



SUDBURY SELECT BOARD
TUESDAY SEPTEMBER 13, 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.		<i>VOTE</i>	Interview candidate for Council on Aging. Following interview, vote whether to appoint Paul Marotta, 71 Pelham Island Road, to the Council on Aging for a term expiring 5/31/23.
2.		<i>VOTE</i>	Meet with Community Paradigm to discuss next steps and Screening Committee. Bernard Lynch from Community Paradigm Associates to attend.
3.			Sudbury Transportation Committee Update
4.		<i>VOTE</i>	Discuss and possibly vote to have the Sudbury Select Board liaison to Lincoln-Sudbury School Committee (LSSC) inquire of the LSSC Chair the current status of the LSSC Subcommittee established to discuss the Lincoln-Sudbury Regional School Agreement and report back to the Sudbury Select Board accordingly.
5.		<i>VOTE</i>	Update on Vocational Schools and letters of application to vocational school districts.
6.		<i>VOTE</i>	Review and possible vote to update and/or accept Sudbury's Board of Selectmen Statement of Mission and Values for Determining Goals last updated 2005.
7.		<i>VOTE</i>	Vote on a letter of support for Camp Sewataro Camp Operator special permit application to the Planning Board to expand the number of campers.
8.			Public Comments (cont)
9.		<i>VOTE</i>	Vote to review and possibly approve the open session minutes of 6/28/22, 7/6/22, and 8/15/22.

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
10.			Upcoming agenda items
CONSENT CALENDAR			
11.		<i>VOTE</i>	Vote to approve an award of a two-year contract to Girard & Associates, LLC by the Town Manager as a sole source procurement for services to be provided for the Fire Department's Advanced Life Support Program involving quality assurance/quality control, in the amount of \$17,800 per year, for a two year contract.
12.		<i>VOTE</i>	Approve award by the Town Manager of a contract between the Town and PARE Corporation for engineering services to be performed relative to Cricket Pond in Heritage Park pursuant to Contractor's proposal (number GP288.22) dated August 5, 2022, in the amount of \$26,500, and further, to execute all documents relative to said contract inclusive of amendments, if any.
13.		<i>VOTE</i>	Vote to accept the resignation of Paula Hudson, 20 Adams Road, from the Diversity, Equity, and Inclusion Commission, effective immediately, and send a thank you letter for her service to the Town.
14.		<i>VOTE</i>	Vote to accept the resignation of Susan Abrams, 24 Hudson Road, from the Diversity, Equity, and Inclusion Commission, effective immediately, and send a thank you letter for her service to the Town.
15.		<i>VOTE</i>	Vote to appoint members Janie Dretler and Dan Carty to the Small Wireless Subcommittee for a term expiring 5/31/23.
16.		<i>VOTE</i>	Vote to appoint Board member Dan Carty as Sudbury's designee to the MBTA Advisory Board for a term expiring 5/31/23.
17.		<i>VOTE</i>	Vote to accept the Declaration of Restrictive Covenants and Grant of Easement regarding the Stormwater Management System for the property at 105 Boston Post Road subject to the Stormwater Management Permit issued for the property.
18.		<i>VOTE</i>	Vote whether to accept the following expenditure limits for the Town Trust Funds for Fiscal Year 2023: Goodnow Library \$35,000; Rhodes Memorial \$600; Lydia Raymond \$100; Forrest Bradshaw \$100; Cheri-Anne Cavanaugh \$1,000; Raymond Scholarship \$1,000; Discretionary \$4,000; Sept. 11 Memorial \$2,000; Perpetual Care \$70,000, for a total of \$113,800, as requested by Dennis Keohane, Finance Director.
19.		<i>VOTE</i>	Vote to approve the Town of Sudbury, through its Historical Commission and Historic Districts Commission, to become a Certified Local Government with the Massachusetts Historical Commission.

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



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

MISCELLANEOUS (UNTIMED)

1: Interview COA candidate

REQUESTOR SECTION

Date of request:

Requestor: Debra Galloway, Senior Center Director

Formal Title: Interview candidate for Council on Aging. Following interview, vote whether to appoint Paul Marotta, 71 Pelham Island Road, to the Council on Aging for a term expiring 5/31/23.

Recommendations/Suggested Motion/Vote: attached letter of recommendation and application

Background Information:

Financial impact expected:

Approximate agenda time requested: 15 minutes

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

09/13/2022 7:00 PM



Sudbury Senior Center
Council on Aging
Town of Sudbury, Massachusetts

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

August 17, 2022

Sudbury Select Board
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

Dear Members of the Select Board,

The Board of the Sudbury Council on Aging has interviewed candidates for appointment to the Council on Aging to fill a Council on Aging vacancy. At their regular meeting on Tuesday, August 16, 2022, the Council on Aging unanimously voted to recommend Paul Marotta to fill the 3 year term beginning on June 1, 2022. Please find his application enclosed with this letter. We are very happy to welcome Paul to the Sudbury Council on Aging.

Sincerely,


Debra Galloway, Director

for the Sudbury Council on Aging

Attachments: COA Applications for Paul Marotta

f:\coa board\membership\select board letter re board appointee p marotta to fill vacancy 2022.doc

Attachment1.a: Marotta_COA_applicant.redact (5440 : Interview COA candidate)

TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT

SELECT BOARD
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Council on Aging

Name: Paul J. Marotta
Address: 71 Pelham Tsl Rd - Sudbury, MA Email Address: [REDACTED]
Home phone: [REDACTED] Work or Cell phone: [REDACTED]

Years lived in Sudbury: 43

Brief resume of background and pertinent experience: I am a retired USAF civilian with over 20 years of service. I was an Asset Manager for approximately 20 years and for the remainder held various Management positions. I have also served as a Director of a \$1.8 Billion Credit Union and was Chairman for 27 years. In addition I also chaired a charitable foundation for 10 years to serve various communities - I currently serve on the Boston Red Sox Base Ball Board of Directors and Red Sox Foundation.

Municipal experience (if applicable):

None

Educational background: Bach Sci in Accounting
MASH Sci in Public Administration
Certified Internal Auditor Cert
Real Estate Broker License

Reason for your interest in serving: National Youth Coaches Assoc Cert
See attached

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

Do you or any member of your family have any business dealings with the Town? If yes, please explain:
None

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

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

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

Signature Paul J. Marotta Date 5/23/22

Attachment 1.a: Marotta_COA_applicant.redact (5440 : Interview COA candidate)

Reason for your interest in serving:

I am very excited for the opportunity to serve on the Sudbury Council on Aging. In my opinion, Seniors are the backbone of our community and have made our wonderful Sudbury what it is today. Seniors are special people -- they are kind, they are gentle, they are loving and they are compassionate people. As such, all of their needs, including physical, mental and social, needs to be identified, designed and implemented into the entire framework of our entire community.

I consider myself as the ultimate TEAM player with excellent listening and communication skills. I am a critical thinker who can think both inside and outside the box. And you have my word that I will give 110% effort and dedication if selected for a position on the Council on Aging.



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

MISCELLANEOUS (UNTIMED)
2: Meet with Community Paradigm

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Meet with Community Paradigm to discuss next steps and Screening Committee. Bernard Lynch from Community Paradigm Associates to attend.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Bernard Lynch from Community Paradigm Associates to attend

Review:

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

09/13/2022 7:00 PM

SUDBURY, MA – Town Manager



Position Statement

Sudbury, MA (18,934 pop.), is a beautiful community in which to live and work. Residents are passionate about the Town and strive to maintain its character along with the quality of life it offers. [Sudbury](#) has an excellent public school system, a well-managed local government, attractive neighborhoods, high property values, abundant open space, and is only 20 miles west of Boston.

Sudbury's deep rural connection and pride in its past are seen in its historic Town Center and in the hundreds of historic homes that are scattered throughout the community. Scenic roadways lined with old stone walls, mature trees, and fields are reminders of the community's past. Sudbury has numerous noteworthy sites, including the Longfellow Wayside Inn and the Revolutionary War Cemetery.



The Town of Sudbury is well-managed and well-situated for continued success. The Town's challenges include prioritizing, integrating, and managing its many projects, maintaining its superior financial stability, maintaining its community character while finding ways to increase revenue, and moving to the forefront on social and global issues that have local impact, including diversity, equity, and inclusion and environmental sustainability efforts.

Sudbury is seeking an experienced, knowledgeable, and talented municipal leader with excellent communication and community engagement skills, demonstrated financial acumen, superior project management skills, and human resources and personnel management skills to serve as its next Town Manager.

Preferred candidates should have an advanced degree in public or business administration, law, or a related field and experience as a town manager or assistant town manager or an equivalent level of successful municipal experience. Candidates should be proactive and strategic thinkers, who are able to prioritize and to build collaborative relationships with appointed/elected officials, employees, residents, and business owners. The next Town Manager should be forward-thinking, innovative, and enthusiastic about the opportunities Sudbury offers.

Annual Salary: \$215,000+/-. The successful candidate will receive an attractive compensation package including health and retirement plans, commensurate with qualifications and experience. Sudbury is an Affirmative Action/Equal Opportunity Employer. The Town Manager position does not have a residency requirement.

Government

In 1994, the Town of Sudbury adopted a [Special Act Charter](#), which provides for the Select Board-Town Manager form of government and includes open Town Meeting. The [Select Board](#) is made up of five members who are elected for three-year overlapping terms. The Board acts as the primary policy-making body of the Town. It provides oversight for matters in litigation, acts as the licensing authority for a wide variety of licenses, and enacts rules and regulations for such matters as traffic control. Further, the Board serves, along with the Town Treasurer, as Trustees of Town Trusts. In addition to the responsibilities stated above, the Select Board formulates guidelines for all Town agencies and appoints the Town Manager, Town Counsel, and Town Accountant. The Board's [2022 Goals](#) can be reviewed on the Town website.



An elected five-member [School Committee](#) oversees the long-range policies of the Sudbury Public Schools, which educates students from grades PreK-8. Lincoln-Sudbury Regional High School has an elected six-member [School Committee](#). Other elected positions in Town include Board of Assessors, Board of Library Trustees, Housing Authority, Board of Health, Planning Board, Park and Recreation Commission, and Town Moderator. In addition, the Town utilizes many other appointed boards and commissions to conduct municipal operations. The Sudbury [2020 Annual Town Report](#) is available online.

The Select Board appoints the [Town Manager](#) to provide, along with the Board, executive leadership for the Town. The Town Manager is responsible for executing the policy directives of the Select Board and for managing the operations and activities of the Town. Details regarding the qualifications and powers and duties of the Town Manager can be found in Part IV of the Charter. The Town Manager is specifically responsible for providing support to the Select Board; managing all Town departments; financial management and budgeting; handling personnel and benefits administration, hiring and firing of personnel, employee performance reviews, and collective bargaining; purchase of supplies, materials, and equipment; inventory of all Town property, maintenance and use of all Town facilities; and coordinating the activities of all Town agencies serving under the office of the Town Manager and the office of the Select Board.

Important Links:

- [Town of Sudbury](#)
- [Home Rule Charter Act](#)
- [General Bylaws](#)
- [2020 Annual Town Report](#)
- [FY23 Proposed Budget](#)
- [Financial Policies](#)
- [Sudbury Master Plan](#)
- [Housing Production Plan](#)
- [Open Space & Recreation Plan](#)
- [Hazard Mitigation Plan](#)
- [ADA Evaluation and Transition Plan](#)
- [Livable Sudbury](#)

Finances

The Town of Sudbury is in a very stable financial condition. The Town's [FY23 operating and capital budgets](#) total approximately \$111 million and Sudbury has a AAA rating from Standard and Poor's. The Town allocates \$650,000 annually toward its OPEB liability. The FY22 tax rate is \$18.05 for residential properties and \$24.57 for commercial, industrial, and personal properties. Slightly over 85% of the Town's revenue comes from the tax levy, nearly 6% from state aid, and slightly over 4% from local receipts. New growth in FY22 was \$31.6 million.

The total assessed value of Sudbury properties in FY22 is nearly \$5.2 billion. Free cash for FY22 is certified at nearly \$6.6 million. The average single family tax bill in FY22 is \$14,395.

The next Town Manager should have solid financial acumen and the ability to help maintain Sudbury's healthy finances. The next Town Manager needs to be decisive and forward-thinking regarding finances and all aspects of municipal management. Experience with collective bargaining and procurement is preferred.

Education

Sudbury residents place a high value on education, and the Town's schools have a well-known tradition of excellence. Approximately 30% of Sudbury's population is under the age of 18. The Town of Sudbury's educational needs are serviced by two separate school systems (in addition some high school students from the community attend out of district vocational high schools). [Sudbury Public Schools](#) operates four elementary schools, serving students in grades PreK-5 and Curtis Middle School for students in grades 6-8. There are approximately 2,521 students in the PreK-8 program. The school budget for FY23 is approximately \$41.8 million, and there are about 500 employees.

[Lincoln-Sudbury Regional High School](#) educates most Sudbury students in grades 9-12. The Town of Sudbury shares this school with the contiguous town of Lincoln under a regional agreement. The school itself has approximately 1,520 students in the current academic year with nearly 90% coming from Sudbury. The school has a per-pupil expenditure of approximately \$23,000, and Sudbury contributes approximately \$27.8 million to its FY23 budget. The Lincoln-Sudbury Regional High School building was opened in 2004 and is well maintained. Although not currently a member of a vocational district, a small number of Sudbury's high school students choose to attend a regional technical high school, typically selecting [Assabet Valley Regional Technical High School](#) in Marlborough or [Minuteman Regional Vocational Technical High School](#) in Lexington, as space is available.

Economic and Community Development

Sudbury has experienced somewhat of a building boom over the past few years. Cold Brook Crossing, a 274-unit residential development off Route 117 with condominiums, apartments, and 55+ townhomes, began its permitting process in 2020. The apartments are now leasing for fall move-ins. The [Meadow Walk Sudbury](#) complex, which first broke ground about four years ago on 50 acres off Route 20 that was once home to defense contractor Raytheon, consists of a 75,000-square-foot village retail center of approximately 15 stores and restaurants anchored by a Whole Foods Market grocery store, a 250-unit luxury apartment community, a 60-unit active-adult condominium community, and a 48-unit assisted living community. The Coolidge at Sudbury, a 55+ community with 110 units, was completed in 2020. Sudbury currently exceeds the Massachusetts mandate that at least 10% of its housing stock be affordable to



middle- and lower-income households and aims to retain that status at least through 2030 or beyond.

According to U.S. Census estimates for 2021, Sudbury's racial makeup is approximately 81.9% White, 10.8% Asian, 3.7% two or more races, 2.5% Hispanic or Latino, 1.1% Black or African American, and 0.1% Native Hawaiian and Other Pacific Islander. More demographic information can be found via the [U.S. Census](#) and [ClearGov](#).

The Town remains interested in pursuing thoughtful economic development that will align with the community's values and respects the historic character of Sudbury. The Town of Sudbury benefits from its close proximity to Boston, which is the economic engine of Massachusetts. Sudbury residents have access to I-90 (Mass. Pike) and Routes 95/128 and 495. Since this is not direct access, there can be traffic congestion in some areas of town. Logan International Airport is located a short distance away in Boston. There is also nearby commuter train access to Boston in contiguous towns. The [Sudbury Water District](#) is an independent municipal entity and distinct from the Town of Sudbury.

Sudbury recently updated its [Master Plan](#), which details various initiatives to be undertaken in the future to enhance the community. The Town's most recent [Hazard Mitigation Plan](#) was approved in 2020. Sudbury has approved a Complete Streets Policy in which, whenever possible and with consideration of roadway character, roadways are planned, designed, and constructed to meet the needs of all travel modes and people of all abilities. Sudbury has a comprehensive ADA Transition Plan that includes prioritized accessibility improvements needed and corrective action recommendations. These are just a few of the studies and policy adoptions undertaken by the Town which are aimed to improve the Town's quality of life. A list of these is noted above.

Open Space, Recreation, and Climate Resiliency

Conservation of open space and natural resources is a priority for residents, for passive and active recreation use and for environmental preservation purposes. For example, the Town purchased the 46-acre Liberty Ledge/[Camp Sewataro](#) land for \$11.3 million and is working to determine its best use; and, in 2018, acquired Broadacres Farm, a 34-acre horse farm adjacent to existing Town-owned properties, for \$5.5 million as well as the 1.4-mile CSX rail corridor to expand the regional Bruce Freeman Rail Trail (BFRT) system.



Sudbury is home to portions of [Great Meadows National Wildlife Refuge](#) and [Assabet River National Wildlife Refuge](#). The thousands of acres of open space provide opportunities for hiking, fishing, kayaking, wildlife viewing, photography, cross-country skiing, and bird watching. Funding for both a new Open Space Plan and an Athletic Fields Needs Assessment was approved by Town Meeting in May 2022. The 2009-2013 [Open Space and Recreation Plan](#) can be viewed on the Town's website.

Sudbury also has a wealth of park spaces and playing fields for such activities as soccer, baseball, and lacrosse. The Sudbury Park and Recreation Department offers a wide variety of programs for youths and adults. The Town also has a community pool located at the Fairbank Community Center.

Sudbury recognizes that climate change impacts community health, local natural resources, and infrastructure and is diligently working to mitigate the impacts and to enhance its climate resiliency. In May 2022, Town Meeting passed a Climate Emergency Declaration which, among other items, calls for community-wide greenhouse gas emissions reductions as soon as possible and for the hiring of a Sustainability Director. Sudbury held a [Climate Change and Sustainability Town Forum](#) in July 2022.

Recent and Ongoing Projects

- The [Fairbank Community Center](#) broke ground in August on a \$28.8 million renovation and expansion project which will help usher in a new era and new generation of services and support for Parks & Recreation, the Senior Center, and school administration.
- Sudbury's portion (4.4 miles) of the [Bruce Freeman Rail Trail](#) is slated to break ground soon, which will add a regional amenity and increase the quality of life in town. More than \$12 million in state and federal funds are committed to the project.
- Additional funding for the renovation/construction of Fire Station 2 on Route 20 was approved at Town Meeting in May 2022, bringing the total cost to approximately \$5.25 million.
- A new Master Plan was created in 2021, mapping out various initiatives to be undertaken to enhance the community in coming years.
- A Comprehensive Wastewater Management Plan is now being developed. There is a focus on Route 20 which could allow for more economic development opportunities there.
- In May 2022, Town Meeting approved funding for a new town-wide Open Space Plan and a town-wide Athletic Fields Needs Assessment.
- The Mass Central Rail Trail project is moving forward, and work must be closely monitored by the Town.
- Work to determine a long-term strategy for the use and operation of the Liberty Ledge/Sewataro property is ongoing.
- Conducting a space needs assessment may be considered within the next few years.
- Town Hall needs renovations and is a project to be considered in future years.
- A town-wide ADA Accessibility Evaluation was recently completed, and a transition plan needs to be implemented.
- Financial policies were recently updated and approved.
- Short-term and long-term capital plans and a capital maintenance plan need further development.
- A planning consultant is currently assisting in the creation of a town-wide Historic Preservation Plan.





The Ideal Candidate

- Advanced degree, preferably in a field related to public or business administration, law, or a related field.
- Three to five years of experience as a Town Manager or Assistant Town Manager or five-plus years equivalent experience and solid background in municipal operations and law with a preference for Massachusetts knowledge.
- Skilled in project management, economic and community development, communications, and personnel management.
- Demonstrated expertise in municipal financial management, budgeting, short- and long-term capital planning, and procurement.
- Superior and demonstrable leadership skills.
- Ability to prioritize and to effectively communicate those priorities.
- Skilled at working with boards and committees.
- Visionary; strategic; collaborative; diplomatic.
- Creates a welcoming and inclusive environment.
- Concerned about environmental sustainability and climate change.
- Data-driven decision making; analytical.
- Understands the necessary balance between open space and economic development.
- Recognizes historic nature of the community.
- Ability to build trust, respect, and work apolitically with local residents and groups.
- Ability to build relationships with the business community.
- Able to build and maintain morale.

How To Apply

Send cover letter and résumé via email, in a single PDF, by October 7, 2022, 3:00 p.m. EST to:

Apply@communityparadigm.com

**Subject: Sudbury
Town Manager**

Questions regarding the position should be directed to:

Bernard Lynch, Principal
Community Paradigm Associates
Blynch@communityparadigm.com
978-621-6733

The Town of Sudbury, Mass., is an Affirmative Action/Equal Opportunity Employer.



September 7, 2022

Mr. Charles Russo, Chair
Sudbury Select Board
278 Old Sudbury Road
Sudbury, MA 01776

Mr. Russo:

The purpose of this letter is to follow-up on the discussion at the August 30th Select Board meeting regarding options for screening the pool of applicants to provide the Board with 3-4 qualified finalists from which to select a new Town Manager. Such a process is necessary as the Board cannot review all the applicants without making such materials a public record thereby impacting the confidentiality of potential applicants which would impact the size and likely the quality of the pool. Additionally, a screening process is beneficial in streamlining the selection process by focusing the Board's work and attention to considering the most qualified candidates.

One option that communities have used is having Community Paradigm conduct the screening by engaging a professional panel that would consist of individuals that have worked in or interacted with municipal government. In this method, we would review the applicants, narrow the field to 6-8 individuals that would be interviewed by the panel. The Panel would then conduct interviews and by consensus identify the 3-4 candidates that they believe would successfully meet the needs and requirements of the Town.

A second option that we have used in a Town Manager selection process is a Town appointed committee of 5-7 citizens and/or town officials to narrow the field to a required 3-4 finalists for presentation to the Board. Depending upon the Board's wishes, we could present the entire pool of applicants to the Committee and assist them with their review in order to narrow the field to 6-8 candidates or, as we have done in some communities, we can narrow the pool to our 6-8 recommended candidates and then have the Committee identify the 3-4 finalists that will be presented to the Board. In either option, we would recommend that we lead the interview process by leading the questioning and facilitating dialogue with the candidates and the committee members. We would work with the committee members in establishing the interview process and the substance of questions as we find that this approach is most effective in focusing the interviews.

We will be happy to discuss these options in greater detail at your meeting on September 13th. In the meantime, we are happy to discuss any questions or ideas that members may have.

Sincerely,



Bernard Lynch

Principal



MISCELLANEOUS (UNTIMED)

3: Sudbury Transportation Committee Update

REQUESTOR SECTION

Date of request:

Requestor: Member Carty

Formal Title: Sudbury Transportation Committee Update

Recommendations/Suggested Motion/Vote:

Background Information:
updated slides provided by Dan Carty 9/12

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

09/13/2022 7:00 PM

SELECT BOARD SCENARIOS

Prepared by the Sudbury Transportation Committee

Introduction

On 19 October 2021, the Sudbury Transportation Committee presented an update of transportation services to the Select Board. This included a summary of initiatives to date, provided background on transportation in the town and MAGIC region, and concluded with questions about sustaining services beyond current *ad hoc* funding opportunities (e.g., MAPC emergency taxi grant program).

In response, the Select Board requested that the committee provide a business plan for sustainability, to be reviewed in the context of 2023 budget cycle.

We want to make clear that the GoSudbury! programs were designed as pilot initiatives. They are heavily subsidized in order to provide maximum data on as many transportation variables as possible for the most needy riders (e.g., destinations, heavily traveled routes, times of requests). Uber program copays are based primarily on CoA fees that, in turn, are subsidized by the MetroWest Regional Transit Authority (MWRTA). The taxi program, because of the funding agency's (MAPC) goal, is entirely free to riders. The Metropolitan Area Planning Council and MassDevelopment awards require 95% of their total to support taxi, hackney, and livery companies, with no funds going to TNCs.

We understand that rider fees will not support the cost of transportation and that additional funding will be necessary. Thus, the Transportation Committee has already undertaken a number of steps to prepare for the imposition of rider fees, although subsidies will always be available for residents with financial limitations. These steps include:

- Informing all program registrants that fees will be increased (and, in the case of taxis, levied) in the future.
- Designing a brief survey to ascertain the price elasticity of demand, under several fee scenarios based on distance from Sudbury.
- Examining fee structures used in area communities (Weston, Newton, Lexington, etc.) and, where available, what proportion of total costs they cover.
- Assessing contribution from fees to Sudbury transportation options, based on several demand assumptions (reduced, same, increased) and fee structures, in order to identify likely overall costs to the Town and the size of the gap to be covered by outside funding.

Purpose

The purpose of this document is to describe three scenarios based on different measures of ride volume and cost, acknowledging the uncertainty of co-payment impacts:

Sapienza, DBA; 3.21.22

1. LOW: e.g., continuing with current (or reduced) services;
2. MEDIUM: e.g., modest expansion of services (additional target riders, additional destinations); and
3. HIGH: e.g., expanding transportation to meet needs identified by the Livable Sudbury research.

Each scenario includes assumptions relevant to the above measures. However, certain assumptions apply to all scenarios. These include:

- The overarching goal is *mobility as a service*—this means primary emphasis on *coverage* (including social goals, such as equity and environmental stewardship) rather than *patronage* (only numerical size of ridership). Affordable, reliable, accessible options will be a hallmark. To ensure equity, subareas with special needs (e.g., food deserts, employment and shift constraints, etc.) will receive priority.¹
- Service coverage by a transit authority is economically infeasible. Partnering with these authorities and supplementing with microtransit, as well as regionalizing Council on Aging vehicles, should be part of service design.
- Strong and continuous marketing is required, as is continuous quality improvement processes.
- Although all scenarios should include smartphone app(s), some concierge service must be part of the system, for residents unable to use smartphone/app.
- All scenarios must address environmental concerns, including increase in electric vehicles and *reduction of single-occupancy vehicles (SOV)*.² Of course, providing multi-passenger service is contingent on the pandemic situation.

The scenarios are described below. Attachments provide background material and additional detail.

Scenario 1 (Low Volume/Cost): Do Nothing, Low Option 1, Low Option 2

Assumptions specific to Scenario 1 are the following:

- Elimination of the GoSudbury! programs (*do nothing*) will result in hardships for residents who have relied on them for transportation to medical care and work. Elimination will also increase the likelihood of social isolation for residents who cannot drive or who do not have access to cars (or individuals to drive them).
- Low options 1 and 2 presume no change in number of riders, types of destinations, and pricing of contracted services; however, adding fees, capping services, and/or increasing co-payments will alter the use of services.
- Existing Town staff and Transportation Committee volunteers will be able and willing to oversee and manage the services.

Sapienza, DBA; 3.21.22

Do Nothing. With a do-nothing approach, it is reasonable to expect that the GoSudbury! Taxi and Uber programs would be discontinued. Keeping skeleton versions may be possible with various grants, but as such would be subject to stopping with little to no notice. Any services provided would have to be managed by Transportation Committee volunteer and staff time, assuming Transportation Committee is extended by the Select Board beyond its current sunset date (Spring 2022).

Transportation options would include only Sudbury Connection Vans and the MWRTA Dial-a-Ride, limited to those aged 60+ or 18+ with a disability verified by a doctor's note. Services provided are summarized below.

Service	Sudbury Connection Van	MWRTA Dial-a-Ride = MWRide
Service Summary	<ul style="list-style-type: none"> · Door to door rides · Weekdays, 8:30 AM to 4:00 PM · Wheelchair accessible 	<ul style="list-style-type: none"> · Door to door rides · T & TH 4:00 PM to 6:30 PM · Wheelchair accessible · MWRTA is MetroWest Regional Transit Authority
Where do rides go?	· Local & 4 nearby towns: Concord, Wayland, Framingham, Marlborough	Local, Marlborough, Wayland, Framingham, Natick, Southborough, Ashland, Hopkinton, Holliston
How much is the fare?	<ul style="list-style-type: none"> · \$ 1 in town, one-way ride · \$ 2 out of town, one-way ride · Personal Care Assistant (PCA) free <p>No cash: set up account with MWRTA (<i>see Other Notes, below</i>)</p>	<ul style="list-style-type: none"> · \$ 2 out of town, one-way ride · Personal Care Assistant (PCA) free · No cash: set up account with MWRTA (<i>see Other Notes, below</i>)
What purposes for rides?	<ul style="list-style-type: none"> · Medical/dental appointments · Grocery shopping · Pharmacy/errands · Social/community events 	<ul style="list-style-type: none"> · Medical/dental appointments · Grocery shopping · Pharmacy & errands · Social/community events
Who is eligible?	<ul style="list-style-type: none"> · Sudbury resident · 60+ years · 18+ with disability verified by doctor's note 	<ul style="list-style-type: none"> · Sudbury resident · 60+ years · 18+ with disability verified by doctor's note
Reservation necessary?	Reservations must be made at least 48 business hours in advance of the ride	Reservations must be made at least 48 business hours in advance of the ride

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Low Option 1: \$50,000/yr. A low-cost option funded at \$50,000/yr would likely yield significantly limited Taxi and Uber services. Between May through December 2021, the average taxi ride cost was \$68. During 7 months of taxi usage (after one month of startup), the two companies provided an average of 69 rides/month. Annualized, this results in 828 rides at \$68/ride or \$56,304 (assuming no copay). Between February and December 2021, Uber average ride cost was \$18. During 7 months of Uber usage after an earlier beta test, the company provided an average of 153 rides/month. Annualized, this results in 1,836 rides at \$18/ride or \$33,048 cost (assuming no change in rider co-pays). Total cost under these assumptions—no change in number of riders or in copayments where applicable—would be \$89,352.

Hence, at \$50,000/yr funding under the above assumption, the current service would have to be reduced by a little more than half. However, limitations on riders could extend the service. These include capping the numbers of Uber and Taxi rides users could take per month, increasing co-pays for Uber and levying copays for the taxi, or imposing both. Note that providing partially subsidized Uber services without offering at least JFK taxi transport is not an option under ADA, because Uber does not provide wheelchair accessible vehicles.

Like the prior do-nothing option, existing Town staff and Transportation Committee volunteers would be relied on to sustain the program as they do currently.

This option is independent of the Sudbury Connection Van and MWRTA Dial-A-Ride services, as they are funded by the regional transit authority.

Low Option 2: \$100,000/yr. Given the extrapolation above, the current service level **might** be possible for \$100,000/yr under the same assumptions. However, it would still be prudent to cap rides and/or increase/levy co-pays to ensure funds do not run out before the year is over. Again, no new dedicated staff would be available to manage this scenario beyond existing Town staff and Transportation Committee volunteers.

This option is also independent of the Sudbury Connection Van and MWRTA Dial-A-Ride services for the same reason.

Scenario 2 (Medium Volume/Cost)

Assumptions specific to Scenario 2 are the following:

- Eligible participants in the Go Sudbury! Program will still be restricted to the following categories:
 - 50 years of age or older
 - 18 years of age or older with a disability that limits driving
 - Active duty military or veteran
 - Resident with financial need
 - Essential worker requiring transportation for work.

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- Expanding the purposes for which Program transportation can be used and keeping fares the same (free taxi, heavily subsidized Uber) will have a modest impact on service volume.
- Under Option 1, existing Town staff and Transportation Committee volunteers will be able and willing to oversee and manage the expanded services.
- Under Option 2, ARPA funds are allocated to a part-time staff person, and that is sufficient to oversee and manage expanded services.

