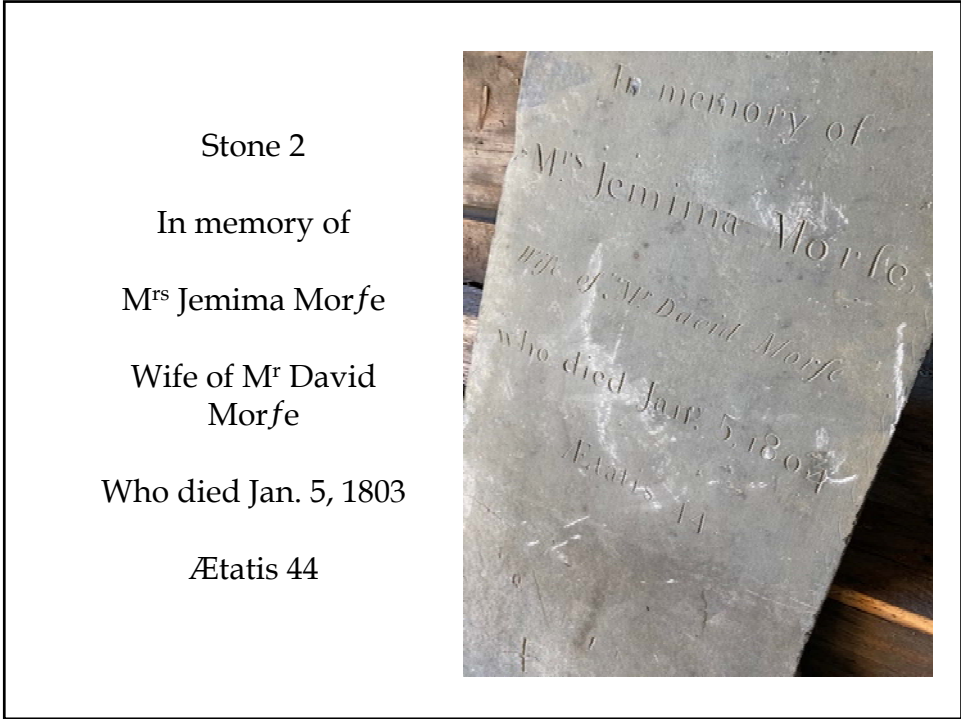
Abridged version for  
presentation to the  
Sudbury Select Board  
September 28, 2021



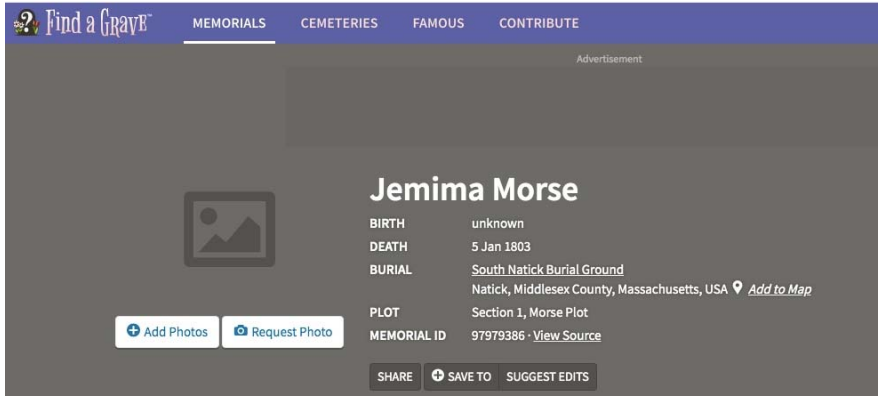
These three stones have been in the Hearse House since the building was restored in 2007. Stone 1 is a Sudbury stone, but stones 2 and 3 remained a mystery.

Attachment 7.b: Grave Stone Talk Abridged (4840 : Transfer and return of gravestones to Town of Natick)

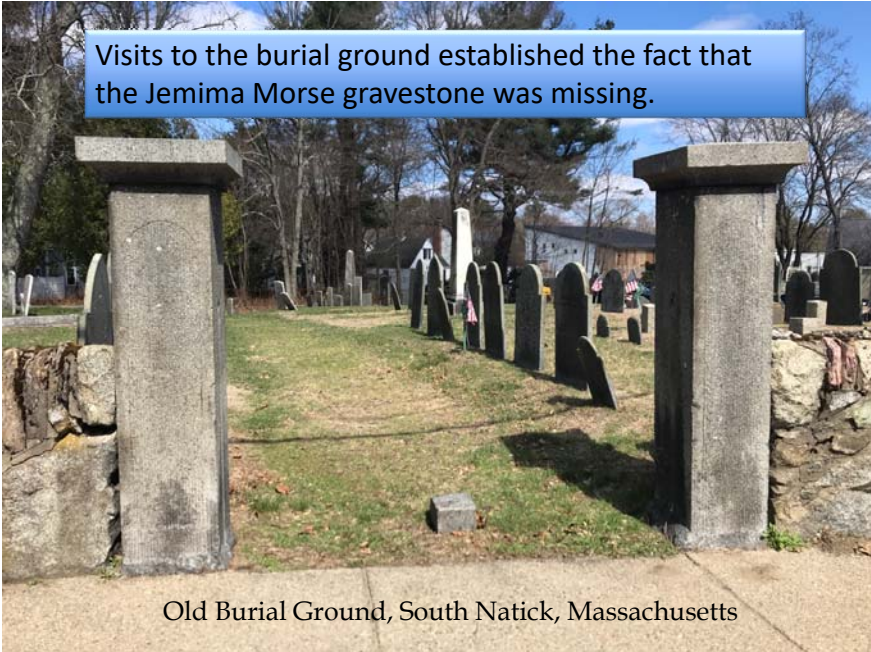




Attachment 7.b: Grave Stone Talk Abridged (4840 : Transfer and return of gravestones to Town of Natick)



Jemima Wood was born circa 1759. She married David Morse in 1779. They had 3 children: Rebeckah, Ester, and Charles. She died January 5, 1803 at age 44.



Old Burial Ground, South Natick, Massachusetts

Attachment 7.b: Grave Stone Talk Abridged (4840 : Transfer and return of gravestones to Town of Natick)



The David Morse stone sits alone. His wife's stone is missing. Steve Evers of the Natick Historical Commission has since discovered the Jemima Morse footstone in a position next to Lt. Morse's stone. David Morse Jr. was born August 28, 1756 in Natick. He was a private in Captain Joseph Morse's Company at Lexington Alarm and also Colonel Patterson's Mass Militia in 1776. He was a captain in the militia and a "forty day man" at Rhode Island in 1780. David was a school teacher, farmer, and for many years served as town clerk and treasurer. He died November 27, 1830.



Massachusetts Historical Commission MACRIS Entry for South Natick Old Burial Ground Circa 1976-1983  
 Excerpt from an attachment to the MACRIS entry:  
 Survey of Individual Stones in the Old Burial Ground South Natick. Either copied or created in 1900 by the president of the Natick Historical Society

IMO	Miss	Moore	Anna	F	7/11/1743	72	A	21	Good	
	Dr.	Morrill	Isaac	M	1838	90	TOHB		Repaired	
IMO	Key. Soldier Capt.	Morse	Charles	M	4/23/1743	60	A	25	Good (slate)	
IMO	Son	Morse	David	M	10/2/1744	8	E	10	Broken chipped (slate)	
HLBTBO	Major Soldier Capt.	Morse	David	M	4/7/1773	77	E	10	Tilted chipped (slate)	
IMO	Major Soldier Lieut.	Morse	David	M	4/21/1730	74	F	21	Cracked thru (slate)	
HLTBO	son	Morse	Ellis	M	8/30/1775	1yr.	E	25	Good	
	none	son	Morse	Ellis, 2nd	M	4/15/1778	4mo.	F	25	Good
IMO	wife	Morse	Esther	F	10/22/1774	43	J	25	Fair chipped (slak)	
IMO	wife	Morse	Jemima	F	4/5/1803	44	F	22	Tilted	
IMO	Major	Morse	Joseph	M	12/16/1779	none	E	14	Fair chipped (slak)	

The final piece of evidence! This inventory shows that the Jemima Morse stone was in place in a tilted condition.

Stone 3

Is this the John Jones from Sudbury?

The stone seems unfinished and is missing most of its foundation.

Sudbury has a John Jones, but this stone does not match any Jones' stones.



South Natick  
Old Burial Ground

In memory of  
John Jones Esq.<sup>1</sup>  
who died  
February 2<sup>d</sup> 1801



Comparison of the inscription  
on the Natick stone (top) with  
the Sudbury stone (bottom)



Born in Weston, Massachusetts in 1716, John Jones was the oldest son of John and Mehitable (Garfield) Jones. He was well respected and carried significant responsibilities in Natick as a teacher, militia colonel, judge, and a deacon of the South Natick church.

In 1760 Jones succeeded Ebenezer Felch as the Natick Proprietors' clerk and surveyor. He became well known for his maps of Natick, eastern Massachusetts, and southern Maine.

From "John Jones -  
the Mapmaker"  
Natick Historical Society

John Jones stone

David Morse stone



David Morse was the son of Pelatiah and Ester Allen. Pelatiah had a sister Hannah Morse who married John Jones Esq. So Hannah Jones and John Jones are the aunt and uncle of David Morse. The family lots are next to each other.

#### Postscript

The establishment of a direct connection between these two mystery stones found in the Hearse House in Sudbury and the Old South Burial Ground in South Natick has been firmly identified. Inquiries have not solved the mystery of how the 2 stones ended up in Sudbury in the first place. The storyline is that a home owner on Nobscot Road asked the DPW to remove the gravestones from their property. The stones were placed in the DPW garage near the school bus parking area. When the Hearse House was moved and restored, the Sudbury Historical Commission claimed possession of the stones.

The Natick Select Board has accepted the return of the stones to Natick, and Steve Evers, Chairperson of the Natick Historical Commission, has obtained funding to restore and place the stones. It is the hope of the Sudbury Historical Commission that a dedication ceremony with officials from both towns present might generate a news story.



Along the way we appreciated the input from Karol Bartlett, Harry Brewster, Ta Mara Conde, Steve Evers, Jim Hill, Jim Kelly, Niki Lefebvre, Lyn MacLean, and Liz Radoski.



*Alfred S. Hudson*

The following resources helped us to put the story together: Ancestry.com, Findagrave.com, Goodnow Library, Hudson's History of Sudbury, Massachusetts Historical Society, Morse Institute Library, Natick Historical Society, and Vital Records of Sudbury to 1850.

A stone remains to mark a life  
 Long after our memories have faded.  
 But if the stone is lost,  
 Our memories seem more distant.

Who was this person in life?  
 At rest at last, but without a stone,  
 Left to the imagination of the ages,  
 Unknown even to history.

S. H. Greene



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**8: ARPA funds discussion**

REQUESTOR SECTION

Date of request:

Requestor: Member Dretler

Formal Title: Discussion on ARPA funds status and prioritization process (~30 min.)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

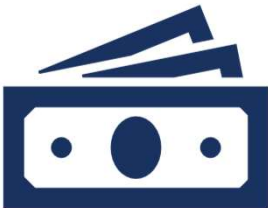
Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

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

09/28/2021 6:00 PM



# AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM DISCUSSION

SELECT BOARD MEETING - SEPTEMBER 28, 2021

SLIDES PREPARED BY SELECT BOARD MEMBER JANIE DRETLE FOR  
CONSIDERATION BY THE BOARD

1

## ELIGIBLE USES OF LOCAL FISCAL RECOVERY FUNDS

- The Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, and more equitable economy as the country recovers. Recipients may use these funds to:
  - Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
  - Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
  - Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
  - Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
  - Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet
  - Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

Source: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

2

## INELIGIBLE USES

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent. The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, 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. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- No recipient may use this funding to make a deposit to a pension fund. Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

Source: <https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>

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## KEY DATES RELATED TO THE RECOVERY FUND

- **March 3, 2021: Beginning of the Recovery Fund "covered period"**
- March 11, 2021: American Rescue Plan Act of 2021 (ARPA), Pub. L. No. 117-2
- May 11, 2021: U.S. Treasury issues Interim Final Rule
- July 16, 2021: Deadline to submit comments on U.S. Treasury's [Interim Final Rule](#)
- August 31, 2021: Deadline for counties to submit first Interim Report to U.S. Treasury
- October 31, 2021: Deadline for counties to submit first Quarterly Project and Expenditure Report
- **December 31, 2024: Funds must be incurred and obligated**
- **December 31, 2026: Funds must be expended to cover obligations and all work must be completed**

Source: <https://www.naco.org/resources/featured/us-treasury-interim-final-rule-guidance-state-and-local-fiscal>

4



# SUDBURY'S FUNDING ALLOCATION AND POTENTIAL PROCESS

5

## FUNDING ALLOCATION FOR SUDBURY

Municipal Allocation	\$2,057,260
County Allocation	\$3,817,753
<b>Total Funding:</b>	<b>\$5,785,013</b>

ARPA Coronavirus Local Fiscal Recovery Fund Allocations by Municipality

Municipality	Population	County	Functional County?	CD1	CD2	US Treasury Classification	DH/ Hardest Hit Community	Municipal Allocation	Municipal Per Capita Amount	County Reallocation	County Reallocation Per Capita	Total Amount	Total Per Capita Amount	Total Paid to Date	Share of Total Paid	FY21 Operating Budget	CLRF as Share of Budget	County Amount	County Amt per Capita	Implied Total Amount with County	Implied Total Amount Per Capita
Sudbury	19,655	Middlesex	N	3rd	5th	Nonentitlement Unit	N	2,057,260	105	3,817,753	194	5,875,013	299	1,028,630	17.5%	108,817,836	5.4%	0	0	5,875,013	299
Sunderland	3,629	Franklin	N	2nd		Nonentitlement Unit	N	379,842	105	704,891	194	1,084,733	299	189,921	17.5%	9,696,785	11.2%	0	0	1,084,733	299
Sutton	9,582	Worcester	N	2nd		Nonentitlement Unit	N	1,002,394	105	1,861,191	194	2,864,125	299	501,467	17.5%	36,144,043	7.9%	0	0	2,864,125	299
Swampscott	15,298	Essex	N	6th		Nonentitlement Unit	N	1,601,203	105	2,973,457	194	4,574,677	299	800,610	17.5%	62,930,223	7.3%	0	0	4,574,677	299

Source: <https://www.mass.gov/doc/coronavirus-local-fiscal-recovery-fund-clrf-funding-allocations-by-municipality-0/download>

6

Attachment8.a: Dretler\_ARPA Slides for Select Board 092821 (updated) (4853 : ARPA funds discussion)

## FUNDING ALLOCATION AND SCHEDULE

Funding Allocation	Amount
Non-Entitlement Community Allocation	\$2,057,260
<ul style="list-style-type: none"> <li>• 50% (\$1,028,630.22) received on June 30, 2021</li> <li>• 2<sup>nd</sup> 50% to be received in 2022</li> </ul>	
Non-Functional County Redistribution Amount	\$3,817,753
<ul style="list-style-type: none"> <li>• 50% received (\$1,908,876.67) on August 17, 2021 and 50% to be received in 2022</li> </ul>	
<b>Total Funding</b>	<b>\$5,785,013</b>
<ul style="list-style-type: none"> <li>• Town may not deficit spend these funds</li> <li>• Annual spending reports submitted on October 15<sup>th</sup> each year</li> <li>• Funds must be allocated by December 31, 2024 and spent by December 31, 2026</li> </ul>	
<b>Total Available Funding as of August 17, 2021</b>	<b>\$2,937,506.89</b>

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## KEY INFORMATION

- Select Board must vote to formally accept ARPA funding
- ARPA is a federal grant under G.L. 44 § 53A and, as such, may be expended without town meeting appropriation.
  - <https://malegislature.gov/laws/generallaws/parti/titlevii/chapter44/section53a>
- Federal grant money is held outside the General Fund in a Special Revenue Fund
- ARPA and CARES Act funding do not roll into free cash; use it or lose it

8

Attachment8.a: Dretler\_ARPA Slides for Select Board 092821 (updated) (4853 : ARPA funds discussion)

## POTENTIAL ARPA PROCESS FOR SUDBURY

- Internal staff to identify preliminary needs by XX/XX/XX
- Conduct needs assessment from stakeholders and create outline of draft investment priorities
- Select Board Presentation on XX/XX/XX
- Select Board consider and vote final ARPA investment priorities on XX/XX/XX
- Other considerations...

**DRAFT**

9

## IDENTIFY KEY STAKEHOLDERS

### Stakeholder Engagement

- Town staff
- Select Board
- Town Boards/Committees/Commissions
- Residents

10

Attachment8.a: Dretler\_ARPA Slides for Select Board 092821 (updated) (4853 : ARPA funds discussion)



## RESOURCES

- State of Massachusetts
  - <https://www.mass.gov/info-details/about-covid-19-federal-funds>
  - <https://www.mass.gov/doc/coronavirus-local-fiscal-recovery-fund-clfrf-funding-allocations-by-municipality-0/download>
- Division of Local Services
  - <https://www.mass.gov/lists/guidelines-opinions-and-advisories#2021-bulletins->
- Massachusetts Municipal Association
  - <https://www.mma.org/resources/federal-funds-resources/>



Henry L. Hayes, Jr.  
Town Manager

**TOWN OF SUDBURY**  
*Office of the Town Manager*  
[www.sudbury.ma.us](http://www.sudbury.ma.us)

278 Old Sudbury Road  
Sudbury, Massachusetts 01776  
Tel: (978) 639-3381  
Fax: 978-443-0756  
Email: [townmanager@sudbury.ma.us](mailto:townmanager@sudbury.ma.us)

September 23, 2021

Subject: American Rescue plan Act Funding (ARPA) Thoughts and Ideas

Honorable Select Board Members,

In effort to expose the Board to some of the thoughts from the professional staff, below is a list for your consideration. This is not intended to be considered all-inclusive or exhaustive. I expect to continue to refine and add to this list, and subsequently include cost estimates.

**Process is really important to consider:**

- Select Board members' and community: priorities, plans and interests
- Professional Staff: service delivery and functional needs
- Town boards, committees and commissions
- General public

**Avoid:**

- Duplicating support to areas that are funded in other special sources.
- A sustained program that requires a revenue stream to keep it going, these funds will end!
- If we have something we are trying to do in the future, and we are only 1-2 years out, could we approach this as a bridge to get us there faster, without creating a systemic/structural deficit at the onset?

**Staff feedback and thoughts:**

1. **DPW:**

- a. **Wastewater project** offset? This total project may be in the \$20M range
- b. **Stormwater project** offset? Rehabilitation of all the stormwater in Platts Mill Road and Goodmans Hill Road

2. **Fire Dept Items:**

- a. Purchase of a **new stretcher, new stair chairs, and new CPR machine**, this equipment is not included in our new ambulance purchase and is directly related to the "American Rescue Plan"
- b. **Opioid impacts** offset info: From the public safety aspect both the Fire and Police Departments could start a naloxone leave behind program. We have not done this in the program in the past due to the high cost, each leave behind kit is about \$125.00 each in addition the cost of training our personnel and putting together an outreach program. **(Need to be mindful that there may be some funds that come from opioid litigation – no guarantee on timing or amount)**

- c. Purchase of **portable two-way radios**, many of the units that we are using were purchased in 2001 and are at end of life with no replacement parts available. The cost of each unit is about \$4,000.00. We recommend the purchase of 15 units at a total cost of \$60,000.00.
  - d. **New record management system (RMS)** for the Fire Department. I received notification from our current program provider (FireHouse) that our system will no longer be supported in the future. The current RMS is 21 years old and has been replaced by a web-based platform which will cost five times what we currently pay each year.
3. **Police Dept:** Training
  4. **Broadband items:** Info Systems, Planning
  5. **Planning:** Offset to the long-term funding source for the Go Sudbury! Transportation Program. The program subsidizes taxi and Uber rides to take people where they need to go within 25 miles of Sudbury. Here is a link with more information about this on-going program which is currently being paid for by a grant from MAPC and MassDevelopment:  
<https://sudbury.ma.us/transportation/2021/05/12/low-cost-transportation-options-for-sudbury/>  
 (Note: the Sudbury Connection Van Service is not part of the Go Sudbury! Program)
    - a. Between September 2020 and January 2021, we offered 100% subsidized taxi rides to people 50 years of age or older, 18 years of age or older with a disability that limits driving, active duty military or veteran of the armed forces, residents with a financial need, and essential workers requiring transportation for work; for trips to work, medical appointments, grocery shopping, or other trips; we expended over \$22,000 in the 5 months.
  6. **Senior Center:**
    - a. **Transportation funding** would be very valuable – transportation needs are clear from the data in two pilots that we are offering for older residents, veterans, residents with disabilities, and persons with financial need.
    - b. **Innovation:** Costs of operating in new ways due to the pandemic, such as new microphones for instructors doing hybrid classes.
    - c. Update the “accessible” **outdoor fitness equipment** at Haskell Field
    - d. Updated equipment and design of the **Haskell Field adult fitness area** (corner of Hudson and Fairbank Roads), as well as the updates and improvements to the walking path around the field, so that the path could become a fitness trail appropriate for all ages.
  7. **Sudbury Water District:** PFAS mitigation? Discussion pending...
  8. **School program enhancements?** (avoid any structural deficit establishment, what would be: single payment items, programs, training...)
    - a. **Equity Focus:** Addressing educational disparities including expanded early learning services, providing resources to high-poverty districts, tutoring, afterschool programs, childcare, social, emotional and mental health needs, under-resourced families and foster youth.
    - b. Schools also will get **ESSER-III funds**
  9. **Infrastructure for electric vehicle charging stations?** Long-term asset that supports reduction of pollution and encourages future e-vehicle purchases/use.
  10. **Solar panels:** Can we purchase more with these funds?
  11. How does **ADA infrastructure/enhancements** align with ARPA fund use?
  12. **Town Clerk:** General Code to update Town Code: Codification project - I believe that this project could be eligible for ARPA funding. Estimated to be \$10,000 over 2 years.
  13. **Social Services and Support:**





**TOWN OF SUDBURY**  
*Office of the Town Manager*  
 www.sudbury.ma.us

Henry L. Hayes, Jr.  
 Town Manager

278 Old Sudbury Road  
 Sudbury, Massachusetts 01776

Tel: (978) 639-3381

Fax: 978-443-0756

Email: townmanager@sudbury.ma.us

- a. **Vulnerable Residents** support – Rental Asst Prog, Social Worker hours, Senior Center, brain-based and other disabilities, low-income resident
  - b. **501(c)3s** in Sudbury?
  - c. **Social programs:** training, seminars, financial literacy, entrepreneurial guidance
14. **Rejuvenation of the economy:** Would require clear transparency, amounts to be earmarked, risk mitigation
15. **Chamber of Commerce:** Ideas?
16. Any ideas regarding benefits to: election staff, childcare workers, grocery workers?
17. **Losses of revenue:** Are there any applications related to Sudbury? Strict guidance.

