

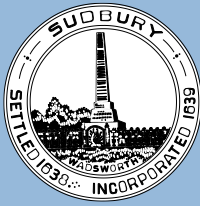
SUDBURY SELECT BOARD
TUESDAY JANUARY 4, 2022
6:15 PM, ZOOM

Item #	Time	Action	Item
	6:15 PM		CALL TO ORDER
EXECUTIVE SESSION			
1.		<i>VOTE</i>	Open in regular session and immediately vote to enter executive session to review and approve executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).
2.		<i>VOTE</i>	Continue executive session to conduct strategy session in preparation for negotiations with nonunion personnel and/or to conduct contract negotiations with nonunion personnel (Town Manager) pursuant to General Laws chapter 30A, §21(a)(exception 2).
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
MISCELLANEOUS			
4.		<i>VOTE</i>	Discussion and possible vote on Bruce Freeman Rail Trail (BFRT) lease. Update on draft Annual Town Meeting articles. (~35 min.)
5.			Quarterly update with Sudbury Diversity, Equity, and Inclusion (DEI) Commission co-chairs. (~30 min.)
6.		<i>VOTE</i>	Discussion on preparation for Legislators update and possible vote to send the participating Legislators a letter in advance of the 1/18 meeting. (~20 min.)
7.		<i>VOTE</i>	2022 goal setting next steps. Develop deliverables and possibly assign and vote Select Board liaisons to goals. (~30 min.)
8.			Discussion on draft Capital Plan and Free Cash appropriations. Town Manager Hayes to present. (~20 min.)

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible, however, the estimated timing may occasionally be inaccurate.

Item #	Time	Action	Item
9.		<i>VOTE</i>	Discuss potential 2022 Annual Town Meeting Select Board and Town articles and possibly vote on articles to put forward. (~40 min.)
10.		<i>VOTE</i>	American Rescue Plan Act (ARPA) process and timeline discussion and possible vote about engaging external consultant (~20 min.)
11.		<i>VOTE / SIGN</i>	Discussion and vote whether to send a letter of support to the Boston Region MPO Central Transportation Planning Staff regarding the Town of Weston intersection reconstruction (Route 20/Wellesley Street/Boston Post Road) TIP ID #608940. (~15 min.)
12.			Discuss topics to be assigned for Winter 2022 - Select Board newsletter. (~10 min).
13.		<i>VOTE</i>	Review open session minutes of 11/15/21 (goal setting) and 11/16/21, and possibly vote to approve minutes.
14.			Citizen's Comments (cont)
15.			Upcoming Agenda Items
CONSENT CALENDAR			
16.		<i>VOTE</i>	Vote to enter into the Town record and congratulate Fiona Kathleen Prendergast of Scout Troop 65 for having achieved the high honor of Eagle Scout.
17.		<i>VOTE</i>	Vote to accept a \$30,000 donation from the estate of Richard Campana to the Sudbury Senior Center.
18.		<i>VOTE / SIGN</i>	Vote to approve and sign the Intermunicipal Agreement (IMA) Extension for the Making the Connections Microtransit Program to June 30, 2022.
19.		<i>VOTE</i>	Vote to accept a grant from the Commonwealth of Massachusetts in the amount of \$10,000 for the purchase of Poll Pads to be used by the Town Clerk's office at elections and Town Meetings, and to further authorize the Town Manager to accept said funds on behalf of the Select Board.
20.		<i>VOTE</i>	Vote to accept a grant from the Sudbury Foundation in the amount of \$1140 to purchase signage for two new water bottle filling stations at Feeley and Featherland fields.
21.		<i>VOTE</i>	Vote to accept a grant from the Sudbury Foundation in the amount of \$5000 to enable the Sudbury Diversity, Equity and Inclusion (DEI) Commission to engage consultant Nicholas Argo in a storytelling project addressing racism and identity-based treatment in Sudbury.

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, January 4, 2022

EXECUTIVE SESSION**1: Executive session to review minutes****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Open in regular session and immediately vote to enter executive session to review and approve 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: Open in regular session and immediately vote to enter executive session to review and approve 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 drafts of 11/30/21 and 12/21/21.

Financial impact expected:

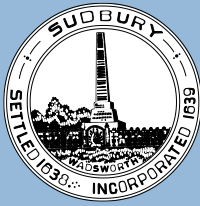
Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

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

01/04/2022 6:15 PM

**SUDBURY SELECT BOARD**

Tuesday, January 4, 2022

EXECUTIVE SESSION**2: Executive Session re: negotiation with nonunion personnel (Town Mgr)****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Continue executive session to conduct strategy session in preparation for negotiations with nonunion personnel and/or to conduct contract negotiations with nonunion personnel (Town Manager) pursuant to General Laws chapter 30A, §21(a)(exception 2).

Recommendations/Suggested Motion/Vote: Continue executive session to conduct strategy session in preparation for negotiations with nonunion personnel and/or to conduct contract negotiations with nonunion personnel (Town Manager) pursuant to General Laws chapter 30A, §21(a)(exception 2).

Background Information:

Financial impact expected:

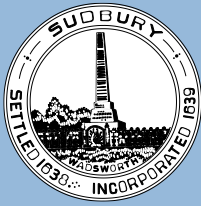
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

01/04/2022 6:15 PM

**SUDBURY SELECT BOARD**

Tuesday, January 4, 2022

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:

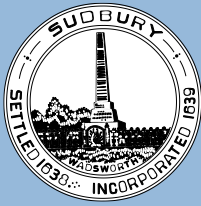
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

01/04/2022 6:15 PM

**SUDBURY SELECT BOARD**

Tuesday, January 4, 2022

MISCELLANEOUS (UNTIMED)**4: Discussion on BFRT lease and draft ATM articles****REQUESTOR SECTION**

Date of request:

Requestor: Chair Roberts

Formal Title: Discussion and possible vote on Bruce Freeman Rail Trail (BFRT) lease. Update on draft Annual Town Meeting articles. (~35 min.)

Recommendations/Suggested Motion/Vote: Discussion and possible vote on Bruce Freeman Rail Trail (BFRT) lease. Update on draft Annual Town Meeting articles. (~35 min.)

Background Information:

Financial impact expected:

Approximate agenda time requested: 35 minutes

Representative(s) expected to attend meeting:

Review:

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

01/04/2022 6:15 PM

12-2-21 DRAFT

LEASE AGREEMENT

This LEASE AGREEMENT (the “*Lease*”) is entered into this _____ day of _____, 2022 (the “*Commencement Date*”) by and between the **MASSACHUSETTS DEPARTMENT OF TRANSPORTATION**, a body politic and corporate and a public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to M.G.L. Chapter 6C, as amended (the “*Enabling Act*”), having an address of Ten Park Plaza, Boston, Massachusetts 02116 (“*Landlord*” or “*MassDOT*”); and the **TOWN OF SUDBURY**, a municipal corporation and a body politic and corporate having an address of Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776, Massachusetts (“*Tenant*” or “*Town*”).

WHEREAS, MassDOT is the owner of the right-of-way known as _____ (USRA Line Code _____), (the “*MassDOT ROW*”), which MassDOT ROW is located in the Town of Sudbury, and which comprises a portion of the Premises, as defined herein.

WHEREAS, the Federal Highway Administration (the “*FHWA*”) has or will provide MassDOT with funds in an amount (the “*Appropriation*”) sufficient to pay for _____ (____%) of the costs associated with the design and construction of a transportation path on the Premises (the “*Multi-Use Path*”), which Multi-Use Path will comprise a portion of the Bruce Freeman Rail Trail.

WHEREAS, as a condition of providing the Appropriation, the FHWA requires, among other things, that Tenant coordinate and oversee the design of the Multi-Use Path and that Landlord coordinate and oversee the construction of the Multi-Use Path.

WHEREAS, Tenant has completed and the FHWA has approved the final design plans and specifications for the Multi-Use Path.

WHEREAS, as a further condition of providing the funds for the construction of the Multi-Use Path, the FHWA requires that the Town obtain possession of the Premises prior to the solicitation of bids for the construction of the Multi-Use Path.

NOW, THEREFORE, FOR CONSIDERATION PAID, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

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ARTICLE I FUNDAMENTAL LEASE PROVISIONS

1.1 Reference Subjects

Each reference in this Lease to any of the following subjects shall incorporate the following information:

Commencement Date:	As defined above.
Premises:	<p>(1) The parcel or parcels of land owned by the Massachusetts Department of Transportation, in the Town of Sudbury, MA: from a point located at approximately Railroad Valuation Station ____ as shown on Railroad Valuation Series __, Map __ (Project Station ____) to a point approximately ____, located at approximately Railroad Valuation Station ____ as shown on Railroad Valuation Series ____, Map ____; and as more particularly shown on a Plan prepared by _____, entitled “ _____ Federal _____ Aid _____ Project _____ No. _____ ”, dated _____, (the “Plan”). Sheet 1 of ____ of the Plan is attached hereto as <i>Exhibit A</i> and incorporated herein by this reference. The entire Plan (Sheets 1 through _____) is on file with the Massachusetts Department of Transportation and the Town of Sudbury, and incorporated herein by this reference.</p>
Landlord:	Massachusetts Department of Transportation
Tenant:	Town of Sudbury
Term:	Ninety-nine (99) years, commencing on the Commencement Date (subject to Section 2.2 hereof).
Rent:	Ten and 00/100 Dollars (\$10.00).
Permitted Uses:	Subject to Article II below, the Premises shall be used for the construction, reconstruction, operation, maintenance and repair of a transportation path for pedestrians, bicycles, and other non-motorized vehicles, and amenities thereon and related thereto and for no other uses except those specifically approved in writing by MassDOT.
Design Plans:	The plans and specifications for the Multi-Use Path approved by the FHWA, identified as

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Exhibit B and incorporated herein by this reference.

1.2 Exhibits

The Exhibits listed below are attached hereto and incorporated into this Lease:

Exhibit A – Plan of the Premises
 Exhibit B -- Design Plans
 Exhibit C -- Certificates of Insurance
 Exhibit D -- Tenant’s Beneficial Disclosure Statement
 Exhibit E -- Evidence of Authority
 Exhibit F -- MEPA Certificate
 Exhibit G -- MEPA Agreement

ARTICLE II PREMISES, TERM AND USE

2.1 Premises

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Term, subject to matters of record existing as of the Commencement Date and matters referred to herein, to all of which Tenant shall conform.

Notwithstanding any provision of this Lease to the contrary, this Lease is not intended to transfer land or easements for purposes protected by or to create a perpetual right to any use that may be subject to protection by Article XCVII (97), as amended by the Amendments to the Constitution of the Commonwealth of Massachusetts or by legislation enacted to pursuant thereto.

2.2 Term

The term of this Lease shall be for a period of ninety-nine (99) years (the “**Term**”). The Term shall commence on the Commencement Date and shall terminate on the ninety-ninth (99th) anniversary of the day immediately preceding the Commencement Date (the “**Term Expiration Date**”), unless terminated sooner as hereinafter provided.

2.3 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:

- a. Landlord reserves the right to enter upon any portion of the Premises for any purpose deemed necessary by the Landlord in connection with the construction, reconstruction, or maintenance of any Landlord-owned conduits, inner ducts, manholes, hand holes or other installations appurtenant thereto, or in connection with the construction, reconstruction, or maintenance of any property of Landlord adjacent to the Premises, or in connection with rights granted to third parties to use and occupy portions of the Premises as further set forth herein. Throughout any such entry, Landlord shall maintain and/or require its 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 contractors to maintain such additional coverages deemed necessary by Landlord.

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- b. 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.

2.4 Early Termination

If the Premises shall cease to be used for the Permitted Uses or shall be used by Tenant for any other purposes, this Lease shall terminate upon notice from Landlord and the Tenant's leasehold estate in the Premises shall revert to Landlord.

If at any time during the Term, Landlord determines, in its sole discretion but subject to any provisions or conditions of the Appropriation, that all or any portion of the Premises are needed for highway, railroad or transportation-related purposes, this Lease may be terminated by Landlord by giving Tenant ninety (90) days' prior written notice of Landlord's intention to terminate this Lease. If such notice is given by Landlord, then the Term shall end on the date set forth in such notice with respect to all or such portion of the Premises designated in such notice, all with the same force and effect as though the Term had originally been scheduled to expire on such date. Where termination or modification of this Lease for any reason requires permanent or temporary total or partial displacement of Tenant prior to or at the expiration of the Lease Term, Tenant waives any benefits that Tenant may be deemed entitled to under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, and Tenant shall thereafter be excluded from any relocation benefits available under said act or amendment.

2.5 Uses of Premises

Tenant agrees that the Premises shall be used and occupied by Tenant only for the Permitted Uses.

- a) Tenant shall maintain the Premises in good repair and in clean condition, in compliance with all applicable laws and regulations, including, without limitation, making all necessary repairs and maintenance. Such maintenance shall be at no cost, expense, or liability to Landlord.

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- b) Except as otherwise expressly set forth in this Lease, it shall be the responsibility of the Tenant to obtain any and all necessary permits and approvals for the Permitted Uses, at the Tenant's sole cost and expense. Landlord will cooperate in all reasonable respects, but at no expense to Landlord, with the Tenant in connection with obtaining such permits and approvals as Tenant reasonably wishes to seek for the Permitted Uses, and Landlord shall sign such permits and applications as reasonably necessary, provided that (i) the Landlord incurs no obligation or liability in connection therewith, (ii) no such permit or approval shall materially adversely affect any of Landlord's adjacent or proximate real property or otherwise, in Landlord's reasonable determination, adversely affect or interfere in a material way with any of Landlord's operations or obligations.
- c) Tenant shall not perform any act or any practice which may injure the Premises. Tenant shall, in its use of the Premises, comply with the requirements of all applicable governmental laws, rules and regulations. Tenant shall not cause or permit any unlawful conduct, unreasonable annoyance or nuisance to exist or arise at the Premises or otherwise on account of the exercise of the rights granted to Tenant hereunder.
- d) The Premises shall be open to the public, and Tenant shall establish reasonable policies governing access to the Premises by the public. Such policies shall be subject to review and approval by Landlord. Tenant shall not charge any fee or other consideration, or receive any other benefit for the use of the Premises.

2.6 Construction Period Restrictions

Notwithstanding any provision of this Agreement to the contrary, Tenant's right to use or occupy the Premises for the Permitted Uses, other than for construction of the path, shall be suspended prior to the Substantial Completion Date (as hereinafter defined), and Tenant shall not enter upon the Premises for any purpose prior to the Substantial Completion Date without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed provided that such entry or purpose will not interfere with Landlord's Work (as hereinafter defined).

**ARTICLE III
CONDITION OF PREMISES**

3.1 Acceptance of Premises by Tenant

Landlord shall have no obligation with respect to the condition of the Premises except as expressly set forth in this Lease. Tenant's occupancy shall be deemed an acknowledgement that the condition of the Premises is fully satisfactory and suitable for the Permitted Uses and Tenant's purposes under this Lease. Tenant has leased the Premises after a full and complete examination of the Premises and appurtenant areas, as well as title thereto, and accepts the same in their present condition. Tenant further acknowledges that neither Landlord nor any officer, agent, employee or other person acting under Landlord, disclosed or undisclosed, has made or implied any representations or warranties other than those expressly set forth in this Lease concerning the Premises, their condition, title thereto, future plans of Landlord with respect to the Premises or appurtenant areas, or this Lease.

Tenant's rights herein are granted subject to existing easements, leases, licenses and other rights to the extent that such rights are still in effect and applicable. Landlord shall use reasonable efforts to

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provide Tenant with copies of the documents that establish the location and term of existing easements, leases, licenses and other rights (if any) of record to the extent that such easements, leases, licenses and other rights are still in effect and applicable.

Tenant expressly agrees that if there is any encroachment onto the Premises by a third-party, Landlord will have the right to cure said encroachment and to obtain revenue from such cure or to permit such encroachment, provided that such cure does not materially interfere with Tenant's use of the Premises.

Tenant acknowledges that there may be surface and subsurface utilities on and adjacent to the Premises and agrees to exercise extreme caution in performance of the Permitted Uses. Tenant shall comply with Massachusetts General Laws, Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant thereto including but not limited to the Code of Massachusetts Regulations, more particularly, 220 CMR 99.00 et seq. After the Substantial Completion Date, any damage to any such utilities caused by Tenant shall be the sole responsibility of Tenant. In this section, the term "Tenant" shall not include any parties performing the Landlord's Work (as defined below). Any such damage caused by any such party performing the Landlord's Work shall be the responsibility of such party. If Tenant does not immediately repair any utilities it has damaged, Landlord may, but shall not be required to repair any utilities damaged by Tenant immediately and without notice in case of emergency. In the event Landlord exercises such right, Tenant shall pay to Landlord immediately upon demand all of Landlord's cost of performing such repairs plus a fee equal to five percent of the Landlord's cost of performing such repairs to reimburse Landlord for its administrative costs.

ARTICLE IV RENT AND ADDITIONAL CONSIDERATION

4.1 Amount of Rent

Tenant covenants and agrees to pay Landlord rent in the amount of Ten and 00/100 Dollars (\$10.00) upon the execution of this Lease. The parties acknowledge and agree that the mutual promises and covenants contained herein constitute additional consideration hereunder, the receipt and sufficiency of which are hereby acknowledged.

ARTICLE V LANDLORD'S REQUIRED IMPROVEMENTS

5.1 Landlord's Required Improvements

Subject to Section 5.2 below, Landlord shall at its own cost construct the Multi-Use Path on the Premises in accordance with the Design Plans and the terms and conditions of the Appropriation ("Landlord's Work"). Landlord shall be solely responsible for procuring the contractor and subcontractors in connection with Landlord's work, and shall be solely responsible for managing and overseeing Landlord's Work. It shall be Landlord's responsibility to obtain and pay for any and all applicable federal, state and local permits, inspections, and approvals necessary to construct and perform Landlord's Work. Prior to the Substantial Completion Date, Landlord reserves the right to remove any rail infrastructure or other materials located or existing on the Premises as of the date hereof.

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Landlord shall commence Landlord's Work as soon as practicable after the Commencement Date, and Landlord expects that Landlord's Work will be substantially complete no later than _____ (the "**Target Substantial Completion Date**"). Landlord's failure to substantially complete Landlord's Work by the Target Substantial Completion Date shall not be a default by Landlord or otherwise render Landlord liable for damages. Landlord's Work shall be "substantially complete" when (a) Landlord completes Landlord's Work in accordance with the Design Plans, other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which does not materially interfere with Tenant's use of the Premises for the Permitted Uses, and (b) notifies Tenant in writing thereof (the date of such notice, the "**Substantial Completion Date**"). Landlord shall perform or complete any details of construction, mechanical adjustment or any other similar matter not completed by the Substantial Completion Date as soon as practicable thereafter.

Throughout Landlord's Work, Landlord shall require its contractors and subcontractors to maintain insurance as required by, and in accordance with, the terms and conditions of Section 9.6 herein, and Landlord may require its contractors to maintain such additional coverages deemed necessary by Landlord.

5.2 MassDOT Obligations Subject to Appropriation

Notwithstanding any provision of this Lease to the contrary, MassDOT's obligations to construct the Multi-Use Path shall be limited by and subject to the availability of the Appropriation for such construction. In the event that MassDOT fails to receive all or any portion of the Appropriation, reasonably determines that the Appropriation will not be available to reimburse MassDOT for any construction costs, or is unable to lawfully use all of any portion of the Appropriation to pay for any construction costs, then (a) MassDOT will within thirty (30) days so notify the Tenant, (b) MassDOT shall have the option, but not the obligation, to terminate this Lease upon ten (10) days' prior written notice to Tenant, and (c) Tenant shall after consultation with MassDOT as to whether the construction of the affected portion of the Multi-Use Path will be commenced and completed within a reasonable time thereafter, have the option (upon thirty (30) days' prior written notice to Landlord), but not the obligation, to terminate this Lease as to any portion of the Premises upon which the construction of the Multi-Use Path has not been, and based on said consultation with MassDOT, will not be commenced and completed by MassDOT within a reasonable time thereafter.

5.3 Tenant's Permitted Improvements

Except as set forth in this section or in Article VI and Article XI below, Tenant shall not construct any improvements on, or make any modifications or alterations to the Premises without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Tenant may add minor amenities to the Multi-Use Path such as signage, benches, pavement markings, and landscaping without the Landlord's prior written consent, provided that the installation of such amenities conforms to any applicable FHWA or MassDOT regulations, guidance, or standards for a Multi-Use Path ("**Permitted Amenities**").

5.4 Tenant's Election for Landlord to Perform Tenant's Non-Participating Improvements

Tenant may in writing request, prior to the Substantial Completion Date set forth in Section 5.1, that Landlord have its contractor perform for the benefit of the Tenant certain work that is outside the scope of the Landlord's Work under Section 5.1 ("**Tenant's Non-Participating Improvements**"). If Landlord agrees to have its contractor perform the Tenant's Non-Participating Improvements, Landlord and Tenant will memorialize in a separate written agreement the scope of

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that work, its price, and other material terms concerning the Tenant's Non-Participating Improvements, and Tenant shall timely pay the cost of the Tenant's Non-Participating Improvements in cash or its equivalent so that both Landlord's and Tenant's interests in the Premises shall always be free of liens and for labor and materials. If any lien relating to the Tenant's Non-Participating Improvements constructed pursuant to said agreement is filed against the Premises, then Tenant shall discharge the same by payment or by filling any necessary bond within thirty (30) days after Tenant has notice from any source of such lien. Tenant's Non-Participating Improvements shall not include any of Landlord's Work; and Landlord shall remain responsible for the cost of Landlord's Work as set forth in Section 5.1 and 5.2.

ARTICLE VI TENANT'S PERMITTED IMPROVEMENTS

6.1 Design Guidelines

Any improvements to the Premises which, pursuant to this Lease, Tenant is required or permitted to make (hereafter referred to as "**Tenant's Permitted Improvements**") shall be in conformity with this Lease, all applicable federal, state and local laws, ordinances, regulations and codes, including, without limitation, the Americans With Disabilities Act of 1990, 42 U.S.C. section 12101, et seq., the Massachusetts Environmental Policy Act, applicable rules and regulations of MassDOT and Tenant's insurance policies.

6.2 Design Approval

Tenant shall not commence construction of any Tenant's Permitted Improvements until Landlord has approved plans and specifications for the proposed work.

Prior to commencing construction of any Tenant's Permitted Improvements, Tenant shall submit to Landlord a certificate of an architect or engineer licensed in the Commonwealth of Massachusetts or an opinion of an attorney licensed in the Commonwealth of Massachusetts, stating that all applicable local, state and federal permits have been obtained for the proposed work, and that the proposed work, if constructed in accordance with the plans and specifications submitted to Landlord pursuant to the preceding paragraph, will comply with all applicable laws, codes and regulations. Said certificate or opinion shall be in form reasonably acceptable to Landlord and shall state that Landlord may rely without further investigation on such certificate or opinion.

6.3 Permits

It shall be the Tenant's responsibility to obtain and pay for any and all applicable federal, state and local permits, inspections, and approvals necessary to construct any Tenant's Permitted Improvements.

Prior to commencing construction of any Tenant's Permitted Improvements, Tenant shall provide Landlord with a written statement addressed to Landlord from Tenant's attorney, licensed architect or engineer containing the following: (i) a list of all permits and approvals required for the construction of the Tenant's Permitted Improvements, and (ii) a statement confirming that all such permits and approvals have been obtained.

6.4 Changes in Plans

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If Tenant desires to make any material change in the plans and specifications after approval by Landlord, Tenant shall submit the proposed change to Landlord for its approval.

6.5 Contracts for Construction of Tenant's Permitted Improvements

As used in this Article, the term "contractor" shall mean any person or entity that provides labor and/or materials for the construction, repair, restoration or rehabilitation of any portion of the Premises, whether or not paid by Tenant, but excluding third-party materials suppliers.

Tenant shall select and propose to Landlord one or more qualified contractors to construct the Tenant's Permitted Improvements. Tenant agrees that it shall not select any contractor who is then debarred from public contracting pursuant to M.G.L. Chapter 29, § 29E or any other comparable state or federal laws. Said selection(s) shall be subject to Landlord's approval. Tenant shall enter into written contracts for all construction services to be provided by its contractor(s). Said contracts shall obligate Tenant to pay all fees and costs related to the constructions of the Tenant's Permitted Improvements. Upon request of Landlord, a complete copy of each such contract shall be furnished to Landlord.

6.6 General Provisions Governing Construction of Tenant's Permitted Improvements

- A. No contractor shall commence construction of any Tenant's Permitted Improvements until all permits, certificates, and approvals required by law for the commencement of such construction have been issued.
- B. Once commenced, the construction of each Permitted Improvement shall be diligently and continuously prosecuted.
- C. Each contractor shall warrant to the Tenant and Landlord that all materials and fixtures furnished by such contractor will be new, except as may otherwise be required by the plans and specifications as approved by Landlord, and that all construction work will be of good quality, free from faults and defects. Construction work not conforming to these requirements may be considered defective and not in conformity with the terms of this Lease.
- D. Each contractor shall be obligated to confine its operations to the portion of the Premises within which its construction work is to be performed, and shall not store materials or equipment elsewhere on the Premises unless permitted by Landlord. Storage of materials or equipment shall be limited to what is reasonably necessary for the construction of the Tenant's Permitted Improvements.
- E. Each contractor shall be obligated at all times to keep the Premises reasonably free from accumulation of waste materials or rubbish caused by its operations. At the completion of the contractor's work, the contractor shall remove all waste materials and rubbish from the Premises as well as all tools, construction equipment, and surplus materials. If any contractor fails to comply with these provisions, it shall be the responsibility of Tenant to cause such compliance and to immediately remedy any non-compliance. All construction waste shall be disposed of in a lawful manner.
- F. Each contractor under a contract with Tenant shall be required to furnish and keep in force a performance bond and a labor and material payment bond in an amount sufficient to guarantee the faithful performance of its obligations under such contract and to pay all obligations arising in connection therewith. Such bonds shall be in a form and with such sureties as Landlord may approve.

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- G. When any construction of Tenant's Permitted Improvements is in progress, Tenant shall require its general contractor to maintain insurance as required by, and in accordance with, the terms and conditions of Section 9.1 herein, and may require Tenant and/or its general contractor to maintain such additional or different coverages deemed necessary by Landlord which may include, without limitation, so-called "Builders Risk Insurance."

6.7 Payment for Tenant's Permitted Improvements

In no event shall any work related to the Tenant's Permitted Improvements, or any other improvements constructed by, on behalf of or under Tenants or Landlord's approval thereof, give rise to any lien on Landlord's interest in the Premises. Tenant shall pay the entire cost of all Tenant's Permitted Improvements promptly in cash or its equivalent so that both Landlord's and Tenant's interests in the Premises shall always be free of liens for labor and materials. If any lien relating to Tenant's Permitted Improvements constructed by, on behalf of or under Tenant is filed against the Premises, then Tenant shall discharge the same by payment or by filing any necessary bond within thirty (30) days after Tenant has notice from any source of such lien. Tenant's Permitted Improvements shall not include Landlord's Work; and Landlord shall be responsible for the cost of Landlord's Work as set forth in Sections 5.1 and 5.2.

6.8 Nonconforming Improvements

In its construction of the Tenant's Permitted Improvements, Tenant shall ensure that there is no material deviation from the plans and specifications as approved by Landlord, except and only to the extent that changes have been requested in writing and have been approved in writing by Landlord. Landlord's representatives may enter upon the Premises from time to time on reasonable notice to Tenant for the purpose of inspecting the work being performed by Tenant, and such entry shall not be construed to be a violation of the Tenant's right to use and occupancy of the Premises.

In the event Tenant shall fail to comply with the foregoing requirements in proceeding with construction or modification of all or any part of the Tenant's Permitted Improvements, the Landlord may, within a reasonable time after discovery thereof, direct in writing that the Tenant modify or reconstruct such portion or portions of the Tenant's Permitted Improvements as deviate from the approved plans and specifications, or any change with respect to same, in order to bring them into conformance therewith. Tenant shall promptly comply with such a directive. In addition to any other remedies available to it under law or under this Lease, Landlord may enforce the provisions of this paragraph by an action in a court of appropriate jurisdiction to compel specific performance.

6.9 As Built Drawings

Tenant shall provide Landlord with a complete set of "as built" plans and specifications for the Tenant's Permitted Improvements constructed by Tenant for which plans and specifications are required by this Lease, together with copies of all final permits and approvals issued by federal, state or local agencies and state or local plumbing gas, electrical, building and other inspectors.

In addition, Tenant shall advise Landlord in writing whenever Tenant permanently relocates or modifies in any material respect any utility services within the Premises, including, but not limited to, the addition or rerouting of any electric, gas, water or sewer service or line.

6.10 Mechanics' Liens

No mechanics', materialmen's or similar liens shall ever attach against Landlord's interest in and to the Premises by reason of any work performed by Tenant on or to the Premises. If any such lien

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shall be put on record, Tenant agrees promptly (but in any event, within thirty (30) days of the date that such lien is put on record) to arrange for the discharge of said lien by payment, bonding or otherwise as may be required to discharge said lien of record.