Medium Option 1: \$138,000. This option expands the purposes of rides for the above residents but keeps co-pays the same for Uber and free fare for taxis (see table below):

Service	Taxi Rides Current	Uber Rides Current	Taxi Rides Proposed	Uber Rides Proposed
Service Summary	<ul style="list-style-type: none"> • Door to door rides • Sunday to Thursday, 5:00 AM to 1:00 AM; Friday and Saturday 5:00 AM to 2:00 AM • Wheelchair accessible, but limited Monday to Friday to early mornings and afternoons 	<ul style="list-style-type: none"> • Door to door rides • 24 hours a day/7 days a week (subject to driver availability) 	<ul style="list-style-type: none"> • Door to door rides • Sunday to Thursday, 5:00 AM to 1:00 AM; Friday and Saturday 5:00 AM to 2:00 AM • Wheelchair accessible, but limited Monday to Friday to early mornings and afternoons 	<ul style="list-style-type: none"> • Door to door rides • 24 hours a day/7 days a week (subject to driver availability)
Where do rides go?	<ul style="list-style-type: none"> • Within Sudbury and up to 25 miles outside of Sudbury • All rides must begin or end in Sudbury • No access to Logan Airport 	<ul style="list-style-type: none"> • Within Sudbury and up to 25 miles outside of Sudbury • All rides must begin or end in Sudbury • No access to Logan Airport 	<ul style="list-style-type: none"> • Within Sudbury and up to 25 miles outside of Sudbury • All rides must begin or end in Sudbury • No access to Logan Airport 	<ul style="list-style-type: none"> • Within Sudbury and up to 25 miles outside of Sudbury • All rides must begin or end in Sudbury • No access to Logan Airport
How much is the fare?	<ul style="list-style-type: none"> • Free (currently as part of grant stipulation) 	<ul style="list-style-type: none"> • \$ 1 within Sudbury • \$ 2 to/from neighboring towns • \$ 10 to/from location up to 25 miles outside Sudbury 	<ul style="list-style-type: none"> • Free (currently as part of grant stipulation) • Co-pays are likely to be added 	<ul style="list-style-type: none"> • \$ 1 within Sudbury • \$ 2 to/from neighboring towns • \$ 10 to/from location up to 25 miles outside Sudbury

What purposes for rides?	<ul style="list-style-type: none"> • Non-urgent healthcare appointments only 	<ul style="list-style-type: none"> • Non-urgent healthcare appointments • Work • Shopping • Get to community resources 	<ul style="list-style-type: none"> • Non-urgent healthcare appointments • Work • Shopping • Get to community resources 	<ul style="list-style-type: none"> • Any purpose
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Within the last 12 months, the Go Sudbury! Program expended over \$78,000 providing taxi and Uber rides. This amount includes a pause on taxi rides in March and April of 2021, and only 10 months of Uber rides since that portion of the program got underway. Over the last six months, the program has expended over \$45,000 with an average of \$7,569 in expenditures each month. This is a more accurate reflection of the per month charges for the Go Sudbury! Program in its current state, which extrapolates to almost \$91,000 in expenditures for rides over a 12-month period. On top of this, the yearly fee for dispatching taxi rides by CrossTown Connect is \$4,950. This brings the approximate total yearly cost to operate the Go Sudbury! Program at its current service level to \$96,000.

In the proposed increased service level, options for taxi rides would expand from only non-urgent healthcare appointments to allowing work, shopping, and community resource trips as well. Additionally, the types of permissible Uber rides would be expanded to allow rides for any purpose to eligible Go Sudbury! Program participants.

This proposed broadening of permissible types of taxi and Uber rides will likely increase the number of overall rides by at least 33% due to the following. First, by broadening the permissible types of Uber rides, there will be instances where program participants will take rides for purposes beyond minimal services. This might include rides to educational classes for themselves or family members, child care drop off/pickup, or even an occasional recreational activity. Second, pickup times for taxi rides can be scheduled in advance, while Uber rides (“on-demand”) cannot. As such, program participants may find taxi service easier to coordinate with their schedules. By expanding the types of permissible taxi rides, the fact that taxi rides are completely free of charge under the Go Sudbury! Program, and the probability that participants who may have been taking other forms of transportation to some of these destinations would now use a taxi ride instead, the number of taxi rides would increase an estimated 33% under this proposed scenario. Estimated total annual cost for rides would be \$127,680.

No new dedicated staff would be added to manage this option; however, due to the increased number of rides, this would likely raise the CrossTown Connect dispatching fee one level which would cost an additional \$5,000 per year (approximately \$10,000 in total). Existing Town staff and Transportation Committee volunteers might be able to sustain other aspects of the program as they do currently for a lower volume.

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Based on the above assumption—*only* a 33% increase in ride volume and no increase in staff to manage the programs—the cost per year of this increased level of service would be \$138,000.

This proposed scenario is independent of the Sudbury Connection Van and MWRTA Dial-A-Ride services, as they are managed outside of the Go Sudbury! Taxi and Uber Rides programs.

Medium Option 2: \$188,000

Medium Option 2 assumes one year of ARPA funding (\$50,000) for a part-time Transportation Coordinator, in addition to the cost of expanded services identified in Medium Option 1 (\$138,000).

One segment of the October 2021 presentation by the Transportation Committee to the Select Board described transportation responsibilities. As discussed above, these are currently handled by several Town staff as well as volunteers on the Transportation Committee, with the addition of a paid dispatch service for taxis provided by TransAction Associates (available to Sudbury as member of the TMA, CrossTown Connect). Attachment 3 provides some of these examples.

Given any increase in transportation services, additional part-time staff will be required. Most of the area municipalities with which Sudbury might be compared employ such staff. Thus, in November 2021, the Transportation Committee requested \$150,000 in ARPA funds for transition support of a part-time Transportation Coordinator for 3 years: “A point person to oversee transportation services, and to identify, apply for and manage grant funds to expand services. This person would also be Sudbury’s representative to regional meetings on transportation.” Full details can be found in the formal ARPA request letter to the Town Manager.

Scenario 3 (High Volume/Cost): Addressing Livable Sudbury Needs

Scenario 3 addresses three priority needs from the Livable Sudbury report. Attachment 1 provides background on the Livable Sudbury research, and Attachment 2 shows results of a question about transportation from the research. The priority needs are as follows:

- (1) Special populations (seniors, people with disabilities, veterans, financially vulnerable): reliable, efficient, and attractive on-demand, door-to-door service both within Sudbury and to specific destinations, with subsidies for those meeting affordability criteria;
- (2) Commuters: reduction in single-occupancy vehicle traffic in and through Sudbury by means of reliable, efficient, and attractive multi-passenger commuter connections to public transit links;
- (3) All residents (including children/youth, age TBD): reliable, efficient, and attractive multi-passenger options within Sudbury, to specific destinations, including evenings and weekends.

In addition to assumptions relevant to all scenarios, the following are particular to Scenario 3.

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- **Scale.** Given the comparatively small size of Sudbury, provision of transportation services that are affordable implies scale economies achieved by (a) collaboration of multiple towns, (b) regionalization of some common services (e.g., CoA vans), and (c) software appropriate to the desired system (reliable, efficient, attractive). Fortunately, examples of these are readily available.
- **Multiple service providers.** Meeting the three priority needs described above will entail state (e.g., MBTA), regional transit authorities, transportation management, and microtransit providers. From an environmental perspective, partnerships with bike- and car-share companies (as well as incentives for pooled trips and electric vehicles³) should also be considered.
- **Smart applications for riders and providers.** The more complex a system, the greater the efficiencies gained by decentralized software allowing real-time coordination among providers and riders. Again, examples are readily available.
- **Sustainability.** Even with scale economies, rider fees will fund only a small portion of the cost of the desired system. Funds from collaborating towns, transit authorities, and grants, along with intelligent negotiation of rates with microtransit providers, and rider co-pays/fares must sustain the system. Examples are readily available.

Elements of System Design

Caveat: Because of the scale and inherent complexity of this scenario, the total cost is likely to be around \$1M per year. The table below shows estimated cost for each participating community on a population pro rata basis:

<i>Town</i>	<i>Population Est.</i>	<i>Percentage Total</i>	<i>Pro Rata Cost</i>
<i>Sudbury</i>	<i>19,000</i>	<i>22%</i>	<i>\$220,000</i>
<i>Acton</i>	<i>24,000</i>	<i>28%</i>	<i>\$280,000</i>
<i>Concord</i>	<i>18,500</i>	<i>21%</i>	<i>\$210,000</i>
<i>Lincoln</i>	<i>7,000</i>	<i>8%</i>	<i>\$80,000</i>
<i>Maynard</i>	<i>11,000</i>	<i>13%</i>	<i>\$130,000</i>
<i>Stow</i>	<i>7,200</i>	<i>8%</i>	<i>\$80,000</i>
	<i>86,700</i>	<i>100%</i>	<i>\$1,000,000</i>

Note that the likely cost of this option for Sudbury is only about \$30,000 more than Medium Option 2. The reason for the small increment is, of course, economies of scale: multiple towns serve as a more powerful buyer; involvement of regional transit authorities provides additional services at minimal cost; and centralized management (possibly through the vendor contracted to supply microtransit services) relieves financial pressure on participating municipalities.

The total of \$1M is based on Newton's recent annual operating cost. A brief summary of the evolution of Newton's transportation system is provided later in this discussion, because it is the

Sapienza, DBA; 3.21.22

basis for the Committee's proposal here. In addition, planning and system design for this scenario will require professional consultant input.

Currently, in the Making the Connections initiative, five towns in the MAGIC region are collaborating: Sudbury (lead), Acton, Concord, Maynard, and Stow. If we add Lincoln to this group, we have a total population of about 85,000 people (Newton's is 89,000), as well as:

- Four commuter rail stations (Fitchburg line to North Station) in three towns (Acton, Concord [two], and Lincoln) and close proximity of Sudbury to the Framingham-Worcester to South Station rail. Stow is about the same distance to Acton and Framingham commuter rail stations.
- The CrossTown Connect shuttle system for Maynard and Acton (vehicles are CoA vans), with service to South Acton commuter rail.
- The MWRTA bus service in Wellesley and Newton, providing connections to the MBTA. Connecting transit to that service is possible from Marlborough and Framingham.
- Potential for regionalizing all CoA vans in the collaboration.

Challenges, of course, are the rural nature of these communities and the very large geographic area they represent—about six times the size of Newton for about the same population.⁴ For this reason, the following types of transportation will be required: public transportation (including regional transit authority and Council on Aging vehicles) and private microtransit in the form of taxis, livery, TNCs, and firms providing vehicles, such as Via.⁵

Types of routing in a system such as this could involve:

- *Spoke to hub* (pick up at residences and drop off at transit authority hub for further service; e.g., to bike share, car share, commuter rail)
- *Shuttle* (from designated parking lots to specific destinations, including work sites as well as transit hubs)
- *Predictable on-demand* (non-commute multi-passenger service to shared destinations, such as library, bank, etc.)
- *Loop* (similar to shuttle; short, fixed route, multi-passenger vehicles traveling high-use corridors)
- *Unexpected on-demand* (for single-passenger service to meet unexpected needs that cannot be provided by the above).

For a scenario of this complexity, only the following matrix of potential sources and uses of funds is provided (estimated costs for each would be required, once a potential design is agreed upon):

Source of Funds	Examples	Use of Funds
Collaborating communities	Sudbury, Stow, Maynard, Acton, Concord, Lincoln	Tax levy assigned to subsidies for resident transportation services
Regional Transit Authorities ⁶	MWRTA, LRTA, MART	Vehicles and drivers, operating costs, etc., for fixed route and “loop” services
State Transit Authority	MBTA	Public mass transit hubs (commuter rail, etc.) and paratransit within area (RIDE)
Transportation Management Association	CrossTown Connect	Regionalizing CoA vans for commute and other services
Federal grants	ARPA, US DOT, etc.	Transit authority support for above uses, including smart software
State grants	MPO, Community Transit, CCC, etc.	Community support (pilots, subsidies, etc.), including smart software
System software	Spare Labs, TransLoc, Uber, etc.	Route optimizing and rider matching system software (app based)
Demonstration grant agencies	RW Johnson, Ford, etc.	Targeted transportation pilots (health care, reducing social isolation, developing workforce, smartphone education, etc.)
Rider co-pays	Geofence co-pays within and beyond communities; targeted destinations, etc.	Partial support for services
Donations, gift vouchers, etc.	Community residents	Partial support for individuals and/or services

Attachment 4 contains information on Marin County’s transportation services and illustrates the elements likely to be included in this scenario’s proposed design.⁷ Because it is relevant to the above proposal, Newton’s transportation system is summarized below:

Newton Example: *NewMo*

Newton’s current system has evolved in three stages:

Stage 1, 2010-2019. Initially, Newton provided subsidized taxi service for seniors, for medical, social, and shopping purposes. This averaged 25,000 trips/year:

Sapienza, DBA; 3.21.22

- Pre-COVID Trips 400+/week
- Shared trips 30%
- ETA 14 min
- On time 82%
- Phone booking 80%

Stage 2, 2019-2021 (*NewMo for seniors*). An RFP was announced in 2018 by Newton for a microtransit initiative serving senior residents. After reviewing the proposals, the city chose Via and announced the decision:⁸

...The city of 89,000 signed a three-year contract with New York transportation company Via, which provides four Mercedes-Benz Metris vans sporting the NewMo logo. The vans hold up to six passengers, and one vehicle is wheelchair accessible. The service runs on weekdays, 8 a.m. to 5 p.m., and from 9 a.m. to noon on weekends.

In this first year [2019], the city will pay Via \$489,000 to run the service, with \$350,000 coming from the city's senior services budget [70%], \$25,000 from a Community Compact grant, \$25,000 from a formula grant for councils on aging [10%] and the remainder from rider fares [\$89K, <20%]. Freedman [Director of Transportation Planning] has also applied for a community transit grant from the Massachusetts Department of Transportation.

Jayne Colino, Newton's senior services director, said that 40 percent of Newton's households now have a person over 60 years of age. The city's previous taxi-voucher system had suffered as the taxi industry struggled to compete against the ride-share companies, she said. 'We knew that we had to take a new approach because the traditional providers were not there in the way that we needed them to be,' Colino said.... Under a former taxi-voucher system, the city provided 25,000 trips a year. In NewMo's first three weeks, 401 seniors had signed up, with 804 trips made.

NewMo for seniors, as described above, provided subsidized (\$0.50-\$5 fare) services to select Newton and outside Newton locations.

Stage 3, Fall 2021 - present (*NewMo for everyone*). Based on their experience with NewMo for seniors, and aligned with their strategic plan for transportation, the city expanded to a sponsored ridesharing service for all residents. This service is smartphone-enabled, allowing riders to book rides "straight from your phone, get picked up in minutes, and travel anywhere in Newton without needing a car."

The most recent data for the above service (NewMo for seniors operates separately) are:

- Microtransit
- Service area –everywhere Newton+

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- 7 vehicles
- M-F 7:00 AM -6 PM
- \$2/trip
- Corner-to-corner
- High ridership ~ 175 trips per weekday
- Preschedule any medical appointment.

Since inception of this latest expansion, the following types of rides have been provided: 43% to/from jobs or school, 30% to/from transit, and 28% trips to school. More than one-third of riders are receiving public assistance. It should also be noted that Uber has been used as a safety-net provider.

Annualized costs and sources of funding for both programs, seniors, and all residents, are as follows:

- ~ \$980,000 annual operations fee
- \$58.11 per vehicle-service hour

FY 22 Funding Sources

- CTGP (MassDOT Community Transit Grant Program, senior service) ~\$125,000
- Workforce Transportation \$175,000
- MPO Community Connections \$240,000
- UMass @ Mt Ida \$60,000
- Dept of Senior Services \$275,000
- Developer.

More information is available on the city website: <https://www.newtonma.gov/government/seniors/transportation>

Attachment 1: The Livable Sudbury Needs Assessment

Transportation is the second of eight domains of community attributes that the World Health Organization characterized as vital to population health and quality of life: physical, social, economic, psychological, etc. During 2018, researchers from UMass Boston's John W. McCormack Graduate School of Policy and Global Studies conducted an assessment of the livability of Sudbury. The final report published in 2019 noted:

...In this study, transportation issues relating to driving barriers, traffic, walkability, and overall satisfaction with available transit options emerged as significant issues.... Expanding transportation options for specific segments of the community, such as supported options for those with mobility limitations, was also desirable.

Results from the research showed the following:

- **Transportation is identified as crucial by a wide range of stakeholders:**
 - Families with children under 18 years
 - Residents age 60+
 - Residents of all ages with a participation limitation
 - Residents of all ages who are not financially secure.
- **The range of specific transportation needs identified implies a variety of options to meet them**
 - After-school transportation for children and youth (fixed route, vans)
 - Transportation to medical appointments, social service appointments, respite opportunities such as adult day care, etc. (scheduled and on-demand)
 - Transportation to shopping, appointments, evening, and weekend services, meetings, and socialization opportunities (shuttles, vans, etc.)
 - Affordable transportation to employment venues, childcare facilities, commuter rail, MBTA routes, as well as services similar to the preceding.
- **A number of the transportation options must be both affordable and accessible**
 - 42% of residents with a participation limitation reported they “had missed, canceled, or rescheduled a medical appointment due to lack of transportation.”
 - More than a third of residents who are not financially secure are not satisfied with their “ability to get where they want to go.”
 - Nearly half of residents 60+ are not satisfied with their “ability to get where they want to go.”
- **Transportation gaps affect all livable domains, reducing the overall “livability” and long-term attractiveness of the town**
 - Lack of transportation limits *social participation*
 - Lack of transportation affects overall well-being (*domain of community and health services*)
 - Lack of transportation affects *housing* options and limits access to *outdoor spaces*

Sapienza, DBA; 3.21.22

- Lack of transportation limits *civic participation and employment*
- Lack of transportation can result in segments of the town population “not feeling welcomed” (*respect and social inclusion*).

Attachment 2: Details on Transportation From the Needs Assessment

Table 4. “Which of the following would you use for trips in Sudbury or surrounding communities, if they were available?”

Groups reporting lower interest	Type of transportation	Groups reporting higher interest
	Ride-sharing: 50%	Not financially secure (41%) With a participation limitation (32%)
Age 60+ (1%) With a participation limitation (11%)	Afterschool transportation: 35%	With children under 18 at home (61%)
With children under 18 at home (26%)	Fixed-route, fixed-schedule local bus: 31%	Not financially secure (43%) With a participation limitation (47%)
With children under 18 at home (18%)	On-demand local bus/van: 25%	Age 60+ (38%) Not financially secure (31%) With a participation limitation (63%)
	Taxi service: 20%	With a participation limitation (26%)
With children under 18 at home (6%)	Transportation to medical appointments: 14%	Age 60+ (33%) Not financially secure (33%) With a participation limitation (58%)

Attachment3.a: Select Board Scenarios 3.21.22 (5444 : Sudbury Transportation Committee Update)

Attachment 3: Examples of Transportation Staff Responsibilities

General Fundraising:

- Grant, foundation proposal writing
- Oversight of grants (tactical and financial performance)
- Relationships/communications with vendors, grant providers, other collaborating towns
- Data gathering and reporting on services provided

Coordination:

- Day to day work with participants in the program
- Technical assistance with registration, application, use of service (CrossTown Connect, taxi dispatch, Uber smartphone app)
- Education of users about all transportation options
- Referral to Tech help, volunteers
- Troubleshooting issues

Current Grant Responsibilities

- Regional meetings organized by Sudbury as lead of 6 towns
- Communication with other town leadership/planning
- Implementation of RFP for consultants, etc.
- Communication with Program Manager consulting firm
- Reporting to town and other entities on services provided
- Taxi company relations
- Creation of online application and database
- Management of online database
- Client relations and tech assistance
- Uber contract management
- Creation of online application and database
- Management of online database
- Client relations and tech assistance
- Uber user contact re: technical assistance, trouble shooting, access for visual or other impairment issues
- Education about transportation options

Attachment 4: Marin County, CA, Illustration

<https://www.tam.ca.gov/overview/>

“The Transportation Authority of Marin (TAM) plays a major role in improving the quality of life for Marin County residents and developing and maintaining the economic viability of our local region by funding transportation projects and programs that improve mobility, reduce congestion, and provide a transportation system with more options for those living, working, visiting and traveling in Marin County.

Thanks to Marin County voter support of transportation funding, we have two revenue sources that are dedicated to transportation projects and programs in Marin County. TAM administers the expenditure plans for Measure A, the ½ cent sales tax measure passed in 2004, renewed as Measure AA in 2018, and Measure B, the \$10 Vehicle Registration Fee passed in 2010. TAM also serves as Marin’s Congestion Management Agency and is responsible for coordinating funding for many of the transportation projects and programs in the County.

Marin Transit and TAM partner with Uber to launch integrated on-demand Connect2Transit Program: TAM, Marin Transit and Uber launched a new program, Connect2Transit, the next phase of TAM’s first/last mile program and the expansion of Marin Transit Connect, Marin Transit’s fully accessible, on-demand service. Beginning July 1, 2020, people in Marin County will have access to a range of new on-demand services. Uber users will now see shared ride transit options and will have access to vouchers for up-to \$5 off shared-ride trips to and from Sonoma Marin Area Rail Transit (SMART) stations in Marin County, major bus stops, and the Larkspur Ferry Terminal.

The program is designed to support transit ridership and encourage shared mobility options that reduce congestion and pollution. UberPool is an affordable option that matches passengers taking a similar route. The technology provides an effective, real-time way to encourage and enable carpooling for first and last-mile access to trips to and from Sonoma Marin Area Rail Transit (SMART) stations in Marin County, major bus stops, and the Larkspur Ferry Terminal.”

CONNECT2TRANSIT FAQs <https://connect2transit.com/faq>

“Simple! Just download the Uber app on your smartphone and use this voucher link. You’ll unlock discounts for shared rides to and from select high-ridership bus, rail, and ferry terminals in Marin County. Sign into your existing Uber account or download and create an Uber account.

You will be prompted to “Accept voucher.” After accepting the voucher, you will be able to enter a destination. If the trip is covered by the voucher, the discount will appear above the “confirm” button. In addition, when older adult riders or individuals with disabilities qualify for Marin Access services, they receive additional discounts on rides booked in the Uber app.

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What is Marin Connect? Marin Connect is an accessible, on-demand microtransit service provided by Marin Transit. Rides can be booked directly through the Uber app.

Marin Connect started its initial pilot service in 2018 and has continued to grow and change since. Previously, Marin Connect could only be found in the Marin Connect app. Now, Uber has partnered with Marin Transit to bring Marin Connect into the Uber app.

What types of rides are eligible with Marin Connect? Marin Connect is an accessible van ride, operated by Marin Transit and open to the general public. Riders can take Marin Connect rides for trips that start and end within the Marin Connect zone. All vans are accessible and can accommodate riders with mobility devices such as wheelchairs. Each van can also carry up to two bikes!

How can I book a ride on Marin Connect? As long as you are in the service area and requesting between 6:00 am to 7:00 pm (Monday - Friday), Marin Connect will be available in the carousel of options seen in addition to offerings from Uber. This service is available for all members of the public but offers additional discounts for older adults and those with disabilities that qualify for Marin Transit's Marin Access services. Rides booked in the Uber app for Marin Connect are completely on-demand; there is no prescheduling. Riders that cannot book in the app, can call (415) 454-0902 to speak to a Travel Navigator to learn about the program, register for Marin Access, or schedule a ride over the phone. Rides booked over the phone can be prescheduled and require cash payment on-board.

What will I see once I select Marin Connect? Once Marin Connect is selected, you will see a 5-minute countdown clock in order to look for other riders who may be traveling the same direction. You will receive confirmation once you are matched with a Marin Connect vehicle and driver. Please make sure notifications for the Uber app are enabled in the settings on your phone to receive updates.

Who operates the Marin Connect vehicles? Marin Connect services are provided by Marin Transit and operated under contract by Marin Senior Coordinating Council (Whistlestop Wheels). Operators are well trained and monitored by the local transit district. Vehicles used in operation are accessible, Ford Transit vans owned by Marin Transit and maintained by Whistlestop.

How much does a Marin Connect ride cost? A Marin Connect ride is priced based a per mile cost and the distance of the trip for the general public. For riders who are part of the Marin Access program, run by Marin Transit, rides cost \$3.00 per trip. Adding an additional rider to your trip costs another \$1.00. You can see the estimated price of your trip in the app before you request a pickup.

What vehicles are available with Marin Connect? All vehicles operated under the Marin Connect service are Ford Transit passenger vans. Each van can accommodate 5 passengers plus 1

Sapienza, DBA; 3.21.22

wheelchair and up to two bikes. Since vans look similar, colors are used to differentiate rides for pickups at high traffic locations. The app will tell you the color of the van after booking your ride.

How much of a discount is offered, and which rides are eligible for the discount? For eligible trips, riders pay the first \$4.00, and TAM covers the next \$5 on Marin Connect, UberPool, or Uber WAV trips. UberX service is eligible for discounts where UberPool is unavailable.

Are discounts available for riders with disabilities or older adults? Yes, riders who are eligible for [Marin Access](#) services receive a discounted fare (\$3.00) on all Marin Connect trips. To activate this discount or apply for Marin Access services, call a Marin Access Travel Navigator at (415) 454-0902.

Are monthly passes available? The initial launch of the program will not include a monthly pass option. Options are currently being explored to implement this at a later date.

Does my employer cover the cost of my trip? TAM has partnered with the County of Marin and Kaiser Permanente to provide additional discounts for employees who use transit to travel to work. For employees or employers who would like to set up a similar partnership, please [contact TAM](#).”

¹ Based on input from Metropolitan Area Planning Council (MAPC), 2.11.22.

² Boston Region Metropolitan Planning Organization noted: “There is a ... direct relationship between policies that manage parking supply and policies that manage vehicle trip generation [i.e., parking availability increases SOV use].” Other incentives may be necessary to increase use of pooled ride services.

³³ MAPC, 2.11.22.


⁴ Newton also has a larger industrial/retail tax base than the collaborating towns. However, partnerships are still possible from business, health care/social service, and educational organizations in the collaboration.

⁵ MAPC, 2.11.22.

⁶ These collaborating towns face a complex “transportation authority” challenge—there are at least three regional and one state transportation authorities that will need to collaborate as well. CrossTown Connect, a transportation management association, was established to facilitate cross-authority designs for regional transportation systems.

⁷ MAPC, 2.11.22..

⁸ <https://www.mma.org/newton-launches-on-demand-subsidized-ride-service-for-seniors/>




GoSudbury!

Transportation Programs

Update to Select Board, 13 September 2022

1



Agenda

- Review of last update (4/5/2022)
- Since last update
- Recommendation
- Stakeholder review
- Ties to Sudbury Master Plan
- Five year+ vision
- Conclusion / Next Steps

2

Review of last update (4/5/2022)

The Sudbury Transportation Committee was created by the Select Board to address a key feature of livable communities: transportation. A livable community is defined as

...one that is safe and secure, has affordable and appropriate housing and transportation options, and offers supportive community features and services. ... Well-designed, livable communities promote health and sustain economic growth, and they make for happier, healthier residents — of all ages.

<http://www.aarp.org/livable-communities/net-work-agefriendly-communities/info-2014/an-introduction.html>

3

Review of last update (4/5/2022)

- **Focus was on the GoSudbury! “what”**
- **Product of Livable Sudbury Assessment**
- **Request was for:**
 - Recommendation from high/medium/low options
 - Commitment level from other towns for regionalized approach
 - Picture of grants landscape
- **Today’s focus more on the “who”, “why”, “how” and “when”**

4

Since last update

- **Article 14 at TM2022 passed nearly unanimously**
- **# rides provided April 2022 – August 2022**
 - Uber: 1,159 (avg cost \$19)
 - Taxi: 370 (avg cost **\$76**)
- **Changes made to program**
 - Increased Uber co-pay modestly
 - # rides/month capped per user of Uber and taxi

5

Since last update

- **Engaged Annex Transit in effort to increase WAV (wheelchair accessible vehicles)**
- **Brand and logo established for nearly half of MAGIC region**
 - Sudbury, Acton, Bolton, Concord, Maynard, Stow
 - via Community Compact pilot: Making the Connections



6

Grant Landscape

- **Making The Connections**
 - Full report due to state EOY2022
- **MassDevelopment**
 - Regional application (4 towns)
 - Continuation of MAPC taxi grant
- **MPO technical assistance application**
 - Possibility for grant dollars as well
- **Sudbury Foundation**
 - Application sent March 2022, request was to resend in next funding round

7

Commitment Level of other towns

- **Strong appetite to proceed, but Sudbury has a three year “head start”**
- **Challenges:**
 - Home Rule
 - Sudbury “playbook” not easily transferable because of head start
 - Town staffing capacity
- **Accomplishments**
 - Brand and logo accepted across towns (GOTown)
 - Consultant-run multi-town survey shows needs
 - Staff of multiple towns actively participate in bimonthly meetings
 - Sudbury example widely acknowledged (MAPC focus group, MPO proposal, MassDOT connections, etc.)

