



SUDBURY SELECT BOARD
TUESDAY FEBRUARY 7, 2023
6:30 PM, ZOOM

Item #	Time	Action	Item
	6:30 PM		CALL TO ORDER
EXECUTIVE SESSION			
1.	6:30 PM		Vote to immediately enter into Executive Session to discuss the deployment of security personnel or devices, or strategies with respect thereto (Purpose 4).
2.		<i>VOTE</i>	Vote to close executive session and resume open session.
			Opening remarks by Chair
			Reports from Interim Town Manager
			Reports from Select Board
			Public comments on items not on agenda
PUBLIC HEARING			
3.		<i>VOTE</i>	Vote to open public hearing for alcohol license
4.	7:15 PM	<i>VOTE / SIGN</i>	As the Licensing Authority for the Town of Sudbury, in accordance with MGL c138, s. 15, vote to approve a Change of Manager for RBSBW, Inc. d/b/a Sudbury Farms, 439 Boston Post Road, from James Kevin McCafferty to Kevin Fry, as requested in an application dated January 12, 2023. (~15 min.)
5.		<i>VOTE</i>	Vote to close public hearing
MISCELLANEOUS			
6.		<i>VOTE</i>	Interview candidate for the Capital Improvement Advisory Committee (CIAC). Following interview, vote whether to appoint Lisa Saklad, 73 Firecut Lane, for a term to expire 05/31/2026.
7.		<i>VOTE</i>	Vote to authorize the Interim Town Manager to sign the contract/agreement with Pare Corporation to conduct environmental compliance monitoring services for the Phase 2D construction of the Bruce Freeman Rail Trail, as requested by Adam Duchesneau, Director of Planning and Community Development.

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
8.			Discussion of potential Special Town Election Ballot Timelines/Guidelines. Town Clerk Beth Klein & Lauren Goldberg of KP Law to attend.
9.		<i>VOTE</i>	Vote to accept 2023 Annual Town Meeting articles submitted by 1/31/23 and to refer all articles to Town Counsel for review and comment as to form. Also vote on order of articles, and designate articles for the consent calendar. Also vote to refer any Zoning Bylaw amendments and street acceptance articles to the Planning Board.
10.		<i>VOTE</i>	Update on issues with Fairbank Pool dive well (possible chlorine leaks, etc.) including potential costs and funding sources. Also possible vote to appropriate a sum of \$275,500 in ARPA funding to address deteriorated and failed piping, valves and fittings at the Atkinson Lap and Dive pools. In attendance will be Sandra Duran, Dennis Mannone, Craig Blake, Jennifer Pincus.
11.		<i>VOTE</i>	Discussion on ATM Fairbank A/V article, potential funding sources for the A/V design, and which Board Member will present on Capital Night 2/13.
12.		<i>VOTE</i>	Vote to reallocate the \$268,568.82 of unspent ARPA funding related to the waterline connection replacement affecting the Fairbank property to the Fairbank Community Center project Owner's Construction Contingency budget to fund unforeseen or previously unknown costs associated with the original (as bid) Fairbank Community Center scope, provided that any unspent funds remaining at the completion of construction of the original scope project would revert back to the Town.
13.		<i>VOTE</i>	Request to reallocate \$11,542 in ARPA funds originally allocated to purchase a new stretcher to purchase a new Rescue Boat, as requested by Fire Chief John Whalen.
14.		<i>VOTE</i>	Vote to allow the balance of \$233,500 of \$1,000,000 ARPA funding allocated to the Boston Post Rd. Fire Station No. 2 project to remain in place for required utilization in current contractual obligations with the balance to be utilized for unknown/unforeseen conditions which may arise during the project duration.
15.		<i>VOTE</i>	Financial Policies Amendment for Timing of Capital Improvement Advisory Committee (CIAC) Input on Capital Articles
16.		<i>VOTE</i>	Discussion and possible vote on a request from Elevate Youth - a non-Sudbury non-profit organization providing outdoor experiences to urban youth – to conduct a fishing clinic at Camp Sewataro, for which compensation would be provided.
17.			MBTA Communities update
18.			Public Comments (cont)
19.			Upcoming agenda items
CONSENT CALENDAR			
20.		<i>VOTE</i>	Vote to Grant a Special Permit to the National Brain Tumor Society, to hold the "National Brain Tumor Society Ride" on

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Item #	Time	Action	Item
			Sunday, May 21, 2023, from 7:00 A.M. through approximately 2:00 P.M., subject to compliance with conditions outlined by the Police and Fire Departments, DPW and Park and Recreation, subject to receipt of a certificate of liability.
21.		<i>VOTE</i>	Vote to accept the Executive Office of Public Safety, Department of Fire Service (EOPS/DFS) FY23 Firefighter Safety Equipment Grant in the amount of \$12,382.30. These funds will be used to purchase replacement firefighting gear for four (4) members of the Fire Department, as requested by Fire Chief John Whalen.
22.		<i>VOTE</i>	Vote to accept the Easement for Pedestrian Access (sidewalk easement) for the sidewalks in the Cold Brook Crossing residential development along North Road/Route 117 and Cold Brook Drive, as requested by Adam Duchesneau, Director of Planning and Community Development.

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, February 7, 2023

EXECUTIVE SESSION**1: Exec Session discussion****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to immediately enter into Executive Session to discuss the deployment of security personnel or devices, or strategies with respect thereto (Purpose 4).

Recommendations/Suggested Motion/Vote: Vote to immediately enter into Executive Session to discuss the deployment of security personnel or devices, or strategies with respect thereto (Purpose 4).

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

02/07/2023 6:30 PM

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

EXECUTIVE SESSION**2: Close executive session****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

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

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

02/07/2023 6:30 PM

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

PUBLIC HEARING**5: Vote to close public hearing****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close public hearing

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

02/07/2023 6:30 PM

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

PUBLIC HEARING**4: Sudbury Farms Change of Manager 2023****REQUESTOR SECTION**

Date of request:

Requestor: RBSBW, Inc. d/b/a Sudbury Farms

Formal Title: As the Licensing Authority for the Town of Sudbury, in accordance with MGL c138, s. 15, vote to approve a Change of Manager for RBSBW, Inc. d/b/a Sudbury Farms, 439 Boston Post Road, from James Kevin McCafferty to Kevin Fry, as requested in an application dated January 12, 2023. (~15 min.)

Recommendations/Suggested Motion/Vote: As the Licensing Authority for the Town of Sudbury, in accordance with MGL c138, s. 15, vote to approve a Change of Manager for RBSBW, Inc. d/b/a Sudbury Farms, 439 Boston Post Road, from James Kevin McCafferty to Kevin Fry, as requested in an application dated January 12, 2023. (~15 min.)

Background Information:

Please see application attached. In attendance will be James Sperber, Esq, Roche Bros. Supermarkets

7:15 PM HEARING

Financial impact expected:\$75 Application Fee

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: James Sperber, Esq, Roche Bros. Supermarkets; Kevin Fry, Store Manager

Review:

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

02/07/2023 6:30 PM



Roche Bros. Supermarkets
11 Hampshire Street
Mansfield, MA
02048
781-235-9400
Fax 781-235-0437

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2023 JAN 12 A 10:12

January 10, 2023

Board of Selectmen
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776
Attn: Liquor Licensing Coordinator

Re: RBSBW, Inc. d/b/a/ Sudbury Farms, 439 Boston Post Road
Sec. 15 License 00014-PK-1250– Change of Manager of Record

Dear Board of Selectmen,

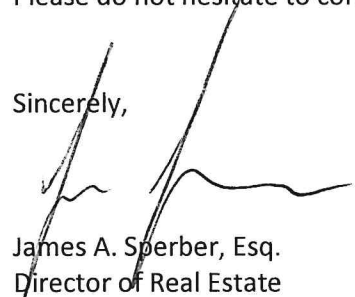
I am writing to inform you that RBSBW, Inc., d/b/a/ Sudbury Farms, intends to change the Manager of Record for the above-referenced licensee from Kevin McCafferty to Kevin Fry.

Mr. Fry has previously been the store manager at Sudbury Farms and our Acton and Westborough stores.

Enclosed herewith please find the ABCC Change of Manager forms for the new manager, together with supporting documentation and our check in the amount of \$75.00. We will be looking to schedule a hearing with the Board of Selectmen for approval of the new Manager of Record.

Please do not hesitate to contact me with any questions.

Sincerely,


James A. Sperber, Esq.
Director of Real Estate
Roche Bros. Supermarkets

cc. RBSBW, Inc. Board of Directors

Attachment 4.a: Sudbury Farms Change of Manager 2023_SB (5708 : Sudbury Farms Change of Manager 2023)





The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

AMENDMENT-Change of Manager

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

Sudbury

ENTITY/ LICENSEE NAME

RBSBW, Inc.

ADDRESS

439 Boston Post Rd.

CITY/TOWN

Sudbury

STATE

MA

ZIP CODE

01776

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | <input type="checkbox"/> Change of DBA | |

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
 APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

AMENDMENT-Change of Manager

☐ **Change of License Manager**

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
RBSBW, Inc	Sudbury	

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title
James Sperber	Attorney

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name	Kevin Fry
Residential Address	89 Cooper Rd., Northbridge, MA 01534
Email	
Please indicate how many hours per week you intend to be on the licensed premises	46
Last-Approved License Manager	Kevin McCafferty

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? ☒ Yes ☐ No *Manager must be U.S. citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
 Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
10/1/80	present	Store Manager	Roche Bros.	Roger Bowles

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Kevin Fry Date 11/15/22

APPLICANT'S STATEMENT

I, Kevin F. Barner the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
 Authorized Signatory
 of RBSBW, Inc.
 Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Kevin F. Barner

Date:

12/05/2022

Title:

Treasurer

Attachment 4.a: Sudbury Farms Change of Manager 2023_SB (5708 : Sudbury Farms Change of Manager 2023)

ENTITY VOTE

The Board of Directors or LLC Managers of

RBSBW, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Sudbury

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

November, 1, 2022

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager☐ Other

"VOTED: To authorize

Kevin F. Barner

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Kevin Fry

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

Kevin F. Barner

Corporate Officer / LLC Manager Signature

KEVIN F. BARNER

(Print Name)

Kevin F. Barner

Corporation Clerk's Signature

KEVIN F. BARNER

(Print Name)

Sudbury Farms – Change of Manager 2023

Department Feedback

Department	Staff	Date	Comments
Building Department	Andrew Lewis	1/18/23	The Building Department has no issue with the change.
Fire Department	Asst. Chief Choate	1/18/23	No issues with the FD.
Health Department	Patty Moran	1/18/23	The Health Department is fine with this.
Police Department	Chief Nix	1/18/23	The Police Department does not have an issue with the change.

Town Counsel Riley found the application to be in order. (1/25/23)

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**7: Approve contract with Pare Corp for Phase 2D BFRT construction****REQUESTOR SECTION**

Date of request:

Requestor: Adam Duchesneau

Formal Title: Vote to authorize the Interim Town Manager to sign the contract/agreement with Pare Corporation to conduct environmental compliance monitoring services for the Phase 2D construction of the Bruce Freeman Rail Trail, as requested by Adam Duchesneau, Director of Planning and Community Development.

Recommendations/Suggested Motion/Vote: Vote to authorize the Interim Town Manager to sign the contract/agreement with Pare Corporation to conduct environmental compliance monitoring services for the Phase 2D construction of the Bruce Freeman Rail Trail, as requested by Adam Duchesneau, Director of Planning and Community Development.

Background Information:

Construction on Phase 2D of the Bruce Freeman Rail Trail, which runs from the Sudbury/Concord municipal boundary southward to the trail's intersection with the Mass Central Rail Trail, commenced in January of 2023. The project borders and is within the buffer zones of numerous bordering and isolated vegetated wetlands, vernal pools (certified, eligible, and potential), streams (intermittent and perennial), Hop and Pantry Brooks, floodplain, culverts, and other environmentally sensitive areas such as fisheries and public and private water supplies. The construction contractor is required to install numerous sedimentation and erosion controls, excavate and stockpile earthen materials, excavate around numerous culvert crossings, and abide by the Order of Conditions (DEP File No. 301-1362) and Storm Water Pollution Prevention Plan. Part II of the Order of Conditions (Project Specific Conditions) specifies that the Applicant will hire an Independent Environmental Monitor to oversee specific construction activities and provide environmental compliance monitoring for the project. A.A. Will Corporation (the contractor) has been awarded the construction contract. Pare Corporation will coordinate with the construction contractor's Environmental Monitor and assist the Town of Sudbury's Conservation Office to provide for successful and compliant completion of the project. Ongoing environmental monitoring is assumed to be on an as-needed basis depending upon the construction contractor's schedule and direction from the Conservation Commission or their representative. Please see the attached materials for additional details.

Financial impact expected: The cost of these environmental compliance monitoring services will be \$208,830 and will be paid for using Community Preservation Act funds from Warrant Article 47 of the 2022 Annual Town Meeting.

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**

02/07/2023 6:30 PM

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**6: Interview CIAC Candidate Lisa Saklad****REQUESTOR SECTION**

Date of request:

Requested by: Leila S. Frank

Formal Title: Interview candidate for the Capital Improvement Advisory Committee (CIAC). Following interview, vote whether to appoint Lisa Saklad, 73 Firecut Lane, for a term to expire 05/31/2026.

Recommendations/Suggested Motion/Vote: Interview candidate for the Capital Improvement Advisory Committee (CIAC). Following interview, vote whether to appoint Lisa Saklad, 73 Firecut Lane, for a term to expire 05/31/2026.

Background Information:

Application and CIAC recommendation attached.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Lisa Saklad

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

02/07/2023 6:30 PM

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: Capital Improvements Advisory Committee

Name: Lisa Saklad

Address: 73 Firecut Lane

Email Address: _____

Home phone: _____

Work or Cell phone: _____

Years lived in Sudbury: 16

Brief resume of background and pertinent experience:

Extensive experience in Finance. Most recent position: Vice President of Finance. Led the Finance Department of a \$30,000,000 revenue corporation with operations in 48 individual States and 3 Canadian Provinces, Established financial accountability, providing ongoing, transparent financial performance information to the executive management team

Municipal experience (if applicable):

Educational background:

Bachelor of Science in Business Administration Major: Finance
 University of Massachusetts, Amherst, MA 1991

Reason for your interest in serving:

Apply my professional experience to help the community.

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

Flexible

Do you or any member of your family have any business dealings with the Town? If yes, please explain:
 No

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

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

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

Signature



Date 1/18/2023

Attachment 6.a: Saklad_Lisa_CIAC_App_SB (5716 : Interview CIAC Candidate Lisa Saklad)

From: susan ciaffi

Sent: Wednesday, January 25, 2023 11:51 PM

To: Frank, Leila

Subject: Fwd: FW: Application for appointment to Capital Improvement Advisory Committee

Hi Leila,

The CIAC met with Lisa Saklad tonight, and would like to recommend her for appointment to the CIAC by the Select Board. Do you know when she can be added to the SB agenda to be interviewed? Please let me know if there is any action needed from me.

Thank you,

Susan

Susan Asbedian-Ciaffi

CIAC, Chair

Attachment6.b: Appt Rec Lisa Saklad CIAC (5716 : Interview CIAC Candidate Lisa Saklad)

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**16: Fishing at Camp Sewataro - request from Elevate Youth****REQUESTOR SECTION**

Date of request:

Requestor: Chair Russo

Formal Title: Discussion and possible vote on a request from Elevate Youth - a non-Sudbury non-profit organization providing outdoor experiences to urban youth – to conduct a fishing clinic at Camp Sewataro, for which compensation would be provided.

Recommendations/Suggested Motion/Vote: Discussion and possible vote on a request from Elevate Youth - a non-Sudbury non-profit organization providing outdoor experiences to urban youth - to conduct a fishing clinic at Camp Sewataro, for which compensation would be provided.

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

02/07/2023 6:30 PM

AGREEMENT FOR TECHNICAL SERVICES

The Town of Sudbury, acting by and through its Town Manager (the "Town") hereby agrees to pay for and Pare Corporation with a usual place of business at 10 Lincoln Road, Suite 210 Foxboro, MA 02035 (the "Contractor", the term Contractor is hereby used for convenience purposes only) hereby agrees to provide Environmental Monitoring services related to the Bruce Freeman Rail Trail Project as identified in and reasonably inferable from Contractor's January 27, 2023 Proposal titled Environmental Compliance Monitoring, Proposal No. CP004.23, which shall be attached hereto and made a part hereof, (the "Services") which was in Response to Request for Proposals from the Town which services Contractor shall perform in accordance with the following terms and conditions.

1. COST OF SERVICES

For performance of the Services, the Town shall pay a sum not to exceed \$208,830.00 which shall be based upon time and materials for work performed in accordance with the Rate Sheet attached hereto as Exhibit A. Any additional services shall be paid on a time and materials basis in accordance with the hourly rates included in Exhibit A, attached hereto, provided that Contractor shall obtain advance written approval of the Town before commencing such additional services.

2. PAYMENT

The Contractor shall submit invoices to the Town on a monthly basis according to the work completed, and the Town shall make payment within thirty (30) days after receipt of an invoice.

3. TIME

The Contractor shall complete performance of its services hereunder on or before twenty-four (24) months following commencement of the Bruce Freeman Rail Trail Project, which commenced on January 23, 2023, unless extended by the Town.

4. CONTRACTOR RESPONSIBILITIES

The Contractor represents that it can and shall perform the services hereunder in a competent and professional manner, as proposed in the Proposal, and in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of the Contractor's profession, as implied by law in Massachusetts.

5. ASSIGNMENT

The rights and obligations of the Contractor hereunder may not be assigned without the written consent of the Town.

6. ENTRY ONTO PROPERTY

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

7. PROVISION OF INFORMATION AND EXTENT OF LIABILITY

The Town shall, upon written request of Contractor, make available to the Contractor all information in its possession which relates to the subject of the services to be performed hereunder. The Town does not warrant the accuracy or completeness of such information; however, unless stated by the Town in writing, the Contractor shall be entitled to reasonably rely upon such information, subject to the following conditions. The Contractor shall be responsible for reviewing the information for any inaccuracies which are apparent upon a view of the site or discrepancies between such information and any materials, measurements, analysis or data prepared independently by the Contractor which concern the same subject matter; and the Contractor shall not be entitled to rely on information which such review shows, or reasonably should have shown, consistent with professional diligence and generally accepted standards of performance in the Contractor's field of practice, to be incorrect. The Contractor shall not be liable to the Town in connection with errors, acts or omissions directly resulting from the Contractor's reasonable and justified reliance, in accordance with the requirements of this paragraph, on information furnished to it by the Town. All information provided to the Contractor by the Town shall remain the property of the Town.

8. UNFORSEEN OCCURRENCES

If, during the performance of services hereunder, the Contractor encounters any unforeseen conditions or occurrences, including the discovery of toxic or hazardous waste or materials,

which affect the Contractor's performance of services hereunder, the Contractor shall promptly notify the Town. After such notification:

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

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

9. FORCE MAJEURE

The Contractor shall not be responsible for failure to perform or for delay in performance on account of circumstances beyond its control, including strikes, riots, wars, acts of nature or acts of government preventing performance. In the event of delay in performance on account of such circumstances, the time for performance shall be extended by a period necessary to allow completion; however, the Town may elect to terminate this agreement upon seven (7) day notice in writing if any such delay exceeds twenty-one (21) days or continuation of the delay would result in the Town being unable to meet a requirement of state or local law for action on any matter pending before it within a certain time.

10. TERMINATION

- a) If the Town fails to make payment hereunder when due or fails to comply with any of its responsibilities hereunder, the Contractor may terminate this agreement upon fourteen (14) days written notice.
- b) The Town may terminate this agreement upon seven (7) days written notice if the Contractor fails to comply with any of its responsibilities hereunder, fails to prosecute its work hereunder in a timely fashion or fails to comply with any requirement of law or regulation applicable to this agreement or the services hereunder.
- c) The Town may terminate this agreement at any time upon seven (7) days written notice. If such termination is without the fault of the Contractor, the Town shall pay the Contractor all compensation and reimbursement. due to the Contractor up to the date of termination.

13. NOTICE

Notices shall be sent to the Town at:

Adam Duchesneau, Director of Planning and Community Development
278 Old Sudbury Road
Sudbury, MA 01776

and to the Contractor at:

Paul Orr, Principal Environmental Planner
Pare Corporation
10 Lincoln Road, Suite 210
Foxboro, MA 02035

14. OWNERSHIP OF DOCUMENTS

All documents and materials of whatever kind prepared by the Contractor and delivered to the Town pursuant to this agreement shall become the property of the Town; provided, that the Contractor may use its copies of such materials for educational purposes or for required submissions to governmental bodies.

15. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Town and all of the Town's officers and employees against all costs, damages, suits and claims of liability of every name and nature (including reasonable attorneys' fees) to the extent caused by the negligence acts, errors, or omissions of the Contractor in the performance of this Contract and shall indemnify the Town for any third-party claim arising out of injuries to the Contractor's employees or others performing services for the Contractor. The foregoing is in addition to and not in limitation of any other rights and remedies available to the Town.

16. LIMITATION OF LIABILITY

The total liability in the aggregate, of the Contractor and Contractor's officers, directors, agents and employees to the Town or anyone claiming by, through or under the Town, for any and all claims of professional negligence arising out of or in any way related to Contractor's services or this Contract shall NOT exceed the total amount of \$1,000,000 (as set forth in Section 17 – Contractor's Insurance).

Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

Notwithstanding the foregoing, the limitation of liability set forth in this or any other provision of this Agreement shall not apply to claims by the Town for indemnification of

claims of third parties asserted against the Town for which Contractor is liable.

17. CONTRACTOR INSURANCE

The Contractor shall provide a certificate of professional liability coverage in the amount of one million dollars (\$1,000,000.00), and a certificate evidencing Contractor's commercial general liability, automobile liability, and workers' compensation insurance. The certificate(s) of insurance (excluding workers' compensation) shall name the Town as an additional insured. The \$1,000,000 amount of Contractor's professional liability policy shall be the limits of ENGINEER' s liability for professional negligence. All liability policies shall be written on an occurrence basis, and shall be primary and non-contributory. Professional Liability Coverage may be written on a claims-made basis. The coverage shall be in force from the time of the agreement to the date when all services for the Project are completed and accepted by the Town. If, however, the policy is a claims-made policy, a policy shall remain in force for a period of six (6) years after completion.

18. AMENDMENT OF AGREEMENT

Any amendments to this agreement shall be inwriting and signed by both parties.

19. APPLICABLE LAW

This agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth. Any litigation arising hereunder shall be brought solely in the state courts of the county in which the Town maintains its principal office.

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

PARE CORPORATION

Paul E. Orr, Principal Environmental Planner

Date

TOWN OF SUDBURY

Maryanne Bilodeau, Interim Town Manager

Date

EXHIBIT A**Rate Sheet**

(Effective January 27, 2023)

LABOR:

Engineer I	\$ 125.00/Hour
Engineer II	\$ 150.00/Hour
Project Engineer	\$ 175.00/Hour
Senior Project Engineer	\$ 200.00/Hour
Managing Engineer	\$ 225.00/Hour
Principal/Officer	\$ 275.00/Hour
Environmental Scientist/Planner	\$ 110.00/Hour
Senior Environmental Scientist/Planner	\$ 125.00/Hour
Managing Environmental Scientist/Planner	\$ 170.00/Hour
Principal Environmental Scientist/Planner	\$ 175.00/Hour
Senior Project Coordinator	\$ 150.00/Hour
CADD Operator/Designer	\$ 100.00/Hour
Senior CADD Operator/Designer	\$ 125.00/Hour
Principal CADD Operator/Designer	\$ 150.00/Hour
GIS Specialist	\$ 125.00/Hour
Construction Observer	\$ 105.00/Hour
Senior Construction Observer	\$ 125.00/Hour
Principal Construction Observer	\$ 150.00/Hour
Engineering Technician	\$ 90.00/Hour
Senior Engineering Technician	\$ 105.00/Hour
Clerical/Office Personnel	\$ 90.00/Hour

REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.625/Mile
Printing/Copying Wide Format (in-house)	\$ 0.15/Square Foot
Photocopying (in-house)	\$ 0.10/Copy
Outside Services and Out-of-Pocket Expenses	Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates. Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.

Rate Sheet
(Effective February 2024 through January 2025)

LABOR:

Engineer I	\$ 130.00/Hour
Engineer II	\$ 160.00/Hour
Project Engineer	\$ 185.00/Hour
Senior Project Engineer	\$ 210.00/Hour
Managing Engineer	\$ 240.00/Hour
Principal/Officer	\$ 290.00/Hour
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Senior Environmental Scientist/Planner	\$ 130.00/Hour
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Outside Services and Out-of-Pocket Expenses	Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates. Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.

Making your world MORE

parecorp.com



January 13, 2023
Revised January 27, 2023

Mr. Adam Duchesneau
Director of Planning and Community Development
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

RE: **Bruce Freeman Rail Trail -Environmental Compliance Monitoring
MassDOT Project #608164
Town of Sudbury
Sudbury, Massachusetts
(Pare Proposal No. CP004.23)**

Dear Mr. Duchesneau:

In response to your request, Pare Corporation (Pare) is pleased to provide the Town of Sudbury (Town) with this revised proposal for environmental compliance monitoring relative to the project segment of the Massachusetts Department of Transportation (MassDOT) Bruce Freeman Rail Trail (BFRT) located in Sudbury, Massachusetts. This proposal is subject to the attached Terms and Conditions.

BACKGROUND

The purpose of the BFRT project (MassDOT Project #608164) is to provide an interconnected approximately 25-mile fully accessible shared bicycle and pedestrian path through the municipalities of Lowell, Chelmsford, Westford, Carlisle, Acton, Concord, Sudbury, and Framingham. The project is being constructed along the inactive former Old Colony Railroad right-of-way (ROW), now owned by the Massachusetts Department of Transportation (MassDOT).

The Sudbury segment, which is proposed to be constructed in a single phase, is approximately 4.4 miles in length extending from South Sudbury near Route 20 north to the Sudbury/Concord Town line.

The project borders and is within the buffer zones of numerous bordering and isolated vegetated wetlands, vernal pools (certified, eligible, and potential), streams (intermittent and perennial), Hop and Pantry Brooks, floodplain, culverts, and other environmentally sensitive areas such as fisheries and public and private water supplies. The contractor will be required to install numerous sedimentation and erosion controls, excavate and stockpile earthen materials, excavate around numerous culvert crossings, and abide by the Order of Conditions (DEP File No. 301-1362) and Storm Water Pollution Prevention Plan. Part II of the Order of Conditions (Project Specific Conditions) specifies that the applicant will hire an Independent Environmental Monitor to oversee specific construction activities and provide environmental compliance monitoring for the project. It is our understanding that A.A. Will (Contractor) has been awarded the construction contract; Pare will coordinate with the Contractor's Environmental Monitor to provide for successful completion of the

10 Lincoln Road, Suite 210
Foxboro, MA 02035
508-543-1755

8 Blackstone Valley Place
Lincoln, RI 02865
401-334-4100

14 Bobala Road, Suite 2B
Holyoke, MA 01040
413-507-3448

Mr. Adam Duchesneau

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January 27, 2022

project. This revised proposal is for the duration of the assumed two-year construction period. Construction plan and document review and environmental monitoring will commence upon receipt of a signed contract and notice to proceed from the Conservation Commission. Ongoing environmental monitoring is assumed to be on an as-needed basis depending upon the Contractor's schedule and direction from the Conservation Commission or their representative.

SIGNIFICANT PROPOSED PROJECT ACTIVITIES

- 10-foot-wide path with crushed stone shoulders
- Trailside rest areas with seating and bike racks
- Wayfinding and additional signage to indicate areas of environmental sensitivity
- Environmentally appropriate timber railing
- Removal and management of invasive vegetative species
- Planting of native trees and vegetative species
- A new 32-space parking area at Morse Road
- Rehabilitation of the existing rail bridge crossing at Hop Brook, including new decking and repair of existing granite block abutments
- Replacement of the existing dilapidated rail bridge crossing at Pantry Brook with a concrete arch bridge using existing abutments
- Construction of one new culvert
- Wetland replication area at Morse Road/Broadacres Farm
- Invasive Plant Species Management Plan
- Earthwork, tree and vegetation removal, grubbing

SCOPE OF WORK (Basic Services)

The following scope is proposed to allow Pare to function as an Independent Environmental Monitor for the Town of Sudbury relative to the construction of the Sudbury portion of the BFRT.

TASK 100 Construction Plan & Document Review

Pare will provide preliminary review of the following construction documents to be familiar with the project and inform Pare personnel on the approved project documents:

- Order of Conditions
- Construction Plans
- Wildlife Habitat Evaluation
- Stormwater Management Plan
- Control of Water Submittals

Pare will provide ongoing review of the following submittals:

- Construction Schedule
- Erosion and Sediment Control Submittals

Mr. Adam Duchesneau

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January 27, 2022

For the purposes of this proposal, Pare has assumed that construction-related submittals will be required to develop and maintain adequate familiarity with the proposed work. Submittals provided to Pare by either the Town or Contractor should be final submittals accepted by the engineer of record for use in construction. The intent of this review is to familiarize Pare with the areas to be monitored and the overall scope of the work. Review and/or approval of the submittals for compliance with applicable plans and specifications is not included within Pare's scope of work.

Additional documents other than those stated herein can be reviewed under a supplemental agreement.

TASK 200 Independent Environmental Monitoring

As the Independent Environmental Monitor, Pare will be onsite for the following tasks *only as directed* by the Conservation Commission or their representative: Pare will require a 1 week notice for potential new work areas and 48 hours' notice to confirm scheduled dates of inspection.

1. Review the erosion control barriers following installation but prior to any land disturbance.
2. Review the erosion control barriers each year prior to vernal pool species migration.
 - It is expected that the vernal pool species migration inspections will include two environmental staff members per inspection.
3. Review the weekly erosion control inspection reports for consistency with site observation as well as the weekly SWPPP reports following precipitation events.
4. Conduct spot inspections of vernal pools during construction and/or review reports provided by the Contractor's environmental monitor. Negative impacts to vernal pools during construction will be reported to the Conservation Commission. The Conservation Commission shall direct when spot inspections are required/approved.
5. Observe initial tree removal and invasive species clearing activities as directed by the Conservation Commission.
 - Pare will require 1 week's notice for potential new work areas and 48 hours' notice to confirm the date of inspection.
 - The Conservation Commission shall indicate when spot inspections are required/approved.
6. Observe bridge platform installation and provide periodic spot inspections during bridge construction.
 - If the Contractor is working within the approved limit of disturbance, inspections will be limited to environmental monitoring and reviewing.
 - Structural review for compliance of installation of the working platforms and/or bridge installation is excluded from this scope of services.
 - The Conservation Commission shall indicate when spot inspections are required/approved.
 - Specific observation locations will be determined between the Contractor and Conservation Commission, prior to commencement of work and communicated to Pare.
 - Pare will require 1 week's notice for potential observation activities and 48 hours' notice to confirm the date of inspection.
 - Pare will review dewatering activities and report on turbid or direct discharge into wetland areas.
 - Pare will require a 1 week notice for potential observation activities and 48 hours' notice to confirm the date of inspection.
7. Observe excavation/construction activities for culvert installation only.
 - If the Contractor is working within the approved limit of disturbance, inspections will be limited to environmental monitoring and review

Mr. Adam Duchesneau

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January 27, 2022

- Pare will report variances from the previously reported conditions within the August 2021 Culvert Inspection Report.
 - Structural review of the culverts for suitability for reuse is excluded from this scope of services.
8. Work outside the scope of services outlined herein are subject to a negotiated mutually beneficial supplemental agreement.

Pare will prepare weekly reports to summarize the observations made during each site visit. The reports will indicate the date of observation, general weather conditions on the days of observation, time Pare personnel were on-site, personnel that Pare interacted with while on-site, and describe the site conditions as they relate to the general actions (1 through 10) as stated above. Variances from the approved documentation will be reported to the Conservation Commission on the day of observation.

For the purpose of this scope of work, Pare assumes that site visits will have an average duration of 4 hours of on-site activity no more than once a week.

TASK 300 Erosion Control Monitoring, SWPPP, and Schedule Review

Pare will review on a weekly basis:

- Construction Schedules
- Erosion Control Monitoring Reports
- Stormwater Pollution Prevention Plan (SWPPP) Reports, and
- Work areas submitted by the Contractor on a weekly basis for compliance with the SWPPP and Order of Conditions

Pare will notify the Sudbury Conservation Commission of deviations from the approved plan.

On a weekly basis Pare will provide a desktop review of rainfall totals in the area to determine if the Contractor is in compliance with the SWPPP reporting requirements for precipitation events. In the absence of site-specific data provided by either the contractor or the Sudbury Conservation Commission, Pare will review the information provided by CoCoRaHS Mapping System (Community Collaborative Rain, Hail & Snow Network) for the Sudbury area to determine if rainfall amounts greater than the threshold limit have occurred. In the event rainfall in excess of 0.25 inches had fallen and no report was generated by the Contractor, Pare will notify the Conservation Commission of the variance from the SWPPP.

LIMITATIONS OF SITE VISITS

The scope of site visits is limited as defined in Task 200 above. In additions the following exclusions apply:

- Pare will not provide interpretations or clarifications of the contract documents, prepare associated correspondence, or provide technical opinions concerning acceptability of the work with respect to the contract documents.
- Pare will not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

Mr. Adam Duchesneau

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January 27, 2022

- Pare will not be responsible for any acts, errors, or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them.
- Pare does not guarantee the performance of the Contractor and will not be responsible for the Contractor's failure to perform their work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Neither the professional activities of Pare, nor the presence of Pare or its employees and subconsultants at a construction/project site, shall relieve the Contractor(s) of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Pare and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Contractor shall be solely responsible for jobsite safety. Through the project specifications and general conditions of the construction contract, Pare and Pare's subconsultants shall be indemnified by the Contractor and shall be made additional insureds under the Contractor's policies of general liability insurance.

TASKS TO BE PERFORMED BY THE TOWN

During the progression of the work, some information and tasks will need to be provided or performed by the Town. This includes the following:

- Provide all necessary construction documentation as outline in this scope
- Provide 48 hours of notice prior to working in areas that will require Pare's presence. This may be coordinated to allow for direct contact by the Contractor
- Parking for Pare to access the work area
- Review of report submissions
- The Town shall be responsible for coordination of report findings with the Contractor
- Enforcement of variances from the contract documents

ACTIVITIES NOT INCLUDED IN THIS PROPOSAL

The following activities are not included as part of this proposal and cannot be provided by Pare as part of this work.

- Pare's role will not include the enforcement of the contract documents.

The following activities are not included as part of this proposal but may be included as additional services if required.

- Attendance at public, regulatory, and construction progress meetings.

Mr. Adam Duchesneau

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January 27, 2022

BASIS OF CHARGES AND CONDITIONS OF ENGAGEMENT

The Town of Sudbury shall pay Pare for Basic Services rendered as indicated below:

- Task 100: Per Attached Rates
- Task 200: Per Attached Rates
- Task 300: Per attached Rates (not to exceed \$700 per week)
- Task 400: Per attached Rates

Note: All rates presented are to be held through January 2024. Rates are subject to revision after this period.

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.

ESTIMATE OF CHARGES

Based upon the scope of work presented above, Pare will perform the work for the Fees presented below.

	<u>Task</u>	<u>Fee</u>	<u>Unit</u>	<u>Proposed Budget¹</u>
100	Construction Plan and Document Review	See Rates	Per Hour	\$ 10,670.00
200	Independent Environmental Monitoring	See Rates	Per Hour	\$ 163,440.00
300	Erosion Control Monitoring, SWPPP, and Schedule Review	See Rates	Per Hour	\$ 34,720.00
Total				\$ 208,830.00

¹The Proposed Budget totals for Tasks 200 and 300 are conceptual in nature based on estimates of the duration of the proposed two-year project duration and allot for a maximum of 4 hours on site per week.. The actual number of site visits and ultimate budget will be determined by the number of site visits requested by the Conservation Commission.

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 work, 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.

Mr. Adam Duchesneau

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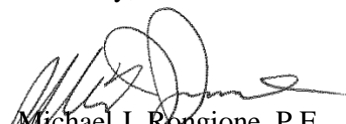
January 27, 2022

ACCEPTANCE

This Proposal may be accepted by signing in the appropriate spaces below and returning one copy to us. Issuance of a purchase order implicitly acknowledges acceptance of the Statement of Terms and Conditions.

Thank you for the opportunity to submit this Proposal. If you have any questions, please contact us at your convenience.

Sincerely,


Michael J. Rongione, P.E.
Senior Vice President

Paul E. Orr
Principal Environmental Planner



MJR/PEO/dp

Attachments

Statement of Terms and Conditions dated January 27, 2023
Schedule of Fees dated January 27, 2023
Resumes

This Proposal for Services and 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, in the name of, and on behalf of Town of Sudbury.

TOWN OF SUDBURY

By _____

Title _____

Typed Name _____

Date _____

Attachment 7.b: Pare Corporation Environmental Monitoring Services Proposal 230127 (5727 : Approve contract with Pare Corp for Phase 2D

SCHEDULE OF FEES

For Proposal for Services, dated January 27, 2023
(Pare Proposal No.CP004.23)

LABOR:

Engineer I	\$ 125.00/Hour
Engineer II	\$ 150.00/Hour
Project Engineer	\$ 175.00/Hour
Senior Project Engineer	\$ 200.00/Hour
Managing Engineer	\$ 225.00/Hour
Principal/Officer	\$ 275.00/Hour
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Senior Construction Observer	\$ 125.00/Hour
Principal Construction Observer	\$ 150.00/Hour
Engineering Technician	\$ 90.00/Hour
Senior Engineering Technician	\$ 105.00/Hour
Clerical/Office Personnel	\$ 90.00/Hour

REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.625/Mile
Printing/Copying Wide Format (in-house)	\$ 0.15/Square Foot
Photocopying (in-house)	\$ 0.10/Copy
Outside Services and Out-of-Pocket Expenses	Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates. Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.

SCHEDULE OF FEES

For Proposal for Services, dated January 13, 2023
(Effective through February 2024 through January 2025)
(Pare Proposal No.CP004.23)

LABOR:

Engineer I	\$ 130.00/Hour
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For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates. Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.



PARE TERMS AND CONDITIONS

SECTION 1. SERVICES TO BE PROVIDED

1.1 Pare hereby agrees to provide Client with the services set forth in the Proposal for Services and under the terms and conditions set forth herein.

1.2 This Agreement, once executed, will become effective upon Pare's receipt of written authorization to proceed. The attendant Proposal for Service is subject to renegotiation if acceptance by this Agreement is not received within sixty (60) days.

1.3 Client acknowledges that work shall proceed under the defined scope of services only upon receipt by Pare of a signed Agreement (this Agreement) and, if required, a retainer payment. The retainer amount shall be held by Pare and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, Pare shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due.

