

WARRANT ARTICLE

SUPPORTING DOCUMENTATION

Article #12

Collective Bargaining – Library

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN THE
TOWN OF STOUGHTON
AND THE
STOUGHTON LIBRARY STAFF ASSOCIATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION (MLSA)
LOCAL 4928
AMERICAN FEDERATION OF TEACHERS (AFT)
AFT MASSACHUSETTS (AFL-CIO)

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Stoughton Library Staff Association, Local 4928 (MLSA), American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO) (hereinafter the "Union") and the Town of Stoughton Board of Selectmen (hereinafter, the "Town").

WHEREAS, the Town and the Union entered into a collective bargaining agreement for the period July 1, 2022 through and including June 30, 2025; and

WHEREAS, the duly-authorized representatives of the Town and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Town and the Union have, subject to ratification by the membership of the Union and the Town, agreed to a successor agreement for the period of July 1, 2025, through and including June 30, 2028;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. The Collective Bargaining Agreement in effect for the period July 1, 2022 through and including June 30, 2025, shall be in full force and effect for the period July 1, 2025 through and including June 30, 2028, except as modified by this **MEMORANDUM OF AGREEMENT**.

2. ARTICLE 1 – RECOGNITION

A. THE TOWN AGREES TO VOLUNTARILY RECOGNIZE THE FOLLOWING POSITIONS:

All regular part-time positions (regardless of hours) including the following titles:

- (1) Library Aide
- (2) Library Page

B. AMEND PARAGRAPH 1.0 TO READ AS FOLLOWS:

1.0 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all full-time and regular part-time employees of the Town of Stoughton Public Library, including employees ~~who work twenty hours or more~~ in the titles of Library Aide, **Library Page**, Outreach Coordinator, Literacy Coordinator Assistant, Literacy Coordinator, Library Assistant 1, ~~Library Assistant 2~~, Circulation Department Liaison, ~~Assistant to the Library Director, PT Preschool Library Coordinator, Librarian 1 and Librarian 2~~, and excluding the Director of the Library, the Assistant Director of the Library, **and** custodian/maintenance craftsman. ~~and pages~~.

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3. POSITION UPGRADE:

Effective and retroactive to July 1, 2025 upgrade the Outreach Coordinator position from Grade 1 to Grade 2, and Christine Iacobucci the incumbent Outreach Coordinator shall move from Grade 1/Step 7 to Grade 2/Step 1.

3. ARTICLE 11 - VACATIONS

A. RENUMBER CURRENT PARAGRAPH 11.2 E TO READ 11.2 F.

B. ADD A NEW PARAGRAPH 11.2E TO READ AS FOLLOWS:

E. Vacation Carryover. Vacation time shall not be cumulative from year to year except for seventy (70) hours which may be held over to be used within three (3) months of the end of the fiscal year in which they were otherwise to be taken. The Town Manager, after consultation with the Human Resources **Library** Director, may extend the period of vacation carryover for an individual employee upon written request. If a new HR system is utilized by the Town, an implementation schedule for vacation and sick time shall be negotiated by the parties.

C. DELETE CURRENT PARAGRAPH 11.1:

~~11.1 Seniority shall be based on classification. For the purpose of this Article, Librarian I and Librarian II shall be considered one classification. In addition, for the purpose of this Article, Library Assistant I and Library Assistant II shall be considered one classification. In the event of two or more employees in the same classification, seniority will be based upon years of service. For employees hired after July 1, 2013, seniority will be based upon years of service at the Library.~~

D. RENUMBER PARAGRAPH(S) 11.2 THROUGH 11.6 TO READ 11.1 THROUGH 11.5.

E. AMEND PARAGRAPH 11.2 TO READ AS FOLLOWS:

11.2 Vacation Scheduling. Vacations shall be scheduled for the convenience of the ~~employee~~ and ~~based on the operational needs~~ of the Library. The Director will be responsible for maintaining a seniority listing which shall be used as a basis for the granting of vacations during the most desirable periods.

A. *Normally, no more than two (2) employees within the same classification shall be approved for vacation during the same period, however the Library*

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Director may consider additional requests provided that his/her reasons for approval and/or denial of such requests are consistent with paragraph D below.

- B.** Vacations for *requests of* less than one week, will be allowed only for the convenience of the Library, if possible. *and requests which exceed two (2) weeks will be granted based on operational needs, however such requests shall not be unreasonably denied.*
- C.** *Employees are encouraged to submit vacation requests in advance. With the ratification of the 2025-2028 collective bargaining agreement Employees may submit vacation requests in writing to the Library Director no earlier than April 1st of each year for the upcoming fiscal/contract year using the current process (Google Forms via the Stoughton Public Library – Time Off Request Form). Vacation requests received on the same day shall be considered received at the same time. The Library Director shall approve and/or deny requests in the order in which they are received, and will provide Employees with a response to each request consistent with paragraph D below. The Library Director shall be responsible for maintaining a list of vacation requests that have been received and approved, including any supporting documentation. This list and the supporting documentation shall be made available to the Union upon request. Absent circumstances beyond the control of the Employer, once a vacation request has been approved by the Library Director an Employee shall not be required to change his/her request.*
- D.** *Whenever a conflict arises regarding scheduling of a vacation period, the affected employees will be given the opportunity to resolve the matter amicably between themselves. If the affected employees are not able to reach agreement, then seniority within classification (Librarian, Coordinator, Library Assistant, Library Aide, and Page) shall determine which employee will be granted his/her vacation request using the seniority list in Appendix C, attached hereto and made a part hereof. The Library Director shall be responsible for maintaining a seniority list, which shall be kept up to date at all times and available to the Union upon request. Vacation time shall not be cumulative from year to year except for*

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70 hours which may be held over to be used within three (3) months of the end of the fiscal year in which they were otherwise to be taken. The Town Manager, after consultation with the Human Resources Director, may extend the period of vacation carryover for an individual employee upon written request. If a new HR system is utilized by the Town, an implementation schedule for vacation and sick time shall be negotiated by the parties

4. ARTICLE 21 – FILLING OF VACANCIES

A. AMEND PARAGRAPH 21.0 TO READ:

21.0 Posting of Vacancies. When the Town *creates a new position within the bargaining unit or* determines that a vacancy *in a current position* is to be filled, it shall be the policy of the Town to appoint the most qualified applicant, after having first posted the position for five (5) **ten (10)** days, *prior to the close of applications for the position, and the posting shall include listing the title, pay, duties and responsibilities, qualifications, the hours of work, the start date, and the end date (if applicable).*

B. AMEND PARAGRAPH 21.1 TO READ:

21.1 Filling of Vacancies. Such notice shall state a date not less than five (5) days after such posting within which it will receive applications for such vacancy or position for eligible employees desiring to apply for such job. *The Town desires that current employees be given maximum opportunity for advancement, and so whenever a vacancy occurs members of the bargaining unit will be given adequate opportunity to apply for the position. When filling vacancies:*

- A. Qualified members of the bargaining unit shall be considered before employees from outside the unit.**
- B. The Town will consider each applicant's qualifications, experience, length of service and his/her demonstrated competence in specific areas.**
- C. In a case where the Town determines that the qualifications, experience, and demonstrated competence of the applicants are relatively equal, seniority, as defined in Article 26, shall govern when filling a position.**
- D. The Town will notify the successful applicant in writing after the selection process has been completed.**

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5. ARTICLE 26 – MISCELLANEOUS

A. AMEND TITLE OF ARTICLE TO READ ARTICLE 26 – *WORKING CONDITIONS*

B. AMEND PARAGRAPH 26.7 TO READ AS FOLLOWS:

26.7 *Seniority - Probationary Period – Just Cause.*

A. *Seniority.* Seniority shall be based upon ***defined as the*** total continuous length of service in the Stoughton Public Library, ***and*** shall include all authorized leaves of absence. Seniority of part-time employees shall be pro-rated. In case of identical initial dates of employment or equal seniority, seniority shall be determined by the drawing of lots by such employees. ***With all other factors being equal as determined by the Town, the principal of seniority for employees shall govern and control in all cases of promotion within the bargaining unit, transfer, as well as preference in assignment to shift work, assignment to overtime, and choice of vacation period.***

B. *Probationary Period.* Employees will serve a six (6) month probationary period after being hired.

C. *Just Cause.* No employee who has completed his/her probationary period will be disciplined, ***demoted, reduced in rank or compensation,*** or discharged without just cause. Employees who are serving their probationary period do not have access to the grievance procedure if they have been terminated for job performance reasons.

6. ARTICLE 30 - REDUCTIONS IN FORCE

A. Amend Article to delete Paragraph C, and re-number Paragraph(s) D through J to read C through I.

C. Seniority shall be based upon total continuous length of service in the Stoughton Public Library, and shall include all authorized leaves of absence. Seniority of part-time employees shall be pro-rated. In case of identical initial dates of employment or equal seniority, seniority shall be determined by the drawing of lots by such employees.

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7. ARTICLE 31 – DURATION OF THIS AGREEMENT

Amend Article 31 to read as follows:

The duration of this Agreement shall be from July 1, 2022 **2025**, to June 30, 2025 **2028**.
Notification of proposed collective bargaining for each subsequent year's contract must be received at the Town Manager's office by September 16th.

8. APPENDIX A – SALARY SCHEDULE

A. EFFECTIVE AND RETROACTIVE TO JULY 1, 2025:

(1) AMEND APPENDIX A TO:

- a. Increase hourly rates by one and one-half percent (1.5%) across Step(s) 1-5 in all classifications.
- b. Increase hourly rates by two percent (2.0%) across Steps 6-10 in all classifications and all Off-Grid (OG) hourly rates.

(2) AMEND APPENDIX A TO ADD THE FOLLOWING CLASSIFICATIONS:

- a. **Library Aide** with an hourly rate of \$22.50 per hour.
- b. **Library Page** with an hourly rate of \$20.00 per hour.

(3) Increase the hourly rate of all employees classified as Library Aide by up to ten percent (10%) and not to exceed the Library Aide hourly rate of \$22.50 per hour.

(4) Increase the hourly rate of all employees classified as Library Page by up to ten percent (10%) and not to exceed the Page hourly rate of \$20.00 per hour.

B. EFFECTIVE JULY 1, 2026:

(1) AMEND APPENDIX A TO:

- a. Increase hourly rates by one and one-half percent (1.5%) across Step(s) 1-5 in all classifications.
- b. Increase hourly rates by two percent (2.0%) across Steps 6-10 in all classifications and all Off-Grid (OG) hourly rates.

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- c.** Increase the hourly rate of all employees classified as Library Aide by up to ten percent (10%) and not to exceed the Library Aide hourly rate of \$22.50 per hour.
- d.** Increase the hourly rate of all employees classified as Library Page by up to ten percent (10%) and not to exceed the Page hourly rate of \$20.00 per hour.

C. EFFECTIVE JULY 1, 2027:

(1) AMEND APPENDIX A TO:

- a.** Increase hourly rates by one and one-half percent (1.5%) across Step(s) 1-5 in all classifications.
- b.** Increase hourly rates by two percent (2.0%) across Steps 6-10 in all classifications and all Off-Grid (OG) hourly rates.
- c.** Increase the hourly rate of all employees classified as Library Aide by up to ten percent (10%) and not to exceed the Library Aide hourly rate of \$22.50 per hour.
- d.** Increase the hourly rate of all employees classified as Library Page by up to ten percent (10%) and not to exceed the Page hourly rate of \$20.00 per hour.

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8. APPENDIX C – SENIORITY LIST

A. ADD A NEW APPENDIX C TO READ AS FOLLOWS:

APPENDIX C - SENIORITY LIST		
EMPLOYEE	DOH	TITLE
JOSHUA J. OLSHIN	7/16/2007	Librarian - Adult/Reference
AMY DEAN	2/18/2014	Librarian - Childrens
LAUREN BERGHMAN	11/5/2018	Librarian - Young Adult
STACEY BESHERS	10/15/2019	Librarian - Childrens
MARGARET SEWCYK	10/4/1971	Pre-School Coordinator
SMADAR GEKOW	6/28/2006	Literacy Coordinator
CHRISTINE IACOBUCCI	5/7/2012	Outreach Coordinator
TERESA ROMEIRO	4/25/1996	Library Assistant
MELISSA MENESSES	6/18/2014	Library Assistant
MAGGIE REIS	1/14/2019	Library Assistant
JOANNA FURTADO	8/16/2021	Library Assistant
MELISSA FREITAS	1/3/2023	Library Assistant
JOAN ROAN	6/25/2019	Library Aide
NANCY MURPHY	10/9/2019	Library Aide
PATRICIA ANDERSON	10/15/2019	Library Aide
SUSAN LANE	9/15/2020	Library Aide
JESSICA CARON	11/7/2022	Library Aide
APRIL ZEMOTEL	1/2/2024	Library Aide
CHRISTINA PERNOCK	1/3/2024	Library Aide
DENISE CARDOZA	7/16/2024	Library Aide
JOANNE JARVIS	10/26/2000	Library Page
PATRICK MCDONALD	9/9/2009	Library Page
PATRICK MORIARTY	11/7/2022	Library Page
SANDRA GOVERMAN	11/29/2012	Literacy Assistant

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This Memorandum of Agreement is subject to ratification by the Town and the Union. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 17th day of December, 2024.

TOWN OF STOUGHTON

STOUGHTON LIBRARY STAFF ASSOCIATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION (MLSA)
LOCAL 4928, AMERICAN FEDERATION OF TEACHRS (AFT)
AFT MASSACHUSETTS (AFL-CIO)



Stephen Cavey (Dec 30, 2024 17:14 EST)



Amy Dean (Dec 9, 2024 11:33 EST)



Kate Feodoroff (Dec 8, 2024 21:00 EST)



Smadar Gekow (Dec 9, 2024 11:49 EST)



Melissa Meneses (Dec 9, 2024 12:05 EST)



Walter Armstrong

Library Union FY26-FY28 MOA COST

	FY25 26.1 PAYS	FY26 26.1 PAYS	FY27 26 PAYS	FY28 26.2 PAYS
SLSA PAY	\$800,205.80	\$837,594.01	\$862,218.85	\$900,053.27
COST OF MOA		\$37,388.21	\$24,624.84	\$37,834.42

Article #13

Collective Bargaining – THEA

**THE TOWN OF STOUGHTON
AND
THE STOUGHTON TOWN HALL EMPLOYEES ASSOCIATION**

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the Town's negotiating teams, subject to ratification by the Union membership of the Union, approval by the Board of Selectmen, and funding by the Town Meeting as required by law.

The Collective Bargaining Agreement which expired on June 30, 2025 shall be extended without change for a period of three years except as provided herein. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2028.

GENERAL AGREEMENTS

In addition to the amendments noted below, the parties agree to integrate this Memorandum of Agreement with the existing Collective Bargaining Agreement, as well as make non-substantive modifications to the form of the agreement to correct typographical and grammatical errors.

The Parties further agree to update Agreement to conform to Charter by substituting references to "Town Administrator" for "Board of Selectmen, Personnel Board, Board Chairman or other Board" where appropriate throughout document or any other related conflicting language.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Amend section 8 by replacing said section with the following:

All permanent full-time and permanent part-time employees of the bargaining unit shall be entitled to three (3) personal days a year without loss of pay subject to the prior approval of the Town Manager or his/her designee. In earning, crediting and granting leave entitlements, see the conversion provisions from days to hours contained in Article XVI.

ARTICLE VI - SICK LEAVE AND MISCELLANEOUS LEAVES

Amend section 1.a by replacing said section with the following:

- a. Sick leave shall be earned at the rate of one and one-quarter (1 1/4) days per month with unlimited accumulation. If the amount of sick leave credit provided hereunder and vacation leave is about to be exhausted, an employee may make application in writing for additional allowance to that provided. (Such additional allowances may be authorized by the Town Manager after reviewing all the circumstances, including the employee's prior attendance and performance record and other facts relevant to his/her request for additional allowance.) Sick leave shall begin to accrue as of the day the employee enters the service of the Town. In earning, crediting and granting leave entitlements, see the conversion provisions from days to hours contained in Article XVI.

Amend section 2 by replacing said section with the following:

Regular full time and regular part time employees shall be given up to five (5) consecutive working days leave with a normal day's pay for the purpose of making arrangements and attending the funeral of a member of his/her immediate family which is defined as: mother, father, spouse, mother-in-law, father-in-law, grandparent, sister, brother, child, grandchild, or step-child of the employee or any live-in family member. Regular full time and regular part time employees shall be given two (2) days leave with pay for the purposes of attending the funeral of the employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

ARTICLE XI – WAGES

Amend section 2 by deleting it in its entirety and replacing it with the following:

Section 1.

All employees shall be placed on the THEA salary schedule effective July 1, 2025 attached hereto as Exhibit A, which reflects a three (3%) percent increase and which rolls longevity payments as set forth in Article VII into base.

Effective July 1, 2026, the THEA salary schedule shall be increased by three (3%) percent.

Effective July 1, 2027, the THEA salary schedule shall be increased by three (3%) percent.

An employee who is already paid above the rate set forth as Step 4 of his/her Grade and therefore would not otherwise have been eligible for a step increase on July 1, 2025, shall instead be paid at a personal rate that is three (3%) percent above her/his then current rate of pay on June 30, 2025.

An employee who is already paid above the rate set forth as Step 4 of his/her Grade and therefore would not otherwise have been eligible for a step increase on July 1, 2026, shall instead be paid at a personal rate that is three (3%) percent above her/his then current rate of pay on June 30, 2026.

An employee who is already paid above the rate set forth as Step 4 of his/her Grade and therefore would not otherwise have been eligible for a step increase on July 1, 2027, shall instead be paid at a personal rate that is three (3%) percent above her/his then current rate of pay on June 30, 2027.

ARTICLE XVIII – DURATION OF AGREEMENT

Amend Preamble and ARTICLE XVII and other applicable provisions, to strike existing dates and replace with "July 1, 2025" and "June 30, 2028" as applicable

HOUSEKEEPING

ARTICLE IV – HOURS OF WORK AND OVERTIME

In accordance with the side letter dated April 10, 2024, amend section 2 by adding the following:

	<i>Monday - Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Program Administrator I (Fire)	7:30AM-4PM	7:30AM-4PM	8AM-12PM

ARTICLE IV – HOURS OF WORK AND OVERTIME

In accordance with the side letter dated July 24, 2024, amend section 7a. by replacing said section with the following:

- a. The following holidays shall be paid holidays for all bargaining unit employees:

New Years Day
Martin Luther King Day
Washington's Birthday
Patriots Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day at noon
Christmas Day

In accordance with the side letter dated July 24, 2024, amend section 8. by replacing said section with the following:

All permanent full-time and permanent part-time employees of the bargaining unit shall be entitled to ~~two (2) three (3)~~ personal days a year without loss of pay subject to the prior approval of the Town Manager or his/her designee, ~~except that one (1) such day or a portion thereof may be used on the day after Thanksgiving Day at the employee's option.~~ In earning, crediting and granting leave entitlements, see the conversion provisions from days to hours contained in Article XVI.

ELIMINATION OF REFERENCES TO CLASSIFICATION PLAN

The parties agree to eliminate extraneous references to the Classification Plan as follows:

ARTICLE II - PAST PRACTICES, NON-DISCRIMINATION

Section C.

~~The Town, acting through its Town Manager, and the Association agree to form a Position Reclassification Committee as soon as practicable after the execution of this Agreement. The Position Reclassification Committee shall review the present position classification of bargaining unit employees, and recommend appropriate actions necessary to effectuate position upgrades where determined to be appropriate. The Association recognizes that the final determination to effectuate position upgrades remains with the Town, acting through its Town Manager. In the event that the Position Reclassification Committee has recommended position upgrades which the Town Manager determines to be inappropriate, at the request of the Position Reclassification Committee, the Town Manager will meet with the Position Reclassification Committee to discuss his reasons for failing to recommend such proposed position upgrades. The Town and the Association agree that any disputes concerning position upgrades shall not be subject to the grievance procedure contained in Article X, Section 2 of this Agreement, but rather, may be the subject of further negotiations, at the demand of either the Town or the Association.~~

ARTICLE XI - Wages

Section 1.

~~All employees shall be placed on the Town's Job Classification/Compensation Plan effective July 1, 2014. The initial placement on the wage grid shall be accomplished via side letter between the parties. The parties acknowledge that such placement is inclusive of any amounts contemplated under any prior side agreements regarding individual employee pay rates that may have existed between them, e.g., Heather Genereaux, Joan Foley, and that such agreements are no longer effective.~~

~~An employee who had already reached Step 10 in her/his pay grade and therefore would not otherwise have been eligible for a step increase on July 1, 2022, shall instead be paid at a personal rate that is two and one half (2 1/2%) percent above her/his then current rate of pay on June 30, 2019. An employee who had already reached Step 10 in her/his pay grade and therefore would not otherwise have been eligible for a step increase on July 1, 2020, shall instead be paid at a personal rate that is two and one half (2 1/2%) percent above her/his then current rate of pay on June 30, 2020. Notwithstanding the provisions Article XI, Section 1, effective July 1, 2021, and in lieu of the wage increase to which an employee would otherwise be entitled under the Town's Job Classification/Compensation Plan, during the period of July 1, 2021 through June 30, 2025, an employee of the bargaining unit on that Plan shall instead receive a one and one quarter (1 1/4%) percent wage increase over the wage rate which he/she received on June 30, 2021. An employee who had already reached Step 10 in her/his pay grade and therefore would not otherwise have been eligible for a step increase on July 1, 2021, shall instead be paid at a personal rate that is one and one quarter (1 1/4%) percent above her/his then current rate of pay on June 30, 2021.~~

Town Hall Employees Association Cost of MOA for FY26 through Fy28

THEA FY26-FY28 COST	FY25 26.1 PAYS \$ 1,808,084.26	FY26 26.1 PAYS \$ 1,865,404.65	FY27 26 PAYS \$ 1,914,005.23	FY28 26.2 PAYS \$ 1,986,590.20
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COST OF MOA	FY26 26.1pays \$ 57,320.39	FY27 26 pays \$ 48,600.58	FY28 26.2 pays \$ 72,584.97
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SIGNATURES APPEAR ON THE FOLLOWING PAGE

RATIFIED:

Stoughton Select Board

By Majority Vote

Dated: October 7, 2024

Debra Roberts

Debra Roberts, Chair

Stephen M. Cavey

Stephen M. Cavey, Vice Chair

Joseph M. Mokrisky

Scott Carrara

Scott Carrara

Lou Gitto

Lou Gitto

Date: _____

Approved as to legal form:

Kate Feodoroff, Labor Counsel

The Town Hall Employees Association

By Majority Vote

Dated: October 7, 2022

Karen Brown

, President

Theresa Cardoso

, Bargaining Member

Town of Stoughton

Tom Calter
Tom Calter, Town Manager

The Town Hall Employees Association

Karen Brown
, President

Theresa Cardoso
, Bargaining Member

, Bargaining Member

Date: _____

Date: 11/13/15

Article #23

Sewer Department Capital

Inflow & Infiltration Program

Sewer System Hydraulic Model

Stoughton Water & Sewer Department

1748 Central Street · Stoughton MA 02072 · (781) 344-2112 · Fax (781) 344-0205

December 27, 2024

Sewer Inflow & Infiltration
Re: Town Capital Funding Memo
FY26 -- \$450,000



This capital request is for funding for Sewer Inflow and Infiltration on an annual Town wide Investigation and Rehabilitation Program. There are 15 sewer subareas that have continuous needs of maintenance and rehabilitations that were identified in the 2018 hydraulic model. Inspection of sewer manholes and the system (infrastructure) are ongoing in each designated subarea on an annual basis to identify locations in need of repairs. It is recommended that the Town continue with its proactive approach to identify and rehabilitate sources of inflow and infiltration to help maintain and eventually reduce the sewer assessment payment to the MWRA. This request is the towns' commitment to provide additional funding in addition to the MWRA grant loan that is available. These funds help cover all costs associated with Investigation, assessment, design and eventually construction/rehabilitation for the sewer collection system. In addition to an annual sewer I & I program and ongoing maintenance, this helps with future growth for the town.

Respectfully,
Keith Nastasia
Water & Sewer Superintendent

MEMORANDUM

TO: Keith Nastasia, PE, Water and Sewer Superintendent, Town of Stoughton

FROM: Patrick Cotton, Senior Associate, Weston & Sampson

DATE: December 23, 2024

SUBJECT: Annual Town-Wide Sewer Investigation & Rehabilitation Program Summary

The Town of Stoughton, Massachusetts is a residential community located approximately 19 miles southwest of Boston. Apart from the population with on-site disposal systems, wastewater drains northwest to the Stoughton/Canton town line where it enters the Massachusetts Water Resource Authority (MWRA) Stoughton Extension Sewer. The town's wastewater collection system consists of approximately 472,000 linear feet (LF) of gravity sewer and 2,700 manholes. Figure 1, attached, shows each sewer subarea and the limits of the wastewater collection system.

In order to protect their substantial investment in sewer infrastructure, the Town of Stoughton is taking a proactive approach towards operating and maintaining the sewer system and is conducting a comprehensive annual Town-Wide Sewer Investigation & Rehabilitation Program (Annual I/I Program). The Annual I/I Program is intended to provide a phased approach for identifying deficiencies in the sewer system. The phases include identifying inflow and infiltration (I/I) sources and structural defects, evaluating rehabilitation options, design, and construction on a continuous set schedule.

In May 2005, Weston & Sampson developed a Priority Evaluation Report which outlined a ten-year plan for investigating and rehabilitating the sanitary sewer system. Data from previous I/I studies and rehabilitation projects was compiled and included in the Priority Evaluation Report. Using this data, sewer subareas were ranked according to the need for rehabilitation, which was primarily based on the infiltration rates estimated through a 2001 flow monitoring effort. Further adjustments were made to these rankings using an analysis of flow data obtained during the 2018 hydraulic model update. Sewers with recurring operational problems identified by the Public Works Department were also considered when developing the priority evaluation.

The 15 sewer subareas were ranked according to the above-mentioned criteria in the Priority Evaluation Report, which served as the road map for the Annual I/I Program and was reprioritized in 2009 based on the flow metering results from the 2008 Sewer System Evaluation project. The Annual I/I Program was again reprioritized in 2016 to focus the proceeding investigations on sewers radiating outwards from the FEMA 100-year flood zone. Following the completion of the second round of investigations, the investigation strategy for the Annual I/I Program was modified to investigate the town's larger diameter interceptor pipelines, with the proceeding investigations radiating out. Streets scheduled to be paved throughout Stoughton were also included if not investigated or repaired within the last five years. This approach was chosen to maximize I/I identification/removal during the next construction phases and address any potential open cut repairs prior to paving.

The Annual I/I Program aims at inspecting every manhole and every sewer segment in each selected area to obtain a complete record of the condition of the sewer system. The investigation and rehabilitation program also meets MassDEP I/I control plan requirements outlined in 314 CMR 12.04(2). The Annual I/I Program also

defines the town's ongoing effort to identify and eliminate sources of I/I. Identifying and correcting problems reduces I/I, and subsequently, aims at reducing flows to the MWRA. It is critical that the town continues to keep up with the other MWRA communities reducing flows in an attempt to lower the town's overall flow share to the MWRA. Since a significant portion of the annual fee is flow based, reductions in the town's overall flow share may help minimize cost increases. The goal is to initiate the following steps in selected areas of the sewer system each year:

• Manhole & Television Inspections	Spring
• Engineering Review/Reporting/Update Database	Summer/Fall
• Design	Fall/Winter
• Bid & Award	Winter/Spring
• Construction	Following Spring/Summer

The first round of the ten-year plan concluded with the Years Eight, Nine & Ten Construction project in summer 2015. The second round began in spring 2015 and the inspection phase has now been completed through Year Ten. Construction of rehabilitations for Round Two, Years Eight, Nine, and Ten is currently in the construction phase and work is scheduled to be complete in Summer 2025. With the conclusion of the second round of the program, inspection or rehabilitation will have been attempted for the majority of previously uninspected gravity sewer pipelines and manholes. The third round of inspections began in 2023 and is currently in Year Two, which began in 2024. Approximately 25 percent of the Town's manholes and pipelines have been lined to date. See attached Figure 1 for rehabilitations performed to date. An additional 5 percent of the Town's manholes and pipelines will be rehabilitated upon completion of the Years 8, 9, &10 Construction project.

Weston & Sampson recommends that the town continue with its proactive approach towards inspection and rehabilitation of its sewer system by continuing the Annual I/I Program in Spring 2025 with the Year Three investigations. The results of the November 2018 Hydraulic Model Update indicate a significant level of infiltration remains to be located and removed. It is also recommended that a town-wide flow metering program and hydraulic model update be completed in order to obtain up to date flows and I/I estimates. The results of this effort will be used to reprioritize the ten-year plan for investigating and rehabilitating the sanitary sewer system, if needed. The program is designed to protect the Town of Stoughton's substantial investment in sewer infrastructure by operating in a proactive rather than reactive manner. In addition, Weston & Sampson recommends the town continue its current, reprioritized approach for infiltration and inflow investigations rather than the designated subarea inspection approach from round one of the program. The current approach for inspection is based on the following key factors:

- Period of time since last inspection/rehabilitation
- Street paving schedule
- Adjacency to flood zones and large diameter interceptor sewers
- Known problem areas

Due to the desire to avoid disrupting newly paved streets, Weston & Sampson suggests a review of the town's upcoming paving projects with the intent to inspect and rehabilitate sewers prior to paving. Any sewers or manholes on the 2025-2026 paving list streets that have not been investigated/rehabilitated within the last five years are recommended for the Year Three investigations as part of the Annual I/I Program so that any open cut repairs can be addressed. Weston & Sampson also recommend that the investigation expand into other low-lying areas of town to include any sewerage between 0 and 400 feet of the town's large diameter interceptor sewers not inspected or rehabilitated in the past five years, and areas with any known problems.

Weston & Sampson recommends that Year Three of the Annual I/I Program be scheduled for investigation in Spring 2025, during periods of high groundwater. Selected areas are typically comprised of approximately 50,000 LF of sewers and approximately 300 manholes. Following the reporting phase for Year Three, it is

recommended that the cost-effective repairs identified in Years One, Two and Three be combined into a comprehensive rehabilitation project.

On average, the town spends approximately \$1,017,000 per year on I/I investigation, design, construction, and construction services related projects.

The town is in an excellent position to continually investigate the sewer system on an annual basis because of the television inspection capabilities of town forces. This has saved significant costs over the course of the Annual I/I Program along with the use of MWRA's I/I Local Financial Assistance Community Support Program (75% grant and 25% interest-free loan).

Please let me know if you have any questions or need any additional information.

Town of Stoughton, Massachusetts
Task Order No. FY25 No. 1
Scope of Services

Scope of Services for the Sanitary Sewer System Flow Metering and Hydraulic Model Update

Weston & Sampson will provide the following services in relation to this project.

Flow Metering

Weston & Sampson will install and calibrate fourteen (14) continuous flow meters in the Town of Stoughton in approximately the same locations as the 2008 monitoring program conducted by Weston & Sampson. Final locations are to be coordinated with the Town. These meters shall record wastewater flows for a period of ten (10) weeks. Meters will be installed in manholes containing measurable flow. The results from this metering effort will be used to provide new data on flows and assist in determining sources of inflow and infiltration (I/I). Based on the flow metering information and rainfall data, Weston & Sampson will estimate infiltration and inflow rates per area metered.

Weston & Sampson will install and monitor groundwater gauges at two (2) locations. These gauges will consist of a piezometer tapped into the walls of selected existing manholes. Weekly groundwater readings will be taken during the course of the ten (10) week monitoring period.

Weston & Sampson will collect rainfall data throughout the course of the ten (10) week monitoring period for purposes of evaluating flow monitoring data and calculating peak inflow rates. Rainfall data will be collected from one temporary rainfall gauge installed at a central location in the Town of Stoughton.

Weston & Sampson will submit a letter report summarizing the flow monitoring results. The report will identify areas that appear to contribute excessive infiltration and inflow and provide estimates of peak inflow and infiltration. Data obtained through this flow metering effort will be used to update the existing Annual I/I Program as previously developed by Weston & Sampson. The report will include detailed conclusions and recommendations.

Hydraulic Model Update

Weston & Sampson will update and run the existing computerized hydraulic model of an estimated 108,000 linear feet of sewers considered to be major wastewater collector sewers, as determined through a cooperative effort by the Town of Stoughton and Weston & Sampson. The model will assume that no flow restrictions exist downstream of the Stoughton / Canton town line.

Weston & Sampson will incorporate GPS manhole location and sewer rim and invert elevation data collected through the flow metering effort, described above, into the hydraulic model software. Record drawings and GIS data provided by the Town of Stoughton will be used to determine pipe type and Manning's 'n' value.

Weston & Sampson will use flow metering data, as described above. A "dry day" selected from this current flow data, along with data from the MWRA meter located on the Stoughton/Canton town line will be used to develop

and calibrate the computerized model. The flow metering data will be used to create an infiltration component and an inflow component which is based on the Department of Environmental Protection design storm of 0.87 inches per hour. The model runs will be performed to identify sewer system capacity.

Weston & Sampson will use system-wide wastewater flow metering data for the model runs. Model Scenario 1 will be used to calibrate the existing hydraulic model. Flows predicted by the model using pipe slope and Manning's 'n' coefficient will be compared with the metered flow data. The results of this comparison will be used to adjust pipe 'n' values as appropriate. The data from the model will be used to estimate the maximum hydraulic capacity of the selected sewers without exceeding designed capacity. The calculated peak infiltration and DEP one-year, six-hour peak design storm inflow will be used in Model Scenarios 2 and 3. The estimated DEP five-year, 24-hour peak design storm inflow will be estimated as part of this project based on a rain event with a total depth of 4.61 inches and a peak intensity of 0.71 inches per hour and used in Model Scenarios 4 and 5. This is due to the May 2017 Guidelines for Performing Infiltration/Inflow Analyses and Sewer System Evaluation Surveys Requirements (DEP Guidelines).

The model will then be run for the following five flow scenarios. In each Model Scenario, flows will be apportioned to over 90 nodes considered to be critical junction points. The Model Scenarios are:

- Model Scenario 1: Calibration model.
- Model Scenario 2: Average daily dry weather flow plus peak infiltration.
- Model Scenario 3: Average daily dry weather flow plus DEP one-year 6-hour peak design storm inflow.
- Model Scenario 4: Average daily dry weather flow plus five-year 24-hour design storm inflow.
- Model Scenario 5: Peak sanitary wastewater plus five-year 24-hour design storm inflow plus peak infiltration.⁽¹⁾

(1) Peak Sanitary Wastewater = Wastewater component multiplied by maximum day peaking factor obtained from ASCE Manual of Engineering Practice No.37

The model results will seek to identify surcharged manholes, sewer system overflows (SSO), maximum flow versus design flow ratio for pipes, high and low pipe velocities, and available pipe design capacities for each scenario.

Weston & Sampson will provide a letter report outlining the hydraulic model results. Weston & Sampson will attend up to two (2) meetings with the Town to discuss project progress and results.

PAYMENT FEE

The total estimated cost for the work described herein is \$200,000. This cost does not include fees for police details for traffic control.

SCHEDULE

The project shall be completed within 365 consecutive calendar days after receiving and executed Task Order.

Article #24

Water Department Capital

Watermain Improvements (Phase 6)
Goddard Well PFAS Design

December 17, 2023

Keith Nastasia
Superintendent of Water/Sewer
Town of Stoughton
1748 Central Street
Stoughton, MA 02072

**Re: Goddard Well #7 - PFAS Treatment Facilities
Engineering Design Budget**

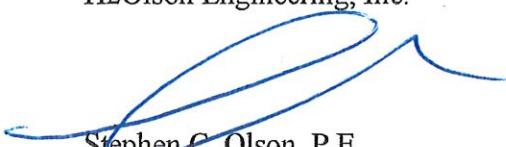
Dear Mr. Nastasia:

At your request, we have reviewed the existing available PFAS sampling results from the Goddard Well #7. Based on the results, treatment will be required to meet the new USEPA PFAS regulations. Based on a review of the individual PFAS compounds present in the water, the best available technology for treatment is the use of granular activated carbon (GAC). As such, it is anticipated that similar facilities to the Muddy Pond Pump Station will be required to treat the Goddard Well Pump Station.

Based on a design flow of 200 gallons per minute (gpm) for the Goddard Street Pump Station, we are pleased to offer you this proposal to provide professional engineering services for the design and permitting of PFAS treatment facilities for the Goddard Well Pump Station. Our scope would involve all civil, architectural, structural, electrical, process mechanical, SCADA, and HVAC engineering design and permitting for the preparation of plans and specifications suitable for construction. Our proposed fee to complete these services is \$250,000. If a pilot study is required to evaluate treatment options for the removal of source water iron and manganese, then an additional fee of \$50,000 would be required to conduct a pilot scale water treatability study.

We have grateful for the opportunity to continue to work with the Town on these important water system infrastructure projects. Should you have any questions or require any additional information please do not hesitate to contact me. I can be reached by telephone at (781) 588-6800, or via e-mail at sco@h2olsonengineering.com.

Very truly yours,
H2Olson Engineering, Inc.


Stephen C. Olson, P.E.
President



December 4, 2024

Keith Nastasia
Superintendent of Water/Sewer
Water & Sewer Department
1748 Central Street
Stoughton, MA 02072-1840

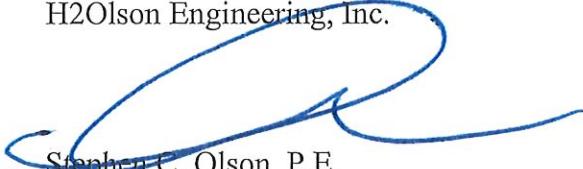
RE: Phase 6 Water Main Improvements: Capital Cost Budget

Dear Mr. Nastasia:

Based on our recent meeting to discuss targeted water system infrastructure improvements, we have developed a budget for future anticipated capital costs which include engineering (design, permitting, procurement assistance, and construction phase services), construction, and contingencies. Please find attached a table which summarizes the scope of the proposed water main improvements and associated capital costs.

Please do not hesitate to contact me at 781-588-6800 should you have any questions or comments regarding the enclosed capital budget. We are happy to be able to assist you with these important water system infrastructure improvements.

Very Truly Yours,
H2Olson Engineering, Inc.


Stephen C. Olson, P.E.
President

Encl: Phase 6 Water Main Improvements – Capital Budget Summary

**Town of Stoughton
Phase 6 Water Main Improvements**

Location	Description	Proposed Diameter, in	Engineering Budget	Construction Budget	Total Cost
Oriole Road	Entirety	New 8" Ductile Iron Main	\$125,000	\$375,000	\$500,000
Robin Circle	Central St to Oriole Rd	New 8" Ductile Iron Main	\$43,000	\$132,000	\$175,000
Packard St	Rose Glen St to new loop/Glen St	New 8" Ductile Iron Main	\$25,000	\$75,000	\$100,000
Glen St	Packard St to Glen St stub	New 8" Ductile Iron Main	\$53,000	\$160,000	\$213,000
Charles Avenue Extension	Entirety	New 8" Ductile Iron Main	\$78,000	\$234,000	\$312,000
Central Street	Lincoln St to Turnpike St	Services from 8" AC to 12" DI	\$50,000	\$150,000	\$200,000
	Total				\$1,500,000

Prepared by: H2Olson Engineering, Inc. December 4, 2024



Purchase Agreement



Order date: 11/22/2024

Acct no. STOUGH002

Phone: 7813442112

Sold to: Stoughton DPW

Email: knastasia@stoughton-ma.gov

Address: 450 Central Street, Stoughton MA 02072

Store info: Westborough - 97 Turnpike Road Westborough, Massachusetts 01581 • 508-845-4343

Trade-in equipment

Year	Make	Model	Serial #	Hours	Trade allowance	Loan pay off	Net trade equity
1993	CAT	4446		11761	\$13,000.00		\$13,000.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
				Subtotal	\$13,000.00	\$0.00	\$13,000.00

S&H	
Subtotal	\$167,790.00

Sale price	\$167,790.00
Net trade equity	\$13,000.00
Net balance	\$154,790.00
Sales tax	
Total	\$154,790.00
Down payment	
Net due	\$154,790.00

Sold as is, no warranty of any kind have been given by dealer or its agent. Sold with new manufactures warranty

Special agreements:

Financing terms:

THERE ARE NO OTHER WARRANTIES MADE BY THE DEALER, EXPRESS OR IMPLIED, OR TO MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DEALER SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT ANY WARRANTIES ARE EXTENDED TO BUYER BY DEALER OR MANUFACTURER. ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT MUST BE MADE IN DEALER'S SHOP AND BUYER IS RESPONSIBLE FOR HAULING EQUIPMENT FOR REPAIR. NO WARRANTY IS GIVEN BY THE DEALER FOR TIRES, BATTERIES, OR ACCESSORIES. BUYER IS FULLY RESPONSIBLE FOR REPAIRS NECESSITATED BY ACCIDENT, MISUSE, OR NEGLECT. ANY WARRANTY GIVEN BY DEALER UNDER THIS AGREEMENT IS NOT TRANSFERABLE.

Seller: Monroe Tractor & Implement CO., INC.

Purchaser: Stoughton PDW

Salesperson: Teddy McDonald

Print name: Keith Nastasia

Approved: _____

Signature:

Milton

**Massachusetts & RI Locations:**

100 Quarry Dr.
Milford, Ma. 01757

84 Concord St.
N. Reading, Ma. 01864

14 Kendrick Rd., Rte 28
Wareham, Ma. 02571

2158 Plainfield Pike
Cranston, RI. 02920

Southworth-Milton, Inc.
www.miltoncat.com

Budget Quotation

DATE: November 21, 2024

Stoughton DPW
950 Central St, Stoughton MA
Paul Giffune

State Contract: **FAC116**

Quote expires: April 30th, 2025

Qty	Description	List Price	State Contract Price
1	New 2024 CAT 440 Backhoe loader: C4.4 final tier 4 engine with cold weather package Deluxe cab with heat & AC. Seat mounted joystick controls LCD screen with pattern changer, return to dig, parallel lift Integrated selectable ride control (auto, off, full time) 6 speed autoshift transmission with selectable 4 wheel braking BKT TR461 hard surface tire package IT hydraulic front quick coupler with 3rd valve hydraulics Extendible stick with 24" heavy duty rock bucket 1.75 yd General purpose bucket with BOCE Roof mounted LED amber strobes: 2 front/2 rear 3 Year/ 1,500 hour Full Warranty Coverage Delivery & training included	\$ 245,000.00	\$ 157,000.00
	Items for consideration		
1	CAT hydraulic backhoe thumb (compatible w/ 24" hdr bucket)	\$ 5,000.00	
1	Front mounted fenders (reduce road spray & salt damage)	\$ 800.00	

Total State Contract Delivered Price: **\$ 162,800.00**

Ryan Boudreau

Governmental and State Sales

Mobile Phone: 774-737-3275

Fax: 774-907-3062

ryan_boudreau@miltoncat.com

Article #25

Information Technology Capital

Network Switches

Firewall Replacement



Budgetary Quote Extreme Hardware Upgrade 11192024

Quote #49973 V1

November 19, 2024

PREPARED FOR

Town of Stoughton

PREPARED BY

Peter Flynn

New Era Technology
neweratech.com

Scope of Work

Proposal is to replace the Edge Switches with New 5420F 48 Port Switches, 5320- 48 Port Switches and 5320 - 24 Port Switches

Switches:

5 - 5420F-48P-4XL Network Edge Switches

2 - 5320-24P-8XE Fiber Edge Switches

4 - 5320-48P-8XE Fiber Edge Switches

All work will be completed during Regular Business Hours.

New Era assumes all patch cords will be reused.

New Era assumes all SFPs will be reused.

PROPOSAL UPDATED 11/19/2024

Bill of Materials

Item	Product Description	Qty	Price	Ext. Price
5420F-48P-4XL	ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX PoE + 2 stacking/SFP-DD 4 10G unpopulated SFP+ w/ LRM MACsec capable internal fixed PSU fans 1 unpopulated modular PSU slot. Includes 1 year XIQ Pilo	5	\$6,058.42	\$30,292.10
97004-5320-24P-8XE	EW NBD AHR - 5320-24P-8XE COTERM: This Term: 365 Days	2	\$231.23	\$462.46
97004-5320-48P-8XE	EW NBD AHR - 5320-48P-8XE COTERM: This Term: 365 Days	4	\$371.69	\$1,486.76
97004-5420F-48P-4XL	EW NBD AHR - 5420F-48P-4XL COTERM: This Term: 365 Days	5	\$517.88	\$2,589.40
XN-ACPWR-920W	920W AC Power Supply	5	\$870.87	\$4,354.35
10099	Power Cord 15A USA NEMA 5-15 C15	16	\$16.38	\$262.08
10304	10 Gigabit Ethernet SFP Passive Cable Assembly 1m Length	1	\$99.37	\$99.37
10G-DACP-SFPZ5M	10G Passive DAC SFP+ 0.5M	6	\$99.37	\$596.22
20G-DACP-SFPDD1M	20G Passive DAC SFPDD 1m	1	\$267.54	\$267.54
20G-DACP-SFPDDZ5M	SFPDD to SFPDD 20G DAC 0.5M	5	\$242.42	\$1,212.10

Bill of Materials

Item	Product Description	Qty	Price	Ext. Price
5320-10GUPG-4X-LIC-P	License that Converts 4x1GbE SFP Ports to 10GbE SFP+ Applicable with 16 24 and 48 Port Switches of 5320 - VOUCHER	6	\$434.07	\$2,604.42
5320-24P-8XE	5320 Universal Switch with 24 x 10/100/1000BASE-T Full/Half Duplex 802.3at 30W PoE Ports 8 x 10Gb SFP+ Uplink Ports (Need 10G Upgrade License) 1 Internal Fixed AC PSU Fixed Fan Base Software Licen	2	\$2,582.58	\$5,165.16
5320-48P-8XE	5320 Universal Switch with 48 x 10/100/1000BASE-T Full/Half Duplex 802.3at 30W PoE Ports 8 x 10Gb SFP+ Uplink Ports (Need 10G Upgrade License) 1 Internal Fixed AC PSU Fixed Fan Base Software Licen	4	\$4,330.33	\$17,321.32

Subtotal: **\$66,713.28**

Professional Services

Item	Product Description	Qty	Price	Ext. Price
ITT72 Senior Network Engineer	ITT72 Senior Network Engineer	34	\$175.00	\$5,950.00
ITT72 Field Engineer	ITT72 Field Engineer	12	\$125.00	\$1,500.00
ITT72 Project Manger Enterprise	ITT72 Project Manger Enterprise	12	\$125.00	\$1,500.00

Subtotal: **\$8,950.00**

Government Procurement Note(s)

Commonwealth of Mass State/Local Government Procurement Note

All contracts, purchase orders, and/or related correspondence should be directed to New Era Technology NE at 2 Batterymarch Park, Suite 401, Quincy, MA 02169 (Phone 617-367-7474). In generating an encumbrance or making a payment, please reference Future Technologies Group, LLC dba New Era Technology NE and vendor code VC0000286170. If this proposal references a state contract or procurement vehicle, the contract will be specifically referenced within the Scope of Work.

Standard Terms & Conditions

Terms and Conditions

Unless otherwise noted, this Proposal is based upon all work being performed in one continuous phase during normal business hours, Monday through Friday. Pricing is contingent upon unrestricted access to the areas where the work is to be performed and, if applicable, access to the equipment or system(s), as necessary, both remotely and directly, so that New Era can effectively perform its services. Pricing is also contingent upon all cable pathways being easily accessible and free and clear of obstructions. All trademarks are the property of the respective owners.

Any change to the Scope of Work described in this Proposal involving extra costs shall only be effective upon the execution of a written Change Order by both Parties.

Standard Terms & Conditions

Warranties and Remedies for Services: New Era warrants all workmanship for one year from completion of the work and that all installation services will be performed by qualified personnel in a professional manner and in accordance with good commercial practices and industry standards. Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes in effect at the time services are rendered. New Era warrants that any equipment provided hereunder shall conform to the manufacturer's standard specifications for such equipment and shall be free from defects in both materials and workmanship for one year. To the extent permitted, New Era will extend applicable manufacturers' warranties for all equipment and materials to its end-user customers.

THE WARRANTIES STATED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT FOR ANY BREACH OF THE ABOVE WARRANTIES, NEW ERA'S SOLE OBLIGATION SHALL BE TO REPERFORM THE SERVICES AND REPLACE ANY DEFECTIVE PRODUCTS PROVIDED. NEW ERA'S TOTAL LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER.

Software Compliance: If access to the manufacturer's technical support organization is conditioned on the existence of an in-force and valid Manufacturer Support Contract (e.g, Avaya Support Advantage Coverage, Cisco Smartnet Coverage, AVST XpressCare, Extremeware, etc.), the Customer agrees to maintain such coverage on its systems. If applicable, Customer agrees to comply with and be bound by the manufacturer's Global Software License Terms, as if fully incorporated herein.

Acceptance and Risk of Loss: Equipment that does not require installation shall be considered accepted upon delivery to Customer. Equipment that requires installation shall be deemed accepted by Customer upon installation and written acceptance of the equipment by Customer. If Customer does not provide written acceptance due to non-compliance or defect, the equipment will be deemed accepted immediately once such defect is remedied by New Era. Customer assumes the risk of loss to the equipment upon delivery. Until the purchase price for the equipment is paid in full, Customer will maintain adequate insurance against fire, theft or other loss for the equipment's full insurable value with New Era named as loss payee. Title in the equipment will pass on full payment of the purchase price, plus all applicable taxes. Any returns may be subject to a restocking fee in accordance with the NEW ERA Customer Return Material Authorization Policy located at "http://support.neweratech.cloud/docs/NETNE_RMA_POLICY.pdf".

Indemnification: The Parties shall indemnify, defend, save and hold harmless each other, their employees, owners, officers, directors, attorneys, contractors, and agents from and against, and pay or reimburse the other on a current basis for, any and all costs, liabilities, losses, liens or encumbrances for labor or materials, expenses (including, but not limited to, reasonable attorneys' fees, fees of experts, and court costs), claims, and causes of action arising out of, or in any way connected with or related to, any personal injury to or death of any persons or damage to or loss of property, to the extent that such Losses occurred as a result of the negligence or misconduct on the part of the other, its employees, subcontractors, agents, or representatives during the performance of the services.

Limitation of Liability: THE PARTIES AGREE THAT ANY LIABILITY RESULTING FROM A BREACH BY EITHER PARTY SHALL BE LIMITED TO ACTUAL DAMAGES SUFFERED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES IN EXCESS OF THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT OR THE LIMITS OF ANY APPLICABLE INSURANCE COVERAGE CARRIED BY EITHER PARTY. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF RECORDS OR DATA, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

New Era's Workmens' Compensation Insurance covers all New Era personnel.

New Era shall not be responsible for any delays or other failures in performance caused by matters reasonably outside of New Era's control. To the extent that the terms and conditions set forth in this Proposal conflict with any terms and conditions set forth in any Purchase Order or other form, the terms and conditions of this Proposal shall control.

governing Law: This Proposal and any matters that may arise out of or relate to it shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to any choice of law rule. In the event of any claim or dispute between the

Standard Terms & Conditions

Parties arising out of or relating to this Proposal, such claim or dispute may be tried solely in a state or federal court for Massachusetts, and the Parties hereby irrevocably consent to the jurisdiction and venue of such courts. In the event of any claim or dispute between the Parties, the prevailing Party may seek reasonable attorneys' fees and other costs of enforcing this Proposal.

