

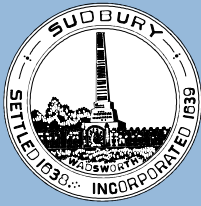
SUDBURY SELECT BOARD  
TUESDAY JULY 16, 2024  
7:00 PM, ZOOM

Item #	Time	Action	Item
	7:00 PM		CALL TO ORDER
			Opening remarks by Chair
			Reports from Town Manager
			Reports from Select Board
			Public comments
<b>CONSENT CALENDAR</b>			
1.		<i>VOTE</i>	Vote to Grant a Special Permit to the Dana-Farber Cancer Institute, to hold the "Pan-Mass Challenge Kids Ride" on Sunday, September 8, 2024, from 8:00 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 insurance liability.
2.		<i>VOTE</i>	Vote to sign Citation recognizing the retirement of 21-year Navy veteran, resident Francis Joseph Mores, Jr.
3.		<i>VOTE</i>	Vote to accept the resignation of Robert Hummel, 414 Dutton Road, from the Housing Trust, and send a thank you letter for his service to the Town.
<b>PUBLIC HEARING</b>			
4.	7:15 PM	<i>VOTE / SIGN</i>	PUBLIC HEARING: Application of Ahara LLC, DBA Zayith Tapas and Bar, 621 Boston Post Road, Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Piyush Kotak, Manager. The premises proposed to be licensed (i.e., 621 Boston Post Road) is approximately 5712 sq ft of floor space (2856 sq ft on the first floor & 2856 sq ft on the second floor). Alcohol served on first floor only.
<b>MISCELLANEOUS</b>			
5.		<i>VOTE</i>	Review letters in support of \$50,000 State budget amendment for Sudbury 250 Committee. Following review, vote to send letters to Rep. Carmine Gentile and Sen. James Eldridge.
6.			Discussion of allocation of \$25,000 in ARPA funds to be expended for Sudbury's commemoration of the 250th Anniversary of the American Revolution in the amount of \$25,000 under the direction

*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. The Chair reserves the right to accept public comment on any item and may establish time limits.*

Item #	Time	Action	Item
			of the Sudbury 250 Committee.
7.			APWA Accreditation: Presentation of APWA Accreditation to the Town of Sudbury. Public Works Director Dan Nason and American Public Works Association (APWA) representative Rich Benevento to attend.
8.		<i>VOTE</i>	Vote to reappoint members to the Zoning Board of Appeals (ZBA).
9.		<i>VOTE</i>	Vote to authorize the Town Manager to sign the Town's new Uber For Business Dashboard Access Agreement with Uber Technologies, Inc. for one (1) year per terms of the existing contract.
10.			Planning update: Open Space Plan Implementation, Master Plan Implementation and Economic Development Consultant Update. Adam Burney, Director of Planning & Community Development, to attend.
11.		<i>VOTE</i>	Pursuant to General Bylaws, Article 1 Town Meetings, vote to hold a Public Hearing at the Select Board meeting of July 30, 2024, 7:15 PM, for the purpose of determining whether a Fall Town Meeting should occur, and to publicize the same.
12.			Discuss topics to be assigned for Summer 2024 - Select Board newsletter.
13.			Upcoming agenda items
14.		<i>VOTE</i>	Review and possibly approve the minutes of 5/6/24
<b>EXECUTIVE SESSION</b>			
15.		<i>VOTE</i>	Vote to enter Executive Session to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares, pursuant to General Laws chapter 30A, §21(a) (exception 3), with respect to the Sudbury Supervisory Association and Laborers International Union.
16.		<i>VOTE</i>	Continue executive session to review and approve executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).
17.		<i>VOTE</i>	Vote to close Executive Session and not resume Open Session.

*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. The Chair reserves the right to accept public comment on any item and may establish time limits.*



SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**CONSENT CALENDAR ITEM**

**1: Pan-Mass Challenge Kids Ride 2024**

REQUESTOR SECTION

Date of request:

Requestor: Tyler Steffey on Behalf of Dana-Farber Cancer Institute

Formal Title: Vote to Grant a Special Permit to the Dana-Farber Cancer Institute, to hold the "Pan-Mass Challenge Kids Ride" on Sunday, September 8, 2024, from 8:00 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 insurance liability.

Recommendations/Suggested Motion/Vote: Vote to Grant a Special Permit to the Dana-Farber Cancer Institute, to hold the "Pan-Mass Challenge Kids Ride" on Sunday, September 8, 2024, from 8:00 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 insurance liability.

Background Information:

Financial impact expected:N/A

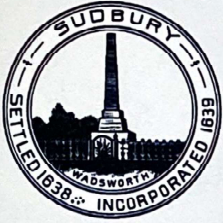
Approximate agenda time requested:

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

07/16/2024 7:00 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](mailto: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 Towns 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 Pan-Mass Challenge Kids Rides (PMC Kids Rides)

Event Name Sudbury Metrowest Pan-Mass Challenge Kids Ride

Organization Address 77 4th Ave, Needham, MA 02494

Name of contact person in charge Tyler Steffey (5 Checkerberry Cir, Sudbury, MA)

Telephone Number(s) of contact [REDACTED]

Email address [REDACTED]

Date of event Sunday, Sept. 8th Rain Date no rain date

Starting time 8:00am Ending time 2:00pm

Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to this application) Curtis: Pratts Mill>Peakham>Austin>Tanbark>Hemlock>Willow>Pratts Mill (2.5 miles)

Anticipated number of participants 50-100 cyclists under 15 /yo

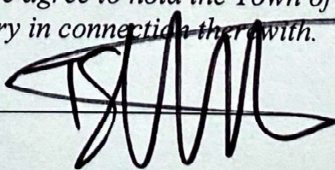
Assembly area (enclose written permission of owner if private property to be used for assembly) \_\_\_\_\_

Curtis Middle School

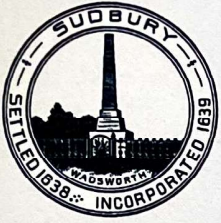
Organization that proceeds will go to Dana-Farber Cancer Institute

Any other important information I am a 12-year PMC rider and a middle school principal. I look forward to leveraging those skills to host a great event.

*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 Tyler Steffey  Date 6/18/2024

Attachment 1: Pan-Mass Challenge Kids Ride 2024, SB, 18 (001) Pan-Mass Challenge Kids Ride 2024



## TOWN OF SUDBURY

Office of Select Board

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

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

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

### 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](mailto:SBadmin@sudbury.ma.us)



Ephraim Curtis Middle School

3R Videos

CAV Custom Solutions

Sudbury Swim & Tennis Club

GenNext Mortgage

# 2024 Pan-Mass Challenge Kids Ride

Sunday, September 8, 2024

## Department Feedback

Department	Staff	Date	Comments
Fire Department	Asst. Chief Choate	7/2/24	FD has no issues.
Highway Department	Dan Nason	7/8/24	The Public Works Department has no issues with this event assuming no resources (personnel, equipment, barricades, cones, barrels, etc.) are required by the Public Works Department.
Park & Recreation	Dennis Mannone	7/3/24	Their field use request form has been submitted and is pending. No other issues.
Police Department	Chief Nix	7/6/24	<p>I have concerns surrounding the route along Peakham Road given the age of participants. Mr. Steffey expressed he understood providing below to address said concerns. No route is perfect but, assuming the mitigation outlined is put forth, I am good with the event moving forward.</p> <p>Resident Response</p> <p>1) I am well connected in the PMC family and in the Sudbury cyclist family. I intend to prioritize assigning volunteers throughout the bigger of the two cycling loops. I plan to have volunteer eyes on every inch of the bigger loop including turns. This will be a top priority on the Peakham corridor.</p> <p>2) I will message to families that smaller children should be accompanied by an adult. If a child has low confidence on the bike saddle, they should be accompanied by an adult at all times. This will be central to my messaging.</p> <p>3) The Peakham corridor is a top priority for me. I will dispatch volunteers to this stretch and ensure that it is a top safety priority.</p>

**Sudbury Public Schools**

Hi Tyler,

That sounds like a wonderful endeavor.

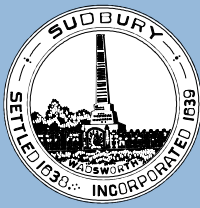
SPS does not have any events scheduled inside Curtis on September 8th. I understand you are looking to use the parking lot and will not need access to the building. We will make a note that you are planning to have the event there, and other community members may use the Wellness space, courts, or basketball hoops. Parks and Rec schedules the fields, so if you have plans for it to flow to the fields at Curtis, you should also check with that department.

I hope you have a restful and family-filled summer.

Let me know if you have any other questions.

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





SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**CONSENT CALENDAR ITEM**

**2: Citation to recognize Veteran retirement**

REQUESTOR SECTION

Date of request:

Requestor: Veterans Agent

Formal Title: Vote to sign Citation recognizing the retirement of 21-year Navy veteran, resident Francis Joseph Mores, Jr.

Recommendations/Suggested Motion/Vote: Vote to sign Citation recognizing the retirement of 21-year Navy veteran, resident Francis Joseph Mores, Jr.

Background Information:

Financial impact expected:

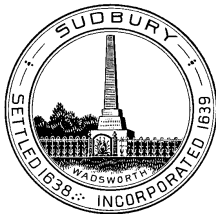
Approximate agenda time requested:

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

07/16/2024 7:00 PM



# Town of Sudbury

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

## *Citation*

- WHEREAS:** Sudbury resident Lieutenant Commander Francis Joseph Mores, Jr. has retired from the United States Navy effective March 1, 2023; and
- WHEREAS:** First and foremost, Lieutenant Commander Mores wishes to thank his family for their support as he served our country as a Naval Officer, and;
- WHEREAS:** He generously passed his 9/11 GI Bill to his daughter for college, and;
- WHEREAS:** Lieutenant Commander Mores served in a very diverse workforce, in leadership positions, mentored others, traveled overseas, bravely served in Operation Iraqi Freedom, and;
- WHEREAS:** As a civilian, Lieutenant Commander Mores is now employed full-time with the US Government and uses valuable skills he learned while enlisted in the Navy, and;

***NOW, THEREFORE, BE IT RESOLVED:***

That we, on behalf of the residents of the Town of Sudbury, are pleased to confer upon you this Citation in recognition of your twenty-one years of dedicated service to the United States Navy, culminating in your role as Lieutenant Commander.

Signed this 16<sup>th</sup> day of July in the year two thousand twenty-four.

**SUDBURY SELECT BOARD**

*Jennifer Roberts*

Jennifer S. Roberts, Chair

*Daniel E. Carty*

Daniel E. Carty, Vice-Chair

*Janie W. Dretler*

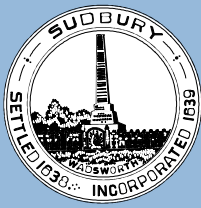
Janie W. Dretler

*Lisa V. Kouchakdjian*

Lisa V. Kouchakdjian

*Charles G. Russo*

Charles G. Russo



SUDBURY SELECT BOARD  
Tuesday, July 16, 2024

**CONSENT CALENDAR ITEM**

**3: Housing Trust resignation**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept the resignation of Robert Hummel, 414 Dutton Road, from the Housing Trust, and send a thank you letter for his service to the Town.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

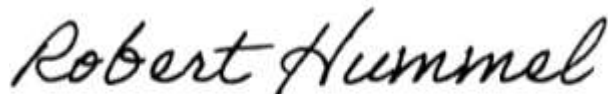
07/16/2024 7:00 PM

**Golden, Patricia**

**From:** Robert Hummel <rhummel90@gmail.com>  
**Sent:** Tuesday, July 2, 2024 12:57 PM  
**To:** Klein, Beth  
**Cc:** Select Board; Cgentile33@gmail.com; Town Clerk  
**Subject:** Re: Resignation of Robert Hummel - Sudbury Housing Trust

Robert Hummel

414 Dutton Road July 2, 2024 Dear Select Board Members, My family and I are moving out of Town. I am writing to inform you about my decision to resign my position on the Sudbury Housing Trust, effective immediately. Thank you for the opportunity to contribute to the Town of Sudbury and the Sudbury Housing



Trust. Sincerely,  
 Robert Hummel

On Tue, Jul 2, 2024 at 11:26 AM Klein, Beth <[KleinB@sudbury.ma.us](mailto:KleinB@sudbury.ma.us)> wrote:

Robert,

Can you please resend me your email with your signature?

Sincerely,

*Beth R. Klein*

**BETH R. KLEIN, CMC, CMMC**

**TOWN CLERK**

**TOWN HALL**

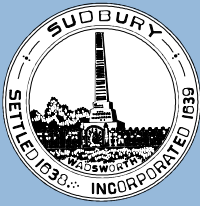
**322 CONCORD ROAD**

**SUDBURY, MA 01776**

**978-639-3351**

**[CLERK@SUDBURY.MA.US](mailto:CLERK@SUDBURY.MA.US)**

Attachment 3.a: RHummel resignation (6308 : Housing Trust resignation)



SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**PUBLIC HEARING**

**4: Zayith Tapas and Bar All Alcohol License Application**

REQUESTOR SECTION

Date of request:

Requestor: Ahara LLC DBA Zayith Tapas and Bar

Formal Title: PUBLIC HEARING: Application of Ahara LLC, DBA Zayith Tapas and Bar, 621 Boston Post Road, Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Piyush Kotak, Manager. The premises proposed to be licensed (i.e., 621 Boston Post Road) is approximately 5712 sq ft of floor space (2856 sq ft on the first floor & 2856 sq ft on the second floor). Alcohol served on first floor only.

Recommendations/Suggested Motion/Vote: Application of Ahara LLC, DBA Zayith Tapas and Bar, 621 Boston Post Road, Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Piyush Kotak, Manager. The premises proposed to be licensed (i.e., 621 Boston Post Road) is approximately 5712 sq ft of floor space (2856 sq ft on the first floor & 2856 sq ft on the second floor). Alcohol served on first floor only.

Background Information:  
Please see attached.

Financial impact expected:\$150 Application Fee

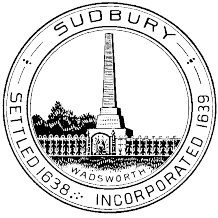
Approximate agenda time requested:

Representative(s) expected to attend meeting: Piyush Kotak, Owner/Manager; Monali Lakhani, Officer/Applicant

Review:

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

07/16/2024 7:00 PM



**TOWN OF SUDBURY**

*Office of Select Board*  
www.sudbury.ma.us

Flynn Building  
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Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756  
Email: [sbadmin@sudbury.ma.us](mailto:sbadmin@sudbury.ma.us)

**LEGAL NOTICE  
TOWN OF SUDBURY**

The Select Board, acting as the Licensing Authority of the Town of Sudbury, will hold a Public Hearing on Tuesday, July 16, 2024 at 7:15 p.m. online via Zoom at <https://us02web.zoom.us/j/360217080> and in-person at Town Hall, 322 Concord Road, Sudbury, MA on the following application:

Application of Ahara LLC, DBA Zayith Tapas and Bar, 621 Boston Post Road, Sudbury, for a Restaurant License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, Piyush Kotak, Manager. The premises proposed to be licensed (i.e., 621 Boston Post Road) is approximately 5712 sq ft of floor space (2856 sq ft on the first floor & 2856 sq ft on the second floor). Alcohol served on first floor only.

**SELECT BOARD**

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For publication: *Middlesex Daily News* June 17, 2024

Date: June 12, 2024

cc: Applicants  
Abutters

Attachment4.a: Legal Notice\_Zayith Tapas\_New AA Restaurant (6274 : Zayith Tapas and Bar All Alcohol License Application)

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



APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Is this license application pursuant to special legislation?  Yes  No Chapter  Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name  FEIN

DBA  Manager of Record

Street Address

Phone  Email

Alternative Phone  Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Square Footage:	<input type="text" value="2856"/>	Number of Entrances:	<input type="text" value="2"/>	Seating Capacity:	<input type="text" value="50"/>
Number of Floors:	<input type="text" value="2"/>	Number of Exits:	<input type="text" value="3"/>	Occupancy Number:	<input type="text" value="55"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:  Phone:

Manager Email:

**5. CORPORATE STRUCTURE**

Entity Legal Structure	LLC	Date of Incorporation	08/19/2014
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A

Name of Principal	Residential Address	SSN	DOB
<b>Piyush Kotak</b>	11 Hill St. Westford, MA 01886	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	51	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<b>Monali Lakhani</b>	10 Apple Orchard Dr. Billerica, MA 01821	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	49	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**  
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.  Yes  No

Attachment4.b: Zayith Tapas Application\_SB (6274 : Zayith Tapas and Bar All Alcohol License Application)



6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Table with 4 columns: Name, License Type, License Name, Municipality. All cells are empty.

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Table with 4 columns: Name, License Type, License Name, Municipality. All cells are empty.

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Table with 4 columns: Date of Action, Name of License, City, Reason for suspension, revocation or cancellation. All cells are empty.

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
• If leasing or renting the premises, a signed copy of the lease is required.
• If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
• If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease [dropdown arrow]

Landlord Name 621 Boston Post Rd. Realty Trust

Landlord Phone 617-775-7300

Landlord Email ztuck@theblakelygroup.com

Landlord Address 68 Howard St. Brookline, MA 02445

Lease Beginning Date 05/10/2024

Rent per Month [redacted]

Lease Ending Date Five years from commence

Rent per Year [redacted]

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

Attachment 4.b: Zayith Tapas Application\_SB (6274 : Zayith Tapas and Bar All Alcohol License Application)

APPLICATION FOR A NEW LICENSE

**8. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	36,000.00
D. Total Cost	36,000.00

\*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

**SOURCE OF CASH CONTRIBUTION**

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Piyush Kotak (Ahara LLC) & Monali Lakhani	30,000.00 + 15,000.00
<b>Total</b>	<b>45,000.00</b>

**SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 13B
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

**9. PLEDGE INFORMATION**

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

Please indicate what you are seeking to pledge (check all that apply)  License  Stock  Inventory

To whom is the pledge being made?

**10. MANAGER APPLICATION**

**A. MANAGER INFORMATION**

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

Proposed Manager Name  Date of Birth  SSN

Residential Address

Email  Phone

Please indicate how many hours per week you intend to be on the licensed premises

**B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?  Yes  No \*Manager must be a 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

**C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name

**D. 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  Date

Attachment 4.b: Zayith Tapas Application\_SB (6274 : Zayith Tapas and Bar All Alcohol License Application)

### 11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes  No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

### 11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

#### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

### 11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

#### LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

Attachment 4.b: Zayith Tapas Application\_SB (6274 : Zayith Tapas and Bar All Alcohol License Application)

**11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

**11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

**11F. TERMS OF AGREEMENT**

- a. Does the agreement provide for termination by the licensee? Yes  No
- b. Will the licensee retain control of the business finances? Yes  No
- c. Does the management entity handle the payroll for the business? Yes  No

d. Management Term Begin Date  e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

**ABCC Licensee Officer/LLC Manager**

Signature:

Title:

Date:

**Management Agreement Entity Officer/LLC Manager**

Signature:

Title:

Date:

**ENTITY VOTE**

The Board of Directors or LLC Managers of  Entity Name

duly voted to apply to the Licensing Authority of  and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

For the following transactions (Check all that apply):


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

"VOTED: To authorize  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  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,  
  
\_\_\_\_\_  
Corporate Officer /LLC Manager Signature

For Corporations ONLY  
A true copy attest,  
\_\_\_\_\_  
Corporation Clerk's Signature

PIYUSH KOTAK  
(Print Name)

\_\_\_\_\_  
(Print Name)

Attachment4.b: Zayith Tapas Application\_SB (6274 : Zayith Tapas and Bar All Alcohol License Application)

**ADDITIONAL INFORMATION**

4.b

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

[Empty space for providing additional information]

Attachment 4.b: Zayith Tapas Application\_SB (6274 : Zayith Tapas and Bar All Alcohol License Application)

**APPLICANT'S STATEMENT**

I, Piyush Kotak the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

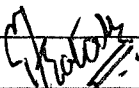
of Ahara LLC  
Name of the Entity/Corporation

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 this 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.