1.4 If CLIENT authorizes changes in the scope, extent, or character of the PROJECT, then the time for completion of Pare's services, and the rates and amounts of Pare's compensation shall be adjusted equitably.

1.5 If Pare's services include the performance of any services during the construction phase of the Project:

a. It is understood that the purpose of any such services (including any visits to the site) will be to enable Pare to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide Client with a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Neither the professional activities of Pare, nor the presence of Pare or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Pare personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in Client's agreement with the General Contractor. Client also agrees that Client, Pare and Pare's consultants shall be indemnified and shall be made additional insured(s) under the General Contractor's general liability insurance policy.

b. Shop Drawing Review - It is understood that Pare shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility



of the Contractor. Pare's review shall be conducted with reasonable promptness while allowing sufficient time in Pare's judgment to permit adequate review. Review of a specific item shall not indicate that Pare has reviewed the entire assembly of which the item is a component. Pare shall not be responsible for any deviations from the Construction Documents not brought to the attention of Pare in writing by the Contractor. Pare shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

c. It is understood that providing a Resident Project Representative (RPR) is a separately defined service in addition to those described above and that the use of a RPR is to assist in providing a more extensive observation of the Contractor's work. If RPR services are to be provided, compensation shall be as set forth in Exhibit C, Compensation for RPR, and the Duties, Responsibilities, and Authority of the RPR shall be as set forth in Exhibit D. The furnishing of such RPR services will not limit, extend, or modify Pare's responsibilities or authority except as expressly set forth in Exhibit C and Exhibit D.

SECTION 2. BILLING AND PAYMENT

2.1 Client agrees to pay Pare in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for services rendered and expenses incurred will be submitted monthly by Pare to Client. All such invoices shall be due and payable upon receipt. Additionally, in the case of a lump sum method of compensation, invoices will be based upon Pare's estimate of the proportion of the total services actually completed at the time of billing.

2.2 All invoices shall be paid in full prior to the filing by Pare of any documents with a governmental agency having jurisdiction over this Project.

2.3 In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be promptly paid.

2.4 If Client fails to make any payment due Pare for services and expenses within thirty (30) days after the invoice date of Pare's statement therefor, the amounts due Pare shall include an interest charge at the rate of one and one-half percent (1.5%) per month from said thirtieth day, and in addition, Pare may, after giving seven (7) days written notice to Client, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses. Unless Pare receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Payments on account will be credited first to interest and then to principal. In the event of a suspension of services, Pare shall have no liability to Client for delay or damage caused Client because of such suspension of services.

2.5 In the event of termination by Client under Section 17, Client shall remain liable for and shall promptly pay Pare the full amount for all services rendered by Pare to the date of termination and all termination costs together with interest on all overdue accounts in accordance with the foregoing rate and attendant attorneys' fees and costs of collection. No failure by Pare to exercise any right hereunder shall operate as a waiver nor preclude Pare from exercising any other right.

2.6 If Client fails to make payment to Pare in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Pare.

2.7 In the event legal action is necessary to enforce the payment provisions of this Agreement, Pare shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Pare in connection therewith and, in addition, the reasonable value of



Pare's time and expenses spent in connection with such collection action, computed at Pare's prevailing fee schedule and expense policies.

2.8 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

2.9 Payment of invoices to Pare is the sole responsibility of the signatory of this Agreement and is not subject to third party agreements.

SECTION 3. ADDITIONAL SERVICES

3.1 Services required by Client, which are not part of those described in the Proposal for Services, shall be considered Additional Services. Additional Services shall be furnished by Pare, or obtained from others by Pare, if requested in writing by Client. Client shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Client.

3.2 Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin. Oral directives by Client authorizing Additional Services will be confirmed in writing by Pare. Client shall pay Pare for orally directed Additional Services furnished by Pare in accordance with Pare's current Schedule of Fees unless other rates and charges for compensation are agreed to prior to the completion of the authorized Additional Services. Pare reviews its Schedule of Fees annually and reserves the right to adjust its schedule accordingly.

SECTION 4. REIMBURSABLE EXPENSES

4.1 Normal reimbursable expenses are in addition to the fee for services. Internal expenses incurred and allocated to the project will be billed to Client in accordance with our fee proposal and/or our attendant Schedule of Fees. Outside expenses incurred and allocated to the project shall be billed at rate of 1.1 times the amount expended. Reimbursable expenses include, but are not limited to, expenses associated with the Project such as: travel including transportation, meals, and lodging; printing, copying, and handling of documents; computer charges including computer-aided design; film and processing; telephone calls and other communications charges; postage and delivery; equipment for tests; and securing approval of authorities having jurisdiction over the Project and not specified as part of the fee.

SECTION 5. CLIENT'S RESPONSIBILITIES

5.1 Pare shall indicate to Client the information needed for rendering of services hereunder. Client shall provide to Pare all criteria and full information as to Client's requirements for the Project and such other information as is available to Client and Client's consultants and contractors and Pare shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Pare to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information Client is providing.

5.2 Client shall designate in writing a person to act as Client's representative with respect to the services to be rendered; shall examine and respond promptly to Pare's submissions; and shall give prompt written notice to Pare whenever he observes or otherwise becomes aware of any defect in the work.

5.3 Client shall arrange for access to and make all provisions for Pare to enter upon public and private property as required for Pare to perform his services.



5.4 Client acknowledges that invoices must be kept current for services to continue. If Client fails to pay any invoice due to Pare within 30 days of the date of the invoice, Pare may, without waiving any other claim or right against Client, suspend services under this Agreement until Pare has been paid in full all amounts due Pare and/or any of its Consultants and Subcontractors (See Paragraph 2.4). Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current. Client acknowledges Pare's right to suspend services and withhold plans and documents, as provided above if payments are not current. If services are suspended for 30 days or longer, upon resuming services Pare shall be entitled to payment for expenses incurred in the interruption and resumption of services. If services are suspended for 90 days or longer, Pare shall be entitled to payment for expenses incurred in the interruption and resumption of its services, and fees for remaining services shall be equitably adjusted.

SECTION 6. INSURANCE

6.1 Pare is covered by Workers' Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. We will furnish information and certificates upon request.

SECTION 7. STANDARD OF CARE

7.1 Services provided by Pare under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality.

SECTION 8. USE OF DOCUMENTS

8.1 All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media prepared or furnished by Pare under this Agreement are instruments of service in respect to this Project, and Pare shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Pare) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by Pare or one of its Consultants.

8.2 A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

8.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

8.4 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator. If any information is provided in electronic format, Client recognizes that such plans, documents, or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or



unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents are provided to Client for informational purposes only and not as record documents.

8.5 Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Pare grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Pare, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Pare; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Pare, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Pare or to Pare's Consultants; (3) Client shall indemnify and hold harmless Pare and Pare's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Pare; (4) such limited license to Client shall not create any rights in third parties.

8.6 If Pare at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Pare at rates or in an amount to be agreed upon by Client and Pare.

SECTION 9. OPINIONS OF PROBABLE COST

9.1 Since Pare has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Pare cannot and does not guarantee nor make warranty, expressed or implied, that proposals, bids, or actual project or construction cost will not vary from opinions of probable cost prepared by him. Similarly, since Pare has no control over building operation and/or maintenance costs, Pare cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by Pare.

SECTION 10. CERTIFICATIONS

10.1 Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Pare. Pare shall not be required to sign any documents, no matter by whom requested, that would result in Pare having to certify, guaranty or warrant the existence of conditions whose existence Pare cannot ascertain. Any certification provided by Pare shall be so provided based on Pare's knowledge, information, and belief subject to the preceding sentence, and shall be given in Pare's professional opinion consistence with the Standard of Care. Pare shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

10.2 The proposed language of any such certificates, affidavits or certifications requested of Pare or Pare's consultants shall be submitted to Pare for review and approval at least fourteen (14) days prior to expected execution.

SECTION 11. LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by law, Client agrees to limit Pare's liability to Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Pare's



performance of its services, such that the total aggregate liability of Pare for any and all claims and/or damages of any nature whatsoever, arising out of the performance of Pare's services on the Project, shall not exceed \$50,000 or Pare's total fee for services rendered on the Project, whichever is greater.

11.2 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect, incidental, or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or Pare, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

SECTION 12. SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCE

12.1 It is Client's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. Client agrees to pay Pare 3.20 times Direct Labor Costs for all its trouble-shooting work due to Contractor's inability to achieve satisfactory operation. Client shall hold harmless, defend, and indemnify Pare, its officers, agents, employees, and consultants, from any and all liabilities, claims, damages, and suits arising out of the negligence of Client or its agents, or liability due to the negligence of any contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of Pare, or its consultants, due to the sole negligence of Pare, or its consultants.

SECTION 13. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

13.1 In consideration of the substantial risks to Pare involving or relating to the actual or threatened release, escape or discharge of hazardous waste, asbestos and/or other contaminants, it is agreed that Client to the fullest extent permitted by law, shall release and indemnify and hold harmless Pare and its consultants, agents and employees, from and against all claims, damages, losses and expenses, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the performance of any services by Pare, or claims against Pare related to, involving or arising out of hazardous waste, asbestos or other contaminants.

SECTION 14. INDEMNIFICATION

14.1 Pare agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Pare's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Pare is legally liable.

14.2 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Pare, its officers, directors, employees and subconsultants (collectively, Pare) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

14.3 Neither the Client nor Pare shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

SECTION 15. SUSPENSION OF SERVICES



15.1 If the Project is suspended by Client, or the services are suspended by Pare in accordance with Paragraph 2.4 and/or Paragraph 5.4 of this Agreement for more than thirty (30) calendar days in the aggregate, Pare shall be compensated for services performed and charges incurred prior to receipt from Client or issuance by Pare of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, Pare may, at his or her option, terminate this Agreement upon giving notice in writing to Client.

SECTION 16. DISPUTE RESOLUTION

16.1 Any disputes arising out of or relating to this Agreement, including disputes under termination, shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

16.2 The parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

16.3 On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of the meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties.

16.4 Any dispute not settled by agreement of the parties shall be decided by litigation in a court of competent jurisdiction.

SECTION 17. TERMINATION

17.1 Either Client or Pare may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Pare for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

SECTION 18. TITLES

18.1 The titles in this Agreement are for general reference only and are not part of the Agreement.

SECTION 19. GOVERNING LAW

19.1 The laws of the Commonwealth of Massachusetts will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

**SECTION 20. INTEGRATION**

20.1 This Agreement comprises the final and complete agreement between Client and Pare. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement, except as otherwise provided herein, shall not be binding unless made in writing and signed by both Client and Pare.

SECTION 21. SEVERABILITY AND SURVIVAL

21.1 Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Pare shall survive the completion of the services hereunder and the termination of this Agreement.

SECTION 22. SUCCESSORS AND ASSIGNS

22.1 Client and Pare each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

22.2 Neither Client nor Pare shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 23.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Pare from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

22.3 Nothing herein shall be constructed to give any rights or benefits hereunder to anyone other than Client and Pare.

SECTION 23. ENTIRE AGREEMENT

23.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both parties, except as may be otherwise provided herein.

(END)

Michael J. Rongione, P.E.
Principal-in-Charge



**REGISTRATIONS AND
 CERTIFICATIONS**

Professional Engineer –
 Massachusetts,
 Rhode Island, Connecticut

OSHA Construction Safety
 10-hour Training

MBTA Contractor ROW
 Safety Certified

P&W Railroad Roadway
 Worker Contractor Safety
 Program

**PROFESSIONAL
 AFFILIATIONS**

American Society of Civil
 Engineers

Precast/Prestressed
 Concrete Institute

Construction Specifications
 Institute

EDUCATION

Northeastern University:
 M.S., Structural Engineering,
 2000
 B.S., Civil Engineering, 1990

RELEVANT EXPERIENCE

Mr. Rongione is a structural engineer with more than 29 years of industry experience. He has served as the Project Manager on numerous structural and construction-related projects, including life science facilities, schools, institutions, mass transit facilities, power facilities, manufacturing facilities, public safety facilities, pumping stations and a variety of underground structures including culverts, highway tunnels, air ventilation shafts, and slurry walls. His project experience includes developing horizontal and vertical structural designs, conducting structural condition assessments and evaluations, preparing building demolition contracts, performing pre- and post-construction inspections, and preparing plans, specifications, and cost estimates. Representative projects include:

- **MassDOT Federal Aid Off-System Bridge Replacement/ Rehabilitation – Round 3:** Senior Project Engineer for the replacement/rehabilitation of two bridges under this MassDOT “bridge footprint” program. Engineering services included preliminary design of bridge and approach roadway improvements, preparation of bridge type studies, geotechnical engineering, and preparation of contract drawings and documents. Massachusetts – Statewide.
- **MassDOT Federal Aid Off-System Bridge Replacement/ Rehabilitation – Round 5:** Senior Project Engineer for the replacement of four bridges under this MassDOT “bridge footprint” program. The program incorporated pre-engineered bridge superstructures such as precast box culverts and three-sided precast frame structures set on engineered foundations. Engineering services included preliminary and final design of bridge and approach roadway improvements, environmental permitting, preparation of contract drawings and documents, and construction-phase services. Massachusetts – Statewide.
- **Route 146/Massachusetts Turnpike Interchange (I-90) Project:** Senior Project Engineer for a proposed joint-agency highway improvement project along a portion of the existing Route 146 alignment. Responsible for the final design of a 5-span, continuous plate girder superstructure; studying various bridge options for several short-span and multi-span superstructures; preparing technical reports and cost estimates leading to specific recommendations; and preparing preliminary design documents on selected alternatives for this MassHighway and Massachusetts Turnpike Authority project. Town of Millbury and City of Worcester, MA.
- **Marshfield Station One:** Managing Engineer for overseeing the structural design for a new fire station including a two-story wood-framed administration building (4,000 SF) and a single-story steel and masonry emergency vehicle garage (4,000 SF). Responsibilities included structural design, preparation of bid documents, and construction administration services. Marshfield, MA.
- **MADCR - Hillside Stable Repairs & Renovations:** Managing Engineer for the repairs and renovations to the 1903 historic two-story timber stable facility and courtyard area. The stable consists of a timber floor and gambrel roof structure supported on a stone foundation wall. Responsibilities included structural design, preparation of bid documents, and construction administration services. Milton, MA.

Michael J. Rongione, P.E.
Principal-in-Charge

- **MADCR – Brookwood Farm Barn Addition:** Managing Engineer for the design of a 1500 SF building addition to the existing Brookwood Farm Barn. The new barn and second floor loft are constructed as a timber framed structure design to be consistent with the historical character of the complex. Responsibilities included structural design, preparation of bid documents, and construction administration services. Canton, MA.
- **MADCR – Mt. Wachusett Superintendent's House Repairs:** Managing Engineer for the design of timber repairs to the historic 1900 Shingle/Colonial Revival building located on Mountain Road at the base of Wachusett Mountain. Responsibilities included structural design, preparation of bid documents, and construction administration services. Princeton, MA.
- **Amesbury DPW Facility Feasibility Study:** Project Manager for conceptual design (25%) of a new Department of Public Works Facility, following a site selection study. Design included wetlands delineations, survey, geotechnical investigations, and a preliminary environmental due diligence of the site. In addition to building footprint and interior configuration, schematic design included alternatives for site storage of vehicles and materials and traffic circulation. Amesbury, MA.
- **Northbridge DPW Facility Feasibility Study & Site Design:** Structural Project Manager for redesign of Public Works facilities on existing site. Design also included roadway and parking layout, water and sewer design, and the design of a low impact bio-retention stormwater management system. Northbridge, MA.
- **Medfield Public Safety Facility Feasibility:** Structural Project Manager for conceptual design of a new police/fire facility. The study produced plans and outline specifications for cost estimating purposes. The work specifically included investigating utility availability and providing structural evaluation of existing Town Buildings. Multiple options were developed and reviewed which included utilization of existing buildings and new construction. Medfield, MA.
- **New Bedford Ferry Terminal:** Senior Project Engineer responsible for structural improvements for renovations to the existing steel frame warehouse building located at the State Pier in New Bedford. The City and the New Bedford Harbor Development Commission operate a high-speed passenger ferry service to Martha's Vineyard, Nantucket, and the Elizabeth Islands from the 8,500-SF passenger terminal. New Bedford, MA.
- **New Bedford State Pier - Building No. 2:** Senior Project Engineer responsible for providing a structural evaluation of the existing single-story, 28,600-SF steel framed structure. Services included a structural evaluation and upgrades to both damaged and deteriorated steel columns. Work also included the replacement of the entire roofing system down to the existing metal deck. The condition and structural integrity of the existing metal roof deck was evaluated prior to the roof replacement. New Bedford, MA.
- **MADCR - Horseneck Beach Concession Stand Structural Assessment:** Project Manager for evaluation of a reinforced-concrete roof and arches to determine if the structure can be reused as a "stand-alone" shade shelter. Westport, MA.

Paul E. Orr Project Manager



REGISTRATIONS AND CERTIFICATIONS

Certificate of Professional
Achievement in Construction
Project Management
(Northeastern University)

Certificate of Wetlands
Protection Act for
Conservation Commissioners
(Massachusetts Association
of Conservation
Commissioners)

PROFESSIONAL AFFILIATIONS

Project Management Institute,
Mass Bay Chapter

EDUCATION

Hunter College, City
University of New York:

RELEVANT EXPERIENCE

Mr. Orr has more than 30 years of experience in various roles on environmentally related projects, including extensive experience developing and implementing strategic permitting programs, including managing the preparation of Environmental Impact Reports (EIRs) and Environmental Assessments/Environmental Impact Statements (EAs/EISs). He is proficient in managing the preparation of Wetlands and Waterways-related permits for infrastructure improvement, water supply/wastewater, transportation, and other construction projects. His experience includes the following projects:

- **Sudbury – MCRT Environmental Monitoring:** Project Manager for Environmental Compliance Monitoring and Construction Observation on behalf of the Town for the installation by Eversource of a new, 4.3 mile long subterranean 115kV underground electrical transmission line, and the construction of a portion of the Massachusetts Central Rail Trail (MCRT) from the existing Sudbury Substation to the Hudson town line. As the Independent Environmental Monitor, Pare is responsible for review of the erosion control barriers initially and annually; reviewing reports provided by Eversource's environmental monitor; reviewing restoration/mitigation areas; providing observation during excavation for and installation of the wetland replication area; and will observe excavation/construction activities over culverts and drainage structures. Sudbury, MA.
- **MBTA - Silver Line Fort Point Channel Crossing:** Senior Project Manager responsible for the excavation and on-site remediation of lead-contaminated soil and subsequent backfill with controlled density fill (cdf) of more than 5,000 cubic yards (cy) of material in an area adjacent to the Fort Point Channel. Oversaw soil and dredged material treatment and disposal, wharf and seawall demolition and reconstruction, and excavation and cdf placement. Other responsibilities include supervision relative to permit conditions, environmental inspection, and, acted as liaison between the MBTA's consultant and contractor project management. Boston, MA.
- **Massachusetts Highway Department - Central Artery/Tunnel Project:** Project Controls/Senior Planner responsible for contracts management of the East Boston subarea of the CA/T project, with contracts valued more than \$250 million, including review and approval of change orders and cost and schedule forecasting.
- **DNC Yard:** Senior Project Manager responsible for daily management, sampling, and transport and disposal under Bills of Lading for 50,000 cy of Central Artery/Tunnel Project material. Responsibilities included: determining adequacy of sampling protocol relative to Regulations and contract specifications; coordination of approvals with DEP, the Massachusetts Turnpike Authority (MTA) and the MTA's environmental consultant; management of union labor force; procurement of specified equipment for stockpile containment, sampling, management and transport; addressing community complaints; and, accommodating requests of both MTA Operations and the City of Boston Environment Department relative to day-to-day operations. Boston, MA.
- **Mashpee Water District - Regulatory and Environmental Peer Review:** Senior Project Manager responsible for the development and direction of the peer review process of the New Seabury Properties project, a large-scale residential/commercial development proposed to be sited within the

Zone I of two major public water supply wells. Responsible for representing Mashpee Water District (MWD) and interests during MEPA public review process and at Cape Cod Commission hearings. Provided ongoing support to the MWD's legal counsel relative to groundwater monitoring, water supply and potential impacts to the MWD's wells. Further assisted the MWD in negotiations with the proponent's legal counsel to provide for adequate mitigation and protection of the Town's water supply. Mashpee, MA.

- **Environmental Permitting and Compliance Plans:** Technical Director and Client Services Manager responsible for providing expert testimony and adjudicatory support at the request of the client's legal counsel pursuant to an enforcement action before the Boston Conservation Commission (BCC). Managed the development, review and approval, and implementation of both Comprehensive and Individual Wetlands Protection Plans for transportation and building construction valued more than \$2.5 billion. Concurrently addressed the concerns of the BCC, senior partners of the client firm, contractor resident engineering staff, in addition to managing a staff of eight personnel. Performed field observations and direct development and implementation of these plans to a level acceptable for approval by all stakeholders. Boston, MA.
- **MFN/Adesta Communications - Wetlands Protection Act Comprehensive Permitting:** Senior Project Manager responsible the placement of polyvinyl chloride ducting to accommodate fiber optic cable optimized for Internet access along a 75-mile route through 14 communities in the Boston and Metro-North area. Responsible for compliance with the Wetlands Protection Act requirements for the entire route, including coordinating the preparation, internal QA/QC, client review and approval, and filing of Requests for Determination of Applicability (RDAs) and Notices of Intent (NOIs). Identified the Act's applicability on a community-specific basis; designed and implemented strategies for permit acquisition; and developed design and construction methodology modifications aimed at streamlining and reducing permitting requirements. Boston, MA.
- **Environmental Services/Environmental Documentation Administrator:** Participated in the preparation and review of the Charles River Crossing Draft and Final EIRs, more than 20 Notices of Project Change and two Section 61 Findings (MEPA); and, assisted in the preparation of Boston Conservation Commission Notices of Intent under the Wetlands Protection Act Regulations. Boston, MA.
- **Massachusetts Water Resources Authority (MWRA) - Southern High Service Extension Feasibility Study:** Environmental Permitting Manager responsible for development of permitting strategy and identification of Federal, State and local permitting requirements, including: several wetlands crossings and work in adjacent resource areas; simultaneous coordination with the Conservation Commissions of eight different communities; coordination with local Departments of Public Works; preliminary consultations to be followed by filings with MEPA; Section 404/10 permits from the U.S. Army Corps of Engineers; and highway access permits from the Massachusetts Highway Department. Reassessed environmental permitting strategies and assisted in classification of potential impacts on the local communities as well as compressing the schedule for permit application preparation, filings and hearings. Assisted in review of past environmental permitting strategy, wetlands assessments, construction staging and methodology and community outreach information. Boston, MA.

Lauren H. Gluck, PWS
Senior Environmental Scientist



**REGISTRATIONS AND
CERTIFICATIONS**

Professional Wetland
Scientist #2496

OSHA Construction Safety
10-Hour Training

OSHA HAZWOPER
40-hour Training

**PROFESSIONAL
AFFILIATIONS**

Society of Wetland Scientists

Association of Massachusetts
Wetland Scientists

National Society of
Collegiate Scholars

EDUCATION

University of Rhode Island:
B.S. in Wildlife and
Conservation Biology, 2006

Wetlands-related courses
include the following:
Intro to Soil Science,
Field Botany/Taxonomy,
Wetland Wildlife, Wetland
Ecology, Wetlands and Land
Use, Wetlands Field
Investigation, Marine Ecology

Introduction to ArcGIS I
March 2007

RELEVANT EXPERIENCE

Ms. Gluck is responsible for performing wetland delineations in accordance with the guidelines and criteria of the Massachusetts Department of Environmental Protection (MADEP), Rhode Island Department of Environmental Management (RIDEM), Rhode Island Coastal Resources Management Council (RICRMC), and the US Army Corps of Engineers (USACE). Additional responsibilities include environmental studies, wildlife habitat investigations, impact mitigation design, reports and permit applications for a variety of coastal and inland projects, including utility, highway, bridge, dam, and private development projects. Ms. Gluck is adept at aerial photo interpretation, and the use of GPS, GIS, and AutoCAD in the collection and display of field data to assist in the development of permit submissions and other documentation. Representative projects include:

- **Waltham Wayside Trail:** Responsible for wetland delineation and preparation of a Notice of Intent for the proposed 2.8-mile Waltham section of the Wayside Trail, a 23-mile shared use path on an abandoned railroad embankment extending from Bolton to Waltham. The Wayside Trail is a component of the Mass Central Rail Trail, a 104-mile shared use path that will connect from Northampton to Boston. Waltham, MA.
- **Southampton Greenway Feasibility Study:** Responsible for wetlands investigations and associated permitting requirements for a study of the feasibility of the creation of a 3.12-mile Shared Use Path facility along an inactive rail corridor. Southampton, MA.
- **Willowdale Subdivision Wetlands Consulting:** Provided wetland delineation and permitting support for a residential subdivision project on a former golf course site heavily constrained by wetlands. Responsibilities included delineation of wetlands, preparation of a wetland delineation report for inclusion in permitting documentation; seasonal monitoring of a potential vernal pool and submission of a potential vernal pool monitoring study for review by the Conservation Commission; and providing support at public hearings throughout the permitting process. Mansfield, MA.
- **Middleton Town Complex Master Plan:** Provided wetland delineations as part of the master plan prepared for a future town center to consist of several municipal buildings as well as passive recreational areas. The Wetland Report describes the limits, characteristics, and regulatory restrictions associated with each resource area on the site. Middleton, MA.
- **Panas Road Wetland Delineation:** Delineated approximately 2 miles of wetland that included open areas, natural woodlands, and abandoned gravel pits. Prepared a Wetland Delineation Report and appeared at a Public Hearing for an Abbreviated Notice of Resource Area Delineation. Currently monitoring two possible vernal pools on the site. Foxborough, MA.
- **242-244 Main Street Flagging:** Delineated extensive wetlands within an 80 acre site that included maintained horse pasture, shrub wetlands, natural woodlands, and stream channels, to assist with land use planning. Monitored flow conditions within two stream channels in order to determine whether either qualifies as an intermittent stream under 310 CMR 10.58 (2). Evaluated a potential vernal pool on the site. Foxborough, MA.
- **Viridian Development - Wetland Consulting:** Responsible for wetland delineations, delineation data collection, and preparation of an Abbreviated

Lauren H. Gluck, PWS
Senior Environmental Scientist

Notice of Resource Area Delineation (ANRAD) for review and verification of approximately 17,000 feet of wetland edge on a 100± acre site. Attleboro, MA.

- **Pine Street Site Due Diligence:** Completed vernal pool investigations and preliminary wetland evaluations on a 206-acre wooded site. Completed monthly water level monitoring and biological investigations at ten isolated flooded depressions identified as Potential Vernal Pools. Also performed a site-wide walkover wetland field review to provide a preliminary evaluation of wetland constraints. Norton, MA.
- **MassLite Quarry Site Vernal Pool Monitoring:** Completed investigations of eight isolated flooded depressions identified as Potential Vernal Pools within wooded and developed areas on a quarry site. Completed bi-weekly water level monitoring and biological investigations throughout the growing season. Also completed stream monitoring at the upper reach of Ten Mile River on the site. Plainville, MA.
- **Attleboro Sand and Gravel Vernal Pool Monitoring:** Completed investigations of six isolated flooded depressions identified as Potential Vernal Pools within wooded and developed areas on a sand and gravel site. Completed bi-weekly water level monitoring and biological investigations throughout the growing season for two consecutive years. Attleboro, MA.
- **Concrete Products Site:** Responsible for wetland delineations, wetland data collection, vernal pool investigation, and preparation of an Abbreviated Notice of Resource Area Delineation (ANRAD) for the site. Plainville, MA.
- **Abington Co-Located Pre-K/Middle/High School:** Performed wetland delineations and provided environmental permitting services for a combined pre-Kindergarten/Middle School/High School on the site of the former high school building. Prepared a Notice of Intent for the proposed school and associated facilities and assisted with the design of a compensatory mitigation area to offset impacted wetlands. Abington, MA.
- **Wolf Hollow Visitor Center:** Responsible for wetland delineation and permitting in support of a new visitor center for Wolf Hollow, a non-profit wolf sanctuary and educational facility that promotes the preservation of the Gray Wolf in the wild through education and exposure. Ipswich, MA.
- **Franklin High School:** Completed wetland delineations at the site of a new High School to be completed on the site of the existing Franklin High School. Prepared a Notice of Intent for the proposed High School and associated facilities. Franklin, MA.
- **Marshfield High School:** Completed wetland delineations at the site of a new High School to be completed on the site of the existing Marshfield High School. Prepared a Notice of Intent for the proposed High School and associated facilities. Marshfield, MA.
- **Andover Multiple School Sites Wetland Delineations:** Completed extensive wetland delineations at multiple school sites in the Town of Andover for the purposes of planning for future improvements to the Town's school facilities. School sites included the Andover High School, West Middle School, Woodhill/High Plain School, Doherty Elementary School, and Sanborn Elementary School. Andover, MA.

Seaver Anderson Environmental Scientist



REGISTRATIONS AND CERTIFICATIONS

Post – Baccalaureate
Certificate in GIS and Remote
Sensing

OSHA 10-Hour Construction
Safety & Health

AFFILIATIONS AND MEMBERSHIPS

Soil Scientists of Southern
New England (Associate
Member)

Association of Massachusetts
Wetland Scientists

Society of Wetland Scientists

Northeast Arc Users Group

EDUCATION

University of Rhode Island:
M.S. Environmental Science
and Management, 2019

University of Vermont:
B.A., Geography, Fine Arts,
2014

RELEVANT EXPERIENCE

Mr. Anderson has four years of experience in a variety of fields including land conservation and management, on-site wastewater treatment systems, anadromous fish passage, watershed hydrology, and GIS mapping. Since joining Pare in June of 2019, he has been involved in environmental permitting and site assessments, GIS mapping, wetland delineation, and soil characterization. Representative project experience includes:

- **MassDOT – Mongo Pond Dam Emergency Repairs:** Performed wetlands delineation around the Mongo Pond Dam in support of emergency repairs required due to failure of a low-level outlet. Assisted in the preparation of MA DEP permit application documents. Palmer, MA.
- **Johnson and Wales University – Equestrian Campus:** Prepared Mass DEP and Town of Rehoboth wetlands permitting applications for the construction of a bridge on the Johnson and Wales Equestrian Campus. Rehoboth, MA.
- **Bay Colony Group – Wetland Delineations:** Responsible for executing numerous wetland consulting assignments under a Master Services Agreement. Assignments have included wetland delineations, wetland evaluations, and report preparation. Various Locations - MA.
- **Edgewood Development Company – Wetland Delineations and Site Assessments:** Responsible for multiple wetland delineation and site assessments for potential development sites throughout Massachusetts. Assignments have included wetland delineations, ANRAD application, wetland evaluation, and report preparation. Various Locations - MA.
- **Organogenesis – 275 Dan Road Improvements:** Performed wetland delineation, prepared supporting delineation documentation, and prepared Notice of Intent application to MA DEP and Canton Conservation Commission for site improvements to an existing development. Canton, MA.
- **Bay State Vet – Site Selection:** Performed wetland assessments and wetland delineations for multiple sites throughout Massachusetts and one in Rhode Island. GIS mapping for each site for property evaluation. Swansea and Seekonk, MA and Coventry, RI.
- **RIDOT and City of Warwick – Sand Pond:** Performed wetland delineation and prepared documentation in support of a bank stabilization and stormwater treatment project on Sand Pond. Prepared RIDEM wetlands permit application and supporting documentation in support of the project. Warwick, RI.
- **RIDOT – Stormwater Basins:** Performed wetland delineations and site assessments to support the restoration of eight stormwater basins throughout Rhode Island. Prepared RIDEM Preliminary Determination Applications for retrofit of seven of the stormwater basins. Statewide – RI.
- **Reivity Energy and Orion – Ground-Mounted Solar Array:** Performed wetland delineation and classification of wetlands at 270 Jenckes Hill Road. Participated in pre-application discussions with RIDEM, prepared delineation documentation and freshwater wetland and RIPDES permit applications to RIDEM. Smithfield, RI.

- **The Kraft Group – Rand Whitney Industrial Development:** Performed wetland delineation and classification of wetlands. Prepared supporting delineation documentation and Notice of Intent application to MA DEP and Boylston Conservation Commission for the development of the light industrial complex. Prepared and received approval for a Beaver Management Plan to address issues with beaver activity. Coordination with contractor and project team throughout design of the site. Boylston, MA.
- **RIDOT – J.T. Connell Road/Coddington Highway:** Assisted in RIDEM wetlands permitting for the roadway reconstruction of the J.T. Connell/Coddington Highway restoration as part of the Pell Bridge Approaches project. Newport/ Middletown, RI.
- **RIDOT – Aquidneck Avenue Roadway Improvements:** Assisted in the delineation of wetlands along Aquidneck Avenue and the RIDEM wetlands permitting for roadway reconstruction and improvements. Middletown, RI.
- **Town of Smithfield – McCabe Elementary School Renovations:** Prepared RIDEM wetlands permit application and supporting documentation for an addition and site improvements to the Anna McCabe school. Smithfield, RI.
- **Brisa Builders – Bernon Mill Redevelopment:** Performed wetland delineation, prepared supporting delineation documentation, and prepared RIDEM Request for Preliminary Determination application for the redevelopment of a former mill complex in Woonsocket. Woonsocket, RI.
- **City of Woonsocket – Cass Park Improvements:** Performed wetland delineation, prepared supporting delineation documentation, and prepared RIDEM Request for Preliminary Determination application for Phase I earthwork for the addition of athletic fields at Cass Park. Woonsocket, RI.
- **Kent County Water Authority – New Office/Maintenance Facility Site Selection:** Performed wetland assessments of five potential sites. Performed wetland delineation for the preferred site and prepared Request to Verify application to RIDEM. Received approval for delineated edge. West Greenwich, RI.
- **Bristol-Warren Regional School District – Mount Hope High School Master Plan:** Performed wetland delineation and site assessment in support of a master plan for Mount Hope High School. Bristol, RI.
- **H.V. Collins – 99 Gano Street Redevelopment:** Performed coastal wetland delineation and prepared CRMC State Assent application for the development of a multi-level residential apartment building on Gano Street. Providence, RI.
- **North American Catholic Educational Programming Foundation Inc.:** Performed wetland delineations and soil characterizations of cleared wetlands in support of a RIDEM Notice of Violation order. Scituate, RI.
- **Whitin Reservoir Watershed District – Whitin Reservoir Operations & Maintenance Manual:** Performed Wetland Delineation, prepared delineation documentation, and prepared Notice of Intent for the ongoing operations and maintenance of the Whitin Reservoir. Douglas, MA.

AGREEMENT FOR TECHNICAL SERVICES

The Town of Sudbury, acting by and through its Town Manager (the "Town") hereby agrees to pay for and Pare Corporation with a usual place of business at 10 Lincoln Road, Suite 210 Foxboro, MA 02035 (the "Contractor", the term Contractor is hereby used for convenience purposes only) hereby agrees to provide Environmental Monitoring services related to the Bruce Freeman Rail Trail Project as identified in and reasonably inferable from Contractor's January 27, 2023 Proposal titled Environmental Compliance Monitoring, Proposal No. CP004.23, which shall be attached hereto and made a part hereof as Exhibit A, (the "Services") which was in Response to Request for Proposals from the Town which services Contractor shall perform in accordance with the following terms and conditions.

1. COST OF SERVICES

For performance of the Services, the Town shall pay a sum not to exceed \$208,830.00 which shall be based upon time and materials for work performed in accordance with the Rate Sheet ~~attached hereto~~ asset forth in Exhibit A. Any additional services shall be paid on a time and materials basis in accordance with the hourly rates included in Exhibit A, ~~attached hereto~~, provided that Contractor shall obtain advance written approval of the Town before commencing such additional services.

2. PAYMENT

The Contractor shall submit invoices to the Town on a monthly basis according to the work completed, and the Town shall make payment within thirty (30) days after receipt of an invoice.

3. TIME

The Contractor shall complete performance of its services hereunder on or before twenty-four (24) months following commencement of the Bruce Freeman Rail Trail Project, which commenced on January 23, 2023, unless extended by the Town.

4. CONTRACTOR RESPONSIBILITIES

The Contractor represents that it can and shall perform the services hereunder in a competent and professional manner, as proposed in the Proposal, and in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of the Contractor's profession, as implied by law in Massachusetts.

5. ASSIGNMENT

The rights and obligations of the Contractor hereunder may not be assigned without the written consent of the Town.

6. ENTRY ONTO PROPERTY

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

7. PROVISION OF INFORMATION AND EXTENT OF LIABILITY

The Town shall, upon written request of Contractor, make available to the Contractor all information in its possession which relates to the subject of the services to be performed hereunder. The Town does not warrant the accuracy or completeness of such information; however, unless stated by the Town in writing, the Contractor shall be entitled to reasonably rely upon such information, subject to the following conditions. The Contractor shall be responsible for reviewing the information for any inaccuracies which are apparent upon a view of the site or discrepancies between such information and any materials, measurements, analysis or data prepared independently by the Contractor which concern the same subject matter; and the Contractor shall not be entitled to rely on information which such review shows, or reasonably should have shown, consistent with professional diligence and generally accepted standards of performance in the Contractor's field of practice, to be incorrect. The Contractor shall not be liable to the Town in connection with errors, acts or omissions directly resulting from the Contractor's reasonable and justified reliance, in accordance with the requirements of this paragraph, on information furnished to it by the Town. All information provided to the Contractor by the Town shall remain the property of the Town.

8. UNFORSEEN OCCURRENCES

If, during the performance of services hereunder, the Contractor encounters any unforeseen conditions or occurrences, including the discovery of toxic or hazardous waste or materials,

which affect the Contractor's performance of services hereunder, the Contractor shall promptly notify the Town. After such notification:

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

9. FORCE MAJEURE

The Contractor shall not be responsible for failure to perform or for delay in performance on account of circumstances beyond its control, including strikes, riots, wars, acts of nature or acts of government preventing performance. In the event of delay in performance on account of such circumstances, the time for performance shall be extended by a period necessary to allow completion; however, the Town may elect to terminate this agreement upon seven (7) day notice in writing if any such delay exceeds twenty-one (21) days or continuation of the delay would result in the Town being unable to meet a requirement of state or local law for action on any matter pending before it within a certain time.

10. TERMINATION

- a) If the Town fails to make payment hereunder when due or fails to comply with any of its responsibilities hereunder, the Contractor may terminate this agreement upon fourteen (14) days written notice.
- b) The Town may terminate this agreement upon seven (7) days written notice if the Contractor fails to comply with any of its responsibilities hereunder, fails to prosecute its work hereunder in a timely fashion or fails to comply with any requirement of law or regulation applicable to this agreement or the services hereunder.
- c) The Town may terminate this agreement at any time upon seven (7) days written notice. If such termination is without the fault of the Contractor, the Town shall pay the Contractor all compensation and reimbursement. due to the Contractor up to the date of termination.