License(s)

MA License 7190-C

Budgetary Quote Extreme Hardware Upgrade 11192024

Prepared by:

New Era Technology

Peter Flynn
 2 Batterymarch Park
 Suite 401
 Quincy, MA 02169

(617) 367-7474
 Peter.Flynn@neweratech.com

Prepared for:

Town of Stoughton

232 Pearl Street
 Stoughton, MA 02072
 Trish Shropshire
 (781) 232-9357
 tshropshire@stoughton-ma.gov

Quote Information:

Quote #: 049973

Version: 1
 Delivery Date: 11/19/2024
 Expiration Date: 03/28/2025

Quote Summary

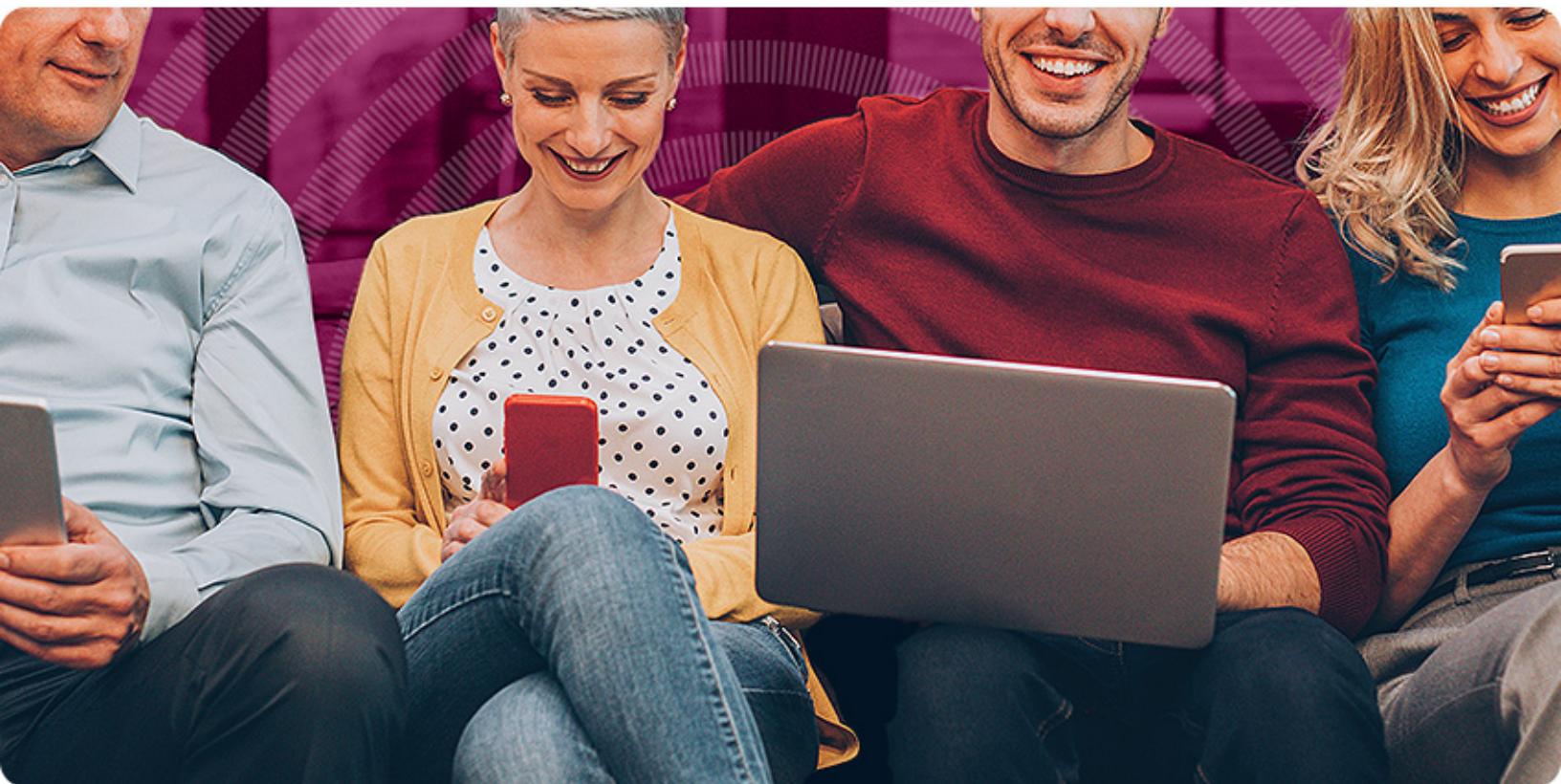
Description	Amount
Bill of Materials	\$66,713.28
Professional Services	\$8,950.00
Total:	\$75,663.28

New Era Technology

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

Town of Stoughton

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 Purchase
 Order # _____



We have prepared a proposal for you

**Town of Stoughton - SW Replacement (3 and Free) -
Budgetary**

Proposal # 050560
Version 1

Prepared for:

Town of Stoughton

Trish Shropshire
tshropshire@stoughton-ma.gov

Prepared For:	Sales Contact:	Proposal #	050560.1
Town of Stoughton Trish Shropshire 10 Pearl Street Stoughton, MA 2072	Logically Dan Johnsen Phone: (703) 314-2739 Email: dan.johnsen@logically.com	Date Issued:	12.06.2024
		Expiration Date:	01.03.2025

Statement of Work

Town of Stoughton (Client) has requested the assistance of Winxnet, LLC, doing business as Logically ("Logically") to provide a budgetary quote to replace existing NSa 4600 & NSa 5600.

Deliverables:

- Remote Firewall Configuration
- Replace existing firewall within management with new firewalls

Project Specific Notes & Assumptions:

- Client is aware that this proposal does not include configuration of Cloud Secure Edge, this would be a separate billable project
- Client is aware that Logically's time spend with vendors may vary heavily depending on the vendor's specific needs
- Client is aware that any 3rd party vendors may have their own separate statement of work, which is not reflected on this SOW
- Client is aware that this is a time and materials estimate and can fluctuate if requirements are changed
- Client is aware that any items not explicitly defined in this scope of work will be considered as a change order as a separate billable engagement

Project Prerequisites & Client Responsibilities

- Client will designate a single point of contact for all communications and to support coordination with all Client staff.
- Client is responsible for purchasing any equipment, software, or licenses not included as part of the project such as cables, anti-virus, etc.
- Client is responsible for providing any wiring or cabling services required to implement this project.
- Client is responsible for any carpentry requirements such as drilling holes for cables, mounting computers or monitor brackets, anchoring server racks, installing conduit, etc.
- Client is responsible for the procurement and scheduling of all utilities, including Internet Services

Standard Notes & Assumptions

Note: Any changes to the following assumptions may result in a change in scope to the project and resulting change order.

- Logically will be granted remote access with Admin privileges to modify and configure.
- Logically does not dispose of equipment, but can recommend companies to utilize their service.
- Vendors should request 48-hour notice to access server room (other than for emergencies).
- Vendors should coordinate and plan with Logically if they wish to change or add devices with IP addresses.
- Vendors should not plug in RJ45 or fiber to any network devices.

Statement of Work

- During the project, both parties will communicate changes prior to implementation for impact review.
- Internet/Network connection is capable of typical broadband speeds.
- All software in Client's environment is up to current vendor-supported levels.
- Work will be remote unless otherwise noted; if necessary Logically will be granted on site access to any areas required to complete requested work.
- Travel is billed portal to portal at standard consulting rates.
- Work may necessitate down time for Client or its workers. Down time required within business hours will be agreed upon prior to any outage.
- All work will take place during normal business hours of M – F, 8 am – 5 pm, unless otherwise noted. Request for after-hours and weekend work may result in a change order.
- Projects involving hardware installation could take as long as 5 weeks to begin the implementation, from the time that the contract is signed and product prepayment has been received. Some products can take 2-3 weeks to be delivered, and product staging and testing can take 1-2 weeks to complete before installation can begin.
- Sufficient power and power protection for the new hardware is in place or will be purchased by Client.
- Sufficient space is available for any new equipment.
- Project delays on the part of Client will result in a new timeline, dependent on engineering availability.
- If the tasks outlined in this Statement of Work are on hold for more than 60 days by Client, a project reengagement fee may apply.
- All specifications and information provided to Logically by Client are correct and accurate to the best of Client's knowledge. Incorrect or inaccurate information from Client may result in a change request from Logically and additional hours.
- Client agrees to pay for actual hours worked.
- Continuous pre-approval of expected hours will take place throughout this project.

Hardware	Price	Qty	Ext. Price
SonicWall NSa 4700 Promotional Tradeup With 3 Year APSS and CSE for 1 Year SIA - Basic (50 User) AND 1 Year SPA - Advanced (15 User)	\$18,022.86	1	\$18,022.86
SonicWall NSa 4700 High Availability Firewall	\$5,327.14	1	\$5,327.14
SonicWall NSa 5700 Promotional Tradeup With 3 Year APSS and CSE for 1 Year SIA - Basic (50 User) AND 1 Year SPA - Advanced (15 User)	\$31,298.11	1	\$31,298.11
SonicWall NSa 5700 High Availability Firewall	\$9,433.29	1	\$9,433.29
Subtotal:			\$64,081.40

Project Labor	Price	Qty	Ext. Price
Managed Sonicwall Firewall Install Remote Deployment - L3	\$1,980.00	1	\$1,980.00
Managed Sonicwall Firewall Install Remote Deployment - L4	\$4,620.00	1	\$4,620.00
Subtotal:			\$6,600.00

Quote Summary

Description	Amount
Hardware	\$64,081.40

Quote Summary

Description	Amount
Project Labor	\$6,600.00
	Subtotal: \$70,681.40
	Shipping: \$200.00
	Total: \$70,881.40

Financing Options available for hardware purchases upon request.

Terms and Conditions

This Work Order ("Agreement") is entered into by Winxnet, LLC, doing business as Logically ("Logically"), a Delaware limited liability company having its principal offices at 5747 Perimeter Drive, Suite 110, Dublin Ohio 43017 ("Logically") and the undersigned customer ("Customer") and is subject to the terms and conditions of the Master Services Agreement located at <https://www.logically.com/agreements/masterservices-agreement> ("MSA"), including additional Terms and Conditions herein.

This "Agreement" is effective as of the signature date by the Customer as below ("Effective Date"). Cloud and Security Services will be governed by the below terms:

<https://www.logically.com/agreements/cloud-services-agreement>

<https://www.logically.com/agreements/securitymanagement-terms-and-conditions>

The estimated pricing, quantities, and proposed solution(s) in this Agreement are based on the entire scope of work and Logically's understanding and assumptions. The content of this Agreement, and any related statement of work, scope of work, quote, email, proposal or other, is confidential. Unless required by law or authorized in writing, this Agreement is not to be disclosed or distributed to any person, organization, or entity other than Logically or Customer.

Terms and Conditions:

1. Pricing is valid for a period of thirty (30) calendar days from the date of submission. All pricing is shown in U.S. dollars and may not include applicable or accurate taxes, shipping, travel duty, or export.
2. If any Agreement is terminated early for any reason, other than by Logically for convenience, an early termination fee (ETF) will be due from Customer to Logically on the termination date. The termination charge is set forth in the applicable Terms. Customer waives any claims of a termination constituting a penalty.
3. Recurring Service Agreement Terms:
 - a. Implementation fees are due at contract signing.
 - b. Remediation items identified during implementation will be scoped and submitted for approval.
 - c. The Agreement term and billing will commence upon deployment of services.
 - d. Recurring services are billed in advance and will continue through the end of the contract term.
 - e. If recurring services implementation is unreasonably delayed by lack of Customer engagement, Agreement term is enacted, and recurring services billing will commence.
 - f. Recurring services will be billed at the greater of 50% of the original contracted recurring services fee, or the billing amount resulting from the recurring reconciled count of managed device(s), user(s), license(s), storage and other charged items.
 - g. The Agreement Contract Term: 36 Months
 - h. The Agreement will renew for a one (1) year term, unless either party provides written notice to terminate no less than ninety (90) days before the end date.
 - i. Vendor licensing may be adjusted with a ninety (90) day written notice to Customer
 - j. Recurring services may have a maximum increase of 5% annually.
 - k. Early Termination Fee (ETF): Recurring services have an ETF equal to the greater of 50% of the amount billed at time of early termination, or 50% of the original contracted recurring services fee, multiplied by number of months remaining in the active term.
4. Non-Recurring Service Agreement Terms:
 - a. Labor rates may be adjusted with ninety (90) days written notice to Customer.
 - b. Fees for projects outside of onboarding: 25% of the project and 100% of the project management will be billed upon acceptance and is due at contract signing.

- c. Labor fees will be invoiced monthly as resources are consumed.
- 5. Invoices paid by credit card will be assessed a 3% convenience fee, except in states where prohibited. No additional fee will be charged for check, ACH, or wire payment.
- 6. Unless otherwise agreed in writing, payment for services is due within fifteen (15) days of the date of issuance of the invoice by Logically. Customer shall pay a late payment charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law on unpaid amount for each calendar month or fraction thereof for payment to Logically in arrears.
- 7. Customer agrees to pay all court costs and reasonable attorney's fees incurred in the collection of any amount past due. Customer acknowledges Logically may participate in, and retain the benefit of, vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flyer miles or other consideration.
- 8. Payment Information:
 - a. If the Billing Contact is different from the undersigned, please provide:
 - I. First and Last Name
 - II. Title
 - III. Mailing Address
 - IV. Phone Number
 - V. Email Address

Acceptance

Town of Stoughton

Signature: _____

Name: Trish Shropshire _____

Date: _____

Article #26

Public Works and Facilities Capital

Unforeseen Building/ Facility Maintenance

Bucket Truck

15 Passenger Van (Recreation)

Record Storage (Clerk)

Town Hall Safety Audit (Facilities)



TOWN OF STOUGHTON

- DPW -

Stoughton Public Works Department
950 Central Street
Stoughton, MA 02072

MEMORANDUM

TO: Mr. Marc Tisdelle, Assistant Town Manager
CC: Ms. Trish Shropshire, IT Director, Facilities Assistant
FROM: Paul Giffune, DPW Superintendent
DATE: December 27, 2024
RE: Unforeseen Facilities Necessary Repairs

This article is intended for repairs necessary to our building infrastructure that may not necessarily be foreseen but we know that because of the ages of some of our buildings, and their systems, will, at some point, need to be completed. Many minor repairs are budgeted for within our \$255K line item for "Building Repair Services" in the Facilities (159) budget. When you consider an aging Fire Station, the Police Station, the Public Works buildings, the Council on Aging, the Lucius Clapp building, the Library, the Town Hall, the Dog Pound, the Recreation building (never mind the water/sewer stations and Cedar Hill Clubhouse (Enterprise Funds)) the \$255K doesn't stretch as much as we need it to. Last year we spent \$230K on building repairs and spent less in areas within the budget to compensate for the original line item appropriation of \$140K.

So, we think a couple things - our budget needs to increase, which was not amenable this year for other factors, and, that it seems irresponsible to not include funding somewhere for these necessary, but unforeseen repairs. It is not out of the question for an air handling unit, for example, to die and need replacement at the cost of \$60K in July and put us in a tough position for the remaining 11 months of the fiscal year with under \$200K in remaining funds for the other, aforementioned, 11 buildings we need to maintain. This \$75K will be used, we just cannot pinpoint exactly where at the moment.

If you have any other questions, please do not hesitate to contact me. Thank you.



Used 2011 International Bucket Truck - Boom Truck

7300 For Sale

104,000 Miles OBO

\$45,000

Private Seller

Wilmington, MA - 30 miles away [Map](#)

Popularity Stats

Seen 21 times (last 30 days)

Be the first user to .

The price has not decreased recently

Posted on Commercial Truck Trader for 112 days

Description

OBO 104,000 Miles

Great Truck was purchased end of dec 2020 with 103897 mi. Since then we have put on approx 600 mile, current odometer 104k. Truck is in all around good shape interior as well. Not currently 'DOT inspected' as it was not going to be registered for 2023 and 2024 but should have no problem passing. Dielectric testing good until Jan 2025. Body and paint good. Truck works properly

Detailed Specifications

Condition: Used

Year: 2011

Make: International

Model: 7300

Class: CLASS 7 (GVW 26001 - 33000)

Category: Bucket Truck - Boom Truck

Location: [Wilmington, MA](#)

Max Horse Power: 225

Max Torque: 660

Wheelbase: 202

Front Axle: 16

Rear Axle: 21

VIN: 1HTWBAAR6BJ328370

Engine Model: [Gdt 255](#)

Engine Size: 7.6L

Front Tire Size: 315 80 R22

Rear Tire Size: 11r 22.5

Color: White

Interior Color: Black

Mileage: 104,000

Options: 4x4, Air Brakes, Air Conditioning, Air Seat, Anti-Lock Braking System, Autoshift Transmission, Block Heater, CD Player,

Cruise Control, Electric Brake Controller, Heavy Duty Transmission, Hitch, Power Steering, PTO Prep

[See More Results !\[\]\(43be1cec673fa900752375acd6594d2e_img.jpg\)](#)

Featured	Featured	Featured	Featured	Featured	Featured
 By: Finnigan \$72,500 52,659 miles 2018 INTERNATIONAL 7300 Cab... Custom Truck One Sour... 250 mi away	 By: Finnigan \$72,500 52,659 miles 2018 INTERNATIONAL 7300 Cab... Custom Truck One Sour... 2,502 mi aw...	 \$113,500 54,571 miles 2019 INTERNATIONAL 7300 Cab... Custom Truck One Sour... 250 mi away	 \$113,500 54,571 miles 2019 INTERNATIONAL 7300 Cab... Custom Truck One Sour... 2,502 mi aw...	 \$113,500 54,571 miles 2019 INTERNATIONAL 7300 Cab... Custom Truck One Sour... 2,581 mi aw...	 \$21...

[Contact Private Seller](#)

Disclaimers

Commercial Truck Trader Disclaimer: The information provided for each listing is supplied by the seller and/or other third parties. CommercialTruckTrader.com is not responsible for the accuracy of the information. Please refer to the [Commercial Truck Trader Terms of Use](#) for further information.



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WHAT WITH
YOU
WANT



[Check Buying Power](#)



[Photos \(9\)](#)



**AERIAL LIFT INC AL625226U22L4HRM MOUNTED
ON 1990 INTERNATIONAL DURASTAR 4300**



[Compare](#)

Bucket Trucks / Service Trucks

 [View My Watch List](#)

USD **USD \$49,999**

 [Email Seller](#)

Truck Location: 224 South St Hopkinton, Massachusetts 01748 [Map](#)

Seller Information

[View Seller Information](#)

All Roads Used Equipment

Contact: Tim Jesse

Phone: **(804) 781-5064**

Charlotte, North Carolina 28273

 [\(804\) 781-5064](#)

 [Video Chat](#)

 [Email Seller](#)

 [Video Chat](#)

 [Get Shipping Quotes](#)

[CURRENCY.](#) [*Apply for Financing](#)

General

Manufacturer **AERIAL LIFT INC**

Model **AL625226U22L4HRM**

Serial Number **38810604**

Condition **Used**

Stock Number **CON-155-CS-HOP**

Description	1990 International 4300 Boom/Bucket Truck features a 6 cylinder automatic diesel engine, a front mounted winch, pintle hitch, air brakes, 4x4 traction, and a 62ft working height rear mount aerial lift!!
--------------------	--

Truck Mounted

Truck Year	1990
Truck Manufacturer	INTERNATIONAL
Truck Model	DURASTAR 4300
Mileage	36,038 mi

Truck Engine

Fuel Type	Diesel
------------------	--------

Truck Powertrain

Drive	4WD
Transmission	Automatic

Truck Specific

Gross Vehicle Weight Rating	Class 7: 26,001 - 33,000 pounds
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[See All Bucket Trucks / Service Trucks From Seller](#)

[See All Trucks & Trailers From Seller](#)

Recommended For You

2004 ALTEC L36A	1998 ALTEC TA35	1998 HI RANGER	1989 HI RANGER
MOUNTED ON	MOUNTED ON	5FA48PBI	5FA48PBI
2004 FORD F750	1998	MOUNTED ON	MOUNTED ON
XL	INTERNATIONAL	1998 CCC	1989 MACK
	4700	CENTURION	MIDLINER CS200

*Actual loan payment amount and terms may vary. Consumer financing not available for consumers residing in Nevada. Additional state restrictions may apply. Equal opportunity lender. Click [here](#) for more state licenses and disclosures. NMLS ID: 1857954. VERNONT RESIDENTS: THIS IS A LOAN SOLICITATION ONLY. CurrencyFinance IS NOT THE LENDER. INFORMATION RECEIVED WILL BE SHARED WITH ONE OR MORE THIRD PARTIES IN CONNECTION WITH YOUR LOAN INQUIRY. THE LENDER MAY NOT BE SUBJECT TO ALL VERNONT LENDING LAWS. THE LENDER MAY BE SUBJECT TO FEDERAL LENDING LAWS. CALIFORNIA RESIDENTS: Financing provided or arranged by Express Tech-Financing, LLC dba Currency pursuant to California Finance Lender License #60DB054873



ESTIMATE-BUDGETARY

CUSTOMER

Company/Dept: Town of Stoughton Recreation
Contact: Matt Cauchon
Street Address: 10 Pearl Street
City, State, Zip: Stoughton, MA
Phone: 781.291.1148
E-Mail: mcauchon@stoughton-ma.gov
Job Description: 15 Passenger Van
Vehicle: **Ford Transit X2C**

Date: 10.11.24
Valid for: Budgetary
Customer #: _____
Contract: PCC
Sales Rep: Ed Miley

CONTRACT LINE REFERENCE	VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
X2C	Ford Transit T350/ Med Roof / 148" WB			\$50,994.00
YZ	Esterior Color - White	\$0.00	1	\$0.00
X73	3.73 Axle Ratio	\$0.00	1	\$0.00
998	Engine: 3.5L V6 Flex Fuel	\$0.00	1	\$0.00
96P	15-Passenger Seats	\$1,495.00	1	\$1,465.10
92E	Privacy Glass	\$500.00	1	\$490.00
86F	(2) Additional Key FOBS	\$75.00	1	\$73.50
68J	Extended Length Running Boards (Both Sides)	\$655.00	1	\$641.90
67C	Upfitter Package	\$610.00	1	\$597.80
64H	Wheels: 16" w/ Silver Covers	\$35.00	1	\$34.30
58V	Radio: AM/FM Stereo w/ Sync	\$280.00	1	\$274.40
43R	Reverse Sensing	\$295.00	1	\$289.10
43B	Back Up Alarm	\$150.00	1	\$147.00
301A	Order Code 301A	\$0.00	1	\$0.00
44U	Transmission- 10 Speed Automatic	\$0.00	1	\$0.00
		\$0.00	1	\$0.00
Vehicle Total:				\$55,007.10

Equipmet:

CONTRACT LINE REFERENCE	CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
	WeatherTech Floor Mat	\$165.00	1	\$104.00
	Ventshades	\$165.00	1	\$130.00
	MHQ GRAPHICS PACKAGE -DOOR SEALS	\$595.00	1	\$595.00
	Shop Supplies	\$275.00	1	\$275.00
	Vehicle Delivery Fee	\$200.00	1	\$200.00
Contract Equipment Total:				\$1,304.00

Non-Contract Equipment:

CONTRACT LINE REFERENCE	NON-CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
	Estimated '25 Model Year Increase			\$2,750.36
	N/A			\$0.00
Non-Contract Equipment Total:				\$2,750.36
Vehicle and Equipment Total:				\$59,061.46

Qty:	1
Total:	\$59,061.46

Trade Vehicle/s:

CONTRACT LINE REFERENCE	TRADE VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
Trade Vehicle/s Total:				\$0.00
Quote Grand Total:				\$59,061.46

TERMS AND CONDITIONS

Deferrals and Cancellations of Sales Orders In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind McGovern MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non- contract sales, the following McGovern MHQ policy shall prevail.

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to McGovern MHQ in writing. McGovern MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, McGovern MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer. NCNR items are not cancellable with our suppliers. McGovern MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order** or any part thereof. All cancellation requests must be communicated to McGovern MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

McGovern MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. McGovern MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, McGovern MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

***Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

****Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs McGovern MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from McGovern MHQ, Inc.

x

PRINT NAME

x

TITLE

x

SIGNATURE

Capital Project Request

Department/Committee:	
Requested By:	
Submission Date:	
Project Title:	
Project Category:	
Priority:	
Project description:	
Purpose:	Project Status:
Benefit/Impact delaying purchase/project	
Project Financing	
Estimated Project Cost:	Life Expectancy:
Estimated timeframe to complete project or receive asset:	
Estimated date for completion or delivery:	
Requested date for funding authorization:	
Operating Cost Impact	
Describe any discounts or cost reductions (trade-ins, etc.)	
Are there available revenue sources or grants other than Municipal funds?	

Mobile

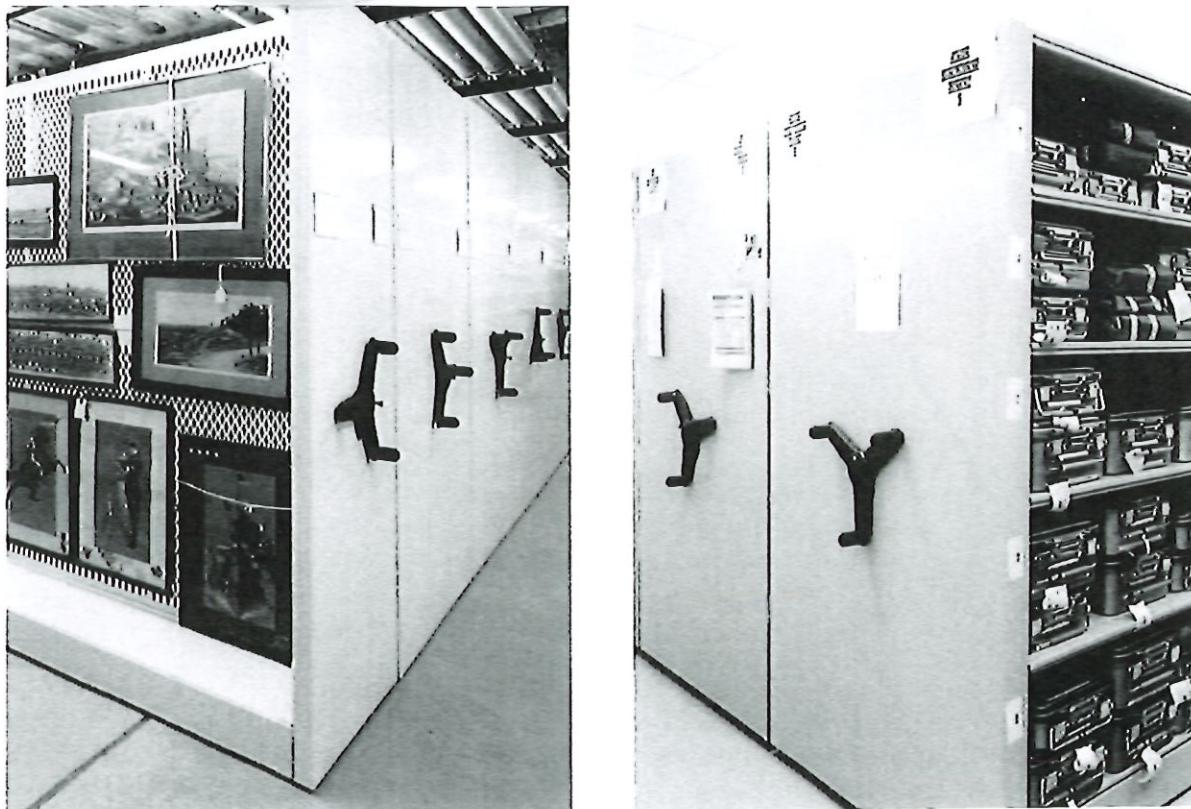
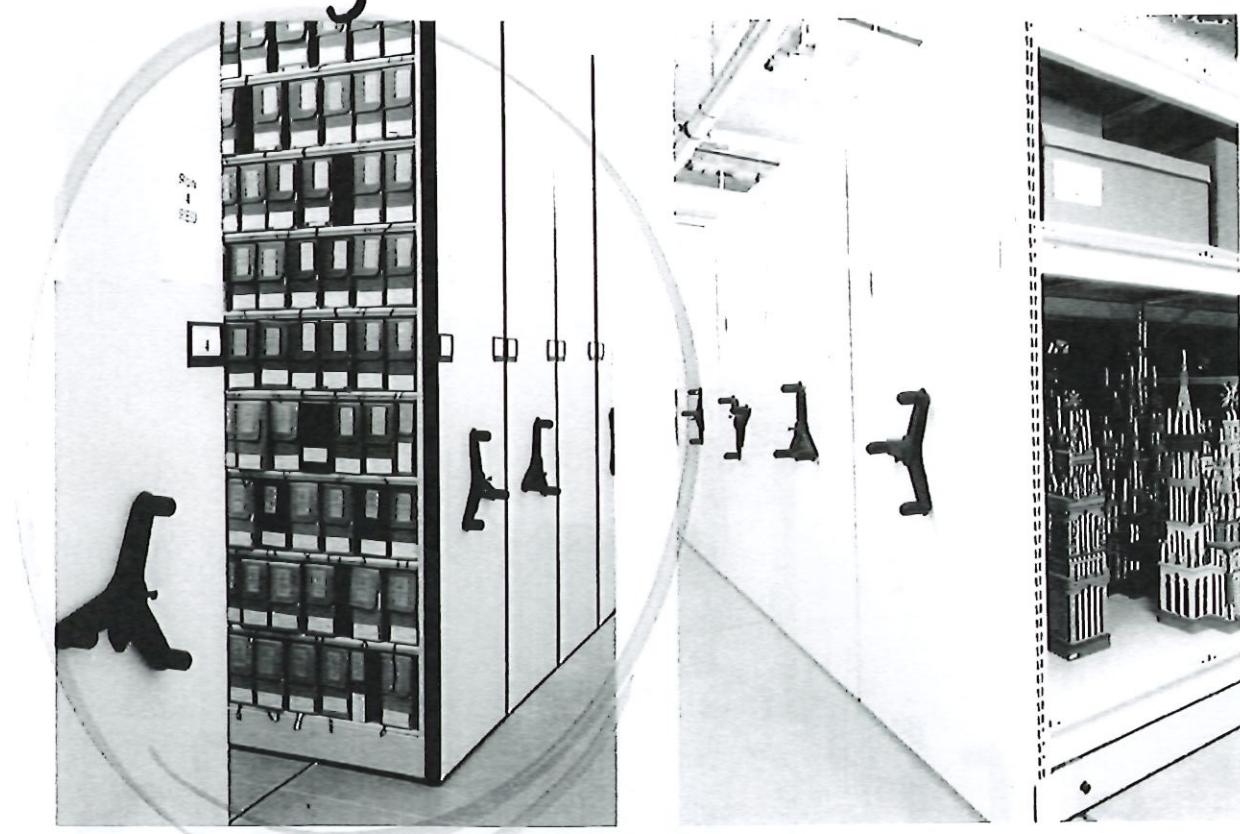
MECHANICAL ASSIST

HIGH-DENSITY MOBILE STORAGE



Storage Solved®

Stoughton



DESIGN FEATURES

MOBILE CARRIAGE SYSTEMS

By mounting shelving units and storage cabinets on wheeled carriages that travel on rails, Spacesaver High-Density Mobile Storage Systems eliminate the need for multiple fixed aisles, freeing floor space for other more productive uses.

Standard Carriage Length Spacesaver Mechanical Assist carriages are available in standard lengths up to 45 feet (13.7m). Greater carriage lengths are possible, depending on system load factors.

Load Carrying Capacity Each carriage has a minimum load carrying capacity of 1,000 lb. (1,500 kg) per linear foot (meter). Your local Area Contractor can provide weight analyses and offer structural strategies to accommodate heavier system floor loads.

Flexible Rail Layout By adjusting rail size, spacing and orientation, floor loads can be optimally distributed at practical bearing points.

Welded-Steel Uniframe Carriage Spacesaver's welded-steel carriages ensure that all drive train components retain their alignment, eliminating binding, racking and misalignment of carriage and shelving. Their rigid, uniframe design has no exposed fasteners to loosen or break.

Wheels And Rails Carriage wheels and rails are fabricated and precision-machined for maximum strength and system life.

Optional One-Piece Structural Rail System Available one-piece rail systems have no butt joints or welds. Their tongue-and-groove design restricts lateral movement and provides greater structural rigidity.

Fully-Grouted Rails All rails are fully supported and grouted to evenly distribute system weight. They are not installed using shims, which can cause carriage rails to flex and the system to malfunction.

Synchronized Drive System A synchronized drive transmits power to both sides of the carriage, not just one, providing positive tracking – even with unbalanced loads. Not only are system stability and performance enhanced, wear is reduced. Line shaft drive is also available.

Flexible Guidance Systems To reduce friction and facilitate smoother tracking, Spacesaver carriages are available with a variety of guidance systems. Your local Area Contractor will help you select the system best suited for your application.

Matched Drive Ratios Spacesaver Mechanical Assist carriages can be equipped with a number of different drive ratios. By appropriately matching the system drive ratio to the load, operation becomes smooth and effortless. Very little force or exertion is needed to open an aisle.

Chain Tensioner To assure the smoothest possible operation, an integrated chain tensioner can be easily adjusted to fine-tune the carriage drive. This can be accomplished in seconds as a minor service adjustment, without disassembly of the system.

Recessed Carriage/Welded Shelving Uprights Spacesaver carriages are designed for maximum stability. Their welded steel uprights and recessed mounting of shelving and cabinets enhance the structural integrity of the system. Storage housings become an integral part of the carriage, ensuring that they won't shift position or lose their alignment.

Anti-Tip Protection Built-in anti-tip devices are engineered to comply with all seismic requirements, providing an extra measure of system stability and safety – even in areas prone to earthquakes.

MOBILE CARRIAGE SYSTEMS (CONTINUED)

Low Profile Rail Design The low-profile design of Spacesaver rail systems is engineered to mount flush with the finished floor. To ensure a proper match with the rest of their environment, system decks and ramps can be covered with virtually any flooring material.

ADA Compliant To accommodate the personal limitations of individual users, Spacesaver Mechanical Assist Systems can be readily configured to comply with all ADA accessibility requirements.

SYSTEM CONTROLS

Soft-Touch Ergonomic Handles Comfort and ease of operation are enhanced by our ergonomically designed, soft-touch rotating handles. A variety of optional handle colors are available to match any decor.

Safety Locks To enhance user safety, unwanted movement can be prevented by a standard safety lock control that has a bright visual indicator showing lock status. For additional safety, optional automatic locks are available which help prevent the system from being closed on an occupied aisle.

Carriage Safety Sweep/Brake To ensure maximum protection for users and materials being stored, Spacesaver Mechanical Assist systems can be equipped with an optional carriage safety sweep/brake.

Controlled Access Unauthorized access to any or all aisles can be prevented with optional hub locks which allow individual carriages to be key-locked in closed-aisle position as desired.

Upgradable To Electric Operation Spacesaver Mechanical Assist Systems can be designed for easy upgrading to electrically-controlled operation. In this way, special programmable features can also be added as your needs change.

SHELVING AND CABINET OPTIONS

Wide Choice Of Housings Almost any type of storage housing can be mounted on Spacesaver mobile carriages, including your own existing shelving and cabinets.

Unlimited Shelving Options/Storage Accessories Beyond basic cabinetry, Spacesaver offers you a large assortment of shelving options and storage accessories designed to accommodate virtually anything you wish to store.

Ability To Reconfigure/Expand System As your storage needs change, Spacesaver shelving and cabinets can typically be reconfigured or expanded to accommodate them.

Heavy-Duty Shelving Construction For added strength, Spacesaver shelving and cabinets are fabricated using heavy-gauge, cold-rolled steel and extensively reinforced for increased rigidity, improving their ability to support greater shelf loads.

Wide Array Of Design Options A wide range of colors, finishes, and end-panel materials provides you with design options limited only by your imagination.

Durable Paint Finishes Spacesaver's powder-coat paint finishes are extremely durable, exceeding the stringent scuff, scratch and chip requirements of the American Library Association.





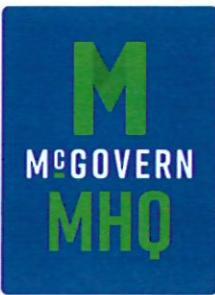


Article #27

Police Capital

Livescan Fingerprint Machine

Cruisers (3 marked, 1 unmarked)



Budget Quote

Company/Dept: Stoughton PD Date: December 13, 2024
Contact: _____ Quote #: _____
Street Address: _____ Revision #: _____
City, State, Zip: _____ Customer ID: _____
Phone: _____ Sales Rep: Chris Analetto
E-Mail: _____ Contract: GBPC/BAPERN
Job Description: [2025 PIU Line Car Gas](#)

QTY	Item #	VEHICLE LINE DESCRIPTION	UNIT PRICE	Ext Line Total
1	K8A	2025 Ford Explorer Utility EcoBoost	\$44,995.00	\$44,995.00
1	65U	Spot Light Drivers Side	\$388.15	\$388.15
1	99C	Ecoboost	\$921.50	\$921.50
				\$0.00
				\$0.00
				\$0.00
Vehicle Total:				\$46,304.65
QTY	Item #	Equipment Description	UNIT PRICE	Ext Line Total
1	36-2125	Westin Push Bar	\$550.00	\$550.00
1	36-6005SMP4	Westin Push Bar 4 Light Channel	\$50.00	\$50.00
1	36-2125WC	Westin Push Bar Wire Cover	\$50.00	\$50.00
4	EMPS4001S-E	Soundoff mPOWER HD Blue White Front Push Bar	\$225.00	\$900.00
2	EMPS2QMS5RBW	Soundoff Tri Color Red Blue White Side of Push Bar	\$225.00	\$450.00
2	ELUC3H010E	Sound Front Hide a Way Blue White	\$200.00	\$400.00
2	PLUCTCL1	Front Hide a Way Collar	\$0.00	\$0.00
2	ENT3B3E	Soundoff Under Mirror Blue White	\$300.00	\$600.00
1	PMP2BKUMB8-D	Under Mirror Bracket - DRIVERS SIDE 2025+	\$0.00	\$0.00
1	PMP2BKUMB8-P	Under Mirror Bracket - PASSENGERS SIDE 2025+	\$0.00	\$0.00
2	ENFSGS3E	Soundoff nForce Side Cargo Blue White	\$250.00	\$500.00
1	EMPLB00MHR-2CT	SOS mPower Light Bar B/W Front B/A Rear 2 Red	\$2,800.00	\$2,800.00
1	ENFWB004YL	Soundoff Rear Interior Deck Blue Amber with 2 Red	\$1,300.00	\$1,300.00
2	EMPS2STS5RBW	SOS Tri Color Red Blue White Rear Plate (Plastic)	\$225.00	\$450.00
2	EMPS2QMS5RBW	SOS Tri Color Red Blue White Rear Hatch w/Switch	\$225.00	\$450.00
1	Labor	Flash Rear Rings	\$150.00	\$150.00
2	ELUC3H010J	Soundoff Rear Hide Red Blue	\$200.00	\$400.00
1	ENGS5200RSR	SOS Blueprint Siren with Rotary Knob 2 Speakers	\$2,550.00	\$2,500.00
2	ENGHNK05	Remote Node Harness	\$0.00	\$0.00
2	ENGND04102	Remote Node	\$0.00	\$0.00
2	ETSS100J	Siren Speaker Mount On Push Bar	\$0.00	\$0.00
1	ENGLMK013	Soundoff Link 2025+	\$250.00	\$250.00
1	ENGSYMD01	Soundoff SYNC	\$300.00	\$300.00
1	ETSKLF200	SOS Aftershock Dual Tone Siren Dual Speakers	\$1,000.00	\$1,000.00
1	ETSSLFVBK07	Soundoff Aftershock Siren Bracket	\$0.00	\$0.00

1	ETSSLFVBK09	Soundoff Aftershock Siren Bracket	\$0.00	\$0.00
1	425-6505	Jotto Console with Cup Holder and Arm Rest	\$650.00	\$650.00
1	425-6411	Jotto Arm Rest	\$150.00	\$150.00
1	425-3704	Jotto Dual Cup Holder	\$100.00	\$100.00
2	C-MCB	L Bracket	\$0.00	\$0.00
1	425-6281	Jotto 400 Series Rotary Knob Face Plate	\$0.00	\$0.00
2	MMSU1	Mag Mic	\$50.00	\$100.00
1	LOFT-PIU20-GV	Lund Loft Vault	\$1,250.00	\$1,250.00
1	SC-7009-A	Santa Cruz Gun Lock Timer	\$0.00	\$0.00
1	CW0136	Code 3 Strip Light	\$0.00	\$0.00
1	94332	Front and Rear Vent Shades	\$110.00	\$110.00
2	ECVDMLTAL00	Dome Light Over Console On Hatch	\$125.00	\$250.00
1	NMOKUD20MPL	Antenna Cable	\$0.00	\$0.00
1	P1000UINT20AOSB	Pro-Gard Single Cell with Officer Safety Belt	\$3,250.00	\$3,250.00
1	Labor	Activate Wig Wags	\$150.00	\$150.00
1	SS	Shop Supplies	\$595.00	\$595.00
1	FK	Fleet Key Dept Specs	\$300.00	\$300.00
1	Paint	Paint Department Specs	\$1,500.00	\$1,500.00
1	Graphics	Graphics	\$895.00	\$895.00
1	Labor	Transfer Radar	\$250.00	\$250.00
				\$0.00
				\$0.00

Contract Equipment Total: **\$22,650.00**

Non-Contract Equipment Total: **\$0.00**

Vehicle and Equipment Total:	\$68,954.65
Vehicle Quantity:	1
Sub total:	\$68,954.65

Trade Description	Trade VIN	Trade Miles	Trade Value
Trade Vehicle/s Total:			\$0.00
Quote Grand Total:			\$68,954.65

TERMS AND CONDITIONS

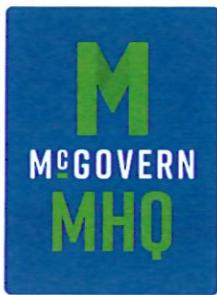
Custom or Special Orders are Non-Refundable

This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services

Quote is Based on Current Information From Client About the Project Requirements

Actual Cost May Change Once Project Elements are Finalized

Trade value is subject to change based on time, mileage and condition of vehicle at turn-in.



Quote

Company/Dept:	Stoughton Police Department	Date:	January 1, 2025
Contact:	Attn Roger Hardy	Quote #:	
Street Address:		Revision #:	
City, State, Zip:		Customer ID:	
Phone:		Sales Rep:	Chris Analetto
E-Mail:		Contract:	GBPC
Job Description:	<u>25 Chevy Traverse</u>		

TERMS AND CONDITIONS

Custom or Special Orders are Non-Refundable

This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services

Quote is Based on Current Information From Client About the Project Requirements

Actual Cost May Change Once Project Elements are Finalized

Trade value is subject to change based on time, mileage and condition of vehicle at turn-in

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from McGovern MHQ, Inc.

x

PRINT NAME

x

TITLE

x

SIGNATURE



11951 Freedom Drive, Suite 1800, Reston, Virginia 20190

December 10th, 2024

James O'Connor
Stoughton Police Department
Massachusetts
Joconnor@stoughton-ma.gov

Reference No. IDMA-L121024-05

IDEMIA is pleased to provide Stoughton Police Department with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard Massachusetts State Police (MASP) software and workflows with capability of transmitting fingerprint information to MASP AFIS for search.

IDEMIA's fully integrated LiveScan solution provides Stoughton Police Department the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- Certification to the FBI's Electronic Fingerprint Transmission Specifications and Massachusetts Electronic Biometric Transmission specification (MEBTS) 3.5 standards
- ◆ "Hit/No Hit" Response from the MASP AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty

Note: per MASP, LiveScan Systems being used for criminal submission require Palm Capture.

Solution Description and Pricing

IDEMLA offers the equipment and services described in Tables 1- 4. Tables 1-3 shows Tenprint (Fingerprint)/Palm Capture.

Tenprint/Palm Capture - Table 1 – Table 3

Tenprint/Palm Capture– Cabinet Adjustable Height **with Printer** Table 2. Pricing Price source: MA-EPS17

		Description	Unit Price
<i>TPE-5600-HD</i>	IDEMLA LiveScan System Cabinet Tenprint/Palm Capture, including:		\$19,404
<i>TPE-CSTX-MAPALM</i>	♦ IDEMLA LiveScan System Software		
<i>TPE-CSTX-MA</i>	♦ FBI Appendix F Certified Tenprint/Palm 1000PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology		
<i>TPE-COMX-SMTPE</i>	♦ Computer, Monitor, keyboard		
<i>TPE-SWOX-DIXML</i>	♦ Ruggedized Cabinet – Adjustable Height		
<i>TPE-PRT-DUP</i>	♦ Standard MASP defined Workflows and profiles		
<i>TP-IAT-CUSTOM</i>	♦ LiveScan Demographics Interface		
<i>47FRT</i>	♦ Printer Black & White Card, Duplexer		
	♦ On-site Installation / On-site Training		
	♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement		
	♦ Freight		
<i>TPE-PRT-TRAY</i>	♦ Additional printer tray	\$425	
<i>TPE-DIGCAP</i>	♦ Digital photo capture, camera	\$1,325	
		Total:	\$21,154

✓

Optional: Maintenance (Start Year 2)

<i>5600-TPE-ED-M95</i>	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$3,891
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Tenprint/Palm Capture – Cabinet Fixed Height **with Printer** Table 2. Pricing Price source: MA-EPS17

		Description	Unit Price
<i>TPE-5300D-HD</i>	IDEMLA LiveScan System Desktop Tenprint/Palm Capture, including:		\$19,995
BCAB-02	♦ IDEMLA LiveScan System Software		
<i>TPE-CSTX-MAPALM</i>	♦ FBI Appendix F Certified Tenprint/Palm 1000PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology		
<i>TPE-CSTX-MA</i>	♦ Computer, Monitor, keyboard		
<i>TPE-COMX-SMTPE</i>	♦ Ruggedized Cabinet – Fixed Height		
<i>TPE-PRT-DUP</i>	♦ Standard MASP defined Workflows and profiles		
<i>TPE-SWOX-DIXML</i>	♦ LiveScan Demographics Interface		
<i>TP-IAT-CUSTOM</i>	♦ Printer Black & White Card, Duplexer		
<i>47FRT</i>	♦ On-site Installation / On-site Training		
	♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement		
	♦ Freight		
<i>TPE-PRT-TRAY</i>	♦ Additional printer tray	\$425	
<i>TPE-DIGCAP</i>	♦ Digital photo capture, camera	\$1,325	
		Total:	\$21,745

Optional: Maintenance (Start Year 2)

<i>5600-TPE-ED-M95</i>	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$3,891
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Tenprint/Palm Capture – Desktop with Printer

Table 3. Pricing

Price source: MA-EPS17

Description		Unit Price
<i>TPE-5300D-HD</i> <i>TPE-CSTX-MAPALM</i> <i>TPE-CSTX-MA</i> <i>TPE-COMX-SMTPE</i> <i>TPE-SWOX-DIXML</i> <i>TPE-PRT-DUP</i> <i>TP-IAT-CUSTOM</i> <i>47FRT</i>	IDEMLA LiveScan System Desktop Tenprint/Palm Capture, including: <ul style="list-style-type: none"> ◆ IDEMLA LiveScan System Software ◆ FBI Appendix F Certified Tenprint/Palm 1000PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Monitor, keyboard ◆ Standard MASP defined Workflows and profiles ◆ LiveScan Demographics Interface ◆ Printer Black & White Card, Duplexer ◆ On-site Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight 	\$17,620
<i>TPE-PRT-TRAY</i>	◆ Additional printer tray	\$425
<i>TPE-DIGCAP</i>	◆ Digital photo capture, camera	\$1,325
Total:		\$19,370

Optional: Maintenance (Start Year 2)

<i>5600-TPE-ED-M95</i> <i>PRT-DUP-M95</i> <i>HWOX-DIGCAP-M95</i>	<i>Optional</i> Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$3,891
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Current shipping is 60+ days after receipt by IDEMLA of Stoughton Police Department completed pre-install documentation, or as otherwise scheduled.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMLA Maintenance Agreement team for pricing details: ContractMaintenance@us.idemia.com.

IDEMLA LiveScan System – Details

Table 4. Details

Item	Description
Massachusetts Enterprise Customization	<ul style="list-style-type: none"> ◆ Supported Capture Types; CAR, QCAR, MAP, NFUF, LAPP. ◆ Electronic Submissions: SMTP email submission to MASP, FCS submission of NIST records to AFIX Tracker. ◆ Cards: MA I9 Applicant, MA I9 Criminal, FD249, MA Palm, FD258, SF87. ◆ Responses: NIST responses as E-mail attachments retrieved via pop3; automatic printing of responses is available. ◆ TouchPrint Enterprise (TPE) Massachusetts palm customization (for Palm capture System)
TPE-COMX-SMTPE	Electronic Fingerprint Records Transmission via SMTP over TCP/I
TPE-SWOX-DIXML	Demographic Interface (DI) - allows XML files to be imported into LiveScan--XML format specific to IDEMLA. XML files can be pushed to or pulled down by the LiveScan via FTP, SMTP, or Windows File Share.

Customer Responsibilities

Stoughton Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMLA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or Stoughton Police Department network devices.
- ◆ Completion and return to IDEMLA Program Team the IDEMLA pre-install documentation.
- ◆ Obtaining all required authorizations for connecting to the MASP AFIS Central Database.
- ◆ Completion and return of IDEMLA pre-install documentation to IDEMLA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are Stoughton Police Department responsibility. IDEMLA does not offer or resell these items.

NOTE: prior authorization for connecting to Massachusetts State Police is required. Please ensure to contact Abir Sohel, State Identification Section, Massachusetts State Police email Abir.Sohel@mass.gov.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ An inter-agency agreement between MASP and Stoughton Police Department will be in place.
- ◆ Stoughton Police Department will provide all necessary communication to connect to MASP. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and On-site Installation Services will be scheduled after network connectivity to MASP has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from Stoughton Police Department.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Stoughton Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Pricing valid through: February 28th, 2025

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEORIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: Alexandra.Wahlstrom@us.idemia.com | anamtkorders@us.idemia.com

Please direct all questions and order correspondence to:

Alex Wahlstrom
IDEORIA Inside Sales
Email: Alexandra.Wahlstrom@us.idemia.com

We look forward to working with you.

Sincerely,



Casey Mayfield
Sr. Vice President Justice and Public Safety
IDEORIA Identity & Security USA LLC

IDEORIA's In-State Support Organization is dedicated solely to the support of Massachusetts customers. IDEORIA's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces IDEORIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Article #28

Fire Department Capital

Ladder Truck

November 6, 2024

Chief Michael Carroll
Stoughton Fire Department
1550 Central Street
Stoughton, MA 02072

Dear Chief Carroll,

Purchase Price of the Rear Mount Aerial Platform is estimated at \$2,204,166.00 for a July 2025 Purchase.

