

SUDBURY SELECT BOARD
TUESDAY AUGUST 9, 2022
7:00 PM, ZOOM

| Item # | Time | Action | Item |
|----------------------|---------|-------------|---|
| | 7:00 PM | | CALL TO ORDER |
| | | | Opening remarks by Chair |
| | | | Reports from Town Manager |
| | | | Reports from Select Board |
| | | | Public comments on items not on agenda |
| MISCELLANEOUS | | | |
| 1. | | | Meet with selected Town Manager Search Firm (Community Paradigm Associates) to discuss timeline and next steps. |
| 2. | | | Discuss request from student Evan Tisdale regarding a bike track. |
| 3. | | <i>VOTE</i> | Interview two candidates for appointment to the Commission on Disability. Following interviews, vote whether to appoint Cameron LaHaise, 195 Horse Pond Road, for a term expiring 5/31/25, and Jean Nam, 81 Newbridge Road, for a term expiring 5/31/23. |
| 4. | | <i>VOTE</i> | Discussion and vote whether or not to exercise the Town's right of first refusal to purchase the deed restricted affordable dwelling unit at 4 Longfellow Road, and inform the Department of Housing and Community Development. Adam Duchesneau, Director of Planning & Community Development, to attend. |
| 5. | | <i>VOTE</i> | Vote to accept grant award from MassTrails (through the Department of Conservation and Recreation) for \$240,000 to hire consultants to prepare feasibility study, conceptual plans and designs for the extension of the Bruce Freeman Rail Trail to the CSX corridor. Said funds are reimbursable and will utilize \$60,000 (20%) of Town CPA funds from Article 48 of the 2022 ATM as required match, to be used at the discretion of the Town Manager. |
| 6. | | <i>VOTE</i> | Vote to approve execution by the Interim Town Manager of an Agreement for Technical Services between the Town of Sudbury and Fuss & O'Neill, Inc. for professional consulting services for engineering during the construction phase of the Bruce Freeman Rail Trail (BFRT), Phase 2D (#608164) and any documents relative thereto. |

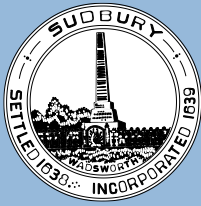
These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Some items may be taken out of order or not be taken up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

| Item # | Time | Action | Item |
|-------------------------|------|-------------|--|
| 7. | | <i>VOTE</i> | Vote to approve execution by the Interim Town Manager of an Agreement for Technical Services between the Town of Sudbury and Fuss & O'Neill, Inc. for professional consulting services for transportation engineering and planning to advance the next phase of the Bruce Freeman Rail Trail (BFRT) feasibility evaluation, conceptual development, and cost analysis for the former CSX Corridor and any documents relative thereto. |
| 8. | | | Vocational Education update by Board Member Lisa Kouchakdjian |
| 9. | | <i>VOTE</i> | Vote to review and possibly approve the open session minutes of 6/14/22. |
| 10. | | | Public Comments (cont) |
| 11. | | | Upcoming agenda items |
| CONSENT CALENDAR | | | |
| 12. | | <i>VOTE</i> | Vote to appoint Election Officers for a one-year term, commencing August 15, 2022 and ending August 14, 2023, as recommended by the Democratic and Republican Town Committee Chairs and the Town Clerk. |
| 13. | | <i>VOTE</i> | Vote to sign the Sept. 6, 2022 State Primary Election Warrant as requested by Beth Klein, Town Clerk. |
| 14. | | <i>VOTE</i> | Vote to approve award of contract by the Interim Town Manager to Woodard & Curran, 250 Royall Street., Suite 200E, Canton, MA 02021, for engineering consulting services relative to the EPA Phase 2 MS4 Permit compliance and other stormwater related tasks, and further, to approve the execution of any documents related to MS4 permitting continuation thereafter by the Interim Town Manager or Town Manager as applicable. |
| 15. | | <i>VOTE</i> | Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM" granted by Gary Bennos and Laura Bennos, owners, for stormwater system maintenance purposes upon the property at Lot 42 Fox Hill Drive. |
| 16. | | <i>VOTE</i> | Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM" granted by James G. Brolly, Trustee 26 Baker Street Realty, owner, for stormwater system maintenance purposes upon the property at 25, 35, 45, and 55 Widow Rites Lane. |
| 17. | | <i>VOTE</i> | Discussion and vote to approve amended Appointment Policy for positions appointed by the Select Board and Town Manager. |

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.

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| 18. | | <i>VOTE</i> | Vote to accept the resignation of Capital Improvement Advisory Committee member, David Kunkle, 32 Pine Street, effective 7/31/22, and send a thank you letter for his service to the Town. |
| 19. | | <i>VOTE</i> | Pursuant to Article 16 of the 2021 Annual Town Meeting for the construction of the housing/living addition and connection to Fire Station No. 2, VOTE: upon presentation of and approval of Town Counsel, to execute acceptance of an easement as granted by BPR National Development (Owner) over the Owner's adjacent paved private way and through and across its unpaved property to allow access to and for the Town's intended walkway and driveway construction and use. |

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**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**1: Meet with selected Town Manager Search Firm****REQUESTOR SECTION**

Date of request:

Requestor: Chair Russo

Formal Title: Meet with selected Town Manager Search Firm (Community Paradigm Associates) to discuss timeline and next steps.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

08/09/2022 7:00 PM

Town of Sudbury
Town Manager Recruitment (rev 8/5/22)
Projected Timeline (based upon 8/8/22 Start)

| Activity / Week Of | 8/8 | 8/15 | 8/22 | 8/29 | 9/5 | 9/12 | 9/19 | 9/26 | 10/3 | 10/10 | 10/17 | 10/24 | 10/31 | 11/7 |
|--|-----|------|------|------|-----|------|------|------|------|-------|-------|-------|-------|------|
| Week # | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| Preparation | | | | | | | | | | | | | | |
| Introductory Meeting to Review Process | | | | | | | | | | | | | | |
| 1 Consultation with Select Board | | | | | | | | | | | | | | |
| 2 Supporting Information Gathered | | | | | | | | | | | | | | |
| 3 Position Profile/Recruitment Brochure Preparation | | | | | | | | | | | | | | |
| Review Profile with Select Board | | | | | | | | | | | | | | |
| 4 Advertisements and Recruitment | | | | | | | | | | | | | | |
| Review of Applications | | | | | | | | | | | | | | |
| 5 Resumes Received and Initial Review | | | | | | | | | | | | | | |
| 6 Selection of Semi-Finalists w/ Screening Committee | | | | | | | | | | | | | | |
| Initial Interviews | | | | | | | | | | | | | | |
| 7 Interviews and Selection of Finalists by Screening Committee | | | | | | | | | | | | | | |
| 8 Reference and Background Review | | | | | | | | | | | | | | |
| 9 Referral of Finalists | | | | | | | | | | | | | | |
| Select Board Interviews of Finalists | | | | | | | | | | | | | | |
| 10 Select Board Interviews of Finalists | | | | | | | | | | | | | | |
| Staff Interaction with Finalists (Optional) | | | | | | | | | | | | | | |
| Community Forum (Optional) | | | | | | | | | | | | | | |
| 11 Selection by Select Board and Negotiation of Contract | | | | | | | | | | | | | | |



COMMUNITY PARADIGM ASSOCIATES, LLC

Sudbury Department Questionnaire

Thank you for your participation in creating a Position Statement as part of the search for Sudbury's next Town Manager. Below are a few questions pertaining to information that will prove helpful throughout the Town Manager search process. **Please submit completed questionnaire to: sflaherty@communityparadigm.com by August 17, 2022.** *(Please click on the gray text to use fillable answer area.)*

Department Name: ___Dept___

Department Director/Manager Name: ___Name___

Department Director/Manager Phone #: ___Phone #___

Department Director/Manager Email: ___Email___

1. What is your Department's FY23 budget? ___\$\$___

2. How many staff members are in your Department?

Full-time: ___#___ Part-Time: ___#___ Vacant: ___#___ Seasonal: ___#___
On-Call: ___#___

3. Does your Department have any collective bargaining units? If so, how many?

Click here to enter text.

4. Is your Department part of Civil Service? Yes ___☐___ No ___☐___

5. How would you rate the facility or building that houses your department in terms of condition, space, and functionality?

Click here to enter text.



6. Does your Department have any major capital needs?

Click here to enter text.

7. What are the current major projects/initiatives in your Department?

Click here to enter text.

8. What do you feel are the major projects/issues the community is currently facing?

Click here to enter text.

9. What specific skills and experience do you believe Sudbury's next Town Manager needs to possess? (Ex.: financial management, sustainability, communications, personnel administration, economic development, etc.)

Click here to enter text.

10. What are some of the characteristics you believe the next Town Manager should have? (Ex.: collaborative, active listener, team builder, innovative, strategic, etc.)

Click here to enter text.



11. Is there any other information you would like to share related to the search for Sudbury's next Town Manager?

Click here to enter text.

12. If you would like to have a one-on-one conversation regarding the search and the skills and experience desired in the next Town Manager, please list potential dates and times below. Community Paradigm will contact you to confirm a specific date and time.

Click here to enter text.



Sudbury Town Manager Screening Committee

Committee Charge

The Town Manager Screening Committee is responsible for presenting the names of 3-4 individuals, who shall be considered finalists, to the Sudbury Select Board for consideration as appointment as the Town Manager of Sudbury. The Screening Committee members shall use their best judgment and understanding of the criteria for selection of the Town Manager that is outlined in the Position Statement that has been prepared by the Town's recruitment consultant with the input and information of the Select Board and other town officials; and that will be utilized in conducting outreach to solicit candidates for the position. The Screening Committee shall work collaboratively with the Town's recruitment consultant in executing their responsibilities.

The Screening Committee's work shall include:

1. Meet to choose a committee Chairperson and Clerk
2. Meet with the Town's Recruitment Consultant to discuss questions regarding the Position Statement, review process of interviews, discuss questions as prepared by recruitment consultant and possible additional questions, and set interview dates.
3. Receive and review resumes of Semi-finalists as presented by the recruitment consultant.
4. Conduct interviews of selected candidates utilizing established questions.
5. Compare the experience, qualifications, and interview performance of candidates to identify and choose up to 4 unranked finalists for presentation to the Select Board, contingent upon a satisfactory reference background review by the recruitment consultant.
6. Meet with the recruitment consultant, as needed, to review the outcome of the reference and background checks.
7. Chairperson meets with the Select Board to present names and resumes of the Finalists for consideration and selection as Town Manager.

It is anticipated that the work of the Screening Committee will be completed within four weeks of the first meeting, as called by the Town's recruitment consultant. The Committee shall function as a governmental body of the Town as defined in the Massachusetts Open Meeting Law and utilize the provisions of said law pertaining to Executive Session in order to act in the best interests of the Town. To the extent permitted by law, the Screening Committee shall maintain the names and any information about the candidates in strict **confidence** until it votes its recommendations. Names and information pertaining to candidates not chosen as Finalists shall be retained as **confidential**.

Sudbury Town Manager Search: Community Survey

Thank you for participating in this community survey to help identify the desired experience and attributes of Sudbury's next Town Manager. Your opinions will assist the recruitment consultant and the Town Manager Screening Committee as they identify candidates and work to narrow the field to a small group of finalists to submit to the Select Board. This survey will remain open through August 31, 2022.

1. Full Name (Optional)

2. Street Address (Optional)

3. 1. Which of the following professional qualifications do you believe are most essential to perform the work of Town Manager in Sudbury? Please select up to five.

Check all that apply.

- ☐ Financial management experience
- ☐ Strong communication skills
- ☐ Experience as a Town Manager or Administrator
- ☐ Experience in supporting diversity, equity, inclusion, belonging, and accessibility
- ☐ Experience in working on sustainability
- ☐ Experience with organizational change
- ☐ Human resources/personnel management experience
- ☐ Demonstrated success in working collaboratively with boards, committees, community stakeholders, and the business community
- ☐ Economic development experience
- ☐ Experience with project management
- ☐ Collective bargaining experience
- ☐ Other: _____

4. 2. Which of the following personal characteristics do you believe are most essential to perform the work of Town Manager in Sudbury? Please select up to four.

Check all that apply.

- ☐ Collaborative
- ☐ Innovative
- ☐ Communicative
- ☐ Strategic
- ☐ Decisive
- ☐ Inclusive
- ☐ Approachable
- ☐ Energetic
- ☐ Sense of humor
- ☐ Honest and ethical
- ☐ Other: _____

5. 3. What challenges and opportunities do you believe are most critical for the Town Manager to be able to address? Please select up to five.

Check all that apply.

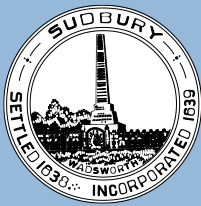
- ☐ Maintaining financial stability
- ☐ Building a strong Town government organization
- ☐ Maintaining/strengthening communication and engagement with residents
- ☐ Building a strong local economy
- ☐ Maintaining Town infrastructure
- ☐ Prioritizing public safety
- ☐ Creating a welcoming environment for all
- ☐ Working to build a sustainable community
- ☐ Other: _____

6. 4. The most important thing a new Town Manager should know about Sudbury is:

7. 5. What other information do you believe we should know in our search for a new Town Manager?

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Google Forms



SUDBURY SELECT BOARD

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**2: Request from student re: bike track****REQUESTOR SECTION**

Date of request:

Requestor: Chair Russo

Formal Title: Discuss request from student Evan Tisdale regarding a bike track.

Recommendations/Suggested Motion/Vote:

Background Information:

July 25, 2022 email from Evan Tisdale:

*Dear Town Manager,**I am Evan Tisdale and i am writing this email to ask you a question. Ive been hearing that a bunch of people in my grade and grades above me would like to have a BMX track in the town of Sudbury so that we do not have to travel to find one. I am not sure if the town has land to do this, but if it's possible all I would ask from you is some land to build it on and maybe a bobcat or small machine to help us build. The best land for this type of activity is land without too many trees. One idea we had is possibly the land by Featherland that the town is wondering how to use. I think it is called Broad Acre Farm.**I think you should consider this because right now me and many other people would really appreciate something like this nearby and have a lot of fun. I am happy to get signatures in support of this project if that is helpful.**Is there a certain town committee or department that I should be in touch with to consider this project further? Let me know any guidance you might have for me and if you think this might be possible.**Thanks!**Evan (rising 7th grader at Curtis)*

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Evan Tisdale, 7th grade student

Review:

Select Board Office

Pending

Town Manager's Office
Town Counsel
Select Board
Select Board

Pending
Pending
Pending
Pending

08/09/2022 7:00 PM

BMX BIKE COURSE PROJECT PROPOSAL**August 3, 2022**

Here are photos of some examples of other similar types of BMX bike courses.



WHY

- Covid kids got used to be out and about again
- Need somewhere safe to ride and also have fun
- Use for many ages
- Allows kids who are outdoorsy to have an unstructured activity and use their creativity and socialize with kids like them

I thought it would be a fun thing to do and make a lot of kids happy in the town to be able to go somewhere to have fun and ride their bikes

- Right now we have to travel to other towns and we can't bike there

WHO

- We can collect signatures in support, but we think kids from ages 4-adults would enjoy the space
- We can make different levels of difficulty so the little ones can learn
- Toddlers can ride their balance bikes or bring their dirt toys to play in the dirt and pretend they're doing construction.

WHERE

- Approximately 1 acre so we don't run out of space. It is okay if it is a little less though.
- Clear of too many trees
- Not too remote so that people feel safe there
- Parking not too far away for kids who can't bike there on their own
- Flat land that has no big rocks or hills

WHAT

- Need a Bobcat to help dig the tracks and if possible and a hose
- Possibly some tarps to cover the jumps during the winter

WHEN

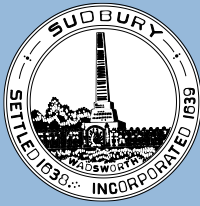
- Any time! Most likely in the fall, but as soon as possible.

SUPPORT FOR BIKE TRACK

1. Julian Verwijs
2. Alex Mobasseleh
3. Howard Lenow
4. Niko Tzouganatos
5. Grant Tholander
6. Beckett Krauss
7. Dino Tzouganatos
8. Gary Ayala
9. Logan Maghaleas
10. Ezra Bloomstein
11. Ethen Cohen
12. Mathew Cohen
13. Stephanie Cohen-Mongeon
- 14 Sam Mongeon
- 15 Nick Mongeon
- 16 Chris Mongeon

(With more time I can get more supporters for this project.)

Thank you and I appreciate your consideration.

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**3: Interview candidates for Commission on Disability****REQUESTOR SECTION**

Date of request:

Requestor: Interim Town Manager

Formal Title: Interview two candidates for appointment to the Commission on Disability. Following interviews, vote whether to appoint Cameron LaHaise, 195 Horse Pond Road, for a term expiring 5/31/25, and Jean Nam, 81 Newbridge Road, for a term expiring 5/31/23.

Recommendations/Suggested Motion/Vote: Interview two candidates for appointment to the Commission on Disability. Following interviews, vote whether to appoint Cameron LaHaise, 195 Horse Pond Road, for a term expiring 5/31/25, and Jean Nam, 81 Newbridge Road, for a term expiring 5/31/23.

Background Information:

Attached resumes and applications

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM

TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT TO
COMMISSION ON DISABILITY

BOARD OF SELECTMEN
 278 OLD SUDBURY ROAD
 SUDBURY, MA 01776

FAX: (978) 443-0756
 E-MAIL: selectmen@sudbury.ma.us

Name:

Cameron LaHaise

Brief resume of background and experience: Six years as Executive Director of the Down Syndrome Association of Central Texas. Responsibilities included: advocacy (inclusion, civil rights, legislative), fundraising, community engagement, partnerships, marketing/awareness. Currently, Executive Director at Harvard Business School Healthcare Alumni Association.

Address:

195 Horse Pond Rd. Sudbury MA 01776

Home phone:

Work phone:

Years lived in Sudbury:

3.5 yrs

E-Mail Address:

Municipal experience (if applicable): At DSACT (Down Syndrome Association of Central Texas) worked with activists and state legislators to advance legislation for the Down Syndrome community. Long-time lifeguard/swim instructor for OCR during my youth.

Educational background:

University of Massachusetts: BA in English and Certificate in Public Health Policy and Administration

Employment and/or other pertinent experience: 2016 AFP Chamberlain Scholar.

2018 Selection Committee for Div. Inc., Champions of Change. Div. Inc. [Diversity and Inclusion in Entrepreneurship]

I consider myself disabled: ☐ Yes ☒ No

I am (circle where appropriate) the spouse, sibling, parent, other relative, of a person with disabilities.

Reason for your interest in serving/areas of interest for people with disabilities:

Much of my career has been dedicated to equity and inclusion for people with disabilities. My current position focuses more on healthcare and I am eager to continue serving and advocating for this community.

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

Flexible all days/nights.

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

NO

CL

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

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

I hereby submit my application for consideration for appointment to the Commission on Disability.

Signature

Cameron E. LaHaise

Date

5/28/2022

Rev. 5/12

Dear Town Manager Hayes and Members of the Commission on Disability:

I'm excited to submit this application for appointment to the Commission on Disability. I have spent much of my career advocating for people with disabilities, most notably, as the Executive Director for the Down Syndrome Association of Central Texas. In my professional life, I have broad experience in areas relevant to the COD, including: advocacy, awareness building, community partnerships, developing programs, event management, board and financial management, and more.

[REDACTED] Advocating [REDACTED] gave me a new perspective on disabilities even though I had spent years immersed in and serving this community.

As my career has evolved [REDACTED], it has become even more important to me to continue to advocate for people with disabilities. I am eager to volunteer my time, passion, and experience to this cause in Sudbury. I am also ready to learn more about, and work on, both the challenges and opportunities Sudbury faces in this area.

I was inspired by the mission statement of the COD; to promote equal access to all aspects of community life for individuals in Sudbury living with disabilities by helping the Town identify barriers, by collaborating to have them removed, and by promoting self-advocacy. I know I can contribute in ways that will advance the mission.

On page 2, are some links to my relevant experience. I look forward to speaking with you soon, and am excited to attend the June 2nd meeting of the COD to learn more about the Americans with Disabilities Act from the Massachusetts Office on Disability, as well as the many other important items on the agenda.

Thank you for your consideration,
Cameron LaHaise

[REDACTED]

[REDACTED]

Relevant Professional Experience

Cameron LaHaise LinkedIn

Down Syndrome Association of Central Texas (DSACT)

Awareness/Advocacy: CBS Austin Interview

Legislative Advocacy: HB3374: Down Syndrome Information Act

Stakeholder Comments: TX State Plan: Implementation of Every Student Succeeds Act

Inclusion/Events: Stars at the Trail

Harvard Business School Healthcare Alumni Association (HBSHAA)

Relevant Programs and Events:

HEALTH EQUITY MINDSET IN ACTION, Mar 8

Patricia Mae Doykos, PhD, Lead, Health Equity Initiative and Director, BMS Foundation at Bristol Myers Squibb

Dr. Olajide Williams, Professor of Neurology (with Tenure), Chief of Staff of Neurology, Co-Chair Columbia University Irving Medical Center Anti-Racism Task Force, Co-Director Columbia University Wellness Center. Founder Hip Hop Public Health

Melinda B. Gould, Founder, 40 West Advisors, MBA 1991

Moderator, **Patricia Martone Carrolo**, General Manager, IBM Global Healthcare and Life Sciences, HBSHAA Board, MBA 1991

Addressing Health Disparities: Moving from Insights to Action, September 15th Session

Sreekanth Chaguturu, M.D., Senior Vice President and, Chief Medical Officer, CVS Caremark

Jean Nam

81 Newbridge Rd, Sudbury, MA 01776, [REDACTED]

Professional Summary

Motivated Project Manager with solid experience directing multidisciplinary teams. Strong written and relationship development skills.

Technology Skills

- Spreadsheets (MS Excel, Google Sheets)
- Documents (MS Word, Powerpoint, Google Docs, Slides, Jamboard, Pages, Canva, Preview)
- Website Design (Wordpress, Weebly, Square, Wix, Squarespace)
- Communications (Email, Mailchimp, Google Forms)

Experience

2017 to Present **Chairperson and Co-Founder - PlaySudbury - Sudbury, MA**

- Manages a \$1 million+ project to rebuild all four elementary school playgrounds in Sudbury.
- Coordinates the multidisciplinary team of municipal staff and volunteers.
- Point of contact with external vendors.
- Creates budgets, solicits quotes, advocates for town funding, and maintains fiscal oversight.
- Successfully secured \$250,000 in grant funding from multiple sources.

2006 to 2011 **Software Manager - Ikanos Communications - Fremont, CA**

- Developed automated debugging tools to enable engineers to remotely solve customer issues.
- Created a knowledge management strategy for interdepartmental communications.
- Communicated and collaborated with competitors in order to improve interoperability and develop international standards for the telecommunications industry.

1995-2006 **Manager and Business Team Interface - Analog Devices - Wilmington, MA**

- Defined project scopes and priorities with the business team.
- Formalized software releases, resourced projects, and integrated new team members.
- Initiated and implemented the software release process and testing framework.

Education

M.Eng and B.S in Electrical Engineering and Computer Science

Massachusetts Institute of Technology - Cambridge, MA

Additional Information

- Peter Noyes Elementary School PTO Webmaster
- Sudbury Family Network Webmaster
- Member Sudbury Finance Committee
- Member Community Preservation Committee
- Member Strategic Financial Planning Committee for Capital Funding
- Member Budget Strategies Task Force
- Friends of The Goodnow Library Board Member
- Volunteer for The Goodnow Library Foundation
- Sudbury Public Schools - Superintendent Screening Committee
- Sudbury Public Schools - Director of Student Services Screening Committee

Application Form**Profile**

Jean

First Name

O Nam

Middle Initial

Last Name

mail Address

81 NEWBRIDGE RD

Home Address

SUDBURY

Suite or Apt

MA
State01776
Postal Code

Mobile:

Alternate Phone

Question applies to multiple boards

MAY 2022 TERM EXPIRATION STATUS: Do you wish to be REAPPOINTED☒ Yes ☐ No**Which Boards would you like to apply for?**

Commission on Disability: Submitted

Sudbury Residency**# Years Lived in Sudbury**

10

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on this board or commission?

About 5 years ago the Sudbury Schools started a project to renovate our school playgrounds and make them ADA compliant and inclusive. I co-founded a non-profit, PlaySudbury which collaborated with SPS to bring this idea to fruition. At the beginning of the project, we realized that Sudbury's ADA assessment was out of date and began advocating to get it updated. Now that the town has completed the assessment, and is beginning work on making more ADA improvements, I am excited for the opportunity to take an active role in this process.

Please describe your experience pertinent to this board/committee.

Finance Committee (4 years) - I am familiar with the municipal budgeting process and the latest financial policies. This experience will help with prioritizing projects and developing proposals for funding suggestions. Community Preservation Committee (2-3 years) - I have been a member of CPC as well as a project proponent, so I have experience with the process of obtaining CPC funds. Some of the ADA proposed projects are CPC eligible. For example, improvements to the Flynn building may qualify for CPC funds because the Flynn building is a historic site. My experience on the FinCom and CPC will help to COD when trying to optimized and streamline the funding process. I have also written grants applications that resulted in \$250,000 for the playground ADA project.

Do you have previous municipal experience? If so, in what capacity have you served?

As described above, I have served on town committees - Finance Committee and CPC. I have also collaborated closely with SPS, DPW, and Facilities departments while we worked to complete the renovation of the 4 elementary school playgrounds. As a result, I have developed strong and proven working relationships with these town departments. Completing projects to improve our ADA compliance will be an interdisciplinary exercise, and having these trusted working relationships will help us to hit the road running.

What is your educational background?

Masters in Engineering from the Massachusetts Institute of Technology

N/A

Employer

Job Title

[Resume - JN.pdf](#)

Upload a Resume

Availability

When are you available to attend board/committee meetings? (Please select all that apply) *

- ☒ Weekday Mornings
- ☒ Weekday Evenings
- ☒ Weekends

Town Interest

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

No.

Signature Confirmation

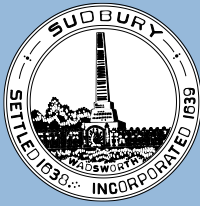
Check below to indicate that you have read, understand and agree to the following statement:

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

☒ I Agree

Fill in your name below to confirm: I hereby submit my application for consideration for appointment to the Board(s) or Commission(s) indicated above.

Jean O Nam

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**4: ROFR 4 Longellow Road****REQUESTOR SECTION**

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: Discussion and vote whether or not to exercise the Town's right of first refusal to purchase the deed restricted affordable dwelling unit at 4 Longfellow Road, and inform the Department of Housing and Community Development. Adam Duchesneau, Director of Planning & Community Development, to attend.

Recommendations/Suggested Motion/Vote: Discussion and vote whether or not to exercise the Town's right of first refusal to purchase the deed restricted affordable dwelling unit at 4 Longfellow Road, and inform the Department of Housing and Community Development. Adam Duchesneau, Director of Planning & Community Development, to attend.