13. NOTICE

Notices shall be sent to the Town at:

Adam Duchesneau, Director of Planning and Community Development
278 Old Sudbury Road
Sudbury, MA 01776

and to the Contractor at:

Paul Orr, Principal Environmental Planner
Pare Corporation
10 Lincoln Road, Suite 210
Foxboro, MA 02035

14. OWNERSHIP OF DOCUMENTS

All documents and materials of whatever kind prepared by the Contractor and delivered to the Town pursuant to this agreement shall become the property of the Town; provided, that the Contractor may use its copies of such materials for educational purposes or for required submissions to governmental bodies.

15. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Town and all of the Town's officers and employees against all costs, damages, suits and claims of liability of every name and nature (including reasonable attorneys' fees) to the extent caused by the negligence acts, errors, or omissions of the Contractor in the performance of this Contract and shall indemnify the Town for any third-party claim arising out of injuries to the Contractor's employees or others performing services for the Contractor. The foregoing is in addition to and not in limitation of any other rights and remedies available to the Town.

16. LIMITATION OF LIABILITY

Provided that the Contractor's insurance policies are then in full force and effect, ~~T~~the total liability in the aggregate, of the Contractor and Contractor's officers, directors, agents and employees to the Town or anyone claiming by, through or under the Town, for any and all claims of professional negligence arising out of or in any way related to Contractor's services or this Contract shall NOT exceed the total amount of applicable insurance coverage \$1,000,000-(as set forth in Section 17 – Contractor's Insurance). In the event that Contractor's insurance coverage is not then in full force and effect, then the terms of this Section shall not apply. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

Notwithstanding the foregoing, the limitation of liability set forth in this or any other provision of this Agreement shall not apply to claims by the Town for indemnification of claims of third parties asserted against the Town for which Contractor is liable.

17. CONTRACTOR INSURANCE

The Contractor shall provide a certificate of professional liability coverage in the amount of ~~one~~five million dollars (\$~~1~~5,000,000.00), and a certificate evidencing Contractor's commercial general liability coverage in the amount of two million dollars (\$2,000,000.00), automobile liability, coverage in the amount of one million dollars (\$1,000,000.00), and workers' compensation insurance as required by law. The certificate(s) of insurance (excluding workers' compensation) shall name the Town as an additional insured. ~~The \$1,000,000 amount of Contractor's professional liability policy shall be the limits of ENGINEER's liability for professional negligence.~~ All liability policies shall be written on an occurrence basis, and shall be primary and non-contributory. Professional Liability Coverage may be written on a claims-made basis. The coverage shall be in force from the time of the agreement to the date when all services for the Project are completed and accepted by the Town. If, however, the policy is a claims-made policy, a policy shall remain in force for a period of six (6) years after completion.

18. AMENDMENT OF AGREEMENT

Any amendments to this agreement shall be in writing and signed by both parties.

19. APPLICABLE LAW

This agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth. Any litigation arising hereunder shall be brought solely in the state courts of the county in which the Town maintains its principal office.

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

PARE CORPORATION

Paul E. Orr, Principal Environmental Planner

Date

TOWN OF SUDBURY

Maryanne Bilodeau, Interim Town Manager

Date

EXHIBIT A**Rate Sheet**

(Effective January 27, 2023)

LABOR:

Engineer I	\$ 125.00/Hour
Engineer II	\$ 150.00/Hour
Project Engineer	\$ 175.00/Hour
Senior Project Engineer	\$ 200.00/Hour
Managing Engineer	\$ 225.00/Hour
Principal/Officer	\$ 275.00/Hour
Environmental Scientist/Planner	\$ 110.00/Hour
Senior Environmental Scientist/Planner	\$ 125.00/Hour
Managing Environmental Scientist/Planner	\$ 170.00/Hour
Principal Environmental Scientist/Planner	\$ 175.00/Hour
Senior Project Coordinator	\$ 150.00/Hour
CADD Operator/Designer	\$ 100.00/Hour
Senior CADD Operator/Designer	\$ 125.00/Hour
Principal CADD Operator/Designer	\$ 150.00/Hour
GIS Specialist	\$ 125.00/Hour
Construction Observer	\$ 105.00/Hour
Senior Construction Observer	\$ 125.00/Hour
Principal Construction Observer	\$ 150.00/Hour
Engineering Technician	\$ 90.00/Hour
Senior Engineering Technician	\$ 105.00/Hour
Clerical/Office Personnel	\$ 90.00/Hour

REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.625/Mile
Printing/Copying Wide Format (in house)	\$ 0.15/Square Foot
Photocopying (in house)	\$ 0.10/Copy
Outside Services and	
Out of Pocket Expenses	Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates. Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.

Rate Sheet
(Effective February 2024 through January 2025)

LABOR:

Engineer I	\$ 130.00/Hour
Engineer II	\$ 160.00/Hour
Project Engineer	\$ 185.00/Hour
Senior Project Engineer	\$ 210.00/Hour
Managing Engineer	\$ 240.00/Hour
Principal/Officer	\$ 290.00/Hour
Environmental Scientist/Planner	\$ 115.00/Hour
Senior Environmental Scientist/Planner	\$ 130.00/Hour
Managing Environmental Scientist/Planner	\$ 180.00/Hour
Principal Environmental Scientist/Planner	\$ 185.00/Hour
Senior Project Coordinator	\$ 160.00/Hour
CADD Operator/Designer	\$ 105.00/Hour
Senior CADD Operator/Designer	\$ 130.00/Hour
Principal CADD Operator/Designer	\$ 160.00/Hour
GIS Specialist	\$ 140.00/Hour
Construction Observer	\$ 110.00/Hour
Senior Construction Observer	\$ 130.00/Hour
Principal Construction Observer	\$ 160.00/Hour
Engineering Technician	\$ 95.00/Hour
Senior Engineering Technician	\$ 110.00/Hour
Clerical/Office Personnel	\$ 95.00/Hour

REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.625/Mile
Printing/Copying Wide Format (in-house)	\$ 0.16/Square Foot
Photocopying (in-house)	\$ 0.11/Copy
Outside Services and	
Out of Pocket Expenses	Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates. Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**8: Special Town Election Ballot Question****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Discussion of potential Special Town Election Ballot Timelines/Guidelines. Town Clerk Beth Klein & Lauren Goldberg of KP Law to attend.

Recommendations/Suggested Motion/Vote: Discussion of potential Special Town Election Ballot Timelines/Guidelines. Town Clerk Beth Klein & Lauren Goldberg of KP Law to attend.

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

02/07/2023 6:30 PM

Board of Selectmen Ballot Question Policy

Chapter 180 of the Acts of 1996 requires the Sudbury Board of Selectmen to provide registered voters the following information for any ballot question submitted solely to Town voters (other than a ballot pursuant to M.G.L. ch.53, §18A): (1) the full text of such question; (2) a fair and concise summary of such question; and (3) arguments for and against such question. See Attachment.

Further requirements include the following:

- The required information is to be sent to the voters at least 7 days before such an election.
- The Board of Selectmen, or when designated, Town Counsel, shall seek written arguments from the principal proponents and opponents of each question.
- The Board of Selectmen shall designate a date for receipt for such arguments and shall provide notice of such 14 days before the date arguments are to be received.
- The Board of Selectmen shall determine those best able to present the arguments for and against each question.
- If no argument is received within the time allowed, Town Counsel shall prepare such argument.
- No argument shall contain more than 250 words.

The requirements of this law will be implemented as follows for any ballot questions to be submitted for an Annual Town Election or a Special Town Election.

- Notice of proposed ballot questions and a request for written arguments for and against the questions will be posted on the Town website at least or 46 days before the election **plus additional days as needed to allow Board of Selectmen meetings for actions listed below.** The Board of Selectmen will also reach out to relevant parties including petitioners for citizen questions and ballot question committees.
- The Board of Selectmen will determine those persons best able to present the arguments for and against each question in an open meeting. In the absence of submission, Town Counsel will prepare the argument.
- Written arguments for and against ballot questions will be reviewed by Town Counsel for legal compliance. Neither Town Counsel nor the Board of Selectmen will review or edit the written arguments for substance, opinion, or accuracy.

Days before election	Action	Purpose
46 + days for BOS meetings	Notice of proposed ballot questions and request for written arguments	
39 + days for BOS meetings	BOS decides authors for pro and con arguments	To allow 14 days before due to Town Counsel
35+ days for BOS meetings	Wording of final ballot questions to Town Clerk	To comply with state ballot law
25 + days for BOS meetings	Written arguments submitted to Town Counsel	To allow 7 days for Town Counsel review and submission to BOS
18 + days for BOS meetings	BOS approves final warrant	
18 days	Delivery to printer	To allow printer 7 days before mailing date
11 days	Delivery to Post Office	To allow 4 days for mail
7 days	Posting and receipt of warrant	

Approved by the Board of Selectmen February 7, 2017.

2023 Town Meeting Warrant Schedule
March 27, 2023 Annual Town Election (ATE)
May 1, 2023 Annual Town Meeting (ATM)
May 9, 2023 Special Town Election (STE) - tentative

February 2023

S	M	T	W	T	F	S	
		Jan. 31	1	2	3	4	Jan. 31 submission deadline for 2023 ATM articles
5	6	7	8	9	10	11	Feb 7 SB accepts articles submitted for ATM warrant; finalize ballot question wording
12	13	14	15	16	17	18	Feb 13 Joint SB meeting with FinCom/CIAC to present ATM capital articles
19	20	21	22	23	24	25	Feb 17 deadline to submit ballot question(s) wording to Town Clerk 35 days prior to Election
26	27	28					Feb 20 President's Day, 21-24 school vacation
							Feb 28 or March 7 SB vote whether to call Special Town Election for May 9

March 2023

S	M	T	W	T	F	S	
			1	2	3	4	March 7 deadline to sign and send election warrant to print; also vote on ballot question for special town election
5	6	7	8	9	10	11	March 17 deadline to register to vote in Annual Town Election
12	13	14	15	16	17	18	March 20 posting/delivery deadline for ATE warrant
19	20	21	22	23	24	25	March 20 5PM deadline to submit Vote by Mail Ballot application to Town Clerk
26	27	28	28	30	31		March 23 Notice of proposed Ballot Question posted on website
							March 27 Annual Town Election

April 2023

S	M	T	W	T	F	S	
						1	
2	3	4	5	6	7	8	April 4 deadline to sign ATM warrant and send to print; also deadline for SB to file with Town Clerk certified vote of ballot question wording
9	10	11	12	13	14	15	April 21 deadline to register to vote at ATM
16	17	18	19	20	21	22	April 17 Patriots Day, 18-22 school vacation
23	24	25	26	27	28	29	April 24 ATM Warrant deadline received by residents and posted (7 days prior to ATM)
30							April 28 last day to register voters for Special Town Election

May 2023

S	M	T	W	T	F	S	
	1	2	3	4	5	6	May 1-3, 8 Annual Town Meeting at LSRHS
7	8	9	10	11	12	13	May 2 Posting and delivery deadline for STE warrant; vote by mail application deadline
14	15	16	17	18	19	20	May 9 Special Town Election (tentative)
21	22	23	24	25	26	27	
28	29	30	31				May 29 Memorial Day

Sudbury Special Town Election Schedule 2023

<i>Event</i>	<i>Legal References</i>	<i>Number of Days before the Election</i>	<i>Special Town Election May 9, 2023</i>
Notice of proposed Ballot Question posted on Town website		46+	Thursday, 3/23/23
Final day for the Select Board to file with the Town Clerk, the certified vote of the Board with the wording of the ballot questions.	G.L. c. 54, s. 42C	35	Tuesday, April 4, 2023
Last day to register voters for town election	G.L. c.51 s. 26, 28	10	Friday April 28th 9:00 AM – 5:00 PM
Last day to post and deliver warrant for town election*	G.L. c. 39, s. 10	7	Tuesday, May 2, 2023
Vote by Mail Ballot Application deadline		5 business days	Tuesday, May 2, 2023
Special Town Election			Tuesday, May 9, 2023

*Chapter 39: Section 10. Warrant; issuance; contents

Section 10. Every town meeting or town election, except as hereinafter provided, shall be called in pursuance of a warrant, under the hands of the selectmen, notice of which shall be given at least seven days before the annual meeting or an annual or special election and at least fourteen days before any special town meeting.

Mail in voting will be in effect unless the Select Board holds a public hearing and votes to opt out at least 45 days before the election.

Sudbury Special Town Election Schedule 2023

<i>Event</i>	<i>Legal References</i>	<i>Number of Days before the Election</i>	<i>Special Town Election May 23, 2023</i>
Notice of proposed Ballot Question posted on Town website		46+	Friday, March 31, 2023
Final day for the Select Board to file with the Town Clerk, the certified vote of the Board with the wording of the ballot questions.	G.L. c. 54, s. 42C	35	Tuesday, April 18, 2023
Ballots mailed out to voters		22-25	Monday, May 1, 2023
Last day to register voters for STE election	G.L. c.51 s. 26, 28	10	Friday May 12, 2023 9:00 AM – 5:00 PM
Last day to post and deliver warrant for STE election*	G.L. c. 39, s. 10	7	Tuesday, May 16, 2023
Vote by Mail Ballot Application deadline		5 business days	Tuesday, May 16, 2023
Special Town Election			Tuesday, May 23, 2023

*Chapter 39: Section 10. Warrant; issuance; contents

Section 10. Every town meeting or town election, except as hereinafter provided, shall be called in pursuance of a warrant, under the hands of the selectmen, notice of which shall be given at least seven days before the annual meeting or an annual or special election and at least fourteen days before any special town meeting.

Mail in voting will be in effect unless the Select Board holds a public hearing and votes to opt out at least 45 days before the election.

Sudbury Special Town Election Schedule 2023

<i>Event</i>	<i>Legal References</i>	<i>Number of Days before the Election</i>	<i>Special Town Election June 6, 2023</i>
Notice of proposed Ballot Question posted on Town website		46+	Friday, April 14, 2023
Final day for the Select Board to file with the Town Clerk, the certified vote of the Board with the wording of the ballot questions.	G.L. c. 54, s. 42C	35	Tuesday, May 2, 2023
Ballots mailed out to voters		22- 25	Monday, May 15, 2023
Last day to register voters for STE election	G.L. c.51 s. 26, 28	10	Friday May 26, 2023 9:00 AM – 5:00 PM
Last day to post and deliver warrant for STE election*	G.L. c. 39, s. 10	7	Tuesday, May 30, 2023
Vote by Mail Ballot Application deadline		5 business days	Tuesday, May 16, 2023
Special Town Election			Tuesday, June 6, 2023

*Chapter 39: Section 10. Warrant; issuance; contents

Section 10. Every town meeting or town election, except as hereinafter provided, shall be called in pursuance of a warrant, under the hands of the selectmen, notice of which shall be given at least seven days before the annual meeting or an annual or special election and at least fourteen days before any special town meeting.

Mail in voting will be in effect unless the Select Board holds a public hearing and votes to opt out at least 45 days before the election.



February 6, 2023

Dear Select Board Members,

As the Committee has continued its discussions on our request to place the Override on the ballot, we have also weighed all options available on the timing of a ballot vote. We understand there are several layers to your decision, including requirements under MG.L. c. 54, § 42C, the Select Board Ballot Question policy, and the preparation time needed by the Town Clerk's office. Our highest priority is providing as much stability and security as possible for our students, families, and staff. After careful consideration of these factors and the readiness of the Administration and the Committee to educate the community, it is our hope that you will consider placing the Override on the Town Election Ballot of March 27, 2023. This timing also serves in the interest of the taxpayers to place the question on this ballot, creating efficiency and eliminating the expense of a special election after Town Meeting. In the event the Select Board decides not to place the Override on the Election Ballot of March 27, 2023 it is our hope that you will consider placing the Override on a ballot as close to Town Meeting as possible.

Thank you for your continued time and consideration. We look forward to hearing your decision on this important matter.

Sincerely,
 Sudbury School Committee
 Silvia Nerssessian, Chair
 Meredith Gerson, Vice Chair
 Nicole Burnard
 Mandy Sim
 Sarah Troiano

Sudbury March 27, 2023 Town Election

Event	Legal References	Number of Days before the Election	Town Election March 27, 2023
Last day Notice of Proposed ballot Question has to be posted to Town website		46+	Thursday, February 9, 2023
Last day to submit Ballot question To Town Clerk	G.L. c. 53, s. 10	35	Friday, February 17, 2023 (February 20th is a holiday)
Last day to object or withdraw Candidacy	G.L. c. 53, s. 11	33	Wednesday, February 22, 2023
Ballot sent to printer		32	Thursday, February 23, 2023
Ballots mailed to voters			2/28/23- 3/3/23 estimate
Last day to register voters for town election 9:00 a.m. – 5:00 p.m.	G.L. c.51 s. 26, 28 <i>changed in 2022</i>	10	Friday, March 17, 2023
Last day to post or publish warrant for town election	G.L. c. 39, s. 10	7	Monday, March 20, 2023
Vote By Mail Ballot Application deadline	<i>changed in 2022</i>	5	Monday, March 20, 2023 (5:00 p.m.)
Annual Town Election			Monday, March 27, 2023
Last day to register voters for town meeting 9:00 a.m. – 5:00 p.m.	G.L. c.51 s. 26, 28 <i>changed in 2022</i>	10	Friday, April 21, 2023
Last day to post or publish warrant for town meeting	G.L. c. 39, s. 10	7	Monday, April 24, 2023
Annual Town Meeting			Monday, May 1, 2023

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**9: Accept ATM articles submitted 1/31/23****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept 2023 Annual Town Meeting articles submitted by 1/31/23 and to refer all articles to Town Counsel for review and comment as to form. Also vote on order of articles, and designate articles for the consent calendar. Also vote to refer any Zoning Bylaw amendments and street acceptance articles to the Planning Board.

Recommendations/Suggested Motion/Vote: Vote to accept 2023 Annual Town Meeting articles submitted by 1/31/23 and to refer all articles to Town Counsel for review and comment as to form. Also vote on order of articles, and designate articles for the consent calendar. Also vote to refer any Zoning Bylaw amendments and street acceptance articles to the Planning Board.

Background Information:

Attached spreadsheet summarizing all 56 articles, as well as each individual article.

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

02/07/2023 6:30 PM

ATM 2023 ARTICLES

9.a

	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
	IN MEMORIAM RESOLUTION										
	FINANCE/BUDGET										
1	Hear Reports	Select Board								Majority	
2	FY23 Budget Adjustments	Select Board								Majority	
3	FY24 Budget	Town Manager								Majority	
4	FY24 Capital Budget	Town Manager							\$728,525	Majority	
5	FY24 Transfer Station Enterprise Fund Budget	Town Manager							\$328,199	Majority	
6	FY24 Pool Enterprise Fund Budget	Town Manager							\$527,280	Majority	
7	FY24 Recreation Field Maintenance Enterprise Fund Budget	Town Manager							\$241,514	Majority	
8	FY23 Snow & Ice Transfer	Town Manager								Majority	Y
9	Unpaid Bills	Town Accountant							\$14,932	Four-fifths	
10	Chapter 90 Highway Funding	DPW Director								Majority	Y
11	Stabilization Fund	Select Board							\$144,274	Majority	Y
12	FY24 Revolving Fund Spending Limits	Finance Director								Majority	Y
13	Capital Stabilization Fund	Town Manager							\$250,000	Majority	Y
	MISCELLANEOUS										
14	Funding of GO Sudbury! Taxi and Uber Transportation Programs for FY24	Select Board							\$150,000		Y
15	Medicaid reimbursement and additional Chapter 70 Funding Transfer to fund ELA Curriculum update	SPS School Committee							\$279,574		
16	FY23 Medicaid Reimbursement Transfer	SPS School Committee									
17	Schools HVAC Repairs and Replacements	SPS School Committee							\$450,000		Y
18	Curtis Middle School A/V System Replacement	SPS School Committee							\$160,000		Y
19	SPS Surveillance Cameras	SPS School Committee							\$310,000		Y
20	LSRHS Camera System Replacement	LSRHS Superintendent							\$206,652		

Attachment9.a: 2023 ATM_Articles_draft 2-2-23 REVISED MB.DK2 (5598 : Accept ATM articles submitted

2/3/2023 9:36 AM

NS-not support; S-support; IP-Indefinitely Postpone; RTM-Report at Town Meeting

Page 1

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ATM 2023 ARTICLES

9.a

	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
21	Purchase of Storage Building	Fire Chief							\$200,000		Y
22	Purchase of Fire Engine	Fire Chief							\$1,020,000		
23	Americans with Disabilities Act Transition Plan Recommendations	Combined Facilities Director							\$200,000		Y
24	DPW Roofing Project Funding	Combined Facilities Director							\$400,000		
25	DPW Building Office Renovation	Combined Facilities Director							\$125,000		Y
26	Space Use and Facility Condition Study	Combined Facilities Director							\$300,000		Y
27	Atkinson Pool Dehumidification Equipment Replacement	Combined Facilities Director							\$600,000		
28	Atkinson Pool Maintenance and Repair Fund	Combined Facilities Director							\$480,000		
29	Amend Solar Energy Revolving Fund	Energy and Sustainability Committee								Majority	
30	Authorization to Proceed with the Fairbank Community Center Solar Project	Energy and Sustainability Committee									
31	Pickup Truck with Plow	Public Works Director							\$100,000	Majority	Y
32	Swap Body Truck (replaces pickup truck)	Public Works Director							\$185,000	Majority	Y

Attachment9.a: 2023 ATM_Articles_draft 2-2-23 REVISED MB.DK2 (5598 : Accept ATM articles submitted

2/3/2023 9:36 AM

NS-not support; S-support; IP-Indefinitely Postpone; RTM-Report at Town Meeting

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ATM 2023 ARTICLES

9.a

	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
33	Swap Body Truck (replaces spreader truck with wings)	Public Works Director							\$210,000	Majority	Y
34	Sports Field Mower	Public Works Director							\$160,000	Majority	Y
35	Multi-Purpose Tractor	Public Works Director							\$215,000	Majority	Y
36	Front End Loader	Public Works Director							\$345,000	Majority	Y
37	Fairbank Community Center A/V Equipment and Associated Funding	Select Board							\$200,000		
38	Amend General Bylaws, Article IX, Section 4200, Water Resource Protection Overlay Districts	Planning Board								Two-thirds	
39	Amend General Bylaws - Affordable Housing trust bylaw	Select Board									
40	General Bylaw for the Placement of Small Wireless Facilities in the Public Ways	Select Board									
	CPC ARTICLES										
41	Community Preservation Act Fund - 67-73 Nobscot Road Acquisition, Design, and Construction	CPC							\$438,000	Majority	Y
42	Community Preservation Act Fund - Accessible Pathways on Town Properties	CPC							\$187,744	Majority	Y
43	Community Preservation Act Fund - Bruce Freeman Rail Trail CSX Extension	CPC							\$300,000	Majority	Y
44	Community Preservation Act Fund - Curtis Outdoor Health and Wellness Space	CPC							\$480,000	Majority	Y
45	Community Preservation Act Fund - Frank Feeley Fields Improvements Phase II	CPC							\$799,668	Majority	Y
46	Community Preservation Act Fund - Fence and Lights for Fairbank Multisport Court	CPC							\$100,000	Majority	Y
47	Community Preservation Act Fund - Historic Resource Inventory Surveys Phase V	CPC							\$23,000	Majority	Y

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ATM 2023 ARTICLES

9.a

	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
48	Community Preservation Act Fund - Watershed Based Plan, Restoring Water Quality in Hop Brook	CPC							\$78,600	Majority	Y
49	Community Preservation Act Fund - Hosmer House Historic Structure, Cultural Landscape, and Collection Study	CPC							\$130,000	Majority	Y
50	Community Preservation Act Fund - Housing Trust Allocation	CPC							\$282,000	Majority	Y
51	Community Preservation Act Fund - Indigenous Cultural Landscape Study	CPC							\$35,000	Majority	Y
52	Community Preservation Act Fund - Regional Housing Services Office (RHSO) Membership Fee	CPC							\$33,000	Majority	Y
53	Community Preservation Act Fund - Return of Unspent Funds	CPC								Majority	Y
54	Community Preservation Act Fund - General Budget and Appropriations	CPC								Majority	Y
	PETITION ARTICLES										
55	Authorize Select Board to Petition the General Court to Adopt Legislation - An Act Authorizing the Town to Establish a Fee for a Checkout Bag Charge	Select Board									Y
56	Control of Firearms Zoning	Citizen Frank Riepe									

Attachment9.a: 2023 ATM_Articles_draft 2-2-23 REVISED MB.DK2 (5598 : Accept ATM articles submitted

2/3/2023 9:36 AM

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TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE # 1

Instructions:

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

ARTICLE 1. HEAR REPORTS

To see if the Town will vote to hear, consider and accept the reports of the Town Boards, Commissions, Officers and Committees as printed in the 2022 Town Report or as otherwise presented; or act on anything relative thereto.

Submitted by the Select Board.

(Majority vote required)

SELECT BOARD POSITION: The Select Board supports this article.

SUBMITTED BY: Select Board Mayanne Belorlean

APPROVED BY: _____

Town Counsel

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE #

2

Instructions:

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

ARTICLE 2. FY23 BUDGET ADJUSTMENTS

To see if the Town will vote to amend the votes taken under Article 3, FY23 Budget, of the 2022 Annual Town Meeting, by adding to or deleting from line items thereunder, by transfer between or among accounts or by transfer from available funds; or act on anything relative thereto.

SELECT BOARD REPORT: This article will allow flexibility to review all accounts within the FY23 Operating Budget to make adjustments at the Annual Town Meeting as necessary.

SUBMITTED BY:

on behalf of Select Board
Marguerite Bulodias

APPROVED BY:

 Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

ARTICLE 3 FY24 BUDGET

To see if the Town will vote to raise and appropriate, or appropriate from available funds, the following sums, or any other sum or sums, for any or all Town expenses and purposes, including debt and interest, and to provide for a Reserve Fund, all for the Fiscal Year July 1, 2023 through June 30, 2024, inclusive, in accordance with the following schedule, which is incorporated herein by reference; or act on anything relative thereto.

EXPENDITURES	FY24 Recommended	Override Request	FY24 Override
300: Education - Sudbury Public Schools (SPS)	43,230,704	745,459	43,976,163
300: Education - LS Regional High School (LS) ¹	28,936,600	-	28,936,600
300: Education - Vocational	500,000	-	500,000
Total: Schools	72,667,304	745,459	73,412,763
100: General Government	3,598,455	-	3,598,455
200: Public Safety ⁴	9,939,791	-	9,939,791
400: Public Works ⁵	6,111,600	-	6,111,600
500: Human Services	1,002,310	-	1,002,310
600: Culture & Recreation	1,639,483	-	1,639,483
Total: Town Departments	22,291,639	-	22,291,639
800: Reserve Fund	300,000	-	300,000
800: Town-Wide Operating and Transfers	195,991	-	195,991
700: Town Debt Service	2,569,645	-	2,569,645
900: Employee Benefits (Town and SPS) ²	15,730,817	-	15,730,817
1000: OPEB Trust Contribution (Town and SPS) ³	650,000	-	650,000
TOTAL OPERATING BUDGET:	114,405,396	745,459	115,150,855
(not including Capital or Enterprise Funds)			

¹ Includes \$334,991 for OPEB and \$469,465 for Debt Service.

² Includes \$6,890,967 for Town and \$8,839,849 for SPS.

³ Includes \$213,434 for Town and \$436,566 for SPS.

⁴ Appropriation is partially funded by \$660,000 of ambulance receipts.

⁵ Appropriation is partially funded by \$68,525 of solar revolving fund receipts.

Submitted by the Town Manager

(Majority vote required)

ARTICLE 4 FY24 CAPITAL BUDGET

To see if the Town will vote to raise and appropriate, or appropriate from available funds, the following sums for the purchase or acquisition of capital items including but not limited to capital equipment, construction, engineering, and design, including but not limited to renovation to buildings; and to determine whether this sum shall be raised by lease purchase or otherwise; or act on anything relative thereto.

	FY24
	<u>Recommended</u>
Operating Capital Budget	
Sudbury Public Schools	200,000
LS Regional High School	78,025
Information Systems	165,500
Fire	35,000
Public Works	150,000
Combined Facilities	100,000
Total Operating Capital Budget	<u>728,525</u>

Submitted by the Town Manager

(Majority vote required)

ARTICLE . 5 FY24 TRANSFER STATION ENTERPRISE FUND BUDGET

To see if the Town will vote to raise and appropriate, or appropriate from available funds, the following sums set forth in the FY24 budget of the Transfer Station Enterprise, to be included in the tax levy and offset by the funds of the enterprise; or act on anything relative thereto.

	FY22 Actual	FY23 Appropriated	FY24 Requested
TRANSFER STATION ENTERPRISE FUND			
Direct Costs	253,789	300,124	310,648
Indirect Costs ¹	17,800	17,551	17,551
Total Expenditures	271,589	317,675	328,199
Enterprise Receipts	290,957	317,675	328,199
Total Revenues	290,957	317,675	328,199

¹ Paid for by Enterprise Revenue Transfer to Unclassified Benefits (General Fund)

Submitted by the Town Manager

(Majority vote required)

ARTICLE . 6 FY24 POOL ENTERPRISE FUND BUDGET

To see if the Town will vote to raise and appropriate, or appropriate from available funds, the following sums set forth in the FY24 budget of the Atkinson Pool Enterprise, to be included in the tax levy and offset by the funds of the enterprise; or act on anything relative thereto.

	FY22 Actual	FY23 Appropriated	FY24 Requested
POOL ENTERPRISE FUND			
Direct Costs	298,010	462,620	482,280
Indirect Costs ¹	25,383	40,733	45,000
Total Expenditures	323,393	503,353	527,280
Enterprise Receipts	479,855	400,000	527,280
Retained Earnings Used	-	103,353	-
Total Revenues	479,855	503,353	527,280

¹ Paid for by Enterprise Revenue Transfer to Unclassified Benefits (General Fund)

Submitted by the Town Manager

(Majority vote required)

ARTICLE . 7 FY24 RECREATION FIELD MAINTENANCE ENTERPRISE FUND
BUDGET

To see if the Town will vote to raise and appropriate, or appropriate from available funds, the following sums set forth in the FY24 budget of the Recreation Field Maintenance Enterprise, to be included in the tax levy and offset by the funds of the enterprise; or act on anything relative thereto.

	FY22 Actual	FY23 Appropriated	FY24 Requested
FIELD MAINTENANCE ENTERPRISE FUND			
Direct Costs ¹	171,060	209,796	213,514
Indirect Costs ²	25,383	26,089	28,000
Total Expenditures	196,443	235,885	241,514
Enterprise Receipts	271,710	235,885	241,514
Total Revenues	271,710	235,885	241,514

¹ Direct costs include \$10,500 of capital expenditures.

² Paid for by Enterprise Revenue Transfer to Unclassified Benefits (General Fund)

Submitted by the Town Manager

(Majority vote required)

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 8

Instructions:

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

ARTICLE . SNOW AND ICE TRANSFER

To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum or sums of money, to be expended under the direction of the Town Manager, for the purpose of funding the Fiscal Year 23 Snow and Ice deficit; or act on anything relative thereto.

Submitted by the Town Manager.

(Majority vote required)

TOWN MANAGER REPORT: Due to the nature of this year's winter, the Town was required to deficit spend in the DPW snow and ice accounts. This article will fund that deficit.

By: Town Manager

Marganne Bilorlean

Approved by: _____

Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 9

Instructions:

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

ARTICLE . UNPAID BILLS

To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum or sums of money for the payment of certain unpaid bills incurred in previous fiscal years which may be legally unenforceable due to the insufficiency of the appropriation in the years in which such bills were incurred; or act on anything relative thereto.

Submitted by the Town Accountant.

(Four-fifths vote required)

TOWN ACCOUNTANT REPORT: Invoices that are submitted for payment after the accounts are closed at the end of a fiscal year or payables for which there are insufficient funds (and were not submitted for a Reserve Fund Transfer) can only be paid by a vote of the Town Meeting, a Special Act of the Legislature, or a court judgment.

By: Christine MichaudApproved by: _____
Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE #

10

Instructions:

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

ARTICLE. CHAPTER 90 HIGHWAY FUNDING*(Consent Calendar)*

To see if the Town will vote to authorize the Town Manager to accept and to enter into a contract for the expenditure of any funds allotted or to be allotted by the Commonwealth for the construction, reconstruction and maintenance projects of Town ways pursuant to Chapter 90 funding; and to authorize the Treasurer to borrow such amounts in anticipation of reimbursement by the Commonwealth; or act on anything relative thereto.

DIRECTOR OF PUBLIC WORKS REPORT: Each year the Legislature allocates funds to cities and towns for the improvement of their infrastructure, to be expended under the Chapter 90 guidelines. The current plans are to continue the implementation of our pavement management program.

SUBMITTED BY: _____



APPROVED BY: _____

Town Counsel

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE 11

Instructions:

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

ARTICLE _____

FY24 STABILIZATION FUND

To see if the Town will vote to raise and appropriate or transfer from Free Cash, \$ 144,274, or any other sum, to be added to the Stabilization Fund established under Article 12 of the October 7, 1982 Special Town Meeting, pursuant to General Laws Chapter 40, Section 5B; or act on anything relative thereto.

Submitted by the Select Board.

(Majority vote required)

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

Mayanne Blodcan,
on behalf of
Submitted by: Select Board

ARTICLE . XX FY24 REVOLVING FUND SPENDING LIMITS

To see if the Town will vote to establish the FY2024 spending limits for the use of revolving funds under M.G.L. c.44, s.53E ½, by the following departments of the Town in accordance with each fund set forth in Article XXXIII of the Town of Sudbury General Bylaws or act in any manner related thereto.

<u>Fund</u>	<u>Department</u>	<u>Maximum Amount</u>
Public Health Vaccinations & Tobacco Control	Board of Health	30,000
Plumbing & Gas Inspectional Services	Building Inspector	65,000
Portable Sign Administration & Inspectional Services	Building Inspector	10,000
Conservation (Trail Maintenance)	Conservation Commission	15,000
Conservation (Wetlands)	Conservation Commission	50,000
Forestry Activities	Conservation Commission	10,000
Council on Aging Activities	Council on Aging	65,000
Council on Aging Van Transportation (MWRTA)	Council on Aging	175,000
Cemetery Revolving Fund	Public Works	20,000
Fire Department Permits	Fire	70,000
Goodnow Library Meeting Rooms	Goodnow Library	20,000
Goodnow Library Services	Goodnow Library	25,000
Recreation Programs	Park and Recreation Commission	650,000
Teen Center	Park and Recreation Commission	10,000
Youth Programs	Park and Recreation Commission	200,000
Bus	Sudbury Public Schools	450,000
Instrumental Music	Sudbury Public Schools	100,000
Cable Television	Town Manager	30,000
Rental Property	Town Manager	50,000
Dog	Town Clerk	75,000
Zoning Board of Appeals	Zoning Board of Appeals	50,000
Solar Energy	Combined Facilities	1,000,000

Submitted by the Finance Director.

(Majority vote required)

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 13

Instructions:

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

ARTICLE CAPITAL STABILIZATION FUND

To see if the Town will vote to raise and appropriate or transfer from Free Cash \$ 250,000, or any other sum, to be added to the Capital Stabilization Fund established under Article 13 of the 2019 Annual Town Meeting; or act on anything relative thereto.

Submitted by the Town Manager.

(Majority vote required)

TOWN MANAGER REPORT: This transfer is for the purpose of saving funds for future capital needs.

By: Maryanne Bilodeau

Approved by: _____
Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 14

Instructions:

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

ARTICLE XX. FUNDING OF GO SUDBURY! TAXI AND UBER TRANSPORTATION
PROGRAMS FOR FY2024

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum of \$150,000, or any other sum or sums, for the purposes of the continued operations of the Go Sudbury! Taxi and Uber Transportation Programs, including all incidental and related expenses; or act on anything relative thereto.

SELECT BOARD REPORT: The Go Sudbury! Taxi program started in 2020 and Go Sudbury! Uber in 2021 and has been funded with grants, mitigation fund appropriations, rider co-pays, and an appropriation at 2022 Annual Town Meeting. Through the end of 2022 the program has provided thousands of rides to Sudbury's financially vulnerable, residents with a disability, those aged 60+, essential workers, and active duty military, Reserves, National Guard, and veterans of the armed forces to and from healthcare and social service appointments, shopping, community resources, and places of employment. Approval of this article will provide funds to continue the operation of the Go Sudbury! Taxi and Uber Transportation programs into and through fiscal year 2024.

subm. H'd by: *Maryanne B. Lockman, on behalf of*

By: Select Board _____

Approved by: _____
Town Counsel

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE # 15**ARTICLE: MEDICAID REIMBURSEMENT AND ADDITIONAL CHAPTER 70 FUNDING TRANSFER TO FUND ELA CURRICULUM UPDATE**

To see if the Town will vote to transfer from Free Cash a sum of money totaling \$279,574, equal to the state reimbursement amounts received in fiscal years 2019, 2020, 2021 and 2022 by the Town of Sudbury on behalf of Sudbury Public Schools for Reimbursable Education Medicaid expenses for the purpose of an ELA Curriculum Update for the Sudbury Public Schools that includes professional development, instructional materials, student resources to implement recommendations of Elementary English Language Arts Curriculum Review, and any other associated expenses; or take any other action relative thereto.

Sponsored by the Sudbury School Committee.

SCHOOL COMMITTEE REPORT: This article seeks to reimburse Sudbury Public Schools for Medicaid reimbursements received for fiscal years 2019, 2020, 2021, and 2022 and the additional Chapter 70 funding received for fiscal year 2023 to fund an ELA Curriculum Update that includes Professional development, instructional materials, and student resources to implement recommendations of Elementary English Language Arts Curriculum Review.

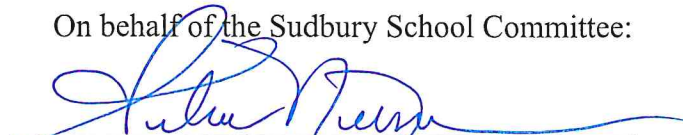
Medicaid reimbursements were received resulting from and directly related to the District providing medically necessary direct services to eligible MassHealth-enrolled children. Sudbury Public Schools provides these services through their operating budget and processes claims for reimbursement. A total of \$204,844 is Medicaid reimbursement funds received for FY2019, FY2020, FY2021, and FY2022 by the Town Treasurer.