You may pay upon delivery of the truck, COD.

We have two (2) options for discounts,

1. If a chassis progress payment is made approximately 120 days before the trucks are completed, you can delete **\$20,966.00** If you then make an Aerial progress payment, approximately 90-120 days before the trucks are completed you and delete an additional **\$9,713.00**
2. If a 100% prepayment is made within 15 days of an executed contract, you may deduct **\$95,000.00** off the cost of the aerial. #1 and #2 cannot be combined.

The current build time for aerials within our BMP program is approximately 44 months. By purchasing the aerial next year, you have secured a build spot and price protection except for the PPI clause in the contract.

Yearly increases have been averaging 6-8 % per year. If we take that percentage, the estimated cost of the truck if ordered in 44 months would be \$499,786.00-\$683,512.00 more.

Please contact me if you have any further questions regarding the proposal and pricing.

Thank you,

Sincerely,

Raymond Smith

Raymond Smith
Director of Sales
Allegiance Fire & Rescue
rsmith@allegiancefr.com 207-233-8882



Ladder 1 Replacement:

Project Description

This funding request is to replace our 1988 Ladder Truck. The 1988 Ladder had a catastrophic failure of the transmission and drive train. The replacement Ladder truck will become the Primary Rescue Ladder for the Town of Stoughton. This Ladder is essential to life safety for the residents of the Town of Stoughton. The Ladder Truck is a vital piece of firefighting search and rescue which allows personnel to safely extricate, rescue, and perform essential firefighting actions during critical firefighting operations.

Background for Request

This request allows us to replace our 36-year-old ladder truck with current NFPA 1911 requirements. Funding the replacement of this life-saving fire fighting Equipment is essential to ensure the protection of our citizens under the most extreme emergency response conditions. This also allows us to extend the life span of our 14-year-old Ladder 2 as the reserve Ladder Truck.



Existing Ladder 1 age: 36 years Manufacture Life use: 25-30 years for emergency response use

Cost of Ladder 1 Replacement: \$2,204,166

Requested by: Fire Chief

Inserted by: Select Board

Date: 22 November 2024

Estimated Costs: \$ 2,204,166

Article #29

Cedar Hill Capital

Bunker Rake
Fairway Mower
Multi-Purpose Vehicle
Unforeseen Building Maintenance

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

2000 John Deere Run
Cary, NC 27513

Signature on all LOIs and POs with a
signature line

Contract name or number; or JD Quote ID

Sold to street address

Ship to street address (no PO box)

Bill to contact name and phone number

Bill to address

Bill to email address (required to send the invoice and/or to obtain the tax
exemption certificate)

Membership number if required by the contract

For any questions, please contact:

Casey Mark

Finch Turf, Inc.
238 Bodwell Street
Avon, MA 02322

Tel: 800-560-3373
Mobile Phone: 617-447-4076
Fax: 410-848-5525
Email: mcasey@fincgturf.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Finch Turf, Inc.
238 Bodwell Street
Avon, MA 02322
800-560-3373
eldersburg@finchinc.com

Quote Summary
Prepared For:

Cedar Hill Gc
MA

Delivering Dealer:

Finch Turf, Inc.
Casey Mark
238 Bodwell Street
Avon, MA 02322
Phone: 800-560-3373
Mobile: 617-447-4076
mcasey@finchturf.com

John Deere 1200A Bunker machine, Gas 2wd Mechanical
Transmission, forward Reverse, Electric Implement Rear rake, Hand
Operated Plow & Scarifier, Lite Kit
** Available 2-3 Months.

Quote ID: 32042885
Created On: 02 December 2024
Last Modified On: 02 December 2024
Expiration Date: 24 January 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1200A Bunker and Field Rake	\$ 25,803.00	\$ 19,868.31	X 1	= \$ 19,868.31

Contract: MA Lawn & Grounds Equipment FAC116 (PG 3X CG 22)
Price Effective Date: February 1, 2023

Equipment Total	\$ 19,868.31
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* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 19,868.31
Trade In	
SubTotal	\$ 19,868.31
Est. Service Agreement Tax	\$ 0.00
Total	\$ 19,868.31
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 19,868.31

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE**

Selling Equipment

Quote Id: 32042885

Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**
Finch Turf, Inc.
238 Bodwell Street
Avon, MA 02322
800-560-3373
eldersburg@finchinc.com

JOHN DEERE 1200A Bunker and Field Rake

Hours:**Suggested List ***

\$ 25,803.00

Stock Number:**Selling Price *****Contract:** MA Lawn & Grounds Equipment FAC116 (PG 3X
CG 22)

\$ 19,868.31

Price Effective Date: February 1, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4300TC	1200A Bunker and Field Rake	1	\$ 23,346.00	23.00	\$ 5,369.58	\$ 17,976.42	\$ 17,976.42
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	OM Non CE English/ Spanish	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Rear Frame	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Bunker Rake (Serrated Blades)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3000	(3) Knobby Hi-Flotation Tires and Wheels	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
9010	Mid-Mount Cultivator Shoes/ Blades	1	\$ 335.00	23.00	\$ 77.05	\$ 257.95	\$ 257.95
9011	Mid-Mount Base	1	\$ 806.00	23.00	\$ 185.38	\$ 620.62	\$ 620.62
9020	40 In. Front Blade	1	\$ 955.00	23.00	\$ 219.65	\$ 735.35	\$ 735.35
9702	LED Work Light Kit	1	\$ 361.00	23.00	\$ 83.03	\$ 277.97	\$ 277.97
Standard Options Total			\$ 2,457.00		\$ 565.11	\$ 1,891.89	\$ 1,891.89
Value Added Services Total							
Total Selling Price			\$ 25,803.00		\$ 5,934.69	\$ 19,868.31	\$ 19,868.31



Prepared For: Victor Barruzza
Cedar Hill Golf Course
 1137 Park St Stoughton, Massachusetts
 02072-3728 United States

Ship To: Cedar Hill GC 11302024 GR3370
 Quote Number: Triflex
 Quoted Date: Q172876
 Prepared By: **11/30/2024**
 Dave Beauvais
 dbeauvais@turfproductscorp.com
 508-243-9675

MA STATE CONTRACT FAC116

Qty	Model #	Description	MSRP	% Disc	Award	Extended
1	04591	TORO GR3370 eTriflex	\$69,970.00	21 %	\$55,276.30	\$55,276.30
1	04504	eTriFlex 3WD Kit	\$6,319.00	21 %	\$4,992.01	\$4,992.01
1	04500	Light Kit	\$900.00	21 %	\$711.00	\$711.00
1	04716	Off-Green Kit, TriFlex	\$1,804.00	21 %	\$1,425.16	\$1,425.16
1	04508	Seat Kit, Standard	\$1,399.00	21 %	\$1,105.21	\$1,105.21
3	04650	Universal Rear Rotating Brush	\$1,433.00	21 %	\$1,132.07	\$3,396.21
3	132-0723	Adapter Kit RRB (w/o U - Groomer)	\$205.73	21 %	\$162.53	\$487.58
3	04651	8 Blade Cutting Unit	\$3,866.00	21 %	\$3,054.14	\$9,162.42
3	04256	Wide Wiegle Roller (One roller)	\$474.00	21 %	\$374.46	\$1,123.38
3	115-7378	Wide Wiegle Roller Scraper Brush Kit (21 Inch)	\$150.53	21 %	\$118.92	\$356.76

TORO GR3370 Accessories

3	04653	11 Blade Cutting Unit	\$4,064.00	21 %	\$3,210.56	\$9,631.68
3	04255	Narrow Wiegle Roller (One roller)	\$471.00	21 %	\$372.09	\$1,116.27

Pricing is valid for 30 days.

Toro Total:	\$88,783.98
Non - Toro Total:	\$0.00
Set Up:	\$1,775.68
Freight:	\$0.00
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
Total STATE Price:	\$90,559.66

Dave Beauvais

Territory Sales Manager (South Shore MA, Cape Cod & Islands)
 Toro Golf, Commercial Equipment & Irrigation Sales
 Turf Products, LLC - 157 Moody Road - Enfield, CT 06083
 Mobile: 508-243-9675



turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (860) 763-3581 • FAX: (860) 763-5550

COMMERCIAL SALES AGREEMENT

Contact Name: Victor Barruzza
Account Name: Cedar HillGC (Town of Stoughton)
Billing Address: 1137 park St.
Phone number: _____
Account Number: _____

Quote Number: 172876
Quoted Date: 11/30/2024
Prepared By: David Beauvais
Salesman Number: 257

Shipping address: Cedar Hill GC (Maint.)

Buyer's PO No: _____
Agreement Signing Date: _____
Requested Delivery Date: _____

Financing / Leasing
Terms: _____

Setup Instructions: _____

Pricing is valid for 30 days.

**BY SIGNING BELOW, THE BUYER AGREES TO PURCHASE THE PRODUCTS AS DESCRIBED IN THE ACCOMPANYING QUOTES
AND ACKNOWLEDGES HAVING RECEIVED AND READ A COPY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND
HEREBY AGREES TO BE BOUND BY THOSE TERMS AND CONDITIONS.**

Buyer's Signature _____
Duly Authorized

Salesperson's Signature: _____
Duly Authorized

Buyer's Printed Name _____
Duly Authorized

Salesperson's Printed Name David Beauvais
Duly Authorized



TERMS AND CONDITIONS

- 1. ACCEPTANCE OF ORDER.** TURF PRODUCTS, LLC ("Seller") shall accept this sales agreement (the "Order") for certain goods described in name and quantity on Quote attached hereto (the "Goods"). Each of Seller and Buyer may be referred to herein as a "Party" and collectively as the "Parties". By Buyer and Seller's written acceptance of this Order, Buyer and Seller agrees to all the terms and conditions of this Order.
- 2. PRICING.** Prices, terms, and conditions are subject to change by Seller without notice. Seller reserves the right to add applicable taxes to the pricing.
- 3. CHANGES AND CANCELLATIONS.** Changes proposed by Buyer with respect to this Agreement shall be made by submittal by Buyer to Seller of a written request at least fifteen (15) days prior to shipment of Goods pursuant to this Agreement, approval shall be solely at Seller's discretion. In the event that Seller approves any change(s) proposed by Buyer with respect to this Agreement, Seller shall provide a new estimated delivery within a reasonable time. The terms and conditions of this Agreement shall remain in effect in their entirety in the event that Seller fails to approve any changes proposed by Buyer.
- 4. DELIVERY.** Goods shall be sold F.O.B. Delivery Destination as set forth above on the Delivery Date. Seller shall pack all Goods in accordance with customs and practices prevailing in the industry. Risk of loss shall pass to Buyer upon delivery of the Goods at the Delivery Destination if accepted and signed for by the Buyer. Seller shall not be liable for any losses to Buyer arising from any delivery of the Order that is nonconforming or rejected, unless said nonconformance or rejection is a result of Seller's gross negligence or fault. Notification of any such nonconformance or rejection must be provided to Seller within three (3) business days of Buyer's receipt of the Order. Seller shall retain a right to cure within ten (10) business days of receipt of Seller's notice of nonconformance or rejection of the Order or any part thereof without being deemed in breach of the Order or any part or provision thereof. Seller shall, in the event of a delay or threat of delay due to any cause, promptly notify Buyer in writing of the delay. Seller shall not be liable for any damages resulting from failure to make delivery or performance within the time called for by this Order or by any written instructions of the Buyer.
- 5. RETURNED GOODS AND ERRORS.** Goods may not be returned without a Returned Goods Authorization issued by the Seller and any returned Goods are subject to restocking charge. Certain Goods may not be returned including Goods which are found to be defective and or not conforming with the terms of this Agreement. All returns must be in new and clean condition. Goods delivered more than ninety (60) days prior to their attempted return will not be accepted by Seller unless Buyer has obtained prior written approval from the Seller. If permission to return the Goods (or any portion thereof) is granted, any amount of Seller's merchandise credit given to Buyer will be based on the circumstances involved and determined solely at the Seller's discretion. Buyer is responsible for any delivery or shipping charges incurred to return Goods to Seller. Seller shall cure any errors in the shipment of the Goods that are not in conformance with this Agreement and those goods that are defective and under warranty. All claims for shortages in this Agreement must be made within ten (10) calendar days from the shipment date.
- 6. FINANCE CHARGE.** Buyer agrees that each invoice pursuant to this Agreement will be subject to a finance charge of one and a half percent (1.5%) per month or part thereof (equaling an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by law, whichever is higher) if not paid in full after thirty (30) days of the date of the invoice, unless other terms have been agreed upon (ex" leasing). Buyer shall reimburse Seller for any and all costs and expenses (including attorney's fees to the maximum extent permitted by law) incurred by Seller arising from or related to the collection of any Obligation (as defined in Paragraph 7) and/or the enforcement of Seller's rights with regards to any Collateral (as defined in Paragraph 7).
- 7. SECURITY INTEREST.** To secure the payment and performance of each and every debt, liability of every type and description which the Buyer may now or hereafter owes to the Seller (each an "Obligation"), Buyer grants to Seller a security interest in the Goods, and all other goods (as defined in Article 9 of the Uniform Commercial Code, as adopted by the State of Connecticut (the "UCC")) from time-to-time sold by Seller to Buyer, and all products and proceeds of the foregoing property, including, without limitation, all accounts, insurance proceeds and all other rights to payment (the "Collateral"). Buyer authorizes the Seller to prepare and file financing statements covering all or any portion of the above collateral with any filing office selected by Seller. Upon any default of Buyer in respect of Obligation, Seller shall have all rights of a secured creditor under the UCC and under any other applicable law.
- 8. TERMINATION.** This Agreement may not be terminated unless agreed to in writing by Seller and Buyer.
- 9. REPRESENTATIONS AND WARRANTIES.** SELLER PROVIDES THE GOODS, INCLUDING BUT NOT LIMITED TO ANY SPARE PART(S), MANUAL(S) AND/OR INSTRUCTIONAL MATERIAL(S) PURSUANT TO THIS ORDER "AS IS." ANY WARRANTY OR WARRANTIES PROVIDED BY THE MANUFACTURER(S) OF THE GOODS (collectively, the "Manufacturers") IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Seller shall bear no responsibility for contents or errors in any manuals, instructions or other information supplied to the Seller by the Manufacturers and provided to Buyer by Seller with the Goods.
- 10. NOTICE.** Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to be duly given when received if sent by a recognized overnight carrier to each Party's address as stated on this Order, when delivered by hand, or when transmitted by facsimile transmission if the transmittal report document indicates that the facsimile was sent successfully.
- 11. REMEDIES.** Remedies set forth are exclusive. Neither Party shall be liable for consequential, punitive or exemplary damages, or loss profits or revenue.
- 12. DISPUTE RESOLUTION AND GOVERNING LAW.** The terms of this Order shall be governed by the laws of the State of Connecticut, to the exclusion of its choice of law rules. Seller and Buyer submit to the non-exclusive jurisdiction of any state or federal court located in the State of Connecticut. To the extent permitted by applicable law, any and all actions brought by Buyer against Seller pursuant to the terms of this Agreement shall be commenced within one (1) year of written notice by Buyer to Seller of the dispute(s) that is/are the subject of the action, said written notice to be provided by Buyer to Seller within one hundred eighty (180) days of the shipment date specified herein. THE PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL.
- 13. SEVERABILITY.** In the event provision or clause of the Order conflicts with governing laws or if a court of competent jurisdiction holds invalid provision or clause of this Agreement, such provision or clause shall be deemed to be modified to reflect as nearly as possible the Parties' intent. The remainder of this Agreement shall remain in full force and effect so long as the terms of the remainder do not render the Agreement manifestly unjust to either Party.
- 14. SURVIVAL.** The provisions of the Agreement, which by their very nature would continue beyond the termination, cancellation, or expiration of the Order shall continue as valid and enforceable rights and obligations of the Parties and survive termination, cancellation, or expiration of the Order.
- 15. FORCE MAJEURE.** Neither Party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to causes beyond its control, including not limited to war, strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, acts of terrorism, fire, flood, other natural disaster, or any and all delays or failures by the Manufacturers or any of Seller's other vendors, provided that said Party has taken reasonable measures to notify the other in writing of the delay.
- 16. ENTIRE AGREEMENT.** This Order and Quote hereto together constitutes the entire agreement between Buyer and Seller, and supersedes all, whether written or oral, communications, representations, negotiations, or agreements pertaining to the Goods. This Agreement may only be amended by a writing signed by both Parties. In the event that any terms of the Agreement conflict with those of any other document, this Agreement's terms shall control.
- 17. WAIVER.** The waiver by Buyer or Seller of any notice requirement or any breach of any requirement or obligation under this Agreement shall not be deemed to be a waiver of any subsequent breach of the same requirement or obligation, or a waiver of any other requirement or obligation stated herein.



VENTRAC

4520
TRACTOR

4520 TRACTOR

Model Comparison	4520K	4520P	4520Y	4520N	4520Z
VANGUARD Big Block	KAWASAKI DFI	KUBOTA Diesel	KUBOTA	KUBOTA	KUBOTA
Stock Codes	39.51219	39.51216	39.51217	39.51225	39.51215
California Model Stock Code		39.51221		39.51227	
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard	Standard

Engines

Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5	32.5
Peak Torque	47 ft lb (64 nm)	47 ft lb (64 nm)	42 ft lb (57 nm)	51 ft lb (69 nm)	51 ft lb (69 nm)
Displacement	896cc	824cc	898cc	962 cc	962cc
Cylinders	2	2	3	3	3
Engine Oil	Ventrac Full Synthetic 10W30				
Cooling	Air	Liquid	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline	Gasoline
Fuel Capacity	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7L)	6 gal (22.7 L)
Fuel Economy ^{^^}	1.6 gal/hr (6 L/hr)	1.2 gal/hr (4.5 L/hr)	1.1 gal/hr (4 L/hr)	1.2 gal/hr (4.5 L/hr)	1.5 gal/hr (5.7 L/hr)
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp	60 Amp

Dimensions

Weight with standard hitch	*1385 lb (628 kg)	1620 lb (735 kg)	1705 lb (773 kg)	1700 lb (771 kg)	1690 lb (767 kg)
Weight with accessories kit	1610 lb (730 kg)	N/A	N/A	N/A	N/A
Weight with 3-point hitch	1690 lb (767 kg) w/ accr kit	1700 lb (771 kg)	1785 lb (810 kg)	1780 lb (807 kg)	1770 lb (803 kg)
Length with standard hitch (ROPS up)	81.5 inches (207 cm)				
Length with 3-point hitch	92 inches (234 cm)				
Width	48.5 inches (123 cm)				
Width with wheel extensions	54.5 inches (138.5 cm)				
Width with duals	73 inches (185.5 cm)				
Wheelbase (front axle to rear axle)	45 inches (114 cm)				
Height (ROPS up)	68 inches (173 cm)				
Height (ROPS down)	54 inches (137 cm)				
Turning Radius (single tires, standard position)	39 inches (99 cm)				
Turning Radius (position 2)	54 inches (137 cm)				
Turning Radius (position 3)	68 inches (173 cm)				
Oscillation amount (@ wheel)	7.5 inches (19 cm)				
Ground Clearance	5 inches (13 cm)				

^{^^} Fuel Economy tested with HM602 mower for comparison purposes.

Application conditions & attachment will affect fuel economy.

All specifications subject to change without notice or obligation



The Ventrac 4520 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4520 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4520 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.

STANDARD FEATURES

- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System*

*Optional on 4520K, standard on other 4520 Models

- USB Charger

Optional Accessories:

- Turf Tires, Chains
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit www.ventrac.com/accessories for full list.



4520 TRACTOR (cont.)

Electrical

Battery	475 CCA (Group 51R)
Voltage	12 volts
Battery Disconnect	Standard, with 150A System Circuit Breaker
Fuses	Sealed, Mini Fuse and J-Case styles

Drivetrain

Hydraulic Pump	Danfoss DDC-20
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)
Hydraulic Motors	MPIM
Transaxles	Peerless 2600 series
Axles	Peerless 40mm (forged) with integrated forged hub
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan
Hydraulic Oil Filter (Suction)	25 micron
Hydraulic Oil Filter (Pressurized)	10 micron

Hitch and PTO

Front Hitch	Ventrac Mount System
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft lb) (339 nm)
Rear Hitch	2 inches Receiver
3-Point Hitch	Optional Category 1 3-Point Hitch

Tires

Standard (All Terrain)	22x12-8
Optional Turf	22x11-10

Travel Speed (F/R)

Low Range	5 mph (8 kph) forward / 4 mph (6 kph) reverse
High Range	10 mph (16 kph) forward / 8 mph (13 kph) reverse

Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter
Indicator Lights	Parking Brake, Engine High-Temp^, Hydraulic Oil High Temp^, Low Voltage^, Low Oil Pressure^
^ Activates Audible Alarm	
Switches	Key, PTO, and Lights
Lights	
Head Lights	(4) LED 1000 Lumen
Tail Lights	(2) Red LED Lights

Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary Handle; Optional Foot Pedal)
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A. (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering

Other Features

Tool Box	Optional
Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)

ROPS

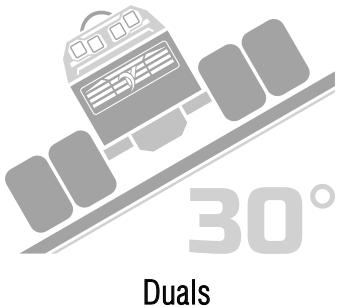
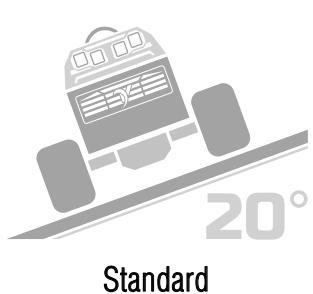
Folding ROPS	Standard
Heavy Duty Off-Road Seat Belt	Standard

All specifications subject to change without notice or obligation

Max Slope Rating (in any direction)

	Single Tires	Dual Wheels
4520* w/Front Attachment (unless specified otherwise below)	20°	30°
4520 w/Cab	10°	Not Recommended
4520 w/Spreader	10°	Not Recommended
4520 w/RV602	10°	15°
4520 w/KH500	5°	Not Recommended
4520 w/MA900	10°	18°

*Attachments, accessories, and tire configuration may reduce the 4520 power unit's maximum angle of operation. Refer to applicable operator manuals for maximum angle of operation of equipment.



ENGINE RATINGS

Model #	4520K	4520P	4520Y	4520N	4520Z
Engine	B&S Vanguard Model 54	Kawasaki FD851D	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Fuel	Gas	Gas (DFI)	Diesel	Gas	Gas
Max Slope Intermittent Use***	30° (58%) [^]	30° (58%)	30° (58%) [^]	30° (58%) [^]	30° (58%) [^]
Max Slope Continuous Use***	25° (47%)	30° (58%)	20° (36%)	25° (47%)	20° (36%)

*** For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°



Digital Slope Gauge
Recommended for operation on slopes.



Intermittent Use Defined

[^] The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4520P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

All specifications subject to change without notice or obligation





VENTRAC



CONTOUR MOWER

MJ840



CONTOUR MOWER

Model	MJ840
Stock Code	39.55160
Deck Type	Front mount, 3 deck system
Deck Suspension	4 front flat-free tires with 3 full rear rollers
Width of Cut	83 inches (211 cm)
Number of blades/type	(3) 15" (38cm) right hand low lift (3) 15" (38cm) left hand low lift
Cutting Height Range	3/4 inch (20 mm) to 3.5 inch (89 mm)
Cutting Positions	12
Cutting Height Adjustment	Multi-point, 1/4-inch increments
Deck Construction	Multi-gauge construction
Spindles/Pulleys	Field serviceable with top grease fittings
Anti Scalp Rollers	5, 3 position adjustable
Discharge Type	Rear discharge with flexible deflector

Optional Accessory

Mulch Kit	70.8087
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Dimensions

Length	52 inches (132 cm)
Width	84 inches (213 cm)
Height	22 inches (56 cm)
Weight	584 lbs (265 kg)
Shipping Weight	680 lbs (308 kg)
Shipping Dimensions (LWH)	89x57x26 inches (266x145x66 cm)

All specifications subject to change without notice or obligation



Ventrac's Contour Mower features a 83-inch working width making quick work of any mowing job regardless of the terrain without sacrificing quality of cut. Three independent decks aided by front rollers float along the contour of the ground providing an even cut without scalping, while the rear rollers leave behind a beautiful finish striping pattern. The Contour Mower also features a flip-up deck design.

STANDARD FEATURES

- 40 degrees of motion for side decks
- Front-to-back motion for ground variation
- Rear discharge
- Full rear roller for even cutting and striping
- Front rollers for anti-scalping
- Belt drive with gearbox for mechanical efficiency & reliability
- Flip-up deck design
- Ventrac Mount System

OPTIONAL ACCESSORIES

- Mulching Kit





TOUGH CUT
HQ682

TOUGH CUT

Model	HQ682
Stock Code	39.55118
Width of Cut	68 inches (173 cm)
Number of Blades/Type	3 blades, 5/16 x 2½ x 23 inches (79mm x 6.35cm x 58cm)
Cutting Height (with Swivel Wheels Removed)	3 – 4½ inches
Cutting Height	3½ - 7 inches (89 to 178 mm)
Deck Construction	Multi Gauge, 5/16 inch (7.9 mm) at spindle mount
Spindles/Pulleys	Field Serviceable w/ Top Grease Fittings

Optional Accessory

Hydraulic Flip-Up Kit	70.8226
-----------------------	---------

Dimensions

Length	59 inches (150 cm)
Width	69 inches (175 cm)
Height	22 inches (56 cm)
Weight	475 lbs (215.5 kg)

All specifications subject to change without notice or obligation

STANDARD FEATURES

- Rear Adjustment for Deck Pitch
- Heavy Duty Blades
- Tilt-Up Deck
- Ventrac Mount System
- Front Caster Wheels

OPTIONAL ACCESSORIES

- Hydraulic Flip-Up Kit



The HQ682 **Tough Cut Mower** is the mower of choice for mowing high grass, thick weeds, and heavy brush. A large baffled front opening assists in directing materials into the deck and helps hinder debris from escaping. Three heavy-duty blades counter rotate to cut and deposit waste evenly without windrowing. Capable of tackling saplings and large thorn bushes, the Tough Cut makes short work out of overgrown thickets.

The HQ682 comes with front caster wheels as a standard feature. Four tie-down points have been added for secure trailering.

The Tough Cut has adjustable cutting height ranging from: 3" - 7". Easy servicing of belts and pulleys is provided by the hinged and removable cover. The manual tilt-up deck provides access under the deck. A hydraulic flip-up kit is available as an option for easier access to the underside of the deck for cleaning and blade replacement.





STUMP GRINDER

KC220

STUMP GRINDER

Model	KC220
Stock Code	39.55301

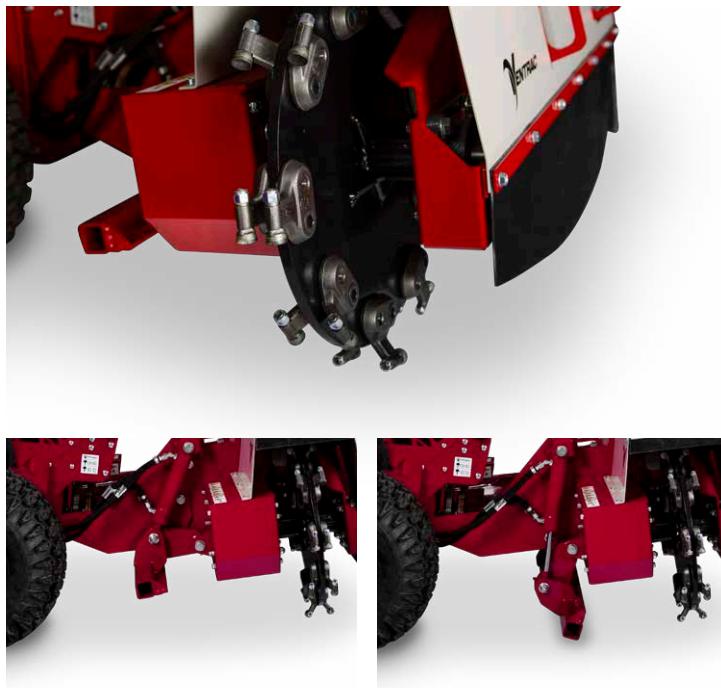
Cutter Head Specifications

Carbide Tips	18 (3 sided replaceable)
Cutter Head Width	3.5 inches (9 cm)
Overall Cutter Head Diameter	22 inches (56 cm)
Cutter Head Speed	1300 RPM
Cutting Depth Below Ground Level	8 inches (20 cm)

Dimensions

Length	41 inches (104 cm)
Width	51 inches (130 cm)
Height	23 inches (58 cm)
Weight	420 lbs (191 kg)

All specifications subject to change without notice or obligation



The KC220 Stump Grinder features 18 replaceable heavy-duty carbide cutting teeth on a large 22" rotor for removing large or small stumps.

Cutting action is controlled with the forward and reverse motion using the tractor's hydrostatic drive. The Stump Grinder features offset, out-front operation to provide excellent visibility resulting in better performance and efficiency.

An increased rotor speed of 1300 RPM equates to a faster tip speed and more significant amounts of material removed with each pass. In addition, with an increased cutting depth of 8 inches, stumps are removed faster than ever.

The new material blade, operated by the hydrostatic hand controls, helps push material away from the working area to uncover portions of the stump that needs to be removed.

The stump grinder works in a sideways orientation, making this attachment's operation more intuitive, faster, and with an easier learning curve. In addition, set-up and installation on the tractor are easy, and an operator can quickly become a pro at using this attachment effectively.

Combined with the 4520 Ventrac tractor, the Stump Grinder is an agile, powerful, turf-friendly mobile unit for lawns, golf courses, parks, and municipalities.





Shown with Turf Tires

SPECIFICATIONS

Stock Code

All Terrain	70.4067 (1 kit per tractor)
Turf	70.4068 (1 kit per tractor)
Bar	70.4069 (1 kit per tractor)
Weight	80 lbs (36.25 kg) (per axle)
Additional Tractor Width	24 inches (12 inches/tire) (61 cm)

All specifications subject to change without notice or obligation

Note:

- (A) Do NOT use dual wheels when using the Ventrac VERSA-Loader.
- (B) Engine manufacturers' maximum angle of operation is 25° for continuous use (all directions) and 30° intermittent use*. The 4500P Kawasaki DFI is rated for 30° continuous use.
- (C) Do NOT use with Wheel Extensions

* Intermittent use is up to 10 minutes on the slope, then return to level ground before returning to the slope.

TRACTOR COMPATIBILITY KEY:



Dual Wheels are available for the 4000 series tractors. They are designed to increase stability, traction, and safety on slopes. Dual wheels are also great for reduction of soil compaction on delicate ground. Once the dual hubs have been installed on each wheel, the duals can be quickly mounted and dismounted.*

Duals are recommended for sandy soils or where a broad distribution of tractor weight is desired, including when driving sideways on slopes greater than 20 degrees (not to exceed 30 degrees).

Duals are only one of numerous considerations for safety on slopes; speed, terrain, irregularities, and stopping the unit are other serious factors to consider for safe operation of the tractor.

*Recommended tire pressure for dual wheels can be found in the 4500 operator manual and also on the sticker inside of the hood



Shown with Standard Tires



500 Venture Drive
Orrville, OH 44667
1.866.836.8722

Fax: 330.683.0000
www.ventrac.com
info@ventrac.com



Quote #: 84089-1002

Pricing Quote

Date Quoted: November 25, 2024

Quote Expires: February 23, 2025

Prepared For:

Victor Barruzza
Cedar Hills GC
1137 Park St
Stoughton, MA 02072
(781) 341-8564
vbarruzza@stoughton-ma.gov

Prepared By:

Turf Products LLC
David Beauvais
157 Moody Road
Enfield, CT 06083
Phone: 508-243-9675

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Unit Price	Total
1	4520Z (39.51215)	Ventrac Tractor: KN, 4520Z Kubota WG972-GL <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	31,070.00	31,070.00
1	70.4167-99	Accessory: Kit, Heated Suspension Seat 4520	800.00	800.00
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,610.00	1,610.00
1	70.4161	Accessory: 12V SWITCH & PLUG Kit, 12V Front 4520/4500	385.00	385.00
1	70.4164	Accessory: DUAL FRONT HYD AUX Kit, Dual Front Hyd Aux 4520/4500	620.00	620.00
1	MJ840 (39.55160)	Attachment: MOWERS - CONTOUR DECK MJ, MJ840 Contour Mower	9,600.00	9,600.00
1	HQ682 (39.55118)	Attachment: MOWERS - TOUGH CUT HQ, HQ682 Mower, Tough Cut	5,075.00	5,075.00
1	70.8226	Accessory: Kit, Hydraulic Flip Up HQ682	550.00	550.00
1	KC220 (39.55301)	Attachment: STUMP GRINDER KC, KC220 Stump Grinder	5,270.00	5,270.00

Subtotal 54,980.00

DISCOUNTS

Other Discount: Ma State Contract FAC116 (7%) -3,848.60

CHARGES

Setup Charges (2%) +1,099.60

TOTAL USD \$ 52,231.00

SIGNATURE

DATE

CEDAR HILL

Emergency Building Expense \$25,000.00

This allows for any unforeseen large building expenses that cannot be covered by the Cedar Hill Operating Budget and needs immediate attention due to safety, security, or responsibility to our concessionaire. Those items include but are not limited to heating, cooling, plumbing, electrical, etc.

This fund was recommended by the Town Accountant and will be an annual reoccurring expense.

Article #30
School Department

Firewall Replacement
Wireless Access Points
Redistricting Study

STOUGHTON PUBLIC SCHOOLS

31 PIERCE STREET
STOUGHTON, MA 02072
www.stoughtonschools.org

Joseph F. Baeta, Ed.D.
Superintendent of Schools

781-344-4000 Ext 51232
j_baeta@stoughtonschools.org

TO: Mr. Tom Calter, Town Manager
Mr. Marc Tisdelle, Asst. Town Manager/Engineer
Mr. Vaughn Enokian, Finance Committee Chair
Mr. Stephen Cavey, SelectBoard Chair

FROM: Joseph F. Baeta, Ed.D. 

DATE: December 20, 2024

RE: School District FY26 Capital Articles

The following was approved by the Stoughton School Committee on December 19, 2024 for your consideration.

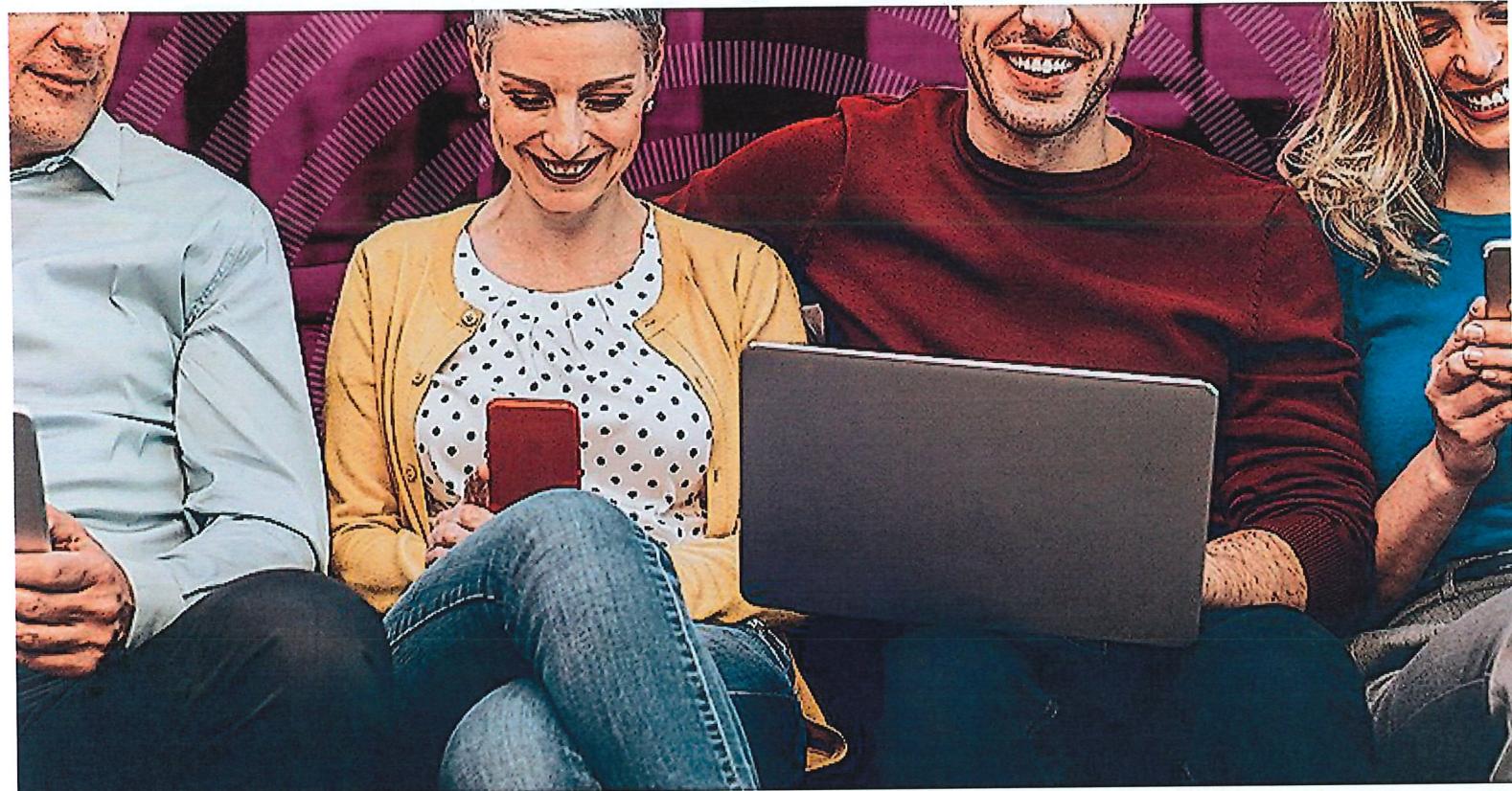
Technology Needs: The Firewall is expiring April 2026 and needs to be replaced in FY26. Failure to replace the firewall will result in us not receiving any updates or support from the manufacturer after the expiration date. Not replacing the firewall would put us in a position of being vulnerable to cyber-attacks and data breaches. This is a high-priority item. **\$168,338.**

Wireless Access Points: Wireless control and access point end of life is September of 2026, meaning that we will no longer receive any updates, security patches, or support for the devices. Failure to address this issue could result in disruptions to teaching, communication, and overall efficiency within the school environment. The access points are what allows connectivity in the classrooms and throughout the buildings. **\$461,388**

Redistricting Study: The District requires a redistricting study to determine student placements at the various elementary school locations in the future. We anticipate closing the Jones School in the coming years; whether we combine the South &

Wilkins school buildings or erect modular classrooms at the remaining elementary locations, we will need to plan for reallocating elementary students across the remaining elementary school locations. Typically, a redistricting study will include identifying buffer zones; this will allow us to assign students from those zones to one school or another depending on each location's capacity and utilization rate. With rapidly rising enrollment, capacity and utilization must be considered. The study will incorporate multiple data points, maps, distances, and other data and will offer several possible scenarios. The district would ultimately choose the scenario that offers the best viable solution. **Up to \$90,000 (Based on average of low of \$60,000 and high of \$135,000 in FY24.**

Cc: School Committee



We have prepared a proposal for you

SonicWall - Hardware Upgrade

Proposal # 048842
Version 3

Prepared for:

Stoughton Public Schools

Anthony Phippen
a_phippen@stoughtonschools.org

Prepared For:

Stoughton Public Schools
 Anthony Phippen
 232 Pearl Street
 Stoughton, MA 02072

Sales Contact:

Logically
 Dan Johnsen
 Phone: (703) 314-2739
 Email: dan.johnsen@logically.com

Proposal # 048842.3

Date Issued: 09.17.2024

Expiration Date: 10.14.2024

Hardware	Price	Qty	Ext. Price
<i>*This is a budgetary quote - pricing will need to be updated before approval.</i>			
SonicWall NSSP 11700 Secure Upgrade Plus - Essential Edition 3YR	\$104,774.46	1	\$104,774.46
SonicWall NSSP 11700 High Availability	\$45,811.26	1	\$45,811.26
			Subtotal: \$150,585.72

Project Labor	Price	Qty	Ext. Price
<i>*This is a budgetary quote - pricing will need to be updated before approval.</i>			
Managed Sonicwall Firewall Install Remote Deployment - L6	\$9,370.00	1	\$9,370.00
			Subtotal: \$9,370.00

Quote Summary

Description	Amount
Hardware	\$150,585.72
Project Labor	\$9,370.00
	Subtotal: \$159,955.72
	Shipping: \$100.00
	Estimated Tax: \$8,282.22
	Total: \$168,337.94

Terms and Conditions

This Terms and Conditions Agreement (the "Agreement") is entered into by and between Winxnet, LLC, doing business as Logically ("Logically"), a Delaware limited liability company having its principal offices at 63 Marginal Way, Portland, Maine ("Logically") and the undersigned customer ("Customer").

This proposal, and any subsequent proposal executed by Logically and the Customer named below, and including the Master Service Agreement at <https://www.logically.com/agreements/masterservices-agreement> and all terms referenced herein and therein and all attachments and addenda hereto, govern Customer's purchase of the Services (collectively, the "Agreement") and by executing this proposal, Customer agrees to each of the foregoing. This proposal is effective as of the last date of signature by both Logically and Customer as set forth below (the "Effective Date").

1. The content of this Agreement and any related statement of work, scope of work, managed services agreement, outsourcing agreement, or

other quotation or proposal (each, a "Work Order") is confidential. Unless required by law or authorized in writing by the other party, neither this Agreement nor the Work Order is to be disclosed to any person or organization other than those who need to know the terms of this Agreement or the Work Order to assist either party, or act on either party's behalf, to exercise its rights or perform its obligations hereunder or thereunder.

2. The pricing information, estimates, and all other proposed solutions included in this Agreement or the Work Order are based on Logically's understanding and assumptions of the requirements and environment represented in the corresponding Work Order, and on Logically being awarded the entire scope of the work being requested (collectively, the "Conditions"). In the event any of the Conditions are not accurate or if any Condition changes or is altered during the term of this Agreement, Logically shall have the right to terminate this Agreement and any related Work Order immediately upon notice to Customer.

3. Pricing is valid for a period of thirty (30) calendar days from the date of submission. All pricing is shown in U.S. dollars and does not include applicable taxes or certain other charges such as VAT, travel duty, or freight charges.

4. If any Work Order is terminated early for any reason other than by Logically for convenience in accordance with the Master Services Agreement, then a termination charge shall be due from Customer to Logically on the termination date. The termination charge for each service is as set forth on the applicable Work Order ("Termination Charge"). Customer agrees that the damages that would be sustained by Logically from Customer's early termination or default of a Work Order or this Agreement cannot readily be determined and that the termination charge constitutes "liquidated damages" and not a penalty. Customer waives any claim that such termination charge constitutes a penalty.

5. Project Payment Information:

- Product / software: 100% of product is due prior to ordering products.
- Shipping Charges may change based on actual costs.
- Fixed Fee Labor: Two equal payments of 50%: The first installment is due at contract signing, and the remaining installment will be invoiced based upon project completion.
- Invoices paid by credit card will be assessed a 3% convenience fee, except in states where prohibited. No additional fee will be charged for check, ACH, or wire payment.
- If applicable, Project Coordination is billed as a fixed percentage of total labor payable as two equal payments of 50%: The first installment is due at contract signing, and the remaining installment will be invoiced based upon project completion.
- If the Billing Contact is different from the undersigned, please provide Billing Contact details:

Name:

Mailing Address:

Phone Number:

E-mail Address:

6. Customer agrees that, if it has not done so already, it shall review and enter into a Master Services Agreement between Logically and Customer in addition to this Agreement and any applicable Work Order. Unless explicitly provided otherwise therein, in the event of a direct conflict between: (a) the terms of a Master Services Agreement and any Work Order, the terms of the Master Services Agreement shall control; (b) the terms of a Master Services Agreement and this Agreement, the terms of the Master Services Agreement shall control; and (c) the terms of this Agreement and a Work Order, the terms of this Agreement shall control. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

7. Unless otherwise agreed in writing, payment for services is due within fifteen (15) days of the date of issuance of the invoice by Logically. Customer shall pay to Logically a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Logically is in arrears. Customer agrees to pay all costs of collection, including court costs and reasonable attorney's fees, incurred in the collection of any amount past due. Customer acknowledges that Logically may participate in, and retain the benefit of, vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flyer miles or

other consideration.

I, THE UNDERSIGNED, AGREE TO THE ABOVE TERMS AND CONDITIONS. ADDITIONALLY, I ALSO CERTIFY THAT I HAVE REVIEWED THE PRODUCTS AND/OR PROJECT DELIVERABLES ASSOCIATED WITH THIS ESTIMATE AND UNDERSTAND THAT ANY PRODUCTS OR PROJECT DELIVERABLES NOT EXPLICITLY STATED IN THIS ESTIMATE WILL BE OUTSIDE THE SCOPE OF THIS ESTIMATE AND WILL REQUIRE ADDITIONAL FUNDS TO PROCUER OR IMPLEMENT.

Acceptance

Stoughton Public Schools

Signature: _____

Name: Anthony Phippen _____

Date: _____



Extreme Access Points

Quote #77513 V1

October 03, 2024

PREPARED FOR

Stoughton Public Schools

PREPARED BY

Peter Flynn

Scope of Work

1. Project Overview

This Statement of Work outlines the tasks, deliverables, and timeline for the installation and configuration of Meraki wireless access points and switches. The project includes the deployment of Extreme CloudIQ 4000 Access Points. The scope includes physical installation, configuration, and VLAN setup.

2. Scope of Work

2.1 Installation

1.

- **398 Extreme 4000 CloudIQ Access Points**
- **Dawe School -45**
- **Gibbons School -44**
- **Hansen School-25**
- **Jones School-31**
- **OMS -56**
- **Stoughton High School -127**
- **South School -27**
- **Wilkins School -42**

2.2 Configuration

1. Access Points:

- Configure wireless settings, including SSIDs and security policies.
- Configure and Integrate Points to Extreme CloudIQ.
- Conduct site survey and adjust access point placement if necessary to ensure optimal coverage.

2. Switches:

- Configure switch settings, including VLANs, port settings, and quality of service (QoS).
- Set up link aggregation if required.
- Integrate switches into the Meraki dashboard.

3. VLAN Setup:

- Design and configure VLANs as per network requirements.
- Assign VLANs to appropriate ports on switches and access points.
- Ensure proper routing and inter-VLAN communication if required.

2.3 Testing

1. Wireless Testing:

- Verify wireless coverage and signal strength.
- Conduct throughput testing and troubleshoot connectivity issues.

2. Switch Testing:

- Verify VLAN configuration and port assignments.
- Test network connectivity and throughput between switches and access points.

3. Validation:

Scope of Work

- Ensure all devices are visible and correctly configured in the Meraki dashboard.
- Perform end-to-end testing of the network to ensure proper functionality.

3. Deliverables

1. Installed Devices:

- 398 Extreme 4000 CloudIQ Access Points

2. Configuration Documentation:

- Detailed network diagram showing VLANs and device connections.
- Configuration settings for access points and switches.

3. Testing Report:

- Coverage and performance test results for wireless network.
- Connectivity and throughput test results for switches.

4. Meraki Dashboard Access:

- Access credentials and overview of configuration for the Extreme CloudIQ dashboard.

4. Timeline

- **Week 1:** Preparation and delivery of equipment.
- **Week 2:** Physical installation of access points.
- **Week 3:** Configuration and VLAN setup.
- **Week 4:** Testing, validation, and project wrap-up.

5. Assumptions and Dependencies

- Access to installation sites will be provided during scheduled hours.
- Necessary network cables and mounting hardware are available on-site.
- Client will provide required network diagrams and VLAN specifications prior to the start of the project.

6. Client Responsibilities

- Provide access to network facilities and equipment.
- Ensure that necessary network prerequisites (e.g., IP addressing, routing) are in place before the installation begins.
- Facilitate coordination with any third-party vendors or contractors if required.

7. Acceptance Criteria

- Successful installation and configuration of all specified devices.
- All devices are properly integrated into the Extreme CloudIQ dashboard.
- The network meets performance and coverage requirements as specified.

Bill of Materials

Item	Product Description	Qty	Price	Ext. Price
AP4000-1-WW	Indoor Tri Radio Wi-Fi 6E AP 2.4 GHz 5 GHz 6 GHz & Multirate	398	\$686.95	\$273,406.10
97004-AP4000-1-WW	EW NBD AHR AP4000-WW	398	\$162.00	\$64,476.00
XIQ-PIL-S-C-EW	Extreme Networks ExtremeCloud IQ Pilot + ExtremeWorks SaaS Support - Subscription License - 1 Device	398	\$247.50	\$98,505.00

Subtotal: **\$436,387.10**

Professional Services

Item	Product Description	Qty	Price	Ext. Price
ITT72 Senior Network Engineer	ITT72 Senior Network Engineer	120	\$175.00	\$21,000.00
ITT72 Project Manager Enterprise	ITT72 Project Manager Enterprise	32	\$125.00	\$4,000.00

Subtotal: **\$25,000.00**

Government Procurement Note(s)

Commonwealth of Mass State/Local Government Procurement Note

All contracts, purchase orders, and/or related correspondence should be directed to New Era Technology NE at 2 Batterymarch Park, Suite 401, Quincy, MA 02169 (Phone 617-367-7474). In generating an encumbrance or making a payment, please reference Future Technologies Group, LLC dba New Era Technology NE and vendor code VC0000286170. If this proposal references a state contract or procurement vehicle, the contract will be specifically referenced within the Scope of Work.

ERATE Service Provider Identification Number (SPIN)

A SPIN (Service Provider Identification Number) is the unique number assigned to each service provider participating in the Universal Service Fund (USF). USAC will assign a Service Provider Identification Number to each company that registers by filing a Form 498. New Era Technology NE offers many E-rate eligible services in the categories of Telecommunications, Internet Access, and Internal Connections as well as the Basic Maintenance of those Internal Connections. Please reference Future Technologies group, LLC dba New Era technology NE ERATE SPIN # 143033382.

Federal Government (SAM)

Future Technology Group, LLC dba New Era Technology NE maintains SAM registration as required for any business, organization, or agency that is eligible to receive payments from the federal government. Please reference CAGE code 5SZG7.

Standard Terms & Conditions

Terms and Conditions

Unless otherwise noted, this Proposal is based upon all work being performed in one continuous phase during normal business hours, Monday through Friday. Pricing is contingent upon unrestricted access to the areas where the work is to be performed

Standard Terms & Conditions

and, if applicable, access to the equipment or system(s), as necessary, both remotely and directly, so that New Era can effectively perform its services. Pricing is also contingent upon all cable pathways being easily accessible and free and clear of obstructions. All trademarks are the property of the respective owners.