Attachment 4.b: Zayith Tapas Application\_SB (6274 : Zayith Tapas and Bar All Alcohol License Application)

Signature: 

Date: 05/14/2024

Title: Manager



6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

[Empty text box for Entity Name]

Percentage of Ownership in Entity being Licensed  
(Write "NA" if this is the entity being licensed)

[Empty text box for Percentage of Ownership]

Name of Principal

Residential Address

SSN

DOB

[Empty text box for Name of Principal]

[Empty text box for Residential Address]

[Empty text box for SSN]

[Empty text box for DOB]

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

[Empty text box for Title and or Position]

[Empty text box for Percentage of Ownership]

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

[Empty text box for Name of Principal]

[Empty text box for Residential Address]

[Empty text box for SSN]

[Empty text box for DOB]

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

[Empty text box for Title and or Position]

[Empty text box for Percentage of Ownership]

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

[Empty text box for Name of Principal]

[Empty text box for Residential Address]

[Empty text box for SSN]

[Empty text box for DOB]

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

[Empty text box for Title and or Position]

[Empty text box for Percentage of Ownership]

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

[Empty text box for Name of Principal]

[Empty text box for Residential Address]

[Empty text box for SSN]

[Empty text box for DOB]

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

[Empty text box for Title and or Position]

[Empty text box for Percentage of Ownership]

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

[Empty text box for Name of Principal]

[Empty text box for Residential Address]

[Empty text box for SSN]

[Empty text box for DOB]

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

[Empty text box for Title and or Position]

[Empty text box for Percentage of Ownership]

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

[Empty text box for Name of Principal]

[Empty text box for Residential Address]

[Empty text box for SSN]

[Empty text box for DOB]

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

[Empty text box for Title and or Position]

[Empty text box for Percentage of Ownership]

Yes  No

Yes  No

Yes  No

Name of Principal

Residential Address

SSN

DOB

[Empty text box for Name of Principal]

[Empty text box for Residential Address]

[Empty text box for SSN]

[Empty text box for DOB]

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

[Empty text box for Title and or Position]

[Empty text box for Percentage of Ownership]

Yes  No

Yes  No

Yes  No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

Attachment4.b: Zayith Tapas Application\_SB (6274 : Zayith Tapas and Bar All Alcohol License Application)

## Secretary of the Commonwealth of Massachusetts

William Francis Galvin

### Business Entity Summary

ID Number: 001144713

Request certificate

New search

Summary for: AHARA LLC

<b>The exact name of the Domestic Limited Liability Company (LLC):</b> AHARA LLC		
<b>Entity type:</b> Domestic Limited Liability Company (LLC)		
<b>Identification Number:</b> 001144713		
<b>Date of Organization in Massachusetts:</b> 08-19-2014		<b>Date of Revival:</b>
<b>Last date certain:</b>		
<b>The location or address where the records are maintained</b> (A PO box is not a valid location or address):		
Address: 11 HILL ST		
City or town, State, Zip code, WESTFORD, MA 01886 USA		
Country:		
<b>The name and address of the Resident Agent:</b>		
Name: PIYUSH KOTAK		
Address: 11 HILL ST		
City or town, State, Zip code, WESTFORD, MA 01886 USA		
Country:		
<b>The name and business address of each Manager:</b>		
<b>Title</b>	<b>Individual name</b>	<b>Address</b>
MANAGER	MONALI LAKHANI	10 APPLE ORCHARD DR. BILLERICA, MA 01821 USA USA
<b>In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:</b>		
<b>Title</b>	<b>Individual name</b>	<b>Address</b>
SOC SIGNATORY	PIYUSH KOTAK	11 HILL ST WESTFORD, MA 01886 USA
SOC SIGNATORY	KARISHMA KOTAK	11 HILL ST WESTFORD, MA 01886 USA
<b>The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:</b>		
<b>Title</b>	<b>Individual name</b>	<b>Address</b>
REAL PROPERTY	PIYUSH KOTAK	11 HILL ST WESTFORD, MA 01886 USA

Attachment4.b: Zayith Tapas Application\_SB (6274 : Zayith Tapas and Bar All Alcohol License Application)

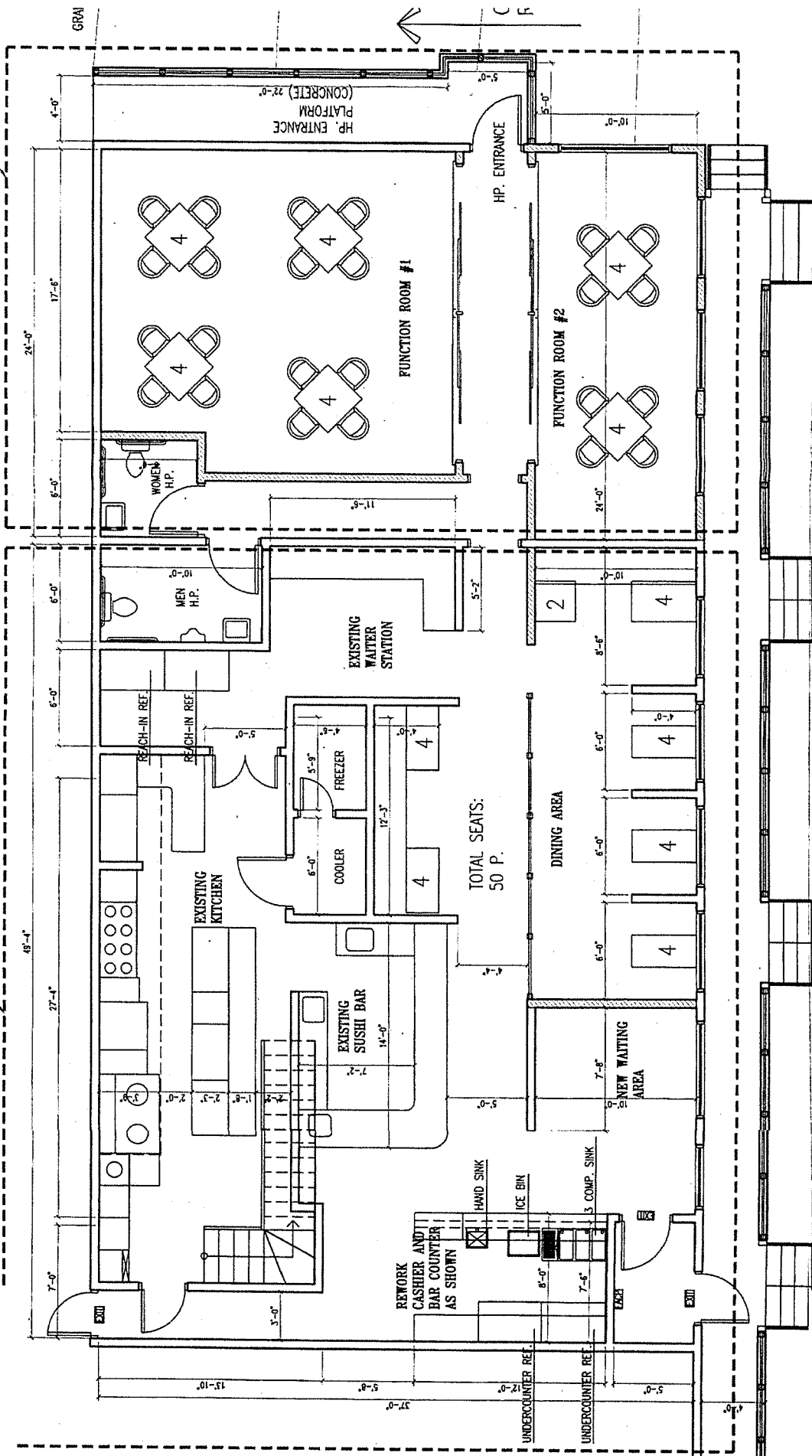
REAL PROPERTY	KARISHMA KOTAK	11 HILL ST WESTFORD, MA 01886 USA
<input type="checkbox"/> Consent	<input type="checkbox"/> Confidential Data	<input type="checkbox"/> Merger Allowed
<input type="checkbox"/> Manufacturing		
<b>View filings for this business entity:</b>		
<p>ALL FILINGS</p> <p>Annual Report</p> <p>Annual Report - Professional</p> <p>Articles of Entity Conversion</p> <p>Certificate of Amendment</p> <p>Certificate of Cancellation</p>		
<a href="#">View filings</a>		
<b>Comments or notes associated with this business entity:</b>		

[New search](#)

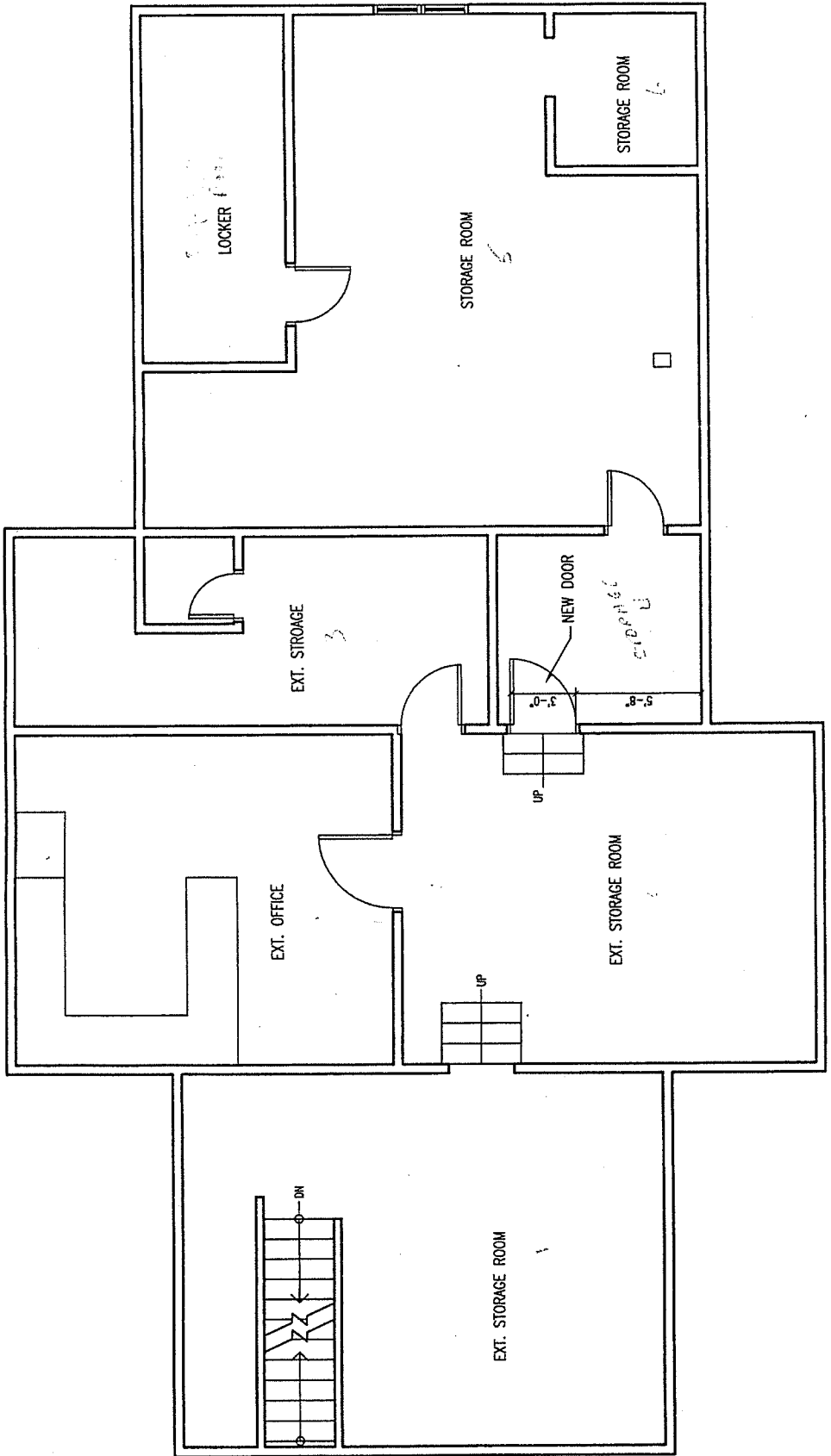
Attachment4.b: Zayith Tapas Application\_SB (6274 : Zayith Tapas and Bar All Alcohol License Application)

PROPOSED

EXISTING RESTAURANT LAYOUT



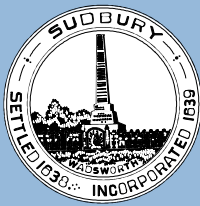
GR



## Zayith Tapas and Bar – All Alcohol Restaurant License Department Feedback

Department	Staff	Date	Comments
Building Department	Andrew Lewis	6/13/24	The Building and Fire Dept. must do an inspection before they can open for business. I have no issue with an alcohol license.
Fire Department	Asst. Chief Choate	6/14/24	FD has no issues and as Bldg. Cmm'r Lewis stated we will need to do a life safety and suppression system inspection prior to opening.
Health Department	Vivian Zeng	7/9/24	Did the walkthrough today with Monali and her team. I have a list of items for them to work towards, but otherwise have no issues with them moving forward on their licensing.
Police Department	Chief Nix	6/12/24	Assuming all documents regarding financials/CORI are acceptable we are good with the application.

Town Counsel Brian Riley review completed 6/17/24



SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**MISCELLANEOUS (UNTIMED)**

**5: Letters of support \$50K for Sudbury 250**

REQUESTOR SECTION

Date of request:

Requestor: Town Manager Sheehan

Formal Title: Review letters in support of \$50,000 State budget amendment for Sudbury 250 Committee. Following review, vote to send letters to Rep. Carmine Gentile and Sen. James Eldridge.

Recommendations/Suggested Motion/Vote: Review letters in support of \$50,000 State budget amendment for Sudbury 250 Committee. Following review, vote to send letters to Rep. Carmine Gentile and Sen. James Eldridge.

Background Information:

Rep. Carmine Gentile successfully introduced an amendment to a State funding bill to provide \$50,000 for Sudbury 250 Committee. This item asks the Select Board to review and approve the letters of support.

Financial impact expected:

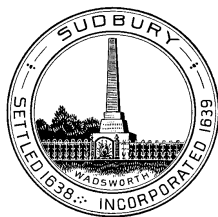
Approximate agenda time requested:

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

07/16/2024 7:00 PM



## Town of Sudbury Select Board

278 Old Sudbury Road  
Sudbury, MA 01776-1843  
978-639-3381  
selectboard@sudbury.ma.us

July 16, 2024

Representative Carmine Gentile  
State House, Room 167  
Boston, MA 02133-1054

Dear Representative Gentile:

In December 2023, the Sudbury Select Board established the Sudbury 250 Committee to plan for the commemoration of the 250th Anniversary of the commencement of the American Revolution. The committee will sponsor activities to commemorate and celebrate the place of Sudbury in the history of our nation.

We, the Sudbury Select Board, wish to thank you for successfully introducing an amendment to a State funding bill to provide \$50,000 in support of the Sudbury 250 committee's Anniversary activities.

We strongly support this submitted budget amendment.

Thank you for your continued support of Sudbury.

### SUDBURY SELECT BOARD

*Jennifer Roberts*  
Jennifer S. Roberts, Chair

*Daniel E. Carty*  
Daniel E. Carty, Vice-Chair

*Janie W. Dretler*  
Janie W. Dretler

*Lisa V. Kouchakdjian*  
Lisa V. Kouchakdjian

*Charles G. Russo*  
Charles G. Russo





## Town of Sudbury Select Board

278 Old Sudbury Road  
Sudbury, MA 01776-1843  
978-639-3381  
selectboard@sudbury.ma.us

July 16, 2024

Senator James B. Eldridge  
State House, Room 413-A  
Boston, MA 02133

Dear Senator Eldridge:

In December 2023, the Sudbury Select Board established the Sudbury 250 Committee to plan for the commemoration of the 250th Anniversary of the commencement of the American Revolution. The committee will sponsor activities to commemorate and celebrate the place of Sudbury in the history of our nation.

Representative Carmine Gentile successfully introduced an amendment to a State funding bill to provide \$50,000 in support of the Sudbury 250 committee's Anniversary activities.

We strongly support Rep. Gentile's submitted budget amendment and urge your support as well.

Thank you for your consideration in this matter.

### SUDBURY SELECT BOARD

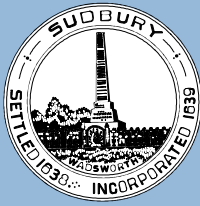
*Jennifer Roberts*  
Jennifer S. Roberts, Chair

*Daniel E. Carty*  
Daniel E. Carty, Vice-Chair

*Janie W. Dretler*  
Janie W. Dretler

*Lisa V. Kouchakdjian*  
Lisa V. Kouchakdjian

*Charles G. Russo*  
Charles G. Russo



SUDBURY SELECT BOARD  
Tuesday, July 16, 2024

**MISCELLANEOUS (UNTIMED)**

**6: ARPA Allocation for Sudbury 250 Commemoration**

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Discussion of allocation of \$25,000 in ARPA funds to be expended for Sudbury's commemoration of the 250th Anniversary of the American Revolution in the amount of \$25,000 under the direction of the Sudbury 250 Committee.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:\$25,000 in ARPA funds

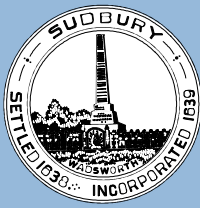
Approximate agenda time requested:

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

07/16/2024 7:00 PM



SUDBURY SELECT BOARD  
Tuesday, July 16, 2024

**MISCELLANEOUS (UNTIMED)**

**7: APWA Accreditation**

REQUESTOR SECTION

Date of request:

Requestor: Dan Nason, DPW Director

Formal Title: APWA Accreditation: Presentation of APWA Accreditation to the Town of Sudbury. Public Works Director Dan Nason and American Public Works Association (APWA) representative Rich Benevento to attend.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Dan Nason, DPW Director; Rich Benevento, Tighe Bond

Review:

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

07/16/2024 7:00 PM



ENGINEERING • HIGHWAY • PARKS & GROUNDS • TRANSFER STATION • TREES & CEMETERY

275 Old Lancaster Road, Sudbury, MA 01776 T: (978) 440-5421 F: (978) 440-5404  
Daniel F. Nason, Director

\*\*\* PRESS RELEASE \*\*\*

## Sudbury, MA Public Works Department Achieves American Public Works Association Accreditation

**SUDBURY, MA – June 25, 2024** – The Sudbury Public Works Department has recently received full accreditation from the American Public Works Association (APWA). This accreditation formally verifies and recognizes that the agency is in full compliance with the recommended management practices set forth in APWA’s *Public Works Management Practices Manual*.