ARTICLE VII UTILITIES

7.1 Utilities

Tenant shall pay the appropriate suppliers for all water, gas, fuel oil, electricity, telephone and any other utilities and communications services used by Tenant on the Premises, and Tenant shall instruct said suppliers to bill Tenant directly therefore. Upon request, Tenant shall supply Landlord with such documentation as Landlord may reasonably request to verify compliance with the foregoing. Tenant shall also pay all costs associated with the installation, repair and maintenance of the wires, pipes, conduits, and other equipment needed to deliver utilities to the Premises, and shall procure, without cost to Landlord, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance of such utility systems. Landlord agrees to cooperate and, if necessary, join with Tenant in any application required for obtaining or continuing such services.

Landlord makes no warranty or representation as to the availability of water, gas, or any other utility service, and Landlord shall not be in default hereunder or be liable for any damages directly or indirectly, resulting from Tenant's inability to obtain such services or from the limitation, curtailment, rationing or restriction on use of water, electricity, gas or any other form of energy or utility service.

ARTICLE VIII TAXES

8.1 Tenant to Pay All Taxes

In the event real estate taxes or property taxes shall be levied on the Premises or any part thereof for any reason, Tenant agrees to pay any such taxes when and as due. Tenant shall also be responsible for payment of all taxes levied on any good or services sold on the Premises, and any other taxes arising out of Tenant's occupancy, use, sub-leasing, alterations, maintenance, improvement, or operation of the Premises.

ARTICLE IX INSURANCE

9.1 Required Liability Insurance

Tenant shall, at its sole cost and expense, obtain and keep in full force and effect, throughout the Term and for a reasonable time thereafter at least equaling any applicable statute of limitations period where necessary to provide coverage for claims asserted based on events occurring during the Term (and shall cause each of its contractors that will enter upon the Premises to obtain and keep during the period of the applicable contract and for a reasonable time thereafter at least equaling any applicable statute of limitations period where necessary to provide coverage for claims asserted based on events occurring during the term of such contract), adequate insurance coverage

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for the benefit of Landlord, but in no even shall such insurance coverage be less than the following types and amounts of coverage:

- A. Commercial General Liability Insurance with combined limits for bodily injury and property damage liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance shall apply to: (i) liability arising out of the intentional or negligent acts, omissions or other activities of the Tenant and its contractor(s) and their respective employees, agents, contractors, subcontractors, representatives and any other party for whom the Tenant or its contractor(s) is legally responsible; (ii) liability assumed under contract; and (iii) liability imputed to the Tenant or its contractor(s) through the activities of independent contractors. Coverage shall be written on an occurrence basis and shall include but not be limited to:

Products and completed operations hazard
Contractual liability covering this contract
Personal Injury coverage
Property damage
Coverage for the so-called "x, c, u hazards", i.e., collapse of buildings, blasting, and damage to underground property.

- B. Massachusetts Worker's Compensation insurance in compliance with applicable federal and Massachusetts law.
- C. Automobile Liability Insurance covering all of Tenant's owned, rented, leased or borrowed vehicles in accordance with applicable automobile insurance laws of the Commonwealth of Massachusetts, with limits of \$1,000,000 combined single limits for bodily injury and property damage liability. Coverage shall be written on a per accident basis.
- D. Umbrella Liability coverage, providing excess coverage over the above named primary policies. Coverage shall be written on an occurrence basis with limits of not less than **\$2,000,000** combined single limit. The coverage provided by the policy shall afford coverage that is no less broad than the underlying policies.
- E. Such additional or different coverages and/or coverage amounts as Landlord may reasonably require from time to time while this Lease is in effect, or as may be required pursuant to applicable law.
- F. If any required coverage is to be self-insured, it must be approved by Landlord prior to execution of contract.

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9.2 Required Property Insurance

From and after the Substantial Completion Date, if and to the extent there are any buildings constructed by, for or on behalf of the Tenant on the Premises, Tenant, at its sole cost and expense, shall keep in full force and effect property insurance on the Premises, all improvements thereon and equipment and property installed or used in, on or about the Premises, naming Landlord and Tenant as their respective interests may appear, in amounts sufficient at all times to prevent Landlord from becoming a co-insurer under the provisions of applicable policies of insurance, but, in any event, at least equal to the full replacement cost thereof, without deduction for depreciation, against all risks of direct physical loss or damage as may from time to time be included within the definition of an "All Risk" or "Broad Form" property insurance policy and extended to include

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coverage against earthquake, earth movement, flood (including back-up of sewers and drains), sprinkler leakage, breakdown of boilers, machinery and electrical equipment, war risk, nuclear reaction, lightning, wind storm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, demolition and such other risks as Landlord may reasonably designate. The insurance also shall cover increased cost of construction, demolition and debris removal coverage, and contingent liability arising out of the enforcement of building laws and ordinances governing repair and reconstruction and shall include an agreed amount provision. The replacement cost of all improvements and of any other property installed or used in, on or about the Premises shall be determined at least once every thirty-six (36) months by Landlord.

9.3 Other Insurance Policy Requirements

Through the Massachusetts Interlocal Insurance Association, Inc. ("MIIA"), the non-profit member-based corporation serving the insurance needs of Massachusetts cities and towns, or through its successor or through another provider or providers, Tenant's insurance will comply with the following provisions, unless commercially unavailable to Tenant:

- A. Duly executed certificate of insurance evidencing all insurance policies specified above, shall be submitted to Landlord prior to Landlord's execution of this Lease, which certificates shall be attached hereto as ***Exhibit C***. At least thirty (30) days prior to the expiration of each such insurance policy, Tenant shall furnish Landlord with the re-issuance of a policy continuing the insurance in force as required hereunder. Tenant's contractor(s) performing work or conducting activities under this Lease shall submit certificates of insurance within ten (10) days of the award of their subject contract or license. Certificates shall be addressed to Landlord. Landlord is entitled to rely upon the information provided in the certificates. Tenant agrees that, if any certificate of insurance required hereunder does not conform with the requirements set forth in this Article IX, that said certificate does not confer rights to the certificate holder, or otherwise disclaims responsibility for Landlord's reliance thereon, Tenant must deliver to Landlord endorsements demonstrating the specified additional insured status of Landlord and/or providing substantially and unequivocally that Landlord may, but shall not be obligated to, make premium payments to prevent such cancellation for non-payment of premiums and that such payments shall be accepted by the insurer.
- B. All insurance to be provided hereunder shall be with insurance companies licensed or approved by the Commonwealth of Massachusetts and shall have a Best's Rating of not less than "A-minus", Financial Size Code IX.
- C. All insurance to be provided hereunder shall provide Landlord with a minimum of thirty (30) days prior notice of cancellation or nonrenewable or ten (10) days prior notice in case of cancellation due to the nonpayment of any premium.
- D. Except for Workers' Compensation and Automobile Liability insurance policies, all insurance policies specified above shall be endorsed to name Landlord as an additional insured. This provision must be specifically stated as being endorsed to each required insurance policy on the certificate of insurance evidencing such coverage.
- E. All insurance maintained by the Tenant's contractor(s), except Worker's Compensation and Automobile Liability insurance policies, shall provide that insurance for the benefit of Landlord shall be primary and non-contributory. This provision must be specifically stated as applying to each required policy on the certificate of insurance evidencing such coverage.

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Landlord hereby retains the right to periodically review the types and amounts of insurance being maintained by Tenant and to require additional insurance or higher coverage limits to the extent that such additional insurance is commercially available and reasonably prudent under the then existing circumstances.

If Tenant fails either to acquire the insurance required by this Article IX, or to pay the premium for such insurance, Landlord may, in addition to any other rights or remedies available to Landlord, and notwithstanding any other provisions of this Lease concerning notice and cure of defaults, acquire such insurance and pay the requisite premiums for them. Such premiums will be payable by Tenant to Landlord immediately upon demand.

In proof of any damages which Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance, Landlord will not be limited to the amount of unpaid insurance premium but rather Landlord will also be entitled to recover as damages for such breach, the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suits, including attorneys' fees arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide such insurance.

9.4 Personal Property at Tenant's Risk

All of the furnishings, fixtures, equipment, effects, improvements and property of every kind, nature and description of Tenant shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, no part of said loss or damage is to be charged to or to be borne by Landlord or the Federal Highway Administration, except that Landlord shall in no event be indemnified or held harmless or exonerated from any liability to Tenant or to any other person, for any injury, loss, damage or liability to the extent caused by the gross negligence or willful misconduct of Landlord, or its agents, servants, or employees acting within the scope of their agency, service or employment.

9.5 Application of Insurance Proceeds

In the event of any partial or total damage to or destruction of an insured building, structure, or other improvement, Tenant shall: (i) give immediate notice thereof to Landlord, (ii) proceed immediately to establish and collect all valid claims which may have arisen against insurers based upon any such damage or destruction, and (iii) promptly repair or reconstruct the damaged building, structure or other improvement upon the same general plan and dimensions and to the same general quality as before the damage or destruction. Such repair or reconstruction shall be performed in accordance with the requirements of Article VI hereof. All proceeds of any insurance claim shall be held in trust and applied only for the purpose of repairing or reconstructing the buildings, structures or other improvements which have been destroyed or damaged.

9.6 Landlord's Required Insurance

Throughout Landlord's entry onto the Premises under Section 2.3 (a), Landlord's or its grantees' use of the Premises under Section 2.3(b), and Landlord's Work under Section 5.1, and for a reasonable time thereafter at least equaling any applicable statute of limitations period where necessary to provide coverage for claims asserted based on events occurring during such entry, use or work, Landlord shall cause each of its contractors and grantees that will enter upon the Premises to obtain and keep in force and effect adequate insurance coverage which in no event shall be less than the types and amounts of coverage specified in Sections 9.1 (A) through 9.1 (C).

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ARTICLE X INDEMNIFICATION

10.1 Assumption of Risk

Tenant, without waiving or abridging any defenses or immunity from liability it may be able to assert against a party other than the Landlord, assumes all risk of damage or injury to any person or property located in, on or about the Premises from any cause except to the extent that: (a) such damage or injury occurs prior to the Substantial Completion Date as a result of Landlord's Work, (b) such damage or injury is caused by the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors acting within the scope of their agency, employment or contract, (c) such damage or injury is caused by any person using or occupying all or any portion of the Premises pursuant to Landlord Reservation of Rights set forth in Section 2.3 hereof, or (d) such damage or injury is caused by any person using or occupying all or any portion of the Premises pursuant to an existing easement, lease, license or other right to the extent that such rights are still in effect and applicable as of the Commencement Date.

10.2 Release of Landlord

Except for matters set forth in Sections 10.1(a) through 10.1(d), Tenant hereby releases Landlord from any responsibility for Tenant's losses or damages related to the condition of the Premises and Tenant covenants and agrees that it will not assert or bring, nor cause any third party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or fourth-party claim) (hereinafter "**Claims**") against Landlord including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by the Massachusetts Department of Environmental Protection, fines and penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person's illness or death relating to, or arising from, Tenant's use of the Premises (or the use of the Premises by those permitted onto the Premises by Tenant) pursuant to this Lease.

10.3 Indemnification of Landlord by Tenant

If and to the extent permitted by law, Tenant hereby covenants and agrees to indemnify and hold harmless the Commonwealth of Massachusetts and the Landlord and their respective bond trustees and mortgagees, directors, officers, agents, and employees (collectively, the "**Indemnitee**") from any and all claims, actions at law, suits in equity, losses, damage, costs (including reasonable attorney's fees) or injury of whatever kind and nature, whether direct or indirect, arising out of the acts, omissions or negligence of Tenant, its agents, employees, contractors, or licensees during the Term in or about the Premises, or caused by any act, neglect, fault, work, improper conduct, omission, or breach of any covenant or condition of this Lease during the Term by Tenant, its agents, employees, contractors, or licensees. Tenant's liability hereunder extends to the acts or omissions during the Term of any sub-tenant, and any agent, employee, contractor, or licensee of any sub-tenant.

Tenant agrees, to the extent permitted by law, to indemnify and hold Indemnitee harmless from and against all bills for labor performed and equipment, fixtures and materials furnished to Tenant, and applicable sales taxes thereon as required by Massachusetts law, and from and against any and all liens, bills or claims therefor against the Premises, and from and against all losses, damages, costs,

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expenses, suits, and claims whatsoever in connection with any improvements or alterations made by Tenant during the Term.

Notwithstanding any provision of this Lease to the contrary, if either of the indemnifications set forth in this Section 10.3 proves ineffective for any reason, except by virtue of the operation of law including without limitation M.G.L. c. 23A, § 3I, Landlord shall have the right to immediately terminate this Lease by written notice to Tenant.

10.4 Legal Proceedings

Landlord shall, as soon as reasonably possible, notify the Tenant in a timely manner by telephone and in writing (pursuant to Section 19.7 hereof) of any Claims against an Indemnatee that potentially fall within the scope of Sections 10.1 through 10.3 above. In the event Tenant is prejudiced by the Landlord's failure to provide such notice in a timely manner, the Tenant shall have no obligation to defend or indemnify the Indemnatee with respect thereto. Subject to the preceding sentence and to the limitations set forth in Sections 10.1 through 10.3 above, during the Term, Tenant, at Tenant's sole cost and expense, will defend by counsel satisfactory to Indemnatee, any and all suits may be brought and claims which may be made against Indemnatee, or in which Indemnatee may be impleaded with others, whether Indemnatee shall be liable or not, upon any such above-mentioned liability, loss, damages, expenses, costs of action, suits, interests, fines, penalties, claims, judgements and shall satisfy, pay and discharge any all judgments that may be recovered against Indemnatee in any such action or actions in which Indemnatee may be a party defendant, or that may be filed against the Premises, or any interests therein. Landlord will reasonably cooperate in and Tenant will have control over the defense and settlement of any such suits and claims defended by Tenant pursuant to Article X; provided, however, that Landlord's consent shall be required with respect to any settlement affecting the Landlord, and Landlord's consent with respect thereto shall not be unreasonably withheld. In the event of the failure of the Tenant to pay the sum or sums for which Tenant shall be liable as aforesaid, then Landlord may pay such sum or sums, with all interests and charges which may have accrued thereon, and such amount if so paid by Landlord shall be additional rent payable by Tenant to Landlord within thirty (30) days following the date on which demand therefor shall be made by Landlord. The foregoing indemnity shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease.

ARTICLE XI MAINTENANCE, REPAIRS, SAFE OPERATION

11.1 Buildings, Structures and Grounds

On and after the Substantial Completion Date, Landlord will cooperate with Tenant to cause each contractor that performed all or any portion of Landlord's Work to make good on any warranty provided by the contractor to the Landlord with respect to materials, fixtures, construction work, or otherwise, such that any faults and defects covered by any such warranty and not conforming thereto are addressed by the contractor pursuant to the warranty.

Otherwise, on and after the Substantial Completion Date, Tenant shall, at its sole cost and expense, maintain the Premises, the Multi-Use Path and any and all Tenant's Permitted Improvements, buildings, structures, and equipment located upon the Premises and make repairs, restorations, and replacements to any Tenant's Permitted Improvements and when needed to preserve them in good working order and condition, and of good appearance, regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital

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or non-capital, or the responsibility or not the responsibility of the Tenant, its agents, employees, contractors, invitees, or licensees (unless caused solely by the gross negligence or willful misconduct of Landlord, or its agents, servants or employees acting within the scope of their agency, service or employment).

Tenant shall, at its sole cost and expense, maintain any and all bridges, culverts, drainage systems, roads, private crossings, paths and sidewalks located upon or within the Premises, and/or that comprise the Multi-Use Path or any Tenant's Permitted Improvements, in good repair and shall promptly remove all accumulations of snow and ice therefrom. Tenant shall, at its sole cost and expense, perform any and all capital improvement or repairs to all bridges, culverts, drainage systems, roads, private crossings, paths and sidewalks located upon or within the Premises, and/or that comprise the Multi-Use Path. Landlord agrees to use good faith efforts to assist Tenant with finding and securing funding for the costs of said capital improvement or repairs. Tenant shall maintain, and if necessary replace, lawns, shrubbery, trees and ground discharge of substances in concentrations which will result in harm to water supply, fish and wildlife. All activities of Tenant shall preclude the discharge of substances in concentrations which will result in harm to water supply, fish and wildlife. Chemicals may not be used to control undesirable vegetation, insects or rodents without prior written approval of Landlord. Only those materials approved and registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on the Premises. Tenant shall follow label instructions in the preparation and applications of pesticides and disposal of excess materials and containers.

All work performed by Tenant shall be accomplished in a manner so as to cause no unreasonable interference with any State highway.

11.2 Sanitation

Tenant, at its sole cost and expense, shall keep the Premises in a clean and sanitary condition at all times. Tenant shall be responsible for all litter pickup, trash disposal, cleaning and sanitation. Tenant shall strictly comply with all state and local laws and regulations regarding sanitation and public health.

11.3 Safe Operation of Facilities: Compliance with Laws

Tenant shall periodically inspect all areas of the Premises for the presence of unsafe and hazardous conditions and shall promptly remedy such conditions when found.

Unless expressly authorized by Landlord, Tenant shall not permit the sale or consumption of alcoholic beverages on the Premises.

This Lease shall be absolutely net to Landlord. Without in any way limiting Tenant's other obligations under this Article XI, Tenant shall, at Tenant's sole cost and expense, maintain the Premises and all buildings and improvements thereon in accordance with all applicable laws, rules, ordinances, requirements, and regulations of any board, bureau, commission, agency, body, or other entity of any municipal, county, state, federal or other governmental body now or hereafter having or acquiring jurisdiction over the Premises or the use or the improvement thereof (each a "**Governmental Authority**") over all or any part of the Premises and of all insurance companies insuring Tenant's interest in all or any part of the Premises.

ARTICLE XII HAZARDOUS MATERIALS

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12.1 Hazardous Materials Activities

Tenant shall not cause any hazardous materials or toxic wastes, hazardous or toxic substances or hazardous or toxic materials (collectively, “**Hazardous Materials**”) to be used, generated, stored, released or disposed of in, on, under or about, or transported to or from the Premises (collectively, “**Hazardous Materials Activities**”) without first receiving Landlord’s prior written consent, which may be withheld for any reason or revoked at any time. If Landlord consents to any such Hazardous Materials Activities, Tenant shall conduct them in strict compliance with all applicable Hazardous Waste Laws, as hereinafter defined, using all necessary and appropriate precautions, and shall not cause or permit any release or threat of release of Hazardous Materials. In the event of a release or threat of release of any (i) Hazardous Materials on account of any Hazardous Materials Activities of Tenant or its employees, agents, contractors, licensees or invitees, or (ii) any release or migration of Hazardous Materials within, onto or under the Premises from adjoining property owned by parties other than Landlord, Tenant shall, at its sole cost and expense, conduct and complete all investigations, studies, sampling and testing, and all remediation, removal and other actions necessary to clean up the release or eliminate the threat of release in accordance with all applicable legal requirements. Landlord shall not be liable to Tenant under this Lease for any Hazardous Materials Activities by Tenant, Tenant’s employees, agents, contractors, licensees or invitees or any other third-party, whether or not consented to by Landlord.

For purposes of this Lease, “Hazardous Materials” shall include, but not be limited to, gasoline of all types and all substances defined as “hazardous substances”, “toxic substances”, “oil”, “asbestos”, “solid waste”, “hazardous materials” or “hazardous wastes” in any federal, state or applicable local statute, law, ordinance, code, rule, regulation, order, decree, notice or policy now or hereafter enacted or promulgated concerning hazardous materials (collectively, “**Hazardous Waste Laws**”).

Prior to using, storing or maintaining any Hazardous Materials on or about the Premises, Tenant shall provide Landlord with a list of the types and quantities thereof, and shall update such list as necessary for continued accuracy. Tenant shall also provide Landlord with a copy of any Hazardous Materials inventory statement required by any applicable Hazardous Waste Laws, and any update filed in accordance with any applicable Hazardous Waste Laws. If Tenant’s activities violate or create a risk of violation of any Hazardous Waste Laws, Tenant shall cease such activities immediately upon notice from Landlord. Tenant shall notify all government agencies required by law and Landlord, immediately by telephone and in writing of any release or discharge of Hazardous Materials or of any condition constituting a threat of release of Hazardous Materials.

Landlord and officers, employees, contractors or agents of Landlord may (but shall not be obligated to) enter upon the Premises at any time during the Term of inspect Tenant’s compliance herewith or to determine whether Tenant or occupants of adjacent properties are complying with all applicable Hazardous Waste Laws, and may disclose any violation of any Hazardous waste Laws to any governmental agency. Landlord shall also have the right to establish test wells on or near the Premises to monitor whether any chemical levels are increasing on or near the Premises because of the activities of Tenant or other occupants of the Premises or adjacent properties. Landlord shall use its best efforts to minimize interference with the Tenant’s business or that of other occupants of the Premises or adjacent properties, but shall not be liable for any interference caused thereby.

12.2 Indemnification for Hazardous Materials Activities

If and to the extent permitted by law, and except as provided by M.G.L. c. 23A, §31, and except for matters identified in the Phase 1 ESA and Hazardous Materials required to be remediated as

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part of Landlord's Work under Section 5.1, and except as to Hazardous Materials Activities of any person using or occupying all or any portion of the Premises pursuant to Landlord Reservation of Rights in Section 2.3 hereof or pursuant to an existing easement, lease, license or other right to the extent that such rights are still in effect and applicable as of the Commencement Date, Tenant hereby agrees to indemnify, hold harmless, and defend Indemnitee from and against all losses, damages, claims, liens, encumbrances, obligations, liabilities, actions, causes of action, response costs and expenses including reasonable attorney's, engineer's, and other costs and expenses and fees actually and reasonably incurred in connection therewith, suffered by, asserted or assessed against the Indemnitee, which arise during the Term from (i) Hazardous Materials Activities during the Term of Tenant or its agents, employees, contractors, or licensees, (ii) the Hazardous Materials Activities on the Premises during the Term of any persons other than those of Landlord or its agents, employees, or contractors, (iii) any currently existing Hazardous Materials or related conditions during the Term at, under, on, or in the Premises except to the extent such Hazardous Materials or related conditions were released, exacerbated or addressed by Landlord or its agents, employees, or contractors during the Landlord's Work or from property off the Premises, and (iv) any release or migration of Hazardous Materials at, under, on, in, over or affecting the Premises during the Term unless caused by Landlord or its agents, employees, or contractors during the Term. The indemnification provided in this Section 12.2 shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required during the Term by any board, bureau, commission or body of any municipal, county, state, federal or other governmental body, now or hereafter having or acquiring jurisdiction over the Premises or the use of the improvement thereof (each a "**Governmental Authority**") because of the presence or suspected presence of Hazardous Materials at, under, on, in, over or affecting the Premises, or any allegation thereof, whether such claim proves to be true or false, and additional costs necessary to protect against the release or threat of release of Hazardous Materials at, on, in, under, over or affecting the Premises, into the air, any body of water or any adjacent and surrounding areas. Those costs may include, but are not limited to, diminution in the value of the Premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the Premises, sums paid in settlement of claims, attorney's fees, consultants' fees and experts' fees, and the enforcement of Tenant's obligations hereunder. Landlord will reasonably cooperate in and Tenant will have control over the defense and settlement of any such suits and claims defended by Tenant pursuant to Article X; provided, however, that Landlord's consent shall be required with respect to any settlement affecting the Landlord, and Landlord's consent with respect thereto shall not be unreasonably withheld.

Except with respect to any known Hazardous Materials or related conditions at, under, on, or in the Premises as of the Effective Date of this Lease, this indemnification shall survive the expiration or earlier termination of this Lease and any transfer of all of any portion of the Premises, or of any interest in the Lease. Notwithstanding any provision of this Lease to the contrary, if the indemnification set for in this Section 12.2 proves ineffective for any reason, except by virtue of the operation of law including without limitation M.G.L. c. 23A, §31, Landlord shall have the right to immediately terminate this Lease by written notice to Tenant.

12.3 Notices of a Release of Hazardous Materials

Landlord and Tenant shall promptly notify the other by telephone and in writing (such notice to be given pursuant to Section 19.7 hereof) of all spills, releases or discharges of any Hazardous Materials; any condition constituting a threat of such spill, release or discharge; all failures to comply with any federal, state or local law, or with any regulation or ordinance; all inspections of the Premises by any regulatory entity concerning the same; all notices, orders, fines or communications of any kind from any Governmental Authority of third party that relate to the

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presence or suspected presence of any Hazardous Materials on the Premises or the migration or suspected migration of any Hazardous Materials from other property onto or beneath the Premises or to other property from the Premises; and all responses to interim cleanup action taken by or proposed to be taken by any government entity or private party on the Premises. Landlord and Tenant shall provide the other with copies of all notices with respect to any of the foregoing received from any federal, state or local authority or official or from any other third party. In the even Tenant is prejudiced by the Landlord's failure to provide timely notice, the Tenant shall have no obligation to defend or indemnify the Indemnitee under Article XII with respect thereto.

12.4 Remedial Work

If and to the extent covered by the Indemnification for Hazardous Materials Activities set forth in Section 12.2 and except as provided in Section 12.3, if any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work (the "**Remedial Work**") of any kind is necessary under any applicable local, state or federal laws or regulations, or is required by any Governmental Authority because of or in connection with the presence or suspected presence of Hazardous Materials on or under the Premises, Tenant shall have sole responsibility for all such Remedial Work and all costs and expenses of such Remedial Work shall be paid by Tenant.

Landlord shall have the right to contest the assertion by any Governmental Authority or any third party of any obligation or liability affecting Tenant, Landlord, or all or any portion of the Premises for performance of any Remedial Work. Landlord shall have the right to perform any Remedial Work, and if and to the extent covered by the Indemnification for Hazardous Materials Activities set forth in Section 12.2, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection therewith as set forth above.

Failure by Landlord to object to any actions taken by Tenant shall not be construed to be an approval by Landlord of such actions. Nothing contained herein shall be construed as creating any obligation for Landlord to review any plans for Remedial Work, or to perform, or review Tenant's or any other party's performance of any Remedial Work. However, in the even that Remedial Work is required, and Landlord elects to perform such Remedial Work, Tenant shall provide Landlord and its agents and employees with such access to the Premises as shall be required in connection therewith. Landlord shall have the right, in its sole discretion, to undertake such Remedial Work, and Landlord shall not be liable for any loss sustained by Tenant resulting from any Remedial Work undertaken by Landlord or from any other act or omission of Landlord in connection therewith except to the extent such loss is caused by the gross negligence or willful misconduct of Landlord, or its agents, servants, or employees acting within the scope of their agency, service or employment.

**ARTICLE XIII
INSPECTION AND ACCESS**

13.1 Landlord's Right to Inspect Premises

Throughout the Term, Landlord and its representatives, including, without limitation, representatives of the Federal Highway Administration, shall have the right, but not the duty, to inspect the Premises for the purpose of ascertaining Tenant's compliance with the terms of this Lease. If requested by Landlord, Tenant shall provide a representative to accompany Landlord on each such inspection. Landlord shall also have the right to establish tests wells on or near the Premises to monitor chemical levels on or near the Premises.

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13.2 Landlord's Access

Throughout the Term, Landlord and its representatives shall have the right to pass in, on and over the Premises for the purpose of maintenance, repair and/or replacement of Landlord's adjacent facilities.

Tenant shall allow any public or private utility holding an easement, license or permit regarding the Premises or any portion thereof, to enter the Premises and perform routine and emergency repairs and maintenance work.

ARTICLE XIV ACCOUNTING AND REPORTING

14.1 Repair and Maintenance Records

In addition to any other books and records maintained by Tenant which pertain to the Premises, the Multi-Use Path or any Tenant's Permitted Improvements or to the performance of the provisions and obligations of this Lease, Tenant shall maintain proper records of all repairs and maintenance made to the Premises, the Multi-Use Path and any Tenant's Permitted Improvements and shall make these available to Landlord for review, audit and analysis upon request. Tenant shall preserve all such books and records pertaining to the Premises, the Multi-Use Path or any Tenant's Permitted Improvements for a period of six (6) years following the close of each fiscal year of the Tenant.

ARTICLE XV ASSIGNMENT AND SUBLETTING

15.1 Limitations

Tenant shall not assign, transfer, convey, sublet, encumber or dispose of its right, title or interest in the whole or any part of the Premises or in this Lease, nor enter into any agreement with any entity or person, except for employees of the Tenant, to exercise substantial management responsibilities for the operations authorized hereunder or any part thereof, without the prior written consent of Landlord, which may be withheld for any reason whatsoever.

The failure of a transferee or any other successor in interest to Tenant to assume the obligations of Tenant hereunder or to obtain the approval of Landlord as herein required shall not relieve such transferee or successor of such obligations or limit Landlord with respect to any rights, remedies or controls it may have under this Lease.

Any transfer by operation of law or otherwise of Tenant's interest in this Lease or of a controlling interest in Tenant's ownership so as to permit the exercise of substantial managerial influence over the operations of Tenant by such transferee shall be deemed a transfer of Tenant's interests in the Premises for the purposes of this Article XV. Tenant agrees to comply with the requirements of Massachusetts General Laws, Chapter 7C, Section 39, regarding the filing of updated beneficial interest disclosure statements.