Any change to the Scope of Work described in this Proposal involving extra costs shall only be effective upon the execution of a written Change Order by both Parties.

Warranties and Remedies for Services: New Era warrants all workmanship for one year from completion of the work and that all installation services will be performed by qualified personnel in a professional manner and in accordance with good commercial practices and industry standards. Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes in effect at the time services are rendered. New Era warrants that any equipment provided hereunder shall conform to the manufacturer's standard specifications for such equipment and shall be free from defects in both materials and workmanship for one year. To the extent permitted, New Era will extend applicable manufacturers' warranties for all equipment and materials to its end-user customers.

THE WARRANTIES STATED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT FOR ANY BREACH OF THE ABOVE WARRANTIES, NEW ERA'S SOLE OBLIGATION SHALL BE TO REPERFORM THE SERVICES AND REPLACE ANY DEFECTIVE PRODUCTS PROVIDED. NEW ERA'S TOTAL LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER.

Software Compliance: If access to the manufacturer's technical support organization is conditioned on the existence of an in-force and valid Manufacturer Support Contract (e.g, Avaya Support Advantage Coverage, Cisco Smartnet Coverage, AVST XpressCare, Extremeware, etc.), the Customer agrees to maintain such coverage on its systems. If applicable, Customer agrees to comply with and be bound by the manufacturer's Global Software License Terms, as if fully incorporated herein.

Acceptance and Risk of Loss: Equipment that does not require installation shall be considered accepted upon delivery to Customer. Equipment that requires installation shall be deemed accepted by Customer upon installation and written acceptance of the equipment by Customer. If Customer does not provide written acceptance due to non-compliance or defect, the equipment will be deemed accepted immediately once such defect is remedied by New Era. Customer assumes the risk of loss to the equipment upon delivery. Until the purchase price for the equipment is paid in full, Customer will maintain adequate insurance against fire, theft or other loss for the equipment's full insurable value with New Era named as loss payee. Title in the equipment will pass on full payment of the purchase price, plus all applicable taxes. Any returns may be subject to a restocking fee in accordance with the NEW ERA Customer Return Material Authorization Policy located at "http://support.neweratech.cloud/docs/NETNE_RMA_POLICY.pdf".

Indemnification: The Parties shall indemnify, defend, save and hold harmless each other, their employees, owners, officers, directors, attorneys, contractors, and agents from and against, and pay or reimburse the other on a current basis for, any and all costs, liabilities, losses, liens or encumbrances for labor or materials, expenses (including, but not limited to, reasonable attorneys' fees, fees of experts, and court costs), claims, and causes of action arising out of, or in any way connected with or related to, any personal injury to or death of any persons or damage to or loss of property, to the extent that such Losses occurred as a result of the negligence or misconduct on the part of the other, its employees, subcontractors, agents, or representatives during the performance of the services.

Limitation of Liability: THE PARTIES AGREE THAT ANY LIABILITY RESULTING FROM A BREACH BY EITHER PARTY SHALL BE LIMITED TO ACTUAL DAMAGES SUFFERED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES IN EXCESS OF THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT OR THE LIMITS OF ANY APPLICABLE INSURANCE COVERAGE CARRIED BY EITHER PARTY. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF RECORDS OR DATA, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

Standard Terms & Conditions

New Era's Workmens' Compensation Insurance covers all New Era personnel.

New Era shall not be responsible for any delays or other failures in performance caused by matters reasonably outside of New Era's control. To the extent that the terms and conditions set forth in this Proposal conflict with any terms and conditions set forth in any Purchase Order or other form, the terms and conditions of this Proposal shall control.

governing Law: This Proposal and any matters that may arise out of or relate to it shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to any choice of law rule. In the event of any claim or dispute between the Parties arising out of or relating to this Proposal, such claim or dispute may be tried solely in a state or federal court for Massachusetts, and the Parties hereby irrevocably consent to the jurisdiction and venue of such courts. In the event of any claim or dispute between the Parties, the prevailing Party may seek reasonable attorneys' fees and other costs of enforcing this Proposal.

License(s)

MA License 7190-C

Extreme Access Points

Prepared by:

New Era Technology

Peter Flynn
2 Batterymarch Park
Suite 401
Quincy, MA 02169

(617) 367-7474

Peter.Flynn@neweratech.com

Prepared for:

Stoughton Public Schools
232 Pearl Street
Stoughton, MA 02072
Anthony Phippen
(781) 344-4000
a_phippen@stoughtonschools.org

Quote Information:

Quote #: 077513

Version: 1

Delivery Date: 10/03/2024

Expiration Date: 12/31/2024

Quote Summary

Description	Amount
Bill of Materials	\$436,387.10
Professional Services	\$25,000.00
Total:	\$461,387.10

New Era Technology

Signature: _____

Name: _____

Title: _____

Date: _____

Stoughton Public Schools

Signature: _____

Name: _____

Title: _____

Date: _____

Purchase
Order # _____

Article #31

Open Space Plan Update



MEMORANDUM

To: Fran Bruttaniti, Stoughton Open Space Committee
From: Krista Moravec, AICP, Senior Planner
Date: July 18, 2024
Re: Estimated Costs for Updating a Municipal Open Space and Recreation Plan

This memorandum provides a general overview of an update process for an Open Space and Recreation Plan (OSRP) that meets the requirements outlined in the Division of Conservation Services (DCS) *Open Space and Recreation Planner's Workbook* (2008) (the Workbook). The Workbook details the required documentation and mapping needed to receive approval by DCS for an OSRP.

Public Engagement

Meaningful public engagement is essential to the development of the OSRP in order to articulate a community vision (Section 6), understand open space and recreational needs (Section 7), and establish goal and objectives (Section 8). Using a variety of outreach tools allows a community to hear diverse voices, including non-profits, seniors, youth, people with disabilities, social and environmental justice areas, and organized sports teams, among others. Each of these groups uses a community's open space and recreational resources differently, has different needs, and offers different perspectives. Engagement should be conscious of these differences and recognize the same strategy will not be effective for everyone. To be as inclusive as possible, a municipality needs to be flexible and adaptive, and provide alternative methods that are accessible.

Typically, a public engagement strategy will include the development of a public participation plan (PPP) that details a community's approach to outreach. A strategy may include up to two public workshops, a community survey, and three to five small stakeholder meetings or events. An engagement strategy could also include interviewing municipal departments and staff responsible for planning, operations, and maintenance of the community's open space and recreational resources. Methods for promoting engagement events and the overall project are also part of the PPP, which might include developing and maintaining a project website, setting up listening stations in recreational areas when use is typically high, or having a table to hand out flyers at a local event.

Cost Range: \$12,000 - \$15,000

Meetings with a Steering Committee

Some communities will establish a Steering Committee or Working Group to lead the update process. This can include members of local boards and committees (e.g., Conservation Commission, Recreation

Commission, Planning Board) and municipal departments (e.g., Recreation, Public Works, Planning and Development). Members of the public may also be included. The role of a committee will vary, but can include reviewing draft material, guiding public engagement, and actively engaging with stakeholders. Typically, a minimum of five meetings at projects milestones would be scheduled.

Cost Range: \$3,000 - \$4,000

Mapping

The DCS Workbook lists nine required maps. It is assumed that the municipality will provide GIS data to develop these maps, which would be supplemented by MassGIS data as needed. A community may wish to include recommended mapping or show other GIS information that support planning for open space and recreational resources. No new GIS data would be created, and existing data would not require updates.

Cost Range: \$3,000 - \$5,000

Plan Development

Plan development typically starts with reviewing what the community has done to date since the last update. This review would include an audit of the current Action Plan (Section 9) and collecting recent plans and studies related to open space and recreational resources. Infrastructure investments and capital improvements are also noted.

Data-heavy sections that describe existing conditions and summarize environmental inventories (Sections 3 and 4) are reviewed and updated using publicly available data sources, such as U.S. Census and American Community Survey (ACS), state and regional agencies, historical information, environmental resource information, and other sources necessary to meet the DCS requirements. Interviews with municipal staff discussed earlier also inform this work.

The level of effort to update Section 5 (Inventory of Lands of Conservation and Recreation Interest) can vary by community depending on the effort of previous OSRPs and available information. DCS requires both a map and table with specific attributes for each resource. If the community does not have available GIS of the inventory, MassGIS data are used, which may not be current or accurate. Typically, a community will track resources by plat/lot and MassGIS data merge these features and present resources as a single shape. This requires additional reconciliation. The consultant will rely on the municipality to confirm ownership, responsible municipal department or committee, deed restrictions, method of purchase (grants, etc.), and other information needed to create a map required by DCS and complete the table of attributes. The consultant will not research land evidence or similar municipal records as part of the inventory development.

Sections 6 (Community Vision), 7 (Needs Analysis), and 8 (Goals and Objectives) are informed by an evaluation of sections 3 to 5, public engagement, and Steering Committee input (if a committee is established). A revised Section 9 (Action Plan) includes results of the earlier audit, what was heard from

the public, and needs expressed by municipal boards, committees, and staff to meet their goals to serve the community.

The remaining sections are drafted and compiled as work continues through the update process, including a plan summary, assembling public input, and developing a reference list. Plan development also includes support of the municipality as it acquires letters of support as well as working to address any comments from DCS on draft materials to achieve final approval.

Cost Range: \$18,000 - \$20,000

ADA Self Evaluation

An ADA Self Evaluation and Transition Plan that is consistent with the requirements of the DCS Workbook requires assessment of properties owned by the municipal Conservation Commission and Recreation Department only. A worksheet included in the Workbook is completed for each site. As part of this process, members of the community of people with disabilities, such as a municipal Disability Commission, participate in the evaluation and/or assist with prioritizing a Transition Plan. The level of effort associated with this evaluation is driven largely by the number of properties that need to be assessed.

Cost Range: \$6,000 - \$9,000

Assumptions

The following assumptions are generally included with a consultant's work developing an OSRP and are consistent with the cost ranges provided above.

- Any mailing or advertising associated with the project will be conducted and paid for by the municipality.
- The municipality will provide all data required to complete the updated inventory of conservation and recreation lands. This includes required research to confirm ownership, deed restrictions, methods of purchase, etc. The consultant will not conduct research of land evidence records as part of this scope.
- The municipality will provide the consultant with updated GIS files (e.g., parcels, buildings, zoning, rights-of-way, etc.), if available, as well as an updated Assessor's database to determine land ownership and prepare the required maps as needed to provide support.
- The consultant will not make significant amendments or repairs to either the municipality's GIS (e.g., line work, etc.) or Assessor's data. Where such amendments are needed, the consultant will help to organize the efforts of the municipality to make said amendments.
- The municipality will coordinate scheduling and logistics of Steering Committee meetings (if using) and public workshops.
- The consultant will refer to and incorporate any current ADA evaluation efforts by the municipality to develop the OSRP ADA Self Evaluation and Transition Plan to satisfy DCS requirements.
- Costs for and coordination of translation and interpreter services are not estimated in this memorandum.

- Costs for printing the approved OSRP are not estimated in this memorandum.

Range of Costs

TASK	FEE
Public Engagement	\$12,000 - \$15,000
Meetings with a Steering Committee	\$3,000 - \$4,000
Mapping	\$3,000 - \$5,000
Plan Development	\$18,000 - \$20,000
ADA Self Evaluation	\$6,000 - \$9,000
TOTAL RANGE:	\$42,000 - \$53,000

Article #32

Septic Betterment Program Funding

Annual Town Meeting 2025

Community Septic Management Program

PROGRAM SUMMARY

The Community Septic Management Program is a low interest (5%) reimbursable loan program offered by our Town to property owners that was developed through the collaboration of the Department of Environmental Protection (DEP), the Executive Office of Administration and Finance, the Office of State Treasurer, and the Department of Revenue to provide funds and assistance to Massachusetts homeowners for compliance with the State Environmental Code referred to as Title V. Generally, the funds are used to design and construct new septic systems or sewer connections due to the failure of an existing septic system. Approximately 60 property owners have utilized this program since 2014. The program is managed by our Board of Health in conjunction with the Old Colony Planning Council.

The Town repays the State only the amount it has borrowed. Town Meeting approval is necessary to authorize the Town to borrow funds from the Massachusetts Clean Water Trust.

The most recent Articles to approve funding for this program were in the Annual 2012 Town Meeting, Special Town Meeting in 2016 and the Special Town Meeting in 2019. All articles with were approved at \$400,000.

Please see attached information from the DEP and Old Colony Planning Council for additional material regarding this program.

COST

The proposed Article is for \$400,000.

Town of Stoughton Betterment Loan Information

Community Septic Management Program

Across Massachusetts, failing cesspools and septic systems are a leading cause of contaminated drinking water, tainted shellfish beds, weed-choked lakes and ponds, and polluted beaches. In 1995, the Department of Environmental Protection, with the help of key stakeholders, revised Title 5 of the State Environmental Protection Code to protect the health of Massachusetts citizens and the state's natural resources. This was the first time the state's septic rules were revised since 1978. This revised code reflects a new understanding of the impact of septic systems on the subsurface environment and groundwater and surface waters like rivers, lakes, and ponds. Title 5 requires inspection of private on-site sewage disposal systems before properties using them are sold, expanded, or undergo a change in use. Systems deemed "failed" are required by Title 5 to be repaired, replaced, or upgraded to protect the public health and the environment.

To help homeowners comply with the revised Title 5 rules, the Commonwealth has invested approximately \$164 million in various programs aimed at upgrading septic systems, building community systems, or new sewers. The Community Septic Management Program was developed through the collaboration of the Department of Environmental Protection (DEP), the Executive Office of Administration and Finance, the Office of the State Treasurer, and the Department of Revenue. Funding for the program was provided by the 1996 Open Space bond bill the authorized DEP to spend \$30 million to assist homeowners to comply with Title 5. DEP has used the appropriation to fund loans to communities through the Massachusetts Clean Water Trust (the Trust). Using the State Revolving Fund (SRF) loans from the Trust, communities can provide loans to assist homeowners who must address septic system failures.

The Town Meeting (or City Council) Vote authorizes communities to borrow funds from the Clean Water Trust.

Homeowner participation is encouraged because correctly operating septic systems are beneficial to the environment and the low interest rate offered by the program helps homeowners comply with Title 5. This program also allows homeowners to connect to existing sewer lines that pass in front of their homes where applicable.

Each individual community sets the interest rate and the length of the Betterment Loan under guidelines set by the Clean Water Trust.

Old Colony Planning Council now administers the program for five communities: Avon, Cohasset, Hanson, Kingston, and Stoughton. To obtain information and applications for the program, contact Shawn Bailey by email (sbailey@ocpcrpa.org) or at (774) 539-5124.

<https://oldcolonyplanning.org/septic-loan-program/>



OLD COLONY

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[Calendar](#)

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Community Septic Management Program

Across Massachusetts, failing cesspools and septic systems are a leading cause of contaminated drinking water, tainted shellfish beds, weed-choked lakes and ponds, and polluted beaches. In 1995, the Department of Environmental Protection, with the help of key stakeholders, revised Title 5 of the State Environmental Protection Code to protect the health of Massachusetts citizens and the state's natural resources. This was the first time the state's septic rules were revised since 1978. This revised code reflects a new understanding of the impact of septic systems on the subsurface environment and

groundwater and surface waters like rivers, lakes

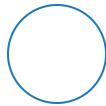


English

Title 5 requires inspection of private on-site sewage disposal systems before properties using them are sold, expanded, or undergo a change in use. Systems deemed “failed” are required by Title 5 to be repaired, replaced, or upgraded to protect the public health and the environment.



To help homeowners comply with the revised Title 5 rules, the Commonwealth has invested approximately \$164 million, as of 2005, in various programs aimed at upgrading septic systems, building community systems, or new sewers. The Community Septic Management Program was developed through the

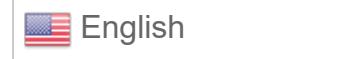


collaboration of the Department of Environmental Protection (DEP), the Executive Office of Administration and Finance, the Office of the State Treasurer, and the Department of Revenue. Funding for the program was provided by the 1996 Open Space bond bill the authorized DEP to spend \$30 million to assist homeowners to comply with Title 5. DEP has used the appropriation to fund loans to communities through the Massachusetts Clean Water Trust (the Trust). Using the State Revolving Fund (SRF) loans from the Trust, communities can provide loans to assist homeowners who must address septic system failures.

 English

The Town Meeting or City Council's vote authorizes communities to borrow funds from the Clean Water Trust. Each individual community sets the interest rate and the length of the Betterment Loan under guidelines set by the Clean Water Trust. Homeowner participation is encouraged because correctly operating septic systems are beneficial to the environment and the low interest rate offered by the program helps homeowners comply with Title 5.

Old Colony Planning Council currently administers the program for five communities: Avon, Cohasset, Hanson, Kingston, and Stoughton.



	Avon	Cohasset	Hanson	Kingston	Stoughton
Completed Septic Systems	22	17	145	45	70
Completed Sewer Connections	0	57	0	39	9
Funds Disbursed	\$794,467	\$1,677,994	\$3,255,879	\$913,239	\$1,741,671

As of: 11/24

Since 2003, this program has installed 290 completed septic systems and 108 completed sewer connections in our communities.

To obtain information and applications for the program, contact [Shawn Bailey](#). If you do not live in one of our member communities, contact your local Board of Health to see if they would be interested in joining OCPC's Program.

Sign up to receive updates & resources

Your email address

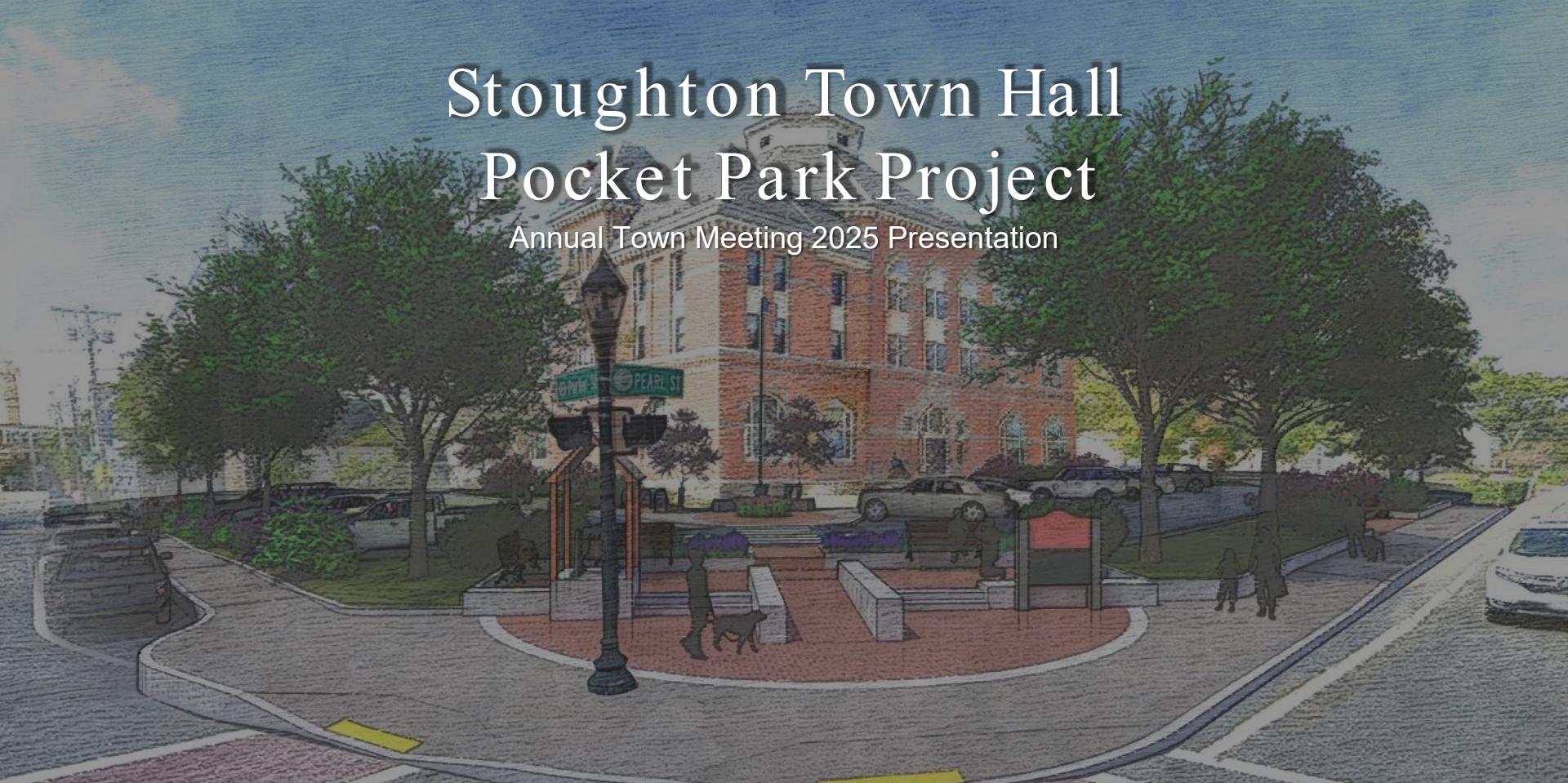
Sign up

Article #33

**Town Hall Traffic, Parking, Pocket Park &
Landscape Improvements**

Stoughton Town Hall Pocket Park Project

Annual Town Meeting 2025 Presentation





Circa 1881 - Stoughton, Massachusetts Historical Society Facebook Group

GIVE A BRIEF DESCRIPTION OF HISTORIC IMPORTANCE OF SITE (Refer and elaborate on theme circled on front of form)

On this site was the home & boot & shoe shop of Robert Porter. It was selected for a Town Hall after the big fire of 1880 destroyed Atwood's hall where town meetings had been held. Building dedicated 1881. It then housed an upper Town Hall seating 900 (+ 300 in balcony), a smaller hall on entrance floor, and offices for Selectmen, Police, Fire Dept. chiefs. At left of the entrance was the Post office, at right the Public Library. Fire apparatus was kept in the basement at rear (with horses at a stable across the Square); also a "lock up" for offenders arrested, as later were moved to separate building.

A porte cochere added elegance to the side entrance on Porter St. and the building was a show-place.

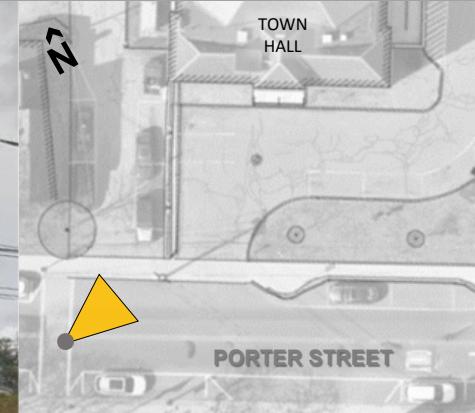
Renovation removed the porte cochere and modernized the interior with offices for more departments including Health & Welfare and a Town Manager. The large Town Hall (no longer needed with representative town government) was reduced to a small hall upstairs, while a new high school auditorium provided modern facilities.

Circa 1989 MACRIS Application

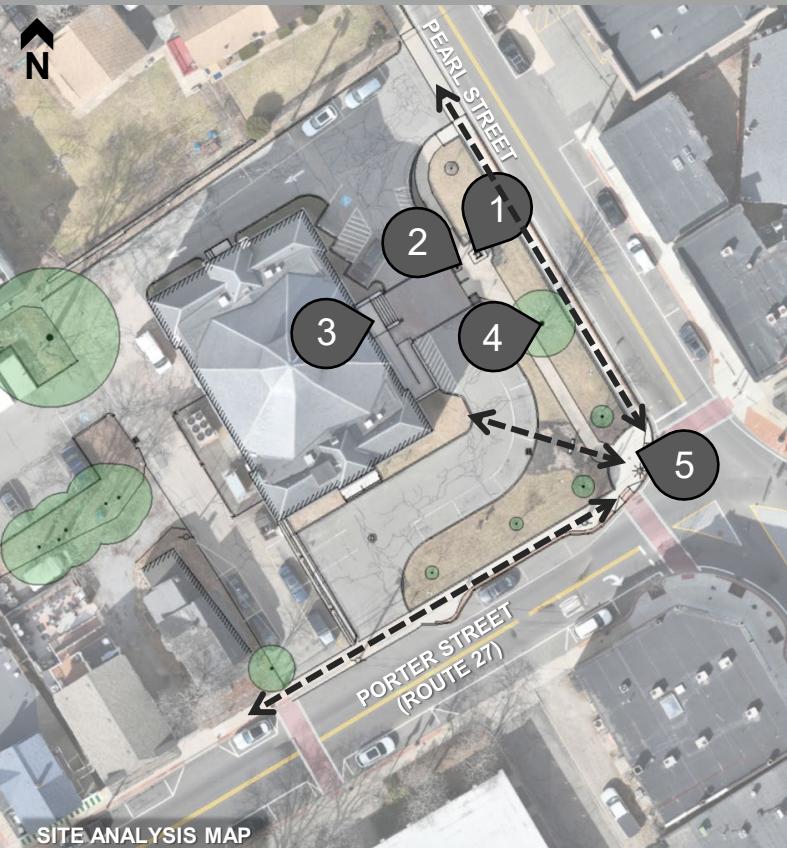


VIEW LOOKING SOUTH FROM PEARL STREET





EXISTING CONDITIONS – TWO EXITS SEPARATED BY RETAINING WALL

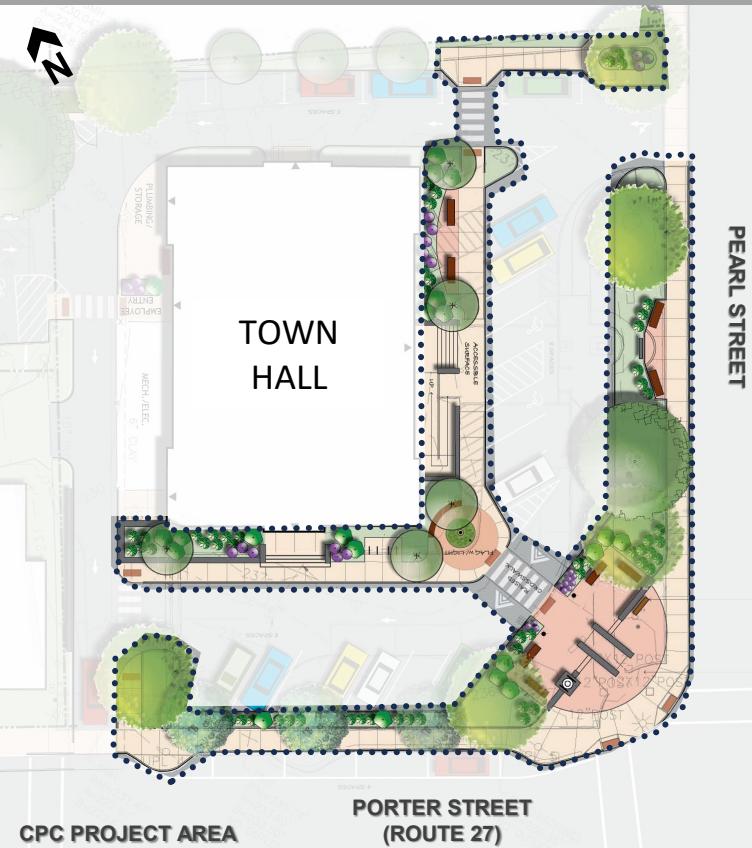


EXISTING SITE ASSETS:

- 1 MEMORIAL BELL
- 2 FLAGPOLE
- 3 ACCESSIBLE ENTRANCE
- 4 SPECIMEN TREE
- 5 PEDESTRIAN ENTRANCE
& MEMORIAL STONE

EXISTING SITE ISSUES:

- Limited pedestrian connectivity & ADA Accessibility
- Poor “curb appeal”.
- Limited landscape materials palette.
- No seating.
- No bike racks.



“TOWN HALL POCKET PARK” PROJECT GOALS

- Improve public parking.
- Enhance the appearance of Town Hall.
- Prototype “Enhanced Front Yard” zoning objectives

“ENHANCED FRONT YARD” ZONING SUMMARY

Create space for pedestrian use that provides

- Public seating that is both ornamental & functional.
- Varied & visually appealing landscaping.
- Ornamental vegetation & varied hardscape surfaces.
- Lighting that complements the overall landscape scheme.



OVERALL DESIGN GOAL

Improve the Town Hall environs to better accommodate the citizens of Stoughton.

PROGRAM ELEMENTS

- Provide a safe and complete pedestrian network.
- Provide barrier free/ADA compliant pedestrian pathways.
- Meet the local zoning to the greatest extent feasible.
- Incorporate a pedestrian plaza at the corner of Porter and Pearl.
- Relocate the memorial bell, flagpole, and memorial stone to more accessible locations.
- Provide shade trees and seasonal color.
- Provide benches and other amenities.



1

CORNER PUBLIC PARK - EXISTING



CPC IMPROVEMENTS:

- Brick pavers
- Public information sign
- Relocated Memorial Bell
- Seating
- Lighting
- Landscaping





CPC IMPROVEMENTS:

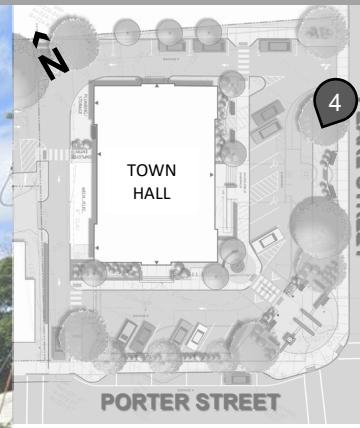
- Brick Pavers
- Flagpole
- Bike Racks
- Seating
- Landscaping
- Lighting

2 FLAGPOLE POCKET PARK - EXISTING









CPC IMPROVEMENTS:

- Brick pavers
- Seating
- Landscaping
- Lighting
- Memorial Stone

4

MEMORIAL POCKET PARK - EXISTING



CPC IMPROVEMENTS:

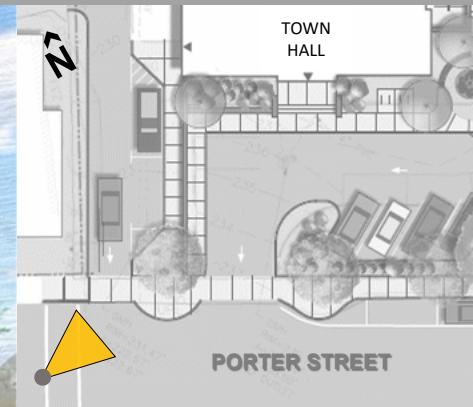
- Brick pavers
- Seating
- Landscaping
- Lighting
- Memorial Bell

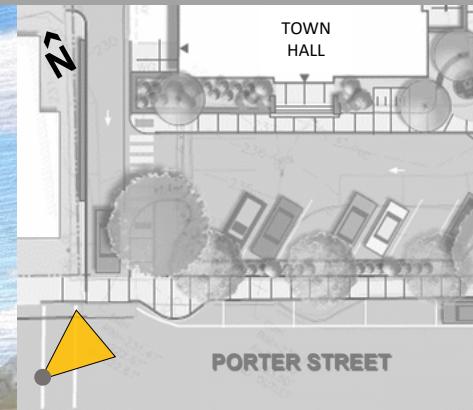
4

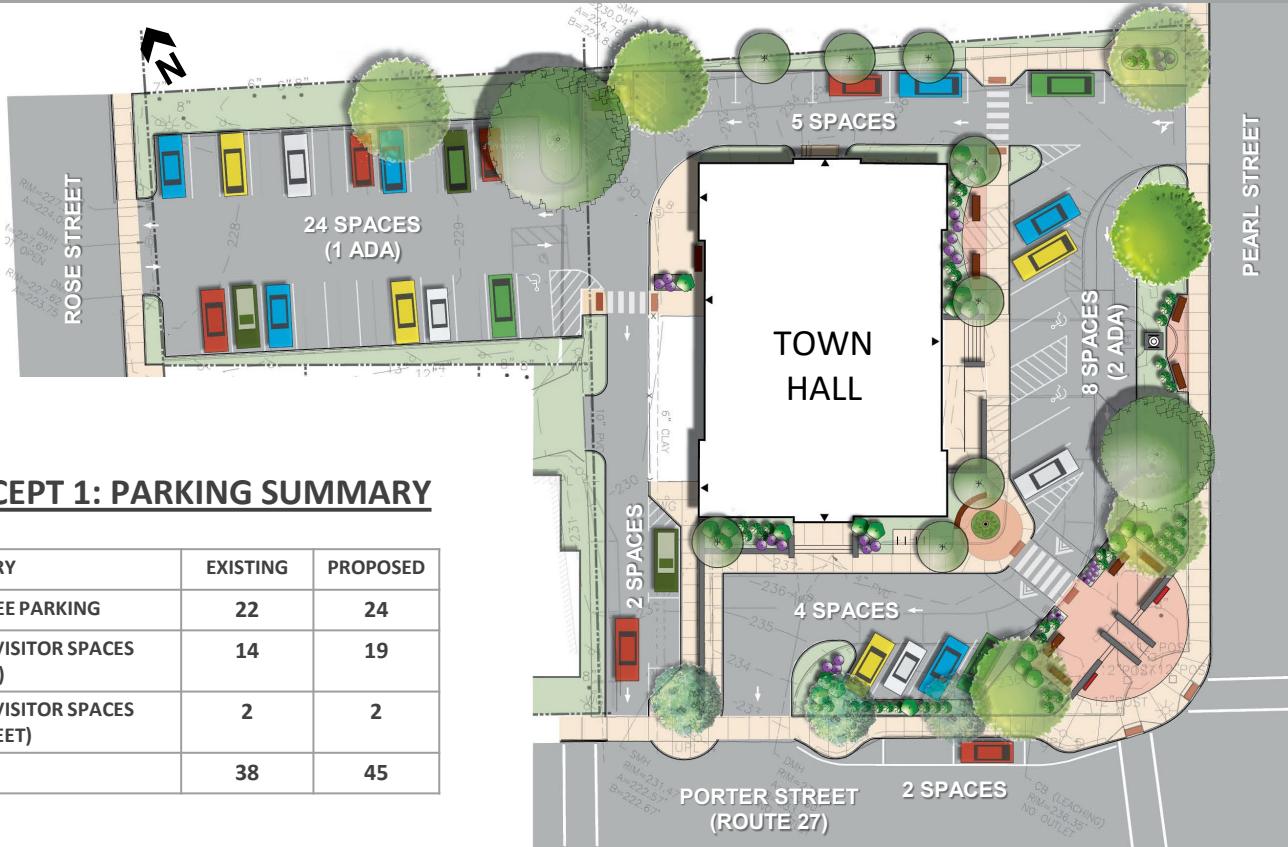
MEMORIAL POCKET PARK - PROPOSED

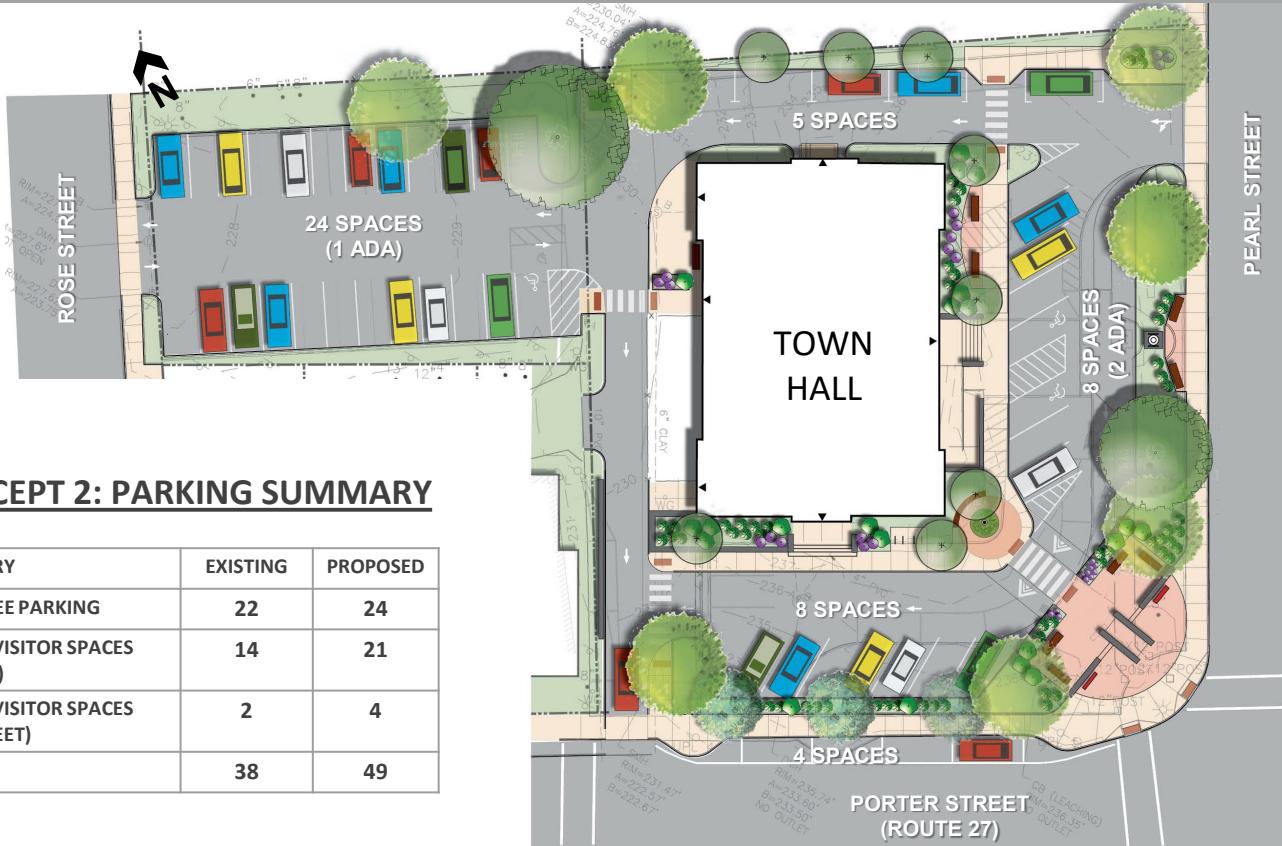


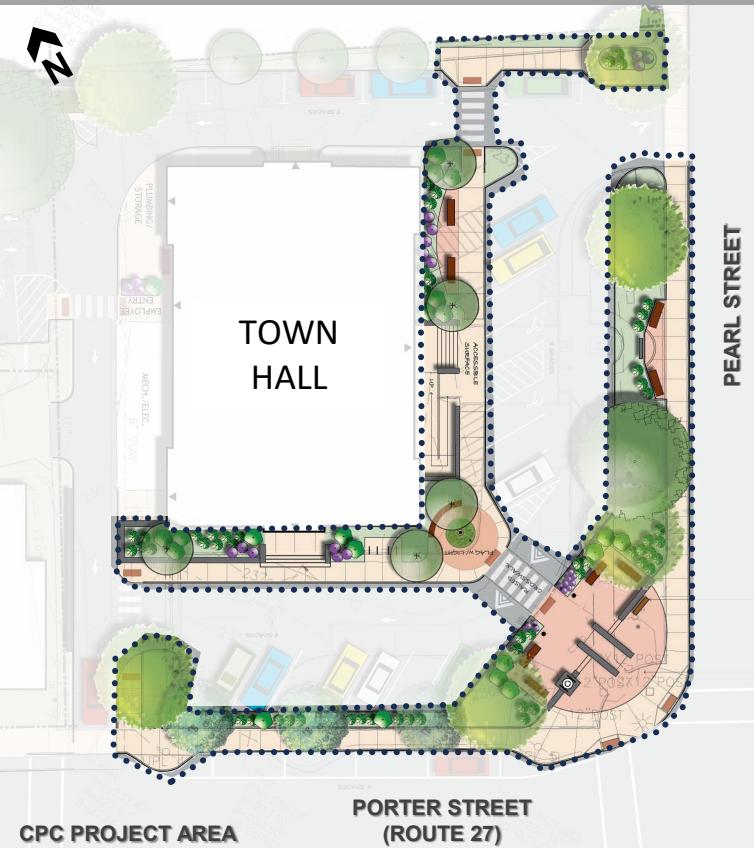
PARKING CONCEPT #1 – RETAINING WALL AND TWO EXITS REMAIN











OVERALL ESTIMATE OF COSTS

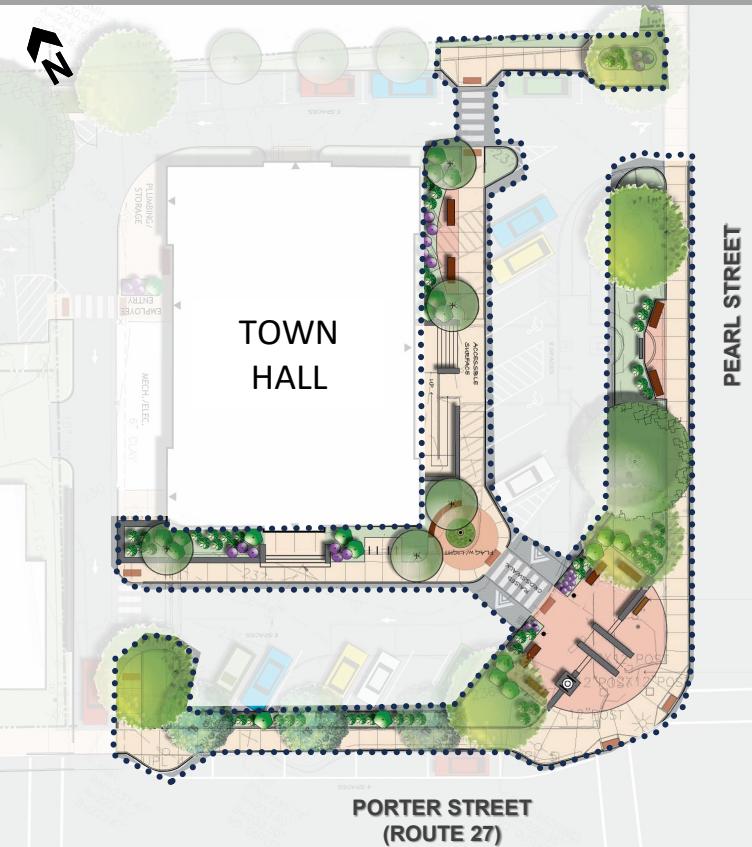
\$1,199,000

CPC FUNDING REQUEST

\$820,000

SHARED STREETS & SPACES PROGRAM REQUEST

\$250,000



ANTICIPATED PROJECT SCHEDULE

CPC PRE-APPLICATION SUBMISSION	SEPTEMBER 25, 2024
CPC FULL APPLICATION SUBMISSION	OCTOBER 25, 2024
CPC APPROVAL	OCTOBER 30, 2024
TOWN MEETING	MAY 2025
25% DESIGN SUBMISSION	AUGUST 2025
100% DESIGN SUBMISSION	NOVEMBER 2025
PROJECT BID	JANUARY 2026
CONSTRUCTION START	MARCH 2026
CONSTRUCTION COMPLETION	OCTOBER 2026

Article #34

Police Station Renovation/ Expansion

January 8, 2025

Thomas J. Calter, Town Manager
Town of Stoughton
10 Pearl Street
Stoughton, MA 02072

Re: Stoughton Police Headquarters – Owners Project Manager **Phase II Schematic Design**
Services for Renovation - Expansion of existing Police Headquarters.

Dear Thomas,

It is our pleasure to provide you and the Town of Stoughton with our proposal to provide Owner's Project Management Phase II Schematic Design Services for the Stoughton Police Station Renovation- Expansion Project at 26 Rose Street. We understand the scope of this phase is to complete Schematic Design and provide a full project budget for the fall Town Meeting.

As requested, below please find our fee proposal to provide Owner's Project Management Services for Phase II which includes Schematic Design, estimating, budget development, and marketing for town meeting presentation.

Our fee is based on a 4–5-month schedule from approval at Spring Town Meeting (May 2025) to Fall Town Meeting (Oct 2025).

Owner's Project Manager's Fee

1. Phase II - Fee - The Fee for the OPM Services as described herein and attached shall be on a Set Fee Basis broken down as follows. The proposed fee is as follows:

○ Total Base OPM Fee	\$132,000.00
○ <i>Estimating Allowance</i> (only if used)	<u>\$15,000.00</u>
○ Total Fee with Estimating Allowance	\$147,000.00

2. Key Personnel – The key personnel to be assigned to this project at this time are.

○ Project Director/Senior Project Manager -	Richard Pomroy
○ Senior Project Manager -	Taylor D. MacDonald
○ Assistant PM -	Alexandra Murphy
○ Clerk of the Works -	N/A
○ Project Estimator -	PM&C

3. Additional (Hourly Rate) Services: If additional services are required and only as previously authorized by the Awarding Authority, the following rates shall apply.

○ Senior Project Manager =	\$200.00/Hour
----------------------------	---------------

- Senior Project Manager = \$175.00/Hour
- Project Manager = \$150.00/Hour
- Asst. Project Manager = \$125.00/Hour
- Project Clerk of the Works = \$120.00/Hour
- Project Administrator = \$85.00/Hour

4. Reimbursable Expenses – The Fee identified above includes normal expenses as they relate to traditional OPM Services for travel to and from meetings, copying, local telephone, internet, etc. Reimbursable Expenses are only as authorized by Owner and are considered as follows.

- Any special Sub-Consultant expense (1.10 x actual cost)
- Travel for special non-scheduled meetings at .565/mile
- Postage other than first class mailings (1.10 x actual cost)
- Reprographic work beyond traditional copying (1.10 x actual cost)
- Municipal Filing Fees

We sincerely appreciate the opportunity to provide you and the Town of Stoughton with this proposal, and if you should have any questions, please contact me at your earliest convenience.

Sincerely yours,

Taylor MacDonald

Taylor MacDonald
Partner
Pomroy Associates

Date: January 8, 2025

Project: Stoughton Police Station Renovation-Expansion Project

Service: Owner's Project Management Services ("OPM") Phase II

Project Sequence Description and OPM Scope of Services

1. Phase II – Schematic Design, Estimating, & Budget Development

a) Schematic Design

- The designer will develop the Preliminary Design including conceptual site and floor plans, exterior elevations, renderings, building sections, materials, and equipment options.
- The OPM will assist and monitor the Designer during this process on behalf of the Town in efforts to ensure that the Project Program is withheld and/or advise the Town of modifications which may be considered.
- *The Designer will perform a Schematic Design cost estimate at the completion of the early Schematic Design phase to establish a preliminary construction cost.*
- The OPM, in concert with their Professional Cost Estimator will complete a "third" Party estimate check of the design team's early Schematic Design estimate. (If requested)
- The OPM will review and provide advice to the Town relative to the early Schematic Design estimate. The OPM will make recommendations to the Town relating to design, budget, building and schedule options, phasing, temporary facility options etc.
- The Designer and OPM will jointly develop the preliminary total overall project budget based upon the project information developed, design recommendations made and material selection options.
- The OPM will: conduct periodic meetings with the design team and monthly meetings and status reports with the Committee, provide the coordination management of all Team parties, provide cost and cash flow projections to the Town, provide management of Town's responsibilities with respect to information flow, contracts, and provide schedule monitoring and updates.
- The OPM will attend meetings with the Town as required during this period on an estimated twice-monthly basis.

2. Phase II - Project Summary & Town Meeting

Final Project Summary - The Designer and OPM will jointly develop and present the Final Project Summary which will include the design decisions made, project budget, buildable site confirmation, phasing options, concurrent or sequential construction options, etc. and a Project Program Analysis comparing the initial Project Program to the Final Project Design.

Phase II – Town Meeting

Town Meeting – Pomroy Associates will assist the Town and the Design team with marketing efforts, meetings, public forums, etc. in preparation for a Town Meeting as well as attend said Town Meeting.

Phase II- Timeline

Timeline – The Project Timeline for Phase II is an estimated 4-5 months from approval at Spring 2025 Town Meeting.

3. **Phase III – Design Development thru Bidding** - Only after Town Meeting approval and Funding.
4. **Phase IV – Construction** - Only after Town Meeting approval and Funding.
5. **Third Party Consultants** - The typical third-party consultants necessary during the design and construction phase are listed below. These services are “By Owner” consultants and are not included unless otherwise noted below, in the OPM fee or scope of work. As they may apply.
 - Site Survey/Existing Conditions Assessment (Covered by D&W Proposal)
 - Geotechnical Explorations (Covered by D&W Proposal)
 - Third Party Estimating (Covered in PA Proposal)
 - Material Testing
 - Building Commissioning
 - Hazardous Material Assessment
 - Site 21E/Environmental Site Assessment
 - Perk Testing
 - Radio/Communications Consultant
 - Traffic Studies
 - Utility Engineer

January 9, 2025



To: **Thomas Calter, Town Manager
Town of Stoughton
10 Pearl Street
Stoughton, MA 02072**

Subject: **Schematic Design Fee Proposal**

Project Name: **Police Station New Addition and Renovations**

Dear Mr. Calter:

Dore + Whittier is pleased for the opportunity to continue working with the Town and the Stoughton Police Department on the New Addition and Renovations project located at 26 Rose Street. The following proposal is for Schematic Design services only in advance of future votes to fund the entire project. This proposal reflects the next step to be taken once the current Updated Feasibility Study is complete and funds are appropriated at the Spring 2025 town meeting.

Our project understanding is for approximately 18k square feet of renovations to the existing police station and a 12k-15k square foot new addition. The D+W team will develop schematic design documents which will allow for construction/project cost estimate to be presented to the community for full project appropriation in the future. The suggested scope of work follows:

- Design the building per the accepted Space Needs Analysis and Conceptual Site/Floor Plans created during the Updated Feasibility Study
- Develop schematic design level
 - Site Plan – including building location, site circulation, parking, initial stormwater design, landscape design
 - Floor Plans – including building layout, walls, doors, window locations while considering general furniture layouts
 - Exterior Elevations – that reflect the general building imagery and materials
 - Exterior Imagery – a 3D image so the design can be better understood
- Building, structural and mechanical specification narratives
- Suggested Project Schedule and Construction Phasing
- SD Construction Cost Estimate
- Support at Public Meetings

Schematic Design fee proposal is a lump sum of \$500,000

This Schematic Design basic services proposal is inclusive of the following categories of work. The Basic Services team includes:

• Dore + Whittier:	Architecture, Interior Design, Code, Accessibility,
• Langan Engineering:	Civil, Landscape Design
• Engineers Design Group:	Structural Engineering
• GGD:	HVAC, Electrical, Plumbing, Fire Protection, Technology
• PM&C:	Cost Estimating

Listed below are the additional services not included in this designer basic services proposal. We understand the Town of Stoughton may want to contract these services directly. Alternatively, upon request, we will gladly secure fee proposals for this.

- Site Survey
- Wetlands Delineation
- Geotechnical Exploration
- Geo-environmental
- Geothermal Study
- Hazardous Materials
- Traffic Studies
- FF&E Design
- TEDI Models
- Permitting
- Hydrant Flow Tests
- LEED and/or Net Zero Energy Studies
- Printing

We are so pleased that the Town is moving into schematic design with such an important project. We look forward to continuing our relationship with Stoughton, the police department, and the entire community. If our proposal is acceptable, we are prepared to carry out the necessary contract amendment.