8

Recommendation

- **Scenario 3 – regionalized option**
- **Ramp up of 5+ years**
- **Continue with GoSudbury! current level of service and augment**
- **Proof of concept initiatives, medium & long-term initiatives**
- **Transition to program features as warranted**

9

Stakeholder Review (the “who” for Sudbury)

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    graph TD
      A((PERSON NEEDING RIDE)) --> B((GO SUDBURY!))
      B --> C((PROVIDERS OF RIDE SERVICES))
      C --> A
      D((ORGANIZATIONS WITH FUNDS AND TECHNICAL ASSISTANCE)) --> B
      E((LEGISLATORS)) --> B
      F((SUDBURY VOTERS AND TAXPAYERS)) --> B
      G((SUDBURY DEPARTMENTS AND COMMITTEES)) --> B
      H((NEIGHBORING TOWNS IN REGION)) --> B
  
```

10

Ties to Sudbury Master Plan (the “why”)

- **Master Plan Action Matrix**
<https://sudbury.ma.us/planning/wp-content/uploads/sites/328/2021/10/Action-Plan.pdf?version=bb570f61cd5a9e6ca4ffa9cbe705a6e9>
- **Direct ties to multiple action items (and indirect to many more)**
 - ROUTE 20 CORRIDOR **A7, B1, B4**
 - TRANSPORTATION AND CONNECTIVITY **A2, A3, E1, E4, E5, E6**
 - TOWN FACILITIES SERVICES, INFRASTRUCTURE **A1, D5**
 - RESILIENCY **C3**
 - PUBLIC HEALTH AND SOCIAL WELL BEING **D1, D2**

11

Five Year+ Vision (the “how” and “when”)

Type of Initiative	FY22-3	FY23-4
Services Provided	GoSudbury! Uber and Taxi (current)	GoSudbury! Connecting (to RTA/MBTA)
Proof of concept	<ul style="list-style-type: none"> • In-town short fixed routes • Destination fixed routes • Microtransit spoke-to-(few) hubs 	<ul style="list-style-type: none"> • In-town short fixed routes • Destination fixed routes • In-town fixed routes to RTA connections • Microtransit spoke-to-(multiple) hubs
Medium-term		<ul style="list-style-type: none"> • Incorporation of (few) employer transit partners • Incorporation of (few) social service org. partners
Long-term		<ul style="list-style-type: none"> • In-town and destination fixed routes to RTA, MBTA, commuter rail connections • Microtransit spoke-to-fixed route hubs to RTA, MBTA, commuter rail connections
Resource's req'd for Sudbury	n/a	Level funding from FY23; \$100,000
Engage with:	Planning Board/Dept-Master Plan MWRTA - CatchConnect? Partner towns	DEI, Energy (MPO "Destination 2040 Vision, Goals, and Objectives"), partner towns
Help Needed (e.g. legislators)	MPO/CTPS Tech Assistance (feedback due Oct 1)	State MPO / State DOT Select Board / Town Manager State Legislators
Challenges	Sudbury "head start" over other towns, CTC role, municipal home rule issues, MWRTA change in leadership, cross-RTA travel, town staffing challenges	Municipal home rule issues, RTA collaboration, town staffing challenges

12

Five Year+ Vision (the “how” and “when”)

Type of Initiative	FY24-5	FY25-6
Services Provided	GoSudbury! Connecting (to RTA/MBTA)	GoMAGIC! (similar services with regionalization across MAGIC Communities)
Proof of concept	<ul style="list-style-type: none"> • Throughtown fixed routes • Throughtown microtransit spoke-to-hubs • Workforce development routes (transit for employees) 	<ul style="list-style-type: none"> • Throughtowns fixed routes • Throughtowns microtransit spoke-to-hubs • Workforce development routes include day (child, adult) care
Medium-term	<ul style="list-style-type: none"> • Incorporation of (multiple) employer transit partners • Incorporation of (multiple) social service org. partners 	<ul style="list-style-type: none"> • Transportation system infrastructure determined
Long-term	<ul style="list-style-type: none"> • Regional workforce development transportation system ID'd • Multiple employer/social service org. incorporated in system planning, design 	<ul style="list-style-type: none"> • Regional workforce development transportation system designed, planned, spec'd • Multiple employer/social service org. partner with transit providers
Resource's req'd for Sudbury	\$150,000 (FY23 NPV) + Addition of part time staff	\$175,000 (FY23 NPV) + Additional services
Engage with:	RTAs, Commercial/Healthcare partners, partner towns	RTAs, Commercial/Healthcare partners
Help Needed (e.g. legislators)	State MPO / State DOT Select Board State Legislators	State DOT Federal (FTA)
Challenges	Municipal home rule issues, partner town staffing challenges	

Five Year+ Vision (the “how” and “when”)

Type of Initiative	FY26-7 and beyond	
Services Provided	GoMAGIC! (similar services with regionalization across MAGIC Communities)	
Proof of concept	<ul style="list-style-type: none"> • Regional fixed routes • Regional micro-transit spoke-to-hubs • Workforce development routes include day (child, adult) care, education, training, etc. 	
Medium-term	<ul style="list-style-type: none"> • Transportation system infrastructure designed, planned, spec'd 	
Long-term	<ul style="list-style-type: none"> • Portions of region pilot system and follow plan, do, study, act (CQI process) 	
Resource's req'd for Sudbury	\$220,000 (FY23 NPV) + Additional services	
Engage with:	TBD	
Help Needed (e.g. legislators)	State DOT Federal (FTA)	
Challenges	TBD	

Conclusion / Next Steps

- Request level funding for FY23/24 i.e. \$100,000
- Feedback from Select Board to Transportation Committee to proceed and attempt to grow program (?)

15

Appendix

16

Stakeholder Review (more who's who)

MAPC: Metropolitan Area Planning Council

- A state regional planning agency
- Its transportation department promotes sustainable transportation & infrastructure
- Boston region MAPC has 101 muni's including Sudbury
- Sudbury's **MAPC** sub-region of 13 towns is Minuteman Advisory Group on Interlocal Collaboration - MAGIC

MPO: Metropolitan Planning Organization

- Federally required
- Transportation policy-making
- Boston region MPO has 97 muni's, including Sudbury
- 22 MPO's work with MassDOT under Executive Office of Transportation
- Similar boundaries as Regional Transit Authority areas

17

Stakeholder Review (more who's who)

MassDOT Rail and Transit Division

- Oversees 15 MA Regional Transit Authorities (RTAs) and commuter rail
- Works with Massachusetts Bay **Transportation** Authority – MBTA
- Created RTA Council to share info on best practices, etc.
- Runs Community Transit Grant Program

MWRTA: MetroWest Regional Transit Authority

- Serves 32-town, I-495/MetroWest corridor including Sudbury
- Funds from federal and state agencies, local assessments and fare box recovery
- RTAs are in both state and federal organizational and funding structures

18

GoSudbury! Narrative Use Cases

- The goal of the 5-year Go Sudbury! plan is to create a regional GoSudbury program for Sudbury and collaborating towns' eligible residents who need transportation. Eligible residents will be able to register for a program that provides varied transportation options to an expanded geographic area with extended operating hours. Transportation will be available for the many needs we all have, including transportation to medical, social, educational, work, civic and other purposes. Destinations will include local, regional and extended locations. And, our goal is to connect to commuter rail, MBTA, and regional transit authority services.
- The regional collaboration will offer more convenient, on-demand, transportation options for residents in the participating towns. Towns will have a financial commitment to support the program and will benefit from the cost savings of a larger service area and more central coordination. The plan is to ensure that transportation companies utilized for the service will be able to scale up staff and vehicles to more efficiently meet the needs of a larger area.
- Below are five fictional, but likely, scenarios of individuals who could access the current GoSudbury program and who would benefit from a sustainable, resilient regional "GoSudbury" or "GoMagic" or similar program going forward.

19

GoSudbury! Narrative Use Case I

Mary lives in a single-family home in Sudbury. She is 69 years old and has been active, working until last year, but is now retired. She has enjoyed getting to know her neighbors and community since retiring and has been driving to the library to volunteer, as well as driving to attend a local crafters group in the evening once a week. Unfortunately, Mary needed surgery for an eye problem and is unable to drive herself for 6 weeks. Mary is widowed and her family does not live nearby.

Fortunately, Mary found out about the GoSudbury program. She is eligible for the Sudbury Connection Senior Center van service, as well as the GoSudbury Uber and Taxi programs. She will use the Taxi program to get to her follow-up surgeon appointments in Boston during her convalescence. Because the GoSudbury Uber program is available 24 hours a day, Mary will use Uber to continue to attend her crafts group meetings in the evening. During the day, she will use the Sudbury Connection van from the Senior Center to get to her volunteer work at the library. Since Mary is living with a small Social Security payment as her only income, she is thankful that these transportation options will allow her to continue her activities and get to appointments without an exorbitant cost.

20

GoSudbury! Narrative Use Case 2

Jacob lives with his family in Sudbury. He is a young adult with a medical condition that prohibits driving. Jacob recently found a job in Wayland. His shift starts at 8:00 AM and ends at 4:00 PM. His parents both work and have difficulty getting him to work every day of the week. Jacob will be able to use the GoSudbury Uber program to get to work and back home for about two weeks each month. (The program allows for 20 one-way rides (or 10 round trips) per month.) This allows Jacob the independence to schedule some of his transportation by himself, and also provides a financial savings for him and his family.

21

GoSudbury! Narrative Use Case 3

Mrs. Smith lives in Sudbury and has chronic medical conditions that affect her ability to perform her activities of daily living such as preparing meals, doing laundry, cleaning house and bathing. Her at-home independence, health and safety are maintained by the services of her home health aide Anna 5 days each week.

Anna is a resident of Maynard. She works as a home health aide for older adults in Sudbury, including Mrs. Smith. Her car needs work and won't be ready for two weeks. Anna is financially eligible for the GoSudbury program. Because Anna works in Sudbury, she is eligible to use the GoSudbury Uber program for the two weeks that her car is not in service. This will enable her to continue to meet the needs of Mrs. Smith as well as her other Sudbury clients during this period of time.

22

GoSudbury! Narrative Use Case 4

Mr. Eliot lives in Sudbury and is a frequent shopper at Sudbury Farms. He enjoys chatting with the cashier, Marvin, while paying for his groceries. Marvin lives in Wayland but travels to Sudbury several days each week to work at Sudbury Farms. Because of his varying schedule, Marvin has been paying for Uber rides to work. This has been quite expensive and Marvin has considered leaving his position. Sudbury Farms Store Manager Ms. Jones is concerned that she will lose a valuable employee.

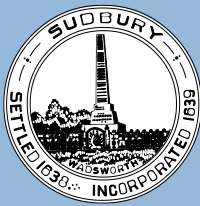
Recently, Marvin learned from town of Wayland that they have joined with the town of Sudbury and other towns to start a new regional transportation program. Marvin will be eligible to utilize the new transportation service to get to work. Mr. Eliot was pleased to hear this from Marvin as he enjoys talking with him. Store Manager Jones was very happy to find out that Marvin will be continuing to work at Sudbury Farms and she will not need to hire and train someone new.

23

GoSudbury! Narrative Use Case 5

Ms. Green lives in Stow and works in Boston. When her car was out of service last, she felt stranded and had trouble using Microtransit because there were not enough drivers. She recently learned from a friend who lives in Maynard about the new regional transportation service. Ms. Green will be able to use a shuttle to get to her commuter rail station instead of driving and paying to park. She also was happy to hear about the availability of a Microtransit, like Lyft, that will have drivers available because of regional demand. She can use this to get to the supermarket, visit a friend or go to the library in Stow or surrounding towns when her car is being serviced.

24



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

MISCELLANEOUS (UNTIMED)

4: Discussion on LSRHS Regional Agreement

REQUESTOR SECTION

Date of request:

Requestor: Member Dan Carty

Formal Title: Discuss and possibly vote to have the Sudbury Select Board liaison to Lincoln-Sudbury School Committee (LSSC) inquire of the LSSC Chair the current status of the LSSC Subcommittee established to discuss the Lincoln-Sudbury Regional School Agreement and report back to the Sudbury Select Board accordingly.

Recommendations/Suggested Motion/Vote: Discuss and possibly vote to have the Sudbury Select Board liaison to Lincoln-Sudbury School Committee (LSSC) inquire of the LSSC Chair the current status of the LSSC Subcommittee established to discuss the Lincoln-Sudbury Regional School Agreement and report back to the Sudbury Select Board accordingly.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Patty Golden Pending
- Select Board Office Pending
- Town Manager's Office Pending
- Town Counsel Pending
- Select Board Pending
- Select Board Pending

09/13/2022 7:00 PM

The Regional Agreement
between
The Town of Lincoln and The Town of Sudbury

with respect to the formation of a Regional
School District, as amended

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

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

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

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

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

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

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

Marcia A. Roehr
Secretary to the School Committee

May 18, 1988

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

WITNESSETH that

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Apportionment of Expenses and Other Items

(a) Apportionment of Costs

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

(b) Apportionment of State and Federal Aid

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

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

(c) Miscellaneous Income Defined

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

(d) Excess and Deficiency Fund

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vocational Education, including tuition to State aided Vocational Schools.

Debt Service, including principal and interest payments.

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

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

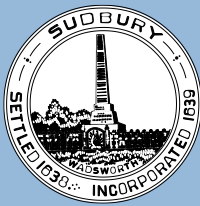
The budget thus adopted shall then be delivered to the Treasurer for the certification of such adjusted apportioned amounts to the respective member Towns.

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

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

Attachment 4.a: LS Agreement 1988 (5432 : Discussion on LSRHS Regional Agreement)

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



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

MISCELLANEOUS (UNTIMED)

5: Vocational Education update

REQUESTOR SECTION

Date of request:

Requestor: Member Lisa Kouchakdjian

Formal Title: Update on Vocational Schools and letters of application to vocational school districts.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

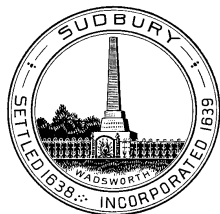
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

09/13/2022 7:00 PM



Town of Sudbury

Select Board
www.sudbury.ma.us/selectboard

Flynn Building
 278 Old Sudbury Rd
 Sudbury, MA 01776-1843
 978-639-3381
 Fax: 978-443-0756
 Email: selectboard@sudbury.ma.us

August (), 2022

Ernest F. Houle
 Assabet Valley Regional Vocational School
 215 Fitchburg Street
 Marlborough, MA 01752

Dear Mr. Houle:

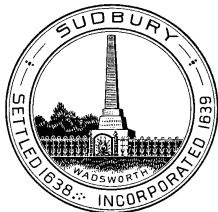
The Town of Sudbury is in the process of determining options to become a member of a vocational education school. This letter serves as a formal request by the Town of Sudbury to become a member of the Assabet Valley Regional Technical High School.

Thank you for your consideration.

Sincerely,

The Sudbury Select Board,
 By its Chair,

Sudbury Select Board
 Charlie Russo, Chair
 Janie Dretler, Vice-Chair
 Dan Carty
 Lisa Kouchakdjian
 Jennifer Roberts



Town of Sudbury

Select Board
www.sudbury.ma.us/selectboard

Flynn Building
 278 Old Sudbury Rd
 Sudbury, MA 01776-1843
 978-639-3381
 Fax: 978-443-0756
 Email: selectboard@sudbury.ma.us

August (), 2022

Ed Burman
 Keefe Regional Technical School
 750 Winter Street
 Framingham, MA 01702

Dear Mr. Burman:

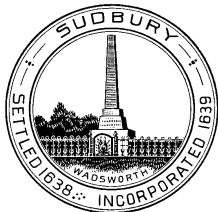
The Town of Sudbury is in the process of determining options to become a member of a vocational education school. This letter serves as a formal request by the Town of Sudbury to become a member of Keefe Regional Technical School.

Thank you for your consideration.

Sincerely,

The Sudbury Select Board,
 By its Chair,

Sudbury Select Board
 Charlie Russo, Chair
 Janie Dretler, Vice-Chair
 Dan Carty
 Lisa Kouchakdjian
 Jennifer Roberts



Town of Sudbury

Select Board
www.sudbury.ma.us/selectboard

Flynn Building
 278 Old Sudbury Rd
 Sudbury, MA 01776-1843
 978-639-3381
 Fax: 978-443-0756
 Email: selectboard@sudbury.ma.us

August (), 2022

Chad Fallon
 Medford Vocational Technical High School
 489 Winthrop Street
 Medford, MA 02155

Dear Mr. Fallon:

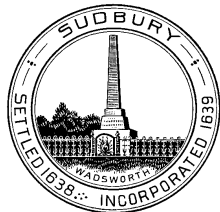
The Town of Sudbury is in the process of determining options to become a member of a vocational education school. This letter serves as a formal request by the Town of Sudbury to become a member of Medford Vocational Technical High School.

Thank you for your consideration.

Sincerely,

The Sudbury Select Board,
 By its Chair,

Sudbury Select Board
 Charlie Russo, Chair
 Janie Dretler, Vice-Chair
 Dan Carty
 Lisa Kouchakdjian
 Jennifer Roberts



Town of Sudbury

Select Board
www.sudbury.ma.us/selectboard

Flynn Building
 278 Old Sudbury Rd
 Sudbury, MA 01776-1843
 978-639-3381
 Fax: 978-443-0756
 Email: selectboard@sudbury.ma.us

August (), 2022

Pam Nourse
 Minuteman High School
 758 Marrett Road
 Lexington, MA 02421

Dear Ms. Nourse:

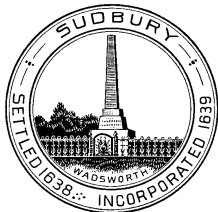
The Town of Sudbury is in the process of determining options to become a member of a vocational education school. This letter serves as a formal request by the Town of Sudbury to become a member of Minuteman High School.

Thank you for your consideration.

Sincerely,

The Sudbury Select Board,
 By its Chair,

Sudbury Select Board
 Charlie Russo, Chair
 Janie Dretler, Vice-Chair
 Dan Carty
 Lisa Kouchakdjian
 Jennifer Roberts



Town of Sudbury

Select Board
www.sudbury.ma.us/selectboard

Flynn Building
 278 Old Sudbury Rd
 Sudbury, MA 01776-1843
 978-639-3381
 Fax: 978-443-0756
 Email: selectboard@sudbury.ma.us

August (), 2022

Charlie Ellis
 Nashoba Valley Technical High School
 100 Littleton Road
 Westford, MA 01886

Dear Mr. Ellis:

The Town of Sudbury is in the process of determining options to become a member of a vocational education school. This letter serves as a formal request by the Town of Sudbury to become a member of Nashoba Valley Technical High School.

Thank you for your consideration.

Sincerely,

The Sudbury Select Board,
 By its Chair,

Sudbury Select Board
 Charlie Russo, Chair
 Janie Dretler, Vice-Chair
 Dan Carty
 Lisa Kouchakdjian
 Jennifer Roberts

From: [Brad Crozier](#)
To: [Select Board's Office](#)
Cc: bella_wong@lsrhs.net; [Golden, Patricia](#); [Bilodeau, Maryanne](#); [Hobin, Carol](#)
Subject: Re: Vocational School Letters - Feedback Requested
Date: Wednesday, August 17, 2022 2:59:50 PM

Leila,

The line in the letters to "formal request" membership feels premature, as there are a number of factors that should be considered in joining a vocational school. Understanding the cost, programming options, number of seats available, and other factors should be considered. I, for one, have not visited any of these schools in the last ten years and could not give an educational assessment.

Brad Crozier
 Superintendent of Schools
 Sudbury Public Schools
 40 Fairbank Road
 Sudbury, MA 01776

(978) 639-3211
 pronouns: he/him/his

On Mon, Aug 15, 2022 at 1:52 PM Select Board's Office
 <selectboardsoffice@sudbury.ma.us> wrote:

Hi Brad and Bella,

Please see attached the draft letters which the Select Board would like to send to Assabet, Keefe, Minuteman, Nashoba and Medford Vocational and Technical Schools.

Your comments on the letters' content as well as the 5 schools are requested for the Select Board agenda item regarding this matter, which is scheduled for the 8/30 SB meeting. The Board requests that you, as well as any staff or committee members you feel would be appropriate, could please review the letters and provide your feedback to our office by Tuesday, August 23.

Thank you,

Leila

LEILA S. FRANK

OFFICE SUPERVISOR/INFORMATION OFFICER

SUDBURY TOWN MANAGER & SELECT BOARD'S OFFICE

278 OLD SUDBURY ROAD

SUDBURY, MA 01776

978-639-3380

SUDBURY.MA.US

WHEN WRITING OR RESPONDING, PLEASE BE AWARE THE SECRETARY OF STATE HAS DETERMINED THAT E-MAIL IS A PUBLIC RECORD AND THUS NOT CONFIDENTIAL.

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From: [Bella Wong](#)
To: [Frank, Leila](#); [Crozier, Brad](#)
Cc: [Golden, Patricia](#); [Bilodeau, Maryanne](#)
Subject: Re: Vocational School Letters - Feedback Requested
Date: Thursday, August 25, 2022 2:18:18 PM

Hi,

I apologize for my late reply.

First, I am glad that it seems that the Town of Sudbury is actively exploring membership in a vocational school district.

I agree with Brad's comment that it seems premature to phrase the inquiry at this point as a request to become a member.

What about changing the wording to the Town of Sudbury is seeking to engage with the [name of district] for "consideration of becoming a member district"?

Thank you,
Bella

On Thu, Aug 25, 2022 at 8:08 AM Frank, Leila <FrankL@sudbury.ma.us> wrote:

Hi Bella,

Just following up on the voc ed letters. Could you please provide feedback today? We need to add it to the agenda materials for SB review.

Thank you,
Leila

Get [Outlook for Android](#)

From: Select Board's Office <selectboardsoffice@sudbury.ma.us>
Sent: Monday, August 15, 2022, 1:52 PM
To: Crozier, Brad <brad_crozier@sudbury.k12.ma.us>; Bella Wong <bella_wong@lsrhs.net>
Cc: Patricia Golden (GoldenP@sudbury.ma.us) <GoldenP@sudbury.ma.us>; Maryanne Bilodeau (BilodeauM@sudbury.ma.us) <BilodeauM@sudbury.ma.us>; Hobin, Carol <HobinC@sudbury.ma.us>
Subject: Vocational School Letters - Feedback Requested

Hi Brad and Bella,

Please see attached the draft letters which the Select Board would like to send to Assabet, Keefe, Minuteman, Nashoba and Medford Vocational and Technical Schools.

Your comments on the letters' content as well as the 5 schools are requested for the Select Board agenda item regarding this matter, which is scheduled for the 8/30 SB meeting. The Board requests that you, as well as any staff or committee members you feel would be appropriate, could please review the letters and provide your feedback to our office by Tuesday, August 23.

Thank you,

Leila

LEILA S. FRANK
OFFICE SUPERVISOR/INFORMATION OFFICER
SUDBURY TOWN MANAGER & SELECT BOARD'S OFFICE
278 OLD SUDBURY ROAD
SUDBURY, MA 01776
978-639-3380
SUDBURY.MA.US

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--

Bella T. Wong
Superintendent/Principal
Lincoln Sudbury Regional School District

Golden, Patricia

From: Kouchakdjian, Lisa
Sent: Friday, September 9, 2022 5:57 PM
To: Bilodeau, Maryanne; Russo, Charlie
Cc: Golden, Patricia; Kouchakdjian, Lisa
Subject: Fw: Vocational Education

All, I hope this email finds you well. I had the opportunity to go through the packet for our meeting next week. I am forwarding to you the email I have received from Superintendent Crozier. I thought it may be prudent to include these emails in the packet for the sake of completeness. Please include these emails in our packet for next week's meeting.

Thanks so much!!

Have a wonderful weekend!!!

Lisa

From: Brad Crozier <brad_crozier@sudbury.k12.ma.us>
Sent: Saturday, June 4, 2022 8:00 AM
To: Kouchakdjian, Lisa
Subject: Re: Vocational Education

Yes, I would concur.

Brad Crozier
 Superintendent of Schools
 Sudbury Public Schools
 40 Fairbanks Road
 Sudbury, MA 01776

(978) 639-3211

pronouns: he/him/his

On Fri, Jun 3, 2022 at 5:02 PM Kouchakdjian, Lisa <KouchakdjianL@sudbury.ma.us> wrote:

Brad, Thanks for getting back. Bella shared her thoughts that Assabet and Minuteman are the best two choices for our students. Do you have any thoughts on that? Based upon what I have heard, I agree with Bella. These two schools are also in close proximity to Sudbury, which I really like too.

If you have any other thoughts, do not hesitate to let me know.

Thanks so much.

Lisa

From: Brad Crozier <brad_crozier@sudbury.k12.ma.us>
Sent: Friday, June 3, 2022 2:23:44 PM
To: Kouchakdjian, Lisa
Subject: Re: Vocational Education

Lisa,

Thanks for reaching out to me. As we have discussed before, I hope the Select Board takes action to become a member of a vocational school. As a non-member town, Sudbury students are waitlisted in the enrollment process. We have also seen a rise in the number of students interested in vocational schools across the Commonwealth, which also impacts the number of seats available to non-member towns.

Let me know if you have any questions.

Brad Crozier
 Superintendent of Schools
 Sudbury Public Schools
 40 Fairbanks Road
 Sudbury, MA 01776

(978) 639-3211
 pronouns: he/him/his

On Thu, Jun 2, 2022 at 12:41 PM Kouchakdjian, Lisa <KouchakdjianL@sudbury.ma.us> wrote:

Brad, I hope this email finds you well. As you may have heard, I have been tasked by the Select Board to research options for Sudbury as it pertains to vocational education. I spoke with Bella earlier this week regarding this issue. I would like to offer you the same courtesy in the event there is anything you would like to share with me regarding vocational education.

Please let me know if you would like to talk. I am happy to speak over the phone, Zoom or meet in person.

Thanks.

Lisa

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Attachment5.d: Lisa K Voc Ed emails (5429 : Vocational Education update)

Golden, Patricia

From: Kouchakdjian, Lisa
Sent: Friday, September 9, 2022 6:01 PM
To: Bilodeau, Maryanne; Russo, Charlie
Cc: Golden, Patricia; Kouchakdjian, Lisa
Subject: Fw: Article

All, Here are additional communications between Superintendent Crozier and I that I would also like included in the packet for Tuesday.

Take care and see you virtually next week!!

Lisa

From: Brad Crozier <brad_crozier@sudbury.k12.ma.us>
Sent: Sunday, July 24, 2022 5:29 PM
To: Kouchakdjian, Lisa
Cc: bella_wong@lsrhs.net
Subject: Re: Article

We will have students attending Medfield this year.

I know the State has a listing of all the schools. Given my earlier thoughts, what if none of the schools you listed are interested in another member district? I believe having a group really dig into all the possibilities will be best for the children of Sudbury.

Brad Crozier
 Superintendent of Schools
 Sudbury Public Schools
 40 Fairbank Road
 Sudbury, MA 01776

(978) 639-3211

pronouns: he/him/his

On Fri, Jul 22, 2022 at 5:30 PM Kouchakdjian, Lisa <KouchakdjianL@sudbury.ma.us> wrote:

Brad, Great! In addition to Assabet, Minuteman, Nashoba and Keefe Tech, are there other schools you recommend we look at??

Thanks.

Lisa

From: Brad Crozier <brad_crozier@sudbury.k12.ma.us>
Sent: Friday, July 22, 2022 3:03:23 PM
To: Kouchakdjian, Lisa
Cc: bella_wong@lsrhs.net
Subject: Re: Article

As I said in my previous email, I believe there are a host of factors that need to be considered. My response in June was mainly based on geographic location.

Brad Crozier

Superintendent of Schools
Sudbury Public Schools
40 Fairbank Road
Sudbury, MA 01776

(978) 639-3211

pronouns: he/him/his

On Fri, Jul 22, 2022 at 2:34 PM Kouchakdjian, Lisa <KouchakdjianL@sudbury.ma.us> wrote:

Hi Brad! I hope you are having a great summer so far. Thanks for getting back to me about the article. The Town of Sudbury convened a committee, the Vocational Education Options Committee in I believe 2014 that looked at the different options for Sudbury. I realize this was before your time here in Sudbury. A determination was made that Sudbury would try to become a member of Assabet. For whatever reasons, Sudbury has not become a member of Assabet. My understanding is that the VEOC considered the four schools the Select Board has instructed me to look at Assabet, Minuteman, Nashoba and Keefe Tech. When I spoke with Bella recently, as I mentioned in my email to you on June 3rd, Bella stated of those four schools, it was her opinion that Assabet and Minuteman were the best two choices. In your email to me on June 4th you indicated that you concurred with Bella's opinion. Do you still agree with Bella that those are the best two options for Sudbury students? I just don't want to represent that to the Select Board if you do not agree with that anymore. Do you still think Sudbury should become a member somewhere?

Thanks.

Lisa

From: Brad Crozier <brad_crozier@sudbury.k12.ma.us>

Sent: Thursday, July 21, 2022 1:32:44 PM

To: Kouchakdjian, Lisa

Cc: bella_wong@lsrhs.net

Subject: Re: Article

Lisa,

Thanks for following up.

I would advise that Sudbury create a Task force to study the options for vocational education. Understanding which schools would be willing to have us as a member community, the costs, programming options for students, distance from Sudbury, and other factors should be considered. A task force could weigh each of the characteristics and make a recommendation base on a score. I have seen a similar process in other communities, and it can help to build support and understanding in the community for this need.

Brad Crozier

Superintendent of Schools
Sudbury Public Schools
40 Fairbank Road

Attachment5.d: Lisa K Voc Ed emails (5429 : Vocational Education update)

Sudbury, MA 01776

(978) 639-3211

pronouns: he/him/his

On Thu, Jul 7, 2022 at 10:56 AM Kouchakdjian, Lisa <KouchakdjianL@sudbury.ma.us> wrote:

Hi Brad and Bella, Thanks for your recent communications regarding vocational education. I wanted to share with you that I am writing an article for the Select Board newsletter on vocational education. Other than what you have both already shared with me, is there anything else you would like to share with me? Are there thoughts that you would like me to convey in the article? I am happy to Zoom with both of you if you like so we can talk together.

Thanks for your consideration!

Lisa

Sent from my iPhone

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Golden, Patricia

From: Kouchakdjian, Lisa
Sent: Friday, September 9, 2022 6:03 PM
To: Bilodeau, Maryanne; Russo, Charlie
Cc: Golden, Patricia; Kouchakdjian, Lisa
Subject: Fw: Name of vocational school

All, Please include these two emails as well.

Thanks!!

Lisa

From: Brad Crozier <brad_crozier@sudbury.k12.ma.us>
Sent: Tuesday, August 16, 2022 8:00 AM
To: Kouchakdjian, Lisa
Cc: bella_wong@lsrhs.net
Subject: Re: Name of vocational school

Hi Lisa,

I can not confirm the attendance at vocational schools as I do not have that data after they leave SPS.

Brad Crozier
 Superintendent of Schools
 Sudbury Public Schools
 40 Fairbank Road
 Sudbury, MA 01776

(978) 639-3211

pronouns: he/him/his

On Fri, Aug 12, 2022 at 12:21 PM Kouchakdjian, Lisa <KouchakdjianL@sudbury.ma.us> wrote:

Hi Brad, Can you please confirm the name of the vocational school that we are sending students to this year.

Thanks!

Lisa

Sent from my iPhone

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Golden, Patricia

From: Kouchakdjian, Lisa
Sent: Friday, September 9, 2022 6:05 PM
To: Bilodeau, Maryanne; Russo, Charlie
Cc: Golden, Patricia; Kouchakdjian, Lisa
Subject: Fw: CTI Training

All, This is also email communication with Bella. Please include these emails in the packet as well.

Thanks.

Lisa

From: Bella Wong <bella_wong@lsrhs.net>
Sent: Friday, July 29, 2022 10:31 AM
To: Kouchakdjian, Lisa
Subject: Re: CTI Training

Thank you so much Lisa. I will share this with counseling.

On Fri 29. Jul 2022 at 9.31, Kouchakdjian, Lisa <KouchakdjianL@sudbury.ma.us> wrote:

Bella, I hope this email finds you well. I wanted to share with you that I visited Nashoba Tech yesterday. I had a wonderful visit and tour. Although the school is not currently able to offer seats to our students, the Superintendent recommended that students who seek vocational training can do so after graduation through a program developed by the Baker-Polito Administration, the Career Technical Initiative (CTI). This is an adult evening program that provides students with I believe 200 hours of programming. Nashoba currently has this program. I believe other vocational schools are going to develop similar programs. Below is a link to the program at Nashoba. I wanted to share this with you right away in the event you know of students who may want to try to take advantage of this program upon graduation. You may already be aware of it, but just thought I would send along the information.

<https://www.nashobatech.net/page/adults-nashoba-at-night>

Thank you.

Lisa

--

Bella T. Wong
 Superintendent/Principal
 Lincoln Sudbury Regional School District

Attachment5.d: Lisa K Voc Ed emails (5429 : Vocational Education update)

Golden, Patricia

From: Kouchakdjian, Lisa
Sent: Friday, September 9, 2022 6:09 PM
To: Bilodeau, Maryanne; Russo, Charlie
Cc: Golden, Patricia; Kouchakdjian, Lisa
Subject: Fw: Chat

All, These are emails from Bella for the packet. I thought I just emailed them, but not sure I sent these.
 Thanks so much.

Lisa

From: Bella Wong <bella_wong@lsrhs.net>
Sent: Wednesday, June 1, 2022 11:47 AM
To: Kouchakdjian, Lisa
Subject: Re: Chat

Hi Lisa, great. I'll call you. Thank you! Bella

On Wed 1. Jun 2022 at 10.15, Kouchakdjian, Lisa <KouchakdjianL@sudbury.ma.us> wrote:

Bella, Yes!! I am free at 1:00. Would you like me to call your office?? Or here is my cell 617-549-1270 if you prefer to call me.

Thank you so much!!

Lisa

Sent from my iPhone

On Jun 1, 2022, at 10:12 AM, Bella Wong <bella_wong@lsrhs.net> wrote:

Hi Lisa,

Happy to chat. Today is the most flexible. Are you free at about 1?

Thanks,

Bella

On Wed 1. Jun 2022 at 8.04, Kouchakdjian, Lisa <KouchakdjianL@sudbury.ma.us> wrote:

Hi Bella! Hope all is well!! I was wondering if you had time for a phone call this week sometime?? If not this week, do you have time next week for a call. I am really flexible so happy to accommodate your schedule. Can be just a quick 15 or 20 minutes. I am the Liaison from the Select Board to the LSSC.

Thanks!!

Lisa

Sent from my iPhone

Attachment5.d: Lisa K Voc Ed emails (5429 : Vocational Education update)

--

Bella T. Wong
Superintendent/Principal
Lincoln Sudbury Regional School District

--

Bella T. Wong
Superintendent/Principal
Lincoln Sudbury Regional School District



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

MISCELLANEOUS (UNTIMED)

6: Update/discuss Mission statement and values for determining goals

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Review and possible vote to update and/or accept Sudbury's Board of Selectmen Statement of Mission and Values for Determining Goals last updated 2005.

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