Background Information:
see attached

Financial impact expected:

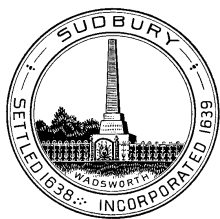
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM



Town of Sudbury

Planning & Community Development Department

pcd@sudbury.ma.us

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

www.sudbury.ma.us/pcd

Summary Points

Resale of 4 Longfellow Road

- The affordable dwelling unit at 4 Longfellow Road is up for resale. The owners provided their notice to the Town on July 20, 2022.
- 4 Longfellow Road was created by the Housing Trust under the Home Preservation Program in 2008 which 'converted' existing market rate homes into affordable restricted homes for first time homebuyers, placing a perpetual deed restriction on the property.
- The Town shares the Monitoring Agent authority with the Department of Housing and Community Development (DHCD), with DHCD playing the lead role. The Town must indicate to DHCD whether it chooses to locate an eligible purchaser or to purchase the dwelling unit itself under the Right of First Refusal (ROFR) provisions (or, as with other dwelling units in the past, assign this ROFR to the Sudbury Housing Authority).
- The deed rider provides for a 90-day window to find an eligible purchaser.
- The unit's resale price is \$297,224 (price to seller). Added to this price is a 2% resale fee of \$5,944, making the total purchase price to the new buyer **\$303,168**.
- Sudbury has 37 deed restricted ownership units at this time and there are none on the horizon.
- The Housing Trust has already invested approximately \$190,000 of Community Preservation Act funds in 4 Longfellow Road to purchase the dwelling originally. The house is a good opportunity for a first time home buyer.
- Almost 90% of Sudbury's deed restricted rental housing is leased to very low income tenants. Dwelling units such as 4 Longfellow Road provide a path to eventual market rate unit home ownership to these renters in the community.



Bk: 50755 Pg: 381 Doc: DEED
Page: 1 of 18 02/21/2008 12:17 PM

QUITCLAIM DEED

We, James A. Gardner, II and Jennifer L. Gardner, f/k/a Jennifer B. Lipson, husband and wife as tenants by the entirety, of Sudbury, Massachusetts, in full consideration of Three Hundred Forty Thousand and 00/100 (\$340,000.00) Dollars, the receipt of which is hereby acknowledged, hereby grant to

Jacob Lowenberg, individually, of 4 Longfellow Road, Sudbury, Massachusetts

with *QUITCLAIM COVENANTS*

the land in Sudbury with the buildings thereon bounded and described as follows:

NORTHERLY by Great Road, now known as Longfellow Road, 80 feet;
EASTERLY by Lot #1 as shown on said plan hereinafter mentioned 220.60 feet;
SOUTHERLY by land of Jean O'Brien as shown on said plan 104.16 feet;
WESTERLY by land of said Jean O'Brien as shown on said plan 200.10 feet; and
NORTHWESTERLY land of said Jean O'Brien as shown on said plan 38.04 feet.

Containing 23,181 square feet of land according to said plan and being shown as Lot #2 on a plan entitled "Plan of Land in Sudbury, Mass." Owned by Jean O'Brien dated May 22, 1952 MacCarthy Engineering Service, Inc. and recorded with Middlesex South District Registry of Deeds at the End of Book 8052 as Plan No. 459 of 1953.

Said premises are conveyed subject to the benefit of the right to use the streets and ways as shown on said plan for all purposes for which streets and ways are commonly used in the Town of Sudbury in common with others entitled thereto.

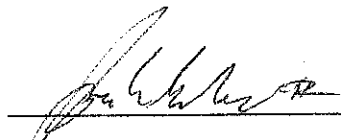
For grantors title see recorded with the Middlesex South Registry of Deeds at Book 35783, Page 112.

see deed rider attached hereto and made a part hereof.

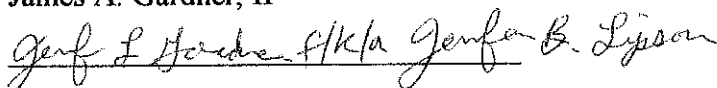
*Jacob Lowenberg
4 Longfellow Rd
Sudbury MA 0176*

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 02/21/2008 12:17 PM
Ctrl# 105296 21538 Doc# 00026310
Fee: \$1,550.40 Cons: \$340,000.00

Witness my hand and seal this 27th day of February, 2008.



 James A. Gardner, II

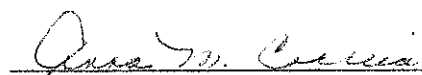


 Jennifer L. Gardner f/k/a Jennifer B. Lipson

COMMONWEALTH OF MASSACHUSETTS

Middlesex county ss

On this 27th day of February 2008, before me, the undersigned notary public, personally appeared James A. Gardner, II and Jennifer L. Gardner, f/k/a Jennifer B. Lipson, proved to me through satisfactory evidence of identification, which were her driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public:

My Commission Expires: March 7, 2008

I:\DeedRiderSAR-Massachusetts(Universal)
5/3016

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from **James A. Gardner II and Jennifer L. Gardner** ("Grantors") to **Jacob Lowenberg** ("Owner") dated February 6, 2008. The Property is located in the City/Town of **Sudbury** (the "Municipality").

RECITALS

WHEREAS, the Grantors is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) ☐ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) ☐ subject to a Regulatory Agreement among _____ (the "Developer"), [☐] Massachusetts Housing Finance Agency ("MassHousing"), [☐] the Massachusetts Department of Housing and Community Development ("DHCD") [☐] the Municipality; and [☐], dated _____ and recorded/filed with the _____ County Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD and the Town of Sudbury (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantors and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the Boston-Cambridge-Quincy HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median

Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for Boston is \$82,400.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been

discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [☒] **eighty percent (80%)** of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of **2.12** is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantors to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the

Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the

Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed,

equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured

by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the

Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantors and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

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

Grantors: James A. Gardner II and Jennifer L. Gardner
19 Ward Road
Sudbury, MA 01776

Owner: Jacob Lowenberg
4 Longfellow Road
Sudbury, MA 01776

Monitoring Agent

(1) Town of Sudbury
Board of Selectmen
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Others: Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [☒] shall [☐] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

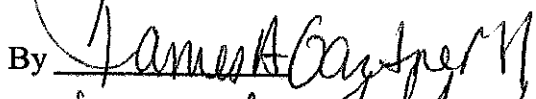

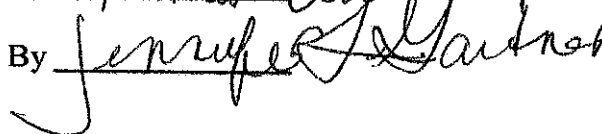
16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this 21st day of February, 2008.

Grantors: **James A. Gardner II**
Jennifer L. Gardner

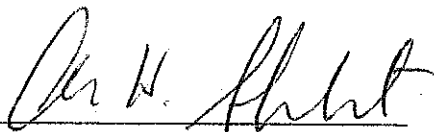
Owner: **Jacob Lowenberg**

By  By 
By 

COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this 21st day of February, 2008, before me, the undersigned notary public, personally appeared Jacob Lowenberg, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

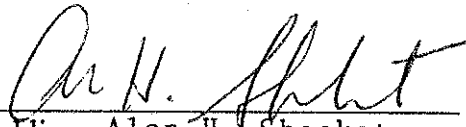


Notary Public Alan H. Shocket
My commission expires: 12-7-2012

COMMONWEALTH OF MASSACHUSETTS

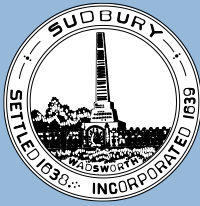
Middlesex South County, ss.

On this 21st day of February, 2008, before me, the undersigned notary public, personally appeared James A. Gardner II and Jennifer L. Gardner, the _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.



Notary Public Alan H. Shocket
My commission expires: 12-7-2012


Attest Middlesex S. Register



SUDBURY SELECT BOARD

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**5: Accept \$240K grant from MassTrails**REQUESTOR SECTION

Date of request:

Requestor: Beth Suedmeyer, Environmental Planner

Formal Title: Vote to accept grant award from MassTrails (through the Department of Conservation and Recreation) for \$240,000 to hire consultants to prepare feasibility study, conceptual plans and designs for the extension of the Bruce Freeman Rail Trail to the CSX corridor. Said funds are reimbursable and will utilize \$60,000 (20%) of Town CPA funds from Article 48 of the 2022 ATM as required match, to be used at the discretion of the Town Manager.

Recommendations/Suggested Motion/Vote: Vote to accept grant award from MassTrails (through the Department of Conservation and Recreation) for \$240,000 to hire consultants to prepare feasibility study, conceptual plans and designs for the extension of the Bruce Freeman Rail Trail to the CSX corridor. Said funds are reimbursable and will utilize \$60,000 (20%) of Town CPA funds from Article 48 of the 2022 ATM as required match, to be used at the discretion of the Town Manager.

Background Information:
attached grant document

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM



**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
MASSTRAILS GRANT AWARD**

Grant Award Recipient: Town of Sudbury

Award Date:

Grant Contract ID:

MASSTRAILS GRANT AGREEMENT

This document represents a Grant Agreement between Town of Sudbury and the Department of Conservation and Recreation (DCR) for the Bruce Freeman Rail Trail Extension – Project Development and Design project as awarded under the MassTrails Grant Program. Upon signature of this Grant Agreement by the Project Manager or authorized signatory and in conjunction with execution of the fiscal grant contract by the State, Town of Sudbury may proceed to incur direct and matching expenses in relation to the project scope.

1. GENERAL PURPOSE

The Town of Sudbury agrees to perform, as outlined in its application and any approved revisions, services related to **Bruce Freeman Rail Trail Extension – Project Development and Design** project, in accordance with all regulations, policies and procedures set forth by the State under the MassTrails Program.

2. GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be **\$240,000.00**. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases. It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation, and if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any funds awarded but not spent by the Grantee by the project termination date shall lapse. In addition, the Grantee must provide complete and final reimbursement documentation no later than 30 days after the project termination date or the funds will lapse.

3. COST SHARING PROVISIONS

The Grantee will be required to provide acceptable documentation in a format that fully accounts for and certifies that the matching funds or in-kind services have been, in fact, incurred on the project. The Grantee must document a minimum of 20% of the *total project cost*, or the amount listed in the grant proposal. The proposed match for this project, as stated in the grant proposal, is **\$60,000.00**.

4. TERM OF GRANT CONTRACT

This grant contract is effective from the date of the signed contract to **June 30, 2023**. All expenditures submitted for reimbursement must occur within the contract time period. No direct expenses submitted for reimbursement will be accepted or reimbursed if they occur outside of the contract time period. Match can occur outside of the contract time period if negotiated with the MassTrails Administrator. Match must be documented and submitted in order to formally close out the grant and for the grant project to be considered complete.

5. GRANTEE RESPONSIBILITIES AND COMPLIANCE

This MassTrails Grant Award represents State financial support for a project through a competitive Request for Proposals (RFP) process and does not preclude any state, federal, or third-party compliance or required steps and tasks to complete the project. Receipt of a MassTrails grant does not translate into automatic State cooperation and/or imply approval across agencies nor does it imply special consideration for additional funding by state agencies or future MassTrails grant applications. The Grantee understands and acknowledges, by signing this Grant Agreement and accepting a MassTrails grant award, that the responsibilities for compliance with state and federal regulations and the grant process, procedures, and requirements contained herein are designated to the Grantee alone. It is the responsibility of the Grantee to review this document as needed to stay updated on grant steps and oversight. The MassTrails Administrator is not responsible for any of the steps or tasks contained herein or as a part of the project, regardless of whether those steps or tasks involve a state agency (including DCR) or not. It is the sole responsibility of the Grantee to contact *appropriate* agency personnel to obtain required permitting needed to complete the project or to initiate any outstanding easement or care and control issues, for example. It is the sole responsibility of the Grantee to successfully undertake project communication, procurement, and reimbursement and match tracking.

6. GRANT INITIATION

The Grantee shall sign and submit the required Grant Contract Fiscal Paperwork as well as sign this Grant Agreement document before any project work can begin. A site visit will be scheduled with the MassTrails Administrator to review the grant work and the MassTrails Grant Initiation Form on site before contracting is finalized. In some cases, remote communication will replace the site visit, as determined by the MassTrails Administrator. **The Grantee is required to complete the online Grant Initiation Form and submit it after the site visit/remote communication takes place, finalizing the scope and budget of the grant project.** The Grant Initiation document will be the basis for all reporting going forward and the project will not be closed out until all tasks in the Initiation document have been completed.

A template for the Grant Initiation Form is available on the MassTrails Grants website, as well as a link to the online form submittal

7. PROJECT PROGRESS REPORTS

The Grantee shall submit the online **Grant Project Progress Report** quarterly, or upon request by the MassTrails Administrator at any time. The Progress Report must reflect any changes which were requested between progress reporting periods.

A template for the Progress Report is available on the MassTrails Grants website, as well as a link to the online form submittal.

8. PROJECT AMENDMENT REQUESTS

The Grantee shall not amend, revise, or change the approved application, scope or budget (including the proposed match) without the written consent of the MassTrails Administrator. Requests for a revised scope or budget must be submitted in writing and approved before the Grantee may proceed with the changes. This can be done by completing the online **Grant Amendment Request Form**. If the amendment request is approved and involves a **change in the grant budget amount, a Standard Contract Amendment Form must be fully executed** (signed by both parties) before proceeding with the updated expenditures. An initial conversation with the MassTrails Administrator is advised before filling out and submitting the form. If the change is not submitted to MassTrails and approved, any and all costs associated with the change will not be reimbursed.

A template for the Amendment Request Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

9. PROJECT COMPLETION REQUIREMENTS

Final reimbursement is contingent upon a satisfactory review of the project, including completing the proposed scope as outlined in the Grant Initiation Form and subsequent forms, and consistency with the proposed budget.

Before the final reimbursement can be finalized and paid, either a final Site Visit or a final remote communication must take place between the Grantee and the MassTrails Administrator. When the project is completed and/or when final documents are being prepared, contact the MassTrails Administrator to determine if a site visit or remote communication is appropriate. At that time, the **Grant Close Out Form** will be discussed. This form mirrors the Grant Initiation Form and must show that all proposed tasks in the initial scope and budget have been completed, much like a contractor's "punch list." If a Grant Amendment was approved, the Close Out form will also show the changes and that the project was completed according to all approved grant amendments. A two-page **Project Summary** Form is required to be filled out as a part of the Grant Close Out process.

Once the project is determined to be complete as proposed, the Grantee shall submit a **Final Request for Reimbursement**. The Final Request for Reimbursement will be filled out using the Request for Reimbursement cover sheet and labelling it as FINAL. The Final Report shall document the project's goals, accomplishments, barriers encountered, and lessons learned.

Templates for the Grant Close Out Form, the Project Summary Form, and the Reimbursement Cover Sheet and Workbook are available on the MassTrails Grants website, as well as a link to the online form submittal. Instructions for the Reimbursement procedure are provided in a subsequent section of this document below and on the reimbursement guidance document available online.

10. MASSTRAILS ACKNOWLEDGEMENT SIGNS

The Grantee shall display formal and permanent recognition/acknowledgment of MassTrails funding at the project site or affixed on equipment purchased through the program. Signs should be constructed of sturdy material that is permanent, large enough to be clearly visible and located at a prominent access point to the project area or prominently included within other signs or kiosks. The suggested language identifies the site as a cooperative venture (e.g., "A Cooperative

Trail Project between the 'Name of Municipality/Organization' and MassTrails" OR "This project is funded in part by MassTrails, administered by the Department of Conservation and Recreation"). Any printed materials such as trail brochures, celebration announcements or website information should also identify the financial partnership that made the project a reality. Stickers or decals shall be printed and displayed on all equipment purchased with MassTrails funding. **It is also encouraged that the Grantee develop and distribute a press release upon the award of the grant and/or project completion, acknowledging MassTrails as a source of funds for the project.**

11. TERMINATION OF GRANT CONTRACT

Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.

12. CONSTRUCTION INSPECTION REPORT; AUDITS

State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State may inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing, to the State within twenty-one (21) days of receipt of the inspection report. Final payment will not be made until deficiencies are corrected. The Grantee agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this grant.

13. RECORD RETENTION

All program and financial records shall be retained by the Grantee for state audit purposes and available for public inspection for a period of seven (7) years *after* the final payment on the project. At a minimum, the following records shall be maintained and made available for audit: invoices, for purchased materials and for all design and construction costs indicating check number and date paid on each invoice; cancelled checks or copies thereof; bid, solicitation, and procurement documents; work changes, change orders and contract amendments. Record retention for purchases of items \$10,000 or more must include, at minimum, documentation which provides the basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and a basis for the award cost or price.

14. COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

The Grantee will ensure that the project complies with all applicable state regulations as listed in this section. It is the responsibility of the Grantee to obtain any required permitting or record of communication with regulatory review agencies as instructed below. If required, documentation of the review or permit must be on file with the MassTrails Administrator before the trail project can begin. Tracking and submitting required documentation is the sole responsibility of the grantee. If documentation is not submitted at the appropriate time, the grant may be subject to termination.

- **Massachusetts Wetlands/Rivers Protection Acts and Local Wetland Bylaws**

Any project that alters land within 100 feet of a wetland or 200 feet of a river or stream (or that meets any other condition of the Rivers or Wetlands Protection Act) will require the approval of the local Conservation Commission before any construction can proceed. If

instructed by the Commission, filing an RDA and an NOI may be required.

- **Massachusetts Endangered Species Act (MESA)**

MESA protects rare species and their habitats by prohibiting the “Take” of any plant or animal species listed as Endangered, Threatened, or of Special Concern. Any project activities which occur within Estimated or Priority Habitat as identified by the Massachusetts Natural Heritage and Endangered Species Program (NHESP) must file with the program for review and approval, unless the project has been determined as exempt by NHESP.

- **Massachusetts Environmental Policy Act (MEPA)**

The MEPA review process provides meaningful opportunities for public review of potential environmental impacts of certain projects for which certain actions by state agencies are required. It requires state agencies to study the environmental impacts of projects requiring state permitting, financial assistance or land disposition, and to use all feasible measures to avoid, minimize, and mitigate damage to the environment or, to the extent damage to the environment cannot be avoided, to minimize and mitigate damage to the environment to the maximum extent practicable. Most MassTrails grants are exempt from MEPA. If a project does require MEPA review, the Grantee must submit a list of all relevant thresholds and indicate if an ENF and/or an EIR are required. The Grantee must submit relevant communication and final documents to the MassTrails Administrator before the project can proceed.

- **Other Required Permitting**

There are many additional permitting requirements which may or may not apply to a given project. It is the responsibility of the Grantee to seek out and determine which permits are required, from Temporary Construction Access permits to U.S. Army Corps of Engineers permits.

15. PROCUREMENT PROCEDURES

MassTrails Grantees may follow their own established written procurement procedures, however, any procedures relating to the grant project must provide for the following, at minimum:

- Grantees’ avoidance of purchasing unnecessary items.
- Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
- When purchasing an item with a value between \$10,000 and \$150,000, grantees are required to obtain at least three bids for goods and/or services. The solicitations must provide for all of the following:
 - A clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.

- v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
- vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

If the Grantee does not have established written procurement procedures, the Grantee accepts and agrees to follow the above procurement policy in place of its own requirements.

16. REIMBURSEMENT

The State agrees to reimburse the Grantee **up to the approved grant amount** for approved expenses incurred in accordance with the project budget subject to the following:

- a. It is understood and agreed by the parties that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed by, nor agents of, the State, nor be entitled to any benefits provided by the State to its employees.
- b. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. For example, a Grantee may not apply for reimbursement for a piece of equipment for which they have set up a loan agreement and monthly payment plan. The equipment must first be paid in full by the entity indicated on the state contract before any reimbursement will be authorized.
 - i. When requesting reimbursements, the Grantee shall submit **invoices/receipts** for actual costs incurred. All invoices/receipts must show dates within the contract period.
 - ii. The Grantee must also submit **proof of payment** (such as a cancelled check or credit card statement) of the invoice by the Grantee. All payments must be traced from the invoice/receipt to proof of payment *by the entity* on the state contract.
 - iii. For **major equipment** purchased through the program (such as a snow groomer), a receipt from the vendor indicating the equipment has been delivered and paid in full, including name, serial number, year of manufacture, accessories received and price from seller, shall also be submitted.
 - iv. For requests of reimbursement of **staff time**, time sheet records indicating dates and hours spent on the project, tasks accomplished, and billing rates must be submitted. Proof of payment to the staff must also be submitted, such as payroll records or copies of pay stubs. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect/fringe costs can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate.
 - v. If a third party has made a purchase on behalf of the Grantee, the original invoice/receipt must be documented as well as proof of that direct payment, as in a copy of the credit card statement of the third party showing the transaction. Then, proof of payment to the third party by the Grantee must be submitted (e.g., a cancelled check).
- c. The Grantee may submit multiple reimbursement requests, on a monthly basis at most, during the grant period.
- d. The final Reimbursement Request must be submitted as complete no later than 30 days after the grant contract has ended. For example, goods and services must be completed by the end date of the contract, but payment for those goods or services and submittal of the reimbursement request can be submitted up to, but not exceeding, 30 days past the contract

end date. Documentation must be complete at this time, meaning all required back up documents must be included and approved by the Grants Administrator. This may require submitting a “draft” reimbursement request prior to the deadline (this is recommended) to ensure that all required paperwork is included.

- e. The Grantee’s final reimbursement will be held until a site visit has been conducted by the MassTrails Administrator and the Grant Close Out Form has been submitted and approved.
- f. The Grantee will submit a Final Report and Project Summary with the final reimbursement request.

17. MATCH

The Grantee shall document incurred **match** with each reimbursement request and/or with the final reimbursement request, unless otherwise authorized by the MassTrails Administrator. Match represents 20% of the TOTAL PROJECT VALUE, not 20% of the reimbursement amount. The easiest way to calculate this is to take your grant award amount and multiply by 0.25. For example, a \$100,000 grant award requires \$25,000 match (80% of \$125,000 equals \$100,000 and 20% equals \$25,000).

- a. Any match that is actual cash spent towards the project must be documented with the same requirements as the reimbursement requests. Invoices and proof of payment are required.
- b. Volunteer labor as match must be documented with time sheets including names, dates, hours worked, description of work accomplished and value of those hours for every hour claimed. Sample spreadsheets can be provided by the MassTrails Administrator upon request.
- c. Volunteer event days should be documented as stated in the previous bullet, with the addition of a volunteer sign in sheet signed by each participant. Sample sign in sheets can be provided by the MassTrails Administrator upon request.
- d. Staff time utilized as match requires a spreadsheet showing dates, names, hours worked, description of grant-related work and value of those hours for every hour claimed. Proof of payment to the employee must be provided as well, either in the form of copies of paystubs or a payroll report. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect costs/fringe can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate.
- e. Donations must be documented with a written statement from the entity that has made the donation, stating their donation, its value and to whom it was given. Proof of the value of the donation must also be submitted, either by an invoice, receipt, or another form of valuation, such as the most current value listed on a website where comparable products are sold.

18. EQUIPMENT PURCHASES

Equipment is defined as tangible personal property having a useful life of at least five years and a per-unit acquisition cost of \$5,000 or greater. If applicable, the equipment title will rest with the Grantee and must be used for the proper authorized use as stated in the project proposal. The Grantee is required to use the equipment for its proposed and intended purpose for a **reporting period of five years**.

If applicable, Buy America certification for the equipment must be submitted with the Grant Initiation Form before the grant contract and NTP are released to the Grantee.

An **Equipment Report** including the purchase details, title (if applicable), condition, use, and

storage location shall be submitted with the Request for Reimbursement which contains documentation of the equipment purchase and match. The **Equipment Report** must then be submitted **annually, on the date of the original purchase, for a period of five years following the project end date.**

A template for the Equipment Report Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

19. ACQUISITIONS

Projects involving land acquisition are required to follow the Executive Office of Energy and Environmental Affairs Land Acquisition Policy. If the project involves land acquisition, the MassTrails Administrator will provide the Grantee with documentation of the requirements and specifications.

20. LAND OWNERSHIP

Proposals for construction projects that will take place on land that is not owned or managed by the applying organization must include a signed statement from the landowner or manager specifically authorizing the project and ensuring that the property is open for continuing public access. Any required permits or authorizations, such as a Temporary Construction Access Permit, must be obtained BY THE GRANTEE and submitted to the MassTrails Administrator before any construction takes place. Tracking and submitting required documentation is the sole responsibility of the Grantee. If documentation is not submitted at the appropriate time, the grant may be subject to termination.

A list of the required steps/tasks or permitting for a project will be finalized and submitted on the **Grant Initiation Form** at the onset of the project. If the project will take place on private land, an easement for public access with a commitment of no less than 10 years must be in place. If there is a Conservation Restriction (CR) on the parcel, the CR holder must provide written authorization for the project as well. A plan for ongoing stewardship and continued communication must be formalized between the Grantee or other designated party and the landowners (or CR holders), for a period of no less than 10 years.

21. COMMUNITY AND STAKEHOLDER OUTREACH

It is the responsibility of the Grantee to manage and perform necessary outreach and notifications to the community, stakeholders, and abutters of the project area. Any community concerns or issues regarding the project will be addressed and managed by the Grantee. It is the Grantee's responsibility to have all permissions and approvals in place prior to trail design, construction, or maintenance work. If there is a particular point of controversy at any point during the grant project time period, the Grantee should notify the MassTrails Administrator as a courtesy and to discuss the issue.

22. SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State and any and all claims, liability or penalties asserted against the State by or on behalf of any person on account of, based in, resulting from arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

23. INITIALIZED CHECKLIST AND SIGNATURE

Please initial in the line shown after each of the following statements and refer back to these statements and the Grant Agreement document in full for guidance as your project progresses:

- The Grantee understands that under no circumstances can their grant contract be extended. The end date of this grant is the date listed on the Standard Contract Form, NTP, and this document. As such, the Grantee has reviewed the project scope and budget and can ensure that the grant award will be spent within the contract time period, understanding that any funds which are not spent by the contract end date will return to the state as program slippage. _____ *(Initial Here)*
- The Grantee understands that this is reimbursement grant program. The grantee must first spend the money and then apply for reimbursement. A request for reimbursement must be submitted to the Grant Administrator as outlined specifically in this document, including a cover page, invoices/receipts for goods or services and documented proof of payment for those goods/services. _____ *(Initial Here)*
- The Grantee understands that they are responsible for accruing their proposed match and providing proof of that match, as outlined in this document, on the condition of being reimbursed for grant-funded expenses. _____ *(Initial Here)*

Photo Release and Authorization

- The Grantee authorizes the MassTrails Administrators to edit, alter, exhibit, publish, or distribute any photos shared with the MassTrails Program related to the grant project. In addition, the Grantee waives the right to inspect or approve the finished product wherein the photo appears. Photo credit will be shared when possible. _____ *(Initial Here)*

By signing below, the **Town of Sudbury** confirms that they have read through and agree to the terms set forth in the agreement above.

Authorized Signature

Date

Maryame Bilodeau
Print Name

Town of Sudbury
Organization/Agency

Please sign and retain a copy of this Grant Agreement for your records. Please scan the FULL signed document and email a digital pdf document to the MassTrails Grants Administration Team:

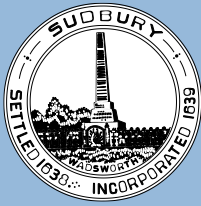
Amanda Lewis
MassTrails Program Manager
(617) 645-8314, amanda.lewis@mass.gov

Elizabeth Knott
MassTrails Grants Coordinator
(617) 981-5753, elizabeth.knott@mass.gov

5.a

| | | | |
|--|---------------------|---|---------------------|
| CONTRACTOR LEGAL NAME: TOWN OF SUDBURY (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: Department of Conservation and Recreation MMARS Department Code: DCR | |
| Legal Address: (W-9, W-4): 278 OLD SUDBURY ROAD, SUDBURY, MA 01776 | | Business Mailing Address: 136 Damon Road, Northampton, MA 01060 | |
| Contract Manager: BETH SUEDMEYER | Phone: 978-639-3363 | Billing Address (if different): | |
| E-Mail: SUEDMEYERB@SUDBURY.MA.US | Fax: | Contract Manager: Amanda Lewis | Phone: 617-645-8314 |
| Contractor Vendor Code: VC | | E-Mail: amanda.lewis@mass.gov | Fax: |
| Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): | |
| | | RFR/Procurement or Other ID Number: | |
| X 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 checked="" 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 type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget) | | ___ 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): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u> | | | |
| 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). \$ <u>240,000.00</u> | | | |
| 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 __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); <input type="checkbox"/> 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.) | | | |
| MassTrails Program Grant: BRUCE FREEMAN RAIL TRAIL EXTENSION – PROJECT DEVELOPMENT AND DESIGN | | | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR 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, 2023</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 <u>801 CMR 21.07</u> , 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: | | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: | |
| X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) | | X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) | |
| Print Name: <u>Maryanne Bilodeau</u> | | Print Name: _____ | |
| Print Title: <u>Interim Town Manager</u> | | Print Title: _____ | |

Attachment5.a: MassRailTrailsGrant (5400 : Accept \$240K grant from MassTrails)

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**6: Fuss & O'Neill Contract Phase 2D****REQUESTOR SECTION**

Date of request:

Requestor: Beth Suedmeyer, Environmental Planner

Formal Title: Vote to approve execution by the Interim Town Manager of an Agreement for Technical Services between the Town of Sudbury and Fuss & O'Neill, Inc. for professional consulting services for engineering during the construction phase of the Bruce Freeman Rail Trail (BFRT), Phase 2D (#608164) and any documents relative thereto.