Sincerely,

DORE + WHITTIER

A handwritten signature in black ink, appearing to read "Donald M. Walter".

Donald M Walter, AIA, MCPPO
Principal

Article #35

CPC FY26 Budget Report

**Town of Stoughton
Community Preservation Fund
FY 2026 Budget**

DRAFT AS OF 02-12-2025

Community Preservation Surcharge	FY24 (act.)	FY25 (est.)	FY26 (est.)
C.P.A. Commitments	\$ 1,018,144	\$ 1,028,000	\$ 1,038,000
C.P.A. Abatements	(12,050)	(12,000)	(12,000)
CP-1 Net Surcharge Raised (Net Receivable)	\$ 1,006,094	\$ 1,016,000	\$ 1,026,000

1.0% 1.0%

FUNDING SOURCES

	FY2026	Category Reserves:					Total
		Est. Revenues	Open Space	Historic Preservation	Community Housing	Undesignated Fund	
Est. C.P.A. Surcharges	\$ 1,007,640						\$ 1,007,640
Est. State Reimbursement	150,000						150,000
Est. Investment income	-						-
Other	-						-
Reserves and Fund Balance		292,138	594,208	839,012	6,832,872		8,558,230
Total Funding Sources	\$ 1,157,640	\$ 292,138	\$ 594,208	\$ 839,012	\$ 6,832,872	\$ -	\$ 9,715,870

State Match% of Prior Year Net Receivable

14.8%

RESERVATIONS AND APPROPRIATIONS

	FY2026	Category Reserves:					Total
		Est. Revenues	Open Space	Historic Preservation	Community Housing	Undesignated Fund	
RESERVATIONS							
Administrative Expenses (4.99%)	(57,766)						(57,766)
Reservations (Minimum 10% per Category)	(347,292)	115,764	115,764	115,764		-	-
Budgeted Annual Reserve	(752,582)				752,582		-
Total Reservations	\$ (1,157,640)	\$ 115,764	\$ 115,764	\$ 115,764	\$ 752,582	\$ -	\$ (57,766)
Debt Service (Details Below)		(292,138)	(18,850)	-	(19,050)		(330,038)
Project Appropriations (Details Below)		-	-	-	(1,000,000)		(1,000,000)
Total Appropriations	\$ -	\$ (292,138)	\$ (18,850)	\$ -	\$ (1,019,050)	\$ -	\$ (1,330,038)
TOTAL RESERVATIONS AND APPROPRIATIONS	\$ (1,157,640)	\$ (176,374)	\$ 96,914	\$ 115,764	\$ (266,468)	\$ -	\$ (1,387,804)
PROJECTED CPA FUND BALANCE		\$ 115,764	\$ 691,122	\$ 954,776	\$ 6,566,404	\$ -	\$ 8,328,066

RESERVATION AND APPROPRIATION DETAIL

**Town of Stoughton
Community Preservation Fund
FY 2026 Budget**

DRAFT AS OF 02-12-2025

	FY2026	Category Reserves:					6/30/26
		Est. Revenues	Open Space	Historic Preservation	Community Housing	Undesignated Fund	
Administrative Expenses (4.99% of est. revenues)	(57,766)						(57,766)
LT DS 01503 Glen Echo land purchase (#1)		(71,925)					(71,925)
LT DS 01512 Pierce St. playground		(34,500)					(34,500)
LT DS 10056 Glen Echo Recreation Construction (#1)		(6,625)					(6,625)
LT DS 10056 Glen Echo Recreation Construction (#2)		(25,125)					(25,125)
LT DS 10058 Capen Reynolds Recreational Facilities (#2)		(6,075)					(6,075)
LT DS 10058 Capen Reynolds Recreational Facilities (#3)		(6,425)					(6,425)
LT DS 10158 SHS tennis court and soccer field lighting (#1)		(73,013)					(73,013)
LT DS 10158 SHS tennis court and soccer field lighting (#2)		(5,100)					(5,100)
LT DS 10158 SHS tennis court and soccer field lighting (#3)		(6,375)					(6,375)
LT DS 10159 Pearl St. pocket park at HS		(13,275)					(13,275)
LT DS 10306 Wilkins School Playground Imprvmts, Phase II		(43,700)				(19,050)	(62,750)
LT DS 10232 Town Hall Cupola			(18,850)				(18,850)
Estimated Unissued Debt Service (other)							-
Article 33 Town Hall Pocket Park						(820,000)	(820,000)
Article 36 Glen Echo Pavilion and Benches						(180,000)	(180,000)
Budgeted Annual Reserve Fund	(752,582)					752,582	-
Reservations for next year (10% each of est revenues)	(347,292)	115,764	115,764	115,764			-
Total Appropriations and Reservations	\$ (1,157,640)	\$ (176,374)	\$ 96,914	\$ 115,764	\$ (266,468)	\$ -	\$ (1,387,804)
PROJECTED CPA FUND BALANCE	\$ 115,764	\$ 691,122	\$ 954,776	\$ 6,566,404	\$ -	\$ 8,328,066	\$ -

Article #36

Glen Echo Park Pavilion and Benches

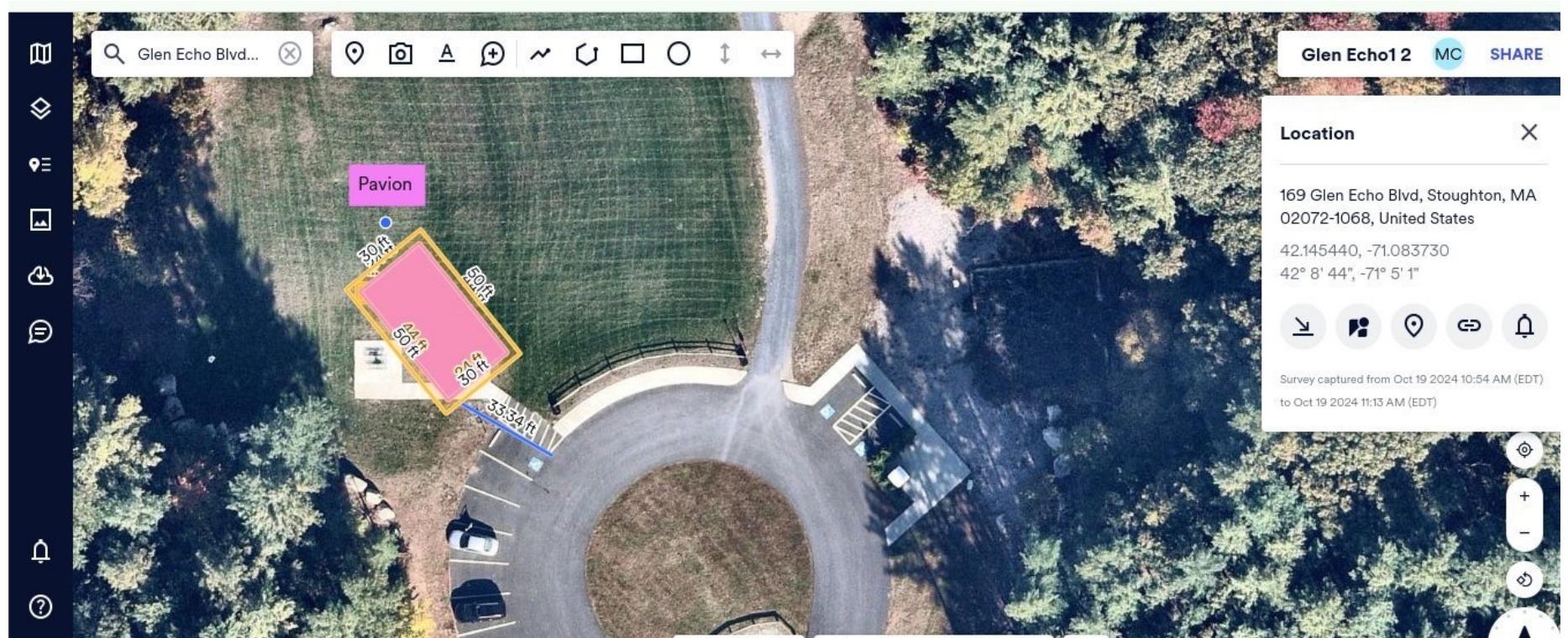
Glen Echo Park

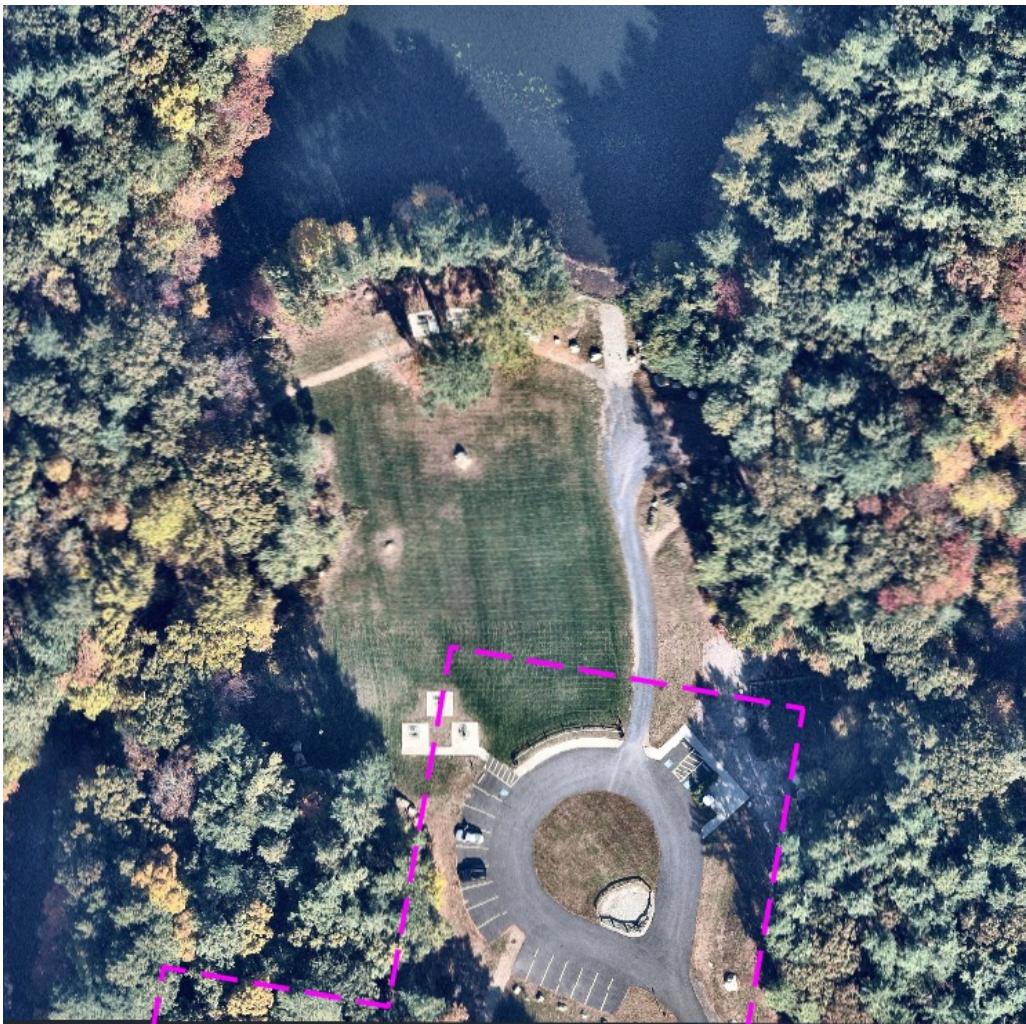
Shade Pavilion, Benches, And Fence

Architect's Plans



Proposed location of shade pavilion





Locations of proposed additions



The Shade Pavilion in Beverly, MA



Park bench similar to those in Harbor Walk & JFK Presidential Library



ADA Table



Cost Estimates for Glen Echo Park
Shade Pavilion, tables, Benches and Fence
As of November 27, 2024

Pavilion 44 x 24'	\$42,870
Removal of pad concrete and moving 3 tables	15,000
Concrete	26,250
Tables	2,000
Construction	40,000
Benches	3,200
Fence	<u>12,000</u>
Net	\$141,320
Contingencies @ 25%	<u>35,330</u>
Total	\$176,650
Round up	\$180,000

Town of Stoughton, Massachusetts
Community Preservation Committee

Full Application to Request CPA Funds

IMPORTANT: Before filling out this application, please submit the pre-application of your project to the Community Preservation Committee (CPC) via Program Administrator Barry Kassler at bKassler@Stoughton-MA.gov to determine its eligibility for Community Preservation Act (CPA) funds. Submit the pre-application **by September 25****, and at least 7 days prior to the next meeting of the CPC. The applicant will be invited to a CPC meeting for a review of the project summary, and, if eligible, to give a full presentation on the project.

Please email a pdf of the full application with all supporting documents to bKassler@Stoughton-MA.gov **at least 7 days prior to your CPC presentation.** Applications received via email **by October 25**** will be eligible for recommendation at the next Annual Town Meeting in the spring.

*(**Late applicants may apply for "Urgent Review" if outside these deadlines, subject to CPC approval. See Item 13 of the Project Narrative on the next page.)*

Check one or more Project Categories as applicable:

Community Housing Historic Preservation Open Space Recreation

Project Name: Glen Echo Park Shade Pavilion, Benches, and Fence

Project Location: Street Address: Glen Echo Boulevard

Assessor's Map & Lot #: Map 70 Lot 104

Legal Property Owner of Record: Town of Stoughton

Project Sponsor(s)/Organization: Glen Echo Recreation and Development Committee

Contact Name: Eric Kolman

Telephones: 781 344-2277

Email: ej.kolman@juno.com

Mailing Address: 14 Kotlik Street, Stoughton, MA 02072

Project Sponsor's Signature: Eric Kolman **Date:** 11/29/2024

PROJECT COST: (Note: If projected budget is for more than three years, describe further in Project Narrative)

	First FY	Second FY	Third FY	Total
Total Project Cost	\$180,000			
Amount of Other Funding				
Sources of Other Funding				
CPA Funds Requested:	\$180,000			

Is this request contingent on other funding? Yes No

(If yes, explain in response to Question 5 below)

PROJECT NARRATIVE

Please provide the following information:

1. A detailed description of the project: What is the purpose and scope of the project?

The proposed shade pavilion will offer a sheltered area for picnic tables and an open, covered space for various recreational activities. It will include two designated wheelchair-accessible tables to ensure inclusivity. Benches, strategically placed to face the lake, will be scattered across the site, providing peaceful resting spots for visitors to relax and enjoy the natural beauty of the surroundings.

Additionally, we propose a fence along the edge of the great lawn, bordering the roadway leading to the lake, to prevent unauthorized vehicle access. This will help protect the lawn from damage caused by parking and driving. The fence will include a locked gate or bollards to allow for lawn care and essential town maintenance while maintaining security and accessibility.

2. How does the project preserve or enhance Stoughton's community character?

The town has purchased the parcel of land and developed it into a beautiful park for the enjoyment of all. Currently we have trails historical signs, a great lawn, a paved road, a road leading to the lake for carry-on boats, and picnic tables. This is a park where individuals or groups can enjoy the lake and grounds. The shade pavilion would enhance the park offering a shaded and rain protected location with both tables and an open space for individuals, families, clubs and organization. The park is currently a location for organized yoga exercises.

3. Demonstrate the community need for the project.

This proposed project addresses essential community needs, enhancing the use and enjoyment of public spaces for current residents.

Shade Pavilion: The addition of a shade pavilion will create a protected, comfortable space for residents to gather, dine, and engage in various activities. This shelter will provide a welcome respite during warmer weather, giving community members a place to enjoy outdoor meals and social events, while also protecting them from the elements.

Benches for Rest and Reflection: Strategically placed benches, facing the lake and surrounding nature, will offer quiet spots for rest and contemplation. These seating areas will provide a peaceful setting for individuals to relax and appreciate the beauty of the area, improving mental well-being and fostering a deeper connection to the local environment.

Fence for Lawn Protection: The proposed fence will help protect the great lawn from ongoing damage caused by vehicles parking or driving on the grass. As a valued community space, preserving the integrity of the lawn is important for maintaining its aesthetic and functional qualities. The fence will ensure that this shared green space remains in good condition for everyone to enjoy.

This project aims to improve the quality of life for current residents, providing accessible, enjoyable spaces for recreation and relaxation, while also preserving and protecting important community assets.

4. How does the project achieve Town goals and objectives as laid out in the Community Preservation Plan, Affordable Housing Plan, Open Space and Recreation Plan, Community Development Plan, and any other relevant Town planning documents? Please be specific, citing document and page of each goal/object quoted. All plans are available at: <https://www.stoughton.org/413/CPA-Fund-Application-Forms>

Page 85 of the open space and recreation plan "Goal 5: Provide adequate access to safe, well-maintained recreational facilities for all residents of Stoughton." This project continues to accomplish this goal.

5. How will this project leverage funds from other sources? Will there be an in-kind contributions, donations, or volunteer labor? Are there fundraising plans? If seeking grants/loans from other funding sources please include commitment letters from funders or letters of inquiry to funders.

There will not be any other sources of funding for these projects. The only volunteer labor would be the work done by the Glen Echo Park Recreation and Development Committee in the planning and implementation of these projects

6. What is the nature and level of community support for this project? Please describe support in narrative and also attached letters of support.

The support is overwhelming, Here are some letters of support written by our residents:

Letters of Support from Residents for Glen Echo Phase II:

Fri, Oct 4, 2024

Dear Director Kassler,

I am writing in support of the initiative to add a shaded pavilion and benches at Glen Echo.

My family enjoys spending time together at the park looking at the water and walking with our dog. Having places to sit and rest and to have shade on sunnier days would be much appreciated and would lengthen the amount of time we spend per visit. My children are 11 and 14 and when we are there they are so curious and love to explore and take in all that nature has to offer.

Each time we visit it seems more and more people are utilizing this beautiful and serene space that we are so lucky to have in our town. We are not people who

canoe or kayak but I understand there is a request for funding for a launch as well. I do think an addition of this feature would be used and appreciated though.

Thank you for your time and consideration.

Kristen Dacey
17 Webster Terrace, Stoughton MA

10/4/2024

Community Preservation Committee
c/o Barry Kassler, Director
Stoughton, MA

Dear Mr. Kassler and Members of the Community Preservation Committee,

I am writing to express my strong support for the Glen Echo Recreation and Development Committee's applications for funding. As a resident of Stoughton, I greatly value the ongoing improvements to our parks and recreational areas, especially those at Glen Echo Park. These proposed enhancements, including the shade pavilion, benches, and the boulder jetty for canoe and kayak launching, will further elevate the beauty and functionality of this cherished community space.

The shade pavilion on the great lawn will provide much-needed comfort for visitors, allowing families and individuals to better enjoy outdoor activities and community gatherings. The addition of benches with views of the lake will create tranquil spots for reflection and relaxation, enhancing the park's appeal for all residents. Additionally, the boulder jetty for canoe and kayak launching will offer safer and easier access to the lake, promoting outdoor recreation and water sports.

I urge the Community Preservation Committee to approve these applications, as they represent a significant investment in the quality of life for the people of Stoughton. Thank you for your consideration and for your continued support of our town's recreational spaces.

Sincerely,

Jason Danowski

190 Connie Ln Stoughton

Dear Mr. Kassler,

I am writing to express my strong support for the proposed enhancements to Glen Echo Park. As a homeowner whose property abuts the park, and as a parent who visits almost daily with my two-year-old daughter, I have a deep personal stake in the park's safety and usability.

The proposed improvements a shade pavilion with ADA-accessible seating, benches thoughtfully placed near the lake, a boulder jetty for safe boat launches, and a fence or bollard to prevent cars from parking on the lawn will all enhance the park for the community while protecting its natural beauty.

In particular, the fence or bollard along the grass area is vital for safety. As my daughter has grown and enjoys running freely, I've become increasingly concerned about cars parking or driving on the grass. A physical barrier would go a long way in preventing accidents and ensuring that children and pedestrians can enjoy the park safely.

These additions will create a safer, more functional, and inclusive space while protecting the park's environment.

Thank you for considering these thoughtful projects, which will benefit the community for years to come.

Sincerely,
Marcia Cote
263 Glen Echo Blvd
marcialcote@gmail.com

10/4/24

I am writing in support of the updates to the area around Glen Echo Park.

This is a beautiful space that has been nicely rehabilitated. These updates will add to this as a true resource for our community. We visit this park often as we are nearby residents.

If you have any questions, please feel welcome to contact me -

Meagan Painter
830 Central Street
Stoughton, MA 02072
617-851-6727

10/4/24

Dear Mr. Kassler,

As a 55 year resident of Stoughton, it is with great enthusiasm and support that I write this letter regarding the Glen Echo Recreation site development projects.

The two projects being a shade pavilion in the great lawn along with four benches placed elsewhere with views of the lake. The second is for a boulder jetty for canoe and kayak launching. As an avid outdoors person with a love for kayaking and the camaraderie that is built with other kayakers; I stand firm in my support to have a launch built at Glen Echo. Glen Echo is on the opposite side of town from the only other body of water that works for kayaking, Ames Pond; and having a launch site will make this a very attractive local recreational destination.

Thank you for standing in support of this funding,

Marilyn Rabinovitz
172 Mill Street 02072

10/5/2024

Hello Mr. Kassler,

I hope this email finds you well. I am writing in support for the phase 2 developments at Glen Echo Park including a shaded area with benches and a jetty

for kayaks and canoes to launch. I think these additions would provide so much enjoyment for residents and visitors alike.

Thank you for your consideration!

All our best,

Taylor, Eric and Noah Mendes
195 Rogers Drive Stoughton

10/5/2024

Hi

The Glen Echo Recreation and Development Committee put a request out for Stoughton residents to send an email in support of the proposed improvements at Glen Echo Park. I'd like to express my support for this project.

I hike and walk my dog there several times a week. No matter what time of day there are folks there enjoying the landscape and making use of the facility. Our community is supporting the new park through various volunteer efforts such as adding new trails, marking the trails, and even offering exercise classes there. I ran into Gerry McDonald working on trail improvements, my niece Madi Lyons marked the trails as her Eagle Scout Project and there were other improvements made by scouts. I've often seen folks enjoying the outdoors at yoga classes there. The park provides refuge for a wide variety of wildlife. I've seen otter, snapping turtles, turkeys, ducks, geese, heron, coyote, deer, and a variety of other birds. I see fishermen there all the time.

I would suggest this type project is exactly the type of project the CPA was created for. However, ever with the near universal community support for the park, some project are best done by the town. Insuring that improvements are consistent with existing structures, ADA compliant, and easy to maintain is best done by the town.

I urge you to support this project.

I am a member of the IGR Committee and a Town Meeting Representative for Precinct 8. If given the opportunity I would gladly vote in favor of these projects.

Best Regards

Frank Lyons
Town Meeting Representative Precinct 8
Member Intergovernmental Relations(IGR) Committee

Christine Wilbur
83 Britton Ave
Stoughton, MA 02072
c.wilbur@hotmail.com

10/04/24

Barry Kassler
Director, Community Preservation Committee

I am writing to express my strong support for funding the applications submitted to the Community Preservation Committee for the proposed shade pavilion and boulder jetty at Glen Echo Park. As a Town Meeting representative for Precinct 8 and an avid outdoor enthusiast, I recognize the immense value these projects will bring to our community.

The shade pavilion, along with strategically placed benches offering views of the lake, will provide a welcoming space for residents to gather, relax, and enjoy our natural surroundings. Currently, Stoughton lacks any pavilions, forcing our residents, including community groups like the Girl Scouts, to travel to Randolph or Easton for similar amenities. As a Girl Scout leader, I have used this beautiful property for a Girl Scout together in the rain and our group noted a pavilion would have been great. This pavilion would not only enhance our community's recreational opportunities but also support local organizations wanting outdoor space even in inclement weather, and fostering a sense of community.

Additionally, the proposed boulder jetty for canoe and kayak launching is an exciting initiative that would promote water-based activities and encourage a greater appreciation for our local waterways. It aligns perfectly with our

landscape architect's plans and would significantly enhance access to our lake, making it more enjoyable for both casual paddlers and outdoor enthusiasts.

I believe these projects will foster community engagement, promote outdoor activities, and enhance the quality of life for our residents. I wholeheartedly support these applications and will advocate for their approval at the upcoming Town Meeting.

Thank you for considering my support for these vital community enhancements.

Sincerely,

Christine Wilbur
Town Meeting Member Precinct 8
Girl Scout Leader Troop 72139

10/7/24:

Hello Barry,

I saw Eric Kolman's message about the shade pavilion and benches, as well as the kayak launch and just wanted to say that it sounds like it would make a wonderful addition to the area! The work that has been done to beautify the area is fantastic and these additions would only add to the value that this space provides for our community. I hope you are able to secure the necessary funding to get these structures built!

Along those lines, I would like to mention that my company, Trellis Structures (<https://trellisstructures.com/>), specializes in custom shade structures and has provided similar structures to various public locations throughout the region. If you happen to be looking for a vendor for the pavilion and the benches to work with on the project, feel free to reach out and we would be happy to discuss it.

Regardless, I look forward to taking my kids for a visit to the park when it's ready!

Thank you,
Erich Schumacher

10/7/24:

My name is Keala Harris. I am a teen resident here in Stoughton. I believe that if glen eco had some sort of pavilion/covered area it would elevate the space so much! I had a Girl Scout meeting there once after it was redone. It was beautiful but it began to rain while we were sitting at the tables. There was no area that had coverage from the storm so we had to leave. If this area got any type of coverage it could be used more in all types of weather and for more gatherings. Have a great day!

Sincerely,
Keala Harris

7. Will your project need any permits? Please describe the nature of permits and inspections required and schedule of reviews, if possible.

Wildlands Trust will review our plans. The building department would have to permit the construction. And the Conservation Commission would have to approve.

8. Detailed budget: Identify all sources and uses of funds; Clearly distinguish among costs to be paid from CPA funds versus other sources of funding; Identify hard and soft costs, contingencies, and project management time (from contracted managers or existing staff).

All of the funds will be from the CPC. We have no other sources of funds.

9. What are your project costs based on? Obtain written quotes for project costs whenever possible. (NOTE: For any acquisition of an interest in real estate, property value will need to be established by the Town through procedures “customarily accepted by the appraising profession as valid”, per Section 5 (f) of MGL Chapter 44B. CPA funds may be requested to pay for the appraisal. Appraisals must be commissioned by the Town to comply with the statute.)

We have obtained quotes from the vendor of the pavilion. The cost of benches were obtained on the Internet. The engineering department and the DPW and building department gave estimates for the costs of construction and site preparation including moving the tables and preparation of the concrete pad.

10. What maintenance responsibilities will be required to sufficiently maintain the resource? How much will annual and long-term maintenance cost? What entity will be responsible for these responsibilities and costs? How will this revenue be generated?

The maintenance required would be minimal such as removing graffiti and occasional cleaning. That would be done by the DPW at minimal cost to the town

11. Provide a project schedule showing all major project milestones and supporting information and/or explanation for the project's estimated timeline. Applicant and Program Administrator will prepare and file a**Project Close-Out** at the conclusion of the project.

12. Provide a financial statement of your organization's income and expenses for the past three years.

As a town appointed committee we have no revenue or expenses.

13. What are the qualifications/experience of the project's sponsoring organization? Provide mission statement, experience of the project manager, track record with summary of similar projects completed by the project manager and by the sponsoring organization.

The Glen Echo Recreation and Development Committee was assigned to develop Glen Echo Park by the Select Board. We along with a landscape architect, and the engineering department have been responsible for the creation of the park. Many others have also contributed. The engineering department along with the recreation department would be the responsible parties to implement the plans once approved by the CPC and Town Meeting.

14. If your project requires more immediate action than the normal deadlines would allow, you must file an **Application for Urgent Review**. Urgent Review will be subject to a separate CPC vote.



Glen Echo Recreation & Development Plan

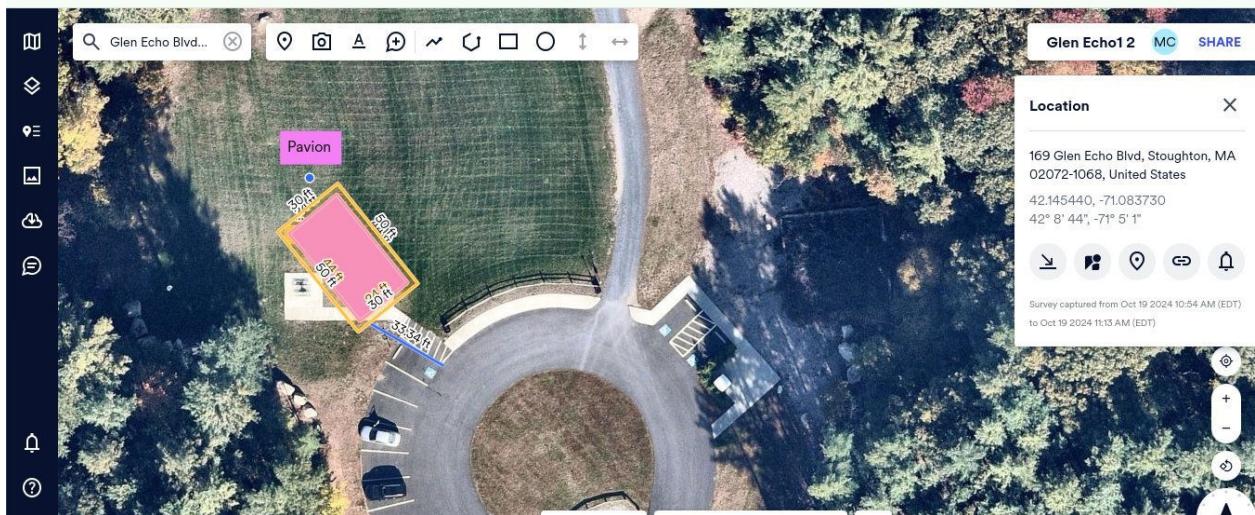




This is what the shade pavilion would look like. This was done in Beverly, MA.



This shows where the items would be located. Note: The shade pavilion would be partly in the recreation area and partly in the conservation land.



This is a table that we would like to add to be the fourth table under the shade pavilion.



ATTACHMENTS: Please include the following with your application, if relevant:

Required for All Proposals:

1. Photographs of project site (typically, 1 to 3 are enough)
2. Map of project site showing nearest major roads or intersections (copy of assessor's map with location highlighted is usually adequate), and Locus Map showing location within Stoughton from Stoughton GIS at:
https://www.mapsonline.net/stoughtonma/new_public_site.html
3. Letters of support/comment from any and all relevant Town departments, Town officials, and Town boards and commissions
4. Demonstrated notice to all direct project abutters regarding the nature of the proposal, and any letters of project support

Priority Will Be Given to Proposals that Include:

1. Letters of support from neighborhood groups/organizations, civic organizations, residents, businesses, etc.
2. Letters of support from direct project abutters, or explanation of why support is not demonstrated.
3. Accommodations for disabled people, including measures which address the provisions and promote the aims of the Americans with Disabilities Act (ADA).

Required for Historic Preservation Proposals:

1. Statement of project support from the Historical Commission. Please meet with the Historical Commission before filing this application.

2. If your project site is not one of the two properties listed on the State Register of Historic Places in Stoughton (Lucius Clapp Memorial Library and the Stoughton Railroad Station), then the application must include a letter from the Historical Commission designating the property as locally significant "in the history, archeology, architecture, or culture" of Stoughton.

3. Statement explaining how the proposed project complies with the U.S. Secretary of the Interior's Standards* for the Treatment of Historic Properties, as required by MGL Chapter 44B, Sec. 2, under the definition of "rehabilitation".

*Official versions of these Standards may be accessed from the following link:

<https://www.nps.gov/tps/standards.htm>

Required for Open Space Proposals:

1. Statement of project support from the Open Space Committee. Please meet with the Open Space Committee before filing this application.

Required for Recreation Proposals:

1. Statement of project support from the Director of Recreation. Please meet with Recreation before filing this application.

Required for Community Housing Proposals:

1. Statement of project support from the Housing Authority. Please meet with the Housing Authority before filing this application.

Required for Proposals Involving Real Property:

1. Demonstrate site control/ownership:

- 1.1. For Town-owned property: Submit a letter of support from the head of the Town department that has custody/jurisdiction of the project site.
- 1.2. For other properties: Submit a copy of a legally-binding option, purchase and sale agreement, or deed. In cases having neither an option nor a purchase and sale agreement in place, the application must include a letter of authorization from the property owner to submit the CPA application. If property owner is an organization or corporation, the letter of authorization must provide documentation of appropriate authorization by entity's executive body and copy of relevant section of governing bylaw that establishes this authority. (In case of taking by eminent domain, this requirement may be waived.)

Required for Proposals Involving Design & Construction:

1. Development pro forma document and 10-year operating budget for the planned use of the site
2. Site Plans, both existing and proposed; Floor Plans and Elevations
3. If sustainable materials and/or techniques and/or energy reduction measures will be used, please highlight them and estimate net costs/benefits over the life of the project where possible.
4. Demonstrate compliance with all relevant building codes, zoning, accessibility requirements, and all other applicable laws and regulations.

Town Meeting Article Submission:

The CPC and the Applicant will work together to ensure that the warrant article is submitted in a timely manner for Town Meeting.

Submission under Multiple Categories:

You may submit an application for a project that pertains to more than one CPA category (for example, Open Space and Historical) *if each category is applicable to your project*. However, be sure to meet all the prerequisites for each category. Also, separate out the dollar amounts applicable to each category in your application and provide detail sufficient to justify that categorization.

Recognition of CPA Fund Contribution:

A permanent sign recognizing the Stoughton CPA Fund's financial contribution to the project shall be posted on site wherever practicable, and shall be considered to be a project expense. Sample wording: **"[Project Name] was made possible through a grant from Stoughton's Community Preservation Fund".**

Periodic Review:

Project representatives for projects in progress will be asked to report back to the CPC on a regular basis with status updates.

Visit the **CPC's webpage** for more information:

<https://www.stoughton.org/410/Community-Preservation-Committee-CPC>

If you have questions, please email Community Preservation Program Administrator Barry Kassler at bKassler@Stoughton-MA.gov

Town of Stoughton

10 Pearl Street • Stoughton, MA 02072 • (781) 341-1300 • FAX (781) 344-5048
www.stoughton-ma.gov

Attn: To whom it my concern
Re: Letter of recommendation Glen Echo pavilion
From: Matt Cauchon, Recreation & Youth services Director

To whom it may concern;

I am writing to express my support for the shade pavilion at Glen Echo Park. We have heard from many residents throughout the years that a shade pavilion be constructed for use of events and gatherings at one of the parks in Stoughton. A pavilion at Glen Echo overlooking the water would provide a comfortable area for groups to enjoy the park while seeking comfort from the elements.



Matt Cauchon
Recreation & Youth Services Director

Re: Shade Pavilion for Glen Echo in Stoughton, MA- Mark Gallagher/New England Recreation Group

Mon, Nov 11, 2024 at 3:21 PM

Mark Gallagher <Mark@nerecgroup.com>
To: "ej.kolman@juno.com" <ej.kolman@juno.com>
Cc: mcauchon@stoughton-ma.gov

Hi Eric & Matt:

Please see the attached ICON (www.iconshelters.com) Shelter/Pavilion Design options and enclosed quotes from New England Recreation Group for your Project consideration in Stoughton.

The Shelter options from ICON are Steel Posts and Frame with multiple material options including T&G Roof Decking, Asphalt Shingles, Multi-Rib or Seamless Metal Roofing, etc and available in a variety of standard even sizes.

Each ICON Design and quote is based on a 24' x 44' Rectangle Hip or Gable which can accommodate approximately 10-12 each 6' or 8' Picnic Tables as requested:

A. ICON Rectangle GABLE- #RG24X44TA-P4:
- Steel (8) Column Design w/ 2x6 T&G Roof Deck & Asphalt Shingles

\$ 89,950.00 Delivered
\$ 43,500.00 Delivered

B. ICON Rectangle HIP- #RH24X44M-P4:
- Steel (6) Column Design w/ 24 ga. Pre-Cut Metal Roof

\$ 49,950.00 Delivered -

C. ICON Rectangle HIP- #RH24X44A-P4:
- Steel (6) Column Design w/ 2x6 T&G Roof Deck & Asphalt Shingles

* All Steel Shelters/Pavilions are POWDER COATED with 4:12 Roof Slope and 8' Eave Height (see attached Color & Material Chart)
* Shelter options include Anchor Bolt Kit for Surface Mount installation (by others)

- Pricing is for delivered Material/Shelter only -F.O.B Stoughton, MA and is good for 30 days (12/15/24).

- Pricing DOES NOT include:
 - Any applicable State of MA Tax
 - Assembly, Installation, Footings/Concrete flooring, etc.
 - Accessories, Materials, Factory Staining, Ornamentation, additional options, etc. not listed
 - Customizations
 - Stamped Engineered Drawings (ADD: \$950.00)
 - Lift-gate/Equipment for receiving & offload of materials by customer
 - Private or Non-Municipal Orders require 50% deposit per Manufacturer with Terms to be agreed upon

Cost Estimates for Glen Echo Park

Shade Pavilion, tables, Benches and Fence

As of December 3, 2024

Pavilion 44 x 24'	\$43,500
Removal of pad concrete and moving 3 tables	15,000
Concrete	26,250
Tables	2,000
Construction	40,000
Benches	3,200
Fence	<u>12,000</u>
Net	\$141,950
Contingencies @ 25%	<u>35,488</u>
Total	\$177,438
Round up	\$180,000

Article #39-43

Planning Board Articles



TOWN OF STOUGHTON

-Planning Department-

Town Hall
10 Pearl Street, 2nd Floor
Stoughton, MA 02072
(781) 341-1300, Ext. 9201

MEMORANDUM

TO: Finance Committee
Select Board
Town Meeting Members

FROM: William D. Roth, Jr., AICP, Town Planner

DATE: January 15, 2025

CC: Planning Board

RE: **ATM 2025 Planning Board Articles**
Use Table Corrections Bylaw Amendments
Floodplain, Aquifer Protection & Wetlands Bylaw Amendments
Zoning Map– Spot Zone Amendments
Accessory Dwelling Unit Bylaw
Short Term Rental Bylaw

The Planning Board is proposing five articles for the 2025 Annual town meeting warrant. The explanations and purposes are as follows.

Use Table Corrections Bylaw Amendments:

During the Attorney General's review of the new I2 zoning district that was approved last year, they indicated that the Town has uses that are, either restricted or prohibited, within the Use Table that are protected under state law. It was recommended that the Use Table be corrected to comply with the state law protection of those uses. This zoning bylaw amendment is proposed to comply with the Attorney General's recommendations.

Floodplain, Aquifer Protection & Wetlands Bylaw Amendments:

This Zoning Bylaw Text Amendment addresses three items within Section 9 – Special Districts. The first is to change the Aquifer Protection section to reference and comply with Mass DEP Aquifer Protection rules and regulations. The second, is to remove Section 9.2 Wetlands, Flood Hazards & Watersheds in its entirety. This section is not needed because wetlands within the Town are regulated with the State's Wetland Protection Act and the Town has adopted a separate wetlands bylaw, Town Code Chapter 191. Having the wetlands section in the zoning bylaw is redundant and portions of the bylaw are in conflict with both the Wetlands Protection Act and Town Code Chapter 191. The third, is to remove the current Floodplain Overlay District and replace it with a new Floodplain overlay District that complies with the State and FEMA model bylaw regulations. The amendment also adopts the newly revised Floodplain Maps that were issued from FEMA on January 8, 2025. Adoption of this bylaw is required so residents can qualify and purchase Flood Insurance through FEMA.

Zoning Map– Spot Zone Amendments:

This Zoning Map Amendment is a continuation of the Planning Boards effort to clean up the zoning map and make it consistent with the existing uses of properties, and eliminating non-conforming uses. Some of the issues this amendment will correct are removing split zoned properties, such as a single family house lot is split zone between Residential and General Business zones and a business lot is split zoned between General Business and Residential zones, and removing an isolated Industrial Zone that is not consistent with surrounding neighborhood.

Accessory Dwelling Unit Bylaw:

This Zoning Bylaw Text Amendment is to create a new section to regulate Accessory Dwelling Units (ADU). This past summer the State Legislature changed State Law and added ADU as a permitted use in any zoning district that allows single family residences. The law allows Towns to reasonable regulate ADU. This bylaw amendment is in response to the new state law and regulations that were passed.

Short Term Rental Bylaw:

This Zoning Bylaw Text Amendment is to create a new section to regulate Short Term Rentals. Short Term Rentals are when a property is rented less for than 30-days. This is more commonly known as Airbnb or VRBO. The Town's zoning bylaw currently does not list the use in the Use Table and does not have any way to regulate them. This bylaw amendment creates the use and provides a way to regulate them.

Article #40

Zoning Bylaw: Floodplain, Aquifer Protection & Wetland Bylaw Amendments

Article #__ : 2025 Proposed Floodplain, Aquifer Protection & Wetland Zoning Bylaw Amendment:

To see if the Town will vote to amend the Town of Stoughton Zoning Bylaw November 18, 2015 as amended through May 15, 2024, as set forth below, with text to be inserted shown in **bold underline**, text to be deleted shown in bold **strikethrough**, with each item (A, B, C & D to be considered separate) or take any other action relative thereto.

A: SECTION 4.0 DIMENSIONAL AND DENSITY REGULATIONS

4.1.2 Table of Dimensional and Density Regulations. See Table of Dimensional and Density Regulations and Section 9.3.7 which are declared to be a part of this By-Law

DRAFT 1-30-25

Table of Dimensional and Density Regulations

District	Use	Minimum Lot Area (square feet) (12)	Minimum Lot Width (feet)	Minimum Lot Frontage (feet)	Minimum Lot Depth (feet)	Minimum Yard: Front (feet)	Minimum Yard: Side (feet)	Minimum Yard: Rear (feet)	Maximum Height (feet)	Maximum Stories (no.)	Maximum Building Area (%)	Minimum Open Space (%)
R-M	Multi-Family Apartment House Multi-Family Row House (Town House, Condominium) Two-Family Dwelling	12,000 per dwelling unit + 2,000 per bedroom per dwelling unit (7)	150 (5)	150 (5)	80	25	10(2)	30	40	4	30	30
R-M	Any other permitted use (5)		100	100								
RU (10)	Two-Family Dwelling	35,000 (7)	120	120	100	25	15(1)	40	35	2.5	30	50
	Single-Family Dwelling	25,000 (7)	80 (5)	80	80	25	15	40	35	2.5	30	50
	Any other permitted use	35,000 (7)	120 (6)	120	80	25	15	40	35	2.5	30	50
RC (10)	Any permitted use	40,000 (7)	100 (5)	100	120	35	15	40	35	3	25	50
RB (10)	Any permitted use	55,000 (7)	125 (5)	125	140	40	20	40	35	2.5	20	50
RA (10)	Any permitted use	55,000 (9)	150 (5)	150	180	40	20	50	35	2.5	20	50
GB	Any permitted use	10,000 (7)	50	50	75	15	5	30	40	3	70	10
NB	Any permitted use	10,000 (7)	50	50	75	15	5	30	30	2.5	50	20
HB	Hotel and Motel	20,000 + 3,000 per unit (7)	80	80	100	20	15	40	40	4	40	30
	Any permitted use	20,000 (7)	80	80	100	20	15	40	85 (8)	6 (8)	40	30
I	Any permitted use	80,000 (7)	125	150	125	25	20	40	40	4	50	25(3)

DRAFT 1-30-25

[Amended 4-3-1979 TM, Art. 27]

NOTES:

R-M Previous amendment voted 6-17-81, TM, Art. 16

R-8 Previous amendment voted 6-20-77, TM, Art. 4

R-30 Previous amendment voted 6-23-75, TM, Art. 19

(1) One side only for side-by-side dwelling units

(2) Semidetached row unit, outside only

(3) The requirements of Section 6.1.7 shall apply

(4) Amended 10-28-85 STM, Art. 24

(5) Amended 11-1-88 STM, Art. 8

(6) Amended 4-24-89 ATM, Art. 42

(7) Amended 11-12-96 STM, Art. 6

(8) Amended 5-5-97 STM, Art. 9 (ID 29)

(9) Amended 5-3-99 STM, Art. 1 (ID 1)

(10) Amended 5-3-99 STM, Art. 3 (ID 19)

(11) Amended 5-15-2024 ATM, Art. 47

(12) The portion of any lot that is delineated Wetland Areas may be used to meet or determine the area requirements of the underlying district in which the lot is situated, provided that the portion so utilized does not exceed twenty-five (25) percent of the minimum lot area required for the proposed use in the underlying district.

SECTION 7.0 SPECIAL RESIDENTIAL REGULATIONS

7.1.16 Stormwater Management. Stormwater management shall be consistent with the requirements for subdivisions set forth in the Rules and Regulations of the Planning Board **as well as Stormwater Management Bylaw Chapter 159 and Rules & Regulations for Stormwater Management.**

B: 9.1 AQUIFER PROTECTION OVERLAY DISTRICT

9.1.1 ~~Map of Aquifer Protection Areas. Certain areas consisting of aquifers and/or aquifer recharge areas including areas that through hydrogeologic testing are considered for potential public water supply, which are delineated on a map entitled "Town of Stoughton, Massachusetts Town-wide Hydrogeologic Study, Hydrogeologic Zone Delineations and Groundwater Protection Areas, Camp Dresser & McKee, Inc., Environmental Engineers, Cambridge, Massachusetts, Scale: 1"=1200", January 1993" and as it may be amended from time to time by vote of the Town Meeting. Said map is on file with the Office of the Town Clerk. The Aquifer Protection Overlay District is comprised of Zone II and Zone IIIA on the above-referred to map.~~

9.1.1 Map of Aquifer Protection Areas. Certain areas consisting of aquifers and/or aquifer recharge areas that are considered for public water supply, consisting of Wellhead Protection Areas (Zone I) as determined by the Massachusetts Department of Environmental Protection (MassDEP) Drinking Water Program and described in 310 CMR 22.02; Interim Wellhead Protection Areas (IWPA) as determined by MassDEP; Approved Wellhead Protection Areas (Zone II) as determined by MassDEP Drinking Water Program and described in 310 CMR 22.02. All areas described above are shown on the Town of Stoughton's online Geographic Information System. Copies of maps showing the limits of these areas are also on file at the Stoughton Engineering Department.

9.1.2 Regulations. Those uses ~~regulated or~~ prohibited within the Aquifer Protection Overlay District ~~are as follows: as set forth at entries B.15, D.15, D.18, and F.14 in the Table of Use Regulations.~~

1. Landfills and open dumps
2. Automobile graveyards and junkyards
3. Landfills receiving wastewater residuals and or septage, including those approved by MassDEP pursuant to MGL c. 21 s.26 through s.53, MGL c.111 s.17, and MGL c.83 s.6 and s.7;
4. facilities that generate, treat, store, or dispose of hazardous waste that are subject to MGL c.21C and 310 CMR 30.000, except for:
 - a. very small quantity generators as defined under 310 CMR 30.000;
 - b. household hazardous waste centers and events under 310 CMR 30.390;
 - c. waste oil retention facilities required by MGL c. 21, s.52A;
 - d. water remediation treatment works approved by MassDEP for the treatment of contaminated waters.
5. petroleum, fuel oil, and heating oil bulk stations and terminals including, but not limited to, those listed under North American Industry Classification System (NAICS) Codes 424710 and 454311, except for liquefied petroleum gas.

6. storage of liquid hazardous materials and/or liquid petroleum products unless such storage is above ground level and on an impervious surface and either:
 - a. in container(s) or above ground tank(s) within a building; or
 - b. outdoors in covered container(s) or above ground tank(s) in an area that has a containment system designed and operated to hold either; 10% of the total possible storage capacity of all containers or 110% of the largest container's storage capacity, whichever is greater.
however, these storage requirements shall not apply to the replacement of existing tanks or systems for the keeping, dispensing or storing of gasoline provided the replacement is performed in a manner consistent with state and local requirements;
7. storage of sludge and septage, unless such storage is in compliance with 310 CMR 32.30 and 310 CMR 32.31;
8. storage of deicing chemicals unless such storage, including loading areas, is within a structure designed to prevent the generation and escape of contaminated runoff or leachate;
9. storage of animal manure unless contained within a structure designed to prevent the generation and escape of contaminated runoff or leachate;
10. storage of commercial fertilizers unless such storage is within a structure designed to prevent the generation and escape of contaminated runoff or leachate;
11. stockpiling and disposal of snow and ice containing deicing chemicals brought in from outside the Aquifer Protection Overlay District;
12. treatment or disposal works subject to 314 CMR 5.00, for non-sanitary wastewater, including those activities listed under 310 CMR 15.004(6), except for: treatment works approved by MassDEP designed for the treatment of contaminated ground or surface water and operating in compliance with 314 CMR 5.05(3) or 5.05(13); and (2) publicly owned treatment works.
13. Motor vehicle light service station including the sale of gasoline.

9.1.3 The following uses will require a Special Permit from the Zoning Board of Appeals:

1. enlargement or alteration of existing uses that do not conform to the Aquifer Protection Overlay District;
2. except as prohibited under Section 9.1.2, activities that involve the handling of toxic or hazardous materials in quantities greater than those associated with normal household use and which are permitted in the underlying zoning district;
3. rendering impervious any lot or parcel more than 15% or 2,500 square feet, whichever is greater, unless artificial recharge, that will not degrade water quality, is provided using methods demonstrated to be capable of removing contaminants from stormwater and which are consistent with methods described in the Massachusetts Stormwater Handbook.
4. earth removal, consisting of the removal of soil, loam, sand, gravel, or any other earth material to within 4 feet of historical high groundwater as determined from

monitoring wells and historical water table fluctuation data compiled by the United States Geological Survey, except for excavations for building foundations, roads, utility works (including sanitary wastewater systems approved by the Board of Health), or wetland restoration work conducted in accordance with a valid Order of Conditions.

C: 2.3.1 Establishment. The Town is also hereby divided into the following overlay districts. See Section 9.0.