09/13/2022 7:00 PM



TOWN OF SUDBURY

Statement of Mission and Values for Determining Goals of the Board of Selectmen

The Mission of the Town of Sudbury is to ensure the safety and well-being of the community, to protect and enhance the financial health, education excellence, and environmental quality of our Town by relying on the professionalism of our staff and volunteers, and use of long-term, strategic planning and enhanced communications in our governance. The Board is dedicated to protecting and enhancing the unique sense of place found in Sudbury and protecting and encouraging tolerance and diversity. The Board of Selectmen, as the chief policy making and governance body of the Town of Sudbury, will provide leadership for staff, volunteers, residents and other stakeholders in the Town by advancing goals, programs and decisions that are based on these values.

Ensure the Safety and Well-being of the Community

Protect and Enhance the Financial Health of the Town

Protect and Enhance the Educational Excellence offered by the Town

Protect and Enhance the Environmental Quality of the Town

Protect and Enhance the Professionalism of the Town's Staff, Boards and Committees

Enhance Relationships and Communications

Emphasize Long-Term, Strategic Planning

Protect and Enhance the Unique Sense of Place offered by the Town

Protect and Enhance a Climate of Acceptance and Tolerance within the Community of Sudbury

Encourage Diversity of Housing Opportunities within the Community of Sudbury

First adopted by the Board of Selectmen May 10, 2000

Amended and reaffirmed by the Board of Selectmen, 5/23/02, 6/1/04, and 6/10/05





SUDBURY SELECT BOARD
Tuesday, September 13, 2022

MISCELLANEOUS (UNTIMED)

7: Letter of Support for Sewataro - expand number of campers

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Vote on a letter of support for Camp Sewataro Camp Operator special permit application to the Planning Board to expand the number of campers.

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

09/13/2022 7:00 PM

**THIRD AMENDMENT TO
CONTRACT FOR DAY CAMP OPERATOR AND
MANAGEMENT OF REAL PROPERTY**

This Third Amendment to Contract for Day Camp Operator and Management of Real Property (this "Amendment") is entered into as of the 12th day of April, 2022, by and between the TOWN OF SUDBURY, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of 278 Old Sudbury Road, Sudbury, MA 01776, (the "Town"), and CAMP SEWATARO, LLC, a Massachusetts limited liability company, with its principal place of business at 239 Moose Hill Street, Sharon, MA 02067 (the "Manager"). The Town and the Manager together may be referred to herein as the "Parties" and are each referred to as a "Party".

Reference is hereby made to that certain Contract for Day Camp Operator and Management Of Real Property dated as of September 10, 2019, as amended by that certain First Amendment to Contract for Day Camp Operator and Management of Real Property dated February 18, 2020, as further amended by a Second Amendment to Contract for Day Camp Operator and Management of Real Property dated June 9, 2020 (as amended, the "Agreement") by and between the Parties.

Capitalized terms used but not defined in this Amendment will have the meanings ascribed to them in the Agreement.

The Parties desire to extend the Term of the Agreement and to make certain other modifications to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term. Pursuant to Section 2.2 of the Agreement, the Term shall be extended for a period of five (5) years (the "Extension Term") commencing on September 10, 2022 and expiring on September 9, 2027. Each Party shall continue to have the right to deliver a notice of intent to the other Party to further extend the Term for up to one (1) additional five (5) year period pursuant to Section 2.2 of the Agreement, provided however, that no such notice of intent to further extend the Term shall be delivered or be effective prior to January 1, 2027. As used in the Agreement, the term "Term" shall mean the initial Term as extended by the Extension Term.

2. Increase to Annual Fee. Section 3.1 (A) of the Agreement is hereby amended as follows:

Commencing on the first day of the Extension Term, the Annual Fee shall be Two Hundred Thousand Dollars and 00/100 (\$200,000) per year to be paid in equal installments of One Hundred Thousand Dollars and 00/100 (\$100,000) each, due and payable on the following dates: May 1, 2023, December 1, 2023, May 1, 2024, December 1, 2024, May 1, 2025, December 1, 2025, May 1, 2026, December 1, 2026, May 1, 2027 and December 1, 2027. Beginning with the payment due May 1, 2024, the

Annual Fee shall be increased annually by three percent (3%) per year. Exhibit 4 to the Agreement is hereby deleted in its entirety and replaced with **Exhibit A** attached hereto. The terms and provisions of this Section 2 shall survive the expiration or earlier termination of the Agreement.

3. Increase to Revenue Share Payment. Section 3.1 (B) of the Agreement is hereby amended as follows:

Commencing on the first day of the Extension Term, for the 2023 Camp Season and thereafter, the Revenue Share Payment shall be:

a. Twenty-Five percent (25%) of the first One Million Dollars (\$1,000,000) of Manager's Net Revenue; plus

b. Thirty-Three and Thirty-Three One Hundredths percent (33.33%) of all of Manager's Net Revenue in excess of One Million Dollars (\$1,000,000).

The Revenue Share Payment shall be due on or before December 15 of each year of the Extension Term.

The terms and provisions of this Section 3 shall survive the expiration or earlier termination of the Agreement.

4. Number of Campers. Manager intends to seek an amendment to the existing special permit for the Property (or a new special permit) from the Sudbury Planning Board to increase the number of allowed campers at the Property from 650 campers to 700 campers (the "New Special Permit"). The Town, acting by and through its Select Board, agrees to support in good faith Manager's application for the New Special Permit, including writing a letter of support to the Planning Board. Manager shall continue to prioritize Sudbury residents for available camper slots consistent with its existing procedures. Manager further expects that if it receives the New Special Permit for 700 campers, approximately 15 campers will be "counselors in training", approximately 5 campers will be in the youngest age group of campers, and approximately 30 campers will be dispersed throughout the camper population groups. The number of scholarships to be made available by the Manager shall remain at 50 during the Extension Term.

5. Public Access Area. Section 1.2.2 of the Agreement is hereby amended by adding the following:

a. During the Extension Term, the Camp Season Public Access Area shall be expanded to include certain additional activity spaces proximate to the back gate of the property as specified in **Exhibit B** attached hereto (the "Expanded Camp Season Public Access Area"). The hours for the Expanded Camp Season Public Access Area shall be the hours specified in Section 1.2.4 of the Agreement, except that the Town's use of the Expanded Camp Season Public Access Area during each day of the Camp Season shall not commence until the last camper has left the Property for the applicable day, as it is proximate to the areas on the Property used by campers in the extended day program. Manager may require that the Town's access to the Expanded Camp Season Public Access Area be through the gate located on Greystone Lane.

Because of the proximity of the Expanded Camp Season Public Access Area to the buildings and facilities used on a daily basis by Manager during the Camp Season, Manager may, in its discretion, elect to staff the Expanded Camp Season Public Access Area during the hours of Town access during the Camp Season, and the cost of such staffing shall be included in Operating Expenses, however, such allocation of Operating Expenses shall be limited to a maximum of two thousand five hundred dollars (\$2,500.00) per year unless otherwise mutually agreed by the Parties in writing. Management and oversight of the use of the Public Access Area shall be the responsibility of the Manager.

b. Section 1.2.7 of the Agreement is hereby deleted in its entirety and replaced with the following :

Excluding only pets belonging to residents of the Residences or service animals, at no time during the Camp Season or at any time prior to the commencement of the Extension Term shall any dogs or other domestic animals be permitted on the Property. Commencing on the first day of the Extension Term, domestic animals on a leash and service animals shall be permitted on the Property during the time periods outside of the Camp Season, and any Town residents accessing the Property with their domestic animals on a leash or service animals shall clean up and properly dispose of any waste and droppings from their domestic animals on a leash or service animals in receptacles located at the Property, and the Town shall reasonably cooperate with Manager to ensure compliance with this requirement, including posting notices on the Town's webpage, through the posting of signs at the Property, and through other public notices reasonably acceptable to the Town and Manager. For purposes of this section, horses on the Property in connection with day camp operations shall not be considered to be domestic animals or pets.

6. Public Events. Clauses (i) and (ii) of Section 1.2.5 of the Agreement are hereby deleted in their entirety and replaced with the following: “(i) one (1) Spring/Summer event and (ii) one (1) Fall event”.

7. Operating Expenses. The second paragraph of Section 3.1.1 of the Agreement is hereby amended by adding the following at the end of the first sentence:

Beginning in the first year of the Extension Term, Operating Expenses also shall include only amounts paid by Manager to consultants retained by Manager to advise on Sewataro camp operations and the operation and management of the Property, in an amount not to exceed Seventy Thousand Dollars (\$70,000), which such amount, beginning in 2024, shall be increased by three percent (3%) per annum.

8. Water Quality Enhancements. Manager has filed a Notice of Intent with the Sudbury Conservation Commission, which is scheduled for initial hearing by the Sudbury Conservation Commission on April 11, 2022, for certain water quality enhancements to the ponds located at the Property. Manager agrees to implement any measures required by the

Sudbury Conservation Commission in any Order of Conditions issued with respect to such Notice of Intent. The cost to implement such measures shall be included in Operating Expenses.

9. Public Access Disability Enhancements. Commencing in 2022, Manager agrees to undertake the accessibility improvements described on **Exhibit C** attached hereto, including retaining consultants to advise on such improvements (the “Accessibility Improvements”). In connection with Section 6.2 of the Agreement, the Accessibility Improvements shall not be deemed to be improvements or modifications required solely because of use of such buildings or facilities in connection with activities programmed by the Town, or for public use generally. Manager may undertake the Accessibility Improvements as separate segments of work over time. To the extent the cost of any segment of work exceeds \$20,000, Manager and the Town shall mutually agree on the cost allocation of such segment of work and the procurement of such work. Otherwise, the cost of the Accessibility Improvements shall be included in Operating Expenses for the year in which they are incurred and shall be capitalized over the useful life of the applicable Accessibility Improvement in accordance with GAAP.

10. Public Swimming.

a. Beginning in the 2023 Camp Season, Manager agrees to use commercially reasonable efforts to make available to the Town and its residents the use of the swimming pond and one (1) of the swimming pools at the Property (such swimming pool to be selected by Manager) for public swimming (the “Public Swimming Facilities”). In the event that permitting the use of the swimming pond cannot be accomplished with commercially reasonable efforts, then the Manager shall make available all four swimming pools as Public Swimming Facilities. The Public Swimming Facilities shall be operated, staffed, equipped, supplied, managed, maintained and scheduled (including any registration or collection of fees, if applicable) solely by the Manager. The dates and hours for the use of the Public Swimming Facilities for 2023 are those dates and hours specified on **Exhibit D** attached hereto. Manager shall update such calendar during each subsequent year of the Extension Term with the dates and hours of the availability of the Public Swimming Facilities during the Camp Season for that particular year, however, Manager shall not decrease in any year the number of days that the Public Swimming Facilities will be available for use by the Town to be less than the number of days of availability set forth on **Exhibit D** attached hereto with respect to 2023. Management and oversight of the use of the Public Swimming Facilities shall be the responsibility of the Manager.

b. The costs and expenses incurred by Manager to operate, staff, equip, supply, and manage the Public Swimming Facilities shall be included in Operating Expenses.

c. Manager shall operate the Public Swimming Facilities in accordance with all applicable laws, regulations and rules, including complying with any water quality testing requirements of the Sudbury Board of Health or any other entities having jurisdiction thereof.

d. The terms and provisions of Section 9.6 (i), (ii), and (iv) shall not apply to the use of the Public Swimming Facilities by the Town, the residents of the Town, or the general public.

e. Manager may establish rules concerning the use of the Public Swimming Facilities that each person using the Public Swimming Facilities shall be required to follow.

11. No Further Modifications. Except as amended by this Amendment, the Agreement remains unmodified and in full force and effect.

12. Miscellaneous. The captions herein are used only as a matter of convenience and are not to be considered as part of this Amendment or to be used in determining the intent of the parties to it. The terms of the Agreement, as amended by this Amendment, constitute the entire agreement between the parties hereto and no statements made whether orally or in writing, by anyone with regard to the transaction which is the subject of the Agreement shall be construed as a part hereof unless the same be incorporated herein by writing and signed by the Town and Manager. For all purposes in this Amendment, the word “including” shall be construed to include the words “without limitation”. All exhibits to this Amendment are a part of this Agreement and are hereby incorporated herein by reference. This Amendment may be executed by electronic signatures, each of which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, “electronic signature” shall include electronically scanned and transmitted versions (e.g., via PDF and/or DocuSign) of an original signature. This Amendment may be executed in multiple counterparts (which counterparts may be executed and delivered by PDF, DocuSign, or another file sent by email) which shall together constitute a single document. Any executed counterpart of this Amendment delivered by PDF, DocuSign or another file sent by email shall be equally effective as an original counterpart for all purposes.

[Signature Page Follows]

EXECUTED under seal as of the date first written above.

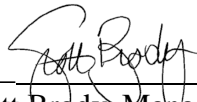
TOWN:

TOWN OF SUDBURY
By its Select Board



MANAGER:

CAMP SEWATARO, LLC

By: 
Scott Brody, Manager

Attachment 7.a: Sewataro_Contract_Amendment_3_Executed (5455 : Letter of Support for Sewataro - expand number of campers)



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

MISCELLANEOUS (UNTIMED)

8: 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:

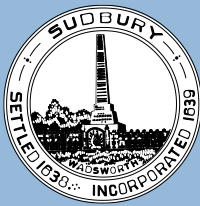
Approximate agenda time requested:

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

09/13/2022 7:00 PM



SUDBURY SELECT BOARD
Tuesday, September 13, 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 6/28/22, 7/6/22, and 8/15/22.

Recommendations/Suggested Motion/Vote: Vote to review and possibly approve the open session minutes of 6/28/22, 7/6/22, and 8/15/22.

Background Information:
attached drafts

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

09/13/2022 7:00 PM

SUDBURY SELECT BOARD

TUESDAY, JUNE 28, 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, Town Manager Henry L. Hayes, Jr., Assistant Town Manager Maryanne Bilodeau.

The statutory requirements as to notice having been compiled with, the meeting was convened at 7:02 P.M.. 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: Dretler-present, Carty-present, Roberts-present, Kouchakdjian-present, Russo-present

Opening Remarks by Chair

- Two recent Supreme Court rulings
- Two Sudbury performance recognitions from the American Public Works Association to DPW Director Dan Nason and 2022 Young Leader Award given to Kevin McCabe, former employee
- DCR (Department of Conservation and Recreation) awarded \$240,000 to the Town regarding the extension of BFRT; Framingham received some award
- Thanked Henry for his contribution and leadership as Town Manager during a difficult time

Reports from Town Manager

- Congratulated DPW leaders Kevin McCabe (now DPW director for Town of Dover) and Sudbury DPW Director Dan Nason
- Truck mounted aerial mosquito spraying taking place
- Water line repair work at the Fairbank Community Center
- Discussion regarding Eversource Grant of Location project to take place in late July

Reports from Select Board

Vice-Chair Dretler:

- Summarized the recent Frederick Douglass event at the Wayside Inn in commemoration of Juneteenth
- Expressed appreciation and best wishes to Town Manager Henry Hayes
- Echoed receipt of the recently awarded BFRT grant from DCR
- Looking forward to the presentation by LSRHS students regarding proposed availability of feminine hygiene products
- Friends of the Senior Center awarded a foundation grant for the newly constructed Senior Center
- Recognized efforts made by Park & Recreation and Director Dennis Mannone during the Fairbank Community Center construction period

Board Member Carty:

- Provided details regarding the Sudbury 4th of July Parade
- Thanked all at the Wayside Inn Foundation for sponsoring the Frederick Douglass event, the great introduction by Town Manager Hayes and discussion
- Thanked Town Manager Hayes for his contribution to the Town

Board Member Roberts:

- Second Historic Preservation Plan presentation to take place on July 23rd
- Fairbank Community Impact Update posted on Town website, and upcoming project timeline
- Thanked Town Manager Hayes for his work and dedication to the Town

Board Member Kouchakdjian

- Mentioned recent Supreme Court rulings
- Wished Town Manager Hayes the best and thanked him for all his efforts

Citizens Comments

Resident and Protect Sudbury Member Dan Depompei, 35 Haynes Road, spoke of BFRT right-of way. He stated there was no legal record of abandonment of the rail, and the resident/landowners petition supports submission of legal documentation to support abandonment. Mr. Depompei maintained the status of the right-of-way must be defined and asked Select Board Members to sign the petition. He stressed that the Town has ownership interest in the area of the right-of-way.

Resident and Protect Sudbury Member Nick Pernice, 255 Peakham Road, read aloud sections of a letter which he submitted to the Select Board today requesting that Board Members sign the citizen's petition. He stressed that the Select Board has a duty to protect the Town's ownership within this right-of-way. Mr. Pernice stated that Eversource is proceeding with questionable methods regarding installation of transmission lines which poses a threat to the health of the Town.

Resident Rebecca Cutting, 381 Maynard Road, thanked the Select Board for sending a letter to USACE (United States Army Corps of Engineers) regarding difficulties associated with the associated MOU (Memorandum of Understanding) and continued conversation with the Sudbury Historical Commission (SHC). Ms. Cutting expressed concern about signing an MOU document that may destroy resources.

Ms. Cutting mentioned the future of the Haynes Garrison building, which is likely older than the Loring Parsonage and barely outside the limit of work, as is the Section House. She stressed that the transmission line project could be modified and Sudbury could be recognized on the US Historic Registry in consideration of rich rail resources and historical features.

An unidentified individual labeled as Jolie Kroffer, spoke of gas pricing and stated the Town needed to do something as a Town to optimize pipe lines.

Resident Jim Gish, 35 Rolling Lane, mentioned that the SHC was not ready to sign such a MOU, and he hoped that the USACE did not ignore the request to continue conversations with the SHC. He recommended that the SHC and the Select Board seek guidance from an attorney specializing in historical aspects.

Resident and SHC Vice-Chair Diana Warren, 32 Old Framingham Road, indicated she was speaking as a Sudbury resident and asked that the Select Board Members sign the resident/landowners petition in effort to support the historical and archeological resources of the Town.

Resident Ellen Gitelman, 19 Raynor Road, expressed her concern about the waterway within the right-of-way and supported the petition.

Vice-Chair Dretler recognized and apologized for the racially derogatory comments being blasted in the Chat function by an individual identified as Ben H.

LS Student Proposal Discussion

Present: Olivia Gottlieb, LSRHS Student

Ms. Gottlieb provided a related slide presentation titled “Free Feminine Products” by her and classmate Liv Bigelow. She stressed that such hygiene products should be regarded as a right and not a privilege and should be made available in the school and other public Town buildings.

Ms. Gottlieb mentioned a similar incentive program in Brookline, which started with a \$40,000 start-up allocation for hygiene product dispensing machines and a maintenance fee of \$7,500 annually thereafter.

Ms. Gottlieb thanked Bethany Hadvab, Town Social Worker, for meeting with her recently to discuss various funding options. Ms. Hadvab strongly agreed that such products be installed in Sudbury Town buildings.

Chair Russo suggested the Select Board compose a letter of support. Vice-Chair Dretler offered to assist Ms. Gottlieb with the proposal.

Board Member Kouchakdjian indicated she would like to see all funding options that might be available.

Board Member Carty agreed that the proposal should be regarded as a necessity.

Board Member Roberts recommended that Ms. Gottlieb contact Ms. Sandra Duran, the Town Facilities Director. Vice-Chair Dretler offered to contact staff regarding the process.

Ms. Bilodeau noted that Ms. Gottlieb and her student group might consider reaching out to the School Committee and the Chamber of Commerce as well.

Vote to appoint Interim Town Manager

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

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

VOTED: To appoint Maryanne Bilodeau as Interim Town Manager as of July 1, 2022; in consideration of what was negotiated.

Project Update from Town Manager Hayes

Town Manager Hayes provided updates on principal Town projects including:

Fairbank Community Center – Staff project lead is Facility Director Sandra Duran. Construction has commenced.

Eversource Litigation – Project lead is KP Law.

BFRT Phase 2D – Staff project lead is Environmental Planner Beth Suedmeyer who will soon be making a project presentation for the Select Board.

Town Hall Restoration/Rehabilitation Design (2017 Town Meeting Article 31) – Project lead is the Permanent Building Committee. No changes since last update.

ADA Self-Assessment & Transition Plan

Lead is Town Manager, Human Resources and Facility Director Sandra Duran. Current budget is \$200,000

Comprehensive Wastewater Management Plan (CWMP) Updates

Lead is DPW Director Dan Nason. Mr. Nason will be providing a formal update to the Select Board shortly.

American Rescue Plan Act - ARPA

Lead is the Select Board. Board Members agreed that ARPA allocation letter could be posted on the Town website.

Fire Station No. 2 Phase 1 – Housing/Living/Office Building

Lead is shared by the Facilities Director, Permanent Building Committee and the Fire Department. Town Manager Hayes noted that seven companies have viewed bidding requisites.

Board Members presented related questions.

Recess

Chair Russo suggested that taking a recess earlier in the meeting and shutting down the recording for a period might disengage the Zoom blasts from continuing.

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

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

VOTED: To recess for five minutes and resume the meeting at 8:45 PM

Meeting was resumed at 8:45 PM.

Remote and Hybrid meeting discussion

Present: Mark Thompson, IT Administrator; Lynn Puorro, Executive Director, SudburyTV

Chair Russo confirmed there was strong support for hybrid and remote meetings to continue beyond July 15, 2022.

Mr. Thompson detailed that the company known as IRT provided an estimate of \$78,000 to install hybrid meeting equipment. He presented several equipment options.

Ms. Puorro said the equipment was tested today and it worked very well. She suggested it might be helpful to conduct some mock meetings before making the purchase.

Board Member Kouchakdjian stressed that individuals with disabilities would be more apt to participate in municipal meetings via remote recording or some form of hybrid meeting.

ARPA and other funds reconciliation discussion

Chair Russo opined about allocating \$78,000 of ARPA funds for hybrid meeting equipment.

Board Member Roberts motioned to allocate \$78,000 from ARPA funds for hybrid meeting technology, as presented by IT Director, Mark Thompson. Vice-Chair Dretler seconded the motion.

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

VOTED: To allocate \$78,000 from ARPA funds for hybrid meeting technology, as presented by IT Director, Mark Thompson

Board Member Carty explained he preferred to wait on the upcoming MA Legislative vote to continue remote meetings.

Vocational Technical School Update

Board Member Kouchakdjian presented an update and noted that because Sudbury withdrew from the Minuteman Vocational School agreement, things have changed. She had reached out to both Sudbury Superintendents, school staff and with the Chair of the Minuteman School Committee. Board Member Kouchakdjian acknowledged that families in Sudbury want a vocational education program.

Board Member Kouchakdjian confirmed she had also contacted the Assabet Vocational School and would continue with further follow-up with that school as well as with Minuteman.

Board Member Carty concurred there was a need for vocational education for Sudbury students and recommended that consideration be given to more schools than just Minuteman.

Chair Russo indicated he wanted to see comparative assessments, and wanted questions posed by the Board to be answered.

Board Member Kouchakdjian said she would report back to the Board after she reached out to four or five schools in the area.

Board Member Roberts stressed the importance of considering which schools are accepting new students, what the tuition is, and where is the school in proximity to Sudbury.

Update on Status of Town Manager Search Firm RFP

Chair Russo confirmed that the RFP (Request for Proposals) for a Town Manager Search Firm was released, and the Board is waiting to review submissions. He noted that all bids would be submitted by July 21st, and then the evaluation process would begin. He added that depending on the number of bidders it might take longer.

Assistant Town Manager Bilodeau suggested Board members review their summer calendars for meeting availability. Board Member Roberts recognized the time commitment from staff.

Discuss topics to be assigned for Summer 2022 – Select Board Newsletter

Board Members chose the following Newsletter topics:

- Board Member Carty – Sudbury Food Pantry
- Board Member Kouchakdjian – Vocational Education Opportunities
- Chair Russo – Electronic voting at Town Meeting
- Board Member Roberts – Sustainability in light of article 58
- Vice-Chair Dretler - BFRT Update

Town Manager Hayes stated that Newsletter Articles are due by July 18th, and recommended that any related images be presented at the time of article submission.

Vote to review and possibly approve the open session minutes of 5/17/22

Chair Russo moved 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, Roberts-aye, Kouchakdjian-aye, Carty-aye, Russo-aye

VOTED: To approve the open session minutes of 5/17/22, as edited.

Upcoming Agenda Items

7/12/22 Meeting:

- DEI Commission – potential extension of term
- Comprehensive Wastewater Management Hearing
- Eversource Public discussion– MOA and Service Transportation aspect
- BFRT Decisions

Future agenda items:

- Haynes Meadow House for future meeting - Board Member Kouchakdjian
- Revote the appointment policy – per Board Member Roberts
- Civic project process for students with new Town Meeting articles
- Town Meeting Article 29 Actions – new historic districts

Citizens Comments (cont.)

None

Vice Chair Dretler suggested that Citizen’s Comments be called “Resident’s Comments” going forward. Board Member Kouchakdjian recommended the title “Public Comment.”

Consent Calendar

Vote to approve the FY23 amendment extending the contract between the MetroWest Regional Transit Authority and the Town of Sudbury to provide transportation services for elderly and disabled persons

through the Council on Aging effective July 1, 2022, as requested by Debra Galloway, Senior Center Director, said Agreement to be executed by the Town Manager

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; Carty-aye, Dretler-aye, Roberts-aye, Kouchakdjian-aye, Russo-aye

VOTED: To approve the FY23 amendment extending the contract between the MetroWest Regional Transit Authority and the Town of Sudbury to provide transportation services for elderly and disabled persons through the Council on Aging effective July 1, 2022, as requested by Debra Galloway, Senior Center Director, said Agreement to be executed by the Town Manager.

Vote to approve the FY23 contract between the Town on behalf of the Goodnow Library (Participant) and Minuteman Library Network, Inc. for the purchase, installation and maintenance of telecommunications equipment provided to the Goodnow Library for participation in the Network, effective July 1, 2022, as requested by the Goodnow Library Director, said Agreement to be executed by the Town Manager

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; Carty-aye, Dretler-aye, Roberts-aye, Kouchakdjian-aye, Russo-aye

VOTED: To approve the FY23 contract between the Town on behalf of the Goodnow Library (Participant) and Minuteman Library Network, Inc. for the purchase, installation and maintenance of telecommunications equipment provided to the Goodnow Library for participation in the Network, effective July 1, 2022, as requested by the Goodnow Library Director, said Agreement to be executed by the Town Manager.

Vote to appoint Kathleen Precourt, 63 Harness Lane, to the Sept. 11 Memorial Garden Oversight Committee for a term expiring 5/31/25

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; Carty-aye, Dretler-aye, Roberts-aye, Kouchakdjian-aye, Russo-aye

VOTED: To appoint Kathleen Precourt, 63 Harness Lane, to the Sept. 11 Memorial Garden Oversight Committee for a term expiring 5/31/25.

Adjourn

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; Carty-aye, Dretler-aye, Roberts-aye, Kouchakdjian-aye, Russo-aye

VOTED: To adjourn the meeting

There being no further business, the meeting adjourned at 11:07 PM

SUDBURY SELECT BOARD

WEDNESDAY, JULY 6, 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 Jen Roberts, Interim Town Manager Maryanne Bilodeau

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: Carty-present, Kouchakdjian-present, Roberts-present, Dretler-present, Russo-present

Opening Remarks by Chair

Chair Russo stated he would hold his remarks until the next Board meeting.

Reports from Interim Town Manager

- Health Director expects increased COVID rate; test kits are available
- State Legislation and Governor Baker could extend government remote meetings to December, 2022 or sometime in 2023.
- ARPA page has been updated on the Town website, as well as all other Town project updates
- Water Chestnut treatment/removal at Stearns Mill Pond and Carding to take place in next two weeks

Reports from Select Board

Board Members decided to forego reports.

Citizen's Comments

None

Discussion and possible vote to create and release a statement related to recent Zoom bombing of a meeting and condemning any form of racism, discrimination, or intolerance

Present: Nuha Muntasser, Co-Chair of DEI; Nalini Luthra, Co-Chair of DEI

Chair Russo confirmed that the last Select Board meeting on June 28, 2022 was bombarded with Zoom display of racial slurs and profanities. He stated that the Board would now discuss:

1. What happened
2. How to respond to what happened
3. What to expect in the future, and how to plan for what could happen

Chair Russo stressed the purpose involved restoring trust that such incidence would not occur again, and note that Police and IT are studying the matter. He noted that Chat functions are being updated so this cannot happen again.

Chair Russo confirmed that he discussed the matter with former Town Manager Hayes, Interim Town Manager Bilodeau, Police Chief Nix, DEI (Diversity, Equity and Inclusion) Commission members, and the Town residents.

Board Members reviewed Statement #1 and Statement #2.

Vice-Chair Dretler was in favor of Statement #1, and indicated that she would not mind eliminating the Chat function.

Board Member Carty said the occurrence was intolerable, especially in consideration of the repeated use of hateful racial slurs on the last Select Board meeting attended by former Town Manager Hayes. He agreed with Vice-Chair Dretler regarding elimination of the Chat function, and he indicated he would prefer to eliminate the Q&A function as well.

Board Member Carty acknowledged his drafting of Statement #2 which further detailed specifics about the incident. He noted that about a year ago an antisemitic incident took place and a month ago a Family Pride Month related comment was made.

Board Member Roberts agreed that the recent event was a very disturbing and hateful event, and does not represent the values of Sudbury. She asked about Town counsel guidance in relation to recent incidents. Interim Town Manager Bilodeau responded that Town Counsel confirmed that the Chat function could be removed, and the Open Meeting Law would not be violated with this in mind.

Board Member Roberts agreed with eliminating the Chat function.

Chair Russo commented that the Sudbury Public School Committee did not use Chat or Q&A functions at their meetings.

Ms. Roberts stated she favored both draft statements.