ARTICLE XVI EMINENT DOMAIN

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16.1 Taking by Eminent Domain

If a substantial part of the Premises shall be taken for any public or quasi-public use under governmental law or by right of eminent domain and such taking would materially interfere with the use of the Premises by Tenant for the purposes contemplated by this Lease, then the Lease may be terminated by either Landlord or Tenant. Landlord or Tenant shall make such election by giving the other party written notice within sixty (60) days after the event giving rise to a right to terminate. Any such termination shall be effective thirty (30) days after the date of notice thereof.

Landlord reserves all rights to damages payable by reason of anything lawfully done in pursuance of any public or other authority and, by way of confirmation, Tenant grants to Landlord all of Tenant's rights to such damages and agrees to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Where, as the result of a taking by eminent domain or for any other reason, the Lease is terminated or modified so as to require the permanent or temporary, total or partial displacement of Tenant from the Premises prior to or at the expiration of the Term, Tenant waives any benefits to which Tenant may be entitled under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, an Tenant shall be excluded from any relocation benefits available under said Act or any amendments thereto.

ARTICLE XVII RIGHT OF LANDLORD TO PERFORM

17.1 Landlord's Right to Perform Tenant's Obligations

If Tenant fails to pay when due amounts payable under this Lease, except for payments of Rent, or to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after thirty (30) days' prior written notice to Tenant (or, in the case of any emergency, upon such notice or without notice, as may be reasonable under the circumstances) and without waiving any of its right under this Lease, may, but shall not be required to, pay such amount or perform such obligations.

All amounts paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such obligations (together with interest at the statutory rate) per annum from the date of Landlord's payment of such amount until the date of full repayment by Tenant) will be payable by Tenant to Landlord as additional rent on demand.

ARTICLE XVIII DEFAULTS AND REMEDIES

18.1 Events of Default by Tenant

The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any sum of money due Landlord hereunder or any other payment or reimbursement due Landlord by the terms of this Lease, and such failure shall continue for a period of ten (10) days from the date when such payment was due.
- (b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the failure to pay a sum of money due Landlord, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant or, in the case of failures that cannot be cured within

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thirty (30) days, commence to cure such failure within thirty (30) days and thereafter diligently pursue such cure to completion.

(c) Tenant shall attempt to assign, transfer, convey, sublet, encumber or dispose of any of its right, title or interest in the whole or any part of the Premises without the prior approval of Landlord.

(d) Tenant shall abandon any substantial portion of the Premises or cease to use a substantial portion of the Premises for the Permitted Uses.

(e) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon and subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within fifteen (15) days after its levy.

(f) Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgement rendered thereon and have the same released within ten (10) days after Tenant has notice from any source of such lien.

(g) Tenant shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy law of the United States, or is dissolved, or makes an assignment for the benefit of creditors.

(h) Involuntary proceedings under any such bankruptcy laws or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and such proceeding is not dismissed or such receivership or trusteeship is not vacated within ninety (90) days after such institution or appointment.

(i) Tenant shall fail to use the Premises for the Permitted Uses or shall use the Premises for any other uses.

(j) Tenant shall fail to maintain the Premises in a safe, orderly and clean condition, and as otherwise required by this Lease.

18.2 Remedies of Landlord

Upon the occurrence of any of the events of default in Section 18.1, Landlord shall have, in addition to the rights set forth in Article XVII of this Lease and any other remedies available to Landlord at law or equity, the immediate option, or the option at any time thereafter, to immediately terminate this Lease and all rights of Tenant hereunder by written notice to Tenant and this Lease will come to an end on the date such notice is deemed delivered to Tenant as fully and completely as if the Term had expired. Upon the termination of this Lease, Tenant shall immediately quit and surrender the Premises to Landlord in accordance with the terms of Section 19.2 herein, but Tenant shall remain liable for damages as hereinafter provided. In the event Tenant fails to quit and surrender the Premises, Landlord may re-enter and repossess the Premises and any improvements or any part thereof and remove Tenant and those claiming through Tenant from the Premises without being deemed guilty or liable in any manner of trespass and without prejudice to any remedies for arrears of rent or other default. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Landlord, or from any claim for damages previously accrued against Tenant. Tenant hereby waives all statutory and equitable rights to its leasehold after termination of this Lease by Landlord under this paragraph, including, without limitation, rights in the nature of further cure or redemption, if any.

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18.3 Termination Damages

If this Lease is terminated for default, then Tenant covenants as an additional cumulative obligation after such termination, to pay all of Landlord's reasonable costs and expenses, including attorney's fees, related to (i) the termination of this Lease, (ii) the recovery of the Premises from Tenant, and (iii) the collection of the amounts due hereunder; all of said costs and expenses collectively referred to as "***Landlord's Termination Expenses***." Landlord's Termination Expenses shall be due and payable immediately from time to time upon notice from Landlord.

18.4 Remedies Cumulative

The specific remedies to which Landlord or Tenant may resort under this Lease, and all other rights and remedies of Landlord and Tenant are cumulative, and any two or more may be exercised at the same time. Nothing in this Lease shall limit the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at that time.

18.5 Waiver of Relocation Assistance

Where termination or modification of this Lease for any reason requires permanent or temporary, total or partial, displacement to Tenant, prior to or at the expiration of this Lease, Tenant waives any benefit that Tenant may be deemed entitled to under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, and Tenant shall thereafter be excluded from any relocation benefits available under said act or amendments thereto.

ARTICLE XIX MISCELLANEOUS

19.1 Quiet Enjoyment

Landlord agrees that, except as otherwise provided in this Lease, and so long as Tenant performs and observes the agreements, conditions and covenants of this Lease on its part to be performed and observed, Tenant's use and enjoyment of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

19.2 Surrender of Premises

At the end of the Term, or any extension or renewal thereof, or other sooner termination of this Lease, the Tenant peaceably will deliver to the Landlord possession of the Premises, together with the Multi-Use Path, all Tenant's Permitted Improvements, Permitted Amenities, and any other improvements or additions thereto within the Leased Premises, (unless Landlord has requested removal as a condition to approving construction of same) in the condition in which Tenant is required to maintain them under the terms of this Lease. Tenant may, upon termination of this Lease, remove all moveable furniture, trade fixtures, equipment, and other personal property belonging to Tenant, and Tenant shall repair any damage caused by such removal. Property not so removed shall be deemed abandoned by the Tenant, and Landlord may at its option, keep the same for its use or remove and dispose of the same in any manner as Landlord shall choose, and Tenant shall pay on demand any and all expenses incurred in such removal and disposal.

19.3 Holding Over

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Tenant has no right to hold over at the end of the Term. If Tenant retains possession of the Premises or any part thereof after expiration of the Term or earlier termination of the Lease, Landlord may at its option, serve written notice upon Tenant that such holding over consists creation of tenancy at will, upon the terms and conditions set forth in this Lease, except for the rental rate, which shall be at market rent for comparable Multi-Use Paths in the Commonwealth at that time. If no such notice is given, then a tenancy at sufferance shall be deemed to be created and the rental described in the preceding sentence shall apply. The provisions of this paragraph shall not constitute a waiver by Landlord of any right or re-entry or any other remedy given by this Lease or otherwise available at law or equity; nor shall the acceptance of Rent operate as a waiver of Landlord's right to terminate this Lease for a default by Tenant hereunder.

19.4 Status Report

Recognizing that both Landlord and Tenant may find it necessary or desirable to establish to third parties, such as accountants, lenders, government agencies, or the like, the then current status of performance hereunder, either party, upon the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Lease. Without limiting the foregoing, Tenant shall at any time and from time to time, but only after ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver a written statement certifying that this Lease is in full force and effect subject only to such modification as may be set out; that Tenant is in possession of the Premises and is paying rent as provided in this Lease or specifying the amount of any unpaid rent; and that there are not any uncured defaults on the part of the Landlord, or specifying such defaults if they are claimed. If Tenant fails to deliver such statement in a timely manner, Tenant shall be deemed to have acknowledged that this Lease is in full force and effect, without modifications except as may be represented by Landlord, and that there are no uncured defaults in Landlord's performance. Any statement provided by either Landlord or Tenant hereunder may be relied upon by the other or any other party to whom Landlord or Tenant requests the statement be addressed.

19.5 Waiver

If either Landlord or Tenant waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein. Furthermore, the acceptance of rent by Landlord shall not constitute a waiver of any preceding breach of this Lease by Tenant, regardless of Landlord's knowledge of such preceding breach at the time Landlord accepted such rent. Failure by either Landlord or Tenant to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or to diminish the right of such party to insist upon strict performance in the future. No provision of this Lease shall be deemed to have been waived by either Landlord or Tenant unless such waiver is in writing and signed by a duly authorized representative of the party to be bound thereby.

19.6 No Brokerage

Landlord and Tenant each represents and warrants that no broker, agent, commission salesman or other person has represented it in connection with the procurement or consummation of this Lease. In the event any brokerage claims are asserted against Landlord predicated upon prior dealings with the Tenant, Tenant agrees to indemnify and hold Landlord harmless against any such claim.

19.7 Notices: Time of Essence

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All notices and other communications require or permitted to be given under this Lease shall, unless otherwise expressly permitted hereunder, be in writing, signed by a duly authorized representative of the party giving notice and shall be deemed delivered when given: (a) upon hand delivery, (b) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (c) three (3) business days after being deposited in the United States mail, certified, return receipt requested, postage prepaid; and address as follows:

<u>If to Landlord:</u> Massachusetts Department of Transportation Highway Division Ten Park Plaza Boston, Massachusetts, 02116	<u>If to Tenant:</u> Town of Sudbury ATTN: Town Manager 278 Old Sudbury Road Sudbury, Massachusetts 01776

Landlord or Tenant may, by notice given hereunder, at any time and from time to time, designate a different address to which notices shall be sent.

19.8 Landlord's and Tenant's Consent

MassDOT's consent required by this Lease may be provided by (a) _____, or (b) _____; provided, however, that consent regarding access to and use of the Premises by third parties pursuant to Section 2.3 and other applicable provisions hereof shall be made through the Director of Railroad Properties, MassDOT Rail Division, or such other person as MassDOT may designate from time to time, by written notice to the Town.

Tenant's consent required by this Lease may be provided by the Sudbury Town Manager.

19.9 Status of Parties

Landlord reserves no control whatsoever over the employment, discharge, compensation of or services rendered by Tenant's employees, agents or contractors. Tenant covenants and agrees that it will neither hold itself out as, nor claim to be, a partner, agent, joint venturer, officer or employee of the Landlord by reason of this Lease, and that it will not, by reason of this Lease, make any claim, demand or application to or for any right or privilege applicable to an employee or officer of the Commonwealth of Massachusetts. Nothing contained in this Lease shall create or be construed as creating a partnership or joint venture between Landlord and Tenant or constitute Tenant as an agent of Landlord.

19.10 Governing Law

This Lease will be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, and all legal actions brought in connection with this Lease shall be brought in courts within the Commonwealth of Massachusetts.

19.11 Entire Agreement

This Lease, together with its Exhibits, whether physically appended to this document or incorporated by reference without being so appended, contains all of the agreements of the parties

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and supersedes any previous negotiations. There are no agreements between Landlord and Tenant with respect to the subject matter of this Lease other than those set forth in this Lease and its Exhibits.

19.12 Headings

The headings herein are for convenience of reference only and shall in no way define, increase or limit the scope or intent of any provision of this Lease.

19.13 Partial Invalidity

If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be deemed invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

19.14 Force Majeure

In any case where either Landlord or Tenant is required to perform any act pursuant to this Lease, delays caused by or resulting from war, fire, flood, unusually severe weather, strikes or other causes beyond such party's reasonable control shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or a "reasonable" time, and such time shall be deemed to be extended by the period of the delay.

19.15 Recording

Landlord and Tenant agree not to record this Lease. Both parties will, at the request of either party, execute, acknowledge and deliver a Notice of Lease in recordable form. Such notice shall contain only the information required by law for recording. Tenant shall be responsible for the preparation of any plans required for the recording of any such notice and the recording costs thereof.

19.16 No Agreement Until Signed

No legal obligations shall arise with respect to the Premises or other matters herein until this Lease is executed and delivered by Land and Tenant, with all required signatures.

19.17 Accord and Satisfaction

No acceptance by Landlord of a lesser sum than any charge due hereunder shall be deemed to be other than an acceptance of the earliest installment of such charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

19.18 Successors and Assigns

This Lease and the covenants and conditions herein contained shall insure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such transferees of Tenant as are permitted hereunder.

19.19 State Employees Barred from Interest

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No official, employee or consultant of the Commonwealth of Massachusetts or Landlord shall have any personal interest, direct or indirect, in this Lease, nor shall any such official, employee or consultant participate in any decision relating to this Lease which affects their personal interest or the interests of any corporation, partnership, or association in which they are directly or indirectly interested. Tenant has on or prior to the date hereof delivered to Landlord and to the Commonwealth of Massachusetts Division of Capital Asset Maintenance and Management (“*DCAMM*”) Tenant’s Beneficial Interest Disclosure Statement, a copy of which is attached hereto as *Exhibit D*. Tenant agrees in case of any change of Tenant’s interest in the Premises during the Term, that is shall deliver to Landlord and to DCAMM a new Beneficial Interest Disclosure Statement within (30) days of such change.

19.20 Limitation of Liability

No official, employee, agent, officer or consultant of the Commonwealth of Massachusetts or Landlord shall be personally liable to Tenant or to any partner or shareholder thereof, or to any successor in interest of person claiming by, through, or under Tenant or any partner or shareholder thereof, in the event of any default or breach of this Lease, or for any amount which may become due or on any claim, cause or obligation whatsoever under the terms of this Lease.

No official, employee, agent, officer, or consultant of the Tenant shall be personally liable to Landlord or to any partner or shareholder thereof, or to any successor in interest of person claiming by, through, or under Landlord or any partner or shareholder thereof, in the event of any default or breach of this Lease, or for any amount which may become due or on any claim, cause or obligation whatsoever under the terms of this Lease.

All claims against Landlord and Tenant shall be governed by the provisions of this Lease and Chapter 258 of the Massachusetts General Laws.

Except as between MassDOT and the Town under the terms and conditions of this Lease, nothing herein shall be construed, act, and/or operate to alter, limit, waive, eliminate, terminate, or otherwise modify statutory provisions, exemptions, exceptions, limits, and/or defenses available to either party under any applicable statutes and/or regulations relating to any claims or causes of actions asserted against either party.

19.21 Nondiscrimination

Tenant agrees that it shall not, because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation, discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Tenant, or deny any person access to the Premises or to any activities or programs carried out upon the Premises. Tenant shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment or public accommodation. Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and reenter and repossess the Premises and hold the same as if this Lease had never been made or issued.

19.22 Counterparts

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This Lease may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original and all such counterparts shall together constitute but one and the same Lease.

19.23 Tenant's Due Authority and Compliance with Laws

Tenant has on or prior to the date hereof delivered to Landlord: (i) Tenant's Vote(s) and Town Clerk's Certificate, a copy of which is attached hereto as **Exhibit E** (ii) the Certificate dated _____, of the Secretary of Energy and Environmental Affairs on the Environmental Notification Form for the [Project Name], EEA Number _____, a copy of which is attached hereto as **Exhibit F**, and (iii) the executed MEPA Agreement, a copy of which is attached hereto as **Exhibit G**.

19.24 Executive Order 526

By signing this Lease, the Tenant hereby certifies under the pains and penalties of perjury that the Tenant currently complies with and will continue to comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

19.25 Minority-, Women-, and Service Disabled Veteran-Owned Business Enterprises

Landlord encourages to the greatest extent possible, the active and meaningful equity participation of Minority-Owned Business Enterprises (MBEs), Women-Owned Business Enterprises (WBEs) and Service Disabled Veteran-Owned Business Enterprises (SDVBE), as certified by the Commonwealth of Massachusetts Supplier Diversity Office. Landlord also encourages Tenant to use, to the greatest extent possible, MBEs, WBEs and SDVBEs to provide services and materials. Tenant agrees, to the greatest extent possible, to purchase supplies and services concerning this Lease from certified MBEs, WBEs and SDVBEs.

[Signature page of this Lease follows.]

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed and delivered as an instrument under seal by their duly authorized officers or representatives as of the date first set forth above.

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

By: _____

Jamey Tesler
Secretary & Chief Executive Officer

TOWN OF SUDBURY

By: _____

[Name]
[Title]

12-2-21 DRAFT

EXHIBIT A
Plan

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Attachment4.a: KP-#790524-v1-SUDB- BFRT_MassDOT_Lease (5006 : Discussion on BFRT lease and draft ATM articles)

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**EXHIBIT B
DESIGN PLANS**

Exhibit B is the set of plans and specifications for the Multi-Use Path in the Town of Sudbury, _____ County, MA, from the Beginning Project Station ____ to the End Project Station _____, as approved by the FHWA, which are incorporated herein by reference. The plans prepared for the Massachusetts Department of Transportation, Highway Division, by _____, entitled "Plan and Profile of _____ in the Town of Sudbury (_____ County) Preliminary Right of Way Federal Aid Project No. _____", dated _____, consisting on that date of _____ pages, with all amendments through the final Plans and Specifications and Estimate set of plans as approved by the FHWA (the "Design Plans"). Sheet 1 of _____, of the Design Plans is attached hereto and incorporated herein by reference. The entire set of Design Plans is on file with the Massachusetts Department of Transportation and the Town of Sudbury, and incorporated herein by reference.

DRAFT FOR TOWN OF SUDBURY REVIEW

**EXHIBIT C
CERTIFICATES OF INSURANCE**

Attachment4.a: KP-#790524-v1-SUDB- BFRT_MassDOT_Lease (5006 : Discussion on BFRT lease and draft ATM articles)

DRAFT FOR TOWN OF SUDBURY REVIEW

**EXHIBIT D
TENANT'S BENEFICIAL DISCLOSURE STATEMENT**

Attachment4.a: KP-#790524-v1-SUDB- BFRT_MassDOT_Lease (5006 : Discussion on BFRT lease and draft ATM articles)

DRAFT FOR TOWN OF SUDBURY REVIEW

**EXHIBIT E
EVIDENCE OF AUTHORITY**

Attachment4.a: KP-#790524-v1-SUDB- BFRT_MassDOT_Lease (5006 : Discussion on BFRT lease and draft ATM articles)

DRAFT FOR TOWN OF SUDBURY REVIEW

**EXHIBIT F
MEPA CERTIFICATE**

Attachment4.a: KP-#790524-v1-SUDB- BFRT_MassDOT_Lease (5006 : Discussion on BFRT lease and draft ATM articles)

DRAFT FOR TOWN OF SUDBURY REVIEW

**EXHIBIT G
MEPA AGREEMENT**

Attachment4.a: KP-#790524-v1-SUDB- BFRT_MassDOT_Lease (5006 : Discussion on BFRT lease and draft ATM articles)

From: Lee S. Smith <LSmith@k-plaw.com>
Sent: Tuesday, December 21, 2021 3:26 PM
To: Russo, Charlie <RussoC@sudbury.ma.us>; Dretler, Janie <DretlerJ@sudbury.ma.us>
Cc: Hayes, Henry <HayesH@sudbury.ma.us>; Duchesneau, Adam <DuchesneauA@sudbury.ma.us>;
 Suedmeyer, Beth <SuedmeyerB@sudbury.ma.us>
Subject: RE: Articles for Annual Town Meeting

All,

There are three warrant articles that we will need for the BFRT.

A. Acquisition of interests in real property including (i) MassDOT lease, (ii) temporary construction easements, (iii) possible permanent easements, (iv) possible drainage easements, and (v) possible utility easements, all for recreational trail purposes. The article will be written broadly without specific property references, although we will probably reference the then current version of the right of way plans as "on file with the Town Clerk" and will include authority to acquire the interests by gift, purchase or eminent domain. This approach provides the most flexibility as the project continues to evolve.

B. "Dedications" of town-owned property for recreational trail purposes. This article will seek to transfer the care, custody, management and control of the land shown on the right of way plans from the board or committee presently holding it to the Select Board for recreational trail purposes. This can also be written broadly with or without specific property references, but will again likely reference the then current version of the right of way plans as "on file with the Town Clerk".

C. Appropriations seeking to raise and appropriate from available funds and/or borrowing, a sum of money for project costs including acquisition of rights in real property (see A above), project expenses, and project amenities like "non-participating items" not funded by MassDOT, and further to authorize the Select Board to enter into all agreements and execute all documents or instruments necessary to effect the foregoing. The sum requested will not be stated in the article.

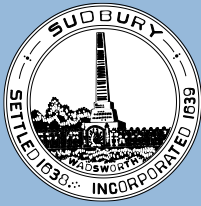
For all three articles, it will be the motions that will include the level of specificity that the Select Board prefers, however, the sum of the requested appropriation will need to be stated in the motion. The motions are typically prepared much closer to the date of Town Meeting.

Please let me know if you have any questions.

-Lee

Lee S. Smith, Esq.
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 Boston, MA 02110
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www.k-plaw.com

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SUDBURY SELECT BOARD
Tuesday, January 4, 2022

MISCELLANEOUS (UNTIMED)
5: DEI update

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Quarterly update with Sudbury Diversity, Equity, and Inclusion (DEI) Commission co-chairs. (~30 min.)

Recommendations/Suggested Motion/Vote: Quarterly update with Sudbury Diversity, Equity, and Inclusion (DEI) Commission co-chairs. (~30 min.)

Background Information:
info to be provided 11/3/22

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

01/04/2022 6:15 PM

Sudbury DEI Commission Quarterly Report to the Select Board - January 4, 2022

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.

Work to date:

1. **Social Media:** A DEI Sudbury Facebook page is in development. It will be used to share general information related to DEI efforts, to advertise trainings and local activity that fosters awareness (such as festivals, advocacy efforts, library activity, etc.)
2. **Land Acknowledgment:** A Land Acknowledgment in reference to the original indigenous people who occupied the land that is now Sudbury was adopted to be read at the beginning of each meeting. It will be accompanied by a reflection focused on indigenous people, chosen by the Commission member reading the acknowledgment.

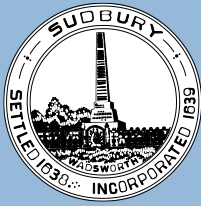
Sudbury Land Acknowledgment

As we gather here this evening to deliberate on issues that impact our community, it is essential that we also look to, and learn from, the lessons of the past. We want to acknowledge that Sudbury is located on the traditional, ancestral, unceded territory of the Nipmuc, Pawtucket/Pennacook, and Massachusett. We honor with gratitude the land itself and the people who have taken care of it throughout the generations. We are committed to becoming better stewards of the land we inhabit and learning from the failures of preceding generations in pursuit of a more just and equitable Sudbury. In the spirit of promoting justice and equality, we offer the following reflection.

3. **New Commission members:** Following the resignation of two members of the Commission, the group interviewed candidates, including for the already vacant position. We interviewed four candidates: Emily Chen, Jessica Cerullo Merrill, Paula Hudson, Karyn Jones. In addition, two candidates, Peng Zhou, and Janine Taylor, were unavailable at the time of the interview. On advice of the Select Board to recommend two candidates, the Commission recommended the appointment of Paula Hudson and noted that Emily Chen got 7 votes.
4. **Establishing a consensus on the Commission's identity & vision:** The Commission members completed a survey that seeks to establish an identity and vision that will focus the work. The Commission agreed that we are an advisory group, although as an advisory group we may also look at advocacy and education if it is consistent with creating recommendations for the Select Board, as established in the original charge to the Commission.
5. **Subcommittees and Working Groups:** Subcommittees have been deemed necessary for the Commission's work to be completed, given the wide scope of that work and the limited number of meetings.
 - a) The Structure Advisory Subcommittee
 - b) Outreach Subcommittee
 - c) Budget Working Group
 - d) Lived Experiences Subcommittee
6. **Commission member information form:** A form was developed and completed by each member. This will help when we establish office hours and other outreach activities.
7. **HOPE Sudbury Telethon:** A Commission member represented the commission in the HOPE Sudbury telethon.

8. **Speakers:** The Commission had question and answer sessions with several community leaders.
- a) Bethany Hadvab, Sudbury Town Social Worker, provided insight and advice based on her work in town.
 - b) Sonia Ali from the Islamic Center of Boston shared a power point that outlined the ant-racism and social justice work being done at ICB.
 - c) Esme Green, Goodnow Library Director, shared what the library has been doing to reach out to the community with movies and collaboration with committees such as the LS Racial Climate Committee.
 - d) Brad Crozier and Kim Swain, Superintendent and Assistant Superintendent of SPS, provided a detailed overview of the DEI work being done in the K-8 schools. Although SPS will not be a presence at all the Commission meetings, Brad and Kim both are available to the Commission for its work and will keep us informed of their ongoing work.
 - e) Dr. Nichole Argo, the co-founder of the Lived Experiences Project, a community-based, grassroots initiative collecting stories of racism and identity-based mistreatment in the town of Needham, MA to influence systemic change locally.
9. **Moving Forward:**
- a) We anticipate reaching out to other groups in town to create partnerships that will expand our ability to connect with town residents. (Goal 1.4).
 - b) As stated in our first quarterly report, we need a pro-active partnership with the Select Board to achieve our mission goals. This includes financial support for training and projects. We are requesting the Town of Sudbury to allocate \$15,000 for the Sudbury DEI Commission in next year's town budget. (Goal 1.1 and 1.2)
 - c) The Lived Experiences Project with Dr. Argo.
 - d) The commission also advise the Town of Sudbury and the Select Board to consider and pursue these initiatives:
 - i. In a town wide effort to recognize the history of the indigenous people who originally occupied Sudbury, the DEI Commission would like to encourage all boards and committees to begin meetings with the land acknowledgment.
 - ii. We advise the Select Board to allow non-U.S. citizens to vote in municipal elections.
 - iii. International flags of all Sudbury residents in town center.
 - e) The League of Women Voters of Sudbury will be hosting a Diversity, Equity, and Inclusion Roundtable on January 30, 2022. The purpose of this roundtable is informing and educating residents about the work various Sudbury groups and organizations are doing to promote DEI awareness and inclusion. While LWV Sudbury would host this forum, the intent is for participating organizations to have an audience with the community and share their work to date and future vision (goals, activities, ways for Sudbury citizens to get involved, etc.). This would provide us with additional exposure while affording our community members the opportunity to ask questions, make suggestions, and volunteer to participate.

- f) The Structure Advisory Subcommittee will appoint members of the Commission to communicate directly with the Commission liaisons from other town boards and committees.
- g) We will ask the Select Board to consider extending our initial term beyond May of 2022.



SUDBURY SELECT BOARD

Tuesday, January 4, 2022

MISCELLANEOUS (UNTIMED)**6: Discussion on preparation for legislators update 1/18**REQUESTOR SECTION

Date of request:

Requestor: Chair Roberts

Formal Title: Discussion on preparation for Legislators update and possible vote to send the participating Legislators a letter in advance of the 1/18 meeting. (~20 min.)

Recommendations/Suggested Motion/Vote: Discussion on preparation for Legislators update and possible vote to send the participating Legislators a letter in advance of the 1/18 meeting. (~20 min.)

Background Information:

Financial impact expected:

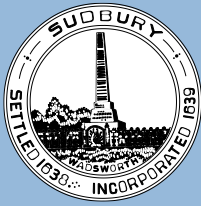
Approximate agenda time requested: 20 minutes

Representative(s) expected to attend meeting:

Review:

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

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**SUDBURY SELECT BOARD**

Tuesday, January 4, 2022

MISCELLANEOUS (UNTIMED)**7: Goal setting next steps****REQUESTOR SECTION**

Date of request:

Requestor: Chair Roberts

Formal Title: 2022 goal setting next steps. Develop deliverables and possibly assign and vote Select Board liaisons to goals. (~30 min.)

Recommendations/Suggested Motion/Vote: 2022 goal setting next steps. Develop deliverables and possibly assign and vote Select Board liaisons to goals. (~30 min.)