Flood Hazard, Wetlands, and Watershed Districts	FHWW
Aquifer Protection Overlay District	APOD
Wireless Communication Overlay District	WCOD
Floodplain Overlay District	FPOD
Solar Power Overlay District	SPOD
Medical Marijuana Treatment and Dispensing Facilities	MMOD
And Marijuana Cultivation Overlay District	

9.2 WETLANDS, FLOOD HAZARD AND WATERSHED DISTRICTS

9.2.1 Short Title. This Section shall be known as the "Wetlands Protection By Law" of the Town of Stoughton.

9.2.2 Purposes. The purposes of this Wetlands Protection By Law are:

- 1. To provide that the lands hereafter described in the Town of Stoughton, Massachusetts subject to seasonal or periodic flooding, shall not be used in such a manner as to endanger the health or safety of the occupants or neighbors thereof.**
- 2. To protect, preserve and maintain the water table and water recharge areas within the Town so as to preserve existing and potential public and private water supplies thereby assuring the public health and safety of the residents of the Town of Stoughton.**
- 3. To assure the continuation of the natural flow pattern of the water courses within the Town of Stoughton in order to provide adequate and safe floodwater storage capacity to protect persons and property against the hazards of flood inundation.**
- 4. To protect the community against costs and hazards to life, health and safety which may be incurred when unsuitable development occurs in watershed areas and in swamps, marshes, bogs, wet meadows, and other wetlands, along water courses, or in areas subject to floods.**
- 5. To protect existing property owners from damages arising out of the development of Watershed Areas, Flood Hazard Areas and Wetland Areas including damages consequent to the obstruction of flood run-off and consequent to the disruption of the natural water table resulting from the alteration of existing surface or subsurface water flows.**
- 6. To protect future property owners who, but for these regulations, would purchase, develop or use for residential, business, industrial or recreational purposes, areas subject to periodic damage by flooding.**
- 7. To protect the Town from individual choices in the use of land, which would likely require significant and extraordinary subsequent public expenditures for public works or disaster relief.**
- 8. To conserve in those areas not suitable for the purposes prohibited in this Section, natural condition, wildlife and open spaces for the general health, safety, and welfare of the public.**

9.2.3 Definitions. See Section 11, "Wetlands Protection By Law."

9.2.4 Use Regulations; Flood Hazard and Wetland Districts. The Flood Hazard and Wetlands Districts shall be considered as overlying other Zoning Districts. Any use permitted in the portions of the Zoning Districts so overlaid shall be permitted (subject to the applicable provision of paragraph C of this Section 4 of this Wetlands Protection By Law) in the Flood Hazard and Wetland Districts, provided that, except as herein otherwise specifically provided, no building or structure shall be erected, constructed, altered, enlarged or moved into or within, no dumping, paving, filling or earth transfer or relocation shall be permitted nor shall such Districts be used for any purpose except the following which shall be allowed only to the extent permitted in the underlying Zoning District and subject to all other applicable Town By Laws and to all federal, state, or local regulations governing construction in Flood Hazard or Wetland Areas or otherwise pertaining to the proposed use:

1. Conservation of water, plants and wildlife.
2. Wildlife management areas, foot, bicycle and/or horse paths.
3. Farming, including truck gardening, forestry nurseries, and harvesting of crops, provided that such activities are more distant than ten feet from the normal high water mark for the month of April of any stream, brook, or other waterway.
4. Grazing of livestock.
5. Routine operation, maintenance and cleaning of existing dams, culverts, drainage, ditches, streams, rivers, ponds, lakes, and other waterways and water-control devices, subject to state and local laws.
6. Temporary alteration of water levels and drainage and storage patterns for emergency reasons subject to the emergency procedures set forth in Section 40 of Chapter 131 of the Massachusetts General Laws or any successor statute thereto.
7. Outdoor recreation, including play areas, nature study, boating, fishing and hunting where otherwise legally permitted, but excluding buildings or accessory buildings except as otherwise herein permitted.
8. Structure (whether located in or outside of wetland or Flood Hazard Districts) lawfully existing prior to the adoption of this Wetlands Protection By Law (hereafter "pre-existing structures") including enlargement and/or extension thereof, into Flood Hazard or Wetland Districts and the maintenance and reconstruction thereof, or construction of accessory structures to such pre-existing structures, provided that such construction, reconstruction, or alterations within the Flood Hazard or Wetland Districts shall not increase the area of ground coverage in the Flood Hazard or Wetland Districts of the pre-existing structures and such accessory structures considered in the aggregate by more than 40% over the area (whether such area was located in or outside of the Wetland or Flood Hazard District) which was covered by the pre-existing structures.
9. Septic systems lawfully existing within Wetland and Flood Hazard Districts prior to the adoption of this Wetlands Protection By Law, including maintenance, reconstruction, enlargement and/or extension thereof. Nothing herein shall prohibit the enlargement and/or extension into a Flood Hazard District of septic

~~systems lawfully existing wholly or partially outside of the Flood Hazard District at the time of the adoption of this Wetlands Protection By-Law.~~

- ~~10. The construction, reconstruction, enlargement or extension of paved play areas, tennis courts, driveways, swimming pools, and the like incidental to a residential structure lawfully existing prior to the adoption of this Wetlands Protection By-Law.~~
- ~~11. The construction, installation and maintenance by a private contractor pursuant to an approved subdivision plan or by public utilities or by the Town of Stoughton of public or municipal utilities including, without limitation, storm and sanitary sewers, sewer connecting lines (by a contractor approved by the Town of Stoughton except in a subdivision that is under covenant or bond), pumping stations, water and gas lines, electric transmission lines and telephone lines, provided that subsequent to the completion of such work the pre-existing water storage and flowage characteristics of the land are approximately restored.~~
- ~~12. The placement of signs, provided such signs do not affect the natural flow pattern of any water course.~~
- ~~13. Temporary stands for refreshment or for the sale of produce grown on the premises.~~
- ~~14. Temporary location of carnivals, fairs, circuses, arts and crafts displays, flea markets, concerts, and similar recreational and educational uses.~~
- ~~15. Any of the following uses if a special permit is, in each case, obtained from the Board of Appeals provided that subsequent to the completion of such work the pre-existing water storage and flowage characteristics of the land are approximately restored:~~
 - ~~a. Greens and fairways for golf courses.~~
 - ~~b. Range area for rifle or archery clubs.~~
- ~~16. Bridges, causeways, elevated walkways or access roads ancillary to permitted or permissive uses within or near the underlying Zoning Districts upon special permit from the Board of Appeals; provided that subsequent to the completion of such work, the pre-existing water storage and flowage characteristics of the land are approximately restored.~~
- ~~17. Construction of ponds, retention ponds, dams, and relocation of waterways, provided that a special permit is obtained from the Board of Appeals which special permit may only be granted upon a clear showing by the Applicant that the conditions set forth in this Wetlands Protection By-Law and all of the following conditions shall have been satisfied:~~
 - ~~a. The instantaneous overflow from such pond, retention pond, waterway, or dam (without the need for adjustment or manual control) during a 100-Year Storm, measured at the boundary of the Applicant's property, will not be greater than the instantaneous outflow as it would have been during such storm at such boundary prior to the construction of such pond, retention pond, waterway, or dam.~~
 - ~~b. The area inundated by such pond, retention pond, waterway, or dam, during normal conditions and during a 100-Year Storm shall not exceed the limits of~~

~~the Applicant's property or such other limits as the Applicant shall have the right by valid instrument to flood.~~

- ~~e. Such normal and 100 Year inundation shall not cause other structures including existing septic systems or other uses to be brought within 25 feet (or such greater distance as may be required by law) of such inundated area.~~
- ~~d. The course of the run-off from said pond, retention pond, waterway, or dam shall be unaltered downstream of the Applicant's property subsequent to the construction of such pond, retention pond, waterway or dam except as affected landowners, downstream, may otherwise agree in writing.~~
- ~~e. The ground water table in the area surrounding the pond, retention pond, waterway, or dam shall not be altered to the detriment of neighboring landowners, whether or not the lands of such owners abut the property of the Applicant.~~
- ~~f. Except as herein otherwise provided the construction, location, capacity, and outflow of the pond, retention pond, waterway, or dam shall not be inconsistent with the overall drainage plan of the Town of Stoughton as it applies to the area in which the Applicant's property is located.~~
- ~~g. Under normal and low flow conditions, the instantaneous outflow from the proposed pond, retention pond, waterway or dam measured at the boundary of the Applicant's property will be (without the need for adjustment or manual control) approximately equivalent to the instantaneous outflow at such point under similar conditions prior to the construction of such pond, retention pond, waterway or dam, and~~
- ~~h. The pond, retention pond, waterway or dam shall otherwise be constructed in accordance with applicable federal, state or local laws pertaining to the construction, maintenance and operation of man-made dams, ponds, retention ponds or waterways.~~

9.2.5 Use Regulations; Watershed Districts. The Watershed Districts shall be considered as overlying other Zoning Districts and may be used to the extent permitted in the Underlying Zoning District, provided that, except to the extent permitted in Flood Hazard and Wetland Districts, no new buildings or structures shall be erected, constructed, altered, enlarged or moved into or within, and no dumping, paving, filling or earth transfer or relocation shall be permitted in the Watershed Districts (except as permitted Flood Hazard or Wetland Districts) within 25 feet of a Flood Hazard or Wetland Area and all uses in such Watershed Districts shall be subject to the applicable conditions of this Section and subject to the restrictions on use in the underlying Zoning District and all other restrictions in any other applicable Town By-Laws and regulations.

9.2.6 Special Conditions on Otherwise Permitted Uses in Flood Hazard, Wetland and Watershed Districts. In Flood Hazard, Wetland and Watershed Districts the following special conditions shall also apply:

- ~~1. All structures approved for construction within any Watershed District and required by law to be served by sanitary facilities or which are, in fact, to be served by such facilities, shall be connected to the Town's sewerage system, shall~~

~~be connected to suitable self-contained and closed sanitary systems which do not permit seepage or percolation into the soil, or shall be connected to a Board of Health approved on-lot subsurface septic system that is not within 25 feet (or such greater distance as may be required by law) of a Flood Hazard or Wetland District.~~

- ~~2. All drainage in any Flood Hazard, Wetland or Watershed District shall comply with the regulations of the Stoughton Conservation Commission and the Board of Selectmen acting as sewerage and drainage Commissioners.~~
- ~~3. The portion of any lot within the Flood Hazard or Wetland Districts may be used to meet or determine the area requirements for the underlying district in which the lot is situated, provided that the portion so utilized does not exceed twenty-five (25) percent of the minimum lot area required for the proposed use in the underlying district.~~
- ~~4. The entire portion of any lot within a Watershed District may be used to meet or determine the area requirements for the underlying district in which the lot is situated.~~
- ~~5. Portions of Flood Hazard Districts and Watershed Districts overlying industrially zoned land may be filled, paved or otherwise altered and may thereafter be used for any purpose permitted in the underlying industrial district provided that this sub-paragraph (v) shall not apply to any use allowed under Section 4.(viii) and further provided that all of the following conditions are met:
 - ~~a. The tract consists of twenty (20) or more contiguous acres, all of which is zoned for industrial uses;~~
 - ~~b. The tract is under the ownership or control of the Applicant;~~
 - ~~c. No more than 20% of the Flood Hazard District within the tract is filled, paved, or otherwise altered and any portion that is so filled, to the extent that it is thereafter above the adjacent Flood Hazard Area, shall not thereafter be considered as part of the Flood Hazard Districts for the purposes of this Wetlands Protection By Law; provided that any portion of a tract of land that shall have been used at any time to compute the 20% area of a larger tract within which said portion was contained may not later be used again to compute the 20% area of any other tract to be further filled, paved, or otherwise altered under this sub-paragraph (v) whether or not such previously considered portion is later included in a lot subdivided from said larger tract even if such subdivided lot otherwise meets the requirements of this sub-paragraph (v).~~
 - ~~d. No building, paving or other construction occurs within 25 feet of the boundary between the fill permitted hereunder and the adjacent Flood Hazard or Wetland District.~~
 - ~~e. Ponds, retention ponds, dams and the relocation of waterways, are constructed or effected in accordance with the provisions of Section 4.A.(xvii) of this Wetlands Protection By Law to assure that the water table on and the run-off of water from the tract, the retention of water on the tract, and the flood level at each point on the tract and on nearby tracts are substantially the same under 100-Year Flood, normal and low flow conditions as they were prior to~~~~

such filling, paving or other alteration and construction.

- f. In Zones A1-30 and AE, along watercourses that have a regulatory designation on the Stoughton FIRM or Flood Boundary & Floodway Map, encroachments are prohibited in the regulatory floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.
6. Review all subdivision proposals to assure that:

 - a. Such proposals minimize flood damage;
 - b. All public utilities and facilities are located and constructed to minimize or eliminate flood damage; and
 - c. Adequate drainage is provided to reduce exposure to flood hazards.

9.2.7 Administration; Building Inspector. Upon written application by an Applicant for a building permit, the Building Inspector shall determine whether the tract identified in the application and shown on an accompanying plot plan lies within the Flood Hazard, Wetland or Watershed Districts, or, alternatively, is exempt from the provisions of this Wetlands Protection By-Law.

1. If the Building Inspector is satisfied that the tract does not lie, in whole or in part, within such Districts or is otherwise exempt from the provisions of this Wetlands Protection By-Law, the provisions of this Wetlands Protection By-Law shall not thereafter apply to the application.
2. If the Building Inspector is in doubt as to whether or not the tract lies, in whole or in part, within such Districts or is exempt from the provisions of this Wetlands Protection By-Law, he may request such further information of the Applicant as he may reasonably require to make his determination. Subsequent to a determination by the Building Inspector that any portion of the tract identified in the application lies within the Flood Hazard, Wetland or Watershed Districts or is subject to the provisions of this Wetlands Protection By-Law the Building Inspector shall not issue a building permit unless he has determined that:

 - a. The proposed use of the tract, any part of which is located within a Flood Hazard, Wetland or Watershed District, is shown by the Applicant to comply strictly with the uses and area restrictions permitted or required in such Districts under Sections 4.A., 4.B., and 4.C. above; and
 - b. The proposed uses otherwise comply with the provisions of this Zoning By-Law and with any other local, state or federal laws, regulations or ordinances the enforcement of which is the responsibility of the Building Inspector.
3. If the Building Inspector shall determine that no approvals, special permits or variances are required by the Applicant under this Wetlands Protection By-Law, he shall so indicate in writing on the Plan and by letter to the Applicant and all other required approvals may thereafter be sought by the Applicant including without limitation any approvals which may be required under State Wetland Protection Laws, without regard to this Wetlands Protection By-Law.
4. In all other instances relative to this Wetlands Protection By-Law, the Building Inspector shall promptly notify the Applicant by certified mail, return receipt

~~requested, that this By Law prohibits the contemplated use, and shall advise the Applicant of his right to appeal the Building Inspector's decision to the Zoning Board of Appeals.~~

9.2.8 Administration; Zoning Board of Appeals.

- ~~1. Appeals and Special Permits. An appeal may be taken to the Zoning Board of Appeals by any Applicant aggrieved by a decision of the Building Inspector and a special permit may be sought under this Wetlands Protection By-Law which appeal and/or application for Special Permit shall be instituted and prosecuted before such Board in accordance with the requirements of law and with applicable rules and regulations of such Board. Upon receipt of notice of appeal and/or applications for special permit the Board of Appeals shall order a public hearing as to which there shall have been no less than fourteen (14) nor more than thirty (30) days prior notice in a newspaper in general circulation in the Town of Stoughton (or such other notice and posting as shall be required by law) and, after such hearing, the Board of Appeals may grant the relief hereafter set forth in this Section 6 and such other relief as it may have the authority to grant under applicable law. Appeals and Applications for Special Permits may be prosecuted simultaneously provided that the required notice shall have been satisfied and if such requirements are conflicting, the most severe requirement shall have been satisfied.~~
- ~~2. Appeals Claiming Improper Designation. An Aggrieved Applicant may appeal to the Board of Appeals from a decision of the Building Inspector that all or any portion of the Applicant's land is subject to this Wetlands Protection By-Law notwithstanding the classification of all or any portion of such land on the Wetland Map as being within a Wetland, Flood Hazard or Watershed District. In addition, if, and to the extent permitted by law, any person who owns or controls any land within a Wetland, Flood Hazard or Watershed District, may appeal such designation to the Zoning Board of Appeals under this Section 6.B., without having first to go to the Building Inspector for a building permit or to any other Board or Town Officer seeking permission for a special use. After a hearing as required herein, the Board of Appeals may grant permission for any uses on that portion of the Applicant's land shown by the Applicant not to be in a Wetland, Flood Hazard, or Watershed Area; provided that such uses shall be consistent with this Wetlands Protection By-Law to the extent that all or any portion of such land continues to be classified as a Wetland, Flood Hazard or Watershed District and provided further that the Applicant shall have demonstrated that all of the following four conditions have been satisfied:~~

 - ~~a. The request shall have been referred by the Applicant, along with a copy of the site plan to the Board of Selectmen, the Planning Board, the Board of Health, the Conservation Commission, and the Landscape Review Board and shall have been reported upon by all five Boards or thirty (30) days shall have elapsed following such referral without receipt by the Board of Appeals of such reports; and~~
 - ~~b. The land or the designated portion thereof shall have been shown by the Applicant not to be a Wetland, Flood Hazard or Watershed Area (notwithstanding the fact that the land or the designated portion thereof is~~

~~shown on the Wetland Map to lie within a Wetland, Flood Hazard, or Watershed District) in whole or in sufficient part to permit the contemplated use. Such showing by the Applicant shall be on the basis of engineering, hydrological and topographical conditions determined by reference to the Engineering Presumption set forth in this Wetlands Protection By-Law, and should include an analysis of the vegetation on the land in accordance with the definitions in Chapter 818 of the Acts of 1974; and~~

- ~~e. The proposed use, if any, will not be detrimental to the public health, safety, or welfare nor will it be inconsistent with the purposes of this Wetlands Protection By-Law; and~~
- ~~d. The proposed use, if any, will comply in all respects with all applicable zoning and other provisions within the jurisdiction of the Board of Appeals which govern uses in the underlying Zoning District or Districts, and shall comply with applicable provisions herein pertaining to uses in Flood Hazard, Wetland, and Watershed Districts to the extent that all or any portion of such land continues to be classified as a Wetland, Flood Hazard, or Watershed District.~~
- ~~3. Application for Special Permits. An applicant may apply to the Board of Appeals for a Special Permit for any use which is permitted in this Wetlands Protection By-Law only by Special Permit which application shall be instituted and prosecuted before such Board in accordance with the requirements of law and applicable rules and regulations of such Board. Applicants for Special Permits hereunder shall submit to the Board of Appeals all of the data, drawings, site plans, maps, calculations and information set forth in this Wetlands Protection By-Law and shall be entitled to a Special Permit, subject to such conditions as the Board of Appeals shall deem appropriate and may lawfully impose, upon demonstration:~~
 - ~~a. That the all conditions set forth in this Section 6 shall have been satisfied and~~
 - ~~b. That through the use of the engineering techniques set forth herein. The construction or institution of the proposed use will not result in increased seepage or increased or decreased run-off into adjacent Flood Hazard or Wetland Areas or in contamination of existing or proposed waterways or in an alteration of the water table in the Applicant's Land or in neighboring or nearby tracts of land.~~
 - ~~c. That the proposed use fulfills the conditions set forth in this Section.~~
- ~~9.2.9 Required Submittals for Appeals and Special Permits. An applicant for a special permit or a person appealing from an improper designation of his land shall submit to the Board of Appeals at the time of such appeal or application for special permit, all of the data, drawings, site plans, maps, calculations and information hereafter set forth as well as such other relevant information as the Board of Appeals may reasonably require of the Applicant along with such additional material as the Applicant may desire to present to such Board:~~
 - ~~1. Location Plan. A location plan at a scale of 1 inch = 600 feet showing the area to be developed, lot lines within which the development is proposed, and tie-in to the nearest road intersection.~~

2. ~~Site Plan. A site plan at a scale of 1 inch = 40 feet prepared by a registered land surveyor and a registered professional engineer. Eight copies (or such other number as the Town Clerk may require) of the site plan shall be submitted to the Town Clerk who will distribute a copy to the Building Department, the Engineering Department, the Board of Selectmen, the Zoning Board of Appeals, the Planning Board, the Board of Health, the Landscape Review Board, and the Conservation Commission and such plan shall show at least the following: except that, in the case of an Applicant who is appealing from an alleged improper designation of his land without first having applied for a building permit (if such appeal is permitted by law) the site plan required hereunder need not include information with respect to the proposed location, size and configuration of improvements, alterations or proposed activities on the land nor need it include any other information otherwise required herein under which pertains only to a specifically proposed use~~

a. ~~The location, boundaries and dimensions of each lot in question.~~

b. ~~Present and proposed contours of the entire site and affected adjacent areas. Generally, two-foot contours will be satisfactory. In comparatively level terrain where contours are more than 100 feet apart, the contours shall be supplemented with spot elevations. Such spot elevations shall be spaced no greater than 100 feet apart in each direction to form a rectangular grid. Wherever interpolation of the contours will not show correct elevations such as summits, depressions, ditches, swales, saddles and road intersections, spot elevations shall be shown. Elevations shall refer to the U.S.G.S. base and the bench mark used shall be noted.~~

c. ~~All brooks, creeks, streams, ponds, lakes and wetlands (or any bank, flat, marsh, meadow or swamp bordering such area), whether continuous or intermittent, natural or man-made, should be delineated, if they affect the site or will be affected by the proposed changes in the site.~~

d. ~~Present and proposed location of waterways or other alterations.~~

e. ~~Present and proposed location, elevation, size, and invert of all sewers, drains, ditches, culverts, and other drainage or waste water conductors immediately upstream and downstream of the site.~~

f. ~~Location, extent and area of all present and proposed structures and paved areas.~~

g. ~~Locations and elevation of the basement floor, sub-basement floor, and first floor and elevation of the top of the foundation walls of all present and proposed structures.~~

h. ~~Location of any existing and proposed underground utilities, rights-of-way or easements.~~

i. ~~The location and type of existing and proposed sanitary sewerage facilities.~~

j. ~~An estimate of the maximum ground water elevation usually occurring between the months of December through April based upon at least one sample including calendar dates of such samples.~~

k. ~~Location of areas where earth is proposed to be removed, dredged, filled,~~

~~temporarily stored, or otherwise altered in any way along with volumes of material so altered in each area and areas to be left untouched.~~

- ~~l. Erosion and Sedimentation prevention plans for both during and after construction.~~
- ~~m. Soil characteristics in representative portions of the site, including depth of peat and muck in wetlands. Sampling sites shall be specified.~~
- ~~n. Cross sections showing slope, bank and bottom treatment of each water course to be altered. Locations of cross sections shall be specified.~~
- ~~o. Location of proposed water retention areas.~~
- ~~p. All calculations necessary to show the effect of the proposed activity on drainage, soil, and water.~~
- ~~q. A general description of the vegetation on the land.~~

~~9.2.10 Conservation Commission. Nothing herein shall limit the authority obligations and duties of the Stoughton Conservation Commission or any successor thereto under the provisions of Section 40 of Chapter 131 of the Massachusetts General Laws including any amendments or successor statutes thereto.~~

~~9.2.11 Extent of Section. The provisions of this Section are not intended to repeal, amend, abrogate, annul, or interfere with any lawfully adopted by-laws, covenants, regulations or rules of the Town of Stoughton. Where this Section imposes greater restrictions, however, the provisions of this Section shall govern to the extent permitted by law.~~

11.1 Word Usage; Terms Defined

~~WETLANDS PROTECTION BY LAW: The following definitions shall apply under Section 9.2.~~

~~**FLOOD HAZARD/WETLAND/WATERSHED MAPS OF THE TOWN OF STOUGHTON:** Those maps entitled, "Flood Hazard/Wetlands/Watershed Maps, Town of Stoughton, Massachusetts, dated October 1976, revised December 3, 1976" (hereinafter "Official Maps") which have been prepared by C. E. Maguire, Inc., and which consist of one hundred and one (101) individual maps drawn to the scale of one inch equals one hundred (100) feet and an index sheet which are incorporated as a part of this By-Law and the Federal Flood Insurance Rate Map and Flood Boundary and Floodway Map, Town of Stoughton, Massachusetts, Norfolk County Community Panel Numbers - 250253 0001; 250253 0001B; 250253 0002; 250253 0002B; 250253 0004; 250253 0004B; whichever map being the more restrictive in any particular area shall govern for that area and which shall be kept by the Building Inspector and copies in the office of the Town Clerk of the Town of Stoughton and shall be certified by the Town Clerk of the Town of Stoughton as being true and complete copies of said Wetlands Maps as adopted by the Town Meetings as the same may from time to time be amended or updated by action of the Town Meeting through the process required by law for the adoption of Zoning By-Law changes. All references in this Wetlands Protection By Law to "Wetlands Maps" shall be deemed to be referenced to the "Official Maps" unless the context~~

~~otherwise specifically requires. Adopted by action of Annual Town Meeting, April 26, 1982, Article #48.~~

INFORMATIONAL FLOOD HAZARD/WETLAND/WATERSHED MAP: For the convenience of those persons who wish to obtain copies of a map which, with reasonable accuracy, delineates the Flood Hazard, Wetland, and Watershed Districts of the Town of Stoughton the Building Inspector and the Town Engineer shall prepare and have available for inspection and for copying (at the expense of the person requesting such copying) a single map of the entire Town of Stoughton which shall be drawn to a scale of one inch equals six hundred (600) feet and which shall indicate, with as much accuracy as such scale will permit, all of the Flood Hazard, Wetland and Watershed Districts indicated on the Official Maps. In addition, the Building Inspector and the Town Engineer may prepare for general circulation and for convenience of reference only such other copies of the Official Maps and the Informational Map drawn to such other scales, as they shall deem necessary or appropriate.

WATERSHED AREAS: Watershed Areas are defined as all areas in the Town of Stoughton which border and lie within 100 feet of Flood Hazard Areas, Wetland Areas, rivers, brooks, lakes, ponds or stream systems.

APPLICANT: An Applicant shall be a prospective purchaser who shall have signed a binding purchase and sales agreement for a Landowner's property or a Landowner or the duly appointed agent or representative of such Landowner or prospective purchaser and who shall have applied for a building or special permit, or a variance, or who shall have taken any other action under or pertaining to this Wetlands Protection By-Law.

WETLAND, FLOOD HAZARD AND WATERSHED DISTRICTS: The Wetland, Flood Hazard, and Watershed Districts are designated on the Wetlands Maps. These Districts have been delineated after careful study and represent as accurately as possible the Wetland, Flood Hazard, and Watershed Areas in the Town of Stoughton.

EXCLUDING FLOOD HAZARD, WETLAND, AND WATERSHED DISTRICTS: All Flood Hazard, Wetland, and Watershed Districts, designated on the Official Maps which meet the following size and configuration specifications have been marked through with an "X". These Districts are not subject to the provisions of this Wetlands Protection By-Law and may be used for any purpose permitted in the underlying Zoning District in which they are located. Such excluded Districts are isolated Flood Hazard and Wetland Districts which comprise an aggregate surface area of 10,000 square feet or less computed by adding the total surface areas of all such isolated Flood Hazard and Wetland Districts which lie within a continuous Watershed District, and those isolated Industrial Zoned Wetland Districts within a continuous Watershed District that do not exceed an area of 4,500 square feet and are no closer than 100 feet to a Flood Hazard District or Wetland District. Notwithstanding the foregoing, no Flood Hazard or Wetland District is excluded from the provisions of this Wetlands Protection By-Law if it is part of a stream, creekbed, brook, river, or other waterway. Furthermore, such excluded Districts are still subject to any other federal, state or local laws governing activities in Flood

Hazard, Wetland and Watershed Areas.

~~**DRAINAGE REPORT:** The term "Drainage Report" shall mean the report entitled "Update of 1963 Report on Drainage Facilities for Stoughton, Massachusetts, Section 1", dated October, 1976 as amended through December 30, 1976, and as adopted by the Board of Selectmen on April 12, 1977, and prepared by C. E. Maguire, Inc., Architects and Engineers, which is incorporated as a part of this By Law. The master copy of the Drainage Report shall be kept by the Building Inspector and shall be certified by the Town Clerk as being a true and complete copy as adopted by the Town Meeting. Any changes or updates to such Drainage Report shall be incorporated into this Wetlands Protection By Law only through the process required by Law for adoption of Zoning By Law changes.~~

~~**ENGINEERING PRESUMPTION:** The term "Engineering Presumption" shall mean that there shall be a strong presumption that the formulae, assumption, constants, theories and engineering approaches incorporated directly or by reference in the Drainage Report including, without limiting the generality of the foregoing, the assumptions pertaining to the intensities and durations of 100-Year Storms, Co-efficients of Run-Off, Time of Concentration, Flow in Conduits, Flow in Open Channels, Friction Co-efficients and Drainage Areas are correct and complete and produce accurate results when applied to problems involving the movement and storage of water along or under the surface of the ground. The term shall mean further that an Applicant shall be able to rebut this presumption of accuracy only by a showing, using competent engineering data, that it is more likely than not that the use of formulae, assumptions, constants, theories and engineering approaches other than those which are given the benefit of the Engineering Presumption herein, will produce more accurate results than those which have the benefit of such presumption.~~

D: 9.7 FLOODPLAIN OVERLAY DISTRICT (FPOD)

9.7.1 Purpose. The purpose of the Floodplain Overlay District (FPOD) is to:

1. Ensure public safety through reducing the threats to life and personal injury;
2. Eliminate new hazard to emergency response officials;
3. Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding;
4. Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding;
5. Eliminate costs associated with the response and cleanup of flooding conditions; and
6. Reduce damage to public and private property resulting from flooding waters.

9.7.2 FPOD Boundaries; Base Flood Elevation; Floodway Data. The District shall include all special flood hazard areas designated as Zone A and AE as shown on those maps entitled, "Flood Insurance Rate Map (FIRM) of Norfolk County, Massachusetts prepared by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The Maps consist of a Map Index Map Number 25021CIND0A and 13 individual Map Panels drawn at 1" = 500' as Panel numbers, 25021C0194E, 25021C0212E, 25021C0213E, 25021C0214E, 25021C0216E, 25021C0218E, 25021C0357E, 25021C0359E, 25021C0376E, 25021C0377E, 25021C0378E, 25021C0379E, and 25021C0381E dated July 17, 2012. Such maps shall be kept by the Building Commissioner and copies in the office of the Town Clerk of the Town of Stoughton and shall be certified by the Town Clerk of the Town of Stoughton as being true and complete copies of said FIRM, and as the same may from time to time be amended or updated by action of the Town Meeting through the process required by law for the adoption of Zoning Bylaw changes. All references in this section of the Bylaw to "Maps" shall be deemed to be referenced to the FIRM unless the context otherwise specifically requires.

1. The exact boundaries of flood hazard areas may be defined by the 100 year base flood elevations shown on the FIRM and further defined by the Norfolk County Flood Insurance Study (FIS) report dated July 17, 2012. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Engineering Department, Building Commissioner and Conservation Commission.

9.7.3 Definitions. See Section 11 "Floodplain Overlay District."

9.7.4 Permitted Uses. The following uses are of low flood damage potential and cause no obstructions to flood flows and, are therefore, encouraged, provided they are permitted in the underlying district and they do not require structures, fill, or storage of materials or equipment:

1. Agricultural uses such as farming, grazing, truck farming, horticulture, etc;
2. Forestry and nursery uses;

3. ~~Outdoor recreational uses, including fishing, boating, play areas, etc;~~
4. ~~Conservation of water, plants and wildlife;~~
5. ~~Wildlife management areas and foot, bicycle and/or horse paths;~~
6. ~~Temporary non-residential structures used in connection with fishing, growing, harvesting, storage, or sale of crops raised on the premises;~~
7. ~~Building lawfully existing prior to the adoption of these provisions.~~

9.7.5 Other Use Regulations.

1. ~~In Zone AE, along watercourses that have a regulatory floodway designated within the Town of Stoughton on the Norfolk County FIRM, encroachments are prohibited in the regulatory floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.~~
2. ~~All subdivision proposals must be designed to assure that:~~
 - a. ~~Such proposals minimize flood damage;~~
 - b. ~~All public utilities and facilities are located and constructed to minimize or eliminate flood damage; and~~
 - c. ~~Adequate drainage is provided to reduce exposure to flood hazard.~~

9.7.6 Base Floodway and Flood Elevation Data.

1. ~~Floodway Data. In Zones A and AE, along watercourses that have had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in the floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.~~
2. ~~Base Flood Elevation Data. Base flood elevation data is required for subdivision proposals or other developments greater than 50 lots or 5 acres, whichever is the lesser, within unnumbered A zones.~~

9.7.7 Notification of Watercourse Alteration. ~~In a riverine situation, the Zoning Board of Appeals shall notify the following of any alteration or relocation of a watercourse:~~

1. ~~Adjacent Communities;~~
2. ~~NFIP State Coordinator, Massachusetts Department of Conservation and Recreation, 251 Causeway Street, Suite 600-700, Boston, MA 02114-2104; and~~
3. ~~NFIP Program Specialist, Federal Emergency Management Agency, Region 1, 99 High Street, 6th Floor, Boston, MA 02110.~~

9.7.8 Reference to Existing Regulations. ~~All developments in the District, including structural and non-structural activities, whether permitted by right or by special permit, must be in compliance with Chapter 131, Section 40 of the Massachusetts General Laws and with the following:~~

1. ~~Sections of the Massachusetts State Building Code which address floodplain and coastal high hazard areas (currently 780 CMR) which address flood plain and~~

~~coastal construction;~~

- ~~2. Wetlands Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00) and as adopted by the Stoughton Conservation Commission;~~
- ~~3. Inland Wetlands Restriction, DEP (currently 310 CMR 13:00);~~
- ~~4. Minimum requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5);~~
- ~~5. All applicable provisions of the Stoughton Bylaw and maps that form a part of such Bylaw.~~

~~Any variances from the provisions and requirements of the above referenced state and/or local regulations may only be granted in accordance with the required variance procedures of these regulations.~~

~~9.7.9 Interpretation. To the extent that different requirements for flood hazard areas are set forth in Section 9.2, the provisions of this section 9.7 shall control.~~

9.2 FLOODPLAIN OVERLAY DISTRICT (FPOD)

9.2.1 Purpose. The purpose of the Floodplain Overlay District (FPOD) is to:

- 1. Ensure public safety through reducing the threats to life and personal injury;**
- 2. Eliminate new hazard to emergency response officials;**
- 3. Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding;**
- 4. Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding;**
- 5. Eliminate costs associated with the response and cleanup of flooding conditions; and**
- 6. Reduce damage to public and private property resulting from flooding waters.**

9.2.2 FPOD Boundaries; Base Flood Elevation; Floodway Data. The Floodplain Overlay District is herein established as an overlay district. The District includes all special flood hazard areas designated on the Town of Stoughton Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency for the administration of the National Flood Insurance Program, dated July 8, 2025. These maps indicate the 1%-chance regulatory floodplain. The exact boundaries of the District shall be defined by the 1%-chance base flood elevations shown on the FIRM and further defined by the Flood Insurance Study (FIS) report dated July 8, 2025. The effective FIRM and FIS reports are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Engineering Department, Building Commissioner, and Conservation Commission.

9.2.3 The Town of Stoughton hereby designates the position of Building Commissioner to be the official floodplain administrator for the Town.

9.2.4 The Town of Stoughton requires a Special Permit from the Zoning Board of Appeals for all proposed construction or other development in the Floodplain Overlay District, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving, and other development that might increase flooding or adversely impact flood risks to other properties.

9.2.5 The Town of Stoughton's permit review process includes the requirement that the proponent obtain all local, state and federal permits that will be necessary in order to carry out the proposed development in the Floodplain Overlay District. The proponent must acquire all necessary permits and must demonstrate that all necessary permits have been acquired.

9.2.6 Definitions. See Section 11 "Floodplain Overlay District."

9.2.7 Permitted Uses. The following uses are of low flood damage potential and cause no obstructions to flood flows and, are therefore, encouraged, provided they are permitted in the underlying district and they do not require structures, fill, or storage of materials or equipment:

1. **Agricultural uses such as farming, grazing, truck farming, horticulture, etc;**
2. **Forestry and nursery uses;**
3. **Outdoor recreational uses, including fishing, boating, play areas, etc;**
4. **Conservation of water, plants and wildlife;**
5. **Wildlife management areas and foot, bicycle and/or horse paths;**
6. **Temporary non-residential structures used in connection with fishing, growing, harvesting, storage, or sale of crops raised on the premises;**
7. **Buildings lawfully existing prior to the adoption of these provisions.**

9.2.8 Floodway Encroachment

1. **In Zones A, A1-30, and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.**
2. **In Zone A1-30 and AE, along watercourses that have a regulatory floodway designated within the Town of Stoughton on the Norfolk County FIRM encroachments are prohibited including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.**
3. **All subdivision proposals and development proposals in the Floodplain Overlay District must be designed and reviewed to assure that:**

- a. Such proposals minimize flood damage;
- b. All public utilities and facilities are located and constructed to minimize or eliminate flood damage; and
- c. Adequate drainage is provided to reduce exposure to flood hazard.

9.2.9 Base Floodway and Flood Elevation Data.

1. Floodway Data. In Zones A and AE, along watercourses that have had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in the floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.
2. Base Flood Elevation Data. Base flood elevation data is required for subdivision proposals or other developments greater than 50 lots or 5 acres, whichever is the lesser, within unnumbered A zones.

9.2.10 Unnumbered A Zones: In A Zones, in the absence of FEMA Base Flood Elevation data and floodway data, the building department will obtain, review, and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, substantial improvements, or other development in Zone A and as the basis for elevating residential structures to or above base flood level, for flood proofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways.

9.2.11 AO and AH zones drainage requirements: Within Zones AO and AH on the FIRM, adequate drainage paths must be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

9.2.12 Base flood elevation data for subdivision approvals: When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

9.2.13 Recreational Vehicles: In A, A1-30, AH, AE, V1-30, VE and V Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days of be fully licensed and highway ready.

9.2.14 Notification of Watercourse Alteration. In a riverine situation, the Building Commissioner shall notify the following of any alteration or relocation of a watercourse:

1. Adjacent Communities, especially upstream and downstream;
2. Bordering States, if affected;
3. NFIP State Coordinator, Massachusetts Department of Conservation and Recreation,
4. NFIP Program Specialist, Federal Emergency Management Agency, Region 1.

9.2.15 Requirement to submit new technical data: If the Town of Stoughton acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town of Stoughton will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the changes. Notification shall be submitted to:

- 1. NFIP State Coordinator, Massachusetts Department of Conservation and Recreation,**
- 2. NFIP Program Specialist, Federal Emergency Management Agency, Region 1.**

9.2.16 Variances to Building Code Floodplain Standards

- 1. The Town of Stoughton will request from the Massachusetts Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance and will maintain this record in the community's files.**
- 2. The Town of Stoughton shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (i) the issuance of a variance to construct the structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.**
- 3. Such notification shall be maintained with the record of all variance actions for the referenced development in the floodplain overlay district.**

9.2.17 Variances to local Zoning Bylaws related to community compliance with the National Flood Insurance Program (NFIP): A variance from these floodplain bylaws must meet the requirements set out by State law, and may only be granted if: 1) Good and sufficient cause and exceptional non-financial hardship exist; 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and 3) the variance is the minimum action necessary to afford relief.

9.2.18 Abrogation and greater restriction section: The floodplain management regulations found in the Floodplain Overlay District section shall take precedence over any less restrictive conflicting local laws, ordinances or codes.

9.2.19 Disclaimer of liability: The degree of flood protection required by this bylaw is considered reasonable but does not imply total flood protection.

9.2.20 Severability section: If any section, provision or portion of this bylaw is deemed to be unconstitutional or invalid by a court, the remainder of the ordinance shall be effective.

9.2.21 Reference to Existing Regulations. All developments in the District, including structural and non-structural activities, whether permitted by right or by special permit, must be in compliance with Chapter 131, Section 40 of the Massachusetts General Laws and with the following:

1. Sections of the Massachusetts State Building Code which address floodplain and coastal high hazard areas (currently 780 CMR) which address flood plain and coastal construction;
2. Wetlands Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00) and as adopted by the Stoughton Conservation Commission;
3. Inland Wetlands Restriction, DEP (currently 310 CMR 13:00);
4. Minimum requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5);
5. All applicable provisions of the Stoughton Bylaw and maps that form a part of such Bylaw.
Any variances from the provisions and requirements of the above – referenced state and/or local regulations may only be granted in accordance with the required variance procedures of these regulations.

9.7.22 Enforcement: Enforcement of this section of the bylaw will be consistent with Section 10.2 of this bylaw.

11.1 Word Usage; Terms Defined

Lot, Area Upland - The portion of any lot that is delineated Wetland Area may be used to meet or determine the area requirements for the underlying district in which the lot is situated, provided that the portion so utilized does not exceed twenty-five (25) percent of the minimum lot area required for the proposed use in the underlying district.

RIVERFRONT AREAS: the area of land between a river's mean annual high water line and a parallel line, measured horizontally as described in 310 CMR 10.58(2).

WETLAND AREAS: Wetland Areas include Bordering Vegetated Wetlands as defined in 310 CMR 10.55(2), Land Under Water Bodies and Waterways as defined in 310 CMR 10.56 (2), are defined as all areas in which the water table is seasonably at or near the surface of the ground although such areas may not be entirely covered by standing or flowing water during a 100-Year Storm intending hereby to include generally all rivers, creeks, streams, brooks, ponds, lakes, and other waterways, and in addition all "bogs", "freshwater wetlands", "marshes", "swamps", and "wet" meadows" as those terms are defined by Chapter 818 of the Acts of 1974 of the Commonwealth of Massachusetts.

FLOODPLAIN OVERLAY DISTRICT (FPOD): In the FPOD, Section 9.7, 9.2 the following definitions shall apply:

DEVELOPMENT: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filing, grading, paving, excavation or drilling operations or storage of equipment or materials

FLOOD BOUNDARY AND FLOODWAY MAP: Means an official map of a community issued by FEMA that depicts, based on detailed analyses, the boundaries

of the 100-year and 500-year floods and the 100-year floodway.

FLOOD HAZARD BOUNDARY MAP (FHB) An official map of a community issued by the Federal Insurance Administrator, where the boundaries of the flood and related erosion areas having special hazards have been designated as Zone A or E.

FLOODWAY: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDANT USE means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE means any structure that is:

- (a) Listed individually in the National Register of Historic Place (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements of for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior or;
 2. Directly by the Secretary of the Interior in states without approved programs.

~~NEW CONSTRUCTION: For floodplain management purposes, structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by a community. For the purposes of determining insurance rates, New Construction means structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later.~~

NEW CONSTRUCTION: For floodplain management purposes, structures for which the “start of construction” commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. New construction includes work to be determined substantial improvement.

~~ONE HUNDRED YEAR STORM: See Base Flood.~~

RECREATIONAL VEHICLE means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

~~SPECIAL FLOOD HAZARD AREA: An area having special flood and/or flood-related erosion shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, AH, V, VI-30, VE.~~

SPECIAL FLOOD HAZARD AREA: The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VI-30, VE.

START OF CONSTRUCTION The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

~~STRUCTURE: For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. Structure, for insurance coverage purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on foundation. For the latter purpose, the term includes a building while in the course of construction, alteration, or repair, but does not include building materials or supplies intended for use in such construction, alteration, or repair, unless such materials or supplies are within an enclosed building on the premises.~~

SUBSTANTIAL REPAIR OF A FOUNDATION: When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with the perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or

replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR.

VARIANCE means a grant of relief by a community from the terms of a flood plain management regulation.

VIOLATION means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 60.3 if presumed to be in violation until such time as documentation is provided.

ZONE A: The 100-year floodplain area where the base flood elevation (BFE) has not been determined. To determine the BFE, use the best available federal, state, local, or other data.

ZONE AE (for new and revised maps): The 100-year floodplain where the base flood elevation has been determined.

ZONE X: Areas identified in the community Flood Insurance Study as areas of moderate or minimal flood hazard. Zone X replaces Zones B and C on new and revised maps.

Article #41

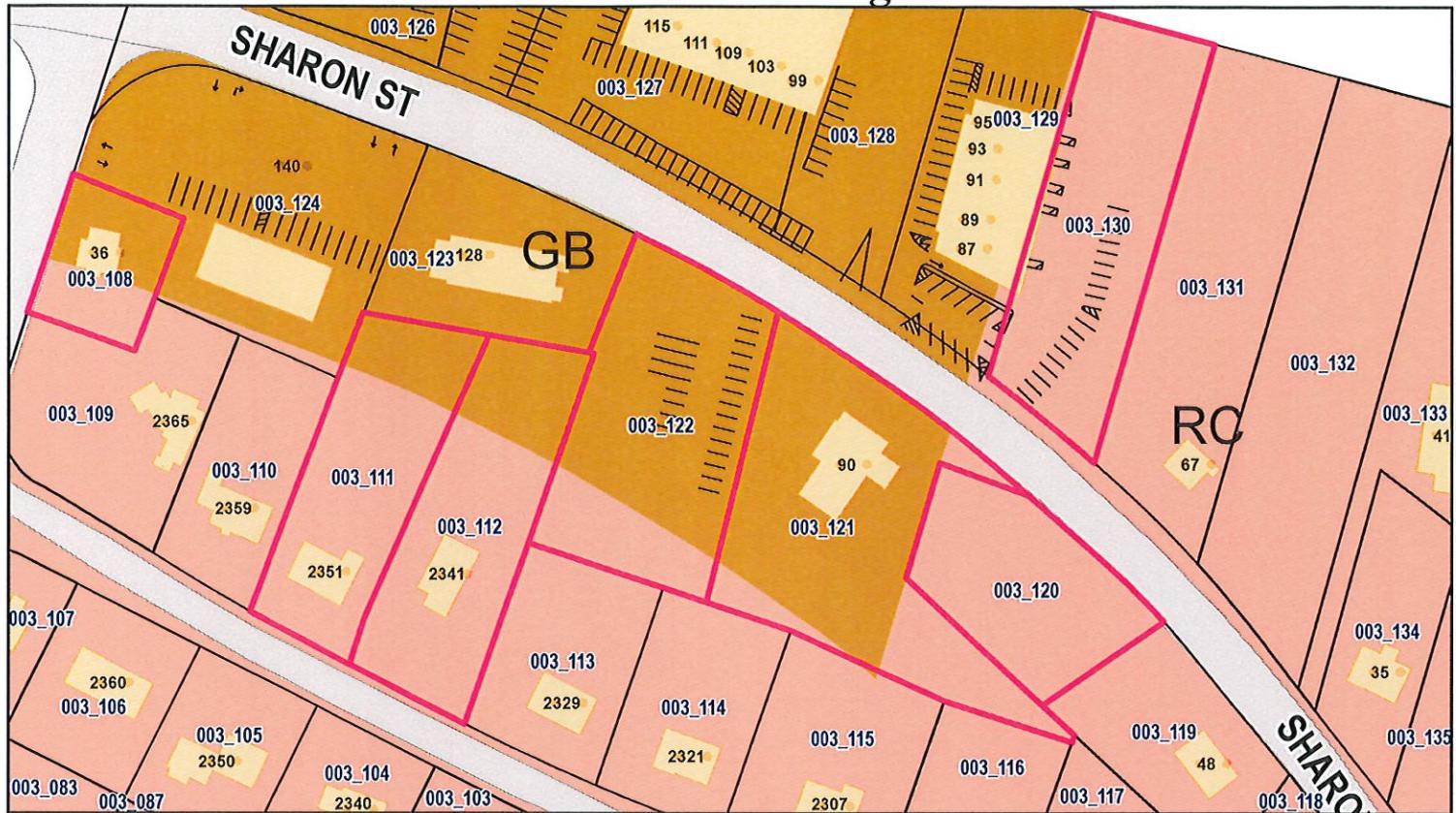
Zoning Bylaw: Zone Amendments

Article # XX - Amended Zoning Map Figure 1

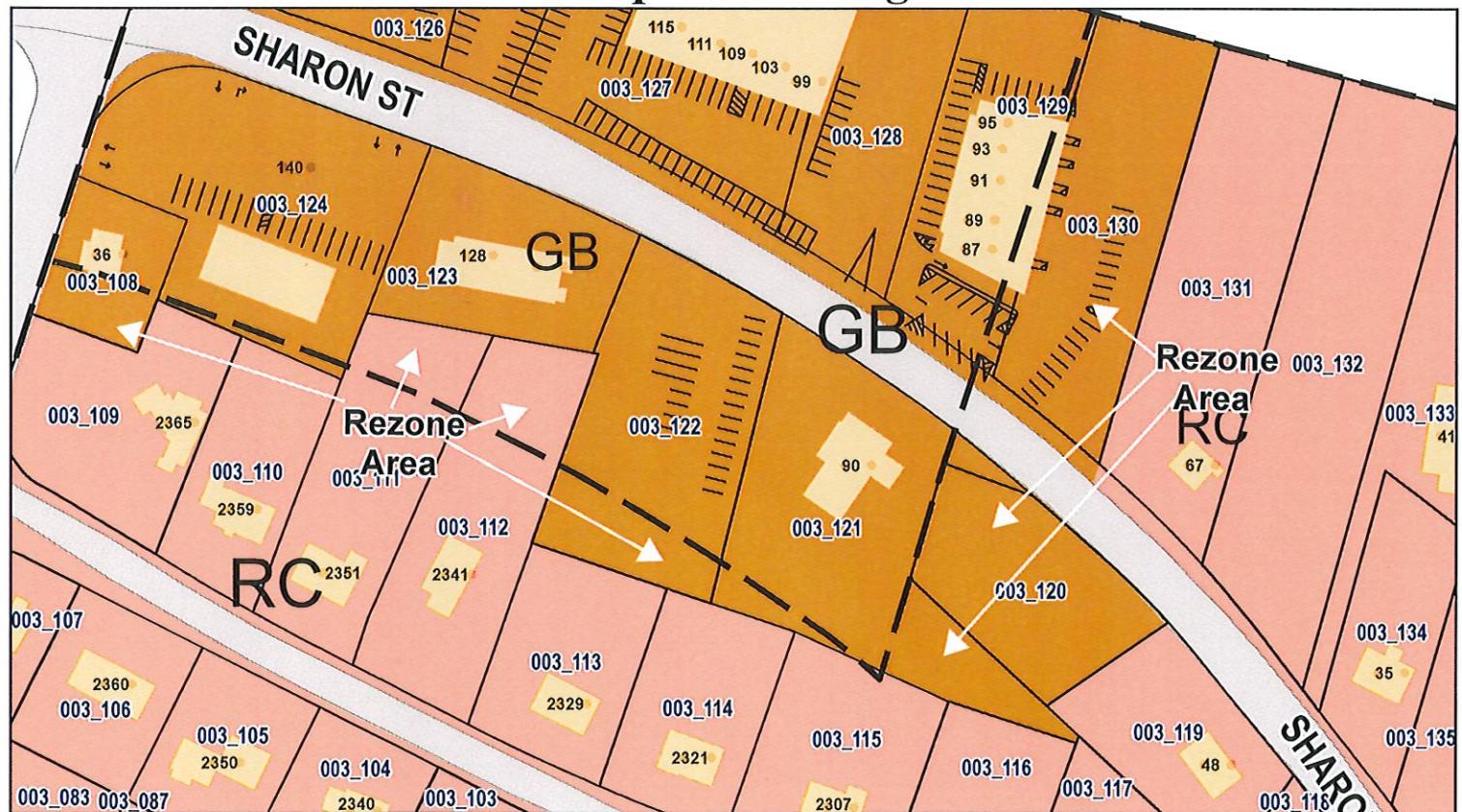
11/22/2024

The portion of Parcels identified on Assessors Map 3, Lots 108, 120, 121, 122, & 130 currently zoned RC (Residential-Suburban C) Zone to a GB (General Business); and the portion of Parcels identified on Assessors Map 3, Lots 111 & 112 currently zoned GB (General Business) to a RC (Residential-Suburban C) Zone