Recommendations/Suggested Motion/Vote: Vote to approve execution by the Interim Town Manager of an Agreement for Technical Services between the Town of Sudbury and Fuss & O'Neill, Inc. for professional consulting services for engineering during the construction phase of the Bruce Freeman Rail Trail (BFRT), Phase 2D (#608164) and any documents relative thereto.

Background Information:
attached contract

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM

TOWN OF SUDBURY AGREEMENT FOR TECHNICAL SERVICES

The Town of Sudbury, acting by and through its Town Manager (the "Town") hereby agrees to pay for and Fuss & O'Neill, Inc. with the address of 146 Hartford Road, Manchester, CT (the "Contractor") hereby agrees to provide engineering services related to the Bruce Freeman Rail Trail project (MassDOT Project No. 608164), including responding to contractor questions during bidding, field visits during construction, review and approval of shop drawings, and furnishing engineering advice to the Town and MassDOT as needed if unforeseen conditions arise during construction services, as identified in and reasonably inferable from Contractor's Proposal dated July 18, 2022 and entitled "Proposal for Professional Engineering & Construction Administration Assistance Bruce Freeman Rail Trail (BFRT) MassDOT# 608164 Sudbury, MA," (the "Services") which was in Response to a request from the Town, which services Contractor shall perform in accordance with the following terms and conditions, provided that, except as expressly stated otherwise in said terms and conditions, in the event of any conflict between the following terms and conditions, the former (terms and conditions) shall control.

1. **COST OF SERVICES** For performance of the Services, the Town shall pay the not-to-exceed fee of **\$170,578.00**. This fee is based on the hourly Billing Rate Schedule and Direct Charge Schedule attached to the Proposal, and the fee schedule will be updated annually at the start of the calendar year based on a mutually agreed upon rate between the Town and Contractor. Annual rate increases shall not exceed 4.0%. Any additional services shall be mutually agreed upon by both parties and paid on an hourly or fixed sum basis, provided that the parties shall negotiate the terms of such additional services and Contractor shall obtain advance written approval of the Town before commencing such additional services.
2. **PAYMENT** The Contractor shall submit invoices to the Town on a monthly basis according to the percentage of work completed, and the Town shall make payment within thirty days after receipt of an invoice.
3. **TIME** The Contractor shall complete performance of its services hereunder within 36 months unless extended by the Town.
4. **CONTRACTOR RESPONSIBILITIES** The Contractor represents that it can and shall perform the Services hereunder in a competent and professional manner, as proposed in the Proposal, and in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of the Contractor's profession practicing in the Boston metropolitan area, and pursuant to and in accordance with Massachusetts laws applicable to the Services under this Agreement (the "Standard of Care"). The Contractor shall perform its services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project. The Contractor shall at all times be acting as an independent contractor and not as an agent for, partner or joint venture with the Town.
5. **ASSIGNMENT** The rights and obligations of the Town and the Contractor hereunder may not be assigned without the written consent of the other party.
6. **ENTRY ONTO PROPERTY** If performance of the services described in The Proposal requires the

Contractor to make entry onto land or other property, the Town hereby grants (for property it owns) or agrees that it has obtained or will exercise reasonable efforts to obtain (for property it does not own) permission to enter such property for the purpose of performing such services. The Contractor hereby agrees that it shall conduct its activities on such property in such a manner as to minimize any damage, disruption or alteration to the site, and shall, so far as is reasonable and consistent with the nature of the activities conducted thereon, restore the site to its condition prior to entry by the Contractor.

7. **PROVISION OF INFORMATION AND EXTENT OF LIABILITY** The Town shall, upon written request of Contractor, make available to the Contractor all information in its possession which relates to the subject of the services to be performed hereunder. The Town does not warrant the accuracy or completeness of such information; however, unless stated by the Town in writing, the Contractor shall be entitled to reasonably rely upon such information, subject to the following conditions. The Contractor shall be responsible for reviewing the information for any inaccuracies which are apparent upon a view of the site or discrepancies between such information and any materials, measurements, analysis or data prepared independently by the Contractor which concern the same subject matter; and the Contractor shall not be entitled to rely on information which such review shows, or reasonably should have shown, consistent with professional diligence and generally accepted standards of performance in the Contractor's field of practice, to be incorrect.

The Contractor shall not be liable to the Town in connection with errors, acts or omissions directly resulting from the Contractor's reasonable and justified reliance, in accordance with the requirements of this paragraph, on information furnished to it by the Town. All information provided to the Contractor by the Town shall remain the property of the Town.

8. **HAZARDOUS WASTE OR MATERIALS** If the services to be performed hereunder involve the detection, exploration or analysis of hazardous waste or materials or contamination of a site, the following provisions shall apply.
- a) Provided it acts within the scope of services set forth in the Proposal and in accordance with the other requirements hereunder, including the following provisions of this section, the Contractor shall not be deemed to be, nor have the responsibilities of a generator, handler, treater, storer, transporter or disposer of hazardous waste or materials;
 - b) The Contractor shall comply with all applicable federal, state and local laws and regulations relating to hazardous waste and materials, including, without limitation, the Resource Conservation and Recovery Act of 1976-42 U.S.C. s.6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 -42 U.S.C. s.9601 et seq., and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act-M.G.L. Ch.21E;
 - c) The Contractor shall not be responsible or liable for any violation by the Town of any of such laws and regulations.

9. **DISCOVERY OF TOXIC OR HAZARDOUS WASTE OR MATERIALS** If, during the course of performing services hereunder, the Contractor discovers or observes at the site any previously unreported, unknown or unidentified toxic or hazardous waste or materials or substances the Contractor

suspects or has reason to believe are toxic or hazardous, the Contractor shall immediately notify the Massachusetts Department of Environmental Protection and the Sudbury Board of Health.

10. **UNFORSEEN OCCURRENCES** If, during the performance of services hereunder, the Contractor encounters any unforeseen conditions or occurrences, including the discovery of toxic or hazardous waste or materials, which affect the Contractor's performance of services hereunder, the Contractor shall promptly notify the Town. After such notification the:

- a) The Town and Contractor may agree to proceed with completion of the services, with or without an adjustment in the cost therefore; or
- b) The Town and Contractor may agree to modify the scope of services and cost therefore to reflect a reduction of or addition to such services on account of the unforeseen occurrence; or
- c) The Town may terminate this agreement, in which case the Town shall pay the Contractor for all services rendered to the Town prior to such termination.

Election of action pursuant to option a) or b) shall be in writing signed by both parties.

11. **FORCE MAJEURE** The Contractor shall not be responsible for failure to perform or for delay in performance on account of circumstances beyond its control, including strikes, epidemics, pandemics, riots, wars, acts of nature or acts of government preventing performance. In the event of delay in performance on account of such circumstances, the time for performance shall be extended by a period necessary to allow completion; however, the Town may elect to terminate this agreement upon seven days' notice in writing if any such delay exceeds twenty- one days or continuation of the delay would result in the Town being unable to meet a requirement of state or local law for action on any matter pending before it within a certain time.

12. **TERMINATION**

- a) If the Town fails to make payment hereunder when due or fails to comply with any of its responsibilities hereunder, the Contractor may terminate this agreement upon fourteen days' written notice.
- b) The Town may terminate this agreement upon seven days' written notice if the Contractor fails to materially comply with any of its responsibilities hereunder, including performance in a timely fashion; fails to perform its services hereunder in accordance with the Standard of Care; or fails to comply with any requirement of law or regulation applicable to this agreement or the services hereunder.
- c) The Town may terminate this agreement at any time upon seven days' written notice. If such termination is without the fault of the Contractor, the Town shall pay the Contractor all compensation and reimbursement due to the Contractor up to the date of termination.

13. **NOTICE**

Notices shall be sent to the Town at:

Beth Suedmeyer
Planning and Community Development
278 Old Sudbury Road
Sudbury, MA 01776

and to the Contractor at:

Kevin Johnson, PE, PTOE
 Executive Vice President
 190 High Street, 3rd Floor
 Boston, MA 02110

14. **OWNERSHIP OF DOCUMENTS** Following payment for the same to the Contractor, all documents and materials of whatever kind prepared by the Contractor and delivered to the Town pursuant to this agreement ("Instruments of Service") shall become the property of the Town; provided, that the Contractor may use its copies of such materials for educational or promotional purposes or for required submissions to governmental bodies. The Contractor shall not be responsible for misuse or modification of the Contractor's Instruments of Service by the Town or others for whom the Town is legally liable.
15. **INDEMNIFICATION** The Contractor shall indemnify and save harmless the Town and all of the Town's officers and employees against all costs, damages, suits and claims of liability of every name and nature (including reasonable attorneys' fees) to the extent caused by the negligence acts, errors, or omissions of the Contractor in the performance of this Contract and shall indemnify the Town for any third-party claim arising out of injuries to the Contractor's employees or others performing services for the Contractor. The foregoing is in addition to and not in limitation of any other rights and remedies available to the Town.
16. **LIMITATION OF LIABILITY** Neither party shall be responsible or liable to the other for special, indirect or consequential damages. Notwithstanding the foregoing, the limitation of liability set forth in this or any other provision of this Agreement shall not apply to claims by the Town for indemnification of claims of third parties asserted against the Town for which Contractor is liable.
17. **CONTRACTOR INSURANCE** The Contractor shall provide a certificate of professional liability coverage in the amount of one million dollars, and a certificate evidencing Contractor's commercial general liability, automobile liability, and workers' compensation insurance. The \$1,000,000 amount of Contractor's professional liability policy shall be the limits of ENGINEER's liability for professional negligence. All liability policies shall be written on an occurrence basis, and shall be primary and non-contributory.
18. **AMENDMENT OF AGREEMENT** Any amendments to this agreement shall be in writing and signed by both parties.
19. **APPLICABLE LAW** This agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth. Any litigation arising hereunder shall be brought solely in the state courts of the county in which the Town maintains its principal office.

(Signatures on the next page.)

In Witness Whereof the parties hereto have executed copies of this Agreement the day and year first above written.

Contractor:
By:

Town of Sudbury
By:

Print name: Kevin W. Johnson, PE, PTOE
Title: Executive Vice President

Print name: Maryanne Bilodeau
Title: Interim Town Manager

Date: _____

Date: _____



July 18, 2022

Beth Suedmeyer
Planning and Community Development Department
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

**RE: Proposal for Professional Engineering & Construction Administration Assistance
Bruce Freeman Rail Trail (BFRT) MassDOT# 608164
Sudbury, MA**
Fuss & O'Neill, Inc. Project No. 20200785.C10

Dear Ms. Suedmeyer:

This letter summarizes our proposed scope of services to provide engineering and construction administration assistance services during the construction of the Bruce Freeman Rail Trail. Construction activities will be overseen by the Massachusetts Department of Transportation (MassDOT). The services provided by Fuss & O'Neill, Inc. shall include responding to contractor questions during bidding, field visits during construction, review and approval of shop drawings, and furnishing engineering advice to the Town and MassDOT as needed if unforeseen conditions arise during construction. Included in this scope is the estimate of our fee for services and the general terms and conditions related to providing our services to you.

Scope of Services

This scope for construction stage services follows the requirements under the Standardized Scope of Services Guidance issued by MassDOT. Pre-Bid Services were previously included in the final design contract for The Construction of Bruce Freeman Rail Trail, Task 901. For budgeting purposes, the construction duration is estimated to be 36-months. Delays in construction may require additional level of effort (hours) beyond what is represented in this proposal. New scope of services under the construction admin contract shall be as follows:

Task 902 – Post-Bid Services (Hourly)

The following outlines the tasks associated with this effort at an estimated 44-hours:

- Review bid tabulations provided by MassDOT
- Prepare letter of recommendation to DOT for award of bid.
- Participate in Pre-Construction Conference at District 3 Office.
- Coordinate with MassDOT Resident Engineer on construction scheduling and oversight.

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Ms. Beth Suedmeyer

July 18, 2022

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Task 903 – Shop Drawing & Submittal Reviews (Hourly)

We will review and take appropriate action upon the contractor's submittal of shop drawings, samples of construction material, and product data, as required in the construction contract documents, but only for conformance with the design of the Project and with the information given in the construction documents. Shop drawing review shall include but not be limited to the following:

- Flashing pedestrian beacon items, including foundations
- Traffic signal items
- Guard rail items
- Fencing items
- Sign supports
- Retaining wall submittals
- Streetscape features (pavers, stamped concrete, furnishings)
- Landscape items such as plants and trees
- Pavement markings
- Bridge/Culvert items
- Water supply items
- Other drainage features requiring engineer approval
- Trail amenities (display board, piers, benches, etc.)
- Erosion Control items
- Environmental ISMP, Wetland Replication Plan

It should be noted that depending on the quality of the contractor's submittals, there may be more than one round of shop drawing reviews based on approval/rejections. The budget provided assumes up to 320 hours will be needed for all submittal reviews and approvals. If additional hours are needed beyond this approximated budget due to quality or number of contractor submissions, F&O will notify the Town in advanced in writing and can proceed to work on an hourly basis upon authorization from the Town.

Task 904 – Construction Field Visits / Observations (Hourly)

Provide site visits and observations to review the progress and quality of the work to determine, in general, if the work is proceeding in accordance with the design intent of the contract documents. On the basis of these on-site observations, Fuss & O'Neill will inform the Town of Sudbury and MassDOT of portions of the work which we discover is not proceeding in accordance with the design intent of the contract documents. Because we are not providing in full time representation, there may be elements for which we are unable to provide opinions on such as buried utilities or



Ms. Beth Suedmeyer

July 18, 2022

Page 3 of 5

work that is not able to be inspected upon completion of installation. The following outlines the tasks associated with this effort:

- Conduct periodic visits to document the construction progress and provide the Town of Sudbury with status updates. A photo log and field observation form will be provided for each visit. For budgeting purposes, we have assumed that one (1) field visit, by one representative of Fuss & O'Neill monthly, over a construction period of 36 months, will be performed as part of this contract totaling 180 hours.
- Conduct up to four (4) site visits during installation of plants to assist with location establishment, review limits of tree clearing, and review wetland replication establishment. This includes a total of 64 hours for two employees from Fuss & O'Neill at 8 hours each visit.
- Structural site visits: Conduct up to three (3) site visits during installation of Pantry Brook Bridge and two (2) site visits during installation of Hop Brook structures to confirm conformance to plans. For budgeting purposes, we have carried 60 hours for this task .
- Conduct one (1) – eight (8) hour site visit for Final Signal inspection of Traffic Signal equipment at Hudson Road/Peakham and HAWK at North Road for testing and energizing by a Fuss & O'Neill professional traffic engineer.
- Conduct a one (1) day final punch list/walkthrough meeting with the Town/MassDOT/Contractor upon substantial completion of construction. Budget includes attendance by Fuss & O'Neill Principal in Charge, Project Manager, and Lead Design Engineer for a total of 24- hours.

Task 905 – Respond to Requests for Information (Hourly)

Review and respond to request for information that may be submitted to the design consultant by the State or Town, as a result of questions raised by the Contractor during construction.

- We have assumed a total of 140 hours for budgeting purposes to respond to RFI's from the contractor
- In the event additional time is required to conduct field visits in order to respond to an RFI we will carry 72 hours of time to conduct inspections related to RFI's.

Task 906 – Meetings (Hourly)

This task includes attendance at monthly progress meetings during construction as requested by the Town or MassDOT to discuss progress or other project coordination related topics. For the purpose of this agreement, we have assumed attendance will be necessary for the following:

- One (1) monthly progress meetings (virtual) to discuss contractors anticipated schedule, review work complete to date, and resolve any concerns raised by the Town



Ms. Beth Suedmeyer

July 18, 2022

Page 4 of 5

as a result of construction activities. For budgeting purposes, we have assumed 72 hours for this task. (1 monthly meeting for 36 months). Preparation of meeting minutes we include an additional 28 hours.

Assumptions for Engineering and Construction Administrative Services

1. Level of effort detailed above is based on an 36-month construction period.
2. Response to Contractor bid questions directed to us by MassDOT is included in existing contract under task 900 with the Town.
3. Full-time resident engineering inspection services shall be provided by MassDOT.
4. Review of Shop drawings shall not include review of fabrication processes, dimensions, quantities, calculations, weights, construction means and methods, coordination of trades or safety factors related to construction operations.
5. Re-design or additional design plans & documents required as a result of unforeseen field conditions encountered during construction are not included.
6. As-built drawings are not included and assumed to be provided by MassDOT.
7. Any additional permitting required (local, state, etc.) is not included or anticipated.
8. Additional field inspections can be provided upon request and billed on hourly basis.
9. Budget Costs include direct expenses such as mileage, printing, and travel expenses.
10. Testing of materials is not included and shall be provided by MassDOT.

Fee for Services

Fuss & O'Neill proposes to provide professional services described under Tasks 902 through 906 on an **hourly basis** for a not-to-exceed (N.T.E) fee of **\$170,578**. The hourly budget amounts include direct expenses at cost for such items as travel and reprographics. Our policy is to invoice on a monthly basis for hours worked for each of the project tasks shown below. Additional services outside of this Scope can be provided as Additional Work on an hourly rate basis with prior written authorization.

| BFRT Phase 2D - Const. Admin. | Contract Budget |
|--|------------------------|
| Task 902 – Post Bid Services (Hourly) | \$7,770.00 |
| Task 903 – Shop Drawing & Submittal Reviews (Hourly.) | \$51,635.00 |
| Task 904 – Construction Field Visits / Observations (Hourly) | \$56,797.00 |
| Task 905 – Respond to Requests for Information (Hourly) | \$36,751.00 |
| Task 906 – Meetings (Hourly.) | \$17,625.00 |
| Total Budget | \$170,578.00 |



Ms. Beth Suedmeyer

July 18, 2022

Page 5 of 5

General Terms and Conditions

The above services shall be provided to the Town according to new contract terms and conditions as agreed by the Town of Sudbury and Fuss & O'Neill. The term of this agreement shall be 36 months from the date of executed agreement. Our current 2022 hourly billing rates by professional employee category are contained in *Attachment 1*. These billing rates shall be effective until the end of the calendar year for which they are associated with, at which time we will provide new rates for negotiation with Town for the forthcoming year, repeating this process each year until the 36 month term of this contract is completed. Additional work, if required, due to changes in the project size or scope of work as understood at this time or for other reasons such as requirements imposed by the Town, would be considered extra work. Additional work would be billed on an hourly rate basis according to the applicable calendar year negotiated rate table and is not included in the cost estimate stated above

Thank you for requesting engineering service from Fuss & O'Neill. We look forward to working with the Town of Sudbury on this construction project

Sincerely,

Nicholas J. Lapointe, P.E.
Senior Project Manager

Kevin W. Johnson, P.E., P.T.O.E
Principal / Executive Vice President

Attachments: 1 – 2022 Billing Rates (Standard)

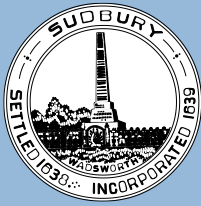


2022 BILLING RATE SCHEDULE

| <u>LABOR CATEGORY</u> | <u>HOURLY RATE</u> |
|---|--------------------|
| Researcher, Clerical | \$ 85 |
| Project Accountant | \$ 95 |
| CAD, Survey, Technician I | \$ 110 |
| CAD, Survey, Technician II | \$ 110 |
| CAD, Survey, Technician III | \$ 110 |
| Engineer, Scientist, Analyst I | \$ 120 |
| Engineer, Scientist, Analyst II | \$ 135 |
| Engineer, Scientist, Analyst III | \$ 150 |
| Senior Engineer, Scientist, Analyst I | \$ 170 |
| Senior Engineer, Scientist, Analyst II | \$ 180 |
| Senior Engineer, Scientist, Analyst III | \$ 195 |
| Associate | \$ 200 |
| Officer | \$ 215 |
| Senior Officer | \$ 240 |

DIRECT CHARGE SCHEDULE

| | |
|--|----------------------------|
| Subcontractors/Subconsultants | Cost plus 15% |
| F&O Staff Mileage | At Prevailing IRS Rate |
| F&O Field Vehicles | \$100/day plus \$0.35/mile |
| F&O Hybrid Vehicles | At Prevailing IRS Rate |
| Printing/Reprographics | |
| Black & White Copy/Print | \$0.065/page |
| Color Copy/Print | \$0.40/page |
| Electrostatic Copy/Print | \$0.25/Sq.Ft. |
| Inkjet Plotter Monochrome | \$0.25/Sq.Ft. |
| Color Plotting | \$1.00/Sq.Ft. |
| Inkjet Mylar | \$2.50/Sq.Ft. |
| Binding Materials | At Cost |
| Payment Processing (e.g. debit or credit card) | 3% fee |

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**7: Fuss & O'Neill Contract next phase BFRT****REQUESTOR SECTION**

Date of request:

Requestor: Beth Suedmeyer, Environmental Planner

Formal Title: Vote to approve execution by the Interim Town Manager of an Agreement for Technical Services between the Town of Sudbury and Fuss & O'Neill, Inc. for professional consulting services for transportation engineering and planning to advance the next phase of the Bruce Freeman Rail Trail (BFRT) feasibility evaluation, conceptual development, and cost analysis for the former CSX Corridor and any documents relative thereto.

Recommendations/Suggested Motion/Vote: Vote to approve execution by the Interim Town Manager of an Agreement for Technical Services between the Town of Sudbury and Fuss & O'Neill, Inc. for professional consulting services for transportation engineering and planning to advance the next phase of the Bruce Freeman Rail Trail (BFRT) feasibility evaluation, conceptual development, and cost analysis for the former CSX Corridor and any documents relative thereto.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM

TOWN OF SUDBURY AGREEMENT FOR TECHNICAL SERVICES

The Town of Sudbury, acting by and through its Town Manager (the "Town") hereby agrees to pay for and Fuss & O'Neill, Inc. with the address of 146 Hartford Road, Manchester, CT (the "Contractor") hereby agrees to provide transportation engineering & planning services to support efforts to advance the next phase of the redevelopment of the former New Haven Railroad Framingham & Lowell Line (CSX rail corridor) into a paved recreational multiuse trail known as the Bruce Freeman Rail Trail (BFRT) including a detailed feasibility evaluation, concept development, and cost analysis, as identified in and reasonably inferable from Contractor's Proposal dated August 2, 2022 and entitled "Proposal for Professional Transportation Engineering & Planning Services Bruce Freeman Rail Trail (BFRT) Phase 3 – Project Development, Planning, & Initiation. Town of Sudbury, MA," (the "Services") which was in response to a request from the Town, which services Contractor shall perform in accordance with the following terms and conditions, provided that, except as expressly stated otherwise in said terms and conditions, in the event of any conflict between the following terms and conditions, the former (terms and conditions) shall control.

1. **COST OF SERVICES** For performance of the Services, the Town shall pay the fixed sum of **\$147,380.00**. Any additional services shall be mutually agreed upon by both parties and paid on a fixed sum basis, provided that the parties shall negotiate the terms of such additional services and Contractor shall obtain advance written approval of the Town before commencing such additional services.
2. **PAYMENT** The Contractor shall submit invoices to the Town on a monthly basis according to the percentage of work completed, and the Town shall make payment within thirty days after receipt of an invoice.
3. **TIME** The Contractor shall complete performance of its services hereunder within 8 months unless extended by the Town.
4. **CONTRACTOR RESPONSIBILITIES** The Contractor represents that it can and shall perform the Services hereunder in a competent and professional manner, as proposed in the Proposal, and in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of the Contractor's profession practicing in the Boston metropolitan area, and pursuant to and in accordance with Massachusetts laws applicable to the Services under this Agreement (the "Standard of Care"). The Contractor shall perform its services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project. The Contractor shall at all times be acting as an independent contractor and not as an agent for, partner or joint venture with the Town.
5. **ASSIGNMENT** The rights and obligations of the Town and the Contractor hereunder may not be assigned without the written consent of the other party.
6. **ENTRY ONTO PROPERTY** If performance of the services described in The Proposal requires the Contractor to make entry onto land or other property, the Town hereby grants (for property it owns) or agrees that it has obtained or will exercise reasonable efforts to obtain (for property it does not

own) permission to enter such property for the purpose of performing such services. The Contractor hereby agrees that it shall conduct its activities on such property in such a manner as to minimize any damage, disruption or alteration to the site, and shall, so far as is reasonable and consistent with the nature of the activities conducted thereon, restore the site to its condition prior to entry by the Contractor.

7. **PROVISION OF INFORMATION AND EXTENT OF LIABILITY** The Town shall, upon written request of Contractor, make available to the Contractor all information in its possession which relates to the subject of the services to be performed hereunder. The Town does not warrant the accuracy or completeness of such information; however, unless stated by the Town in writing, the Contractor shall be entitled to reasonably rely upon such information, subject to the following conditions. The Contractor shall be responsible for reviewing the information for any inaccuracies which are apparent upon a view of the site or discrepancies between such information and any materials, measurements, analysis or data prepared independently by the Contractor which concern the same subject matter; and the Contractor shall not be entitled to rely on information which such review shows, or reasonably should have shown, consistent with professional diligence and generally accepted standards of performance in the Contractor's field of practice, to be incorrect.

The Contractor shall not be liable to the Town in connection with errors, acts or omissions directly resulting from the Contractor's reasonable and justified reliance, in accordance with the requirements of this paragraph, on information furnished to it by the Town. All information provided to the Contractor by the Town shall remain the property of the Town.

8. **HAZARDOUS WASTE OR MATERIALS** If the services to be performed hereunder involve the detection, exploration or analysis of hazardous waste or materials or contamination of a site, the following provisions shall apply.
- a) Provided it acts within the scope of services set forth in the Proposal and in accordance with the other requirements hereunder, including the following provisions of this section, the Contractor shall not be deemed to be, nor have the responsibilities of a generator, handler, treater, storer, transporter or disposer of hazardous waste or materials;
 - b) The Contractor shall comply with all applicable federal, state and local laws and regulations relating to hazardous waste and materials, including, without limitation, the Resource Conservation and Recovery Act of 1976-42 U.S.C. s.690 I et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 -42 U.S.C. s.960I et seq., and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act-M.G.L. Ch.21E;
 - c) The Contractor shall not be responsible or liable for any violation by the Town of any of such laws and regulations.

9. **DISCOVERY OF TOXIC OR HAZARDOUS WASTE OR MATERIALS** If, during the course of performing services hereunder, the Contractor discovers or observes at the site any previously unreported, unknown or unidentified toxic or hazardous waste or materials or substances the Contractor suspects or has reason to believe are toxic or hazardous, the Contractor shall immediately notify the Massachusetts Department of Environmental Protection and the Sudbury Board of Health.