Respectfully submitted,

Henry L. Hayes, Jr.  
 Town Manager



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**9: Fairbank update with Town Manager**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Fairbank update and discussion with Town Manager. (~25 min.)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested: 25 minutes

Representative(s) expected to attend meeting:

Review:

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

09/28/2021 6:00 PM

# Fairbank Community Center

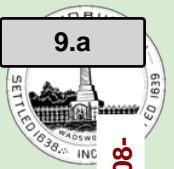
Bill Barletta,  
Staff Project Lead

**Goal:** Replacement of current building

Original Target	Current Target
2024	2024

Risk		Controls (Options)
Secure OPM, take from feasibility to design phases	Low	<ul style="list-style-type: none"> <li>RFQ clearly states deadline.</li> </ul>
Final Design to Construction	Low	<ul style="list-style-type: none"> <li>This project has an aggressive timeline, delays on decisions may impact timeline and costs based on rates at any given time.</li> </ul>

Original Plan	Current Budget
\$28,832,000	\$28,832,000



Milestone	Original	Current (Actual)	Notes
Interview and select OPM	2021-01-29	Completed	Compass. 14 RFQ proposals rcv'd 2021 Jan 14 NLT 2 PM, Interviews 2021 Jan 28. Compass selected to enter negotiations.
Architect / Designer Selection	2021 FEB	Completed 2021 April	BH+A. <b>Contact for Site Survey in place with Town, site survey work begun 4/14/21. Draft Survey due 6/8/21 and Final on 7/22/21. OPM has contracted for GeoTech exploration, to be incorporated with Site Survey for use by architect in design.</b> 12 submissions, 3 interviews scheduled 2021 April 15. responses due/18 Mar. Walk through/11 Mar. RFQ/25 Feb.
SD/DD/CD/100% CD	2021 JAN	In Process 2021 July	Geo Tech and Site Survey work complete. Schematic Design very nearly complete. Next step is Design Development.
CMR Selection (if required)	2021 SUMMER		Design/Bid/ Build process selected over Construction Manager at Risk.
Early Bid packages (if needed)	2021 FALL		
Bidding	2022 FEB		
Construction	2022 MAY thru 2023 DEC		Construction to begin, duration of 20 months.
Demolition			
Project completion	2024	2024	

Funding Source	Appropriated	Unspent	Contracts
2020 Annual Town Meeting (passed Nov 2020 Ballot)	\$28,832,000	\$28,818,870	
	\$	\$153,520	OPM: Compass Project Management Samiotes Consultants, Inc. (thru 6/26/21) Architect: Bargmann Hendrie+Archetype, Inc. (thru 5/31)
	\$		
	\$	\$	
	\$	\$0	
	\$	\$	
<b>TOTAL</b>	<b>\$28,832,000</b>	<b>\$28,678,480</b>	

Attachment 9.a: KPI - Fairbank SB Project Status Update 21-08-

Sudbury Fairbank Community Center  
 August 16, 2021 updated September 9, 2021

**PROJECT COST RECONCILIATION WITH FUNDED AMOUNT**

	<b>PM&amp;C</b>
schematic design estimated construction cost	\$25,266,251
funded amount	\$23,000,500
<b>budget overage</b>	<b>\$2,265,751</b>

**1) PBC Accepted Items**

Item #	Description	Estimate	Funded	Recommendation	Notes
1	Delete Master Clock which was added as a suggestion by the estimator but not required.	\$6,565	\$6,565	recommended	
2	Maintain all existing switches, servers and IT head end.	-	-		
3	Convert 60% of concrete sidewalks to asphalt and substitute granite curb for asphalt in those locations	\$117,114	\$117,114	recommended	
4	Delete Trellis on back side of existing blank pool viewing exterior wall	\$55,146	\$55,146	recommended	
5	Single rest room in preschool (create a closet and add toilet later)	\$16,441	\$16,441	recommended	use party wall plumbing funde by Sustainability Committee
6	Eliminate electric charging stations (potential planning board requirement)	\$26,260	\$26,260	recommended	
7	Eliminate exterior patio at multipurpose space. Lawn only.	\$17,913	\$17,913	recommended	
8	Eliminate lighting at 1 Basketball Court	\$39,390	\$39,390	recommended	
9	Defer 1 Basketball Court	\$34,038	\$34,038	recommended	
10	Replace picnic table area with lawn	\$28,420	\$28,420	recommended	
12	Reduce the building area by 2,006 sf	\$531,353	\$531,353	recommended	gym, corridor, MPR bay window
13	Wood Framed Structure in lieu of steel and light gauge metal framing	\$212,162	\$212,162	recommended	
14	Second fire stair to be wood in lieu of steel if structure is changed to wood	\$20,840	\$20,840	recommended	
17	Eliminate staff toilets on senior center side (in office area)	\$65,766	\$65,766	recommended	verify scope
18	Reduced bay window size at preschool	\$3,227	\$3,227	recommended	
19	Defer sidewalk at Fairbank Road, retains sidewalk connections to crosswalks. (it may be a Planning Board requirement;)	\$31,322	\$31,322	Recommend	
total PB accepted savings		\$1,205,957	\$1,205,957		
remaining overage after acceptance of savings		\$1,059,794	\$1,059,794		

**2) PBC Recommends acceptance pending User Group Confirmation**

22	Defer Kitchen Equipment (this becomes a fundraising effort)	\$164,125	\$164,125	Refer to users, PBC Recommends	Concern from SFD, alternate funding would be needed for shelter to open
23	Defer Kitchenette Equipment (this becomes a fundraising effort)	\$4,202	\$4,202	Refer to users, PBC Recommends	reuse existing equip
24	Defer provisions & lighting at 2nd Basketball Court	\$59,085	\$59,085	Refer to users, PBC Recommends	includes conduits
26	Reduce parking lots by 33% (-48 parking spaces); does not expand impact area in the water resource zone	\$297,208	\$297,208	PBC recommends vs loss of ~1,100sf program loss, Conditioned on parking study allows required parking based on scheduled use	Concern from Users, Request to verify remaining parking count and layout
28	Deduct 1 operable partition at program room - rec department. Replace with fixed wall partition	\$44,077	\$44,077	PBC Recommended	
total savings		\$568,697	\$568,697		
remaining overage after acceptance of savings		\$491,097	\$491,097		

Attachment9.b: VE Log Sudbury FCC log updated Sep 9 2021 (4844 : Fairbank update with Town

Sudbury Fairbank Community Center  
 August 16, 2021 updated September 9, 2021

**PROJECT COST RECONCILIATION WITH FUNDED AMOUNT**

	<b>PM&amp;C</b>
schematic design estimated construction cost	\$25,266,251
funded amount	\$23,000,500
<b>budget overage</b>	<b>\$2,265,751</b>

**3) Additional Cost Saving Options (using PM&C estimate values)**

Target Saving

ID	Description	Target Saving	Actual Saving	Notes
32	Defer the pool filtration equipment	\$140,000	\$140,000	Reviewed with Users
40	Single door elevator.	\$10,000	\$10,000	Reviewed with Users
41	Hydraulic elevator.	\$5,000	\$5,000	Reviewed with Users
42	Change window specification (triple glazing is a sustainability option)	\$20,000	\$20,000	Reviewed with Users
44	Reduce glass sidelights and doors inserted for transparency, spatial zoning and safety	\$20,000	\$20,000	Reviewed with Users
45	Delete Corridor Bench	\$2,200	\$2,200	Reviewed with Users
46	Delete Dedication Plaque	\$3,000	\$3,000	Reviewed with Users
47	Delete Fireplace at Senior Lounge including gas line and mantle	\$15,000	\$15,000	Reviewed with Users
48	Delete Roof Hatch and Ladder for roof access	\$4,200	\$4,200	Reviewed with Users
49	MPR wood wall finishes	\$40,000	\$20,000	Reviewed with Users
50	Senior Lounge wood wall finishes	\$24,000	\$12,000	Reviewed with Users
51	Fitness Mirrors	\$10,000	\$10,000	Reviewed with Users
52	Change tile floor in locker room to Epoxy	\$40,000	\$40,000	Reviewed with Users
53	Reduce grade of SPS carpet	\$5,000	\$5,000	Reviewed with Users
55	MPR cabinets	\$5,000	\$5,000	Reviewed with Users
56	Lounge Desk	\$20,000	\$20,000	Reviewed with Users
58	Large Program Room Cabinet	\$6,000	\$6,000	Reviewed with Users
60	HVAC Savings for individual heat pumps in lieu of central heat pumps (a sustainability issue)	\$40,000	\$40,000	Reviewed with Users
61	Electrical light fixture savings	\$20,000	\$20,000	Reviewed with Users
62	Obtain Light Fixture & other Utility Company Rebates	\$25,000	\$25,000	Reviewed with Users
63	Replace concrete unit pavers at building entrances and terraces with concrete pavement	\$30,000	\$30,000	Reviewed with Users
64	Reduce shrubs/perennials by 35%	\$35,000	\$35,000	Reviewed with Users

Reduced to Half  
 Reduced to Half

total potential savings	\$519,400	\$487,400
overage after acceptance of savings	-\$28,303	\$3,697

Attachment9.b: VE Log Sudbury FCC log updated Sep 9 2021 (4844 : Fairbank update with Town

Sudbury Fairbank Community Center  
 August 16, 2021 updated September 9, 2021

**PROJECT COST RECONCILIATION WITH FUNDED AMOUNT**

**PM&C**

schematic design estimated construction cost	\$25,266,251
funded amount	\$23,000,500
<b>budget overage</b>	<b>\$2,265,751</b>

**4) Items discussed with the Users, but tabled from the VE discussion**

ID	Description	Amount	Status	Notes
11	Defer pool tank tile repairs (pool draining to be scheduled during pool down time)	\$39,390	Not Included	
20	Reduction of 8 parking spaces	\$10,420	Not Included	Not Recommended (reference)
21	Use a sports flooring rather than wood in the gym	\$59,831	Not Included	PBC Recommend Refer to users, PBC Recommends
25	Defer 2nd Basketball Court	\$53,694	Not Included	
27	Eliminate both exterior camp toilets near pool viewing	\$79,808	Not Included	PBC Recommended
29	Eliminate 1 movable partition at SPS conference rooms	\$27,238	Not Included	PBC Recommended
30	Reduce overall kitchen size by 30%	\$8,444	Not Included	PBC Recommended
32	Reduce Senior program by 1 program room	\$185,500	Not Included	
33	Reduce recreation by 1 program room	\$185,500	Not Included	
37	Eliminate the fitness room and add an additional curtain to subdivide the gym.	\$190,000	Not Included	
39	Eliminate the small SPS conference room. (has to match area reduction from SC below)	\$79,500	Not Included	
43	Eliminate clerestory windows at gym	\$30,000	Not Included	panels replaced with siding & wall
54	Volleyball sleeves in gym floor	\$3,200	Not Included	
57	Arts & Crafts Cabinet	\$7,000	Not Included	
59	Preschool Cabinets	\$12,000	Not Included	
64A	Reduce entire landscape scope including balances shrubs/perennials by 65%	\$65,000	Not Included	Not recommended by project team
15	Reduce plumbing fixtures to code minimum.	-		TBC
65	Reuse gravel base and pavement for existing parking as possible	tbd	Not Included	
66	Basketball courts fall within existing parking footprint; overlay the existing parking to make courts	tbd	Not Included	still need fencing, and hoops
67	Simplify Gym Roof (reduce overhang and details)	\$20,000	Not Included	PBC previously Rejected
68	Flat Roof at Two Story SPS	\$142,793	Not Included	PBC previously Rejected

total potential savings	\$1,199,318	\$0
overage after acceptance of savings	<b>-\$1,227,621</b>	\$3,697

Attachment9.b: VE Log Sudbury FCC log updated Sep 9 2021 (4844 : Fairbank update with Town

REVISIONS

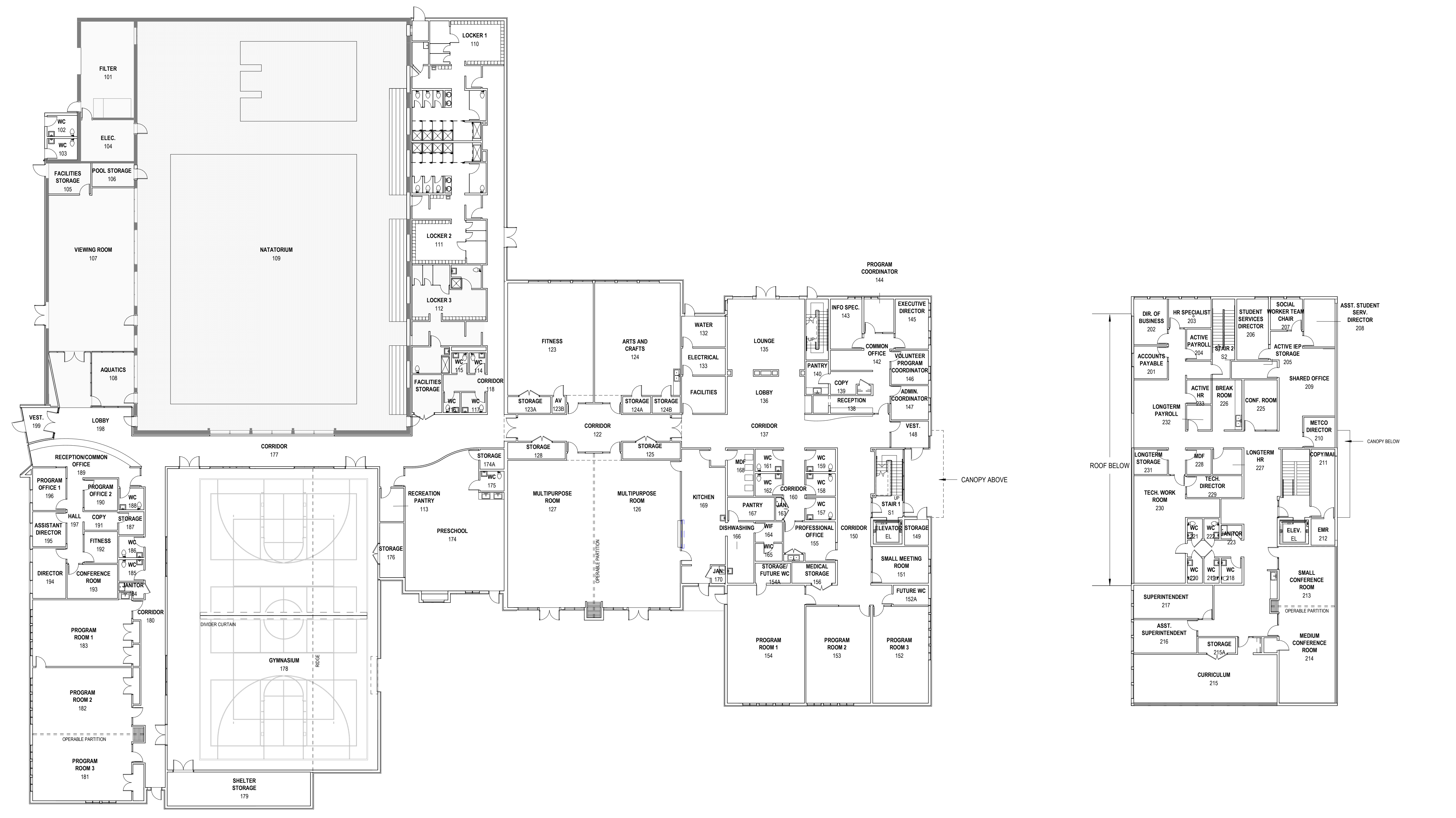
NO.	DATE	DESCRIPTION

DRAWING TITLE  
**Floor Plans**

DRAWING INFORMATION

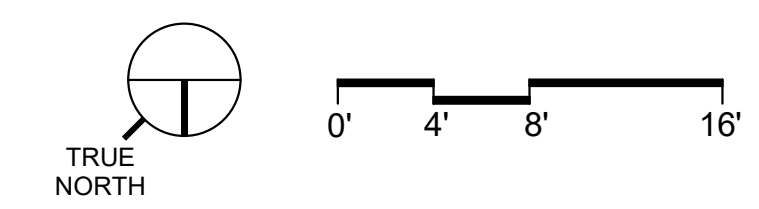
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3452.00	PROJECT #
RY	DRAWN BY
	FILE NAME

DRAWING NUMBER  
**P100**

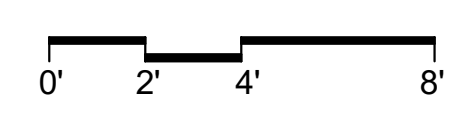
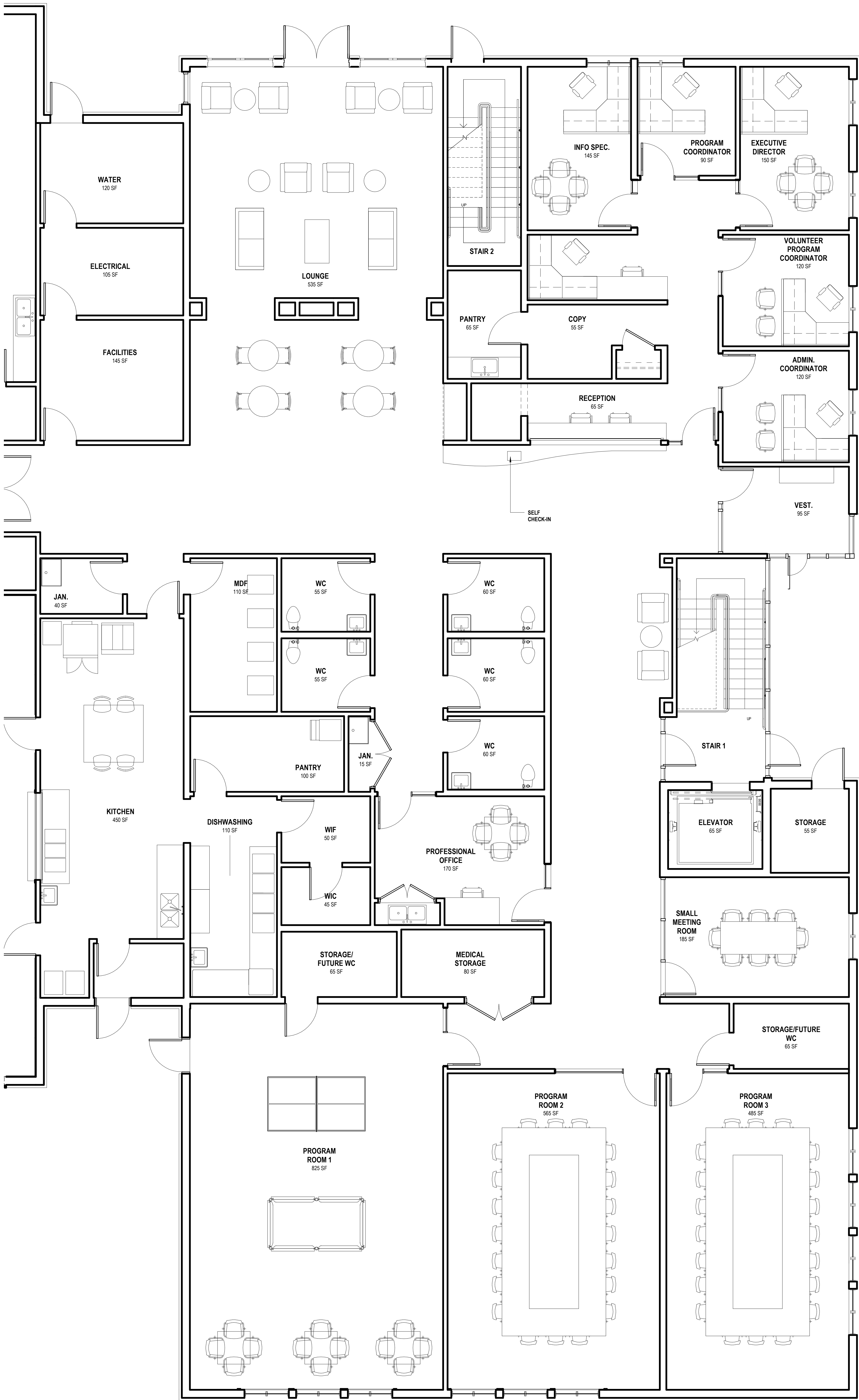