On July 28, 2022 Governor Baker signed the FY2023 state budget that authorizes \$5,998,209,887 in Chapter 70 education aid to Massachusetts school districts (7061-0008 and 7061-0009). The resultant Chapter 70 educational aid for Sudbury Public Schools was increased by \$74,730 after the May 2022 annual town meeting, and therefore, Sudbury Public Schools did not receive the increase.



SUBMITTED BY: Donald R. Sawyer – SPS Director of Business & Human Resources

On behalf of the Sudbury School Committee:



Silvia Nersessian, Chair

Date

1/27/2023

APPROVED BY: _____
Town Counsel

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE #

16**ARTICLE: FY2023 MEDICAID REIMBURSEMENT TRANSFER**

To see if the Town will vote to transfer to the SPS Medicaid Reimbursement revolving account a sum of money equal to all Fiscal Year 2023 state reimbursement amounts received by the Town of Sudbury on behalf of Sudbury Public Schools for Reimbursable Education Medicaid expenses; or take any other action relative thereto.

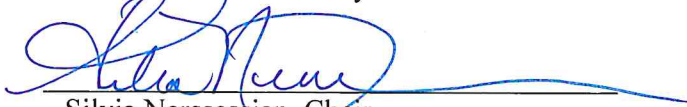
Sponsored by the Sudbury School Committee.

SCHOOL COMMITTEE REPORT: This article seeks to reimburse Sudbury Public Schools for Medicaid reimbursements received in the current 2023 fiscal year by the Town by transferring to the SPS Medicaid Reimbursement revolving account from the General Fund. These Medicaid reimbursements resulted from and directly related to the District providing medically necessary direct services to eligible MassHealth-enrolled children. Sudbury Public Schools provides these services through their operating budget and processes claims for reimbursement. This approved transfer will assist to offset operational costs within Sudbury Public Schools.

The total sum of money in this article would be equal to the total Medicaid reimbursement amounts received for FY2023 by the Town Treasurer.


SUBMITTED BY: Donald R. Sawyer – SPS Director of Business & Human Resources

On behalf of the Sudbury School Committee:


Silvia Nersessian, Chair

1/27/2023
Date

APPROVED BY: _____
Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE # 17**ARTICLE: SCHOOLS HVAC REPAIRS AND REPLACEMENTS**

To see if the Town will vote to raise and appropriate, or transfer from available funds, \$450,000 to be expended under the direction of the Sudbury Public School Department for the purpose of the repair and replacement of individual heating, ventilation and air conditioning items in several schools; and all expenses incidental and related thereto; or take any action relative thereto.

Sponsored by the Sudbury School Committee.

REPORT: This project will repair and/or replace individual heating, ventilation and air conditioning items in several schools. These items are critical to maintaining minimum required levels of airflow, air exchange and heat that must be maintained in occupied buildings.

The district has continually addressed needed HVAC and heat issues in schools. This effort has been heavily relied upon as building systems have been required to operate during the pandemic period in good working order with extended schedules.

The items below are a combined request and continuation of the ongoing repair and maintenance of this critical building infrastructure. Operational budgets cannot support the level of effort required to repair and replace this equipment as required. It is more cost effective and efficient to combine these projects.

- Haynes Rooftop HVAC Replacements \$110,000
- Curtis RTU #7 AC Unit Replacement \$95,000
- Curtis RTU #9 & #12 AC Unit Replacement \$210,000
- Haynes Dehumidification Control \$15,000
- Loring Art Room Climate Control \$20,000

SUBMITTED BY:  Donald R. Sawyer – SPS Director of Business & Human Resources

On behalf of the Sudbury School Committee:


Silvia Nerssessionian, Chair

Date 1/27/2023

APPROVED BY: _____
Town Counsel

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE #

18

ARTICLE: CURTIS MIDDLE SCHOOL AUDIO VISUAL SYSTEM REPLACEMENT

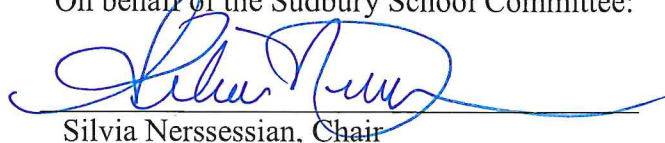
To see if the Town will vote to raise and appropriate, or transfer from available funds, \$160,000 to be expended under the direction of the Sudbury Public School Department for the purpose of replacing the existing audio visual system at the Curtis Middle School, and all expenses incidental and related thereto; or take any action relative thereto.

Sponsored by the Sudbury School Committee.

SCHOOL COMMITTEE REPORT: This article seeks funding for the purpose of the replacement and installation of the sound, lighting, and control board that is beyond its useful life and provide new ADA compliant assisted listening capacity in the auditorium at Curtis Middle School. The equipment has needed some costly repairs over the past three years.


SUBMITTED BY: Donald R. Sawyer – SPS Director of Business & Human Resources

On behalf of the Sudbury School Committee:


Silvia Nerssessionian, Chair

Date

1/27/2023

APPROVED BY: _____

Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE #

19

ARTICLE: SUDBURY PUBLIC SCHOOLS SURVEILLANCE CAMERAS

To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of \$310,000, or any other sum, for the purchase or acquisition and installation of surveillance cameras and associated equipment in the Curtis Middle School, Haynes Elementary School, Loring Elementary School, Nixon Elementary School and Noyes Elementary School, and all incidental and related costs; or act on anything relative thereto.

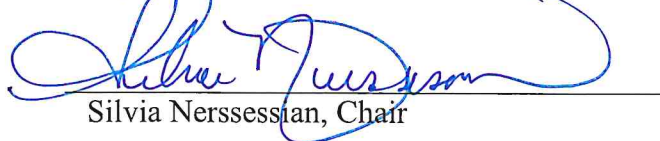
Sponsored by the Sudbury School Committee.

SCHOOL COMMITTEE REPORT: This article seeks funding for the purpose of the purchase and installation of surveillance cameras, switches, required licensing, and any necessary supporting hardware in the Curtis Middle School, Haynes Elementary School, Loring Elementary School, Nixon Elementary School and Noyes Elementary School. Interior cameras will improve the safety of students and staff in Sudbury Public Schools. This will ensure an equitable level of safety measures as provided in other Town and School Buildings in Sudbury. It will also assist in reducing probability of vandalism and assist in investigations, thus limiting the risk of damage and loss.



SUBMITTED BY: Donald R. Sawyer – SPS Director of Business & Human Resources

On behalf of the Sudbury School Committee:



Silvia Nerssessian, Chair

Date

1/27/2023

APPROVED BY: _____

Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

20

TOWN OF SUDBURY WARRANT ARTICLE FORM ARTICLE: TBD**Instructions:**


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

ARTICLE #XXXX *Lincoln-Sudbury Regional High School Camera System Replacement

To see if the Town will vote to raise and appropriate, or transfer from available funds, the Town's 87.44% share of \$206,652 for the total estimated project of \$236,336, whereby, the Regional School District has requested the town of Lincoln for its 12.56% share of \$29,684 as a Capital Request, for the purpose of replacing the Safety Camera System on the property of Lincoln-Sudbury Regional High School; and to determine whether said sum shall be raised by borrowing or otherwise; or to act on anything relative thereto.

Submitted by: Bella Wong, Superintendent/Principal. (Majority vote required)

SUBMITTED BY: LS School Committee


 LS SC Chair, Heather Cowap

Approved by: _____
 Town Counsel

WARRANT REPORT**LS REGIONAL HIGH SCHOOL CAMERA SYSTEM REPLACEMENT-CAPITAL PROJECT****Purpose:**

The building based cameras were installed in the new high school during 2014. The outdated technology and system maintenance is not sufficient for current safety monitoring within the building. No new cameras are said to be installed except for main space viewing capacity. Project scope is one-to-one replacement with enhanced quality and recording capability to be in line with changing safety and security needs for students and staff.

The project benefits provide more accurate camera viewing within the building to assist local authorities as necessary in emergency situations. Outdated cameras have limited visibility and do not provide accurate viewing for first responders.

Cost:

The estimated cost includes a 4% contingency allocation totaling \$236,336 with Sudbury's share of 87.44% at \$206,652 for the Sudbury request. LS is also requesting Lincoln's share of 12.56% totaling \$29,684 that has been approved by the Lincoln Capital Committee as an accepted capital project.

TOWN OF SUDBURY WARRANT ARTICLE FORM ARTICLE 21

Instructions:

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

ARTICLE ##. PURCHASE OF STORAGE BUILDING

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum of \$ 200,000.00 or any other sum, for the purchase or acquisition of a three bay storage building in the Fiscal Year 2024, or an act relative thereto.

Submitted by the Fire Chief.

FIRE CHIEF'S REPORT: This project will construct a three bay storage building at Fire Station #1 to support the operations of the Fire Department. Due to the specialized services that the Department provides there is a desperate need for storage space for emergency equipment. This building will house the departments rescue boat, RTV, brush truck, lighting plant and service vehicle. The current fire apparatus floor at Fire Station #1 is full of fire apparatus and ambulances, this new storage will allow for the proper storage of the Departments specialized resources and will assist in their speedy deployment.

Revision Submitted by: John M. Whalen
John M. Whalen, Fire Chief

Approved by: _____
Town Counsel

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE 22

Instructions:

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

ARTICLE ##. PURCHASE OF FIRE ENGINE

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds, the sum of \$ 1,020,000 or any other sum or sums, for the purchase or acquisition of one Fire Engine/Pumper and associated equipment in the Fiscal Year 2024, or an act relative thereto.

Submitted by the Fire Chief.

FIRE CHIEF'S REPORT: This request would replace the current Fire Engine #1 which was in front line service from 2006 until 2017, from 2017 to present Engine #1 has been assigned to Station 1. Engine #1 is currently 17 years old with 126,631 miles, by the time a new Engine is constructed and delivered, Engine #1 will be 20 years old.

The Fire Department depends on reliable and well equipped fire apparatus to provide emergency medical services and fire suppression throughout the Town, and to assist other towns when called upon.

Maryanne Bloda
 Revision Submitted by: on behalf of
 John M. Whalen, Fire Chief

Approved by: _____
 Town Counsel

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE # 23

Instructions:

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

ARTICLE AMERICANS WITH DISABILITIES ACT TRANSITION PLAN
RECOMMENDATIONS

To see if the Town will vote to raise and appropriate, or transfer from available funds, \$200,000 or any other sum or sums, to be expended under the direction of the Combined Facilities Director for the purpose of addressing recommendations identified in the Town Wide Americans with Disabilities Act Self Evaluation and Transition Plan including incidental and related expenses connected therewith; or act on anything relative thereto.

Submitted by the Combined Facilities Director.

COMBINED FACILITIES DIRECTOR REPORT: In 2021 as part of the on-going effort to assess the current level of Americans with Disabilities Act (ADA) compliance in programs, services and activities and town-owned facilities, The Institute for Human Centered Design was contracted to prepare an ADA Self Evaluation and Transition Plan on the Town's behalf to identify deficiencies, compile a prioritized list of recommendations for corrective actions and provide associated costs. The Self Evaluation found many key facilities are generally usable by people with disabilities but are not in full compliance with current accessibility requirements. This article would provide funding to continue addressing identified recommendations in schools, Town buildings and public spaces.

SUBMITTED BY: Sandra R. Duran, Combined Facilities Director

Sandra R. Duran

APPROVED BY: _____
Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 24

Instructions:

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Select Board's Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
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- 5) Article wording must be approved and article signed by Town Counsel before submission.

ARTICLE

DPW ROOFING PROJECT FUNDING

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds, the sum of \$400,000, or any other sum or sums, to be expended under the direction of the Town Manager for the purpose of the repair and or replacement of the roof and appurtenances thereto at the Department of Public Works main building located at 275 Old Lancaster Road, together with all costs and expenses associated therewith; or act on anything relative thereto.

Submitted by the Combined Facilities Director.

COMBINED FACILITIES DIRECTOR REPORT: This project will materially extend the useful life of the building and allow for -solar panel installation on the roof of the building, both a money and energy saving project.

By: Maryellen Bolger on behalf of

Approved by: _____
Town Counsel

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE #

25

Instructions:

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

ARTICLE DPW Building Office Renovation

To see if the Town will vote to raise and appropriate, or transfer from available funds, \$125,000, or any other sum or sums, to be expended under the direction of the Combined Facilities Director for the purpose of renovating the Department of Public Works Office Building to increase office space; or act on anything relative thereto.

Submitted by the Facilities Director.

FACILITIES DIRECTOR REPORT: Passage of this article would enable the renovation of existing office space for the creation of one small conference room, one team meeting room, three offices and storage space for the Board of Health and Facilities Department staff as the existing configuration is inadequate for present day functions. This request for funding includes the cost of design and renovation.

Maryanne Belinda on behalf of

SUBMITTED BY: Sandra Duran, Combined Facilities Director

APPROVED BY: _____
Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE # 26

Instructions:

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

ARTICLE SPACE USE AND FACILITY CONDITION STUDY

To see if the Town will vote to raise and appropriate, or transfer from available funds, \$300,000 or any other sum or sums, to be expended under the direction of the Combined Facilities Director for the purpose of hiring a consultant to conduct a Space Use and Facility Condition Assessment of Town and PreK-8 School Buildings; or act on anything relative thereto.

Submitted by the Facilities Director.

FACILITIES DIRECTOR REPORT: This request will fund a space utilization study to understand the function and efficiency of Town and PreK-8 School buildings with the end goal of having high utilization regardless of occupancy. In conjunction with the space utilization study, a facility condition assessment will be conducted to measure the condition and functionality of these same buildings and their infrastructure as suitable and appropriate for the intended functions.



SUBMITTED BY: Sandra Duran, Combined Facilities Director

APPROVED BY: _____
 Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

Instructions:

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

ARTICLE ATKINSON POOL DEHUMIDIFICATION EQUIPMENT REPLACEMENT

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds, the sum of \$600,000, or any other sum or sums, to be expended under the direction of the Combined Facilities Director for the purpose of replacing the existing Atkinson Pool Dehumidification Equipment including the installation of destratification fans and associated roof work, including incidental and related expenses connected therewith; or act on anything relative thereto.

Submitted by the Facilities Director.

FACILITIES DIRECTOR REPORT: Natatoriums require a large, high capacity dehumidification to control condensate formation from pool water evaporation. They require ventilation to meet safe building requirements. The existing high capacity dehumidification equipment located on the roof has reached its end of life and is experiencing costly repairs and reliability concerns. During the process enhanced roof support may be required. Adding interior destratification fans and air conditioning will enhance the current design and provide a safe interior air quality for users and the property.

SUBMITTED BY: Sandra Duran, Combined Facilities Director

Sandra Duran _____

APPROVED BY: _____
 Town Counsel

TOWN OF SUDBURY

WARRANT ARTICLE FORM

ARTICLE # 28

Instructions:

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

ARTICLE ATKINSON POOL MAINTENANCE AND REPAIR FUND

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds, the sum of \$480,000, or any other sum or sums, to be expended under the direction of the Combined Facilities Director, for the costs and expenses relative to maintenance and repair of the Atkinson Pool, or act on anything relative thereto.

FACILITIES DIRECTOR REPORT: The Atkinson Pools' existing piping, valves, fittings and grout are original to the pool and are in various states of deterioration and failure. Currently, the pools are experiencing notable leaking. Repair and maintenance of the piping systems and pool surface are required to prevent further leakage and deterioration.

SUBMITTED BY: Sandra Duran, Combined Facilities Director

Sandra Duran

APPROVED BY: _____
 Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM**ARTICLE** 29

Instructions:

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

ARTICLE TITLE: AMEND SOLAR ENERGY REVOLVING FUND**PURPOSE**

To see if the Town will vote to amend Article 11 of the 2016 Annual Town Meeting entitled "Establish Energy Revolving Fund" which allows the Facilities Director to utilize a revolving fund to pay Town electrical costs and to fund energy and sustainability initiatives by the Sudbury Energy and Sustainability Committee, to be funded by receipts from renewables, solar arrays or similar equipment installed on land, buildings, or other property owned by the Town of Sudbury, excluding land, buildings, or other property at Lincoln-Sudbury High School; or act on anything relative thereto.

Submitted by the Energy and Sustainability Committee.

Majority vote required.

ENERGY AND SUSTAINABILITY COMMITTEE REPORT: Article 11 of the 2016 Annual Town Meeting directed receipts only derived from the solar field at the Landfill to the Solar Energy Revolving Fund. Since that time, the Energy and Sustainability Committee has been planning for expanded use of renewables, solar arrays to be placed on various Town and School buildings in addition to placement on land for production of solar energy. Passage of this article will allow expansion of the areas permitted to direct receipts derived from renewables and solar energy.

The original article passed by well over a majority at the May 2, 2016 Annual Town Meeting is follows:

ARTICLE 11 – ESTABLISH SOLAR ENERGY SAVINGS REVOLVING FUND

To establish and authorize for Fiscal Year 2017, the use of a revolving fund by the Facilities Director for paying town electrical costs, and to fund energy saving initiatives by the Energy Committee; to be funded by receipts from the solar field at the landfill; said fund to be maintained as a separate account, in accordance with MGL. Chapter 44, Section 53E 1/2 ' the amount to be expended therefrom shall not exceed the amount of \$330,000.

The amount of the Revolving Fund has since been expanded to allow use of \$550,000.

By: Sudbury Energy and Sustainability Committee

Rami Alwan

Olga Faktorovich Allen

Ken Nathanson

Jim Cummings

Joe Martino

Venk Gopal

Vote - 6-0

Approved by: Lee Smith

Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM**ARTICLE 30****Instructions:**

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

**ARTICLE TITLE: AUTHORIZATION TO PROCEED WITH THE FAIRBANK
COMMUNITY CENTER SOLAR PROJECT**

To see if the Town will vote to transfer the care, custody, management and control of a portion or portions of the Fairbank Community Center property located at 40 Fairbank Road and identified as Assessor Parcel ID number F06-0001 to the Select Board for general municipal purposes and for recreational purposes and also for the purpose of leasing the same to one or more solar energy electricity production entities for the installation of a solar energy facility or facilities, and to authorize the Select Board to enter into a lease or leases for such portion or portions for a term of at least 20 years from the date of commencement of commercial operations of the solar energy facility or facilities and such additional term as the Select Board shall deem appropriate, all on such terms and conditions, and for such consideration, as the Select Board deems appropriate including a power purchase agreement for electricity and/or solar energy credits; and to authorize the Select Board to grant such access, utility, and other easements in, on, and under said property as may be necessary or convenient to construct, operate, maintain, and replace such solar energy facility or facilities; to authorize the Select Board to take all actions necessary in connection therewith; and to authorize the Select Board, pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 5, or any other enabling authority, to enter into an agreement for payments in lieu of taxes (PILOT Agreement) on account of such facility or facilities for a term of 20 years and such additional term as the Select Board shall deem appropriate, upon such terms and conditions as the Select Board shall deem to be in the best interest of the Town and further, to authorize the Select Board to take such actions as may be necessary to implement such agreements; or act on anything relative thereto.

ENERGY AND SUSTAINABILITY REPORT: A 270 kW solar generating facility is proposed to be constructed on the roof of the Fairbanks Community Center under a Power Purchase Agreement (PPA) with a third party developer yet to be identified. Under this agreement the Developer installs, owns, operates, maintains, and decommissions the facility at its sole expense. Sudbury purchases electricity from the Developer at pre-set rates, and receives Net Metering Credits from Eversource (the local distribution company) for supplying the purchased electricity to the grid. There is no cost to the Town associated with the construction, operation, maintenance or removal of the facility. At present, solar generating facilities on municipal property that are owned and operated by a taxable entity

are considered by DOER to be subject to personal property tax under M.G.L. c. 59, §2B, even if their operation is for municipal purposes. In this situation, the municipality is in effect taxing itself because any ongoing payments by the facility owner to the host municipality are typically recovered in the price of the electricity supplied. According to DOER guidance, a PILOT (Payment In Lieu of Taxes) can be negotiated by a municipality as an alternative to personal property tax with approval of its governing body. The benefits of a PILOT are:

1. A known and constant expense to the facility owner
2. Lower electricity prices for the host municipality
3. Simplified administration

The goal of this project was to generate electricity cost savings rather than tax revenue. To meet that end and comply with present Massachusetts General Laws on taxation, a PILOT will be negotiated, subject to approval by Town Meeting. The financial value to the Town from the sale of the electricity produced to the grid far exceeds any prospective tax revenue. The PILOT does not add to the pre-tax electricity price, and so provides a small additional benefit to the Town from this use of an otherwise non-producing property.

By: Sudbury Energy and Sustainability Committee
Rami Alwan
Olga Faktorovich Allen
Ken Nathanson
Jim Cummings
Joe Martino
Venk Gopal

Vote - 6-0

Approved by: Lee Smith
Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 31

Instructions:

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

ARTICLE TITLE: PICKUP TRUCK WITH PLOW

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum on \$100,000, or any other sum, for the purchase or acquisition of one (1) new vehicle for public works; or take any other action relative thereto.

Submitted by the Public Works Director

(Majority vote required)

PUBLIC WORKS DIRECTOR REPORT: Approval of this article will provide funds to purchase one (1) new pickup truck with appurtenances to replace an older model. It is a goal of the Public Works to focus on standardizing vehicles and specifying vehicles to better suit our multi-disciplinary needs. Pick-up trucks are one of the most used equipment in the fleet. The Public Works employees use these vehicles to perform their everyday tasks including moving materials and equipment that is carried and towed by these vehicles. These trucks also accompany larger equipment to perform snow removal.

By: _____

Daniel F. Nason, Public Works Director

Approved by: _____

Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 32

Instructions:

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

ARTICLE TITLE: SWAP BODY TRUCK

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum on \$185,000, or any other sum, for the purchase or acquisition of one (1) new vehicle for public works; or take any other action relative thereto.

Submitted by the Public Works Director

(Majority vote required)

PUBLIC WORKS DIRECTOR REPORT: Approval of this article will provide funds to purchase one (1) new swap body truck with appurtenances to replace an older model pickup truck. It is a goal of the Public Works to focus on standardizing vehicles and specifying vehicles to better suit our multi-disciplinary needs. The Public Works employees use these vehicles to perform their everyday tasks including moving materials and equipment that is carried and towed by these vehicles. These trucks also perform snow removal.

By: 

Daniel F. Nason, Public Works Director

Approved by: _____
Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 33

Instructions:

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

ARTICLE TITLE: SWAP BODY TRUCK

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum on \$210,000, or any other sum, for the purchase or acquisition of one (1) new vehicle for public works; or take any other action relative thereto.

Submitted by the Public Works Director

(Majority vote required)

PUBLIC WORKS DIRECTOR REPORT: Approval of this article will provide funds to purchase one (1) new swap body truck with appurtenances to replace an older model 6-wheel dedicated spreader truck with wing. It is a goal of the Public Works to focus on standardizing vehicles and specifying vehicles to better suit our multi-disciplinary needs. These trucks are used to perform various tasks including construction and winter snow/ice operations.

By: _____

Daniel F. Nason, Public Works Director

Approved by: _____

Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 34

Instructions:

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

ARTICLE TITLE: SPORTS FIELD MOWER

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum on \$160,000, or any other sum, for the purchase or acquisition of one (1) new vehicle for public works; or take any other action relative thereto.

Submitted by the Public Works Director

(Majority vote required)

PUBLIC WORKS DIRECTOR REPORT: Approval of this article will provide funds to purchase one (1) new sports field mower with appurtenances to replace an older model mower. This mower performs routine maintenance for various sports fields throughout Town including, but not limited to, the fields at Haskell, Curtis Middle School, Ti-Sales, Peter Noyes School, Davis, Feeley and the Crime Lab.

By: 

Daniel F. Nason, Public Works Director

Approved by: _____

Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 35

Instructions:

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

ARTICLE TITLE: MULTI-PURPOSE TRACTOR

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum on \$215,000, or any other sum, for the purchase or acquisition of one (1) new vehicle for public works; or take any other action relative thereto.

Submitted by the Public Works Director

(Majority vote required)

PUBLIC WORKS DIRECTOR REPORT: Approval of this article will provide funds to purchase one (1) new multi-purpose tractor with appurtenances to replace an older model. This equipment, with its various attachments, is critical for its ability to clear the snow and debris from various walkways throughout Town. It also supplements the roadside mowing with the boom flail mower and is outfitted with a sweeper to clean the walks in the spring. The multi-purpose tractor is exposed to many different environments including damaging branches, stone walls, hidden castings and corrosive materials (salt) which cause disintegration of the Public Works equipment.

By: _____

Daniel F. Nason, Public Works Director

Approved by: _____

Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 36

Instructions:

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

ARTICLE TITLE: FRONT END LOADER

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum on \$345,000, or any other sum, for the purchase or acquisition of one (1) new vehicle for public works; or take any other action relative thereto.

Submitted by the Public Works Director

(Majority vote required)

PUBLIC WORKS DIRECTOR REPORT: Approval of this article will provide funds to purchase one (1) new front end loader with appurtenances to replace an older model. The Department currently uses four (4) Front End Loaders, however the oldest one is over 13 years old and is beyond its useful life expectancy as a front-line, emergency response machine. This article requests funds to purchase a new loader, which will be safe, reliable, efficient, and capable of meeting the needs of the Department during the construction season. This equipment ensures the plowing operations remain efficient, and ultimately provide the staff with the proper equipment to clear the roads and parking lots during the snow and ice season.

By: _____

Daniel F. Nason, Public Works Director

Approved by: _____

Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 37

Instructions:

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

ARTICLE . FAIRBANK COMMUNITY CENTER AUDIO-VISUAL EQUIPMENT AND ASSOCIATED FUNDING

To see if the Town will vote to raise and appropriate, or to transfer from available funds, the sum of \$200,000, or any other sum or sums, to be expended under the direction of the Town Manager, for the purchase of audio-visual and related equipment, and associated design services, and installation services for the Fairbank Community Center project to address needs and associated costs therefor; or to act on anything relative thereto.

Maryann Bilozian on behalf of

By: Select Board _____

Approved by: _____
Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 38

Instructions:

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

ARTICLE XX. AMEND ZONING BYLAW, ARTICLE IX, SECTION 4200. WATER RESOURCE PROTECTION OVERLAY DISTRICTS: INSERT SECTIONS 4243.N. AND 4253.K.

To see if the Town will vote to amend the Zoning Bylaw, Article IX, Section 4200, entitled Water Resource Protection Overlay Districts, a copy of which is available for viewing in the Office of the Town Clerk and on the municipal website, by inserting new Sections 4243.n. and 4253.k., as displayed as underlined text as follows:

4243. The following uses and activities may be allowed by special permit within the Water Resource Protection Overlay Districts - Zone II, subject to the approval of the Special Permit Granting Authority under such conditions as they may require and also subject to Section 4242:

...

n. Uses allowed as of right or by Special Permit in the underlying zoning district which are not listed in Sections 4241 or 4242.

4253. The following uses are permitted by special permit within Water Resource Protection Overlay Districts - Zone III, subject to the approval of the Special Permit Granting Authority under such conditions as they may require and also subject to section 4252.

...

k. Uses allowed as of right or by Special Permit in the underlying zoning district which are not listed in Sections 4251 or 4252.

; and further that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Zoning Bylaw; or to take any other action relative thereto.

Submitted by the Planning Board. (Two-thirds vote required)

PLANNING BOARD REPORT: The Water Resource Protection Overlay Districts Zoning Bylaw currently lists all of the uses which are allowed as of right, prohibited, and allowed by Special Permit in the overlay districts (Zone II and Zone III). Over the last few years, there have been a number of instances where uses which are allowed as of right or by Special Permit in the underlying or base zoning district (ex. Business District, Village Business District, Limited Business District, etc.) are not

spoken to in any way as to their permissibility in the Water Resource Protection Overlay Districts. Typically, if particular uses are not specifically mentioned in the Water Resource Protection Overlay Districts Zoning Bylaw, then those uses are prohibited from the overlay district. This is a somewhat peculiar aspect of the overlay district Zoning Bylaw because there are a number of uses which are allowed as of right or by Special Permit in the underlying zoning districts, such business or professional offices, dance studios, banks, medical centers or clinics, and others, but they are not discussed in the Water Resource Protection Overlay Districts Zoning Bylaw. As such, these uses are prohibited uses in the overlay district. Many of these uses would have little, if any, impact on the water resources of the area which the overlay district bylaw is intended to protect.

At the same time, under the current language of the Zoning Bylaw, an Applicant could apply to obtain a Special Permit in the Water Resource Protection Overlay Districts to operate uses that could have far greater negative impacts on the water supply and resources the overlay district is intending to protect. For example, uses which involve the storage of large quantities of animal manure, commercial fertilizers, road salt, de-icing chemicals, and hazardous or toxic materials can all be established by obtaining a Special Permit from the Planning Board, who is the Special Permit Granting Authority in the Water Resource Protection Overlay Districts. Conversely, the only way a professional office could operate in the Water Resource Protection Overlay Districts is by finding a space which most recently previously contained another non-conforming use and then obtaining a Special Permit from the Zoning Board of Appeals to switch from one non-conforming use to another.

Town staff would prefer all Special Permits in the Water Resource Protection Overlay Districts be handled by the Planning Board. The Planning Board is the Special Permit Granting Authority in the overlay districts and has a bit more expertise in these particular matters. However, the only way for these less noxious uses (such as retail stores, professional offices, banks, etc.), which are not discussed in the Water Resource Protection Overlay Districts Zoning Bylaw, to locate in the overlay district is via a Special Permit process with the Zoning Board of Appeals (again, assuming the use could find a space which previously had another non-conforming use within it). With the above stated, the Planning Board is extremely aware of the sensitivity of the Water Resource Protection Overlay District areas. Therefore, this is why the Planning Board is proposing these uses which are allowed as of right and by Special Permit in the underlying zoning districts all still require Special Permits in order to establish themselves in the overlay district.

In summary, these proposed amendments to the Water Resource Protection Overlay Districts Zoning Bylaw will provide a clearer permitting path for uses which are allowed as of right or by Special Permit in the underlying zoning districts. The proposed amendments will also put the permitting authority for the overlay district fully in the hands of a Town board which is more well equipped to handle the considerations needed to permit these uses in areas where there are sensitive water supplies and resources.

By: Adam L. Duchesneau on behalf of the
Planning Board

Approved by: _____
Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 39

Instructions:

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

ARTICLE TITLE:

Amend General Bylaws -
 A Affordable Housing Trust Bylaw

(insert text here)

By:

on behalf of Select Board
 Maryanne Blodica

1/15/23

Approved by:

Town Counsel

ARTICLE []. AMEND GENERAL BYLAWS –
AFFORDABLE HOUSING TRUST BYLAW

To see if the Town will vote to amend the Town of Sudbury General Bylaws to adopt the Sudbury Housing Trust Bylaw by inserting a new article XXXVIII therein, as follows, or act on anything relative thereto.

SUDBURY HOUSING TRUST BYLAW

Pursuant to a vote on Article 33 of the 2006 Annual Town Meeting, the Town accepted the provisions of Massachusetts General Laws Chapter 44, Section 55C and authorized the establishment of a Housing Trust pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 55C.

SECTION 1. PURPOSE OF TRUST

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Sudbury for the benefit of low and moderate income households.

SECTION 2. POWERS OF TRUSTEES

The Trustees shall have the following powers which shall be carried out in accordance with and in furtherance of the provisions of M.G.L. Chapter 44, Section 55C (Municipal Affordable Housing Trust Fund) as outlined below except that the Trustees shall have no ability to borrow money, or mortgage or pledge Trust assets, purchase, sell, lease, exchange, transfer or convey any interest in real property without prior approval of the Select Board:

- 1) to accept and receive real property, personal property, or money, by gift, grant, contributions, devise, or transfer from any person, firm, corporation or other public entity or organization or tendered to the Trust in connection with provisions of any ordinance or by-law or any General Law or Special Act of the Commonwealth or any other source including money from M.G.L. Chapter 44B (Community Preservation Act);
- 2) with Select Board approval from Trustee recommendation, to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to Trust property as the Trustees deem advisable notwithstanding the length of any such lease or contract;
- 3) to execute, acknowledge, and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Trustees engage for the accomplishment of the purposes of the Trust;

- 4) with Select Board approval from Trustee recommendation, to borrow money on such terms and conditions and from such sources as the Trustees deem advisable, to mortgage and pledge Trust assets as collateral to the extent of the Trust's assets, and subject to 2/3 vote at any Annual or Special Town Meeting for greater than the extent of the Trust's assets;
- 5) to construct, manage or improve real property; and to abandon any property which the Trustees determine not to be worth retaining;
- 6) with Select Board approval from Trustee recommendation, to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
- 7) to hold all or part of the Trust property uninvested for such purposes and for such time as the Trustees may deem appropriate;
- 8) to become the lottery and monitoring agent for affordable housing and accept compensation for those services into the Fund;
- 9) to monitor the expiring use of any affordable housing in Sudbury;
- 10) to compensate Town employees for services provided as authorized by the Town Manager, including but not limited to dedicated staff to Trustees, engineering support for project specific activities, and other Town services, as requested by the Trustees to the Town Manager;
- 11) to employ advisors and agents, including but not limited to accountants, appraisers and lawyers as the Trustees deem necessary;
- 12) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Trustees deem advisable;
- 13) to participate or join or form a partnership, corporation or any other legally organized entity to accomplish the purposes of this Trust and to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation, and any other corporation, person or entity;
- 14) to apportion receipts and charges between incomes and principal as the Trustees deem advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- 15) to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Trustees may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Trustees may deem necessary and appropriate;
- 16) to carry property for accounting purposes other than acquisition date values;
- 17) to make distributions or divisions of principal in kind;

- 18) to extend the time for payment of any obligation to the Trust;
- 19) to establish criteria and/or qualifications for recipients and expenditures in accordance with Trust's stated purposes;
- 20) to compromise, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the Trustees may deem appropriate;

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

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

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

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

SECTION 3. ACTS OF TRUSTEES

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

SECTION 4. TREASURER/COLLECTOR AS CUSTODIAN

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

The Town Treasurer/Collector shall invest the funds in the manner authorized by M.G.L. Chapter 44, Section 55 (Public Funds on Deposit; Limitations; Investments,) Section 55A, (Liability of Depositor for Losses Due to Bankruptcy), Section 55B (Investment of Public Funds).

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

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

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

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

SECTION 5. DURATION OF THE TRUST

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

SECTION 6. RECORDING

A Declaration of Trust and any amendments thereto shall be recorded with the Middlesex South District Registry of Deeds and the Land Court.

SECTION 7. AMENDMENTS

The Declaration of Trust may be amended from time to time except as to those provisions specifically required under M.G.L. Chapter 44, Section 55C, by an instrument in writing signed by all of the Trustees and approved at a meeting called for that purpose, and approved by the Select Board provided that in each case, a certificate of amendment has been recorded with the Middlesex South District Registry of Deeds and the Land Court.

SECTION 8. RECORD TO BE CONCLUSIVE, CERTIFICATE AS TO FACTS

Every contract, deed, mortgage, lease and other instrument executed by a majority of the Trustees as appears from instruments or certificates recorded with the Registry of Deeds and Land Registration Office to be Trustees hereunder shall be conclusive evidence in favor of any person relying thereon or claiming thereunder, that at the time of the delivery thereof this Trust was in full force and effect and that the execution and delivery of such instrument was duly authorized by the Trustees except that instruments of amendment pursuant to Section 7 and an instrument of termination pursuant to Section 5 hereof shall be conclusive only if it appears that the delegations, amendments or termination have been executed by all of the Trustees. Any

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

ARTICLE GENERAL BYLAW FOR THE PLACEMENT OF SMALL WIRELESS FACILITIES IN THE PUBLIC WAYS

To see if the Town will vote to amend the Town of Sudbury General Bylaws by inserting a new article, to be numbered by the Town Clerk, for the placement of Small Wireless Facilities in the public ways as set forth below:

1. **Purpose.** The purpose and intent of this Article of the General Bylaws of the Town of Sudbury (the "Article") is to provide a uniform and comprehensive set of requirements and standards for the permitting, development, siting, installation, design, operation and maintenance of small wireless facilities ("SWF") as defined in 47 C.F.R s.1.6002 in public ways of the Town of Sudbury. The Town's authority for this Article, includes, among others, 47 USC s.332 et seq. ("Except as provided in this paragraph, nothing in this chapter shall limit or affect the authority of State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities"). In addition, and importantly, because of the cumulative impact of incremental decisions regarding SWFs, this Section instructs the permit applicant as to the Town's minimally acceptable standards for SWFs and directs the applicant to the Town's preferences for the design and installation of these facilities.
2. **SWFs** (including antennas, transceivers, mounting structures and enclosures, if any) may be installed in the public ways of the Town of Sudbury, subject to the limitations established herein.

3. Definitions

New Pole: A Substitution Pole or any pole or other structure that is installed without the removal of an existing pole.

Replacement Pole: To enable the installation of a SWF, a utility pole that takes the place of an existing utility pole, provided the resulting pole with attachments is no more than 5 feet higher than the existing pole with attachments.

Small Wireless Facilities (SWFs) are facilities that meet each of the following conditions as established by the FCC:

- (1) The facilities:
 - a) Are mounted on structures 50 feet or less in height including their antennas as defined in 47 CFR § 1.1320(d); or
 - b) Are mounted on structures no more than 10 percent taller than other adjacent structures; or
 - c) Do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;

- (2) Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 CFR § 1.1320(d)), is no more than three cubic feet in volume;
- (3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;
- (4) The facilities do not require antenna structure registration under part 17 of 47 CFR;
- (5) The facilities are not located on Tribal lands, as defined under 36 CFR 800.16(x); and
- (6) The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 CFR § 1.1307(b).

Substitution Pole: To enable the installation of a SWF, a utility pole that takes the place of an existing utility pole, wherein the resulting pole with attachments is more than 5 feet higher than the existing pole with attachments.

- 4. **Goals.** The goals of this Section are to:
 - A. Preserve and promote harmonious land uses within the Town, including its public rights-of-way;
 - B. Promote and protect public health and safety, community welfare, visual resources, and the aesthetic quality of the Town;
 - C. Provide for the orderly, managed, and efficient development of SWFs in accordance with federal and state laws, rules, and regulations and within defined locations within the Town; and
 - D. Encourage new and more efficient technology in the provision of SWFs.
- 5. **Intent.** This Article is not intended to apply to, nor shall it be interpreted to apply to:
 - A. Prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services;
 - B. Prohibit or effectively prohibit any entity's ability to provide any interstate or intrastate telecommunications service, subject to any competitively neutral and nondiscriminatory rules or regulation for rights-of-way management;
 - C. Unreasonably discriminate among providers of functionally equivalent services;
 - D. Deny any request for authorization to place, construct or modify personal wireless service facilities based on environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC's regulations concerning such emissions;

- E. Otherwise authorize the Town to preempt any applicable federal or state law or
- F. To conflict with 42 USC s.332 et seq.