10. **UNFORSEEN OCCURRENCES** If, during the performance of services hereunder, the Contractor encounters any unforeseen conditions or occurrences, including the discovery of toxic or hazardous waste or materials, which affect the Contractor's performance of services hereunder, the Contractor shall promptly notify the Town. After such notification the:

- a) The Town and Contractor may agree to proceed with completion of the services, with or without an adjustment in the cost therefore; or
- b) The Town and Contractor may agree to modify the scope of services and cost therefore to reflect a reduction of or addition to such services on account of the unforeseen occurrence; or
- c) The Town may terminate this agreement, in which case the Town shall pay the Contractor for all services rendered to the Town prior to such termination.

Election of action pursuant to option a) or b) shall be in writing signed by both parties.

11. **FORCE MAJEURE** The Contractor shall not be responsible for failure to perform or for delay in performance on account of circumstances beyond its control, including strikes, epidemics, pandemics, riots, wars, acts of nature or acts of government preventing performance. In the event of delay in performance on account of such circumstances, the time for performance shall be extended by a period necessary to allow completion; however, the Town may elect to terminate this agreement upon seven days' notice in writing if any such delay exceeds twenty- one days or continuation of the delay would result in the Town being unable to meet a requirement of state or local law for action on any matter pending before it within a certain time.

12. **TERMINATION**

- a) If the Town fails to make payment hereunder when due or fails to comply with any of its responsibilities hereunder, the Contractor may terminate this agreement upon fourteen days' written notice.
- b) The Town may terminate this agreement upon seven days' written notice if the Contractor fails to materially comply with any of its responsibilities hereunder, including performance in a timely fashion; fails to perform its services hereunder in accordance with the Standard of Care; or fails to comply with any requirement of law or regulation applicable to this agreement or the services hereunder.
- c) The Town may terminate this agreement at any time upon seven days' written notice. If such termination is without the fault of the Contractor, the Town shall pay the Contractor all compensation and reimbursement due to the Contractor up to the date of termination.

13. **NOTICE**

Notices shall be sent to the Town at:

Beth Suedmeyer
Planning and Community Development
278 Old Sudbury Road
Sudbury, MA 01776

and to the Contractor at:

Kevin Johnson, PE, PTOE

Executive Vice President
190 High Street, 3rd Floor
Boston, MA 02110

14. **OWNERSHIP OF DOCUMENTS** Following payment for the same to the Contractor, all documents and materials of whatever kind prepared by the Contractor and delivered to the Town pursuant to this agreement ("Instruments of Service") shall become the property of the Town; provided, that the Contractor may use its copies of such materials for educational or promotional purposes or for required submissions to governmental bodies. The Contractor shall not be responsible for misuse or modification of the Contractor's Instruments of Service by the Town or others for whom the Town is legally liable.
15. **INDEMNIFICATION** The Contractor shall indemnify and save harmless the Town and all of the Town's officers and employees against all costs, damages, suits and claims of liability of every name and nature (including reasonable attorneys' fees) to the extent caused by the negligence acts, errors, or omissions of the Contractor in the performance of this Contract and shall indemnify the Town for any third-party claim arising out of injuries to the Contractor's employees or others performing services for the Contractor. The foregoing is in addition to and not in limitation of any other rights and remedies available to the Town.
16. **LIMITATION OF LIABILITY** Neither party shall be responsible or liable to the other for special, indirect or consequential damages. Notwithstanding the foregoing, the limitation of liability set forth in this or any other provision of this Agreement shall not apply to claims by the Town for indemnification of claims of third parties asserted against the Town for which Contractor is liable.
17. **CONTRACTOR INSURANCE** The Contractor shall provide a certificate of professional liability coverage in the amount of one million dollars, and a certificate evidencing Contractor's commercial general liability, automobile liability, and workers' compensation insurance. The \$1,000,000 amount of Contractor's professional liability policy shall be the limits of ENGINEER's liability for professional negligence. All liability policies shall be written on an occurrence basis, and shall be primary and non-contributory.
18. **AMENDMENT OF AGREEMENT** Any amendments to this agreement shall be in writing and signed by both parties.
19. **APPLICABLE LAW** This agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth. Any litigation arising hereunder shall be brought solely in the state courts of the county in which the Town maintains its principal office.

(Signatures on the next page.)

In Witness Whereof the parties hereto have executed copies of this Agreement the day and year first above written.

Contractor:

By:

Town of Sudbury

By:

Print name: Kevin W. Johnson, PE, PTOE

Title: Executive Vice President

Date: _____

Print name: Maryanne Bilodeau

Title: Interim Town Manager

Date: _____



August 2, 2022

Beth Suedmeyer
Planning and Community Development Department
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

**RE: Proposal for Professional Transportation Engineering & Planning Services
Bruce Freeman Rail Trail (BFRT) Phase 3 – Project Development, Planning, &
Initiation.**

Town of Sudbury, MA

Fuss & O'Neill, Inc. Project No. 20200785.A30

Dear Ms. Suedmeyer:

This letter summarizes our proposed scope of services to provide transportation engineering & planning services to support efforts to advance the next phase of the redevelopment of the former New Haven Railroad Framingham & Lowell Line (CSX rail corridor) into a paved recreational multiuse trail known as the Bruce Freeman Rail Trail (BFRT). This proposal specifically focuses on what is known as Phase 3, which extends from intersection of Mass Central Rail Trail southerly to the Framingham Town Line, a distance of approximately 1.4 miles. The services provided will include data collection, alternatives analysis, concept planning, cost estimating, funding source/phasing recommendations, and preparation of initiation documents with MassDOT for eventual construction funding should the Town decide to pursue TIP funding source. Included in our design scope is the estimate of our fee for services and the general terms and conditions related to providing our services to you.

Project Understanding

The Massachusetts Department of Conservation and Recreation (DCR) has provided the town with a MassTrails Grant to look at feasibility of extending the BFRT from the existing terminus (known as Phase 2D, MassDOT 608164) at MCRT junction southerly to the Framingham Town Line. This next segment includes the significant grade crossing of Old Boston Post Road (Route 20) which will be a focal point during the study.

The scope of work presented in this proposal includes a detailed feasibility evaluation, concept development, and cost analysis. Improvements to be considered will include a 10' wide paved shared use path, connections to the existing sidewalk networks intersecting within the railroad corridor, safety upgrades to at-grade crossings, repairs or replacements of trail cross culverts, stormwater management, removal of hazardous materials, wayfinding signage, and other improvements that may be necessary to implement a fully functional paved recreational trail along

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Vermont



Ms. Beth Suedmeyer

August 2, 2022

Page 2 of 10

the CSX rail corridor. In general, we assume that this phase of BFRT will match aesthetically and contextually with improvements designed in Phase 2D. We will review potential locations and feasibility of a new paved parking area adjacent to this phase 3 segment of the corridor.

Environmental permitting thresholds shall be identified early so permitting budgets can be developed and accounted for within the design schedule.

The conclusion of this study will result in a preferred concept plan and recommendations for phasing and funding which will allow the project to advance either in segments or as a whole to preliminary and final design

Project Area

This project planning area begins at the Mass Central Rail Trail (MBTA owned)/Bruce Freeman Rail Trail Phase 2 junction, located near 37 Union Ave in Sudbury. This project area will be within the corridor of the former old New Haven Railroad Framingham & Lowell line (now owned by the Town of Sudbury) and concludes at the Eaton Rd W just over the Framingham Town Line, approximately 1.4 miles. In general, the work is limited to the former railway right-of-way of with some additional public and private right-of-way to be surveyed at the Route 20 intersection. Project study area is shown in *Attachment 1* (Plan titled “Project Study Area”).

Scope of Services

The basic services Fuss & O'Neill will provide consist of planning documents for the remaining 1.4 mile segment of the BFRT within the Town of Sudbury. A logical terminus at Eaton Rd W will be evaluated and included in the study. Concept plans will utilize relevant engineering standards described in the Manual on Uniform Traffic Control Devices (MUTCD), the American Association of State Highway Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, 6th Edition, 2011, the MassDOT Project Development and Design Guide (PDDG), AASHTO 2012 Guide for Pedestrian and Bike facilities, and Town of Sudbury DPW standards.

Task 100 – Data Collection

This task consists of compiling existing electronic survey maps which will allow a concept plan to be developed with enough accuracy for a preliminary construction cost estimate. Other pertinent data required will also be collected. Completion of this task will require the following:

Project Initiation

Hold a meeting with Town staff to review scope, discuss schedule, discuss milestones for deliverables, and verify that all expectations by the Town are clearly defined. The meeting will also



Ms. Beth Suedmeyer

August 2, 2022

Page 3 of 10

be an opportunity for brainstorming design ideas and any elements the Town wants to include in the proposed plans.

Full MassDOT Topographic Survey – 1.4 Mile Segment (Phase 3)

The survey includes a full MassDOT level topographic survey beginning approximately at the South Sudbury Train Station/MCRT Junction and continuing southerly to the Framingham Town Line Boston Post Road, approximately 1.4 miles. The existing conditions survey will conform to the 2014 MassDOT Survey Manual which will include preparing field notation books and setting benchmarks and traverse according to these requirements. The survey includes utilities, structures, wetland features, and grade crossings. Also included is research of property deeds/titles, record plans, RR value mapping, and other documents to be able to plot Right-of-Way (ROW) lines on the base map. The resultant product will be an existing condition plan suitable for design as a MassDOT administered (or other funding) project. *Attachment 2* depicts the limit of survey for this scope of work.

The following tasks will be performed relating to data collection and base map preparation:

- Provide vertical and horizontal control points throughout the project area. Horizontal control will be based on the NAD 83 datum, and vertical control will be based on NAVD 88 datum. Benchmarks will be set at 500-foot intervals.
 - Prepare plans to show curb lines, edge of pavement, driveway locations, side street locations, aboveground utilities and utility structures, other roadside or trailside features (poles, guardrails, stone walls, etc.), traffic signs, edge of woods, and landscape details (including individual trees greater than 6" in diameter that are between the edge of the woods and the existing edge of pavement). Locate house and building fronts as specified above, and locate and show any wetland/rivers act flagging placed by others within the project area. Survey will also include, where the sidewalk meets the buildings, surface features of the thresholds, steps, sidewalk vaults, basement access, stairs, and railings, etc.
 - Indicate the location, size, and type of all existing utility lines, pipes, and cables within the project area, including the inverts of all gravity flow pipes.
 - Prepare base plans of CSX rail corridor depicting information gathered, including existing street layouts based on plans of record, abutters' property lines, and information based on the current assessor's plans.
- Prepare a digital terrain model of the project area and produce contours on the base plans to specified interval.



Ms. Beth Suedmeyer

August 2, 2022

Page 4 of 10

Record Plan Research

Investigate public record documents through MassGIS, Middlesex South Registry of Deeds, and Sudbury Online Assessors Map. Verify all property data included within MassDOT Topographic Survey and revise as needed. Identify Deeds with land restrictions that would impact the path design. Review and compile existing information for the project area, including:

- Existing utility plans and data
- Existing street and CSX rail corridor layout and property line information
- Order of taking plans from recent purchase of CSX corridor by Town of Sudbury
- Assessor's plans and property owner's information

Compile Base Map & Plot Property Lines

Deliver a hard copy of the base plans at a scale of 1"=20' and an electronic drawing in AutoCAD 2018 or newer format prepared to 2014 MassDOT guidelines or most recent issued MassDOT Survey Manual guidance as of the date of this proposal. Existing property lines will be shown based on field monumentation uncovered and record plan data.

Field Walk and Photo Log

Conduct a field reconnaissance of the project area including review and evaluation of the condition of existing rail bed, roadside slopes and features, areas of potential environmental resources, and adjacent parcel buffers. Photos will be provided to the Town for record.

Wetland Delineation, Data Forms, & Environmental Resource Report

Wetland Scientists will delineate wetland resource areas within and immediately adjacent to the subject parcel up to 100 feet of the proposed work areas (200 feet for perennial streams). Wetland areas will be identified in accordance with the Massachusetts Department of Environmental Protection Division of Wetlands and Waterways Handbook for Delineating Bordering Vegetated Wetlands under the Massachusetts Wetlands Protection Act (1995), the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (1987), Northcentral and Northeast Regional Supplement v 2.0 (2012), and the City's local Wetland Protection Bylaws/Ordinances as applicable.

- Resource area boundaries identified will be flagged with nylon surveyor's tape and each flag will be labeled with a unique alpha-numeric code. It is our understanding that location/survey of the flags will be completed by others. Data will be collected to characterize each resource area and prepare the MassDEP BVW Field Delineation Data Forms to the extent conditions permit data collection, although forms will not be prepared under this task. Representative photographs of wetlands and adjacent uplands will also be taken. A wetland sketch will also be prepared under this task.
- We will further delineate jurisdictional areas of wetland resources according to the Town of Sudbury WPA By-Law within the corridor if they such exist. Given the context of this segment of the BFRT, it does not appear an ANRAD filing will be necessary at this early



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design stage as the wetland delineation lines will be very clear, as opposed to the topographic features (such as ditches, swales, intermittent streams) that were present in phase 2D.

A summary report documenting the findings of the wetland site investigation will be prepared based upon the initial findings. A description of wetland resource areas will be prepared based on review of available published information including:

- Plans of record
- Aerial photography
- USGS topographical maps
- National Wetland Inventory (NWI) Maps
- Flood Insurance Rate Maps (FIRM)
- Groundwater and Surface Water Maps
- MassDEP Watershed Maps
- Natural Resources Conservation Service (NRCS) Soil Survey Maps
- Natural Heritage Endangered Species
- Database maps available via Massachusetts Geographic Information System (Mass GIS)

Traffic Counts

In order to determine traffic impacts and proposed conditions at Route 20, we will need to collect the following data:

- 48 hour Automated Traffic Recorder (ATR) – 1 at Boston Post Road, between Union Ave and Nobscott Road. 1 on Nobscott Road 250' south of Boston Post Road, 1 on Union Avenue.
- Conduct AM and PM weekday peak hour turning movement counts (TMC) at the intersections of Boston Post Road/Nobscott Road and Boston Post Road/Union Avenue

Task 200 – Alternative Analysis & Concept Plan

This task will allow for momentum to continue directly into the design phase with a preferred concept plan, cost estimate, and phasing recommendation. Upon compilation of the existing condition base map, we will provide up to three concept route alignments (if that many are needed) for discussion and review with the Town. The deliverable will be graphic sketch of alternative routes. A brief/high level comparison matrix will be provided on an as-needed basis depending on variability of route alternatives. The deliverables will also be suitable for the necessary backup documentation if the Town wanted to initiate a TIP project with MassDOT. Additional specifics of the scope of work are provided below



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Internal Team Meetings and Coordination

We will coordinate with survey subconsultant on base map preparation, and review the previously prepared BFRT feasibility study by CTPS in 2006

Prepare Route Alternatives

Upon compilation of the existing condition base map, provide up to three concept route alignments for discussion and review with the Town. The deliverable will be graphic sketch of alternative routes. A brief/high level comparison matrix will be provided on an as-needed basis depending on variability of route alternatives. The three alternatives are assumed to be consistent outside of the immediate Route 20 crossing. Two of the alternatives will include potential areas for new public parking area adjacent to the trail. These locations are assumed to be at Nobscott/Route 20 intersection south of Route 20 and the other adjacent to a private driveway at Chiswick Park LLC. For budgeting purposes, one of the Route 20 grade crossing alternatives considered will be a new overpass. Fuss & O'Neill will only look at feasibility, preliminary layout/ROW impacts, and cost. We will not perform structural engineering calculations or designs relating to a new overpass at this design stage.

Preliminary Structural Evaluations of Bridge & Culvert Crossings

A structural engineer will conduct a field visit to inspect and review conditions of existing stormwater structures that fall within the existing Phase 3 corridor. Any structures outside of the preferred route alignment will be excluded from this evaluation. Enough information will be gathered to provide recommendations on the magnitude of repairs/replacements for inclusion in the concept design. The deliverable will be a memo describing the findings and recommendations. We will also look at the feasibility of any new bridges/culverts that may be needed within the trail and/or over Route 20.

Concept Plan Preparation

Upon completion of meetings and stakeholder engagement under task 300, we will develop a preliminary graphical plan of the preferred shared-use path alignment, access points, trail heads and connections, at-grade road crossings, any required proposed improvements to slope stability, rehabilitation or replacement of culvert/bridge structures, and public utilities for the preferred design alternative. The deliverable will be a color rendering concept plan that graphically represents the proposed improvements. This plan shall be useful to the Town for master planning and public presentation purposes. It is assumed only one concept plan of the preferred route alternative will be prepared.

Environmental Permitting Needs Assessment

We will develop a list of anticipated environmental permits that will need to be obtained based on the impacts presented on the preferred alternative alignment. This may include local and state permitting relating to the Wetland Protections Act as well as MEPA, MassDEP, and Army Corps.



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Of Engineers. Potential options for wetland replication or mitigation will be discussed at a high level to ensure feasibility and clarity in order for future scoping and design efforts.

Preliminary Typical Trail Cross Sections

Provide initial typical cross sections at representative locations along the proposed concept trail alignment. Cross sections will show excavation limits, proposed paving materials, property lines, and wetland limits.

Construction Cost Estimate

Prepare a preliminary construction cost estimate based on the major features of the preferred design alternative. This estimate shall be provided with the Project Initiation Form (PIF) for MassDOT and have enough detail to support a future MassDOT TIP funding request by the Town. We will prepare a matrix of design costs for different phasing strategies so which may factor in to how the Town decides to proceed with overall project phasing We will also estimate the future design and permitting costs based on the final project phasing recommendation..

Task 300 - Project Meetings & Final Recommendations

This task includes coordination with various public stakeholder groups including DPW, Select Board, and MassDOT to get feedback on the overall concept plan. MassDOT will be important to engage relating to the crossing at Route 20 and for potential TIP funding. Also included will be a project phasing analysis to determine if the project is better suited to be segmented depending on construction cost, funding availability (from Town, State, grants, other), environmental permitting challenges, etc. A final recommendation will be made for project phasing. We will include preparing the Project Need (PNF) and Project Initiation Form (PIF) using the MaPIT website if MassDOT administration is the desired outcome based on the phasing analysis and recommendations. Additional scope for this task as follows:

- One (1) monthly progress check-in meeting with the Town of Sudbury Planning & Economic Development Staff (for a total of 8 months). Meetings to be virtual. We will review current progress and discuss technical material related to alternatives analysis and findings.
- We will present the alternatives analysis and preferred concept plan at up to three (3) stakeholder meetings (such as direct abutters that need to be coordinated with) during daytime business hours virtually to gain feedback. We defer to the town what departments or entities are most crucial to gain input from.
- F&O will design, facilitate, prepare materials, and attend one (1) community workshop as follows:
 - **Community Workshop: Listening Session**
 - Leading up to the community workshop, F&O will work with the Town of Sudbury to communicate the project's purpose, goals and schedule, to



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build awareness of the project, promote the first community meeting to the public. The Town will identify target audiences and stakeholders. Fuss & O'Neill will prepare communication materials that the Town can use in a variety of platforms. The Town will deliver the communication materials by:

- Posting on Town website
- Promotion in local media outlets
- Postings on Town social media platforms (Facebook, Twitter, etc.)
- Distribution of project posters in project area and public buildings
- Direct e-mails to key stakeholders and groups.
- The community workshop will include the following agenda items:
 - Introductions of Town and Design team participants
 - Presentation on existing conditions and key issues
 - Early analysis findings from consultant team
 - Break audience into smaller groups at design stations focusing on specific key issues in the project area
 - Opportunity for stakeholders and participants to express ideas for the project design
- Prepare the following materials for use in the Community workshop:
 - Aerial Mapping
 - Completed survey / base-map to draw on
 - Large format plans of project area and overlays for collaborative sketching
 - Boards to display applicable data
 - Photographs of the project area
 - Handouts for participants
- We will coordinate and attend up to two (2) meetings with the BFRT Design Task Force if necessary. Meetings are assumed to be virtual. Posting of meeting links shall be completed by the Town. Meeting minutes will be prepared by F&O
- We will assist the Town at one (1) presentation of the alternatives analysis / preferred concept to the Select Board, virtually. It is assumed the Town will prepare and lead the presentation. F&O will provide graphics and answer technical questions. At this meeting we will look for a letter of recommendation from the Select Board to include with MassDOT initiation documents should the Town decide to pursue TIP funding.
- We will attend one meeting with the MassDOT District 3 Project Development Section to get State input on project candidacy as a TIP project. We will provide the preferred alternative developed under Task 200 for their review and comment. We will discuss limits



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of work, funding sources, design schedules, and expectations for future deliverable phases of this project (if advanced) at the meeting.

- If after meeting with MassDOT the project receives District support, we will prepare the MassDOT Project Need Form (PNF) electronically and provide the required supporting documentation.
- We will prepare the Project Initiation Form (PIF) for submission to the State's Project Review Committee (PRC) for approval funding of improvements. The application will be through the "MaPIT" website per MassDOT standard procedure.

Assumptions

1. This scope of services is limited to data collection, concept planning, and providing the required PNF, PIF, and supporting documentation that is necessary to have a project number assigned by MassDOT if desired. Detailed engineering designs & calculations are not included in our scope at this design stage
2. Planning work is limited to the project area shown on *Attachment 1*.
3. Concept plans and estimates will not be suitable for construction or bidding.
4. Survey Subconsultant will coordinate access to private Chiswick Park parcel for topo survey. Town will provide contact information and assist with coordination effort as needed.
5. A property boundary survey for this project is not included nor anticipated to be required.
6. Permitting (environmental, local, state, other) is not included. Filing of a ANRAD is not included.
7. Traffic signal analysis is limited to intersection of Nobscot Rd/Route 20 and Route 20/Union Ave.
8. Structural engineering/analysis shall be limited to evaluation of existing culvert crossings of the CSX corridor and providing recommendations for overpass structure at Route 20 as an alternative to at-grade.
9. Additional public outreach (such as a GIS story map, public website, additional meetings, etc.) can be provided for an additional fee if requested.
10. If the Town decides to pursue this project with MassDOT, we anticipate the PNF/PIF form will result in an award of a MassDOT project number; however, Fuss & O'Neill cannot guarantee that this project will be approved for administration under MassDOT.

Fee for Services

Fuss & O'Neill proposes to provide professional services on a lump sum basis for a fee of **\$147,380**. The lump sum fee includes direct expenses at cost for such items as travel and reprographics. Our policy is to invoice on a monthly basis using a percent complete for each of the



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project tasks shown below. Additional services outside of this Scope can be provided as Additional Work on an hourly rate basis with prior written authorization.

| Project Development, Planning, & Initiation | Contract Fee |
|--|---------------------|
| Task 100 – Data Collection | \$71,800.00 |
| Task 200 – Alternatives Analysis & Concept Plan | \$43,800.00 |
| Task 300 – Project Meetings & Final Recommendations | \$31,780.00 |
| Total Fee | \$147,380.00 |

Schedule

Upon authorization of this contract and barring any setbacks due to unforeseen events relating to weather/snow/ice and COVID-19, we estimate the tasks schedule as follows:

- Data Collection – *10 to 14 weeks*
- Alternatives Analysis & Concept Plan – *6 to 10 weeks*
- Project Initiation– *4 to 6 weeks*

General Terms and Conditions

Fuss & O'Neill, Inc will enter into a new contract with the Town of Sudbury (to be provided/negotiated under separate cover). The contract fees in this proposal are in effect until June 30, 2023, any delays caused by others resulting in work to occur beyond this date may result in a fee adjustment. Additional work, if required, due to changes in the project size or scope of work as understood at this time or for other reasons such as requirements imposed by the Town, DCR, or MassDOT, would be considered extra work.

Thank you for requesting engineering service from Fuss & O'Neill. We look forward to working with the Town of Sudbury on the next chapter of the BFRT.