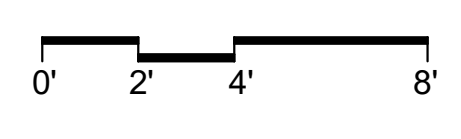
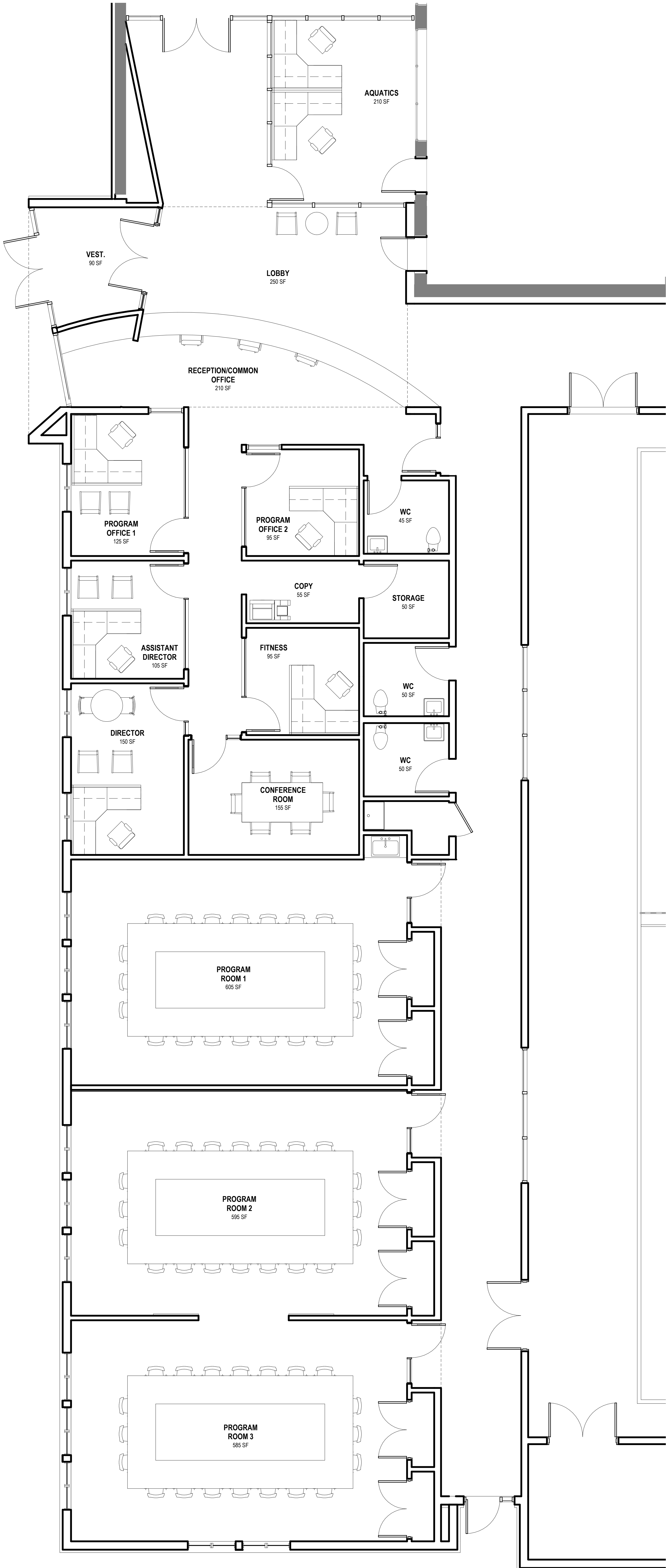
**1 First Floor Plan**  
 1/16" = 1'-0"

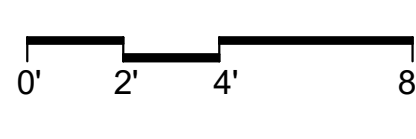
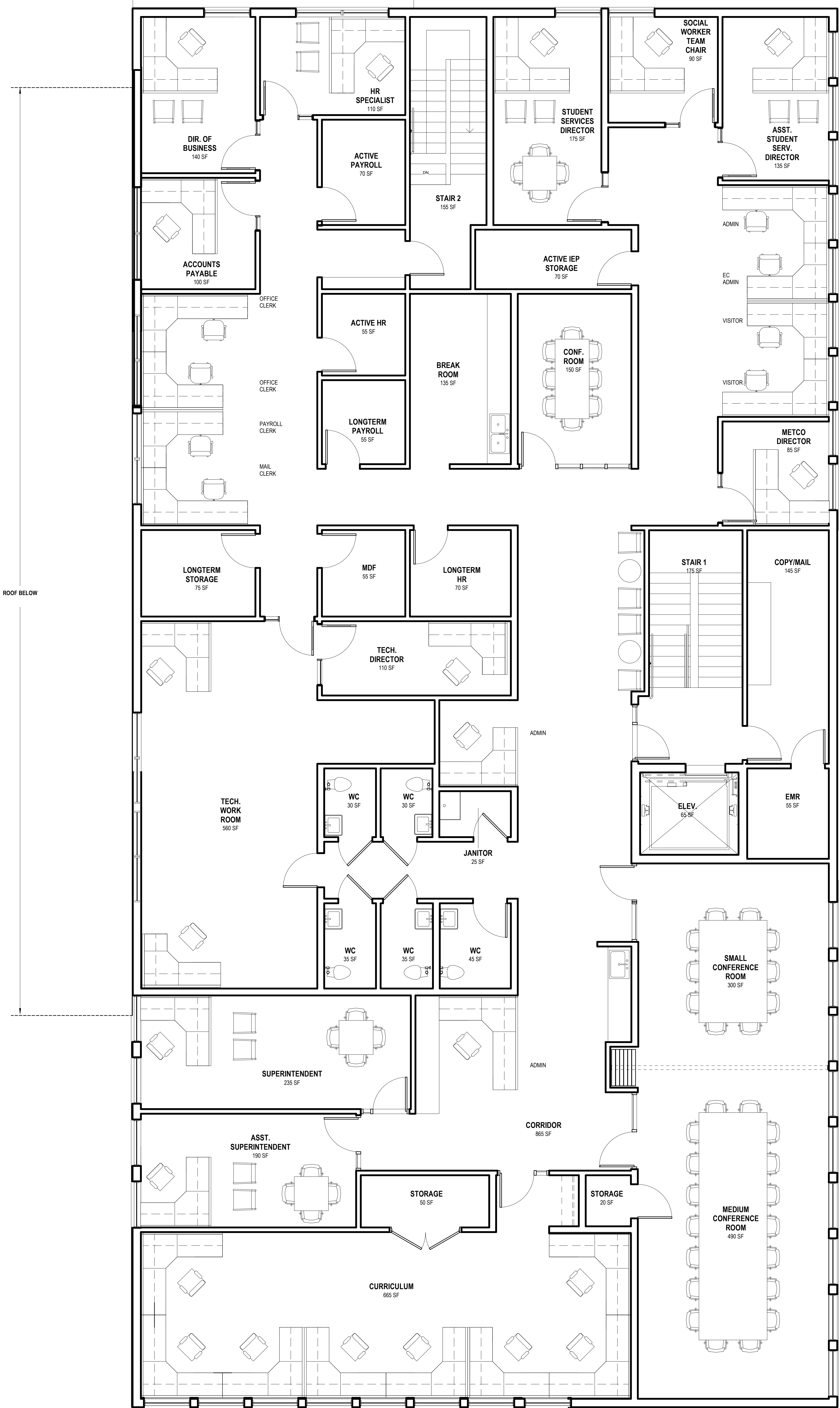
**2 Second Floor Plan**  
 1/16" = 1'-0"

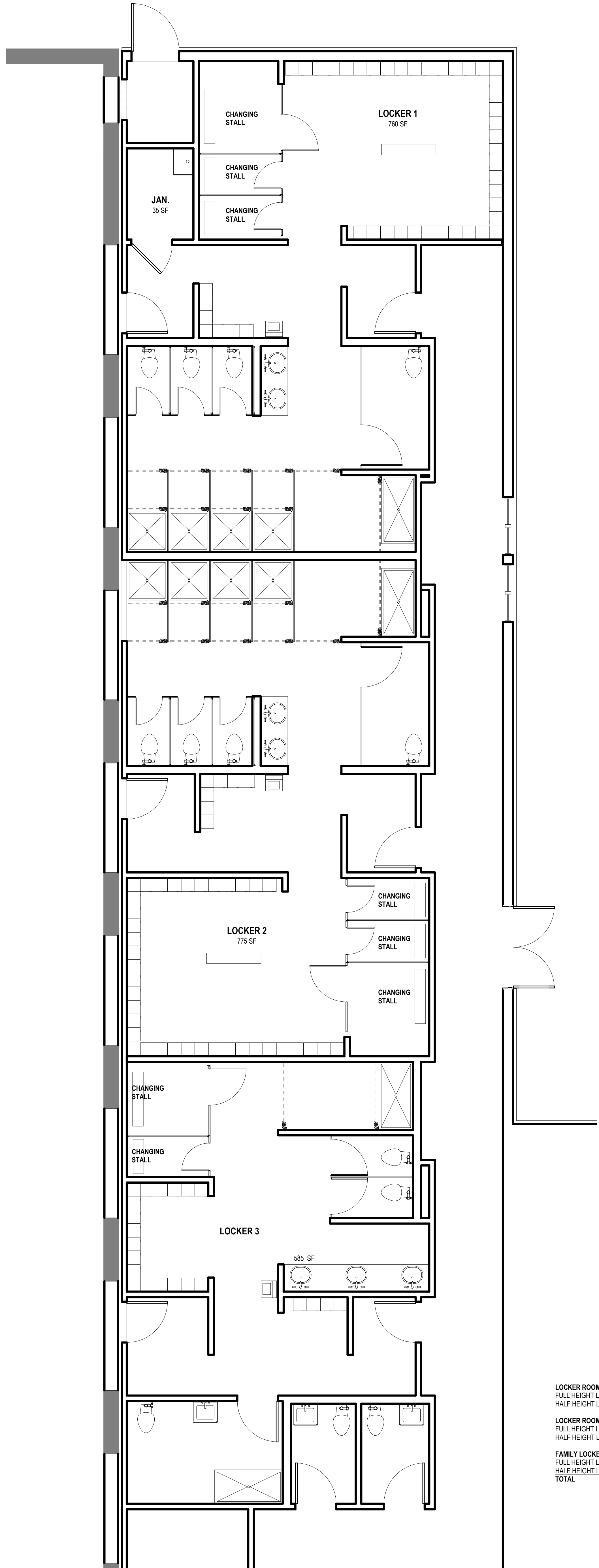












	EXISTING	PROPOSED	DELTA
<b>LOCKER ROOM 1</b>			
FULL HEIGHT LOCKERS	17	0	-17
HALF HEIGHT LOCKERS	72	82	+10
<b>LOCKER ROOM 2</b>			
FULL HEIGHT LOCKERS	22	0	-22
HALF HEIGHT LOCKERS	92	82	-10
<b>FAMILY LOCKER ROOM</b>			
FULL HEIGHT LOCKERS	0	0	0
HALF HEIGHT LOCKERS	0	40	+40
<b>TOTAL</b>			<b>+1</b>











REVISIONS

NO.	DESCRIPTION	DATE

DRAWING TITLE  
**Phase 2A/2B Site Phasing Diagram**

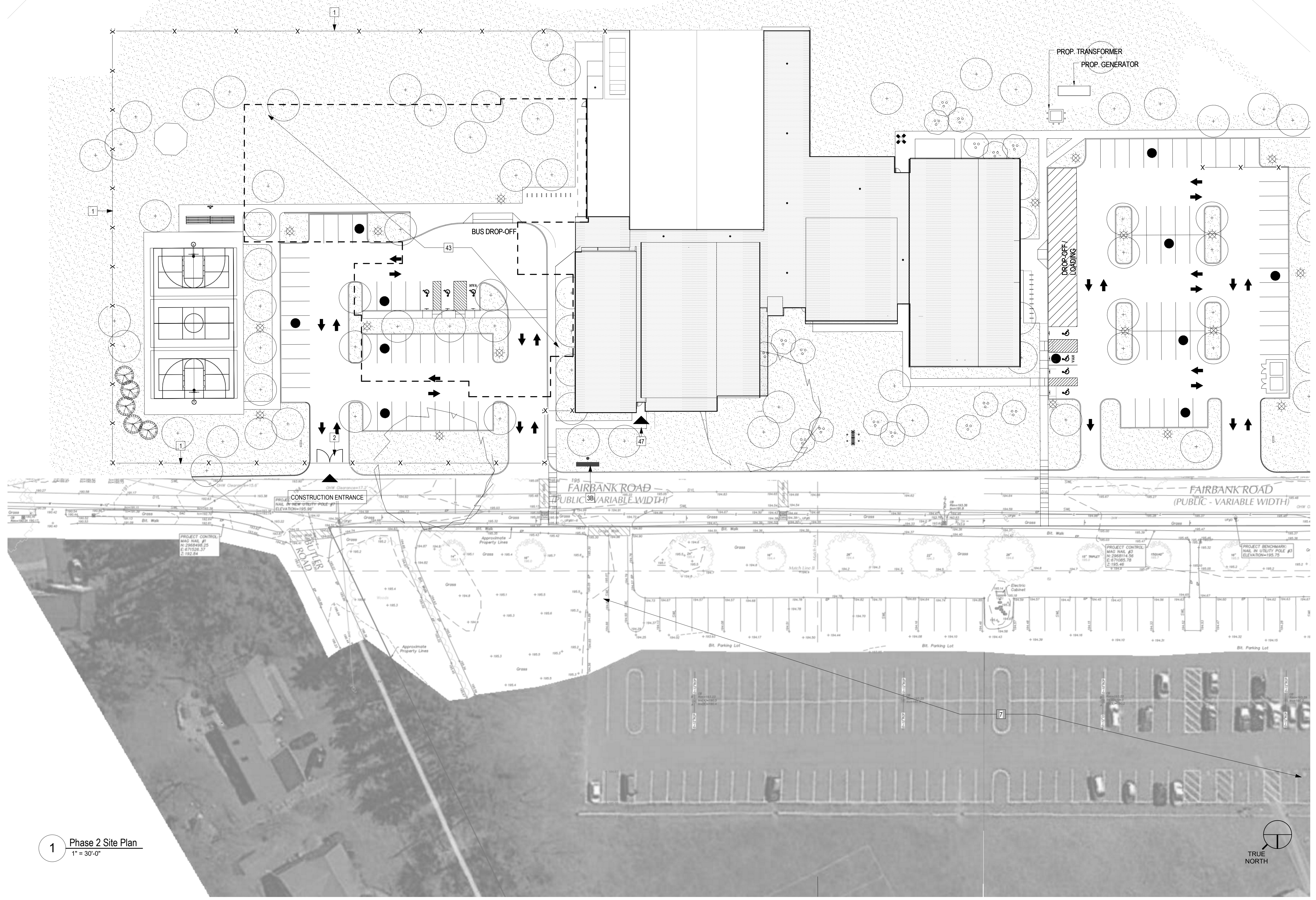
DRAWING INFORMATION

9/22/2021	DATE OF ISSUE
Owner Review	DESCRIPTION
1" = 30'-0"	SCALE
3452.00	PROJECT #
	FILE NAME

DRAWING NUMBER  
**A006**

**PHASING NOTES**

- 1 CONSTRUCTION FENCE
- 2 CONSTRUCTION GATE
- 3 CONSTRUCTION SIGN - PATH CLOSED
- 3A CONSTRUCTION SIGN - RECREATION DEPT/ ATKINSON ACCESS W/ DIRECTIONAL ARROW
- 3B CONSTRUCTION SIGN - RECREATION DEPT. / ATKINSON POOL ENTRY W/ DIRECTIONAL ARROW
- 4 NEW EGRESS DOORS: NEW WALL OPENING W/ HOLLOW METAL DR & FRAME
- 4A MAINTAIN ACCESS TO EGRESS DOORS AT ALL TIMES
- 4B GRUB, STRIP TOP SOIL, PROVIDE GRAVEL AND STONE DUST PATH FROM NEW DOOR TO EXISTING WALK
- 5 NEW ENTRY DOORS TO REC DEPT & POOL: NEW OPENING & METAL DR FRAME
- 5A MAINTAIN ENTRY PATH & EGRESS AT ALL TIMES
- 6 NEW EGRESS DOOR FROM POOL: NEW WALL OPENING W/ NEW METAL DOOR AND FRAME. RELOCATE EXIT SIGN AND FIRE ALARM PULL STATION ABOVE AND ADJACENT TO DOOR.
- 6A NEW EGRESS PATH FROM DOOR TO GRADE, PATH TO BE BUILT UP W/ GRAVEL AND STONE DUST FINISH
- 6B WIDEN EXISTING PATH BY 6'-0" WITH GRAVEL AND STONE DUST
- 6C PROVIDE NEW TEMPORARY EGRESS DOOR WITH REQUIRED SWING DIRECTION
- 7 EXISTING HASKELL FIELD PARKING: COORDINATE CONSTRUCTION PARKING W/ TOWN: NO EQUIPMENT OR MATERIAL STORAGE AT ANY TIME.
- 7A DAILY CONTRACTOR PARKING, NO OVERNIGHT PARKING, NO STORAGE OF MATERIALS, NO PARKING OF EQUIPMENT, EQUIPMENT ACCESSORIES, STORAGE CONTAINERS OR SIMILAR ITEMS.
- 8 EXISTING PARKING TO REMAIN, NOT CONSTRUCTION PARKING AT ANY TIME
- 9 NEW SIGNALLED CROSSWALK INSTALLED DURING PHASE 1
- 10 EXISTING FIRE DEPARTMENT CONNECTION
- 11 EXISTING SOLAR PANEL DISCONNECT
- 12 EXISTING CATCH BASINS TO FAIRBANK ROAD TO REMAIN
- 13 MAINTAIN OR PROVIDE TEMP. MEASURE TO CONTROL DIRECT STORMWATER FROM FAIRBANK ROAD DURING CONSTRUCTION UNTIL NEW CONSTRUCTION COMPLETED
- 15 ELECTRICAL SUBCONTRACTOR TO PROVIDE TEMP. LIGHTING, FIXTURE AT DOOR SHALL BE OPEN EMERGENCY CIRCUIT
- 16 ELECTRICAL SUBCONTRACTOR TO PROVIDE NEW EGRESS SIGNS, AND FIRE ALARM PULL STATIONS AT TEMPORARY ENTRY EXIT
- 17 EXISTING GENERATOR TO REMAIN IN OPERATION THROUGHOUT CONSTRUCTION
- 18 EXISTING UNDERGROUND ELECTRICAL SERVICE TRANSFORMER TO REMAIN THROUGHOUT CONSTRUCTION
- 19 EXISTING GAS SERVICE TO REMAIN THROUGHOUT CONSTRUCTION
- 19 EXISTING WATER SERVICE TO REMAIN A THROUGHOUT CONSTRUCTION
- 20 EXISTING BOILER & ELECTRICAL SERVICE LOCATION
- 21 NEW EXTERIOR ENTRANCE CORRIDOR FOR RECREATION DEPT. & POOL
- 21 RELOCATED DOOR, NEW DOOR AND HARDWARE FOR ACCESS
- 22 EXISTING POOL FILTRATION EQUIPMENT, TO REMAIN IN OPERATION DURING PHASE 1
- 24 NATATORIUM TO REMAIN IN OPERATION DURING PHASE 1: NOTE THE POOL SPACE IS MAINTAINED AT ROUGHLY 45 DEGREES
- 25 TEMPORARY INSULATED VAPOR SEALED PARTITION SEPARATING POOL AND NEW WORK
- 27 SECURE EXIT DOORS AND REMOVE EXIT SIGNS; PROVIDE NEW DIRECTIONAL SIGNAGE AND EXIT SIGNS
- 28 NEW PARTITION AND LOCATION OF RECREATION DEPARTMENT/ POOL CHECK-IN
- 28 NEW TEMPORARY CHECK-IN/ CONTROL
- 28A RELOCATE POWER DATA EQUIPMENT FROM EXISTING, COORDINATE RELOCATION OF EQUIPMENT WITH OWNER
- 29 SECURE EXISTING ENTRY; REMOVE EXIT SIGNS AND PROVIDE DIRECTIONAL SIGNAGE
- 33 NEW EXTERIOR TOILETS; EXTENT OF CONSTRUCTION DURING PHASE 1 TO BE DETERMINED BY CONTRACTOR; UNDERGROUND SANITARY WORK RESTRICTED IN PHASE 1
- 40 AFTER SUBSTANTIAL COMPLETION IS ACHIEVED IN PHASE 1, TOWN STAFF WILL RELOCATE INTO NEW BUILDING; TOWN WILL MOVE FURNITURE & EQUIPMENT; REFER TO LIST AND DOCUMENTS OF ITEMS TO REMAIN AND BE DEMOLISHED BY CONTRACTOR.
- 41 TERMINATE AND MAKE SAFE ALL UTILITY SERVICES INTO BUILDING; COORDINATE WITH SWITCH OVER OF GAS, WATER, AND ELECTRICAL TO FILTRATION ROOM AND EXISTING ELECTRIC ROOM.
- 42 HAZARDOUS MATERIALS ABATEMENT OF EXISTING STRUCTURE
- 43 DEMOLITION OF EXISTING BUILDING INCLUDING FOUNDATIONS AND FOOTINGS
- 44 TEMPORARY SHORING OF EXTERIOR WALL AND ROOF CONSTRUCTION/ CONSTRUCT TEMPORARY BARRIER
- 45 COMPLETE INSTALLATION OF WATER/FIRE PROTECTION/ GAS AND ELECTRICAL TO POOL FILTRATION ROOM AND ELECTRICAL ROOM. COORDINATE WORK WITH SCHEDULED POOL SHUTDOWN
- 46 PROVIDE UNDERGROUND FEEDS TO PHASE 2
- 46 SITE LIGHTING
- 47 TEMPORARY RECREATION/ POOL ENTRANCE
- 48 COMPLETE EXTERIOR TOILET ROOMS
- 49 COMPLETE STRUCTURAL MODIFICATIONS AND EXTERIOR WALL.
- 50 COMPLETE CONSTRUCTION OF VESTIBULE AQUATIC OFFICE AND ACCESS TO POOL VIEWING AREA.
- 51 REMOVE TEMPORARY DOOR AND RESTORE EXTERIOR WALL.