Open to all governmental agencies with responsibilities for public works functions, initial accreditation from APWA is for a four-year period, during which time semi-annual updates will be required to demonstrate continuing compliance. After that time, there is a re-accreditation process that builds on the original accreditation, encouraging continuous improvement and compliance with newly identified practices.

The purpose of accreditation is to promote excellence in the operation and management of a public works agency, its programs, and its employees. Accreditation is designed to assist the agency in the continuous improvement of operations and management, and in providing a valid and objective evaluation of agency programs as a service to the public and the profession.

“The Sudbury Public Works Department has dedicated itself to continuous improvement, excellence, and innovation. This illustrates itself in the accomplishments of our incredible team of public works professionals here whose mission is to provide exemplary services and programs that contribute to making Sudbury, Massachusetts a great place to live and work” says the Director of Public Works Daniel Nason.

APWA’s accreditation process includes five major steps:

- **Self-Assessment:** Using the Public Works Management Practices Manual, an internal review of an agency’s practices combined with a comparison of the recommended practices contained in the manual;
- **Application:** Once the decision has been made to commit to the Accreditation Program, the agency submits a formal application;
- **Improvement:** After the agency has completed the self-assessment and identified areas needing improvement, the agency will work to bring all practices into an acceptable level of compliance with the recommended practices;
- **Evaluation:** Following the completion of the improvement phase, the agency will request a site visit. The site visit will consist of a review and evaluation of the agency to determine the level of compliance with all applicable practices.
- **Accreditation:** The Accreditation Council will review the site visit results and recommendations from the team, voting to award or deny accreditation.

Formally awarded the prestigious accreditation by APWA's Accreditation Council, the Sudbury Public Works Department is the third agency in the State of Massachusetts. In addition to Sudbury, the accredited agencies in Massachusetts include the towns of Brookline and Lexington.

For more information about APWA Accreditation, please contact APWA Accreditation Manager, Nicole Shoemaker, at [nshoemaker@apwa.org](mailto:nshoemaker@apwa.org), or (816)595-5294.

### **About APWA**

The American Public Works Association ([www.apwa.org](http://www.apwa.org)) is a not-for-profit, international organization with more than 32,000 members involved in the field of public works. APWA serves its members by promoting professional excellence and public awareness through education, advocacy, and the exchange of knowledge. APWA is headquartered in Kansas City, MO, has an office in Washington, DC, and 63 chapters in North America.



**From:** Nicole Shoemaker  
**Sent:** Tuesday, June 25, 2024 5:29 PM  
**To:** Nason, Dan  
**Subject:** APWA Accreditation Letter of Confirmation - Congratulations!

Good afternoon, Dan,

I'm pleased to share the Accreditation Council's decision in the attached letter of accreditation for your agency. **Congratulations on your success!**

In about 4 weeks you will receive two plaques via mail. Here is a list of the other items regarding recognition:

1. **Media Announcement** - I have attached the announcement for you to modify as you wish and forward to any of the media outlets you want. Please feel free to contact me for any additional information.
2. **Accreditation Logo** – Due to size limitations, we will share the official accredited agency logo in multiple formats in a separate message. You may use the logo on letterhead, emails, web pages, uniforms, hats, and vehicles. Feel free to reproduce it accordingly. We love to see photos of how each agency has utilized the logo, so please share any with us.
3. **The agency's digital badge** – Dan, you will receive a separate message from [Accredible.com](https://www.Accredible.com) with your agency's digital badge for use over the next four years. Please first check your spam or junk folders. If an email is not there, please let me know and we will re-send it. Your badge is available in an online format so you can retrieve it anywhere at any time, and easily share the details of your achievement. The badge can also be downloaded or added to your email signature.
4. **Article for the APWA Reporter magazine.** We would love to hear why your agency decided to work toward becoming accredited, the benefits you have experienced, or any other helpful discussion that you would like to share with other agencies. You have a story to tell that other agencies would be interested in hearing and could benefit from. An article should be at least 1,200 words and can include pictures. This is a great opportunity to promote the success of your agency.
5. **Final Evaluation Report** – I have attached the final evaluation report for your review. The evaluators may have included suggestions that you may find helpful for continuous improvement of your documentation.
6. **Formal presentation** – I can reach out to the regional director to let her know of your achievement. If interested in an in-person presentation, please let me know what your availability is and I will help to schedule with her calendar. Most agencies wait until after they receive the plaques for photos. In place of an in-person presentation, we can also do a recorded message.

Please let me know if there are concerns about any of the listed items, and if possible, let me know what potential dates you would like to consider for a presentation. **It was a pleasure working with you to achieve accreditation and learn more about your operations.** We will also contact you in two years to submit a mid-term report and look forward to assisting you with re-accreditation in four years!

Additionally, if you or any of your staff who participated in the accreditation process would like to serve as volunteer evaluators, we would happily welcome your contribution to the program. As I hope you

saw, evaluations can be learning experiences for all involved and a wonderful way to meet/connect with other public works professionals. If you are interested, please let us know.

Congratulations again,  
Nicole



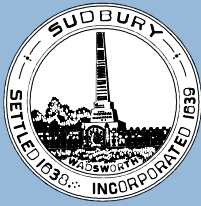
Nicole Shoemaker, MPA  
Accreditation Manager

t: (816) 595-5294

e: [nshoemaker@apwa.org](mailto:nshoemaker@apwa.org) | w: [www.apwa.org](http://www.apwa.org)

a: 1200 Main Street, Suite 1400, Kansas City, MO 64105





SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**MISCELLANEOUS (UNTIMED)**

**8: Zoning Board of Appeals (ZBA) reappointments**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to reappoint members to the Zoning Board of Appeals (ZBA).

Recommendations/Suggested Motion/Vote: Vote to reappoint members to the Zoning Board of Appeals (ZBA).

Background Information:

Financial impact expected:

Approximate agenda time requested:

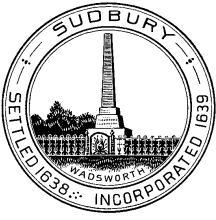
Representative(s) expected to attend meeting:

Review:

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

07/16/2024 7:00 PM





# Town of Sudbury

## Zoning Board of Appeals

appeals@sudbury.ma.us

Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776  
978-639-3387  
Fax: 978-639-3314  
www.sudbury.ma.us/boardofappeals

July 11, 2024

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

Re: Appointments to the Zoning Board of Appeals and Earth Removal Board

Dear Chair Roberts:

At their meeting on June 17, 2024, in furtherance of section 3 c. of the Select Board Appointment Policy, the Zoning Board of Appeals voted unanimously, 5-0, to recommend the Select Board reappoint the following incumbent candidates:

Jonathan G. Gossels as a Member of the Board of Appeals;

John D. Riordan as a Member of the Board of Appeals;

Jeffrey R. Rose as a Member of the Earth Removal Board, and an Associate Member of the Zoning Board of Appeals.

Reappointment for Bill Ray as an associated member was discussed and agreed upon.

Therefore, I am writing to recommend the Select Board make the above referenced appointments to the Zoning Board of Appeals, and the Earth Removal Board. I would like to request the Select Board consider these recommendations at an upcoming meeting.

Ben Stevenson has expressed no interest in reappointment.

Please do not hesitate to contact me if you have any questions about these candidates, and advise if you think interviews with the candidates will be necessary. Thank you.

On behalf of the Zoning Board of Appeals,

***John D. Riordan***

John D. Riordan  
Chair

cc: Adam Burney, Director, Planning and Community Development Department  
Jonathan Patch, Chair, Earth Removal Board

**From:** Perry, Beth  
**Sent:** Thursday, July 11, 2024 12:09 PM  
**To:** Frank, Leila; John Riordan  
**Cc:** Golden, Patricia; Burney, Adam  
**Subject:** RE: Letter of Recommendation 240618

Hello,

Michael Hershberg is not on the updated letter as he membership was not discussed.

It will be added to the next ZBA meeting on August 5, 2024.

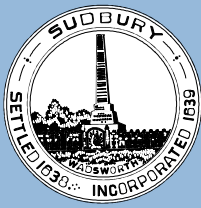
If there are any questions please do not hesitate to ask.

*Beth Perry*

Planning & Zoning Coordinator,  
Planning Community Development Department  
Town of Sudbury | Flynn Building, 278 Old Sudbury Road | Sudbury, MA 01776  
T 978-639-3389 [www.sudbury.ma.us](http://www.sudbury.ma.us)

Attachment 8.b: ZBA Recommendation Supp Email 07.11.24 (6279 : Zoning Board of Appeals (ZBA) reappointments)

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SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**MISCELLANEOUS (UNTIMED)**

**9: Renew Uber agreement for 1 year**

REQUESTOR SECTION

Date of request:

Requestor: Adam Burney and Transportation Committee

Formal Title: Vote to authorize the Town Manager to sign the Town's new Uber For Business Dashboard Access Agreement with Uber Technologies, Inc. for one (1) year per terms of the existing contract.

Recommendations/Suggested Motion/Vote: Vote to authorize the Town Manager to sign the Town's new Uber For Business Dashboard Access Agreement with Uber Technologies, Inc. for one (1) year per terms of the existing contract.

Background Information:  
see attached existing agreement for reference

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

07/16/2024 7:00 PM

**UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT**

This Cover Sheet (“**Cover Sheet**”) is entered into as of the last signature date set forth below (“**Effective Date**”) by and between **UBER TECHNOLOGIES, INC.**, located at 1455 Market Street, Suite 400, San Francisco, CA 94103 (“**Uber**”) and the Town of Sudbury, Massachusetts (“**Town**”).

**Town Information:**

Name:	Town of Sudbury, Massachusetts
Address:	322 Concord Road, Sudbury, MA 01776
Contact Name:	Adam Duchesneau
Contact Email:	DuchesneauA@sudbury.ma.us

This Cover Sheet sets forth the terms of certain promotional, marketing and other business activities to be undertaken in connection with Uber’s technology systems that enables the Town’s Qualified Riders (“Users”) with an Uber Rider Account to request on-demand ground transportation (the “**Program**”). Capitalized terms used but not otherwise defined in this Cover Sheet shall have the respective meanings ascribed to such terms in the Terms and Conditions (the “**Terms**”), attached hereto and incorporated herein. In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms:

**Program Details:**

Collaborative Goals:	<p><b>Collaborative goals of our partnership:</b></p> <ol style="list-style-type: none"> <li>1. The objective of this pilot program is to improve the provision of transportation services for the Town’s Users, who include senior residents over fifty years of age, persons with disabilities, low-income and financially vulnerable residents, and veterans, by providing on-demand access to transportation to health and community centers where existing public transportation, paratransit, public vans, and shuttles do not provide such transit. The Town seeks to enhance its dedication to safety and accessibility of services for its Users.</li> <li>2. Successfully onboard all Users to Uber’s Dashboard and ensure access to Uber’s vehicles, including but not limited to Uber’s wheelchair-accessible vehicles (“<b>WAV</b>”).</li> <li>3. Receive dedicated account support from Uber.</li> <li>4. Simplify the ground transportation and WAV booking and expense process for Users in the Town.</li> </ol>
Launch	<p>The Town will work in good faith to meet the following goals; provided, however, that if the Town does not meet the following goals it will not be deemed a breach of this Agreement:</p> <p><b>Launch</b></p> <p><b>1. Launch: Before December 31<sup>st</sup>, 2020</b></p> <p><b>Announcement &amp; Invitation</b></p> <ol style="list-style-type: none"> <li>1. The Town shall announce and publicize the launch of the pilot program to Users prior to uploading any Users’ information to the Dashboard.</li> <li>2. Once the Town registers all Users, the Town shall upload their information via the Dashboard.</li> <li>3. The Town shall follow Uber’s customary onboarding processes for registering the Users.</li> </ol> <p>After the Town provides Uber Linking Data, Uber shall identify Users in the Town who have registered and automatically create a new Enterprise Profile, distinct from the User’s Personal Profile, which will allow the User to link to the Town’s subsidized account for Users, after agreeing to the necessary consent. The Town shall not be billed for non-subsidized rides or rides of non-qualified Users.</p>
Uber for Business Elements:	<p>Uber will provide the following in connection with the relationship:</p> <ol style="list-style-type: none"> <li>1. <b>Insurance</b> <ol style="list-style-type: none"> <li>a. Uber shall provide Town insurance in accordance with this Agreement. The Town shall be covered as an additional insured on a blanket basis under Uber’s commercial general liability and commercial automobile liability insurance policies, under which such coverage is provided where required by written contract.</li> </ol> </li> </ol>

Attachment9.a: Dashboard Agreement 201015 (6311 : Renew Uber agreement for 1 year)

**2. Policy Support**

- a. Uber shall work directly with the Town on adapting the travel policy to include Uber as a preferred option for ground transportation, although Uber shall not be the only option for ground transportation for Users.

**3. Enhanced Experience – Uber shall:**

- a. Include logo for Town’s Go Sudbury! Program in the Uber App to indicate to Users that the Town is enrolled in and subsidizing the Program.
- b. Provide Enterprise Profile ride awareness features.
- c. Integrate expense systems, if such feature is included in the Terms.
- d. Provide 24/7, global technical support.
- e. Provide means for Users to use WAV, and any other features as necessary to accommodate Users with disabilities.

**4. Custom Onboarding & Education**

- a. Uber shall work with the Town on creating and executing an implementation plan to onboard and educate Users about the program and about Uber.
- b. Uber shall create custom marketing materials to support the Town's program.
- c. Uber shall dedicate an onboarding specialist assigned to the Town.

**5. Access to use the Uber for Business Dashboard:**

**Data and Reporting**

- a. Detailed In-Dashboard Data – rich trip data on all User trips
- b. Detailed Reporting – enhanced, detailed reporting
- c. Data Export – export trips from the dashboard via CSV
- d. Trip Search – ability to filter and manage trips from within the Town’s Uber for Business Dashboard
- e. Lifetime Trip History – access to data on User trips over the duration of the contract.
- f. Trips API – access to the Uber for Business trip data API

**Policies & Controls**

- a. User Administration – quickly add or remove Users to Town’s Account
- b. Expense Codes – expense code lists, requirements, and automations
- c. Manual Trip Review – manually review out of policy rides
- d. Automated Trip Review – machine learning, automated trip review to remove out of policy rides

**Billing & New Features**

- a. Monthly Billing – bill User trips on a single account once a month
- b. Preferred Partner – option for advanced access of select new Uber for Business features, provided, however, that Uber will not be the only available ground transportation option for Users.

**6. Duty of Care**

- a. International SOS’s Travel Tracker

**7. Systems Implementation**

- a. Uber shall work with the Town to integrate Uber systems.

**8. Client Strategy and Partner Management. Uber shall provide:**

- a. A dedicated strategic partner manager
- b. Quarterly business reviews
- c. 24/7 global business support

The Town’s Elements:	The Town will provide the following in connection with the Program: <b>1. Messaging to all Users</b>
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Attachment 9.a: Dashboard Agreement 201015 (6311 : Renew Uber agreement for 1 year)

	<p>a. The Town shall send quarterly dedicated emails to Users encouraging their use of Uber as a preferred option for ground transportation, provided, however, that Uber is not the only option available to Users for their ground transportation needs.</p> <p><b>2. Town References</b></p> <p>a. The Town shall be available for three (3) reference calls in each calendar quarter after the Effective Date</p>
Term:	Unless otherwise terminated pursuant to the terms set forth in the Terms and Conditions, the "Term" shall commence on the Effective Date and continue through one (1) year, with continuing one (1) year renewal periods thereafter, for up to three years total.

This Agreement consists of this Cover Sheet and the Terms attached hereto and incorporated into this Agreement. In the event of a conflict between the Cover Sheet and the Terms, the Cover Sheet shall prevail. An authorized representative of each party has caused this Agreement to be duly executed as of the Effective Date.

**UBER TECHNOLOGIES, INC.**

By: *Dmitriy Vanchugov*  
D356637478AE4EF...

Name: Dmitriy Vanchugov

Title: Head of Transit Partnerships

Date: October 15, 2020

**THE TOWN OF SUDBURY, MASSACHUSETTS**

By: *Henry L. Hayes, Jr.*  
8169F473C91143B

Name: Henry L. Hayes, Jr.

Title: Town Sudbury, Town of Sudbury

Date: October 15, 2020

Attachment9.a: Dashboard Agreement 201015 (6311 : Renew Uber agreement for 1 year)

## TERMS AND CONDITIONS

1. **Incorporation.** These Terms are expressly incorporated into and made a part of the Cover Sheet(s) (“**Cover Sheet**”) between Uber and The Town (the Cover Sheet and Terms, collectively, the “**Agreement**”). The Town agrees to establish an Uber for Business account (“**Corporate Account**”) pursuant to the terms and conditions of this Agreement. These Terms set forth the terms under which the Town’s Users may utilize the Uber Service in connection with the Town’s Corporate Account.

2. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue throughout the Term specified on the Cover Sheet, unless earlier terminated as provided herein, for up to a three year term. Either party shall provide at least thirty (30) days written notice prior to the expiration of the then-current term if either party intends not to renew the terms of this Agreement, as applicable pursuant to the terms of the Cover Sheet. Either party may also terminate this Agreement (i) in the event of a material breach by the other party if the breach is not cured by the other party within thirty (30) days’ notice thereof by the non-breaching party, (ii) in its entirety at any time without cause by giving thirty (30) days prior written notice of termination to the other party, or (iii) immediately upon notice to the other party in the event the other party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law. Accrued and outstanding payment obligations, Sections 1, 3, 7, 8, 10 – 14, and the last sentence of this Section 2 shall survive the expiration or termination of this Agreement.

### 3. Fees and Payment.

3.1. **Technology Service Fees.** The calculation of the Technology Service Fees are set forth on the Cover Sheet. Technology Service Fees shall be paid pursuant to Section 3.3.3 below.

3.2. **User Charges.** All User Charges shall be paid in the ordinary course of use of the Uber Services through the payment card associated with the applicable Enterprise Profile at the end of each User’s trip, unless the Town participates in Monthly Billing, in which case the Town shall pay such User Charges pursuant to Section 3.3.3 below.

#### 3.3. Billing Options.

3.3.1. **Monthly Billing.** Subject to terms and conditions determined by Uber in its sole discretion, Uber may elect to qualify the Town to receive, and thereafter the Town may elect to receive, monthly statements (each, a “**Monthly Statement**”) for User Charges incurred by the Town’s Users through an Enterprise Profile during each calendar month of the Term (“**Monthly Billing**”). If the Town elects to participate in Monthly Billing, Uber will bill the Town the Technology Service Fees and User Charges monthly in a Monthly Statement.

3.3.2. **Non-Monthly Billing.** If the Town does not participate in Monthly Billing: (i) User Charges shall be paid in the ordinary course of business, as stated above in Section 3.2, and (ii) Uber shall charge the Town for Technology Service Fees incurred during each calendar month of the Term in which Monthly Billing was not utilized (each a “**Technology Service Fee Invoice**”).