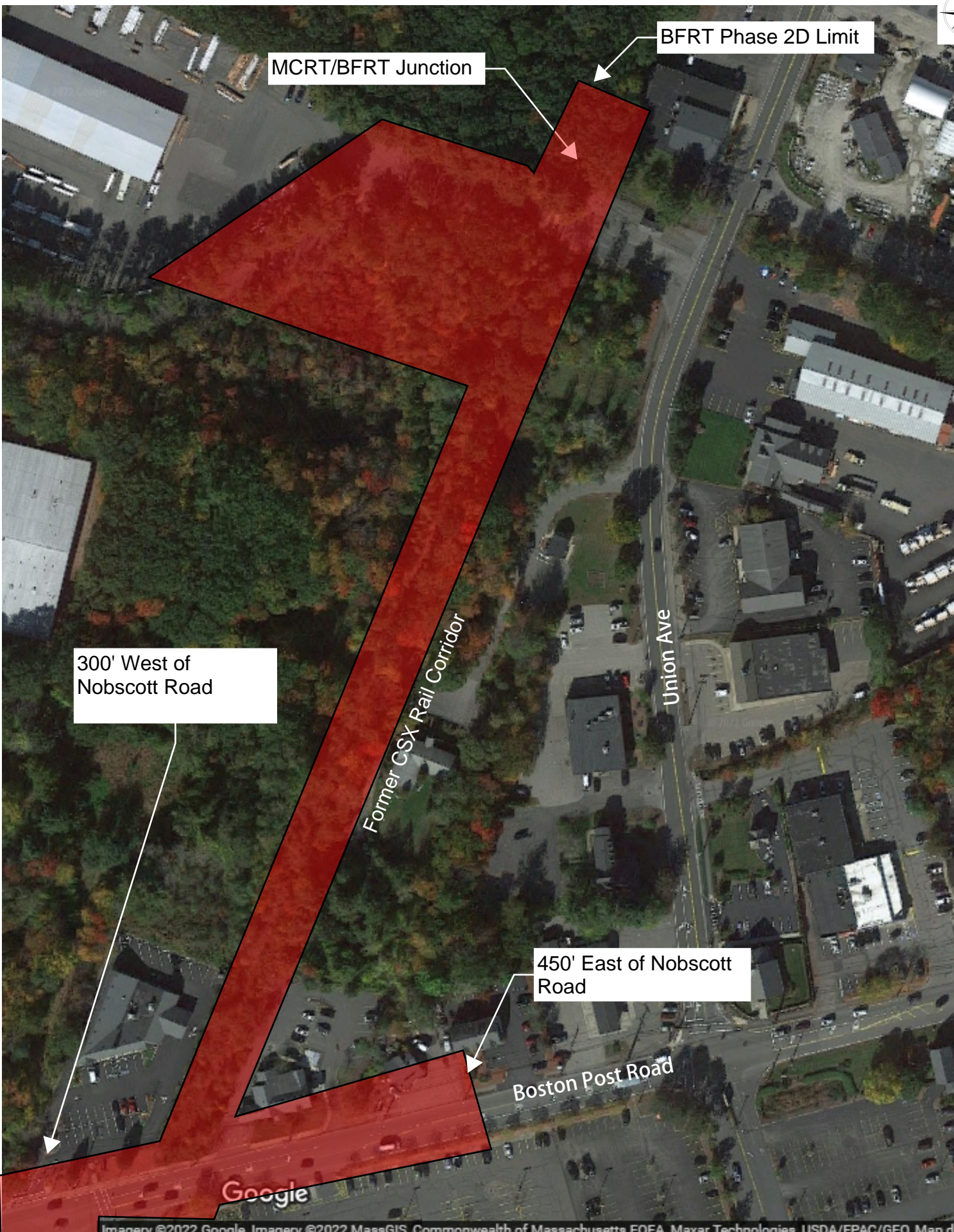
Sincerely,

Nicholas J. Lapointe, P.E.
Senior Project Manager

Kevin Johnson, P.E., P.T.O.E
Executive Vice President

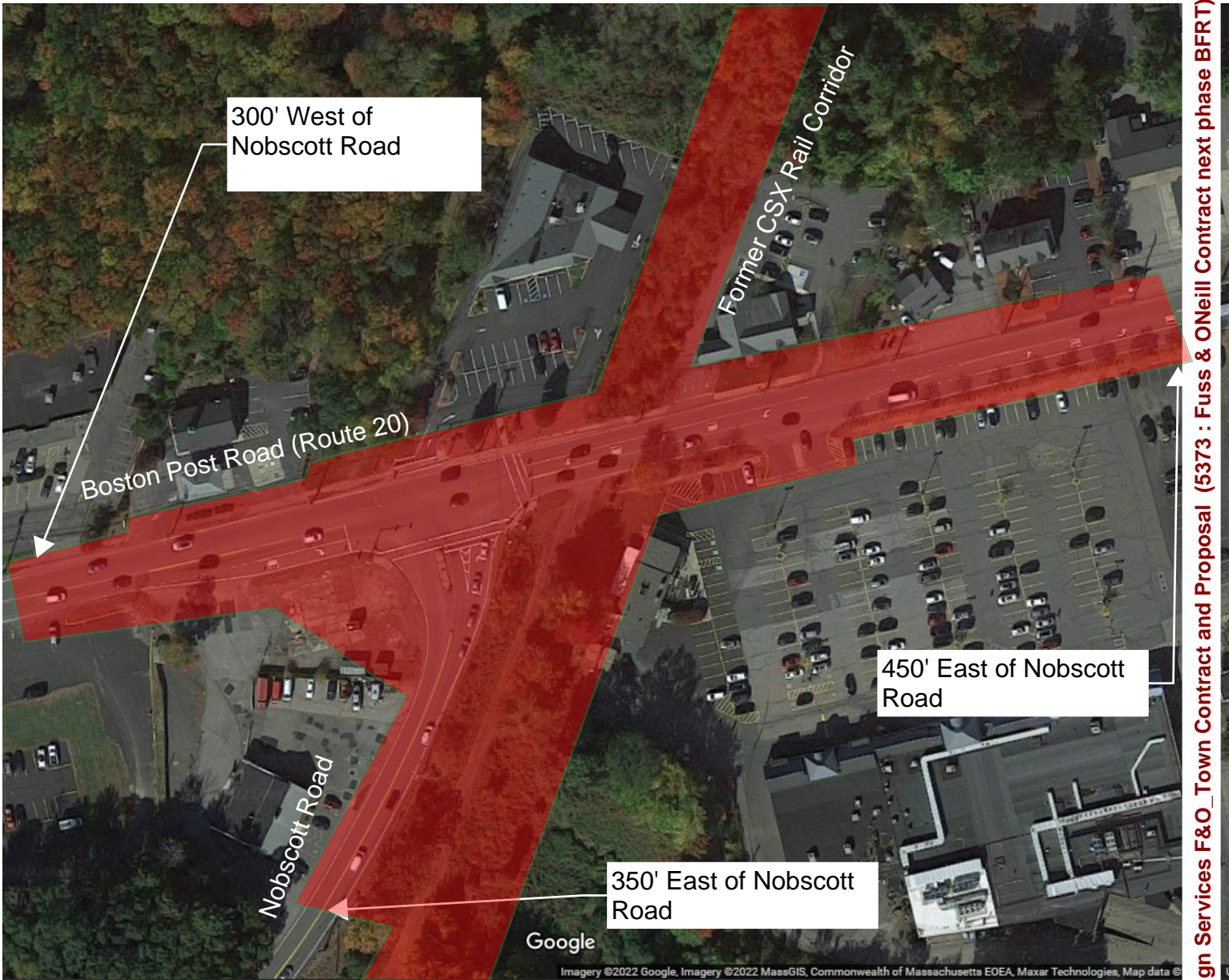
Attachments: 1 – Project Area Sketch
2 – Survey Limit Sketch

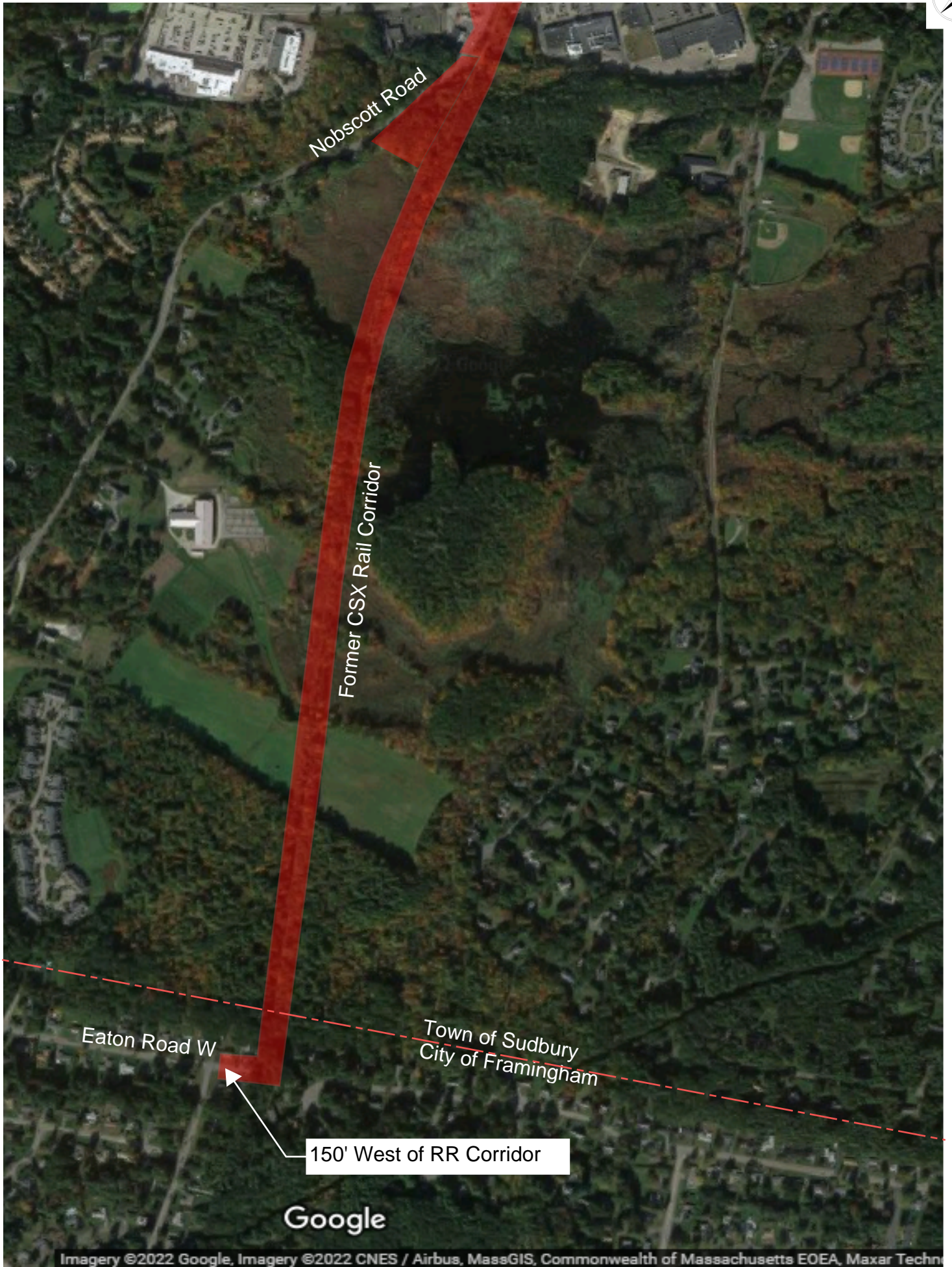


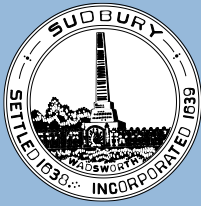


Imagery ©2022 Google, Imagery ©2022 MassGIS, Commonwealth of Massachusetts EOE, Maxar Technologies, USDA/FPAC/GEO, Map d

Attachment 7.a: BFRT_CSX Conceptual Design Services F&O_Town Contract and Proposal (5373 : Fuss & O'Neill Contract next phase BFRT)





**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**8: Vocational Education update****REQUESTOR SECTION**

Date of request:

Requestor: Member Kouchakdjian

Formal Title: Vocational Education update by Board Member Lisa Kouchakdjian

Recommendations/Suggested Motion/Vote: Vocational Education update by Board Member Lisa Kouchakdjian

Background Information:
attached documents

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|--------------------------|---------|
| Patty Golden | Pending |
| Melissa Murphy-Rodrigues | Pending |
| Barbara Saint Andre | Pending |
| Robert C. Haarde | Pending |
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM

OPPORTUNITY – ADMISSIONS POLICIES AND PRACTICES

OVERVIEW

A CVTE school/program's decision to employ a selective admissions process is a significant responsibility for the school with lasting impacts on applicants. Massachusetts [regulations](#) require all public schools, including CVTE schools, to admit students "without regard to race, color, sex, gender identity, religion, national origin, or sexual orientation," and [prohibit](#) CVTE schools from "discriminat[ing] in the enrollment of students with disabilities." Also, [guidance](#) from the U.S. Department of Education has clarified that schools "must have procedures to ensure that homeless children and youths who meet the relevant eligibility criteria do not face barriers to accessing academic and extracurricular activities, including...career and technical education...if such programs are available at the State or local levels." The CVTE [admissions regulations](#) include important guardrails to support CVTE schools/programs in providing equitable opportunities for students to access CVTE pathways.

REQUIREMENTS

All CVTE schools/programs approved under Chapter 74 **must**:

- Admit resident students who meet the minimum requirements for admission prior to accepting non-resident students seeking the same program.
- Condition admission on a student having been promoted to the grade that they have been admitted to enter.

All CVTE schools/programs approved under Chapter 74 **must** include in their admissions policy:

1. A description of the process for application and admission to the school, as well as admission to particular programs within the school, including any criteria, lotteries, or other processes to be used in selecting students;
2. A plan that includes deliberate, specific strategies to promote equal educational opportunities and attract, enroll, and retain a student population that, when compared to students in similar grades in sending districts, has a comparable academic and demographic profile;
3. A description of the exploratory program, if such program is required by [603 CMR 4.03\(4\)\(e\)](#); and
4. A process for prospective students and parents/guardians to appeal to the superintendent or their designee the decision to deny the prospective student admission to the school or program. The superintendent or their designee shall maintain documentation as to the specific admission requirements that were used to deny admission and shall provide such documentation to the Department or to the prospective student's parent/guardian upon request.

CVTE schools/programs that use selective criteria for admissions **must not**:

- Use criteria that have the effect of disproportionately excluding persons of a particular race, color, national origin, sex, gender identity, sexual orientation, religion, or disability unless they demonstrate that:

- Such criteria have been validated as essential to participation in vocational programs; and
- Alternative equally valid criteria that do not have such a disproportionate adverse effect are unavailable.
 - See the [federal Guidelines](#) (34 CFR App'x B to Pt. 100) at Section IV(K).
- Apply criteria when there are fewer applicants than available seats.
- Consider excused absences.
- Consider a student's minor behavior or disciplinary infractions.
 - This means CVTE schools/programs cannot consider any student conduct other than infractions that resulted in suspensions or expulsion pursuant to [M.G.L. c.71, § 37H](#) or [M.G.L. c.71, § 37H-½](#), or resulted in suspension or expulsion for more than 10 days for a single infraction or cumulatively pursuant to [M.G.L. c.71, § 37H-¾](#).

Sending districts **must**:

- Offer opportunities to CVTE schools/programs to provide students with information on-site at their middle schools, as well as through mail and email.

Sending districts **must not**:

- Count middle school student tours of CVTE schools/programs during the school day as unexcused absences.
 - Provided that the CVTE school/program confirms the student's participation.
- Unreasonably withhold student access to CVTE school/program tours during the school day.

Important practices beginning with the 2021-22 school year:

- CVTE schools'/programs' board of trustees or school committee must **annually approve** any selective criteria to be used in admissions.
- The superintendent of the CVTE school/program must submit an **annual attestation** to the Department that their admissions policy complies with federal and state law and any relevant guidelines issued by the Department or the U.S. Department of Education.
- CVTE schools/programs must **submit** their admissions policy to the Department by October 1, 2021.
 - If a school/program subsequently revises its policy, they should re-submit it to the Department within 30 days.
 - The Department recommends that the submitted policy includes any applicable forms or documents used for admissions purposes, for example:
 - Application form
 - Interview questions
 - Score sheets
 - Materials used to train staff
 - Other supporting documents
- CVTE schools/programs must **maintain a record** of all students who apply for admission, enroll in the school, or are placed on a waitlist, and their score on admissions criteria, if used, and provide such information to the Department upon request.
- CVTE schools/programs must **annually publish** their admissions policy in their program of studies, post a copy on the school website, and provide a copy to each student applicant and their parent/guardian.

- CVTE schools/programs must ensure that all admissions materials are in **both English and the primary language of the home**, if such primary language is other than English.

NOTE FOR NON-CHAPTER 74 (PERKINS) PROGRAMS

Although the Department's admissions regulation applies to Chapter 74 state-approved programs, Perkins programs must comply with Massachusetts [regulations](#) concerning equal educational opportunities, and admit students "without regard to race, color, sex, gender identity, religion, national origin, or sexual orientation," and may not [discriminate](#) "in the enrollment of students with disabilities." Further, Perkins programs are subject to the federal [Guidelines for Vocational Education Programs](#), which state in section IV.A. that "[c]riteria controlling student eligibility for admission to vocational education schools, facilities and programs may not unlawfully discriminate on the basis of race, color, national origin, sex, or handicap. A recipient may not develop, impose, maintain, approve, or implement such discriminatory admissions criteria."

CONSIDERATIONS

IF SEEKING TO IMPLEMENT A SELECTIVE PROCESS

- Before adopting selective criteria, admissions directors are urged to provide guidance to those involved in the admissions process on implicit bias and best practices to avoid it.
- Admissions practices that promote sufficient inter-rater reliability (consistency of scoring) among those who score applicants will help CVTE schools/programs avoid issues of subjectivity and potential for bias.
- Below is a series of questions that may help guide CVTE schools/programs as they set or revise their admissions policies:
 - What factors, if any, does the CVTE school/program find essential for students to participate in CVTE?
 - What indicators best demonstrate that an applicant meets these essential factors?
 - Does the CVTE school/program already have evidence that these indicators disproportionately exclude protected classes of students?
 - i.e., on the basis of race, color, national origin, sex, gender identity, sexual orientation, religion, or disability.
 - What alternative criteria has the CVTE school/program considered?
 - How is the CVTE school/program training admissions staff on issues like implicit bias?
 - If the CVTE school/program assigns point values to applicants, how are tied scores resolved?
 - If the CVTE school/program requires applicants to attend interviews or functions outside of regular school hours or away from the applicants' schools, what arrangements has the CVTE school/program made for transportation?

Questions regarding Vocational Education asked at the June 28, 2022 Select Board meeting.

| School | Accepting new members Yes/No? ¹ | Cost to join? ² | Curriculum/Academic Offerings? ³ |
|---|---|----------------------------|---|
| Minuteman Regional Vocational Technical High School <i>Lexington, 10.4 miles from LSRHS</i> | ??? | ??? | ??? |
| Assabet Valley Regional Technical High School <i>Fitchburg, 11.2 miles from LSRHS</i> | ??? | ??? | ??? |
| Keefe Regional Technical School <i>Framingham, 9.7 miles from LSRHS</i> | ??? | ??? | ??? |
| Nashoba Valley Technical High School <i>Westford, 15.2 miles from LSRHS</i> | ??? | ??? | ??? |
| Northeast Metropolitan Regional Vocational High School <i>Malden, 28.8 miles from LSRHS</i> | ??? | ??? | ??? |

Notes:

1. It is first important to know if a regional school is accepting additional communities or not. If they are not admitting additional communities, then additional time and effort gathering information for that regional school is wasted, except for future comparison purposes. If they are accepting new communities, are there any admission criteria to meet?
2. Knowing the cost of any one-time admittance fee is important, especially as some reported numbers are \$1M+. We don't have that kind of money laying around. A \$200k buy in we might be able to obtain from free cash, but if it is \$1M+, we need to plan for that. That level of money would likely require some kind of tax override vote. If that is the route we go, we need a lot of time to raise public awareness ahead of Town Meeting, otherwise past trends indicate it will fail.
3. Knowing more about the curriculum is important, to ensure our kids get the great, differentiated educations they need.

Massachusetts Board of Elementary and Secondary Education change vocational education admissions policies:

<https://www.bostonglobe.com/2021/06/22/metro/boost-access-vocational-schools-mass-drops-requirement-consider-grades-attendance-or-discipline-admissions/>

<https://commonwealthmagazine.org/education/state-ed-board-approves-voc-school-admission-changes/>

Communities that also left Minuteman in 2015-2020: Belmont, Boxborough, Carlisle, Dover, Lincoln, Sudbury, Wayland, and Weston. What are they doing now?

Comparison Data of Four Vocational Education School Districts

| | Minuteman Lexington | Assabet Marlborough | Nashoba Westford | Keefe Vocational (South Middlesex) Framingham |
|---|--|--|--|---|
| Logistics | | | | |
| Distance from Lincoln Center | 3.5 miles | 17.1 miles | 16.3 miles | 19.9 miles |
| Tenure of Principal | Former Asst. Princ. Interim 12/2014 | 8 years | Promoted Director of Curriculum to Principal in 2010 | January 2014, Prior 5 years as Academic Coordinator |
| Tenure of Superintendent | 2008 | December 2014 Formerly the Principal at MM | 20 years Incumbent will be retiring in 2016 | January 2014, 20 Years in District |
| Student/Teacher Ratio | 8.5: 1 | 10.4: 1 | 12.6:1 | 9:01 |
| Website current, up to date | Yes | Yes | Yes | Yes |
| Accountability level 1-5 (1 being the highest): 2014 | Level 2 | Level 2 | Level 1 | Level 1 |
| Accademic Offerings | | | | |
| English | 23 courses including Honors & AP programs | 21 course offerings including Honors & AP | 10 course offerings including Honors and A&P | 14 course offerings including Honors |
| Math | 22 courses including: Algebra (Including Honors), Pre-Calculus(Inclu ding Honors), Calculus (Including Honors & AP), Geometry (Including Honors), Trigonometry, Business Math, Consumer Math, Foundations of Career Tech Math | 15 course offerings including: Alegebra, Geometry, Honors Geometry, Pre-Calculus, AP Calculus, Financial Literacy, Contemporary math for the informed consumer, Numeracy, Analysis of everyday data, MCAS Math Prep | 10 course offerings including: Algebra, Pre-Calculus, Calculus. Advanced placement AB Calculus, Computer Science and Statistics | 15 courses including: Algebra I and II (Including Honors), Pre-Calculus(Including Honors), Calculus (Including Honors), Geometry (Including Honors), Trigonometry, Statistics, Mathematical Concepts |

Comparison Data of Four Vocational Education School Districts

| | Minuteman Lexington | Assabet Marlborough | Nashoba Westford | Keefe Vocational (South Middlesex) Framingham |
|---|--|---|--|---|
| Foreign Language | 9 programs: French, Latin & Spanish | Spanish 3 levels, Portuguese 3 levels | Spanish 4 levels | Spanish 3 levels (I, II, Literature), 10 English Language courses (ESL I, II, III, IV, V, ESL Literature) |
| Science | 18 courses: Anatomy & Physiology, Biology(Including Honors), Chemistry(Including Honors), Nutrition & the Body, Physics(Including Honors), Psychology, Technology/Engineering | 15 course offerings: Biology, Cellular & Evolutionary Biology Lab (and Honors) , Anatomy & Physiology, Chemistry , Honors Chemistry, Chemistry Lab, Forensics, Physics, Physics Lab, Honors Physics lab, AP Physics, Pre-engineering, MCAS Science Prep | 15 course offerings include: Life Science (and Honors), Biology (and Honors), Chemistry (and Honors), Physics (and Honors), Electrical Code, Plumbing & Heating Code | 14 course offerings: Biology I, II, Chemistry Lab, Physics Lab (including Honors), Engineering and Technology Lab, Anatomy & Physiology Lab (including Honors),Environmental Science Lab, Human Biology, Forensic Science Lab (including Honors) |
| Hands On Learning Opportunities in Academic Classrooms | Yes | Yes | TBD | Yes |
| Social Studies | 13 courses: Civics, US History(Including Honors), US History & Cinema, Modern World History (Including Honors),World History 500-1800 (Including Honors) | 4 year requirement. US History I, II & III, US History Honors and AP, Modern World Geopolitics, AP Government & Society, War in Film, Contemporary issues, Psychology, Economics | 8 course offerings include: World History, US History I, US History II, Government, Sociology & Psychology, | 4 year requirement US History I (including Honors), II(including Honors), Current World Affairs), Law and Society (including Honors), Business Management (including Honors) |
| Number of AP classes in English | Literature & Composition | Language & Composition Literature & Composition | Language & Composition Literature & Composition | No |
| Number of AP classes in Math | Calculus AB & BC | Calculus AB Page 2 of 8 | Calculus AB Statistics Computer Science | No |

Comparison Data of Four Vocational Education School Districts

| | Minuteman Lexington | Assabet Marlborough | Nashoba Westford | Keefe Vocational (South Middlesex) Framingham |
|---|--------------------------------|------------------------|--|--|
| Number of AP classes in Foreign Languages | German (2013) | None | None | No |
| Number of AP classes in Science | Enviromental Science (2013) | Physics | Biology Physics Chemistry Physics C Mechanics | No |
| Number of AP classes in History | No | US History | US History | No |
| Number of AP classes in Social Sciences | No | US Government | US Government & Politics | No |
| Offers AP Computer Science (Y/N) | Yes | No | No | No |
| Industry Aligned Curriculum | Yes | Yes | Yes | Yes |
| Offers Internship Opportunities | Yes | Yes | Yes | Yes |
| Local Actual Academic Attainment Perkins Report: 2014/2015 | | | | |
| Academic Attainment - Language Arts | 93.21% | 92.86% | 95.48% | 82.58% |
| Academic Attainment - Mathematics | 68.52% | 76.37% | 76.13% | 60.15% |
| Technical Skill Attainment 2S1 | 98.26% | 97.92% | 100.00% | 96.81% |
| Completion 3S1 | 92.44% | 97.92% | 100.00% | 92.36% |
| Graduation Rates 4S1 | 90.54% | 95.24% | 98.08% | 89.61% |
| Placement 5S1 | 98.55% | 96.53% | 97.24% | 92.70% |
| Nontraditional by Gender Participation | 17.33% | 24.11% | 21.92% | 15.16% |
| Nontraditional by Gender Completion | 15.22% | 21.43% | 17.73% | 13.68% |
| Select Vocational Programs | | | | |
| Robotics, Engineering | Yes/Yes | No/Yes | Yes/Yes | No/Yes |
| Computer Programming and Web Development | Yes | Yes | Yes | Yes |
| Telecommunications & Fiber optics | To be eliminated 9/2018 | No | No | No |
| Design and Visual Communications | Yes | Yes | Yes | Yes |
| Biotechnology | Yes | Yes | Yes | No |
| Environmental Science and Technology | Yes | No | No | No |
| Automotive mechanics | Yes | Yes | Yes | Yes |

Comparison Data of Four Vocational Education School Districts

| | Minuteman Lexington | Assabet Marlborough | Nashoba Westford | Keefe Vocational (South Middlesex) Framingham |
|---|---------------------------------------|------------------------|---------------------|--|
| Automotive collision | No | Yes | Yes | Yes |
| Electrical wiring | Yes | Yes | Yes | Yes |
| Metal Fabrication & Welding | Yes | Yes | No | Yes |
| Machine tool technology | No | No | Yes | No |
| Advanced Manufacturing | Starts 9/2016 | Yes | No | No |
| Carpentry | Yes | Yes | Yes | Yes |
| Plumbing & Heating | Yes | Yes | Yes | Yes |
| Painting & Design | No | Yes | No | No |
| Drafting Design | No | Yes | No | No |
| Television, Media/Theater Art | No | No | Yes | No |
| Multi-Media Engineering | New 9/2016 | No | No | No |
| Business Technology | No | Yes | No | Yes |
| Banking, Marketing, Retail | *Marketing To be eliminated 9/2018 | No | Yes | No |
| Health Assisting | Yes | Yes | Yes | Yes |
| Health Technology | No | Yes | No | Yes |
| Dental Assisting | No | No | Yes | No |
| Early Education, Care | Yes | No | Yes | Yes |
| Culinary Arts & Hospitality | Yes | Yes | Yes | Yes |
| Cosmetology | Yes | Yes | Yes | Yes |
| Veterinary Assistant | No | No | Yes | No |
| Horticulture & Landscaping | Yes | No | No | Yes |
| Discipline and Attendance: 2014/2015 | | | | |
| % of students with fewer than 10 absences/year | 53.40% | 61.00% | 83.20% | |
| % of students with at least 1 suspension/year | 13.0% | 11.90% | 5.00% | 10.90% |
| Financial Implications: 2015/2016 | | | | |
| In district cost per student | \$ 27,224 | \$11,000 - \$14,0000 | \$10,000 - \$13,000 | \$18,000 |

Comparison Data of Four Vocational Education School Districts

| | Minuteman Lexington | Assabet Marlborough | Nashoba Westford | Keefe Vocational (South Middlesex) Framingham |
|---|--|---|---|--|
| Out of district cost per student | \$17,556 + \$4,500 for SPED Does not include transportation or capital assessment | \$16,587 Does not include transportation or SPED. Does not charge for capital | \$15,000 Does not include transportation or SPED. Does not charge for capital | \$17,556 No Capital or SPED Charge |
| Student and Faculty Information | | | | |
| Enrollment | 624 | 1130 | 764 | 693 |
| Lincoln Grade 9 | 0 | N/A | N/A | N/A |
| Lincoln Grad 12 | 2 | N/A | N/A | N/A |
| In District Student Body | 370 | 757 | 704 | 689 |
| Out of District Student Body | 254 | 373 | 60 | 4 |
| Faculty vacancies-academic | 0.00% | 0% | | 0 |
| Faculty vacancies-vocational | 0% | 0% | | 0 |
| Student retention rate | 90.20% | 90% | 99.60% | |
| 4 year graduation rate (DESE Report card) | 93.80% | 93.60% | 95.10% | 88.00% |
| Common planning time for teachers | Yes | Yes | Yes | Partial |
| Industry recertification of vocational instructors | Yes | Yes | Yes | Yes |
| Percentage of faculty deemed "high quality" | 99.20% | 100% | | 94.20% |
| Percentage of faculty teaching within field | 98.70% | 98% licensed in field | 96.6% licensed in field | 96.1% licensed in field |
| Enrichment | | | | |
| Number of Varsity Sports Teams (Men) | Baseball, Basketball, Soccer, Cross-Country, Football, Golf, Ice Hockey, Lacrosse, Swimming, Tennis | Baseball, Basketball, Cross Country, Football, Volleyball, Track& Field, Wrestling, Soccer, Lacrosse, Ice Hockey, Golf | Baseball, Basketball, Cross Country, Football, Volleyball, Track& Field, Soccer, Lacrosse, Ice Hockey, Golf, Tennis, Wrestling | Baseball, Basketball, Cross Country, Football, Volleyball, Track& Field, Soccer, Lacrosse, Ice Hockey, Golf, Wrestling |