1 Phase 2 Site Plan  
 1" = 30'-0"



REVISIONS

NO.	DESCRIPTION	DATE

DRAWING TITLE  
**Phase 2A/2B New & Existing Building Phasing Plan Diagram**

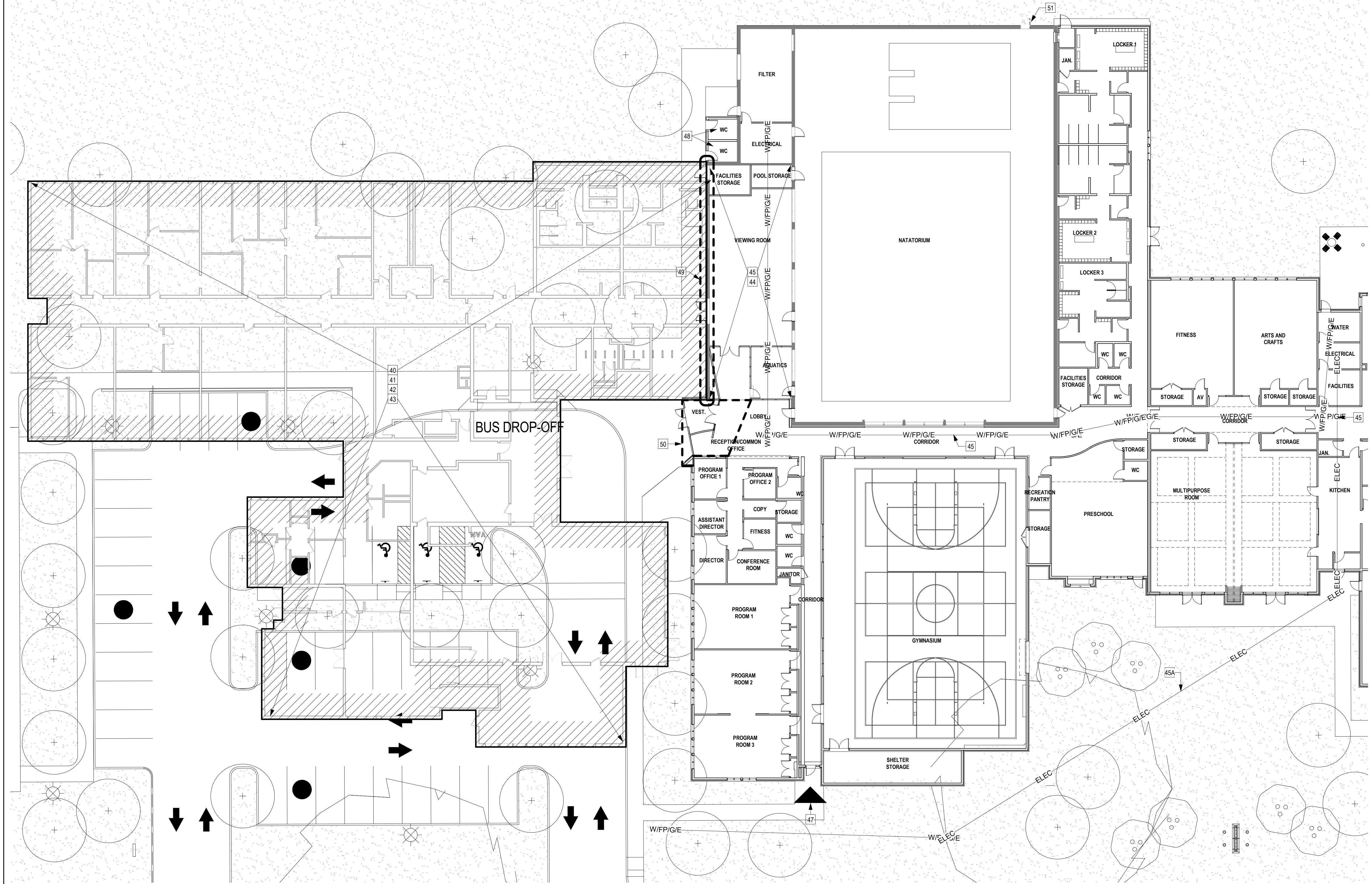
DRAWING INFORMATION

9/22/2021	DATE OF ISSUE
Owner Review	DESCRIPTION
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3452.00	PROJECT #
	FILE NAME

DRAWING NUMBER  
**A007**

**PHASING NOTES**

- CONSTRUCTION FENCE
- CONSTRUCTION GATE
- CONSTRUCTION SIGN - PATH CLOSED
- CONSTRUCTION SIGN - RECREATION DEPT / ATKINSON ACCESS W/ DIRECTIONAL ARROW
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- MAINTAIN ACCESS TO EGRESS DOORS AT ALL TIMES
- GRUB, STRIP TOP SOIL, PROVIDE GRAVEL AND STONE DUST PATH FROM NEW DOOR TO EXISTING WALK
- NEW ENTRY DOORS TO REC DEPT & POOL: NEW OPENING & METAL DR FRAME
- MAINTAIN ENTRY PATH & EGRESS AT ALL TIMES
- NEW EGRESS DOOR FROM POOL: NEW WALL OPENING W/ NEW METAL DOOR AND FRAME. RELOCATE EXIT SIGN AND FIRE ALARM PULL STATION ABOVE AND ADJACENT TO DOOR.
- NEW EGRESS PATH FROM DOOR TO GRADE, PATH TO BE BUILT UP W/ GRAVEL AND STONE DUST FINISH
- WIDEN EXISTING PATH BY 6'-0" WITH GRAVEL AND STONE DUST
- PROVIDE NEW TEMPORARY EGRESS DOOR WITH REQUIRED SWING DIRECTION
- EXISTING HASKELL FIELD PARKING: COORDINATE CONSTRUCTION PARKING W/ TOWN: NO EQUIPMENT OR MATERIAL STORAGE AT ANY TIME.
- DAILY CONTRACTOR PARKING: NO OVERNIGHT PARKING, NO STORAGE OF MATERIALS, NO PARKING OF EQUIPMENT, EQUIPMENT ACCESSORIES, STORAGE CONTAINERS OR SIMILAR ITEMS.
- EXISTING PARKING TO REMAIN, NOT CONSTRUCTION PARKING AT ANY TIME
- NEW SIGNALLED CROSSWALK INSTALLED DURING PHASE 1
- EXISTING FIRE DEPARTMENT CONNECTION
- EXISTING CATCH BASINS TO FAIRBANK ROAD TO REMAIN
- MAINTAIN OR PROVIDE TEMP. MEASURE TO CONTROL DIRECT STORMWATER FROM FAIRBANK ROAD DURING CONSTRUCTION UNTIL NEW CONSTRUCTION COMPLETED
- ELECTRICAL SUBCONTRACTOR TO PROVIDE TEMP. LIGHTING, FIXTURE AT DOOR SHALL BE OPEN EMERGENCY CIRCUIT
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- EXISTING GENERATOR TO REMAIN IN OPERATION THROUGHOUT CONSTRUCTION
- EXISTING UNDERGROUND ELECTRICAL SERVICE TRANSFORMER TO REMAIN THROUGHOUT CONSTRUCTION
- EXISTING GAS SERVICE TO REMAIN THROUGHOUT CONSTRUCTION
- EXISTING WATER SERVICE TO REMAIN A THROUGHOUT CONSTRUCTION
- EXISTING BOILER & ELECTRICAL SERVICE LOCATION
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- RELOCATED DOOR, NEW DOOR AND HARDWARE FOR ACCESS
- EXISTING POOL FILTRATION EQUIPMENT, TO REMAIN IN OPERATION DURING PHASE 1
- NATORIUM TO REMAIN IN OPERATION DURING PHASE 1; NOTE THE POOL SPACE IS MAINTAINED AT ROUGHLY 45 DEGREES
- TEMPORARY INSULATED VAPOR SEALED PARTITION SEPARATING POOL AND NEW WORK
- SECURE EXIT DOORS AND REMOVE EXIT SIGNS; PROVIDE NEW DIRECTIONAL SIGNAGE AND EXIT SIGNS
- NEW PARTITION AND LOCATION OF RECREATION DEPARTMENT/ POOL CHECK-IN
- NEW TEMPORARY CHECK-IN/ CONTROL
- RELOCATE POWER/ DATA EQUIPMENT FROM EXISTING, COORDINATE RELOCATION OF EQUIPMENT WITH OWNER
- SECURE EXISTING ENTRY; REMOVE EXIT SIGNS AND PROVIDE DIRECTIONAL SIGNAGE
- NEW EXTERIOR TOILETS; EXTENT OF CONSTRUCTION DURING PHASE 1 TO BE DETERMINED BY CONTRACTOR; UNDERGROUND SANITARY WORK RESTRICTED IN PHASE 1
- AFTER SUBSTANTIAL COMPLETION IS ACHIEVED IN PHASE 1, TOWN STAFF WILL RELOCATE INTO NEW BUILDING, TOWN WILL MOVE FURNITURE & EQUIPMENT; REFER TO LIST AND DOCUMENTS OF ITEMS TO REMAIN AND BE DEMOLISHED BY CONTRACTOR.
- TERMINATE AND MAKE SAFE ALL UTILITY SERVICES INTO BUILDING; COORDINATE WITH SWITCH OVER OF GAS, WATER, AND ELECTRICAL TO FILTRATION ROOM AND EXISTING ELECTRIC ROOM.
- HAZARDOUS MATERIALS ABATEMENT OF EXISTING STRUCTURE
- DEMOLITION OF EXISTING BUILDING INCLUDING FOUNDATIONS AND FOOTINGS
- TEMPORARY SHORING OF EXTERIOR WALL AND ROOF CONSTRUCTION/ CONSTRUCT TEMPORARY BARRIER
- COMPLETE INSTALLATION OF WATER/FIRE PROTECTION/ GAS AND ELECTRICAL TO POOL FILTRATION ROOM AND ELECTRICAL ROOM. COORDINATE WORK WITH SCHEDULED POOL SHUTDOWN
- PROVIDE UNDERGROUND FEEDS TO PHASE 2
- SITE LIGHTING
- TEMPORARY RECREATION/ POOL ENTRANCE
- COMPLETE EXTERIOR TOILET ROOMS
- COMPLETE STRUCTURAL MODIFICATIONS AND EXTERIOR WALL.
- COMPLETE CONSTRUCTION OF VESTIBULE AQUATIC OFFICE AND ACCESS TO POOL VIEWING AREA.
- REMOVE TEMPORARY DOOR AND RESTORE EXTERIOR WALL.



**1 Phase 2A/2B Plan**  
 1/16" = 1'-0"



**From:** Roberts, Jennifer  
**Sent:** Monday, September 13, 2021 10:11 AM  
**To:** Hayes, Henry; Barletta, William; [Jenkpincus@gmail.com](mailto:Jenkpincus@gmail.com)  
**Cc:** Russo, Charlie  
**Subject:** Fairbank Project

Good morning,

I am writing regarding the Fairbank Community Center project. Recently, the Select Board had a brief update on the project and a number of questions were raised. I was able to view the recent (9/9) PBC Meeting and learn more about the work around value engineering. I also heard the conversation about Rep Carmine Gentile's offer to pursue State funding to bring the community center closer to Net Zero. Rep Gentile and I had previously discussed this possibility, and I am very interested - but also interested to know "how" this could work given where the project is.

As you know, the plan for the Fairbank Community was to build an environmentally efficient building. ICON Architecture and the Town also included information on the Passive House concept in the presentations to the residents. Pg. 22 and 23 from the 2020 Town Meeting presentation. <https://s3.amazonaws.com/documents.sudburyma/Presentation/TM-2020%20Article%2018%20Dretler%2C%20Janie.pdf?1599864233969&AWSAccessKeyId=AKIAJYVIGYK2PGOS2ZKA&Expires=1631539577&Signature=FCeDVLfHaxXVR5eiGB08un6fl5o%3D>

At what point does such environmental design get incorporated into the existing project? Are plans underway to achieve this Passive House goal? Have any of the Value Engineering decisions affected this outcome negatively? For example, what about the change from steel to wood framing? (I am also interested to understand the impact of this on longer-term operational and maintenance costs.) Could a full list of the value engineering changes please be shared?

I understand the project is following a clear timeline and that each month generates cost. At the same time, we do need to consider the longer-term success of this building (again operational, energy, and maintenance costs, and alignment with State Climate Change goals). Therefore, I am seeking to reconcile how we might be able to take advantage of (likely?) State funding given where we are. Bill, I heard similar questions from you in the PBC meeting, and there was some discussion. However, it is not clear to me what the next steps are.

Is there a way to design the building such that if this funding becomes available, the building can be built closer to Net Zero at a later point? For example, I heard mention of the window type, but are there more ways? Or does it require two designs at this stage?

Thank you for all your work on this important project. I will likely be putting a Fairbank update on an upcoming Select Board agenda, and I envision these topics will be discussed. I also saw

Attachment9.d: Roberts\_email (4844 : Fairbank update with Town Manager)

you have the Fairbank project on your PBC agenda tomorrow evening. Unfortunately, there is a Select Board meeting at the same time, but I will view the video later.

I understand that Jennifer and Nancy are project managers on this project. I have copied Jennifer. I do not have Nancy's email address, but please feel free to share.

Regards,

Jen

Jennifer Roberts

Chair, Sudbury Select Board

## ADD TOWN OF SUDBURY MUNICIPAL LETTERHEAD

September 28, 2021

Representative Carmine Gentile

State Representative, 13<sup>th</sup> Middlesex

24 Beacon Street, Room 167

Boston, MA 02133

Dear Representative Gentile,

As you know, Sudbury is in the process of designing and building two significant structures in town – a replacement for the Fairbank Community Center and a major renovation and replacement of Fire Station #2, on Route 20. Each of these buildings is more than 60 years old, and we hope their replacements will give similar lengths of service. As Winston Churchill said, “We shape our buildings; thereafter they shape us.”

With this in mind, we are writing to ask for your support in obtaining additional funding to ensure these building can meet not just today’s needs, but also those of the next 60 years. We aspire for these buildings to meet not just Sudbury’s existing Stretch Energy Code standards, but also net zero ready, passive house, and similar standards to ensure the efficiency of the operations, longevity of service, impact on our community, and standard of comfort to residents. We are monitoring the Commonwealth’s allocation of its share of federal ARPA and AJP funding, as well as the Commonwealth’s budget surplus funds, and look to you to help identify and obtain appropriate funding.

In addition, we request your support for the funding of a Sustainability Director position in town. This person would assist the town in drafting a baseline report on the town’s environmental impact, planning for ways to improve the town’s sustainability, and helping the town operate in a manner that considers the effective use of resources.

In 1987, the United Nations Brundtland Commission defined sustainability as “meeting the needs of the present without compromising the ability of future generations to meet their own needs.” Adding a Sustainability Director position will help ensure we achieve that goal.

Sudbury has a demonstrated history of leadership in environmental issues, from the passage of the Sudbury Wetlands Administration Bylaw, to its early membership in the Green Communities and Community Preservation Act programs, and most recently with Sudbury's participation in the Municipal Joint Comments on the State's 2030 Clean Energy Plan.

We are asking today that you help Sudbury continue this environmental leadership, and demonstrate your own, by helping our town obtain state and federal funding to enable the construction of the 21<sup>st</sup> Century buildings that today’s residents want, and future residents need.

SIGNED:



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**10: 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 discussion on other Sewataro goals.  
(~30 min.)

Recommendations/Suggested Motion/Vote: Discussion on Sewataro Use Policy Document and discussion on other Sewataro goals. (~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

09/28/2021 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 rreview of DLS Report; <b>Finalize and publish Financial Policies</b> ; identify gaps; select, prioritize and implement Capital planning improvements; <b>transparency/communicate to the public</b> ; 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 Ilitagation	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	



**MISCELLANEOUS (UNTIMED)**

**11: Discussion on Town Counsel Policy and use of Town Counsel**

REQUESTOR SECTION

Date of request:

Requestor: Member Carty

Formal Title: Discussion on Town Counsel Policy and use of Town Counsel (~20 min.)

Recommendations/Suggested Motion/Vote:

Background Information:  
Attached policy updated April 2020.

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

09/28/2021 6:00 PM



## Town Counsel Policy

It is the intent of this policy to set forth general guidelines and expectations on the accessibility of Town Counsel to Town boards, commissions and committees, and employees, consistent with the Town of Sudbury general bylaws, the Town charter (the Select Board-Town Manager Act) and state law. It is not the intent of this policy to explicitly or implicitly deny anyone access to Town Counsel but rather to control and monitor accessibility to Town Counsel, thereby understanding and controlling the cost of legal services.

- A. **Boards, commissions and committees of the Town of Sudbury excluding the Select Board**
1. **Chairs of all boards**, commissions or committees, other than the Select Board, shall **request access to Town Counsel from the Town Manager** to obtain legal advice, including a request for a written opinion, or to request Town Counsel to attend a meeting of such board, committee or commission. Any member of a board, commission or committee may request a written opinion from Town Counsel, provided that said member obtains a majority vote of said board, committee or commission at a public meeting authorizing the request of such opinion. After obtaining a majority vote as set forth in the preceding sentence, said request shall be submitted to the Town Manager for approval.
  2. The Town Manager will refer all **requests for opinions received from individual members** of boards, commissions or committee to the chair of said committee, who will schedule the request for a vote of the board, commission or committee on the matter of approving such a request at the next meeting of said committee, when feasible.
  3. Boards, commissions or committees may vote to **authorize one member of the board, commission or committee to communicate directly with Town Counsel** on a specific matter they have explicitly voted for that member to have responsibility for. For example, if a board appoints one member of the board to work on a policy item to be considered by the board, the board may include in their designation that this includes the ability to seek an opinion from Town Counsel as part of the work to be undertaken by that board member. Such vote of the board, commission, or committee must clearly reflect an authorization for the Town Counsel to speak directly with less than a quorum of the board, commission or committee on the specific matter. Such access to Town Counsel must be approved by the Town Manager.
  4. The chairs or vice-chairs of all boards, committees and commission shall have direct access to Town Counsel to request advice or assistance in **preparation of the agenda** for an upcoming meeting or for advice regarding chairing an upcoming meeting. They do not need to request access from the Town Manager on such inquiries.
  5. The chairs or vice-chairs of boards, committees or commission with the Town shall have direct access prospectively to Town Counsel to request opinions, advice or information concerning the **Open Meeting Law** codified at G.L. c. 39, section 23B or to receive guidance with respect to the rules governing responses to public records requests. They do not need to request access from the Town Manager on such inquiries.

6. Officers of the Town, including all members of boards, commissions and committee requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to request access from the Town Manager on such inquiries.
7. **The Moderator** shall have direct access to Town Counsel to obtain legal advice, including a request for a written opinion, in relation to her/his duties as Moderator.

**B. Select Board and Town Manager**

1. The chair of the Select Board shall have direct access to Town Counsel to obtain legal advice, including a request for a written opinion, or to request Town Counsel to attend a meeting of the board. Any member of the Select Board shall have direct access to Town Counsel to obtain legal advice or request a written opinion. Such requests shall be submitted in writing to Town Counsel with a copy to the Town Manager and the chair of the Select Board for notification purposes. The chair of the Board shall ensure that other Board members are informed of such requests and legal opinions.
2. The Town Manager shall have direct access to Town Counsel at all times in relation to her/his duties as Town Manager.
3. The chair of the Select Board shall have direct access to Town Counsel to request advice or assistance in **preparation of the agenda** for an upcoming meeting or for advice regarding chairing an upcoming meeting. The chair does not need to request access from the Town Manager on such inquiries.
4. The chair or vice-chair of the Select Board shall have direct access prospectively to Town Counsel to request opinions, advice or information concerning the **Open Meeting Law** codified at G.L. c. 39, section 23B or to receive guidance with respect to the rules governing responses to public records requests. They do not need to request access from the Town Manager on such inquiries.
5. All members of the Select Board requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to request access from the Town Manager on such inquiries.

**C. Town Meeting Issues**

1. **Warrant articles** for the Annual Town Meeting or Special Town Meetings sponsored by Town boards, committees, commissions or employees shall be drafted by the Town Counsel's office.
2. Sponsors of warrant article(s), excluding petition articles, shall submit **draft wording for articles** or general background information that Town Counsel will use to write the article, and send it back to the sponsor for signature before submission to the Select Board's Office.
3. **Sponsors of petition articles** for Annual or Special Town Meeting may submit draft articles to Town Counsel for legal review and guidance. Town Counsel will not draft articles for

petitioners, but will be available for legal review and guidance. To obtain such legal review, draft petition articles must be submitted to the Select Board's office at least five business days prior to the deadline for article submission. Staff in the Select Board's office shall forward the draft petition article to Town Counsel for review.

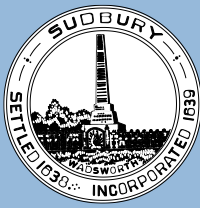
4. Town Counsel's office will write all motions for all articles for Annual or Special Town Meeting, working with the sponsors of all articles as needed in the judgment of Town Counsel.

**D. Confidentiality of Attorney-Client Communications**

The attorney-client privilege shields from the view of third parties all confidential communications between a client and its attorney undertaken for the purpose of obtaining legal advice. **As a matter of policy, the Select Board hereby requires that the confidentiality of communications between town officials, departments, boards, and committees, and Town Counsel and Special Town Counsel be maintained and preserved.** The scope of privileged communications includes communications from Town officials, departments, boards or employees seeking legal advice, as well as opinions and advice received from Town Counsel or Special Town Counsel, whether in formal written opinions, email, in person, or by telephone. The attorney-client privilege belongs to the Town of Sudbury, acting through its Select Board. The Select Board is the chief policy making body of the Town and is responsible, in conjunction with Town Counsel, for managing the legal affairs of the Town. Accordingly, only the Select Board, acting as a Board at a duly noticed meeting, is authorized to waive the attorney-client privilege on behalf of the Town. Should any town official, department, board, or committee believe that it is in the best interests of the Town to waive the attorney-client privilege with respect to any privileged attorney-client communication received from Town Counsel or Special Town Counsel, they should request to discuss the matter with the Select Board in executive session to obtain a vote by the Select Board as to whether or not said privileged communication may be released. No town official, department, board or committee is permitted on his or her or its own volition to release any confidential attorney-client communications to third parties or otherwise purport to waive the Town's attorney-client privilege.

(Approved 9/8/2015)

(Revised 7/14/2020)



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**12: Add COD member as Advisory member to DEI**

REQUESTOR SECTION

Date of request:

Requestor: Chair Roberts

Formal Title: Update DEI Commission mission statement to include an advisory (non-voting) member of the Commission on Disability (~10 min.)

Recommendations/Suggested Motion/Vote: Update DEI Commission mission statement to include an advisory (non-voting) member of the Commission on Disability (~10 min.)

Background Information:  
attached current DEI mission statement

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

09/28/2021 6:00 PM

**TOWN OF SUDBURY  
SUDBURY DIVERSITY, EQUITY, AND INCLUSION COMMISSION**

Approved by the Board of Selectmen: November 17, 2020

Amended: April 6, 2021

**Mission:**

The Select Board is creating the Sudbury Diversity, Equity, and Inclusion Commission to support diversity, achieve equity, and foster inclusion for every member of this community, respecting all aspects of identities. The Commission shall also critically consider intersections among these groups to facilitate learning, understanding, and unity.

