

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014
7:30 PM
TOWN HALL, LOWER LEVEL, 322 CONCORD ROAD

| Item # | Time | Action | Item Name |
|----------------------|---------|-----------|---|
| | | | Call to order |
| | 7:30 PM | | Opening Remarks by Chairman |
| | 7:35 PM | | Reports from Town Manager |
| | 7:40 PM | | Reports from Selectmen |
| | 7:45 PM | | Citizen's comments on items not on agenda |
| 1 | 7:55 PM | Vote | Interview applicant, Dave Henkels, 17 Twin Pond Lane, for appointment to the Conservation Commission. Following interview, vote whether to approve this Town Manager appointment for a term ending 5/31/17. |
| 2 | 8:10 PM | | Discussion/update on the status of the following Town Building projects: (1) Police Station project, (2) Town Hall, (3) Loring Parsonage - <i>Jim Kelly, Combined Facilities Director, to present</i> |
| 3 | 8:40 PM | Vote | Discussion on Rail Trail Forum, and vote on date, format and other particulars. |
| 4 | 9:00 PM | Vote | Receive the preliminary report of the Strategic Financial Planning Committee for Capital Funding and potential vote on its recommendations. |
| MISCELLANEOUS | | | |
| 5 | | Vote | Vote to authorize the Finance Director's release of draft FY14 CAFR financial statements to the Finance Committee as soon as they become available in advance of these materials being presented to and accepted by the Board of Selectmen at the annual audit exit conference to be held at a future date in early 2015. |
| 6 | | Vote/Sign | Vote, as the Licensing Authority for the Town of Sudbury, to renew the Alcoholic Beverages, Common Victualler, Entertainment and Sunday Entertainment licenses to expire December 31, 2015; and Motor Vehicle Classes 1, 2, and 3 licenses to expire January 1, 2016, as shown on the attached lists. |
| 7 | | Vote/Sign | Vote to endorse the final site plan for Northern Bank at 430 Boston Post Road, as recommended by the Director of Planning and Community Development. |
| 8 | | Vote | Vote to authorize the Town Manager's execution of the Energy Services Agreement by and between the Town of Sudbury and Ameresco, Inc., pursuant to Article 22 of the 2014 Annual Town Meeting; and further to approve award of contract by the Town Manager to the most qualified Lessor pursuant to the Energy Conservation Lease Request for Proposals, and to authorize the Town's Treasurer and Fiscal Advisor to negotiate the Energy Conservation Lease Agreement for execution by the Town Manager said execution subject to the approval of Counsel, and to execute any documents relative thereto. |

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

| Item # | Time | Action | Item Name |
|--------|------|-------------|---|
| 9 | | <i>Vote</i> | Discuss and vote to refer Open Meeting Law Complaint received November 26, 2014, from Robert Haarde, to Town Counsel for response. |
| 10 | | | Discussion on next steps with Minuteman School Building Committee. |
| 11 | | <i>Vote</i> | Vote to approve and sign document for internal borrowing to start Police Station construction. (ATM 2014 Article #14) |
| 12 | | <i>Vote</i> | Discussion and vote whether to approve Sudbury Wine, Spirits and Provision's request to extend Sunday sale hours of alcoholic beverages. |
| 13 | | <i>Vote</i> | Vote to waive, or not to waive, or to prorate the Stony Brook Market All Alcohol Package Store licensing fee in the amount of \$2,250 less the application fee for Calendar Year 2014, due to the establishment at 29 Hudson Road having not opened or operated. |
| | | | CONSENT CALENDAR |
| 14 | | <i>Vote</i> | Vote to accept, on behalf of the Town, donations from Cloud Nine Toys; Cathy & Russell Maynard; John & Lynne Iberg; James Alderman & Janette Cavallo; George & Melinda Connor and Town of Sudbury totaling \$1288.00 to be used by the Town of Sudbury for the purpose of the Sudbury Celebrates 375/Sudbury Day Committee celebration, and may be used for another similar purpose as authorized by the Board of Selectmen in the event that all funds are not expended at the conclusion of the aforementioned celebration. |
| 15 | | <i>Vote</i> | Vote to enter into the Town record and congratulate Matthew Alexander Bowler, 220 Morse Road; William Daniel DiFelice, 28 Camperdown Lane, and Peter Michael Finnegan, 409 Lincoln Road, all of Troop 60, to be recognized at a Court of Honor on December 27, 2014 for having achieved the high honor of Eagle Scout. |
| 16 | | <i>Vote</i> | Vote to accept, on behalf of the Town, a grant in the amount of \$8,435 from the Emergency Management Performance Grant Program through MEMA, as requested by the Sudbury Fire Department, said funds to be used at the discretion of the Fire Chief. |
| 17 | | <i>Vote</i> | Vote to accept, on behalf of the Town, a grant in the amount of \$1,300 from the Citizens Corp. Program through MEMA, as requested by the Sudbury Fire Department, said funds to be used at the discretion of the Fire Chief. |
| 18 | | <i>Vote</i> | Vote to approve the regular session meeting minutes of 10/7/14 and 11/18/14. |

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 1
Conservation Commission Interview

Date of Request: 12/2/2014

Requested by: Maureen Valente, Town Manager

Formal Title:

Interview applicant, Dave Henkels, 17 Twin Pond Lane, for appointment to the Conservation Commission. Following interview, vote whether to approve this Town Manager appointment for a term ending 5/31/17.