Comparison Data of Four Vocational Education School Districts

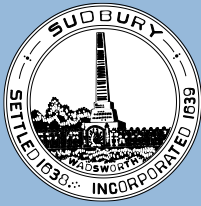
| | Minuteman Lexington | Assabet Marlborough | Nashoba Westford | Keefe Vocational (South Middlesex) Framingham |
|--|--|--|--|---|
| Number of Varsity Sports Teams (Women) | Basketball, Soccer, Softball +8 others | Softball, Soccer, Field Hockey, Cheerleading, Cross Country, Volleyball, Basketball, Track & Field, Lacrosse | Basketball, Cross Country, Cheerleading, Field Hockey, Soccer, Softball, Track & Field, Volleyball | Cheerleading , Basketball, Cross Country, Soccer, Softball, Track & Field, Volleyball |
| Number of vocational clubs | 4 | None | Epicurean, Robotics, Construction, TV Media (3 clubs), Horticulture, DECA (Banking, Marketing, Retail) | 8 |
| Number of academic clubs | 6 | First Robotics, Math team, Skills USA, National Honor Society | English competition, Math, Skills USA | 5 |
| Other | Skills USA, Music, Drama, Art, Art & Poetry Magazine, Gay/Straight Alliance, Community Service, Student Council, Yearbook, Future Farmers of America | Band, Chorus, Dance, Drama, First Robotics, National Honor Society, Gay Straight Alliance, Art Club, Business Professionals of America | National Honor Society, First Robotics, Skills USA, Student Council, Music, Band, Drama, Chorus, Yearbook, Newspaper, Mock trial, Astronomy Club, Ski/Snowboard, Vicking Voice, Gay Straight Alliance | Drama, Yearbook, Chorus, Art, Chess/Gaming, GSA, Student Council |
| Partners and Community Outreach | | | | |
| Number of industry partners | 188 | 300 | 150-200 | 150-200 |
| Number of Industry partners on advisory board | 29 | 170-180 | 80-100 | 90-100 |
| Number of university partners | Articulation agreements | 50 | >100 | Articulation agreements |
| Post Graduation Plan: 2013/2014 | | | | |
| Career/Workforce | 19% | 40% | 30% | 30% |

Comparison Data of Four Vocational Education School Districts

| | Minuteman Lexington | Assabet Marlborough | Nashoba Westford | Keefe Vocational (South Middlesex) Framingham |
|---|--|--|--|--|
| Military | 6% | 3% | 7% | 5% |
| 2 year college | 22% | 23% | 27% | 22% |
| 4 year college | 54% | 32% | 29% | 29% |
| Apprentice Program Opportunities | | Yes | | Yes |
| Recruitment | | | | |
| Actively recruits in-district students | Yes | Yes | Yes | Yes |
| Actively recruits out of district students | Yes | Yes | No | No |
| Innovation | | | | |
| Describe innovative strategies to keep school sustainable | Dual enrollment, Girls in STEM, Co-Op, AP Offerings | Dual enrollment, Girls in STEM, Co-ops, AP offerings, Jr. ROTC | Dual enrollment, Girls in STEM, Co-ops, AP Offerings. Working on trying to get accreditation for an Associates Degree program. | Engineering Institute |
| MCAS - Spring 2015 | *Highest % of Voc.Tech IEP Students in State (2015 = 50.8%) (95-100% IEP Participation) | 35% of students are SPED | 32% of students are SPED | 46.4% of students are SPED |
| % of students obtaining Advanced on Math | 32% | 36% | 43% | 23% |
| % of students obtaining Proficient on Math | 41% | 39% | 35% | 34% |
| % of students obtaining Needs Improvement on Math | 21% | 20% | 17% | 30% |
| % of students obtaining Advanced on ELA | 34% | 26% | 22% | 18% |
| % of students obtaining Proficient on ELA | 63% | 70% | 71% | 66% |

Comparison Data of Four Vocational Education School Districts

| | Minuteman Lexington | Assabet Marlborough | Nashoba Westford | Keefe Vocational (South Middlesex) Framingham |
|---|--|--|--|---|
| % of students obtaining Needs Improvement on ELA | 3% | 4% | 7% | 15% |
| % of students obtaining Advanced on Science/Tech and Engineering | 15% | 24% | 24% | 16% |
| % of students obtaining Proficient on Science/Tech and Engineering | 55% | 61% | 56% | 41% |
| % of students obtaining Needs Improvement on Science/Tech and Engineering | 29% | 14% | 18% | 36% |
| Technology | | | | |
| Number of chrome books or computers per student | 8.75:1 | 1.2 | 2.1 | 1.2 |
| Campus has wi-fi | 100% | 100% | 100% | 100% |
| Workshops have modern equipment and machinery | Key areas updated: Engineering, Culinary, POS systems, Environmental, Welding Simulators, 3D Printers | All programs updated during recent \$62M renovation. Advanced Manufacturing. | Invest \$250K annually to modernize programs. Three to five year plan. Major overhaul in Cosmetology in 2006 | \$130,000 annually to update programs. Cosmo-2014 update, Auto-2014 update, Prog & Web-2012 update |
| Teachers keep class websites | No. Update "X2" which are resources & collaborative spaces for students | 15-20 teachers keep websites | Yes | Yes |
| SAT Scores (2014-2015) | | | | |
| Number of tests Taken | 82 | 120 | 91 | 55 |
| Reading | 476 | 466 | 439 | 422 |
| Writing | 451 | 437 | 413 | 410 |
| Math | 421 | 457 | 452 | 434 |

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**9: Minutes Review****REQUESTOR SECTION**

Date of request:

Requestor: Chair Russo

Formal Title: Vote to review and possibly approve the open session minutes of 6/14/22.

Recommendations/Suggested Motion/Vote: Vote to review and possibly approve the open session minutes of 6/14/22.

Background Information:
attached draft

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM

SUDBURY SELECT BOARD

TUESDAY, JUNE 14, 2022

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

Present: Chair Charles Russo, Vice-Chair Janie Dretler, Select Board Member Daniel Carty, Select Board Member Lisa Kouchakdjian, Select Board Member Jennifer Roberts, Maryanne Bilodeau, Assistant Town Manager/HR Director

The statutory requirements as to notice having been compiled with, the meeting was convened at 7:01 PM. via Zoom telecommunication mode.

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

Call to Order/Roll Call

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

Opening Remarks by Chair

- Resignation of Town Manager Henry Hayes; a joint statement announcing his resignation effective 6/30/22 was drafted and mutually agreed upon, intentionally, as a show of common purpose and mutual respect
- Financial assistance (up to \$3,000 per person); Sudbury Housing Trust Mortgage Assistance
- Historic Preservation Plan Forum on Thursday, June 23, at 7:00 PM (virtual)
- 2022 Sudbury Town Forum – Climate Change and Sustainability on Thursday, July 14, at 7:00 PM (virtual)
- Interdependence Day Event on Sunday, June 19, 2:00 PM at the United Methodist Church
- The Juneteenth holiday, commemorating emancipation, will be celebrated on June 20; Town offices, buildings, and schools will be closed

Reports from Assistant Town Manager

Assistant Town Manager Bilodeau had nothing to add at this time.

Reports from Select Board

Board Member Lisa Kouchakdjian:

- Thanks to Whole Foods for inclusion of Carolyn Carts designed for elderly and disabled – Karen Jones of COD was instrumental in this effort

Board Member Dan Carty:

- Thanked SPS administration and Curtis Middle School for the successful student trip to Washington DC – his child was a happy participant
- Recognized SPS School Crossing Guard Richard Gross, who is retiring
- “Sounds of Summer” to be held at Camp Sewataro on Thursday, June 16th from 4:00 – 8:00 PM

- Juneteenth emancipation reading at the Wayside Inn on Sunday, June 19th
- Indicated Town Manager Hayes was not treated fairly by Members of the Board

Board Member Roberts:

- Board of Health met today and noted May presented COVID increase at Sudbury schools
- Recognized efforts by Vice-Chair Dretler gathering noted speakers/participants for the Town Forum on Climate Change and Sustainability
- DEI met last week and Board must consider the DEIs future
- Three new members to the Finance Committee

Vice-Chair Dretler:

- Thanked Board Member Roberts for offering to present at the upcoming Climate Change and Sustainability Forum
- Mentioned the amazing SPS coordinators involved in the student field trip in DC
- Noyes School 4th grade orchestra conducted a special concert
- Park & Recreation Commission discussed the Fairbank Center project at the last meeting
- Looking forward to Wayside Inn Foundation's Juneteenth celebration on Saturday, June 18
- Attended a successful Pride Day event at the Goodnow Library
- Wished Town Manager Hayes well on his transition

Citizen's Comments

Resident and Member of the Sudbury Valley Trustees Rebecca Cutting, 381 Maynard Road, requested that the Select Board to consider the Eversource rail corridor project and the United States Army Corp of Engineers (USACE) ending conversations with the Sudbury Historical Commission (SHC). The Advisory Committee indicated the MOA was confusing and did not recognize residents work with preserving historical features along the corridor. She recommended that the Board schedule a joint meeting with the SHC regarding ways to continue negotiations with the USACE. She stressed that the MOA could not be signed as written.

Chair Russo commented that a draft letter from the SHC was received, and he would try to include this item on a future agenda.

Resident and Protect Sudbury member Jim Gish, 35 Rolling Lane, stated that a Citizens Petition will be submitted to the Surface Transportation Board, and asked the Board to support and sign the Petition.

Cora Pierce of the Narragansett Indian Tribal Historic Preservation Office (NITHPO) confirmed she had been involved in the power line project, and appreciates efforts of the Town regarding historic features which represent the history of the Tribe and ingenious peoples. She asked that the Town continue the effort.

Move that the Board, as cable television license Issuing Authority, vote as follows: To grant the subject Cable Television Renewal License with an effective date of June 14, 2022 to Verizon New England Inc. ("Verizon")

Present: Jeff Winston, Cable Advisor; William Solomon, legal counsel

Mr. Winston provided summary of extended coverage, noting that this agreement represented the fifth license for the Town.

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

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

VOTED: To grant the subject Cable Television Renewal License with an effective date of June 14, 2022 to Verizon New England Inc. ("Verizon"). All terms and conditions contained in the Renewal License have been agreed to by Verizon. Verizon, by and through its authorized representative, will execute this Renewal License (Agreement) as set out on the Signature Page.

Mr. Winston requested that funds be direct deposited as Verizon checks have been lost. Chair Russo stated he would review this matter with Finance Director Dennis Keohane.

Ratify vote taken in Executive Session regarding Sudbury Supervisory Association Memorandum of Agreement

Chair Russo read in words of the motion. Board Member Roberts moved in the words of the Chair. Board Member Kouchakdjian seconded the motion.

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

VOTED: To Approve and ratify the vote taken in Executive Session regarding Sudbury Supervisory Association Memorandum of Agreement, dated June 7, 2022.

Assistant Town Manager Bilodeau outlined the two-year Supervisory Contract for FY23 and FY24.

Application of Sudbury Point Grill, Inc., d/b/a Sudbury Point Grill, 120 Boston Post Rd., Sudbury, Manager Alexandre Alvarenga, for a Transfer of License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, from Sudbobcon, d/b/a Conrad's Restaurant, Manager Robert Conrad. The premises proposed to be licensed (i.e., 120 Boston Post Road) is described as: one floor with hall entrance, bar area, dining room, kitchen, 2 restrooms, function room and an outdoor deck, totaling 6000 sq. ft.

Present: Alex Alvarenga, Manager of the Sudbury Point Grill

Chair Russo provided summary of the associated liquor license application. Mr. Alvarenga confirmed he was buying Conrad's Restaurant, and held another liquor license in Sudbury.

Ms. Bilodeau confirmed that all aspects of the application were in place. Mr. Alvarenga stated that the Sudbury Point Grill would operate similarly to Franco's Restaurant.

Vice-Chair Dretler inquired about TIPS training for staff. Mr. Alvarenga explained the training plan.

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

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

VOTED: To approve the transfer of license for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, from Sudbobcon, d/b/a Conrad's Restaurant, Manager Robert Conrad. The premises proposed to be licensed (i.e., 120 Boston Post Road) is described as: one floor with hall entrance, bar area, dining room, kitchen, 2 restrooms, function room and an outdoor deck, totaling 6000 sq. ft.

Interview two candidates for appointment. Following interview, vote whether to appoint Marilyn Tromer, 26 Clark Lane, and Colin Warwick, 16 Maynard Farm Circle, to the Council on Aging (COA) both for terms ending 5/31/25

Present: Marilyn Tromer and Colin Warwick

Mr. Warwick indicated he was interested in helping seniors remain in Sudbury.

Chair Russo read in the words of the motion. Board Member Roberts moved in the words of the Chair. Board Member Kouchakdjian seconded the motion.

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

VOTED: To appoint Colin Warwick to the Council on Aging (COA) for a term ending 5/31/25.

Ms. Tromer confirmed she has been active at the Senior Center for 10 years, and wants to give back to the community. Her background was in human resources.

Board Member Roberts mentioned that Ms. Tromer was involved with COVID mask funding.

Chair Russo read in the words of the motion. Board Member Roberts moved in the words of the Chair. Board Member Kouchakdjian seconded the motion.

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

VOTED: To appoint Marilyn Tromer to the Council on Aging (COA) for a term ending 5/31/25.

Discussion and possible vote to approve Lincoln-Sudbury Regional High School Excess & Deficiency funds. In attendance will be Bella Wong, LSRHS Superintendent

Present Bella Wong, LSRHS Superintendent/Principal

Superintendent Wong summarized the FY21 Excess and Deficiency funds. She noted that the School Committee voted to transfer \$250,000 to the OPEB Trust and \$500,000 to the Stabilization Fund, in anticipation of capital replacement or renovation projects.

Chair Russo stated the Finance Committee had voted in favor of this request.

Board Members presented related questions.

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

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

VOTED: To approve Lincoln-Sudbury Regional High School Excess & Deficiency funds.

To vote whether or not the Town of Sudbury will adopt the International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism

Present: Martin Brauer, member of Congregation Beth El Combating Antisemitism Taskforce

Mr. Brauer explained he was the son of parents who fled the Nazis. He presented the PowerPoint presentation to adopt the IHRA (International Holocaust Remembrance Alliance) working definition of antisemitism and support for related education. It was noted that Town Manager Hayes and Office Supervisor/Information Officer Leila Frank attended the Lappin Foundation event on 3/28/22.

Mr. Brauer noted that many organizations have adopted the IHRA definition and mentioned the “Two steps forward against Antisemitism Summit for MA Mayors & Town Officials.”

“Inter-dependence Day” event was planned for 6/19/22 at First Parish Church.

Chair Russo confirmed that related efforts are being advanced by the School Department in response to recent incidents. Vice-Chair Dretler stated that she and Chair Russo met with Mr. Brauer and Co-Chair Andy Goldberg, in efforts to advance the program and extend support of Sudbury.

Board Member Kouchakdjian indicated her support of the program, stressing there is zero tolerance for antisemitism in Sudbury.

Board Member Carty was in agreement, and commented that he would have liked to reach out those who had submitted testimonial correspondence.

Board Member Roberts stressed her condemnation of antisemitic displays indicating the IHRA Definition was most appropriate and encouraged related education.

Mr. Brauer stated the DEI Commission would be discussing the proposal at their meeting this week.

Chair Russo echoed comments made by other Board Members.

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

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

VOTED: To adopt the International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism.

Vice-Chair Dretler recommended that Mr. Brauer come back before the Board at a future meeting. Board Member Roberts indicated she would be following up with the DEI Commission.

Discussion regarding the Attorney General's Office resolution of the Open Meeting Law (OML) complaint of Jan. 10, 2022

Chair Russo provide related detail, and confirmed that Town Counsel provided opinion that the Select Board did not commit an OML violation.

ARPA feedback - responses to questions raised at the 5/31/22 Select Board Meeting

Chair Russo reviewed several outstanding questions related to ARPA funding:

Police Department - Body and cruiser cameras - \$150,000. Chair Russo clarified that the request reflected a 5-year spend.

Planning & Community Development Department – Economic Development position - \$35,000. Chair Russo noted the position correlates with the Master Plan objectives. He confirmed he would meet with Planning & Community Development Director Adam Duchesneau to obtain additional information.

Park & Recreation – Van - \$100,000. Chair Russo provided several estimates, including pricing for a wheelchair accessible type van. Board Member Roberts asked about related driver training. Assistant Town Manager Bilodeau confirmed that specific training was necessary.

Fire Department – Fire Station Project - \$1,000,000. Chair Russo commented that the funding was approved at Town Meeting. Board Member Carty stated that the \$1,000,000 approved at Town Meeting reflected a pre-defined scope, and was intended to be used for additional improvements in combination with ARPA funding.

Vice-Chair Dretler queried about Housing Trust funding.

Chair Russo suggested the Select Board continue discussion at the June 28th meeting, and that Finance Director Keohane be at that meeting.

Construction Project KPIs - bid status, construction start dates

Vice-Chair Dretler suggest that Town Manager Hayes provide KPI updates before resigning from his post. Board Members were in agreement.

Board Member Kouchakdjian suggested that the Facilities Director be involved in this KPI review.

Resident Manish Sharma, 77 Colonial Drive, recommended the Board consider bids for solar panels and electric vehicles in the Town.

To discuss future steps regarding filling of Town Manager vacancy, including hiring of Interim Town Manager, if needed

Chair Russo outlined three important topics regarding filling of the upcoming Town Manager vacancy:

- Interim Town Manager
- Negotiate terms with an Interim Town Manager
- Release an RFP for selection of a Town Manager search firm

Board Member Kouchakdjian inquired about hiring an external interim Town Manager, who might then assume the Town Manager position. Board Member Roberts indicated there were several very qualified internal candidates.

Board Members agreed that Assistant Town Manager Bilodeau would be the best choice to assume the Interim Town Manager position. Assistant Town Manager Bilodeau agreed, adding that related details should be addressed as soon as possible.

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

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

VOTED: To appoint Maryanne Bilodeau as Interim Town Manager, subject to successful negotiations, to begin July 1, 2022.

Vice-Chair Dretler motioned that the Select Board authorize Chair Russo to conduct negotiations with Assistant Town Manager Maryanne Bilodeau regarding the Interim Town Manager position. Board Member Kouchakdjian seconded the motion.

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

VOTED: To authorize Chair Russo to conduct negotiations with Assistant Town Manager Maryanne Bilodeau, regarding the Interim Town Manager position.

Resident Manish Sharma suggested expanding the search for Interim Town Manager, and checks should be conducted on Select Board Members as well.

Chair Russo stated that Assistant Town Manager Bilodeau knows the matters of the Town very well, and has assumed the role of Interim Town Manager several times. Chair Russo added that the Select Board Members have the qualification and background required.

Vote to review and possibly approve the open session minutes of 3/22/22 and 5/10/22

3/22/22 Minutes

Vice-Chair Dretler motioned to approve the Select Board minutes for 3/22/22, as edited. Board Member Kouchakdjian seconded the motion.

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

VOTED: To approve the Select Board minutes for 3/22/22, as edited

5/10/22 Minutes

Vice-Chair Dretler motioned to approve the Select Board minutes for 5/10/22, as edited. Board Member Kouchakdjian seconded the motion.

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

VOTED: To approve the Select Board minutes for 5/10/22, as edited

Citizen's Comments (cont.)

There were no additional Citizen's Comments

Upcoming agenda items:

June 21

- Interim Town Manager considerations
- Town Manager Search Firm - RFP

June 28

- Vocational/Technical School Update – Board Member Kouchakdjian
- DEI Commission conversation and training update – Board Member Roberts
- Fall Town Meeting Discussion – Board Member Roberts
- Unresolved ARPA considerations – Chair Russo
- Remote Meetings determination – Board Member Roberts
- BFRT Update – Vice-Chair Dretler
- Select Board Retreat – Janie for future meeting
- 4th of July Parade organizers/Select Board participation – Board Member Carty

Future Meeting

- Possible Select Board Retreat – Vice-Chair Dretler

Consent Calendar

Vote whether to authorize the Town Manager to sign Inter-Municipal Agreement (IMA) Amendment FY23 for Regional Housing Service Office (RHSO)

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair.
Board Member Carty seconded the motion

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

VOTED: To authorize the Town Manager to sign Inter-Municipal Agreement (IMA) Amendment FY23 for Regional Housing Service Office (RHSO).

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

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair.
Board Member Carty seconded the motion

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

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

Vote to accept the resignation of Katina Fontes, 19 Dorothy Road, from the Diversity, Equity and Inclusion Commission effective June 1, 2022, and send a letter of thanks for her service to the Town

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair.
Board Member Carty seconded the motion

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

VOTED: To accept the resignation of Katina Fontes, 19 Dorothy Road, from the Diversity, Equity and Inclusion Commission effective June 1, 2022, and send a letter of thanks for her service to the Town.

Vote to approve award of the FY23 contract by the Town Manager upon receipt of a favorable and acceptable bid for cleaning services for the Department of Public Works/Highway buildings and any subsequent renewal options, and for the 14-month period contract commencing July 1, 2022 through August 30, 2023 and any extensions relative thereto for the Fairbank building

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair.
Board Member Carty seconded the motion

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

VOTED: To approve award of the FY23 contract by the Town Manager upon receipt of a favorable and acceptable bid for cleaning services for the Department of Public Works/Highway buildings and any subsequent renewal options, and for the 14-month period contract commencing July 1, 2022 through August 30, 2023 and any extensions relative thereto for the Fairbank building.

Vote to approve award of contract by the Town Manager for rubbish and recyclables removal and disposal services to the lowest eligible and responsible bidder as determined for FY23 and any successive periods at the option of the Town Manager

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair.
Board Member Carty seconded the motion

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

VOTED: To approve award of contract by the Town Manager for rubbish and recyclables removal and disposal services to the lowest eligible and responsible bidder as determined for FY23 and any successive periods at the option of the Town Manager.

Vote to accept the Assignment of the Oechsle Conservation Restriction on two parcels on Old Sudbury Road (Parcels H11-0307 and H11-0306) totaling 388,867 +/- sq. feet, from Sudbury Valley Trustees to the Sudbury Conservation Commission, subject to Town Counsel review of the final Assignment document, with the requirement that SVT amend the CR to allow for public access.

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair.
Board Member Carty seconded the motion

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

VOTED: To accept the Assignment of the Oechsle Conservation Restriction on two parcels on Old Sudbury Road (Parcels H11-0307 and H11-0306) totaling 388,867 +/- sq. feet, from Sudbury Valley Trustees to the Sudbury Conservation Commission, subject to Town Counsel review of the final Assignment document, with the requirement that SVT amend the CR to allow for public access.

Vote to approve contracts by the Town Manager related to all services and actions required in connection with the Goodman's Hill Road and Pratt's Mill Road projects as approved under the vote of Article 42 of the 2022 Annual Town Meeting for Townwide Drainage and Road Reconstruction

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair. Board Member Carty seconded the motion

It was on motion 4-0-1; Roberts-aye, Kouchakdjian-aye, Carty-aye, Russo-aye, Dretler-abstain

VOTED: To approve contracts by the Town Manager related to all services and actions required in connection with the Goodman's Hill Road and Pratt's Mill Road projects as approved under the vote of Article 42 of the 2022 Annual Town Meeting for Townwide Drainage and Road Reconstruction.

Vote to approve for FY23 the annual or renewal DPW contracts awarded and previously approved for FY22 or to be awarded in FY23 on a Fiscal Year basis or Calendar Year basis by the Town Manager in accordance with procurement requirements and as reviewed by Town Counsel

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair. Board Member Carty seconded the motion

It was on motion 4-0-1; Roberts-aye, Kouchakdjian-aye, Carty-aye, Russo-aye, Dretler-abstain

VOTED: To approve for FY23 the annual or renewal DPW contracts awarded and previously approved for FY22 or to be awarded in FY23 on a Fiscal Year basis or Calendar Year basis by the Town Manager in accordance with procurement requirements and as reviewed by Town Counsel.

Vote to approve all contracts by the Town Manager related to all services and actions required in connection with the Old Framingham Road/Nobscot Road Walkway Extension Project as approved and funded under the vote of Article 46 of the 2022 Annual Town Meeting

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair. Board Member Carty seconded the motion

It was on motion 4-0-1; Roberts-aye, Kouchakdjian-aye, Carty-aye, Russo-aye, Dretler-abstain

VOTED: To approve all contracts by the Town Manager related to all services and actions required in connection with the Old Framingham Road/Nobscot Road Walkway Extension Project as approved and funded under the vote of Article 46 of the 2022 Annual Town Meeting.

Vote to enter into contract with MassDOT for Winter Recovery Assistance Program (WRAP) funding. Funds to be used by June 30, 2023

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair. Board Member Carty seconded the motion

It was on motion 4-0-1; Roberts-aye, Kouchakdjian-aye, Carty-aye, Russo-aye, Dretler-abstain

VOTED: To enter into contract with MassDOT for Winter Recovery Assistance Program (WRAP) funding. Funds to be used by June 30, 2023.

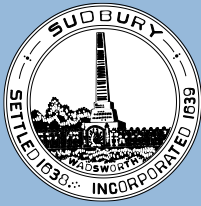
Adjourn

Board Member Kouchakdjian motioned to adjourn the meeting. Vice-Chair Dretler seconded the motion.

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

VOTED: To adjourn the meeting

There being no further business, the meeting adjourned at 10:43 PM.



SUDBURY SELECT BOARD

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**10: Public Comments (cont)**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Public Comments (cont)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

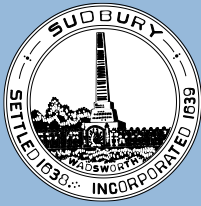
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

MISCELLANEOUS (UNTIMED)**11: 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:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

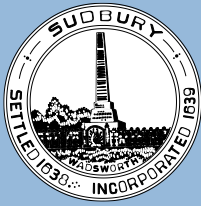
08/09/2022 7:00 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

| MEETING/EVENT | DESCRIPTION |
|-----------------------|--|
| August 15 | Joint meeting with SPS School Committee re: appointment of new member |
| August 30 | Verizon Cell Pole Petitions – public hearing 7:15 PM |
| Sept 13 | Master Plan Update (per Russo) |
| Date to be determined | Appointment policy (Roberts) |
| | Discussion on whether to extend DEI commission (by 9/30/22) |
| | Housing trust bylaw |
| | Capital Process |
| | Citizen Leadership Forum (Govt and how it works) |
| | Civics projects (students) discussion |
| | Climate Emergency declaration & sustainability director |
| | Discussion on Civics projects for SPS/LS/Scouts |
| | Discussion on Select Board meeting flow, process, efficiency, and decorum |
| | Discussion on potential ADA policy |
| | Discussion on Town Manager Task Requests |
| | SB Goal setting – Fall |
| | SB self-evaluation process individually and collectively (Lisa K) |
| | Vocational Education update (Lisa K) |
| | Executive Session minutes to review/release |
| | Eversource |
| | Fairbank Community Center update (ongoing) |
| | Health/COVID-19 update |
| | Investment Advisory Committee |
| | Invite Commission on Disability Chair to discuss Minuteman High School |
| | Local receipts – fee schedule review (Member Russo) |
| | Quarterly review of approved Executive Session Minutes for possible release (February, May, August and November). Consider separate meeting solely for this purpose. |
| | Quarterly update from Diversity, Equity and Inclusion Commission (DEI) (December, March, June, September) |
| | Quarterly update on Bruce Freeman Rail Trail (BFRT) (March, June, September, December) |
| | Quarterly update on Key Performance Indicators (KPIs) projects to track (December, March, June, September) |
| | Peakham Road Speed Limits |
| | Route 20 empty corner lot – former gas station |
| | Select Board Retreat (Member Dretler) and SB statements |
| | Sidewalks discussion |
| | Solar Panels |
| | Subcommittee discussion (Executive) |
| | 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 |
| | |

Attachment 11.a: Upcoming items 08.09.22 (5377 : Upcoming agenda items)

| | | |
|--|---|------|
| Standing Items for All Meetings | Select Board requests for future agenda items at end of meeting | 11.a |
| | Citizens Comments, continued (if necessary) | |
| | | |



SUDBURY SELECT BOARD

Tuesday, August 9, 2022

CONSENT CALENDAR ITEM**12: Election Worker Reappointments****REQUESTOR SECTION**

Date of request:

Requestor: Town Clerk

Formal Title: Vote to appoint Election Officers for a one-year term, commencing August 15, 2022 and ending August 14, 2023, as recommended by the Democratic and Republican Town Committee Chairs and the Town Clerk.