Board Member Kouchakdjian echoed the Chair's statements, adding that she maintained a zero-tolerance level regarding this type of activity and was relieved to see that the Police are being involved to the extent of the law. She opined that the IT department might start capturing IT addresses. Board Member Kouchakdjian agreed with the removal of the Chat function.

Board Member Roberts stated she and former Select Board member Schineller worked on the remote meeting policy, and could amend that policy in light of recent events. Board Member Carty recommended that Town Counsel be consulted first.

Nuha Muntasser, Co-Chair of DEI, thanked the Select Board, Chief Nix, Mark Thompson and Town staff for their efforts. She encouraged the Select Board to release a statement which must clearly address what happened against the Black community. She agreed with utilizing the letter of the law to prosecute. She offered assistance by the DEI. Ms. Muntasser suggested victims reach out to the DEI.

Nalini Luthra, DEI Co-Chair agreed with Nuha and indicated that the Board's message must address details specific to the incident and must consider people of color at this time. She stressed that this message must not be minimized, and Town Manager Hayes was targeted at this meeting. She agreed about eliminating the Chat

function, adding that these words reflected a hate crime, and if it were a meeting in person, it would result in an arrest.

Resident and member of Racial and Social Justice Sue Abrams, 24 Hudson Road, noted that the Select Board was quick to respond to the hateful event. She stressed that all Town Committees should get guidance if this should happen again.

Vice-Chair Dretler recommended that Statement #1 be edited by adding language focusing on the Black community.

Chair Russo stated he was taking DEI comments seriously and proceeded to eliminate much of the language in Statement 1. Chair Russo suggested that Board Member Carty continue to draft the statement and work with other related parties in Town. Dan confirmed he was not able to do so in the next few days, due to upcoming obligations.

Chair Russo requested that Board Member Roberts continue with finalization statement process, and speak with Chief Nix, collect resources from Sudbury for Racial Injustice, DEI, and the Town Social Worker, when making updates as discussed this evening.

Both Vice-Chair Dretler and Board Member Roberts recommended that links to other statements by the Board be included.

Vice-Chair Dretler asked if best practice materials could be distributed to other Town Boards and Committees should this happen at their meetings. Interim Town Manager Bilodeau stated that IT could send such guidelines, and she would follow-up with Town Counsel before Board Members proceeded.

Vice-Chair Dretler mentioned the Tuft Guidelines for such Zoom bombs:

- Should always have a plan
- Preserve information (do not delete the Chat in this case)
- Report the incident immediately
- Respond in the moment
- Notify the Community

Resident Susan Berry, 4 Dawson Drive, agreed with elimination of the Chat, and confirmed she was still able to see the Chat function at her end.

DEI members stated they would be willing to work with Board Member Roberts in the next couple of days.

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

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

VOTED: To remove the Chat function during Select Board meetings, as discussed

Citizen's Comments (cont.)

No public comments

Chair Russo stated the discussion would be considered at the next Select Board meeting of 7/12/22.

Discussion and possible vote on potential events, activities, or actions reaffirming Sudbury's support for diversity, equity, inclusion, and justice within the community and condemning any expression of hate, prejudice, intolerance, or discrimination against any individual or group.

Chair Russo confirmed that this agenda item had been covered.

Adjourn

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

VOTED: To adjourn the meeting

There being no further business, the meeting was adjourned at 8:36 PM

**Sudbury Select Board
Joint meeting with Sudbury Public School Committee
August 15, 2022
Virtual Meeting
7:00 PM**

Sudbury Public School Committee Members Present: Silvia Nerssessian, Chair; Meredith Gerson, Vice Chair; Mandy Sim; Sarah Troiano

Also present: Brad Crozier, Superintendent; Kim Swain, Assistant Superintendent; Don Sawyer, SPS Director of Business and Human Resources

Select Board Members present: Charles Russo, Chair; Daniel Carty, Member; Lisa Kouchakdijan, Member; Jennifer Roberts, Member

Regular Session Meeting

Special Matters

Vote to Open Joint Meeting with Sudbury Select Board

Chair Silvia Nerssessian motioned to open the Sudbury School Committee's Joint Meeting with the Sudbury Select Board. Mandy Sim seconded.

ROLL CALL VOTE

Meredith Gerson: Aye

Mandy Sim: Aye

Sarah Troiano: Aye

Silvia Nerssessian: Aye

VOTE: 4-0. Motion carries.

Select Board Chair Charlie Russo motioned to open the Select Board's Joint Meeting with the Sudbury School Committee. Jennifer Roberts seconded.

ROLL CALL VOTE

Daniel Carty: Aye

Jennifer Roberts: Aye

Lisa Kouchakdijan: Aye

Charlie Russo: Aye

VOTE: 4-0. Motion carries.

Welcome and Interview applicants for School Committee Vacancy

Chair Silvia Nerssessian thanked the Select Board for being in attendance at the meeting and then reviewed the process for interviewing the School Committee Candidates.

Chair Nerssessian welcomed applicant, Ravi Simon, to the meeting. Ravi took the opportunity to explain to the Committee why he applied for the position, gave examples of his background and how he believes he will be beneficial to the Committee.

The Committee then shared the applicant questions with Mr. Simon who shared his responses with the Committee.

Chair Nerssessian welcomed applicant, Nicole Burnard, to the meeting. Ms. Burnard took the opportunity to share her background with the Committee and how she believes her experience will benefit her potential role on the

Committee.

The Committee shared the applicant questions with Ms. Burnard who then shared her responses with the Committee.

Discuss and Vote to Appoint New School Committee Member in Accordance with School Committee Policy BBBE and M.G.L.41:11

Sarah Troiano made a motion to appoint Nicole Burnard to the Sudbury School Committee. Mandy Sim seconded.

The School Committee and the Select Board began deliberations and shared their opinions on the candidates. Committee members also shared their opinions on the needs of the School Committee and the experience that would benefit the work of the Committee.

ROLL CALL VOTE:

Meredith Gerson: Aye
 Mandy Sim: Aye
 Sarah Troiano: Aye
 Silvia Nerssessian: Aye
 Daniel Carty: Aye
 Jennifer Roberts: Aye
 Lisa Kouchakdjian: No
 Charlie Russo: Aye
 VOTE: 7-1. Motion carries.

Vote to Close Joint Meeting with Sudbury Select Board

Chair Silvia Nerssessian motioned to close the Sudbury School Committee's Joint Meeting with the Sudbury Select Board. Sarah Troiano seconded.

ROLL CALL VOTE:

Meredith Gerson: Aye
 Mandy Sim: Aye
 Sarah Troiano: Aye
 Silvia Nerssessian: Aye
 VOTE: 4-0. Motion carries.

Chair Charlie Russo motioned to adjourn the Select Board's Joint Meeting with the Sudbury School Committee. Jennifer Roberts seconded.

ROLL CALL VOTE:

Daniel Carty: Aye
 Jennifer Roberts: Aye
 Lisa Kouchakdjian: Aye
 Charlie Russo: Aye
 VOTE: 4-0. Motion carries.



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

MISCELLANEOUS (UNTIMED)

10: 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

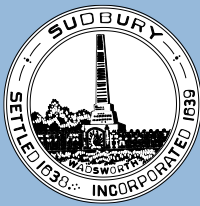
09/13/2022 7:00 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING/EVENT	DESCRIPTION
Sept. 27	KPI updates
	DEI update and mission statement
Oct. 11	Meet with SudburyTV annual update
Date to be determined	Joint meeting with Planning Board (Sept/Oct)
	Master Plan Update (per Chair Russo)
	Discussion on whether to extend DEI commission (by 9/30/22)
	Housing trust bylaw
	Capital Process
	Citizen Leadership Forum (Govt and how it works)
	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/October
	SB self-evaluation process individually and collectively (Lisa K)
	SudburyTV annual update – October/November
	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 10.a: Upcoming items 09.13.22 (5407 : Upcoming agenda items)

Standing Items for All Meetings	Select Board requests for future agenda items at end of meeting	10.a
	Public Comments, continued (if necessary)	



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

CONSENT CALENDAR ITEM

11: Approve 2 year contract with Girard & Associates for QA/QI Svcs

REQUESTOR SECTION

Date of request:

Requestor: Fire Chief John Whalen

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

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

Background Information:

This contract will continue services which originally commenced in 2015.

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

09/13/2022 7:00 PM

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

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

1. GA OBLIGATIONS

a. Administer an Education-based EMS Quality Improvement Program

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

2. COMPENSATION AND PAYMENT SCHEDULE

- a. Subject to appropriation or availability of other funds, TOWN shall compensate GA according to the following payment schedule:
 - i. Total Compensation for: July 1, 2022 to June 30, 2024 is \$35,600; payments of \$4,450.00 are due on or before July 1, 2022, October 1, 2022, January 1, 2023, and April 1, 2023, July 1, 2023, October 1, 2023, January 1, 2024 and April 1, 2024, respectively.
 - ii. Expenses, including travel, are included in this Agreement.
- b. Withholding; Other Benefits
 - i. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. GA shall be solely responsible for reporting and paying any such taxes. The TOWN shall not provide GA with any coverage or participation in the TOWN's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided.

3. DURATION OF THE AGREEMENT

- a. The term of this Agreement shall be from July 1st, 2022 to June 30th, 2024 unless terminated in accordance with Section 9 or extended in accordance with Section 10.

4. CONFIDENTIALITY

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

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

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

5. INTELLECTUAL PROPERTY

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

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

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

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

6. GA REPRESENTATIONS, WARRANTIES, AND LIABILITY

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

7. COVENANTS

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

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

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

8. SEVERABILITY

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

9. TERMINATION

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

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

- c. Procedure Regarding Cure. In the event that a Party has failed to perform its obligations under this Service Agreement, the Parties agree that the non-performing Party shall have the opportunity to cure the failure to perform prior to a Termination for Cause. Therefore, prior to issuing a written notice of termination, each Party agrees to proceed in the following manner, working, in good faith, to address the circumstances that led to the failure to perform:
1. The Party seeking to address an area of concern shall give written notice to the non-performing Party.
 11. The non-performing Party shall be given fifteen days within which to satisfactorily address the concern and begin implementation of the agreed upon course of action. If necessary under the circumstances, the complete implementation of the agreed upon course of action may take more than fifteen days but may not exceed thirty days.
 - iii. If the non-performing Party fails to comply with the agreed upon course of action on the appropriate timetable, the other Party issue a notice of Termination for Cause.
 - 1v. Upon the issuance of a notice of Termination for Cause, the Parties may meet to discuss the steps required to facilitate an orderly transition in connection with the termination and shall agree upon a transition plan ("Termination Transition Plan") that shall address timing of the termination of Services, employee communication, reconciliation of fees, and licenses for continued use of GA intellectual property if applicable. Any disputes that arise during these procedures and cannot be resolved by good faith dialogue among the Parties may be resolved through a mutually agreed upon alternative dispute resolution plan adopted by the Parties.

10. APPROPRIATION

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

11. INDEPENDENT CONTRACTOR STATUS

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

12. INSURANCE

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

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

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

13. MISCELLANEOUS

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

14. PRIVILEGE ISSUES

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

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

15. BREACH REIMBURSEMENT

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

16. COMPLIANCE

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

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

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

17. FORCE MAJEURE

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

18. PROCUREMENT PROCESS

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

19. CERTIFICATE OF NON-COLLUSION

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

16. COUNTERPARTS

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

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

Town of Sudbury (TOWN)

Girard & Associates LLC, (GA)

By: _____

By: Paul Girard

Duly Authorized Representative

Paul Girard

Dated:

Dated: 07/18/2022

Attachment 1.a: Girard Associates Sudbury QA Contract 2022 - 2024 (5438 : Approve 2 year contract with Girard & Associates for QA/QI Svcs)

Exhibit A

Business Associate Agreement

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

1. Permitted Uses and Disclosures by Business Associate

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

2. Obligations of Covered Entity

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

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

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

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

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

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

4. Term and Termination

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

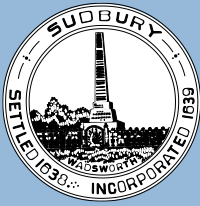
(3) The parties hereto understand and agree that the terms of this Business Associate Agreement are reasonable and necessary to protect the interests of the Covered Entity and the Business Associate. The parties further agree that the Covered Entity would suffer irreparable harm if the Business Associate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

5. Miscellaneous

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

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

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CONSENT CALENDAR ITEM

12: Approve contract with Pare Corp for eng services at heritage park

REQUESTOR SECTION

Date of request:

Requestor: Dan Nason DPW Director

Formal Title: Approve award by the Town Manager of a contract between the Town and PARE Corporation for engineering services to be performed relative to Cricket Pond in Heritage Park pursuant to Contractor’s proposal (number GP288.22) dated August 5, 2022, in the amount of \$26,500, and further, to execute all documents relative to said contract inclusive of amendments, if any.

Recommendations/Suggested Motion/Vote: Approve award by the Town Manager of a contract between the Town and PARE Corporation for engineering services to be performed relative to Cricket Pond in Heritage Park pursuant to Contractor’s proposal (number GP288.22) dated August 5, 2022, in the amount of \$26,500, and further, to execute all documents relative to said contract inclusive of amendments, if any.

Background Information:

Cricket Pond, located in Heritage Park behind the Hosmer House, has become heavily silted over the years from the various drain points and overland flow which discharges into it. The results of this siltation has caused the pond to lose much of its storage capacity, causing it to be too shallow for the installation of the fountain as typically performed by the Public Works Department. In order to properly mitigate this situation, the pond needs to be dredged. The attached proposal and associated contract outlines the scope to evaluate and quantify the work required to dredge (and removal of the dredged material) Cricket Pond.

Financial impact expected:Funded within DPW FY23 operating budget

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

09/13/2022 7:00 PM

August 5, 2022

Mr. Daniel Nason
Town of Sudbury
Public Works Department
275 Old Lancaster Road,
Sudbury, MA 01776

Re: **Cricket Pond Dredging
Preliminary Evaluation
Sudbury, Massachusetts**
(Pare Proposal No. GP288.22)

Dear Mr. Nason:

In response to your comments, Pare Corporation (Pare) is pleased to provide the Town of Sudbury, Massachusetts (Client) with this Revised Technical Proposal to provide for preliminary evaluation, resource area identification, and permitting for dredging and removal of dredged material at Cricket Pond, located in the historic Heritage Park. This proposal is subject to the attached terms and conditions which are an integral part of this proposal. Our response to your comments follows and is further incorporated in this revised proposal under the relevant tasks.

- In addition to the Wetlands Protection Act under MGL c.131, ss. 40 and its implementing regulations at 310 CMR 10.00, Pare will review and adhere to the Town of Sudbury Article XXII Wetlands Administration Bylaw and its Regulations (dated September 24, 2017) under Task 200, Permitting Implications.
- A preliminary review of priority habitat under the Natural Heritage and Endangered Species Program (NHESP) for the preparation of this proposal indicates the presence of such habitat at or adjacent to the proposed area is unlikely. Pare will continue to reassess and determine applicability to be summarized under Task 300, Findings Report.
- It is anticipated that proposed design improvements would not necessitate the need to modify downstream sources tributary to Cricket Pond; therefore no delineation of these resource areas is suggested.

SCOPE OF WORK (Basic Services)

The following scope of work presents the anticipated effort to undertake the proposed evaluations and designs.

Task 100: Data Collection

Wetland Delineation and Report

Pare will review available data and will delineate the regulated resource areas to be affected by the maintenance dredging, including site access and anticipated staging areas. The delineations will be performed in accordance with the current delineation criteria set forth in the Regulations of the Massachusetts Wetlands Protection Act and will be consistent with the Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0). Based on our current understanding of the project area, the





Mr. Daniel Nason

(2)

July 15, 2022

resource areas to be delineated are expected to include the Banks of Cricket Pond and the outlet channel, and potential Bordering Vegetated Wetlands (BVW) in the vicinity of the pond. Pare will GPS-locate the flags using a handheld unit with sub-meter accuracy. Pare will prepare a Wetland Delineation Report suitable for use in permit applications that will include a description of the site and wetlands, a site location map on USGS base, an annotated aerial photograph, a copy of the FEMA Flood Insurance Rate Map, ground level photographs, and ACOE wetland delineation forms.

Aerial Drone Survey

Pare will complete an aerial drone survey of the pond and surrounding area of the park from Route 27 to Concord Road for development of a general plan to facilitate analyses. To augment the aerial survey, Pare will access the manholes w for the drainage systems leading to the pond to verify pipe sizes and survey invert elevations.

Bathymetric Survey

Pare will complete a survey of the pond bottom. Given the small size of the pond and shallow depth a conventional survey will be completed measuring the top of the sediment and bottom of sediment as determined by push rod on a grid no less than 20 feet by 20 feet.

Sediment Quantification

Pare will complete a program of probes within the limits of the impoundment. The probes will measure and record the depth of the existing mud line and the depth to refusal on hard bottom, which will be assumed to be the natural pond bottom. Probe locations will be recorded utilizing a handheld GPS device with sub meter accuracy. Based upon the measurements recorded during this probe program, Pare will develop a level of magnitude estimate of the volume of sediment within the impoundment.

Desktop Due Diligence

Pare will perform a limited desktop due diligence review to identify current and past land uses, as well as historical releases of petroleum or hazardous materials, that may have impacted sediment within the pond. Due to the anticipated size of the watershed, the due diligence will be generally limited to an area within 1-mile of the impoundment. As a starting point for our desktop due diligence, Pare will obtain a radius map report from Environmental Data Resources (EDR), which provides a database listing of known hazardous waste sites and oil/hazardous material releases within a pre-defined search radius. Based on the information provided in the EDR report, Pare may select certain files or sites for further review at the Massachusetts Department of Environmental Protection. In addition, Pare will contact the local fire department to identify if they have any knowledge of a specific release in the area that could have impacted sediment. Pare will also contact the local planning department to identify current and historic land use patterns in the watershed, with specific emphasis on identifying current and historic industrial and agricultural uses.

From the information obtained during the desktop due diligence, Pare will adjust the sediment characterization program outlined below. The types of modifications that may result from the desktop due diligence may include an increase in the number of sediment samples collected, a modification to the location of the samples, and an expanded suite of analytical parameters. Modifications will be presented through a contract addendum, if required.



Mr. Daniel Nason

(3)

July 15, 2022

Sediment Characterization

Pare will collect up to two (2) core samples of sediment from within the existing impoundment for physical and chemical analysis. For the purposes of this proposal, it has been assumed that laboratory testing will include the following analyses, as required for a Dredge Water Quality Certification, where greater than 10 percent of the material passes the #200 sieve:

- Arsenic
- Cadmium
- Chromium
- Copper
- Lead
- Mercury
- Nickel
- Zinc
- PCBs (polychlorinated biphenyls)
- PAHs (polynuclear aromatic hydrocarbons)
- TPH (total petroleum hydrocarbons)
- EPH (extractable petroleum hydrocarbons)
- Volatile solids (percent)
- Water (percent)
- Grain size analysis – #4 to #200 sieve

The samples will also be collected for toxicity characteristic leaching procedure (TCLP) analysis and chromium speciation. These samples will be placed on hold with the laboratory and only analyzed if the concentrations of metals or organic compounds exceed the theoretical concentration at which TCLP criteria may be exceeded. Additional testing requirements, if any, which become apparent during the progression of the sediment sampling and evaluation process, will be completed as an additional service if requested by the Town. Analysis for any TCLP parameter would be considered an additional service. If the sampling program is modified as a result of the desktop due diligence, Pare will modify this scope and corresponding fee accordingly.

Upon receipt of the analytical data, Pare will compare the data to the regulatory limits. The data will be compiled and presented in a table, which will be included in the data summary submission and final project report. Our review of the data relative to these standards will support our evaluation of future handling and disposal of dredge material from the reservoir.

Task 200: Permitting Implications

Pare will review the permitting requirements for the project. As a dredge project for a pond reportedly created in 1974 within a mapped historic district, it is anticipated that a number of permits will be required. As such Pare will review and discuss the applicability of:

- Notice of Intent (WPA) –Sudbury Conservation Commission/DEP
 - Habitat Evaluation
 - Status as a Limited Project under the Wetlands Protection Act 10.53



Mr. Daniel Nason

(4)

July 15, 2022

- Notice of Intent - Town of Sudbury Article XXII Wetlands Administration Bylaw and its Regulations (dated September 24, 2017)
- Dredge Water Quality Certification – DEP
- Army Corps of Engineer 401
 - Status as a self-verification project under the current general permit
- Massachusetts Environmental Policy Act (MEPA)
 - Applicability of public participation program requirements
- Natural Heritage and Endangered Species Program
- Historical Commission

Task 300: Findings Report

Pare will prepare a findings report that includes:

- Description of pond and associated resource areas.
- Summary and plan of the bathymetric and sediment survey inclusive of discussion of the laboratory results.
- Discussion of conceptual design to address/reduce future sedimentation with concept plans
- Discussion/matrix of permitting requirements and potential timeline.
- Discussion of NHESP priority habitat applicability
- Discussion of next steps and opinion of probably construction cost

ACTIVITIES NOT INCLUDED IN THIS PROPOSAL

The following activities are not included as part of this proposal. Should it be determined that these activities are necessary; Pare can undertake these activities as additional services through a contract addendum.

- Design of the dredging
- Design of drainage improvements
- Preparation and submission of permit applications
- Preparation of construction documents
- Construction Administration / Observation

TASKS TO BE PERFORMED BY THE CLIENT

During the inspection, some information and tasks will need to be provided or performed by the Client. This includes the following:

1. Providing access to all areas of the site.
2. Copies of any previous reports, inspections, or other historical information regarding the site.
3. Records of water levels and instrument readings, if any.

BASIS OF CHARGES AND CONDITIONS OF ENGAGEMENT

The Town of Sudbury (herein also referred to as “Client”) shall pay Pare for Basic Services rendered as described above accrued time and expenses.

Rates for personnel categories and for reimbursable expenses are shown on the attached Schedule of Fees. The conditions of engagement are detailed in the attached Statement of Terms and Conditions (Exhibit B), which is an integral part of this proposal.



Mr. Daniel Nason

(5)

July 15, 2022

Invoices for services rendered and expenses incurred will be processed through the last Friday of each month and are due and payable upon receipt. ~~Invoices not paid within thirty (30) days of the invoice date shall be subject to a one and one-half percent (1.5%) per month interest charge.~~ In addition, for contracts more than thirty days in arrears for payment, Pare may, with seven days written notice, suspend services.

Pare reserves the right to renegotiate or adjust the fee accordingly if its Proposal for Service is not accepted within a ninety (90) day period.

PERIOD OF SERVICE

The time period for performance of the services set forth in the Scope of Services shall be 120 days from receipt of a signed contract/notice to proceed. Additional services may materially add to the time required to complete the work of the Project. Pare Corporation will be entitled to an equitable adjustment in the Period of Service as a result of services added.

ANTICIPATED CHARGES

Based upon the defined scope of work presented above, Pare anticipates completing the Scope of Services described above for the lump sum fee of \$26,500.

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized that unforeseen conditions, which become evident during the course of the studies, may alter or increase the effort required. You will be notified of any changes requiring an increase in budget, and we will not exceed the recommended budget without your prior approval.

Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to call us at 508.543.1755.

Sincerely,

PARE CORPORATION

J. Matthew Bellisle. P.E.
Chief Operating Officer



Mr. Daniel Nason

(6)

July 15, 2022

Enclosures: Statement of Terms & Conditions
Schedule of Fees

This Proposal for Services and referenced Statement of Terms and Conditions are hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act for, and in the name, and on behalf of the Town of Sudbury

RECOMMEND APPROVAL _____
TOWN OF SUDBURY MASSACHUSETTS

By:

Daniel Nason
Director, Public Works Department

Attachment 12.a: Proposal Cricket Pond Dredging Sudbury MA-REVISED 08-05-2022 (5439 : Approve contract with Pare Corp for eng services at

AGREEMENT BETWEEN TOWN OF SUDBURY AND PARE CORPORATION

THIS AGREEMENT for preliminary evaluation, resource area identification, and permitting for dredging and removal of dredged material at Cricket Pond, located in the historic Heritage Park. for the Town of Sudbury (hereinafter referred to as the "Project"), is made the _____ day of September, 2022 by and between Pare Corporation with a usual place of business at 10 Lincoln Road, Suite 210, Foxboro, MA 02035, 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) Proposal NO: GP288.22 dated August 5, 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 Proposal NO: GP288.22 dated August 5, 2022– Scope of Services, Fees, and Schedule 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 the sum not to exceed \$26,500.

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 reimburse 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:
Pare Corporation
J. Matthew Bellisle, P.E.
Senior Vice President
10 Lincoln Road, Suite 210
Foxboro, MA 02035

ARTICLE 8. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle 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. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. Automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$1,000,000 combined single limit
- (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 for professional liability and 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.

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.

PARE CORPORATION

J. Matthew Bellisle, P.E., Senior Vice President

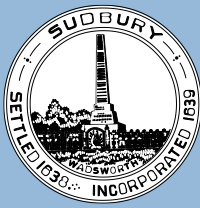
Dated: _____

TOWN OF SUDBURY

Maryanne Bilodeau, Interim Town Manager

Dated: _____

Attachment12.b: PARE Cricket Pond Dredging Agreement (5439 : Approve contract with Pare Corp for eng services at heritage park)



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

CONSENT CALENDAR ITEM

13: DEI resignation acceptance

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept the resignation of Paula Hudson, 20 Adams Road, from the Diversity, Equity, and Inclusion Commission, effective immediately, and send a thank you letter for her service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignation of Paula Hudson, 20 Adams Road, from the Diversity, Equity, and Inclusion Commission, effective immediately, and send a thank you letter for her service to the Town.

Background Information:
attached email

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

09/13/2022 7:00 PM

From: [Paula Verma](#)
To: [Town Clerk](#); [Klein, Beth](#); [Town Manager](#); [Bilodeau, Maryanne](#); [Select Board](#); [Diversity, Equity, and Inclusion Commission](#)
Subject: Official Resignation - SDEIC
Date: Monday, September 5, 2022 6:09:27 PM

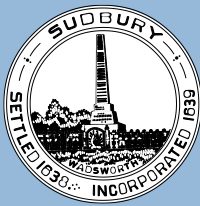
Hello,

I am writing to formally confirm my intent to resign from my position on the Sudbury DEI Commission, effective immediately.

As I have just welcomed baby girl #3, I wanted to combine my maternity leave with “leave” from SDEIC as well. I do hope to re-join the commission should another opportunity become available in the future, and look forward to all of the great progress the commission has made, and the positive impact it will continue to make.

Best regards,
Pallavi (Paula) Hudson

Attachment13.a: Official Resignation - SDEIC (5449 : DEI resignation acceptance)



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

CONSENT CALENDAR ITEM

14: DEI Resignation - Abrams

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept the resignation of Susan Abrams, 24 Hudson Road, from the Diversity, Equity, and Inclusion Commission, effective immediately, and send a thank you letter for her service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignation of Susan Abrams, 24 Hudson Road, from the Diversity, Equity, and Inclusion Commission, effective immediately, and send a thank you letter for her service to the Town.

Background Information:
attached resignation email

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

09/13/2022 7:00 PM

From: sue abrams <sueabrams2@gmail.com>

Date: August 24, 2022 at 4:53:58 PM EDT

To: Nuha Muntasser <nmuntasser95@gmail.com>, Joanna Rees <joannarees@gmail.com>, "Russo, Charlie" <RussoC@sudbury.ma.us>, "Bilodeau, Maryanne" <BilodeauM@sudbury.ma.us>, Town Clerk <clerk@sudbury.ma.us>

Subject: DEI Commission resignation

August 24, 2022

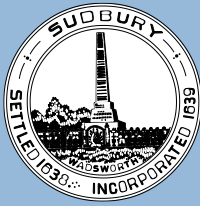
Please accept this letter as my resignation from the Diversity, Equity and Inclusion Commission.

I am proud to have been among the first members of the commission and applaud the work that they are doing. I will continue to work to advance the mission of the commission through my involvement with other, like-minded organizations.

Thank you for the opportunity to serve on the commission for the past year.

Best,

Sue Abrams



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

CONSENT CALENDAR ITEM

15: Appoint members to wireless subcommittee

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Vote to appoint members Janie Dretler and Dan Carty to the Small Wireless Subcommittee for a term expiring 5/31/23.

Recommendations/Suggested Motion/Vote: Vote to appoint members Janie Dretler and Dan Carty to the Small Wireless Subcommittee for a term expiring 5/31/23.

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

09/13/2022 7:00 PM



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

CONSENT CALENDAR ITEM

16: Approve MBTA designee

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to appoint Board member Dan Carty as Sudbury's designee to the MBTA Advisory Board for a term expiring 5/31/23.

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

09/13/2022 7:00 PM



August 18, 2022

Charles Russo
Chair, Select Board
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01775

Dear Chair Russo:

Enclosed please find an informational brochure about the MBTA Advisory Board. The Advisory Board works for you, and as the chief executive officer of an MBTA community, you are a member of the organization, *ex officio*. You may also appoint a designee or designees to represent you, and your community on the Advisory Board. Our records indicate that the following individual(s) is(are) your designee(s):

Vacant

If this is incorrect, or to fill the vacancy, please contact me at bkane@mbtaadvisoryboard.gov, or write to me at the address below. I also invite you to visit www.mbtaadvisoryboard.org. Thank you and please enjoy the remainder of summer.

Sincerely,

Brian Kane
Executive Director

177 Tremont Street, FL 4
Boston, MA 02111
www.mbtaadvisoryboard.org

2022 AUG 22 P 12:15
RECEIVED
TOWN OF SUDBURY, MA

Attachment16.a: MBTA Advisory Board_Kane (5453 : Approve MBTA designee)

From: [Kane, Brian](#)
To: [Golden, Patricia](#)
Subject: RE: MBTA designee - Town of Sudbury MA
Date: Tuesday, September 6, 2022 12:17:52 PM

This is sufficient. Thank you

 Brian Kane
 Executive Director
 MBTA Advisory Board
 177 Tremont Street, 4th Floor
 Boston, MA 02111
 Cell: 617-680-9144
<http://www.mbtaadvisoryboard.gov>

From: Golden, Patricia <GoldenP@sudbury.ma.us>
Sent: Monday, August 29, 2022 1:06 PM
To: Kane, Brian <BKane@MBTAADVISORYBOARD.GOV>
Subject: FW: MBTA designee - Town of Sudbury MA

From: Golden, Patricia
Sent: Monday, August 29, 2022 12:51 PM
To: 'info@mbtaadvisoryboard.com' <info@mbtaadvisoryboard.com>
Subject: MBTA designee - Town of Sudbury MA

Dear Mr. Brian Kane,

Our Select Board chair has changed in 2022. Do you require an updated letter? The authorized designee is still Daniel Carty.
 Please advise.

Thank you for your consideration.

Patty Golden
 Senior Admin. Assistant to the Town Manager
 Town of Sudbury
 278 Old Sudbury Road
 Sudbury, MA 01776
 Ph: 978-639-3382
 Fax: 978-443-0756
www.sudbury.ma.us

Office Hours:

Attachment 16.b: RE_ MBTA designee - Town of Sudbury MA (5453 : Approve MBTA designee)

Mon, Wed, Thur 8:30 am – 5:00 pm

Tues 8:30 am – 7:00 pm

Fri 8:30 am – 12:30 pm

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



SUDBURY SELECT BOARD

Tuesday, September 13, 2022

CONSENT CALENDAR ITEM**17: Accept easement and covenant 105 Boston post rd**REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: Vote to accept the Declaration of Restrictive Covenants and Grant of Easement regarding the Stormwater Management System for the property at 105 Boston Post Road subject to the Stormwater Management Permit issued for the property.

Recommendations/Suggested Motion/Vote: Vote to accept the Declaration of Restrictive Covenants and Grant of Easement regarding the Stormwater Management System for the property at 105 Boston Post Road subject to the Stormwater Management Permit issued for the property.

Background Information:

The Planning Board issued a decision to grant a Stormwater Management Permit for the property at 105 Boston Post Road. Condition II.F. indicates:

“Prior to completion of the project, 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 Town will provide template to the Applicant, who 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 the stormwater covenant, the Owner identified agreed to provide such perpetual maintenance of the stormwater management system by imposing restrictive and protective covenants on the respective property. In the event 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.

Financial impact expected:n/a

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

09/13/2022 7:00 PM

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

This Declaration of Restrictive Covenants and Grant of Easement (this “Restriction”) is made as of _____, 2022 by Herb Chambers 83 Boston Post Road, LLC (the “Owner”) of 105 Boston Post Road, Sudbury, MA 01776 (the “Property”), as more specifically described in that certain deed dated March 24, 2020 recorded with Middlesex South District Registry of Deeds at Book 74344, Page 119, 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 August 11, 2021, issued a “Decision Stormwater Management Permit” (the “Permit”, which permit is recorded with said Deeds at Book 79199, Page 164) upon the Property comprised of two parcels of land as follows: (i) the land in Sudbury, Massachusetts shown on a plan drawn by R.W. Coburn, Chief Engineer of the Sudbury Department of Public Works entitled “The Commonwealth of Massachusetts Department of Public Works Plan of Portion of Land in Sudbury Owned by Frances R. Borden To Be Deed To The Commonwealth of Massachusetts. Scale 1”=40’ December 29, 1944” recorded with said Deeds as Plan No. 387 of 1945; and (ii) the land in Sudbury and Wayland, Massachusetts shown on a plan entitled “The Commonwealth of Massachusetts Plan of Land in the Towns of Sudbury and Wayland Middlesex County. To be conveyed to the Commonwealth of Massachusetts Department of Public Works Scale: 40 feet to the inch, E.J. McCarthy Chief Engineer” dated June 19, 1959 and recorded with said Deeds as Plan No. 63 of 1960, to which plans reference are made for a more particular description of 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 “Long Term Stormwater Operation & Maintenance Plan” prepared by Crocker Design Group, LLC, revised April 19, 2021, last revised August 10, 2021 (27 Pages), 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 23rd day of August, 2022.

PROPERTY OWNER:
Herb Chambers 83 Boston Post Road, LLC

James A. Duchesneau
Name: James A. Duchesneau
Title: Manager
Duly Authorized

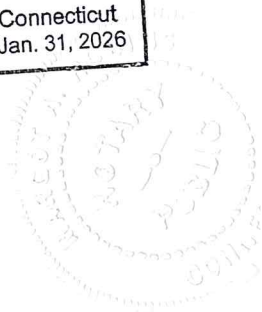
STATE OF CONNECTICUT

Hartford ss.

On this 23 day of August, 2022, before me, the undersigned notary public, James A. Duchesneau, Manager personally appeared and proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Herb Chambers 83 Boston Post Road, LLC.

Margot A. Robins
Notary Public
My Commission Expires:

Margot A. Robins
Notary Public, State of Connecticut
My Commission Expires Jan. 31, 2026



Attachment 17.a: 105 Boston Post Road - Covenant and Easement for SB (5457 : Accept easement and covenant 105 boston post rd)

ACCEPTANCE OF EASEMENT

On this ____ day of _____, 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: _____

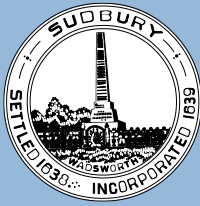
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this ____ day of _____, 2022, before me, the undersigned notary public, _____, the above-named member 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:

Attachment 17.a: 105 Boston Post Road - Covenant and Easement for SB (5457 : Accept easement and covenant 105 boston post rd)



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

CONSENT CALENDAR ITEM

18: Approve FY23 Trust spending limits

REQUESTOR SECTION

Date of request:

Requestor: Dennis Keohane, Finance Director

Formal Title: Vote whether to accept the following expenditure limits for the Town Trust Funds for Fiscal Year 2023: Goodnow Library \$35,000; Rhodes Memorial \$600; Lydia Raymond \$100; Forrest Bradshaw \$100; Cheri-Anne Cavanaugh \$1,000; Raymond Scholarship \$1,000; Discretionary \$4,000; Sept. 11 Memorial \$2,000; Perpetual Care \$70,000, for a total of \$113,800, as requested by Dennis Keohane, Finance Director.

Recommendations/Suggested Motion/Vote: Vote whether to accept the following expenditure limits for the Town Trust Funds for Fiscal Year 2023: Goodnow Library \$35,000; Rhodes Memorial \$600; Lydia Raymond \$100; Forrest Bradshaw \$100; Cheri-Anne Cavanaugh \$1,000; Raymond Scholarship \$1,000; Discretionary \$4,000; Sept. 11 Memorial \$2,000; Perpetual Care \$70,000, for a total of \$113,800, as requested by Dennis Keohane, Finance Director.

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

09/13/2022 7:00 PM

MEMORANDUM

TO: Select Board

CC: Maryanne Bilodeau, Interim Town Manager

FROM: Dennis Keohane, Finance Director/Treasurer-Collector

DATE: September 7, 2022

RE: Town Trust Spending Limits for FY23

Background

The spending limits being voted on are for a special segment of resources residing outside the Town's general fund treasury. These trusts include various gifts, donations, and grants, which have been established according to the wishes of the donors. Please see "In Sudbury We Trust" for additional information regarding the intent of each individual trust.

The six-member Board of Trustees that oversees these funds includes the five members of the Sudbury Select Board plus the Town Treasurer

Disbursements for the Town Trusts are authorized by the trustees to pay for a variety of expenses throughout the fiscal year, but not to exceed the annual spending limits set by the Select Board. You are being asked tonight to set maximum spending limits for FY23. The limits set by the Select Board may be changed during the year, if necessary, by following the same approval process as being considered by you this evening.

The spending limits that are being requested for FY23 are consistent with prior years and there is sufficient expendable fund balance in all cases to support spending levels for the year.

FY23 Financial Activity

The total fund balance of the Town Trusts was \$1,879,914.51 as of June 30, 2022. During the fiscal year, the Town recognized \$17,702.50 from contributions and (\$235,054.71) of investment income and market value decreases. There were expenditures of \$112,056.72.

Please see the attached Town Trust Summary for additional financial details.

Vote Request

Acting as Co-Trustees, move to accept that Select Board approve the following expenditure limits for the Town Trust Funds for fiscal year 2023:

Trust Fund	Limits Recommended to Board by Treasurer
Goodnow Library	\$ 35,000
Rhodes Memorial	\$ 600
Lydia Raymond	\$ 100
Forrest Bradshaw	\$ 100
Cheri-Anne Cavanaugh	\$ 1,000
Raymond Scholarship	\$ 1,000
Discretionary	\$ 4,000
September 11 th Memorial	\$ 2,000
Perpetual Care	\$ 70,000
Total	\$113,800

Attachment 18.a: FY23 Trust Fund Spending Limits (5458 : Approve FY23 Trust spending limits)

**Town of Sudbury
Town Trust Summary
as of June 30, 2022**

Fund	Beginning Balance FY21	Contributions FY22	Investment Income FY22	Expenses FY22	Ending Balance FY22
Forrest Bradshaw	1,903.83	-	(202.38)	(86.64)	1,614.81
Goodnow Library	401,938.79	-	(40,818.08)	(34,868.82)	326,251.89
Lydia Raymond	3,451.58	-	(378.15)	(100.00)	2,973.43
Rhoades Memorial	12,765.55	-	(1,390.03)	(567.21)	10,808.31
Total: Goodnow Library	420,059.75	-	(42,788.64)	(35,622.67)	341,648.44
Annie Thorpe	50,678.21	-	(5,615.29)	-	45,062.92
Cheri-Anne Cavanaugh	24,294.27	610.00	(2,673.82)	(1,000.00)	21,230.45
Discretionary/Charity	79,778.74	-	(8,685.36)	(3,500.00)	67,593.38
Raymond Mausoleum	8,867.62	-	(982.56)	-	7,885.06
Raymond Scholarship	19,975.29	-	(2,213.32)	-	17,761.97
Tercentenary Fund	1,185.24	-	(131.33)	-	1,053.91
School Fund	6,425.83	-	(712.00)	-	5,713.83
Sept. 11 Memorial Fund	39,188.15	105.00	(4,114.62)	(1,934.05)	33,244.48
Perpetual Care	1,444,697.74	16,987.50	(154,487.12)	(70,000.00)	1,237,198.12
Garfield Trust	81,093.17	-	(8,985.35)	-	72,107.82
Haskell Field Loop Trail	13,076.72	-	(1,448.94)	-	11,627.78
Boundless Playgrd Maint	19,972.27	-	(2,212.98)	-	17,759.29
Wood-Davison House	24.87	-	(2.76)	-	22.11
Harry C Rice	5.57	-	(0.62)	-	4.95
Total: Other	1,789,263.69	17,702.50	(192,266.07)	(76,434.05)	1,538,266.07
Total: Town Trust Funds	2,209,323.44	17,702.50	(235,054.71)	(112,056.72)	1,879,914.51

Attachment 18.a: FY23 Trust Fund Spending Limits (5458 : Approve FY23 Trust spending limits)



In Sudbury We Trust ...

Citizens of Sudbury have benefited and continue to benefit from the generosity of those who preceded them. Beginning more than 300 years ago, various trust funds have been established according to the wishes of the donors. The total of all such trust funds including reinvested income as of June 30, 2022, was \$1,879,914.51. Persons wishing to contribute to existing trust funds, or establish a new one, should contact Town Counsel's office.

The existing trust funds and their balances at the end of FY22 were:

Discretionary/Charity Fund	67,593.38
Forrest Bradshaw Memorial Fund	1,614.81
Goodnow Library Fund	326,251.89
Lydia Raymond Fund	2,973.43
Rhoades Memorial	10,808.31
Annie L. Thorpe Trust	45,062.92
Cheri-Anne Cavanaugh Fund	21,230.45
George J. Raymond Scholarship Fund	17,761.97
Tercentenary Fund (Yr 2075)	1,053.91
School Fund	5,713.83
Sept 11 Memorial	33,244.48
Perpetual Care Fund	1,237,198.12
Raymond Mausoleum	7,885.06
Wood Davison House	22.11
Harry C. Rice Museum Fund	4.95
Haskell Field Loop Trail Fund	11,627.78
Garfield Trust Fund	72,107.82
Boundless Playground Maintenance Trust Fund	17,759.29

The Trustees of Town Donations oversee the Town Trust Funds. The six-member Board of Trustees includes the members of the Select Board, plus the Town Treasurer. The Trust Funds are continuing to perform on a consistent and monitored level. A three-member Investment Advisory Group consisting of Sudbury residents David Pettit, Fred Pryor, and Daniel Flanagan make recommendations to the Trustees on all investment decisions. Generally, the philosophy of the Investment Advisory Group is to aim for investments that produce a consistent stream of income for the beneficiaries while protecting the principal to the greatest extent possible. Depending on the terms of each trust some funds must be held in perpetuity to safeguard principal balances while the rest may be used at the discretion of the Trustees to cover authorized expenditures.

The following paragraphs provide brief descriptions of the origins and purposes of each of Sudbury's Trust Funds.

Discretionary/Charity Fund

This fund, also sometimes known as the “Donation Fund” or “Ancient Fund”, comprises monies from the following sources:

- Will of Peter Noyes, 1697, and Will of Joshua Haynes, 1757, which together make up the so-called “Ancient Donation”
- Will of Jerusha Howe, 1842
- Will of Elisha Goodnow, 1849
- Will of Samuel D. Hunt, 1873
- Donation of George Goodnow accepted under Article 5 of the November 4, 1884 Town Meeting
- Will of Joanna Gleason, 1896
- M. L. Parmenter Fund, under terms of Will of Harry L. Parmenter, 1936, accepted by the April 21, 1949 Special Town Meeting
- Reinvested fund income and miscellaneous donations accepted from time to time by the Select Board.

Peter Noyes (1697) – Will bequeaths property, income from which “it yearly be at the Dispose of the Minister and ye Select men of ye Town of Sudbury for the use of the poor for ever ...”. The March 1728 Town Meeting authorized sale of property “An the produce of Said Sale be Let out to Interest on Good Security So that the Interest yearly be at the Dispose of the Ministers and Select men of Said Town to the Use of the poor of Said Town of Sudbury for Ever. The Security Given to the Said Selectmen for Said Sale to Run to them and their successors.”

Jerusha Howe (1842) – Will bequeaths \$1,000 “to be kept as a fund forever; and the interest shall be appropriated at the discretion of the Selectmen of said town to supply the industrious poor in the town with fuel.”

Elisha Goodnow (1849) – Will bequeaths \$4,000 “and direct that the sum shall be held by said town forever”; ¼ part of net income in each year “shall be applied from time to time as the same may be needed for the purchase of books for poor children attending the Public Schools of said town.” Remaining income “shall be applied by the inhabitants or officers of said town from time to time in their discretion to and for the relief, assistance and support of the poor, sick and infirm in said town not supported by its almshouse in such manner as the said inhabitants or officers may deem best...”. Town Meetings of 1854 through 1869 authorized the Selectmen alone, or in combination with the School Committee, or the Overseers of the Poor in combination with the School Committee to distribute the interest. After 1870 the funds (book and charity) were not separated by name in the Town Meeting votes and the committee authorized to distribute poor funds or charity funds were sometimes Selectmen, Overseers of Poor, or Assessors, sometimes combined with the School Committee for the funds on books and sometimes not.

Samuel D. Hunt (1873) – Will bequeaths \$1,000, “income to be distributed annually among the industrious poor residing in said town...”.

George Goodnow (1884) – The November 4, 1884, Town Meeting accepted a \$10,000 donation from George Goodnow, “... the income of which he desires to be used by the Selectmen of said Town for the time being to assist such citizens of the town who are not at the time receiving assistance as paupers but who may for any cause be in need of temporary private assistance.”

Joanna Gleason (1896) – Will bequeaths one-half of the remainder and residue of estate to the Town of Sudbury, amounting to \$1,192.27, “the principal ... to be kept safely invested and the income annually distributed by the Selectmen in their discretion among the needy inhabitants ...”.

Martha L. Parmenter (1936) – Will under Harry L. Parmenter bequeaths \$1,000 principal “... the Inhabitants of the town of Sudbury through its proper officer or officers shall hold the said fund in trust; shall invest and reinvest the same and pay over and use the income therefrom, from time to time, as aid to the poor and needy inhabitants of the said town of Sudbury.”

Forrest Bradshaw Memorial

The Bradshaw family designated the Goodnow Library as a recipient of memorial donations in the name of Forrest D. Bradshaw. In March 1987, the Town accepted \$455 in such donations to be used by the library trustees in support of the Bradshaw collections of historical papers relating to Sudbury.

Goodnow Library Fund

John Goodnow’s October 18, 1861, will bequeathed \$20,000 to the Town of Sudbury “for the purpose of purchasing and keeping in order a public library for the benefit of the inhabitants of that town.”

Lydia Raymond Fund

Lydia G. Raymond of Sudbury died January 24, 1960, leaving a will bequeathing \$500 to Goodnow Library. The 1962 Annual Town Meeting accepted this gift, establishing a trust fund, the income of which to be used for “such purposes as the Library Committee may determine.”

Rhoades Memorial

The Trustees of the Goodnow Library received \$3,027.10 on February 13, 1981 at the bequest of Paul Whitney Rhoades, “ ... the income only to be used for the purchase of books relating to landscape architecture, horticulture, gardening and floriculture.”

Annie L. Thorpe Trust

Received \$5,000 on March 22, 1978, in payment of legacy under the Annie L. Thorpe, Jr. Trust of January 5, 1934, as amended for the purpose of “furthering the work of the District Nurse or other health work”.

Cheri-Anne Cavanaugh Fund

The United Methodist Church transferred this fund to the Town in 1995. Cheri-Anne Cavanaugh was a 16-year-old Sudbury resident who died in April 1992. This fund was established by her family and friends to perpetuate her memory and to help the youth of Sudbury. The fund supports teen crisis counseling sessions conducted by participating therapists.

George J. Raymond Scholarship Fund

Lydia G. Raymond established this perpetual \$3,000 trust fund for the promotion of higher education in the Sudbury High School. It was accepted by the Special Town Meeting of May 4, 1925.

Tercentenary Fund (Yr 2075)

When the Bicentennial Committee wrapped up its business in 1976, they donated \$100 to the Town to be invested and reinvested until the year 2075, with the accumulated amount at that time to be used for the celebration of the Nation's 300th anniversary.

School Fund

As best can be determined, this fund originated as portions of the monies from two sources: the 1757 will of Joshua Haynes that, with the 1697 will of Peter Noyes, was part of the so-called "Donation Fund" or "Ancient Donation", and the 1849 will of Elisha Goodnow. Joshua Haynes' tombstone in the Old North Cemetery reads in part "He Was Charitable To The Poor And At His Death Gave Many Gifts To Peticuler Persons Besides A Thousand Pound Old Tenor To A Publick School And The Poor of y^e Town of Sudbury." Elisha Goodnow's will reads in part "I give the Town of Sudbury ... the sum of four thousand dollars; & direct that said sum shall be held by said town forever ... quarter part of the net income thereof in each year shall be applied from time to time as the same may be needed for the purchase of books for poor children attending the Public Schools of said town."

Sept 11 Memorial

The monies in this trust support the protection, maintenance and enhancement of the September 11th Memorial Garden in Sudbury. Dedicated on September 11, 2003, the Memorial Garden features flowering plants and trees, three bluestone benches, and a commemorative center stone of Sudbury granite where engraved bronze plaques recount the events of September 11, 2001, and memorialize three Sudbury residents who were lost. Initial donations supporting this memorial were formally placed in the trust on July 13, 2004.

Perpetual Care Fund

One of the oldest and largest funds, these monies are used for the perpetual care of Sudbury's cemeteries. Funds are typically added through donations and each time someone is buried in Town. The proceeds of the sales of lots and plots in a Town cemetery are applied to the improvement and maintenance of the cemetery and for the accumulation of the permanent care and improvement fund.

Raymond Mausoleum

The 1962 Annual Town Meeting voted to accept \$1,000 from the executors of the Will of Lydia G. Raymond, the income from which to be used for the perpetual care, maintenance, preservation and repair of the Raymond Mausoleum.

Wood Davison House

Monies in this trust fund comprise donations originally made to support a project to move the Wood Davison house from its location at 348 Boston Post Road to Town property on Old Sudbury Road between the Flynn Building and the Loring Parsonage. The project was later determined to be unfeasible. In order to use the funds for purposes other than those stipulated, the Town had to agree on a suitable use for the accumulated funds and petition the Probate Court for approval. These funds have been approved for the Sudbury Historical Museum project.

Harry C. Rice Museum Fund

The Board of Selectmen established the Rice Museum Fund in 1979, in accordance with Article VII of the Will of Harry Rice. The will stipulates that this fund, together with any other monies that might be donated to it from other sources, are to be invested and reinvested by Sudbury's Treasurer until such time as the accumulated fund is substantial enough to allow the Town "to build a suitable, fireproof museum building in which can be properly displayed the artifacts, materials and programs which are appropriate to the study of American History, and in particular the history of New England and Sudbury – including American Indian history." The will also stipulates the funds must be solely used for the development of a separate Sudbury Museum. In order to use the funds for purposes other than those stipulated, the Town had to agree on a suitable use for the accumulated funds and petition the Probate Court for approval. These funds have been approved for the Sudbury Historical Museum project.

Haskell Field Loop Trail Fund

In December 2007, the Town received charitable gifts from an anonymous donor to construct and maintain a loop trail on Town-owned property at Haskell Field. The donor gifted \$6,000 for purpose of establishing and funding this trust for maintaining the loop trail.

Garfield Trust Fund

Bequeathed in 1962 by Thomas Garfield, this fund provides for the permanent care, maintenance, and improvements specifically for Mount Pleasant Cemetery and to supplement the Perpetual Care Fund.

Boundless Playground Maintenance Trust Fund

This fund helps maintain a completely accessible play area that allows anyone with disabilities to be a part of a community area and develop physically, socially, and emotionally

MEMORANDUM

TO: Select Board

CC: Henry Hayes, Town Manager

FROM: Dennis Keohane, Finance Director/Treasurer-Collector

DATE: August 25, 2021

RE: Town Trust Spending Limits for FY22

Background

The spending limits being voted on are for a special segment of resources residing outside the Town's general fund treasury. These trusts include various gifts, donations, and grants, which have been established according to the wishes of the donors. Please see "In Sudbury We Trust" for additional information regarding the intent of each individual trust.

The six-member Board of Trustees that oversees these funds includes the five members of the Sudbury Select Board plus the Town Treasurer

Disbursements for the Town Trusts are authorized by the trustees to pay for a variety of expenses throughout the fiscal year, but not to exceed the annual spending limits set by the Select Board. You are being asked tonight to set maximum spending limits for FY22. The limits set by the Select Board may be changed during the year, if necessary, by following the same approval process as being considered by you this evening.

The spending limits that are being requested for FY22 are consistent with prior years. Additionally, the requests are less than the FY21 investment income recognized and there is sufficient expendable fund balance in all cases to support spending levels for the year.

FY21 Financial Activity

The total fund balance of the Town Trusts was \$2,209,323.44 as of June 30, 2021. During the fiscal year, the Town recognized \$29,579.50 from contributions and \$357,438.18 of investment income and market value increases. There were expenditures of \$60,629.70.

Please see the attached Town Trust Summary for additional financial details.

Vote Request

Acting as Co-Trustees, move to accept that Select Board approve the following expenditure limits for the Town Trust Funds for fiscal year 2022:

Trust Fund	Limits Recommended to Board by Treasurer
Goodnow Library	\$ 35,000
Rhodes Memorial	\$ 600
Lydia Raymond	\$ 100
Forrest Bradshaw	\$ 100
Cheri-Anne Cavanaugh	\$ 1,000
Raymond Scholarship	\$ 1,000
Discretionary	\$ 4,000
September 11 th Memorial	\$ 2,000
Perpetual Care	\$ 70,000
Total	\$113,800

Attachment 18.b: FY22 spending limits memo (5458 : Approve FY23 Trust spending limits)

**Town of Sudbury
Town Trust Summary
as of June 30, 2021**

Fund	Beginning Balance FY21	Contributions FY21	Investment Income FY21	Expenses FY21	Ending Balance FY21
Forrest Bradshaw	1,598.64	-	305.19	-	1,903.83
Goodnow Library	357,893.98	-	67,271.35	(23,226.54)	401,938.79
Lydia Raymond	2,898.28	-	553.30	-	3,451.58
Rhoades Memorial	10,719.19	-	2,046.36	-	12,765.55
Total: Goodnow Library	373,110.09	-	70,176.20	(23,226.54)	420,059.75
Annie Thorpe	42,554.32	-	8,123.89	-	50,678.21
Cheri-Anne Cavanaugh	20,971.93	292.00	4,030.34	(1,000.00)	24,294.27
Discretionary/Charity	70,510.48	-	13,268.26	(4,000.00)	79,778.74
Raymond Mausoleum	7,446.11	-	1,421.51	-	8,867.62
Raymond Scholarship	16,773.18	-	3,202.11	-	19,975.29
Tercentenary Fund	995.24	-	190.00	-	1,185.24
School Fund	5,395.75	-	1,030.08	-	6,425.83
Sept. 11 Memorial Fund	33,373.50	-	6,356.90	(542.25)	39,188.15
Perpetual Care	1,215,934.51	29,287.50	231,336.64	(31,860.91)	1,444,697.74
Garfield Trust	68,093.66	-	12,999.51	-	81,093.17
Haskell Field Loop Trail	10,980.48	-	2,096.24	-	13,076.72
Boundless Playgrd Maint	16,770.65	-	3,201.62	-	19,972.27
Wood-Davison House	20.88	-	3.99	-	24.87
Harry C Rice	4.68	-	0.89	-	5.57
Total: Other	1,509,825.37	29,579.50	287,261.98	(37,403.16)	1,789,263.69
Total: Town Trust Funds	1,882,935.46	29,579.50	357,438.18	(60,629.70)	2,209,323.44

Attachment 18.b: FY22 spending limits memo (5458) : Approve FY23 Trust spending limits)



In Sudbury We Trust ...

Citizens of Sudbury have benefited and continue to benefit from the generosity of those who preceded them. Beginning more than 300 years ago, various trust funds have been established according to the wishes of the donors. The total of all such trust funds including reinvested income as of June 30, 2021, was \$2,209,323.44. Persons wishing to contribute to existing trust funds, or establish a new one, should contact Town Counsel's office.

The existing trust funds and their balances at the end of FY21 were:

Discretionary/Charity Fund	79,778.74
Forrest Bradshaw Memorial Fund	1,903.83
Goodnow Library Fund	401,938.79
Lydia Raymond Fund	3,451.58
Rhoades Memorial	12,765.55
Annie L. Thorpe Trust	50,678.21
Cheri-Anne Cavanaugh Fund	24,294.27
George J. Raymond Scholarship Fund	19,975.29
Tercentenary Fund (Yr 2075)	1,185.24
School Fund	6,425.83
Sept 11 Memorial	39,188.15
Perpetual Care Fund	1,444,697.74
Raymond Mausoleum	8,867.62
Wood Davison House	24.87
Harry C. Rice Museum Fund	5.57
Haskell Field Loop Trail Fund	13,076.72
Garfield Trust Fund	81,093.17
Boundless Playground Maintenance Trust Fund	19,972.27

The Trustees of Town Donations oversee the Town Trust Funds. The six-member Board of Trustees includes the members of the Select Board, plus the Town Treasurer. The Trust Funds are continuing to perform on a consistent and monitored level. A three-member Investment Advisory Group consisting of Sudbury residents David Pettit, Fred Pryor, and Daniel Flanagan make recommendations to the Trustees on all investment decisions. Generally, the philosophy of the Investment Advisory Group is to aim for investments that produce a consistent stream of income for the beneficiaries while protecting the principal to the greatest extent possible. Depending on the terms of each trust some funds must be held in perpetuity to safeguard principal balances while the rest may be used at the discretion of the Trustees to cover authorized expenditures.

The following paragraphs provide brief descriptions of the origins and purposes of each of Sudbury's Trust Funds.

Discretionary/Charity Fund

This fund, also sometimes known as the “Donation Fund” or “Ancient Fund”, comprises monies from the following sources:

- Will of Peter Noyes, 1697, and Will of Joshua Haynes, 1757, which together make up the so-called “Ancient Donation”
- Will of Jerusha Howe, 1842
- Will of Elisha Goodnow, 1849
- Will of Samuel D. Hunt, 1873
- Donation of George Goodnow accepted under Article 5 of the November 4, 1884 Town Meeting
- Will of Joanna Gleason, 1896
- M. L. Parmenter Fund, under terms of Will of Harry L. Parmenter, 1936, accepted by the April 21, 1949 Special Town Meeting
- Reinvested fund income and miscellaneous donations accepted from time to time by the Select Board.

Peter Noyes (1697) – Will bequeaths property, income from which “it yearly be at the Dispose of the Minister and ye Select men of ye Town of Sudbury for the use of the poor for ever ...”. The March 1728 Town Meeting authorized sale of property “An the produce of Said Sale be Let out to Interest on Good Security So that the Interest yearly be at the Dispose of the Ministers and Select men of Said Town to the Use of the poor of Said Town of Sudbury for Ever. The Security Given to the Said Selectmen for Said Sale to Run to them and their successors.”

Jerusha Howe (1842) – Will bequeaths \$1,000 “to be kept as a fund forever; and the interest shall be appropriated at the discretion of the Selectmen of said town to supply the industrious poor in the town with fuel.”

Elisha Goodnow (1849) – Will bequeaths \$4,000 “and direct that the sum shall be held by said town forever”; ¼ part of net income in each year “shall be applied from time to time as the same may be needed for the purchase of books for poor children attending the Public Schools of said town.” Remaining income “shall be applied by the inhabitants or officers of said town from time to time in their discretion to and for the relief, assistance and support of the poor, sick and infirm in said town not supported by its almshouse in such manner as the said inhabitants or officers may deem best...”. Town Meetings of 1854 through 1869 authorized the Selectmen alone, or in combination with the School Committee, or the Overseers of the Poor in combination with the School Committee to distribute the interest. After 1870 the funds (book and charity) were not separated by name in the Town Meeting votes and the committee authorized to distribute poor funds or charity funds were sometimes Selectmen, Overseers of Poor, or Assessors, sometimes combined with the School Committee for the funds on books and sometimes not.

Samuel D. Hunt (1873) – Will bequeaths \$1,000, “income to be distributed annually among the industrious poor residing in said town...”.

George Goodnow (1884) – The November 4, 1884, Town Meeting accepted a \$10,000 donation from George Goodnow, “... the income of which he desires to be used by the Selectmen of said Town for the time being to assist such citizens of the town who are not at the time receiving assistance as paupers but who may for any cause be in need of temporary private assistance.”

Joanna Gleason (1896) – Will bequeaths one-half of the remainder and residue of estate to the Town of Sudbury, amounting to \$1,192.27, “the principal ... to be kept safely invested and the income annually distributed by the Selectmen in their discretion among the needy inhabitants ...”.

Martha L. Parmenter (1936) – Will under Harry L. Parmenter bequeaths \$1,000 principal “... the Inhabitants of the town of Sudbury through its proper officer or officers shall hold the said fund in trust; shall invest and reinvest the same and pay over and use the income therefrom, from time to time, as aid to the poor and needy inhabitants of the said town of Sudbury.”

Forrest Bradshaw Memorial

The Bradshaw family designated the Goodnow Library as a recipient of memorial donations in the name of Forrest D. Bradshaw. In March 1987, the Town accepted \$455 in such donations to be used by the library trustees in support of the Bradshaw collections of historical papers relating to Sudbury.

Goodnow Library Fund

John Goodnow’s October 18, 1861, will bequeathed \$20,000 to the Town of Sudbury “for the purpose of purchasing and keeping in order a public library for the benefit of the inhabitants of that town.”

Lydia Raymond Fund

Lydia G. Raymond of Sudbury died January 24, 1960, leaving a will bequeathing \$500 to Goodnow Library. The 1962 Annual Town Meeting accepted this gift, establishing a trust fund, the income of which to be used for “such purposes as the Library Committee may determine.”

Rhoades Memorial

The Trustees of the Goodnow Library received \$3,027.10 on February 13, 1981 at the bequest of Paul Whitney Rhoades, “ ... the income only to be used for the purchase of books relating to landscape architecture, horticulture, gardening and floriculture.”

Annie L. Thorpe Trust

Received \$5,000 on March 22, 1978, in payment of legacy under the Annie L. Thorpe, Jr. Trust of January 5, 1934, as amended for the purpose of “furthering the work of the District Nurse or other health work”.

Cheri-Anne Cavanaugh Fund

The United Methodist Church transferred this fund to the Town in 1995. Cheri-Anne Cavanaugh was a 16-year-old Sudbury resident who died in April 1992. This fund was established by her family and friends to perpetuate her memory and to help the youth of Sudbury. The fund supports teen crisis counseling sessions conducted by participating therapists.

George J. Raymond Scholarship Fund

Lydia G. Raymond established this perpetual \$3,000 trust fund for the promotion of higher education in the Sudbury High School. It was accepted by the Special Town Meeting of May 4, 1925.

Tercentenary Fund (Yr 2075)

When the Bicentennial Committee wrapped up its business in 1976, they donated \$100 to the Town to be invested and reinvested until the year 2075, with the accumulated amount at that time to be used for the celebration of the Nation's 300th anniversary.