3.3.3. **Payment.** All fees under each Monthly Statement or Technology Service Fee Invoice, as applicable, shall be paid in full by the Town within thirty (30) days of receipt of such Monthly Statement or Technology Service Fee Invoice.

3.4. **Taxes.** Unless otherwise indicated on a User’s receipt, all Technology Service Fees and User Charges are exclusive of applicable taxes, and the Town agrees to be responsible for the payment of any such taxes assessed on such Technology Service Fees and User Charges, including, but not limited to, all sales, use, VAT or similar taxes, except for taxes based on Uber’s income. All payments shall be processed in the local currency applicable to the geography of the User’s applicable ride except in certain instances when Uber may process foreign transactions in United States dollars. All payments are nonrefundable except as may be expressly provided otherwise herein. Except as may be expressly agreed in the Cover Sheet, each party shall be responsible for its costs and expenses associated with its performance under this Agreement.

3.5. **Account Suspension.** Uber reserves the right to immediately suspend the Town’s account and suspend any or all access to an Enterprise Profile by all Town Users in the event of any unpaid Technology Service Fees or User Charges by the Town due on any past Monthly Statements or Technology Service Fee Invoice, so long as the Town has not submitted an inquiry with respect to any of the User charges. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including reporting the Town to applicable credit reporting agencies, in the event of any unpaid Technology Service Fees or User Charges hereunder. Reestablishing a Town account after full payment of late Technology Service Fees or User Charges shall be at Uber’s sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 3% per month or the maximum allowed by applicable law.

### 4. Provision of Services.

4.1. **Access to Services.** Uber will establish the Town’s Corporate Account that will enable the Town to permit Town Users to establish an “**Enterprise Profile**” billing option within their Uber Rider Account that will allow Town Users to bill qualified trips to one of the following options: (i) a central Town corporate payment card, (ii) a Town-issued individual payment card, or (iii) a personal payment card or, in Uber’s sole discretion, Monthly Billing. User Charges and any Technology Service Fees, if applicable, that are incurred on such Enterprise Profiles will be transmitted to the Town via the Dashboard in accordance with the terms and conditions of this Agreement. Subject to the Town’s compliance with this Agreement, Uber agrees to use commercially reasonable efforts to provide the Uber Service and Dashboard to the Town and its Users as set forth herein.

4.2. **Driver Verification and User Safety Policies.** Uber is responsible for contracting terms with all independent contractors using the Uber technology systems under license from Uber (a “**Driver-Partner**”) to provide transportation or other services. The following shall apply:

4.2.1. **Screening Standards:** Uber shall ensure that all prospective Driver-Partners are screened using a third-party service accredited by a nationally-recognized background screening organization. The screening standard applied shall conform to Uber’s then-current

background check practices on the Uber systems and in the relevant jurisdiction. The Town shall not be responsible for any background check of Drivers.

4.2.2. **Screening Information:** During the course of the screening process the following information shall be collected and maintained (unless such information should not be maintained due to privacy considerations or other applicable law) in accordance with Uber's then-current practices: (a) full name; (b) date of birth; (c) driver's license number (does not apply to non-automotive Driver Partners); and (d) copy of driver's license (does not apply to non-automotive Driver Partners).

4.2.3. **Vehicle Standards.** In accordance with its business needs and procedures (which are subject to change in Uber's reasonable discretion), Uber shall undertake reasonable efforts to ensure that Drivers (excluding those providing delivery services without an automobile), at all times use vehicles that are suitable for providing transportation services for elderly persons and persons with disabilities, and maintained in good operating condition consistent with Uber's safety and maintenance standards. Uber will ensure that wheelchair accessible vehicle services are made available to the Town's Users.

#### 4.3. **Uber Rider Account Required.**

4.3.1. **Enterprise Profile.** The Town acknowledges and agrees that before an individual can establish an Enterprise Profile on the Uber Service pursuant to this Agreement, such proposed Town User must register for and maintain during the Term an active Uber Rider Account for the Uber Service.

4.3.2. **Violations.** The Town acknowledges that certain proposed Town Users may be suspended or banned from use of the Uber Service due to future or past violations of the End User Terms or Community Guidelines, available at <https://www.uber.com/legal/community-guidelines> ("**Violations**"), and that neither Uber or the Town shall have no obligation or liability related to a proposed User that is unable to obtain or maintain an Uber Rider Account for the purposes of the Enterprise Profile due to Violations. In the event that a User's Uber Rider Account is suspended or terminated pursuant to the End User Terms, such User's access to the Enterprise Profile shall also be suspended. Furthermore, Uber reserves the right to immediately suspend any or all access to the Enterprise Profile of any Town User that has an invalid payment card on their Enterprise Profile, or a rejected Town payment card transaction that was initiated through their Enterprise Profile.

#### 4.4. **Enterprise Profile Linking.**

4.4.1. **Linking Mechanics.** To enable a proposed Town User to securely establish an Enterprise Profile, the Town will utilize the Provisioning Tool to maintain the list of authorized Users' (i) full name, (ii) personal or business-issued email address, and (iii) other information the parties may mutually agree upon ("**Linking Data**"), which is necessary for authentication and verification purposes. Upon establishing an Enterprise Profile linked to an Uber Rider Account, such Town User shall be provided the option, on a ride-by-ride basis, to apply User Charges to either (A) such the User's personal profile or (B) the User's Enterprise Profile.

4.4.2. **Accuracy.** The Town shall ensure that Linking Data is accurate and complete, and Uber shall not be liable to the Town, a User, or any other party with respect to inaccurate or incomplete Linking Data supplied by the Town.

4.4.3. **Unlinking.** A Town User's Enterprise Profile may be unlinked from any such Uber Rider Account at any time by (i) the Town unlinking such User through the Provisioning Tool, or (ii) the User deleting the Enterprise Profile option from his or her Uber Rider Account.

4.5. **Restrictions.** The Town agrees to use the Corporate Account and shall cause each User to, use their Enterprise Profile solely as set forth in this Agreement and the End User Terms. The Town shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Uber Service or Uber App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber Service or Uber App to any unaffiliated third party, (c) upcharge, increase or otherwise modify the User Charges as calculated through the Uber App for any usage of the Uber Service or (d) impose any additional fees or charges on a User's related to use of the Uber Service. Uber reserves all rights not expressly granted to the Town or the Town's Users under this Agreement.

#### 5. **Account Administration.**

5.1. **Town Dashboard.** Upon execution of this Agreement, Uber will establish the Town's Corporate Account that will enable the Town to access Uber's browser-based online dashboard for "Uber for Business" customers ("**Dashboard**"). Uber's contact with the Town shall be by way of any individual representative designated by the Town as an "administrator" through the Dashboard ("**Administrator**"). The Dashboard will enable the Town to (a) view detailed trip or other service information, without limitation, the Town's Users' name together with status, distance, duration, fare amount, service type, trip ID, User Charges, and expense memo; driver data (e.g. first name, telephone number, vehicle and license plate) ("**Dashboard Data**"), (b) view a current list of all Users who have been authorized to establish, and Users who have established, their Enterprise Profile, (c) to utilize the Provisioning Tool to add Linking Data to maintain an up-to-date list of authorized Town Users, (d) revoke Users' access to their Enterprise Profile, (e) view current, appoint new, and remove Administrators, and (f) settle outstanding balances on the Corporate Account. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time.

5.2. **Administration.** The Town may appoint additional Administrators at its discretion. The Town agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit an authorized Administrator to access the Dashboard, and (c) update, as necessary, all information of Administrators to ensure that it is current, accurate, and complete. The Town shall be responsible for all activity that occurs under its Dashboard login credentials.

5.3. **Town's User Updates.** It is the Town's sole responsibility to keep and maintain an accurate list of current Users authorized to establish an Enterprise Profile and charge User Charges to the Town's corporate account. Uber may review the current list of Users from time to time via the Dashboard to maintain and support the Uber App and Uber Service and ensure compliance with this Agreement.



## 6. Intellectual Property.

**6.1 License to Marks; Restrictions.** The term “Marks” shall mean the trademarks, service marks, trade names, logos, slogans and other identifying symbols and indicia of a party (“Licensor”). Each party hereby grants to the other party (“Licensee”), solely during the Term, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Licensor’s Marks only as expressly permitted by the other party in each instance. Notwithstanding the foregoing and solely in connection with describing the Town’s business relationship with Uber pursuant to this Agreement, Uber may include the Town’s logos and/or trademark on Uber’s official website. All use of a Licensor’s Marks by Licensee will be in the form and format approved by Licensor, and Licensee will not otherwise use or modify Licensor’s Marks without Licensor’s prior written consent. All goodwill related to Licensee’s use of Licensor’s Marks shall inure solely to the benefit of Licensor. Marks will at all times remain the exclusive property of the respective Licensor. Except as expressly set forth herein, Licensor does not, and shall not be deemed to, grant Licensee any license or rights under any intellectual property or other proprietary rights. All rights not granted herein are expressly reserved by Licensor.

**6.2 No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and the Town prior to the commencement of any such activities.

## 7. Confidentiality.

**7.1 Definition of Confidentiality.** The term “Confidential Information” shall mean any confidential or proprietary business, technical or financial information or materials of a party (“Disclosing Party”) provided to the other party (“Receiving Party”) in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party’s knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

**7.2 Restrictions.** Receiving Party agrees that, to the extent permitted by law, (a) it will use Confidential Information solely for the purposes permitted under this Agreement and (b) it will not disclose the Confidential Information to any third party other than Receiving Party’s employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other request for disclosure of any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena, order or request and allow Disclosing Party to assert any available defenses to disclosure. For the avoidance of doubt, Linking Data, excluding any such information provided by individual Uber account holders, shall constitute Town’s Confidential Information and Uber may not (i) sell or otherwise publicly disclose any such Linking Data, or (ii) use any such Linking Data for any purpose that is detrimental or harmful to the Town. Uber and the Town acknowledge that the Town must comply with all applicable legal requirements, including, but not limited to, the Massachusetts Public Records Law.

**7.3 Confidential Information Security.** Receiving Party will protect the Disclosing Party’s Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. Uber shall comply with the then-current version of the Payment Card Industry Data Security Standard (“PCI-DSS”) and Uber and its designated payment service provider will remain PCI-DSS certified and compliant at all times during the Term of this Agreement. Uber and the Town acknowledge that the Town must comply with all applicable legal requirements, including, but not limited to, the Massachusetts Public Records Law.

## 8. Privacy and Data Security.

**8.1 Roles of Parties.** Each party is an independent controller of the Dashboard Data and Linking Data. The Town will provide Linking Data to Uber, for the provision of the services as described in Section 4 of these Terms. To the extent permitted by law, the Town will only process Dashboard Data for administrative purposes, to manage access control and for activity review purposes.

**8.2 Lawfulness.** The Town acknowledges that the linking process described in Section 4.3, above, requires a verification email to be sent by Uber to each Town User using the Linking Data, and the Town agrees, where necessary, to have: (i) a legal basis for such processing (such as consent); and (ii) inform the Users that Uber will send them an email for the purpose of linking and establishing the Enterprise Profile within the Users’ Uber Rider Account, which will also describe the benefits of creating an Enterprise Profile. The Town consents to Uber emailing such Users for the purpose of linking and establishing the Enterprise Profile within the Town’s Users’ Uber Rider Account.

**8.3 Compliance with Data Protection Laws.** Each party shall comply with the obligations applicable to it under the Data Protection Law with respect to the processing of personal data, including but not limited to G.L. c. 93H.

**8.4 Restrictions.** Uber agrees to only process the Linking Data for the purposes described in this Agreement. The Town agrees that any Uber Personal Data obtained in connection with this Agreement shall be used: (i) solely for the purposes set forth in Section 8.1 of these Terms, or in connection with the use of the Uber Service, and for no other purpose, unless expressly authorized in writing by Uber, and (ii) in accordance with the purposes communicated to the data subjects. The Town shall not use Uber Personal Data in any way that harms Uber or that benefits a competitor of Uber. The Town agrees that it shall not disclose Uber Personal Data to any third parties, except as necessary for the purposes set forth herein. The Town shall not rent or sell Uber Personal Data for any purpose.

**8.5 Security.** Uber shall implement appropriate technical and organizational measures to protect Linking Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure. The Town shall implement appropriate technical and organizational measures to protect Uber Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, as well as any breach of the Town’s security measures (“Information Security Incident”).

**8.6 Notification.** The Town shall promptly notify Uber in the event that the Town learns or has reason to believe that an Information Security Incident has occurred in relation to Uber Personal Data, including to the extent such Incident results from an act or omission of the Town.

This notification includes at least: (1) the nature of the breach of security measures; (2) the potentially compromised personal data and data subjects; (3) the duration and expected consequences of the Information Security Incident; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Incident. Upon any such discovery, the Town shall (a) take all reasonable steps at its own cost and expense to investigate, remediate, and mitigate the effects of the Information Security Incident, including by providing notice, and (b) provide Uber with assurances reasonably satisfactory to Uber that such Information Security Incident will not recur. Uber and the Town acknowledge that the Town must comply with all applicable legal requirements, including, but not limited to, the Massachusetts Public Records Law.

8.7. **Data Transfers.** To the extent this Agreement involves the transfer of Dashboard Data in the EEA to a jurisdiction outside the EEA, which has not been recognized by the European Commission as providing an adequate level of data protection, the Town agrees that the Standard Contractual Clauses, as specified on [t.uber.com/Exhibit A](https://t.uber.com/Exhibit A) (“**Exhibit A**”), shall apply.

9. **Insurance.** Uber agrees to maintain the following insurance coverage with an A.M. Best financial rating of “A-” or better:

9.1. Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of five million dollars (US\$5,000,000) per occurrence and five million dollars (US\$5,000,000) in the aggregate for bodily injury and property damage.

9.2. Workers Compensation Statutory (for all states of operation) including Employer’s Liability with limits of not less than one million dollars (US\$1,000,000).

9.3. Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of five million dollars (US\$5,000,000) each accident combined single limit.

9.4. Uber shall furnish the Town with a certificate of insurance showing coverage as set forth herein.

9.5.

9.6. The Town shall be covered as an additional insured on the Commercial Auto Liability and Commercial General Liability policies.

10. **Warranties; Disclaimer; Ownership.**

10.1. **Mutual Warranties.** Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (b) such party’s acceptance of this Agreement, as well as such party’s performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (d) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (e) such party’s Marks as provided by such party pursuant to this Agreement will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

10.2. **Town Warranties.** The Town represents and warrants that (a) the Town has all rights and consents, where necessary, to provide the Provisioning Tool with the Linking Data and any other information provided to Uber hereunder in connection with the Uber Service and Enterprise Profile, (b) the Town and its Transportation Committee will use Uber Personal Data solely for legitimate analytical purposes including, but not limited to, statistical purposes, business expense, processing, accounting, and budgeting purposes, (c) the Town will only share and provide access to Uber Personal Data to authorized Town personnel, as determined in the Town’s sole discretion, including without limitation, the Sudbury Transportation Committee members who have a business need to access such Uber Personal Data, (c) the Town will not disclose Uber Personal Data to any third party, unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein (e) the Town will not rent or sell Uber Personal Data for any purpose not authorized by Uber, and (f) the Town will not use Uber Personal Data in any way that harms Uber or benefits a competitor of Uber.

10.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE AND UBER APP “AS IS” AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE UBER SERVICE AND UBER APP WILL MEET TOWN’S REQUIREMENTS OR THAT THE OPERATION OF THE UBER SERVICE OR UBER APP WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE UBER SERVICE OR THE UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. TOWN ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SYSTEMS THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

10.4. **Ownership.** Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App, and Uber Personal Data (including, without limitation, Dashboard Data) including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to Town or any proposed Town User in connection with this Agreement.

11. **Indemnification.**

11.1. To the extent permitted by law, each party hereto shall indemnify, defend, and hold the other harmless from and against any and all third party claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney’s fees, arising out of the indemnifying party’s breach of the representations or warranties in this Agreement or the negligence of the indemnifying party, or the indemnifying party’s agents or employees in carrying out its obligations under this Agreement.

11.2. Each party shall provide prompt notice to the other party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

12. **Limits of Liability.** OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW, OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, OR OBLIGATIONS WITH RESPECT TO A BREACH OF SECTION 6 OF THIS AGREEMENT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR THE TOWN (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE GREATER OF (X) ONE HUNDRED THOUSAND DOLLARS (\$100,000), AND (Y) THE TOTAL TECHNOLOGY SERVICE FEES PAID BY TOWN TO UBER HEREUNDER PRIOR TO THE APPLICABLE DISPUTE.

13. **General.**

13.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its choice or conflict of laws provision, and Uber hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of Middlesex, Massachusetts, or in the United States District Court for the District of Massachusetts in the event of any litigation between the parties related to this Agreement..

13.2. **Affiliates.** The parties hereby acknowledge and agree that the Town and each of its Affiliates may utilize the same Uber for Business account upon execution of this Agreement and, to the extent the Town's Affiliate incurs any User Charges or Technology Service Fees, Uber may, upon the Town's direction and approval, invoice for and receive payment of such User Charges or Technology Service Fees (as applicable) directly from such Affiliate, provided, however, the Town shall continue to bear financial responsibility for all payments due to Uber.

13.3. **Notices.** Any notice required or permitted to be delivered to the Town by this Agreement shall be posted to the Town's Dashboard. Any notice required or permitted to be delivered to Uber by this Agreement shall be submitted via <https://support.uber.com>.

13.4. **Force Majeure.** Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, other natural disaster, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

13.5. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.6. **Assignment.** This Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign this Agreement without such consent, but with notice to Uber, in connection with a merger or a sale of all of the equity or assets of either party. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

13.7. **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

13.8. **Independent Contractor.** Uber and the Town are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

14. **Definitions.** The following terms, as may be used in the Agreement, shall have the meanings set forth below:

14.1. **"Affiliate"** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability to ensure that the activities and business of that entity are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that entity on any distribution by it of all of its income or the majority of its assets on a winding up of that entity.

14.2. **"Town Personal Data"** means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders.

14.3. **"User"** shall mean an individual authorized to use and link to the Town's Corporate Account.

14.4. **"Data Protection Law"** means all laws and regulations applicable to the personal data under the Agreement, including as applicable the laws and regulations of Massachusetts, the United States, European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including the EU General Data Protection Regulation (2016/679) (**GDPR**).

14.5. **"Dashboard Data"** means any and all data or other information made available to the Town through the Dashboard and may include, without limitation, User name together with request time and date, drop-off time and date, pick-up and drop-off address, trip route, distance, duration, fare amount, service type, trip ID, and expense memo.

14.6. **"End User Terms"** shall mean the terms and conditions applicable to all users of the Uber Service, available at [www.uber.com/legal](http://www.uber.com/legal), as may be updated by Uber from time to time.

14.7. **"Provisioning Tool"** shall mean the technology that utilizes Linking Data to authorize the Town's Users to establish an Enterprise Profile.

14.8. **“Uber App”** shall mean Uber’s mobile application or mobile website (m.uber.com) required for use of the Uber Service, as may be updated by Uber from time to time.

14.9. **“Uber Personal Data”** means any information Uber provides to the Town in connection with this Agreement relating to an identified or identifiable individual or that can reasonably be used to identify an individual, or that may otherwise be considered “Personal Data” under applicable law. For the avoidance of doubt, “Dashboard Data” shall constitute Uber Personal Data.