Recommendations/Suggested Motion/Vote:

Interview applicant, Dave Henkels, 17 Twin Pond Lane, for appointment to the Conservation Commission. Following interview, vote whether to approve this Town Manager appointment for a term ending 5/31/17.

Background Information:

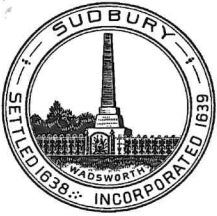
See attached application and memo

Financial Impact Expected: N/A

Approximate Time Requested: 15 min.

Representative(s) Expected to Attend Meeting:

Applicant Dave Henkels



Maureen G. Valente
Town Manager

TOWN OF SUDBURY

Office of the Town Manager

www.sudbury.ma.us

278 Old Sudbury Road
Sudbury, MA 01776-1843

978-639-3381

Fax: 978-443-0756

Email: townmanager@sudbury.ma.us

Date: December 5, 2014

To: Board of Selectmen

From: Maureen G. Valente, Town Manager
Jody Kablack, Planning and Community Development Director

Subject: Conservation Commission Appointment

CC: Debbie Dineen, Conservation Coordinator

The Conservation Commission has one vacancy at this time. Mr. Dave Henkels has put in application indicating his willingness to serve on this Town committee. Jody and I have interviewed him, reviewed his qualifications and statements of interest, and we are satisfied that he will be an excellent Commissioner. Therefore, I have decided to appoint Mr. Henkels to the Commission.

I respectfully request that the Board of Selectmen approve the Town Manager's appointment of Mr. Henkel to the Conservation Commission, effective immediately. Attached to this letter you will find the his application

Thank you.

**TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT**

BOARD OF SELECTMEN
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2014 NOV 12 A 9:05

Board or Committee Name: Conservation Commission

Name: DAVE Hentels

Address: 17 Twin Pond Lane

Email Address: _____

Home phone: _____

Work or Cell phone: _____

Years lived in Sudbury: 13

Brief resume of background and pertinent experience:

Self-employed. Insurance Adding. Bird birder, with experience reading maps for SUT & Mass Audubon. Have a keen interest in preservation.

Municipal experience (if applicable): *maintenance of wetlands.*

Educational background:

*Indiana University of PA. - course work
Harvard Extension School - course work
Berklee College of Music - work*

Reason for your interest in serving:

I am interested in how permitting & the process works

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

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

no

*no bird surveys
at Great Meadows Concord
and Assabet River.*

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

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

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

Signature

[Signature]

Date

11/10/14

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 2
Update on Town Building Projects

Date of Request: 12/5/2014

Requested by: Chairman Chuck Woodard

Formal Title:

Discussion/update on the status of the following Town Building projects: (1) Police Station project, (2) Town Hall, (3) Loring Parsonage - Jim Kelly, Combined Facilities Director, to present

Recommendations/Suggested Motion/Vote:

None - discussion only

Background Information:

See attached

Financial Impact Expected:

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:

Jim Kelly, Combined Facilities Director



Town of Sudbury

Town Manager's Office

278 Old Sudbury Road
Sudbury MA 01776
978-639-3385

Maureen G. Valente, Town Manager

Townmanager@town.sudbury.ma.us

<http://www.town.sudbury.ma.us>

Date: Monday December 8, 2014
To: Board of Selectmen
CC: Jim Kelly, Facilities Director
From: Maureen G. Valente, Town Manager
Subject: Presentation/update on Town Facilities

Jim has prepared a power point presentation to update you on the Town Hall project, and to ask you to think about appropriate next steps to keep this planning process moving forward. The plans for two particular projects are linked – the Town Hall and Loring Parsonage – and decisions on one will affect the other. And given how long it takes to evaluate options, narrow down alternatives, and arrive at best solutions, we feel it is important to get direction from the Board of Selectmen.

The power point deck will be emailed to you tomorrow evening.

All of you should now have the final report prepared by Bargmann Hendrie + Archetype, Inc. on the Sudbury Town Hall Renovation Project. Bob and Pat, your copies are included with your packet materials. Chuck, Len and Larry – you were given copies when the architect did his presentation at Goodnow Library. Hopefully you have held on to those reports.

Additionally, Jim will be giving you a quick update on the Police Station construction project.