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

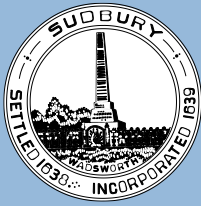
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Goal	Primary Category	Deliverables/Steps	Board Liason	Staff Liason	Bill Schineller	Jen Roberts	Dan Carty	Charles Russo	Janie Dretler	Total Score	
Advance to Construction Phase - Bruce Freeman Rail Trail	Open Space, Recreation & Historic Assets	Early July - advertising, early Oct - construction 2022		Planning		5		3	5	13	1 High
Plan and Support ARPA funding spending	Financial Management & Economic Resilience	Determine priority and use of ARPA funds; incorporate oversight		Town Manager/Treasurer	1	3	1	5	2	12	2 High
Evaluate Current State and Future Best use of Sewataro	Open Space, Recreation & Historic Assets	Increase public use; swimming on 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); assess environmental and public health impact		Town Manager/Facilities/PRP		2		4	4	10	3 High
Refine issues/research/make decisions re. LS Regional and Assessment Process/Vocational Ed Access	Effective Governance and Communication	Map out issues and process; coordinate with stakeholders / Lincoln leadership and LSRHS School Committee; evaluate Agreement review increments; examine vocational education responsibilities - explore joining district; define the perceived problems; budget timeline alignment; draft updates of the Agreement		Town Manager	3	1	5			9	4 High
Sustainability and Climate Change initiatives	Environmental Health & Wellness	Support MVP/Master Plan related elements/HMP/possible CED		Health/Conservation/Planning		4		2	3	9	5 High
Expand (Normalize) and Fund Transportation Option	Transportation, Mobility & Housing	Continue existing programs, identify possible future programs and determine sustainability options		Planning/Treasurer	4		4			8	6 High
Complete Efficiency Analysis - regionalization/public/private/intermunicipal agreements	Effective Governance and Communication	Report and recommendations regarding: Review existing arrangements and opportunities, recommend which to revisit or pursue: Regional Housing Services (neighboring towns) Regional Health/Flu Clinics (neighboring towns) Local Transportation (neighboring towns) Lincoln-Sudbury Regional HS Vocational Education (Assabet, Middlesex...) Special Education ("White House") Electricity Aggregation Sustainability Office (join with Natick?) Trash Collection Aggregation Transfer Station Water District v. MWRA Sewer / Wastewater Management Hudson Light and Power, Concord Municipal Light Plant Sewataro Public/Private Partnership Police mutual support Fire mutual support Ambulance Services Hockey Rink Atkinson Pool (rent to other town teams) Equestrian (lease / rent Broadacres riding ring)		Town Manager							7
Enhance Capital Planning, Maintenance, and funding process	Financial Management & Economic Resilience	incorporate ADA assessment results; town-wide capital inventory of facilities and other capital items; anticipate future needs; evaluate renovation/space needs		Town Manager/Treasurer/Facilities	2		2			4	8
Plan for completion of construction projects	Town Services and Infrastructure	Community Center and Fire Station steps - plan for completion; do not lose elements		Town Manager				1		1	9
Feasibility study for upkeep of facilities and other areas/properties(incorporated above)	Town Services and Infrastructure	Issue an RFP for town-wide facility study							1	1	10
Complete Financial Policies	Financial Management & Economic Resilience	Complete rreview of DLS Report; Finalize and publish Financial Policies; identify gaps; select, prioritize and implement Capital planning improvements; transparency/communicate to the public; identify what we mean by capital; secure funding sources;		Town Manager/Treasurer							0
Upgrade Fire Station 2 (Rte 20)	Town Services and Infrastructure			Fire Chief/Facilities						0	
Promote and Support Master Plan	Effective Governance and Communication	Support implementation of MP and start implementation of SB items		Planning/Town Manager						0	
TO CONSIDER										0	
Infrastructure prioritization and planning relating to safety - sidewalks/crosswalks/signage	Town Services and Infrastructure			DPW/Police						0	
Emergency Preperadness	Town Services and Infrastructure			Fire						0	
ADA Plan - integrate town-wide including website, etc.	Transportation, Mobility & Housing			Town Manager/Facilities						0	
OTHERS										0	
Uber/Taxi Rides - Decision	Transportation, Mobility & Housing			Planning						0	
Housing Production Plan - complete	Transportation, Mobility & Housing			Planning						0	
Open Space and Recreation Plan - update	Open Space, Recreation & Historic Assets			Planning						0	

Pro-Active Public Health Initiatives	Environmental Health & Wellness			Health						0
Health Regulations - update	Environmental Health & Wellness			Health						0
More robust Public Health Resources	Environmental Health & Wellness			Health						0
Fairbanks Community Center	Town Services and Infrastructure			Town Manager/Facilities						0
Preventative Maintenance	Town Services and Infrastructure			Facilities						0
Culverts	Town Services and Infrastructure			DPW						0
Comprehensive wastewater management plan completion	Town Services and Infrastructure			DPW						0
Senior transportation	Transportation, Mobility & Housing			COA						0
Dementia-friendly practices	Town Services and Infrastructure			COA						0
Recognizing veterans	Effective Governance and Communication			Veterans						0
Building personnel needs	Town Services and Infrastructure			Building						0
Website improvement and accessibility	Effective Governance and Communication			IT						0
Space utilization for staff	Town Services and Infrastructure			Town Manager/Facilities						0
Vocational Education	Effective Governance and Communication			Town Manager						0
Professional training for Select Board	Effective Governance and Communication			Town Manager						0
Tourism promotion	Open Space, Recreation & Historic Assets			Town Manager						0
Anniversary planning	Open Space, Recreation & Historic Assets			Town Manager						0
Rt. 20 study/plan	Town Services and Infrastructure			Planning						0
Ensure impacted residents with conservation restrictions are provided prompt service	Effective Governance and Communication			Conservation						0
Livable Sudbury	Transportation, Mobility & Housing									0
Town Center Development	Transportation, Mobility & Housing			Planning						0
Support after-school programs	Open Space, Recreation & Historic Assets			Recreation						0
IDENTIFIED PRIORITIES										

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

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



SUDBURY SELECT BOARD

Tuesday, January 4, 2022

8

MISCELLANEOUS (UNTIMED)

8: Discussion on draft Capital Plan and Free Cash

REQUESTOR SECTION

Date of request:

Requestor: Chair Roberts

Formal Title: Discussion on draft Capital Plan and Free Cash appropriations. Town Manager Hayes to present. (~20 min.)

Recommendations/Suggested Motion/Vote: Discussion on draft Capital Plan and Free Cash appropriations. Town Manager Hayes to present. (~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

01/04/2022 6:15 PM



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

December 30, 2021

Select Board
 Town of Sudbury
 Massachusetts

Dear Honorable Select Board Members:

Please see the preliminary/DRAFT Free Cash usage anticipation. Attached, you will find the Town Manager's Capital Plan - FY23.

These subjects are not final from the professional staff perspective. Some decisions that may impact our approach could be related to American Rescue Plan Act (ARPA) decisions the Board may finalize. This could include thoughts towards Park and Recreation, Health, Fire, Police and other Departments that have submitted requests via the Sudbury's ARPA process.

As a reminder, there may be other Articles submitted through January 31st that may request the use of free cash, and that the potential requests listed on this list are placeholders at this time.

Sincerely,
 Henry L. Hayes, Jr.
 Town Manager

Attachments: 2

- Free Cash
- CIP

FY22 Free Cash			
Project	Requested	Balance	Notes
Starting Balance	N/A	\$6,584,093	Certified 9/14/2021
Town Manager's FY23 Capital Plan	\$2,289,443	\$4,294,650	
Stabilization Fund	\$49,479	\$4,245,171	
Capital Stabilization Fund	\$500,000	\$3,745,171	
Fire Station 2	\$1,500,000	\$2,245,171	Potential article for supplemental Fire Station 2 appropriation. Potential article for supplemental Fairbank Community Center appropriation. Potential article for costs associated with maintaining Camp Sewataro property. Finance committee recommendation
Fairbank Community Center	\$500,000	\$1,745,171	
Sewataro Costs	\$250,000	\$1,495,171	
.5 % of budget	\$535,469	\$959,702	
Total	<u>\$ 5,624,391</u>	<u>\$959,702</u>	
FY22 Operating Budget	\$107,093,804		
Stabilization Requirement	5,354,690		
Stabilization Balance	5,305,211	As of 12/28/2021	
Required Transfer	\$49,479		



Henry L. Hayes, Jr.
Town Manager

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

278 Old Sudbury Road
Sudbury, Massachusetts 01776

Tel: (978) 639-3381

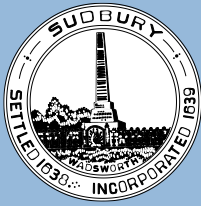
Fax: 978-443-0756

Email: townmanager@sudbury.ma.us



FY23 CIP
12-28-2021.pdf

Town of Sudbury			
Town Manager's Capital Plan - FY23			
Project Name	Department	Cost	Suggested Funding
Electronic Voting Handsets for Town Meeting	Town Clerk	\$ 22,845	Tax Levy
Fire Thermal Imaging Cameras	Fire	\$ 50,000	Tax Levy
Fire Station #3 Roof Replacement	Facilities	\$ 80,000	Tax Levy
Noyes School ceiling tile replacement	SPS	\$ 45,000	Tax Levy
Loring Dishwasher	SPS	\$ 50,000	Tax Levy
2023 Chevy Silverado or equivalent (replace DPW 14)	DPW	\$ 85,000	Tax Levy
2023 Ford Explorer or equivalent (replace DPW E1)	DPW	\$ 45,000	Tax Levy
2023 Chevy Silverado or equivalent (replace DPW PR3)	Parks & Gnds	\$ 85,000	Tax Levy
2023 Ford Explorer or equivalent (replace FIRE CAR 2)	Fire	\$ 60,000	Tax Levy
2023 All Terrain Vehicle	Police	\$ 20,000	Tax Levy
Paging, Clocks, and Bell Systems	SPS	\$ 25,000	Tax Levy
UHF Repeater	Police	\$ 25,000	Tax Levy
Interior Painting of Schools	SPS/Facilities	\$ 50,000	Tax Levy
Sand and refinish all Schools Gymnasium floors	SPS/Facilities	\$ 80,000	Tax Levy
Walk-in Refrigerators at Schools	SPS/Facilities	\$ 50,000	Tax Levy
School Door Repairs and Replacements	SPS/Facilities	\$ 50,000	Tax Levy
Town-wide Walkway Design/Construction Improvements - FY23	DPW	\$ 50,000	Tax Levy
Document Scanning - FY23	Info Systems	\$ 50,000	Tax Levy
Buildings & Grounds -2012 Ford F350 Pickup Truck	LSRHS	\$ 39,415	Tax Levy
Gehl Skid Steer (currently 2006)	LSRHS	\$ 34,598	Tax Levy
Replace Firewall (renewal date 2023)	LSRHS	\$ 43,795	Tax Levy
Town Manager's Capital Operating Budget		\$ 1,040,653	
Noyes Classroom Sink Replacement	SPS/Facilities	\$ 130,000	Free Cash
Filtration Systems for Atkinson Pool	Facilities	\$ 160,000	Free Cash
Construct Walkway Improvements - FY23	DPW	\$ 700,000	Free Cash
2022 John Deere Backhoe/Loader (replace DPW 22)	DPW	\$ 150,000	Free Cash
2023 6-Wheel 26,000+ GVW Combo Body Dump Truck w/Plow and Sprea	DPW	\$ 285,000	Free Cash
2023 Skid Steer - (replace DPW 26)	DPW	\$ 130,000	Free Cash
2022 Roadside Mower (replaces DPW 35)	DPW	\$ 140,000	Free Cash
SPS HVAC - Heating capital repairs and replacement	SPS/Facilities	\$ 455,000	Free Cash
Chain Link Fence Replacement: Artificial Turf Field	LSRHS	\$ 139,443	Free Cash
Free Cash Capital Additions in Excess of \$100,000		\$ 2,289,443	
Townwide Drainage & Roadway Reconstruction - FY23	DPW	\$ 3,500,000	Debt Exclusion
Total FY23 Capital Plan		\$ 6,830,096	

**SUDBURY SELECT BOARD**

Tuesday, January 4, 2022

MISCELLANEOUS (UNTIMED)**9: Discuss potential ATM SB articles****REQUESTOR SECTION**

Date of request:

Requestor: Chair Roberts

Formal Title: Discuss potential 2022 Annual Town Meeting Select Board and Town articles and possibly vote on articles to put forward. (~40 min.)

Recommendations/Suggested Motion/Vote: Discuss potential 2022 Annual Town Meeting Select Board and Town articles and possibly vote on articles to put forward. (~40 min.)

Background Information:

Financial impact expected:

Approximate agenda time requested: 45 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden Pending

Henry L Hayes Pending

Jonathan Silverstein Pending

Jennifer Roberts Pending

Select Board Pending

01/04/2022 6:15 PM

Potential Select Board 2022 Annual Town Meeting Articles Overview created by Chair Roberts 01.04.22

POTENTIAL ARTICLE	RESPONSIBLE TO EXPLORE	ARTICLE SPONSOR (TOWN, SELECT BOARD, RESIDENT(S))	GOAL/OBJECTIVE	COST	FUNDING SOURCE	STATUS/NEXT STEPS	SELECT BOARD VOTE TO MOVE FORWARD
Hire Sustainability Director	Roberts	Climate Emergency Group, Select Board (?)	Hire Sustainability Director to drive/support Town-wide sustainability initiatives, Municipal Vulnerability Plan and Hazard Mitigation Plan, Master Plan, Next Generation Roadmap legislation, and proposed Climate Emergency Declaration.	\$130K (CEG estimate)	Free Cash leaving open possibility for State earmark/other funding sources.	CEG Group will investigate with Town Counsel how to make article flexible for other (non-override) funding sources. Select Board needs to determine if it wants its own article.	
Reversion of unspent past Town Meeting article appropriations	Carty						
Furniture, Fixtures, & Equipment (FF&E) (including Audio Visual) appropriation for Fairbank Community Center Project	Dretler/Roberts	Select Board	Appropriation to fund certain Furniture, Fixture, & Equipment (FF&E) elements including Audio Visual for Fairbank Community Center to address new needs and potential budget challenges.	\$500K (preliminary estimate)	Free Cash	1/4: Jen to meet with PBC to try to further refine elements/cost. Select Board needs to determine if it wants to move article forward.	
Bruce Freeman Rail Trail-related articles for easements and lease	Dretler/Russo	Select Board	MBTA lease	N/A	N/A	SB discussion and vote on lease.	
Bruce Freeman Rail Trail-related articles for easements	Dretler/Russo	Select Board	ROW easements (permanent or temporary)	N/A	N/A	Staff and Town Counsel to provide full list of easements.	
Bruce Freeman Rail Trail-related articles for additional items	Dretler/Russo	Select Board	Enhancements	\$500,000	N/A	Staff to reconcile with CPA request to clarify and avoid overlap/duplication.	
Sudbury Housing Trust Bylaw	Carty						
Commission on Disability Bylaw	Roberts	Commission on Disability or Select Board (TBD)	Possibly include Commission on Disability (description, structure, goals) in Town Bylaws	N/A	N/A	Jen has met with COD and reached out to Town Counsel. Town Counsel advises that a bylaw is not required given the Town adoption of GLc.40Sec.8J (but could be done based on Town policy). Select Board/COD needs to determine if it wants to move article forward.	
Sewataro operational funding (for if property manager contract not renewed)	Russo	Select Board	Back up funding in case of lack of Camp Operator contract.	~\$260,000	free cash	Preferably: withdraw prior to Town Meeting if/when a new Camp Operator contract is signed.	
Sewataro Land Use Consultant	Russo	Select Board	Initiate long-term evaluation of how to maximize use of Sewataro property.	\$40,000	free cash	RFP in conjunction with Open Space & Recreation Plan	

2022 ATM SEWATARO ARTICLE

For discussion, Select Board meeting of Jan. 4, 2022

1

WHY?

Especially if I support status quo?

- Retain Control
 - Appropriate Scope
 - Appropriate Cost
- Fulfill a promise from Town Meeting 2019
- Obtain Objective Analysis
- Improve Amenities to Residents
- So We Know

2

WHY?

Epecially if I support status quo?

- MOSTLY:
- Retain Control
 - Appropriate Scope
 - Appropriate Cost

3

SCOPE

The proposed citizens' petition - a *retrospective* view:

To see if the Town will vote to raise and appropriate, or to transfer from available funds, \$200,000, or any other sum, to be expended under the direction of the Director of Planning and Community Development for the purpose of hiring an independent land use consultant to study, evaluate and expand the options for the short-term and long-term uses for the Liberty Ledge property. The consultant's evaluation and report shall include new and prior information regarding the financial operating costs, the identification of environmental and health issues, the capital investments required, and any restrictions with respect to access and use of the property including ADA or other compliance requirements, for each alternative. The consultant shall prepare a written report of his/her findings and conclusions for the Town to use for its decisions regarding the use of the Liberty Ledge property for the benefit of the Town's population.

• Financial Operating Costs:	Estimates from 2019, updated to include camp financials since
• Environmental & Health Issues:	Consultations with DEP and Health, Sudbury DPH, Conservation Department
• Capital Investments:	Varies (assumptions, goals, i.e., camp needs vs. ADA needs vs. Access Enhancements, etc.)
• ADA:	IHCD evaluation and upcoming Open Space Plan

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Attachment9.b: Sewatario Article ATM 2022 (4985 : Discuss potential ATM SB articles)

COST

Planning Project	Cost	Funding Source	Time frame
Sewataro Appraisal (completed)	\$5,000	CPA funds	~ 2 months
Broadacres Charrette (completed)	\$7,400	Planning Budget	~ 4 months
Updating the Open Space & Recreation Plan and the Athletic Fields Needs Assessment & Master Plan (proposed)	\$100,000 (40 OS, 40 AF, 20 ADA)	CPA funds	~ 1 year
Sudbury Town-wide Master Plan (completed)	\$142,000	Town Meeting (\$75,000), the Sudbury Foundation, and a Community Compact Grant	~ 2 years
Sewataro Land Use Planning Consultant (proposed)	\$200,000	Free cash	~1 year

Money allocated at Town Meeting for a particular project remain available for the project until the funds are fully expended or the funds are reverted at a subsequent Town Meeting.

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COST

An example: similar uses, amount capped at \$40,00 form Free Cash or equivalent, gives us a two-for-one approach:

- \$330,000 for a Sustainability Director and Land Use Planning
 - \$200,000 for Land Use Planning at Sewataro
 - \$130,000 for Sustainability Director

OR

- \$170,000 for a Sustainability Director and Land Use Planning
 - \$130,000 for Sustainability Director
 - \$40,000 for Land Use Planning at Sewataro

6

FULFILL A PROMISE

The Future Use of Camp Sewataro

- When the Board of Selectmen made their offer, their vision was to use the land for open space, recreation, preservation and other municipal purposes.
- This is a unique land preservation acquisition because there is the possibility and opportunity for future uses, some of which could bring potential revenue sources.

Slide 18 of 2019 ATM Sewataro Article:

<https://s3.amazonaws.com/documents.sudburyma/Presentation/TM-2019%20Article%2025%20Rodrigues%2C%20Melissa.pdf?1557334778257&AWSAccessKeyId=AKIAJYVIGYK2PGOS2ZKA&Expires=1640631751&Signature=FX0%2FRU%2B3hyYIUHeRr26qk8NYjpl%3D>

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FULFILL A PROMISE

The Future Use of Camp Sewataro

- We have explored and discussed several possible scenarios including:
 - 1. *Maintain as open space and recreational space*
 - 2. *Continue to run Camp Sewataro*
 - 3. *Lease camp*
- Recommendation: Immediately put out a request for proposals and enter into a lease for Summer 2020
 - *This would give the Town the opportunity to best plan for and prepare for the future use*

Slide 19 of 2019 ATM Sewataro Article:

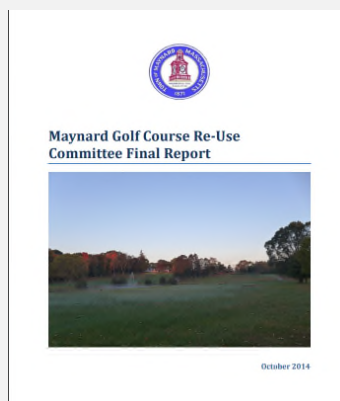
<https://s3.amazonaws.com/documents.sudburyma/Presentation/TM-2019%20Article%2025%20Rodrigues%2C%20Melissa.pdf?1557334778257&AWSAccessKeyId=AKIAJYVIGYK2PGOS2ZKA&Expires=1640631751&Signature=FX0%2FRU%2B3hyYIUHeRr26qk8NYjpl%3D>

8

Attachment9.b: Sewataro Article ATM 2022 (4985 : Discuss potential ATM SB articles)

IDENTIFY IMPROVEMENTS

- Obtain Objective Analysis
- Improve Amenities to Residents



9

IDENTIFY IMPROVEMENTS

Don't we - shouldn't we - want to know best recommendations to maximize an \$11 million investment?

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SCOPE

A *prospective* view:

To see if the Town will vote to raise and appropriate, or to transfer from available funds, \$40,000, or any other sum, from Free Cash or other available funds, to be expended under the direction of the Director of Planning and Community Development, for the purpose of hiring an independent land use consultant to study, evaluate, and expand the options for the short-term and long-term uses for the Sewataro property. This study will be performed either in addition to, or as an extension of, a Town-Wide Open Space and Recreation Plan. The consultant's evaluation and report shall include new and prior information regarding the financial operating costs and revenues attributed to the site, the identification of uses that could increase the number and diversity of users of the site, the identification of potential additional uses (either off-season or concurrent with the camp season), capital costs and funding sources for alternative or additional uses on a one-time or phased basis, and costs for increased town responsibility of the site. The consultant shall prepare a written report of their findings and conclusions for the Town to use for its future decisions regarding the use of the Sewataro property for the benefit of Town residents.

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A LONG-TERM VIEW

Select Board should take a long-term view of the Sewataro property.

"In the long run we are all dead." - John Maynard Keynes

We should not burden future Select Boards and citizens with planning from scratch in the event that no camp operator bids on an RFP, as has been raised as an issue by current Select Board members.

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ARTICLE 33. ACCEPT M.G.L. c. 44, s.55C - SUDBURY AFFORDABLE HOUSING TRUST

To see if the Town will vote to accept Massachusetts General Law Chapter 44, Section 55C, establishing a municipal affordable housing trust fund, or act on anything relative thereto.

Submitted by the Board of Selectmen.

(Majority vote required)

BOARD OF SELECTMEN REPORT: In January 2005, the state legislature passed legislation allowing the creation of municipal housing trusts, which are a vehicle for cities and towns to better plan for, fund and develop affordable housing to benefit low and moderate income households. This new mechanism addresses the statewide issue of housing production, but more importantly, gives cities and towns greater control and flexibility in creating housing that is right for each community. The legislation requires a majority vote of the Annual Town Meeting to accept the statute, and the appointment of a Board of Trustees. The Chief Executive Officer of the Town must be a Trustee, along with at least four other members. The Board is a governmental body and operates under many of the same laws as other Town boards and committees, including Open Meeting Law requirements, public records law and procurement. The powers and duties of the Board allow them to buy and sell real estate, borrow and lend money, develop property, hold affordable housing restrictions on property and accept contributions and gifts of cash and property. In addition, the Trust can develop programs such as for first-time homebuyers, housing rehabilitation, or emergency repair programs. The Trust would be able to accept the 10% minimum allocation of CPA funds each year (if the CPC recommended and Town Meeting voted such appropriation), and then could use those funds to create and preserve affordable housing with no further town meeting vote. The Trust could also accept other contributions for affordable housing, such as the Frost Farm revenue fund, HOME funds, or other money collected if or when the Town passes an Inclusionary Zoning Bylaw.

The duties envisioned for a local municipal housing trust are:

- ◆ Implementation of the 2005 Housing Plan, i.e., creating affordable housing in Sudbury.
- ◆ The Trust would become the local monitoring agent for affordable housing that is built in Sudbury. Local monitoring will ensure that affordable units created in Sudbury remain affordable. It has been found that such housing restrictions that are not regularly monitored tend to lapse and can potentially allow affordable housing to become market rate units. As our inventory of 40B units increases, monitoring the resale of these units will be important.
- ◆ The Trust would also monitor the expiring use of the Longfellow Glen units. The HUD mortgage is due in 2014, and the the affordable restrictions will be in jeopardy. The Trust could formulate a plan to keep those rental units in the Town's subsidized housing inventory.
- ◆ The Trust can actively look for parcels to purchase for development of affordable housing.

The Trust will focus solely on affordable housing development and preservation. It will not be a policy maker, but will implement the recommendations in the Housing Plan. Ideas will continue to be generated by the Community Housing Committee, the Board of Selectmen, the Sudbury Housing Authority, the Planning Board and other housing advocacy groups.

The Board of Selectmen and the Planning Board support the creation of this trust fund. It will give greater local control over the development of affordable housing in Sudbury and is a pro-active step in progress toward the goals of creating diverse housing for people of all income levels.

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

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SUDBURY HOUSING TRUST

THIS DECLARATION OF TRUST is executed as of the fifteenth (15th) day of February, 2007 by Lawrence W. O'Brien, member of the Board of Selectmen; Michael C. Fee, Chairman of the Planning Board; Amy Lepak, Chairman, Community Housing Committee; and Christopher Morely and Tara L. N. Reed, Co- Chairmen of the Community Preservation Committee, hereinafter called the Temporary Trustees, who shall serve in such capacity pursuant to the provisions of M.G.L. Chapter 44, s 55C until the permanent Trustees are appointed pursuant to Article IV hereunder.

WHEREAS, The Town Meeting of Sudbury has authorized the establishment of a Housing Trust pursuant to the provisions of M.G.L. Chapter 44, s 55C; and

WHEREAS, An Interim Trust was established on October 17, 2006 to provide an interim mechanism for collecting funds and paying for expenses in accordance with the purpose and intent of the enabling legislation pending the adoption of final Trust documents; and

WHEREAS, It is the intention of the Trustees, to establish a comprehensive trust in accordance with the provisions of M.G.L. Chapter 44, s 55C authorizing the establishment of thereof; and

WHEREAS, All monies received by the Interim Trust shall be transferred to this final Trust for all purposes relevant to the Trust and the entire Housing Trust Fund (the Fund) shall be considered available for the purposes of accomplishing the mission of providing for the preservation and creation of affordable housing in the Town of Sudbury for the benefit of low and moderate income households.

THEREFORE, in consideration of the agreements contained in this Trust, and the requirements of M.G.L. Chapter 44, s 55C, the Trustees hereby acknowledge and agree for themselves and their successors in trust to hold the same, together with such other property and funds as may be added thereto, for the purposes hereof in trust for the benefit of all of the Inhabitants of the Town of Sudbury, in the manner and under the terms and conditions set forth herein.

ARTICLE I TRUSTEES

The Trustees shall be appointed in accordance with Article IV hereof to replace the Temporary Trustees established and appointed in the first paragraph of this document.

ARTICLE II PURPOSE OF TRUST^[rm1]

The purpose of the Trust shall be to provide for the preservation and creation of ^[rm2]affordable housing as defined in and accordance with provisions of Chapter 44B, Community Preservation (Affordable Housing is defined term) in the Town of Sudbury for the benefit of low and moderate income households.

From the Housing Trust Web Page: The Trust implements the recommendations set forth in the Sudbury Community Housing Plan to the purpose of aiding the Town of Sudbury, private enterprises and non-profit organizations, and other public agencies in the speedy and orderly acquisition, rehabilitation, renovation, construction, financing or refinancing of property within the Town of Sudbury so that such property will be substantially available as residential property for low and moderate income persons and to further provide mechanisms to ensure such use.^[rm3]

The Trustees shall have the following powers which shall be carried out in accordance with and in furtherance of the provisions of M.G.L. Chapter 44, s SSC (Municipal

'RETURN TO:-'-----

Office of Town Counsel
TOWN OF SUDBURY
278 Old Sudbury Road
Sudbury, MA 01776

Affordable Housing Trust Fund) as outlined below except that it shall have no ability to borrow money, or mortgage or pledge Trust Assets, purchase, sell, lease, exchange, transfer or convey any interest in real property without prior approval of the Sudbury Board of Selectmen;[rm5]

- 1) to accept and receive real property, personal property or money, by gift, grant, contributions, devise, or transfer from any person, firm, corporation or other public entity or organization or tendered to the Trust in connection with provisions of any ordinance or by-law or any General Law or Special Act of the Commonwealth or any other source including money from M.G.L Chapter 44B [rm6] (Community Preservation);
- 2) with Board of Selectmen approval from Trustee recommendation [rm7], to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to ~~Trust property~~ Trust Assets as the Trustees deem advisable notwithstanding the length of any such lease or contract;
- 3) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Trustees engage for the accomplishment of the purposes of the Trust;
- 4) with Board of Selectmen approval from Trustee recommendation [rm8], to borrow money on such terms and conditions and from such sources as the Trustees deem advisable, to mortgage and pledge Trust assets as collateral; to the extent of the Trust's assets, and subject to 2/3 vote at any Annual or Special Town Meeting for greater than the extent of the Trust's assets.
- 5) to construct, manage or improve real property; [rm9] and to abandon any real property which the Trustees determine not to be worth retaining;
- 6) with Board of Selectmen approval from Trustee recommendation [rm10], to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
- 7) to hold all or part of the ~~Trust property~~ Trust Assets uninvested for such purposes and for such time as the Trustees may deem appropriate [rm11]; and
- 8) to become the lottery and monitoring agent for affordable housing and accept compensation for those services into the Fund [rm12],
- 9) to monitor the expiring use of any affordable housing in Sudbury; [rm13]
- 10) to compensate Town employees for services provided as authorized by the Town Manager, including but not limited to dedicated staff to Trustees, engineering support for project specific activities, and other Town services, as requested by the Trustees to the Town Manager; [rm14]
- 11) to employ [rm15] advisors and agents, including but not limited to accountants, appraisers and lawyers as the Trustees deem necessary;

- 12) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Trustees deem advisable^[rm16];
- 13) to participate or join or form a partnership, corporation or any' other legally organized entity to accomplish the purposes of this Trust and to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation, and any other corporation, person or entity,
- 14) to apportion receipts and charges between incomes and principal as the Trustees deem advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;^[rm17]
- 15) to deposit any security with any protective reorganization committee^[rm18], and to delegate to such committee such powers and authority with relation thereto as the Trustees may deem proper and to pay, out of ~~Trust property~~ Trust Assets, such portion of expenses and compensation of such committee as the Trustees may deem necessary and appropriate;^[rm19]
- 16) to carry property for accounting purposes other than acquisition date values;
- 17) to make distributions or divisions of principal in kind;
- 18) to extend the time for payment of any obligation to the Trust,
- 19) to establish criteria and/or qualifications for recipients and expenditures in accordance with Trust's stated purposes;^[rm20]
- 20) to compromise, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the Trustees may deem appropriate;

20)21) Sections (e thru j) of general law defining the relationship of the Trust to the Town have been omitted. Why?