6. Application procedures.

- A. **Fees.** The dollar amounts of all fees that are established pursuant to this Article shall be recorded in the Town of Sudbury Select Board Fee Schedule.
- B. **Filing.** Applications shall be submitted to the Select Board by filing with the Town Clerk's office in accordance with this Article, accompanied by an SWF Application Fee. The SWF Application Fee will cover up to five locations per application. Each application for more than five installations is subject to an SWF Supplemental Application Fee per additional installation. Each New Pole (including Substitution Poles as established herein) is subject to a SWF New Pole Application Fee per New Pole applied for.
- C. **Public hearing notices.** Pursuant to G.L. c.166 s. 22, the Select Board shall hold a public hearing on all applications for SWFs pursuant to G.L. c.166, s.22 and the costs of the legal notices shall be paid by the applicant, including the costs of mailing notice of the public hearing to property owners within a radius of five (500) hundred feet from the location where the pole for the proposed SWF is or is proposed to be.
- D. **Application completeness verification by the Department of Public Works ("DPW").** No application will be deemed complete unless and until the DPW shall have first verified that the applicant has assembled all the application contents listed in Section 5 below; the same shall constitute a "complete application". To protect the Town's rights under the federal SWF shot clock, the DPW should make a determination of completeness in such time that the Town can inform the applicant of an incomplete application within ten days of original filing.
- E. **Payment of application filing fees and number of application copies.** The applicant shall pay all application filing fees to the Town Clerk's office and shall file the following number of sets of application materials at the offices set forth below:

<u>Number of Sets</u>	<u>Office</u>
1	Town Clerk's office
5	Select Board office

One electronic original copy shall be submitted to the Select Board office. It shall be a PDF document of the original material, with text copy capability, no scanned pages and in color.

- F. **Contents of a Complete Application.** Applications shall include the following information:

- (1) Applicant's name, address, telephone number and e-mail address.
- (2) Names, addresses, telephone numbers, and e-mail addresses of anyone acting on behalf of the applicant with respect to the application.
- (3) Detailed drawings and descriptions of the equipment to be mounted on the pole(s), including:
 - i. Type of equipment;
 - ii. Specifications of equipment (including but not limited to dimensions and weight);
 - iii. Equipment mount type and material;
 - iv. Power source or sources for equipment, including necessary wires, cables, and conduit;
 - v. Expected life of equipment;
 - vi. Configuration of the antenna equipment, including:
 1. Number of antennas.
 2. Antenna model.
 3. Antenna length.
 4. Antenna height.
 5. Antenna mounting scheme
 - vii. Hardening, including:
 1. If there is a battery backup;
 2. If there is a generator backup;
 3. Proposed measures to prevent vandalism and accidental damage.
- (4) Renderings/photo simulations and elevation drawing of the equipment installation.
- (5) A detailed explanation comparing the characteristics of each proposed SWF with the criteria in the FCC definition of an SWF demonstrating the application is for bona fide SWFs, including without limitation, totals of equipment volumes, antenna volumes, and antenna heights, based on the information above
- (6) A radio frequency emissions analysis consistent with FCC OET Bulletin 65 procedures demonstrating compliance of each proposed SWF with FCC requirements limiting human exposure to radio frequency energy.
- (7) A noise assessment by a competent party demonstrating compliance with Massachusetts Department of Environmental Protection guidelines for noise pollution and with any Sudbury noise regulations. If the proposed SWF has no noise-generating apparatus, the applicant shall certify the

same with supporting evidence in the application materials and may provide such certification in lieu of a noise assessment.

- (8) Detailed map with locations of the poles on which equipment is to be located, including specific pole identification number, if applicable, and the geographic areas the equipment will service.
- (9) Detailed map showing existing and proposed small cell installations within 500 feet of the application site.
- (10) Certification by a registered professional engineer that the pole will safely support the proposed equipment.
- (11) Written consent by the pole owner to the proposed installation. If the proposal is for a New Pole that will be owned by a utility, the SWF application shall be accompanied by an application for construction approval per the Select Board regulation contained in its Policies and Procedures.
- (12) Affidavit from a radio frequency engineer outlining the network/network service requirements in Sudbury and how each installation addresses that need in Sudbury. Such affidavit should characterize, through or with coverage maps, the current level of coverage and how the desired installation(s) will change the current level of coverage, including current and proposed coverage, and include any information the applicant considers relevant to the need, such as evidence supporting any capacity claims regarding the need for the SWF.
- (13) Liability insurance certificate, naming the Town of Sudbury as an additional insured.
- (14) Description as to why the desired location is superior to other similar locations, from a community perspective, including but not limited to:
 - i. Visual aspects;
 - ii. Proximity to single-family residences.
 - iii. Impact on public safety, including without limitation, pedestrian or vehicular traffic during operation and during construction/maintenance activity
- (15) Description of efforts to locate the equipment on existing poles which currently exist or are under construction. A good faith effort to locate on such poles is required and evidence of such efforts must be included within the application.
- (16) An affidavit from the applicant which certifies that it will maintain the installations in good repair and according to FCC standards and will remove any installation not in such good repair, or not in use, within 60 days of being no longer in good repair or no longer in use.

G. **Public Hearing.** Placement of application on agenda. Once a complete application has been submitted and all filing fees required herein or elsewhere

have been paid, the Select Board will schedule and hold a public hearing and thereafter, render a decision on the application.

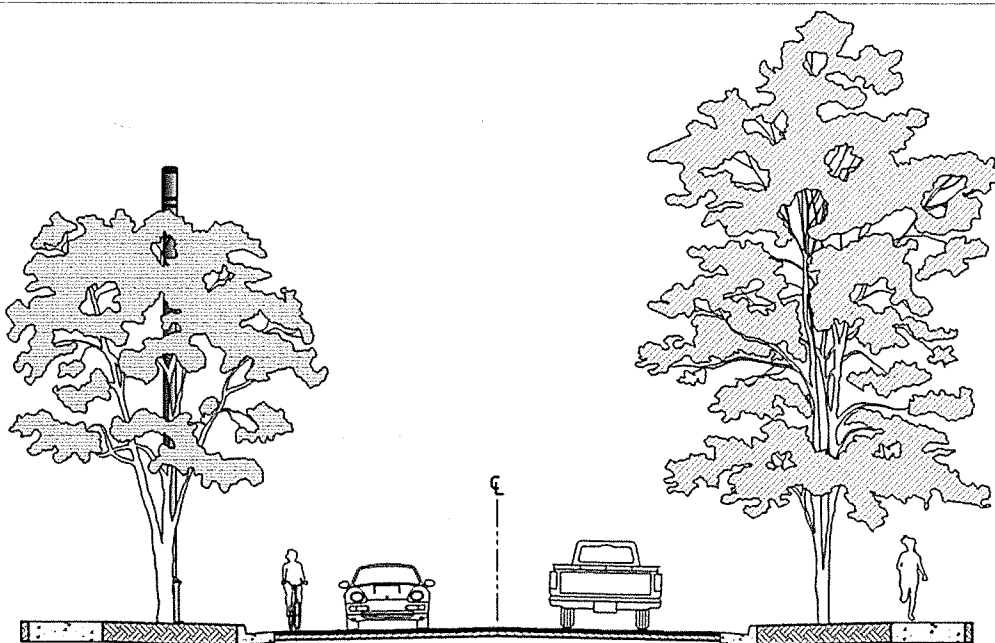
7. **Time for Rendering a Decision (“shot clock”).** Pursuant to federal regulation, the Select Board shall have sixty (60) days from the filing of a complete application for collocation of a SWF using an existing pole, and 90 days for attachment of a SWF proposing a New Pole (see definitions). The “shot clock” may be extended by mutual written agreement of the Select Board and the applicant.
8. **Select Board decision.** The Select Board may grant, grant with conditions, or deny the application based on inadequate capacity of the pole or mounting structure, safety concerns, reliability concerns, failure to meet applicable engineering standards, and/or failure to meet applicable design and aesthetic requirements all as set forth in this Article.
9. **Annual recertification and affidavit.** Each year on July 1, the SWF owner shall submit an affidavit which shall list, by location, all SWF installations it owns within the Town of Sudbury and shall certify:
 - A. each such installation that remains in use,
 - B. that such in-use installations remain covered by liability insurance naming the Town as an additional insured, and
 - C. the dates of disuse and removal of any disused equipment.

The equipment owner shall pay to the Town of Sudbury an SWF Annual Recertification Fee per installation which remains in place, whether in use or not.
10. **Disuse.** Any SWF which is no longer in use shall be removed by the owner, at the owner's expense, within 60 days of disuse.
 - A. *Nonremoval of SWF no longer in use.* Any SWF installation which is not removed by the owner, at the owner's expense, within sixty (60) days of disuse shall be subject to an SWF Abandonment Fee (fine) for each day after being listed in the annual recertification affidavit as no longer in use until such installation is removed by the owner.
 - B. *Prohibition on new applications.* Where such annual recertification has not been timely submitted, or equipment no longer in use has not been removed within the sixty-day (60) period, no further applications for small cell wireless installations will be accepted by the Town Clerk's office until such time as the annual recertification has been submitted and all fees and fines have been paid.

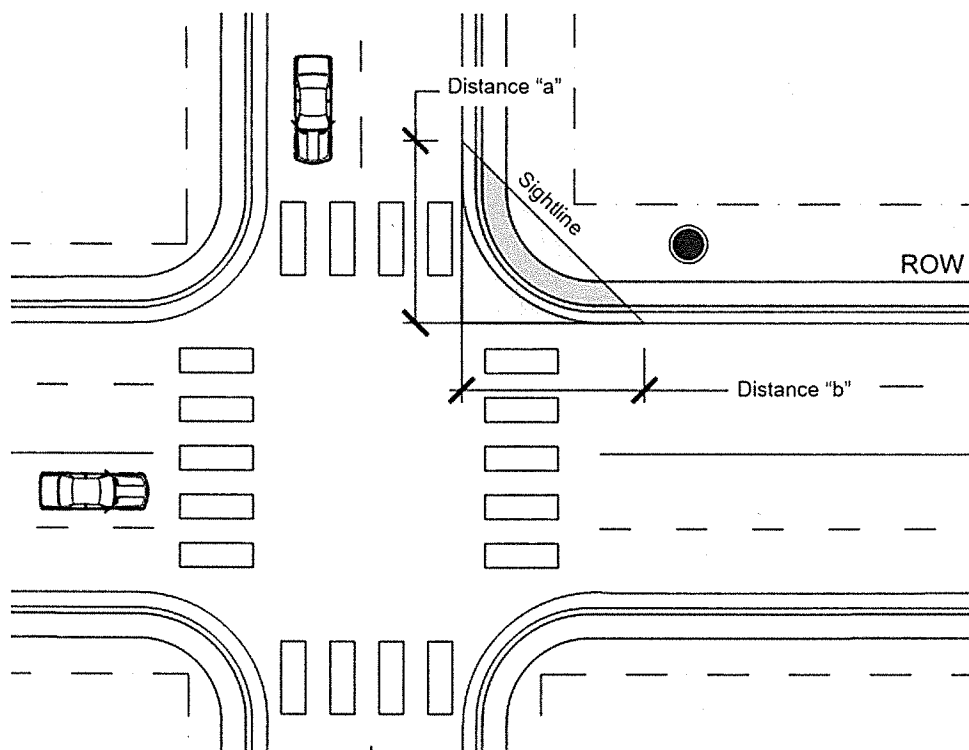
11. Design Guidelines and Aesthetic Requirements.

- A. No SWF equipment shall be installed at locations with double poles, provided that the doubling of poles is permitted for Replacement and Substitution Poles only for the reasonable time necessary to move utilities to the Replacement or Substitution Pole, which time shall not exceed 120 days. If a double-pole condition remains more than 120 days after such an installation, the SWF must cease operation until the double-pole is removed.
- B. Within the public right-of-way, only pole-mounted antennas shall be permitted, provided that at its sole discretion the Select Board may consider other street furniture, such as decorative lamp posts, to provide an appearance that may be more compatible with the location. The Select Board may require new structures in the public way to be of a concealed design that is compatible with the locus of the proposed installation (e.g. a concealed SWF lamp post).
- C. Absent Select Board permission and compliance with this Article, no New Poles are permitted within the public right-of-way that are not Substitution Poles. If an applicant proposes to replace a pole in order to accommodate the SWF, the pole shall match the appearance of the original pole to the extent feasible, including size, height, color, materials and style, unless another design better accomplishes the objectives of this Article as determined by the Select Board.
- D. If a New Pole is permitted by the Select Board to be placed within the public right-of-way, including a Substitution Pole, the New Pole shall be designed to resemble existing poles in the right-of-way, including size, height, color, materials and style, unless another design better accomplishes the objectives of this section as determined by the Select Board. Such New Poles that are not Replacement Poles or Substitution Poles shall be located no closer than 90 feet to an existing pole on the same side of the street. A Substitution Pole shall be placed within 3 feet of the pole that it is substituting for.
- E. SWF installation equipment (meters, enclosures, etc.) shall be mounted on the pole in a manner that preserves pedestrian and vehicular traffic safety and flow.
- F. No SWF installation equipment shall be replaced or altered on a pole without a reapplication, hearing and approval from the Select Board, unless the equipment is being replaced with the same or substantially similar equipment and there is no increase in total equipment volume or antenna volume from that which was previously approved.
- G. Not more than one SWF shall be mounted per pole unless it is a neutral host installation with shared antennas and all equipment meets the standard volume for a single SWF.
- H. The owner of a SWF shall remove all graffiti and repair any other damage on any portion of the SWF and any related equipment no later than ten (10) days from the date the owner receives notice from the Select Board or the Select Board's agent(s).
- I. Each component part of a SWF shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, inconvenience to the public's use of the right-of-way, or safety hazards to pedestrians and motorists.

- J. A SWF shall not be located within any portion of the public right-of-way interfering with access to fire hydrants, fire stations, fire escapes, water valves, underground vaults, valve housing structures, or any other vital public health and safety infrastructure.
- K. Unless collocated to the satisfaction of the Select Board, each pole-mounted SWF must be separated from other SWFs in the public way in such a manner as to prevent blight or other undesirable conditions resulting from closely spaced SWFs.
- L. All wires and cables needed to service the SWF must be installed in a neat and workmanlike manner and to prevent substantially increasing the visual mass and clutter of the pole. Any existing attachments that will remain or be restored after construction of the SWF shall be improved in appearance to the extent practicable, in consideration of the additional cables and equipment required for the new SWF.
- M. *Americans with Disabilities Act Compliance.* All SWF installations shall be built and maintained in compliance with the Americans with Disabilities Act (ADA).
- N. The SWF shall be color coordinated to best minimize the visual impact of the facility. To the extent practicable, cabling shall be enclosed in conduit or covers, and exposed cabling shall be neat and workmanlike.
- O. *New Poles - Screening.* New Poles shall be located so as to be well screened and hidden to the maximum extent practicable from public and residential view such as depicted below:



- P. *New Poles – Intersections.* New Poles shall be located to comply with the minimum sight line requirements pursuant to state highway regulations such as in the manner depicted below (see Mass DOT Highway Division development and design guidelines, referring to AASHTO policy on geometric design):



- Q. *SWF Orientation with Residential Buildings.* SWFs, whether on New Poles or not, shall be located to prevent cluttering residential views, including but not limited to views up driveways and walkways and views to/from residence windows, doors, porches, etc.
- R. If an applicant seeks to place a SWF in a residentially zoned neighborhood, a neighborhood that contains residential structures or otherwise adjacent to an area of Sudbury that contains residential structures the applicant:
- (1) Shall avoid attaching to poles that are within 20 feet of an existing driveway to enable the property owner to take advantage of trees or other screening that could shield the wireless equipment from view; and
 - (2) Shall avoid attaching to poles where the installation and/or ongoing maintenance will require
 - (a) significant tree trimming that could expose the SWF to view, or
 - (b) obstructing access to driveways or walkways
- S. In the following locations, SWFs are subject to additional criteria:

- (1) SWFs located on public ways within or abutting an Historic District must be reviewed and approved by the Historic District Commission and such SWFs shall conform to any federal, state and local requirements regarding the impacts of the SWF on such districts.
 - (2) At locations where utilities are required to be underground in the public way, no poles or other structures may be added for mounting an SWF unless the applicant has demonstrated to the Select Board that the service objective cannot be provided by any other means. Such demonstration may include coverage maps, drive/walk tests of potential coverage from the proposed and alternative locations and other technical information as necessary to support the claim of need for the SWF as proposed.
 - (3) SWFs proposed for designated Scenic Roads must, singly and in the aggregate, be of limited visibility to people using the Scenic Road, using such techniques as streamlining equipment to the maximum extent practicable, painting all equipment a single color, and selecting existing pole locations that limit such visibility such as in a manner consistent with the requirements for new poles as described in paragraph O. above. To be approved for installation on a Scenic Road, the applicant shall demonstrate to the Select Board that the service objective cannot be provided by any other means. Such demonstration may include coverage maps, drive/walk tests of potential coverage from the proposed and alternative locations and other technical information as necessary to support the claim of need for the SWF as proposed.
12. **Public health, safety and welfare.** The SWF shall be of such material and construction, and all installation and maintenance work shall be done in such manner, as to be satisfactory to the Select Board. No SWF shall be approved if the Select Board determines that such material, construction and/or work is or will:
- A. pose an actual risk to the public health, safety, and welfare,
 - B. interfere with pedestrian and/or vehicular traffic,
 - C. be difficult to maintain a neat and workmanlike appearance for the life of the facility, and/or cause damage to the public right-of-way or any property adjacent to the location of the pole.
13. **Indemnification.** The applicant shall indemnify and hold harmless the Town against all damages, injuries, costs, expenses, and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, allegedly caused by the acts or neglect of the applicant, its employees, agents and servants, in any manner arising out of the rights and privileges granted herein to the applicant for its SWF. Such indemnification shall not be limited by the amount of the applicant's liability insurance naming the Town as an additional insured.

14. **Town streets and/or sidewalks.** The board may determine on a case-by-case basis whether any new horizontal cable runs or other installations shall be overhead or underground, taking into account aesthetics, reliability and safety. All cutting of and/or digging into Town ways, including pavement and sidewalks, by or on behalf of an applicant in conjunction with its SWF shall be limited to that which is necessary and approved, provided:
- A. The installation minimizes the area of disturbance; and
 - B. The applicant restores any paved and unpaved surfaces to the satisfaction of the DPW.
15. **Repair of damage.** The applicant shall repair, at its sole cost and expense, any damage, including, but not limited to, subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to Town streets, sidewalks, walks, curbs, gutters, trees, parkways, streetlights, traffic signals, improvements of any kind or nature, or utility lines and systems, underground utility line and systems, or sewer systems and sewer lines that result from any activities performed in connection with the installation or maintenance of an SWF in the public right-of-way. The applicant shall restore such areas, structures and systems to the condition in which they existed prior to the installation or maintenance that necessitated the repairs.
16. **Side of pole on which to mount equipment.** The SWF's equipment, including cabinets, electrical and telecommunication panels, meter and the like, shall be mounted on the side of the pole facing away from the roadway, unless a result more appealing to the Select Board is obtained by a different configuration.
17. **Future road reconstruction repair.** Any future road reconstruction or repair project by the Town and/or the Commonwealth requiring the relocation of the pole shall result in the applicant's moving its SWF to another pole in a timely fashion after any necessary electric and telecommunications wiring/infrastructure has been moved to the new location; provided, however, that any such relocation shall require further Select Board approval.
18. **Construction and/or installation schedule.** Prior to the commencement of construction and/or installation of the SWF, the applicant shall provide the Select Board with a written construction and/or installation schedule satisfactory to Select Board. The applicant shall provide all notice and obtain all necessary permissions for working in the public way.
19. **Removal bond.** Prior to the commencement of construction and/or installation of its SWF or an SWF on a new pole, the applicant shall provide the Select Board with a bond from a surety authorized to do business in Massachusetts and satisfactory to the Select

Board in an amount equal to the cost of removal of the SWF from the pole in question, and/or new pole, and for the repair and/or restoration of the public way, in the vicinity of the pole in question, to the condition the public way was in as of the date when the relevant application was submitted to the Town Clerk's office. Said amount of the bond shall be determined by the Select Board. The amount of the bond shall be the total of the estimate by DPW plus an annual increase of 3% for the operating life of the SWF. The applicant shall notify the DPW of any cancellation of, or change in the terms or conditions in, the bond.

20. **Failure to comply with conditions.** An applicant's failure to comply with any of the conditions imposed as a condition of approving an application filed pursuant to this Article shall at the Select Board's discretion, require the removal of the facility and appurtenances within the time period set forth by the Select Board.
21. **Fees.** The schedule of fees to be charged under this section shall be those established by the Select Board after a public hearing. A copy of the schedule of fees so adopted shall be available in the office of the Select Board and in the office of the Town Clerk.
22. **Conflict.** Notwithstanding any conflicting provisions between this bylaw and any other section of the general bylaw or the zoning bylaws, the provisions of this bylaw shall apply.

;and further that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the general bylaws; or act on anything relative thereto.

Maryanne Bilodeau on behalf of

Submitted by the Select Board.

(Majority vote required)

Report Note: Consider including the initial proposed fees in the warrant article information materials.

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 41

Instructions:

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

ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – 67-73 NOBSCOT ROAD ACQUISITION, DESIGN, AND CONSTRUCTION

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$438,000 from the Community Housing category of Community Preservation Act Funds, funded from FY24 revenue and then from General Reserve Funds, if needed, to the Housing Trust for the site feasibility analysis, property acquisition, project design, construction, and creation of ownership and/or rental affordable housing units at 67-73 Nobscot Road; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: This article requests an appropriation to the Housing Trust for the site feasibility analysis, property acquisition, project design, construction, and development of ownership and/or rental affordable housing units on an approximately 5.4 acre piece of land at 67-73 Nobscot Road. In 2021, the Mayflower Council, Inc./Boy Scouts of America approached the Town of Sudbury with an offer to sell land within the Boy Scouts Reservation located off Nobscot Road. The entire property is approximately 29 acres and spans from Sudbury to Framingham. An approximately 5.4 acre portion of the entire property, which is surrounded by a conservation restriction, private residential property, and Nobscot Road, has been offered for purchase to the Town. The Housing Trust and Sudbury Housing Authority have engaged Beals + Thomas and the Cambridge Housing Authority to assist them in conducting a development feasibility analysis of the approximately 5.4 acre piece of land to potentially use for the development of affordable housing.

Beals + Thomas has prepared a development feasibility report for the property, including possible proposed layouts. The Cambridge Housing Authority has been coordinating with Beals + Thomas and is now working to develop a more refined understanding of the exact development possibilities at the property and associated permitting requirements. A more complete understanding of the limitations of the property will better inform the Housing Trust and Sudbury Housing Authority if this is a viable housing development project site. If it turns out a significant housing development project is feasible at the property, the Housing Trust and Sudbury Housing Authority would likely advance their discussions with the Mayflower Council, Inc./Boy Scouts of America to investigate purchasing the approximately 5.4 acre piece of land. These Community Preservation Act funds would be used to finish the site feasibility analysis components (if any) and possibly acquire the parcel. After acquisition, if there were remaining funds available, they would be used toward the design, construction, and development of affordable housing units on the property.

SUBMITTED BY: R. Poteat Ryan Poteat on behalf of the Community
Preservation Committee

Approved by: _____
Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM**ARTICLE 42****Instructions:**

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

**ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – ACCESSIBLE
PATHWAYS ON TOWN PROPERTIES**

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$187,744 from the Open Space and Recreation category of Community Preservation Act Funds, funded from FY24 revenue and then from General Reserve Funds, if needed, to install Americans with Disabilities Act (ADA) compliant pathways and accessible picnic/bench seating areas at designated town properties; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: The Town of Sudbury through its Facilities Department is requesting Community Preservation Act funds to rehabilitate and restore pathways and picnic areas by installing a combination of decomposed granite surface (fine gravel/stone dust and stabilizer) and asphalt paving. These funds would be used at the following locations:

- Davis Field
- Department of Public Works Offices and Garage
- Featherland Park
- Grinnell Park
- Haskell Field
- Heritage Park
- Ti-Sales Field
- Willis Lake Access

The current outdoor athletic fields are limited in their ability to serve and engage individuals of all abilities. Sudbury's population of individuals with physical challenges are not able to fully enjoy these outdoor spaces. Creating universal access to our athletic fields and outdoor seating areas will promote healthier lifestyles, allow families to enjoy recreation opportunities close to home, and enable those who were otherwise unable to attend events and fully participate. This project advances district and Town equity goals, and aligns with the Americans with Disabilities Act as well as Sudbury's ADA Self-Assessment and Transition Plan.

There is a significant desire from the community to provide universal access to the users of the Town's grounds. The Town's park and recreation areas have limited accessible pathways to athletic fields and accessible picnic and bench seating areas. The Town is committed to providing opportunities for all its residents to engage in physical and social activities. This project request aims to provide safe, accessible, and updated outdoor space for all residents while meeting the needs of over 1,800 people with disabilities.

SUBMITTED BY: R Poteat Ryan Poteat *on behalf of the Common Preservation Committee*

Approved by: _____
Town Counsel

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2023 JAN 31 A 11:21

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 43

Instructions:

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

ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – BRUCE FREEMAN RAIL TRAIL CSX EXTENSION

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$300,000 from the Open Space and Recreation category of Community Preservation Act Funds, funded from FY24 revenue and then from General Reserve Funds, if needed, for the purpose of creating the Bruce Freeman Rail Trail extension south of the intersection with the Mass Central Rail Trail; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: The Town of Sudbury seeks Community Preservation Act funds to advance the design and construction of the Bruce Freeman Rail Trail (BFRT) south of the intersection with the Mass Central Rail Trail. The construction of the BFRT north of this intersection, known as Phase 2D, commenced in January of 2023. The Town reached a monumental milestone in 2020 with the acquisition of the 1.4-mile-long CSX corridor (proposed as BFRT Phase 3A). The Town proposes to build on the success of the corridor acquisition, collect necessary corridor data, evaluate its design options, and advance the trail extension of the BFRT. The request is for funding a \$300,000 project which will be used to advance the design and/or construction of the BFRT into the southern (former CSX) corridor. The funds will be used for the topographic survey, wetlands delineation, alternatives analysis, and concept development for the expansion of the rail trail into the southern corridor, as well as additional design for this section of the trail. This could involve the first quarter mile section to connect the BFRT to Route 20/Boston Post Road, or the project could also involve a much larger section of the corridor as far down to the City of Framingham municipal boundary. The project includes hiring a consultant to perform data collection, feasibility study, alternatives analysis, and conceptual planning and cost estimate development to create baseline information, and to design the next phase of this section of the BFRT. Public engagement will be facilitated to solicit input on the concept that will be advanced. Additionally, depending upon the scale of the next segment of the BFRT as decided upon by the Town, the Community Preservation Act funds may also be used to advance the construction of this next phase of the project. The Town will also seek additional funds through grants to support this work.

SUBMITTED BY: *R. Poteat* *On behalf of the Community Preservation Committee*

Approved by: _____
Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 44

Instructions:

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

ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – CURTIS
OUTDOOR HEALTH AND WELLNESS SPACE

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$480,000 from the Open Space and Recreation category of Community Preservation Act Funds, funded from FY24 revenue and then from General Reserve Funds, if needed, for the purpose of creating an outdoor recreation area at the Curtis Middle School; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: This project aims to create an outdoor recreation area at the Curtis Middle School to enhance the outdoor opportunities for students and the general community, while improving the areas to comply with Americans with Disabilities Act (ADA) and Massachusetts Architectural Access Board (MAAB) regulations, and Sudbury's ADA Self-Assessment and Transition Plan.

This newly proposed safe and accessible outdoor space would promote social connection and address the emotional and physical needs of 850 middle school students, as well as the broader community. The current outdoor space at Curtis Middle School does not serve the needs of all students. The space has basketball hoops, fields, and limited seating. The project proposes to enhance the space with equipment to provide opportunities for more student engagement and physical challenge.

The design will incorporate additional tables and benches to promote social connection and allow friends to gather. This project advances district and Town equity goals, and aligns with the ADA as well as Sudbury's ADA Self-Assessment and Transition Plan.

Providing a safe, inclusive, and welcoming outdoor space to benefit the health and wellness of the community at Curtis Middle School is a priority of the Sudbury Public Schools. Over the past five years, the Sudbury Public Schools have provided these important, accessible opportunities and resources at the four elementary schools with its new playgrounds. This is an opportunity to bring equity and parity across the district for all students.

SUBMITTED BY: R Potent Ryan Potent On behalf of the Community Preservation Committee

Approved by: _____
 Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 45

Instructions:

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

**ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – FRANK FEELEY
FIELDS IMPROVEMENTS PHASE II**

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$799,668 from the Open Space and Recreation category of Community Preservation Act Funds, funded from FY24 revenue and then from General Reserve Funds, if needed, for the purpose of designing and constructing improvements to the Frank Feeley Fields located at 200 Raymond Road which will rehabilitate and restore these fields, including, but not limited to, playing field upgrades, installing dugouts, erecting bleachers, handicap accessibility enhancements, drainage improvements, irrigation, and any incidental and related costs; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: The Frank Feeley Fields are home to the Town tennis courts, several softball fields, and a baseball field. There is one 90-foot, lighted baseball diamond with a press box, bleachers, concession area, and restrooms; three 60-foot softball diamonds on two field levels; six tennis courts; and two pickleball courts. The softball diamonds have several safety issues regarding lack of protection from foul balls and the sun. Further, the swamp-like conditions on the two lower fields limit utilization during the key playing season. Sudbury youth girls' softball and adult softball operate their programs on all three fields at Frank Feeley Fields. These fields are in need of improvements and have safety concerns which need to be addressed. Some of these improvements are already underway and are being addressed in the previously approved Phase I portion of the project.

These Community Preservation Act funds would be used to complete key repairs to bring all three of the Feeley Fields softball diamonds up to the standards of other Town fields. Sudbury Girls Softball (SGS) feels it is critical to address the swamp-like conditions at the Feeley #1 and #2 softball diamonds. Due to Upper Feeley and parking lot run-off, combined with generally wet conditions in lower Feeley, large parts of the outfield, third base line, and bench area at Feeley #1, and the first base line and bench area at Feeley #2 are unusable for weeks at a time due to swamp-like conditions. There have been wet springs where SGS could not use all of their fields until the middle of June when the season is almost over. The puddles create hazards for the players and coaches, and are a breeding ground for insects and mosquitos due to the stagnant water. Stagnant water increases the threat of mosquitoes who may carry diseases such as Eastern

Equine Encephalitis (EEE), West Nile, etc. It is critical to minimize areas of stagnant water at these softball fields.

Phase II is extremely critical, but the most disruptive phase of SGS's request is the water remediation work that is needed on both lower Feeley diamonds #1 and #2. Installing interceptor drains to capture the Upper Feeley water run-off combined with a network of field drainage piping would enable SGS and other interested groups and families the ability to enjoy fully functioning softball fields all year round, including the wet season.

SGS has seen a continued growth in girl/family participation. As such, SGS has expanded its age groups and has programs throughout the year ranging from kindergarten to high school. In addition, the work over the past decade that SGS has done building interest and participation in town is showing results at the high school level. The improvements above will bring all three Feeley Fields softball diamonds available and fully operational during all three seasons: spring, summer, and fall.

SUBMITTED BY: R Poteat Ryan Poteat on behalf of the community
Preservation Committee

Approved by: _____
 Town Counsel

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 BOARD OF SELECTMEN
 SUDBURY, MA

2023 JAN 31 A 11:22

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 46

Instructions:

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

ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – FENCE AND LIGHTS FOR FAIRBANK MULTISPORT COURT

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$100,000 from the Open Space and Recreation category of Community Preservation Act Funds, funded from FY24 revenue and then from General Reserve Funds, if needed, to install fencing and lighting at the Fairbank Multisport Court; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: The new multisport court at Fairbank will include basketball and pickleball courts. Due to rising escalation and budget constraints, the fencing and lights for this court are not included in the Fairbank Community Center project. Lights and fencing will expand the use of this court for residents of all ages.

Prior to the Fairbank Community Center construction project, there were two full court basketball courts with lights at Fairbank. They were the only outside full-court courts in town and were used regularly by youth and adults. With shorter days in the fall and spring, the court lights were used daily as kids came there after school, evenings, and on weekends for pickup games. The only other outside courts that are available are half-court nets at Featherland Park, which are unlit. Due to the location of the basketball/pickleball court, it is essential to have this court fenced as the court is between the parking lot and the slope to a lower grass area. The fencing will keep balls in play and players out of danger.

Research has shown that easy access to recreational assets is important for everyone's mental and physical health. Expanding outdoor recreational opportunities in the form of a safe and enjoyable basketball/pickleball court is a response to the community's desire for a healthier lifestyle.

SUBMITTED BY: R Poter Ryan Poter On behalf of the Community Preservation Committee

Approved by: _____
Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM**ARTICLE 47****Instructions:**

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

**ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – HISTORIC
RESOURCE INVENTORY SURVEYS PHASE V**

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$23,000 from the Historic Resources category of Community Preservation Act Funds, funded from Historic Resources Reserves, for the purpose of funding additional historic resource inventory surveys to be added to Sudbury's Historic Resource Inventory; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: The Historical Commission is requesting Community Preservation Act funds to allow for the surveying of approximately forty individual buildings and one area. This project will focus on historic resources that are not documented, that are presently under-documented, historic resources recommended by the Phase IV Historic Property Survey Update 2020-2021 Final Report; and properties which could not be included as part of the scope of the previous Phase IV project.

Historic resource surveys are important as a tool for the preservation of historic resources by identifying properties eligible, either individually or as an area, for listing in the Massachusetts State Register of Historic Places, the National Register of Historic Places, and/or inclusion in a local historic district. These survey forms provide the legal basis for review by both the Historical Commission (Demolition Delay Bylaw) and the Historic Districts Commission (Certificate of Appropriateness). They are also frequently the only comprehensive documentation of a building or structure after it is lost. Many of the current Sudbury Historic Resource Inventory forms, completed in the 1960's and 1970's, require updating to meet current historic preservation survey documentation standards.

All surveys will follow Massachusetts Historical Commission (MHC) standards and methodology, be completed on MHC survey forms, and will be submitted for inclusion on the Massachusetts Cultural Resource Information System (MACRIS) database. MHC forms record architectural and historic significance – architectural description, photographs, key features, and information about the use, people, activities, and events associated with the resource over time.

Previous requests for historic preservation efforts, and specifically historic resources survey funding, have been supported by Town Meeting and by the Community Preservation Committee as noted as follows:

- Phase I – Completed prior to adoption of the Community Preservation Act in Sudbury
- Phase II – 2005, \$9,800
- Phase III – 2015, \$5,000
- Phase IV – 2020, \$30,000

The Sudbury Historic Resource Inventory aids in protecting and preserving Sudbury's historical, cultural, and archaeological resources of significance, especially those that are threatened. Thorough professional documentation on MHC inventory forms is the first step in the preservation planning process which assists in identifying areas for additional protection.

SUBMITTED BY: R. Poteat *on behalf of the community*
Ryan Poteat Preservation Committee

Approved by: _____
 Town Counsel

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2023 JAN 31 A 11: 22

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 48

Instructions:

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

**ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – WATERSHED
BASED PLAN, RESTORING WATER QUALITY IN HOP BROOK**

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$78,600 from the Open Space and Recreation category of Community Preservation Act Funds, funded from FY24 revenue and then from General Reserve Funds, if needed, for the purpose of preserving open space known as the Hop Brook by creating a watershed based plan for the Hop Brook waterway and associated ponds; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: Hop Brook is the largest tributary of the Sudbury River and drains more than half of the land area of Sudbury. Dozens of homes, recreational and historical areas, town wells, and Town property are along this waterway and associated ponds. Until the 1970s, Hop Brook was a major recreational and natural asset - with multiple locations for swimming, fishing, ice skating, and canoeing, and supported a diverse ecosystem with many species of birds and fish. Recorded Sudbury history features activities along Hop Brook since the 1700s, including fishing, saw and grain mills, canoeing, and swimming. However, nutrient pollution – primarily from the Marlborough Easterly wastewater treatment plant – has caused severe degradation of water quality, and overgrowth of invasive plants and toxic algae. As a result, the Hop Brook waterway and associated ponds have become very unpleasant in the summer, are no longer attractive for recreational use, and require increasingly intensive management to reduce unwanted plants.

The goal of this project is to restore water quality in the Hop Brook watershed, and thus reclaim an important recreational and historical asset for all Sudbury citizens. The Hop Brook Protection Association has collected extensive data on sources and variations in pollutant levels throughout Hop Brook, and have collaborated extensively with scientists at the Organization for the Assabet, Sudbury and Concord Rivers (OARS) to better understand how these pollutants, especially phosphorus, created the current situation. OARS has completed an in-depth evaluation using this data.

A watershed-based plan (WBP) is the first step in assembling and evaluating the existing data with the purpose of determining what approaches are most likely to successfully restore acceptable water quality. A well developed WBP is also necessary to obtain Federal (Section 319) and state grant funding for specific remediation strategies (such as the ones recommended

by the WBP). Framingham, Westboro, Andover, and other communities have used their WBPs to successfully obtain government funding that ultimately led to pollution reduction and improved water quality.

The Hop Brook Protection Association, in partnership with the Sudbury Conservation Coordinator and OARS, is well-prepared to successfully manage the process to produce an optimal WBP. Over the past three years, the Hop Brook Protection Association has developed and managed a successful program to reduce invasive water chestnut plants, and have partnered with OARS and the Town's Conservation Commission to obtain two grants that supported water quality sampling and community education. However, the Hop Brook Protection Association's research shows there are many other options for the next steps, each with varying return on investment. To ensure the Hop Brook Protection Association takes the right actions, they need expert consultation to develop a concrete plan which they and their community partners can execute with high confidence of good results.

SUBMITTED BY: R Poteat Ryan Poteat ON behalf of the Community
Preservation Committee

Approved by: _____
 Town Counsel

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2023 JAN 31 A 11:22

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 49

Instructions:

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

**ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – HOSMER HOUSE
HISTORIC STRUCTURE, CULTURAL LANDSCAPE, AND
COLLECTION STUDY**

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$130,000 from the Historic Resources category of Community Preservation Act Funds, funded from Historic Resources Reserves, for the purpose of preserving historic resources by conducting a professional study to assess the current conditions, and to advise and recommend treatments, and preservation strategies for the management of the Hosmer House structure at 299 Old Sudbury Road, its collections, objects, and art, and its grounds; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: The historic c. 1793 Hosmer House was gifted to the Town of Sudbury by its last owner, Artist Florence Hosmer in 1978. Like the preservation non-profit Historic New England's Codman House in Lincoln, Massachusetts, the Hosmer House is a unique historic resource in one unique respect because the house is not empty, but contains a family's possessions and varied house contents that represent the family's presence over time. The Hosmer House reflects a Sudbury family's life in Sudbury and provides an opportunity for a historic interpretation of Sudbury. Ms. Hosmer also bequeathed a collection of her paintings with the property as well.