14.10. **“Uber Rider Account”** means an Uber account in which the owner of the account has: (i) installed the Uber App on a compatible mobile device, (ii) registered for and currently maintains an active personal user account for the Uber Service, which requires the entry of certain personally identifiable information and a personal credit card number, (iii) currently complies with the End User Terms, and (iv) confirmed the mobile number provided during the registration process. Uber’s collection and use of any personal data and credit card or other authorized payment method information to establish an Uber Rider Account shall be as set forth on the Uber Privacy Policy, available at [www.uber.com/legal/privacy](http://www.uber.com/legal/privacy), as may be updated by Uber from time to time.

14.11. **“Uber Service”** or **“Service”** shall mean Uber’s technology systems that, when used in conjunction with the Uber App, enables users to request on-demand ground transportation from independent third-party transportation providers.

14.12. **“User Charges”** shall mean charges incurred by the Town’s Users for transportation obtained through the use of the Uber Service, including any applicable tolls, foreign transaction fees, taxes, and any other fees or charges that may be due for a particular use of the Uber Service.

14.13. The terms **“controller”**, **“data subject”**, **“personal data”**, **“processing”** and **“processor”** as used in this Agreement have the meanings given in the GDPR.

Attachment 9.a: Dashboard Agreement 201015 (6311 : Renew Uber agreement for 1 year)

## Exhibit 1 Scope of Work

Program configurations	Your program requirements
<b>Name of program</b>	<b>GO Sudbury!</b>
<b>Pricing</b>	<p>Essentially subsidized by town; copays by rider according to geofence (see below) are:</p> <ul style="list-style-type: none"> <li>- Geofence 1 = \$1 copay per ride;</li> <li>- Geofence 2 = \$2 copay per ride;</li> <li>- Geofence 3 = \$10 copay per ride</li> </ul> <p>Any amount over the copay will be subsidized by the agency.</p>
<b>Ride limits</b>	No trip limit for launch, but might be subject to change
<b>Total budget (per person and/or per program)</b>	Sudbury pilot designed in phases: First phase = up to expenditure of \$5,000; subsequent phases to be negotiated, based on prior usage; expected duration 1 year
<b>Geographical restrictions</b>	<p>Restricted geography to 3 geofences:</p> <ul style="list-style-type: none"> <li>- Geofence 1 = within Sudbury;</li> <li>- Geofence 2 = towns contiguous with Sudbury (9);</li> <li>- Geofence 3 = 25 miles from Sudbury</li> </ul> <p><b>All trips must begin or end in Sudbury</b></p>
<b>Day of week/time of day</b>	Available 24/7
<b>Vehicles/products</b>	<p>UberX and Uber WAV (if/when it becomes available)</p> <p>Uber Pool (if/when it becomes available)</p>
<b>Data requirements</b>	<p>Uber data requested for Sudbury pilot:</p> <ul style="list-style-type: none"> <li>● Trip ID</li> <li>● Request date</li> <li>● Request time</li> <li>● Actual pickup date (if different)</li> </ul>

	<ul style="list-style-type: none"> <li>● Actual pickup time (if different)</li> <li>● Drop off date</li> <li>● Drop off time</li> <li>● Service (e.g., WAV, van pool)</li> <li>● City/town</li> <li>● Distance</li> <li>● Duration</li> <li>● Fare (what the agency pays less any copay)</li> <li>● Pickup address</li> <li>● Drop-off address</li> </ul>
<p><b>Do you want to limit the program to certain individuals?</b></p>	<p>Riders will be pre-qualified by the agency and grouped into one of four target groups</p> <ul style="list-style-type: none"> <li>- (1) residents aged 50 or older;</li> <li>- (2) residents aged 18 to 50 with a disability that limits driving;</li> <li>- (3) residents of limited financial means;</li> <li>- (4) veterans</li> </ul>
<p><b>How do you want to share the program?</b></p>	<p>TBD</p>

**Exhibit 2**  
**Trademarks and Territory**

Uber Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
UBER	Word mark	United States
	Rider Logo	United States

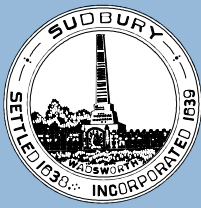


Agency Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
Sudbury	Word mark	United States



Attachment9.a: Dashboard Agreement 201015 (6311 : Renew Uber agreement for 1 year)



SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**MISCELLANEOUS (UNTIMED)**

**10: Planning dept projects update**

REQUESTOR SECTION

Date of request:

Requestor: Adam Burney

Formal Title: Planning update: Open Space Plan Implementation, Master Plan Implementation and Economic Development Consultant Update. Adam Burney, Director of Planning & Community Development, to attend.

Recommendations/Suggested Motion/Vote: Planning update: Open Space Plan Implementation, Master Plan Implementation and Economic Development Consultant Update. Adam Burney, Director of Planning & Community Development, to attend.

Background Information:  
attached action item matrix

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

07/16/2024 7:00 PM



Sudbury Master Plan - Action Items

MP Chapter	Prioritization	Chapter Link	Action Item	Advocate	Timeframe	Action Updates
			<b>ROUTE 20 CORRIDOR</b>			
			<b>A. Sudbury will work to develop a strong vision for Route 20 redevelopment and remove barriers to achieve that vision.</b>			
Route 20 Corridor	Critical Path Action & High Impact Project		A.1 Complete a Comprehensive Wastewater Management Study that includes recommendations.	DPW	Short-Term (within 5 years)	DPW completed the CWMMP and was issued an SEIR Certificate from MEPA on 1 December 2022. Work on public education, hydrogeology, groundwater, and Mass Historic sites along the route continues with a Housing Choice Grant.
Route 20 Corridor			A.2 Fund and commission wastewater solution(s) for the Route 20 Corridor identified in the Comprehensive Wastewater Management Study (See above Action A.1).	DPW	Short-Term (within 5 years)	
Route 20 Corridor	Critical Path		A.3 Fund and commission a Visioning Study for the Route 20 Corridor that will provide detailed buildout visualizations of future development scenarios. Identify preferred elements from each scenario.	Planning & Community Development	Short-Term (within 5 years)	
Route 20 Corridor			A.4 Develop and adopt zoning for target areas on Route 20 that will allow developers to build environmentally sustainable, accessible, and attractive projects.	Planning & Community Development	Mid-Term (5-10 years)	
Route 20 Corridor			A.5 Revisit the Water Resource Protection Overlay District to determine whether this zoning tool is still functioning as intended. Revise the Zoning Bylaw as appropriate.	Planning & Community Development	Mid-Term (5-10 years)	
Route 20 Corridor		Housing	A.6 Ensure housing proposed within the Route 20 Corridor, either as standalone developments or part of a mix-used project, follow policies outlined in <b>Housing</b> .	Planning & Community Development	Ongoing	
Route 20 Corridor		Transportation and Connectivity	A.7 Continue to identify transportation improvement opportunities (policies, amenities, or new infrastructure) that connect Route 20 to other areas of Sudbury by means other than a car, such as the proposed rail trails, walkway improvements, or shuttle services for commuters, seniors, and youth (See <b>Transportation and Connectivity</b> Policy B).	Planning & Community Development	Ongoing	The Bruce Freeman Rail Trail (BFR Trail) and Mass Central Rail Trail (MCRT) projects continue to advance and are now under construction and proposed to be completed in 2025 and 2026 respectively. The CatchConnect Shuttle Pilot will be implemented beginning 1 July 2024 and will run for 1 year minimum with destinations along Rt. 20 as a primary focus.
Route 20 Corridor		Transportation and Connectivity	A.8 Use streetscape improvements to create a positive walking experience in the Route 20 Corridor, including sidewalk connections, banners, street trees, and burying utilities (See <b>Transportation and Connectivity</b> Policy B).	Planning & Community Development	Ongoing	
Route 20 Corridor			<b>B. Identify ways to reduce congestion along Route 20 in order to connect the corridor with other key nodes in the community.</b>			
Route 20 Corridor			B.1 Provide incentives for private commercial property owners on the Route 20 Corridor to incorporate site elements conducive to transit ridership. These could include interior circulation routes for shuttles and some dedicated parking spaces for shuttle riders.	Planning & Community Development	Short-Term (within 5 years)	
Route 20 Corridor			B.2 Evaluate the potential for using "back road," "access road," or other connectivity strategies to keep automobiles from re-entering Route 20 when unnecessary.	Planning & Community Development	Mid-Term (5-10 years)	
Route 20 Corridor			B.3 Use incentives or requirements for new development along the Route 20 Corridor that connect Route 20 to future rail trails in Sudbury in a way that enhances local and regional access. This may include leveraging public and private investments for new infrastructure.	Planning & Community Development	Ongoing	
Route 20 Corridor			B.4 Revisit the Route 20 commuter shuttle and other regional transit programs to determine if it is meeting commuter needs.	Transportation Committee	Ongoing	Topic is discussed and explored at Transportation Committee meetings. CatchConnect Shuttle Pilot will run from 1 July 2024 to 30 June 2025 to address some of these concerns. This program is focused on resident access to regional mobility and connection to fixed route transportation and has a limited geographic area.
Route 20 Corridor			B.5 Work with neighboring communities to manage and coordinate future development along Route 20 to minimize the impact of traffic on mobility.	Planning & Community Development	Mid-Term (5-10 years)	
Economic Development			<b>ECONOMIC DEVELOPMENT</b>			
Economic Development			<b>A. Sudbury will develop capacity to support economic development efforts, including taking an active approach to business attraction, retention, and expansion.</b>			
Economic Development			A.1 Hire an economic development planner tasked with managing projects specific to economic development and working on business retention, expansion, and outreach/relationship building. The economic development planner, through the Planning and Community Development Department, will lead the remaining actions under this goal.	Town Manager	Short-Term (within 5 years)	PCD has been allocated \$35,000 of ARPA funding to hire an Economic Development Consultant. Discussions with the Planning Board indicate the best way to use the funding is to obtain a better handle on what the consultant sees as the potential economic impact of a permanent position. PCD staff is working to execute the usage of this funding. An RFQ is currently being finalized for distribution.
Economic Development			A.2 Develop a comprehensive economic development strategy for the town.	Planning & Community Development	Short-Term (within 5 years)	
Economic Development			A.3 Develop incentives to attract the types of businesses that Sudbury residents currently leave town to patronize, particularly food service, entertainment, private recreation, and recreation-oriented retail.	Planning & Community Development	Short-Term (within 5 years)	
Economic Development			A.4 Survey existing businesses to understand issues and promote retention.	Planning & Community Development	Short-Term (within 5 years)	

Sudbury Master Plan - Action Items

MP Chapter	Prioritization	Chapter Link	Action Item	Advocate	Timeframe	Action Updates
Economic Development			A.5 Partner with private property owners, businesses, and other economic development stakeholders to develop modern flexible office and meeting space that supports existing and new professionals within the town who may currently work from home.	Planning & Community Development	Mid-Term (5-10 years)	
Economic Development			A.6 Partner with private property owners, businesses, and other economic development stakeholders to develop a small-scale entrepreneurial/maker space to support light manufacturing/assembly businesses.	Planning & Community Development	Mid-Term (5-10 years)	
Economic Development			A.7 Work with local commercial real estate agents to assist existing businesses seeking to expand by helping locate appropriate space in Town.	Planning & Community Development	Ongoing	
Economic Development			A.8 Strengthen relationships with economic development stakeholders, such as the Sudbury Chamber of Commerce, to assist with capacity building for economic development efforts.	Planning & Community Development	Ongoing	
Economic Development			<b>B. Sudbury will work with property owners and other stakeholders to ready sites for development or redevelopment.</b>			
Economic Development		Route 20 Corridor	B.1 Work with local commercial real estate agents to promote sites in Sudbury for commercial development, especially redevelopment sites along the Route 20 corridor.	Planning & Community Development	Short-Term (within 5 years)	
Economic Development			B.2 Work with commercial property owners to modernize existing commercial spaces through facade programs, revolving loan funds, etc.	Planning & Community Development	Mid-Term (5-10 years)	
Economic Development			<b>C. Sudbury will develop a strategy for its ongoing fiscal health.</b>	Select Board	Short-Term (within 5 years)	
Economic Development			C.1 Develop strong fiscal strategies and policies that prioritize short- and long-term expenditures and balance costs against revenues.	Planning & Community Development	Mid-Term (5-10 years)	This is an item the Planning Board has discussed. It would be prudent to use information obtained from the Economic Development Consultant as a framework to build the proposed Bylaw changes off of.
Economic Development		Route 20 Corridor	C.2 Modify zoning to promote the type and scale of development aligning with current retail and office market trends, including mixed-use buildings, walkability, connectivity, integration with housing options, etc. Consider using an overlay district to implement this regulatory change (See <b>Route 20 Corridor</b> ).	Planning & Community Development	Mid-Term (5-10 years)	
Transportation and Connectivity			<b>TRANSPORTATION &amp; CONNECTIVITY</b>			
Transportation and Connectivity			<b>A. Sudbury will remain active in regional efforts to coordinate transportation planning across multiple municipalities.</b>			
Transportation and Connectivity			A.1 Study the need for and establish park and ride locations.	Planning & Community Development	Short-Term (within 5 years)	The Transportation Committee is discussing how this might be implemented and where the best location may be. Additionally, the idea of shuttles to local Commuter Rail stations has been floated as a complementary or alternative option.
Transportation and Connectivity			A.2 Coordinate with the state, MassDOT, Metropolitan Area Planning Council (MAPC), Massachusetts Bay Transportation Authority (MBTA), MetroWest Regional Transit Authority (MWRITA), and adjacent towns to establish and enhance connections between key destinations.	Planning & Community Development	Ongoing	The Transportation Committee has obtained grant funding, in conjunction with the Town of Wayland, to operate a shuttle service from Sudbury/Wayland to the Longmeadow Hospital area in Boston. This will assist residents with transportation to/from medical appointments. Transportation Committee and PCD are involved in these discussions when they arise.
Transportation and Connectivity			A.3 Solicit support from legislators as needed to prioritize and implement regional connectivity projects.	Select Board	Ongoing	
Transportation and Connectivity			<b>B. Sudbury will continue to identify, design, and install physical improvements to its roadway system in a way that increases public safety and pedestrian/bicycle mobility and ensures compliance with state and federal accessibility regulations.</b>			
Transportation and Connectivity			B.1 Implement the projects in the Complete Streets (Phase II) Prioritization Plan. Coordinate and prioritize improvements that support other economic development and housing initiatives.	DPW	Short-Term (within 5 years)	DPW has obtained funding and is in the process of updating the Concord Road/Union Avenue/Old Lancaster Road intersection.
Transportation and Connectivity		Route 20 Corridor	B.2 Study traffic signal coordination opportunities along Route 20.	DPW	Short-Term (within 5 years)	
Transportation and Connectivity			B.3 Evaluate appropriate strategies that can reduce vehicular traffic volumes (transportation demand management) in preparation for future larger development proposals.	Planning & Community Development	Short-Term (within 5 years)	
Transportation and Connectivity			B.4 Explore access management strategies to reduce congestion and improve safety along major roadways, particularly commercial areas along Route 20, including, but not limited to:	Planning & Community Development	Short-Term (within 5 years)	
Transportation and Connectivity			B.4.a Identify opportunities for shared driveways and other connections between adjacent commercial properties.	Planning & Community Development	Short-Term (within 5 years)	
Transportation and Connectivity			B.4.b Evaluate frontage or rear roads between multiple properties to create connectivity between adjacent commercial properties to better serve businesses with reduced driveways and road access points.	Planning & Community Development	Short-Term (within 5 years)	
Transportation and Connectivity			B.4.c Work with MassDOT to determine if syncing signalized intersections can improve traffic flow.	Planning & Community Development	Short-Term (within 5 years)	
Transportation and Connectivity			B.5 Prioritize streets for burying overhead utility lines and research state and federal funding opportunities.	Planning & Community Development	Mid-Term (5-10 years)	
Transportation and Connectivity			<b>C. Sudbury will foster the continued creation of the Bruce Freeman Rail Trail (BFRT) and other walking and biking networks throughout Town.</b>			
Transportation and Connectivity	High Impact Project		C.1 Complete the construction of Phase I of the BFRT.	Planning & Community Development	Short-Term (within 5 years)	Construction bids were opened in Fall 2022 with the project breaking ground in January 2023. This phase is anticipated to be complete in Summer/Fall 2024.