Notwithstanding anything to the contrary herein, Board of Selectmen approval shall be required for any of the following actions:

- a) to purchase real or personal property;
- a) to sell", lease, exchange, transfer or convey any personal, mixed, or real property; and
- b) to borrow money, or to mortgage or pledge Trust Aassets as collateral to the extent of the Trust's assets.

Notwithstanding anything to the contrary herein, the ~~Trustees may~~ Trustees may not borrow, mortgage or pledge greater than the current Trust Aassets unless approved by the Board of Selectmen and by a 2/3 vote at any Annual or Special Town Meeting.^[rm21]

The Trustees shall have full power and authority, at any time and from time to time and without the necessity of applying to any court for leave to do so, to expend the 100% of the Trust funds, both principal and interest, to the extent that all funds hereunder may be expended if the Trustees deem such expenditure appropriate. All expenditures shall be made in conformance with the terms of this Trust and M.G.L. Chapter 44, s 55C^[rm22].

ARTICLE IV APPOINTMENT AND TENURE OF TRUSTEES

There shall be a Board of Trustees consisting of not less than five and not more than nine Trustees appointed by the Board of Selectmen. At least one of the Trustees shall be a member of the Board of Selectmen, who shall serve as the representative of the Board of Selectmen.^[rm23]

The Trustees shall be appointed for a two (2) year term, such term to end on April 30 of the expiration year or until such time as a successor is appointed, should said appointment be delayed. Two of the initial Trustee appointments shall be for a term of one (1) year, and may be re-appointed at the discretion of the Board of Selectmen. Trustees may be appointed for no more than five (5) consecutive terms.

In the event of a vacancy in the position of Trustee, the appointment shall be made in the same manner as the original appointment.

All Trustees must be current residents of Sudbury upon initial appointment. Any Trustee who ceases to be a resident of the Town of Sudbury shall promptly provide a written notification of the change in residence to the Trust and to the Town Clerk. Said Trustee may continue to serve with the approval of the remaining Trustees, and may be reappointed by the Board of Selectmen.

Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk. If a Trustee shall die, resign, or for any other reason cease to be a Trustee hereunder before his/her term of office expires, a successor shall be appointed by the Board of Selectmen to fill such vacancy provided that in each case the said appointment and acceptance in writing by the Trustee so appointed is filed with the Town Clerk. No such appointment shall be required so long as there are five (5) Trustees in office. Upon the appointment of any succeeding Trustee and the filing of such appointment the title to the Trust estate shall thereupon and without the necessity of any conveyance be vested in such succeeding Trustee jointly with the remaining Trustees.

ARTICLE V MEETINGS OF THE TRUSTEES

The Trust shall meet at least quarterly at such time and such place as the Trustees shall determine. Special meetings may be called by the Chairperson or by any two (2) Trustees. Notice of any meeting of the Trust shall be filed with the Town Clerk and posted in accordance with the Open Meeting Law, M.G.L. Chapter 39, s 23A, 238 and 23C.

A quorum of the Board of Trustees shall be the majority of the number of authorized Trustees.

The Trustees shall annually elect one (1) Trustee who shall not be a member of the Board of Selectmen to serve as Chairperson.^[rm24] The Chairperson may establish sub-committees^[rm25]

and/or ad hoc task related committees to carry out the purposes of the Trust. Chairpersons of the sub-committees may be selected by the members of the sub-committees.

If any Trustee is absent from five (5) consecutive regularly scheduled meetings of the Trust, except in the case of illness, his position shall be deemed vacant and shall be filled with a new appointment as set forth above.

ARTICLE VI ACTS OF TRUSTEES

A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees. [rm26] No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the [Trust Estate][rm27].

No mention of Trustees responsibility for formal activity reporting to Town, Select Board, Town Manager, etc.

ARTICLE VII . TREASURER/COLLECTOR AS CUSTODIAN

The Town of Sudbury Treasurer/Collector shall be the custodian of the Trust's funds and shall maintain separate accounts and records for said funds.

He or she shall invest the funds in the manner authorized by M.G.L Chapter 44, s 55 (Public Funds on Deposit; Limitations; Investments,) s 55A, (Liability of Depositor for Losses Due to Bankruptcy), s 55B (Investment of Public Funds).

Any income or proceeds received from the investment of funds shall be credited to and become part of the Trust.

Expenditures by the Trust shall be processed through the warrant but shall be controlled by the provisions of M.G.L. Chapter 44, s.55C. The yearly approved budget, and any approved budget revisions will be recorded by the Town Treasurer/Collector.

As custodian, the Treasurer/Collector shall issue checks as directed by the Trustees.

In accordance with M.G.L. Chapter 44, s.55C (Municipal Affordable Housing Trust Fund), the books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The Trust shall be audited as part of the Town audit.[rm28]

ARTICLE VIII DURATION OF THE TRUST

This Trust shall continue so long as authorized under the Laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, The trust may be terminated by a majority vote of the Town Meeting in accordance with M.G.L. Chapter 4, s 4B, provided that an instrument of termination together with a certified copy of the Town Meeting vote are duly recorded with the Middlesex South District Registry of Deeds and the Land Court. Upon termination of the Trust, subject to the payment of or making provisions for the payment of all obligations' and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Board of Selectmen for affordable housing purposes. In making any such distribution, the Trustees may, subject to the approval of the Board of Selectmen, sell all or any portion of the ~~Trust-~~ property Trust Assets and distribute the net proceeds thereof or they may distribute any of the assets in kind.

The powers of the Trustees shall continue until the affairs of the Trust are concluded.

ARTICLE IX CONSTRUCTION OF TERMS

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies, trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. All the powers and provisions of the Trust herein_ contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

Reference to the Trustee shall mean the Trustee or Trustees for the time being hereunder.

ARTICLE X RECORDING

This Declaration of Trust shall be recorded with the Middlesex South District Registry of Deeds and the Land Court. .

ARTICLE XI AMENDMENTS

The Declaration of Trust may be amended from time to time except as to those provisions specifically required under M.G.L. Chapter 44, s SC, by an instrument in writing signed by all of the Trustees and approved at a meeting called for that purpose, and approved by the Board of Selectmen provided that in each case, a certificate of amendment has been recorded with the Middlesex South District Registry of Deeds and the Land Court.

ARTICLE XII RECORD TO BE CONCLUSIVE, CERTIFICATE AS TO FACTS

Every contract, deed, mortgage, lease and other instrument executed by a majority of the Trustees as appears from instruments or certificates recorded with the Registry of Deeds and Land Registration Office to be Trustees hereunder shall be conclusive evidence in favor of any person relying thereon or claiming thereunder, that at the time of the delivery thereof this Trust was in full force and effect and that the execution and delivery of such instrument was duly authorized by the Trustees except that instruments of amendment pursuant to Article XI and an instrument of termination pursuant to Article VIII hereof shall be conclusive only if it appears that the delegations, amendments or

termination have been executed by all of the Trustees. Any person dealing with the ~~Trust~~
~~property~~Trust Assets or the Trustees may always rely on a certificate signed by any
person appearing from instruments or certificates so recorded to be Trustee hereunder as to
the identity of the then current Trustees or as to the existence or non-existence of any fact
or facts which constitute conditions precedent to acts by the Trustees or in any other
manner germane to the affairs of the Trust.

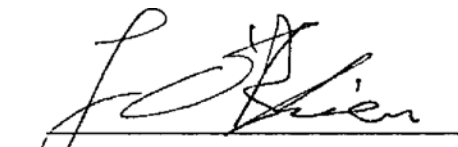
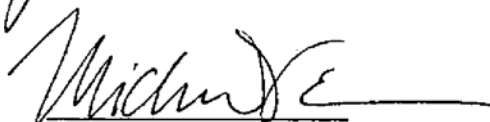
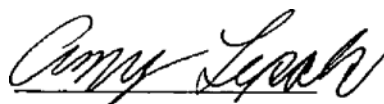
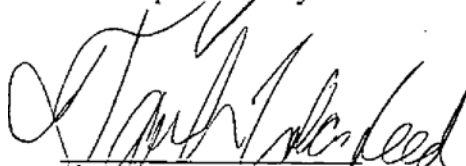
ARTICLE XIII TERMINATION OF INTERIM TRUST

The Interim Trust is hereby terminated and all assets and liabilities shall be transferred to
the Trustees hereunder pursuant to the vote of the April 2006 vote of the Sudbury Annual
Town Meeting and M.G.L. Chapter 44, s SSC.

ARTICLE XIV TITLES

The titles to the various Articles herein are for convenience only and are not to be
considered part of said Articles nor shall they affect the meaning or the language of any
such article.

IN WITNESS WHEREOF the said Trustees have hereunto set their hands and seals on the day and year first hereinabove set forth.

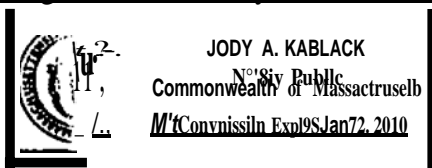

Lawrence W. O'Brien
Michael C. Fee
Amy Lepak
Christopher Morely
Tara L. N. Reed

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

Idru IS, 2001

On this 5-1 day of tl; Yl, l, 2007, before me, the undersigned notary public, personally appeared the above-named Lawrence W. O'Brien, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me, that he signed it voluntarily for its stated purpose.



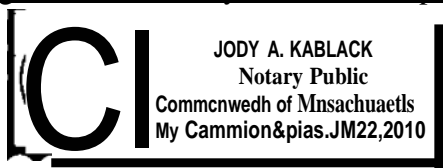
Jody A. Kablack
Jody A. Kablack, Notary Public
My commission expires January 22, 2010

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

kby IS, 2001

On this Sti- day of V\ - - -, 2007, before me, the undersigned notary public, personally appeared the above-named Michael C. Fee, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



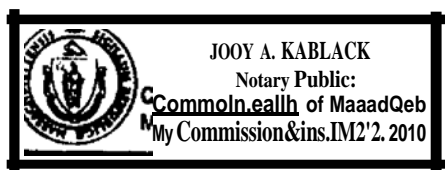
Jody A. Kablack
Jody A. Kablack, Notary Public
My commission expires January 22, 2010

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

&41/S, 2007

On this 5-1 day of _____, 2007, before me, the undersigned notary public, personally appeared the above-named Amy Lepak, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Jody A. Kablack
Jody A. Kablack, Notary Public
My commission expires January 22, 2010

Attachment9.d: SHT document 2.15.07_redline (4985 : Discuss potential ATM SB articles)

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

/s/ hJ'1-< JS, 2007

On **this** day of /t.,b, 2007, before me, the undersigned notary public, personally appeared the above-named Christopher Morely, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed the same for the purpose.

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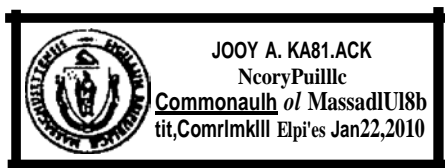
My commission expires January 22, 2010

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

rdJ vt.L /!(, 2007

On this L'it--day of &JJ, 2007, before me, the undersigned notary public, personally appeared the med Tara L. N. Reed, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Jody A. Kablack
 Jody A. Kablack, Notary Public
 My commission expires January 22, 2010

RETURN TO:
Office of Town Counsel
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

9.d

SUDBURY HOUSING TRUST
AMENDMENT

The Sudbury Housing Trust Declaration of Trust executed February 15, 2007 and recorded in the Middlesex South District Registry of Deeds March 8, 2007 at Book 49096, Page 353 is hereby amended by inserting a new paragraph in Art. IV. Appointment and Tenure of Trustees, following paragraph 3 of that Article, to read as follows:

A Certificate of Appointment of Trustees shall only be required to be filed at the Registry of Deeds where there is an actual change in the Trustee(s). Any person or entity dealing with the Trust shall be entitled to rely upon the identity of the Trustees set forth at the Middlesex Registry of Deeds from time to time.

IN WITNESS WHEREOF the said Trustees have hereunto set their hands and seals this _ _ _ day of December, 20

1111'11111110

Bk: 69561 Pg: 345 Doc: AMEND
Page: 1 of 1 07/20/2012 11:13 AM

Peter Abair

Michael Buomconti

Peter Crowe

Joel Guillemette

Daniel Hewett

Andrea Kave

Yidia Pasnusz

Lawrence E. O'Brien

Attachment9.d: SHT document 2.15.07_redline (4985 : Discuss potential ATM SB articles)

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2017 00137644
Bk: 69837 Pg: 157 Doc: AMEND
Page: 1 of 2 08/28/2017 11:44 AM

SUDBURY HOUSING TRUST
AMENDMENT,,,

The Sudbury Housing Trust Declaration of Trust executed February 15, 2007 and recorded in the Middlesex South District Registry of Deeds March 8, 2007 at Book 49096, Page 353, **ru**; amended, is hereby further amended by striking the last sentence in the second paragraph of Article N Appointment and Tenure of Trustees. The second paragraph of Article IV shall hereby read as follows:

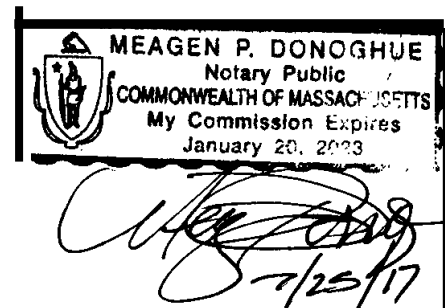
The Trustees shall be appointed for a two (2) year term, such term to end on April 30 of the expiration year or until such time as a successor is appointed, should said appointment be delayed. Two of the initial Trustee appointments shall be for a term of one (1) year, and may be re-appointed at the discretion of the Board of Selectmen.

IN WITNESS WHEREOF the said Trustees have hereunto set their hands and seals this **J:2** day of **JQt(.)**, 2017.

Kelley Cronin
Cynthia Howe
Susan Iuliano

Andrew Kaye
Robert Morrison

Jay Zach



Attachment9.d: SHT document 2.15.07_redline (4985 : Discuss potential ATM SB articles)

COMMONWEALTH OF MASSACHUSETTS

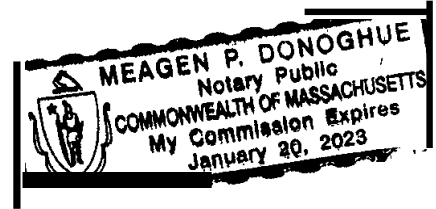
COUNTY OF 10.1?JMISC.1 , ss.

Jul:1 1!R , 2011

On this 26 day of July, 2017, before me, the undersigned notary public, personally appeared ~~KEVIN CRONIN, CYNTHIA HOWE, SUSAN LUMLEY, ANDREW KAYE, ROBERT MARRISON, LINDA S. S. GREECE, JAY ZACHARIAH~~, proved to me through satisfactory evidence of identification, which were ACKNOWLEDGED, to be the person whose name ~~is~~ signed on the preceding document, as ATTORNEYS of the SUDANX HOUSING TRUST and acknowledged to me that ~~he/she~~ THEY signed it voluntarily for its stated purpose.

G. ib J--
Fmmt .

My Commission Expires:



SUDBURY HOUSING TRUST AMENDMENT

The Sudbury Housing Trust Declaration of Trust executed February 15, 2007 and recorded in the Middlesex South District Registry of Deeds in Book 49096, Page 33, as amended, on April 4, 2012 and recorded in said Registry in Book 59561, Page 345, and further amended on June 22, 2017 and recorded in said Registry in Book 69837, Page 157 is hereby further amended by deleting the second paragraph of Article IV and replacing it with the following:

"The Trustees shall be appointed for a two (2) year term, such term to end on May 31 of the expiration year or until such time as a successor is appointed, should said appointment be delayed. Two of the initial Trustee appointments shall be for a term of one (1) year, and may be re-appointed at the discretion of the Board of Selectmen. In the event that a majority of the Trustees' terms shall expire simultaneously, a sufficient number of Trustees may be appointed or reappointed for a term of one (1) year so as to maintain staggered terms among the Trustees."

IN WITNESS WHEREOF the said Trustees have hereunto set their hands and seals this
5 Tu_ day of Oct D, 2020.

2020 00252978
 Bk: 76587 Pg: 425 Doc: AMEND
 Page: 1 of 2 12/30/2020 03:12 PM

 Kelley Cronin

 C & m

 2J;fuowe

 ff @ / AJ

Robert Hummel



 Zany/tt

 Scotti

Attachment9.d: SHT document 2.15.07_redline (4985 : Discuss potential ATM SB articles)

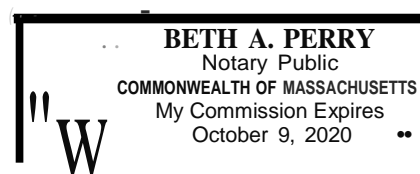
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 5th day of October, 2020, before me, the undersigned notary public, personally appeared Kelley Cronin, Janie Dretler, Carmine Gentile, Cynthia Howe, Robert Hummel, John Riordan, and Susan Scotti, the Trustees of the Sudbury Housing Trust, proved to me through satisfactory evidence of identification, to wit, personal knowledge to be the signers of the foregoing document, and acknowledged to me that they signed same voluntarily for its stated purpose who proved to me through satisfactory evidence of identification, to wit, personal knowledge, to be the signers of the foregoing document, and acknowledged to me that they signed same voluntarily for its stated purpose.

Notary Public
My commission expires:

Q. 9



Golden, Patricia

From: Dretler, Janie
Sent: Tuesday, July 6, 2021 12:44 PM
To: Silverstein, Jonathan M.
Cc: Duchesneau, Adam; Hayes, Henry; Roberts, Jennifer
Subject: Re: Comments on Sudbury Housing Trust--Final w/ Amendments

Jonathan,

Thank you. The next SHT meeting is this Thursday, July 8 at 8a so hopefully Lee will be able to provide some clarity prior to then, at the very least my question about a select members role on the SHT.

Best,

Janie Dretler
 Sudbury Select Board

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

From: Jonathan Silverstein <JSilverstein@k-plaw.com>
Sent: Tuesday, July 6, 2021 11:58:52 AM
To: Dretler, Janie
Cc: Duchesneau, Adam; Hayes, Henry; Roberts, Jennifer
Subject: RE: Comments on Sudbury Housing Trust--Final w/ Amendments

Janie,

My apologies for the delay. I know that Lee is working on a response to these questions and intends to get it out today.

Best,

Jonathan

Jonathan M. Silverstein
 KP | LAW
 101 Arch Street, 12th Floor
 Boston, MA 02110
 O: (617) 654 1729
 C: (617) 281 6913
jsilverstein@k-plaw.com
www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

From: Dretler, Janie <DretlerJ@sudbury.ma.us>
Sent: Wednesday, June 30, 2021 4:49 PM
To: Jonathan Silverstein <JSilverstein@k-plaw.com>

Attachment9.e: Email_Housing_Trust (4985 : Discuss potential ATM SB articles)

Cc: Duchesneau, Adam <DuchesneauA@sudbury.ma.us>; Hayes, Henry <HayesH@sudbury.ma.us>; Roberts, Jennifer <RobertsJ@sudbury.ma.us>

Subject: Re: Comments on Sudbury Housing Trust--Final w/ Amendments

Hi Jonathan,

I'm following up on this email. Would you be able to respond by Friday? Thank you.

Janie Dretler
Sudbury Select Board

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

From: Dretler, Janie
Sent: Friday, June 25, 2021 8:29 PM
To: Silverstein, Jonathan M.
Cc: Duchesneau, Adam; Hayes, Henry; Roberts, Jennifer
Subject: Fw: Comments on Sudbury Housing Trust--Final w/ Amendments

Hello Jonathan,

I received the below email from a resident inquiring about the Sudbury Housing Trust document. It appears that there has been conversation about the Trust document terms. Henry may have more information about the inquiry since you will see from the below email that the initial discussion was held during a Town Manager office hour. I am writing to learn if the Trust document needs to be reviewed and/or updated.

Also, the Sudbury Housing Trust is currently evaluating a potential opportunity to purchase land in Sudbury for affordable housing. I serve as a Trustee for the SHT as a representative of the Select Board. I would like to better understand my role on the SHT as a Select Board member. Am I able to participate in a matter as a SHT member that may come to the Select Board for approval in the future?

"At least one of the Trustees shall be a member of the Board of Selectmen, who shall serve as the representative of the Board of Selectmen."

Please let me know if you have questions for me. Thank you for your attention to this matter. I've copied Henry and Jen as well as Adam Duchesneau as he provides support to the SHT.

Best regards,

Janie Dretler
Sudbury Select Board

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

Attachment9.e: Email_Housing_Trust (4985 : Discuss potential ATM SB articles)

----- Forwarded message -----

From: **ROBERT MAY** <robert.may3@comcast.net>

Date: Thu, Jun 24, 2021 at 9:58 PM

Subject: Comments on Sudbury Housing Trust--Final w/ Amendments

To: Janie Dretler

Janie,

I hope your family has gotten through the Virus issues and are all well.

I put these comments of mine together regarding the Housing Trust Document as a result of joining in with Henry and Pat Brown two weeks ago during Henry's "office hours". Pat suggested that she was confused as to the various responsibilities of the Housing Trust. Her current major interest has something to do with the "Boy Scout Property".

So I just proceeded to do my own reading of the Trust document. My comments are all shown. I come away feeling that the document could be clearer in a number of ways and perhaps sharpening it up could make everyone more effective.

Regards

Bob May

----- Original Message -----

From: ROBERT MAY <robert.may3@comcast.net>

To: Henry Hayes <hayesh@sudbury.ma.us>, Pat Brown <patbrownian@me.com>

Date: 06/14/2021 7:18 AM

Subject: Comments on Sudbury Housing Trust--Final w/ Amendments

To Henry and Pat,

I have attached my comments on the "Final" as amended version of the Housing Trust documents. For purposes of adding comments I converted the .pdf file to a word document and in that process some of the amendments came across garbled. I do not think this mechanical issue has any material impact on my comments.

In the process of creating my comments I did refer to the Housing Authority web page, General Laws 44 and 44B, and the Housing Trust web page. These all touch on the topic of housing for low and middle income residents of Sudbury. I also read the most recent FY19 financial audit of the Trust.

As a former member of the Masterplan Steering Committee I appreciate how important Affordable Housing is to the town, now and in the future.

I make these comments only as a concerned citizen with an eye to adding clarity not in any way do they reflect on how the Trust has performed in its role.

Upon your review I am glad to discuss further and provide any further research or added structure to help in any direction you wish to go.

I hope this helps in any next steps.

Regards
Bob May

Attachment9.e: Email_Housing_Trust (4985 : Discuss potential ATM SB articles)

July 7, 2021

Hon. Jennifer S. Roberts and
 Members of the Select Board
 Flynn Building
 278 Old Sudbury Road
 Sudbury, MA 01776

Lee S. Smith
lsmith@k-plaw.com

Re: Sudbury Housing Trust; Powers of Trustees

Dear Members of the Select Board:

As you requested, I have reviewed the Declaration of Trust of the Sudbury Housing Trust and the amendments thereto, as well as G.L. c. 44, s. 55C, the Municipal Affordable Housing Trust Fund statute (the "Statute").

At the 2006 Annual Town Meeting, the Town voted affirmatively on Article 33 to accept G.L. c. 44, s. 55C establishing a municipal affordable housing trust fund. The Sudbury Housing Trust was created by Declaration of Trust dated as of February 15, 2007, recorded in the Middlesex South Registry of Deeds in Book 49096, Page 353. Amendments thereto regarding the timing and staggering of terms of the Trustees were recorded in Book 69837, Page 157 and Book 76587, Page 425.

Section (c) of the Statute enumerates the powers of the board of trustees and further provides that a town may, by by-law, "omit or modify any of these powers and may grant to the board additional powers consistent with this section". The Town has not adopted a by-law for the Housing Trust.

In my opinion, the Declaration of Trust includes limitations on stated powers of the board of trustees that are not included in the Statute. Because the Town has not adopted a by-law omitting or modifying the statutory powers of the trustees, the powers or limitations thereof in the Declaration of Trust that are not enumerated in the Statute are unenforceable.

More specifically, the Statute does not include the authority to require prior Select Board approval before the Trustees may act. The following sections of Article III of the Declaration of Trust (Powers of Trustees) include such limitations on the Trustees' powers:

(Preamble) The Trustees "...shall have no ability to borrow money, or mortgage or pledge Trust assets, purchase, sell, lease, exchange, transfer or convey any interest in real property without prior approval of the Sudbury Board of Selectmen".

(Section 2) "with Board of Selectmen approval from Trustee recommendation" selling, leasing, exchanging, transferring or conveying personal, mixed or real property and entering into contracts for Trust property.

(Section 4) "with Board of Selectmen approval from Trustee recommendation", borrowing money and mortgaging and pledging Trust assets as collateral; and the requirement of 2/3 vote of Town Meeting to borrow in excess of the Trust's assets.

Hon. Hon. Jennifer S. Roberts and
Members of the Select Board
July 7, 2021
Page 2

(Section 6) “with Board of Selectmen approval from Trustee recommendation”, purchasing and retaining real or personal property, including investments.

(Unnumbered Section) “Notwithstanding anything to the contrary herein, Board of Selectmen approval shall be required for any of the following actions:

- (a) to purchase real or personal property;
- (b) to sell, lease, exchange, transfer or convey any personal, mixed, or real property; and
- (c) to borrow money, or to mortgage or pledge Trust assets as collateral to the extent of the Trust’s assets.

Notwithstanding anything to the contrary herein, the Trustees may not borrow, mortgage or pledge greater than the current Trust assets unless approved by the Board of Selectmen and by a 2/3 vote at any Annual or Special Town Meeting.”

The Town Meeting approval requirement for borrowing, mortgaging or pledging more than current Trust assets is also not included in the Statute.

Note further that pursuant to the Statute, Community Preservation Act (G.L. c. 44B) funds are required to be used exclusively for community housing and must be accounted for separately. Further, each year, all such funds must be reported to the Community Preservation Committee for inclusion in the community preservation initiatives report on Form CP-3 to the Massachusetts Department of Revenue. (See G.L. c. 44, s. 55C (c)(1)). These requirements must be followed even if not set forth in the Declaration of Trust.

In my opinion, the requirement of Select Board approval before the Trustees may exercise the above-referenced powers is unenforceable, as is the requirement of Town Meeting approval for borrowing, mortgaging or pledging more than current Trust assets. Such requirements would be permissible, however, if set forth in a by-law approved by Town Meeting. In my further opinion, the Trustees of the Housing Trust have the authority pursuant to the Statute to exercise these enumerated powers and those set forth in the Statute without the prior approval of the Select Board or Town Meeting.

Please let me know if I can be of further assistance.

Very truly yours,



Lee S. Smith

LSS/caa

#771026/SUDB/0001

The 192nd General Court of the Commonwealth of Massachusetts

General Laws

Section 55C: Municipal Affordable Housing Trust Fund

Section 55C. (a) Notwithstanding section 53 or any other general or special law to the contrary, a city or town that accepts this section may establish a trust to be known as the Municipal Affordable Housing Trust Fund, in this section called the trust. The purpose of the trust is to provide for the creation and preservation of affordable housing in municipalities for the benefit of low and moderate income households and for the funding of community housing, as defined in and in accordance with the provisions of chapter 44B. Acceptance shall be by majority vote of the municipal legislative body under section 4 of chapter 4.

(b) There shall be a board of trustees, in this section called the board, which shall include no less than 5 trustees, including the chief executive officer, as defined by section 7 of chapter 4, of the city or town, but where the chief executive officer is a multi-member body, that body shall designate a minimum of 1 of its members to serve on the board. Trustees shall be appointed in a city by the mayor or by the city manager in a Plan D or Plan E municipality, subject in either case, to confirmation by the city council, and in a town by the board of selectmen, shall serve for a term not to exceed 2 years, and are designated as public agents for purposes of the constitution of the commonwealth. Nothing in this subsection shall prevent a board of selectmen from appointing the town manager or town administrator as a member or chair of the board, with or without the power to vote.