Since the Town's acquisition of the Hosmer House, no complete evaluation of the structure, landscape, and its varied house collections has been conducted for their treatment, care, oversight, and management.

The Historical Commission seeks Community Preservation Act funding for a such a comprehensive evaluation – a Hosmer House Historic Structure, Cultural Landscape, and Collection Study – modeled in part after the American Institute of Conservation's (AIC) Conservation Assessment Program and the National Park Service model structure and cultural landscape study reports. These combined studies are critical for preservation planning for appropriate actions to preserve this historic property.

This project will be comprised of two parts, but not in a phased manner as Part I and Part II will likely be conducted simultaneously. Part I would consist of a Historic Structure and Cultural

Landscape (combined) Study conducted by a historical architectural consultant/firm with a landscape architect as part of the team. Part II would be a Collection Study conducted by a professional with expertise in collections and conservation assessment, operations, and management with assistance from specialists such as experts on art, textile, and archival materials assessment and conservation.

The Hosmer House is a prominent, key anchor, and unique contributing historical asset in the National Register of Historic Places Town Center Historic District (NRHD) established in 1973 and local Town Center Historic District (LHD). The structure, its contents, and the property warrant a professional comprehensive level of study in order for it to be preserved for the benefit, use, and enjoyment of the community and residents of Sudbury, now and for the future.

SUBMITTED BY: R Poteat Ryan Poteat ON behalf of the Community Preservation Committee

Approved by: _____
Town Counsel

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SUDBURY, MA

2023 JAN 31 A 11:22

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM**ARTICLE** 50**Instructions:**

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

ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – HOUSING TRUST ALLOCATION

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$292,000 from the Community Housing category of Community Preservation Act Funds, funded from FY24 revenue, to the Housing Trust for the acquisition, creation, preservation, and support of community housing as allowed by the Community Preservation Act; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: This article requests an appropriation to the Housing Trust for the creation of new affordable housing units and continued support for residents struggling to pay their rent due to impacts from COVID or other matters. The Housing Trust last requested Community Preservation Act funds in 2021 for Fiscal Year 2022 and has not created any new units since then, as the Housing Trust relies on Community Preservation Act funds for unit creation.

This funding allocation would assist in creating affordable housing through the Housing Trust's Home Preservation Program which converts existing smaller market homes to affordable homes and provides affordable homeownership opportunities to income eligible households. The Housing Trust is the main, if not the only, entity with plans to create affordable homeownership in Sudbury. Through its program, the Housing Trust has seen tenants of the Sudbury Housing Authority become owners for their families, and owners of deed restricted properties in Sudbury purchase market rate homes in town. These items demonstrate first-hand the benefits of a homeownership program. Sudbury has had 37 ownership units in its affordable housing portfolio since 2016. The Home Preservation Program conforms to the Town's Housing Production Plan, contributes long-term affordability towards the MGL Chapter 40B 10% affordable housing threshold, converts market rate to affordable units, and promotes a socioeconomic environment that encourages a diversity of income.

Additionally, the Housing Trust aims to build upon its Sudbury Rent Relief Program (SRRP) which serves low income level households in town by providing rental assistance. The Housing Trust has successfully implemented and administered the Sudbury Rent Relief Program and looks to continue the concept. This program would have the effect of deepening the affordability

of rental units in Sudbury and would serve low income households. The Sudbury Rent Relief Program commits six months of rental assistance for apartments with low income tenants. The Rent Relief Program conforms to the Town's Housing Production Plan, assists in intermingling affordable and market rate housing at levels that exceed state requirements for percentage of affordable units, and promotes a socioeconomic environment that encourages a diversity of income.

SUBMITTED BY: R Poteat Ryan Poteat ON behalf of the Common
Preservation Committee

Approved by: _____
 Town Counsel

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2023 JAN 31 A 11:22

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM**ARTICLE** 51**Instructions:**

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

**ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – INDIGENOUS
CULTRAL LANDSCAPE STUDY**

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$35,000 from the Historic Resources category of Community Preservation Act Funds, funded from Historic Resources Reserves, for a town-wide Indigenous Cultural Landscape Study, for the preservation of historic resources, including all costs incidental and related thereto; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: The Historical Commission is seeking Community Preservation Act funding to complete a town-wide Indigenous Cultural Landscape Study. This study would fulfill a matrix action recommendation of the town-wide 2022 Historic Preservation Plan (HPP), which was a project prescribed by Sudbury's 2021 Master Plan.

Protection of all of Sudbury's historic and cultural resources, including archaeological, is an important tenet of both plans. Such resources have unique characteristics and requirements for their identification and management, including the need for intact patterning within undisturbed terrain and also an understanding of any continued cultural ties. Protection and preservation of these resources often falls outside of state and federal regulatory tools, but these items are especially vulnerable to local land-use decisions resulting in ground-disturbance.

Under MGL Chapter 40, Section 8D, the Historical Commission is charged to "protect, preserve and develop the historical and archaeological resources of the town." Above-ground historical resources have for the most part been well identified and surveyed at the initiation of the Historical Commission. However, archaeological below-ground resources and Indigenous cultural landscapes have not and there is an urgent need to fill in the gap in knowledge about these historical resources.

As recommended within the HPP, the proposed study will include a town-wide archaeological sensitivity assessment (i.e., reconnaissance survey or overview) and, if and when found, identify Indigenous site locations called Traditional Cultural Properties (i.e. locations associated with

ceremonial, sacred, or other occupational connections). It is envisioned this study will be comprised of the following four phases:

- Phase I. Preliminary baseline study, environmental conditions, preliminary sensitivity assessment, and preliminary sensitivity map.
- Phase II. Specialized analyses if appropriate and can be accomplished within budget. This may entail coordinating with other interested parties and funding.
- Phase III. Documentation of new sites through public events, targeted field site visits, and discussions with interested groups.
- Phase IV. Preparation of predictive model, final sensitivity map, and report.

This proposed Indigenous Cultural Landscape Study will provide Sudbury with the identification of and planning tools necessary to protect and manage these resources. This study will supplement the Master Plan's Baseline Report, which concentrated on the post-contact historic resources. Pertinent to the Master Plan's Action Item Matrix, the current proposed study will address certain Action Items, two of which are short-term (within 5-years) actions and one of which is a Critical Path Action.

SUBMITTED BY: *R Poteat* Ryan Poteat *ON behalf of the Community Preservation Committee*

Approved by: _____
Town Counsel

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SUDBURY, MA

2023 JAN 31 A 11:22

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 52

Instructions:

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

ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – REGIONAL HOUSING SERVICES OFFICE (RHSO) MEMBERSHIP FEE

To see if the Town will vote to appropriate a sum or sums of money not to exceed \$33,000 from the Community Housing category of Community Preservation Act Funds, funded from FY24 revenue and then from General Reserve Funds, if needed, for the purpose of supporting and creating community housing by funding of the Town's portion of the FY24 Regional Housing Services Office (RHSO) membership fee; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: In recent years, Sudbury has made great strides towards satisfying the requirements of the State's Comprehensive Permit Act (Chapter 40B). This Act requires cities and towns to provide certification that the number of dwelling units in the municipality which qualify as "affordable" by statute, meets or exceeds ten percent (10%) of the municipality's total number of dwelling units. Falling short of that number, as Sudbury had in the past, allows developers to both site and design partially affordable developments with extreme limitations on the Town's zoning and development requirements, and design oversights. There are a great number of administrative requirements to monitor and certify this approved inventory and to maintain those certifications going forward.

Since 2011, the Town has contracted with the Regional Housing Services Office (RHSO) to provide services to the Town including affordable housing inventory monitoring; supervising lotteries to determine who qualifies for affordable housing; monitoring the Incentive Senior Developments at Frost Farm and Grouse Hill to ensure compliance with eligibility requirements; monitoring all deed restricted properties; providing valuations for deed restricted properties to the Town Assessor; reviewing compliance with Regulatory Agreements and certification to the Department of Housing and Community Development (DHCD) for Local Initiative Program (LIP) rental units; maintaining the affordable housing inventory and providing estimates for 2030 SHI projections; and other administrative work, including annual action plans, 5 year consolidated plans, fair housing reports and programs, and related housing questions which arise during the year. This Article requests funding to continue to contract with the RHSO for these services.

on behalf of the Community
Preservation Committee

SUBMITTED BY: R Poter Ryan Poter

Approved by: _____
Town Counsel

TOWN OF SUDBURY WARRANT ARTICLE FORM

ARTICLE 53

Instructions:

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

ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – RETURN OF UNSPENT FUNDS

To see if the Town will vote to return the unused funds from appropriations voted at prior Town Meetings, for projects that have been completed and for which no liabilities remain outstanding or unpaid, into the Community Preservation Act general account as follows:

2014 ATM, Article 32 Bruce Freeman Rail Trail Design to be returned to the category of Open Space and Recreation	\$604.49
2019 ATM, Article 29 Playground Modernization for Sudbury Public Schools to be returned to the category of Open Space and Recreation	\$25,059.40
2021 ATM, Article 31 Historic Preservation Plan to be returned to the category of Historic Resources Reserves	\$16,000.00

=====

Total: \$41,663.89;

or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: All projects are completed at this time or will not proceed further. In order to return the funds to the Community Preservation Act general account, an affirmative vote of Town Meeting on this article is necessary.

SUBMITTED BY: R Poteat Ryan Poteat *on behalf of the Community Preservation Committee*

Approved by: _____
Town Counsel

Attachment9.b: ATM Articles Submitted_complete (5598 : Accept ATM articles submitted 1/31/23)

TOWN OF SUDBURY WARRANT ARTICLE FORM**ARTICLE** 54**Instructions:**

- 1) The **ORIGINAL, TYPED** article is to be submitted to the Select Board's Office in final form.
- 2) Articles submitted by Boards and Committees must be signed by a majority accompanied by a copy of the vote signed by its Clerk.
- 3) **WARRANT REPORT**, briefly explaining intent and scope of article must be attached.
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- 5) Article wording must be approved and article signed by Town Counsel before submission.

**ARTICLE XX. COMMUNITY PRESERVATION ACT FUND – GENERAL
BUDGET AND APPROPRIATIONS**

To see if the Town will vote to appropriate a sum or sums of money from Community Preservation Act Funds, as recommended by the Community Preservation Committee, for the FY24 Community Preservation Act budget, including the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for FY24, amounts for payment of debt service on the Community Preservation Act projects previously appropriated by Town Meeting, and as may be needed to comply with General Laws Chapter 44B, Section 6 to reserve for future appropriation, amounts for open space, including land for recreational use, historic resources, and community housing; or act on anything relative thereto.

Submitted by the Community Preservation Committee. (Majority vote required)

COMMUNITY PRESERVATION COMMITTEE REPORT: This article sets forth the entire FY2024 Community Preservation Act budget, including appropriations and reservations as required in connection with the administration of the Community Preservation Act funds. The estimated annual revenue for FY2024 is \$2,920,000. The article appropriates funds for FY2024 debt service obligations totaling \$990,643. These obligations arise from prior Town Meeting approval for the bonding of six projects:

- 1) Purchase of the Dickson property utilizing the Open Space and Recreation category (\$26,316) and Historic Resources category (\$17,544);
- 2) Purchase of land and development rights as well as construction of a sports field on the Cutting property utilizing the Open Space and Recreation category (\$175,440);
- 3) Purchase of the Libby property utilizing the Open Space and Recreation category (\$124,700);
- 4) Purchase of development rights on the Nobscot Boy Scout Reservation Phases I and II utilizing the Open Space and Recreation category (\$392,475)
- 5) Purchase of development rights on Pantry Brook Farm utilizing the Open Space and Recreation category (\$184,043); and
- 6) Purchase of the Johnson Farm Property utilizing the Open Space and Recreation category (\$70,125)

The article also appropriates funds for administrative and operational expenses of the Community Preservation Committee in the amount of \$114,500. The administrative fund can be used by the Community Preservation Committee to pay for technical staffing and expertise, consulting services (e.g. land surveys and engineering), property appraisals, legal advertisements, publication fees, and other administrative expenses. By statute, the Community Preservation Committee may budget up to five percent (5%) of its annual budget for these administrative and operational expenses, or \$146,000 based upon the projected FY2024 revenue of \$2,920,000. Any funds remaining in the administrative account at the fiscal year's end revert to the Community Preservation Act Fund Balance, and need to be re-appropriated for administrative use in subsequent years. The Community Preservation Committee believes having access to administrative funds is critically important as it allows the Committee to conduct business on a time-sensitive basis, a vital component of the Community Preservation Act.

The Community Preservation Act requires 10% of the estimated annual income be allocated to current projects or reserved for future expenditures in each of the three core categories: Community Housing, Historic Resources, and Open Space and Recreation. The actual amount reserved each year depends upon whether or not Town Meeting has appropriated money totaling less than 10%, or not appropriated any money at all in any of these three core categories. If there is a balance of unspent Community Preservation Act funds from that fiscal year after such reservations and after Town Meeting has voted the Community Preservation Act articles, it is budgeted in the unrestricted reserve account for future Community Preservation Act projects in all three categories.

SUBMITTED BY: R Poteat Ryan Poteat On behalf of the Community Preservation Committee

Approved by: _____
Town Counsel

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2023 JAN 31 A 11:22

ARTICLE . AUTHORIZE SELECT BOARD TO PETITION THE GENERAL COURT TO ADOPT LEGISLATION – AN ACT AUTHORIZING THE TOWN TO ESTABLISH A FEE FOR A CHECKOUT BAG CHARGE

It to see if the Town will vote to authorize the Select Board to petition the General Court to adopt legislation, as set forth below, to implement a minimum charge of \$0.10 for all new checkout bags distributed in the Town of Sudbury, which legislation would have the underlying purposes of 1) incentivizing consumers to reuse checkout bags, the most environmentally sustainable and economical option, 2) allowing consumers to have the choice of not paying for unwanted or unneeded new checkout bags, 3) allowing collected money to be retained by the retailer so as to help businesses defray the costs of switching to more environmentally sustainable checkout bag options, and 4) reducing the generation of waste and associated costs of disposal and recycling that must be borne by the Town and its residents; provided, however, that the General Court may make clerical and editorial changes of form only to said bill, unless the Select Board approves amendments to the bill prior to enactment by the General Court; and provided further that the Select Board shall be authorized to approve any such amendments which shall be within the scope of the general public purposes of this petition; or to take any other action relative thereto.

AN ACT AUTHORIZING THE TOWN OF SUDBURY TO ESTABLISH A FEE FOR CHECKOUT BAGS

SECTION 1. The following words, unless the context clearly requires otherwise, shall have the following meanings:

“Checkout Bag” shall mean a bag provided by a retail establishment to a customer at the point of sale. Checkout bags shall not include bags, whether plastic or not, in which loose produce or products are placed by the consumer to deliver such items to the point of sale or check out area of the store.

“Retail Establishment” shall mean any business facility that sells goods directly to the consumer whether for or not for profit, including but not limited to, retail stores, restaurants, pharmacies, convenience and grocery stores, liquor stores, and seasonal and temporary businesses.

SECTION 2. (a) Notwithstanding any general or special law to the contrary, any retail establishment which makes available checkout bags in the Town of Sudbury shall charge for each such bag equal to or greater than \$0.10 per checkout bag, as established by regulations to be duly promulgated by the Sudbury Board of Health.

(b) All monies collected pursuant to this section shall be retained by the retail establishment.

(c) Any charge for a checkout bag shall be separately stated on a receipt provided to the customer at the time of sale and shall be identified as the “checkout bag charge” thereon.

SECTION 3. (a) The Health Agent for the Sudbury Board of Health or his/her designee shall have authority to enforce this law and any regulations promulgated thereunder. This law may be enforced through any lawful means in law or in equity, including but not limited to, noncriminal disposition pursuant to G.L. c. 40 § 21D and Article VI of the Town of Sudbury General Bylaws.

(b) The Sudbury Board of Health may adopt and amend rules and regulations to effectuate the purposes of this law.

SECTION 4. If any provision of this law is declared to be invalid or unenforceable, the other provisions shall be severable and shall not be affected thereby.

SECTION 5. This act shall take effect three months after its passage.

Submitted by Petition.

(Majority vote required)

PETITIONERS' REPORT: The 2020 Annual Town Meeting held on September 12, 2020, approved Article 56 which was the same as this article which was submitted to the legislature but the bill was not enacted into law. This article would authorize the Select Board to again petition the state legislature for a special act requiring that retail establishments in Sudbury charge a minimum of \$0.10 for each new checkout bag distributed.

Any money collected for bags would be retained by the retailer.

The special act must be passed by the state legislature and signed by the governor to go into effect.

SELECT BOARD POSITION: The Select Board supports this article.

Submitted by: Maryanne Blodman
on behalf of Select Board.

**TOWN OF SUDBURY***Office of Selectmen*www.sudbury.ma.us

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843

978-639-3381

Fax: 978-443-0756

Email: selectmen@sudbury.ma.us**Petition for Town Meeting Article Submission**Date Received: 1-25-2023Petition Name: CONTROL OF FIREARMS ZONINGContact Name: FRANK RIEPEContact Address: 54 NEWBRIDGE RD. - 01776Contact Phone: 978-443-4775Contact Email: FRANK@FRKRA.COM# Pages Submitted: 2

TOWN OF SUDBURY FORM OF PETITION – ANNUAL TOWN MEETING ARTICLE

INSTRUCTIONS

SIGNATURE REQUIREMENTS: *Annual Town Meeting:* 10 valid signatures

2023 JAN 25 P 2:20

NOTE: 1. Before obtaining signatures, submit a draft to the Selectmen's office for Town Counsel review. Email to bosadmin@sudbury.ma.us or provide hard copy to Selectmen's Office, 278 Old Sudbury Road, Sudbury.

2. The signatures must be certified by the Board of Registrars after submission to the Selectmen. In case any signatures must be rejected, it is suggested that you obtain more than the minimum stated above in order to have the required number certified.

3. All signatures must appear on a page containing or attached to the article wording.

4. A report, briefly explaining the intent and scope of the article, must be attached and will be printed in the Warrant.

5. Return signed original petition forms to Selectmen's Office, 278 Old Sudbury Road, Sudbury.

TO: Board of Selectmen, Sudbury, MA 01776

We, the undersigned, being registered voters of the Town of Sudbury, hereby petition that the following article be included in the Warrant for the 2023, Annual Town Meeting
(DATE)

To see if the Town will vote to

In Section 2230, Appendix A, Table of Principal Use Regulations, add a line after "Marijuana Establishment" in Part C of the table which shows "N" all the way across the table and call it "Sales, Assembly, and/or Manufacturing of Firearms and/or Components thereof, Ammunition, and Explosives". This amendment would make the Sales, Assembly, and/or Manufacturing of Firearms and/or Components thereof, Ammunition, and Explosives a prohibited use in all zoning district in the Town of Sudbury.

N = prohibited use

PRINCIPAL USE	A-RES	C-RES	WI	BD	LBD	VBD	ID	LID	IP	RD
C. COMMERCIAL										
29. Sales, Assembly, and/or Manufacturing of Firearms and/or Components thereof, Ammunition, and Explosives	N	N	N	N	N	N	N	N	N	N

or act on anything relative thereto.

SIGNATURES to be made in person with name substantially as registered

Signature	Printed Name	Address Where Registered
1 Frank W. Riepe	FRANK W. RIEPE	54 NEWBRIDGE RD.
2 Tatiana Vitvitsky	TATIANA VITVITSKY	55 HUDSON APT. 8A
3 Jennifer K. Pinus	JENNIFER K. PINUS	25 BLUEBERRY HILL LN
4 Michael S. Pinus	MICHAEL PINUS	25 BLUEBERRY HILL LN.
5 Marilyn Unger-Riepe	Marilyn Unger-Riepe	54 Newbridge Rd.
6 Jamie Gossels	JAMIE GOSSOLS	11 Spiller Circle
7 Jonathan Gossels	JONATHAN GOSSOLS	11 Spiller Circle
8 Debra Bernstein	Debra Bernstein	321 Old Lancaster Rd
9 Christopher Morely	CHRISTOPHER MORELY	321 Old Lancaster Rd
10 Ravi Simon	RAVI SIMON	437 Cold Brook Drive 1-314
11 John Baranowski	JOHN BARANOWSKI	103 Belcher Drive
12 Susan Rushfirtt	SUSAN RUSHFIRTT	415 Harold Dr.
14 Kathleen F. Bell	KATHLEEN F. BELL	345 OLD LANCASTER RD
15 Kevin Lathaise	KEVIN LATHAISE	195 Horse Pond Rd

TOWN OF SUDBURY

FORM OF PETITION – ANNUAL TOWN MEETING ARTICLE

INSTRUCTIONS

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(DATE)

To see if the Town will vote to

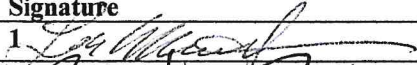

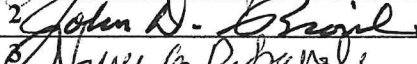
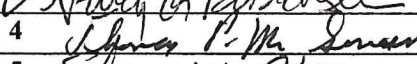


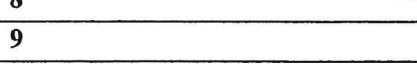


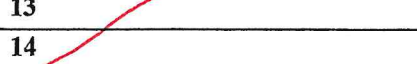


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N = prohibited use

PRINCIPAL USE	A-RES	C-RES	WI	BD	LBD	VBD	ID	LID	IP	RD
C. COMMERCIAL										
29. Sales, Assembly, and/or Manufacturing of Firearms and/or Components thereof, Ammunition, and Explosives	N	N	N	N	N	N	N	N	N	N

or act on anything relative thereto.

SIGNATURES to be made in person with name substantially as registered

Signature	Printed Name	Address Where Registered
1 	Lisa V. Kouchakdjian	
2 	John D. Riordan	12 Pendleton Road
3 	NANCY G RUBENSTEIN	57 WINSOR RD
4 	Thomas P. McGowan	84 Concord Rd.
5 	Sherrill Cline	84 Concord Rd.
6 		
7 		
8 		
9 		
10 		
11 		
12		
13		
14		
15		

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**10: Update on issues with Fairbank Pool dive well****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Update on issues with Fairbank Pool dive well (possible chlorine leaks, etc.) including potential costs and funding sources. Also possible vote to appropriate a sum of \$275,500 in ARPA funding to address deteriorated and failed piping, valves and fittings at the Atkinson Lap and Dive pools. In attendance will be Sandra Duran, Dennis Mannone, Craig Blake, Jennifer Pincus.

Recommendations/Suggested Motion/Vote: Update on issues with Fairbank Pool dive well (possible chlorine leaks, etc.) including potential costs and funding sources. Also possible vote to appropriate a sum of \$275,500 in ARPA funding to address deteriorated and failed piping, valves and fittings at the Atkinson Lap and Dive pools. In attendance will be Sandra Duran, Dennis Mannone, Craig Blake, Jennifer Pincus.

Background Information:

The Atkinson pools' existing piping, valves, fittings and grout are original to the pool and are in various states of deterioration and failure. Currently, the pools are experiencing notable leaking. In mid-January 2023, divers conducted leak detection inclusive of dye testing along with pressure testing of the gutter line, pool return lines and main drain trunk line. A visual inspection of the pool and surrounds were also performed. The findings of this inspection included failures of the return line, drain line and valves in the lap pool. The main drain, skimmer line, return line, backwash linkage and valves associated with the dive pool all failed pressure testing. The valves within the mechanical room for both the lap and dive pools are past their useful life and are no longer functioning properly. Both pools have missing grout within the tile surfaces and require re-grouting. This scope of work and associated funding request is not part of the current Fairbank Community Center Project.

This request is to ensure that we can address the most urgent needs of the pool as part of the current construction renovation of the pool area scheduled for June 2023. An extension of time is expected but the exact amount of time is not known at the time of this request.

Financial impact expected: \$495,000

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Sandra Duran, Dennis Mannone, Craig Blake, Jennifer Pincus

Review:

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

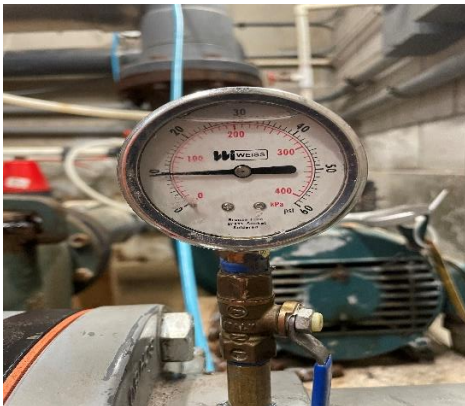
02/07/2023 6:30 PM

Findings Report - Pressure Testing and Dive of Pools at Sudbury Fairbanks

Lap Pool Findings-

On January 18, 2023, the Lap pool was leak detected by diver and dye testing along with pressurizing the gutter line, the pool returns line and the main drain trunk line.

- 1- The main drain trunk line was pressurized using the blind flange method and pressurizing the lines to 10 PSI of air. The line held pressure for over twenty minutes with out any loss of pressure. We would consider this line good from test results. Please note that this isolation valve for the main drain needs to be replaced as it is worn and valve blades no longer close the valve fully and are extremely worn.



- 2- The gutter drop trunk line was pressurized using the same blind flange method and pressurized the line to 10 lbs of air pressure. The line held pressure we would consider this line good. Please note the check valve within the line along with the valve is in need of replacement, subsequently the change order for the replacement of the check valve was done. The new check valve was installed on January 23, 2023. A useable second hand valve was installed so the line valve would be usable. Old valve left on site per Town.

- 3- The return line was pressurized with air introduction into the injection ports and valving off up stream. A test pressure could not be originated, as the line was compromised in multiple spots as found was air introduction started.



The breaks are big enough were as the pipe in spots



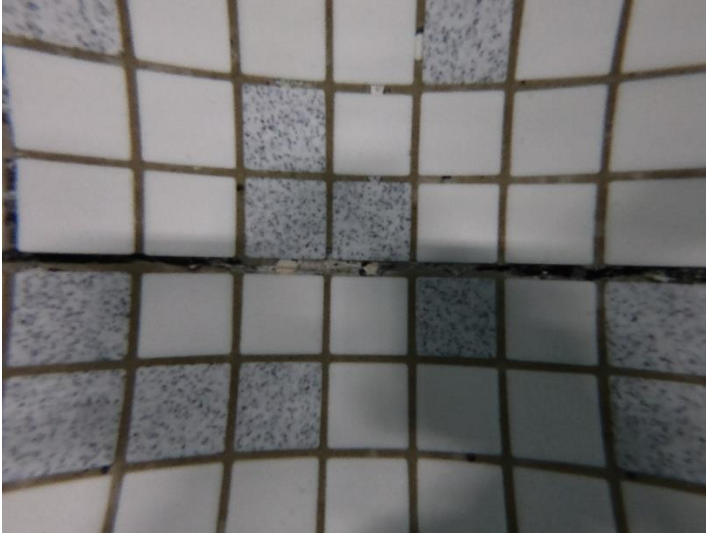
is completely gone.

This appears to be a result of the brackets for the plumbing rusting off and the weight of the pipe and angle of the run with the lessened support, the weight seemingly caused the pipe to snap back. Recommendation is to replace the line between the two pools within the gutter and retest for any remaining or possible issues. This is a significant water loss as the gutter trough was full upon arrival and water dumping out the overflow.

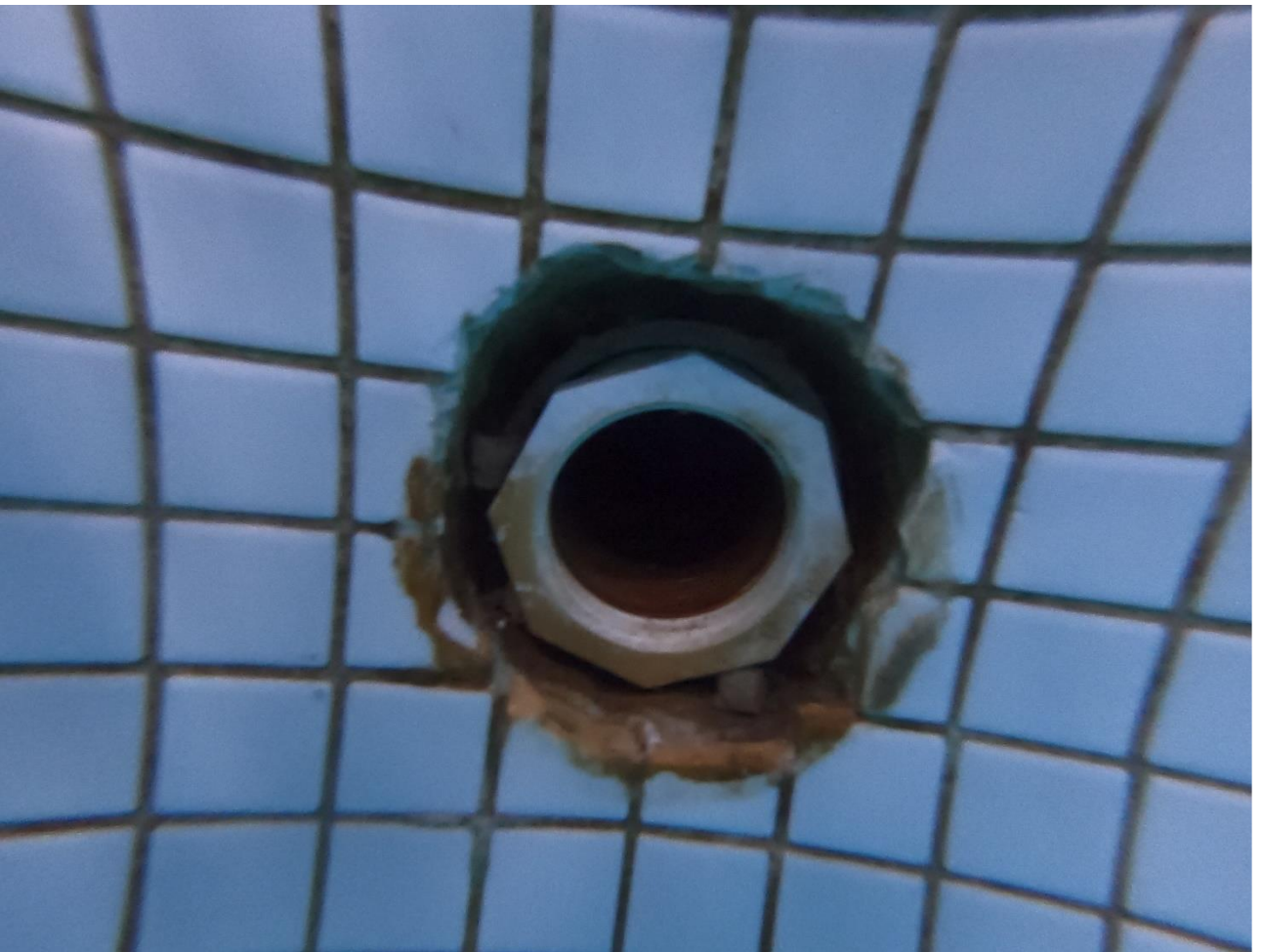
- 4- There was a 3" plumbing line at the bottom of the trough near the gutter drop that was un-identified and would require a "as built" to identify the line and it's end location.



- 5- The diver noted multiple areas within the pool floor where areas of grout is completely missing.



- 6- Areas around the return inlets have voids behind the tile face and some seep dye. Some have rotted out concrete. Recommended to re-pair areas of rot and re-pack and correctly pipe penetrations from front and back side.



Diver Pool Findings –

On January 17, 2023, the Divers Pool was dove and leak detected and the lines pressurized. The lines tested were the returns, the main drain trunk line and the skimmer lines.

- 1- The main drain was pressurized using air plugs and air to pressure the system. The system was pressured to 20 lbs of air and lost pressure consistently over the testing time. Once pressure reached the 20 lbs the air was stopped, and the test showed loss of pressure at a rate of 1lb per minute.



- 2- The Skimmer line was tested to 20 lbs of pressure and the test result showed the skimmer leaking at a rate of 1lb per two minutes.



- 3- The returns were also pressured using the injection port to introduce the air, and fill system to 20 lbs of pressure. The returns lost 1 lb of pressure over ten minutes. This would be considered a very slow leak, possible at a wall fitting or embedded area.
- 4- It should be noted that the backwash linkage is in need of replacement and the valves no longer fully close due to the internals of the valves being aged and corroding away, this is causing water loss out of the back wash line. This loss is estimated at 15-18 gph.



In our recommendation it should be noted that both pools need a fully new grout within the pools and the return penetrations be parged and fittings addressed. The valves within the mechanical room on both the lap and dive pools should all be replaced.

If you have any questions regarding these findings please feel free to contact me at porcellos@wseinc.com.

Steve Porcello PM

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**11: Discussion on AV article for capital night****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on ATM Fairbank A/V article, potential funding sources for the A/V design, and which Board Member will present on Capital Night 2/13.

Recommendations/Suggested Motion/Vote: Discussion on ATM Fairbank A/V article, potential funding sources for the A/V design, and which Board Member will present on Capital Night 2/13.

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

02/07/2023 6:30 PM

9 Channel Center Street
Suite 300
Boston, MA 02210

617 350 0450
bha@bhplus.com
www.bhplus.com

proposal

to: Chris Eberly, Vertex PM
from: Joel Bargmann
date: January 27, 2023
project name & number: Sudbury Fairbank Community Center (#3452)
subject: AV Additional Services

The audio visual components have increased primarily as a result of Senior Center re-programming and inclusion of additional assisted listening and speech enhancement systems in the program rooms. Our audio-visual consultant requests an additional service fee of \$5,820 for design plus \$740 for meetings. We anticipate additional architectural coordination and drawings such as reflected ceiling and/or interior elevations. Additional cabinets and racks may also be required for components of the assisted listening systems.

We anticipate 30 additional hours of time at \$130 per hour and 30 additional hours at \$100 per hour. The total request is as follows.

PRO AV Design	\$5,820
PRO AV Meeting	\$740
BH+A Design and Coordination	\$6,900
TOTAL	\$13,460

Please acknowledge below if this is acceptable. Should you have any questions or comments, please do not hesitate to call.



Submitted by

January 27, 2023

Date

Accepted

Date



SUDBURY SELECT BOARD

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**12: Reassign unused ARPA waterline funding to Fairbank Project****REQUESTOR SECTION**

Date of request:

Requestor: Craig Blake, Permanent Building Committee Co-chair

Formal Title: Vote to reallocate the \$268,568.82 of unspent ARPA funding related to the waterline connection replacement affecting the Fairbank property to the Fairbank Community Center project Owner's Construction Contingency budget to fund unforeseen or previously unknown costs associated with the original (as bid) Fairbank Community Center scope, provided that any unspent funds remaining at the completion of construction of the original scope project would revert back to the Town.

Recommendations/Suggested Motion/Vote: Vote to reallocate the \$268,568.82 of unspent ARPA funding related to the waterline connection replacement affecting the Fairbank property to the Fairbank Community Center project Owner's Construction Contingency budget to fund unforeseen or previously unknown costs associated with the original (as bid) Fairbank Community Center scope, provided that any unspent funds remaining at the completion of construction of the original scope project would revert back to the Town.

Background Information:

Of the \$400,000 allocated to the waterline connection replacement affecting the Fairbank property construction project, the re-appropriated funding balance will add \$268,568.82 to the Fairbank Community Center budget.

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

02/07/2023 6:30 PM

From: [craig blake](#)
To: [Bilodeau, Maryanne](#)
Cc: [Jones, Elaine](#); jenkpincus@gmail.com
Subject: Fairbank Community Center - Reservation of ARPA Funding
Date: Wednesday, December 14, 2022 10:40:08 PM

Interim Town Manager Maryanne Bilodeau,

In May 2022, the Sudbury Select Board reserved \$400,000 of ARPA funding to address the removal of a 10" diameter Asbestos-Cement (AC) water main that was originally installed by the Sudbury Water District and was found to be in conflict with the new Fairbank Community Center. The 10" water main provided a water distribution system connection for the Sudbury Water District between Hudson Road and Fairbank Road. The existence of the water main and the associated conflict were unknown to the project design team during the preparation of the Fairbank Community Center design and contract documents and therefore the removal of the water main was outside the scope of the contracted construction project and associated budget.

The Select Board reserved \$400,000 of ARPA funding to cover the unbudgetted costs associated with the abatement and removal of the 10" water main and the design and construction of a new water main in Hudson Road that would provide a replacement for the eliminated Hudson Road - Fairbank Road water connection.

The total costs incurred by the Town to remove the 10" AC water main and construct a new water main in Hudson Road that provided the necessary Hudson Road - Fairbank Road water connection replacement are summarized below:

AC Water Main Asbestos Abatement	\$ 15,887.50
AC Water Main Removal	\$ 20,475.00
Town Share of Hudson Road Water Main Design	\$ 15,900.00
Town Share of Hudson Road Water Main Construction	<u>\$ 79,168.68</u>
Total 10" Water Main Removal Cost to Town	\$ 131,431.18
Difference between Total Cost and ARPA Reservation (\$400,000)	\$ 268,568.82

Given the current continuing uncertainty in the construction market, the continuing increase in costs of building materials and furnishings associated with the construction of the original scope of the Fairbank Community Center and the additional unforeseen construction costs that have and will be encountered during the construction of the Fairbank Community Center, it is requested that the \$268,568.82

remaining from the Water Main ARPA reservation be reassigned to the Fairbank Community Center Owner's Construction Contingency. Unforeseen additional costs, beyond the 10" water main related costs, incurred to date to construct the Fairbank Community Center have included:

- additional excavation and structural fill required when site was flooded due to excavation of unknown pressurized water main;
- removal of "blob" of concrete encountered during excavation at the existing building entry; and
- additional excavation of unsuitable soil and additional structural fill required due to buried debris-laded soils encountered during foundation excavation.

The reassignment of the ARPA funds would be made with the understanding that the Contingency would be used to fund unforeseen or previously unknown costs associated with the construction of the original (as bid) Fairbank Community Center scope only. Any unspent funds remaining at the completion of construction of the original scope project would revert back to the Town.

The Permanent Building Committee (PBC) looks forward to working with the Select Board to the successful completion of the Fairbank Community Center project with the Fairbank Community Center being constructed in the most cost-effective and efficient manner available to the Town of Sudbury. Should you or the Select Board require any additional information concerning the project before deciding the fate of the ARPA funding please do not hesitate to contact the PBC.