The Commission shall consist of up to thirteen members-and Advisory members. The Commission shall make recommendations on a quarterly (minimum) basis to the Sudbury Select Board on policies and programs to identify and eliminate conscious or unconscious biases and prejudices, to reject discrimination, and to measure, promote, and increase diversity, equity, and inclusion of Sudbury's historically disenfranchised populations. Within the first year, the commission will present an action plan to move the town toward the following goals.

**Goals:**

1. The Commission will meet at least monthly to hear testimony from towns people, deliberate on those discussions and submit a report within the first year, including an action plan, to the Select Board which will then oversee the implementation of the recommended actions. To accomplish this goal, the Commission will:
  - a. Provide training for the members to self-examine and recognize their own experience with historically disenfranchised populations and unconscious bias.
  - b. Gather first-hand experiences in Sudbury from historically disenfranchised populations.
  - c. Solicit feedback from town departments, boards, and committees.
  - d. Collaborate with groups operating in town that are focused on related issues.
  - e. Facilitate discussions and education forums for town residents about issues of diversity, equity, and inclusion.
2. The Commission will identify ways to promote awareness, engagement, and community building around diverse experiences and to create a more inclusive community, including:
  - a. Brainstorm possible actions that can be taken to address any problems/issues found.
  - b. Leverage final report as presented to the Select Board documenting the state of diversity, equity, and inclusion in town to make appropriate recommendations and address any problems found.
3. The Select Board, in partnership with the Commission, to present findings to the town.

**Membership:**

The ***Sudbury Diversity, Equity, and Inclusion Commission*** shall be appointed by the Select Board according to the following list. All appointments shall expire on May 31, 2022 but may be extended by the Select Board. Members will be reflective of the diversity of the Sudbury community. The membership will be established through an open request to all residents of the town. The Select Board will send notice of the application

process to all faith communities, local civic organizations, town boards and committees, local media (including print and digital and social media) and any other outlet that will help to reach the broadest range of residents.

The Commission shall elect a Chair and Vice-Chair or Co-Chairs, and a Clerk from among its members. The Chair or Co-Chairs will run the meetings, be the designated communications link with the Select Board, and schedule meetings. Commission members will be initially appointed to serve until May 31, 2022.

Membership (voting members) will include:

- Sudbury resident(s), including Students or Parents of Students attending Sudbury schools.....(up to 14 members)

Advisory (non-voting members):

- Sudbury Police Chief or delegate from Sudbury Police Department ..... (1)
- Town of Sudbury Town Manager or delegate ..... (1)
- Sudbury Public School and/or Lincoln Sudbury Regional High School..... (2)
- One member nominated by the Sudbury Clergy Association ..... (1)
- Select Board liaison ..... (2)

Areas of expertise/experience for members may include but not limited to:

- Business representatives
- Education
- Parent or caregiver
- Student
- Human Resources
- Immigration law
- Medical and healthcare
- Minority affairs
- Real estate/Affordable Housing
- Social Work

The Commission consists of a group of Commission members and a small group of Advisory members. Commission members are voting members and must be available and willing to attend the majority of scheduled meetings. They may draw upon the expertise of Advisory members, who will be requested to attend meetings and/or discuss topics for which their expertise is needed. The Chair or Co-Chairs will run meetings, be the designated communications link with the Town Manager and other Town staff, and schedule committee meetings. The Commission may internally select a Clerk who will ensure that full minutes and a list of members in attendance are kept of each meeting and promptly submitted to the Commission for approval, filing with the Town Clerk, posting to the Town’s website, and disseminating to the Advisory membership.

The Select Board shall determine by March 31, 2022 whether to modify the mission statement, Commission charge, or Commission composition, and act to establish duration of term effective June 1, 2022.

Meetings will be open to the public, recorded, and will include community wide surveys and discussion groups.

### Compliance with State and Local Laws and Town Policies

The members of the Sudbury Diversity, Equity, and Inclusion Commission 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 commission 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 Select Board 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 Commission by the Selectmen.

Use of the Town's Web site

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





SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**13: 2022 SB meeting schedule**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Review and possible vote on draft Select Board meeting schedule for 2022.

Recommendations/Suggested Motion/Vote:

Background Information:

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

09/28/2021 6:00 PM

**DRAFT**

**TOWN OF SUDBURY  
Select Board Meeting Schedule**

Meetings Commence at 7:00 PM (see Town website for updates)

**2022**

**Red=LSRHS School Comm Meetings**

**Yellow=BOS Mtg**

**Blue=Holiday/other event**

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
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27	28					

MARCH						
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20	21	22	23	24	25	26
27	28	29	30	31		

- Jan. 1 New Year's Day
- Jan. 17 MLK Day
- Jan. 31 ATM Warrant closes
- Feb. 21 President's Day
- Feb. 21-25 School Vacation
- Mar. 28 Annual Town Election

APRIL						
S	M	T	W	T	F	S
					1	2
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MAY						
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29	30	31				

JUNE						
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26	27	28	29	30		

- April 15 Good Friday/Passover begins
- April 17 Easter
- April 18 Patriot's Day
- April 18-22 School Vacation
- May 2-May 4, (May 9 - 4th night) Annual T
- May 30 Memorial Day
- June 20 Juneteenth (observed)

JULY						
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31						

AUGUST						
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28	29	30	31			

SEPTEMBER						
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- July 4 Independence Day
- Sept. 5 Labor Day
- Sept. 25 (evening) Rosh Hashanah

OCTOBER						
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30	31					

NOVEMBER						
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DECEMBER						
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25	26	27	28	29	30	31

- Oct. 4-5 Yom Kippur
- Oct. 10 Indigenous Day (Columbus Day)
- Nov. 8 Election Day
- Nov. 11 Veterans Day
- Nov. 24-25 Thanksgiving Holiday
- Dec. 19-26 Hannukah
- Dec. 26 Christmas (observed)
- Dec. 26-Dec. 30 School Vacation
- Dec. 31 New Year's Eve

Attachment 13.a: Copy of 2022 Select Board meeting schedule\_draft (4830 : 2022 SB meeting schedule)



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**14: Minutes review**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Review open session minutes of 8/31//21 and possibly vote to approve minutes.

Recommendations/Suggested Motion/Vote: Review open session minutes of 8/31/21 and possibly vote to approve minutes.

Background Information:  
attached draft.

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

09/28/2021 6:00 PM

SUDBURY SELECT BOARD

TUESDAY, AUGUST 31, 2021

(Meeting can be viewed at [www.sudburytv.org](http://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 7:09 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: Carty-present, Russo-present, Schineller-present, Dretler-present, Roberts-present

**Opening remarks by Chair**

- Sudbury Board of Health changed COVID mask status from advisory to mandate effective September 1 regarding wearing of masks within indoor spaces in Sudbury
- Sudbury students begin the first day of school tomorrow, wishing all a good safe day; thanked SPS LSRHS staff and School Committees, the Health Department, and Board of Health for their efforts in the last several months to ensure a safe start to the school year

**Reports from Town Manager**

Town Manager Hayes deferred to Select Board reports

**Reports from Select Board**

**Board Member Dretler:**

- Thanks to public safety for responding to Bear Mountain fire
- Attended session on American Rescue Plan Act today and would like to see what other communities are doing with ARPA funds; she requested an upcoming Board discussion regarding this topic
- Attended CIAC meeting where Select Board Financial Policies was reviewed
- The Permanent Building Committee (PBC) is progressing with the Fairbank Community Center and Fire Station projects
- Extended best wishes for school openings in Sudbury tomorrow

**Board Member Schineller:**

- Looking forward to KPI updates later this evening

**Vice-Chair Russo:**

- Extended good wishes to those starting school

- Town Forum update to be presented soon, and a joint meeting to be held with the Planning Board to discuss the Forum
- Sewataro Policy Subcommittee (he and Board Member Schineller) met with Camp Sewataro representatives at the site

Board Member Carty:

- Welcomed Sudbury students back to school, and recommended that everyone be careful when driving in consideration of students, buses, and road construction
- SPS School Committee met last night, and the Committee authorized the staff and superintendent to establish a Capital Planning Task Force
- Mentioned Town Manager's recent Municipal Minute regarding the Sudbury DEI Commission
- 20 Year anniversary of the September 11 disaster, and encouraged all to come to Heritage Park for September 11 ceremony

Citizen's Comments on items not on agenda

There were no citizens comments

Health Director Bill Murphy to provide COVID-19 update

Present: Bill Murphy, Health Director

Mr. Murphy provided a COVID-19 update and explained the COVID mask mandate for interior locations within Sudbury. He commented that confirmed COVID cases were increasing in Sudbury beginning in June; though such incidence is below the State average.

Mr. Murphy confirmed that currently there were 56 COVID cases in Town, and 75% of the cases were breakthrough cases.

Board members asked related questions, including those regarding the Delta variant and other variants also.

Board Member Dretler recommended that the mask mandate be posted on the Town website. Mr. Murphy acknowledged it would be posted.

Resident Glen Pransky, MD, agreed with Mr. Murphy and Town Manager Hayes that there were more variants than Delta, and the longer the virus lived, the more likely that variants will continue to morph. Dr. Pransky stated that the suggested prevention practices made sense, and he offered his help.

Mr. Murphy stated that any public comments could be forwarded to him.

Bruce Freeman Rail Trail (BFRT) update

Present: Town Environmental Planner and Project Manager Beth Suedmeyer, Town Counsel Lee Smith

Ms. Suedmeyer provided update including submission of the 75% design, adding that she met with MassDOT representatives on August 25<sup>th</sup>. She mentioned that MassDOT questioned the necessity for:

- Bathroom, pavilion, and hydration stations
- Kiosks, interpretive signs, and granite posts

- Stockade fencing included in the Right of Way
- Amount of landscape plant screening

Ms. Suedmeyer reiterated that the itemized areas were consistent with implementations in Concord, and the team would continue to advocate for these aspects. She noted that none of these areas questioned by MassDOT would affect the design schedule.

Vice-Chair Russo inquired about the MassDOT communication process. Related process was discussed.

Board Member Carty opined about private fundraising proposing such as the inclusion of trail bathrooms.

Board Member Carty questioned the need for legal representation at this meeting and other meetings. Chair Roberts stated she wanted to hear directly from the Town Counsel on these matters.

Board Member Dretler expressed concern regarding project timing and change of milestone dates. Ms. Suedmeyer commented that MassDOT did not have concern with the construction schedule.

Board Member Dretler requested that she and Vice-Chair Russo, as BFRT liaisons, be included in other staff/BFRT team meetings. Ms. Suedmeyer agreed and confirmed that the next meeting would take place on Thursday, September 2<sup>nd</sup>. Chair Roberts agreed that inclusion of Select Board liaisons Russo and Dretler would be a good idea.

Resident and Member of the Sudbury Lions Club, Paula Magnanti, indicated that she was interested in BFRT fundraising, and would advocate for braille signage along the BFRT.

Resident Pat Brown, 34 Whispering Pine Road, asked about kiosks and noted that Concord was located in the district 3 of the Trail, and Sudbury was located in District 4. She stressed the importance of MassDOT acknowledging the different districts.

Resident Len Simon, 40 Meadowbrook Circle, commented about his memo submitted August 19, 2021, regarding the risk that the BFRT project would be delayed. He indicated that the BFRT project was at medium to high risk of not meeting the advertising date.

Resident and BFRT Friends Board Member, Chris Menge, 9 Fern Trail, expressed concern about project schedule delays, and possibly not receiving a favorable outcome regarding Chapter 91.

Attorney Smith left the meeting at 8:49 p.m.

**Interview 6 candidates for appointment to the Diversity, Equity and Inclusion Commission: Karyn Jones, 27 Pendelton Rd; Peng Zhou, 2 Meachen Rd; Pallavi Hudson, 20 Adams Rd; Janine Taylor, 386 Maynard Rd; Emily Chen, 405 Peakham Rd and Jessica Cerullo Merrill, 14 Basswood Ave. Following interview, vote to appoint three (3) candidates to the Diversity, Equity and Inclusion Commission for a term to expire May 31, 2022.**

Present: Karen Jones, Pallavi Hudson, Peng Zhou, Janine Taylor, Emily Chen, Nalini Luthra, DEI Co-Chair; Nuha Muntasser, DEI Co-Chair

Ms. Jones provided a summary of her background. She moved into Sudbury one year ago, and sought to bring the disability aspect into the DEI.

Mr. Zhou provided a summary of his background. He has lived in Sudbury since 2013, and was involved in various Sudbury committees, including his post as president of the Chinese American Association of Sudbury (CAAS).

Ms. Hudson provided a summary of her background. She grew up in Sudbury, and was currently employed as a DEI specialist for a Boston company. She indicated that she would bring DEI-related skills to the Commission.

Ms. Taylor provided a summary of her background. She has resided in Sudbury since 2017, and owned a business in Sudbury. She was currently a member of the Racial Subcommittee at LSRHS and the Black and Blended Community group. Ms. Taylor acknowledged that she has been a Human Resources professional for some 20 years, and is responsible for DEI tasks.

Ms. Chen provided a summary of her background and related interests, noting that she has lived in Sudbury for three years and is a senior at LSRHS. Ms. Chen is involved in the “safe space” program for students, and was a volunteer for 9<sup>th</sup> graders entering LSRHS. She maintained that she could bring the younger residents into the DEI world.

Board Members asked DEI applicants related questions.

In a straw poll, each Select Board member provided their top three candidate choices:

- Board Member Carty chose Ms. Hudson, Ms. Taylor, and Mr. Zhou
- Vice-Chair Russo chose Ms. Hudson, Ms. Taylor, and Mr. Zhou
- Board Member Schineller chose Ms. Hudson, Ms. Taylor, and Mr. Zhou
- Board Member Dretler chose Ms. Chen, Ms. Taylor, and Ms. Hudson
- Chair Roberts chose Ms. Hudson, Mr. Zhou, and Ms. Chen

Board Member Dretler motioned to appoint Peng Zhou, 2 Meachen Road, Pallavi Hudson, 20 Adams Road, and Janine Taylor, 386 Maynard Road to the Diversity, Equity and Inclusion Commission for a term to expire May 31, 2022. Board Member Carty seconded the motion.

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

VOTED: To appoint Peng Zhou, 2 Meachen Road, Pallavi Hudson, 20 Adams Road, and Janine Taylor, 386 Maynard Road to the Diversity, Equity and Inclusion Commission for a term to expire May 31, 2022.

### **Update from Diversity, Equity, and Inclusion (DEI) Commission**

Present: Nalini Luthra and Nuha Muntasser, Co-Chairs of the DEI Commission

Ms. Luthra and Ms. Muntasser provided an update stressing that it was very important to support diversity and equity for every member of the community. Ms. Luthra explained that DEI Commission meets two times per month, and continues to make progress. She noted that Chief Nix, Rev. Matty, and Rabbi Freeman have come to speak to the group.

Ms. Muntasser confirmed the formation of two working groups within the Commission in order to advance to next steps with:

- Outreach via special media working group



- Reaching out to DEI groups in other communities and examine what they are working on and their associated budgets
- Sudbury's social worker will be joining the DEI group at the September meeting

Ms. Muntasser stated that the Commission's primary goals at this time include engaging a professional consultant to assist the Commission with composing a racial equity survey and secure a DEI budget to help hire consultants. Other goals include Community-wide DEI Celebrations, working to support legislation - Bill #465 that Senator Eldridge has promoted to allow expanded vote for non-citizens.

Questions/comments/recommendations from Board members were presented.

Resident Manish Sharma, 77 Colonial Road, expressed his endorsement for the progress made by the DEI Commission, and recommended the Select Board consider appointing Emily Chen to the DEI Commission.

#### Five-Minute Recess

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

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

VOTED: To recess for five minutes and resume the meeting at 10:33 p.m.

#### **Town Manager to present Key Performance Indicators (KPI) projects: Fairbank Community Center Rebuild; Eversource Litigation; Bruce Freeman Rail Trail (BFRT); Town Hall Restoration; Town-wide ADA Assessment; and Comprehensive Wastewater Management Plan.**

Town Manager Hayes included detail for listed properties:

#### Fairbank Community Center Rebuild

Town Manager Hayes stated that Geo Tech and Site Survey work was completed, and the schematic design was nearing completion. Next step was design development, and the initial cost estimate had been submitted.

#### Eversource Litigation

Town Manager Hayes presented the Eversource Litigation KPI with total expenditure of \$1,327,770.22 and a remaining balance of \$167,229.78.

#### Bruce Freeman Rail Trail

Town Manager Hayes presented the BFRT KPI, noting that additional data would be included later to include Ms. Suedmeyer's update presented earlier in the meeting.

#### Town Hall Restoration

Town Manager Hayes stated there was no change to this KPI; he noted there was no continued work on this project.

#### Town-Wide ADA Assessment

Town Manager Hayes detailed that the final report was received on July 22, 2021, and is included on the Town website.

Town Manager Hayes confirmed that IHCD (Institute for Human Centered Design) report recommendations would be implemented, and priorities would be set based on staff input and COD comments. He noted that as the process advances, all items will be tracked and made available to the public.

#### Comprehensive Wastewater Management Plan

Town Manager Hayes noted that the \$500,000 has been appropriated for assessment and reporting with anticipated filing by November 2021.

#### **Discussion on Sewataro use Policy Document. Vice-Chair Russo and Member Schineller to present**

Board Member Dretler suggested that legal review of the Sewataro use policy document take place before being presented to the Board. Chair Roberts agreed with legal review, and stated that the reviewed draft could be brought before the Board at the next meeting, as well as proposed goals.

**Move that the Board vote to authorize the Town Manager to award a contract to an energy supplier for supply of electricity to Town-owned properties for such period as the Town Manager determines to be in the best interest of the Town, via a procurement process, and at the price established pursuant to a solicitation on the Town's behalf in accordance with the Energy Procurement Services Agreement between the Town and Axsess Energy Group, LLC., and to specifically authorize the Town Manager to award the contract for a term exceeding three years.**

Town Manager Hayes summarized the Agreement between the Town and Axsess Energy Group, LLC.

Board Member Dretler motioned to authorize the Town Manager to award a contract to an energy supplier for supply of electricity to Town-owned properties for such period as the Town Manager determines to be in the best interest of the Town, via a procurement process, and at the price established pursuant to a solicitation on the Town's behalf in accordance with the Energy Procurement Services Agreement between the Town and Axsess Energy Group, LLC., and to specifically authorize the Town Manager to award the contract for a term exceeding three years. Board Member Carty seconded the motion.

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

VOTED: To authorize the Town Manager to award a contract to an energy supplier for supply of electricity to Town-owned properties for such period as the Town Manager determines to be in the best interest of the Town, via a procurement process, and at the price established pursuant to a solicitation on the Town's behalf in accordance with the Energy Procurement Services Agreement between the Town and Axsess Energy Group, LLC., and to specifically authorize the Town Manager to award the contract for a term exceeding three years.

#### **CPC discussion regarding presentation of CPC articles to Select Board**

Chair Roberts postponed this CPC discussion to the next Board meeting.

#### **Review the Select Board Summer 2021 Newsletter articles and approve for distribution**

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, Carty-aye, Dretler-aye, Roberts-aye

VOTED: To approve the Select Board Summer 2021 Newsletter articles for distribution

**Discussion and vote whether or not to dissolve the Budget Strategies Task Force**

Chair Roberts postponed the discussion and possible vote whether or not to dissolve the Budget Strategies Task Force to the next Board meeting.

**Review open session minutes of 7/1/21 (joint with SPS), 7/13/21, 7/27/21 and possibly vote to approve minutes.**

7/1/21 Minutes

Board Member Dretler motioned to approve the 7/1/21 minutes (joint with SPS). Vice-Chair Russo seconded the motion.

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

VOTED: To approve the minutes of 7/1/21 (joint with SPS)

7/13/21 Minutes

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

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

VOTED: To approve the minutes of 7/13/21, as edited

7/27/21 Minutes

Chair Roberts stated the 7/27/21 Minutes would be reviewed at the next Select Board meeting.

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

There were no citizen's comments.

**Upcoming Agenda Items**

September 14

- ADA Policy
- Sewataro Use Policy
- Sudbury Housing Trust
- Sewataro Goals
- Budget Strategies Task Force
- CPC Presentation Plan
- BFRT – letter for MassDOT

- LSRHS Agreement
- Town Manager's Final Goals

#### October 19

- Transportation Committee

#### Future

- Legal opinion expense/authorization
- Select Board Goal Planning
- Clean-up TBA topics
- Traffic Safety committee

#### Consent Calendar

#### **Vote whether to accept expenditure limits for the Town Trust Funds for Fiscal Year 2022 as requested by Dennis Keohane, Finance Director**

Vice-Chair Russo opined about related expenditures in the past years and recommended that going forward, the Select Board Financial Policies subcommittee review Town Trust Funds for each fiscal year. Board Member Carty agreed adding that the Board is dealing with history when considering such expenditures.

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

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

VOTED: To accept the following expenditure limits for the Town Trust Funds for Fiscal Year 2022: Goodnow Library \$35,000; Rhodes Memorial \$600; Lydia Raymond \$100; Forrest Bradshaw \$100; Cheri-Anne Cavanaugh \$1,000; Raymond Scholarship \$1,000; Discretionary \$4,000; Sept. 11 Memorial \$2,000; Perpetual Care \$70,000, for a total of \$113,800, as requested by Dennis Keohane, Finance Director.

#### **Vote to sign a proclamation recognizing the 20th anniversary of HOPEsudbury**

Chair Roberts thanked Board Member Schineller for his efforts regarding this proclamation.

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

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

VOTED: To sign a proclamation recognizing the 20th anniversary of HOPEsudbury, and to proclaim Saturday, November 6, 2021 as HOPEsudbury Day in the Town of Sudbury

#### **Vote to accept a grant awarded to the Sudbury Police Department by the Executive Office of Public Safety and Security's Office of Grants and Research (OGR) in the amount of \$27,000 in Edward Byrne Memorial Justice Assistance Grant (JAG) funds; said funds to be allocated for two new fingerprint scanners**

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

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

VOTED: To accept a grant awarded to the Sudbury Police Department by the Executive Office of Public Safety and Security's Office of Grants and Research (OGR) in the amount of \$27,000 in Edward Byrne Memorial Justice Assistance Grant (JAG) funds; said funds to be allocated for two new fingerprint scanners.