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Transportation and Connectivity	High Impact Project		C.2 Conduct environmental studies, acquire required permits and approvals, prepare engineering designs and construction drawings, and construct the extension of the BRT on the CSX corridor.	Planning & Community Development	Short-Term (within 5 years)	Additional CPA funds were allocated at the May 2024 Annual Town Meeting and the Town received a MassTrails Grant for the completion of the design. Fuss & O'Neill completed a feasibility study of the last 1.4 miles in June 2023 and has submitted a 25% design to MADOT. The project has also been placed on the 2025-2029 Transportation Improvement Program (TIP) for construction.
Transportation and Connectivity	High Impact Project		C.3 Work with Friends of the BRT on signage and wayfinding, safe roadway crossings, features, and amenities for those with disabilities, and trail maintenance policies.	Planning & Community Development	Short-Term (within 5 years)	Additional CPA funds were allocated at the May 2023 Annual Town Meeting and the Town received a MassTrails Grant for the 25% design. Fuss & O'Neill completed a feasibility study of the last 1.4 miles in June 2023 and has submitted a 25% design to MADOT.
Transportation and Connectivity	High Impact Project		C.4 Pursue grants to fund trail connections.	Planning & Community Development	Ongoing	
Transportation and Connectivity			<b>D. Sudbury will map key destination points within the community and will work to close gaps in the pedestrian and bicycle network accessing these destinations and creating and improving access for those with disabilities.</b>			
Transportation and Connectivity			D.1 Work with community businesses and organizations to create marketing plans to attract rail trail users to visit local shops and amenities.	Planning & Community Development	Short-Term (within 5 years)	
Transportation and Connectivity		Route 20 Corridor	D.2 Create an inventory of destination points, including but not limited to civic institutions such as schools and libraries, commercial areas, recreational assets, and historical and cultural places in the community. Identify opportunities to connect destination points with an expanded walkway and bicycle network. (See also <b>Route 20 Corridor A. 7</b> ).	Planning & Community Development	Short-Term (within 5 years)	
Transportation and Connectivity			D.3 Update the walkway inventory conducted in 2000 by the Sudbury Walkway Committee to include completed walkways. Identify locations of the existing network that are not accessible for those with disabilities. Along with outcomes from D.2, prioritize future walkway segments.	Planning & Community Development	Mid-Term (5-10 years)	
Transportation and Connectivity			D.4 Create an open dialogue with property owners with key frontage areas as a means of educating and engaging owners about benefits of closing gaps within the pedestrian and bicycle network.	Planning & Community Development	Mid-Term (5-10 years)	
Transportation and Connectivity			D.5 Explore the possibility of creating a toolkit that can be given to property owners located in frontage areas so that they may better understand some of the benefits of pedestrian infrastructure such as increased property values. Develop and implement an educational campaign with key stakeholders.	Planning & Community Development	Long-Term (more than 10 Years)	
Transportation and Connectivity			D.6 Pursue grant opportunities and funding available for the creation of walkways. Grant programs to pursue include but are not limited to Complete Streets Funding, Transportation Alternatives Program (TAP), Safe Routes to School, and others.	Planning & Community Development	Ongoing	
Transportation and Connectivity			<b>E. Sudbury commits to be a community where people of all ages and abilities and financial means are able to get where they need to go locally and regionally without the use of personal automobiles.</b>			
Transportation and Connectivity			E.1 Identify specific measures to address gaps in transportation services for persons with disabilities and identify funding sources required to ensure access.	Council on Aging & Commission on Disability	Short-Term (within 5 years)	The Transportation Committee has secured two grants for pilot projects to assist in closing existing gaps in transportation needs. The CatchConnect Shuttle will provide semi-fixed route on-call service along the Route 20 corridor (and throughout Sudbury at a low cost to the rider. This service will extend to the Target Plaza in Marlborough where riders can then access a fixed route transit network. Additionally, funds were secured, in conjunction with Wayland, for a Hospital Shuttle to the Longmeadow Area in Boston. This service will pick up Sudbury residents at their homes and take them to the Longmeadow Area in Boston with return trips, thrice-daily.
Transportation and Connectivity			E.2 Rethink the existing school busing cost structure to encourage bus use and discourage car drop-off/pick-up of students at Ephraim Curtis Middle School and local elementary schools. Also see Actions D.2 and D.3.	Sudbury Public Schools	Short-Term (within 5 years)	
Transportation and Connectivity			E.3 Manage parking resources and explore options for shared parking near trails.	Planning & Community Development	Mid-Term (5-10 years)	
Transportation and Connectivity			E.4 Continue to work with MAPC through its Making the Connections micro transit pilot project to identify and fill gaps in connectivity between modes and destinations.	Planning & Community Development	Ongoing	The Making the Connections initiative will be wrapping up by the end of 2022 with an analysis report provided Nelson Nygaard.
Transportation and Connectivity			E.5 Continue to coordinate with Sudbury Senior Center and Commission on Disability in the evaluation of its transportation services to ensure that needs of the entire community are being met and identify gaps in services. Identify opportunities to expand existing services for older residents and persons with disabilities and investigate new types of services such as ride-share programs. Identify funding sources required to ensure access.	Council on Aging	Ongoing	Work on this continues with the Senior Center and Commission on Disability being closely involved in Transportation Committee discussions.
Transportation and Connectivity			E.6 Coordinate with MWRTA and to expand service in Sudbury wherever possible.	Transportation Committee	Ongoing	Senior Center Director continues to stay in contact with the MWRTA to understand their different initiatives and relay Sudbury concerns.
Transportation and Connectivity		Housing	E.7 Ensure future housing development, particularly those with SHI units, include resources and access to existing local shuttle services, walking and bicycling amenities, and connections to regional transportation networks. Partner with the Sudbury Housing Authority and Sudbury Housing Trust in this effort.	Planning & Community Development	Ongoing	
Historic and Cultural Identity			<b>HISTORIC AND CULTURAL IDENTITY</b>			
			<b>A. Sudbury will address historic preservation needs and emphasize collaboration among its local historic preservation groups and coordinate their efforts town-wide.</b>			

Attachment 10.a: Master Plan - Action Item Matrix for SB Update 240716 DRAFT (6278 : Planning dept projects update)

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Historic and Cultural Identify			A.1 Create a Historic and Archaeological Working Group comprised of preservation organizations, Town boards, committees, and commissions, Town officials, and citizens whose mission is to advance the protection, preservation, and development of historical archaeological resources and town character.	Planning & Community Development	Short-Term (within 5 years)	The SHC and HDC have had a joint meeting to begin preliminary discussions on the creation of the Stewardship Committee. Now that the Town has hired a Planning & Community Development Director they will work with that individual to move this forward.
Historic and Cultural Identify	Critical Path Action		A.2 Appropriate funding for and develop a town-wide Historic Preservation Plan with the involvement of stakeholders. Items addressed in the plan could include, but will not be limited to:	Historical Commission		Townwide Historic Preservation Plan was completed in September of 2022. Work continues to implement the recommendations included therein.
Historic and Cultural Identify	Critical Path Action		A.2.a Ongoing survey and study of non-documented and under-documented historic and archaeological resources and/or those not fully understood.	Historical Commission	Short-Term (within 5 years)	The Historic Commission has signed a contract to complete Phase V of the Town's historic property inventory. Work is underway on surveying properties identified as potentially having historic value. This process has been slowed by delays at Mass Historical due to staff shortages. Additionally, work at the Hosmer House to review the structure and landscape as a historic resource is well underway with the selected consultant having created digital floor plans and working on a report relative to the condition and future needs. Piggy backing on that a curative review of the Hosmer House Art Collection is also well underway. This process is cataloging the collection, identifying storage needs, and making recommendations for future actions.
Historic and Cultural Identify	Critical Path Action		A.1.b. A clear description of the responsibilities of each historic resource stakeholder in the community, including the Town boards, committees, and commissions, historic property owners (homeowners and businesses), and the Town.	Historical Commission	Short-Term (within 5 years)	
Historic and Cultural Identify	Critical Path Action		A.2.c. An assessment of needs and gaps in Sudbury's historic preservation administrative capacity, funding, and infrastructure.	Historical Commission	Short-Term (within 5 years)	
Historic and Cultural Identify	Critical Path Action		A.2.d. An audit of existing historic preservation regulatory tools, how their effectiveness can be strengthened, and adopting new tools for preservation protections.	Historical Commission	Short-Term (within 5 years)	There is discussion/analysis of this in the Historic Preservation Plan
Historic and Cultural Identify	Critical Path Action		A.2.e. Identifying the appropriate situations for purchasing property, regulating property, and educating property owners to achieve historic preservation.	Historical Commission	Short-Term (within 5 years)	
Historic and Cultural Identify	Critical Path Action		A.2.f. Developing a Town Center Master Plan.	Historical Commission	Short-Term (within 5 years)	
Historic and Cultural Identify			A.3 Re-evaluate the purpose, scope, and adequacy of regulatory tools to protect Sudbury's historical and cultural resources.	Historic Districts Commission		There is discussion/analysis of this in the Historic Preservation Plan
Historic and Cultural Identify			A.3.a Examine existing historic district policies: Determine the need to expand or reduce boundaries based on historic resources and the effect of these changes on area character. Define how historic district boundaries are drawn and if the 300-foot setback from the public right of way is an effective determinant of a boundary. Add provisions for landscape regulations.	Historic Districts Commission	Short-Term (within 5 years)	
Historic and Cultural Identify			A.3.b Examine the effectiveness of the Demolition Delay Bylaw to protect properties outside historic districts and lessen its impact on properties that have no historic value. Consider ways to update it.	Historical Commission	Short-Term (within 5 years)	There is discussion/analysis of this in the Historic Preservation Plan
Historic and Cultural Identify			A.3.c Consider establishing a Minimum Maintenance Bylaw or a Demolition by Neglect Bylaw to maintain historic properties and protect them from demolition.	Historical Commission	Short-Term (within 5 years)	There is discussion/analysis of this in the Historic Preservation Plan
Historic and Cultural Identify			A.4 Develop a sophisticated and accessible platform for the town's historic and archaeological resources inventory that can be used to support local permit review and educate residents and property owners.	Planning & Community Development		
Historic and Cultural Identify			4.a. Create a complete digital inventory of historic structures, sites, landscapes, roads, and significant features (e.g. stone walls) throughout Sudbury.	Planning & Community Development	Long-Term (more than 10 Years)	
Historic and Cultural Identify			4.b. Identify and inventory historic structures, buildings, sites, and landmarks that have not been inventoried or those inventories which are out of date.	Planning & Community Development	Long-Term (more than 10 Years)	CPA funds were awarded for FY24 and a contract has been executed for the completion of Phase V of the Historic Properties Inventory. The project is underway with some delays due to lack of feedback from Mass Historical.
Historic and Cultural Identify			4.c. Work with the Sudbury Historical Society and the Goodnow Library to include links historic photos of Sudbury with property addresses as part of the platform.	Planning & Community Development	Long-Term (more than 10 Years)	
Historic and Cultural Identify			4.d. Link with GIS data to better inform and shape the effectiveness of preservation and planning policies.	Planning & Community Development	Long-Term (more than 10 Years)	
Historic and Cultural Identify			<b>B. Sudbury will continue to develop educational resources and materials related to historical and archaeological resources in the community.</b>			
Historic and Cultural Identify			B.1 Develop a Historic Preservation Primer for all local boards, commissions, and committees that clearly describes the variety of historic preservation regulatory tools in the community, powers and limitations, and how they function together.	Historical Commission	Short-Term (within 5 years)	
Historic and Cultural Identify			B.2. Increase awareness and support among residents about the value and benefits of Historic Preservation tools protections. Consider an education campaign for local realtors, Chamber of Commerce, community leaders, and other stakeholders.	Historical Commission	Short-Term (within 5 years)	Some of this was accomplished through the two public forums that were held during the development of the Historic Preservation Plan.

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Historic and Cultural Identify			B.3 Develop more robust resources for historic homeowners on what they can do with their homes/properties to maintain historic features and attributes, including a Historic Preservation Primer. Other resources may include a historic design library, better online resources on the Town's webpage, and public seminars on how to preserve historic homes (how to restore historic windows, historic property maintenance, etc.), to encourage more proactive maintenance and restoration of properties.	Historical Commission	Short-Term (within 5 years)	
Historic and Cultural Identify			B.4 Working in collaboration with the Historical Society, the Historical Commission, the Wayside Inn, the Sudbury Cultural Council, and other interested parties, develop materials focused on Sudbury's historical resources to support the local tourist economy. This would include connections to the rail trails, incorporating historical railroad elements, and capitalizing on bicycle and pedestrian use to attract tourism.	Historical Commission	Short-Term (within 5 years)	This would be a function under the Stewardship Working Group and is fully discussed in the Historic Preservation Plan.
Historic and Cultural Identify			B.5 Create more descriptive and informative Historic Districts Design Guidelines. Review guidelines from other Massachusetts communities as a first step.	Historic Districts Commission	Short-Term (within 5 years)	CPA funds were allocated for this project at the May 2022 Annual Town Meeting to the HDC. An RGO has been developed and is being distributed to consultants for response.
Historic and Cultural Identify			<b>C. Sudbury will continue to foster a vibrant local arts and culture network.</b>			
Historic and Cultural Identify			C.1 Coordinate efforts between the Cultural Council, Sudbury Arts, and the Commission on Disability to increase access and offerings related to the arts for people with disabilities.	Commission on Disability	Short-Term (within 5 years)	
Historic and Cultural Identify			C.2 Encourage collaboration between local arts, cultural, historic organizations, and the local business community to create community-wide events and programming.	Town Manager	Short-Term (within 5 years)	
Historic and Cultural Identify			C.3 Continue to provide local artists and arts organizations with access to municipal facilities as appropriate to display art, hold classes, and publicize events.	Town Manager	Ongoing	
Historic and Cultural Identify			C.4 Work with Sudbury Public Schools and Lincoln-Sudbury Regional High School on special projects that engage students with local historic resources and cultural entities.	Cultural Council	Ongoing	
Natural Environment			<b>NATURAL ENVIRONMENT</b>			
Natural Environment			<b>A. Sudbury will take proactive measures to protect the Town's drinking water supply.</b>			
Natural Environment		Route 20 Corridor	A.1 Revisit the Water Resource Protection Overlay District to determine whether this zoning tool is still functioning as intended. Revise the Zoning Bylaw as appropriate (see <b>Route 20 Corridor</b> ).	Planning & Community Development	Mid-Term (5-10 years)	
Natural Environment			A.2 Review all local regulations that govern development above the aquifer (e.g., Zoning, Board of Health, Conservation, Subdivision) to ensure provisions protect water quality and allow for groundwater recharge to the greatest extent practicable.	Planning & Community Development	Long-Term (more than 10 Years)	
Natural Environment		Conservation and Recreation Land	A.3 Monitor lands within the aquifer for opportunities to implement conservation strategies, such as property acquisition and conservation restrictions. See <b>Conservation and Recreation Land</b> .	Conservation Commission	Ongoing	Conservation Coordinator continues to work towards completing outstanding Conservation Restrictions required by past Orders to permanently protect lands with aquifers. The Conservation Coordinator has completed one, has four under state review, and has two more under development in the past year. This effort has been substantially been encumbered by lack of staffing at the State level.
Natural Environment			A.4 Continue coordination with the Sudbury Water District as it plans for future investments.			Monitoring of existing Conservation Restrictions has been advanced with the on-boarding of the Land Manager to ensure the integrity of CR lands is maintained. Periodic discussions between PCO and the Sudbury Water District continue to take place.
Natural Environment			<b>B. Sudbury commits to implementing best management practices for stormwater management.</b>	Planning & Community Development	Ongoing	
Natural Environment			B.1 Identify opportunities to install green infrastructure on town properties in existing or planned infrastructure.	DPW	Short-Term (within 5 years)	
Natural Environment			B.2 Where appropriate, incorporate language into the Zoning Bylaws and Subdivision Rules and Regulations that limits the area of alteration on a site, protects steep slopes, and limits the removal of existing native vegetation or trees on a site. Encourage these best practices in cluster developments.	Planning & Community Development	Mid-Term (5-10 years)	
Natural Environment			B.3 Revise all local regulations (e.g., Zoning, Board of Health, Conservation, Subdivision) to allow the use of porous/pervious materials to take the place of traditional impervious cover where appropriate.	Planning & Community Development	Long-Term (more than 10 Years)	Definition of "impervious surface" was updated in the Stormwater Management Bylaw at the May 2022 Annual Town Meeting.
Natural Environment		Town Facilities, Services, and Infrastructure	B.4 Continue to support the implementation of the Town's Stormwater Water Management Program Plan with adequate staffing, equipment, and financial resources (See <b>Town Services, Facilities, and Infrastructure</b> ).	DPW	Ongoing	
Natural Environment			B.5 Prioritize green infrastructure to manage stormwater as part of future public and private projects and investments. Add language to Sudbury's Stormwater Bylaw.	DPW	Ongoing	
Natural Environment			<b>C. Sudbury commits to enhancing and maintaining the quality of surface water resources.</b>			
Natural Environment		Conservation and Recreation Land	C.1 Monitor lands around ponds and waterways for opportunities to implement conservation strategies, such as property acquisition, conservation restrictions, and public education about the water quality impacts of fertilizer use, among other strategies (see Action E.2 below and <b>Conservation and Recreation</b> ).	Ponds & Waterways Committee	Ongoing	
Natural Environment			C.2 Continue to implement strategies in the Ponds and Waterways Master Plan.	Ponds & Waterways Committee	Ongoing	

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Natural Environment			C.3 Continue participation in regional planning and management efforts in the SuAsCo River watershed.	Planning & Community Development	Ongoing	
Natural Environment			<b>D. Sudbury encourages policies and development standards that protect and improve the Town's natural resources.</b>	Planning & Community Development	Short-Term (within 5 years)	
Natural Environment			D.1 Require the use of low impact design standards for projects near sensitive environmental resources and encourage town wide as appropriate.	Conservation Commission	Mid-Term (5-10 years)	With the Bylaw modifications approved at Fall Town Meeting, 2023, we will be making necessary revisions to the Regulations. Our Bylaw and Regulations have been a model for other communities so they are very effective, but we will be modifying to include invasive species management and climate resiliency.
Natural Environment			D.2 Evaluate the effectiveness of Sudbury's Wetlands Bylaw and Regulations and revise as needed to best protect wetlands.	Planning & Community Development	Mid-Term (5-10 years)	
Natural Environment		Resiliency	D.4 Identify opportunities to restore the Town's floodplain areas to natural states wherever possible (see <b>Resiliency</b> ).	Conservation Commission	Mid-Term (5-10 years)	
Natural Environment			D.5 Develop a forestry management plan to address publicly owned forested areas.	Planning & Community Development	Ongoing	With the assistance of an Eagle Scout, substantial introduction of native species to diversify the species assembly in the Davis Farm Pollinator Garden was greatly enhanced.
Natural Environment			D.6 Develop a tree preservation bylaw that defines tree preservation standards and mitigation for public and private properties and establishes a tree warden or tree commission with enforcement powers and master planning responsibilities. Consider mitigation requirements such as a tree fund or tree bank.	Conservation Commission	Mid-Term (5-10 years)	Coordination with the Recreation Department and Public Works Department has successfully protected the nesting Bobolink population at Davis Field by modifying the mowing regime.
Natural Environment		Conservation and Recreation Land	D.6 Monitor lands that support important wildlife habitat for opportunities to implement conservation strategies, such as property acquisition and conservation restrictions (See <b>Conservation and Recreation</b> ).	Conservation Commission	Ongoing	
Natural Environment			<b>E. Sudbury will educate private property owners about the community-wide benefits of healthy natural resources on their land.</b>	Conservation Commission	Short-Term (within 5 years)	
Natural Environment			E.1 Promote land management programs for private property owners, including Chapter 61 programs.	Planning & Community Development	Short-Term (within 5 years)	
Natural Environment			E.2 Continue to educate the public about how they can implement best practices for stormwater management on their properties. Examples include rain gardens, rain barrels, and reduced impervious surfaces.	Conservation Commission	Ongoing	
Natural Environment			E.3 Educate residents about the impacts of fertilizers and lawn chemicals on local waterways and promote the use of alternative environment-friendly options.	Conservation Commission	Short-Term (within 5 years)	
Natural Environment			E.4 Educate residents about the importance of tree cover and selective clearing of forested areas.	Conservation Commission	Short-Term (within 5 years)	
Conservation and Recreation Land			<b>CONSERVATION AND RECREATION LAND</b>			
Conservation and Recreation Land			<b>A. Sudbury will use existing plans to help address the conservation and recreation needs of the community.</b>	Planning & Community Development	Ongoing	The PCD office is working with the Park & Recreation Director to outline a scope of work and craft and RFQ/P for the completion of the OSRP.
Conservation and Recreation Land		Natural Environment	A.1 Support the implementation of the Open Space & Recreation Plan Action Plan. Ensure the plan takes a big-picture approach to the design and programming of the Town's parks and open space resources.	Ponds & Waterways Committee	Ongoing	
Conservation and Recreation Land			A.2 Encourage and support on-going updates of conservation plans like Ponds and Waterways Master Plan and Land Management Plan for the Watersheds of the Sudbury Reservoirs.	Park & Recreation Department	Ongoing	Phase 1 of the Feeley Field improvements (CPA funding) will be completed by the end of 2023 with punch list items and some minor plantings to be completed in the Spring of 2024. This includes accessibility improvements to the lower fields.
Conservation and Recreation Land			A.3 Be proactive to ensure that outdoor areas, such as athletic fields and trails, are accessible to all residents and that accommodations are in place to make this possible, using federal and state ADA standards and universal design principles.	Planning & Community Development	Ongoing	
Conservation and Recreation Land			<b>B. Sudbury will continue to be proactive about identifying and prioritizing lands of interest for conservation.</b>	Planning & Community Development	Ongoing	
Conservation and Recreation Land			B.1 Continue the work of the Community Preservation Committee, the Sudbury Land Acquisition Review Committee, and regional partners like the Sudbury Valley Trustees.	Planning & Community Development	Ongoing	
Conservation and Recreation Land			B.2 Promote opportunities for public use as part of property acquisition to ensure community benefits and continued support of land acquisition initiatives.	Planning & Community Development	Ongoing	