Recommendations/Suggested Motion/Vote: Vote to appoint Election Officers for a one-year term, commencing August 15, 2022 and ending August 14, 2023, as recommended by the Democratic and Republican Town Committee Chairs and the Town Clerk.

Background Information:

Input from Town Clerk if there's a question regarding signatures on the attached lists:

Election regulations require that the Democratic and Republican Party Chairs receive the list of proposed election workers, and they have 45 days to delete or add election workers. After 45 days the Select Board may appoint the list submitted by the Town Clerk. There is no requirement that the Party Chairs sign off.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM

Democrat/Unenrolled Election Officers 2022-2023

Tatiana Vitvitsky - Democratic Town Committee Chair

| Last/ First Name | Election Position | Political Party |
|-------------------------|--------------------------|------------------------|
| Abrams, Susan F. | Election Officer | Democrat |
| Adelson, Paula | Election Officer | Democrat |
| Bausk, Joseph D. | Election Officer | Democrat |
| Blatz, Beverly | Election Officer | Democrat |
| Boyce, Sheila J. | Election Officer | Democrat |
| Cabral, Dorothy A. | Election Officer | Democrat |
| Cline, Sherri | Election Officer | Democrat |
| Curtis, Heather | Election Officer | Democrat |
| Dziekan, Michael W. | Election Officer | Democrat |
| Ehrmann, Debra D. | Election Officer | Democrat |
| Fridman, Eva Jane | Election Officer | Democrat |
| Gazza, Vera R. | Election Officer | Democrat |
| Goldsmith, Howard | Election Officer | Democrat |
| Greene, Steven | Election Officer | Democrat |
| Gross, Judith S. | Election Officer | Democrat |
| Hawrylak, Christine | Election Officer | Democrat |
| Hollocher, Thomas C. | Election Officer | Democrat |
| Huppert, Lawrence | Election Officer | Democrat |
| Marotta, Paul J. | Election Officer | Democrat |
| Oldroyd, Dorothy | Election Officer | Democrat |
| Pakos, Patricia | Election Officer | Democrat |
| Radoski, Elizabeth | Election Officer | Democrat |
| Rettman, Bonita | Election Officer | Democrat |
| Rushfirth, Susan | Election Officer | Democrat |
| Shulman, Carol | Election Officer | Democrat |
| Signorino, Carolina | Election Officer | Democrat |
| Silverman, Erica | Election Officer | Democrat |
| Silverman, Kay | Election Officer | Democrat |
| Surwilo, Jennifer | Election Officer | Democrat |
| Travers, Jo Susan | Election Officer | Democrat |
| Weinstein, Julie | Election Officer | Democrat |
| Wilson, Barbara | Election Officer | Democrat |
| | | |
| | | |
| Anderson, Carolyn A. | Election Officer | Unenrolled |
| Barrett, Sarah | Election Officer | Unenrolled |
| Baumgartner, Diane | Election Officer | Unenrolled |
| Bennett, Joanne | Election Officer | Unenrolled |
| Bennett, Michael | Election Officer | Unenrolled |

| | | |
|-------------------------|------------------|------------|
| Biller, Bev | Election Officer | Unenrolled |
| Booth, Lisa | Election Officer | Unenrolled |
| Burkley, Elaine | Election Officer | Unenrolled |
| Burns, Joan H. | Election Officer | Unenrolled |
| Carlson, Gillian | Election Officer | Unenrolled |
| Carty, Maura | Election Officer | Unenrolled |
| Chidziva, Aurie-Sage | Election Officer | Unenrolled |
| Conlin, Jeffrey | Election Officer | Unenrolled |
| Corbin, Laura | Election Officer | Unenrolled |
| Cutler, Betsey | Election Officer | Unenrolled |
| Dawson, Maria | Election Officer | Unenrolled |
| Derby, Janet | Election Officer | Unenrolled |
| Diefenbacher, Elizabeth | Election Officer | Unenrolled |
| DiPace, Alice | Election Officer | Unenrolled |
| Drobinski, Patricia | Election Officer | Unenrolled |
| Fraize, Ellen | Election Officer | Unenrolled |
| French, Mary Ellen | Election Officer | Unenrolled |
| Friedlander, Thomas | Election Officer | Unenrolled |
| Gershengorn, Wendie | Election Officer | Unenrolled |
| Glaser, Marion | Election Officer | Unenrolled |
| Goldsmith, Barbara | Election Officer | Unenrolled |
| Graham, Jane | Election Officer | Unenrolled |
| Greene, Ruth | Election Officer | Unenrolled |
| Hawkins, Edward | Election Officer | Unenrolled |
| Hayes, Patricia | Election Officer | Unenrolled |
| Hertzberg, Marc R. | Election Officer | Unenrolled |
| Hoover, Stewart V. | Election Officer | Unenrolled |
| Howard, Patricia B. | Election Officer | Unenrolled |
| Hubbell, Sarah | Election Officer | Unenrolled |
| Hurtig, Debbie | Election Officer | Unenrolled |
| James, Erika | Election Officer | Unenrolled |
| Johnson, Sandra | Election Officer | Unenrolled |
| Kaplan, Diane M. | Election Officer | Unenrolled |
| Kaufman, Phyllis | Election Officer | Unenrolled |
| Kreutz, Edward V. | Election Officer | Unenrolled |
| Kuras, Katherine | Election Officer | Unenrolled |
| Lee, Chongfang | Election Officer | Unenrolled |
| Lesser, Maria Y. | Election Officer | Unenrolled |
| Longo, Joanne | Election Officer | Unenrolled |
| MacLean, Marilyn | Election Officer | Unenrolled |
| Mattione, Richard P. | Election Officer | Unenrolled |
| Maxon, Patricia | Election Officer | Unenrolled |
| McCormack, Mary | Election Officer | Unenrolled |
| Merra, Judith A. | Election Officer | Unenrolled |
| Morrissey, Jane | Election Officer | Unenrolled |

| | | |
|------------------------|------------------|------------|
| Morrissey, Robert | Election Officer | Unenrolled |
| Murphy, Susan K. | Election Officer | Unenrolled |
| Nelson, Muriel | Election Officer | Unenrolled |
| Nikula, Elizabeth | Election Officer | Unenrolled |
| Nozik, Gail | Election Officer | Unenrolled |
| O'Connor, Susan | Election Officer | Unenrolled |
| Osterling, Lucy | Election Officer | Unenrolled |
| Phillips, Joanne | Election Officer | Unenrolled |
| Reagan, Karen | Election Officer | Unenrolled |
| Reed, Judy Ann | Election Officer | Unenrolled |
| Rhodes-Dufault, Tammie | Election Officer | Unenrolled |
| Roopenian, Kirsten | Election Officer | Unenrolled |
| Royea, Marie | Election Officer | Unenrolled |
| Ryan, David | Election Officer | Unenrolled |
| Schmidt, Susan M. | Election Officer | Unenrolled |
| Schow, Joan M. | Election Officer | Unenrolled |
| Scott, Mary | Election Officer | Unenrolled |
| Simon, Gail-Ann | Election Officer | Unenrolled |
| Sklenak, Deanna | Election Officer | Unenrolled |
| Sobol, Elizabeth | Election Officer | Unenrolled |
| Steward, Connie | Election Officer | Unenrolled |
| Swirsky, Gabrielle | Election Officer | Unenrolled |
| Synnott, Cheryl E. | Election Officer | Unenrolled |
| Tabone, Fances | Election Officer | Unenrolled |
| Taranto, Elaine | Election Officer | Unenrolled |
| Thompson, Judith F. | Election Officer | Unenrolled |
| Travers, Thomas S. | Election Officer | Unenrolled |
| Tyler, Patricia | Election Officer | Unenrolled |
| Wallace, Linda M. | Election Officer | Unenrolled |

This list is to be approved by the Democrat Chair, Tatiana Vitvitsky

Chair Signature: _____

Date: _____

Republican/Unenrolled Election Officers 2022-2023

Deanna Bisson- Republican Town Committee Chair

| Last/ First Name | Election Position | Political Party |
|--------------------------|-------------------|-----------------|
| Burke Catherine | Election Officer | Republican |
| Caimano, Sonya V. | Election Officer | Republican |
| Connor, George | Election Officer | Republican |
| DeSantis, SantJean | Election Officer | Republican |
| Gelsinon, Madeleine R. | Election Officer | Republican |
| Gray-Nix, Elizabeth | Election Officer | Republican |
| Guthy, Patricia | Election Officer | Republican |
| Hullinger, Siobhan Condo | Election Officer | Republican |
| Tate, Evelyn J. | Election Officer | Republican |
| Thomas, Susan | Election Officer | Republican |
| Wallingford Elizabeth J. | Election Officer | Republican |
| | | |
| | | |
| | | |
| Anderson, Carolyn A. | Election Officer | Unenrolled |
| Barrett, Sarah | Election Officer | Unenrolled |
| Baumgartner, Diane | Election Officer | Unenrolled |
| Bennett, Joanne | Election Officer | Unenrolled |
| Bennett, Michael | Election Officer | Unenrolled |
| Biller, Bev | Election Officer | Unenrolled |
| Booth, Lisa | Election Officer | Unenrolled |
| Burkley, Elaine | Election Officer | Unenrolled |
| Burns, Joan H. | Election Officer | Unenrolled |
| Carlson, Gillian | Election Officer | Unenrolled |
| Carty, Maura | Election Officer | Unenrolled |
| Chidziva, Aurie-Sage | Election Officer | Unenrolled |
| Conlin, Jeffrey | Election Officer | Unenrolled |
| Corbin, Laura | Election Officer | Unenrolled |
| Cutler, Betsey | Election Officer | Unenrolled |
| Dawson, Maria | Election Officer | Unenrolled |
| Derby, Janet | Election Officer | Unenrolled |
| Diefenbacher, Elizabeth | Election Officer | Unenrolled |
| DiPace, Alice | Election Officer | Unenrolled |
| Drobinski, Patricia | Election Officer | Unenrolled |
| Fraize, Ellen | Election Officer | Unenrolled |
| French, Mary Ellen | Election Officer | Unenrolled |
| Friedlander, Thomas | Election Officer | Unenrolled |
| Gershengorn, Wendie | Election Officer | Unenrolled |
| Glaser, Marion | Election Officer | Unenrolled |

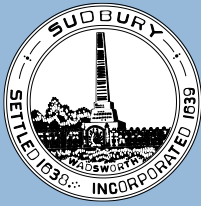
| | | |
|------------------------|------------------|------------|
| Goldsmith, Barbara | Election Officer | Unenrolled |
| Graham, Jane | Election Officer | Unenrolled |
| Greene, Ruth | Election Officer | Unenrolled |
| Hawkins, Edward | Election Officer | Unenrolled |
| Hayes, Patricia | Election Officer | Unenrolled |
| Hertzberg, Marc R. | Election Officer | Unenrolled |
| Hoover, Stewart V. | Election Officer | Unenrolled |
| Howard, Patricia B. | Election Officer | Unenrolled |
| Hubbell, Sarah | Election Officer | Unenrolled |
| Hurtig, Debbie | Election Officer | Unenrolled |
| James, Erika | Election Officer | Unenrolled |
| Johnson, Sandra | Election Officer | Unenrolled |
| Kaplan, Diane M. | Election Officer | Unenrolled |
| Kaufman, Phyllis | Election Officer | Unenrolled |
| Kreutz, Edward V. | Election Officer | Unenrolled |
| Kuras, Katherine | Election Officer | Unenrolled |
| Lee, Chongfang | Election Officer | Unenrolled |
| Lesser, Maria Y. | Election Officer | Unenrolled |
| Longo, Joanne | Election Officer | Unenrolled |
| MacLean, Marilyn | Election Officer | Unenrolled |
| Mattione, Richard P. | Election Officer | Unenrolled |
| Maxon, Patricia | Election Officer | Unenrolled |
| McCormack, Mary | Election Officer | Unenrolled |
| Merra, Judith A. | Election Officer | Unenrolled |
| Morrissey, Jane | Election Officer | Unenrolled |
| Morrissey, Robert | Election Officer | Unenrolled |
| Murphy, Susan K. | Election Officer | Unenrolled |
| Nelson, Muriel | Election Officer | Unenrolled |
| Nikula, Elizabeth | Election Officer | Unenrolled |
| Nozik, Gail | Election Officer | Unenrolled |
| O'Connor, Susan | Election Officer | Unenrolled |
| Osterling, Lucy | Election Officer | Unenrolled |
| Phillips, Joanne | Election Officer | Unenrolled |
| Reagan, Karen | Election Officer | Unenrolled |
| Reed, Judy Ann | Election Officer | Unenrolled |
| Rhodes-Dufault, Tammie | Election Officer | Unenrolled |
| Roopenian, Kirsten | Election Officer | Unenrolled |
| Royea, Marie | Election Officer | Unenrolled |
| Ryan, David | Election Officer | Unenrolled |
| Schmidt, Susan M. | Election Officer | Unenrolled |
| Schow, Joan M. | Election Officer | Unenrolled |
| Scott, Mary | Election Officer | Unenrolled |
| Simon, Gail-Ann | Election Officer | Unenrolled |
| Sklenak, Deanna | Election Officer | Unenrolled |
| Sobol, Elizabeth | Election Officer | Unenrolled |

| | | |
|---------------------|------------------|------------|
| Steward, Connie | Election Officer | Unenrolled |
| Swirsky, Gabrielle | Election Officer | Unenrolled |
| Synnott, Cheryl E. | Election Officer | Unenrolled |
| Tabone, Fances | Election Officer | Unenrolled |
| Taranto, Elaine | Election Officer | Unenrolled |
| Thompson, Judith F. | Election Officer | Unenrolled |
| Travers, Thomas S. | Election Officer | Unenrolled |
| Tyler, Patricia | Election Officer | Unenrolled |
| Wallace, Linda M. | Election Officer | Unenrolled |

This list is to be approved by the Republican Chair, Deanna Bisson

Chair Signature: _____

Date: _____

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

CONSENT CALENDAR ITEM**13: Sign state primary election warrant****REQUESTOR SECTION**

Date of request:

Requestor: Town Clerk Beth Klein

Formal Title: Vote to sign the Sept. 6, 2022 State Primary Election Warrant as requested by Beth Klein, Town Clerk.

Recommendations/Suggested Motion/Vote: Vote to sign the Sept. 6, 2022 State Primary Election Warrant as requested by Beth Klein, Town Clerk.

Background Information:
attached warrant

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

WARRANT FOR 2022 STATE PRIMARY

Middlesex SS.

To the Constables of the Town of Sudbury.

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

**PRECINCTS 1, 2, 3, & 5 – FAIRBANK COMMUNITY CENTER
40 FAIRBANK ROAD
PRECINCTS 4 & 6 – TOWN HALL
322 CONCORD RD**

On **TUESDAY, THE SIXTH DAY OF SEPTEMBER 2022**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

| | |
|---------------------------------------|----------------------------------|
| GOVERNOR | FOR THIS COMMONWEALTH |
| LIEUTENANT GOVERNOR..... | FOR THIS COMMONWEALTH |
| ATTORNEY GENERAL..... | FOR THIS COMMONWEALTH |
| SECRETARY OF STATE..... | FOR THIS COMMONWEALTH |
| TREASURER | FOR THIS COMMONWEALTH |
| AUDITOR | FOR THIS COMMONWEALTH |
| REPRESENTATIVE IN CONGRESS | FIFTH DISTRICT |
| COUNCILLOR | THIRD DISTRICT |
| SENATOR IN GENERAL COURT | MIDDLESEX AND WORCESTER DISTRICT |
| REPRESENTATIVE IN GENERAL COURT | THIRTEENTH MIDDLESEX DISTRICT |
| DISTRICT ATTORNEY | NORTHERN DISTRICT |
| SHERIFF | MIDDLESEX COUNTY |

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

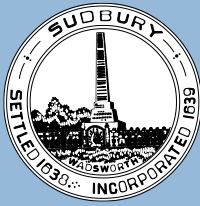
Given under our hands this _____ day of _____, 2022.
(month)

SUDBURY SELECT BOARD

I have served this warrant by posting attested printed copies thereof at the Town Hall and such other places as the Select Board deem appropriate but not less than 3 in each precinct and not less than 18 in the Town, at least 7 days before the time appointed for said election.

_____, 2022.
Constable (month and day)

Warrant must be posted by **August 30, 2022** (at least *seven days* prior to the **September 6, 2022** State Primary).



SUDBURY SELECT BOARD

Tuesday, August 9, 2022

CONSENT CALENDAR ITEM**14: Woodard and Currant contract consulting svcs MS4**REQUESTOR SECTION

Date of request:

Requestor: Dan Nason DPW Director

Formal Title: Vote to approve award of contract by the Interim Town Manager to Woodard & Curran, 250 Royall Street., Suite 200E, Canton, MA 02021, for engineering consulting services relative to the EPA Phase 2 MS4 Permit compliance and other stormwater related tasks, and further, to approve the execution of any documents related to MS4 permitting continuation thereafter by the Interim Town Manager or Town Manager as applicable.

Recommendations/Suggested Motion/Vote: Vote to approve award of contract by the Interim Town Manager to Woodard & Curran, 250 Royall Street., Suite 200E, Canton, MA 02021, for engineering consulting services relative to the EPA Phase 2 MS4 Permit compliance and other stormwater related tasks, and further, to approve the execution of any documents related to MS4 permitting continuation thereafter by the Interim Town Manager or Town Manager as applicable.

Background Information:

In order to comply with EPA's Municipal Separate Storm Sewer System (MS4) Permit, additional engineering support is needed from our stormwater consultant, Woodard & Curran. This work includes sampling at all the Town's stormwater outfalls (discharge points), mapping of the stormwater control facilities throughout Town, develop and fully implement Stormwater Pollution Prevention Plans, develop a Municipal Facility and Operations Stormwater Pollution Prevention Manual (including an O&M Manual) for all Town operations and facilities that have the potential to generate stormwater pollution, and file our Annual Permit.

Financial impact expected: Budgeted: Engineering Contracted Services, \$117,000

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |

Select Board

Pending

08/09/2022 7:00 PM

AGREEMENT BETWEEN TOWN OF SUDBURY AND WOODARD & CURRAN

THIS AGREEMENT for Stormwater Consulting Services in connection with MS4 Permit Year 4 requirements and other stormwater related tasks as needed and as identified in their Response to Request for Qualifications to the Town dated July 1, 2022, in accordance with the following terms and conditions. (hereinafter referred to as the "Project"), is made effective the _____ day of August, 2022, by and between Woodard & Curran with a usual place of business at 250 Royall Street, Suite 200E, Canton, MA 02021, hereinafter referred to as the "CONTRACTOR"), and the Town of Sudbury, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) Amendment issued, if applicable
- 2) This agreement for procurement between TOWN and CONTRACTOR
- 3) Attachment A – Appendix A dated July 1, 2022
- 4) Drawings required for the project, if applicable
- 5) Copies of all required certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work outlined in Attachment A – Appendix A dated July 1, 2022 attached and on the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced on the date of this contract and shall be entirely completed by June 30, 2023, unless otherwise extended by mutual agreement.
- (b) The CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.
- (c) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may terminate this Agreement in accordance with the provisions hereof.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement based upon the amounts set forth in the task categories requested by the Town and listed in Appendix A, the total sum not to exceed \$117,000 unless otherwise agreed by the parties.

ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows:
Payment within thirty days after receipt of an invoice, for work then fully completed and performed.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) The acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims by the CONTRACTOR arising under the Agreement.

ARTICLE 6: TERMINATION

- (a) The TOWN may suspend or terminate this Agreement by providing the CONTRACTOR with ten (10) days written notice for the reasons outlined as follows:
 - 1. Failure of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement.
 - 2. Violation of any of the provisions of this Agreement by the CONTRACTOR.
 - 3. A determination by the TOWN that the CONTRACTOR has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
- (b) In addition, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year, if applicable.
- (c) The TOWN shall also have the right to terminate this Agreement without cause, upon ten (10) days written notice to the CONTRACTOR. In the event that the Agreement is terminated pursuant to this subparagraph, the CONTRACTOR shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.
- (d) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 30 days after it is due.

ARTICLE 7: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Sudbury:

Town Manager
278 Old Sudbury Road
Sudbury, MA 01776

Contractor:

Woodard & Curran
250 Royall Street, Suite 200E
Canton, MA 02021

ARTICLE 8. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain a commercial and general liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN as an additional insured on the policies. Commercial and General liability coverages shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) CONTRACTOR shall carry a professional errors and omissions policy with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate, with a deductible of no more than \$50,000 per claim.
- (c) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and, except worker's compensation, insurance shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) The CONTRACTOR shall indemnify and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability, asserted against the Town by a third party, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association but only to the extent caused by any negligent act or omission, of the CONTRACTOR, its subcontractors and its and their agents or employees in the performance of

the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Agreement. The foregoing provisions are in addition to any other remedies available to the Town, and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 9: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 10: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to waive all claims against the CONTRACTOR and hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 11: STANDARD OF CARE

The CONTRACTOR agrees to perform its work under this Contract, which the parties acknowledge consists solely of professional consulting services, in accordance with the degree of skill and care exercised by similarly practicing professionals performing similar services under similar conditions.

ARTICLE 12: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by, and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts and shall be subject to all such laws and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 13: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 14: CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS; NON-COLLUSION CERTIFICATION

The undersigned CONTRACTOR certifies under the pains and penalties of perjury that the **CONTRACTOR** has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, and that the services set forth in Attachment A have been proposed and submitted in good faith and without collusion or fraud.

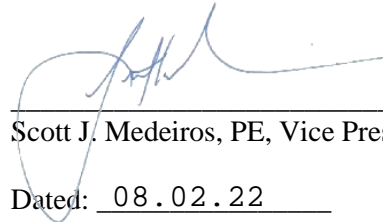
ARTICLE 15: COVID-19

The Contractor acknowledges that some or all of the work or services to be performed under this Agreement may be subject to rules, regulations, and orders of the Commonwealth of Massachusetts, the Sudbury Board of Health and/or other boards or officers of the Town regarding matters of public health and worker and workplace safety, including measures and protocols to address risks posed by the novel coronavirus COVID-19; and the Contractor agrees to comply with all such rules, regulations, and orders.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.

WOODARD & CURRAN



Scott J. Medeiros, PE, Vice President

Dated: 08.02.22

TOWN OF SUDBURY

Maryanne Bilodeau, Interim Town Manager

Dated: _____

Attachment 14.a: Woodard Curran MS4 Agreement (5391 : Woodard and Curran contract consulting svcs MS4)

Appendix A – Scope of Work for Stormwater Management Consulting Services

July 1, 2022

Thank you for providing Woodard & Curran the opportunity to continue to support the Town of Sudbury's efforts to meet compliance requirements of the 2016 Municipal Separate Storm Sewer System (MS4) General Permit, effective July 1, 2018. The tasks described below are associated with MS4 General Permit Year 5 requirements, which includes the period between July 1, 2022 and June 30, 2023.

PROJECT SCOPE:

Woodard & Curran will provide engineering services as requested by the Town of Sudbury's Director of Public Works. Engineering services shall include:

Task 1 – Illicit Discharge Detection Elimination (IDDE) Program Implementation - MS4 Catchment Investigations

Woodard & Curran will perform services to support the Town's continued implementation of its Illicit Discharge Detection and Elimination (IDDE) Program. These services will include performing up to 26 days of IDDE investigations within the Town.

IDDE field work will include catchment investigation, using the following methodology consistent with the Town's IDDE Program Manual:

1. A visual and olfactory inspection of key junction manholes will be conducted during dry weather in priority catchment areas to attempt to identify potential illicit discharges. Inspections will begin at the "upper" portions of the stormwater drainage network within each catchment, working toward the outfall or interconnection. It is anticipated that the Woodard & Curran team will utilize PeopleGIS to document inspection activities.
2. When flow is observed in a junction manhole, a sample will be collected in the field and analyzed for ammonia, chlorine, and surfactants using test kits. If test kit results indicate a potential illicit discharge within the segment of the drainage network, samples will be obtained downstream of the location to attempt to isolate the pipe segment(s) exhibiting elevated pollutant concentrations. Photographs will be taken of sample locations and labeled according to Asset ID.
3. When flow is not observed but evidence of a potential intermittent illicit discharge is present, each inlet of the manhole will be partially blocked with sandbags for a 48-hour period. The manhole will be inspected after 48-hours for intermittent flows, which, if present, will be collected and analyzed for ammonia, chlorine, and surfactants using field test kits.
4. Once suspected illicit discharge segments of pipe are identified, additional downstream investigation will only be conducted on key junction manholes to determine if significant increases in indicator parameters are evident. Future investigation may be necessary once the identified illicit discharge is eliminated and can be conducted under a future scope of work, at the Town's request.



Where potential illicit discharges are identified during catchment investigations, Woodard & Curran will coordinate Illicit Discharge Verification activities, including:

1. Inspections of building plumbing connectivity in the vicinity of the identified possible illicit discharge to verify illicit discharges. Initially, this consists of visual inspections of infrastructure alignments and building and/or septic system dye flushing/tracing activities; however, if the results are inconclusive verification of illicit connections may require closed-circuit television (CCTV) follow-up within the associated infrastructure. CCTV services are not included in this scope of work.
2. Woodard & Curran will coordinate with the Town on the best approach to provide notification to the property owner(s) and/or outreach to adjacent property owners in advance of investigations. Woodard & Curran will support the development of notification and/or outreach materials, presentations, or other overview information of the investigation program.

Meetings: We anticipate attending a meeting with Town staff which will include project kickoff, discussion of field operations, internal and external outreach/public notifications, and anticipated schedule.

Clarifications:

- Investigations shall be undertaken during dry conditions (or below freezing conditions) to minimize the potential for sampling groundwater or snowmelt baseflow. A lack of sufficient dry conditions may impact the schedule or ability to deliver this task to completion as described. Woodard & Curran will notify the Town if a lack of dry weather conditions appears to impact task schedule.
- This investigation effort will likely require traffic control to open and view the interior of manholes/ catch basins. It is assumed that Woodard & Curran will coordinate traffic control needs and scheduling, and that the Town will pay traffic control fees directly.
- Project development, coordination, scheduling, geographic information system (GIS) coordination and data management, client and project management, public outreach support, and supervision of field investigation activities have been included in this task.
- Woodard & Curran will provide the Town with periodic updates on catchment investigation progress and any notable findings identified during investigation work.
- CCTV inspection of the storm drain and sanitary sewer systems is assumed to be completed by the Town, but can be procured by Woodard & Curran as budget allows.

Deliverables:

IDDE deliverables will include a letter report summarizing catchment investigation work completed and recommendations for next steps for MS4 Annual Reporting. Each verified illicit discharge will be summarized in an Illicit Discharge Verification memorandum and submitted to the Town to initiate elimination actions as outlined within the IDDE Program Manual. Possible illicit discharges that are not verified (unknown sources) will be summarized and provided in a memorandum describing additional investigation needs.

The data deliverables for this task will be directly incorporated into the Town's PeopleGIS software. The results of IDDE field screening and sampling activities will be provided in a memorandum.



Task 2 – Mapping Program Technical Support

During compliance assessments conducted in previous years, several gaps were identified within the Town's drainage system GIS database that must be addressed to meet compliance obligations. The Town and Woodard & Curran have begun to address these items collaboratively and this task will continue that effort.