Sudbury Town Hall Renovation Project and Capital Improvement Plan



Agenda: KJ1

- Sudbury Town Hall, history and present day condition
- Problem Statement
- Alternatives and options
- Recommended Solution



Building background and Current State:



Current State: 12,789 square feet

- Underutilized/ not accessible
- Inefficient
- Deteriorating systems
- Deferred maintenance high

Desired State: sufficient space for use

- Create usable space for town services
- New life safety systems
- Efficiency upgrades
- Code compliance

Existing Structural Conditions



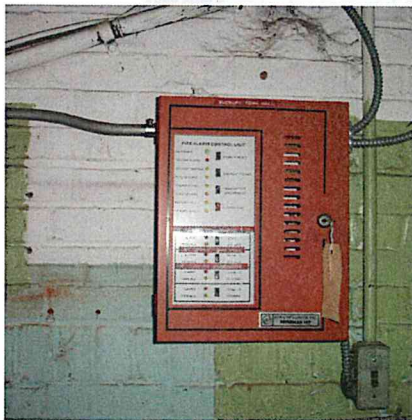
- Concrete foundation, slab on grade
- Wood framed second floor bearing on steel girders
- Unreinforced cinder block masonry walls at exterior

- wood framed front wall and high gable ends
- Steel framed roof trusses bearing on steel columns
- Slate roof covering on wood framed sheathing and 2x10 rafters



Sudbury Town Hall Fire Alarm- Life Safety/Building Protection

Antiquated fire alarm panel/ no fire suppression exists



Pull station and horn strobes are nearing the end of their serviceable life



Vestibule Additions over the years

ADA Compliant entry door 1996



ADA Compliant rear door 1982



Energy Savings Opportunities

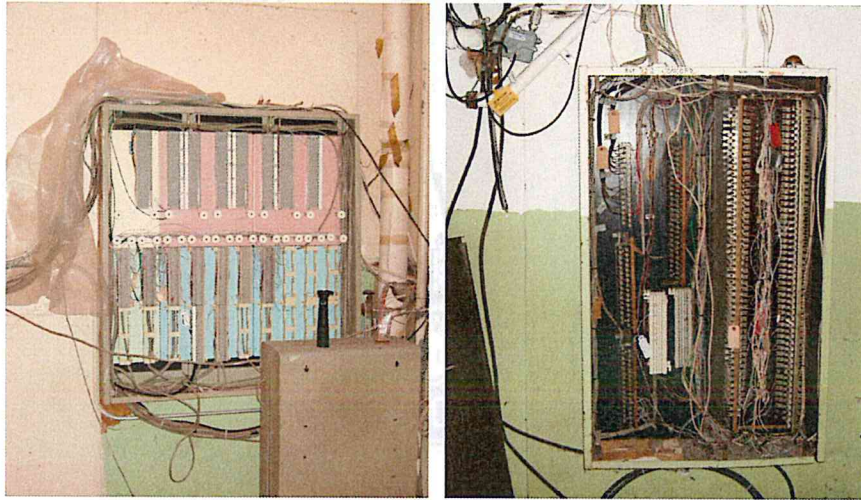
Add insulation under the roof



Single pane glass w/o storm windows



Obsolete Technology



Town Halls Antiquated Bathrooms

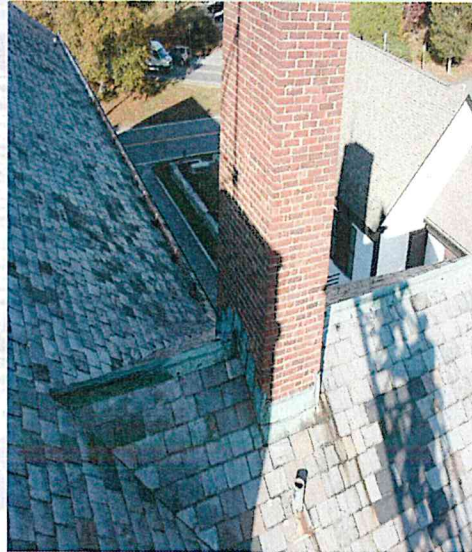
- What remains from Fire Department occupancy
- Wasted opportunity for useful needs
- Existing Public restroom , in use today
- Not handicapped accessible



Slate Roof and Flashings Assessment

Envelope conditions will be assessed:

- Existing slate roof is 82 years old
- Slates are soft and wearing
- Slate fasteners are rusting and failing
- Copper flashings are pitting and leaking



Assessing Roof Conditions- Roof Leaks





Problem Statement:

Erected in 1932, Sudbury Town Hall is currently underutilized and is physically and functionally inadequate.

The Town of Sudbury faces a need for more office and program space for the Senior Center and Recreation Department

Sudbury Public Schools Administration is in awkward space, temporary location for 20 plus years



Question for Sudbury Residents:

- How will the Town of Sudbury maximize the value, and current and future use of the Town Hall.
- What is the current Condition of the Sudbury Town Hall, and what should the Town of Sudbury do with its aging and deteriorating facility?