**Pursuant to the Street Acceptance vote under Article 21 of the May 22, 2021 Annual Town Meeting, vote to execute the Order of Taking of a permanent easement for all purposes, including attendant customary uses for which public ways are utilized in the Town of Sudbury, in, on and under the parcel of land shown as Lot 224 "Anthony Drive" (the "Easement Premises") on a plan entitled "North Ridge Farm, Definitive Subdivision Plan, Site Location: 338 North Road, Sudbury, Massachusetts 01776, Prepared for: Prepared for Distinctive Acton Homes, Inc. by Foresite Engineering Associates, Inc." dated November 1, 2013, rev. 3/14/14; 4/11/14 and 5/21/14 filed with the Land Registration Office for the Middlesex South Registry of Deeds as Land Court Plan 2170-Y (the "Plan").**

Board Member Dretler confirmed that the correct language of the motion includes "in, on and under the parcel of land shown as Lot 224 "Anthony Drive" (the "Easement Premises") on a plan entitled..."

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

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

VOTED: As amended; Pursuant to the Street Acceptance vote under Article 21 of the May 22, 2021 Annual Town Meeting, vote to execute the Order of Taking of a permanent easement for all purposes, including attendant customary uses for which public ways are utilized in the Town of Sudbury, in, on and under the parcel of land shown as Lot 224 "Anthony Drive" (the "Easement Premises") on a plan entitled "North Ridge Farm, Definitive Subdivision Plan, Site Location: 338 North Road, Sudbury, Massachusetts 01776, Prepared for: Prepared for Distinctive Acton Homes, Inc. by Foresite Engineering Associates, Inc." dated November 1, 2013, rev. 3/14/14; 4/11/14 and 5/21/14 filed with the Land Registration Office for the Middlesex South Registry of Deeds as Land Court Plan 2170-Y (the "Plan").

**Vote to approve award of contract by the Town Manager for the reconstruction of the Marlboro Road Culvert pursuant to Article 17 of the 2021 Annual Town Meeting 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; and further to approve award of all contracts related thereto.**

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

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

VOTED: To approve award of contract by the Town Manager for the reconstruction of the Marlboro Road Culvert pursuant to Article 17 of the 2021 Annual Town Meeting 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; and further to approve award of all contracts related thereto

**Vote to accept a Social Work Grant from the MetroWest Foundation in the amount of \$30,000**

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

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

VOTED: To accept a Social Work Grant from the MetroWest Foundation in the amount of \$30,000

**Vote to grant a special permit to Lisa Hanson, St. Anselm Conference of the Society of St. Vincent de Paul, to hold a “Walk for the Poor” on Sunday, September 26, 2021, from 11:30 a.m. through approximately 2:00 p.m.**

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

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

VOTED: To grant a special permit to Lisa Hanson, St. Anselm Conference of the Society of St. Vincent de Paul, to hold a “Walk for the Poor” on Sunday, September 26, 2021, from 11:30 a.m. through approximately 2:00 p.m., subject to Police Department safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the race’s conclusion

**Vote to grant a special permit to Bikes Not Bombs to hold the “34th Annual Bike-A-Thon” on Sunday, September 12, 2021, from 11:00 A.M. through approximately 3:00 P.M., with a rain date of Sunday, September 26, 2021**

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

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

VOTED: To grant a special permit to Bikes Not Bombs to hold the “34th Annual Bike-A-Thon” on Sunday, September 12, 2021, from 11:00 A.M. through approximately 3:00 P.M., with a rain date of Sunday, September 26, 2021, subject to Police Department safety requirements, proof of insurance coverage and the assurance that any litter will be removed at the race’s conclusion

**Vote to accept the resignations of Nancy Kimble and Susan Tripi from the Diversity, Equity and Inclusion Commission (DEI) and to send thank you letters for their service to the Town**

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

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

VOTED: To accept the resignations of Nancy Kimble, 589 Concord Road, and Susan Tripi, 23 Belcher Drive, from the Diversity, Equity and Inclusion Commission (DEI) and to send thank you letters for their service to the Town

**Adjourn**

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

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

VOTED: To adjourn the meeting

There being no further business, the meeting was adjourned at 12:06 a.m. on Wednesday, September 1, 2021.

DRAFT





SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**15: 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

09/28/2021 6:00 PM



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**MISCELLANEOUS (UNTIMED)**

**16: 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

09/28/2021 6:00 PM

## POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING	DESCRIPTION
<b>October 5</b>	Re-precincting process (Town Clerk)
	Discuss plan for annual goal-setting session
	Fall newsletter topic discussion
<b>October 19</b>	Sudbury Access Corp (SAC) Annual presentation to Select Board
	Transportation discussion
	Correction of COA member appointment term
<b>Thursday, October 21 7:00 PM</b>	Annual Town Forum on Master Plan - joint meeting with Planning Board
<b>November 30</b>	Annual Tax Classification hearing (tentative)
<b>December 7</b>	Open 2022 Annual Town Meeting Warrant and announce ATM for Monday, May 2, 2022
	Annual License renewals
<b>Date to be Determined</b>	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

Attachment 16.a: Upcoming items 9.28.21 (4813 : Upcoming Agenda Items)

<b>Standing Items for All Meetings</b>	Select Board requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**CONSENT CALENDAR ITEM**  
**17: Accept CARES and ARPA funds**

REQUESTOR SECTION

Date of request:

Requestor: Chair Roberts

Formal Title: Vote to accept Federal funding related to the ongoing global pandemic; current programs include the 2020 Coronavirus Aid, Relief, and Economic Security Act (CARES), the 2021 Coronavirus Response and Consolidated Appropriations Act, and the American Rescue Plan Act of 2021 (ARPA). The CARES allocation is \$1,730,468 and the ARPA allocation is \$5,875,013.78, of which \$2,057,260.44 is the municipal allocation and \$3,817,753.34 is the non-functioning County allocation. (\$2,937,506.89 of the total ARPA funds have been received as of August 17, 2021.)

Recommendations/Suggested Motion/Vote: Vote to accept Federal funding related to the ongoing global pandemic; current programs include the 2020 Coronavirus Aid, Relief, and Economic Security Act (CARES), the 2021 Coronavirus Response and Consolidated Appropriations Act, and the American Rescue Plan Act of 2021 (ARPA). The CARES allocation is \$1,730,468 and the ARPA allocation is \$5,875,013.78, of which \$2,057,260.44 is the municipal allocation and \$3,817,753.34 is the non-functioning County allocation. (\$2,937,506.89 of the total ARPA funds have been received as of August 17, 2021.)

Background Information:

The total received to date is \$988,684 which leaves a balance of \$741,784 from the available CARES Act allotment of \$1,730,468. We currently have \$560,872 of expenditures that have not yet been reimbursed. This leaves \$180,912 of available revenues. We will use as much of the total allotment as possible.

\$2,937,506.89 of the total \$5,875,013.78 ARPA funds have been received as of August 17, 2021. The remaining \$2,937,506.89 is yet to be received.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden

Pending

Henry L Hayes  
Jonathan Silverstein  
Jennifer Roberts  
Select Board

Pending  
Pending  
Pending  
Pending

09/28/2021 6:00 PM



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**CONSENT CALENDAR ITEM**

**18: Affordable housing restriction agreement for Cold Brook Crossing**

REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: Vote to authorize the Chair of the Select Board to sign the Affordable Housing Restriction Agreement (the "Restriction") for the Apartments at Cold Brook Crossing and to execute any documents relative to said Restriction.

Recommendations/Suggested Motion/Vote: Vote to authorize the Chair of the Select Board to sign the Affordable Housing Restriction Agreement (the "Restriction") for the Apartments at Cold Brook Crossing and to execute any documents relative to said Restriction.

Background Information:

As part of the 101 rental housing units which are being constructed in the Melone Smart Growth Overlay District (the Town’s Chapter 40R Zoning District) as part of the Cold Brook Crossing residential development on North Road/Route 117, the Affordable Housing Restriction Agreement for the 26 affordable dwelling units in the Overlay District needs to be executed by the Town, the Housing Trust (as the monitoring agent), and the developer/owner. This document has been extensively reviewed by the Massachusetts Department of Housing & Community Development and attorneys for the development team and the Town. This Restriction needs to be fully executed in order for the affordable dwelling units to begin to be able to marketed for occupancy. The purpose of this Restriction is to assure the affordable dwelling units will be retained as affordable rental housing for occupancy by Eligible Households during the term of the Restriction. The Legal Department and the Massachusetts Department of Housing & Community Development have already reviewed and approved the Affordable Housing Restriction Agreement. (this item requires original SB chair signature)

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

09/28/2021 6:00 PM



The Apartments at Cold Brook Crossing  
40R Affordable Housing Restriction Agreement

**AFFORDABLE HOUSING RESTRICTION AGREEMENT**  
**FOR 40R RENTAL PROJECT**

TOWN OF SUDBURY

THE APARTMENTS AT COLD BROOK CROSSING

This Affordable Housing Restriction Agreement (the "Restriction") is made this \_\_\_\_ day of \_\_\_\_\_ 2021 by and among The Apartments at Cold Brook Crossing LLC a Massachusetts limited liability company organized and existing in accordance with Massachusetts law, with an address of 2134 Sevilla Way Naples, FL 34109 and its successors and assigns (the "Owner"), the Town of Sudbury and its successors and assigns, or its designee ("the Municipality"), with a mailing address at 278 Old Sudbury Road Sudbury, MA 01776 and the Sudbury Housing Trust, having an office at 278 Old Sudbury Road Sudbury, MA 01776, and its successors and assigns, (the "Monitoring Agent") exclusively for the purpose of ensuring retention of housing for occupancy by Eligible Households (as defined in Section 10.(a)(v)).

RECITATIONS:

WHEREAS, the Smart Growth Zoning and Starter Home Zoning Districts Program was established pursuant to G.L. c. 40R (the "Massachusetts Act") and the Department of Housing and Community Development ("DHCD") is responsible for the administration, review, and reporting on the Smart Growth Zoning and Starter Home Zoning Districts Program pursuant to G.L. c. 40R, §12;

WHEREAS, DHCD promulgated regulations at 760 CMR 59.00 (the "Regulations") and issued its Guidance for M.G.L. c. 40R and 760 CMR 59.00: Smart Growth Zoning and Starter Home Zoning ("40R Guidelines"), which collectively establish the affordability and related requirements for the Project and this Restriction;

WHEREAS, the Municipality has adopted a Smart Growth Zoning Overlay District (the "Approved District") in Section 4700B of the Municipality's Zoning Bylaw (the "Bylaw") which DHCD has approved pursuant to G.L. c. 40R, § 4;

WHEREAS, the Owner intends to construct a housing development known as The Apartments at Cold Brook Crossing at a 5.95-acre site on Cold Brook Drive in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, the Project shall consist of a total number of one hundred one (101) rental units, (the "Units") of which twenty -six (26) will be rented at rents calculated in accordance with this Restriction to Eligible Households (the "Restricted Units");

WHEREAS, the Owner has received a plan approval decision for the Project from the

The Apartments at Cold Brook Crossing  
40R Affordable Housing Restriction Agreement

Municipality's approving authority under G.L. c. 40R, which decision is recorded at the Middlesex (South) County Registry of Deeds (the "Registry") in Book 75954, Page 250.

WHEREAS, pursuant to the requirements of the Bylaw, the Municipality has appointed the Monitoring Agent to ensure compliance with the affordability requirements of this Restriction;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, the Municipality, the Owner, and the Monitoring Agent hereby agree and covenant as follows:

1. Purposes. The purpose of this Restriction is to assure that the Restricted Units will be retained as affordable rental housing for occupancy by Eligible Households during the term of this Restriction.

2. Scope. The Owner intends, declares and covenants, on behalf of itself and its successors and assigns (i) that the covenants, agreements, and restrictions set forth in this Restriction regulating and restricting the use and occupancy of the Restricted Units and the transfer of the Project shall be and are covenants running with the land, encumbering the Project for the term of this Restriction, and are binding upon the Owner's successors in title, (ii) are not merely personal covenants of the Owner, (iii) shall bind the Owner and its successors and assigns and the benefits shall inure to the Municipality, the Monitoring Agent and to any past, present or prospective tenant of the Project, and (iv) the Municipality and the Monitoring Agent shall be deemed to be the holders of the affordable housing restrictions created by this Restriction.

The Owner acknowledges that, pursuant to the Massachusetts Act and the Regulations, the Municipality has adopted the Approved District, which requires that affordable housing restrictions be recorded with respect to any Restricted Units developed pursuant to the Massachusetts Act, the Regulations and the Bylaw and which authorizes the Municipality to allocate, administer, and determine eligibility for Restricted Units developed pursuant to the Massachusetts Act. The Owner also acknowledges that it has applied to and received from the Municipality approval under the terms of the Bylaw for the Project, and that, as a condition of approval of the Project pursuant to the Bylaw, the Owner must execute, deliver and record an affordable housing restriction under G.L. c.184 with the Registry.

3. Duration Not Limited. This Restriction shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32, and 33. The Owner hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for this Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Restriction runs with the land.

4. Term of the Restriction. Unless earlier-terminated pursuant to the provisions hereof, the term of this Restriction shall be in perpetuity. For the purposes hereof, the term "perpetuity" shall mean for so long as the Project is being used for multi-family housing pursuant

The Apartments at Cold Brook Crossing  
40R Affordable Housing Restriction Agreement

to the terms of the Plan Approval, but in no event shall the term of this Restriction expire prior to the date that is ninety-nine (99) years following the time when the construction of the Project is sufficiently complete so that all of the Units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Project (“Substantial Completion”). Within thirty (30) days of Substantial Completion, the Owner shall record at the Registry a written notice executed by both the Municipality and the Owner which sets forth the date on which Substantial Completion has occurred.

5. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying the Project or portion thereof shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants, agreements, and restrictions contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Project or portion thereof provides that such conveyance is subject to this Restriction.

6. Permitted Use.

(a) The Project shall be primarily used for one hundred one (101) Units of rental housing, consisting of two four story buildings of which no fewer than twenty five percent(25%) will be Restricted Units. The total number of bedrooms in the Restricted Units shall be at least proportionate to the total number of bedrooms in all units in the Project. The Project shall include:

- Fourteen (14) One-bedroom Restricted Units;
- Nine (9) Two-bedroom Restricted Units;
- Three (3) Three-bedroom Restricted Units; and
- Zero (0) Four-bedroom Restricted Units.

The Restricted Units must have the following minimum areas:

studio units	-	250 square feet
one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet
four bedroom units	-	1400 square feet

(b) Each of the Restricted Units shall “float” and shall not be fixed, as detailed below. The Restricted Units shall remain equitably integrated and dispersed throughout the Project to a degree that is consistent with the initial unit assignments identified in Exhibit B attached hereto, including by unit type and construction phase. Any Restricted Unit occupied by an Eligible Household (as defined in Section 10.(a)(v)) at the commencement of occupancy shall be deemed a Restricted Unit, so long as (i) such Unit continues to be rented to an Eligible Household pursuant to the terms hereof, and (ii) the tenant’s income does not exceed 140% of the maximum income permitted. If the income of a tenant in a Restricted Unit exceeds 140% of

The Apartments at Cold Brook Crossing  
40R Affordable Housing Restriction Agreement

the maximum income permitted hereunder at the time of annual eligibility determination, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant. The Owner shall not be in default hereunder so long as either (i) the income of a tenant in a Restricted Unit does not exceed 140% of the maximum income permitted or (ii) the Owner rents the next available unit with the same or greater number of bedrooms which is not a Restricted Unit to an Eligible Household. If the building in which the over-income tenant resides contains three or more Units with the same or greater number of bedrooms as the Restricted Unit occupied by such tenant, the Owner must rent the next such available Unit in such building; otherwise, the Owner must rent the next such available Unit in the Project. Such next available Unit shall be deemed to be a Restricted Unit when it is rented to an Eligible Household pursuant to the terms hereof.

(c) The Owner shall not permit the use of any Unit for any purpose other than rental housing and those uses which are permitted accessory uses under the Bylaw.

(d) The Owner agrees to construct the Project in accordance with plans and specifications approved by the Municipality. In addition, all Restricted Units to be constructed as part of the Project must be indistinguishable from other Units from the exterior.

(e) Each Unit shall contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, and bathroom and kitchen plumbing fixtures, all as more fully shown in the plans and specifications approved by the Municipality. The Restricted Units shall contain comparable facilities to the non-Restricted Units (e.g., if dishwashers and washer/dryer hookups are provided for the non-Restricted Units, such facilities must be provided for the Restricted Units). During the term of this Restriction, the Owner covenants, agrees, and warrants that the Project and each Restricted Unit will remain suitable for occupancy and in compliance with all applicable federal, state, and local health, safety, building, sanitary, environmental, and applicable laws, codes, rules, and regulations, including without limitation, applicable laws relating to the operation of adaptable and accessible housing for the handicapped. The Project must also comply with all applicable local codes, ordinances, and by-laws. Without limiting the generality of the foregoing, each Unit shall meet the housing quality standards set forth, as applicable, in the regulations of United States Department of Housing and Urban Development ("HUD") at 24 C.F.R. §982.401 or any successor thereto, and the accessibility requirements at 24 C.F.R. Part 8, or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973), 28 C.F.R. Parts 35 and 36, as applicable, or any successor thereto (which implement the Americans with Disabilities Act, as amended), G.L. c. 151B and the Massachusetts Architectural Access Board regulations at 521 CMR 1.00 *et. seq.*, or any successor thereto, and, if applicable, the design and construction requirements of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act).

7. Tenant Selection and Occupancy.

(a) Nondiscrimination. The Owner, the Municipality and the Monitoring Agent shall not discriminate on the basis of race, religion, color, sex, sexual orientation, gender

The Apartments at Cold Brook Crossing  
40R Affordable Housing Restriction Agreement

identity, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants, the lease, use and occupancy of the Units or in connection with the employment or application for employment of persons for the operation and management of the Units.

(b) Selection Policies. Prior to marketing or otherwise making available for rental any of the Units, the Owner must obtain DHCD’s approval of a marketing plan (the “Tenant Selection Plan”) for the Restricted Units. Such Tenant Selection Plan must describe the tenant selection process for the Restricted Units and must set forth a plan for affirmative fair marketing of Restricted Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in DHCD’s Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines (“AFHMP Guidelines”). At the option of the Municipality, and provided that the Tenant Selection Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Tenant Selection Plan may also include a local preference for up to seventy percent (70%) of the Restricted Units, subject to all provisions of the AFHMP Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the Tenant Selection Plan should be accompanied by a letter from the chief executive officer of the Municipality which states that the tenant selection and local preference (if any) aspects of the Tenant Selection Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Tenant Selection Plan which are set forth as responsibilities of the Municipality in the Tenant Selection Plan. If the Chief Executive Officer of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the Tenant Selection Plan for the Restricted Units above within thirty (30) days of the Municipality’s receipt thereof, the Municipality shall be deemed to have approved those aspects of the Tenant Selection Plan. In addition, the Tenant Selection Plan must comply with the Regulations and DHCD’s guidelines, including the 40R Guidelines and AFHMP Guidelines, and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. Owners shall list all Restricted Units with the Boston Fair Housing Commission MetroList (Metropolitan Housing Opportunity Clearing Center). All costs of carrying out the Tenant Selection Plan shall be paid by the Owner. The Owner may use in-house staff to draft and/or implement the Tenant Selection Plan, provided that such staff meets the qualifications described in AFHMP Guidelines. The Owner may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the AFHMP Guidelines. A failure to comply with the Tenant Selection Plan by the Owner or by the Municipality shall be deemed to be a default of this Restriction. The Owner agrees to maintain for five years following the initial rental of the last Restricted Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively “Marketing Documentation”) as described in the Tenant Selection Plan as approved by DHCD which may be inspected at any time by the Monitoring Agent and DHCD. All Marketing Documentation must be approved by DHCD prior



The Apartments at Cold Brook Crossing  
40R Affordable Housing Restriction Agreement

to its use by the Owner or the Municipality. The Owner and the Municipality agree that if at any time prior to or during the process of marketing the Restricted Units, the Owner, or the Municipality with respect to aspects of the Tenant Selection Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Tenant Selection Plan, the Owner or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by the Monitoring Agent or DHCD.

8. The Owner shall use its good faith efforts during the term of this Restriction to maintain all the Restricted Units within the Project at full occupancy as set forth in Section 6 hereof. In marketing and renting the Restricted Units, the Owner shall comply with the Tenant Selection Plan as approved by DHCD which are incorporated herein by reference with the same force and effect as if set out in this Restriction.

9. Occupancy agreements for Restricted Units shall meet the requirements of this Restriction. The Owner shall enter into a lease with each tenant of a Restricted Unit for a minimum term of one year. The lease shall provide that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease and shall also contain clauses, among others, wherein each resident of such Restricted Unit:

- (a) certifies the accuracy of the statements made in the application and income survey;
- (b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from the Owner, the Municipality, or the Monitoring Agent; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a substantial breach of a material provision of his or her lease;
- (c) agrees that at such time as the Owner, the Municipality, or the Monitoring Agent may direct, but at least annually, he or she will furnish to the Owner certification of then current family income, with such documentation as the Municipality or the Monitoring Agent shall reasonably require; and agrees to such charges as the Municipality or Monitoring Agent has previously approved for any facilities and/or services which may be furnished by the Owner or others to such resident upon his or her request, in addition to the utilities and services included in the rentals, as adjusted from time to time pursuant to Section 10; and
- (d) agrees to reside in the Restricted Unit as his or her principal residence.

10. Income and Rent Restrictions.

(a) Additional Definitions.

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- (i) A “Family” shall mean two or more persons who will live regularly in the Restricted Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual.
  - (ii) The “Area” is defined as the Boston - Cambridge -Quincy MA-NH Metropolitan Statistical Area.
  - (iii) “Annual Income” shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R.5.609 (or any successor regulations) using assumptions provided by HUD.
  - (iv) “Area Median Income” or “AMI” is defined as the median income for the Area, adjusted for family size, as determined by HUD regulations and guidance.
  - (v) An “Eligible Household” is defined as a Family whose Annual Income does not exceed 80% AMI.
- (b) General Rent Restriction. The monthly rent charged to a tenant of a Restricted Unit, including an allowance for any utilities and services required to be paid by the tenant, shall not exceed thirty percent (30%) of the maximum monthly income permissible for an Eligible Household, adjusted for a family size equal to the number of bedrooms in the Unit plus one, unless other affordable program rent limits approved by DHCD shall apply (“Maximum Monthly Rent”). Maximum Monthly Rents and utility allowances shall be adjusted annually as provided herein.
- (c) To the extent that one or more other rent restrictions also apply to the Project and the Restricted Units, the more restrictive rent restriction shall govern. For purposes of this Restriction, this subsection (c) shall be read so that the most restrictive of the restrictions shall apply for the longest period applicable.
- (d) If the rent for a Restricted Unit is subsidized by a state or federal subsidy program, then the rent payable to the Owner with respect to the Restricted Unit may be the amount permitted by such subsidy program, notwithstanding that such rent may exceed the amount specified in Section 10(b) above, provided that the tenant’s share of rent does not exceed the maximum rental expense as provided in this Restriction.