Thank you for your consideration,

Craig Blake
Co-Chair Permanent Building Committee

Town of Sudbury
 ARPA Funds
 December 13, 2022

Total Allotment:	5,875,013.78
Distributions Received as of 12/13/2022:	5,875,013.78
Final Distribution*	-

* Final Distribution received 9/29/22

Select Board Allocations (as of 12/13/2022):

Project	Allocation	Exenditures	Unexpended	Leftover	
ARPA Consultant (Powers & Sullivan) <i>voted Jan. 4, 2022</i>	40,000.00	-	40,000.00	40,000	not needed
Additional Social Worker Services	170,000.00	-	170,000.00		
Basic needs gift cards (Jail Diversion Prog., Senior Center, Social Work Dept)	20,000.00	14,535.95	5,464.05		
Mental Health Counselor	166,000.00	-	166,000.00		
Health - Nursing Services (re-purposed from COVID-19 test kits)	50,000.00	8,565.80	41,434.20		
SPS: Summer academic program	620,000.00	209,521.14	410,478.86		
SPS: Social and Emotional Learning	420,000.00	21,733.20	398,266.80		
LSRHS: Ventilation system upgrades	100,000.00	-	100,000.00		
Fairbank Community Center: Water line replacement	400,000.00	131,431.18	268,568.82	268,568.82	PBC asking to keep for contingency \$
Fire: Equipment (stretcher, stair chair, CPR machine)	55,000.00	20,319.44	34,680.56	11,542.00	Chief asking to use the \$11,542 for a rescue boat
Fairbank Community Center construction funding to provide contingency funds/other funding in light of higher project bidding results	1,600,000.00	-	1,600,000.00		
HOPEsudbury Community Resource Fund	75,000.00	33,250.00	41,750.00		
Police - Medical Equipment	9,500.00	-	9,500.00		
Health - Sudbury Community Food Pantry COVID-19 mitigation	100,000.00	100,000.00	-		
Fire Station #2 living/office addition increased project costs	1,000,000.00	-	1,000,000.00	233,500	PBC asking to keep for contingency \$
Health - Funds to hire a consultant/trainers to assist with development of the DEI Commission's mission and action steps.	15,000.00	-	15,000.00		
Housing - COVID Small Grant Program for deferred maintenance due to COVID loss of income, available to homeowners and small landlords (\$75k):	75,000.00	-	75,000.00		
Housing - Mortgage Assistance program (\$75k), providing two months of mortgage principal assistance, and REALLOCATED on 12/20/22 to Sudbury Rent Relief Program	75,000.00	-	75,000.00		Sudbury Rent Relief Program
Police - Body Camera/Cruiser Camera Program	150,000.00	-	150,000.00		

Attachment 12.b: ARPA Status for ARPA Discussion 1-12-23 (5652 : Reassign unused ARPA waterline funding to Fairbank Project)

Consultant - Economic Development Consultant	35,000.00	-	35,000.00
Info Systems - Website - scan of all documents	35,000.00	6,500.00	28,500.00
Info Systems - Website - skilled web developer	40,000.00	474.38	39,525.62
Fire - Opioid impacts offset	12,500.00	-	12,500.00
Housing - Tenant rental assistance program for residents impacted by COVID (\$125k):	125,000.00	4,848.00	120,152.00
Park & Rec - 2021 Ford Transit Passenger Van	225,000.00	-	225,000.00
Hybrid Meeting Equipment	78,000.00	-	78,000.00
Total Allocated Projects (as of 12/13/2022)	<u>5,691,000.00</u>	<u>551,179.09</u>	<u>5,139,820.91</u>

Unallocated (as of 12/13/2022)	184,013.78
--------------------------------	------------

Allocated as of 11/16/2022	5,691,000.00
Expenditures as of 11/16/2022	551,179.09
Unexpended as of 11/16/2022	<u>5,139,820.91</u>

-

	Submitter	Proposed Project	One-Time or Ongoing Expense (length)	Cost Estimate	Russo	Dretler	Carty	Roberts	Kouchakdjian	TOTAL	NOTES / ALLOCATED?	3834013	
Approved - Fairbank Community Center	Select Board Member Roberts	Fairbank Community Center construction funding to provide contingency funds/other funding in light of higher project bidding results	Left-over funding from Water Main allocation could be considered	\$1,600,000	5	5	0	5	5	20	Yes	\$1,600,000	\$2,234,013
Approved - Hope Sudbury Community Resource	Resident	HOPEsudbury Community Resource Fund		\$75,000	5	3	5	5	5	23	Yes, confirm eligibility of donation of ARPA funds to a 501c3 with Powers & Sullivan	\$1,675,000	\$2,159,013
Approved - Police Medical Equipment	Police Dept	Police - Medical Equipment	One-time	\$9,500.00	0	3	5	3	5	16	Yes	\$1,684,500	\$2,149,513
Approved - Sudbury Community Food Pantry	Executive Director/Board of Direct	Health - Sudbury Community Food Pantry COVID-19 mitigation		\$100,000	5	3	5	3		16	Yes	\$1,784,500	\$2,049,513
Approved - Fire Station #2 Living/Office additional project costs	Fire Dept	Fire Station #2 living/office addition increased project costs	One-Time	\$1,000,000	0	3	3	5	5	16	Yes, subject to checking f	\$2,784,500	#REF!
Approved - DEI Commission Train	Health Department	Health - Funds to hire a consultant/trainers to assist with development of the DEI Commission’s mission and action steps.	One-time	\$15,000.00	5	3	5	3	5	21	Yes - allocation yes, clarity on timing of expenditure based on committee membership changes	\$1,015,000	\$2,819,013
Approved - Housing Trust - COVID Small Grant Program	Sudbury Housing Trust	Housing - COVID Small Grant Program for deferred maintenance due to COVID loss of income, available to homeowners and small landlords (\$75k):	One-time	\$75,000.00	5	3	1	3	3	15	yes	\$2,874,500	\$959,513
Approved Housing - Mortgage Assistance Program	Sudbury Housing Trust	Housing - Mortgage Assistance program (\$75k), providing two months of mortgage principal assistance; and	One-time	\$75,000.00	5	3	1	3	3	15	yes	\$2,949,500	\$884,513
Approved - Police - Body Camera/Cruiser Program	Police Dept	Police - Body Camera/Cruiser Camera Program	Ongoing	\$150,000.00	1		5	3	5	14	Yes? grant received? Has this amount been reduced? Question to Chief Nix. Will this be recurring cost? Annual?	\$3,099,500	\$734,513
Approved - Economic Development Consultant	Planning & Community Development Department	Consultant - Economic Development Consultant	One-Time	\$35,000	3		3	3	5	14	Still a current request? Could this be allocated in a later year (imminent need)? Is there bandwidth to manage this?	\$260,000	\$3,574,013
Approved - IT - Document Scanning	Commission on Disability	Info Systems - Website - scan of all documents		\$35,000	3		3	3	5	14	Yes	\$3,169,500	\$664,513
Approved - IT - Skilled Web Developer	Commission on Disability	Info Systems - Website - skilled web developer		\$40,000	3		3	3	5	14	yes	\$3,209,500	\$624,513
Approved - Opioid Impacts Offset	Fire Dept	Fire - Opioid impacts offset		\$12,500.00	0		5	3	5	13	Yes	\$3,222,000	\$612,013
Approved - Housing - Rental Assistance Program	Sudbury Housing Trust	Housing - Tenant rental assistance program for residents impacted by COVID (\$125k):	One-time	\$125,000.00	3	3	1	3	3	13	Yes	\$3,347,000	\$487,013
Approved - Park & Recreation Passenger Van	Park & Recreation	Park & Rec - 2021 Ford Transit Passenger Van	One Time On Going Expe	\$100,000	5	3	0	5		13	Yes. would this be an wheelchair accessible van?	\$3,447,000	\$387,013
	Fire Dept	Fire - Purchase of portable two-way radios		\$60,000.00	0		3	3	5	11			

	Fire Dept	Fire - New record management system (RMS) for the Fire Department		\$20,000.00	0		3	3	5	11			
	Police Dept	Police - Town Fiber Project	On-time	\$11,500.00	3		5	3		11			
	Information Systems	IT - Hybrid Zoom Meeting Equipment for Small/Medium Meeting Rooms	One-Time	\$18,000	5		3	3		11	Updated 6/22/22		
	Information Systems	IT - Hybrid Zoom Meeting Equipment for Large Meeting Rooms	One-Time	\$60,000	5		3	3		11			
	Resident	Consultant - DEI consultant funding	One-time	\$60,000.00	5		5			10			
	Sudbury Water District	Water - PFAS Mitigation		\$3,300,000.00	3		5	1		9			
	Police Dept	Police - Training	Ongoing	\$50,000.00	0		5	3		8			
	Senior Center	Staffing - Town - Transportation Coordinator	Ongoing (\$50,000 X 3 yrs	\$150,000.00			5		3	8			
	Senior Center	Transportation - Provision of Transportation Services		\$80,000.00			5		3	8			
	Health Department	Staffing - Health - Hire a full time public health nurse	Ongoing (\$85,000/year)	\$400,000.00			5		3	8			
	Health Department	Staffing - Health - Increase Outreach Worker to full time Social Worker	Ongoing (\$85,000/year)	\$400,000.00			5		3	8			
	Information Systems	IT - Fiber Laterals to Public Safety Sites on the Southern Fiber Ring	One-Time	\$26,131	5		3			8			
	Information Systems	IT - Construction of a Northern Fiber Ring	One-Time	\$267,750	5		3			8			
	Information Systems	IT - Fiber Laterals to Public Safety Sites on the Northern Fiber Ring	One-Time	\$24,986	5		3			8			
	Information Systems	IT - Fiber Laterals to Non-Public Safety Sites on the Southern Fiber Ring	One-Time	\$67,960	5		3			8			
	Information Systems	IT - Fiber Laterals to Non-Public Safety Sites on the Northern Fiber Ring	One-Time	\$13,934	5		3			8			



SUDBURY SELECT BOARD

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**13: Reallocate ARPA funds for Rescue Boat purchase****REQUESTOR SECTION**

Date of request:

Requestor: Fire Chief Whalen

Formal Title: Request to reallocate \$11,542 in ARPA funds originally allocated to purchase a new stretcher to purchase a new Rescue Boat, as requested by Fire Chief John Whalen.

Recommendations/Suggested Motion/Vote: Request to reallocate \$11,542 in ARPA funds originally allocated to purchase a new stretcher to purchase a new Rescue Boat, as requested by Fire Chief John Whalen.

Background Information:

The Fire Department's current Rescue Boat has been placed out of service due to the lower section delaminating from the top section of the boat. This issue causes water to fill the occupant compartment. See attached memo.

Financial impact expected: Current ARPA funding to be used - no impact

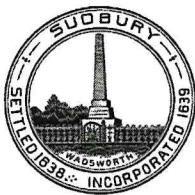
Approximate agenda time requested:

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

02/07/2023 6:30 PM



John M. Whalen
Fire Chief

TOWN OF SUDBURY

Fire Department

77 Hudson Road
Sudbury, MA 01776
Tel. (978) 440-5311
Fax (978) 440-5305

December 16, 2022

To: Maryanne Bilodeau
Interim-Town Manager

Subject: Rescue Boat Failure

While participating in a dive rescue drill with the District 14 Dive Team, Sudbury Fire's Rescue Boat experienced a de-lamination of the lower section of the boat allowing water to fill the occupant compartment.

We have contacted a number of boat repair facilities to have the boat repaired and the consensus among them is that they would not advise repairing the Rescue Boat due to its mission and the risk that the repair might fail during a rescue situation.

The current Rescue Boat was purchased in January of 2010 and has provided twelve years of front line service to the Town. With our Rescue Boat out of service, the Department will need to rely on mutual aid for all water rescues until the unit is replaced.

The Department was allocated \$55,000 dollars in ARPA funding to purchase a new ambulance stretcher, CPR Machine and Stair Chair. We also received a grant from the Sudbury Foundation for the purchase of a new ambulance stretcher. I would like to request that \$11,542.00 in ARPA funds originally allocated for the purchase of the stretcher be reallocated to purchase a new Rescue Boat. We will retain the boat motor and trailer in order to reduce costs.

If you need any additional information please contact me, thank you

John M. Whalen
Chief of Department

Attachment 13.a: Rescue Boat Memo (5678 : Reallocate ARPA funds for Rescue Boat purchase)

Quote



Industrial Protection Services, LLC

33 Northwestern Dr., Salem, NH 03079

125 Roberts Rd, Ste 4, South Portland, ME 04106

www.ipp-ips.com

Date: 21-Nov-2022

QUOTE # 112122-01

Bill To: Attn: Fire Chief John Whalen
Sudbury Fire Department
77 Hudson Rd
Sudbury, MA 01776

Ship to: SAME

Salesperson	Shipping Method	Purchase Order No
Cliff Plourde	Destination	

Qty	Item #	Description	Each Price	Line Total
		Zodiac MilPro - Emergency Response Boat		
1	Z85053	Boat, ERB 380, Red - Overall Length 12'9" - Max. 6 Persons w/Ridgid Aluminum Floor (#Z66222), Short Shaft (15")	10,609.00	10,609.00
Includes: Boat as specified (Color: Red), Pump, paddles, repair kit, Carrying Bag, Rigid Aluminum Floor, Fast Inflation Kit. Overall Length 12'9", Overall Width 5'6", Inside Length 8'10", Inside Width 2'8", Weight empty 120lbs. Maximum Payload: 1433lbs				
Recommended Power 10-20hp, 25hp Jet Pump - Maximim 30hp				
1	ZMP-Lettering	Signage/Lettering "SUDBURY FIRE DEPT", White for ERB Series boat, Zodiac MilPro	595.00	595.00
		Final layout and design to be approved by SFD		
1	SCBA-A	SCBA-Adapter (allows QIK to adapt to an SCBA cylinder)	196.00	196.00
1	Z66460	SCBA bottle Bracket w/straps and hardware (for use with Ridgid floors/transom, secures cylinder scuba/scba)	142.00	142.00
ALL PRICING GOOD FOR 30 DAYS UNLESS OTHERWISE NOTED				

Cliff Plourde

Quoted Freight Charges

Email: cplourde@ipp-ips.com
Cell: 603-533-6004 Office: 800-696-4740

\$ 11,542.00

Attachment 13.a: Rescue Boat Memo (5678 : Reallocate ARPA funds for Rescue Boat purchase)



ERB-380

Emergency response boat

SHORT SHAFT

Red- V80423
Black- V30703



SEARCH & RESCUE APPROVED

The Zodiac Milpro ERB range has been specifically designed to meet the demanding requirements of Search & Rescue Organizations throughout the world.

Our ERB crafts are extremely portable, compact and can be rapidly deployed by means of high pressure inflation systems, within minutes.

These specific features, together with the expertise of Zodiac Milpro, make the ERB range the ideal rescue boat when quality of design and manufacture count.

Crafts are also available with an option of HPP Air, Roll-up or Rigid floor.



CAPACITY

. Maximum number of persons (ISO6185)	6	6
. Maximum payload (ISO6185)	650 kg	1433 lb
. Floorboard usable area	2,06 m ²	22,2 ft ²
. Buoyancy tube volume	1,03 m ³	36,35 ft ³

DIMENSIONS

. Overall length	3,88 m	12' 9"
. Inside length	2,69 m	8' 10"
. Overall width	1,68 m	5' 6"
. Inside width	0,81 m	2' 8"
. Weight empty	55 kg	120 lb
. Buoyancy tube diameter	43 cm	17"
. Folded dimensions	1,4 x 0,72 x 0,32 m ³	55" x 28" x 13"

FABRIC

. Main buoyancy tube	red, 1110 dtx, polyester, CSM / neoprene
. Keel buoyancy tube	black, 1100 dtx, polyester, CSM / neoprene
. Bottom	black, 1100 dtx, polyester, CSM / neoprene
. Baffles	black, 940 dtx, polyamide, CSM / neoprene

ENGINE POWER

. Shaft length	Short	15"
. Recommended power	10-20 hp	7-15 kW
. Maximum power	25 hp (Prop)	19 kW
	30 hp (Jet)	22 kW
. Maximum engine weight	68 kg	150 lb

SAFETY / INFLATION

. Airtight compartments on main tube	3
. Inflatable keel	1
. Design category (EC 94/25)	C

ZODIAC OF NORTH AMERICA

540 Thompson Creek Rd | Stevensville, MD 21666

Phone: 410-643-4141 | Fax : 410-604-0161

www.zodiacmilpro.com | info.milpro@zodiacmilpro.com | GSA Contract No. GS-07F-0298V



FLOOR OPTIONS

- . HPP Air Floor
- . Rigid Floor
- . Roll Up Floor

VALVES

- | | |
|--|---|
| . Intercommunication / inflation valves (plated brass) | 2 |
| . Valve on main tube for keel inflation (plated brass) | 1 |
| . Keel inflation valve | 1 |
| . Fast inflation points | 2 |
| . Overpressure valves (anodized aluminum) | 2 |
| . Fast inflation kit for scuba bottle | 1 |
| . Keel fast inflation kit | 1 |

TRANSOM BLACK

- | | |
|--|---|
| . Self bailers : 1 Large flow + 1 Small | 2 |
| . Aluminium engine mounting plate, for single engine | 1 |
| . Transom sacrificial plate (marine plywood) | 1 |

REINFORCEMENTS

- | | |
|--|---|
| . Peripheral rubbing strake, flat profile, black | 1 |
| . Flat rubbing strip underneath keel | 1 |
| . Flat rubbing strip underneath tube | 4 |
| . Transom bottom stainless steel protection shoe | 1 |

TOWING & LIFTING

- | | |
|---|---|
| . Bow towing D-ring patches | 2 |
| . Aft towing U-bolts on transom | 2 |
| . Bow lifting D-ring patches | 2 |
| . Aft lifting U bolts fitted in transom | 2 |

HANDLING

- | | |
|-------------------------------------|---|
| . Lateral carrying soft handles | 6 |
| . Bow carrying metal handle | 1 |
| . Lifelines on lateral lacing cuffs | 2 |

OTHER EQUIPMENT

- | | |
|---|---|
| . Boat carrying bag | 1 |
| . Foot pump | 1 |
| . Repair kit (including pressure indicator) | 1 |
| . Telescopic paddles | 2 |
| . Bow pouch (removable) | 1 |
| . Manual | 1 |

OPTIONAL EQUIPMENT

- | | |
|--|------------------------|
| . Flexible fuel tank 6 USG | . Watertight bow bag |
| . Fuel Bladder 6 USG | . Watertight bow pouch |
| . Retaining harness for 6 USG fuel bladder | |
| . Lifting sling (4 leg) | |
| . V towing bridle bow | |
| . V towing bridle aft | |
| . Waterproof bag OB engine indirect | |

ERB-380

THIS MATERIAL CONTAINS PROPRIETARY DATA BELONGING TO ZODIAC OF NORTH AMERICA. UNAUTHORIZED DISCLOSURE, USE OR REPRODUCTION WILL RESULT IN LIABILITY. ZODIAC OF NORTH AMERICA RESERVES THE RIGHT TO CHANGE THE SPECIFICATIONS OF THIS TECHNICAL DATA SHEET WITHOUT NOTICE.
Dimensions and weight + or - 3 % (5% on prototype)

Attachment 13.a: Rescue Boat Memo (5678 : Reallocate ARPA funds for Rescue Boat purchase)

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**14: ARPA funding for Fire Station 2****REQUESTOR SECTION**

Date of request:

Requestor: Craig Blake PBC

Formal Title: Vote to allow the balance of \$233,500 of \$1,000,000 ARPA funding allocated to the Boston Post Rd. Fire Station No. 2 project to remain in place for required utilization in current contractual obligations with the balance to be utilized for unknown/unforeseen conditions which may arise during the project duration.

Recommendations/Suggested Motion/Vote: Vote to allow the balance of \$233,500 of \$1,000,000 ARPA funding allocated to the Boston Post Rd. Fire Station No. 2 project to remain in place for required utilization in current contractual obligations with the balance to be utilized for unknown/unforeseen conditions which may arise during the project duration.

Background Information:
see attached memo from Craig Blake of PBC.

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

02/07/2023 6:30 PM

From: [craig blake](#)
To: [Bilodeau, Maryanne](#)
Cc: [Jones, Elaine](#); [Whalen, John](#); [Duran, Sandra](#)
Subject: Request to Maintain ARPA Funding for Fire Station No. 2 Phase 1 Project
Date: Friday, January 13, 2023 11:33:34 AM

Interim Town Manager Maryanne Bilodeau,

As requested and on behalf of the Permanent Building Committee and Fire Chief Whalen, I am submitting this request to the Sudbury Select Board relative to the ARPA funding allocation for the Fire Station No. 2 Phase 1 project.

On July 14, 2022, the general bids for the construction of the Fire Station No. 2 Phase 1 project were received by the Town. The construction contract, in the amount of \$4,524,500, was awarded to Construction Dynamics, Inc. The available funding for the project consists of three separate components. The 2018 Annual Town Meeting appropriated \$4,300,000 for the design and construction of the Fire Station No. 2 Phase 1 project. The design was completed but due to unprecedented construction material inflation, the estimated construction cost was approximately \$995,000 greater than the 2018 appropriation even after value engineering was completed on the design. In response to the market inflation, the 2022 Annual Town Meeting appropriated an additional \$995,000 for the construction of the project. In May 2022, the Sudbury Select Board also reserved an additional \$1,000,000 of ARPA funding for the Fire Station Phase 1 project.

The current project budget is summarized below:

Design Fees & Services	\$ 808,000
Construction Admin & Services	\$ 280,000
Construction (awarded contract amount)	\$ 4,524,500
Owner's Construction Contingency (8%)	\$ 449,000
TOTAL ESTIMATED PHASE 1 COST	\$ 6,061,500

The current total available project funding, including all three components of funding, is summarized below:

2018 Annual Town Meeting Appropriation	\$4,300,000
2022 Annual Town Meeting Additional Appropriation	\$ 995,000
ARPA Allocation	\$1,000,000
TOTAL AVAILABLE PROJECT FUNDING	\$6,295,000
 Current Difference between Estimated Phase 1 Cost and Total Available Funding	 \$ 233,500

Given the current continuing uncertainty in the construction market and the continuing

supply chain issues with delivery of construction materials and components, it is requested that the Select Board allow the Owner's Construction Contingency to be adjusted from \$449,000 (8% of project costs) to \$682,500 (12% of project costs) to include the \$233,500 differential with the understanding that the Contingency would be used to fund unforeseen or previously unknown costs associated with the original (as bid) Fire Station No. 2 Phase 1 scope only. Any unspent funds remaining at the completion of construction of the original scope project would revert back to the Town.

Projecting expenditures for the Fire Station No. 2 Phase 1 project is difficult at this preliminary point in the construction phase of the project. Based on previous similar projects it is assumed that 80% of construction costs will be incurred in the first 9 months of the projected year long construction. The PBC respectfully requests that construction of the Fire Station Phase 1 project be allowed to progress through the first half of the 2023 calendar year with no immediate change to the project funding and the Select Board allow the full \$1,000,000 ARPA allocation to remain with the Fire Station No. 2 Phase 1 project during that time. During that time frame, the construction should progress to the point that a more accurate forecast of total anticipated project expenditures can be provided as the majority of the project scope potentially impacted by unknown conditions will be completed and a determination can be made if the original Owner's Construction Contingency budget of \$449,000 will be adequate for the completion of construction.

In July 2023, the PBC proposes to revisit the available project funding as compared to the estimated Cost-to-Complete and notify the Select Board of any anticipated surplus uncommitted ARPA funds. The identified surplus ARPA allocation can be returned to the Select Board at that time if the Select Board so chooses or the Select Board can decide to maintain the project funding with the additional understanding that any unspent / uncommitted funds remaining at the completion of construction (anticipated in the Fall of 2023) would revert back to the Town at construction completion.

The PBC and Chief Whalen thank the Select Board for the original ARPA allocation as the project construction contract could not have been awarded without it. We hope the Select Board approves this request to maintain the project's level of funding at least until the majority of the unknown conditions associated with the Fire Station Phase 1 project have been identified. If during the Select Board's consideration of this request, questions arise or additional information is requested, the PBC is available to respond.

Thank you,

Craig Blake
PBC Co-Chair and Fire Station Phase 1 Project Manager



SUDBURY SELECT BOARD

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**15: Amendment to Financial Policies**REQUESTOR SECTION

Date of request:

Requestor: Jen Roberts

Formal Title: Financial Policies Amendment for Timing of Capital Improvement Advisory Committee (CIAC) Input on Capital Articles

Recommendations/Suggested Motion/Vote: Financial Policies Amendment for Timing of Capital Improvement Advisory Committee (CIAC) Input on Capital Articles

Background Information:

Suggested amendment below:

On or before February 15th , the Town Manager shall organize a joint meeting of the Select Board, CIAC, Finance Committee, CPC representatives, SPS/LSRHS superintendents, and department heads. They will solicit and coordinate receipt of questions in advance of this joint meeting. ~~At this joint meeting, the CIAC will present its opinions on capital projects within its scope~~ and will follow up with a final written report.

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

02/07/2023 6:30 PM

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

PUBLIC HEARING**3: Vote to open public hearing****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to open public hearing for alcohol license

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

02/07/2023 6:30 PM

From: Herrema, Gregory <greg_herrema@harvard.edu>
 Date: Tue, Jan 24, 2023 at 1:46 PM
 Subject: Fishing at Camp Sewataro
 To: camp@sewataro.com <camp@sewataro.com>
 Cc: Herrema, Gregory <greg_herrema@harvard.edu>

I would like to speak with the appropriate person at Camp Sewataro to see if it might be possible to partner with Camp Sewataro to provide a fishing experience for kids living in / nearby the city of Boston. I am on the board of Elevate Youth (EY), a Boston based non-profit focused on enabling immersive outdoors experiences for kids living in urban environments as a way to contribute to their well-being and create a love of the outdoors. I am currently working with EY and the MA Division of Fisheries and Wildlife on the development of a program to create an exceptional local fishing experience for kids living in the city of Boston. Our focus now is on a couple of specific ponds nearby the Dorchester / Roxbury / Jamaica Plain communities.

We lived in Sudbury for about 15 years and I am familiar with Camp Sewataro. I am looking for an organization that we can partner with to augment the local fishing experience with a nearby experience (30-45 minute drive) where there is a higher degree of certainty that the kids will catch fish. We would likely target between 5 - 10 fishing outings this summer with groups of ~ 10-12 middle-school age kids. We would take responsibility for all scheduling, logistics, angler education instructors, gear and bait although we would welcome the opportunity to utilize Camp Sewataro resources where it made sense. We would of course compensate Camp Sewataro for access to your fishing pond and support.

I have provided the Elevate Youth website link for reference. Please let me know if we can set up an opportunity to speak. Thanks. I am looking forward to the dialogue.

<https://elevateyouthoutdoors.org/>



Elevate Youth

"I got to feel the air and I loved it." — Destine, Age 12 • "I am very grateful for this!" -Jade age 13 • "I loved the silent hike. It was peaceful. And I loved how I felt in the embrace of nature ." -Sarah, Age 11 • "I did a great job leading everyone through the right path." - Caicha, age 12 • "I got to feel the air and I loved it." ." — Destine, Age 12 • "I am ... elevateyouthoutdoors.org

Greg Herrema
 Harvard Advanced Leadership Initiative Fellow
greg_herrema@harvard.edu
 Mobile: 508-397-0772

--

Amy Podolsky (she/her)
Camp Director
Camp Sewataro
One Liberty Ledge
Sudbury, MA 01776
amy@sewataro.com
978-443-3100

Belonging | Exploration | Character | Kindness | Spirit



--
Kristen Drummey
Community Liaison
Camp Sewataro
One Liberty Ledge
Sudbury, MA 01776
kristen@sewataro.com
617-893-7806

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**17: MBTA Communities update****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: MBTA Communities update

Recommendations/Suggested Motion/Vote:

Background Information:
see attached documents

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

02/07/2023 6:30 PM

From: Duchesneau, Adam
Sent: Monday, January 30, 2023 3:35 PM
To: Select Board; Planning Board
Subject: Sudbury MBTA Communities Action Plan - Filed 1/30/23

Members of the Select Board and Planning Board,
As an FYI, please find below and attached the Town of Sudbury's MBTA Communities Action Plan submission which was just filed today, January 30, 2023, with DHCD.

This filing provides the Town with two (2) years of interim compliance with Section 3A until December 31, 2024

Please let me know if you have any questions. Thank you.

Adam

Adam L. Duchesneau, AICP (he/him/his)
Director of Planning & Community Development
Town of Sudbury | Flynn Building, 278 Old Sudbury Road | Sudbury, MA 01776
t 978-639-3398 | f 978-639-3314 | DuchesneauA@Sudbury.MA.us
www.sudbury.ma.us

Action Plan for MBTA Communities

Description Area	Please read the Section 3A Guidelines before attempting to complete this form. Please note: Action Plan Forms must be submitted by a municipal official with authority to act on behalf of the municipality on matters of zoning, such as the municipal CEO or planning director.
-------------------------	---

Section 1: Identification

Description Area	The Section 3A Guidelines establish zoning metrics that apply uniquely to each MBTA community based on its local transit stations, existing housing stock, population, and developable land. This section of the Action Plan helps to identify the transit stations that determined each community's category. Appendix 1 of the Section 3A Guidelines lists each community's category and minimum multi-family unit capacity requirement.
-------------------------	--

1.1 MBTA Community Name	Sudbury
1.2. Community Category	Adjacent community
1.3. Multifamily Unit Capacity Requirement	750
1.4. Does this municipality have any MBTA rapid transit stations within its boundaries?	No
1.5. Does this municipality have any MBTA commuter rail stations within its boundaries?	No
1.6. Does this municipality have any other MBTA transit stations that are located outside of its municipal boundaries that may have "developable station area" within them?	No
1.7. Please provide the name of the person filling out this form	Adam Duchesneau
1.7a. Title	Director of Planning & Community Development
1.7b. Email Address	DuchesneauA@Sudbury.MA.us
1.7c. Phone Number	(978) 639-3398
1.8 Please provide the name of the municipal CEO	Maryanne Bilodeau

1.8b Mailing address of municipal CEO Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

1.8c Email address of municipal CEO townmanager@sudbury.ma.us

1.9. Please briefly describe other members of the core team developing the multi-family zoning district. Municipal staff and Planning Board members.

Section 2: Housing Overview

2.1. Does this municipality have any established housing related goals or strategies from municipal planning documents, such as a Housing Production Plan, Master Plan, or Economic Development Plan? Yes

2.1a. Please briefly describe any relevant strategies, goals, or objectives, and the work that has been done to date. In 2021, the Town approved an updated Master Plan which included a number of short, mid, and long term housing initiatives the Town will be pursuing. The Town has a Housing Production Plan from 2016, which it is currently working to update. The Town is also currently designated as a Housing Choice Community, has an Inclusion of Affordable Housing Zoning Bylaw, and has a Chapter 40R Smart Growth Overlay District.

2.2. Is this municipality currently working on any other planning for housing? Yes

2.2a. Please briefly describe the housing work underway. Working to update 2016 Housing Production Plan.

Section 3: Preliminary Zoning Strategies

3.1. To the best of your knowledge, which of the following zoning strategies is this community most likely to use for compliance? (Select all that apply)

- a. An existing zoning district or districts that might already comply with the Section 3A Guidelines
- b. An existing zoning district or districts that must be amended to comply with the Section 3A Guidelines

3.1a. Please identify and briefly describe the possibly-compliant district(s), including any characteristics of existing development or transit options that make it suitable for use as this community's 3A-compliant district. Optional: Attach any supporting documents. Mixed Use Overlay District and Melone Smart Growth Overlay District (Chapter 40R).

3.1b. Please select the changes that may be necessary for the existing district to comply. Optional: Attach any supporting documents that describe this district.

Dimensional regulations
Other: Amend dwelling unit density limitations.

Explanation:

The permissible number of dwelling units in each of these overlay zoning districts will likely need to be increased to meet the minimum density requirements for the 3A zoning district. In order to do this, it may also be necessary to adjust some of the dimensional requirements in each of these overlay zoning districts.

3.2. What non-housing characteristics are important for this community to consider in its 3A zoning district?

Transportation and municipal services.

Section 4: Action Plan Timeline

Description Area

This section creates a framework to input preliminary plans for a zoning adoption process. On the table below, please use Column 1 (from the left) to describe a task, Column 2 to input a start date, and Column 3 to input a finish date. Every community must provide a timeline for the below-listed tasks. Additional space is provided for any other tasks that a community wishes to list. DHCD will review proposed timelines for feasibility before approving an Action Plan. Public outreach
Developing zoning
Applying DHCD's compliance model to test for density and unit capacity
Holding planning board hearings
Holding legislative sessions and adopt compliant zoning
Submit District Compliance application to DHCD

Description Area

Task

Description Area

Start

Description Area

Finish

Short Answer

Public Outreach

Feb 01, 2023

Jan 31, 2024

Short Answer

Developing Zoning

Feb 01, 2023

Nov 30, 2023

Short Answer

Apply Compliance Model

May 15, 2023

Nov 30, 2023

Short Answer

Planning Board Hearings

Dec 01, 2023

Jan 31, 2024

Short Answer

Adopt Compliant Zoning

May 01, 2024

Oct 31, 2024

Short Answer

Submit Compliance to DHCD

Nov 01, 2024

Dec 31, 2024



SUDBURY SELECT BOARD

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**18: 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

02/07/2023 6:30 PM

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

MISCELLANEOUS (UNTIMED)**19: 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

02/07/2023 6:30 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING/EVENT	DESCRIPTION
Feb. 13	Joint meeting (Capital Night) with FinCom and CIAC to discuss Capital articles
	First Parish License
Feb. 28	SB Newsletter articles approval
	Discussion on ATM Warrant articles
	Eversource Update
High priority items	Select Board Annual Town Report submission
	Policy of interviewing for every committee (Carty)
	LS agreement
	Discussion on recent Board/Committee resignations
	MBTA communities discussion (with Planning Board)
	BFRT Advisory Task Force – possibly change name
	Voc Ed update (Lisa K.)
	Mass Central Rail Trail/DCR
	MWRA discussion
	Broadacres Property: next steps
	Hybrid meeting update from Mark Thompson
	Official statement re: Eversource Transmission Line
	Official vote on extension of Town Counsel contract with KP Law
	Sewataro discussion – 50% design of Liberty Ledge
	Select Board Annual Town Report submission
	Peakham Road speed limit
	Annual meeting with Legislators to respond to SB questions
Date to be determined	Remote Meeting Policy (Lisa K.)
	Capital Process
	Citizen Leadership Forum (Govt and how it works)
	Climate Emergency declaration & sustainability director
	Discussion on potential ADA policy
	Discussion on Town Manager Task Requests
	SB self-evaluation process individually and collectively (Lisa K)
	Fairbank Community Center update (ongoing)
	Pets in cemeteries
	Investment Advisory Committee
	Invite Commission on Disability Chair to discuss Minuteman High School
	Local receipts – fee schedule review (Chair Russo)
	Bi-monthly update from Eversource (Oct, Dec, Feb, Apr, June, Aug)
	Quarterly review of approved Executive Session Minutes for possible release (February, May, August and November). Consider separate meeting solely for this purpose.
	Quarterly update on Bruce Freeman Rail Trail (BFRT) (March, June, September, December)
	Quarterly update on Key Performance Indicators (KPIs) projects to track (December, March, June, September)
	Solar Panels
	Subcommittee discussion (Executive)

Attachment 19.a: Upcoming items 02.07.23 (5688 : Upcoming agenda items)

	Work Session with Town Counsel: Select Board/Town Manager Code of Conduct and other procedural training
Standing Items for All Meetings	Select Board requests for future agenda items at end of meeting
	Public Comments, continued (if necessary)

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

CONSENT CALENDAR ITEM**20: Boston Brain Tumor Ride 2023****REQUESTOR SECTION**

Date of request:

Requestor: Annie Zampitella, Conventures, on Behalf of National Brain Tumor Society

Formal Title: Vote to Grant a Special Permit to the National Brain Tumor Society, to hold the "National Brain Tumor Society Ride" on Sunday, May 21, 2023, from 7:00 A.M. through approximately 2:00 P.M., subject to compliance with conditions outlined by the Police and Fire Departments, DPW and Park and Recreation, subject to receipt of a certificate of liability.

Recommendations/Suggested Motion/Vote: Vote to Grant a Special Permit to the National Brain Tumor Society, to hold the "National Brain Tumor Society Ride" on Sunday, May 21, 2023, from 7:00 A.M. through approximately 2:00 P.M., subject to compliance with conditions outlined by the Police and Fire Departments, DPW and Park and Recreation, subject to receipt of a certificate of liability.

Background Information:

Financial impact expected:N/A

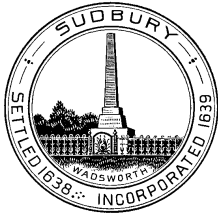
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Leila S. Frank	Pending
Select Board	Pending
Select Board	Pending

02/07/2023 6:30 PM



TOWN OF SUDBURY

Office of Select Board

www.sudbury.ma.us

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

Email: SBadmin@sudbury.ma.us

APPLICATION FOR A CHARITABLE WALK/RELAY PERMIT ON A PUBLIC WAY

Written permission to conduct a fundraising walk or relay race in any public street, public sidewalk or public way within the Town must be obtained from the Select Board prior to the event. The Chief of Police will determine the appropriate public safety requirements for this event and the cost of such special duty officers, if any required, will be borne by the applicant. The Town of Sudbury requires a Certificate of Insurance of no less than \$1,000,000, naming the Town as an additional insured. All cleanup from the event will be completed by the applicant within 8 hours after the stated ending time or applicant will be billed for the Town's cost to clean up. Application processing can take up to four weeks as approval from the Police, Building and Park & Recreation departments may be required prior to Select Board approval. Processing begins after all required materials are received, so please plan accordingly.

Organization Name _____

Event Name _____

Organization Address _____

Name of contact person in charge _____

Telephone Number(s) of contact _____ (cell) _____

Email address _____

Date of event _____ Rain Date _____

Starting time _____ Ending time _____

Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to this application) _____

Anticipated number of participants _____

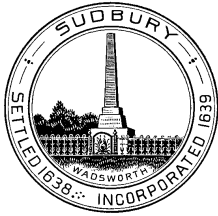
Assembly area (enclose written permission of owner if private property to be used for assembly) _____

Organization that proceeds will go to _____

Any other important information _____

The undersigned applicant agrees that the applicant and event participants will conform to applicable laws, by-laws and regulations as well as any special requirement that may be made as a condition of the granting of permission pursuant to this application. I/we agree to hold the Town of Sudbury harmless from any and all liability and will defend the Town of Sudbury in connection therewith.

Signature of Applicant _____ Date 1/13/23



TOWN OF SUDBURY

Office of Select Board

www.sudbury.ma.us

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

Email: SBadmin@sudbury.ma.us

CONTINUED: APPLICATION FOR A CHARITABLE WALK/RELAY PERMIT...