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Conservation and Recreation Land			B.3 Continue planning efforts to increase public conservation and recreational benefits of Sewataro and Broadacre properties.	Conservation Commission & Park and Recreation Dept	Ongoing	The pond management at Sewataro is providing great water quality through aeration without the use of any chemicals. The program was modified this year to allow the sediment from the swimming pond to periodically be removed to further improve water quality and clarity.  A CPA Application has been filed for funding of the Broadacres Community Garden. The wetlands replication area for the Bruce Freeman Rail Trail has been installed at Broadacres. Public education signs will be installed to inform people about wetlands protection.
Conservation and Recreation Land			<b>C. Sudbury will work to increase programming to meet needs for organized activities.</b>			
Conservation and Recreation Land			C.1 Make grading improvements to existing fields, such as Davis and Feeley Fields.	Park & Recreation Department	Short-Term (within 5 years)	Phase II of Feeley field improvements with grading and drainage will be addressed in this round. CPA funding for this project is in place. A contract has been awarded and work is projected to begin in the Summer of 2024.
Conservation and Recreation Land			C.2 Consider lighting to artificial turf fields to allow usage at night.	Park & Recreation Department	Short-Term (within 5 years)	The only Turf field under Park & Rec control is Cutting Turf. At this time we have no plans to light that field. We are in the process of doing a field assessment plan. The plan will allow for discussion with the user groups for planning for the future.
Conservation and Recreation Land			C.3 Ensure indoor and outdoor activities and programs for residents that are accessible and support the participation of those individuals living with disabilities.	Park & Recreation Department	Ongoing	The new Community Center will be online this year, which will allow for more programs. The funding of these programs needs to be solved before a large plan can be implemented.
Conservation and Recreation Land			C.4 Continue implementation of the Athletic Fields Needs Assessment and Master Plan.	Park & Recreation Department	Ongoing	CPA finds were secured for the completion of this plan. The Park & Recreation Department is working the PCO staff to develop and RFP for the Athletic Fields Assessment, Master Plan, and Open Space and Recreation Plan. These 3 items are all interconnected and having the processes occur simultaneously will be best.
Conservation and Recreation Land			<b>D. Sudbury recognizes the importance of communication between the Town and residents and will enhance the effort to inform people of conservation efforts.</b>			
Conservation and Recreation Land			D.1 Develop public education materials that explain the local acquisition process and promote conservation efforts.	Planning & Community Development	Short-Term (within 5 years)	
Conservation and Recreation Land			D.2 Collaborate with the Land Acquisition Review Committee to improve acquisition process education in Sudbury.	Planning & Community Development	Short-Term (within 5 years)	
Conservation and Recreation Land			<b>E. Sudbury will commit to enhancing connections between open space areas, parks, schools, and historic resources with residential areas for walking/biking, which will increase recreational opportunities and access to these resources.</b>			
Conservation and Recreation Land	High Impact Project	Transportation and Connectivity	E.1 Support the completion of the BFR and ensure accessibility in compliance with ADA regulations.	Bruce Freeman Rail Trail Design Task Force	Short-Term (within 5 years)	Construction bids were opened in Fall 2022 with the project breaking ground in January 2023. The design plans comply with ADA requirements; benches and sitting areas are provided every 1/2 mile (+/-). The BFR construction is moving along nicely with completion anticipated in the Fall of 2025.
Conservation and Recreation Land	High Impact Project	Transportation and Connectivity	E.2 Continue the expansion of the BFR through the Town-owned CSX Corridor property (See <b>Transportation and Connectivity</b> Action C.2)	Planning & Community Development	Short-Term (within 5 years)	Additional CPA funds were allocated at the May 2023 Annual Town Meeting and the Town received a Mass Trails Grant for the 25% design. Fuss & O'Neill completed a feasibility study of the last 1.4 miles in June 2023 and has submitted 25% design plan to MADOT. CPA funds were allocated at the May 2024 Annual Town Meeting to complete the final design. The Town has been awarded a Mass Trails grant to assist with funding the final design. The project is also included in the 2025-2029 Transportation Improvement Program (TIP) for construction funding.
Conservation and Recreation Land		Transportation and Connectivity	E.3 Identify gaps and opportunities to link conservation and recreation resources, residential areas, schools, historic places, etc. by strategically expanding the existing network of walkways. (See <b>Transportation and Connectivity</b> ).	Planning & Community Development	Mid-Term (5-10 years)	
Conservation and Recreation Land		Transportation and Connectivity	E.4 Continue to discuss the design of the proposed Mass Central Rail Trail with regional and state partners.	Select Board	Ongoing	Bi-Weekly meetings were being held with the project development team and the project is now under construction.
Conservation and Recreation Land			<b>F. Sudbury will work with local organizations like the Sudbury Senior Center and other town departments to connect residents with conservation areas in the community.</b>			

Sudbury Master Plan - Action Items

MP Chapter	Prioritization	Chapter Link	Action Item	Advocate	Timeframe	Action Updates
Conservation and Recreation Land			F.1 Increase programming in conservation areas for all residents, particularly seniors, youth, and those living with disabilities.	Conservation Commission	Short-Term (within 5 years)	The Conservation Coordinator sponsored and led educational walks in conjunction with the Lincoln-Sudbury Adult Education Program.
Conservation and Recreation Land			F.2 Create more community gardens or similar amenities that are accessible to people of all abilities, include seating and gathering areas for the multi-generational experience.	Conservation Commission	Short-Term (within 5 years)	The Conservation Coordinator has worked to make improvements at the existing Lincoln Meadows Community Garden and received \$40,000 in CPA funds at the May 2024 Annual Town Meeting to install a well to service the existing garden.
Conservation and Recreation Land			F.3 Work with Sudbury Public Schools and Lincoln-Sudbury Regional High School to incorporate awareness and direct experience of conservation areas into arts, science, and history curricula.	Conservation Commission	Mid-Term (5-10 years)	
Town Facilities, Services, and Infrastructure			<b>TOWN FACILITIES, SERVICES, AND INFRASTRUCTURE</b>			
Town Facilities, Services, and Infrastructure			<b>A. Sudbury will plan for and implement changes to its services and facilities that anticipate the needs of an aging population consistent with Livable Sudbury: A Community Needs Assessment and the Americans with Disabilities Act.</b>			
Town Facilities, Services, and Infrastructure			A.1 Convene a Livable Sudbury Working Group with leadership from the Council on Aging, Senior Center, and Livable Sudbury Ambassador, and representation from public safety (Police, Fire, EMA), Planning and Community Development, the library, and the Commission on Disability among other municipal departments, to prioritize and implement the potential action items in <i>Livable Sudbury</i> . (Short term then Ongoing)	Council on Aging	Ongoing	
Town Facilities, Services, and Infrastructure			<b>B. Sudbury will commit to research and, where appropriate, invest in technology that will enhance municipal services.</b>			
Town Facilities, Services, and Infrastructure			B.1 Invest in upgrades to GIS data that will help visualize and, where applicable, analyze data for the Assessor's Office, Planning and Community Development, the Department of Public Works, public safety, the Historical Commission, and others.	Select Board	Short-Term (within 5 years)	
Town Facilities, Services, and Infrastructure			B.2 Dedicate resources to exploring the coordination and implementation of new technology across multiple departments. Produce reports for each department on possible investments and returns.	Select Board	Mid-Term (5-10 years)	
Town Facilities, Services, and Infrastructure			B.3 Explore the possibility of using Asset Management software as part of planning for facilities maintenance and capital expenditures.	Facilities Department	Mid-Term (5-10 years)	
Town Facilities, Services, and Infrastructure			B.4 Continue to study the ongoing evolution of wireless technology and supporting infrastructure and dedicate funds to this type of study if needed. Revisit the Wireless Service Overlay District as necessary.	Planning Board	Mid-Term (5-10 years)	Planning Board and Select Board have engaged Isotope LLC to work on wireless services analysis and regulations. The Select Board forwarded a small cell bylaw to Town meeting which was approved. The Planning Board continues to work with Isotope LLC to make proposed amendments to the Wireless Bylaw.
Town Facilities, Services, and Infrastructure			<b>C. Sudbury will commit resources to increasing revenue to the Town.</b>			
Town Facilities, Services, and Infrastructure		Economic Development	C.1 Hire an economic development planner tasked with managing projects specific to economic development and working on business retention, expansion, and outreach/relationship building (See <b>Economic Development</b> ).	Select Board	Short-Term (within 5 years)	PCD has been allocated \$35,000 of ARPA funding to hire an Economic Development Consultant. Discussions with the Planning Board indicate the best way to use the funding is to obtain a better handle on what the consultant sees as the potential economic impact of a permanent position. PCD staff is working to execute the usage of this funding.
Town Facilities, Services, and Infrastructure			C.2 Evaluate the most effective way to increase grant writing capacity for the Town and commit resources accordingly. This may or may not include additional staffing.	Select Board	Short-Term (within 5 years)	
Town Facilities, Services, and Infrastructure			<b>D. Sudbury recognizes the value of well-planned maintenance and asset management programs and will weave these practices into the everyday provision of municipal services</b>			
Town Facilities, Services, and Infrastructure	Critical Path Action		D.1 Develop a comprehensive Facilities Assessment and Maintenance Plan that includes a Capital Needs Assessment for every municipal building.	Facilities Department	Short-Term (within 5 years)	The Facilities Director is working on final stages of contracting with Alpha and Bright Software. Alpha is undertaking the facility condition and use assessment and will take the data and populate the Brightly software. In addition to excel spreadsheets, CAD drawings and narratives, a Facility Condition Index as well as cost estimates will be deliverables.
Town Facilities, Services, and Infrastructure			D.2 Consider the development of a more formal Asset Management Program that emerges from the Facilities Assessment and Maintenance Plan.	Town Manager	Short-Term (within 5 years)	
Town Facilities, Services, and Infrastructure			D.3 Ensure the Facilities Assessment and Maintenance Plan addresses any state or federal compliance requirements (e.g., MS4 stormwater program).	Town Manager	Short-Term (within 5 years)	
Town Facilities, Services, and Infrastructure			D.4 Develop educational materials for the public that raise awareness of the need for maintenance related to municipal facilities.	Facilities Department	Short-Term (within 5 years)	
Town Facilities, Services, and Infrastructure			D.5 Develop sustainability goals for Town facilities, infrastructure, and operations.	All Departments, Town Manager	Short-Term (within 5 years)	
Town Facilities, Services, and Infrastructure			<b>E. Sudbury is committed to be a community where people of all ages and abilities enjoy access to municipal services, facilities, and public discussion.</b>			
Town Facilities, Services, and Infrastructure	Public Health and Social Wellbeing		E.1 Ensure all digital material developed by the Town and posted on its website is accessible to people with disabilities (See <b>Public Health and Social Wellbeing Policy C</b> ).	Town Manager	Short-Term (within 5 years)	
Town Facilities, Services, and Infrastructure			E.2 As part of the Self Evaluation of Town facilities, properties, and services, develop a Transition Plan to meet the regulatory requirements outlined in ADA. Coordinate the Transition Plan with the State Historic Preservation Office and the State Architectural Review Board for all facilities located in the Town.	Facilities Department	Short-Term (within 5 years)	



Sudbury Master Plan - Action Items

MP Chapter	Prioritization	Chapter Link	Action Item	Advocate	Timeframe	Action Updates
Town Facilities, Services, and Infrastructure			E.3 Ensure the Town achieves and maintains compliance with Title II of ADA.	Town Manager	Ongoing	
			<b>HOUSING</b>			
Housing			<b>A. Sudbury will actively pursue housing strategies that will diversify its housing stock in ways that are consistent with the character of existing districts.</b>			
Housing			A.1 Prepare for future development proposals by identifying areas where middle housing (market-rate options that meet the demand for housing types other than single-family homes or larger multi-family complexes) could serve as a transition between mixed-use/multi-family developments and surrounding residential neighborhoods.	Planning & Community Development	Short-Term (within 5 years)	The Planning Board created the Multi-Family Overlay District, which was approved at the May 2024 Annual Town Meeting. This Bylaw allows "middle housing" by-right and complies with the MBTA Communities law. The Planning Board will continue to seek opportunities for transformative developments that meet this goal throughout Town.
Housing			A.2 Prepare for future development proposals by identifying larger developable parcels where middle housing types may be appropriate as part of a town-wide Housing Strategy to provide both home ownership and rental opportunities.	Planning & Community Development	Short-Term (within 5 years)	
Housing			A.3 Adopt new or revised zoning bylaws to enable development consistent with A.2 above.	Planning & Community Development	Mid-Term (5-10 years)	
Housing		Route 20 Corridor	A.4 Pursue regulatory changes (potentially an overlay district) and infrastructure investments that will allow for higher density housing within the Route 20 Corridor area (see <b>Route 20 Corridor</b> ).	Planning & Community Development	Mid-Term (5-10 years)	
Housing			A.5 Ensure zoning allows or requires the inclusion of housing types that will be much more affordable than typical single-family homes in Sudbury. Where a new Housing Production Plan or Housing Strategy is developed, new development should be consistent with the strategies in that plan. Partner with the Sudbury Housing Authority and Sudbury Housing Trust in this effort.	Planning & Community Development	Mid-Term (5-10 years)	
Housing			<b>B. Sudbury will continue to support a sophisticated local network of organizations committed to meeting local housing needs.</b>			
Housing	Critical Path Action		B.1 Develop a town-wide Housing Strategy that will enable the Town to meet local needs and maintain its SHI stock above 10%. Ensure that the needs of those who require accommodations and accessible housing are addressed. Develop a Housing Strategy which would include active engagement of the Housing Trust, Sudbury Housing Authority, and Regional Housing Services Organization (RHISO).	Planning & Community Development	Short-Term (within 5 years)	PCD is in the process of completing a Housing Production Plan compliant with the requirements of the Commonwealth. This document outlines goals and strategies for the maintenance of the Town's current compliance with SHI requirement and for expanding the style, location, and affordability of newly produced housing units in Sudbury.
Housing			B.2 Provide resources for the continued training and education of municipal staff and board members on issues related to housing.	Planning & Community Development	Short-Term (within 5 years)	
Housing			B.3 Continue active support for and participation in the RHISO.	Planning & Community Development	Short-Term (within 5 years)	PCD recently brought on a Community Preservation Coordinator who is staffing the Housing Trust and assisting the RHISO with various housing tasks.
Resiliency			<b>RESILIENCY</b>			
Resiliency			<b>A. Sudbury recognizes it is vulnerable to the impacts of natural hazards and climate change and will build capacity to be more resilient.</b>			
Resiliency			A.1 Hire municipal resiliency staff that can work with multiple departments, boards, and committees to plan for and implement strategies that will build the Town's resiliency to the impacts of natural hazards and climate change.	Town Manager	Short-Term (within 5 years)	Town Manager's Office hired a Sustainability Coordinator in the Spring of 2023.
Resiliency			A.2 Maintain the network of stakeholders that participated in the Municipal Vulnerability Preparedness (MVP) process to continue implementation of the workshop outcomes. Consider periodic update meetings to evaluate progress and revisit priorities as needed.	Planning & Community Development	Short-Term (within 5 years)	The Sustainability Coordinator has applied for a received planning funding from the MVP Program to complete an MVP 2.0 Report. This will review and update the priorities from the previous MVP Report and will continue to engage the previous and new stakeholders. The planning process for MVP 2.0 is underway.
Resiliency			A.3 Develop outreach programs and materials to educate residents and businesses about the efforts the Town is doing to be more resilient and how they can contribute and be a part of the process (see <b>Natural Environment</b> ).	MVP Committee	Short-Term (within 5 years)	
Resiliency			A.4 Continue to pursue implementation funding from the MVP program to implement the MVP workshop outcomes. Research additional federal, state, and regional funding sources that can support these initiatives.	Planning & Community Development	Ongoing	
Resiliency			A.5 Continue to stay current on climate change data as it becomes available. Incorporate changes to address these new issues into local policies and regulations as appropriate, including the Hazard Mitigation Plan (HMP).	Planning & Community Development	Ongoing	
Resiliency	Conservation and Recreation Land		A.6 Monitor lands with natural resources, such as wetlands and others with flood storage capacity, for opportunities to implement conservation strategies, such as property acquisition and conservation restrictions (see <b>Conservation and Recreation</b> ).	Conservation Commission	Ongoing	Monitoring of existing Conservation Restrictions has been advanced with the on-boarding of the Land Manager to ensure the integrity of CR lands in maintained.
Resiliency			<b>B. Sudbury understands that the HMP is an important document to help it prepare for and recover from natural hazard events.</b>			
Resiliency			B.1 Update the Sudbury HMP every five years to measure progress of its n plan's goals, to update new goals into the plan and thereby remain eligible for Federal Emergency Management Agency (FEMA) funding.	Fire Chief	Ongoing	We are also now able to take a more active role in land management of the Conservation lands, including invasive species management and installing beaver deceivers at Hop Brook to prevent flooding and educating the public on this option in relation to beaver management.
Resiliency			B.2 Coordinate annual updates from the HMP Committee with annual updates from the Master Plan Implementation Committee.	Fire Chief	Ongoing	