(c) The powers of the board, all of which shall be carried on in furtherance of the purposes set forth in this act, shall include the following powers, but a city or town may, by ordinance or by-law, omit or modify any of these powers and may grant to the board additional powers consistent with this section:—

(1) to accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the trust in connection with any ordinance or by-law or any general or special law or any other source, including money from chapter 44B; provided, however, that any such money received from chapter 44B shall be used exclusively for community housing and shall remain subject to all the rules, regulations and limitations of that chapter when expended by the trust, and such funds shall be accounted for separately by the trust; and provided further, that at the end of each fiscal year, the trust shall ensure that all expenditures of funds received from said chapter 44B are reported to the community preservation committee of the city or town for inclusion in the community preservation initiatives report, form CP-3, to the department of revenue;

(2) to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;

(3) to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to trust property as the board deems advisable notwithstanding the length of any such lease or contract;

(4) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases, grant agreements and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the board engages for the accomplishment of the purposes of the trust;

(5) to employ advisors and agents, such as accountants, appraisers and lawyers as the board deems necessary;

(6) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the board deems advisable;

(7) to apportion receipts and charges between incomes and principal as the board deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;

(8) to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;

(9) to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the board may deem proper and to pay, out of trust property, such portion of expenses and compensation of such committee as the board may deem necessary and appropriate;

(10) to carry property for accounting purposes other than acquisition date values;

(11) to borrow money on such terms and conditions and from such sources as the board deems advisable, to mortgage and pledge trust assets as collateral;

(12) to make distributions or divisions of principal in kind;

(13) to comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the board may deem appropriate;

(14) to manage or improve real property; and to abandon any property which the board determined not to be worth retaining;

(15) to hold all or part of the trust property uninvested for such purposes and for such time as the board may deem appropriate; and

(16) to extend the time for payment of any obligation to the trust.

(d) Notwithstanding any general or special law to the contrary, all moneys paid to the trust in accordance with any zoning ordinance or by-law, exaction fee, or private contributions shall be paid directly into the trust and need not be appropriated or accepted and approved into the trust. General revenues appropriated into the trust become trust property and to be expended these funds need not be further appropriated. All moneys remaining in the trust at the end of any fiscal year, whether or not expended by the board within 1 year of the date they were appropriated into the trust, remain trust property.

(e) The trust is a public employer and the members of the board are public employees for purposes of chapter 258.

(f) The trust shall be deemed a municipal agency and the trustees special municipal employees, for purposes of chapter 268A.

(g) The trust is exempt from chapters 59 and 62, and from any other provisions concerning payment of taxes based upon or measured by property or income imposed by the commonwealth or any political subdivision thereof.

(h) The books and records of the trust shall be audited annually by an independent auditor in accordance with accepted accounting practices.

(i) The trust is a governmental body for purposes of sections 23A, 23B and 23C of chapter 39.

(j) The trust is a board of the city or town for purposes of chapter 30B and section 15A of chapter 40; but agreements and conveyances between the trust and agencies, boards, commissions, authorities, departments and public instrumentalities of the city or town shall be exempt from said chapter 30B.

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE # _____

Instructions:

- 1) The **ORIGINAL, DOUBLE SPACED, TYPEWRITTEN** article is to be submitted to the Selectmen's Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of vote signed by its clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article **must** be attached.
- 4) All monied articles must specify dollar amounts requested.
- 5) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE 1. HEAR REPORTS

To see if the Town will vote to hear, consider and accept the reports of the Town Boards, Commissions, Officers and Committees as printed in the 2020 Town Report or as otherwise presented; or act on anything relative thereto.

SUBMITTED BY: _____

APPROVED BY: _____
 Town Counsel

Attachment 9.h: Art. 1 Hear Reports (4985 : Discuss potential ATM SB articles)

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE # _____

Instructions:

- 1) The **ORIGINAL, DOUBLE SPACED, TYPEWRITTEN** article is to be submitted to the Selectmen's Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of vote signed by its clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article **must** be attached.
- 4) All monied articles must specify dollar amounts requested.
- 5) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE 2. FY21 BUDGET ADJUSTMENTS

To see if the Town will vote to amend the votes taken under Article 3, FY22 Budget, of the 2021 Annual Town Meeting, by adding to or deleting from line items thereunder, by transfer between or among accounts or by transfer from available funds; or act on anything relative thereto.

SELECT BOARD REPORT: This article will allow flexibility to review all accounts within the FY22 Operating Budget to make adjustments at the Annual Town Meeting as necessary.

SUBMITTED BY: _____

APPROVED BY: _____
 Town Counsel

Attachment9.i: Art. 2 Budget Adjustments (4985 : Discuss potential ATM SB articles)

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE # _____

Instructions:

- 1) The **ORIGINAL, DOUBLE SPACED, TYPEWRITTEN** article is to be submitted to the Selectmen's Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of vote signed by its clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article **must** be attached.
- 4) All monied articles must specify dollar amounts requested.
- 5) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE . FY23 STABILIZATION FUND*(Consent Calendar)*

To see if the Town will vote to transfer from Free Cash the sum of \$_____, or any other sum or sums, to be added to the Stabilization Fund established under Article 12, of the October 7, 1982 Special Town Meeting, pursuant to General Laws Chapter 40, Section 5B; or act on anything relative thereto.

SELECT BOARD REPORT: Based on the Select Board's Budget and Financial Policies, the Town's goal is to maintain in the Stabilization Fund an amount equal to 5% of the total projected general fund operating revenues for the last fiscal year. This Fund protects the Town in case of a severe emergency and is beneficial in supporting the Town's AAA bond ratings, which in turn results in lowering borrowing costs.

SUBMITTED BY: _____

_____	_____
_____	_____
_____	_____

APPROVED BY: _____

Town Counsel

Attachment9.j: Stabilization Fund (4985 : Discuss potential ATM SB articles)

Instructions:

- 1) The **ORIGINAL, DOUBLE SPACED, TYPEWRITTEN** article is to be submitted to the Selectmen's Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of vote signed by its clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article **must** be attached.
- 4) All monied articles must specify dollar amounts requested.
- 5) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE XX. STREET ACCEPTANCE – HUCKLEBERRY LANE

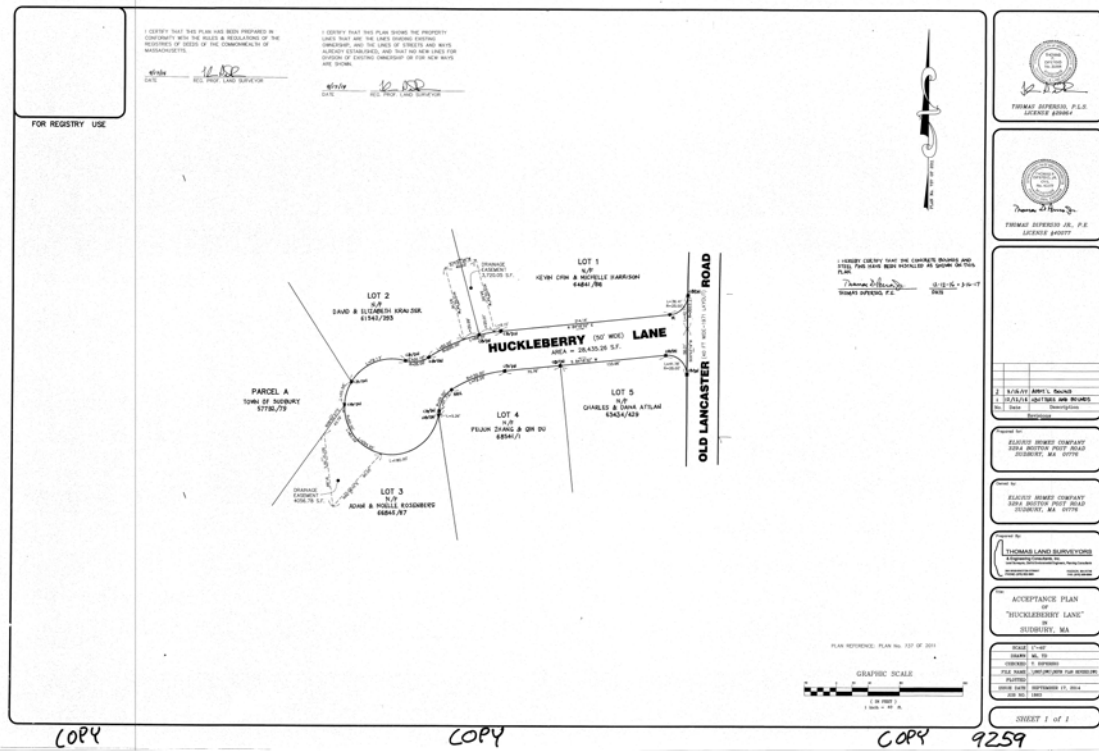
To see if the Town will vote to accept as a public way:

Huckleberry Lane from Old Lancaster Road to dead end, a distance of 453 feet +/- As laid out by the Select Board in accordance with the descriptions and plan entitled "Acceptance Plan of Huckleberry Lane in Sudbury, MA," prepared for Eligius Homes Company by Thomas Land Surveyors and Engineering Consultants, Inc., dated September 17, 2014 and twice revised on December 12, 2016 and March 16, 2017, on file in the Town Clerk's Office; and to authorize the Select Board to acquire by purchase, by gift, or by eminent domain, an easement or fee simple, over the ways shown on the said plans and any associated drainage, utility, or other easements for all purposes for which public ways are used in the Town of Sudbury; and to raise and appropriate or transfer from available funds a sum or sums of money therefor and all expenses in connection therewith; or act on anything relative thereto.

Submitted by the Select Board.

(Two-thirds vote required)

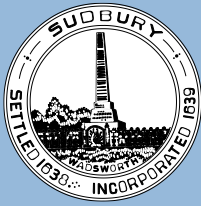
SELECT BOARD REPORT: Prior to Town Meeting the Select Board will hold a public meeting and receive a recommendation from the Planning Board relative to approval of the layout of this road. The Select Board will then report at Town Meeting.
If the above street is voted and accepted by Town Meeting as a public way, all future maintenance and repair of the roadway will be performed by the Town.



SUBMITTED BY: _____

APPROVED BY: _____
Town Counsel

Attachment 9.k: Street Acceptance - Huckleberry (4985 : Discuss potential ATM SB articles)



SUDBURY SELECT BOARD

Tuesday, January 4, 2022

MISCELLANEOUS (UNTIMED)**10: ARPA process and timeline discussion****REQUESTOR SECTION**

Date of request:

Requestor: Chair Roberts

Formal Title: American Rescue Plan Act (ARPA) process and timeline discussion and possible vote about engaging external consultant (~20 min.)

Recommendations/Suggested Motion/Vote: American Rescue Plan Act (ARPA) process and timeline discussion and possible vote about engaging external consultant (~20 min.)

Background Information:
attached from 12/13/21 meeting

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

01/04/2022 6:15 PM

Sudbury American Rescue Plan Act (ARPA) Project Decision Process moving forward as of 11/30/21 (Recap from Select Board meeting). Edited 12/10/21.

- All final ARPA project submission requests by 12/31.
- Town staff "cleans up" project list. This work can start now and after final submissions.
 - ✓ No deletions
 - ✓ Bucket into categories.
 - ✓ Show tally of requests where there are multiple for same concept.
 - ✓ To extent possible, make sure it is clear what projects are, descriptions, and dollar amounts (if included).
- 12/21: Select Board discussion with SPS on SPS requests.
- Cleaned-up list brought to Select Board to do high-level yes/no votes: Majority yes items advance on. Majority no items removed.
- Town staff reviews majority yes list and assesses for eligibility based on eligibility standards.
- Presumed eligible list brought to Select Board for further deliberation, clarification on outstanding questions, possible live discussions.
- Final Select Board decisions in consultation with Town Staff.

Parallel to process will be discussion about possible consultant/staff member to support process. Discussion to be held at Select Board meeting on 12/13.



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

December 9, 2021

Honorable Select Board:

I have been in contact with other communities regarding ARPA, to discover and share approaches to executing the processes. Some municipalities are utilizing a non-staff member to assist. Some have added funds to an existing staff member to dedicate specific time and energy to this process.

Metropolitan Area Planning Council (MAPC) actually has been helping some communities identify a partner to help account for, report on and comply with ARPA funding rules. I discovered that MAPC has executed a contract with the audit firm Powers and Sullivan to do this work. They have a lot of experience already on working with cities and towns on ARPA accounting. Through a procurement MAPC conducted, they have received a flat hourly rate from Powers and Sullivan for MAPC cities and towns.

I have attached the proposal documents for Powers and Sullivan in responding to MAPC's Request for Proposal (RFP). The hourly rate agreed upon for MAPC is \$200. I will also be connected with a representative from Powers and Sullivan in the near future on this topic, if appropriate. Sudbury already has a relationship with Powers and Sullivan.

I am requesting the support of the Select Board to not only discover more about this, but to enter an agreement that closely resembles and aligns with MAPC's process that is already established, if the opportunity exists, and if we cannot join with them, seek a similar agreement elsewhere. I intend to get more information, and request your full support on this approach. If desired, an invitation can be offered to Mark Fine to explain this from his perspective.

Having an agreement for administrative support for the ARPA processes can be paid out of ARPA funds and would greatly benefit the Town, Select Board and our professional staff. Thank you for your consideration and support on this matter.

Sincerely,

//eSigned/HLHJr/9 Dec 2021//
 Henry L. Hayes, Jr.
 Town Manager

Attachment 10.b: Request - ARPA Administrator - 12-09-21 (5009 : ARPA process and timeline discussion)



Powers & Sullivan, LLC
CPAs AND ADVISORS



Price Proposal for
American Rescue Plan Act Funding
Accounting, Reporting and Compliance Assistance for
North Shore Towns

Metropolitan Area Planning Council

Metropolitan Area Planning Council

PRICE PROPOSAL FOR AMERICAN RESCUE PLAN ACT FUNDING ACCOUNTING, REPORTING AND COMPLIANCE ASSISTANCE FOR NORTH SHORE TOWNS

SUBMITTED BY:

Powers & Sullivan, LLC **Certified Public Accountants**

*100 Quannapowitt Parkway, Suite 101
Wakefield, Massachusetts 01880*

November 3, 2021



CONTACT:

James Powers, CPA

Phone: 781-914-1700

Fax: 781-914-1701

jpowers@pas.cpa

pas.cpa



Price Proposal

To the Evaluation Committee:

We appreciate the opportunity to submit this fee proposal to provide consulting services to the Metropolitan Area Planning Council and any participating community in relation to the assisting each Community manage any aspect of compilation with the American Rescue Plan Act (ARPA) funds.

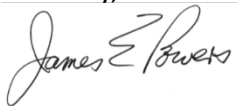
The actual assistance will vary based on the Community's needs and may include:
identifying the comparative revenue amounts to prepare and complete the calculations and reporting relative to the use of ARPA funds for the "reduction in revenue" portion of the eligible expenditure of ARPA funds received by the Council to date.

- The calculation of the Actual and Lost Revenue for calendar years 2021, 2022 and 2023.
- Assistance with accounting.
- Determination of allowable expenditures under ARPA rules.
- Assistance with the completion of required ARPA periodic reports.
- Assistance with general ARPA requirements.

Our fee is detailed on the following Price Proposal Page.

Metropolitan Area Planning Council would be an important client to Powers & Sullivan. It would be our sincerest pleasure to work with you.

Sincerely,



James E. Powers, CPA

Attachment 10.c: Price Proposal (5009 : ARPA process and timeline discussion)



Price Proposal Page

Complete this page and submit with any attachments in a separate sealed envelope from non-price proposal.

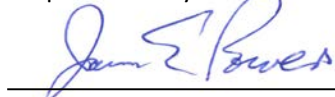
ARPA Accounting, Reporting and Compliance RFP

The undersigned proposes to provide assistance with the management of American Rescue Plan Act (ARPA) funding that the participating Towns are receiving and expensing from 2021 through 2024. This price must cover and include the cost for all contingencies, including all labor and materials, necessary for the delivery of services.

Price includes the provision of the services described in the RFP for the period between November 2021 and October 31, 2022.

\$200

Proposed hourly rate for the provision of the services during this period.



Signature (blue ink please)

James E. Powers

Printed Name

Partner

Title

November 3, 2021

Date

Powers & Sullivan, LLC

Company Name

jpowers@pas.cpa

Email

100 Quannapowitt Parkway, Suite 101

Street

781-914-1700

Phone

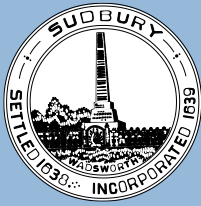
Wakefield, MA 01880

City, State, Zip

781-914-1701

Fax



**SUDBURY SELECT BOARD**

Tuesday, January 4, 2022

MISCELLANEOUS (UNTIMED)**11: Letter of support re: Weston TIP****REQUESTOR SECTION**

Date of request:

Requestor: Vice Chair Russo

Formal Title: Discussion and vote whether to send a letter of support to the Boston Region MPO Central Transportation Planning Staff regarding the Town of Weston intersection reconstruction (Route 20/Wellesley Street/Boston Post Road) TIP ID #608940. (~15 min.)

Recommendations/Suggested Motion/Vote: Discussion and vote whether to send a letter of support to the Boston Region MPO Central Transportation Planning Staff regarding the Town of Weston intersection reconstruction (Route 20/Wellesley Street/Boston Post Road) TIP ID #608940. (~15 min.)

Background Information:
attached letter drafted by vice-chair Russo

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

01/04/2022 6:15 PM

January 5, 2022

Matt Genova
Transportation Improvement Program Manager
Central Transportation Planning Staff
10 Park Plaza, Suite 2150
Boston, MA 02116

Re: Route 20/Wellesley Street/Boston Post Road Intersection - Weston, MA TIP ID # 608940

Dear Mr. Genova:

The Sudbury Select Board is aware of the proposed reconstruction of the intersection at Route 20 and Wellesley Street/Boston Post Road in Weston, which would include a new traffic signal, geometric revisions, crosswalk and bike lane additions, and other safety improvements. We understand that the Town of Weston has completed 25% design for the project and requested that the Metropolitan Planning Organization (MPO)'s staff place this project on the FFY 2022 Transportation Improvement Program.

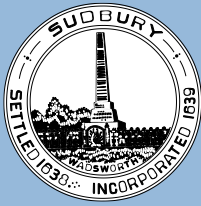
In its stretch between Interstates 495 and 95, Route 20 serves many towns and businesses as their main travel corridor. As a result, traffic flow and safety improvements to Route 20 would provide regional benefits. As a nearby community whose residents use Route 20 as a major travel and commuting route, roadway or intersection improvements such as the proposed reconstruction of the intersection at Route 20 and Wellesley Street/Boston Post Road in Weston have the potential to directly benefit Sudbury residents.

For the reasons listed above, the Sudbury Select Board offers this letter of support for the Route 20/Wellesley Street/Boston Post Road Intersection Improvement Project in Weston, MA, TIP ID # 608940. We appreciate the MPO's consideration of this project for the FFY 2022 Transportation Improvement Program.

Should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Attachment11.a: Weston TIP letter (4997 : Letter of support re: Weston TIP)

**SUDBURY SELECT BOARD**

Tuesday, January 4, 2022

MISCELLANEOUS (UNTIMED)**12: Winter 2022 Select Board Newsletter Topic Discussion****REQUESTOR SECTION**

Date of request:

Requested by: Leila S. Frank

Formal Title: Discuss topics to be assigned for Winter 2022 - Select Board newsletter. (~10 min).

Recommendations/Suggested Motion/Vote: Discuss topics to be assigned for Winter 2022 - Select Board newsletter. (~10 min).

Background Information:

List of previous topics attached

Financial impact expected:N/A

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden Pending

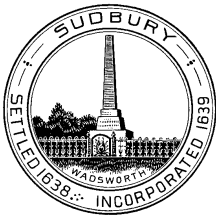
Henry L Hayes Pending

Jonathan Silverstein Pending

Jennifer Roberts Pending

Select Board Pending

01/04/2022 6:15 PM



Town of Sudbury

Office of Select Board

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

sbadmin@sudbury.ma.us

Date: December 28, 2021
To: Select Board
From: Leila Frank
Re: **Winter 2022 Select Board Newsletter Topics**

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

NOVEMBER 2021

ARPA
CPA
Master Plan

SEPTEMBER 2021

Transportation
9/11 Garden
HOPEsudbury
Financial Policy

JUNE 2021

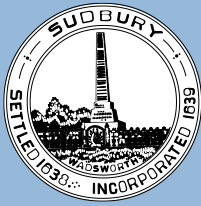
Town Manager Henry Hayes, Jr.
Diversity, Equity and Inclusion
Fairbank Community Center Update
Conservation Land Trails
ADA Assessment & Transition Plan

FEBRUARY 2021

Town Meeting
Financial Policies Review
Mail-In Voting
Conservation Office
Restaurant Gift Card Drive

WINTER 2022 NEWSLETTER DEADLINES

SB Meeting to Discuss Topic Assignments- Tuesday, Jan 4
Submission Deadline- Monday, Jan 24
SB Meeting Approval- Tuesday, Feb 15



SUDBURY SELECT BOARD

Tuesday, January 4, 2022

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

Date of request:

Requested by: Patty Golden

Formal Title: Review open session minutes of 11/15/21 (goal setting) and 11/16/21, and possibly vote to approve minutes.

Recommendations/Suggested Motion/Vote: Review open session minutes of 11/15/21 (goal setting), and 11/16/21, and possibly vote to approve minutes.

Background Information:
attached drafts

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

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

01/04/2022 6:15 PM

SUDBURY SELECT BOARD

MONDAY, NOVEMBER 15, 2021

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

GOAL SETTING MEETING

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., Tanya Shallop, Moderator – UMass Edward J. Collins, Jr. Center for Public Management

Others Present: Maryanne Bilodeau, Assistant Town Manager/HR Director; Bill Barletta, Combined Facilities Director; Adam Duchesneau, Director of Planning and Community Development; Dennis Keohane, Finance Director; Bill Murphy, Director of Health; Dan Nason, Director of Public Works; Scott Nix, Police Chief; John Whalen, Fire Chief

Call to Order/Roll Call

The statutory requirements as to notice having been complied with, the meeting was convened at 9:11 a.m. via Zoom telecommunication mode.

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

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

Opening remarks by Chair

Chair Roberts mentioned the Veteran's Day Ceremony, and thanked all U.S. Veterans; with special thanks extended to Sudbury Veterans, and Town Manager Henry Hayes for his notable military service.

Citizen's comments on items not on agenda

No Citizen's Comments

Annual Select Board Goal Setting discussion with Town senior staff. Also attending will be facilitator Tanya M. Shallop of the UMass Collins Center for Public Management

Introductions and Discussion of Agenda

Ms. Shallop led the discussion and presented the "Sudbury Select Board Goal-Setting" PowerPoint.

Ms. Shallop commended the Board for continuing the annual Goal-Setting meeting and documentation; as many communities do not.

Each Board Member provided a brief background summary of their participation in Town boards/committees leading to their Select Board appointments.

Ms. Shallop reviewed Mission and Values, which helps in the formulation of Select Board goals. She spoke of reviewing strategies that shape those goals.

Ms. Shallop requested that Board Members review missions and values of the Town in relation to their own individual mission and values.

Board Member Dretler emphasized the importance of resident participation regarding such goals, and exemplified the recently released Sudbury Master Plan.

Board Member Schineller stressed the relevance the goal statement/signature expressed by Town Manager Hayes: “Sustaining a SAFE, SERVICED & STRONG SUDBURY! Board Member Schineller indicated the goal applied to the Sudbury school system, efficiencies in Town government, and maintenance of a strong business community.

Chair Roberts commented about Sudbury’s open spaces and historical character; while balancing expanded business to offset resident taxes. She mentioned the importance of services to the school population, and the Town’s aging population. Chair Roberts encouraged resident participation in determining such goals indicating that Zoom meetings promoted increased resident participation.

Board Member Carty mentioned the basic community building blocks including health aspects, school and public safety, transportation, as well as maintenance of Sudbury’s historical/cultural character. He encouraged residents to participate in Town government.

Revisit Goals from Last Year

Ms. Shallop reviewed several 2021 Select Board Goals, emphasizing the high-priority goals:

- Financial Policies and Capital Planning – Chair Roberts noted that the Select Board Subcommittee (she and Board Member Schineller) had been working on finalization of the Financial Policies and Capital Planning document since February, 2021 with valuable input from Mr. Keohane. She confirmed that the Financial Policies documentation has been shared with the Finance Committee and other Town organizations, who have provided additional input. Chair Roberts estimated that the document and this 2021 goal would be finalized in the next several weeks.
- LSRHS Agreement – Board Member Carty recognized that the LSRHS Agreement reflects a long-term goal, progress is ongoing; Sudbury and Lincoln Select Board members met to discuss the Agreement.
- Upgrade/Renovation of the Rte. 20 Fire Station – Chair Roberts confirmed that the Rte. 20 Fire Station reflected a long-term goal, and is currently being studied by the Permanent Building Committee.
- BFRT Project – Board Member Dretler detailed that the project was moving forward, and advertising is expected to take place next spring, putting the project planning on track. She added that processes are being considered for a possible Special Town Meeting.
- Sewataro Property – Board Member Schineller provided chronology of Town acquisition of Camp Sewataro; with the goal being to secure the property, and execute public usage; such as swimming. Renewal of Camp operator contract was being considered. Board Member Schineller confirmed the Sewataro usage policy is being reviewed by Board and the Sewataro Subcommittee (he and Vice-Chair Russo).
- Expansion of Transportation Options – Board Member Carty mentioned various transportation options utilized over the past year. The Select Board has requested that the Transportation Committee provide an expanded transportation plan/program.

Board Member Carty suggested that most goals should be reviewed with the Board on a quarterly basis at a minimum.

Board Member Dretler recommended that goals related to climate change, resilience and sustainability, be included as priority goals. Board Member Schineller commented that goals regarding environmental health and wellness did not fall into the 2021 priority goal category. Chair Roberts agreed that both mentioned goals should qualify as priority goals for 2022.

Identification and Discussion of Goals for 2022

Mr. Duchesneau spoke about the four major Planning and Community Development projects: BFRT with advertisement of 2022, Expanded Transportation services for the Town, Advancing the Open Space and Recreation Plan, and an updated Housing Production Plan.

Ms. Shallop recapped the primary goal areas as presented by Mr. Duchesneau:

- Advancing the BFRT Project
- Increasing Transportation services
- Proceeding with the Open Space and Recreation Plan
- Updating the Housing Plan

Mr. Murphy emphasized that the primary Health Department priorities included crisis management and emergency preparedness. He stressed the vital importance of volunteer response teams and community health clinics to include mental health. Mr. Murphy recommended the health regulations and policies be updated.

Ms. Shallop recapped the primary goal areas as presented by Mr. Murphy:

- Emergency Preparedness planning
- Pro-active health incentives
- Update of health policies and regulations
- Additional community health clinics, to include mental health resources

Mr. Barletta described several important ongoing projects. He detailed that the Fairbank Community Center project had progressed to the design phase. He noted that the schematics for Fire Station 2 was being finalized.

Mr. Barletta provided description regarding capital improvements and maintenance, and mentioned the ADA Self-Evaluations and related plans to go forward.

Draw on architect. Services as needed for large and small projects such as ADA improvements and help Town go forward with projects.

Capital Planning involvement with Town Manager and Town Finance Director, with focus on effective and transparent system with department leaders.

Ms. Shallop recapped the primary goals areas presented by Mr. Barletta:

- Fairbank Community Center
- Fire Station 2
- Preventative maintenance and planning processes

- Related architectural services contracts, and planning advancements

Chief Nix stressed that the primary focus was safety and aspects of sidewalks/crossways and related funding.

Ms. Shallop recapped the primary goals as presented by Chief Nix:

- Infrastructure advancements from a safety perspective

Mr. Keohane provided a summary of Financial Policies, Capital Financing, Plan for ARPA Funding.

Ms. Shallop recapped that Financial Policies/Capital Financing and the ARPA funding plan were the primary considerations.

Mr. Nason outlined the primary focus areas including the CWMP (Comprehensive Wastewater Management Plan) completion, which was somewhat delayed because of COVID. He indicated that the draft CWMP report would be completed in the winter of 2022.

Mr. Nason detailed the importance of cross-walks and walkways, which currently do not meet ADA standard. He detailed that DPW continues to deal with labor shortages, and lack of mechanical products.

Ms. Shallop recapped the primary focus areas as presented by Mr. Nason:

- Completion of CWMP Report
- Infrastructure advancements regarding of walkways, crossways, and culverts
- Improvement sought with labor and equipment shortages due to COVID ramifications

Chief Whalen stressed the importance of a Municipal Emergency Preparedness Program, Vulnerability Planning, and Hazardous mitigation plan.

Chief Whalen emphasized that the Town had to examine the physical infrastructure regarding Town Hall, Schools, the Flynn Building, and Fire Station adding that the costs associated with feasibility studies and other related costs was increasing.