School Fund

As best can be determined, this fund originated as portions of the monies from two sources: the 1757 will of Joshua Haynes that, with the 1697 will of Peter Noyes, was part of the so-called "Donation Fund" or "Ancient Donation", and the 1849 will of Elisha Goodnow. Joshua Haynes' tombstone in the Old North Cemetery reads in part "He Was Charitable To The Poor And At His Death Gave Many Gifts To Peticuler Persons Besides A Thousand Pound Old Tenor To A Publick School And The Poor of y^e Town of Sudbury." Elisha Goodnow's will reads in part "I give the Town of Sudbury ... the sum of four thousand dollars; & direct that said sum shall be held by said town forever ... quarter part of the net income thereof in each year shall be applied from time to time as the same may be needed for the purchase of books for poor children attending the Public Schools of said town."

Sept 11 Memorial

The monies in this trust support the protection, maintenance and enhancement of the September 11th Memorial Garden in Sudbury. Dedicated on September 11, 2003, the Memorial Garden features flowering plants and trees, three bluestone benches, and a commemorative center stone of Sudbury granite where engraved bronze plaques recount the events of September 11, 2001, and memorialize three Sudbury residents who were lost. Initial donations supporting this memorial were formally placed in the trust on July 13, 2004.

Perpetual Care Fund

One of the oldest and largest funds, these monies are used for the perpetual care of Sudbury's cemeteries. Funds are typically added through donations and each time someone is buried in Town. The proceeds of the sales of lots and plots in a Town cemetery are applied to the improvement and maintenance of the cemetery and for the accumulation of the permanent care and improvement fund.

Raymond Mausoleum

The 1962 Annual Town Meeting voted to accept \$1,000 from the executors of the Will of Lydia G. Raymond, the income from which to be used for the perpetual care, maintenance, preservation and repair of the Raymond Mausoleum.

Wood Davison House

Monies in this trust fund comprise donations originally made to support a project to move the Wood Davison house from its location at 348 Boston Post Road to Town property on Old Sudbury Road between the Flynn Building and the Loring Parsonage. The project was later determined to be unfeasible. In order to use the funds for purposes other than those stipulated, the Town had to agree on a suitable use for the accumulated funds and petition the Probate Court for approval. These funds have been approved for the Sudbury Historical Museum project.

Harry C. Rice Museum Fund

The Board of Selectmen established the Rice Museum Fund in 1979, in accordance with Article VII of the Will of Harry Rice. The will stipulates that this fund, together with any other monies that might be donated to it from other sources, are to be invested and reinvested by Sudbury's Treasurer until such time as the accumulated fund is substantial enough to allow the Town "to build a suitable, fireproof museum building in which can be properly displayed the artifacts, materials and programs which are appropriate to the study of American History, and in particular the history of New England and Sudbury – including American Indian history." The will also stipulates the funds must be solely used for the development of a separate Sudbury Museum. In order to use the funds for purposes other than those stipulated, the Town had to agree on a suitable use for the accumulated funds and petition the Probate Court for approval. These funds have been approved for the Sudbury Historical Museum project.

Haskell Field Loop Trail Fund

In December 2007, the Town received charitable gifts from an anonymous donor to construct and maintain a loop trail on Town-owned property at Haskell Field. The donor gifted \$6,000 for purpose of establishing and funding this trust for maintaining the loop trail.

Garfield Trust Fund

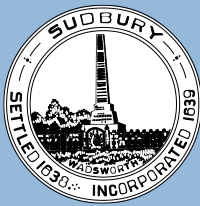
Bequeathed in 1962 by Thomas Garfield, this fund provides for the permanent care, maintenance, and improvements specifically for Mount Pleasant Cemetery and to supplement the Perpetual Care Fund.

Boundless Playground Maintenance Trust Fund

This fund helps maintain a completely accessible play area that allows anyone with disabilities to be a part of a community area and develop physically, socially, and emotionally

Town of Sudbury - Trust Funds
Three-Year Lookback for Investment Performance
as of June 30, 2022

Fund	Investment Income FY19	Investment Income FY20	Investment Income FY21	Investment Income FY22
Forrest Bradshaw	90.60	92.04	305.19	(202.38)
Goodnow Library	21,532.51	20,908.40	67,271.35	(40,818.08)
Lydia Raymond	164.25	166.87	553.30	(378.15)
Rhoades Memorial	607.47	617.17	2,046.36	(1,390.03)
Total: Goodnow Library	22,394.83	21,784.48	70,176.20	(42,788.64)
Annie Thorpe	2,411.60	2,450.12	8,123.89	(5,615.29)
Cheri-Anne Cavanaugh	1,221.38	1,203.45	4,030.34	(2,673.82)
Discretionary/Charity	4,214.75	4,127.89	13,268.26	(8,685.36)
Raymond Mausoleum	421.98	428.72	1,421.51	(982.56)
Raymond Scholarship	950.56	965.74	3,202.11	(2,213.32)
Tercentenary Fund	56.40	57.30	190.00	(131.33)
School Fund	305.78	310.67	1,030.08	(712.00)
Sept. 11 Memorial Fund	2,007.08	1,929.55	6,356.90	(4,114.62)
Perpetual Care	71,158.80	71,175.05	231,336.64	(154,487.12)
Garfield Trust	3,858.94	3,920.58	12,999.51	(8,985.35)
Haskell Field Loop Trail	622.28	632.22	2,096.24	(1,448.94)
Boundless Playgrd Maint	950.41	965.59	3,201.62	(2,212.98)
Wood-Davison House	(949.50)	1.20	3.99	(2.76)
Harry C Rice	(0.53)	0.27	0.89	(0.62)
Total: Other	87,229.93	88,168.35	287,261.98	(192,266.07)
Total: Town Trust Funds	109,624.76	109,952.83	357,438.18	(235,054.71)
FY19 Investment Return (%)	5.50%			
FY20 Investment Return (%)		6.01%		
FY21 Investment Return (%)			18.98%	
FY22 Investment Return (%)				-10.64%



SUDBURY SELECT BOARD
Tuesday, September 13, 2022

CONSENT CALENDAR ITEM

19: Vote the Town becomes a Certified Local Govt with Mass Historical Comm

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Vote to approve the Town of Sudbury, through its Historical Commission and Historic Districts Commission, to become a Certified Local Government with the Massachusetts Historical Commission.

Recommendations/Suggested Motion/Vote:

Background Information:
attached application and SHC resumes

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

09/13/2022 7:00 PM

CERTIFIED LOCAL GOVERNMENT APPLICATION

Part I

Town/City: Sudbury

Name of Chief Elected Official: Charles G. Russo

Title: Town of Sudbury Select Board Chairperson

Address: 278 Old Sudbury Rd, Flynn Building, Sudbury MA 01776

Phone: 978-639-3381

Name(s) of Local Historic District Chairperson(s): Frederick E. Taylor

Address: 278 Old Sudbury Rd, Flynn Building, Sudbury MA 01776

Phone: 978-639-3389

Name of Local Historical Commission Chairperson: Christopher Hagger

Address: 278 Old Sudbury Rd, Flynn Building, Sudbury MA 01776

Phone: 978-639-3389

Name of Certified Local Government Coordinator: Adam Duchesneau

Address: 278 Old Sudbury Rd, Flynn Building, Sudbury MA 01776

Phone: 978-639-3389

Part II

Name(s) of Local Historic Districts(s):

1. King Philip Historic District
2. Sudbury Centre Historic District
3. Wayside Inn Historic District 1
4. Wayside Inn Historic District 2
5. George Pitts Tavern Historic District

For each Local Historic District please submit a copy of the ordinance or by-law.

Part III

A. Please list below the names of all current local historic district and historical commission members and alternates or associate members.

Historic District Commission

1. Frederick E. Taylor
2. Susanna C. Finn
3. Christopher Hagger
4. Anuraj Shah
5. Taryn Trexler
- 6.
- 7.
- 8.
- 9.
- 10.

Historical Commission

1. Christopher Hagger
2. Diana E Warren
3. Diana P Cebra
4. Jan Costa
5. Steven Greene
6. Marjorie Katz
7. Kathryn J. McGrath
8. Christopher Durall
- 9.
- 10.

Staff (if any):

Adam Duchesneau, AICP
Director of Planning and Community Development

Beth Perry
Planning and Zoning Coordinator

For each of the members of the local historical and/or district commission listed above, submit resumes or letters outlining their demonstrated interest, competence or knowledge in historic preservation, and indicating which members are professionals in the fields of **architecture, history, architectural history, planning, prehistoric archaeology, historic archaeology, folklore, cultural anthropology, conservation, landscape architecture or related disciplines**. Also submit resumes or letters for professional support staff if applicable.

B. Describe the efforts the local government has made to insure, that to the extent available in the community, commission members have been appointed from the above disciplines.

The Historic Districts Commission (HDC) consists of five members who are appointed by the Select Board. By ordinance, the Board is to be made up of one (1) registered architect (if none available, a person the Select Board deems qualified), three (3) registered voters living in a Historic District (if possible), and one (1) (of two (2) nominees) by the Historical Commission. Potential candidates are first interviewed by the current HDC to explore the candidates background, education, and interest in disciplines related to historic preservation and conservation. Candidates are then referred to the Town Manager for further interviews. Candidates are selected based on the recommendations of the HDC members and the Town Manager, and are approved by the Select Board.

The Historical Commission is made up of 7 members, with special interest and knowledge of historical preservation, who are appointed by the Town Manager, subject to the approval of the Select Board. Potential candidates for the Historical Commission follow the same interview and selection process as the Historic Districts Commission.

Part IV

Please explain in a concise statement below the nature and extent of the community's preservation program. Describe the community's past achievements and future objectives in preservation. Indicate the ways in which you believe participation in the Certified Local Government program can assist your community in achieving long-term goals and completing proposed preservation projects.

Over the years, the Town of Sudbury has taken significant steps in the documentation and preservation of its historic building and landscape resources. Interest in Sudbury's history is longstanding – several of the Town's founding families have remained at the center of community affairs, providing a sense of historical continuity. As planning tools and methodologies have become available, Sudbury has implemented them, oftentimes as an early adopter. Sudbury established its first local historic district in 1963, followed a few short years later by the establishment of the Historical Commission in 1968. Similarly, the town adopted the Community Preservation Act in 2002. Currently, the town is in the draft stages of its Historic Preservation Plan, which will be used to further integrate and help coordinate town-wide efforts of the preservation and management of its historic resources. Over the past 80 years, Sudbury has grown from a primarily agricultural community to a more suburban and residential area. Despite this change, historic centers have been successfully retained and historic roadways have not been dramatically widened or significantly altered to accommodate the growth. It is fair to say that a number of planning documents have contributed to guiding Sudbury's efforts over the years. In 1945, the Planning Board retained the Planning Director of the City of Cambridge to study zoning in Sudbury and prepare a long-range plan - to span 25 years. Following that, the town's first Master Plan was developed in 1962. Beginning in 1968, the Sudbury Historical Society undertook a comprehensive inventory of historic resources, documenting 154 of Sudbury's oldest and most significant historic buildings. In 1989, the Historical Commission began work to update the inventory work first started by the Historical Society. That work continued until 2011, additional survey using Community Preservation Act funding was completed in 2021. Other Committees and Commissions were formed during these years to assist with growing preservation needs: in 1960, the Conservation Commission was formed and charged with the responsibility for the protection of natural resources; in 1963 the first historic district was established – protecting Sudbury Center; and in 1968 the Historical Commission was created. Since the initial plan of 1962, the town's Master Plan has been updated twice – in 2001 and again in 2021. Other significant town preservation initiatives include the 2006 Heritage Landscape Report and the 2009 Open Space and Recreation Plan. The draft Historic Preservation Plan has identified future opportunities for Sudbury to further its goals of preservation. One of the primary issues facing Sudbury is the prevention of further destruction of archaeological resources and historic building loss, either planned or by intentional neglect. And, then related to that, providing private property owners with information, resources, and encouragement for the appropriate treatment of their historic buildings and landscapes. Among the benefits of becoming a CLG, the town anticipates that this designation will help with the future identification of archaeological resources and their management within town planning, preservation and restoration of the National Register-eligible Massachusetts Central Railroad/Boston & Maine Railroad Corridor, continuing work on updating and protecting the 1793 Hosmer House, and creating and distributing design guidelines for the Historic Districts Commission.

Part V**ASSURANCES**

In consideration of and for the purpose of certification of the local government by the Department of the Interior, National Park Service, through the Massachusetts Historical Commission, the Town of Sudbury, Massachusetts (hereafter called "local government") hereby agrees that it will comply with the following:

1. The local government will fulfill all the standards for certification pursuant to the Guidelines, Section II, Requirements for Certification of Local Government Programs.
2. In order to be eligible to receive a portion of the local share of the Historic Preservation Fund (HPF) allocation to Massachusetts, the certified local government shall:
 - (a) Maintain adequate Financial Management Systems which are:
 - in accordance with the Office of Management and Budget Circular A-102, revised, "Standards for Grantee Financial Management Systems."
 - auditable in accordance with the Single Audit process of OMB Circular A-133, and
 - periodically reviewed and evaluated by the SHPO in accordance with the Office of Management and Budget Circular A-102, revised "Standards for Grantee Financial Management Systems."
 - (b) adhere to all requirements of the HPF Grants Manual.
 - (c) adhere to any requirements mandated by Congress pertaining to the Historic Preservation Fund.
 - (d) not apply transferred monies as a matching share for any other federal grant.
3. Pursuant to the Guidelines, Section IV, PROCESS FOR MONITORING, EVALUATION AND DECERTIFICATION OF CERTIFIED LOCAL GOVERNMENTS, the certified local government shall:
 - (a) fully cooperate with the Massachusetts Historical Commission in its evaluation of the certified local government, and shall submit to the MHC office its annual reports, records of administration of funds allocated from the Historic Preservation Fund, and other documents as necessary, and
 - (b) upon notification by the MHC that the performance of the certified local government is not up to a satisfactory level, the certified local government shall implement improvements within a period of not less than 30 and not more than 120 calendar days, or the MHC shall recommend decertification of the local government to the Secretary of the Interior.
4. Pursuant to the Guidelines, Section VI, CERTIFIED LOCAL GOVERNMENT PARTICIPATION IN THE MASSACHUSETTS NATIONAL REGISTER PROGRAM, the

Massachusetts Historical Commission
Certified Local Government Application

certified local government shall:

- (a) comply with required schedules for: consideration of nominations to the National Register, and notification of the Massachusetts Historical Commission.
- (b) conduct public meetings in accordance with the provisions of the Open Meeting Law (M.G.L. c. 30A, Section 11A, as amended by M.G.L. c. 372 of the Acts of 1978)

This Assurance is binding on the Applicant-Local Government, its successors, transferees, and assignees; the person or persons whose signature appears below are authorized to sign this Assurance on behalf of the Applicant-Local Government.

_____ Dated Applicant-Local Government

By _____
Chief Elected Official

Massachusetts Historical Commission
Certified Local Government Application

Part VI**Checklist:**

Please indicate that the required documents are attached by checking the following boxes:

- // 1. A completed Assurances form signed by the chief elected official.
- // 2. A copy of the local historic preservation by-law or ordinance;
- // 3. Resumes or letters for each of the members of the local historical and/or historic district commission, indicating professional qualifications where appropriate.
- // 4. Resumes for professional support staff if applicable.

Submittal:

The original typewritten copy of the CLG Application and all supplemental material should be sent to:

CLG Program Coordinator
Preservation Planning Division
Massachusetts Historical Commission
220 Morrissey Boulevard
Boston, MA 02125

NOTE: THIS IS AN APPLICATION FOR PARTICIPATION IN THE CLG PROGRAM. A LOCAL GOVERNMENT, ONCE CERTIFIED, MUST MAKE A SEPARATE APPLICATION TO THE MHC FOR CLG GRANT MONIES. PLEASE CONTACT THE MHC GRANTS DIVISION FOR MORE INFORMATION.

Massachusetts Historical Commission
Certified Local Government Application

Chap. 40. AN ACT ESTABLISHING A HISTORIC DISTRICT COMMISSION FOR THE TOWN OF SUDBURY AND DEFINING ITS POWERS AND DUTIES, ESTABLISHING A HISTORIC DISTRICT THEREIN, AND PROVIDING FOR HISTORIC DISTRICT ZONING.

Be it enacted, etc., as follows:

SECTION 1. *Purpose.* — The purpose of this act is to promote the educational, cultural, economic and general welfare of the public through the preservation and protection of buildings, places and districts of historic significance through the development and maintenance of appropriate settings for said buildings, places and districts and through the maintenance of said buildings, places and districts as sites and landmarks compatible with the historic tradition of the town of Sudbury.

SECTION 2. *Establishment of District.* — There is hereby established in the town of Sudbury a historic district, bounded and described as follows:

OLD SUDBURY DISTRICT.

Beginning at a point on the southerly property line of Marion R. Heath, said point being 300 feet easterly of the easterly side line of Concord Road; thence westerly along said line crossing Concord Road and continuing in same direction on land of Emmons 300 feet westerly of the westerly side line of Concord Road to a point; thence northerly 1600 feet, parallel to and 300 feet from the westerly side line of Concord Road to a point; thence in a northwesterly direction approximately 850 feet to a point approximately 170 feet easterly of the center line of the New York, New Haven and Hartford Railroad Co.; thence easterly 400 feet to a point 300 feet westerly of the westerly side line of Concord Road; thence northerly, parallel to and 300 feet westerly of the westerly side line of Concord Road to the southerly line of Morse Road; thence easterly on Morse Road 300 feet to Concord Road; thence southerly approximately 170 feet on Concord Road to a point; thence easterly crossing Concord Road and continuing on the northerly line of land of Warren to a point 300 feet easterly of the easterly side line of Concord Road; thence southerly approximately 1800 feet to a point parallel to and 300 feet from the easterly side line of Concord Road; thence southeasterly crossing Candy Hill Road and along the westerly side line of Candy Hill Lane 500 feet to a point; thence westerly, parallel to and 300 feet from the southerly line of Candy Hill Road to a point 300 feet easterly of the easterly side line of Concord Road; thence southerly, parallel to and 300 feet easterly of the easterly side line of Concord Road to a point 300 feet northerly of the northerly side line of Old Sudbury Road; thence southeasterly approximately 2300 feet parallel to and 300 feet from the northerly side line of Old Sudbury Road; thence northeasterly and southeasterly by a line 300 feet and parallel to Rice Road to a point 300 feet northerly of the northerly side line of Old Sudbury Road; thence easterly parallel to and 300 feet from the northerly side line of Old Sudbury Road to a point in the easterly property line of Fairbank; thence southerly crossing Old Sudbury Road on Fairbank line to a point 300 feet southerly of the southerly side line of Old Sudbury Road; thence northwesterly parallel to and 300 feet from the southerly side line of Old Sudbury Road to a point 300 feet easterly of the easterly side line of Concord Road; thence southerly crossing

The Commonwealth of Massachusetts
 Advance copy 1963 Acts and Resolves
 KEVIN H. WHITE, Secretary of the Commonwealth

ACTS, 1963. — CHAP. 40.

21

Goodman's Hill Road parallel to and 300 feet easterly of the easterly side line of Concord Road to the point of beginning.

SECTION 3. *Definitions.* — As used in this act, the following words and terms shall have the following meanings: —

"Building", a combination of materials having a roof and forming a shelter for persons, animals or property.

"Building inspector", the building inspector of the town of Sudbury.

"Commission", the Historic District Commission established by section four.

"Erected", the word "erected" includes the words "built", "constructed", "reconstructed", "restored", "altered", "enlarged"; and "moved".

"Exterior architectural feature", the architectural style and general arrangement of such portion of the exterior of a building or structure as is designed to be open to view from a public street, way or place including the kind, color and texture of the building materials of such portion and the type and style of all windows, doors, lights, signs and other fixtures appurtenant to such portion.

"Historic district", the district established by section two.

"Person", the word "person" includes an individual, a corporate or unincorporated organization or association and the town of Sudbury.

"Structure", a combination of materials, other than a building, sign or billboard, but including a stone wall.

SECTION 4. *Creation and Organization of Historic District Commission.* — A Historic District Commission in the town of Sudbury is hereby established which shall consist of five unpaid members who shall be residents and voters of the town and shall be appointed by the board of selectmen in the manner and for the terms of office as herein provided and until their successors are appointed and qualified: — one member shall be a registered architect, or, in the event that none is available to serve, a person who in the opinion of the board of selectmen by reason of his experience in the building trades is qualified, whose initial appointment shall be for the term of the remainder of the calendar year in which such appointment is made and one year thereafter:

"where possible, three members shall be appointed from among the voters of the various historic districts, whose initial appointment shall be for the term of the remainder of the calendar year in which such appointment is made and three years thereafter; and one member shall be appointed from two nominees of the Sudbury Historical Commission,"

whose initial appointment shall be for the remainder of the calendar year in which such appointment shall be made and five years thereafter. As the terms of office of said members shall expire, their successors shall be appointed in like manner for terms of five years. All nominations for appointment of members of the said commission shall be submitted to the board of selectmen by letter which shall contain a statement of the qualifications of the nominees. Vacancies in the membership of the commission shall be filled by appoint-

2005 ATM

Art. 34

Appted by BOS:

1 Architect

3 from historic districts

1 SHC

ment for the unexpired term from nominees of the commission who nominated the member who shall have vacated his office. A member who shall absent himself from three consecutive meetings of the commission, without cause, shall be deemed to have vacated his office, and the secretary of the commission shall give notice thereof to the board of selectmen who shall thereupon proceed to fill the vacancy. The commission shall elect a chairman, vice-chairman and secretary from its membership. In the case of absence of the chairman from any meeting, the vice-chairman shall preside.

SECTION 5. *Limitations.* — (a) No building or structure, except as provided under section six, shall be erected within the historic district unless and until an application for a certificate of appropriateness as to exterior architectural features which are subject to view from a public street, way or place shall have been filed with the commission and either a certificate of appropriateness or a certificate that no exterior architectural feature is involved, shall have been issued by the commission.

(b) No building or structure within the historic district, except as provided in section six, shall be changed as to exterior color features which are subject to view from a public street, way or place unless and until an application for a certificate of appropriateness as to change in such color features shall have been filed with the commission and such certificate shall have been issued by the commission.

(c) No building or structure within the historic district, except as provided under section six, shall be demolished or removed unless and until an application for a permit to demolish or remove the same shall have been filed with the commission, and such permit shall have been issued by the commission.

(d) No occupational, commercial or other sign, except as provided under section six, and no billboard which is subject to view from a public street, way or place shall be erected or displayed within the historic district unless and until an application for a certificate of appropriateness shall have been filed with the commission, and such certificate shall have been issued by the commission. In the case of any such sign or billboard erected or displayed prior to the effective date of this act, there shall be allowed a period of five years, subsequent to said effective date, in which to obtain such certificate.

(e) No landscaping feature which was considered in granting a certificate of appropriateness or permit for demolition or removal and referred to in such certificate or permit as a necessary condition to the granting of such approval shall be changed, except for ordinary maintenance.

(f) Except in cases excluded by section six: —

(1) No permit shall be issued by the building inspector for any building or structure to be erected within the historic district, until a certificate of appropriateness or a certificate that no exterior architectural feature is involved has been issued under section nine.

(2) No permit shall be issued by the building inspector for the demolition or removal of any building or structure within the historic district until a permit has been issued under said section nine.

SECTION 6. *Exclusions.* — (a) Nothing in this act shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature of any building or structure within the historic district;

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ACTS, 1963. — CHAP. 40.

23

nor shall anything in this act be construed to prevent landscaping changes except landscaping changes, involving more than ordinary maintenance, which relate to landscaping features considered in granting a certificate of appropriateness or permit for demolition or removal and referred to in such certificate or permit as a necessary condition to the granting of such approval; nor shall anything in this act be construed to prevent the erection, construction, reconstruction, restoration, alteration or demolition of any such feature which the building inspector shall certify is required by the public safety because of an unsafe or dangerous condition; nor shall anything in this act be construed to prevent the erection, construction, reconstruction, alteration or demolition of any such feature under a permit issued by the building inspector prior to the effective date of this act.

(b) The following structures and signs may be erected or displayed within the historic district without the filing of an application for, or the issuance of, a certificate of appropriateness: —

(1) Temporary structures or signs for use in connection with any official celebration or parade, or any charitable drive in the town; provided, that any such structure or sign shall be removed within three days following the termination of the celebration, parade or charitable drive for which said structure or sign shall have been erected or displayed. Any other temporary structures or signs which the commission shall determine from time to time may be excluded from the provisions of section five without substantial derogation from the intent and purposes of this act.

(2) Real estate signs of not more than three square feet in area advertising the sale or rental of the premises on which they are erected or displayed.

(3) Occupational or other signs of not more than one square foot in area and not more than one such sign, irrespective of size, bearing the name, occupation or address of the occupant of the premises on which such sign is erected or displayed where such premises are located within a single residence district as defined in the zoning by-law of the town of Sudbury.

(c) The exterior color of any building or structure within the historic district may be changed to white without the filing of an application for, or the issuance of, a certificate of appropriateness or to any color or any combination of colors which the commission shall determine from time to time may be used without substantial derogation from the intent and purposes of this act.

SECTION 7. *Application to be filed with Commission.* — Excepting cases excluded by section six, any person who desires to erect, build, construct, reconstruct, restore, alter, move, demolish, remove or change the exterior color features of any building or structure now or hereafter within the historic district, or to erect or display within the historic district any sign or billboard for which a certificate of appropriateness is required under paragraph (d) of section five, shall file with the commission an application for a certificate of appropriateness or a permit for demolition or removal, as the case may be, together with such plans, elevations, specifications, material and other information drawn to scale, as shall be deemed necessary by the commission to enable it to make a determination on the application.

SECTION 8. *Meetings, Hearings, Time for making Determinations.* — Meetings of the commission shall be held at the call of the chairman and also when called in such other manner as the commission shall determine in its rules.

The commission shall determine promptly, and in all events within fourteen days, after the filing of an application for a certificate of appropriateness as to exterior architectural features, whether the application involves any such features. If the commission determines that such application involves any exterior architectural features, the commission shall hold a public hearing on such application. The commission shall also hold a public hearing on all other applications required to be filed with it under this act, except that the commission may approve an application for a change in exterior color features without holding a hearing if it determines that the color change proposed is appropriate.

The commission shall fix a reasonable time for the hearing on any application and shall give public notice thereof by publishing notice of the time, place and purpose of the hearing in a local newspaper at least fourteen days before said hearing and also, within seven days of said hearing, mail a copy of said notice to the applicant, to the owners of all property deemed by the commission to be affected thereby as they appear on the most recent local tax list, to the planning board of the town, and to such other persons as the commission shall deem entitled to notice.

As soon as convenient after such public hearing but in any event within forty-five days after the filing of the application, or within such further time as the applicant shall allow in writing, the commission shall make a determination on the application. If the commission shall fail to make a determination within said forty-five days, or within such further time allowed by the applicant, the commission shall be deemed to have approved the application.

SECTION 9. *Powers, Functions and Duties of Commission.* — The commission shall have the following powers, functions and duties: —

(a) It shall pass upon: —

(1) The appropriateness of exterior architectural features of buildings and structures to be erected within the historic district wherever such features are subject to view from a public street, way or place.

(2) The appropriateness of changes in exterior color features of buildings and structures within the historic district wherever such features are subject to view from a public street, way or place.

(3) The demolition or removal of any building or structure within the historic district. The commission may refuse a permit for the demolition or removal of any building or structure of architectural or historic interest, the removal of which in the opinion of the commission would be detrimental to the public interest.

(4) The appropriateness of the erection or display of occupational, commercial or other signs and billboards within the historic district wherever a certificate of appropriateness for any such sign or billboard is required under paragraph (d) of section five.

In passing upon appropriateness, demolition or removal, the commission shall determine whether the features, demolition or removal, sign or billboard involved will be appropriate for the purposes of this act and, if it shall be determined to be inappropriate, shall determine whether, owing to conditions especially affecting the building, structure, sign or billboard involved, but not affecting the historic district

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ACTS, 1963. — CHAP. 40.

25

generally, failure to approve an application will involve a substantial hardship, financial or otherwise, to the applicant and whether such application may be approved without substantial detriment to the public welfare and without substantial derogation from the intent and purposes of this act. If the commission determines that the features, demolition or removal, sign or billboard involved will be appropriate or, although inappropriate, owing to conditions as aforesaid, failure to approve an application will involve substantial hardship to the applicant and approval thereof may be made without substantial detriment or derogation as aforesaid, the commission shall approve the application; but if the commission does not so determine, the application shall be disapproved.