Alternative 1- renovate/addition for Town Offices

Renovate/Addition for Town Offices (move school administration to Flynn Building)

- School Department moves to historic school building (Flynn Building)
- Adjacent to Peter Noyes School (adjacencies)
- School Campus
- Town Hall becomes central town office building
- Merge IT Departments (efficiencies)
- Adequate space at the Flynn Building for schools administration offices
- \$ 10.0 Million

Alternative 2- Renovation/Addition for School Administration offices

- Smaller addition at Town Hall-school admin only
- No need to move existing town staff from the Flynn Building-no disruption
- Awkward school use in a Town Hall
- Schools IT department stays separate from Town IT- no economies of efficiencies
- Less costly, more appealing to taxpayers
- \$8.3 Million

Alternative 3- Renovation/Preservation

- No need to add additional space, reduce cost
- Will meet accessibility standards, most current codes, and includes upgrades to the buildings deteriorating systems
- No disruption of existing offices
- 100% CPA Funds are possible for Historic Renovation
- Meeting House, no planned municipal purpose?
- Does not solve space needs for Seniors, Park and Rec, or School Department
- \$ 5.7 million

Alternative 4- Tear Down and re-build

- Less costly per square foot of new space
- Meet code for new construction, including seismic
- More efficient layout, total finished area reduced
- More energy efficient/Stretch Code
- Less costly while solving space needs – more appealing to taxpayers
- Not popular, not a sustainable solution (waste)
- May be complex in Historic District
- Same footprint, perhaps 3 stories, efficient use of site
- \$ 9.1 million Town offices / \$8.4 for School Admin

alternatives

| scheme | Renovate to consolidate floor levels with new Addition | | CPA Renovation, No Addition | Demolish Existing and Rebuild |
|---------|---|---|--|---|
| program | Town Offices Scheme 2 | School Admin Scheme 2 | tbd | Town Offices & School Admin |
| Pros | <ul style="list-style-type: none"> • Provides suitable space for the Town Offices to work in the same building. • Town Office and government are associated with the Town Hall building. • Can possibly get CPA funding for the project. | <ul style="list-style-type: none"> • Provides suitable space for the School Administration with room to grow in the future. • Can possibly get CPA funding for the project | <ul style="list-style-type: none"> • Lower renovation cost with more flexibility for program space. • Can get CPA funding for the project | <ul style="list-style-type: none"> • Requires less area than renovating the building because a new building can use space more efficiently • Costs the same or less than renovating the existing. • Can meet all code requirements, especially seismic code in case of a natural disaster. |
| Cons | <ul style="list-style-type: none"> • Provides a large 4-story addition • Drives up project cost that the Town may not be willing to pay for. • Requires more area due to inefficiencies in vertical and horizontal circulation. | <ul style="list-style-type: none"> • Provides a large addition on the first floor for the meeting room which drives up cost. • The Town Clerk is located in the building instead of having a dedicated School Admin building. • The School Admin is associated with the Town Hall. • Requires more area due to inefficiencies in vertical and horizontal circulation. | <ul style="list-style-type: none"> • It is a significant amount of money to renovate the existing building. • Without a determined program, the project may not receive support from officials or residents. | <ul style="list-style-type: none"> • No CPA funding for the project. • Could receive negative support from officials and residents. |

Estimated Cost Summary

| scheme | Renovate to consolidate floor levels with New Addition | | CPA Renovation, no Addition | Demolish Existing & Rebuild without level changes | |
|-------------------|--|-----------------------|-----------------------------|---|--------------|
| program | Town Offices Scheme 2 | School Admin Scheme 2 | tbd | Town Offices | School Admin |
| gross area | 20,660 sf | 18,550 sf | 14,700 sf | 16,700 sf | 14,800 sf |
| construction cost | \$7.80 m | \$6.40 m | \$4.30 m | \$7.10 m | \$6.50 m |
| soft cost | \$1.32 m | \$1.16 m | \$0.87 m | \$1.20 m | \$1.10 m |
| contingency | \$0.90 m | \$0.75 m | \$0.52 m | \$0.80 m | \$0.76 m |
| Total Cost | \$10.0 m | \$8.3 m | \$5.7 m | \$9.1 m | \$8.4 m |

Alternatives 5, 6, and 7...

- Any other ideas or alternatives?
- BH+A Final Report is on Facilities Department Web Page
- Much more detail is included in the report; floor plans for alternatives, programmatic assessment and proposed elevations and schematic drawings
- Code issues, school administration programming, Flynn Building assessment, and summary of options

Recommended alternatives- next steps

- Public Meetings to discuss core issue of space needs and facility condition of Town Hall
- Selectmen create Blue Ribbon Committee, similar to Police Station Blue Ribbon Committee
- Town/Residents involvement, decision making
- Create consolidated planning with Town Center, Loring Parsonage, Fairbank Community Center
- Should be parallel planning with Loring and considered as a Town Center Concept
- Public Process for review and involvement of alternatives
- Town Meeting May 2016

The End



SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 3
Rail Trail Forum Discussion

Date of Request: 12/1/2014

Requested by: Chuck Woodard

Formal Title:

Discussion on Rail Trail Forum, and vote on date, format and other particulars.

Recommendations/Suggested Motion/Vote:

Discussion on Rail Trail Forum, and vote on date, format and other particulars

Background Information:

See attached

Financial Impact Expected: N/A

Approximate Time Requested: 15 min.

Representative(s) Expected to Attend Meeting:

Rails to Trails Public Forum

The potential for the conversion of old rail corridors to active trails.