11. Income Certifications. The Owner represents, warrants and covenants that the determination of whether a Family occupying a Restricted Unit meets the income requirements



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set forth herein shall be made by the Owner at the time of leasing of the Restricted Unit and thereafter at least annually on the basis of the then current income of such Family. In initially verifying a Family's income, the Owner shall examine the source documents evidencing Annual Income (e.g. wage statements, interest statements, unemployment compensation statements) for the Family. The Owner shall maintain as part of its Project records copies of all leases of Restricted Units and all initial and Annual Income certifications by tenants of the Restricted Units for a period of at least five (5) years after the date thereof, which shall be available for inspection by the Monitoring Agent, the Municipality and DHCD upon request. Tenants shall also be required to provide such information as the Monitoring Agent may reasonably request in order to ensure that they meet the income requirements set forth in this Restriction.

12. Rent Schedule. The initial Maximum Monthly Rents and allowances for utilities for all Restricted Units are set forth in Exhibit B attached hereto. Annually, the Owner shall submit to the Monitoring Agent (with a copy to DHCD and the Municipality) a proposed schedule of monthly rents and utility allowances for all Restricted Units. The rent schedule shall include the Maximum Monthly Rents applicable to Restricted Units under Section 10 above. Such schedule shall be subject to the approval of the Monitoring Agent for compliance with the requirements of Section 10. Except as set forth in the next paragraph of this Section 12, rents for Restricted Units shall not be increased above the amounts permitted under this Restriction and the Bylaw without the Monitoring Agent's prior written approval of either (a) a specific request by the Owner for a rent increase or (b) the next annual schedule of rents and allowances as set forth in this Section. In all cases, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Owner to all affected tenants. If an annual request for a new schedule of rents for the Affordable Units as set forth above is based on a change in the AMI figures published by HUD, and the Monitoring Agent fails to respond to such a submission within thirty (30) days of receipt thereof, the Monitoring Agent shall be deemed to have approved the submission. If a request for a new schedule of rents for the Affordable Units is made for any other reason, and the Monitoring Agent fails to respond within thirty (30) days of receipt thereof, the Developer may send the Monitoring Agent a notice of reminder, and if the Monitoring Agent fails to respond within thirty (30) days from receipt of such notice of reminder, the Monitoring Agent shall be deemed to have approved the submission.

Without limiting the foregoing, the Owner shall be entitled to a rent increase for Restricted Units to reflect an increase in AMI published by HUD between the date of this Restriction and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 7 by making a submission as provided for in this Paragraph as follows; if the Monitoring Agent receives notice of and approves such rent increase in accordance with this Section 12, the initial Maximum Monthly Rents and allowances for utilities for Restricted Units in Exhibit B shall be deemed to be modified accordingly. If the Monitoring Agent fails to respond to such a submission within thirty (30) days of the Monitoring Agent's receipt thereof, then the Monitoring Agent shall be deemed to have approved the submission and the rents for the Restricted Units may thereafter be increased by the Owner in accordance with such schedule, and in any event, approval of an initial rent rate increase based upon a change in the AMI as provided in this section shall not be unreasonably withheld. In the event of non-response as provided in this paragraph, the Owner shall be deemed to have complied with the requirements of this Section in all respects, provided that in no event shall the rent for a Restricted Unit exceed an amount permitted under Section 10, based on the then existing AMI.

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13. Transfer Restrictions<sup>[WH1]</sup>.<sup>[JC(2)]</sup>

(a) Except for rental of Restricted Units to Eligible Households and rentals of other Units in the ordinary course of business as permitted by the terms of this Restriction, the Owner will not sell, transfer, lease or exchange (collectively, a "Sale") the Project or any portion thereof or any interest therein without the prior written consent of the Municipality, which consent shall be granted by the Municipality provided that: (1) the Owner secures from the transferee a written agreement, which in the case of any transfer other than a transfer of Beneficial Interests, shall be recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the sale, stating that the transferee will assume in full the Owner's obligations and duties under this Restriction, (2) the proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has no documented history of failures to abide by agreements with funding or regulatory agencies of the Commonwealth or the federal government and is not currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, and (3) the Project is in compliance with this Restriction at the time of the proposed Sale.

The Municipality shall, prior to granting such consent, give notice of the proposed transfer to the Monitoring Agent, who shall review the notice of proposed transfer and certify to the Municipality as to whether (a) the notice of transfer is complete in accordance with this Section and (b) the Owner is in compliance with its obligations under this Affordable Housing Restriction.

The Municipality shall consider a request for approval of any request for transfer required by this Section 13 in a commercially reasonable time, but in no event later than 30 days following submission by the Owner of the documents required by this Section 13. Failure to object to consent to transfer under this Section within such 30 days shall be deemed consent to such transfer. Consent to transfer may not be withheld by the Municipality for any reason other than incompleteness of the Notice of Transfer, or that the Owner or the transferee is not in compliance with its obligations under this Affordable Housing Restriction or that the proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has documented history of failures to abide by agreements with funding or regulatory agencies of the Commonwealth or the federal government and is not currently in violation of any agreements with such agencies beyond the time permitted to cure the violation.

(b) The Owner shall provide DHCD and the Municipality with thirty (30) days' prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Owner; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Owner (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Restriction); or
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Owner's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; (iii) with respect to a company or corporation,

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any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation or (iv) with respect to a trust, any interests as a beneficiary or trustee of such trust to receive income, losses, or a return on equity contributions made to such trust.

Notwithstanding the above, the Municipality's consent under this Section 13 shall not be required with respect to the grant by the Owner of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest [JC(3)] or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however, to the provisions of Section 18 hereof.

Owner hereby agrees that it shall provide copies of any and all written notices received by Owner from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

14. Annual Compliance Report. Throughout the term of this Restriction, the Monitoring Agent agrees to prepare and deliver annually a report in a form specified by the Municipality (the "Annual Compliance Report") to the Municipality and DHCD (with a copy to the Owner) regarding the compliance of the Owner and the Project with requirements of this Restriction and the Bylaw. In the Annual Compliance Report, the Monitoring Agent shall annually certify in writing whether the Project continues to contain the minimum number of Restricted Units required by this Restriction; and whether the Project and the Restricted Units have been maintained in a manner consistent with this Restriction, including but not limited to the requirement to equitably integrate and disperse Restricted Units throughout the Project; and whether the Owner has evicted the tenants of any Restricted Units for any reason other than a substantial breach of a material provision of their lease. The Annual Compliance Report shall also indicate the extent of non-compliance with the relevant reporting and/or substantive requirements of this Restriction and, if any, shall describe efforts being made by the Owner to

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remedy such non-compliance. If the tenants of any Restricted Unit have violated their lease with respect to the clauses required under Section 9, the Annual Compliance Report shall include notice of any such violations, including without limitation to, notice of any subleases or other agreements that are in violation of the tenant's agreement to reside in the Restricted Unit under Section 9(d). The Owner shall timely provide the Monitoring Agent with such information as it may reasonably request in order to complete the Annual Compliance Report and any other reporting requirements hereunder. The Monitoring Agent shall deliver the Annual Compliance Report to the Municipality and DHCD within one hundred twenty (120) days of the end of each calendar year during the term of this Restriction.

15. Compliance with Statute and Regulations. The Owner agrees to comply and to cause the Project to comply with all requirements of G.L. c. 40R, the Regulations, DHCD's guidelines, and all other applicable laws, rules, regulations, and executive orders. The Municipality and the Monitoring Agent shall have access during normal business hours to all books and records of the Owner and the Project upon reasonable prior written notice to the Owner in order to monitor the Owner's compliance with the terms of this Restriction but without any unreasonable interference with the operations on the Property.

16. Enforcement and Monitoring. (a) The Municipality and the Monitoring Agent shall each, acting singly, have the power to monitor and enforce the requirements of this Restriction, the Massachusetts Act, and the Bylaw with respect to this Restriction. The Municipality shall retain and the Owner shall pay the costs of the Monitoring Agent for purposes of monitoring and enforcement of the Owner's obligations under this Restriction pursuant to a monitoring services agreement substantially in the form of Exhibit D attached hereto. The Monitoring Agent shall monitor the compliance of the Project with the requirements of this Restriction. The purpose of monitoring is to ensure that (both initially and on an ongoing basis) the income eligibility of the tenants of Restricted Units are properly and reliably determined, rental amounts of Restricted Units are properly computed, the Tenant Selection Plan conforms to all requirements and is properly administered and compliance with its terms continues, Eligible Households are properly chosen, and annual recertification of continued eligibility occurs in accordance with this Restriction.

(b) The Owner and the Monitoring Agent each covenant and agree to give the Municipality written notice of any default, violation or breach of the obligations of the Owner or the Monitoring Agent hereunder, (with a copy to DHCD and the other parties to this Restriction) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If the Municipality becomes aware of a default, violation, or breach of obligations of the Owner or the Monitoring Agent hereunder, the Municipality shall promptly give a notice of such default, breach or violation to the offending party (with a copy to DHCD and the other parties to this Restriction) (the "Municipal Default Notice"). If any default, violation or breach of any provision of this Restriction by the Owner or the Monitoring Agent with respect to this Restriction is not cured within thirty (30) days after the giving of the Municipal Default Notice, then the Municipality may with notice to DHCD terminate this Restriction, or the Municipality and/or Monitoring Agent apply to any state or federal court for specific performance of this Restriction, exercise any other remedy at law or in equity available to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable

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relief against any violations, including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that the Municipality and/or the Monitoring Agent will have no adequate remedy at law), or take any other action as may be necessary or desirable to correct non-compliance with this Restriction, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and/or the Monitoring Agent. The thirty (30) day cure periods set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Owner or Monitoring Agent, as the case may be, is diligently prosecuting such a cure. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting party.

(c) The Owner covenants and agrees to reimburse to the Municipality and/or the Monitoring Agent all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Restriction is acknowledged by the Owner or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Restriction, the Municipality (and/or the Monitoring Agent) does not undertake any liability or obligation relating to the condition of the Property. No delay or omission on the part of the Municipality in enforcing the restrictions contained herein shall operate as a waiver of the right to enforce it, nor shall any delay, omission or waiver on any one occasion be deemed to be a bar to or waiver of the same or of any other right on any future occasion.

17. Further Assurances. The Municipality and/or the Monitoring Agent is authorized to record and/or register any notices or instruments appropriate to assuring the enforceability of this Restriction; and the Owner on behalf of itself and its successors and assigns appoints the Municipality and/or the Monitoring Agent its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Owner and its successors and assigns agree to execute any such instruments upon request. The Owner and the Monitoring Agent each agree to submit any information, documents, or certifications requested by the Municipality which the Municipality shall deem necessary or appropriate to evidence continuing compliance of the Owner and the Monitoring Agent with the terms of this Restriction. The Owner and the Monitoring Agent also agree to submit any information, documentation, or certifications requested by the Municipality to enable it to provide to DHCD the annual update on the Approved District required by 760 CMR 59.07. Additionally, the Owner agrees to submit any information, documents, or certifications requested by the Monitoring Agent which the Monitoring Agent shall deem necessary or appropriate to evidence the continuing compliance of the Owner with the terms of this Restriction and to enable it to prepare the Annual Compliance Report required under Section 14 of this Restriction. The benefits of this Restriction shall be in gross and shall be assignable by the Municipality. The Owner and the Municipality intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of recording and/or registering of any instrument evidencing such approval.

18. Foreclosure. The rights and restrictions contained in this Restriction shall survive and not lapse or terminate if the Project is acquired through foreclosure or deed in lieu of



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foreclosure or similar action, and it is therefore the intention of the parties that the provisions hereof shall survive foreclosure or deed in lieu of foreclosure and shall continue to run with and bind the Project.

19. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given (1) if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Owner:

The Apartments at Cold Brook Crossing LLC  
c/o Chris Claussen  
2134 Sevilla Way  
Naples, FL 34109  
cgclaussen@gmail.com

If to the Municipality:

TOWN OF SUDBURY  
278 Old Sudbury Road  
Sudbury, MA 01776  
[townmanager@sudbury.ma.us](mailto:townmanager@sudbury.ma.us)

If to the Monitoring Agent:

Sudbury Housing Trust  
278 Old Sudbury Road  
Sudbury, MA 01776  
HousingTrust@sudb  
ury.ma.us

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If to DHCD:

Department of Housing and Community Development  
Attention: Smart Growth Zoning Program Coordinator  
Division of Community Services  
100 Cambridge St., Suite 300  
Boston, MA 02114  
Email: [william.reyelt@mass.gov](mailto:william.reyelt@mass.gov) and [dhcdcommunityservices@mass.gov](mailto:dhcdcommunityservices@mass.gov)

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice, and (2) if an electronic copy of such notice, request, or other communication made hereunder is simultaneously delivered by email to the party to be served, provided such party to be served has

(a) identified an email address in this Section 19 or (b) furnished in writing to the party seeking or desiring to serve notice a request to be provided an electronic copy of notices, request, or other communication made hereunder to an identified email address. A notice sent by certified or registered mail shall be deemed given three days after mailing; a notice sent by overnight courier shall be deemed given one day after deposit with such courier; and a notice delivered by hand shall be deemed given upon receipt, regardless of the date on which the recipient party receives a copy of such notice by electronic means.

20. Amendment. This Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Municipality, and DHCD. Notwithstanding the foregoing, or anything else contained herein to the contrary, if at any time the Owner converts the subject Units from apartment rentals, to condominium units to be offered for sale, provided the Owner first obtains all required approvals from the Municipality and DHCD, it is agreed that this Restriction shall be replaced by a revised Restriction, approved by DHCD, suitable for use for condominium units being offered for sale. Any amendments to this Restriction must be in writing and executed by all of the parties hereto.

21. Governing Law. This Restriction shall be governed by the laws of The Commonwealth of Massachusetts.

22. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Restriction invalid, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision or part hereof shall be affected by such holding, the validity of other provisions of this Restriction and of the balance of any provision held to be invalid, illegal or unenforceable, in part only, shall in no way be affected thereby, and this Restriction shall be construed as if such invalid, illegal, or unenforceable provision or part hereof had not been contained herein.

23. Mortgagee Consents. The Owner represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this



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Restriction and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Affordable Housing Restriction Agreement for 40R Rental Project attached as Exhibit B hereto and made a part hereof.

24. Casualty; Demolition; Change of Use.

(a) Subject to the rights of any lender holding a mortgage on the Project that meets the criteria set forth in Section 13(d), the Owner represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Owner will use Commercially Reasonable efforts to repair and restore all or a portion of the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Restriction. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings of the Project are destroyed, if such destroyed buildings are not restored by the Owner, the Owner shall be required to maintain the same percentage of Restricted Units of the total number of units in the Project. For purposes hereof, "Commercially Reasonable" shall mean the extent of repair and restoration of the Project that is financially feasible for the Owner, taking into account the availability of financing, capital, and insurance proceeds of the Owner.

(b) The Owner shall not, without prior written approval of DHCD and the Municipality and an amendment to this Restriction, change the type, size, location, maximum rents or number of Restricted Units as identified in Exhibit B unless expressly permitted by the terms of this Restriction. The Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect.

25. Recording. Upon execution, the Owner shall immediately cause this Restriction and any amendments hereto to be recorded with the Registry, and the Owner shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Owner shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Restriction.

26. Representations. The Owner hereby represents, covenants and warrants as follows:

(a) The Owner (i) is a Massachusetts Limited Liability Company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Restriction.

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(b) The execution and performance of this Restriction by the Owner (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Restriction, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Restriction, any loan documents relating to the Project the terms of which are approved by the Municipality and the Monitoring Agent, or other permitted encumbrances, including mortgages referred to in Section 23).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Restriction) or would materially adversely affect its financial condition.

No documentary stamps are required as this Restriction is not being purchased by the Municipality.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

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IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the date and year first written above.

**OWNER:**

The Apartments at Cold Brook Crossing  
LLC

By:

\_\_\_\_\_  
Christopher Claussen, Manager

**MUNICIPALITY:**

Town of Sudbury

By:

\_\_\_\_\_  
Chair  
Sudbury Select Board

**MONITORING AGENT:**

Sudbury Housing Trust

By:

\_\_\_\_\_  
Chair, Sudbury Housing Trust

Attachment 18.a: Apartments at Cold Brook Crossing LLC Affordable Housing Restriction final DHCD redlines 09 02 21 WCH 9-16-21 DHCD 09 21

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STATE OF FLORIDA

COLLIER COUNTY

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned notary public, Christopher Claussen personally appeared and proved to me through satisfactory evidence of identification, which was a valid State of Florida Driver’s License, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_, a [form of organization], and acknowledged to me that he signed it voluntarily for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

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

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

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

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

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

Attachment 18.a: Apartments at Cold Brook Crossing LLC Affordable Housing Restriction final DHCD redlines 09 02 21 WCH 9-16-21 DHCD 09 21

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Attachments:

EXHIBIT A - Legal Property Description

EXHIBIT B - Initial Rent Schedule and Unit Assignments & Location of Restricted Units

EXHIBIT C - Consent and Subordination of Mortgage to Affordable Housing Restriction Agreement for 40R Rental Project

EXHIBIT D - Monitoring Services Agreement

EXHIBIT E - Certificate of Approval Affordable Housing Restriction G.L. c. 184, §32

EXHIBIT ALegal Property Description

Lot S as shown on Plan 230 of 2021 (Sheets 1-3) recorded at Middlesex South Deeds, being further bounded and described as follows:

Beginning at a point on the northerly side of North Road located 42.28' northeasterly from a stone highway bound at land now or formerly of the Town of Sudbury;

thence along the Town of Sudbury land

N 00°00'00" E a distance of 521.49' to other land of the grantor;

thence along grantor's other land:

N 90°00'00" E a distance of 225.83';

S 87°20'24" E a distance of 59.72';

S 85°00'00" E a distance of 123.60';

with a curve turning to the left with an arc length of 107.06',

with a radius of 247.00',

S 13°42'06" E a distance of 323.81' to North Road;

thence along North Road S 65°17'54" W a distance of 318.22' to a stone highway bound;

thence with a curve turning to the right with an arc length of 191.88',

with a radius of 698.75' a stone highway bound;

thence S 81°01'54" W a distance of 119.93' to the point of beginning, having an area of approximately 244,359 square feet, 5.610 acres.

For title see deed of Quarry North Road LLC dated March 22, 2021 and recorded at Middlesex South Registry of Deeds in Book 77312, Page 59.

EXHIBIT B

Initial Maximum Rent and Utility Allowance Schedule

Description of Units	Contract/Gross Rent	Utility Allowance	Net/Effective Rent	No. of Units
<u>Studio</u>	N/A	N/A	N/A	N/A
<u>1 bedroom units</u>	\$2,021	\$124	\$1,897	14
<u>2 bedroom units</u>	\$2,274	\$188	\$2,086	9
<u>3 bedroom units</u>	\$2,526	\$175	\$2,351	3

Initial Location of Restricted Units

The housing units which are the initial Restricted Units are those designated as unit numbers at 437 Cold Brook Drive 101, 104, 202, 205, 207, 213, 303, 309, 311, 312, 402, 405, 410, 414 and at 435 Cold Brook Drive 102, 107, 112, 201, 203, 208, 308, 309, 312, 403, 407, 410, in the table that follows and details additional unit characteristics, and on a plan entitled The Apartments at Cold Brook Crossing Building Numbered Unit Plans date 1/29/21, attached hereto with a reduced-scale copy of said plan included herein with enhanced identification of the corresponding Restricted Units.

Initial Maximum rent and Utility Allowance Schedule may be modified prior to marketing or the units otherwise being made available for rental, and annually thereafter, in accordance with Section 12 of this Affordable Housing restriction.