In passing upon appropriateness the commission shall consider, among other things, the historic value and significance of the site, building or structure, the general design, arrangement, texture, material and color of the features, sign or billboard involved, and the relation of such factors to similar factors of sites, buildings and structures in the immediate surroundings. The commission shall consider the appropriateness of the size and shape of the building or structure in relation to (a) the land area upon which the building or structure is situated, (b) the landscaping and planting features proposed by the applicant and (c) the neighboring sites, buildings or structures within the district. The commission shall also consider the applicable zoning and other by-laws of the town. The commission shall not consider detailed designs, interior arrangement and other building features not subject to public view.

In approving an application the commission may impose conditions which, if the certificate of appropriateness is acted upon, shall be binding upon the applicant, the owner of the property and his successors in title. Prior to approving an application subject to conditions, the commission may notify the applicant of its proposed action and permit the applicant to express his opinion thereon.

The concurring vote of three members of the commission shall be necessary to make a determination in favor of the applicant on any matter upon which the commission is required to pass under this act.

(b) In the case of an approval by the commission of an application for a certificate of appropriateness or a permit for demolition or removal, or in the event an application is deemed approved through failure to make a determination within the time specified in section eight, the commission shall cause a certificate of appropriateness or a permit for demolition or removal, as the case may be, dated and signed by its chairman or vice-chairman, to be issued to the applicant.

(c) In the case of disapproval of an application for a certificate of appropriateness or a permit for demolition or removal, the commission shall cause a notice of its determination, dated and signed by its chairman or vice-chairman in the absence of the chairman to be issued to the applicant, setting forth therein the reasons for its determination, and, as to applications for a certificate of appropriateness, the commission may make recommendations to the applicant with respect to appropriateness of design, arrangement, texture, material, color and similar factors. Prior to the issuance of any disapproval, the commission may notify the applicant of its proposed action accompanied by recommendations of changes in the applicant's proposal which, if made, would make the application acceptable to the commission. If within ten days of the

receipt of such a notice the applicant files a written modification of his application in conformity with the recommended changes of the commission, the commission shall cause a certificate of appropriateness or permit for demolition or removal, as the case may be, dated and signed by its chairman or vice-chairman in the absence of the chairman, to be issued to the applicant.

(d) In the case of a determination by the commission that an application for a certificate of appropriateness does not involve any exterior architectural feature, the commission shall cause a certificate of such determination, dated and signed by its chairman or vice-chairman in the absence of the chairman to be issued forthwith to the applicant.

(e) The commission shall keep a permanent record of its resolutions, transactions, and determinations, and may make such rules and regulations consistent with this act and prescribe such forms as it shall deem desirable and necessary.

(f) The commission shall file with the town clerk a notice of all determinations made by it, and approvals of applications through failure of the commission to make a determination within the time allowed under section eight, except that no notice of a determination that an application for a certificate of appropriateness does not involve any exterior architectural feature shall be filed.

(g) The commission may incur expenses necessary to the carrying on of its work within the amount of its appropriation.

SECTION 10. *Appeals.* — Any person aggrieved by a determination of the commission or by an approval of an application through failure of the commission to make a determination within the time allowed under section eight, whether or not previously a party to the proceeding, or any officer or board of the town may, within twenty days after the filing of a notice of such determination or approval with the town clerk, appeal to the superior court sitting in equity for the county of Middlesex. The court shall hear all pertinent evidence and determine the facts and if, upon the facts so determined, such determination or approval is found to exceed the authority of the commission, the court shall annul such determination or approval and remand the case for further action by the commission. The remedies provided by this action shall be exclusive; but the parties shall have all rights of appeal and exception as in other equity cases. Costs shall not be allowed against the commission unless it shall appear to the court that the commission acted in bad faith or with malice in the matter from which the appeal was taken.

Costs shall not be allowed against the party appealing from such determination or approval of the commission unless it shall appear to the court that said party acted in bad faith or with malice in making the appeal to the court.

SECTION 11. *Enforcement.* — Any person who violates any of the provisions of this act shall be guilty of a misdemeanor, and upon conviction thereof shall be fined not less than ten dollars nor more than five hundred dollars.

The superior court sitting in equity for the county of Middlesex upon the petition of the board of selectmen shall have jurisdiction to enforce the provisions of this act and the determinations, rulings and regulations issued thereunder and may restrain by injunction violations thereof and issue such other orders for relief of violations as may be required.

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ACTS, 1963. — CHAPS. 41, 42. 27

SECTION 12. *Changes in Historic District.* — The district established by section two may be enlarged or reduced and new districts may be created by a two-thirds vote at any regular or special town meeting called for the purpose. Prior to any such action, the planning board of the town shall hold a public hearing, duly advertised, thereon and shall report its recommendations to the town meeting.

SECTION 13. *Historic Zoning.* — The town of Sudbury by a two-thirds vote at any regular town meeting or at any special town meeting called for the purpose may enact additions, changes or amendments to its zoning by-laws to assist in carrying out the purpose of this act. Prior to any such enactment, the planning board of said town shall hold a public hearing, duly advertised, thereon and shall report its recommendations to the town meeting.

SECTION 14. *Severability of Provisions.* — The provisions of this act shall be deemed to be severable; and in case any section, paragraph or part of this act shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair the validity of any other sections, paragraphs or parts of this act.

SECTION 15. This act shall take effect upon its acceptance by the town of Sudbury. *Approved February 18, 1963.*

Chap. 41. AN ACT RELATIVE TO THE SEWAGE DISPOSAL SYSTEM OF THE TOWN OF LENOX.

Be it enacted, etc., as follows:

SECTION 1. Notwithstanding the provisions of any special or general law to the contrary the town of Lenox may pay the entire expenses which may be incurred from time to time in enlarging, extending and improving its sewage and sewage disposal system, without assessing any part of the expenses so incurred upon persons benefited by such enlargement, extension or improvement; but nothing herein contained shall prevent the selectmen or sewer commissioners, as the case may be, from establishing from time to time for the use of common sewers just and equitable annual charges to be paid by every person who enters his particular sewer therein.

SECTION 2. To the extent that the town of Lenox may have heretofore paid the entire expenses of enlarging, extending and improving its system of sewage and sewage disposal without assessing the persons benefited by such enlargement, extension or improvement, such action is hereby validated and confirmed.

SECTION 3. This act shall take effect upon its passage. *Approved February 18, 1963.*

Chap. 42. AN ACT EXTENDING THE TIME DURING WHICH THE TOWN OF SOMERSET MAY BORROW TO CONSTRUCT AND OPERATE A SYSTEM OR SYSTEMS OF SEWERAGE AND SEWAGE DISPOSAL.

Be it enacted, etc., as follows:

SECTION 1. Section 8 of chapter 17 of the acts of 1953, as amended by section 1 of chapter 193 of the acts of 1958, is hereby further amended by striking out, in line 3, the word "ten" and inserting in place thereof the

FILED ON: 12/27/2021

HOUSE No. 4313

Substituted by the House, on motion of Ms. Garlick of Needham, for a bill with the same title (House No. 4313). December 27, 2021.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Second General Court
(2021-2022)

An Act relative to the membership of the Historic District Commission of the town of Sudbury.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Chapter 40 of the acts of 1963 is hereby amended by striking out section 4
2 and inserting in place thereof the following section:-

3 Section 4. Creation and Organization of Historic Districts Commission. — A historic
4 districts commission in the town of Sudbury is hereby established which shall consist of 5 unpaid
5 members who shall be residents and voters of the town and shall be appointed by the select board
6 in the manner and for the terms of office as herein provided and until their successors are
7 appointed and qualified: — 1 member shall be a registered architect, or, in the event that none is
8 available to serve, a person who in the opinion of the select board by reason of their experience
9 in the building trades is qualified, whose initial appointment shall be for the term of the
10 remainder of the calendar year in which such appointment is made and one year thereafter;
11 where possible, 3 members shall be appointed from among the voters of the various historic
12 districts, whose initial appointment shall be for the term of the remainder of the calendar year in
13 which the appointment is made and 3 years thereafter; and 1 member shall be appointed from 2

Attachment19.a: 2022 Sudbury MA CLG Application Package part 1.rev (5460 : Vote the Town becomes a Certified Local Govt with Mass

14 nominees of the Sudbury historical commission. The select board shall appoint 2 associate
15 members to the historic districts commission, said associate members being authorized to
16 participate in all commission discussions, and, as designated by the chair, to sit as voting
17 members in the event of an absence, inability to act, or conflict of interest on the part of any
18 member of the commission, or in the event of a vacancy on the commission until said vacancy is
19 filled in the manner prescribed herein. Said associate members shall be appointed by the select
20 board in the manner provided herein, at the discretion of the select board. As the terms of office
21 of said members shall expire, their successors shall be appointed in like manner for terms of 5
22 years. All nominations for appointment of members of the said commission shall be submitted to
23 the select board by letter, which shall contain a statement of the qualifications of the nominees.
24 Vacancies in the membership of the commission shall be filled by appointment for the unexpired
25 term from nominees of the commission who nominated the member who shall have vacated their
26 office. A member who shall absent themselves from 3 consecutive meetings of the commission,
27 without cause, shall be deemed to have vacated their office, and the secretary of the commission
28 shall give notice thereof to the select board who shall thereupon proceed to fill the vacancy. The
29 commission shall elect a chair, vice-chair and secretary from its membership. In the case of
30 absence of the chair from any meeting, the vice-chair shall preside.

31 SECTION 2. Section 11 of said chapter 1963 is hereby amended by striking out the
32 words “board of selectmen” and inserting in place thereof the following words:- select board.

33 SECTION 3. This act shall take effect upon its passage.

HISTORIC DISTRICTS

OLD SUDBURY & HUDSON ROAD DISTRICTS

WAYSIDE INN HISTORIC DISTRICTS NO. 1 & 2

KING PHILIP HISTORIC DISTRICT

GEORGE PITTS TAVERN HISTORIC DISTRICT

NOTE:

While historic districts are not part of the Zoning Bylaw (Article IX) of the Town Bylaws, plans showing the boundaries of the four historic districts currently in existence in the Town have been included here for information since the exterior architectural and color features of building, landscaping, stone walls, signs, etc., located within an historic district are subject to restrictions and controls under Chapter 40 of the Acts of 1963 administered by the Historic District Commission.

Article 4 of the 1961 Annual Town Meeting empowered the Selectmen to appoint an Historic Districts Study Committee. This Committee reported to the Town in 1962 recommending the acceptance of a special act, similar to the State enabling act (Chapter 40C, G.L.) but "modified by this Committee to better suit the needs of Sudbury". The purpose of the act was to preserve and protect buildings, places and districts of historic or architectural significance by establishing an Historic Districts Commission of five members and by defining its powers and duties. Subsequently, the General Court passed the proposed special act as Chapter 40 of the Acts of 1963, and it was accepted by vote of the Town under Article 31 of the 1963 Annual Town Meeting.

In addition to providing for the Historic Districts Commission and defining its powers, Chapter 40 of the Acts of 1963 established the boundaries of Sudbury's first historic district in the Town Center along Concord Road, Old Sudbury Road, and along Hudson Road to the railroad tracks. The 1967 Annual Town Meeting under Article 44 extended the district along Hudson Road to the intersection of Maynard and Hudson Roads so the boundaries are as presently shown on the plan.

The Annual Town Meeting of 1967, under Article 45 and 46, established and defined the boundaries of Wayside Inn Districts No. 1 and No. 2. The King Philip Historic District was established at the 1972 Annual Town Meeting under Article 30. An extension of the Old Sudbury and Hudson Road District was approved at the 2000 Annual Town Meeting under Article 35.

The Annual Town Meeting of 2005, under section 12 of chapter 40 of the acts and Resolves of 1963, extended the King Philip Historic District by adding: Beginning and running westerly on Boston Post Road from the westerly border of the existing King Philip Historic District, including 300 ft. on either side of the layout of said road, to the intersection of Concord Road and extending 300 ft. beyond said Concord Road; thence running north on Concord Road to a point 150 ft. beyond the southerly sideline of Codjer Lane on the easterly side of Concord Road and to the southerly sideline of Codjer Lane on the westerly side of Concord Road, including 300 ft. on either side of the layout of said road.

The Annual Town Meeting of 2008, under section 12 of chapter 40 of the Acts and Resolves of 1963, created the George Pitts Tavern Historic District; Beginning at a point on the southerly sideline of Boston Post Road, said point being on the southwesterly boundary of the King Philip Historic District, as amended in 2005;

Thence southeasterly along said boundary 150 feet to a point;

Thence southwesterly, 150 feet distant from and parallel to the southerly sideline of Boston Post Road, to a point, said point being 150 feet, measured perpendicularly, from the southeasterly sideline of Maple Avenue;

Thence southeasterly, 150 feet distant from and parallel to the southeasterly sideline of Maple Avenue, to a point, said point being on a line perpendicular to the sideline of Maple Avenue where the 1892 public layout of Maple Avenue ends:

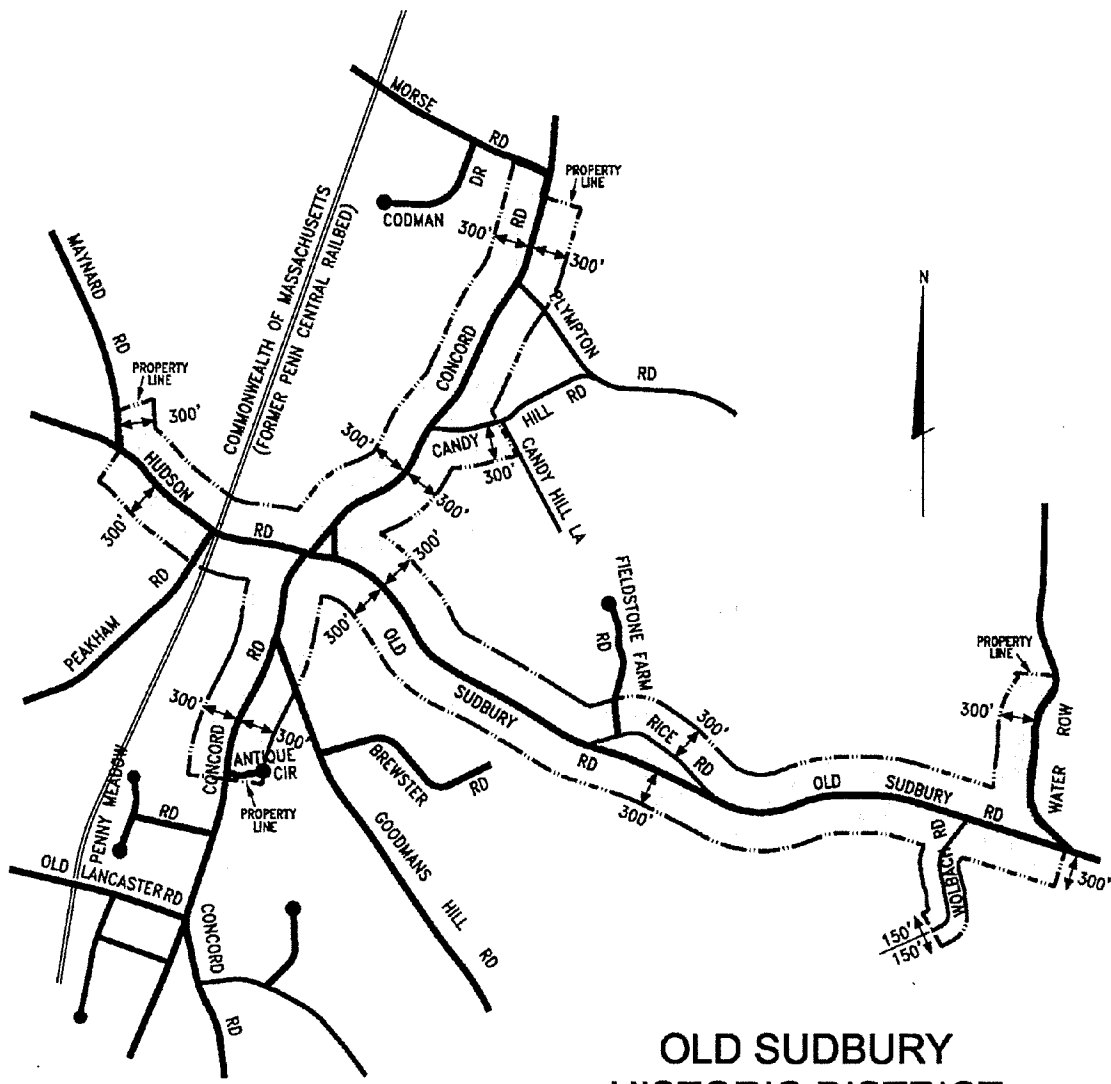
Thence southwesterly to the sideline of Maple Avenue and then continuing across the road to a point on the southwesterly sideline of Maple Avenue;

Thence northwesterly along said sideline to a point, said point being a property corner between Lot 1 and Land of Withrow, shown on Plan 1260 of 1967, recorded at the Middlesex South Registry of Deeds;

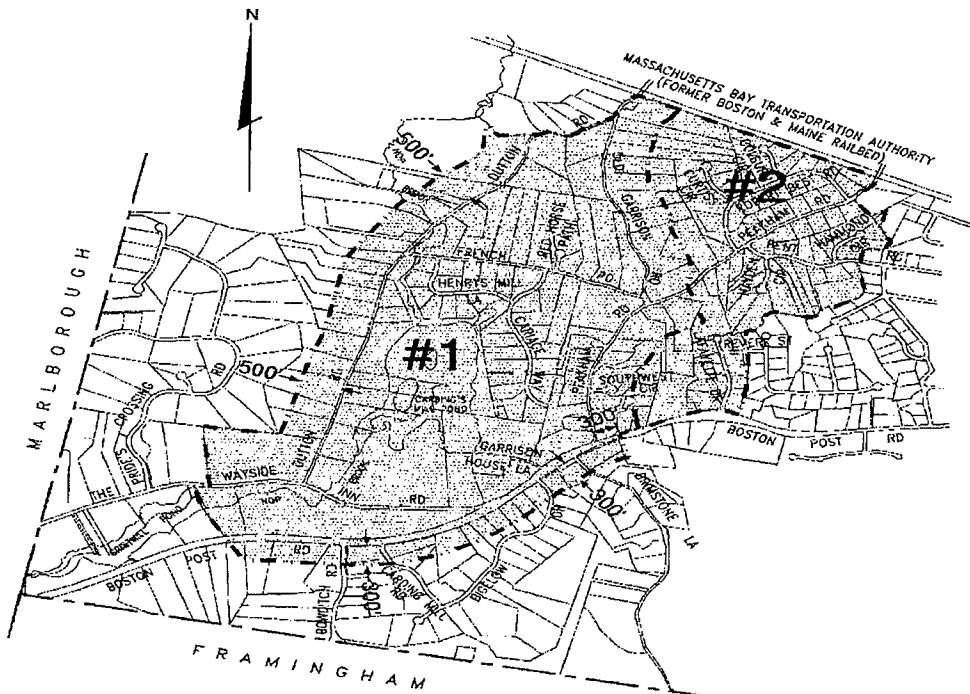
Thence turning at a right angle to the left from the northwesterly sideline and running 150 feet to a point; Thence northwesterly, 150 feet distant from and parallel to the northwesterly sideline of Maple Avenue to a point on the southerly property line of Lot 3, also known as 395 Boston Post Road, shown on Plan 1202 of 1946, recorded at the Middlesex South Registry of Deeds;

Thence northeasterly along said property line to a point on the northwesterly sideline of Maple Avenue; Thence northwesterly along the sideline of Maple Avenue to a point, said point being the intersection of the northwesterly sideline of Maple Avenue and the southerly sideline of Boston Post Road;

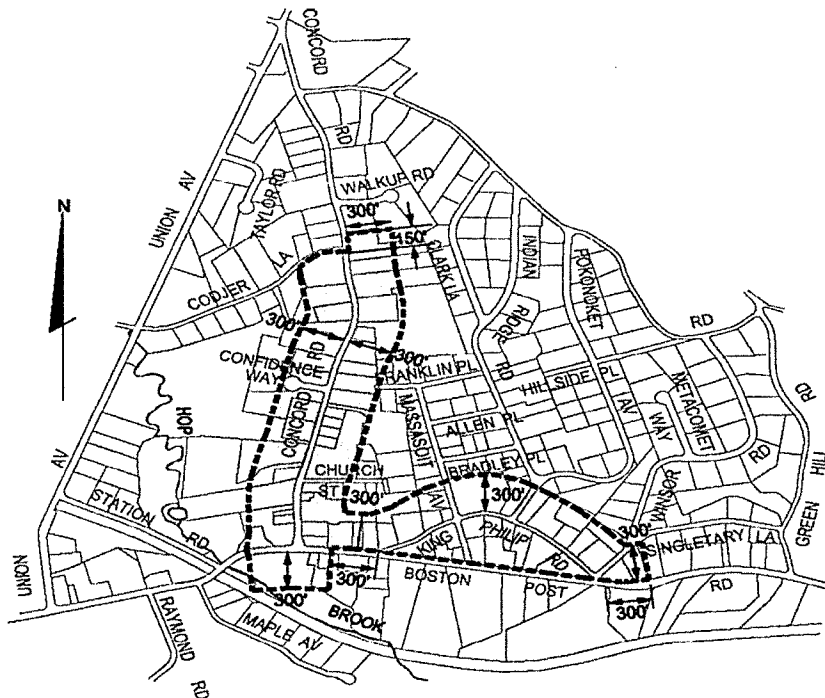
Thence northeasterly along the southerly sideline of Boston Post Road to the point of beginning.



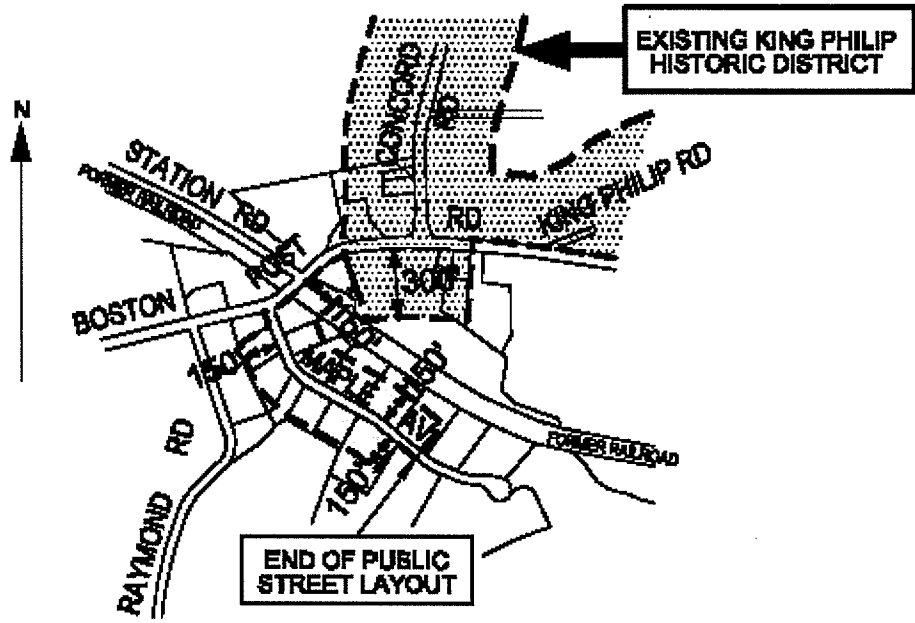
**OLD SUDBURY
HISTORIC DISTRICT**



WAYSIDE INN HISTORIC DISTRICTS #1 & #2



KING PHILIP HISTORIC DISTRICT



**GEORGE PITTS TAVERN
HISTORIC DISTRICT**



At a legal meeting of the qualified voters of the Town of Sudbury,
held March 27, 1967 the following business was transacted under

Article 45 –Wayside Inn District #1

MODERATOR DECLARED UNANIMOUSLY VOTED:

In the words of the Article with the exception of the omission of the word
“Zone”

A true copy, Attest:

Beth R. Klein
Town Clerk

Attachment19.a: 2022 Sudbury MA CLG Application Package part 1.rev (5460 : Vote the Town becomes a Certified Local Govt with Mass

1967 - Wayside Inn Historic District

Road District of 1963; thence in a southeasterly direction by said Hudson Road District of 1963 to the point of beginning.

Pass any vote or take any action relative thereto.
Submitted by the Historic Districts Commission.

VOTED: TO DEFER UNTIL CONSIDERATION OF ARTICLE 48.

Article 45. To see if the Town will vote to accept an Historic District Zone to be known as Wayside Inn District #1 and located as follows: Beginning at a point on the northerly side of the Boston Post Road at a point 300 feet easterly of the easterly side line of Peakham Road; thence in a southerly direction at right angles to said Boston Post Road to a point 300 feet southerly of the southerly side of said Boston Post Road; thence in a general westerly direction and 300 feet from and parallel to the southerly line of the Boston Post Road and the southerly line of the State Highway to the extension of the westerly side line of The Wayside Inn; thence in a northerly direction along said westerly side line of The Wayside Inn to the southerly side of The Wayside Inn Road; thence in an easterly direction by the southerly side of The Wayside Inn Road to a point opposite the extension of other land of The Wayside Inn; thence in a northerly and easterly direction by land of The Wayside Inn to a point 500 feet westerly of the westerly side line of Dutton Road; thence in a northerly direction and 500 feet westerly of the westerly side line of Dutton Road to the northerly line of land of Massachusetts Federation of Women's Club; thence in a general easterly direction by said line to the westerly side line of Dutton Road; thence in a northerly direction by said side line of Dutton Road to land of the Boston and Maine Railroad Co.; thence in an easterly direction by land of said Boston and Maine Railroad Co. to a point 500 feet easterly of the easterly side line of Dutton Road; thence in a southerly direction and 500 feet and parallel to the easterly side line of Dutton Road, Old Garrison Road and Peakham Road to the northerly side line of the Boston Post Road; thence in a westerly direction by the northerly side line of the Boston Post Road to the point of beginning.

Pass any vote or take any action relative thereto.
Submitted by the Historic Districts Commission.

Planning Board Report: The Planning Board recommends the passage of this article, which establishes an Historic District around the colonial heritage of the Wayside Inn and several other old houses in that region which date to the mid-1600's.

UNANIMOUSLY VOTED: IN THE WORDS OF THE ARTICLE WITH THE EXCEPTION OF THE OMISSION OF THE WORD "ZONE".

Article 46. To see if the Town will vote to accept an Historic District Zone to be known as Wayside Inn District #2 and located as follows: Beginning at a point 500 feet easterly of the easterly side line of Dutton Road and the southerly side line of land of the Boston and Maine Railroad Co.; thence in an easterly direction by land of said Boston and Maine Railroad Co. to the easterly side line of Peakham Road; thence in a southerly direction by the easterly side line of said Peakham Road to land of William and Paul Griffin; thence southeasterly, northeasterly, southeasterly, southwesterly by said side line of William and Paul Griffin to easterly side line of the estate of Mabel Lamprey; thence southerly by said side line of Estate of Mabel Lamprey and John C. & Mary O'Brien to the northerly side line of the Boston Post Road; thence in a westerly direction by said Boston Post Road to a point 500 feet easterly of the easterly side line of Peakham Road; thence in a northerly direction 500 feet easterly and parallel to Peakham Road, Old Garrison Road and Dutton Road to the point of beginning.

Pass any vote or take any action relative thereto.
Submitted by the Historic Districts Commission.

Planning Board recommends in favor of the passage of this article which enlarges the historic district proposed in Article 45.

UNANIMOUSLY VOTED: IN THE WORDS OF THE ARTICLE WITH THE EXCEPTION OF THE OMISSION OF THE WORD "ZONE".

Article 47. To see if the Town will vote to amend Article IX of the By-laws (Zoning By-law) of the Town by rearranging said Article IX in its entirety to read in accordance with a copy thereof on file with the Town Clerk, and copy of which has been mailed to each household in Sudbury.

Pass any vote or take any action relative thereto.
Submitted by the Planning Board.

Report: Our zoning By-law has grown in a disorganized fashion to the extent that it is now very difficult to retrieve data governing land use, etc. This article would substitute a carefully organized version of the Zoning

A TRUE COPY, ATTEST:
TOWN CLERK

Attachment 19.a: 2022 Sudbury MA CLG Application Package part 1.rev (5460 : Vote the Town becomes a Certified Local Govt with Mass



At a legal meeting of the qualified voters of the Town of Sudbury,
held March 27, 1967 the following business was transacted under

Article 46 – Wayside Inn District #2

MODERATOR DECLARED UNANIMOUSLY VOTED:

In the words of the Article with the exception of the omission of the word
“Zone”

A true copy, Attest:

Beth R. Klein
Town Clerk

1967 - Wayside Inn Historic District

Road District of 1963; thence in a southeasterly direction by said Hudson Road District of 1963 to the point of beginning.

Pass any vote or take any action relative thereto.
Submitted by the Historic Districts Commission.

VOTED: TO DEFER UNTIL CONSIDERATION OF ARTICLE 48.

Article 45. To see if the Town will vote to accept an Historic District Zone to be known as Wayside Inn District #1 and located as follows: Beginning at a point on the northerly side of the Boston Post Road at a point 300 feet easterly of the easterly side line of Peakham Road; thence in a southerly direction at right angles to said Boston Post Road to a point 300 feet southerly of the southerly side of said Boston Post Road; thence in a general westerly direction and 300 feet from and parallel to the southerly line of the Boston Post Road and the southerly line of the State Highway to the extension of the westerly side line of The Wayside Inn; thence in a northerly direction along said westerly side line of The Wayside Inn to the southerly side of The Wayside Inn Road; thence in an easterly direction by the southerly side of The Wayside Inn Road to a point opposite the extension of other land of The Wayside Inn; thence in a northerly and easterly direction by land of The Wayside Inn to a point 500 feet westerly of the westerly side line of Dutton Road; thence in a northerly direction and 500 feet westerly of the westerly side line of Dutton Road to the northerly line of land of Massachusetts Federation of Women's Club; thence in a general easterly direction by said line to the westerly side line of Dutton Road; thence in a northerly direction by said side line of Dutton Road to land of the Boston and Maine Railroad Co.; thence in an easterly direction by land of said Boston and Maine Railroad Co. to a point 500 feet easterly of the easterly side line of Dutton Road; thence in a southerly direction and 500 feet and parallel to the easterly side line of Dutton Road, Old Garrison Road and Peakham Road to the northerly side line of the Boston Post Road; thence in a westerly direction by the northerly side line of the Boston Post Road to the point of beginning.

Pass any vote or take any action relative thereto.
Submitted by the Historic Districts Commission.

Planning Board Report: The Planning Board recommends the passage of this article, which establishes an Historic District around the colonial heritage of the Wayside Inn and several other old houses in that region which date to the mid-1600's.

UNANIMOUSLY VOTED: IN THE WORDS OF THE ARTICLE WITH THE EXCEPTION OF THE OMISSION OF THE WORD "ZONE".

Article 46. To see if the Town will vote to accept an Historic District Zone to be known as Wayside Inn District #2 and located as follows: Beginning at a point 500 feet easterly of the easterly side line of Dutton Road and the southerly side line of land of the Boston and Maine Railroad Co.; thence in an easterly direction by land of said Boston and Maine Railroad Co. to the easterly side line of Peakham Road; thence in a southerly direction by the easterly side line of said Peakham Road to land of William and Paul Griffin; thence southeasterly, northeasterly, southeasterly, southwesterly by said side line of William and Paul Griffin to easterly side line of the estate of Mabel Lamprey; thence southerly by said side line of Estate of Mabel Lamprey and John C. & Mary O'Brien to the northerly side line of the Boston Post Road; thence in a westerly direction by said Boston Post Road to a point 500 feet easterly of the easterly side line of Peakham Road; thence in a northerly direction 500 feet easterly and parallel to Peakham Road, Old Garrison Road and Dutton Road to the point of beginning.

Pass any vote or take any action relative thereto.
Submitted by the Historic Districts Commission.

Planning Board recommends in favor of the passage of this article which enlarges the historic district proposed in Article 45.

UNANIMOUSLY VOTED: IN THE WORDS OF THE ARTICLE WITH THE EXCEPTION OF THE OMISSION OF THE WORD "ZONE".

Article 47. To see if the Town will vote to amend Article IX of the By-laws (Zoning By-law) of the Town by rearranging said Article IX in its entirety to read in accordance with a copy thereof on file with the Town Clerk, and copy of which has been mailed to each household in Sudbury.

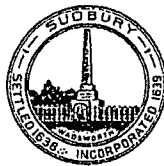
Pass any vote or take any action relative thereto.
Submitted by the Planning Board.

Report: Our zoning By-law has grown in a disorganized fashion to the extent that it is now very difficult to retrieve data governing land use, etc. This article would substitute a carefully organized version of the Zoning

A TRUE COPY, ATTEST:

[Signature]
TOWN CLERK

Attachment 19.a: 2022 Sudbury MA CLG Application Package part 1.rev (5460) : Vote the Town becomes a Certified Local Govt with Mass



At a legal meeting of the qualified voters of the Town of Sudbury,
held April 10, 1972 the following business was transacted under

Article 30 –King Philip Historical District

MODERATOR DECLARED UNANIMOUSLY VOTED:

That the Town create a new Historic District as authorized by section 12 of Chapter 40 of the Acts of 1963 to known as King Philip District and bounded and described as set forth in Article 30 in the warrant for this meeting.

A true copy, Attest:

Beth R. Klein
Town Clerk



*At a legal meeting of the qualified voters of the Town of
Sudbury, held April 5, 2000 the following business was
transacted under Article 35 EXTEND OLD SUDBURY HISTORIC
DISTRICT*

UNANIMOUSLY VOTED: Move in the words of the article

To see if the Town will vote to modify the Old Sudbury Historic District created under C.40 of the Acts of 1963 so that the area corresponds to the area denoted in the National Register of Historic Places and is located as follows:

Beginning at a point three hundred feet northerly of the northerly sideline of Old Sudbury Road, said point being on the easterly property line of Fairbank, being the easterly terminus of the Old Sudbury Historic District;

Thence Easterly, parallel to and three hundred feet distant from the northerly sideline of Old Sudbury Road, to a point three hundred feet Westerly of the Westerly sideline of Water Row;

Thence Northerly, parallel to and three hundred feet distant from the Westerly sideline of Water Row, a distance of one thousand thirty feet, more or less, to a point on the Northerly property line of Dickson;

Thence Easterly along the Northerly property line of Dickson, a distance of three hundred feet to a point on the Westerly sideline of Water Row;

Thence Southerly, along the Westerly sideline of Water Row, to a point at the intersection of the Westerly sideline of Water Row with the Northerly sideline of Old Sudbury Road;

Thence Southerly, crossing Old Sudbury Road, along a line perpendicular to Old Sudbury Road, to a point three hundred feet Southerly of the Southerly sideline of Old Sudbury Road;

Thence Westerly, parallel to and three hundred feet distant from the Southerly sideline of Old Sudbury Road, a distance of seven hundred feet, more or less, to a point one hundred fifty feet Southeasterly of the Southeasterly sideline of Wolbach Road;

Thence Southwesterly, Southerly, and Southwesterly, parallel to and one hundred fifty feet distant from the sideline of Wolbach Road, a distance of eight hundred eighty feet, more or less, to a point one hundred fifty feet Southeasterly of the Southeasterly sideline of Wolbach Road;

Thence Northwesterly, crossing Wolbach Road at the Southwesterly terminus of the 1916 public way, to a point one hundred fifty feet northwesterly of the Northwesterly sideline of Wolbach Road;

Thence Northeasterly, Northerly and Northeasterly, parallel to and one hundred fifty feet distant from the sideline of Wolbach Road, a distance of six hundred twenty feet, more or less, to a point three hundred feet Southerly of the Southerly sideline of Old Sudbury Road;

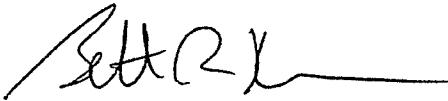
Thence Westerly, parallel to and three hundred feet distant from the southerly sideline of Old Sudbury Road, a distance of nine hundred fifty feet, more or less, to a point on the Easterly terminus of the Old Sudbury Historic District;

Thence northerly, crossing Old Sudbury Road, to the point of beginning.

or act on anything relative thereto.

Submitted by Board of Selectmen.

A true copy, attest;

A handwritten signature in black ink, appearing to read 'Beth Klein', with a horizontal line extending to the right.

Beth Klein
Town Clerk



*At a legal meeting of the qualified voters of the Town of Sudbury,
held April 6, 2005 the following business was transacted under*

Article 35 – EXTEND KING PHILIP HISTORIC DISTRICT

UNANIMOUSLY VOTED: Moderator declared a two-thirds vote

Pursuant to section 12 of chapter 40 of the Acts and Resolves of 1963, to extend the King Philip Historic District by adding thereto the land:

Beginning and running westerly on Boston Post Road from the westerly border of the existing King Philip Historic District, including 300 ft. on either side of the layout of said road, to the intersection of Concord Road and extending 300 ft. beyond said Concord Road; thence running north on Concord Road to a point 150 ft. beyond the southerly sideline of Codjer Lane on the easterly side of Concord Road and to the southerly sideline of Codjer Lane on the westerly side of Concord Road, including 300 ft. on either side of the layout of said road.

Submitted by the Historic Districts Commission.

A true copy, Attest:

Barbara A. Siira
Town Clerk

A TRUE COPY, ATTEST:

TOWN CLERK



*At a legal meeting of the qualified voters of the Town of Sudbury,
held April 9, 2008 the following business was transacted under*

**Article 37 – CREATE THE GEORGE PITTS TAVERN
HISTORIC DISTRICT**

UNANIMOUSLY VOTED: That the Town create a new Historic District as authorized by Section 12 of Chapter 40 of the Acts of 1963, to be known as the George Pitts Tavern Historic District and bounded and described as follows:

Beginning at a point on the southerly sideline of Boston Post Road, said point being on the southwesterly boundary of the King Philip Historic District, as amended in 2005;

Thence southeasterly along said boundary 150 feet to a point;

Thence southwesterly, 150 feet distant from and parallel to the southerly sideline of Boston Post Road, to a point, said point being 150 feet, measured perpendicularly, from the southeasterly sideline of Maple Avenue;

Thence southeasterly, 150 feet distant from and parallel to the southeasterly sideline of Maple Avenue, to a point, said point being on a line perpendicular to the sideline of Maple Avenue where the 1892 public layout of Maple Avenue ends;

Thence southwesterly to the sideline of Maple Avenue and then continuing across the road to a point on the southwesterly sideline of Maple Avenue;

Thence northwesterly along said sideline to a point, said point being a property corner between Lot 1 and Land of Withrow, shown on Plan 1260 of 1967, recorded at the Middlesex South Registry of Deeds;

Thence turning at a right angle to the left from the northwesterly sideline and running 150 feet to a point;

Thence northwesterly, 150 feet distant from and parallel to the northwesterly sideline of Maple Avenue to a point on the southerly property line of Lot 3, also known as 395 Boston Post Road, shown on Plan 1202 of 1946, recorded at the Middlesex South Registry of Deeds;

Thence northeasterly along said property line to a point on the northwesterly sideline of Maple Avenue;

Thence northwesterly along the sideline of Maple Avenue to a point, said point being the intersection of the northwesterly sideline of Maple Avenue and the southerly sideline of Boston Post Road;

Thence northeasterly along the southerly sideline of Boston Post Road to the point of beginning.

A true copy, Attest:

Rosemary B. Harvell

Rosemary B. Harvell
Town Clerk

A TRUE COPY, ATTEST:

[Signature]
TOWN CLERK