Sudbury Master Plan - Action Items

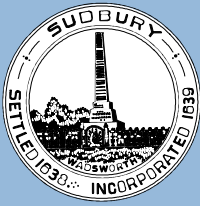
MP Chapter	Prioritization	Chapter Link	Action Item	Advocate	Timeframe	Action Updates
Resiliency			<b>C. Sudbury is committed to conserving energy and using renewable energy sources to reduce costs as well as its carbon footprint.</b>			
Resiliency			C.1 Research and develop carbon and climate related goals and create a carbon reduction plan.	Planning & Community Development	Short-Term (within 5 years)	
Resiliency			C.2 Create informational mechanism(s) to connect businesses and residents with renewable energy resources. Examples include: a page on the Town's website and developing and/or distributing pamphlets and informational materials available through regional and state entities, such as the Massachusetts Clean Energy Center.	Planning & Community Development	Mid-Term (5-10 years)	
Resiliency			C.3 Continue to upgrade Town facilities and buildings to improve the energy efficiency.	Facilities Department	Ongoing	
Resiliency			C.4 Continue to identify opportunities to install solar electric systems on Town properties.	Facilities Department	Ongoing	
Resiliency			<b>D. While the impacts of the COVID-19 pandemic are still unknown, Sudbury recognizes the need to understand the current snapshot of the Town's social and economic situation as a result, and plan for future public health events that impact its ability to deliver town services and will have social and economic effects on the community.</b>			
Resiliency			D.1 Identify data that can help understand the impacts of the COVID-19 pandemic, including data the Town already collects and new data points needed.	Town Manager	Short-Term (within 5 years)	
Resiliency			D.2 Identify where the Town was successful in delivering Town services and functions and where gaps existed during the COVID-19 pandemic, and design plans to address these short falls.	Town Manager	Short-Term (within 5 years)	
Resiliency			D.3 Collaborate with neighboring communities and state and regional partners to collect and analyze data that will help measure the impacts of COVID-19 and develop policies to address future pandemics.	Town Manager	Short-Term (within 5 years)	
Public Health and Social Wellbeing			<b>PUBLIC HEALTH AND SOCIAL WELLBEING</b>			
Public Health and Social Wellbeing			<b>A. Sudbury will work to build capacity and support existing networks of municipal departments like the Department of Health and Board of Health that are working on public health issues, including opioid addiction, mental health, social isolation, dementia, etc.</b>			
Public Health and Social Wellbeing			A.1 Increase staffing to support public health work and utilize volunteers in the community to assist with educating and serving residents.	Town Manager	Short-Term (within 5 years)	
Public Health and Social Wellbeing			A.2 Identify opportunities to work with neighboring communities and regional networks to share resources and information to address common public health issues.	Board of Health	Short-Term (within 5 years)	
Public Health and Social Wellbeing			<b>B. Sudbury will consider social determinants and integrate health policies into other aspects of municipal planning decisions.</b>			
Public Health and Social Wellbeing			B.1 Conduct community needs assessments to identify gaps in health and social services for current and future residents, particularly seniors, residents with disabilities, and low-income families and individuals. Use <i>livable Sudbury</i> as a starting point to expand an assessment to other populations in the community.	Board of Health	Short-Term (within 5 years)	
Public Health and Social Wellbeing			B.2 From the outcomes of the community needs assessment, engage the community to prioritize strategies to address gaps and strengthen opportunities.	Board of Health	Short-Term (within 5 years)	
Public Health and Social Wellbeing			<b>C. Sudbury will work to diversify and expand communication tools and strategies about public health issues and locally available services.</b>			
Public Health and Social Wellbeing		Town Facilities, Services, and Infrastructure	C.1 Create integrated communication channels and ensure that municipal digital materials are accessible to people with disabilities (see <b>Town Facilities, Services, and Infrastructure</b> Policy E).	Town Manager	Short-Term (within 5 years)	
Public Health and Social Wellbeing			C.2 Collaborate with local organizations such as the Senior Center, the Commission on Disability, and the Town Social Worker to share/disseminate information with their constituents as well as the community in general.	Town Manager	Short-Term (within 5 years)	
Public Health and Social Wellbeing			<b>D. Sudbury will work to connect public health resources with transportation options</b>			
Public Health and Social Wellbeing		Transportation and Connectivity	D.1 Continue to support the Council on Aging/ Senior Center to enhance transportation services such as Sudbury Connect and FISH (see <b>Transportation and Connectivity</b> ).	Council on Aging	Short-Term (within 5 years)	
Public Health and Social Wellbeing		Transportation and Connectivity	D.2 Include access to public health resources in the "Making the Connections" pilot study (see <b>Transportation and Connectivity</b> ).	Planning & Community Development	Short-Term (within 5 years)	The Go Sudbury! Transportation Program offers free taxi rides for medical appointments for those who qualify for the program.
Public Health and Social Wellbeing			<b>E. Sudbury will work to strengthen social and civic engagement to bring residents together.</b>			
Public Health and Social Wellbeing			E.1 Evaluate such opportunities based on participation costs and consider including free events or costs based on a sliding scale.	Park & Recreation Department	Short-Term (within 5 years)	Funding of the Park and Recreation Department would need to be addressed as all of the programming is self funding so to offer free or lower cost could not be done at this time. A free event was done this the Fall Fest was handle at Haskell Fields on 9/18/22 with over 1,000 folks came out for fun, music and booths. This project was funded by the "Sudbury Foundation Grant" thanks to them and volunteers this event could happen.
Public Health and Social Wellbeing			E.2 Explore ways to create an outdoor accessible community common space for residents to utilize for activities like outdoor picnic and summer concerts and events.	Park & Recreation Department	Mid-Term (5-10 years)	The New Community building may address a few of these issues but a Pavilion etc.... events space needs to be explored. A Haskell redo of bathrooms/and adding a pavilion may be an option.
Public Health and Social Wellbeing			E.3 Insure civic participation, such as participation in Town Meeting and other Town-sponsored events for public input and engagement, continues to be accessible, inclusive, and equitable.	Select Board	Ongoing	

Attachment 10.a: Master Plan - Action Item Matrix for SB Update 240716 DRAFT (6278 : Planning dept projects update)

Sudbury Master Plan - Action Items

MP Chapter	Prioritization	Chapter Link	Action Item	Advocate	Timeframe	Action Updates
Public Health and Social Wellbeing			E.4 Continue to find opportunities through the Park and Recreation Department, Library, Senior Center, and local organizations to create family-friendly, all-ages, and all abilities community events year-round.	Relevant Departments	Ongoing	

Attachment 10.a: Master Plan - Action Item Matrix for SB Update 240716 DRAFT (6278 : Planning dept projects update)



SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**MISCELLANEOUS (UNTIMED)**

**11: Discussion on Fall Town Meeting**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Pursuant to General Bylaws, Article 1 Town Meetings, vote to hold a Public Hearing at the Select Board meeting of July 30, 2024, 7:15 PM, for the purpose of determining whether a Fall Town Meeting should occur, and to publicize the same.

Recommendations/Suggested Motion/Vote: Pursuant to General Bylaws, Article 1 Town Meetings, vote to hold a Public Hearing at the Select Board meeting of July 30, 2024, 7:15 PM, for the purpose of determining whether a Fall Town Meeting should occur, and to publicize the same.

Background Information:

Financial impact expected:

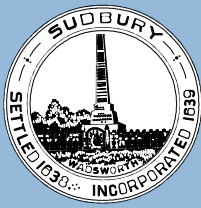
Approximate agenda time requested:

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

07/16/2024 7:00 PM



SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**MISCELLANEOUS (UNTIMED)**

**12: Summer 2024 Select Board Newsletter Topic Discussion**

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Discuss topics to be assigned for Summer 2024 - Select Board newsletter.

Recommendations/Suggested Motion/Vote:

Background Information:

List of previous topics attached

Financial impact expected:N/A

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

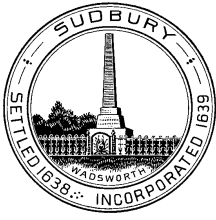
Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

07/16/2024 7:00 PM



# Town of Sudbury

Office of Select Board

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

[sbadmin@sudbury.ma.us](mailto:sbadmin@sudbury.ma.us)

Date: June 26, 2024  
To: Select Board  
From: Leila Frank  
Re: **Summer 2024 Select Board Newsletter Topics**

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

## **SPRING 2024**

Fire Station 2  
Transfer Station

## **WINTER 2024**

Elections 2024  
Firearm Safety  
Gun Shops Conversation

## **SUMMER 2023**

Fairbank Community Center  
Housing Production Plan  
PFAS in the Water  
Future Costs for Town Services  
Climate Change & Sustainability

## **SPRING 2023**

Sudbury's New Health Director Vivian Zeng  
Citizen Police Academy  
Commission on Disability - 30 Year Anniversary  
New Sustainability Coordinator Dani Marini-King

## **WINTER 2023**

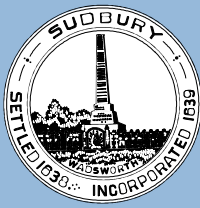
Introducing Town Manager Andy Sheehan  
Americans with Disabilities Act  
Legislative Priorities 2023-2024  
Annual Town Meeting  
Transportation Committee

### **SUMMER 2024 NEWSLETTER DEADLINES**

SB Meeting to Discuss Topic Assignments- Tuesday, July 16

Submission Deadline- Monday, July 29

SB Meeting Approval- Tuesday, August 13



SUDBURY SELECT BOARD  
Tuesday, July 16, 2024

**MISCELLANEOUS (UNTIMED)**

**13: 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:

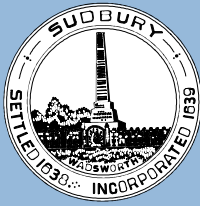
Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

07/16/2024 7:00 PM

## POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING/EVENT	DESCRIPTION
July 30	Election worker annual reappointments
	DEI interviews
	Public Hearing re: Fall Town Meeting
August 13, <b>hybrid</b> meeting at Police station	Summer 2024 Select Board Newsletter articles approval
	Women's Equality Day Proclamation
September 10	Legislative update with Sen. Eldridge and Rep. Gentile
September 24	Sudbury 250 Committee Quarterly Update
	Energy & Sustainability Committee follow-up meeting
Future items/date to be determined	Select Board Goal Setting 2025 ( <i>potential dates 9/4 or 9/5</i> )
	After-School Care: Town Manager Current State Review for Town Departments
	Remote Meeting Policy
	Economic Development Goal update
	Memorial Day Committee reappointments
	ARPA follow-up
	ADA transition plan
	Town Manager goals
	Curtis Middle School civics projects
	Quarterly meeting and update with Select Board formed committees, i.e., Energy and Sustainability Committee, DEIC, COA, Housing Trust, Rail Trails Advisory Committee, etc.
	KPI policy discussion
	MWRA Expansion Study
	Liaison status update on LS agreement
	Broadacres Property: next steps
	Bike shuttle program
	Pets in cemeteries
	Quarterly review of approved Executive Session Minutes for possible release (February, May, August and November).
	Solar Panels
	Work Session with Town Counsel: Select Board/Town Manager Code of Conduct and other procedural training - Policy Subcommittee





SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**MISCELLANEOUS (UNTIMED)**

**14: Minutes approval**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Review and possibly approve the minutes of 5/6/24

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

07/16/2024 7:00 PM

SUDBURY SELECT BOARD

MONDAY MAY 6, 2024

6:30 PM, LINCOLN SUDBURY REGIONAL HIGH SCHOOL

CONFERENCE ROOM "A"

390 LINCOLN ROAD, SUDBURY

Present: Chair Janie Dretler, Vice-Chair Lisa Kouchakdjian, Select Board Member Daniel Carty, Select Board Member Jennifer Roberts, Select Board Member Charles Russo, Town Manager Andrew Sheehan, Town Counsel Lee Smith

The statutory requirements as to notice having been compiled with, the meeting was convened at 6:30 PM in Conference Room "A" at Lincoln-Sudbury Regional High School.

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

**Call to Order**

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

**Opening remarks by Chair**

No remarks presented.

**Reports from Town Manager and Select Board**

No reports presented.

**Public comments**

None

**Consent Calendar**

1. Vote to grant a 1-day All Alcohol license to Goodnow Library Foundation, Inc. to accommodate Goodnow Library Foundation Donor Reception on Wednesday, May 29, 2024 from 5:30 PM to 7:30 PM at Goodnow Library, 21 Concord Rd, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.
2. As the Licensing Authority for the Town of Sudbury, vote to approve a new Entertainment License and Sunday Entertainment License for Oak Barrel Tavern, 528A Boston Post Road, as requested in an application dated February 27, 2024, subject to conditions put forth by the Building, Fire, Health and Police Departments.
3. As the Licensing Authority for the Town of Sudbury, vote to approve a new Entertainment License for Paani Indian Cuisine, 530A Boston Post Road, as requested in an application dated April 11, 2024, subject to conditions put forth by the Building, Fire, Health and Police Departments.

4. Vote to accept a \$15,000 grant from the Sudbury Foundation toward the project "Locally Grown Sudbury," as requested by Dani Marini-King, Sustainability Coordinator

Board Member Carty motioned to approve Consent Calendar Items 1, 2, 3 and 4, as printed in the agenda for the Select Board meeting of May 6, 2024. Board Member Roberts seconded the motion.

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

VOTED: To approve Consent Calendar items 1, 2, 3 and 4, as printed in the agenda for the Select Board meeting of May 6, 2024

**Discussion regarding 2024 Annual Town Meeting: consent calendar, positions on articles; other**

Present: Sandra Duran, Combined Facilities Director

Article 28 – Electric Vehicle Charging Stations – Goodnow Library

Town Manager Sheehan detailed the associated cost of \$157,728 would be funded by Eversource incentives and the EV incentive grant, with exception of \$5,168 which could be funded from the Solar Revolving Fund. Ms. Duran explained that the Solar Revolving Fund would cover all earmarks being considered.

Vice-Chair Kouchakdjian inquired about the Goodnow Library request of \$80,000. Board Member Roberts confirmed she totally supported the proposed EV project, and because certain funds were coming from the Town Solar Revolving Fund, a Warrant Article would not be required, and the project is well underway. She commented that good governance would not be reflected if the article was not Indefinitely Postponed (IP'd) at this time.

Board Member Russo stated that proposed funding would be the more expedient path to follow, thus the Article would not be necessary. He stressed that he supports the project.

Board Member Carty confirmed that the project was an example of poor communication from Library Staff and Library Trustees. He noted that the Select Board had a responsibility to review/discuss KPIs (Key Performance Indicator) capital projects per Select Board policy.

Vice-Chair Kouchakdjian agreed with proposed action as recommended by Board Member Roberts. She commented that vetting this proposal further would have been a waste of staff and community time and the article should be IP'd. She stressed that she fully supported the EV project, and inquired if the Article did pass at Town Meeting, could the Library allocate the \$80,000 as they wished. Town Manager Sheehan explained that Library Staff/Trustees listed a number of related funding sources including Free Cash, Town Manager's Capital Budget - the Solar Revolving Fund. He added that Free Cash funding did require a Town Meeting vote.

Chair Dretler mentioned that the Finance Committee voted 7-2 against supporting the Article, as presented.

Board Member Carty motioned to support Article 28 – Electric Vehicle Charging Stations – Goodnow Library. Vice-Chair Kouchakdjian seconded the motion.

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

VOTED: Not to support Article 28 – Electric Vehicle Charging Stations – Goodnow Library.

In regard to another Town Meeting topic, Chair Dretler noted that Governor Healey signed a bill last week regarding restaurants permanently being able to sell alcohol off-premises. She noted that several restaurants in Sudbury have been practicing such sales per following COVID regulation.

Town Manager Sheehan read a possible revision to the existing amendment: “Move in the words of the article to accept that Section 225.6B – Business Establishment that sells or serves malt, wine or spirits for consumption off-premises, shall be changed to Business Establishment, excluding the restaurant that sells or serves malt, wine, or spirits for consumption off-premises; and that in Section 2256.D, the reference to Section 2261.B shall instead, refer to Section 2025.6B, and provide the Town Clerk with authority to make ministerial or clerical revisions to the numbering on the placement of the amended Bylaw.”

Town Manager Sheehan noted that the more important piece involves the new language as signed by the Governor which was adopted last week, and includes several other items with it. He explained that by adding the words “excluding a restaurant” keeps the original intent in place.

Chair Dretler asked about the difference between restaurants selling alcohol offsite/to go and package stores selling alcohol offsite/to go. She recommended that the proposal be IP'd in order to fully scrutinize the associated bylaw.

Board Member Russo commented that good governance would be followed by adapting the bylaw which would be compliant with the law, especially when change and protections would be beneficial to the community.

Attorney Smith confirmed that the associated bylaw would take effect on the day the Town would pass the article, subject to actions finalized by the Attorney General's Office.

Board Member Russo commented that the protections taken would keep the Town compliant with the law that was passed last week and when there is good cause to change the law, the Board should. He thanked Town Staff for making the appropriate preparations and stated he was ready to move forward with the bylaw change.

Board Member Roberts stated there was no reason to IP this article and last week the Board did not know that this law was going forward. She noted the towns of Acton, Newton, and Dedham did not have sensitive areas related to an establishment with alcohol. She stressed the Town's goal was to protect these areas and be legally defensible.

Board Member Roberts stated she researched neighboring restaurants in Town to determine if they were offering alcohol takeout currently, and was pleased that Town Manager Sheehan and Attorney Smith prepared an amendment to the bylaw as read by Town Manager. She noted that the bylaw remains more robust when compared with peer communities. She confirmed she was comfortable moving forward.

Vice-Chair Kouchakdjian stated that she disagreed with Attorney Smith's stance that the Bylaw would be in effect upon approval by the Town and indicated that until the Attorney General approves it or not, there would not be a modified Town Bylaw.

Vice-Chair Kouchakdjian motioned to IP the Bylaw Article. Chair Dretler seconded the motion.

It was on motion 2-3; Roberts-no, Carty-no, Kouchakdjian-aye, Russo-no, Dretler-aye

VOTED: Not to Indefinitely Postpone (IP) the Bylaw Article

Discussion among Board Members took place regarding one of the concerned zoning parcels being owned by Herb Chambers. Vice-Chair Kouchakdjian stated that she disclosed her relationship with the Herb Chambers property and abstained from related voting about that specific parcel. Board Member Roberts questioned if it was appropriate for Vice-Chair Kouchakdjian to be involved in any of the current discussions in relation to those parcels. Board Member Russo recommended that Vice-Chair Kouchakdjian explain that relationship to Sudbury residents. Board Member Roberts mentioned the Select Board Code of Conduct and its application in this matter.

Board Member Roberts asked if the Board needed to decide about what action to take if the “off Select Board” amendment passed, such as implementation of a contingent motion. Board Member Carty mentioned it would be a moot point at that time.

Chair Dretler commented that the amendment in question had not yet been made, and the Board took a position on the original article.

Town Manager Sheehan mentioned that with any amendments that may come up, there might be opportunity for himself/Attorney Smith or other staff member to address implications of the proposed amendment. He stated that the change to the 500-foot zoning setback would likely eliminate four or five of the parcels, as they would be within one of the sensitive zoning use areas.

Board Member Russo asked if Board Members Roberts and Carty would consider presenting Article 16 – Amend Zoning Bylaw: Firearms Safety Business Use, with him. Members Carty and Roberts responded in the affirmative.

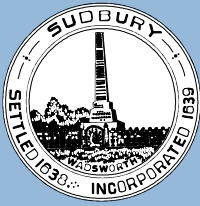
### **Adjourn**

Chair Dretler read in the words of the motion to adjourn to Town Meeting. Board Member Carty moved in the words of the Chair. Board Member Roberts seconded the motion.

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

VOTED: To adjourn to Town Meeting in the LSRHS Auditorium.

The meeting adjourned to Town Meeting at 7:03 PM.



SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**EXECUTIVE SESSION**

**15: Exec Session to discuss collective bargaining**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to enter Executive Session to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares, pursuant to General Laws chapter 30A, §21(a) (exception 3), with respect to the Sudbury Supervisory Association and Laborers International Union.

Recommendations/Suggested Motion/Vote: Vote to enter Executive Session to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares, pursuant to General Laws chapter 30A, §21(a) (exception 3), with respect to the Sudbury Supervisory Association and Laborers International Union.

Background Information:

Financial impact expected:

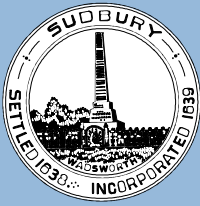
Approximate agenda time requested:

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

07/16/2024 7:00 PM



SUDBURY SELECT BOARD

Tuesday, July 16, 2024

**EXECUTIVE SESSION**

**16: Review/approve exec session minutes**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

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

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

Background Information:  
attached drafts - 1/9/24, 2/6/24, 3/12/24

Financial impact expected:

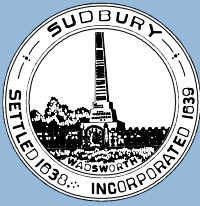
Approximate agenda time requested:

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

07/16/2024 7:00 PM



SUDBURY SELECT BOARD  
Tuesday, July 16, 2024

**EXECUTIVE SESSION**

**17: Close exec session**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close Executive Session and not resume Open Session.

Recommendations/Suggested Motion/Vote: Vote to close Executive Session and not resume Open Session.

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

07/16/2024 7:00 PM