Ms. Shallop provided recap of the focus areas as presented by Chief Whalen:

- Implementation of a Municipal Vulnerability Preparedness Plan and Hazardous Mitigation Plans
- Upkeep of Fire Department facilities and related feasibility studies

Town Manager Hayes mentioned several important considerations:

- Senior Center related aspects; transportation, community development, dementia-friendly concepts
- Veterans Executive Assistant to aid with needs of residents
- Anticipation of a citizen request for banners representing Sudbury veterans.
- Building Department seeking additional funding for deputy inspector due to Cold Brook Crossing aspects
- Conservation Commission completion of outstanding conservation restrictions – particularly the Eversource Transmission Line/Mass. Central Rail Trail and BFRT. Letter of Recommendation from Conservation Commission regarding the Emergency Climate Declaration would be reviewed by the Board.
- Town Clerk consideration of General Code Agreement/Bylaw codification program change

- Park & Recreation concerns regarding activities at the Fairbank Community Center and after school programs at the new Center
- IT consideration of network upgrade/cloud back-up. Additional cloud services being studied
- Goodnow Library – Expanded accessibility – 24/7 book pick up lockers, consideration of digitalized content to meet demand, adjustment of teen librarian salary and pro-rated holiday pay for non-benefited part-time staff
- Town Manager's Office/Staff – Better space utilization for staff, Master Plan implementation aspects, Livable Sudbury, Comprehensive Emergency Management Plan, Municipal Vulnerability Plan, Town Center development, and sustaining a SAFE, SECURE, SERVICED & STRONG SUDBURY!

Board Members discussed other areas of interest which included:

- Town Center development
- Sewataro Contract renewal
- Vocational Education
- Professional training for Board Members
- Historical Tourism aspects
- Health Clinics
- Transfer Station
- Rte. 20 Planning

Recess

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

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

VOTED: To recess and resume the meeting at 10:55 a.m.

Meeting resumed at 10:55 a.m.

Prioritization of 2022 Goals

Ms. Shallop asked about refinement of goals.

Members provided additional elements to various existing goals.

Vice-Chair Russo confirmed that the ARPA goals should be included as a priority goal.

Board Members concurred it would be wise to advance construction-related language for BFRT.

Board Member Dretler stressed that evaluating the current state and future consideration regarding best use for Sewataro should be included in the priority goals. Board Member Schineller confirmed that the current Sewataro lease allows the Town recreational accessibility, without increased Town expense. Board Member Dretler stated the health status concerning pool and fishing waters needed to be evaluated.

Board Member Carty suggested meeting with the Lincoln Select Board about the LS Agreement should also be included in a finalized 2022 goal.

Chair Roberts stressed the importance of developing the capital plan to include ADA assessment and implementation.

Chair Roberts recommended the Sudbury Goal Setting meeting be continued. Board members were in agreement.

Citizen's Comments (cont.)

None

Adjourn

Chair Roberts moved to adjourn the meeting. 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, Dretler-aye, Schineller-aye, Roberts-aye

VOTED: To adjourn the meeting

There being no further business, the meeting was adjourned at 11:53 a.m.

SUDBURY SELECT BOARD

TUESDAY, NOVEMBER 16, 2021

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

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

The statutory requirements as to notice having been complied with, the meeting was convened at 7:02 PM via Zoom.

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: Dretler-present, Carty-present, Russo-present, Schineller-aye, Roberts -aye

Opening remarks by Chair

- Yesterday the Select Board held the annual Goal Setting Session with senior staff and a representative/moderator from the UMass Collins Center; follow-up session to take place soon
- Attended the Sudbury Board of Health meeting today; reported COVID surge initiated with children primarily
- COVID vaccines for school children at this time
- Finance Committee met last night and discussed upcoming budget season; inquired about scheduling joint finance meeting with Select Board and upcoming discussion on drafting of financial policies

Reports from Town Manager:

- Town employment opportunities: Snow Plow Truck Contractors, Senior Center Van Driver, Administrative Assistant to Director of Veteran's Services, DPW Light Equipment Operator
- Sudbury Sweater Throwdown contest – entries due by Friday, December 3
- Town Office Closings for Thanksgiving holiday, November 24-26, 2021
- Installation of bottle fillers at Feeley and Featherland Fields has started
- Town Hall – Painting of white trim areas has been completed
- Sewataro – Camp operator has completed installation of permanent fencing as agreed. Focus now on winterizing buildings, closing irrigation system, planning for plowing and salting, finishing outdoor projects
- Loring School Playground – play tasks completed; play surface installation will be done in the spring due to weather conditions
- Preparations for inclement weather – communication with Seniors, emergency shelter preparations
- All vital records can be ordered and paid for online from the Town Clerk's Office

Reports from Select Board Members:

Select Board Member Schineller:

- “No Comments – let’s get to business”

Select Board Member Dretler:

- Wished all a safe, happy and healthy holiday season
- Attended a portion of the Permanent Building Committee meeting today with discussion on Fire Station 2 and related constraints – hopes to learn more about this at the next meeting; also discussed the Fairbank Community Center and planning a public information session after the holidays
- Attended the Conservation Commission meeting last night – initial discussion regarding Sewataro issues related to the fishing and swimming pond
- Will attend a state-wide conference for municipal officials regarding “investing in recovery,” ways to support local public health, systems, housing, strengthening of infrastructure, increase/improve resident engagement and Federal recovery fund opportunities

Vice-Chair Russo:

- In last several weeks attended Planning Board and Conservation Commission meetings – will hear more regarding outcomes of those meetings
- Expressed Happy Thanksgiving wishes to all

Board Member Carty:

- Extended thanks to Council on Aging for approving the \$35,000 Meadow Walk mitigation money for GoSudbury! Uber and taxi program, which is on tonight’s Consent Calendar
- The Transportation Committee submitted a request to the Select Board for ARPA money for several requests
- At the SPS meeting last night, the mobile vaccination clinic was discussed, and expanded to 120 slots – booked in less than one hour, and expanded those slots to 200, and will petition the state for additional slots should they be required
- The SPS meeting conducted a robust ARPA discussion; Superintendent Crozier will be meeting with Town Manager Hayes to discuss budget pressures
- Looking forward to MA DLS (Division of Local Services) and MAPC (Metropolitan Area Planning Council) conference tomorrow conference – “Investing in Recovery 2021 Statewide Conference for Municipal Officials and Staff”
- Thanked Town Manager Hayes and staff for the creative Sudbury Sweater Throwdown contest
- Congratulated HOPEsudbury for conducting another successful auction November 6
- Wished all a Happy Thanksgiving

Citizen’s Comments not on the Agenda

No Citizen’s Comments

Vote to open Public Hearing on whether to approve petition of NStar Electric Company d/b/a/ Eversource Energy and Verizon New England, Inc. for the purpose of obtaining a Grant of Location to remove one (1) pole #13/10X and to install one (1) new pole #13/10A. This work is necessary to provide safe access for driveway at #66 Puffer Lane. Richard M. Schifone, Eversource Rights and Permits Supervisor, to attend

Present: Richard M. Schifone, Eversource; Shaunna Kyle, Eversource

Mr. Schifone provided description about the project, emphasizing that the Grant of Location was needed in order to provide safe access for the private residence driveway at 66 Puffer Lane.

Board Members asked several related questions.

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

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

VOTED: To approve petition of NStar Electric Company d/b/a/ Eversource Energy and Verizon New England, Inc. for the purpose of obtaining a Grant of Location to remove one (1) pole #13/10X and to install one (1) new pole #13/10A

Vote to close the Public Hearing and resume Select Board Meeting

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

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

VOTED: To close the Public Hearing and resume Select Board Meeting.

Pre-briefing for upcoming annual Tax Classification hearing. Cynthia Gerry, Director of Assessing to provide an overview of the process

Present: Cynthia Gerry, Director of Assessing

Town Manager Hayes stated the Tax Classification hearing would take place on November 30, 2021.

Ms. Gerry explained the split tax rate between the residential tax and the commercial tax base. Ms. Gerry reviewed the Tax Classification process, with step 6 being the hearing with Assessors and the Select Board, and the final step in the process would reflect MA Department of Revenue approval of tax rates. She outlined the areas to be considered:

- Residential Exception
- Small Commercial Exception
- Open Space Exemption
- Senior Means Tax Exemption

Board Members presented related inquiries.

Sewataro Discussion on Public Access and Contract Renewal/ Property Next Steps:

Update on outstanding Sewataro questions list; Update on MA Department of Environmental Protection/Department of Public Health feedback on swimming and fishing ponds; Town Manager Hayes to report.

Update on public education document to be drafted by Subcommittee; Vote to release Town Counsel opinions related to Sewataro Use Policy and Swimming; Sewataro Use Policy discussion; Other Outstanding Sewataro items

Present: Lori Capone, Conservation Coordinator; Bill Murphy, Health Director, Board of Health (BOH); Scott Brody, Operator, Camp Sewataro

Board Member Schineller confirmed that the Sewataro Subcommittee (he and Vice-Chair Russo) did not meet this week. Vice-Chair Russo mentioned that the Subcommittee was hoping to meet on Friday, November 19.

Town Manager Hayes confirmed that Select Board question/comment list was received, and indicated that answers would be provided by the 22nd of November.

Board Member Carty asked if Select Board questions were the only questions to be considered. Chair Roberts responded that several resident questions were also included.

Board Member Schineller inquired about results of the Flash Vote survey.

Town Manager Hayes provided an update regarding MA Department of Environmental Protection and MA Department of Health feedback regarding swimming and fishponds at Sewataro. He added the State did not determine the water mass to be a pool, based on the water not being filtered or circulated; Scott Brady will register the Bathing Beach. He noted that chlorine would not be used.

Vice-Chair Russo commented that the Conservation Commission (ConCom) met last night and concluded that adjustments would be needed with timeline planning, as well. Town Manager Hayes stated that timelines or associated costs were not available at this time.

Board Member Dretler stated she appreciated Mr. Brody's inquiries, and when the Sewataro Purchase & Sale Agreement was signed, she believed the water was not tested. She spoke of the chlorination process, noting that water ran into the Pantry Brook. She stressed that the Select Board must perform due diligence, and understand how the Wetland Protection Act impacts Sudbury bylaws.

Ms. Capone stated that the current related process was not permitted under the current Wetlands Protection Act, and the Town was looking forward to a proposed treatment plan from Mr. Brody.

Mr. Murphy stated that water-related issues were mentioned before the property was sold to the Town.

Mr. Brody confirmed that water testing has been performed on a weekly basis, with no negative results. He confirmed that he would work with ConCom, BOH, and the State agencies.

Board Member Dretler suggested that related information regarding treatment be written in report form by BOH and ConCom. Chair Roberts indicated that such documentation would be preferable; not necessarily in report form.

Resident and ConCom member Dave Henkels, 17 Twin Pond Lane, inquired about a mitigation plan.

Resident Manish Sharma, 77 Colonial Way, asked if water testing was mentioned in the contract between the Town and Mr. Brody, and inquired about accountability.

Resident Pat Brown, 24 Whispering Pine Road, asked about public inquiry being received at this time.

Resident Len Simon, 40 Meadowbrook Circle, stated that an upcoming report should include current problems and violations which need to be corrected.

Ms. Capone stated that there have not been any reported violations.

Mr. Murphy commented there have been no camp or water violations.

Resident John Baranowsky, 103 Belcher Drive, commented that a de-chloritization process may be a solution.

Resident Dan Brock, 388 Willis Road, asked if all submitted questions could be made available to the public. Chair Roberts responded that submitted questions could be shared with the public.

Chair Roberts confirmed that a Sewataro Use Policy draft was reviewed by Town Counsel.

Board Member Dretler motioned to release Town Counsel Sewataro Use Policy opinion dated September 10, 2021. Vice-Chair Russo seconded the motion.

It was on motion 4-1; Dretler-aye, Carty-aye, Schniller-no, Russo-aye, Roberts-aye

VOTED: To release Town Counsel opinion regarding Sewataro Use Policy dated September 10, 2021.

Board Member Schineller stated that additional information was added to the September 10, 2021 Sewataro Use Policy draft, and the consolidated document dated November 16, 2021 was also reviewed by Town Counsel.

Chair Roberts moved 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; Schineller-aye, Carty-aye, Dretler-aye, Russo-aye, Roberts-aye

VOTED: To release Town Counsel opinion regarding Sewataro Use Policy draft, dated November 16, 2021.

Chair Roberts recommended including this item on the November 30th agenda.

Recess

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

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

VOTED: That the Board recess for five minutes, and return at 9:44 P.M.

Discussion on American Rescue Plan Act (ARPA) funds status and project request/prioritization process

Town Manager Hayes presented aspects of the “American Rescue Plan Act (ARPA)”:

- Main categories of funding for municipal allocation and county allocation and related obligatory dates
- Eligible uses of local fiscal recovery funds
- Ineligible for uses of local fiscal recovery funds
- Suggested CSLFRF (Coronavirus State and Local Fiscal Recovery Funds) allocation for discussion purposes

- Outreach and input from staff, Boards and Committees, Water District, Chamber of Commerce and residents with Flash Vote and comment opportunity
- ICMA (International City/County Management Association) Fact Sheet: American Rescue Plan
- American Rescue Plan Key Provisions
- ICMA Summary of Spending Priorities - Survey Results – October 2021
- Flash Vote results (815 participated) from October 26 -29, and available on Town website. Results included (Strengths of the Town, Aspects of Sudbury, Quality of Schools, Physical Safety/Security, Historical Preservation, and Environmental Conservation

Town Manager Hayes suggested that people sign up for topic Flash Votes, as the vote would end on November 30. He explained that 37 comments were gathered thus far, with the top priority category being public health and the second voting priority reflected infrastructure, water and sewer.

Discussion regarding ARPA Public Meetings – suggested timeline, what to consider (grant administrator, financial consultant for use of ARPA funds) took place at this time. Members agreed that all presented topics were worthy of further discussion.

Chair Roberts suggested continuing discussion of this topic at the November 30 meeting.

Resident Manish Sharma, 77 Colonial Road, expressed his interest with the ARPA presentation. He asked if this ARPA money could make interest. Town Manager Hayes responded likely not.

Discussion on Remote Participation Policy. Subcommittee members Roberts and Schineller to present

Chair Roberts commented that the remote participation policy was formed when remote meetings were the exception and not the norm. Vice-Chair Russo suggested this topic be reviewed by the Board in April 2022 when Governor Baker addresses the remote meeting topic again.

Board Members discussed categories within the Policy, and reviewed edits made by Chair Roberts and Board Member Schineller.

Vice-Chair Russo motioned to approve the Select Board Remote Participation Policy as edited tonight, subject to approval of Town Counsel. Board Member Schineller seconded the motion.

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

VOTED: To approve the Select Board Remote Participation Policy as edited tonight, subject to approval of Town Counsel.

Review and possible vote to support signature of Arlington Town Manager letter on Energy Stretch Codes

It was noted that the Sudbury Planning Board and the Sudbury Energy and Sustainability Committee communicated approval of the letter on Energy Stretch Codes as initiated by the Arlington Town Manager.

Board Member Schineller commented that signing the letter represented an approval of sustainability concept, rather than setting sustainable Town standards at this time.

Chair Roberts moved 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 4-1; Schineller-aye, Russo-aye, Carty-no, Dretler-aye, Roberts-aye

VOTED: To support signature of Arlington Town Manager letter on Energy Stretch Codes.

Review open session minutes of 1/15/21 and 10/5/21, and possibly vote to approve minutes

1/15/21 Open Session Minutes

Chair Roberts moved 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, Roberts-aye, Roberts-aye

VOTED: To approve the 1/15/21 minutes

10/5/21 Open Session Minutes

Chair Roberts moved 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, Russo-aye, Dretler-aye, Roberts-aye

VOTED: To approve the 10/5/21 minutes, as edited

Citizen's Comments

No citizen comments

Upcoming Agenda items

November 30:

- Tax Classification Hearing
- Financial Policies
- ARPA Discussion; Superintendent Crozier to speak on ARPA funding
- Review unspent funding monies
- Bylaw change on Sudbury Housing Trust – Board Member Dretler suggested the Planning Board draft such bylaw change
- DEI quarterly update
- Petition for Speed Limit change on Peakham Road with legal opinion
- Meadow Walk left turn traffic signal situation

Consent Calendar

Direct the Town Clerk to place the vacancy for Sudbury School Committee member on the March 28, 2022 Annual Town Election ballot for a one-year term expiring May 31, 2023

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

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

VOTED: To direct the Town Clerk to place the vacancy for Sudbury School Committee member on the March 28, 2022 Annual Town Election ballot for a one-year term expiring May 31, 2023.

Accept Emergency Management Performance Grant (EMPT) funds in the amount of \$4,600 for the purchase of mass casualty equipment to be used by the Fire Department

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

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

VOTED: To accept Emergency Management Performance Grant (EMPT) funds in the amount of \$4,600 for the purchase of mass casualty equipment to be used by the Fire Department.

Allocate \$35,000 of the remaining mitigation funds listed in item 4.2.c. of the Meadow Walk Development Agreement to any and all aspects of the Go Sudbury! Microtransit Pilot Program to be administered by the Transportation Committee.

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

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

VOTED: To allocate \$35,000 of the remaining mitigation funds listed in item 4.2.c. of the Meadow Walk Development Agreement to any and all aspects of the Go Sudbury! Microtransit Pilot Program to be administered by the Transportation Committee.

Approve a one-hour extension of the licensed closing hour and serving of alcoholic beverages for licensees who make application in advance to the Town Manager's Office: Franco's Trattoria, 365 Boston Post Road; Fugakyu Cafe, 621 Boston Post Road; Lavender, 519A Boston Post Road (1AM to 2AM) and Max and Leo's Artisan Pizza, 470 North Road on Wednesday, November 24, 2021 (Thanksgiving eve) and Friday, December 31, 2021 (New Year's Eve), on the condition that the kitchen remains open and food is served.

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

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

VOTED: To approve a one-hour extension of the licensed closing hour and serving of alcoholic beverages for licensees who make application in advance to the Town Manager's Office: Franco's Trattoria, 365 Boston Post Road; Fugakyu Cafe, 621 Boston Post Road; Lavender, 519A Boston Post Road (1AM to 2AM) and Max and Leo's Artisan Pizza, 470 North Road on Wednesday, November 24, 2021 (Thanksgiving eve) and Friday, December 31, 2021 (New Year's Eve), on the condition that the kitchen remains open and food is served.

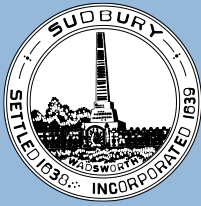
Adjourn:

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

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

VOTED: To adjourn the Select Board meeting.

There being no further business, the meeting was adjourned at 11:50 PM.



SUDBURY SELECT BOARD

Tuesday, January 4, 2022

MISCELLANEOUS (UNTIMED)**14: Citizen's Comments (cont)**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's Comments (cont)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

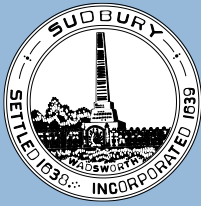
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

01/04/2022 6:15 PM



SUDBURY SELECT BOARD

Tuesday, January 4, 2022

MISCELLANEOUS (UNTIMED)**15: Upcoming Agenda Items**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Upcoming Agenda Items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

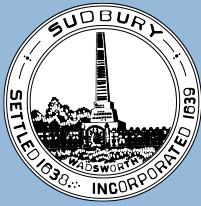
Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Jennifer Roberts	Pending
Select Board	Pending

01/04/2022 6:15 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING/EVENT	DESCRIPTION
January 18	Annual update with legislators (Sen. Eldridge, Sen. Barrett, Rep. Gentile)
	Peakham Road speed limit discussion
Mon, January 31	2022 Annual Town Meeting Warrant closes at 12:00 Noon for submission of articles
February 1	Accept 2022 Annual Town Meeting articles submitted by 1/31/22
February 15	Joint meeting with FinCom and CIAC to discuss capital Town Meeting articles
Mon, March 29	Annual Town Election
May 2-4	Annual Town Meeting at LSRHS
Date to be determined	By-law items to examine - Special Events & Demonstration Permits; Common Victualler License Holders (Related to Farm Act exemptions, citizen request); Nuisance / Blight Bylaw; Removal Authority of members from appointments
	Sewataro Renewal Decision Next Steps; Sewataro Use Policy; Sewataro Financial Statement Review
	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
	Sidewalks discussion
	Town Manager Goals and Evaluation process
	Town meeting recap – year in review
	Town-wide traffic assessment and improve traffic flow
	Update on crosswalks (Chief Nix/Dan Nason)
	Update on traffic policy (Chief Nix)
	Work Session with Town Counsel: Select Board/Town Manager Code of Conduct and other procedural training
Standing Items for All Meetings	Select Board requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)

Attachment 15.a: Upcoming items 01.04.21 (4981 : Upcoming Agenda Items)



SUDBURY SELECT BOARD

Tuesday, January 4, 2022

CONSENT CALENDAR ITEM**16: Eagle Scout recognition****REQUESTOR SECTION**

Date of request:

Requestor: Scout Troop 65

Formal Title: Vote to enter into the Town record and congratulate Fiona Kathleen Prendergast of Scout Troop 65 for having achieved the high honor of Eagle Scout.

Recommendations/Suggested Motion/Vote: Vote to enter into the Town record and congratulate Fiona Kathleen Prendergast of Scout Troop 65 for having achieved the high honor of Eagle Scout.

Background Information:
attached email from troop 65

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

01/04/2022 6:15 PM

Golden, Patricia

From: Nereyda Rodriguez-Cooley <nereyda@alum.mit.edu>
Sent: Thursday, December 16, 2021 1:46 PM
To: Select Board
Subject: Special Recognition Request Eagle Scout

Dear Members of the Sudbury Select Board,
 The Scouts, Leaders, and Members of Sudbury Massachusetts Scout Troop 65, take great pleasure in announcing that:

Having completed the requirements for, and having been reviewed by
 An Eagle Scout Board of Review on BOR, the following Scout
 Was found worthy of the rank Eagle Scout

Fiona Kathleen Prendergast

In honor of this achievement, would you be so kind as to send Fiona a letter of commendation or certificate to be presented to her?

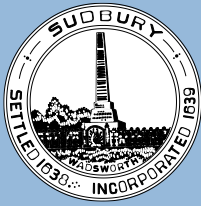
Please address your letter or certificate in care of the following address: c/o Nereyda Rodriguez-Cooley, 191 Maynard Road, Sudbury, MA 01776. Letters and recognitions will be compiled, placed in a suitable keepsake, read during the Court of Honor ceremony, and displayed during this special occasion.

Thank you very much for taking the time from your extremely busy schedule to help this community and Sudbury Troop 65 recognize Fiona for achieving the rank of Eagle Scout.

Sincerely,

Nereyda Rodriguez-Cooley
 Sudbury BSA Scout Troop 65
 978-218-2711
nrcooley@gmail.com

Attachment16.a: Eagle_Scout_request (4982 : Eagle Scout recognition)



SUDBURY SELECT BOARD

Tuesday, January 4, 2022

CONSENT CALENDAR ITEM**17: Donation acceptance \$30K to Senior Center****REQUESTOR SECTION**

Date of request:

Requestor: Debra Galloway, Senior Center Director

Formal Title: Vote to accept a \$30,000 donation from the estate of Richard Campana to the Sudbury Senior Center.

Recommendations/Suggested Motion/Vote: Vote to accept a \$30,000 donation from the estate of Richard Campana to the Sudbury Senior Center.

Background Information:

See attached memo from Debra Galloway.

This is a disbursement from the estate of Richard Campana, donated to the Sudbury Senior Center in his will. Administered by Barry Wilensky of Cutler Wilensky, Inc., of Needham, MA.

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

01/04/2022 6:15 PM



Sudbury Senior Center
Council on Aging
Town of Sudbury, Massachusetts

40 Fairbank Road • Sudbury, Massachusetts • 01776-1681 • www.sudburyseniorcenter.org
Phone: 978-443-3055 • Fax: 978-443-6009 • E-mail: senior@sudbury.ma.us

December 21, 2021

TO: Sudbury Select Board

CC: Town Manager Henry Hayes

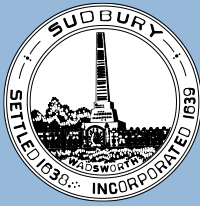
FROM: Debra Galloway, Director, Sudbury Senior Center

RE: Donation to Sudbury Senior Center

The Sudbury Senior Center requests the Sudbury Selectboard accept a generous donation from the estate of Richard A. Campana in the amount of \$30,000.00 to the Sudbury Senior Center – Town Account #199748/483100.

Thank you.

Attachment 17.a: Memo to Select Board re donation 12 21 (4990 : Donation acceptance \$30K to Senior Center)

**SUDBURY SELECT BOARD**

Tuesday, January 4, 2022

CONSENT CALENDAR ITEM**18: Approve IMA extension for Making the Connections Microtransit program****REQUESTOR SECTION**

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: Vote to approve and sign the Intermunicipal Agreement (IMA) Extension for the Making the Connections Microtransit Program to June 30, 2022.

Recommendations/Suggested Motion/Vote: Vote to approve and sign the Intermunicipal Agreement (IMA) Extension for the Making the Connections Microtransit Program to June 30, 2022.

Background Information:

The Town of Sudbury was awarded a Community Compact Best Practices grant by the Commonwealth of Massachusetts in the spring of 2019 to create a multijurisdictional program of on-demand transportation pilots, called Making the Connections. An Intermunicipal Agreement (IMA) was then entered into by and between the Towns of Acton, Bolton, Concord, Maynard, Stow, and Sudbury to participate in this Making the Connections initiative. This transportation initiative has been focused on connecting seniors, people with disabilities, financially vulnerable residents, and veterans to health services, community resources, and economic opportunities with on-demand transportation services.

The Intermunicipal Agreement was set to expire when the Community Compact Best Practices Agreement entered by and between the Town of Sudbury, as the Lead Municipality, and the Commonwealth of Massachusetts expired, which was scheduled to expire on May 21, 2021, or when the funds for the Program were no longer available, whichever was earlier.

However, the Senior Deputy Commissioner of Local Services for the Division of Local Services has granted an extension of the Community Compact Best Practices Agreement through June 30, 2022. As such, the Town of Sudbury, as the Lead Municipality, is proposing an extension of the Intermunicipal Agreement through June 30, 2022 to align with the extension granted by the Division of Local Services in order to allow for the completion of all remaining tasks in the Intermunicipal Agreement and to expend all funds associated with the Community Compact Best Practices Agreement.

Financial impact expected: None aside from staff time. Other costs associated with this IMA which creates a multi-municipality Microtransit Pilot Program would be covered with funds awarded through a Community Compact Best Practices Grant.

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

01/04/2022 6:15 PM

Intermunicipal Agreement for the Making the Connections Program

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the Towns of Sudbury, Acton, Bolton, Carlisle, Concord, Lincoln, Maynard, Stow, and Weston hereinafter referred to collectively as “Municipalities”, and individually as a “Municipality”, this 15th day of December, 2020, as follows:

WHEREAS, the Town of Sudbury was awarded a Community Compact Best Practices grant by the Commonwealth of Massachusetts to create a multijurisdictional program of on-demand transportation pilots, called Making the Connections (grant application with tasks in Exhibit A, and hereinafter “Program”);

WHEREAS, this Program focuses on connecting seniors, people with disabilities, financially vulnerable residents, and veterans to health services, community resources, and economic opportunities with on-demand transportation services;

WHEREAS, many communities offer some variety of on-demand or reservation-required paratransit, and some offer general public vans or commuter shuttles, there are times when these services do not cover all transportation needs; it is these unmet needs the Program will attempt to meet through pilot services, and will collect data to determine the need and feasibility of creating new transit services;

WHEREAS, the Municipalities desire to share the services of a Program Manager for the Program;

WHEREAS, the Town of Sudbury, entering the Community Compact Best Practices agreement with the Commonwealth of Massachusetts is willing and capable of managing the Community Compact grant and obtaining the services of the Program Manager;

WHEREAS, each Municipality has the authority to enter into this Agreement pursuant to G.L. c. 40, s. 4A;

NOW THEREFORE, in consideration the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Making the Connections Community Compact. There is hereby established a collaborative of the Parties to be known as “Making the Connections Community Compact”, which shall hereinafter be referred to as the “Compact”. The Compact, acting by and through a Steering Committee and Program Manager will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Community Compact Grant Agreement between the Town of Sudbury and the Commonwealth of Massachusetts, attached hereto as “Exhibit A” and incorporated herein, and other programs and serves related thereto.
2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the Community Compact Best Practices agreement entered by and between the Town of Sudbury and the Commonwealth of Massachusetts expires, which is currently scheduled to expire on May 21, 2021, or when the funds for the Program are no longer available, whichever is earlier or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years.
3. Lead Municipality. During the term of this agreement, the Town of Sudbury, acting as the Lead Municipality, shall oversee the Program and the Program Manager, including hiring the Program Manager, subject to the approval of the Steering Committee. As the Lead Municipality, Sudbury

shall act for the Compact with respect to all grant applications to be submitted and gifts and grants received collectively by the Parties. Sudbury shall act as the Parties' purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Steering Committee to be entered into collectively by the Parties. Final approval of any such contract is subject to approval of the Steering Committee and appropriation by each party, to the extent required.