Current Zoning



Proposed Zoning

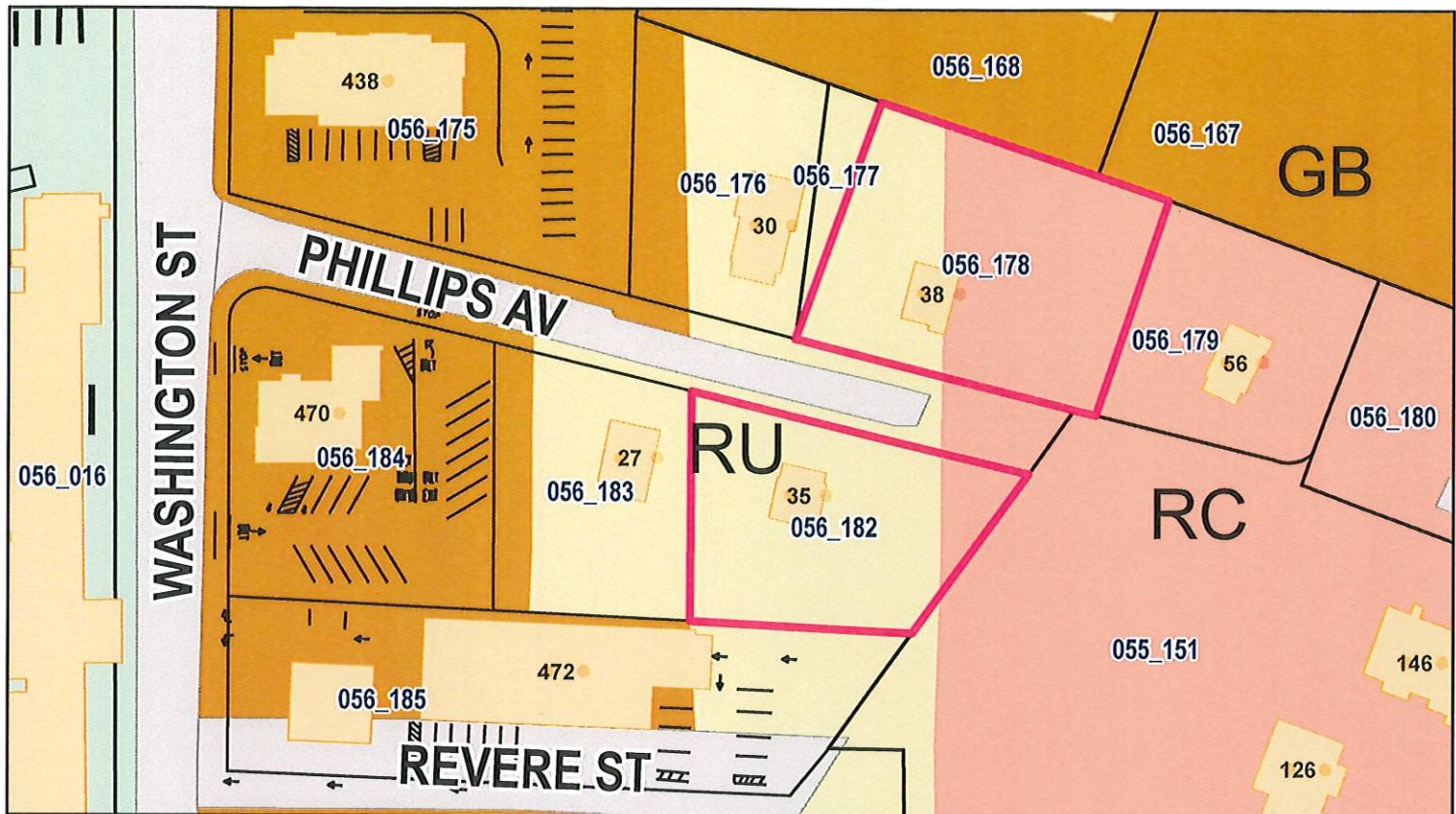


Article # XX - Amended Zoning Map Figure 2

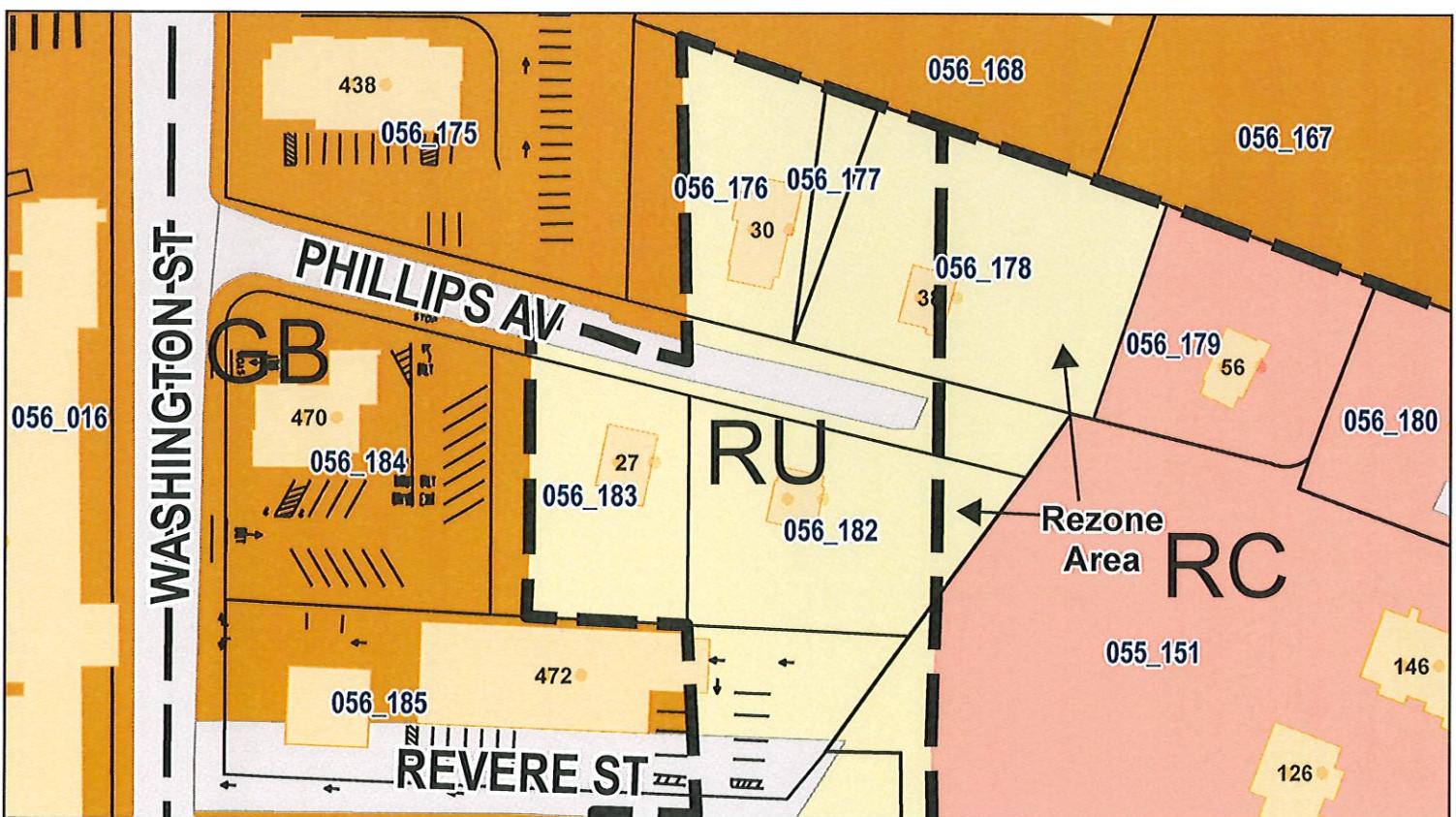
11/22/2024

The portion of Parcels identified on Assessors Map 56, Lots 178 and 182 currently zoned RC (Residential-Suburban C) Zone to a RU (Residential-Urban) Zone

Current Zoning



Proposed Zoning

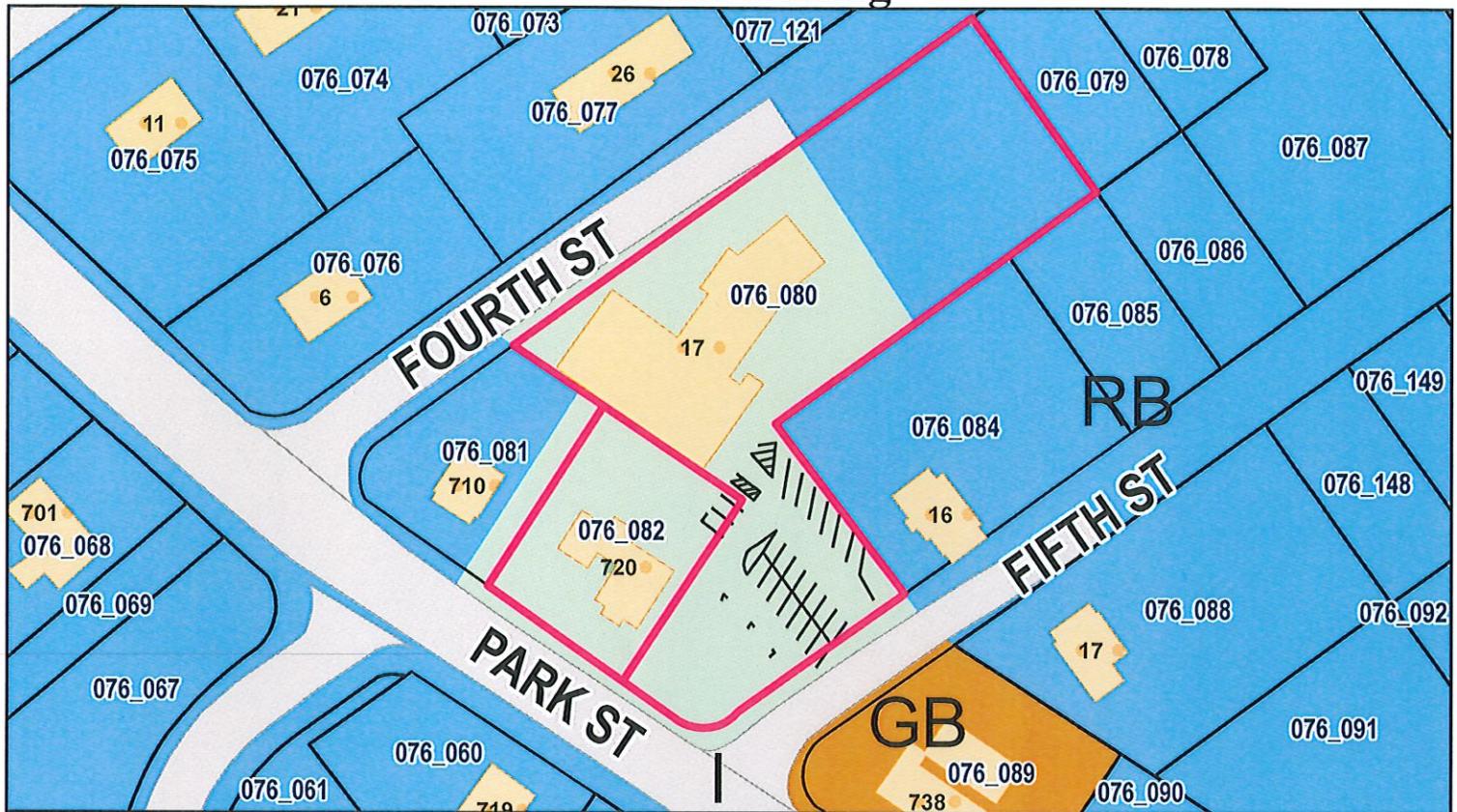


Article # XX - Amended Zoning Map Figure 3

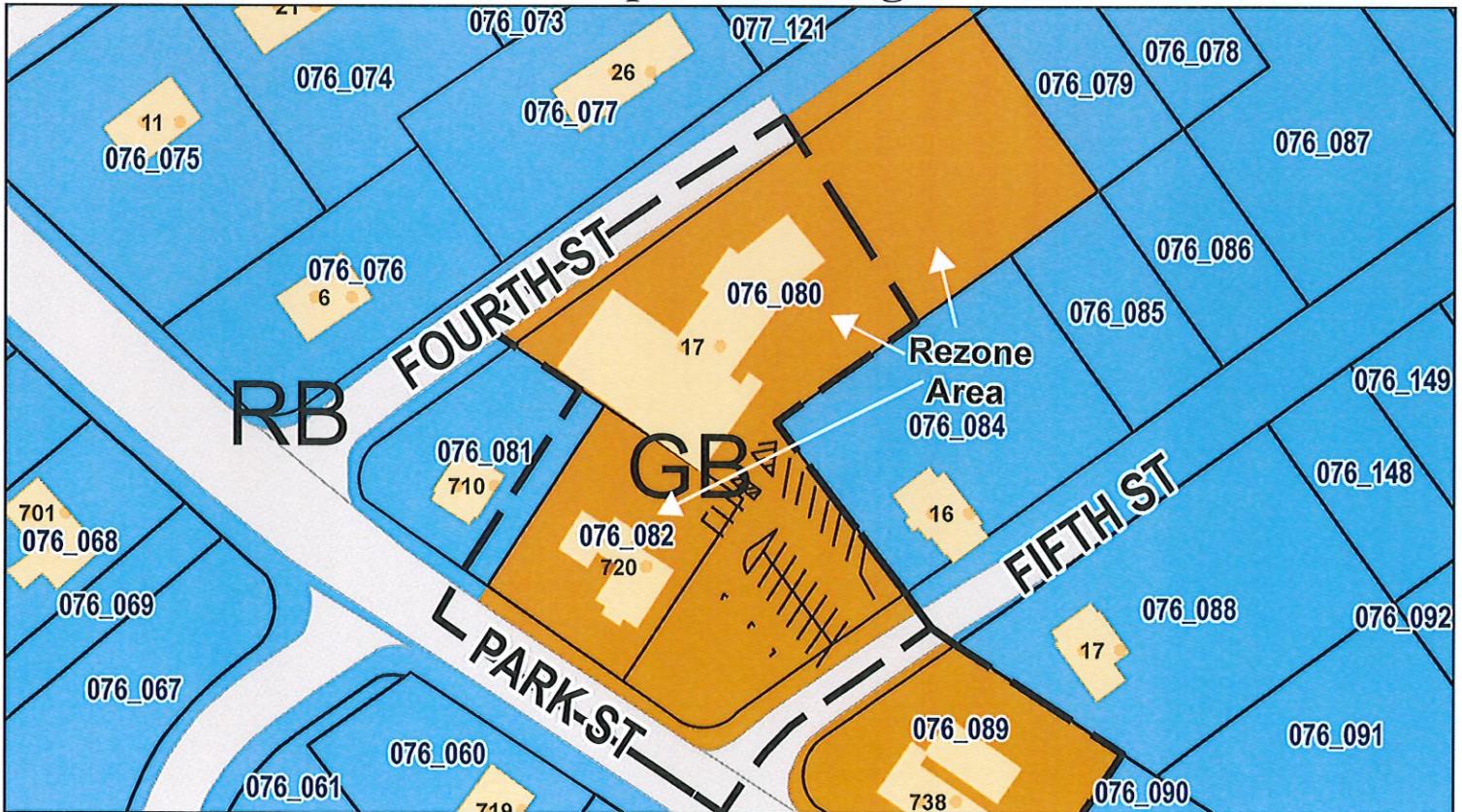
11/22/2024

The portion of Parcels identified on Assessors Map 76, Lots 80 & 82 currently zoned I (Industrial) Zone to a GB (General Business) Zone; the portion of Parcel identified on Assessors Map 76, Lot 80 currently zoned RB (Residential-Suburban B) zone to a GB (General Business) Zone

Current Zoning



Proposed Zoning



Article #42

Zoning Bylaw: Accessory Dwelling Units Bylaw

Article# XX: Zoning By-law: 2025 Proposed Accessory Dwelling Unit Bylaw

To see if the Town will vote to amend the Town of Stoughton Zoning Bylaw November 18, 2015 as amended through May 15, 2024, Section 3.1.4, Table of Use Regulations, delete Section 7.2 Temporary Additional Living Area in its entirety and replace it with a new Section 7.2 Accessory Dwelling Units, and amend Section 11.0 DEFINITIONS, as set forth below, with text to be inserted shown in **bold underline**, text to be deleted shown in **bold strikethrough**, or take any other action relative thereto.

Section 3.1.4 - TABLE OF USE REGULATIONS

Principal Uses	Residential					Business			Industrial	
	R-M	R-U	R-C	R-B	R-A	GB	NB	HB	I	I2
F. ACCESSORY USES										-
18. <u>Temporary additional living areas</u> <u>Accessory Dwelling Units</u> (See Section 7.2)	N	Y	Y	Y	Y	N	N	N	N	N

7.2 TEMPORARY ADDITIONAL LIVING AREA

~~7.2.1 General. The Building Inspector may grant an occupancy permit for temporary additional living quarters provided the following conditions are met. The owner shall submit plans for approval by Building Inspector showing proposed floor plan and parking and satisfying the conditions set forth below.~~

~~7.2.2 Conditions.~~

- ~~1. The owner must be the occupant of the residence.~~
- ~~2. Living areas must be within the same principal structure.~~
- ~~3. Not more than one (1) bedroom shall be permitted, and gross floor area shall not exceed 800 square feet.~~
- ~~4. Kitchen facilities shall be of a type readily removable.~~
- ~~5. That there shall be a maximum of two (2) people occupying the living area.~~
- ~~6. The applicant must provide satisfactory proof of kinship.~~
- ~~7. Only one (1) permit will be allowed per locus.~~
- ~~8. No new entrances for the living quarters will be allowed/required; existing entrances will be used by all parties involved.~~
- ~~9. Prior to the grant of any occupancy certificate, the owner shall record an affidavit at the Registry of Deeds stating compliance with the conditions set forth above. The Building Inspector must be notified upon cessation of occupancy. The owner shall then record a discharge at the Registry of Deeds within 60 days.~~
- ~~10. Any occupancy permit shall terminate upon transfer of the premises; provided, however, that a transferee may request renewal of the permit prior to sale, if said~~

~~transferee qualifies as set forth above.~~

7.2 ACCESSORY DWELLING UNITS

7.2.1 Purpose.

1. **To provide for housing options that reduce maintenance costs and are more affordable than traditional single-family dwellings;**
2. **To provide a mechanism for development of a range of housing types that are responsive to the sociocultural, health care, and recreational needs of residents;**
3. **To use energy, water, and materials more efficiently by increasing the housing supply through concentrated, small-scale development;**
4. **To establish residential development standards and procedures that will support these objectives; and**
5. **To facilitate housing production, diversity, and affordability in the Town's neighborhoods.**

7.2.2 Limitations on Use. One Accessory Dwelling Unit (ADU) shall be allowed as-of-right in all zoning districts in which single-family homes are allowed as-of-right or by special permit, subject to the following restrictions:

1. **The ADU maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the principal dwelling sufficient to meet the requirements of the state building code for safe egress;**
2. **ADU can be an attached or detached structure maintaining the requirements of the state building code for fire separation.**
3. **The ADU is not larger in gross floor area than one half (1/2) the gross floor area of the largest principal dwelling or 900 square feet, whichever is smaller;**
4. **The ADU shall meet all minimum requirements for residential occupation per 105 CMR 410, including adequate water and sewage disposal;**
5. **The ADU shall not be used as a short-term rental unit;**
6. **No ADU shall be constructed without issuance of a building permit by the Building Commissioner;**
7. **No ADU shall be constructed without Board of Health review & approval to insure compliance with 105 CMR 410 and 310 CMR 15.00 and any associated necessary water (if a private well) or wastewater upgrade requirements under Title 5 including State nitrogen loading limitations;**
8. **No use of an ADU shall be permitted prior to issuance of a certificate of occupancy by the Building Commissioner. A certificate of occupancy shall be issued after the Building Commissioner determines that the ADU as constructed is in conformity with the provisions of this by-law.**

7.2.3 Additional Accessory Dwelling Units. The Board of Appeals may issue a Special Permit, as provided in Section 10.5 of this Zoning By-Law, for additional ADUs over and above the first ADU allowed as-of-right on a lot.

7.2.4 Exterior Appearance of an ADU.

1. **An ADU attached to the principal dwelling shall be designed so that the appearance of the structure remains that of a single-family dwelling, subject further to the following requirements:**
 - a. **For an upper floor accessory dwelling unit created within a principal dwelling unit, a secondary egress shall either be created within the envelope of the structure or be constructed on the exterior to the rear or side of the principal dwelling unit.;**
 - b. **Any new, additional entrance to an existing dwelling shall be located on the side or in the rear of the dwelling; and**
 - c. **Where there are two (2) or more existing entrances on the front facade of a dwelling, if modifications are made to any entrance, the result shall be that one (1) appears to be the principal entrance and other entrances appear to be secondary.**
2. **An ADU detached from the principal dwelling shall be designed with similar character and compatible materials as the principal dwelling.**

7.2.5 Dimensional Requirements for an ADU. Except as otherwise provided by State law or regulation:

1. **An ADU attached to the principal dwelling shall be subject to all applicable dimensional requirements as the primary residence per Section 4.0 of this Zoning By-Law.**
2. **An ADU detached from the principal dwelling shall be located behind the front line of the principal building on the lot.**
3. **An ADU detached from the principal dwelling shall be setback a minimum of 10-feet from the principal dwelling, 15-feet from the rear lot line and 10-feet from a side lot line.**
4. **An ADU detached from the principal dwelling shall not exceed 1.5 stories and 20 feet in height.**

7.2.6 Parking Requirements for an ADU.

1. **There shall be a minimum of one (1) off-street parking space per ADU in addition to the parking spaces that are required by the underlying zoning district for the principal dwelling;**
2. **No additional parking spaces over and above that of the underlying zoning district shall be required if the ADU is located within 0.5 miles from a commuter rail station, subway station, ferry terminal, or bus station;**

3. A single driveway shall serve both the principal dwelling and the ADU. An ADU may have a separate parking area. Lots that front on more than one road may have a second driveway on the other road.

7.2.7 Use of an Existing Accessory Structure: The Board of Appeals may issue a Special Permit, as provided in Section 10.5 of this Zoning By-Law, for a detached ADU proposed within an existing structure, such as a detached garage, that does not meet the ADU requirements within this Section.

7.2.8 Severability. If any provision of this Section 7.2 Accessory Dwelling Units is found to be invalid by a court of competent jurisdiction, the remainder of Section 7.2 shall not be affected but shall remain in full force. The invalidity of any provision of this Section shall not affect the validity of the remainder of this Zoning By-Law.

SECTION 11.0 DEFINITIONS

ACCESSORY DWELLING UNIT: A self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities on the same lot as a principal dwelling, subject to otherwise applicable dimensional and parking requirements, that: (i) maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the principal dwelling sufficient to meet the requirements of the state building code for safe egress; (ii) is not larger in gross floor area than 1/2 the gross floor area of the principal dwelling or 900 square feet, whichever is smaller; and (iii) is subject to such additional restrictions as stated in this code and may be imposed by the planning board, including, but not limited to, additional size restrictions and restrictions or prohibitions on short term rental unit, as defined in MGL Chapter 64G, Section 1; Therefore, the planning board or any other authority in the Town of Stoughton shall not unreasonably restrict the creation or rental of an accessory dwelling unit provided that is not offered as a short-term rental unit.

LOT COVERAGE: The portion of a lot, expressed as a percentage, that is occupied by buildings or structures, including accessory structures, and all impervious areas.

SHORT TERM RENTAL UNIT (STRU) means any rental of all or part of a dwelling unit rented out through the use of advance reservations, for a fee, for a period of not more than 31 consecutive calendar days, excluding: hotels licensed under M.G.L. Chapter, 140, Section 6; motels licensed under M.G.L. Chapter 140, Section 32B; or lodging establishments licensed under M.G.L. Chapter 140, Section 23.

TEMPORARY ADDITIONAL LIVING AREA: A preexisting nonconforming dwelling unit created in a single-family dwelling by special permit granted by the Zoning Board of Appeals and recorded at the Norfolk county registry of deeds prior to the adoption of An

Act Relative to the Affordable Homes Act by the 193rd Massachusetts General Court on
August 6, 2024.

Article #43

Zoning Bylaw: Short Term Rentals

Article# XX: Zoning By-law: 2025 Proposed Short Term Rentals

To see if the Town will vote to amend the Town of Stoughton Zoning Bylaw November 18, 2015 as amended through May 15, 2024, Section 3.1.4, Table of Use Regulations, and create a new Section 7.5 Short-Term Rental Units, as set forth below, with text to be inserted shown in **bold underline**, or take any other action relative thereto.

Section 3.1.4 - TABLE OF USE REGULATIONS

Principal Uses	Residential					Business			Industrial	
	R-M	R-U	R-C	R-B	R-A	GB	NB	HB	I	I2
F. ACCESSORY USES <u>23. Short-Term Rental Units</u> (See Section 7.5)	N	BA	BA	BA	BA	N	N	N	N	- N

7.5 Short-Term Rental Units.

7.5.1 Purposes.

- 1. Protect and maintain the residential character of existing neighborhoods.**
- 2. To define short-term rental use and regulate the use of short-terms rentals in the town;**
- 3. With the overall well-being of residents and neighborhoods in mind, to strike a balance between competing interests such as the need for long-term rental housing and the benefits of short-terms rentals.**
- 4. To minimize the adverse effects on residential properties and neighborhoods that may arise from residential properties being used as short-terms rentals.**

7.5.2 Definitions. Except as otherwise specified herein, all terms used in this Section 7.5 shall be as defined in 830 CMR 64G.00 (Room Occupancy Excise).

SHORT TERM RENTAL UNIT (STRU) means any rental of all or part of a dwelling unit rented out through the use of advance reservations, for a fee, for a period of not more than 31 consecutive calendar days, excluding: hotels licensed under M.G.L. Chapter, 140, Section 6; motels licensed under M.G.L. Chapter 140, Section 32B; or lodging establishments licensed under M.G.L. Chapter 140, Section 23.

CERTIFIED PLOT PLAN means a stamped drawing, drawn to a measurable scale by a state-registered engineer or a state-registered land surveyor that shows a parcel of land, its boundary lines and total square footage, and locates all existing structures (e.g. house, decks, pools, garages, fences, driveways, sheds, and parking spaces).

OPERATOR means a natural person who is an owner of record of the dwelling unit or is legally authorized to act in relation to the STRU as the owner of record. Such owner may be, without limitation, an individual owner, alone or together

with others, a trustee of a trust, a manager of an LLC, or an officer of a corporation. A natural person legally authorized to act for the record owner shall be duly designated by the licensing authority as the responsible party for an STRU.

OPERATOR'S AGENT means any natural person who or entity that manages an STRU on behalf of an operator, including a property manager, property management company, or real estate agency.

7.5.3 General Requirements for STRU:

1. All STRU shall require a special permit in all zoning districts in which single family homes are allowed as-or-right;
2. An STRU special permit shall be personal to the applicant, shall not be transferable, and shall not run with the land. In this context, "personal to the applicant" means that the special permit shall lapse if the applicant ceases to have a substantial ownership interest, direct or beneficial, in the STRU;
3. An STRU may only be established within a lawful dwelling unit and not be allowed within an accessory building or accessory dwelling unit;
4. There shall be a minimum of one (1) off-street parking space per STRU in addition to the parking spaces that are required by the underlying zoning district for the principal dwelling;
5. Events that include tents or amplified music or which would customarily require a license or permit are not allowed;
6. A STRU is not allowed on any property with outstanding violations of the Building Code, Fire Code, Board of Health, Town General Bylaws or unpaid Taxes;
7. The operator shall make those specific physical improvements as required by the building commissioner, fire department, board of health and/or zoning board of appeals to achieve compliance with applicable laws, prior to initiating any STRU use on the subject property.
8. There shall be no external, physical evidence (including any signs or other advertising) of the STRU to differentiate it in appearance from the residential premises in which it is located, nor from other residential properties similarly situated;
9. The STRU shall not create excessive noise, fumes, odor, dust, vibration, heat, glare, or electrical interference nor shall occupants of the STRU create litter or other common nuisances.
10. Using an operator's agent does not relieve the operator of any of their duties to comply with every provision of this section 7.5, nor their legal liability for any failure to so comply, including the limitation on number of STRU's per operator. An operator's agent is not limited in how many STRU's they may manage for different operators.

11. The operator shall comply with all applicable federal, state and local laws and regulations. Notwithstanding this requirement, an STRU may be established on a lot or within a building that is lawfully nonconforming to a provision of this zoning ordinance.

7.5.4 Application Requirements for STRU:

- 1. Each application for an STRU special permit shall include all the following information, as applicable. Additional information may be required by the non-zoning, licensing process provided for elsewhere in the Stoughton Code of Ordinances:**
 - a. Evidence that the operator is the record owner of the STRU (e.g. an assessors card), or is legally authorized to act in relation to the STRU as the record owner;**
 - b. (A) certified plot plan, (B) proposed site plan that indicates: (1) proposed structure(s) at the property; (2) location of any proposed STRU; and (3) off-street parking area(s) to accommodate all uses of the property, including the proposed STRU, and (C) interior floor plan(s) that indicate (1) the bedroom(s) proposed for use by STRU guests, the operator, and any other person occupying the proposed STRU, and (2) the location of kitchen facilities and/or bathrooms for use by occupants; and**

7.5.6 Ineligible STRU Structures. Notwithstanding anything in this zoning bylaw to the contrary, the following dwelling units and structures shall be ineligible for any STRU use.

- 1. A dwelling unit that has been designated as below-market or income-restricted subject to affordability covenants, or that is otherwise subject to housing or rental assistance under local, state or federal law, including, without limitation, so-called inclusionary or Section 8 housing;**
- 2. A dwelling unit subject to any requirement of local, state or federal law that prohibits the leasing or sub-leasing of the unit or use of the unit as an STRU;**
- 3. "Accessory Dwelling Units" as that term is defined in the Stoughton Zoning Bylaw,**
- 4. Campers, trailers, recreational vehicles, mobile homes, boats, tents, lean-tos, or any other similar space, or structure, whether temporary or permanent.**
- 5. Any portion of a hotel, lodging house, or bed and breakfast use.**
- 6. Any dwelling unit where STRUs have been prohibited by a legally binding agreement, such as a condominium bylaw.**
- 7. Accessory buildings to a principal dwelling unit.**

7.5.7 Severability. If any provision of this Section 7.5 Short-Term Rental Unit is found to be invalid by a court of competent jurisdiction, the remainder of Section 7.5 shall not be affected but shall remain in full force. The invalidity of any provision of this Section shall not affect the validity of the remainder of this Zoning By-Law.

Article #45

Wetland By-law Changes

2025 Proposed Amendments to Wetlands Bylaw

Chapter 191 WETLANDS PROTECTION

§ 191-1. Purpose.	§ 191-8. Rules and regulations promulgated by Commission.
§ 191-2. Definitions.	§ 191-9. Security.
§ 191-3. Jurisdiction.	§ 191-10. Violations and penalties; enforcement.
§ 191-4. Exceptions.	§ 191-11. Burden of proof.
§ 191-5. Requests for determinations; applications for permits, fees.	§ 191-12. Appeals.
§ 191-6. Public notice and hearings;	§ 191-13. Relation to Wetlands Protection Act.
§ 191-7. Permits and conditions.	§ 191-14. Severability.

[HISTORY: Adopted by the Annual Town Meeting of the Town of Stoughton 5-5-1997, Art. 41 (Ch. 178 of the 1983 Code); amended in its entirety 5-26-2010 ATM, Art. 63; **amended in sections: 191-5 (4), 191-7(E), 191-10(E) 5-XX-2025** (Subsequent amendments noted where applicable.)

GENERAL REFERENCES

Groundwater protection—See Ch. 107,
Hazardous waste—See Ch. 113.
Site plan review—See Ch. 149.

Zoning — See Ch. 200.
Conservation Commission — See Ch. 287.

§ 191-1. Purpose.

- A. The purpose of this chapter is to protect the wetlands; water resources, flood-prone areas, and adjoining upland areas in the Town of Stoughton by controlling activities deemed by the Conservation Commission likely to have a significant or cumulative effect on resource area values, including but not limited to the following: public or private water supply, groundwater supply, flood control, erosion and sedimentation control, storm damage prevention, water quality, prevention and control of pollution, fisheries, shellfisheries, wildlife habitat, rare species habitat, including rare plant and animal species, agriculture, aquaculture, and recreation values, and also aesthetic values, deemed important to the community (collectively, the "resource area values protected by this chapter").
- B. This chapter is intended to utilize the Home Rule authority of this municipality so as to protect the resource areas under the Wetlands Protection Act (MGL c. 131, § 40; the Act) to a greater degree, to protect additional resource areas beyond the Act recognized by the Town as significant, to protect all resource areas for their additional values beyond those recognized in the Act, and to impose in local regulations and permits additional standards and procedures stricter than those of the Act and regulations thereunder (310 CMR 10.00), subject, however, to the rights and benefits accorded to

agricultural uses and structures of all kinds under the laws of the commonwealth and other relevant chapters of the Town of Stoughton.

§ 191-2. Definitions.

A. The following definitions shall apply in the interpretation and implementation of this chapter:

ABUT- Touching.

ABUTTER — The same as "owner of land abutting the activity."

AGRICULTURE — Land with resource areas or the buffer zone presently and primarily used in producing or raising one or more of the following agricultural commodities for commercial purposes:

- (1) Animals, including but not limited to livestock, poultry, and bees;
- (2) Fruits; vegetables, berries, nuts, and other foods for human consumption;
- (3) Feed, seed, forage, tobacco, flowers, sod, nursery or greenhouse products, and ornamental plants or shrubs; and
- (4) Forest products under a planned program to improve the quality and quantity.

ALTER- To change the condition of any area subject to protection under the chapter. Examples of alterations include, but are not limited to, the following:

- (1) The changing of preexisting drainage characteristics, flushing characteristics, salinity distribution, sedimentation patterns, flow patterns and flood retention areas;
- (2) The lowering or raising of the water level or water table;
- (3) The destruction of vegetation, including cutting or trimming of trees and shrubs, or mowing, in a manner that will, in the reasonable judgment of the Conservation Commission, result in a long-term or short-term adverse impact to the resource area;
- (4) The changing of water temperature, biochemical oxygen demand (BOD), and other physical, biological or chemical characteristics of the receiving water;
- (5) The discharge of dredged or fill material, including but not limited to vegetative debris, soil, dirt, rocks, stone, solid waste, or pollution;
- (6) Activities which may cause or tend to contribute to pollution of any body of water or groundwater;
- (7) Driving of piles, or erection or repair of buildings or structures of any kind unless the footprint of the building is altered at ground level;
- (8) Dumping, discharging, or filling any material which may degrade water quality;

- (9) Placing of material, or removal of material, which would alter elevation;
- (10) Placing of obstruction or objects; and
- (11) Incremental activities which have, or may have, a cumulative adverse impact on the resource areas protected by this chapter.

APPLICANT - Any person who files a notice of intent, or on whose behalf such a notice is filed.

AREAS SUBJECT TO FLOODING — Depressions or closed basins which serve as ponding areas for runoff, snowmelt, heavy precipitation, or high groundwater which has risen above the ground surface, and areas which flood from a rise in a bordering waterway or water body.

AREAS SUBJECT TO PROTECTION - Wetlands, including bordering and isolated wetlands, marshes, wet meadows, bogs, swamps, isolated and bordering lands subject to flooding, streams, rivers, creeks, brooks, vernal pools, kettle holes, springs, land under water, ponds, lakes, banks, bogs, buffer zones and riverfront areas.

BANK — Includes the land area which normally abuts and confines a water body; the lower boundary being the mean annual low flow level, and the upper boundary being the first observable break in the slope or the mean annual flood level, whichever is higher.

BORDERING — Touching in some manner, at any point or along any length of boundary, and including any portion of a resource area subject to protection under the chapter.

BREEDING AREA — Areas used by wildlife for courtship, mating, nesting, or other reproductive activity, and rearing of young.

BUFFER ZONE — That area of land extending 100 feet horizontally outward from the boundary of any area subject to protection in the chapter.

CERTIFICATE OF COMPLIANCE - A written determination by the issuing authority that work or a portion thereof has been completed in accordance with an order. It shall be made on Form 8 of 310 CMR 10.99.

DETERMINATION OF APPLICABILITY — A written finding by a conservation commission or the Department as to whether a site or the work proposed thereon is subject to the jurisdiction of the bylaw. It shall be made of Form 2 of 310 CMR 10.99.

DETERMINATION OF SIGNIFICANCE — A written finding by a conservation commission, after a public hearing, or by the Department, that the area on which the proposed work is to be done, or which the proposed work will alter, is significant to one or more of the interests identified in the bylaw. It shall be made as part of the order, on Form 5 of 310 CMR 10.99.

ISOLATED LAND SUBJECT TO FLOODING — Shall be any isolated depression without an inlet which at least once a year confines standing water to a volume of at least 1/4 acre-foot of water with an average depth of at least six inches. The boundary is the perimeter of the largest observed or recorded volume of water confined in the basin.

NONTRANSIENT MACROORGANISMS — Includes the following wetland plants (as defined in MGL c. 131 § 40, or in regulations 310 CMR 10.00) and/or animals visible to the naked eye, including but not limited to: Eubrachiopods, Isopods, Amphipods, Coleoptera, Trichoptera and Pisidiid clams.

NOTICE OF INTENT — The written notice filed by any person intending to remove, fill, dredge or alter an area subject to protection under the chapter. It shall be made on Form 3 or 4 of 310 CMR 10.99.

NOTIFICATION OF NONSIGNIFICANCE — A written finding by a conservation commission, after a public hearing, or by the Department, that the area on which the proposed work is to be done, or which the proposed work will alter, is not significant to any of the interests of the bylaw. It shall be made on Form 6 of 310 CMR 10.99.

ORDER OF CONDITIONS - The document issued by a conservation commission containing conditions which regulate or prohibit an activity. It shall be made on Form 5 of 310 CMR 10.99.

OWNER OF LAND ABUTTING THE ACTIVITY — The owner of land sharing a common boundary or corner with the site of the proposed activity in any direction, including land located directly across a street, way, creek, river, stream, brook or canal.

PLANS — Such data, maps, engineering drawings, calculations, specifications, schedules and other materials, if any, deemed necessary by the issuing authority to describe the site and/or the work, to determine the applicability of MGL c. 131, § 40, or to determine the impact of the proposed work upon the interests identified in the Town of Stoughton NOI guidelines.

POND- As defined by 310 CMR 10.04 except that the size threshold shall be 5,000 square feet.

PRIVATE WATER SUPPLY - Any source or volume of surface water or groundwater demonstrated to be in any private use or demonstrated to have a potential for private use.

PUBLIC WATER SUPPLY — Any source or volume of surface water or groundwater demonstrated to be in public use or approved for water supply pursuant to MGL c. 111, § 160, by the Division of Water Supply of the Department, or demonstrated to have a potential for public use.

RARE SPECIES — Those vertebrate and invertebrate animal species officially listed as endangered, threatened, or of special concern by the Massachusetts Division of Fisheries and Wildlife under 321 CMR 8.00.

RESOURCE AREAS BORDERING WATER BODIES — Any bank, flat, marsh, freshwater wetland, beach, meadow, dune or swamp that borders on any estuary, creek, river, stream, pond, or lake, or that touches one of the above land areas that itself borders a water body, is a protectable area. (Areas subject to flooding are also protectable.)

RIVER — A body of water as is defined in the Massachusetts Rivers Protection Act (Acts of 1996, c. 258)

RIVERFRONT AREA — Defamed in the Massachusetts Rivers Protection Act (Acts of 1996, c. 258).

SEASONAL WETLAND - Any areas subject to flooding which form temporary confined bodies of water during periods of high water table and high input from spring runoff or snowmelt or heavy precipitation, and support populations of no transient macroorganisms or serve as breeding habitat for select species of amphibians.

SELECT SPECIES OF AMPHIBIANS — Species of amphibians which depend on seasonal wetlands for breeding habitat, including: mole salamanders (*Ambystoma maculatum*, *A. jeffersonianum*, *A. laterale*, and *A. opacum*); four-toed salamanders (*Hemidactylum scutatum*); eastern spadefoot toads (*Scaphiopus holbrookii*); American and Fowler's toads (*Bufo americanus* and *B. woodhousii fowleri*); spring peepers (*Hyla c. crucifer*); gray tree frogs (*Hyla versicolor*); wood frogs (*Rana sylvatica*); and fairy shrimp (*Eubranchipus* sp.).

STORM DAMAGE PREVENTION- The prevention of damage caused by water from storms, including, but not limited to, erosion and sedimentation, damage to vegetation, property or buildings or damage caused by flooding, water-borne debris or water-borne ice.

TEMPORARY CONFINED BODIES OF WATER- Bodies of water with little or no flow that periodically become dry to such extent that they cannot support sustained fish populations,

TEMPORARY POND OR POOL- A seasonal wetland.

VERNAL POOL — Includes a confined basin depression which, at least in most years, holds water for a minimum of two continuous months during the spring and/or summer, and which is free of adult fish populations, as well as the area within 100 feet of the mean annual boundary of such a depression, regardless of whether the site has been certified by the Massachusetts Division of Wildlife and Fisheries.

VERNAL POOL HABITAT- Confined basin depression which, at least in most years, holds water for a minimum of two continuous months during the spring and/or summer, and which is free of adult fish populations, as well as the area within 100 feet of the mean annual boundaries of such depressions, to the extent that such habitat is within an area subject to protection under the Act, MGL c. 131, § 40, 310 CMR 10.02(1) as specified in § 191-2. These areas are essential breeding habitats, and provide other extremely important wildlife habitat functions during nonbreeding seasons as well, for a variety of amphibian species such as the wood frog (*Rana sylvatica*) and the spotted salamander (*Ambystoma maculatum*), and are important habitats for other wildlife species. Vernal pool habitat also includes the area within 200 feet of the mean annual boundaries of those vernal pools certified by the Natural Heritage and Endangered Species Program (NHESP), if such pools are contained within the estimated or priority habitats for rare species as mapped by NHESP.

B. Except as otherwise provided in this chapter or in regulations of the Commission, the definitions of terms in this chapter shall be as set forth in the Wetlands Protection Act, MOL c. 131, § 40, and regulations, 310 CMR 10.00.

§ 191-3. Jurisdiction.

A. Except as permitted by the Commission or as provided in this chapter, no person shall commence to remove, fill, dredge, build upon, degrade, discharge into, or otherwise alter the following resource areas:

- (1) Any freshwater wetland, marsh, wet meadow, springs, bog, swamp, vernal pools, reservoirs, lakes, ponds;
- (2) Any bank or beach;
- (3) Any lake, pond, river, stream, whether intermittent or continuous, or natural, manmade;
- (4) Any land under aforementioned waters;
- (5) Any land subject to flooding or inundation by groundwater, surface water, stormwater flowage;
- (6) Isolated wetlands, including kettle holes;
- (7) Seasonal wetlands;
- (8) Any lands within 100 feet of any of the aforementioned resource areas or any lands within 200 feet of any river;
- (9) Any lands within 200 feet of any certified vernal pool within estimated habitat or priority habitat for rare species as mapped by the Natural Heritage and Endangered Species Program.

B. Said resource areas (collectively, the "resource areas protected by this chapter") shall be protected, whether or not they border surface waters.

C. The jurisdiction of this chapter shall not extend to uses and structures of agriculture that enjoy the rights and privileges of laws and regulations of the commonwealth governing agriculture, including work performed for normal maintenance or improvement of land in agricultural or aquacultural uses as defined by the Wetlands Protection Act regulations found at 310 CMR 10.04

§ 191-4. Exceptions.

A. The application and permit required by this chapter shall not be required for maintaining, repairing, or replacing, but not changing or enlarging, an existing and lawfully located structure or facility used in the service of the public to provide electric, gas, water, telephone, telegraph, or other telecommunications services, sanitary sewers, storm sewers, provided that written notice has been given to the Commission at least 48 hours prior to the commencement of work, and provided that the work conforms to performance standards and design specifications in regulations adopted by the Commission.

- B. The application and permit required by this chapter shall not be required for work performed for the normal maintenance or improvement of lands in agricultural use.
- C. The application and permit required by this chapter shall not apply to emergency projects necessary for the protection of public health and safety, provided that the work is to be performed by or has been ordered to be performed by an agency of the commonwealth or a political subdivision thereof, provided that advance notice, oral or written, has been given to the Commission prior to the commencement of work or within 24 hours after commencement, provided that the Commission or its agent certifies the work as an emergency project, provided that the work is performed only for the time and place certified by the Commission for the limited purposes necessary to abate the emergency, and provided that within 21 days of commencement of an emergency project a permit application shall be filed with the Commission for review as provided in this chapter. Upon failure to meet these and other requirements of the Commission, the Commission may, after notice and a public hearing, revoke or modify an emergency project approval and subsequently order restoration and mitigation measures.
- D. The property located in the Stoughton Technology Park (formerly the North Stoughton Industrial Park) (the "Park") is subject to Final Orders of Conditions dated October 24, 1984, recorded with the Norfolk Registry of Deeds in Book 6533, Page 230; the Conservation Restriction dated September 26, 1984, recorded with said Deeds in Book 6533, Page 236; and the Declaration of Industrial Park Restrictions dated September 26, 1984, recorded with said Deeds in Book 6533, Page 247. In consideration of these existing controls, the application and permit required by this chapter shall not be required for any work performed within the Park. The Park contains approximately 272 +/- acres of land and is bounded by Lindelof Avenue (Route 139), Route 24, Page Street and the municipal boundaries with the Towns of Avon and Randolph.
- E. Other than stated in this chapter, the exceptions provided in the Wetlands Protection Act (MOL c. 131, § 40) and regulations (310 CMR 10.00) shall not apply under this chapter.

§ 191-5. Requests for determinations; applications for permits, fees.

- A. Any person desiring to know whether or not a proposed activity or an area is subject to this chapter, may request, in writing, a determination from the Commission. Such a request for determination shall contain data and plans specified by the regulations of the Commission.
- B. The Commission in an appropriate case may accept as the request under this chapter the request for determination of applicability (RFD) filed under the Wetlands Protection Act, MOL c. 131, § 40.
- C. Written application shall be filed with the Commission to perform activities regulated by this chapter affecting resource areas protected by this chapter. The application shall include such information and plans deemed necessary by the Commission to describe proposed activities and their effects on the environment. No activities shall commence without receiving and complying with a permit issued pursuant to this chapter.

- D. The Commission in an appropriate case may accept as the application and plans under this chapter the notice of intent (NOI) application and plans filed under the Wetlands Protection Act, MGL c. 131, §40.
- E. At the time of an application or request, the applicant shall pay a filing fee specified in regulations of the Commission. This fee is in addition to that required by the Wetlands Protection Act, MGL c. 131 § 40.
- F. Upon receipt of a NOI application or RFD, the Commission shall require an applicant to pay a fee for the reasonable costs and expenses borne by the Commission for specific expert engineering and other consultant services deemed necessary by the Commission to come to a final decision on the application. This fee is called the "consultant fee." The specific consultant services may include but are not limited to resource area survey and delineation, analysis of resource area values, including wildlife habitat evaluations, hydrogeologic and drainage analysis, and environmental or land use law.
 - (1) The exercise of discretion by the Commission in making its determination to require the payment of a consultant fee shall be based upon its reasonable finding that additional information acquirable only through outside consultants would be necessary for the making of an objective decision.
 - (2) The Commission may require the payment of the consultant fee at any point in its deliberation prior to a final decision. The applicant shall pay the fee to be put into a consultant services account of the Commission, which may be drawn upon by the Commission for specific consultant services approved by the Commission at one of its public hearings.
 - (3) The Commission shall return any unused portion of the consultant fee to the applicant unless the Commission decides at a public meeting that other action is necessary. Any applicant aggrieved by the imposition of, or size of, the consultant fee, or any act related thereto, may appeal according to the provisions of the Massachusetts General Laws.
 - (4) The maximum consultant fee charged to reimburse the Commission for reasonable costs and expenses shall be according to the following fee schedule:

Project Cost
Up to \$50,000
\$50,000.01 to \$2,000,000

Maximum Fee

- (a) Each additional project cost increment of \$500,000 (over \$2,000,000) shall be charged at an additional ~~per~~ **per**-increment fee of ~~\$2,500.~~ **\$12,500**
- (b) The "project cost" means the estimated entire cost of the project, including, but not limited to, building construction, site preparation, landscaping, and all site improvements. The consultant fee shall be paid pro rata for that portion of the project applicable to those activities within resource areas protected by this chapter. The project shall not be segmented to avoid being subject to the

consultant fee. The applicant shall submit estimated project costs at the Commission's request, but the lack of such estimated project costs shall not avoid the payment of the consultant fee.

- G. Filing fees and consultant fees collected pursuant to this chapter shall be administered pursuant to MGL c. 44, §§ 53E and 53E 1/2, respectively.
- H. The Commission may waive the filing fee and costs and expenses for an application or request filed by a government agency or a nonprofit organization.
- I. The Commission shall establish an escrow account for fees imposed to the applicant upon the selection of independent specialized consultant. review by the Commission under MGL c. 44, § 53G (§ 53G). In accordance with § 53 G the applicant has the right for an administrative appeal to the Board of Selectmen. The grounds for the appeal shall be limited to claims that the consultant selected has a conflict of interest or does not possess the minimum qualifications in accordance with MGL c. 44 § 53G. This shall be for review of projects under the regulatory jurisdiction of the Act and Chapter 191, Stoughton Wetlands Bylaw. Any excess amount of funds collected and held in a § 53G account shall be returned to the applicant when the review is completed.

§ 191-6. Public notice and hearings.

- A. An application or a request for determination shall be hand delivered or sent by certified mail to the Commission; eight copies are required. A copy of all applications shall be given by the applicant to the Planning Board, the Zoning Board of Appeals, ice Building Inspector and the Board of Health for comments prior to the public hearing. Any person filing a permit application or an RFD with the Commission at the same time shall give written notice thereof, by certified mail (return receipt requested), **or United States Postal Service Certificate of Mailings for notification of abutters in filing procedures as acceptable to MADEP consistent with 310 CMR 10.00 et seq.** or hand delivered, to all owners of land abutting the subject property at their mailing addresses shown on the most recent applicable tax list from the Assessors.
- B. "Abutter" is defined as (1) owners of land within 100 feet of the property lines, including being directly opposite on any public or private street or way, (2) directly abutting a shoreline or bank along any common abutting lake, pond, or river, or within 500 frontage feet along the mean annual high water mark of any pond, lake or reservoir served by a shoreline or 500 feet downstream along a river along the boundaries of the subject property, or (3) or in another municipality within 300 feet of the project. With regard to apartment units and condominium units, abutter notification will be sent to the property owner on record. In addition, abutter notification can be sent to the property manager. The notice to abutters shall have enclosed a copy of the permit application or request, or shall state where copies may be examined and obtained by abutters. An affidavit of the person providing such notice, with a copy of the notice mailed or delivered, shall be filed with the Commission. When a person requesting a determination is other than the owner, the request, the notice of hearing, and the determination itself shall be sent by the Commission to the owner as well as to the person making the request. The property owner's signature must be on the application.
- C. The Commission shall conduct a public hearing on any permit application or RFD, with written notice given at the expense of the applicant, no less than five business days' prior

to the hearing, in a newspaper of general circulation in the municipality. The fee for publishing the notice must be provided by the applicant to the Commission simultaneously with the submission of a permit application or RFD.