Application Checklist:

- ☐ Application Form
- ☐ Map of Route
- ☐ Evidence of Certificate of Insurance (please see details above)

Please submit completed application and materials to:

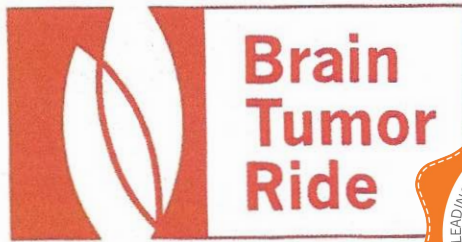
Office of Select Board

278 Old Sudbury Rd.

Sudbury, MA 01776

Fax: 978-443-0756

Email: SBadmin@sudbury.ma.us



**Brain
Tumor
Ride**



Course Map

10-Mile Ride

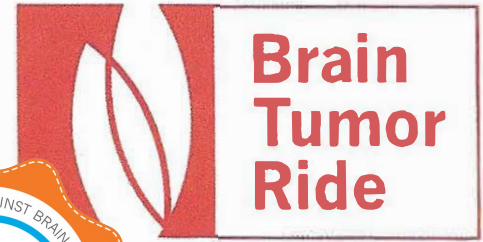


START/FINISH
200 West Street
Waltham, MA

TURN BY TURN

Turn right onto West St.
Turn left onto Winter St.
Turn left onto Trapelo Rd.
Bear right onto Old Lexington Rd.
Turn left onto Bedford Rd.
Turn left onto Weston Rd.
Stay straight on Merriam St.
Turn left onto Sunset Rd.
Turn left onto Conant Rd.
Turn right onto Viles St.
Turn right onto SR 117 (North Ave.)
Turn left onto Lexington St.
Go straight onto West St.
End at 200 West St.





Course Map

25-Mile Ride

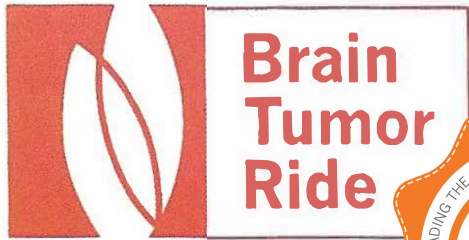
START/FINISH
200 West Street
Waltham, MA



25-Mile Ride

TURN BY TURN

Turn right onto West St.
 Turn left onto Winter St.
 Turn right onto Old County Rd.
 Turn left onto Trapelo Rd.
 Turn left onto Lincoln Rd.
 Turn right onto Codman Rd.
 Turn right onto SR 126 (Concord Rd.)
 Cross over Rt. 2 onto Walden St. (SR 126)
 Continue straight to Water Stop
 Turn right onto Heywood St.
 Turn right onto Lexington Rd. (Rt. 2A)
 Turn left onto Old Bedford Rd.
 Turn left onto SR 62 (Bedford St.)
 Go around Monument Square to Lexington Rd. (Rt. 2A)
 Turn right onto Heywood St.
 Turn left onto Walden St. (SR 126)
 Continue to Concord Water Stop
 Cross over Rt. 2 onto Walden St. (SR 126)
 Turn left onto Codman Rd.
 Turn left onto SR 117 (S Great Rd.)
 Turn right onto Tower Rd.
 Bear left onto Concord Rd.
 Bear left onto Boston Post Rd.
 Turn left onto Church St.
 Turn right onto SR 117 (North Ave)
 Turn left onto Lexington St.
 Go straight onto West St.
 End at 200 West St.



**Brain
Tumor
Ride**



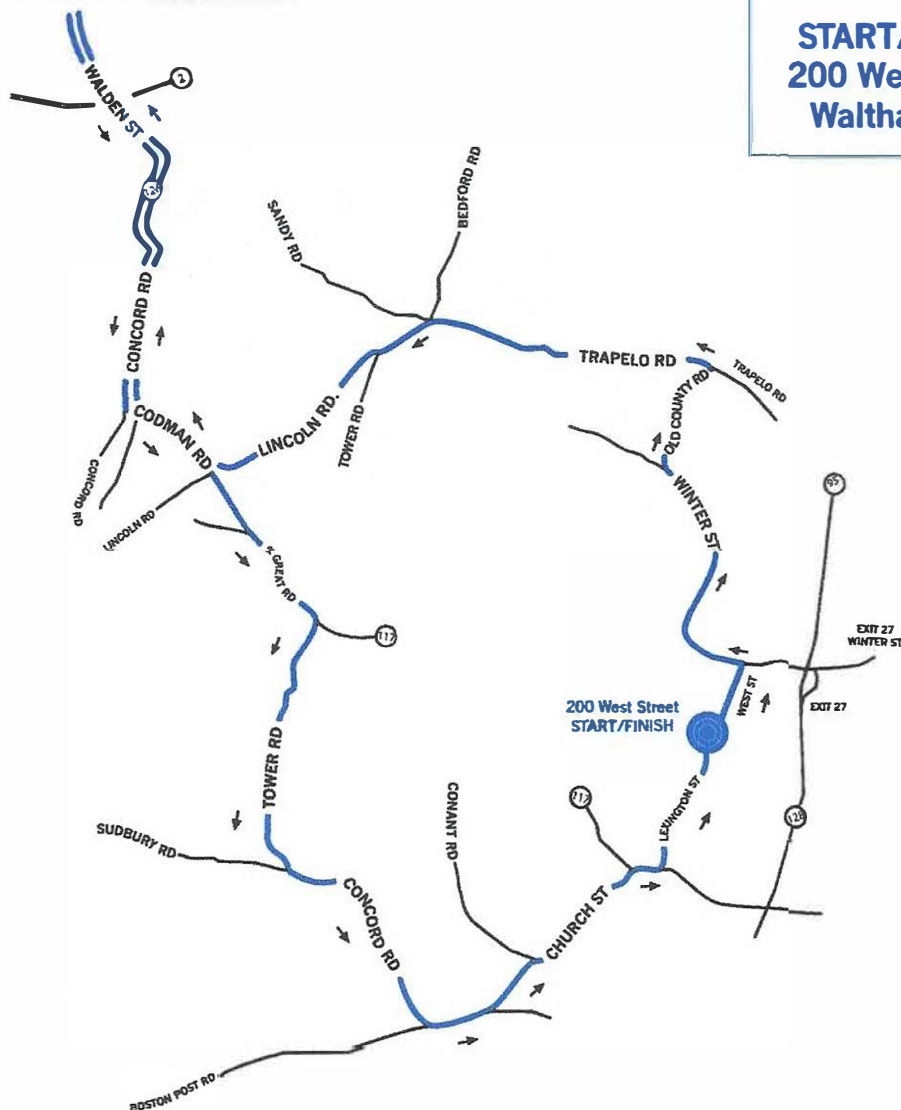
Course Map

40-Mile Ride



START/FINISH
200 West Street
Waltham, MA

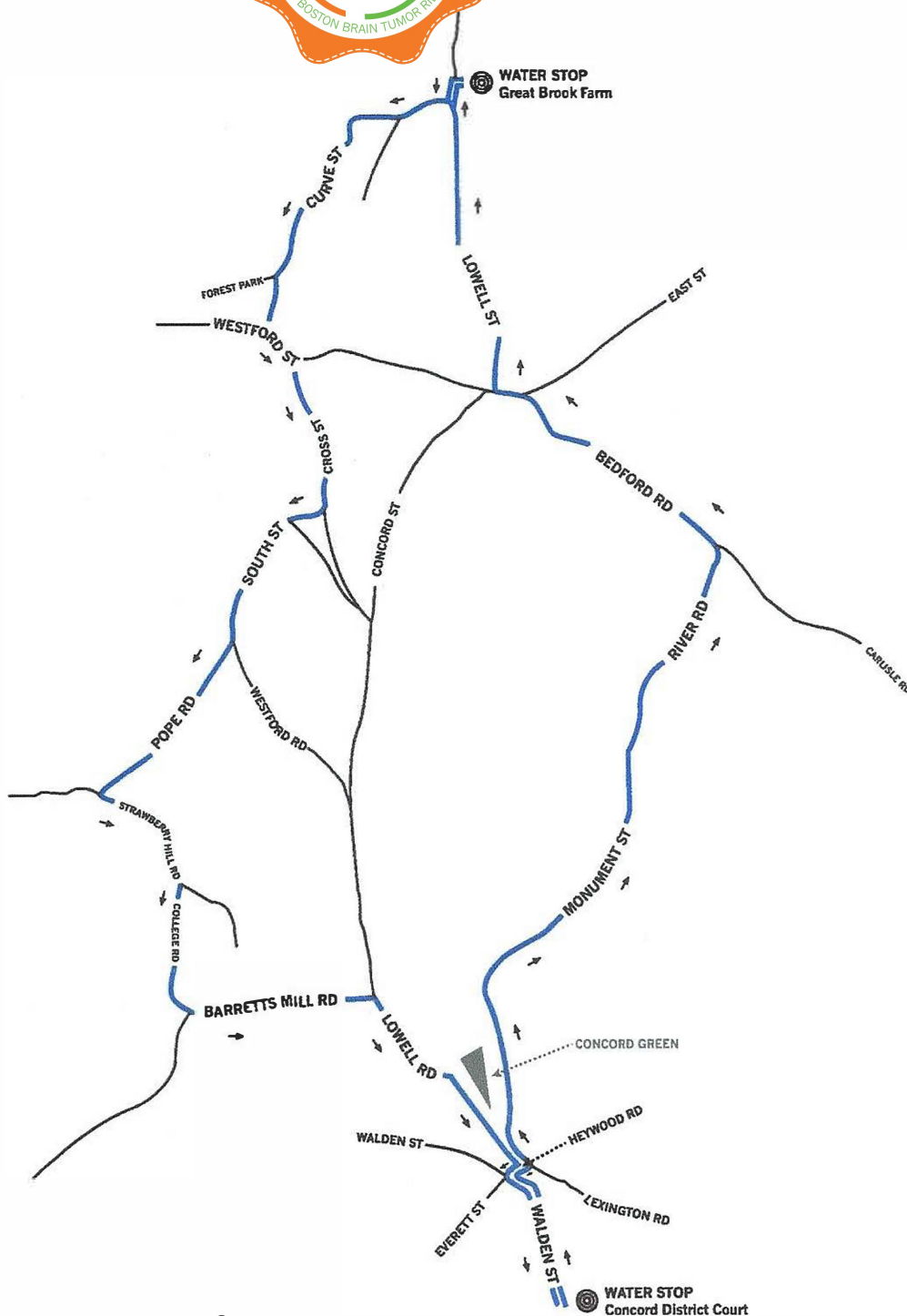
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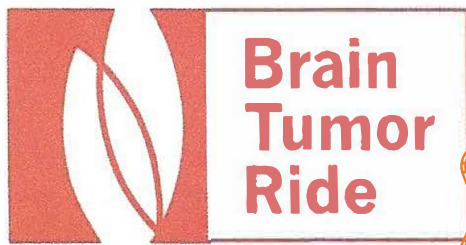




Course Map

40-Mile Ride



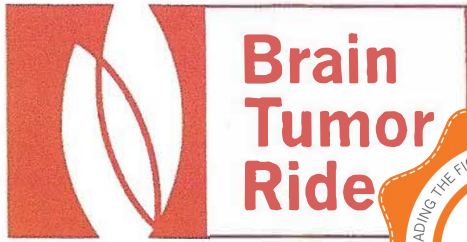


40-Mile Ride

TURN BY TURN

- 0.0 miles Turn RIGHT onto West St.
 - 0.4 miles Turn LEFT onto Winter St.
 - Two (2) speed bumps
 - 1.9 miles Turn RIGHT onto Old County Rd.
 - 2.6 miles Turn LEFT onto Trapelo Rd.
 - 4.3 miles Turn LEFT onto Lincoln Rd.
 - 6 miles Turn RIGHT onto Codman Rd.
 - 6.7 miles Turn RIGHT onto Concord Rd./Route 126 North
 - Changes to Walden St.
 - 8.6 miles Cross Rt 2/2A
- 📍 **9.3 miles WATER STOP AT CONCORD DISTRICT COURT**
- 9.7 miles Turn RIGHT onto Heywood St.
 - 9.75 miles Turn LEFT onto Lexington Rd.
 - 10.0 miles Bear RIGHT onto Monument St. at the Concord Green
 - Bear LEFT at first fork
 - Bear RIGHT at second fork to stay on Monument St.
 - Changes to River Rd.
 - 13.3 miles Monument St. becomes River Rd.
 - 14.5 miles Turn LEFT onto Bedford Rd./Route 225
 - 16.2 miles Turn RIGHT onto Lowell St. (first turn off rotary)
- 📍 **18.8 miles WATER STOP AT GREAT BROOK FARM (on right hand side on Lowell Street)**
- 19.0 miles Turn LEFT onto Lowell St.
 - 19.1 miles Turn quick RIGHT onto Curve St.
 - Bear LEFT to stay on Curve St.
 - 21.2 miles Turn LEFT onto Westford St./Route 225
 - 21.5 miles Turn RIGHT onto Cross St.
 - 22.5 miles Turn RIGHT onto South St.
 - *May be unmarked*
 - 22.6 miles Turn RIGHT to stay on South St.
 - 23.5 miles Turn LEFT onto West St.
 - 23.6 miles Turn RIGHT onto Pope Rd.
 - 25.0 miles Turn sharp LEFT onto Strawberry Hill Rd.
 - 25.9 miles Turn RIGHT onto College Rd.
 - 26.8 miles Turn LEFT onto Barretts Mill Rd.
 - 28.0 miles Turn RIGHT onto Lowell Rd.
 - 29.0 miles Go straight past the Concord Green and through rotary onto Lexington Rd.
 - 29.5 miles Turn RIGHT onto Heywood St.
 - 29.6 miles Turn LEFT onto Walden St.
 - Changes to Concord Rd.
- 📍 **30.0 miles WATER STOP AT CONCORD DISTRICT COURT**
- 32.5 miles Turn LEFT onto Codman Rd.
 - 33.6 miles Turn LEFT onto S. Great Rd./Route 117
 - 34.25 miles Turn RIGHT onto Tower Rd.
 - Changes into Concord Rd.
 - 35.6 miles Bear LEFT to stay on Concord Rd.
 - 37.2 miles Turn LEFT onto Boston Post Rd.
 - 37.6 miles Bear LEFT onto Church St.
 - 38.9 miles Turn RIGHT onto North Ave./Route 117
 - 39.0 miles Turn LEFT onto Lexington St.
 - Five (5) speed bumps
 - 40.0 miles Turn RIGHT into 200 West St.

END

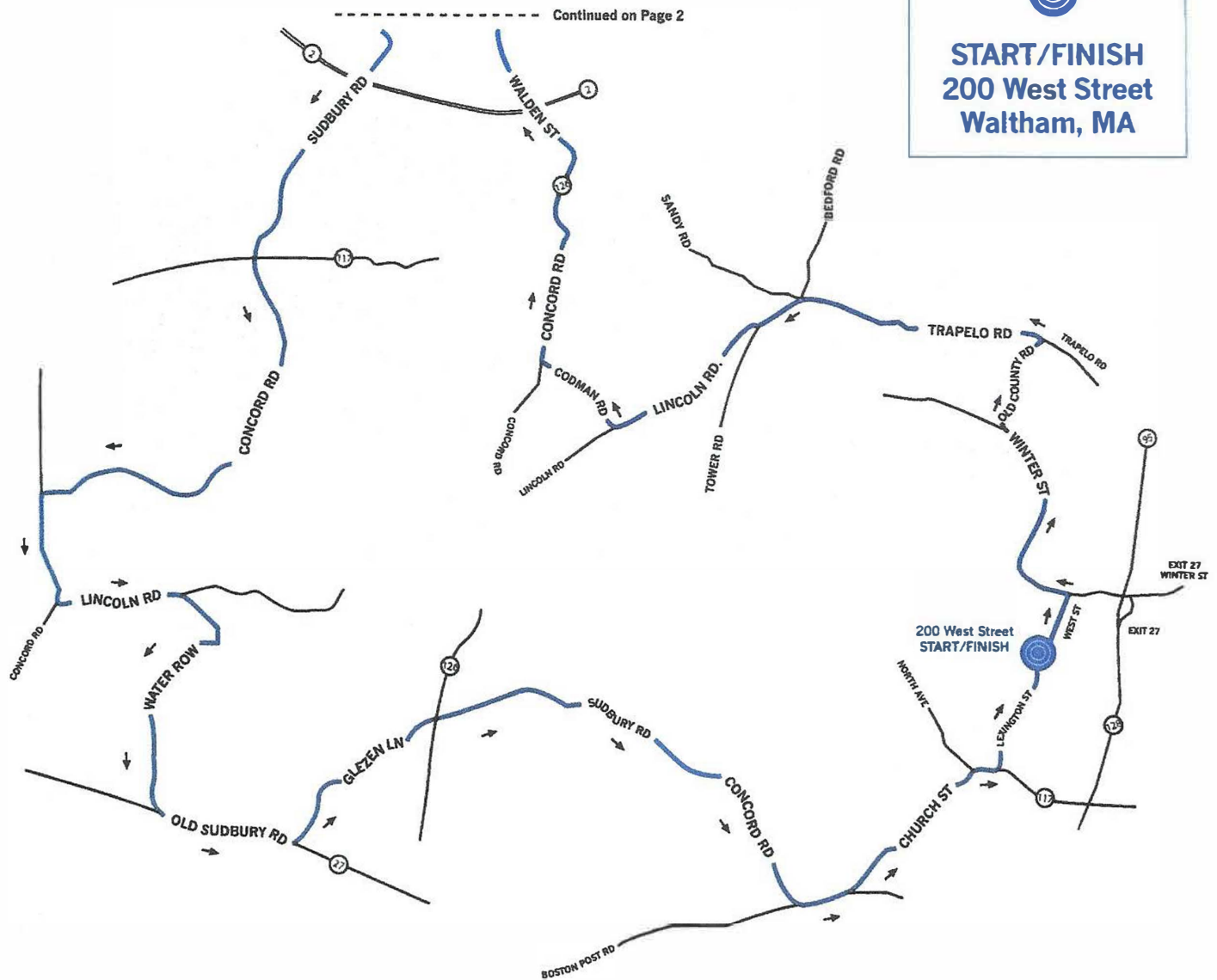


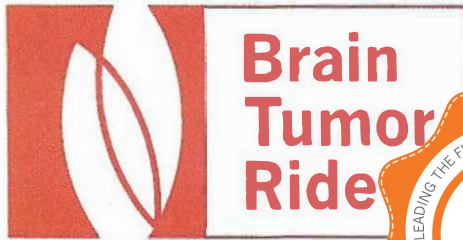
**Brain
Tumor
Ride**



Course Map

Metric Century





**Brain
Tumor
Ride**

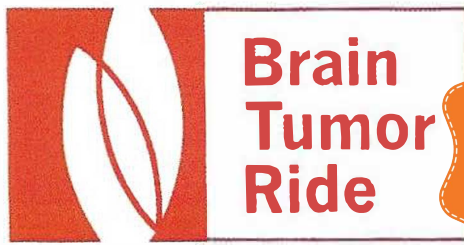


Course Map

Metric Century



Continued on Page 1



Metric Century

TURN BY TURN

- 0.0 miles Turn RIGHT onto West St.
- 0.4 miles Turn LEFT onto Winter St.
 - Two (2) speed bumps
- 1.9 miles Turn RIGHT onto Old County Rd.
- 2.6 miles Turn LEFT onto Trapelo Rd.
- 4.3 miles Turn LEFT onto Lincoln Rd.
- 6.0 miles Turn RIGHT onto Codman Rd.
- 6.7 miles Turn RIGHT onto Route 126N/Concord Rd.
 - Changes to Walden St.
- 8.6 miles Cross Route 2/2A

🕒 9.3 miles WATER STOP AT CONCORD DISTRICT COURT

- 9.7 miles Turn RIGHT onto Heywood St.
- 9.75 miles Turn RIGHT onto Lexington Rd.
 - Bear LEFT at first fork
- 10.9 miles Bear RIGHT at second fork to stay on Lexington Rd.
- 11.7 miles Turn LEFT onto North Great Rd./2A East
- 13.3 miles Turn LEFT onto Hanscom Dr.
- 14.2 miles Turn LEFT onto Old Bedford Rd.
- 14.6 miles Turn RIGHT onto Virginia Rd.
- 16.2 miles Turn RIGHT onto Old Bedford Rd.
- 16.7 miles Turn LEFT onto Bedford St./Route 62
- 18.1 miles Turn RIGHT onto Monument St.
 - Bear LEFT to stay on Monument St.
- 21.4 miles Becomes River St.
- 22.5 miles Turn LEFT onto Bedford Rd./Route 225
- 22.8 miles Turn RIGHT onto Maple St.
 - Bear RIGHT staying on Maple St.
- 24.1 miles Turn RIGHT to stay on Maple St.
 - Turns into Treble Cove Rd./North Rd.
- 25.0 miles Turn LEFT onto West St.
 - Turns into North (N) Rd.
- 27.7 miles Turn RIGHT onto Lowell St.

🕒 27.8 miles WATER STOP AT GREAT BROOK FARM (on right hand side on Lowell Street)

- 27.8 miles Exit water stop and turn LEFT onto Lowell St.
- 27.9 miles Turn quick RIGHT onto Curve St.
 - Stay LEFT to stay on Curve St.
- 30.1 miles Turn RIGHT onto Westford St./Route 225

- 31.1 miles Turn sharp LEFT onto Blane St. before the traffic light
 - Turns into West St.
- 33.3 miles Bear RIGHT onto West St.
- 33.4 miles Bear RIGHT onto Pope Rd.
- 34.7 miles Turn RIGHT onto Strawberry Hill Rd.
- 35.7 miles Turn LEFT onto Great Rd/Route 2A/Route 119
- 36.8 miles Turn LEFT onto Pope Rd.
- 38.1 miles Cross Strawberry Hill Rd. continuing on Pope Rd.
- 39.4 miles Turn LEFT onto West St.
- 39.5 miles Bear RIGHT onto South St.
- 40.4 miles Turn LEFT towards Cross St.
 - May be unmarked
- 40.5 miles Turn LEFT onto Cross St.
- 41.0 miles Turn RIGHT onto Bigham Rd.
- 41.7 miles Turn RIGHT onto Concord St.
 - Turns into Lowell St.

🕒 44 miles WATER STOP AT MIDDLESEX SCHOOL

- 46.7 miles Turn RIGHT onto Main St./Route 62 after passing the Concord Green
- 46.9 miles Bear LEFT onto Sudbury Rd.
- 47.6 miles Bear RIGHT to stay on Sudbury Rd.
- 47.9 miles Cross Rt 2/2A
- 49.3 miles Bear LEFT staying on Sudbury Rd.
- 50.0 miles Cross Rt 117, becomes Concord Rd.
- 52.4 miles Turn LEFT to stay on Concord Rd.
- 53.2 miles Turn LEFT onto Lincoln Rd. at Lincoln-Sudbury High School
- 54.0 miles Turn RIGHT onto Water Row
- 56.0 miles Turn LEFT onto Old Sudbury Rd./Route 27
- 56.9 miles Turn LEFT onto Glezen Ln.
 - Four (4) speed bumps
- 57.9 miles Bear Right to stay on Glezen Ln.
- 59.2 miles Becomes Sudbury Rd.
- 60.0 miles Becomes Concord Rd.
- 61.5 miles Turn LEFT onto Boston Post Rd.
- 61.9 miles Bear LEFT onto Church St.
- 63.1 miles Turn RIGHT onto Route 117/North Ave.
- 63.3 miles Turn LEFT onto Lexington St.
 - Five (5) speed bumps
- 64.2 miles Turn RIGHT into 200 West St.

END



Course Map

10-, 25-, 40-, 62-Mile Rides



- 10-Mile Route
- 25-Mile Route
- 40-Mile Route
- 62-Mile Route

Brain Tumor Ride 2023

Sunday, May 21, 2023

Department Feedback

Department	Staff	Date	Comments
Fire Department	Asst. Chief Choate	1/20/23	Fire Dept. is good as noted.
Highway Department	Dan Nason	1/19/23	The Public Works Department has no issues with this event assuming there are no resources (personnel, vehicles, barricades, cones, etc.) needed from the Public Works Department.
Park & Recreation	Dennis Mannone	1/20/23	Ok with us...
Police Department	Chief Nix	1/21/23	The police department has not issues with the yearly event as long as all previous protocols remain in place.

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

CONSENT CALENDAR ITEM**21: Accept EOPS/DFS Grant****REQUESTOR SECTION**

Date of request:

Requestor: Fire Chief John Whalen

Formal Title: Vote to accept the Executive Office of Public Safety, Department of Fire Service (EOPS/DFS) FY23 Firefighter Safety Equipment Grant in the amount of \$12,382.30. These funds will be used to purchase replacement firefighting gear for four (4) members of the Fire Department, as requested by Fire Chief John Whalen.

Recommendations/Suggested Motion/Vote: Vote to accept the Executive Office of Public Safety, Department of Fire Service (EOPS/DFS) FY23 Firefighter Safety Equipment Grant in the amount of \$12,382.30. These funds will be used to purchase replacement firefighting gear for four (4) members of the Fire Department, as requested by Fire Chief John Whalen.

Background Information:

See attached EOPS/DFS Grant and approved contract

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

02/07/2023 6:30 PM



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: Town of Sudbury (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 322 Concord Rd, Sudbury, MA, 01776		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Chief John M. Whalen	Phone: 978-440-5311	Billing Address (if different):	
E-Mail: Whalenj@sudbury.ma.us	Fax: 978-440-5305	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000191996		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (AD001) (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-2023FFEGRANT0000000	
		RFR/Procurement or Other ID Number: BD-81549	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____ 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended) <u>\$12,382.30</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (<u>M.G.L. c. 29 § 23A</u>); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY23 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY23 Firefighter Equipment Grant, in accordance with the FY23 Grant Application, and attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____ 20 ____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____ 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Maryanne Bilodeau</u> Date: <u>12/28/23</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Maryanne Bilodeau</u> Print Title: <u>Interim Town Mgr.</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>David Clemons</u> Date: <u>12/28/23</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>David Clemons</u> Print Title: <u>Director of Operations</u>	

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: Town of Sudbury
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191996

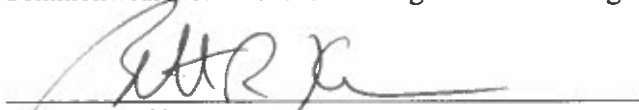
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Maryanne Bilodeau	Interim-Town Manager

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 12/19/22

Title: Town Clerk Telephone: 978-639-5335

Fax: 978-639-3340 Email: clerk@sudbury-ma-us

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Department of Fire Services and the Town of Sudbury FY23 Firefighter Equipment Grant Agreement Scope of Work and Budget

Authorization: This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' FY23 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with the Acts of 2020 chapter 151 2D, the Department of Fire Services Earmark and Grants policy and procedures, and CMR 815, 2.00 State Grant Regulations.

Grant Project Description: Purchase of firefighter safety equipment as listed in the budget section of this Scope of Work.

Grant Manager: The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the interface between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA Department of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Assistant Chief Timothy Choate who can be reached at: 77 Hudson Rd. Sudbury, MA 01776, tel 978-440-5312, email: choatet@sudbury.ma.us. The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used to purchase the following approved firefighter safety equipment.

Grant Award:

<i>Department</i>	<i>Description of allowable Equipment</i>
Town of Sudbury	Bunker Coat Bunker Pants & Suspenders
Total Award	\$12,382.30

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Period of Performance: Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient. Expenses incurred prior to execution of a contract will not be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2023. Equipment delivered to the recipient after that date **will not** be eligible for reimbursement through this program unless approval for an extension has been already been granted in writing by the DFS grant manager.

Reimbursement requests must be submitted no later than July 28, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Grant Extensions: Grant recipients may request a single performance period extension if extenuating circumstances beyond the control of the recipient (backordered equipment, supply chain disruptions, vendor errors, etc.) will prevent equipment from being delivered on or before June 30, 2023. Extensions for these purposes must be submitted to DFS by email no later than June 1, 2023. Approval of extension requests is at the sole discretion of DFS.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with

any portion of the terms of the FY23 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a “material” change in the contract. “Material” changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Records Management: The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to “... maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution, of any litigation, claim, negotiation, audit or other inquiry involving a contract...”

Approved by:

Marganne Bilodeau
Town of Sudbury

Marganne Bilodeau
Print Name and Title

Interim Town Mgr.
Date

Approved by:

David Clemons
Department of Fire Services

David Clemons, Director of Operations
Print Name and Title

12/28/22
Date

**SUDBURY SELECT BOARD**

Tuesday, February 7, 2023

CONSENT CALENDAR ITEM**22: Sidewalk Easement Cold Brook Crossing****REQUESTOR SECTION**

Date of request:

Requestor: Adam Duchesneau

Formal Title: Vote to accept the Easement for Pedestrian Access (sidewalk easement) for the sidewalks in the Cold Brook Crossing residential development along North Road/Route 117 and Cold Brook Drive, as requested by Adam Duchesneau, Director of Planning and Community Development.

Recommendations/Suggested Motion/Vote: Vote to accept the Easement for Pedestrian Access (sidewalk easement) for the sidewalks in the Cold Brook Crossing residential development along North Road/Route 117 and Cold Brook Drive, as requested by Adam Duchesneau, Director of Planning and Community Development.

Background Information:

Town staff is requesting the Select Board vote to accept the Easement for Pedestrian Access (sidewalk easement) for the sidewalks in the Cold Brook Crossing residential development along North Road/Route 117 and Cold Brook Drive.

As part of the Final Plan Approval and Plan Approval decision for the Cold Brook Crossing residential development on North Road/Route 117, one of the conditions of the decision requires the Applicant/Owner to submit a proposed easement for public access within the sidewalk along North Road/Route 117 to the Town of Sudbury. Once approved by Town Counsel (which the document has been) and the Select Board, it is the responsibility of the Applicant/Owner to have this easement recorded at the Middlesex South Registry of Deeds. The Applicant/Owner shall have the right to relocate the easement if the Town or the Applicant/Owner constructs another sidewalk along North Road/Route 117, or as otherwise allowed by law and the Planning Board. Please see the attached materials for additional details.

Financial impact expected:None - sidewalks will be maintained by the Cold Brook Crossing residential development property management group.

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
Select Board

Pending
Pending

02/07/2023 6:30 PM

EASEMENT FOR PEDESTRIAN ACCESS

THE APARTMENTS AT COLD BROOK CROSSING LLC, a Massachusetts Limited Liability Company with an address of 2134 Sevilla Way, Naples, FL 34109, together with QUARRY NORTH ROAD LLC, acting as the Declarant of the Cold Brook Crossing Condominium pursuant to the reservation of rights to grant easements in the common areas of the Condominium pursuant to Section 10(c) of the Master Deed of Said Condominium recorded at Middlesex South Deeds in Book 77321, Page 395, as amended by an Amendment to said Master Deed recorded in Middlesex South Registry of Deeds at Book 77391, Page 18, in consideration of ONE DOLLAR (\$1.00) paid, grants to THE TOWN OF SUDBURY an easement for pedestrian access by the general public and staff, employees, elected and appointed officials, and agents of the Town of Sudbury, over, on and upon the sidewalks shown on the Plan entitled "Proposed Additional Sidewalk Project Cold Brook Crossing North Road, Sudbury, MA 01776" prepared for Quarry North Road LLC, 2134 Sevilla Way, Naples FL 34109, prepared by Civil Design Group LLC 21 High Street, Suite 207, North Andover, MA 01845, which plan is dated August 3, 2020, and is attached hereto as Exhibit "A".

In accordance with G.L. c. 21 sec, 17C, said sidewalks shall be open to the public, without charge therefor, for recreational purposes.

Said easement is granted on the following conditions:

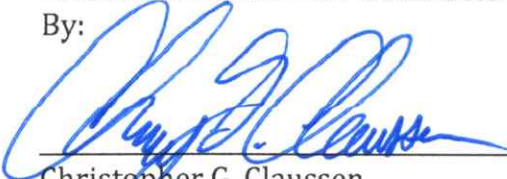
1. The easement may be used for pedestrian and foot access only;
2. The use of the easement shall be at all times subject to the reasonable rules and regulations of the Grantor.

The Grantor or its successors in interest shall have the right to relocate said easement if the Town of Sudbury constructs another sidewalk along North Road, or as otherwise provided by law.

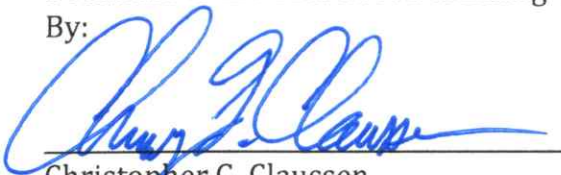
For Grantor's title, see deed of Quarry North Road LLC to the Grantor recorded at Middlesex South Deeds in Book 77312 Page 59.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this
9 day of January, 2023.

THE APARTMENTS AT COLD BROOK CROSSING LLC,
 By:


 Christopher G. Claussen
 Manager

QUARRY NORTH ROAD LLC
 Declarant of the Cold Brook Crossing Condominium
 By:


 Christopher G. Claussen
 Manager


STATE OF FLORIDA

COLLIER COUNTY

On this 9th day of January, 2023, before me the undersigned notary public, personally appeared Christopher Claussen, Manager of THE APARTMENTS AT COLD BROOK CROSSING LLC and of QUARRY NORTH ROAD LLC, and proved to me through satisfactory identification, which was a valid State of Florida Driver's License, to be the person whose name is signed on the within document, and acknowledged that he signed it as his free act and deed for the purposes stated on behalf of the entities aforesaid.



Michele Wardeberg
 Notary Public
 State of Florida
 Comm# HH099467
 Expires 3/2/2025


 Notary Public
 My Commission Expires: 3/2/2025

ACCEPTANCE OF EASEMENT

The TOWN OF SUDBURY, acting by and through its Select Board, hereby accepts the foregoing Grant of Easement from THE APARTMENTS AT COLD BROOK CROSSING LLC, and QUARRY NORTH ROAD LLC, pursuant to the authority set forth in Section 3 of Article XII of the Sudbury General Bylaws, and every other authority, this ____ day of _____, 2023.

Charles G. Russo, Chair

Janie W. Dretler, Vice Chair

Daniel E. Carty, Member

Jennifer S. Roberts, Member

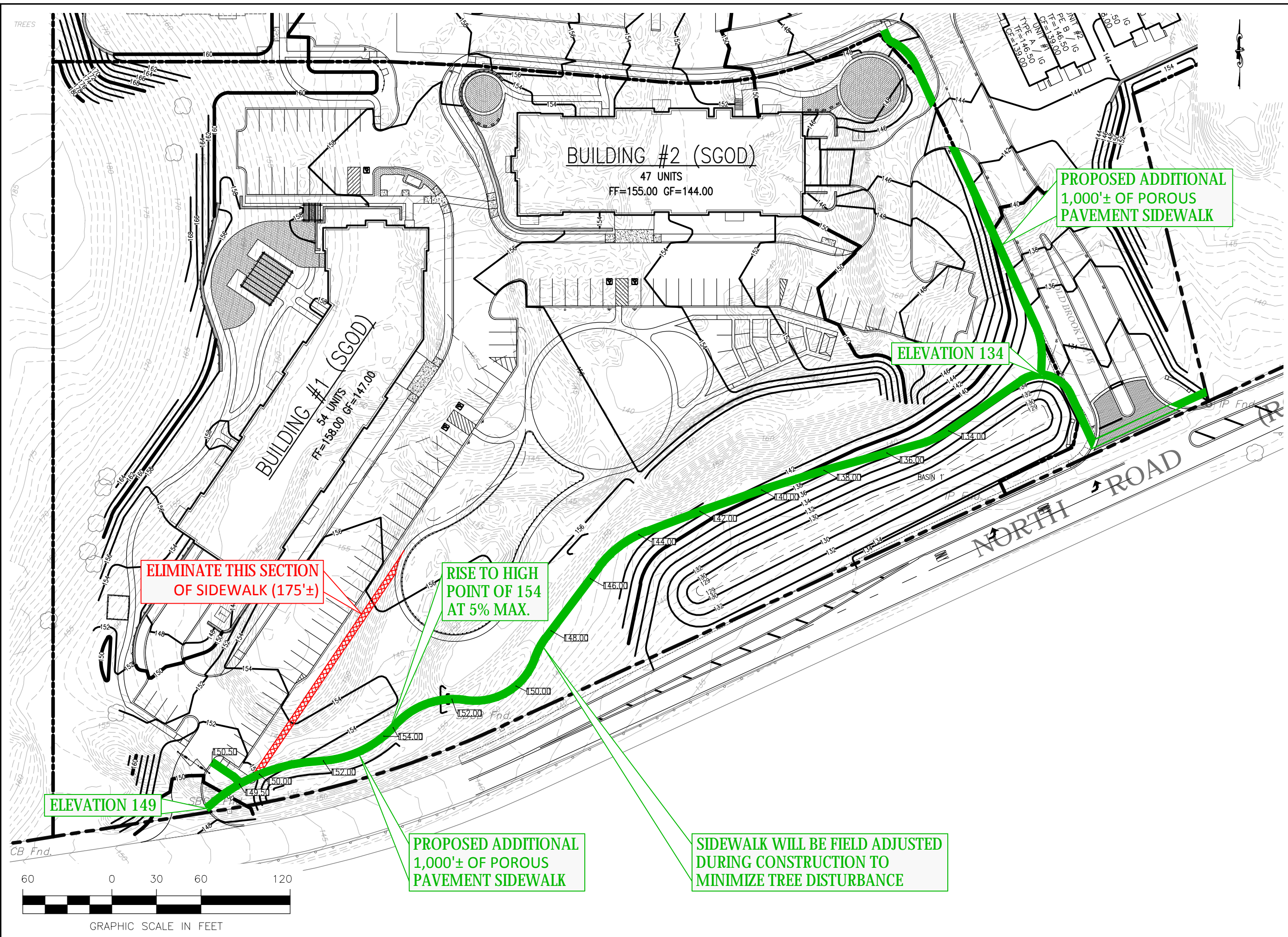
Lisa Kouchakdjian, Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, member of the Sudbury Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Sudbury.

Notary Public
My Commission Expires:



PROPOSED ADDITIONAL SIDEWALK

PROJECT:

COLD BROOK
CROSSING

NORTH ROAD
SUDBURY, MA 01776

PREPARED FOR:

QUARRY NORTH
ROAD LLC

2134 SEVILLA WAY
NAPLES, FL 34109

PREPARED BY:

**Civil Design
Group, LLC**

21 HIGH STREET, SUITE 207
NORTH ANDOVER, MA 01845
www.cdengineering.com
p: 978-794-5400 f: 978-914-6161

STAMP:

DATE: 08/03/2020

Attachment 22.a: Cold Brook Crossing - Sidewalk Easement 230109 (5726 : Sidewalk Easement Cold Brook Crossing)