Under this task, Woodard & Curran will continue to support the migration of paper plan data into PeopleGIS to digitize new stormwater assets that have previously been unmapped. All updates to the GIS database will be made directly into the PeopleGIS master dataset during this task. Additionally, any mapping discrepancies identified during IDDE catchment investigations may also be updated in PeopleGIS under this task.

Task 3 – Permit Year 4 Annual Report

Woodard & Curran will perform the following tasks for each annual reporting period:

- Attend one (1) meeting with Sudbury personnel to document activities performed in the Permit Year;
- Facilitate a self-assessment review of compliance with permit conditions, which will include an assessment/evaluation of:
 - The appropriateness of the identified Best Management Practices (BMPs) to meeting Permit requirements;
 - Progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable; and
 - Progress toward meeting the identified measurable goals for each of the Control Measures.
- Summarize outfall screening and sampling activities and other IDDE actions undertaken during the Permit Year;
- Summarize stormwater activities planned to be undertaken during the next reporting cycle.
- Identify any change in BMPs or measurable goals and provide justification for those changes.

Woodard & Curran will finalize the annual report using the EPA's standard template, deliver the Annual Report to the Town for certification by the Town Manager and, pending certification, submit the report to the EPA and the MassDEP by September 30, 2022.

Task 4 – Advancing Previously Identified Phosphorus Source Reduction Opportunities

The MS4 General Permit obligates communities with discharges to a waterbody with an identified nutrient impairment to develop a Phosphorus Source Identification Report (PSIR) no later than 4 years after the effective date of the Permit. In Permit Year 4, Woodard & Curran developed a PSIR for the Hop Brook watershed and included several in-line Ponds (Carding Mill and Grist Mill Ponds). The PSIR outlined a strategy to reduce the amount of phosphorus in stormwater discharges from the MS4 to the impaired waterbody or its tributaries. W&C also included a preliminary BMP Retrofit Inventory.



Consistent with the Permit, Woodard & Curran will complete the following tasks:

Task 4a – Nutrient Control/Retrofit Opportunities

The MS4 Permit obligates a minimum of 5 retrofits of municipally-owned property to be evaluated for the BMP Retrofit Inventory by the conclusion of PY5. W&C presented 3 new retrofit options in the preliminary BMP Retrofit Inventory. In this task, W&C will facilitate discussions with the Town of Sudbury to identify more opportunities for BMP retrofits, identify funding opportunities, develop schedules for implementation, and follow-up on delegated tasks. This task assumes no more than 2 meetings with the Town.

Task 4b – Opportunities List and Map

Woodard & Curran will document the retrofit opportunities for inclusion in the revised SWMP; including a GIS figure of all identified retrofit locations. Additionally, and consistent with the permit requirements, Woodard & Curran will also summarize the likely benefits of implementation of a variety of non-structural Best Management Practices (BMPs) for phosphorus load reduction to complement the structural BMP strategy.

Task 5 – SWMP Updates

Woodard & Curran will update the annual Stormwater Management Plan (SWMP) to meet the requirements in Part 1.10.2 of the MS4 Permit. The update will document changes to BMPs, the names and titles of people responsible for BMP implementation, and the results of efforts to complete the required Year 5 activities. Woodard & Curran anticipates that the update will include changes to the text of the SWMP document and inclusion of work products as appendices, as appropriate. Additionally, the changes will be documented in the existing amendment log and summary of modifications in Appendix E of the SWMP.

Woodard & Curran will provide a digital draft of the SWMP for the Town's review and comment. Woodard & Curran will address applicable comments and provide a final SWMP in electronic format for posting to the Town webpages.

Task 6 – Technical Support and General Assistance on Local Standards

PY5 W&C will continue to support Town of Sudbury on Policy Updates, Refinement, and Updates to Local Standards.

Consistent with BMP 5.3 of Sudbury's Stormwater Management Program Plan and also Section 2.3.6.b. and 2.3.6.c of the MA MS4 General Permit, Woodard & Curran collaborated with Sudbury Planning, Facilities and Conservation Departments to acquire and review the previous Municipal Vulnerability Preparedness (MVP) policy review by Horsley Witten Group. This review revealed that the recommendations in the MVP Summary partially meet permit requirements. Permit requirements could be met by determining and implementing a schedule to enact the recommendations. It is also W&C's recommendation that the Town of Sudbury consider filling out the *Center for Watershed Protection Code and Ordinance Worksheet*. This worksheet was specifically developed to help communities evaluate whether their local code, regulations and policies are stormwater friendly.

In this task, W&C will assist the Town to determine and implement a schedule for accomplishing the recommendations in the MVP Summary. W&C will also assist Town staff to help fill out the *Center for Watershed Protection Code and Ordinance Worksheet*, by providing summary of any data managed by W&C.



Task 7 – On-Call Support

Under this task, Woodard & Curran will provide the Town with technical support, on an as needed basis. We anticipate the following subtasks may be needed:

- Meeting with Town Department heads to workshop elements of the MS4 General Permit.
- DPW Operations support and updates to SOPs.
- Municipal stormwater BMP inspections.
- Public education and outreach.
- Training programs (SWPPP, SPCC, IDDE).
- Updates to SWPPPs
- Meeting with and presentation of progress related to compliance with the MS4 General Permit requirements to meet MS4 General Permit required public notice obligations.
- Technical support for PeopleGIS data integration.

FEE AND SCHEDULE:

Woodard & Curran proposes to perform the work described herein based upon the lump sum fees described in the following table. Monthly invoices will be submitted to the Town. The final invoice will be paid upon the Town's approval of the final deliverable. We will communicate with the Town on our efforts relative to these budgets and the work requested and will not exceed this budget without written authorization from the Town.

The following table presents the budget allocation for each task:

| Task Number | Task Name | Fee |
|--------------------------|--|------------------|
| 1 | Illicit Discharge Detection Elimination (IDDE) Program Implementation - MS4 Catchment Investigations | \$70,000 |
| 2 | Mapping Program Technical Support | \$11,000 |
| 3 | Permit Year 4 Annual Report | \$9,500 |
| 4 | Advancing Previously Identified Phosphorus Source Reduction Opportunities | \$10,000 |
| 5 | SWMP Updates | \$4,000 |
| 6 | Technical Support and General Assistance on Local Standards | \$5,000 |
| 7 | On-Call Support | \$7,500 |
| Project Total Fee | | \$117,000 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169 | CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 E-MAIL ADDRESS: boston@amesgough.com FAX (A/C, No): (617) 328-6888 |
| INSURED Woodard & Curran, Inc. 41 Hutchins Drive Portland, ME 04102 | INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company (CNA) A, XV INSURER B: National Fire Insurance Company of Hartford A(XV) INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | X | | 6014561812 | 2/23/2022 | 2/23/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC712170797 | 2/23/2022 | 2/23/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liab | | | AEH114135520 | 2/23/2022 | 2/23/2023 | Per CL 1,000,000 Agg 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If AI box is checked, GL Endorsement Form# CNA75079XX, Auto Endt Form# SCA23500D to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

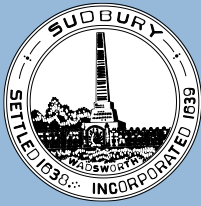
RE: Stormwater Management Consulting Services

The Town of Sudbury shall be included as additional insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Town of Sudbury 278 Old Sudbury Road Sudbury, MA 01776 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE gared maxwell |
|---|--|

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

CONSENT CALENDAR ITEM**15: Easement - 42 Fox Hill Drive****REQUESTOR SECTION**

Date of request:

Requestor: Beth Suedmeyer

Formal Title: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM" granted by Gary Bennos and Laura Bennos, owners, for stormwater system maintenance purposes upon the property at Lot 42 Fox Hill Drive.

Recommendations/Suggested Motion/Vote: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM" granted by Gary Bennos and Laura Bennos, owners, for stormwater system maintenance purposes upon the property at Lot 42 Fox Hill Drive.

Background Information:

Financial impact expected:

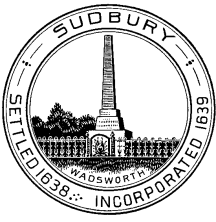
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM



Town of Sudbury

Planning & Community Development Department

pcd@sudbury.ma.us

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

www.sudbury.ma.us/pcd

TO: Select Board
FROM: Beth Suedmeyer, Environmental Planner, Planning and Community Development
RE: Request for Acceptance of Easements for Projects Subject to Stormwater Management Permits
DATE: August 4, 2022

The Planning Board issued Decisions to grant Stormwater Management Permits for the properties itemized on the agenda. Conditions within the Permits specify:

A restrictive covenant requiring construction of the stormwater system in accordance with the Plan, and maintenance of the stormwater management system in accordance with the Operation and Maintenance Plan shall be recorded on the Premises. This covenant shall allow for the placement of municipal liens on the Premises if the owner fails to fully construct the system or fails to maintain the system and the Town needs to do so. The Applicant shall submit the covenant for review and approval of the Board or its representative prior to recording at the Middlesex South District Registry of Deeds.

As such, through stormwater covenants, the Owners identified agree to provide such perpetual maintenance of the stormwater system by imposing restrictive and protective covenants on the respective properties. In the event that the Owner fails to do so, an easement over the property is created to allow the Town, through its Department of Public Works, to perform such maintenance and charge and assess the Owner for the cost. The grant of easement provides the explicit right of the Town to enter upon private property to conduct inspections and to perform any required work.

I respectfully ask for the Board's acceptance of the easements.

Cc: Dan Nason, DPW Director

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

This Declaration of Restrictive Covenants and Grant of Easement (this “Restriction”) is made as of April 12th, 2022 by Gary Bennos and Laura Bennos (the “Owner”) of Lot 42 Fox Hill Drive Sudbury, MA 01776 (the “Property”) in favor of the Town of Sudbury (the “Town”), a Massachusetts municipal corporation, by and through its Select Board, having an address of 278 Old Sudbury Road, Sudbury, MA 01776.

Whereas, the Owner applied to the Sudbury Planning Board for approval of a Stormwater Management Permit, for the Property (the “Project”) and the Planning Board, on June 28, 2021 issued a “Decision Stormwater Permit Lot 42 Fox Hill Drive Sudbury Ma SWMP #21-06” filed for registration herewith upon the Property shown as Lot number 42 on Plan No. 11045-I, and recorded with the Middlesex South Registry District of the Land Court as Document No. 1864150, noted on Certificate of Title No. 274976 to which plan reference is made for a more particular description of said the Property.

For title reference, see Deed registered in Southern Middlesex District of the Land Court in Book 1566, Page 173, Document #1864150, Certificate #274976.

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

Whereas, the Sudbury Planning Board’s decision to grant the Owner the Permit is contingent upon the Owner being responsible for the perpetual maintenance of the stormwater management system located on the Property, including, without limitation, all catch basins, detention basins, pipes, drainage swales, recharge basins, basin outlets, sedimentation basins, spillways and other structures, facilities, and/or appurtenances related thereto (as the same may be altered from time to time, the “Stormwater System”); and

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

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

1. The Owner, and/or its successors and assigns, shall be responsible, at its sole cost and expense, for constructing, installing, maintaining, operating, repairing, and replacing, the Stormwater System located on the Property for the purpose of allowing for the proper and efficient flow of stormwater as described in the Best Management Practices and the Operation and Maintenance Plan and the Stormwater Operations and Maintenance Manual entitled "Storm Water Management Report for Storm Water Permit Major Lot 42 Fox Hill Drive Sudbury Ma" prepared by Waterman Design and Associates and dated 6/22/2021, on file with the Town, as the same may be amended or renewed from time to time with the prior written consent of the Town such consent not to be unreasonably withheld, delayed or conditioned.

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

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

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

Prior to exercising any right to enter the Property under this Restriction, or, in the case of emergency, as soon as is practicable, the Town agrees to carry and keep in effect, at the Town's sole cost and expense, comprehensive general liability insurance covering

the Property in commercially reasonable amount in light of the nature of the work to be undertaken which may be included under the Town's so-called blanket or master insurance policy covering other property or insureds in addition to those required hereunder. The Town shall also cause any party performing work on the Town's behalf on the Property and/or the Stormwater System in accordance with the terms of this Restriction to obtain and keep such insurance prior to entering upon the Property. Any insurance provided for above shall name the Owner as additional insured. The Town's liability shall be limited pursuant to M.G.L. c. 258 and any other applicable provisions of law.

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

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

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

8. This Restriction and Grant of Easement shall run with the Property and be binding upon the owners of the Property and their respective successors and assigns for the benefit of the Town.

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

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

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

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

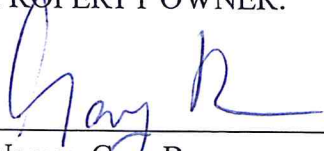
13. The Owner agrees to obtain from any mortgagee having a mortgage on the Property as of the date hereof a subordination to this Restriction, stating that such mortgages shall be subject to this Restriction. Such subordinations shall be obtained and recorded promptly.


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

[End of text. Signatures on next page.]

Executed under seal as of this 12th day of April, 2022.

PROPERTY OWNER:

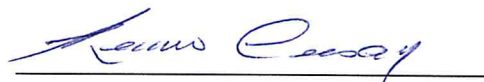

Name: Gary Bennos


Name: Laura Bennos

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 12th day of April, 2022, before me, the undersigned notary public, Gary Bennos and Laura Bennos, personally appeared and proved to me through satisfactory evidence of identification, which was MA DRIVERS LICENSES, to be the persons whose names are signed on the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 7/29/2027



Kemo Ceesay
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
7/29/2027



Attachment 15.b: Lot 42 Fox Hill Dr Covenant and Easement owner signed (5399 : Easement - 42 Fox Hill Drive)

ACCEPTANCE OF EASEMENT

On this day of August, 2022, the Town of Sudbury, acting by and through its Select Board pursuant to the provisions of G.L. c. 83, §§1 and 3, and any other enabling authority, hereby accepts the foregoing Grant of Easement for drainage purposes.

TOWN OF SUDBURY,

By Its Select Board

Charles G. Russo

Signature: _____

Daniel E. Carty

Signature: _____

Janie W. Dretler

Signature: _____

Lisa V. Kouchakdjian

Signature: _____

Jennifer S. Roberts

Signature: _____

COMMONWEALTH OF MASSACHUSETTS

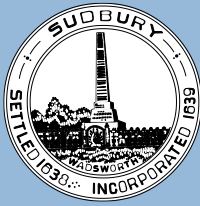
MIDDLESEX, ss

On this day of August, 2022, before me, the undersigned notary public,

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

Notary Public

My Commission Expires:

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

CONSENT CALENDAR ITEM**16: Easement - Widow Rites Lane****REQUESTOR SECTION**

Date of request:

Requestor: Beth Suedmeyer, Environmental Planner

Formal Title: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM" granted by James G. Brolly, Trustee 26 Baker Street Realty, owner, for stormwater system maintenance purposes upon the property at 25, 35, 45, and 55 Widow Rites Lane.

Recommendations/Suggested Motion/Vote: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 1 and 3, of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM" granted by James G. Brolly, Trustee 26 Baker Street Realty, owner, for stormwater system maintenance purposes upon the property at 25, 35, 45, and 55 Widow Rites Lane.

Background Information:

Financial impact expected:

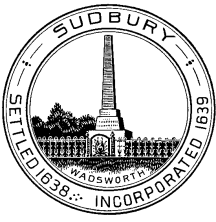
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM



Town of Sudbury

Planning & Community Development Department

pcd@sudbury.ma.us

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

www.sudbury.ma.us/pcd

TO: Select Board
FROM: Beth Suedmeyer, Environmental Planner, Planning and Community Development
RE: Request for Acceptance of Easements for Projects Subject to Stormwater Management Permits
DATE: August 4, 2022

The Planning Board issued Decisions to grant Stormwater Management Permits for the properties itemized on the agenda. Conditions within the Permits specify:

A restrictive covenant requiring construction of the stormwater system in accordance with the Plan, and maintenance of the stormwater management system in accordance with the Operation and Maintenance Plan shall be recorded on the Premises. This covenant shall allow for the placement of municipal liens on the Premises if the owner fails to fully construct the system or fails to maintain the system and the Town needs to do so. The Applicant shall submit the covenant for review and approval of the Board or its representative prior to recording at the Middlesex South District Registry of Deeds.

As such, through stormwater covenants, the Owners identified agree to provide such perpetual maintenance of the stormwater system by imposing restrictive and protective covenants on the respective properties. In the event that the Owner fails to do so, an easement over the property is created to allow the Town, through its Department of Public Works, to perform such maintenance and charge and assess the Owner for the cost. The grant of easement provides the explicit right of the Town to enter upon private property to conduct inspections and to perform any required work.

I respectfully ask for the Board's acceptance of the easements.

Cc: Dan Nason, DPW Director

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

This Declaration of Restrictive Covenants and Grant of Easement (this "Restriction") is made as of July 28, 2022 by James G. Brolly, Trustee of 26 Baker Street Realty Trust u/d/t dated March 8, 2017 a certificate of which is recorded with the Middlesex South Registry of Deeds in Book 76279, Page 180 (the "Owner") of 25, 35, 45 and 55 Widow Rites Lane, Sudbury, MA 01776 (the "Property"), as more specifically described in that certain deed dated November 27, 2020 recorded with Middlesex South District Registry of Deeds at Book 76279, Page 177 in favor of the Town of Sudbury (the "Town"), a Massachusetts municipal corporation, by and through its Select Board, having an address of 278 Old Sudbury Road, Sudbury, MA 01776.

Whereas, the Owner applied to the Sudbury Planning Board for approval of a Stormwater Management Permit, for the Property (the "Project") and the Planning Board, on April 13, 2022, issued a "Decision Stormwater Management Permit" (the "Permit", which permit is recorded with said Deeds at Book 80467, Page 307) upon the Property shown as Lots 1-4 on a plan entitled "Approval Not Required Plan of Land", prepared for: Heritage Properties dated September 27, 2019 prepared by Engineering Design Consultants, Inc and recorded with the Middlesex South District Registry of Deeds as Plan No. 778 of 2020, to which plan reference is made for a more particular description of said the Property.

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

Whereas, the Sudbury Planning Board's decision to grant the Owner the Permit is contingent upon the Owner being responsible for the perpetual maintenance of the stormwater management system located on the Property, including, without limitation, infiltration system, drainage basins, catch basins, drainage pipes, outlets, spillways, structures and facilities and/or appurtenances related thereto (as the same may be altered from time to time, the "Stormwater System"); and

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

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

1. The Owner, and/or its successors and assigns, shall be responsible, at its sole cost and expense, for constructing, installing, maintaining, operating, repairing, and replacing, the Stormwater System located on the Property for the purpose of allowing for the proper and efficient flow of stormwater as described in the Best Management Practices and the Operation and Maintenance Plan and the Stormwater Operations and Maintenance Manual entitled "Stormwater Operation and Maintenance Plan " prepared by Engineering Design Consultants, Inc., on file with the Town, as the same may be amended or renewed from time to time with the prior written consent of the Town such consent not to be unreasonably withheld, delayed or conditioned.

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

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

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

Prior to exercising any right to enter the Property under this Restriction, or, in the case of emergency, as soon as is practicable, the Town agrees to carry and keep in

effect, at the Town's sole cost and expense, comprehensive general liability insurance covering the Property in commercially reasonable amount in light of the nature of the work to be undertaken which may be included under the Town's so-called blanket or master insurance policy covering other property or insureds in addition to those required hereunder. The Town shall also cause any party performing work on the Town's behalf on the Property and/or the Stormwater System in accordance with the terms of this Restriction to obtain and keep such insurance prior to entering upon the Property. Any insurance provided for above shall name the Owner as an additional insured. The Town's liability shall be limited pursuant to M.G.L. c. 258 and any all other applicable provisions of law.

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

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

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

8. This restriction and grant of easement shall run with the Property and be binding upon the owners of the Property and their respective successors and assigns for the benefit of the Town.

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

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

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

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

13. The Owner agrees to obtain from any mortgagee having a mortgage on the Property as of the date hereof a subordination to this Restriction, stating that such mortgages shall be subject to this Restriction. Such subordinations shall be obtained and recorded promptly.

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

[End of text. Signatures on next page.]

Executed under seal as of this 28 day of July, 2022.

PROPERTY OWNER:

Baker Street Realty Trust

James G. Brolly

Name: James G. Brolly

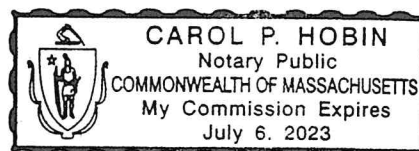
Title: Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 28 day of July, 2022, before me, the undersigned notary public, James G. Brolly as aforesaid, personally appeared and proved to me through satisfactory evidence of identification, which was MA State Driver's License to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily on behalf of Baker Street Realty Trust for its stated purpose.

Notary Public Carol P. Hobin
My Commission Expires: 7/6/2023



ACCEPTANCE OF EASEMENT

On this day of August, 2022, the Town of Sudbury, acting by and through its Select Board pursuant to the provisions of G.L. c. 83, §§1 and 3, and any other enabling authority, hereby accepts the foregoing Grant of Easement for drainage purposes.

TOWN OF SUDBURY,
By Its Select Board

Charles G. Russo

Signature: _____

Daniel E. Carty

Signature: _____

Janie W. Dretler

Signature: _____

Lisa V. Kouchakdjian

Signature: _____

Jennifer S. Roberts

Signature: _____

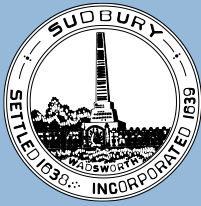
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this day of August, 2022, before me, the undersigned notary public,

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

Notary Public
My Commission Expires:

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

CONSENT CALENDAR ITEM**17: Appointment policy****REQUESTOR SECTION**

Date of request:

Requestor: Member Jen Roberts

Formal Title: Discussion and vote to approve amended Appointment Policy for positions appointed by the Select Board and Town Manager.

Recommendations/Suggested Motion/Vote: Discussion and vote to approve amended Appointment Policy for positions appointed by the Select Board and Town Manager.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

08/09/2022 7:00 PM

Appointment Policy

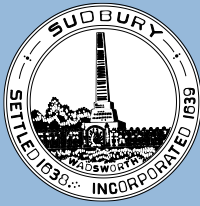
(Amended 5/10/76, 8/23/99, 03/16/21, 06/29/21, 04/26/22)

Added June 29, 2021 but not in version voted on April 26, 2022

Added on April 26, 2022 and voted on April 26, 2022

For positions appointed by the Select Board and the Town Manager

1. The expiration date for appointments is May 31st, or until their successors are appointed and qualified, with the exception of the following:
 - a. Historic Districts Commission, which, under G.L. Ch. 40C, expire January 1st.
 - b. Election Officers are appointed annually between July 15th and August 15th, in accordance with G.L. Ch. 54, s.12.
 - c. Sudbury Cultural Council appointments may expire at varying times, depending upon date of appointment.
2. The Town Manager shall:
 - a. Present, at the first regular meeting following Town Election, a list of appointments to be made or approved by the Board.
 - b. Notify incumbents and request their statements of interest in reappointment.
 - c. Notify the public, well in advance of the expiration of an appointed position's term, of the opportunity to apply for the positions.
 - d. Advertise open positions to the public for at least thirty days.
 - e. Actively seek volunteers for boards and committees.
 - f. Provide Chairpersons of boards and committees with names of candidates and request recommendations from pertinent boards or committees to fill vacancies.
 - g. Request recommendations from the chairpersons of the appropriate boards or committees for reappointments or filling of vacancies.
 - h. Notify the Select Board in advance of intended Town Manager appointments (at least one week before Select Board approval).
3. Interviews for potential appointees.
 - a. All potential appointees and re-appointees must apply.
 - b. Copies of applications shall be provided to the Select Board and chairpersons of respective board or committee prior to interview.
 - c. The Select Board should seek and acknowledge recommendations from the respective board or committee prior to interview.
 - d. The Select Board shall interview in open meeting the candidates for boards and committees which they appoint and may interview appointees by the Town Manager at its discretion.
 - e. As permitted by the Chair, the public, and any others that the Select Board wishes to include may attend the interviews and ask questions.
 - f. The Select board shall vote on all appointments.
 - g. Appointments should be based on merit and qualifications.
 - h. Whenever possible, the Board will seek to appoint members from varied backgrounds and fields of expertise to reflect the diversity of the community.
 - i. All appointee candidate applications shall be acknowledged.
4. Annual appointments shall be completed as soon as possible.
5. Existing members with expired terms may remain in their roles until positions are filled.
6. Updated lists of members will be maintained by the Town Manager's office.
7. Retiring members will receive letters of thanks from the Town for their service.
8. The Town retains the right to rescind appointments if deemed necessary.

**SUDBURY SELECT BOARD**

Tuesday, August 9, 2022

CONSENT CALENDAR ITEM**18: Accept resignation of CIAC member****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept the resignation of Capital Improvement Advisory Committee member, David Kunkle, 32 Pine Street, effective 7/31/22, and send a thank you letter for his service to the Town.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

08/09/2022 7:00 PM

William Kunkle
32 Pine St
Sudbury, MA 01776
wakunkle@gmail.com

7/31/2022

Susan Asbedian-Ciaffi
Chair
Sudbury Capital Improvement Advisory Committee

Dear Ms. Asbedian-Ciaffi:

I would like to inform you that I am resigning from my position as Member of Sudbury's Capital Improvement Advisory Committee, effective July 31, 2022. I am relocating out of the area for a work assignment.

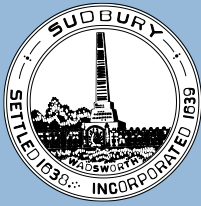
Thank you for the support and the opportunities that you have provided me during the last two years. I have truly enjoyed my tenure with the CIAC and am more than grateful for the experience.

If I can be of any assistance during this transition in order to facilitate the seamless passing of my responsibilities to my successor, please let me know. I would be glad to help however I can.

Sincerely,

William A Kunkle

William A. Kunkle, PE



SUDBURY SELECT BOARD

Tuesday, August 9, 2022

CONSENT CALENDAR ITEM**19: Accept easement re: Fire Station 2 National Developmt****REQUESTOR SECTION**

Date of request:

Requestor: Permanent Building Committee

Formal Title: Pursuant to Article 16 of the 2021 Annual Town Meeting for the construction of the housing/living addition and connection to Fire Station No. 2, VOTE: upon presentation of and approval of Town Counsel, to execute acceptance of an easement as granted by BPR National Development (Owner) over the Owner's adjacent paved private way and through and across its unpaved property to allow access to and for the Town's intended walkway and driveway construction and use.

Recommendations/Suggested Motion/Vote: Pursuant to Article 16 of the 2021 Annual Town Meeting for the construction of the housing/living addition and connection to Fire Station No. 2, VOTE: upon presentation of and approval of Town Counsel, to execute acceptance of an easement as granted by BPR National Development (Owner) over the Owner's adjacent paved private way and through and across its unpaved property to allow access to and for the Town's intended walkway and driveway construction and use.

Background Information:

The vote under Article 16 of the 2021 Annual Town Meeting includes acceptance of easements related to the construction of the housing/living addition and connection to Fire Station No. 2 and access thereto. A permanent easement allowing access to the Station requires use of the private paved drive and the adjacent unpaved portion of the BPR National Development property adjacent to the Town's property. The easement document is in the process of development by the Permanent Building Committee and will be presented to Town Counsel for review. In order to expedite the easement process and recommend award to the Town Manager for the contract for construction (the latter process already approved by a previous generic vote by the Select Board), the Permanent Building Committee is requesting a vote to authorize the SB's easement acceptance in advance to allow signing of the Easement document upon presentation dependent upon Town Counsel's review.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

| | |
|-----------------------|---------|
| Select Board Office | Pending |
| Town Manager's Office | Pending |
| Town Counsel | Pending |
| Select Board | Pending |
| Select Board | Pending |

08/09/2022 7:00 PM