- D. The Commission in an appropriate case may combine its hearing under this chapter with the hearing conducted under the Wetlands Protection Act, MGL c. 131, § 40, and regulations, 310 CMR 10.00.
- E. The Commission shall commence the public hearing within 21 days from receipt of a completed permit application or RFD unless an extension is authorized, in writing, by the applicant. The public hearing will not commence until the applicant provides the majority of the return receipts from the certified mail abutter notice to the Commission. **The Commission may also accept United States Postal Service Certificate of Mailings for notification of abutters consistent with 310 CMR 10.00 *et seq.***
- F. The Commission shall issue a permit or determination, in writing, within 21 days of the close of the public hearing thereon unless an extension is authorized, in writing, by the applicant.
- G. The Commission shall have the authority to continue the hearing to a certain date announced at the hearing, for good cause stated at the hearing, which may include receipt of additional information from the applicant or others deemed necessary by the Commission in its discretion, or comments and recommendations of the boards and officials listed in § 191-6A.

§ 191-7. Permits and conditions.

- A. **If** the Commission, after a public hearing, determines that the activities which are subject to the permit application or the land and water uses which will result therefrom are likely to have a significant individual or cumulative effect upon the resource area values protected by this chapter, the Commission, within 21 days of the close of the hearing, shall issue or deny a permit for the activities requested. If it issues a permit, the Commission shall impose conditions which the Commission deems necessary or desirable to protect those values, and all activities shall be done in accordance with those conditions. The Commission shall take into account the cumulative adverse effects of loss, degradation, isolation and replication of the protected resource areas throughout the community and the watershed resulting from past activities, permitted and exempt, and foreseeable future activities.
- B. The Commission is empowered to deny a permit for failure to meet the requirements of this chapter; for failure to submit necessary information and plans requested by the Commission; for failure to meet the design specifications, performance standards, and other requirements in the regulations of the Commission; for failure to avoid or prevent unacceptable significant or cumulative effects upon the resource area values protected by this chapter; and where no conditions are adequate to protect those values. Due consideration shall be given to any demonstrated hardship on the applicant by reason of denial, as presented at the public hearing.
- C. Review of activities within the buffer zone and riverfront area by Commission.

(1) In reviewing activities within the buffer zone, the Commission shall presume the buffer zone is important to the protection of other resource areas because activities undertaken in close proximity have a high likelihood of adverse impact, either immediately, as a consequence of construction, or over time, as a consequence of daily operation or existence of the activities. These adverse impacts from construction and use can include, without limitation, erosion, siltation, loss of groundwater recharge, poor water quality, and loss of wildlife habitat. The Commission may establish, in its regulations, design specifications, performance standards, and other measures and safeguards, including setbacks, no-disturb areas, no-build areas, and other work limits for protection of such lands, including without limitation strips of continuous, undisturbed vegetative cover, for the purposes of protecting the resource area.

(2) In reviewing activities within the riverfront area, the Commission shall presume the riverfront area is important to all the resource area values unless demonstrated otherwise, and no permit issued hereunder shall permit any activities unless the applicant, in addition to meeting the otherwise applicable requirements of this chapter, has convinced the Commission by a preponderance of the evidence that (1) there is no practicable alternative to the proposed project with less adverse effects, and that (2) such activities, including proposed mitigation measures, will have no significant adverse impact on the areas or values protected by this chapter. The Commission shall regard as practicable an alternative which is reasonably available and capable of being done after taking into consideration the proposed property use, overall project purpose (e.g., residential, institutional, commercial, or industrial), logistics, existing technology, costs of the alternatives, and overall project costs.

D. To prevent resource area loss, the Commission shall require applicants to avoid alteration wherever feasible; to minimize alteration; and, where alteration is unavoidable and has been minimized, to provide full mitigation; The Commission may authorize or require replication of wetlands as a form of mitigation, but only with specific plans, professional design, proper safeguards, adequate security, and professional monitoring and reporting to assure success, because of the high likelihood of failure of replication. The Commission may require a wildlife habitat study of the project area, to be paid for by the applicant, whenever it deems appropriate, regardless of the type of resource area or the amount or type of alteration proposed. The decision shall be based upon the Commission's estimation of the importance of the habitat area considering (but not limited to) such factors as proximity to other areas suitable for wildlife, importance of wildlife corridors in the area, or actual or possible presence of rare plant or animal species in the area. The work shall be performed by an individual who at least meets the qualifications set out in the wildlife habitat section of the Wetlands Protection Act regulations (310 CMR. 10.60). The Commission shall presume that all areas meeting the defamatio n of "vernal pools," including the adjacent area, perform essential habitat functions. This presumption may be overcome only by the presentation of credible evidence which, in the judgment of the Commission, demonstrates that the basin or depression does not provide essential habitat functions. Any formal evaluation should be performed by an individual who at least meets the qualifications under the wildlife habitat section of the Wetlands Protection Act regulations.

E. A permit shall expire three years from the date of issuance. Notwithstanding the above, the Commission in its discretion may issue a permit expiring five years from the date of issuance for recurring or continuous maintenance work, provided that annual notification of the time and location of work is given to the Commission. Any permit may be renewed ~~once~~—for an additional one-year **to three year or a five year depending upon the original approved expiration** period, provided that a request for a renewal is received, in writing, by the Commission prior to expiration. **Any three year permit may be renewed for up to three additional years. Any 5 year permit may be renewed for up to 5 additional years.** Failure **to** complete a project within the extension period **shall** require a new filing of a notice of intent. Notwithstanding the above, a permit may contain requirements which shall be enforceable for a stated number of years, indefinitely, or until permanent protection is in place, and shall apply to all owners of the land. An applicant shall seek a Certificate of Compliance or otherwise report to the Commission at or prior to the expiration of the applicant's order of conditions. Failure to report on or prior to the expiration date may result in a fine as defamed by our regulations.

F. For good cause the Commission may revoke or modify a permit or determination issued under this chapter after notice to the holder of the permit or determination, notice to the public, abutters, and Town boards, pursuant to this section and a public hearing.

G. The Commission in an appropriate case may combine the permit or determination issued under the chapter with the order of conditions or determination of applicability issued under the Wetlands Protection Act, MGL c. 131, § 40, and regulations, 10 CMR 10.00.

H. No work proposed in any permit application shall be undertaken until the permit issued by the Commission with respect to such work has been recorded in the Registry of Deeds or, if the land affected is registered land, in the registry section of the Land Court for the district wherein the land lies, and until the holder of the permit certifies, in writing, to the Commission that the permit has been recorded.

I. The Commission shall, after receiving a written request for a Certificate of Compliance and an as-built plan certified as necessary and appropriate in the Commission's discretion, by a registered professional engineer and/or a registered professional land surveyor both licensed in the Commonwealth of Massachusetts, to be in substantial compliance with the plan approved under the order of conditions, inspect the resource area and buffer zone where any activity governed by a permit issued under this chapter was carried out, and, if such activity has been completed in accordance with said permit, the Commission shall, within 21 days after receiving such written request, issue a Certificate of Compliance evidencing such determination, which may in appropriate cases be combined with a Certificate of Compliance issued under the Wetlands Protection Act. A Certificate of Compliance may specify conditions in the permit which will continue to apply. The Certificate of Compliance shall be recorded in the same manner as a permit, and proof of recording shall be provided by the applicant to the Commission, as set forth herein. Said letter and plan from the registered professional engineer and/or the registered professional surveyor shall clearly delineate any and all deviations from the approved plan.

J. Any person, entity, or successors in interest granted the authority to work within any resource area as defined by this chapter shall be bound to assure that said work will be completed in a manner that will ensure that the resource area and associated buffer zones will be protected and that the work performed will function in the manner intended. If

after completion of the work, or anytime thereafter, the work does not perform as intended to protect the wetland, or otherwise serves to harm the resource area, the applicant or property owner shall be obligated, at the request of the Conservation Commission, to make whatever repairs, alterations, or modifications necessary to protect the wetland resource area, and associated buffer zones.

§ 191-8. Rules and regulations promulgated by Commission.

- A. After public notice and public hearing, the Commission shall promulgate rules and regulations to effectuate the purposes of this chapter. Failure by the Commission to promulgate such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate the effect of this chapter.
- B. At a minimum these regulations shall define key terms in this chapter not inconsistent with the chapter and procedures governing the amount and filing of fees.

§ 191-9. Security.

As part of a permit issued under this chapter, in addition to any security required by any other municipal or state board, agency, or official, the Commission may require that the performance and observance of the conditions imposed thereunder be secured wholly or in part by one or more of the methods described below:

- A. By deposit of money (certified check or cash) sufficient in the opinion of the Commission, to be released in whole or in part upon issuance of a Certificate of Compliance for work performed pursuant to the permit. Any deposit of money received in accordance with this section shall be administered in accordance with MGL c. 44, § 53E 112.
- B. By a conservation restriction, easement, or other covenant enforceable in a court of law, executed and duly recorded by the owner of record, running with the land to the benefit of this municipality whereby the permit conditions shall be performed and observed before any lot may be conveyed other than by mortgage deed. This method shall be used only with the consent of the applicant.

§ 191-10. Violations and penalties; enforcement.

- A. No person shall remove, fill, dredge, build upon, degrade, or otherwise alter resource areas protected by this chapter, or cause, suffer, or allow such activity, or leave in place unauthorized fill, or otherwise fail to restore illegally altered land to its original condition, or fail to comply with a permit or an enforcement order issued pursuant to this chapter.
- B. The Commission, its agents, officers, and employees shall have authority to enter upon privately owned land for the purpose of performing their duties under this chapter and may make or cause to be made such examinations, surveys, or sampling as the Commission deems necessary, subject to the constitutions and laws of the United States and the commonwealth.

- C. The Commission shall have authority to enforce this chapter, its regulations, and permits issued thereunder by violation notices, enforcement orders and civil and criminal court actions. Any person who violates provisions of this chapter may be ordered to restore the property to its original condition and take other action deemed necessary to remedy such violations, or may be fined, or both.
- D. Any person who violates any provision of this chapter, or regulations, pennies, or enforcement orders issued thereunder shall be punished by a fine, at the discretion of the Board, as outlined below. Each day or portion thereof during which a violation continues, or unauthorized fill or other alteration remains in place; shall constitute a separate offense, and each provision of the chapter, regulations, pennies, or administrative orders violated shall constitute a separate offense.
- E. **As** an alternative to criminal prosecution in a specific case, the Commission may issue citations under the noncriminal disposition procedure set forth in M.G.L. c. 40, § 21D. **Each day on which a violation exists shall be deemed a separate offense. Each violation of any separate provision of this chapter and/or the Wetlands Protection By-law Regulation shall be deemed a separate offense.**

Violations shall be as follows:

Type 1: (a) any unauthorized removing, filling, dredging, or altering of any of the following resource areas: surface water body; vegetated wetland or unvegetated wetlands; any land under said waters; any land subject to flooding or inundation by groundwater, surface water, tidal action or coastal storm flowage; any coastal bank; (b) any unauthorized removing, filling, dredging, or altering within 100 feet of any of the following resource areas: surface water body; vegetated wetland or unvegetated wetlands; any land under said waters; any land subject to flooding or inundation by groundwater, surface water or tidal action; any coastal bank.

Type 2: failure to comply with an enforcement order issued by the Barnstable Stoughton Conservation Commission or its agents; any unauthorized activity beyond the scope of an order of conditions, determination of applicability or certificate of compliance issued by the Conservation Commission.

The Commission may also establish additional Guidelines in the Wetlands Protection By-law Regulation that calculate the amount of any Type 1 fine per square foot of alterations, each such increment being a separate offence subject to a specific penalty as set forth in subsections (1) through (4), provided, however, that no fine therefore individually exceed \$300.00.

When so enforcing, any violation of this chapter shall be punishable as follows:

- (1) First **Type 1** offense: a penalty of \$100.00
- (2) Second **Type 1** offense: a penalty of \$200.
- (3) Third **Type 1** offense: a penalty of \$300.

(4) Each additional offense **or any Type 2 violation:** a penalty of \$300.

F. The Environmental Affairs Officer, Building Inspector and the Stoughton police officers shall be the enforcing persons for the purpose of this chapter.

§ 191-11. Burden of proof.

The applicant for a permit shall have the burden of proving by a preponderance of the credible evidence that the work proposed in the permit application will not have unacceptable significant or cumulative effect upon the resource area values protected by this chapter. Failure to provide adequate evidence to the Commission supporting this burden shall be sufficient cause for the Commission to deny a permit or grant a permit with such conditions, or as necessary to affect the purposes of this chapter.

§ 191-12. Appeals.

A decision of the Commission shall be reviewable in a court of competent jurisdiction

Superior Court in accordance with MGL c. 249, § 4.

§ 191-13. Relation to Wetlands Protection Act.

This chapter is adopted under the Home Rule Amendment of the Massachusetts Constitution and the Home Rule statutes, independent of the Wetlands Protection Act, MGL c. 131, § 40, and regulations, 310 CMR 10.00, thereunder.

§ 191-14

WETLANDS PROTECTION

§ 191-14

§ 191-14. Severability.

The invalidity of any section or provision of this chapter shall not invalidate any other section or provision thereof, nor shall it invalidate any permit or determination which previously has been issued.

Town of Stoughton

10 Pearl Street • Stoughton, MA 02072 • (781) 341-1300 • FAX (781) 344-5048
www.stoughton-ma.gov

December 31, 2024

Subject: Letter of Support on the proposed changes in C. 191 Wetlands Protection By –law for Spring Annual Town Meeting FY 2025-2026

To: Town Engineer, Marc Tisdelle, PE

Dear Marc:

On December 19, 2024, the Stoughton Conservation Commission unanimously voted to approve the Chapter 191, the Wetland By-law Amendments as specified in the final revision dated: 12-31-24. The vote was 4-0. This includes one additional modification in section 191-7, paragraph E to clarify proposed provisions to extend Order of Conditions consistent with MADEP policy.

The Conservation Commission hereby supports of these amendments of the Wetland By-law.

Gerald J. Mc Dohald,
Chairman of the Stoughton Conservation Commission

CC: Conservation Commission
Files

Town of Stoughton

10 Pearl Street • Stoughton, MA 02072 • (781) 341-1300 • FAX (781) 344-5048
www.stoughton-ma.gov

January 15, 2025

Subject: Narrative on the proposed changes in C. 191 Wetlands Protection By –law for Spring Annual Town Meeting, FY 2025-2026

To: Marc Tisdelle PE, Town Engineer

From: James Conlon MS, Environmental Affairs Officer for the Conservation Commission

This is summary of the proposed changes to the Wetlands Protection By-law.

- 1) The maximum fee charged for third party peer reviews by environmental consultants and professional engineers was increased to reflect cost of living increases over time. These are reflected in the table in Section (4) page 191-8.
- 2) Section (4) (a) is revised to increase the costs we may charge for a consultant to review a project and perform inspections on the overall cost of the project.
- 3) All applicants are required to notify abutters of the public hearing filing procedures. The Commission wishes now permit the use of United States Postal Service Certificate of Mailings for notification of abutters in filing procedures. This manner of notification is acceptable to MADEP and it is in accordance with Massachusetts Wetlands Protection Regulations. This is in section 191-6 Section A, pp 191:9 and also section E, pp 191:10.
- 4) Any permit may be renewed for an additional one-year to three year or a five year depending upon the original approved expiration period, provided that a request for a renewal is received, in writing, by the Commission prior to expiration. Any three-year permit may be renewed for up to three additional years. Any 5-year permit may be renewed for up to 5 additional years. This will streamline the administrative process and improve efficiency.
- 5) The Commission proposes to clarify the process to assess violations for penalties. This was recommended by Town Counsel to protect the Town from liability if a fine amount is appealed in Superior Court. This revised section will also authorize the Commission to appropriately assess fines under the Wetland By-law regulations. This is in Section 191.10 E, pp 191:14. This amendment will save time and resources.

Article #46

SEOC Bylaw

SEOC

Stoughton Equal Opportunity Committee

A standing committee dedicated to the full inclusion of all Stoughton residents and businesses.

Date: January 2025

1

Agenda

- ▶ Purpose
- ▶ SEOC's Mission
- ▶ Background
- ▶ Actions
- ▶ Action Plan

2

Purpose

- ▶ The SEOC's primary objective is to increase cooperation, understanding, and dialogue among Stoughtonians of diverse backgrounds. The SEOC will welcome and promote inclusion throughout town for anyone who lives, works, learns, prays, or plays in Stoughton.

SEOC's Mission

- ▶ The SEOC's mission is to promote Stoughton as a welcoming community that:
 - ▶ Values diversity
 - ▶ Fosters a community where everyone has an equal voice in their government
 - ▶ Where all people can thrive where they live, work, and play

Background: 2020 - 2022

- ▶ Several municipal and school government staff members attended the Racial Equity Municipal Action Plan Training (ReMAP) thanks to a grant from the Federal Reserve **Bank** of Boston, **Government Alliance on Race and Equity** (GARE), and **Metropolitan Area Planning Council** (MAPC) and/or other related training

Background: 2022 - 2025

- ▶ Stoughton Equal Opportunity Committee (SEOC)
 - ▶ Advisors to the Select Board
 - ▶ Five members appointed by the Select Board and two Select Board liaisons
 - ▶ Transfer ReMAP training knowledge to SEOC members
 - ▶ Lead and supported efforts
 - ▶ Personnel bylaw changes (Approved at Town Meeting)
 - ▶ Human resources recruitment outreach expansion
 - ▶ Internal diversity training (Year 2023)
 - ▶ Career fairs and community events (municipal and school)

Actions

- ▶ To expand Stoughton's commitment to equal opportunity, we must:
 - ▶ Examine how the SEOC functions in town government, including bylaw changes to create a standing committee
 - ▶ Expanded membership consisting of 9 members from Schools and municipality
 - ▶ Make the SEOC an active partner within town government
 - ▶ Promote diversity, equity, and inclusion during town and school activities
 - ▶ Enact town policies which bolster inclusivity
 - ▶ Fully align the municipality and schools around common goals
 - ▶ Allow the SEOC to exist at the will of the Town Meeting
 - ▶ Seek further participation in town meetings and elections

Action Plan

1. Establish clear objectives and measurable **outcomes** for the SEOC
2. Discuss SEOC restructuring and funding sources with the Superintendent and Town Manager
3. Build consensus with the Select Board, School Committee, and Town Meeting members
4. Request that the School Committee appoint four (4) new members to the SEOC (for a total committee of 9)
5. In collaboration with the Superintendent and Town Manager, create an annual program, plan, and budget for the SEOC
6. Check in twice annually with the School Committee and Select Board to report plan progress
7. Seek Town Meeting approval of the proposed bylaw

2025 Proposed Stoughton Equal Opportunity Commission Bylaw

Article 46 - Stoughton Equal Opportunity Committee By-law

To see if the Town will vote to amend the Town of Stoughton's General Bylaws to add a new Chapter, Chapter 44 entitled "Stoughton Equal Opportunity Commission;" as set forth in a document entitled "2025 Proposed Stoughton Equal Opportunity Commission Bylaw" on file with the Town Clerk's office, and included in the appendix hereto; or take any other action relative thereto.

Inserted by: Select Board
Requested by: Stoughton Equal Opportunity Committee
Date: February 4, 2025
Estimated Costs: \$0

Chapter 44 Stoughton Equal Opportunity Committee

§ 44-1. Purpose and Mission

The purpose of the Stoughton Equal Opportunity Committee, ("SEOC"), is to increase cooperation, understanding, and dialogue among Stoughton residents, commercial and institutional entities, and other stakeholders of diverse cultural, religious, socio-economic, racial and ethnic, and experiential backgrounds.

The SEOC will work to welcome and promote inclusion throughout town for anyone who resides, works, or attends school or a faith community in Stoughton, or otherwise visits Stoughton for any reason. The mission of the SEOC is to promote Stoughton as a welcoming community that: (1) values diversity, (2) strives to create a community where everyone has an equal vote and a voice in the way the government works; (3) and is a community where all people can thrive where they live, work and play.

§ 44-2. Membership

The SEOC shall be comprised of nine (9) voting members. Five (5) members shall be appointed by the Select Board. Four (4) members shall be appointed by the School Committee. Terms of each member shall coincide with the Town of Stoughton fiscal year (effective July 1) and expire on June 30. SEOC members shall serve for a term of three (3) years, except for the initial appointments to establish a staggered rotation of members.

Three (3) initial appointees shall serve for terms expiring June 30, 2026; three (3) appointees shall serve for a term expiring June 30, 2027; and three (3) appointees shall serve for terms expiring June 30, 2028. Prospective members may apply to either the Select Board or the School Committee or both. The Select Board shall make the first five (5) appointments. After the initial nine (9) members are appointed, further appointments shall be made by the appointing authority that initially appointed said expiring or vacant seat. At its first meeting, and thereafter at its first meeting after the start of each new fiscal year, the SEOC shall

conduct an organizational meeting to elect from its members a Chair, a Clerk, and (at its discretion) a Vice Chair.

Members shall be residents of Stoughton but shall not include sitting members of any elected Town board or committee. The Select Board and School Committee shall strive to appoint a highly-qualified and diverse committee that centers the voices and perspectives of historically marginalized populations in Stoughton. Additionally, the committee members should be representative of the diversity of age groups of Stoughton residents.

A requirement for appointment shall be the individual's interest in, and passion for, diversity, equity, and inclusion of all Stoughton residents, without exclusion. Qualifications may include life experience and/or demonstrated expertise that the Select Board and/or School Committee may deem relevant and beneficial to the Committee. Such expertise may include, by way of example only, demographic analysis, law, project management, social services/sciences, survey design/analysis, human resources, community engagement, communications, and organizational change.

If the SEOC determines that additional expertise is needed to support specific efforts, it may petition the Select Board for appointment of one or more non-voting members for a limited term. The SEOC may provide the Select Board and/or School Committee with a recommendation and rationale to modify its structure or charge at any time.

§ 44-3. Duties

The SEOC shall offer the Select Board and School Committee recommendations on topics both within and without the Select Board's and School Committee's purview.

Recommendations outside of the Select Board's or School Committee's purview may be endorsed by the Board and/or Committee and/or provided to the relevant agency for informational purposes. Duties and responsibilities shall include:

- ⊖ Gathering first-hand experiences in Stoughton from all Stoughton residents;
- Providing training for committee members to self-examine and recognize their own experience with historically disenfranchised populations and unconscious bias;
- Facilitating discussions and education forums for Stoughton residents, institutional managers, and employers about issues of diversity, equity, and inclusion;
- Identifying ways to promote awareness, engagement, and community building around diverse experiences and to create a more inclusive, welcoming community;
- Working in conjunction and in cooperation with other local and/or regional community, government, cultural, and faith groups that are addressing diversity, equity, and inclusion issues in order to optimize momentum and use of resources;
- Providing evidence of systemic racism in Stoughton, and developing recommendations of steps to be taken as individuals, organizations, and as a community to combat racism and embrace greater diversity, equity, and inclusion in those areas;

- Developing strategies and tools to assess the current diversity, equity, and inclusion metrics in Stoughton (through surveys or other fact-gathering means), working with the Select Board and School Committee to develop and define goals related to bettering those metrics, and developing strategies to measure progress related to any identified goals;
- Delegating a committee member to serve as a liaison to any internal municipal Equal Opportunity working group that may exist under the Town Manager's purview;
- Assisting the Select Board and/or School Committee in recruiting and selecting applicants for membership in all other appointed board and committees.
- Delegating a committee member to serve as a liaison with the Select Board and/or School Committee in any Equal Opportunity-related activities or conversations that they schedule, and/or to any Equal Opportunity-focused subcommittee of the Select Board and/or School Committee that may be formed.
- Periodically, and no less frequently than once every six months, the SEOC shall brief the School Committee on any events, campaigns, or programming that the SEOC is facilitating, and on any Equal Opportunity-related data, accounts of experience, or issues relevant to the Stoughton Public Schools that the Equal Opportunity has uncovered.
- Periodically, and no less frequently than once every six months, the SEOC shall brief the Select Board on progress made identifying obstacles toward achieving Equal Opportunity goals in Stoughton and shall make recommendations to address these obstacles. As they relate to the above identified areas of the Committee's purview, recommendations may be related to community engagement and education; quality of life; public access to various amenities, assets, and services; the Town of Stoughton's public-facing policies, practices, procedures, budgets, Charter, General Bylaws and Zoning Bylaws, Town Meeting Warrant Articles; and other local issues the Committee identifies pertaining to residents' and other community members/stakeholders' experiences in Town. The Select Board may request that the SEOC provide specific recommendations on topics within the purview of the Board.
- Annually, the SEOC shall submit to the Select Board and School Committee a written report with a summary of activities pursued over the previous fiscal year, identifying Equal Opportunity-related SMART (Specific, Measurable, Attainable, Relevant, and Time-based) goals for the Committee and Select Board to pursue and identify recommendations to achieve those goals in the upcoming fiscal year.

§ 44-4. Regulations

The SEOC may promulgate rules, regulations and/or policies to assist it in effectuating the purposes of this chapter. Failure by the SEOC to promulgate such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate this chapter.

§ 44-5. Severability

The invalidity of any section or provision of this Bylaw shall not invalidate any other section or provision.

Article #47

Town Charter Amendments

Article XX – 2025 Proposed Charter Amendments

ARTICLE 1:

§ C1-1 Incorporation.

The inhabitants of the Town of Stoughton, within the territorial limits as now or hereafter may be established in the manner provided by law, shall continue to be a body corporate and politic with perpetual succession under the name "Town of Stoughton."

§ C1-2 Powers.

The form of government provided by this Charter shall be known as the Stoughton Selectpersons-Manager plan. Pursuant to the provisions of this Charter and subject only to such limitations as may be imposed by the Constitution and statutes of the Commonwealth, the Town shall have all powers possible for a Town to have under the constitution and statutes of the Commonwealth as fully and completely as though they were specifically enumerated in this Charter.

§ C1-3 Construction.

The powers of the Town under this Charter shall be construed liberally in favor of the Town, and the specific mention of particular powers in the Charter shall not be construed as limiting in any way the general power stated in this Article.

§ C1-4 Intergovernmental relations.

Subject to the applicable requirements of any provision of the Constitution or statutes of the Commonwealth, the Town of Stoughton may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states or civil divisions or agencies thereof, or the United States or any agency thereof.

§ C1-5 Town Seal.

The Town Seal in existence at the time this Charter is adopted, unless the Town Meeting shall vote to adopt another, shall continue to be the Town Seal and shall be kept in the custody of the Town Clerk. Papers and documents issued from any office or board of the Town may be attested to by use of the said seal.

ARTICLE 4:

§ C4-1 Intent.

It is the intent of this Charter that the Town Manager be the chief administrative officer in the executive branch of the Stoughton Town government and that they carry out the policies and

plans set forth by the Selectboard. The Town Manager shall serve at the will of the Selectboard except that a vote of a majority, plus one, of the full membership of Selectboard shall be required to discharge them, whether or not the Town Manager is under contract. In the event of their discharge, they may request a public hearing at which hearing the Selectboard must set forth their reasons for discharging them and they may respond to these reasons if they desire.

§ C4-2 Powers and duties.

The powers and duties of the Town Manager shall include the following:

- A. In accordance with the provisions of this Charter and except as otherwise expressly prohibited by the General Laws, to organize and reorganize, consolidate or abolish departments, commissions, boards or offices under their direction and supervision, in whole or in part; to establish such new departments, commissions, boards, or offices as they deem necessary, and to transfer the duties, powers and appropriation of one department, commission, board or office to another. All appointments to offices, boards, and commissions not specifically made under the power and the duty of the Selectboard by this Charter and by the School Committee under General Laws shall be made by the Town Manager.
- B. To prepare the Selectboardpersons's three-year fiscal period and program plan and submit it to them at least ninety days before the Annual Town Meeting. In preparing the budget and plan, they shall incorporate as directed by the Selectboard policies and assumptions adopted by them.
- C. To appoint upon merit and fitness alone and to remove at their will all subordinate officers, employees, and members of boards and commissions under their control and to fix their compensation; except as otherwise provided by civil service rules and procedures, or the General Laws.
- D. To attend such regular or special meetings of the Selectboard as they may require.
- E. To keep full and complete records of the doings of their office, to render reports as often as may be required by the Selectboard, and annually or more often if required by the Selectboard, to make a synopsis of all reports for publication.
- F. To prepare an estimate in writing of the probable amount of revenue and expenses required for the expenditures of the Town for the next ensuing fiscal year, stating in detail the amounts of maturing bonds or notes, the amount required for interest or other outstanding indebtedness of the Town, the amount necessary to be provided by each fund and for each department (inserting the School Department budget as prepared by the School Committee), and the accomplishments expected. They shall keep the Selectboard fully advised as to the needs of the Town within the scope of their duties, and furnish them on or before the thirty-first day of December each year a careful, detail budget.

G. To keep in repair the Town Library all other Town buildings, except school buildings, which they may repair only upon request in writing of the School Committee.

H. To purchase all supplies for every department of the Town, except books for the School Departmentsschools or the public library. They may delegate the responsibility to purchase supplies to an authorized representative and may revoke such delegation at their will.

I. To perform such other duties, consistent with their office, as may be required of them by the bylaws of the Town or by vote of the Selectboard.

J. To have control over all Town agencies, not specifically allocated by this Charter or applicable state statutes to any elected board or officer.

K. To examine or cause to be examined, with or without notice, the affairs of any division, board, commission or department under their control, or the conduct of any officer or employee thereof; and for that purpose, they shall have access to all Town records books and papers for the information necessary for the proper performance of their duties.

L. To administer the public health program of the Town as established by its bylaws and the General Laws. The Town Manager shall appoint a Board of Health of five members who shall be appointed to three-year terms of office as their term of office expires. The Board shall advise them on matters of public health and upon questions bearing upon the public health of the inhabitants of the Town.

§ C4-3 Absence of Town Manager.

The Town Manager shall appoint a person from their department heads to act for them when they are absent from their office for twenty-one days or fewerless. The Selectboard shall appoint a person to act for the Town Manager in the event that they are absent for more than twenty-one days. No person appointed by the Town Manager to act for them in their absence shall serve more than twenty-one days without approval by the Selectboard.

ARTICLE 7

§ C7-1 Annual and Special Town Meetings.

The Annual Town Meeting shall be held on the first Monday in May. The Selectboard shall insert all articles into the warrant for the Annual Town Meeting which bear signatures of 10 or more registered voters of the Town. The Annual Town Meeting warrant shall close to petitioned and budget articles on December 31 of the year previous to the Annual Town Meeting. The warrant shall remain open to the Selectboard until the first Tuesday in February.

The Selectboard may call a Special Town Meeting at any time. The warrant for Special Town Meetings will remain open for article submission at least seven days from the call of the meeting. The Selectboard shall post that the warrant is open for article submission and post the closing date. At least forty-two days must pass between the close of the warrant for Special Town Meetings and the holding of such meetings. Inhabitants of the Town of Stoughton may, on their initiative, petition to have an Article placed for consideration by Town Meeting Representatives at Special Town Meetings. Petitions formed for this purpose must contain at least one hundred signatures by registered voters of the Town. The Selectboard is required to call a Special Town Meeting upon receipt of a petition formed by inhabitants of the Town containing at least two hundred signatures of registered voters.

§ C7-2 Town Moderator: election, duties.

The Moderator of the Town Meeting shall serve for a term of two years. They shall be Moderator of all Town Meetings, except as otherwise provided by law, until their successor is qualified. Nominations for Moderator and their election shall be as in the case of other elective Town officers and any vacancy in such office shall be filled by the Deputy Town Moderator until the next regularly scheduled election. The Moderator shall not have a vote on Articles brought before the Town Meeting except to create a tie vote or break a tie vote of Town Meeting Representatives.

§ C7-3 Compensation.

The Moderator may receive an annual compensation as determined by a vote of Town Meeting.

§ C7-4 Deputy Town Moderator: election and duties.

A Deputy Town Moderator shall be elected by the Town Meeting Representatives at the organizational meeting to preside over the Town Meeting in the absence of the Moderator. They shall serve as be a member of the Rules Committee of the Town Meeting, but shall not be a voting member of that committee unless the Moderator is absent from a meeting, in which case the Deputy Town Moderator shall vote in their place. In the event the position of Deputy Town Moderator becomes vacant, the Town Meeting Representatives shall, as the first order of business at the next regular or Special Town Meeting, elect a new Deputy Town Moderator to fill the unexpired term.

§ C7-5 Town Meeting Representatives.

There shall be elected from each voting precinct twenty-one Town Meeting Representatives, all of whom shall be eligible to vote at Town Meetings. The Town Meeting Representatives shall be elected for a term up to of three years by registered voters of each precinct. At the first regular Town election held after voting precincts have been established by the Registrars of Voters, in accordance with the provisions of Article 2 of this Charter, the seven elected Town Meeting Representatives from each precinct receiving the highest number of votes shall serve for a term

of three years, the next highest seven shall serve for two years, and the next highest shall serve for one year. Town Meeting Representatives shall then be elected as their terms of office expire for up to three-year terms. The Town Clerk, shall, after the election of Town Meeting Representatives, notify by mail each such member of their election.

§ C7-6.1 Vacancies among Town Meeting Representatives.

In the event of any vacancy in the full number of elected Ttown Mmeeting Rrepresentatives from any precinct, the remaining elected representatives of the precinct shall choose from among the registered voters thereof a successor to serve until the next annual election. The Ttown Celerk shall call a special meeting of the remaining representatives from such precinct for the purpose of filling such vacancy. The Ttown Celerk shall mail notice of the special meeting to each Rrepresentative from the precinct specifying the objective, time and place of such meeting. The meeting shall be held not less than 4 days after mailing of such notice and not less than 14 days before convening of the regular or a special Ttown Mmeeting during which the vacancy is to be filled.

At such meeting, a majority of the remaining Rrepresentatives shall constitute a quorum. The election to fill such vacancy shall be by ballot and the candidate or candidates receiving the greatest number of votes cast shall be deemed elected and shall be notified by the precinct clerk.

The precinct clerk shall forthwith file with the town clerk a certificate of such election, together with a written acceptance by the Rrepresentative or Rrepresentatives elected who shall thereupon be deemed elected and qualified as Ttown Mmeeting Rrepresentatives, subject to the right of all the Ttown Mmeeting Rrepresentatives to judge of the election and qualification of the Rrepresentatives.

§ C7-6.2 Election by Ballot for Town Meeting Representative.

The Ttown Celerk shall determine the number of full terms and the number of partial terms to be elected to the office of Ttown Mmeeting Rrepresentative. The ballot shall indicate the total number of Ttown Mmeeting Rrepresentatives to be elected, the number of full terms to be filled, and the number and term of years of partial terms to be filled, and the candidates shall be listed together on the ballot as required by section 8-5. The ballot shall also include such directions as shall aid the voter relative to the manner of election provided for in this section. At the close of the election, in descending order, the candidates receiving the highest number of votes shall be elected to the 3-year terms to be filled at the election, the candidates receiving the next highest number of votes shall be elected to the 2-year terms to be filled at the election and after those vacancies are filled, the candidates receiving the next highest number of votes shall be elected to the 1-year terms to be filled at the election.

§ C7-7 Attendance and publication.

The Town Clerk shall post in the Town Hall and shall publish in a local newspaper or publish on the official town website a list of Town Meeting Representatives present and a list of Town Meeting Representatives absent from all Annual and Special Town Meetings by sessions within thirty (30) days of the dissolution of each meeting.

§ C7-8 Powers and duties.

All powers of the Town shall be vested in the Representative Town Meeting, except as otherwise provided by law or by this Charter. The Representative Town Meeting shall provide for the exercise of the powers of the Town and for the performance of all duties and obligations imposed upon the Town.

§ C7-9 Rules for conduct of Town Meetings.

General rules for conduct of the Town Meeting shall be chosen by the Town Meeting Representatives at their annual organizational meeting. Rules and procedures for speaking shall be determined from time to time and shall be applied to all speakers, whether they are Town Meeting Representatives or inhabitants of the Town.

§ C7-10 Town Meetings generally.

All Town Meetings shall be public. The Town Clerk shall notify the Town Meeting Representatives of the time and place at which the Representative Town Meetings are to be held and shall send the notices by mail at least seven days before the meeting. A majority of the Town Meeting Representatives shall constitute a quorum for doing business; but a lesser number may organize temporarily and may adjourn from time to time. Any inhabitant of the Town who is not a Town Meeting Representative may speak at any Representative Town Meeting but shall not vote.

§ C7-11 Organizational Town Meeting.

An Organizational Town Meeting shall be held by Town Meeting Representatives on the Thursday preceding the Annual Town Meeting for the purposes only of electing Chairpersons and Clerks of the precinct delegations, electing the Deputy Town Moderator, and adopting Town Meeting rules and procedures.

The first order of business at the Organizational Town Meeting shall be the election of the Deputy Town Moderator. They shall be elected in the manner set forth in § C7-4 of this Charter.

The second order of business at the organizational meeting shall be the adoption of rules and procedures governing the conduct of the Representative Town Meeting.

The third and final order of business at the Organizational Town Meeting shall be the election of Chairpersons and Clerks for the precinct delegations and making committee appointments. Each

precinct delegation shall elect a Chairperson and Clerk. A quorum of precinct Representatives must be present for the election of these officers, and the candidate who receives the greatest number of votes shall be deemed elected. The committee assignments may be made at that time.

The first order of business at the Organizational Town Meeting shall be the election of Chairpersons and Clerks for the precinct delegations. Each precinct delegation shall elect a Chairperson and Clerk. A quorum of precinct Representatives must be present for the election of these officers, and the candidate who receives the greatest number of votes shall be deemed elected.

The second order of business at the organizational meeting shall be the election of the Deputy Town Moderator. They shall be elected in the manner set forth in § C7-4 of this Charter.

The third and final order of business at the Organizational Town Meeting shall be the adoption of rules and procedures governing the conduct of the Representative Town Meeting.

The Town Clerk shall notify Town Meeting Representatives of the organizational meeting at least seven days before it meets.

§ C7-12 Compensation of Town Meeting Representatives.

Town Meeting Representatives shall serve without remuneration but may receive reimbursement for the actual and necessary expenses incurred in the performance of their duties.

§ C7-13 Nonvoting members of Town Meeting.

The presence at all Annual and Special Town Meetings is required of the Chairperson of the Selectboard, the Chairperson of the School Committee, and the Chairperson of the Committee on Finance and Taxation if they are not an elected Town Meeting Representative, the Town Manager, the Town Counsel, the Superintendent of Schools, the Town Accountant and the Town Engineer. If they are not an elected Town Meeting Representative, tThese officers shall have all of the rights and privileges of Town Meeting Representatives except they shall not have the right to vote on any Article.

§ C7-14 Town Meeting standing committees.

A. There shall be a Town Meeting Committee on Rules consisting of the Moderator, who shall be Chairperson, the Deputy Moderator ex officio, and each Precinct Chairperson. All warrant Articles shall first be referred to the Committee on Rules which shall subsequently refer the Article to the appropriate standing committee or committees for public hearing and recommendation to the Town Meeting. Standing committees must deliver all warrant Articles referred to them to the Town Meeting for action on the floor. No floor action may be taken at Town Meetings without a public hearing and a standing committee report on the Article.

B. Other standing committees of Town Meeting shall include and be limited to the following:

(1) A Committee on Finance and Taxation which shall prepare the budget Article. This Committee shall consist of nine members who shall be appointed by the Moderator from the registered voters of the Town and one member elected annually by and from each precinct delegation at the Organizational Town Meeting. The Moderator shall appoint three people each year for three year terms. The nine appointed members shall serve for three year terms. The Moderator, at the first Organizational Town Meeting held under this Charter, shall appoint three Committee members for three year terms, three for two year terms, and three for one year terms. All members of the Committee will serve until their replacements are duly qualified, but no member shall serve for more than nine cumulative years. Any member of the Committee who shall be appointed or elected to Town office or appointed to a committee or board, shall cease to be a member of the Committee. other than the Personnel Board shall upon their qualification in such office, or Any member who is no longer a resident of shall remove from the Town shall upon such removal, cease to be a member of the Committee. Members absent from one-third of the regular meetings in any calendar year may be removed by a two-thirds vote of the other members, present and voting. The Committee shall choose its own officers. The members of the Committee shall serve without salary.

The Committee may employ, subject to an appropriation, an Executive Secretary.

In the event of any vacancy in its membership, the Committee shall notify the Moderator and the Moderator shall arrange to have the vacancy filled. They shall appoint a new member if the vacancy is from their appointments. Precinct delegations shall elect members from among Town Meeting Representatives in their precinct when the vacancy is from their number. If a Committee member who is a Town Meeting Representative moves to another precinct in the Town, they shall continue as a Committee member until the next annual Organizational Town Meeting, at which time the precinct delegation from the precinct they vacated will elect another member in their place to fill the unexpired term.

The Committee shall distribute a report to each of the Town Meeting Representatives at least fourteen days in advance of a Town Meeting. Its recommendations shall be those of a majority of the entire Committee, but this shall not be construed to prevent recommendations by a minority. The report shall state the total amount of the appropriations recommended by it on the entire warrant and the approximate tax rate based on such recommendations. The report for the Annual Town Meeting shall contain a statement of the business of the Committee during the year, with such recommendations or suggestions as it may deem advisable on any matters pertaining to the welfare of the Town. It may issue recommendations on referenda and other matters on any ballot other than the choices of individuals for offices.

The Committee shall have authority at any time to investigate the books, accounts, and management of any department of the Town and to employ such expert and other assistance as it

may deem advisable for that purpose; and the books and accounts of all departments and officers of the Town shall be open to the inspection of the Committee and any person employed by it for that purpose. The Committee may appoint sub-committees of its members and delegate to them such of its powers as it deems expedient.

The various Town boards, officers and committees charged with the expenditure of Town funds shall, not later than the thirty-first of December of each year, prepare detailed estimates of the amounts deemed by them necessary for the administration of their respective offices or departments for the ensuing fiscal year, with explanatory statements of the reasons for any changes from the amounts appropriated for the same purpose in the preceding year. They shall also prepare estimates of all probable items of income which may be received by them during the ensuing year in connection with the administration of their departments or offices, and a statement of the amount of appropriation requested by them for the ensuing fiscal year. Such estimates and statements shall be filed with the Town Manager who shall at once transmit the same to the Selectboard.

The Committee shall duly consider the estimates and statements filed by the Town boards, officers, and committees, and may confer with said boards, officers, and committees and hold hearings. The Committee shall thereupon recommend such sums and in such division of items as it considers necessary and convenient. It shall place the recommendations of the Selectboard on the budget Article in a way that they may be easily compared with its own.

(2) A Committee on Municipal Regulations which shall study and report on Articles and bylaws and zoning regulations of the Town. This Committee shall consist of Town Meeting Representatives who shall serve for terms of one year. One member shall be appointed at large by the Moderator, and one member shall be elected by the members of each precinct delegation or appointed by the Chairperson of each precinct delegation.

(3) A Committee on Municipal Operations which shall study and report on Articles that affect functions performed by offices and departments of Town government. This Committee shall consist of Town Meeting Representatives who shall serve terms of one year. One member shall be appointed at large by the Moderator, and one member shall be elected by the members of each precinct delegation or appointed by the Chairperson of each precinct delegation.

(4) A Committee on Intergovernmental Relations which shall study and report on Articles which affect the relations of the Town with other municipalities, regional government bodies, and agencies of county, state, and federal government. This Committee shall consist of Town Meeting Representatives who shall serve for terms of one year. One member shall be appointed at large by the Moderator, and one member shall be elected by the members of each precinct delegation or appointed by the Chairperson of each precinct delegation.

C. The Moderator shall designate a temporary chairperson to organize each standing committee. Committee vacancies shall be filled by the Moderator except as otherwise provided for in this Article. No Town Meeting Representative may serve on more than one standing committee of the Town Meeting at one time.

§ C7-15 Temporary committees of Town Meeting.

The Town Meeting shall appoint additional committees as it deems fit to facilitate its business.

§ C7-16 Availability of Town officials and employees at Town Meeting.

The Town Meeting or a duly authorized committee of Town Meeting may require the attendance at any of its meetings of elected or appointed Town officers, of members of boards, commissions, committees or agencies of Town government, or of Town employees to provide it with information and materials pertaining to matters appearing on its current agenda. The head of each department shall be available for attendance at the Town Meetings or shall designate a deputy to respond for them in the event they must be absent due to illness or another reasonable cause.

No less than seven days' notice to appear shall be given to any person required to appear before the Town Meeting.

§ C7-17 Membership of Town officials on Town Meeting committees.

Any Town official whether elected or appointed and any member of a Town board, commission, or committee may serve on a committee of the Town Meeting except for standing committees set forth in § C7-14.

Article 35 – Community Preservation Committee FY2026 Budget/ Report

To see if the Town will vote to hear and act on the report and recommendations of the Community Preservation Committee, including to appropriate from the Community Preservation Fund FY 2026 estimated annual revenues; a sum of money to meet the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2026 and to reserve for the future appropriation a sum of money for open space, including land for recreational use, historic resources, and community housing and further, to Preservation Projects of purposes; all as recommended by the Community Preservation Committee; or take any other action relative thereto;

Notes: This is the annual article to fund the CPA budget, as prepared by the Town Accountant, and presented every year.

Inserted by: Select Board
Requested by: Community Preservation Committee
Date: February 4, 2025

PROPOSED MOTION: That the Town vote to appropriate or reserve from Community Preservation Fund FY2026 estimated annual revenues and from the Community Preservation Fund the amounts recommended by the Community Preservation Committee for Committee administrative expenses in Fiscal Year 2026 and for other CPA purposes, as specified below, with each item considered a separate appropriation:

From Community Preservation Fund FY2026 Estimated Annual Revenues

Community Preservation Administrative Expenses	\$ 57,766
Community Housing Reserve	\$115,764
Historic Resources Reserve	\$115,764
Open Space Reserve	\$115,764
FY2026 Budgeted Annual Reserve	\$752,582

And further, to transfer the sum of \$292,138 from the Open Space Reserve, \$18,850 from the Historic Resources Reserve, and \$19,050 from the Undesignated Fund Balance for the following:

Long-term debt service \$330,038

COMMUNITY PRESERVATION COMMITTEE: Recommended X-X

FINANCE COMMITTEE: Recommended X-X

INTERGOVERNMENTAL RELATIONS: Recommended X-X

**Town of Stoughton
Community Preservation Fund
FY 2026 Budget**

DRAFT AS OF 02-12-2025

Community Preservation Surcharge	FY24 (act.)	FY25 (est.)	FY26 (est.)
C.P.A. Commitments	\$ 1,018,144	\$ 1,028,000	\$ 1,038,000
C.P.A. Abatements	(12,050)	(12,000)	(12,000)
CP-1 Net Surcharge Raised (Net Receivable)	\$ 1,006,094	\$ 1,016,000	\$ 1,026,000

1.0% 1.0%

FUNDING SOURCES

	FY2026	Category Reserves:					Total
		Est. Revenues	Open Space	Historic Preservation	Community Housing	Undesignated Fund	
Est. C.P.A. Surcharges	\$ 1,007,640						\$ 1,007,640
Est. State Reimbursement	150,000						150,000
Est. Investment income	-						-
Other	-						-
Reserves and Fund Balance		292,138	594,208	839,012	6,832,872		8,558,230
Total Funding Sources	\$ 1,157,640	\$ 292,138	\$ 594,208	\$ 839,012	\$ 6,832,872	\$ -	\$ 9,715,870

State Match% of Prior Year Net Receivable

14.8%

RESERVATIONS AND APPROPRIATIONS

	FY2026	Category Reserves:					Total
		Est. Revenues	Open Space	Historic Preservation	Community Housing	Undesignated Fund	
RESERVATIONS							
Administrative Expenses (4.99%)	(57,766)						(57,766)
Reservations (Minimum 10% per Category)	(347,292)	115,764	115,764	115,764		-	-
Budgeted Annual Reserve	(752,582)				752,582		-
Total Reservations	\$ (1,157,640)	\$ 115,764	\$ 115,764	\$ 115,764	\$ 752,582	\$ -	\$ (57,766)
Debt Service (Details Below)		(292,138)	(18,850)	-	(19,050)		(330,038)
Project Appropriations (Details Below)		-	-	-	(1,000,000)		(1,000,000)
Total Appropriations	\$ -	\$ (292,138)	\$ (18,850)	\$ -	\$ (1,019,050)	\$ -	\$ (1,330,038)
TOTAL RESERVATIONS AND APPROPRIATIONS	\$ (1,157,640)	\$ (176,374)	\$ 96,914	\$ 115,764	\$ (266,468)	\$ -	\$ (1,387,804)
PROJECTED CPA FUND BALANCE		\$ 115,764	\$ 691,122	\$ 954,776	\$ 6,566,404	\$ -	\$ 8,328,066

RESERVATION AND APPROPRIATION DETAIL

**Town of Stoughton
Community Preservation Fund
FY 2026 Budget**

DRAFT AS OF 02-12-2025

	FY2026	Category Reserves:					6/30/26		
		Est. Revenues	Open Space	Historic Preservation	Community Housing	Undesignated Fund	New Borrowing	Total	Bond Balance
Administrative Expenses (4.99% of est. revenues)	(57,766)							(57,766)	
LT DS 01503 Glen Echo land purchase (#1)		(71,925)						(71,925)	420,000
LT DS 01512 Pierce St. playground		(34,500)						(34,500)	120,000
LT DS 10056 Glen Echo Recreation Construction (#1)		(6,625)						(6,625)	30,000
LT DS 10056 Glen Echo Recreation Construction (#2)		(25,125)						(25,125)	210,000
LT DS 10058 Capen Reynolds Recreational Facilities (#2)		(6,075)						(6,075)	20,000
LT DS 10058 Capen Reynolds Recreational Facilities (#3)		(6,425)						(6,425)	25,000
LT DS 10158 SHS tennis court and soccer field lighting (#1)		(73,013)						(73,013)	385,000
LT DS 10158 SHS tennis court and soccer field lighting (#2)		(5,100)						(5,100)	-
LT DS 10158 SHS tennis court and soccer field lighting (#3)		(6,375)						(6,375)	25,000
LT DS 10159 Pearl St. pocket park at HS		(13,275)						(13,275)	70,000
LT DS 10306 Wilkins School Playground Imprvmts, Phase II		(43,700)				(19,050)		(62,750)	450,000
LT DS 10232 Town Hall Cupola			(18,850)					(18,850)	100,000
Estimated Unissued Debt Service (other)								-	
Article 33 Town Hall Pocket Park						(820,000)		(820,000)	
Article 36 Glen Echo Pavilion and Benches						(180,000)		(180,000)	
Budgeted Annual Reserve Fund	(752,582)					752,582		-	
Reservations for next year (10% each of est revenues)	(347,292)	115,764	115,764	115,764				-	
Total Appropriations and Reservations	\$ (1,157,640)	\$ (176,374)	\$ 96,914	\$ 115,764	\$ (266,468)	\$ -	\$ (1,387,804)	\$ 1,855,000	-
PROJECTED CPA FUND BALANCE	\$ 115,764	\$ 691,122	\$ 954,776	\$ 6,566,404	\$ -	\$ 8,328,066	-	\$ 8,328,066	-