Provide examples of successful projects in the region

Trails in Sudbury

Bruce Freeman Rail Trail

Where it is, include a map, ownership and history of the line

Mass Central Rail Trail

Where it is, include a map, ownership and history of the line

Current Planning Activities

Bruce Freeman Rail Trail

25% Design, give outline of process, and state construction cost

Mass Central Rail Trail

Potential Design/Build, reduced scope

How to Participate

Schedule of already determined meetings and proposed meetings

Q/A Session

Panel – Jim, Jody, VHB, Chuck

What are your concerns?

How would you like to be involved?

Staff to put together a flyer to distribute, a Fact Sheet, A PowerPoint for this meeting and FAQ's after the meeting. Should be at the library (or at least not at town hall) and be filmed. Advertised at local businesses along corridors, posted online, emailed to all applicable committees, emailed to chamber.

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 4

Strategic Financial Planning Committee Report

Date of Request: 12/8/2014

Requested by: Chuck Woodard

Formal Title:

Receive the preliminary report of the Strategic Financial Planning Committee for Capital Funding and potential vote on its recommendations.

Recommendations/Suggested Motion/Vote:

Vote

Receive the preliminary report of the Strategic Financial Planning Committee for Capital Funding and vote on its recommendations.

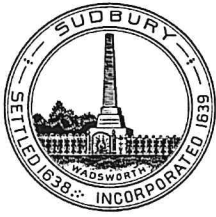
Background Information:

You will receive preliminary report prior to the 12/11 meeting

Financial Impact Expected:

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:



TOWN OF SUDBURY

Office of Selectmen
www.sudbury.ma.us

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

Email: selectmen@sudbury.ma.us

Date: December 10, 2014
To: Board of Selectmen
From: Chuck Woodard, Selectman and Chairman of the Strategic Financial Planning Committee for Capital
Subject: Interim Report and FY16 Recommendation

The Strategic Financial Planning Committee for Capital (hereafter the Capital Funding Committee) has asked me to distribute an interim report focusing on specific FY16 Budget Recommendations so that the Capital Improvement Advisory Committee, Board of Selectmen, Finance Committee, Sudbury Public School Committee and Lincoln-Sudbury Regional School Committee have early knowledge of these recommendations. The Capital Funding Committee hopes that by giving you, and the residents of Sudbury, this early information, everyone can begin giving careful thought to these recommendations. This memo will serve as that interim report.

The Mission of the Capital Funding Committee was amended by the Board of Selectmen to annually generate, evaluate and recommend financing strategies both short and long term, in connection with the Town's Capital Improvement Planning (CIP) for the capital needs of the Town, the Sudbury Public Schools and Lincoln-Sudbury Regional High School so as to protect the Town's investment in its capital assets. Last year, the Committee developed specific recommendations for FY15 and capital funding policy recommendations for future years (see Attachment B). This year the Capital Funding Committee has developed specific recommendations for FY16, and has general thoughts on the four out years of the 5 year Capital Improvement Plan (CIP).

The recommendations were developed after lengthy consideration of the approximately \$73 million in projects on the 5 year CIP. \$41 million of that represents three major potential projects: Renovation of the Town Hall (\$10 million), Design and Construction of a Sewer facility for the Route 20 Business area (\$15 million) and Renovation or Replacement of the Fairbank Community Center (\$16 million). As all design and construction estimates for these three projects are still preliminary, as well as proposed start dates, we are using the preliminary project information generated thus far. The other \$31.8 million represents a long list of projects to repair Town, SPS and L-S facilities and infrastructure, enhance and replace Fire/EMS equipment, purchase DPW rolling stock and equipment, provide design services on rail trail projects, provide improvements to Recreational assets, enhance and upgrade Town and school technology, and improve intersections in Sudbury.

Attachment A is a summary of the five year CIP shown two ways. Table 1 of the attachment is **Total Capital Spend**, and this shows the proposed spending for the five year CIP from FY16 through FY20, as well as the prior nine years of capital spending by the Town. The projects are categorized by funding mechanism for the type of project that the committee felt made the most sense. For example, projects which cost from \$50,000 to \$1,000,000 are categorized as Small Projects. Larger projects, generally exceeding \$1,000,000 and good candidates for bonding, are categorized as Large Projects. The Table shows the total estimated cost of future projects.

Table 2 of the attachment is **Capital Component of Taxes**, showing the same five year CIP, plus nine years of history, by the projected annualized payments from the tax levy for the CIP. The primary differences between Table 1 and Table 2 are that debt service for existing plus future large projects are shown on a year by year basis rather than the total project cost in the year of potential approval. And this shows the net cost of projects such as those for School Roofs, where there is an offset for the grants that are received for these projects, lowering the impact on the tax levy.

The last page of Attachment A contains data that were used to build the CIP financing model.

The Johnson Farm property and the Nixon Roof project are included in these two tables as they were approved by voters on Tuesday. They are shown as new Large Projects in FY16 on Table 1 and Large Project Debt Exclusion on Table 2.