4. Program Manager. The Town of Sudbury, as Lead Municipality, shall contract with an individual or firm, subject to the approval of the Steering Committee, who shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement all in accordance with the policies and procedures established by the Steering Committee, as set forth herein. The Program Manager will be an independent consultant, with their services paid for entirely from the allocated amount within the Community Compact Best Practices grant, or such other funds as may be received by the Compact from time-to-time. The Town of Sudbury, with the approval of the Steering Committee, shall have the ability to relieve the Program Manager of their duties and replace it with another individual or firm.
5. Steering Committee. There shall exist a Steering Committee (the "Committee") comprised of one (1) representative from each Municipality, who shall be appointed by the appropriate appointing authority of that Municipality. The Steering Committee will work to mutually guide the Program in accordance with Exhibit A. Within one (1) calendar year of the starting date of the Program Manager the Steering Committee shall mutually develop the goals of the Program, which shall generally conform to the stated goals of the grant proposal as set forth in Exhibit A, and guidelines to evaluate how well the Program has met these goals. The Steering Committee shall meet as needed, and at least quarterly. The Program Manager, with direction from the Town of Sudbury as the Lead Municipality, shall prepare and send to each Municipality a quarterly status report at least one (1) week prior to the quarterly meeting. The Town of Sudbury, or its designee, shall maintain the files and notes of the Steering Committee meetings.

Each member of the Committee shall be entitled to one (1) vote. A majority of members of the Committee shall constitute a quorum for the purpose of transacting business. A quorum of the Committee may act by a majority of those present and voting. Any action of the Committee shall be made in a duly noticed meeting held in accordance with the provisions of the Massachusetts Open Meeting Law, G.L. c. 30A, §18-25, including the requirements for posting notice and keeping minutes.

6. Program Participation. Each Municipality as part of this Agreement shall participate in the Program as follows:
 - a. The Municipality will either join an existing on-demand transportation pilot, or will create a new transportation pilot consistent with the terms and conditions of this Agreement, that will address the mobility and access needs noted in this Agreement, and that is approved by the Steering Committee.
 - b. The Municipality will be a member of the Steering Committee as established pursuant to this Agreement.
 - c. The Municipality will ensure the representative to the Steering Committee and/or other staff representatives will attend any required training sessions and will participate in the Steering Committee meetings (either in-person or via remote access) throughout the life of the Program.

- d. The Municipality will work with and through their respective TNC contractor(s) to ensure the collection of the necessary data as agreed to by the Steering Committee to help determine the trip needs, origins, and destinations that will help scale additional transportation programs beyond the pilot, and to help determine how well the pilot has met the goals of the Program.
 - e. The Municipality shall have the authority to determine eligibility for riders in its jurisdiction (e.g., residents or workers within its municipal or service boundaries, or clients for their services) as part of the Program.
 - f. The Municipality, in determining ride eligibility, will prioritize rides when and where existing transportation (including CrossTown Connect, Council on Aging, MBTA, or Regional Transit Authorities) is not in service, or the time required to access such transportation is not possible, to ensure the Program provides a complementary transportation service, and does not replace existing transportation services.
 - g. The Municipality will help promote and market the Program to the clients and community residents served.
7. Payment. Notwithstanding the terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available to the Compact through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law. The Committee may authorize a disbursement of funds to reimburse any member Municipality that incurs costs in creating and/or operating a transportation pilot program consistent with the terms of this Agreement and Exhibit A, and/or for any program, service, or benefit consistent with the terms of this Agreement and Exhibit A. If a Municipality intends to draw on funds authorized by the Committee, the Municipality will submit monthly invoices to the Town of Sudbury for reimbursement from the Community Compact funds for the Program. The Town of Sudbury will pay the invoice within 30 days, subject to the availability of funds; provided, however, that Sudbury shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Compact through grants and gifts or other sources appropriated for the purposes of this Agreement. Any funds contributed by the Minuteman Advisory Group on Interlocal Coordination (MAGIC) shall only be used for pilots serving MAGIC member municipalities.

Pursuant to G.L. c. 40, §4A, any funds received by the Compact or the Town of Sudbury pursuant to this Agreement, shall be deposited with the Treasurer of the Town of Sudbury and held as a separate account and may be expended, with the approval of the Committee, under the provisions of G.L. c. 44, §53A, for contribution toward the cost of the Compact only.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Compact and any such funds shall be held by Sudbury and expended pursuant to the terms of this Agreement.

Individual party costs incurred outside the scope of this Agreement and specific to the needs of that party will be borne solely by that party.

8. Addition of New Municipalities to Agreement. Any municipality, not a part of this Agreement, may petition the parties involved in the Agreement to join the Agreement if authorized by its approving authority as set forth in G.L. c. 40, §4A. In order to approve the addition of a new entity to the Agreement, no less than a two-thirds vote of the Committee shall be required.

9. Withdrawal. Any Municipality other than the Town of Sudbury as Lead Municipality, by a vote of its respective approving authority as set forth in G.L. c. 40, §4A, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipality.

The Town of Sudbury as Lead Municipality, by a vote of its Select Board, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to all of the participating Municipalities. , Prior to the expiration of said three month period, a new Lead Party shall thereafter be designated by the Committee, by a vote of the representatives of the remaining parties, not including Sudbury. Prior to the effective date of its withdrawal, Sudbury shall transfer all funds held pursuant to this Agreement to the new Lead Party as designated by the Committee.

Upon such withdrawal, the Program Manager shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the Committee, which shall authorize disbursement of any such funds to the withdrawing Municipality for payment within thirty (30) days thereafter.

10. Termination. This Agreement may be terminated by a vote of a majority of the Parties' representatives of the Committee, at a meeting of the Committee called for that purpose; provided the representative's vote has been authorized by the approving authority as set forth in G.L. c. 40, §4A. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the parties have agreed to an equitable allocation of all remaining costs, expenses and assets.
11. Conflict Resolution. The Steering Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality. Notwithstanding any resolution suggested by the Committee, the parties shall reserve all rights that shall have in law or in equity to enforce the terms of this Agreement or any disputes pertaining thereto.
12. Financial Safeguards. The Town of Sudbury as Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities and hereto, and all contributions received from the Municipalities.
13. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
14. Amendment. This Agreement may be amended only in writing pursuant to a vote by all Municipalities, duly authorized thereunto.
15. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.

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

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

Town of Acton
 Town Manager
 472 Main Street
 Acton, MA 01720

Town of Bolton
 Town Administrator
 663 Main Street
 Bolton, MA 01740

Town of Carlisle
 Town Administrator
 66 Westford Street
 Carlisle, MA 01741

Town of Concord
 Town Manager
 PO Box 535
 Concord, MA 01742

Town of Lincoln
 Town Administrator
 16 Lincoln Road
 Lincoln, MA 01773

Town of Maynard
 Town Administrator
 195 Main Street
 Maynard, MA 01754

Town of Stow
 Town Administrator
 380 Great Road
 Stow, MA 01775

Town of Weston
 Town Manager
 PO Box 378
 Weston, MA 02493

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

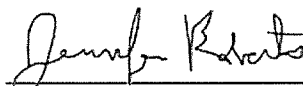
Exhibit A: Proposal to Community Compact Cabinet Best Practices Program: MAGIC Communities' On-Demand Transportation Pilot – *Making the Connections*

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF SUDBURY SELECT BOARD:



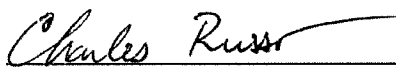
Janie W. Dretler



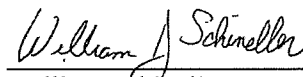
Jennifer Roberts



Daniel E. Carty



Charles Russo

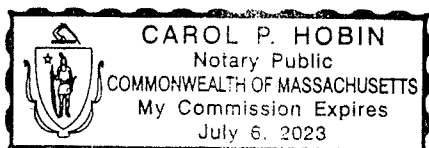


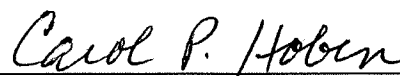
William Schineller

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 15th day of December, 2020, before me, the undersigned notary public, personally appeared J. Dretler, J. Roberts, D. Carty, C. Russo, W. Schineller and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.





Notary Public

My Commission Expires: 7/6/2023

**TOWN OF MAYNARD SELECT BOARD
VOTED; March 16, 2021**



Justine St. John



Jeffrey Swanberg



David Gavin



Armand Diarbekirian



Chris DiSilva

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

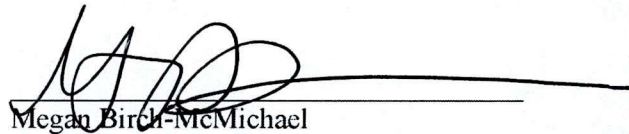
Exhibit A: Proposal to Community Compact Cabinet Best Practices Program: MAGIC Communities' On-Demand Transportation Pilot – *Making the Connections*

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF STOW BOARD OF SELECTMEN:


Thomas Ryan, Chair

Cortni Frecha, Clerk


Megan Birch-McMichael

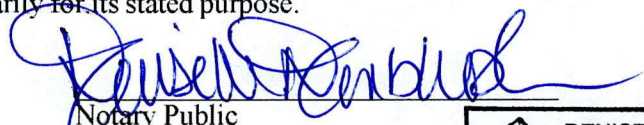
James Salvie

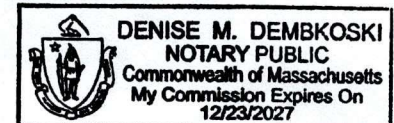

Ellen Sturgis

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 13th day of April, 2021, before me, the undersigned notary public, personally appeared Thomas Ryan, III, and proved to me through satisfactory evidence of identification which was personally known to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:



TOWN OF CONCORD SELECT BOARD:



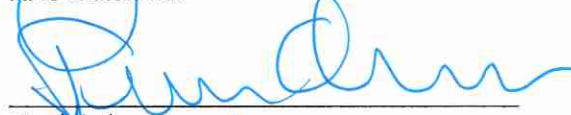
Linda Escobedo



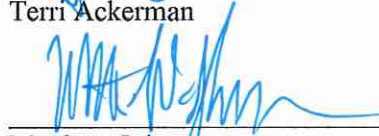
Susan Bates



Jane Hotchkiss



Terri Ackerman



Matthew Johnson

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

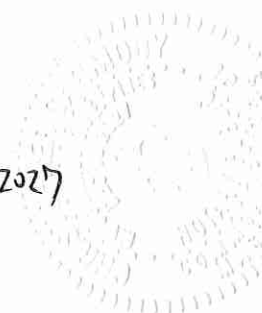
On this 13 day of June, 2021, before me, the undersigned notary public, personally appeared Linda Escobedo, Susan Bates, Jane Hotchkiss, Terri Ackerman, and Matthew Johnson, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



CHRISTOPHER CARMODY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 16, 2027



Notary Public


My Commission Expires: December 16, 2027

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

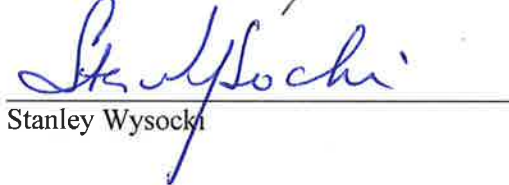
Exhibit A: Proposal to Community Compact Cabinet Best Practices Program: MAGIC Communities' On-Demand Transportation Pilot – *Making the Connections*

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BOLTON SELECT BOARD:


Jonathan Keep, Chair



Robert Czekanski


Stanley Wysocki

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 12th day of July, 2021, before me, the undersigned notary public, personally appeared Jonathan Keep, Robert Czekanski, Stanley Wysocki, and proved to me through satisfactory evidence of identification which was MADL's to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:

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

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

WITNESS OUR HANDS AND SEALS as of the first date written above.

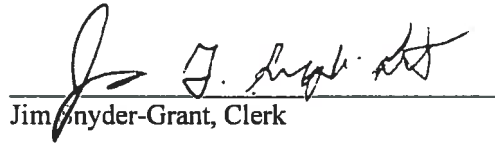
TOWN OF ACTON SELECT BOARD:



David Martin, Chair



Dean Charter, Vice-Chair



Jim Snyder-Grant, Clerk

Francesca Arsenault

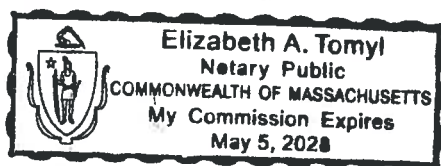


Himaja Nagireddy

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 13 day of September, 2020, before me, the undersigned notary public, personally appeared listed above, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.





Notary Public
My Commission Expires: 5/5/2028

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

Municipal Designation: Town

City or Town Name: Sudbury

Contact: Alice Sapienza, DBA

Contact Phone: 978 443 2878

Contact Email: alicesapienza@verizon.net

Compact Signatory: Robert Haarde

Signatory Title: Chair, Board of Selectmen

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

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

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

Why did you choose this best practice?

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

Studies of individual MAGIC towns underscore the urgency of transportation needs, such as the recently completed livable assessment of Sudbury:

- 42% of residents with a participation limitation reported they “had missed, canceled, or rescheduled a medical appointment due to lack of transportation.”
- Nearly half of residents 60+ are not satisfied with their “ability to get where they want to go.”
- When questioned in a public forum on results, the principal investigator answered that the town’s biggest need was “transportation.”

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

- Almost 25% of Carlisle residents age 65 or older have a disability.

- More than 50% of those with a disability noted that they had problems with mobility.
- Nearly 50% of residents did not have a relative nearby to rely upon for help.
- More than 50% of survey respondents had concerns about the lack of transportation options.
- To improve transportation, the assessment recommended exploring pooling of resources and funding opportunities.

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

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

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

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

What assistance would you need to accomplish this best practice?

A unique challenge this pilot seeks to address is transportation for non-drivers, who live in rural towns and “rural” areas of suburban communities. A new report from AARP stated: “Rural areas are aging at a faster rate than the general population; [and] older adults also disproportionately live in rural areas.... [Aging] in place can prove difficult in rural regions where spread-out geographies and a lack of public transportation make accessing needed supportive services and amenities difficult.”

Indeed, the above data illustrate that our target population is at risk of isolation, loss of work, reduced access to medical care, etc. Our pilot is thus designed to address the gaps and, simultaneously, to collect demand data that can help regional transit authorities provide effective and cost-efficient services in the future. By partnering with vehicle providers that utilize appropriate dispatch and operational software, the collaborating communities will finally be able to quantify such data as ride numbers, destinations, points of origin, time, etc. At the end of the pilot, we expect to identify potential hubs and fixed route services that regional transit authorities could serve economically and, at the same time, increase equity and inclusiveness as features of age and dementia friendly communities.

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

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

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

- Identify “small win” options within and across towns addressing priority needs, pressing gaps, and key preferences.
- Determine target subgroups, geographic coverage, eligible pickup locations and destinations, days, hours, etc., and rider eligibility requirements.
- Develop policies, including interjurisdictional agreements among participating municipalities (likely in the forms of memoranda of agreements) and, with MAPC, determine clear roles among the agencies.
- Procure project manager to oversee daily operations of the pilot.
- Create a list of possible taxi, bus, livery and TNC providers and intersections with Council on Aging and RTA services (see Task 2).
- Describe same-day, door-to-door options in detail.
- Outline Plan/Do/Study/Act (PDSA) continuous quality improvement policies and processes for each option. This includes marketing and outreach plans to help spread the word of the new services.

Implementation of this pilot will help fill gaps in existing public transit services within the MAGIC subregion for weekday needs such as medical trips, employment, and social services, as well as connections to existing transit and paratransit services. Other gaps to be addressed are evening and weekend transportation needs. The steering committee will establish policies informing rules for trip eligibility, rider eligibility, geographic guidelines (eligible trip origins, destinations, etc.), time of day rules, and maximum trip lengths and subsidies. A major objective is to find ways to extend the reach of existing transit services (local shuttles, buses, and commuter rail), and particularly serve areas without transit service, and not switch transit trips to ride-hailing. Included in this goal is the provision of a sizable proportion of shared rides, to be determined by the steering committee and embedded in emerging policies and procedures.

Implementation will include coordination with area RTAs and Councils on Aging and surveys of pilot participants, to ensure the program provides additional coverage and does not shift riders from existing services. As needed, the pilot will always be subject to modification of implementation policies and practices, to ensure it meets program goals.

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

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

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

Task 3. Implementation of Pilot and Monitoring of Progress: As noted above, a Plan/Do/Study /Act process of continuous improvement will assure real-time effectiveness and efficiency. Be-

cause of the latter process, data sharing on rides, including origins and destinations, time of day, trip types, and costs are important components, and a data sharing agreement will be a key portion of the contract with the vendor. Given the importance of the customer in transit endeavors, rider surveys and other forms of feedback will be instituted. MAPC will provide additional technical support on the data analysis and rider surveys, along with steering committee members with quality improvement expertise.

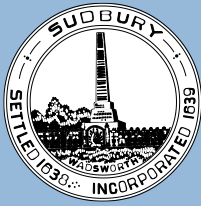
Task 4. Pilot Assessment and Development of Future Initiatives: At the end of the pilot, the steering committee will review data from all PDSA documentation, provide summary analytics, and compile lessons learned. The data on trip demands will be a critical input to developing future initiatives that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

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

- Project manager (part time), to manage initiative tasks and subtasks, reporting to the steering committee. Because this is a multi-jurisdictional pilot, it is vital to have one individual identified as responsible for day-to-day operations. This individual will work with the steering committee as a whole and with each individual participating municipality on rider and trip eligibility, cost sharing arrangements, and provide assistance in booking trips and monitoring the data to ensure the pilot is meeting its goals. The eligible project manager will be an individual with municipal and transportation operations expertise. While this individual will likely be a municipal employee or contractor with one of the participating municipalities, we expect this individual will have several temporary spaces from which to work and travel among the towns. *Cost: \$45,000, to cover labor and travel expenses.*
- Marketing and outreach staff for the towns. In these rural communities, many of the proposed transportation services are new. To ensure effectiveness of the pilot, research shows that communication, advocacy, and customer support are vital. Although printed materials and social media will be an important component, we propose having individuals who know and understand riders and can provide help as needed to serve as community advocates. Some advocates may live in affordable developments in the towns; others may be retired seniors active in their communities. They can help book trips, coordinate with the vendors, and (under supervision of the project manager) compile customer input for the steering committee. *Cost: \$15,000 to support part time labor, plus travel, printing, and other direct costs.*

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

Additional details for this application may be found in the following document: “E&R grant exhibit 1”



SUDBURY SELECT BOARD

Tuesday, January 4, 2022

CONSENT CALENDAR ITEM**19: Approve acceptance of \$10K grant for Electronic Poll Pads**REQUESTOR SECTION

Date of request:

Requestor: Town Clerk Beth Klein

Formal Title: Vote to accept a grant from the Commonwealth of Massachusetts in the amount of \$10,000 for the purchase of Poll Pads to be used by the Town Clerk's office at elections and Town Meetings, and to further authorize the Town Manager to accept said funds on behalf of the Select Board.

Recommendations/Suggested Motion/Vote: Vote to accept a grant from the Commonwealth of Massachusetts in the amount of \$10,000 for the purchase of Poll Pads to be used by the Town Clerk's office at elections and Town Meetings, and to further authorize the Town Manager to accept said funds on behalf of the Select Board.

Background Information:

In April 2021, Representative Carmine Gentile notified the Town that he included in the FY22 State budget a request for \$10,000 to be used to purchase six electronic poll pads. The State has notified the Town that the funds are available and will be released once the Town has completed the purchase and received the poll pads. A copy of the agreement is attached. The additional poll pads, which are used for check-in, will enable each precinct to have two poll pads each to speed up check-in during elections.

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

01/04/2022 6:15 PM



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Sudbury and d/b/a:		COMMONWEALTH DEPARTMENT NAME: Exec Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4): 278 OLD SUDBURY RD, Sudbury MA 01776-1843		Business Mailing Address: 24 Beacon St., Room 373, Boston, MA, 02133	
Contract Manager: Henry Hayes	Phone: (978) 639-3381	Billing Address (if different):	
E-Mail: HayesH@sudbury.ma.us	Fax: 978-443-0756	Contract Manager: Debora Collins	Phone: 617-413-1301
Contractor Vendor Code: VC6000191996		E-Mail: debora.collins3@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY22TOWNOFSUDBURYANF	
		RFR/Procurement or Other ID Number: Not applicable	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$10,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Funding to fulfill earmark in line item 1599-0026 "provided further, that not less than \$10,000 shall be expended for electronic poll pads for the town of Sudbury."			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____ a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>7 DEC 2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Henry Hayes Print Title: Town Manager		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>12/9/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Daniel Shark Print Title: Chief Financial Officer	

From: [Collins, Debora \(ANF\)](#)
To: [Hayes, Henry](#)
Cc: [Shark, Daniel \(ANF\)](#)
Subject: Town of Sudbury contract
Date: Thursday, December 2, 2021 10:48:02 AM
Attachments: [Sudbury Contract Draft.docx](#)

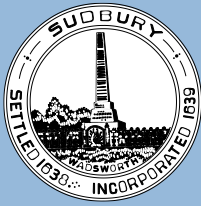
Good Afternoon,

Attached please find the draft Commonwealth's Standard Contract form for the \$10,000 earmark to the Town of Sudbury for electronic poll pads. Please review the document to be sure that the correct address and vendor code has been used. Also, can you please add your telephone number to the word document or you can the number to me and I will add it and resend the document to you.

If everything is correct, please sign the document and write the date on the document by hand. Once signed, please scan the document back to me and Dan Shark, the ANF CFO. Once he signs the contract I will send you a scanned copy of the completed document along with billing instructions. Please feel free to call me with any questions.

Thank you.
Debora

Debora Collins
 Executive Office for Administration and Finance
 Senior Financial Advisor
 Mobile: 617-413-1301
 Email: Debora.Collins3@mass.gov



SUDBURY SELECT BOARD

Tuesday, January 4, 2022

CONSENT CALENDAR ITEM**20: Sudbury Foundation grant acceptance \$1140**REQUESTOR SECTION

Date of request:

Requestor: Marilyn Martino, Sudbury Foundation Exec. Director

Formal Title: Vote to accept a grant from the Sudbury Foundation in the amount of \$1140 to purchase signage for two new water bottle filling stations at Feeley and Featherland fields.

Recommendations/Suggested Motion/Vote: Vote to accept a grant from the Sudbury Foundation in the amount of \$1140 to purchase signage for two new water bottle filling stations at Feeley and Featherland fields.

Background Information:
attached letter from Marilyn Martino of Sudbury Foundation

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

01/04/2022 6:15 PM



THE SUDBURY FOUNDATION

Trustees

Miner A. Crary
Bill Spencer
Jill M. Stansky
Tracy L. Stewart
Bank of America, N.A.

Trustee Emeritus
Richard H. Davison

Staff

Marilyn Martino
Executive Director
Tricia Brunner
Operations Manager

December 22, 2021

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2021 DEC 23 P 1:04

Mr. Henry Hayes, Jr.
Town Manager
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

Dear Henry:

On behalf of the Sudbury Foundation, I am delighted to enclose a grant check for \$1,140 to purchase signage for the new Water Bottle Filling Stations at Feeley and Featherland fields as proposed by Sudbury resident Kelly Devaney.

Also enclosed is a Grant Acknowledgment Form describing the conditions of a Sudbury Foundation grant. Please sign and return one copy of the Form at your convenience. The second copy is included for your records.

As a condition of the grant award, the Sudbury Foundation requires a financial and programmatic report within one year of receipt of the grant check or when the project is complete. For your reference, we have enclosed a grant report outline.

Henry, the trustees of the Foundation are pleased to support this effort which encourages conservation in Sudbury. We applaud Ms. Devaney's efforts in stewarding the project over several years.

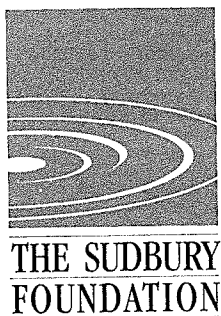
Best regards,

Marilyn Martino

Marilyn Martino
Executive Director

cc: Kelley Devaney

enclosure



GRANT ACKNOWLEDGEMENT - ONE YEAR GRANT

Organization: Town of Sudbury
 Purpose: To purchase signage for two outdoor water bottler fillers at Featherland and Feeley fields.

Total Grant Amount: \$1,140	Length of Grant: 1-time
Award Date: December 9, 2021	Payment Date: December 22, 2021

Conditions of a Sudbury Foundation grant:

- Grant funds will be used expressly for the purposes and objectives specified in the grant proposal.
- The Foundation should be notified immediately of significant changes in the management of the organization, the project manager or the project itself.
- The Foundation requires a financial statement and programmatic report describing the way in which the funds were spent and giving an appraisal of the results achieved.

Grant reports should be submitted to the Foundation upon completion of the project or within one year of receiving the grant award, whichever comes first. In some cases, the Foundation may request a Year Two report.

- It is understood that any portion of this grant not needed for the designated purpose will be repaid to the Foundation in a timely manner unless permission to do otherwise is expressly given by the Trustees.
- In all public statements, please acknowledge this grant as a gift from the Sudbury Foundation.

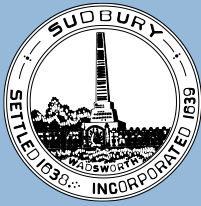
* * *

We hereby acknowledge receipt from the Sudbury Foundation of the grant described above and agree to the conditions set forth in this Grant Acknowledgement form.

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

The executive director or board chair must sign this form. Please return the signed original to the Sudbury Foundation, 326 Concord Road, Sudbury, MA 01776. A second copy has been provided for your records.

12/15/2021

**SUDBURY SELECT BOARD**

Tuesday, January 4, 2022

CONSENT CALENDAR ITEM**21: Sudbury Foundation grant acceptance \$5000****REQUESTOR SECTION**

Date of request:

Requestor: Marilyn Martino, Sudbury Foundation Exec. Director

Formal Title: Vote to accept a grant from the Sudbury Foundation in the amount of \$5000 to enable the Sudbury Diversity, Equity and Inclusion (DEI) Commission to engage consultant Nicholas Argo in a storytelling project addressing racism and identity-based treatment in Sudbury.

Recommendations/Suggested Motion/Vote: Vote to accept a grant from the Sudbury Foundation in the amount of \$5000 to enable the Sudbury Diversity, Equity and Inclusion (DEI) Commission to engage consultant Nicholas Argo in a storytelling project addressing racism and identity-based treatment in Sudbury.

Background Information:
attached letter from Marilyn Martino of Sudbury Foundation

Financial impact expected:

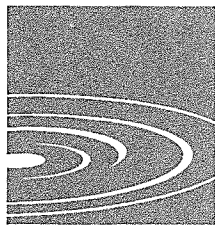
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

01/04/2022 6:15 PM



THE SUDBURY FOUNDATION

Trustees
Miner A. Crary
Bill Spencer
Jill M. Stansky
Tracy L. Stewart
Bank of America, N.A.

Trustee Emeritus
Richard H. Davison

Staff
Marilyn Martino
Executive Director
Tricia Brunner
Operations Manager

December 22, 2021

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2021 DEC 23 P 1:05

Mr. Henry Hayes, Jr.
Town Manager
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

Dear Henry:

On behalf of the Sudbury Foundation, I am delighted to enclose a grant check for \$5,000 to enable the Sudbury DEI Commission to engage consultant Nichole Argo in a DEI storytelling project addressing racism and identity-based treatment in Sudbury.

Also enclosed is a Grant Acknowledgment Form describing the conditions of a Sudbury Foundation grant. Please sign and return one copy of the Form at your convenience. The second copy is included for your records.

As a condition of the grant award, the Sudbury Foundation requires a financial and programmatic report within one year of receipt of the grant check or when the project is complete. For your reference, we have enclosed a grant report outline.

Henry, the trustees of the Foundation are pleased to support this important project.

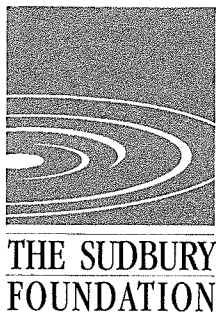
Best regards,

Marilyn Martino

Marilyn Martino
Executive Director

cc: Stephanie Oliver

enclosure



GRANT ACKNOWLEDGEMENT - ONE YEAR GRANT

Organization: Town of Sudbury
 Purpose: To fund a Racial Equity and Inclusion project organized by the Town of Sudbury's DEI Commission.

Total Grant Amount: \$5,000	Length of Grant: 1-time
Award Date: December 9, 2021	Payment Date: December 22, 2021

Conditions of a Sudbury Foundation grant:

- Grant funds will be used expressly for the purposes and objectives specified in the grant proposal.
- The Foundation should be notified immediately of significant changes in the management of the organization, the project manager or the project itself.
- The Foundation requires a financial statement and programmatic report describing the way in which the funds were spent and giving an appraisal of the results achieved.

Grant reports should be submitted to the Foundation upon completion of the project or within one year of receiving the grant award, whichever comes first. In some cases, the Foundation may request a Year Two report.

- It is understood that any portion of this grant not needed for the designated purpose will be repaid to the Foundation in a timely manner unless permission to do otherwise is expressly given by the Trustees.
- In all public statements, please acknowledge this grant as a gift from the Sudbury Foundation.

* * *

We hereby acknowledge receipt from the Sudbury Foundation of the grant described above and agree to the conditions set forth in this Grant Acknowledgement form.

Signature: _____

Print Name: _____

Title: _____

Date: _____

The executive director or board chair must sign this form. Please return the signed original to the Sudbury Foundation, 326 Concord Road, Sudbury, MA 01776. A second copy has been provided for your records.

12/15/2021