Attachment 18.a: Apartments at Cold Brook Crossing LLC Affordable Housing Restriction final DHCD redlines 09 02 21 WCH 9-16-21 DHCD 09 21



EXHIBIT B

The Apartments at Cold Brook Crossing, Sudbury, MA 01776									
	Unit #	Floor Level	Bedrooms	Bathrooms	Unit Size	Model #/Type	Accessible	Den	Balcony
Building 1 (437 Cold Brook Drive)	101	One	3	2	1,512	113	Yes	No	Yes
	104	One	1	1	803	114	No	No	Yes
	202	Two	2	2	1,149	T15	No	No	Yes
	205	Two	1	1	781	T09	No	No	No
	207	Two	1	1	815	T07	No	No	Yes
	213	Two	3	2	1,534	T01	No	No	Yes
	303	Three	1	1	973	T11	No	Yes	Yes
	309	Three	2	2	983	T05	No	No	No
	311	Three	1	1	832	T03	Yes	No	No
	312	Three	2	2	1,112	T06	No	No	No
	402	Four	2	2	1,149	T15	No	No	Yes
	405	Four	1	1	781	T09	No	No	No
	410	Four	2	2	1,104	T08	No	No	No
	414	Four	1	1	795	T04	No	No	Yes
Building 2 (435 Cold Brook Drive)	102	One	3	2	1,536	101	Yes	No	Yes
	107	One	2	2	951	110	No	No	No
	112	One	1	1	1,034	111	No	Yes	Yes
	201	Two	2	2	1,087	T02	No	No	Yes
	203	Two	1	1	795	T04	No	No	Yes
	208	Two	1	1	815	T07	No	Yes	No
	308	Three	1	1	815	T07	No	Yes	No
	309	Three	1	1	793	T10	No	No	No
	312	Three	2	2	1,058	T11	No	No	Yes
	403	Four	1	1	795	T04	No	No	Yes
	407	Four	2	2	1,104	408	Yes	No	No
	410	Four	1	1	781	T09	No	No	Yes

Attachment 18.a: Apartments at Cold Brook Crossing LLC Affordable Housing Restriction final DHCD redlines 09 02 21 WCH 9-16-21 DHCD 09 21

EXHIBIT B

**A = Affordable/Restricted Unit**



**PAPPAGEORGE  
 HAYMES**

1000 State Street, Suite 200  
 Sudbury, MA 01970  
 Phone: 508.548.1000  
 Fax: 508.548.1001  
 Website: www.pappageorgehaymes.com

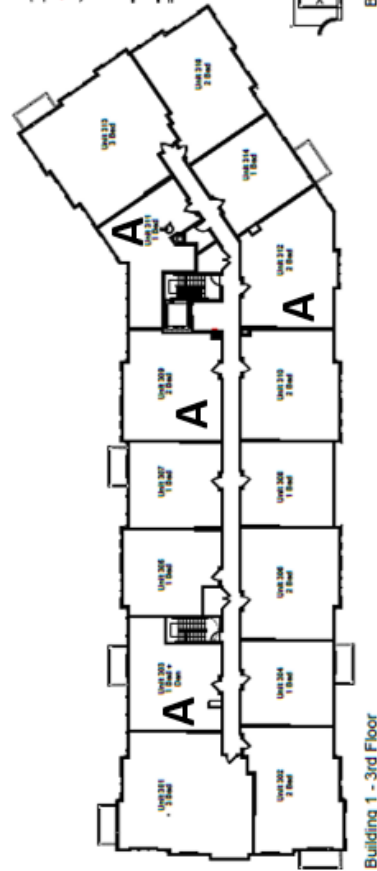
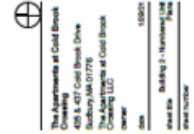
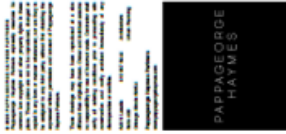


EXHIBIT B



**A = Affordable/Restricted Unit**

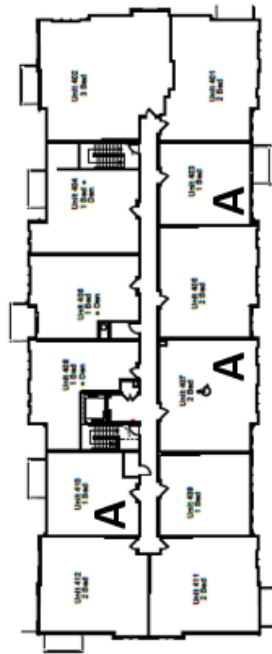


EXHIBIT C

**CONSENT AND SUBORDINATION OF MORTGAGE  
TO AFFORDABLE HOUSING RESTRICTION  
AGREEMENT FOR 40R RENTAL PROJECT**

Reference is hereby made to a certain Mortgage dated April 13, 2021 given by Bank of New England to The Apartments at Cold Brook Crossing, recorded with the South Middlesex Registry of Deeds at Book 77505, Page 386 (“Mortgage”).

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Restriction and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Restriction, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

Bank of New England

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

**COMMONWEALTH OF MASSACHUSETTS**

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document and acknowledged to me that he/she signed it voluntarily for its stated purpose, as [Title] of [Bank], a [form of organization (e.g., limited partnership, limited liability company, corporation)].

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

Attachment 18.a: Apartments at Cold Brook Crossing LLC Affordable Housing Restriction final DHCD redlines 09 02 21 WCH 9-16-21 DHCD 09 21

EXHIBIT D

**40R RENTAL MONITORING SERVICES AGREEMENT**

This 40R Rental Monitoring Services Agreement (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and among The Apartments at Cold Brook Crossing LLC, and its successors and assigns (together, the “Owner”) having an address of 2134 Sevilla Way Naples, FL 34109, the Town of Sudbury, and its successors and assigns, or its designee, acting by and through its Town Manager ( the “Municipality”), and Sudbury Housing Trust, having an address at 278 Old Sudbury Road Sudbury, MA 01776, and its successors and permitted assigns, or its designee (the “Monitoring Agent”).

RECITALS

WHEREAS, the Owner has commenced construction of a one hundred one (101) unit rental development which will be constructed pursuant to a continuous buildout, consisting of two (2) residential buildings and certain accessory structures, on a property which is located 435 and 437 Cold Brook Drive, in the Municipality, as such property and the proposed improvements thereon (the “Project”) is more particularly shown on Exhibit A attached hereto; and

WHEREAS, the Department of Housing and Community Development (“DHCD”) promulgated regulations at 760 CMR 59.00 (the “Regulations”) and issued its Guidance for M.G.L. c. 40R and 760 CMR 59.00: Smarth Growth Zoning and Starter Home Zoning (“40R Guidelines”), which collectively establish the affordability and related requirements for the Project and the Affordable Housing Restriction Agreement for 40R Rental Project, dated \_\_\_\_\_, 20\_\_, recorded at the \_\_\_\_\_ County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “40R Restriction”); and

WHEREAS, as part of the Melone Smart Growth Overaly District (hereinafter, the “District”) approved at the Annual Town Meeting on May 7, 2019, the Project shall consist of a total number of one hundred one (101) rental units, (the “Units”) of which twenty-six (26) will be rented to eligible households (the “Restricted Units”) at rents specified in the 40R Restriction; and

WHEREAS, pursuant to the requirements of the District and the 40R Restriction, the Restricted Units will be rented to Eligible Households (as defined in the 40R Restriction) and the Monitoring Agent has been selected by the Municipality to perform monitoring and enforcement services regarding compliance of the Project with the 40R Restriction during its term; and

WHEREAS, the Restricted Units shall be identified by individual unit numbers for each phase of the Project prior to the issuance of a certificate of occupancy for such phase.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Monitoring Services. From the date hereof, the Monitoring Agent shall both monitor and enforce the Project’s compliance with the requirements of the 40R Restriction, as more fully described herein.
  - a. Affordability Requirement.
    - (1) Throughout the term of this Agreement, the Monitoring Agent shall ensure that the Restricted Units constructed as part of the Project are approved by the Municipality and rented for no more than the rental rates set for

40R Affordable Housing Restriction

40R Restriction to Eligible Households. The Monitoring Agent shall also ensure that the rental rates charged by the Owner are approved or otherwise deemed approved by the Monitoring Agent pursuant to the 40R Restriction.

- (2) Upon execution, the Owner shall immediately cause this Agreement and any amendments hereto to be recorded with the appropriate registry of deeds, and the Owner shall pay all fees and charges incurred in connection therewith. The Monitoring Agent shall ensure that the 40R Restriction is recorded by the Owner with the appropriate registry of deeds.
- b. Annual Reports. Throughout the term of this Agreement, the Monitoring Agent agrees to annually prepare and deliver the Annual Compliance Report (as defined in the 40R Restriction) to the Municipality and DHCD regarding the Owner's and the Project's compliance requirements under the 40R Restriction. The Annual Compliance Report shall include the contents required by the 40R Restriction and shall be delivered to the Municipality and DHCD within one hundred and twenty (120) days of the end of each calendar year.
- c. Supplemental Monitoring Services. The Monitoring Agent shall provide reasonable supplemental monitoring on its own initiative in order to ensure to the extent practicable the compliance of the Project and the Owner with the 40R Restriction. The services hereunder shall not include any construction monitoring. The services hereunder shall include follow-up discussions with the Owner, if appropriate, after an event of noncompliance.
- d. Monitoring Services Fee. The Monitoring Agent shall receive a fee of \$ 300 per Restricted Unit from the Owner at the time of execution of this Agreement to be used, *inter alia*, for its monitoring services hereunder. In addition, the Owner shall pay the Monitoring Agent an additional fee in the amount of \$200 per Restricted Unit for each subsequent year thereafter, payable within thirty (30) days after receipt by the Owner of the Monitoring Agent's Annual Compliance Report. Such annual fee shall constitute payment in full for the services of the Monitoring Agent for the period covered by the applicable Annual Compliance Report. If this Agreement is terminated pursuant to Section 1(f) herein, then the annual fee payable hereunder shall be pro rated based on the number of days from the beginning of the applicable year through the termination date.
- e. Enforcement Services. In the event of serious or repeated violations of the substantive or reporting requirements of the 40R Restriction or a failure by the Owner to take appropriate actions to cure a default under the 40R Restriction, the Monitoring Agent shall have the right, with the prior consent of the Municipality, to take appropriate enforcement action against the Owner including, without limitation, legal action to compel the Owner to comply with the requirements of the 40R Restriction. The 40R Restriction provides for payment by the Owner of reasonable costs and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the Owner hereunder. The Monitoring Agent shall be entitled to seek recovery of all reasonable costs and expenses incurred in enforcing the 40R Restriction against the Owner and to assert a lien on the Project to secure payment by the Owner of such fees and expenses.
- f. Default Under This Agreement.



- (1) If any default, violation or breach by the Owner under this Agreement is not cured to the satisfaction of the Monitoring Agent within thirty (30) days after notice to the Owner thereof, then the Monitoring Agent or the Municipality may exercise any remedy at law or in equity available. No such failure to cure a default, however, will be deemed to exist if the Owner has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the Owner.
  - (2) The Owner shall pay all reasonable costs and expenses, including legal fees, incurred by the Monitoring Agent and the Municipality in enforcing this Agreement, and, in the event of any action by the Monitoring Agent or the Municipality against the Owner, the Monitoring Agent or the Municipality shall be entitled to seek an attachment against the Owner's property including, without limitation, its interest in the Project. The Monitoring Agent or the Municipality may perfect a lien on the Project by recording/filing one or more certificates setting forth the amount of the costs and expenses due and owing in the Registry. A purchaser of the Project or any portion of it shall be liable for the payment of any unpaid costs and expenses which were the subject of a recorded/filed certificate prior to the purchaser's acquisition of the Project or portion thereof; provided, however, a mortgagee foreclosing on all or any portion of the Project, or a purchaser at any foreclosure sale, shall have no liability for any such costs or expenses.
  - (3) In the case of default by the Monitoring Agent under this Agreement, the Municipality may (1) terminate this Agreement and/or the Monitoring Agent with sixty (60) day notice to all parties; or (2) apply to any state or federal court for specific performance of this Agreement; or (3) exercise any other action as may be necessary or desirable to correct such default by the Monitoring Agent under this Agreement.
- g. Term. The term of this Agreement shall be the longest period customarily allowed by law but shall be no less than thirty (30) years. Notwithstanding the foregoing sentence, in no event shall the term of this Agreement exceed the duration of the 40R Restriction.
- h. Responsibility of Monitoring Agent. The Monitoring Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.
- i. Successor Monitoring Agent/Further Delegation.
- (1) Should the Monitoring Agent be dissolved or become incapable of fulfilling its obligations during the term of this Agreement, the Municipality shall have the right to appoint a successor to serve as the Monitoring Agent for the remaining term of this Agreement. The Monitoring Agent shall give the Municipality and the Owner at least six (6) months written notice prior to any such dissolution or incapacity in order to allow the Municipality to appoint a successor to assume the rights and obligations of the Monitoring Agent under this Agreement and the 40R Restriction. In the event of termination of the Monitoring Agent, the Municipality shall promptly appoint a new successor monitoring agent to serve as the Monitoring Agent for the remaining term of this Agreement.
  - (2) The Monitoring Agent shall not delegate all or any portion of the obligations hereunder without the prior written approval of the Municipality



Monitoring Agent performs any functions of the Owner, including, but not limited to performing marketing tasks, that would be subject to oversight by the Monitoring Agent, the Monitoring Agent must delegate oversight of such functions to the Municipality or an entity approved by the Municipality unless otherwise permitted in writing by the Municipality.

- j. Indemnity. The Owner agrees to indemnify and hold harmless the Monitoring Agent and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Monitoring Agent or the Municipality by reason of its relationship with the Project under this Agreement and not involving the Monitoring Agent or the Municipality acting in bad faith or with gross negligence.
- k. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of The Commonwealth of Massachusetts.
- l. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.
- m. Headings. All paragraph headings in this Agreement are for the convenience of reference only and are not intended to qualify the meaning of the paragraph.
- n. Municipality's Right to Enforcement and Reliance. The Municipality shall be entitled to enforce this Agreement and may rely on the benefits of this Agreement.
- o. Entire Agreement. With the exception of the 40R Restriction, this Agreement supersedes all prior agreements between the parties with respect to the Project, whether oral or written including, without limitation, all correspondence between the parties and between counsels for their respective parties. This Agreement, together with the 40R Restriction, constitutes the sole and entire agreement between the parties hereto with respect to the subject matter thereof, and the rights, duties, and obligations of the parties with respect thereto. In executing this Agreement, the Monitoring Agent acknowledges that the Monitoring Agent is not relying on any statement, representation, warranty, covenant or agreement of any kind made by the Owner or the Municipality or any employee or agent of any of the foregoing, except for the agreements set forth herein. This Agreement may not be modified or amended except with the written consent of the Municipality, Monitoring Agent, and DHCD.
- p. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder, hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

The Apartments a Cold Brook Crossing  
435 & 437 Cold Brook Drive Sudbury

40R Affordable Housing Restriction

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**OWNER:**

The Apartments at Cold Brook Crossing LLC

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

Name: \_Christopher Claussen  
Its: Manager

**MUNICIPALITY:**

Town of Sudbury

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

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

Its: \_\_\_\_\_

**MONITORING AGENT:**

Sudbury Housing Trust

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

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

Its: \_\_\_\_\_

Attachment 18.a: Apartments at Cold Brook Crossing LLC Affordable Housing Restriction final DHCD redlines 09 02 21 WCH 9-16-21 DHCD 09 21

STATE OF FLORIDA

COLLIER COUNTY

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

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

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

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

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

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

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

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

Attachment 18.a: Apartments at Cold Brook Crossing LLC Affordable Housing Restriction final DHCD redlines 09 02 21 WCH 9-16-21 DHCD 09 21

**EXHIBIT A**

**Description of the Property**

Lot S as shown on Plan 230 of 2021 (Sheets 1-3) recorded at Middlesex South Deeds, being further bounded and described as follows:

Beginning at a point on the northerly side of North Road located 42.28' northeasterly from a stone highway bound at land now or formerly of the Town of Sudbury;

thence along the Town of Sudbury land

N 00°00'00" E a distance of 521.49' to other land of the grantor;

thence along grantor's other land:

N 90°00'00" Ea distance of 225.83';

S 87°20'24" Ea distance of 59.72';

S 85°00'00" Ea distance of 123.60';

with a curve turning to the left with an arc length of 107.06',

with a radius of 247.00',

S 13°42'06" Ea distance of 323.81' to North Road;

thence along North Road S 65°17'54" W a distance of 318.22' to a stone highway bound;

thence with a curve turning to the right with an arc length of 191.88',

with a radius of 698.75' a stone highway bound;

thence S 81°01'54" W a distance of 119.93' to the point of beginning, having an area of approximately 244,359 square feet, 5.610 acres.

For title see deed of Quarry North Road LLC dated March 22, 2021 and recorded at Middlesex South Registry of Deeds in Book 77312, Page 59.

EXHIBIT E

Certificate of Approval  
Affordable Housing Restriction G.L. c. 184, §32

The undersigned Undersecretary of the Massachusetts Department of Housing and Community Development hereby certifies that the Affordable Housing Restriction Agreement for 40R Rental Project made and declared by \_\_\_\_\_ and recorded with the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, or filed with the \_\_\_\_\_ Registry District of the Land Court as Document No. \_\_\_\_\_, noted on Certificate of Title No. \_\_\_\_\_, with respect to land in the Town/City of \_\_\_\_\_ described in deed recorded with the \_\_\_\_\_ Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_, or filed with the \_\_\_\_\_ Registry District of the Land Court as Document No. \_\_\_\_\_ noted on Certificate of Title No. \_\_\_\_\_, is hereby declared to be in the public interest and is approved pursuant to the provisions of Massachusetts General Laws chapter 184, section 32.

Date: \_\_\_\_\_

By: \_\_\_\_\_,  
Director, authorized signatory for  
\_\_\_\_\_, Undersecretary of the Department of Housing  
and Community Development

Commonwealth of Massachusetts

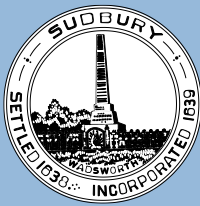
Suffolk, ss.

Date: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

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

Attachment 18.a: Apartments at Cold Brook Crossing LLC Affordable Housing Restriction final DHCD redlines 09 02 21 WCH 9-16-21 DHCD 09 21



SUDBURY SELECT BOARD  
Tuesday, September 28, 2021

**CONSENT CALENDAR ITEM**  
**19: Board of Registrars appointment**

REQUESTOR SECTION

Date of request:

Requestor: Town Clerk Beth Klein

Formal Title: Vote to appoint John M. McQueen, Jr., 265 Hudson Road, Democrat, to the Board of Registrars of voters for a three-year term ending May 31, 2024.

Recommendations/Suggested Motion/Vote: Vote to appoint John M. McQueen, Jr., 265 Hudson Road, Democrat, to the Board of Registrars of voters for a three-year term ending May 31, 2024.

Background Information:

The term of Kathleen Precourt (Democrat) expired May 2021, and she has stated that she does not wish to be reappointed. A letter was sent to the Chair of the Democratic committee notifying them that they had 45 days to provide the Select Board with any recommendations as required pursuant to MGL Chap. 51, Sec. 15. (see attached letter). The Chair sent a list with three candidates. After contacting all three only Mr. McQueen responded and therefore, the Town Clerk is requesting that the Select Board vote to appoint Mr. McQueen for a term to commence upon appointment. The Town Clerk has spoken with Mr. McQueen and has determined that he is qualified to be a member of the Board of Registrars. A copy of his application is attached.

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Financial impact expected:n/a

Approximate agenda time requested:

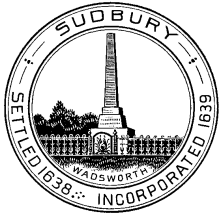
Representative(s) expected to attend meeting:

Review:

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

09/28/2021 6:00 PM





## TOWN OF SUDBURY

Office of Select Board

[www.sudbury.ma.us](http://www.sudbury.ma.us)

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

Email: [SBadmin@sudbury.ma.us](mailto:SBadmin@sudbury.ma.us)

June 9, 2021

**VIA: Certified Mail**

Tania Vitvitsky  
Democratic Town Committee Chair  
55 Hudson Road, Apt. 8A  
Sudbury, MA 01776

Dear Chairman Vitvitsky:

The appointment term of Democrat Kathy Precourt to the Board of Registrars expired on May 31, 2021.

General Laws Chapter 51, s.15, requires:

“Every such appointment shall be made in a town by the selectmen or the appointing authority from a list to be submitted to them by the town committee of the political party from the members of which the position is to be filled, containing the names of three enrolled members of such party resident in the town, selected by a majority vote at a duly called meeting, at which a quorum is present, of such committee; and every member of a board of registrars of voters shall serve until the expiration of his term and until his successor has qualified; provided, however, if the chairman of the town committee has not submitted such list to the selectmen or the appointing authority within forty-five days after a notification to said chairman by certified mail, the selectmen or the appointing authority shall make said appointment without reference to such a list.”

We ask that the Democratic Town Committee please submit three recommendations to the Select Board’s office and the Town Clerk’s office for this appointment, in accordance with the above-stated statute.

If you have any questions, please don’t hesitate to contact us at [SBadmin@sudbury.ma.us](mailto:SBadmin@sudbury.ma.us) or 978-639-3381.

Thank you for your assistance.

Very truly yours,

*Patricia B. Golden*

Patricia B. Golden  
Senior Admin. Asst. to the Town Manager

cc: Town Clerk

**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: \_\_\_\_\_

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

Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work or Cell phone: \_\_\_\_\_

Years lived in Sudbury: \_\_\_\_\_

Brief resume of background and pertinent experience:

Municipal experience (if applicable):

Educational background:

Reason for your interest in serving:

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

Do you or any member of your family have any business dealings with the Town? If yes, please explain:

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Attachment 19.b: JMM Inputs - Sudbury Registrar Application-for-Appointment 9-16-21\_redact (4846 : Board of Registrars appointment)

John M. McQueen  
265 Hudson Road, Sudbury

Application for Board of Registrars of Voters

**\*Brief Resume of background and pertinent experience:**

My accumulated work history, education and participations as a professional problem-solver, supervisor, team-player and independent contributor have enabled me to successfully achieve corporate, organizational and community objectives in both private and public sectors. I have been fortunate to design, manage and lead multi-faceted programs and to apply the competencies to serve advancement of a variety of initiatives to diverse audiences/constituencies...as well as detailed tasks, which would potentially be a part of the registrar's role.

I sustain memberships with WalkBoston, LivableStreets Alliance, Trustees of Reservations, Friends of the Bruce Freeman Rail Trail, and Sudbury Democratic Town Committee (town election and member dues).

In 2021, I was elected to and actively serve on the Board of the Friends of the Bruce Freeman Rail Trail as one of Sudbury's representatives.

Currently, I am a seated, appointed member of the Regional Transportation Advisory Council/RTAC/The Advisory Council (i.e., an organization of the Boston MPO, which evaluates and recommends highway and rail trail projects for TIP funding and research); since 2005, I have represented WalkBoston on RTAC. Plus, I continue to serve on the Harvard Allston Construction Mitigation Subcommittee, since co-founding the group in 2007 to oversee the campus expansion development and community impacts.

In 2012, I was appointed by Governor Patrick to be a member of the Massachusetts Bicycle and Pedestrian Advisory Board/MABPAB. I served on the board for seven years, and actively participated in developing the MA Complete Streets Program as well as the prevailing (non-motorized transportation) MA Pedestrian Plan and MA Bicycle Plan. Additionally, I am a former appointed member of the Transportation Advisory Committee/TAC (i.e., established by MassDOT to advise its secretaries on MassDOT/MBTA reform initiatives).

**\*Reason for your interest in serving:**

Being a native-born citizen of the U.S.A., I am a staunch adherent to the U.S. Constitution and to the Laws of the Land & Commonwealth of Massachusetts. As such, I am passionate about preserving, serving, and advancing democracy & the communal rights and obligations of citizenship + governing bodies which are fostered and sustained by conducting free and fair elections. It is worth noting that I was a registered Republican until 2004, when I left the party to join the Democratic Party.