FY16 Recommendations

The primary task of the Capital Funding Committee was to create and submit to the Selectmen a report that the Board, Finance Committee, Capital Improvement Advisory Committee and staff can use for considering the financing of the projects that have been submitted. Our specific recommendations for FY16 are as follows:

1. That the five year CIP, along with the financing recommendations for the first year of the five years, be updated annually.
2. That the annual appropriation for capital spending that is paid from the annual tax levy be no more than \$4.85 million annually, excluding major projects. As a source for this number, this begins with the amount (\$4.7 million) appropriated in FY14, which the committee had previously discussed (but not voted) to use as a rough estimate of the ceiling on what could be spent each year over the next five years on capital needs other than major projects, assuming financing using the recommended funding policy, and enable the town to catch up on the backlog of capital needs that have built up after ten years of underinvesting. We now recommend that the estimated \$150,000 annual debt service for purchase of the Johnson Farm property be added to the \$4.7 million ceiling,

3. That the Board of Selectmen requests an operating override of \$400,000 to begin generating the amounts needed to fund the newly created Special Stabilization Fund for DPW Rolling Stock. Our analysis shows that if this amount is raised and put into the fund each year, it will provide sufficient stream of funding to allow timely replacement of the DPW trucks, heavy equipment and related equipment for the trucks (e.g. sander bodies, plows) as well as the next ambulance that will need to be replaced in FY19. Further, we recommend that the mission of the Special Stabilization Fund be amended to include future ambulances, but not fire engines or fire ladder trucks as those are so large an expense it would displace the DPW needs and undercut the goal of this special stabilization fund. If approved at the ballot and funds are appropriated into the Special Stabilization Fund at the 2015 Annual Town Meeting, we would also ask that DPW rolling stock approved by the CIAC for purchase in FY16 be paid for using funds put in the Special Stabilization Fund.

4. That the CIAC consider the long list of Small Projects (that is, those over \$50,000 but less than \$1,000,000), which totals approximately \$1.8 million in FY16. The Capital Funding Committee recommends that \$800,000 of Free Cash be used to fund those projects recommended by the CIAC, and if the total amount exceeds that amount, that a capital exclusion ballot question be put before voters to fund the difference. This would mean that if the CIAC recommended all projects on the \$1.8 million list, they would recommend a \$1 million capital exclusion question along with use of \$800,000 in Free Cash. These projects would be presented as articles for Town Meeting consideration.

| FY16 Capital Funding Recommendations | | FY16 |
|---|-----------|------------------|
| Existing Debt Service | \$ | 1,823,034 |
| Capital budget within tax levy, projects under \$50K | \$ | 392,750 |
| Operating DPW leases in DPW budget | \$ | 224,040 |
| Rolling Stock Stabilization Fund | \$ | 400,000 |
| Small Projects - Capital Exclusion | \$ | 1,835,250 |
| Police Station to be issued, will be in FY 16 debt service budget | \$ | 615,000 |
| Johnson Farm to be issued, will be in FY16 debt service budget | \$ | 142,500 |
| Nixon Roof to be issued, will be in FY16 debt service budget | \$ | 85,509 |
| Total Recommended | \$ | 5,518,083 |
| Use of Free Cash to reduce capital exclusion/tax impact | \$ | 800,000 |
| Total from the Tax Levy for Capital | \$ | 4,718,083 |

Other Considerations

The Capital Funding Committee is mindful of other factors that they know will affect the need for and availability of funding for capital in the future. We list these considerations here, and understand that our analysis and recommendations for future years may change depending on what happens with these items that are not clear at this time.

1. The amount and timing of the “big three” capital projects mentioned previously: The Town Hall project, the Fairbank Community Center project, and the Sewer project. Therefore we have projected debt service amounts and dates to facilitate discussions, but have not included them in our total capital spending for the CIP. Further, we believe if they are brought forward for consideration by voters, they should not supplant the other projects on the CIP, but rather voters should be asked if they want these projects above and beyond our targeted \$4.9 million annual capital spending.
2. There is a large request from the Park and Recreation Commission to redevelop and expand Davis Field. The projected \$8.3 million of capital spending in FY17 assumes and includes \$2 million of debt funding for the Davis project, with amounts above \$2 million assumed to come from other sources including CPA funds and private funding.
3. Restoring \$1.1 million to the Melone Gravel/Mining Fund from Free Cash. We don’t know yet if the Board of Selectmen will recommend this step, or if Town Meeting will approve this. For the time being, we are using a working assumption that \$1.1 million in Free Cash is needed for this purpose.
4. Sale of existing Police Station. The question of the future of the station property needs to be taken up, and if it is sold, it might generate \$500K or more. These funds may have to be voted to be used for a capital purpose, since this involves sale of a capital asset. If so, those are funds that could help fund part of future CIP.
5. Alternative Uses for Free Cash. This committee recognizes that the Town/SPS/L-S are proposing to begin various actions to address the Normal costs for OPEB obligations and determine if there is a possibility to permanently direct a stream of revenue to these costs. The Finance Committee and others may also want to consider the use of Free Cash to address the unfunded liability for past Normal costs, thus the Capital Funding Committee recommends leaving some Free Cash for either other purposes such as OPEB OR to help with the Capital Spending plans in FY17, which at this time exceeds the target amount of \$4.85 million from the Tax Levy.
6. Policies on use of bonding. A question arose at the Special Town Meeting on which projects are recommended for bonding versus which might be recommended for other funding, including Free Cash. Our committee took the following position last year: Try to reserve debt usage for Large Projects; Use debt exclusions to bond large projects over the term permitted by State law; and, for fiscal years FY16, FY17, and FY18 only, consider bonding some of the Small Projects to enable the Town to catch up on the large backlog of capital needs in a planned fashion without substantial increases in the tax rate in any one year. Reviewing the updated CIP one year later we believe there is

still a need to bond some Small Projects to “get over the hump”, but the recommended three years now appear to be FY17, FY18, and FY20.

Lastly, we want to remind all readers of this interim report that there is other capital spending amounts that are already built into the Town’s FY16 spending plans. This includes: debt service for both issued and authorized but unissued debt (Police Station, Johnson Farm and Nixon Roof project); the operating capital budget for those projects less than \$50,000, which is recommended for \$392K in FY16; and the leases for DPW equipment in the DPW budget, which are going down as older leases are being paid off.

We look forward to finalizing our report and making that available to you as soon as reasonably possible.

Total Capital Spend

| | <u>FY14</u> | <u>FY15</u> | <u>FY16</u> | <u>FY17</u> | <u>FY18</u> | <u>FY19</u> | <u>FY20</u> |
|--|-------------|-------------|--------------|-------------|--------------|--------------|--------------|
| Capital Budget within tax levy | \$284,062 | \$296,000 | \$392,750 | \$402,569 | \$412,633 | \$422,949 | \$433,523 |
| Operating Leases for Capital | \$270,723 | \$271,040 | \$224,040 | \$177,040 | \$130,040 | \$83,040 | \$0 |
| Other New Capital Spending | \$710,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Rolling Stock | \$0 | \$558,300 | \$400,000 | \$410,000 | \$420,250 | \$430,756 | \$441,525 |
| Fire Trucks & Ambulance (latter FY15 only) | \$0 | \$685,000 | \$0 | \$1,450,000 | \$0 | \$0 | \$0 |
| Small Projects | \$0 | \$1,060,000 | \$1,835,250 | \$3,900,182 | \$3,936,541 | \$2,051,051 | \$4,899,114 |
| Large Projects excl Big Four | \$0 | \$0 | \$2,600,000 | \$2,000,000 | \$1,865,000 | \$1,000,000 | \$1,815,000 |
| Total New Capital Excl Big Four | \$1,264,785 | \$2,870,340 | \$5,452,040 | \$8,339,791 | \$6,764,464 | \$3,987,796 | \$7,589,162 |
| Police Station | | | \$8,200,000 | | | | |
| Town Hall | | | | | \$10,000,000 | | |
| Sewer | | | | | | \$15,000,000 | |
| Fairbank | | | | | | | \$16,000,000 |
| Total Big Four | \$0 | \$0 | \$8,200,000 | \$0 | \$10,000,000 | \$15,000,000 | \$16,000,000 |
| Total Capital Spend | \$1,264,785 | \$2,870,340 | \$13,652,040 | \$8,339,791 | \$16,764,464 | \$18,987,796 | \$23,589,162 |
| Capital Budget within tax levy | \$285,095 | \$384,148 | \$362,500 | \$276,622 | \$273,271 | \$222,003 | \$255,584 |
| Operating Leases for Capital | \$163,165 | \$186,206 | \$150,542 | \$246,761 | \$255,783 | \$316,944 | \$291,745 |
| Other New Capital Spending | \$0 | \$415,000 | \$200,000 | \$121,550 | \$90,000 | \$2,640,000 | \$1,525,350 |
| Total New Capital Spend | \$448,260 | \$985,354 | \$713,042 | \$644,933 | \$619,054 | \$3,178,947 | \$2,072,679 |

Capital Component of Taxes

| | FY14 | FY15 | FY16 | FY17 | FY18 | FY19 | FY20 |
|-----------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Existing Debt Service | \$3,380,475 | \$2,017,776 | \$1,823,034 | \$1,633,982 | \$1,518,004 | \$1,172,516 | \$1,172,458 |
| Capital Budget within tax levy | \$784,062 | \$296,000 | \$392,750 | \$402,569 | \$412,633 | \$422,949 | \$433,523 |
| Operating Leases for Capital | \$270,723 | \$271,040 | \$224,040 | \$177,040 | \$130,040 | \$83,040 | \$0 |
| Rolling Stock Stabilization Fund | \$0 | \$0 | \$400,000 | \$410,000 | \$420,250 | \$430,756 | \$441,525 |
| Small Project- Capital Exclusion | \$700,000 | \$685,000 | \$1,835,250 | \$995,932 | \$1,448,719 | \$2,051,051 | \$1,555,783 |
| Small Project- Debt Exclusion | \$0 | \$0 | \$0 | \$463,240 | \$858,205 | \$843,065 | \$1,345,545 |
| Fire Trucks- Debt Exclusion | \$0 | \$0 | \$0 | \$161,917 | \$157,567 | \$153,217 | \$148,867 |
| Police Station | \$0 | \$0 | \$615,000 | \$604,750 | \$594,500 | \$584,250 | \$574,000 |
| Large Project Debt Exclusion***** | \$0 | \$0 | \$228,009 | \$406,058 | \$569,908 | \$679,692 | \$833,850 |
| Total Capital- Tax Bills | \$4,635,260 | \$3,269,816 | \$5,518,083 | \$5,255,488 | \$6,109,825 | \$6,420,535 | \$6,505,551 |
| Free Cash | \$0 | \$1,618,300 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total incl Free Cash | \$4,635,260 | \$4,888,116 | \$5,518,083 | \$5,255,488 | \$6,109,825 | \$6,420,535 | \$6,505,551 |

*****Not including Police Station, Town Hall, Sewer, or Fairbank

| | FY07 | FY08 | FY09 | FY10 | FY11 | FY12 | FY13 |
|--------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Debt Service | \$ 5,225,728 | \$ 4,146,295 | \$ 5,030,127 | \$ 4,850,950 | \$ 4,709,299 | \$ 4,335,060 | \$ 4,248,850 |
| Capital Budget within tax levy | \$ 285,095 | \$ 384,148 | \$ 362,500 | \$ 276,622 | \$ 273,271 | \$ 222,003 | \$ 255,584 |
| Operating Leases for Capital | \$ 163,165 | \$ 186,206 | \$ 150,542 | \$ 246,761 | \$ 255,783 | \$ 316,944 | \$ 291,745 |
| Capital Exclusion | \$ | \$ 405,000 | | | | | |
| Total Capital- Tax Bills | \$ 5,673,988 | \$ 5,121,649 | \$ 5,543,169 | \$ 5,374,333 | \$ 5,238,353 | \$ 4,874,007 | \$ 4,796,179 |

Small Project Capital Exclusion Detail

| | FY16 | FY17 | FY18 | FY19 | FY20 |
|---|-------------|-----------|-------------|-------------|-------------|
| Capital Excl = operating capital request > operating capital budget | \$0 | \$470,932 | \$132,424 | \$51,051 | \$285,283 |
| Capital Exclusion funding per Small Project List | \$379,000 | \$525,000 | \$1,316,295 | \$535,000 | \$1,270,500 |
| Capital Excl for bondable Small Projects FY16 & FY 19 that are not bonded | \$1,456,250 | \$0 | \$0 | \$1,465,000 | \$0 |
| Total Capital Exclusion | \$1,835,250 | \$995,932 | \$1,448,719 | \$2,051,051 | \$1,555,783 |

| | |
|------------------------------|----------------------|
| Total Cost of Capital Assets | |
| LS (85%) | \$65,924,258 |
| Town & SPS | \$98,436,310 |
| Total | <u>\$164,360,568</u> |

| | |
|---|--------------|
| Five Year Capital Spend | |
| Nov 2014: FY16-FY20 | \$81,333,254 |
| Jan 2014: FY16-FY20 | \$61,355,611 |
| Five Year Small Project Spend | |
| Nov 2014: FY16-FY20 | \$16,622,138 |
| Jan 2014: FY16-FY20 | \$12,372,250 |
| Five Year Large Project Spend (excl Big Four) | |
| Nov 2014: FY16-FY20 | \$9,280,000 |
| Jan 2014: FY16-FY20 | \$8,458,000 |

| | |
|----------------------------|-------|
| Interest Rate assumptions: | |
| 5 years | 2 % |
| 10 years | 2 % |
| 15 years | 2.5 % |
| 20 years | 2.5 % |
| 30 years | 3 % |

Small Project bonding:
Minimum lot size \$1 million to bond, over 5 years
Excess above roughly \$1 million over 10 years

Large Project Detail (excl Big Four)

| | <u>FY16</u> | <u>FY17</u> | <u>FY18</u> | <u>FY19</u> | <u>FY20</u> |
|---|-------------|-------------|-------------|-------------|-------------|
| Davis Field Development | | | | | |
| Nixon Cafetorium Roof/windows and exterior doors | | \$2,000,000 | | | |
| Johnson Farm Purchase | \$700,000 | | | | |
| Field Development (Davis, Featherland, Ti-Sales property) | \$1,900,000 | | | | |
| Haynes Roof Areas 5,6,7,9 | | | \$1,865,000 | | |
| Feeley Field Reconstruction | | | | \$1,000,000 | |
| Nixon Roof Areas 1,2,4,5,6 | | | | | \$1,815,000 |
| Loring Roof Repair | | | | | |
| Sherman's Bridge Replacement | | | | | |

Attachment B of the Interim Report

Capital Funding Policy Recommendations (021014)

The Capital Funding Policy is a recommendation with regard to the funding of those capital requests that may be recommended by the CIAC. It is not an endorsement of the future requests that are likely as a result of the inventory of capital needs prepared by Town and School staff that was delivered in April 2013.

FY15

- Continue with the "capital budget within tax levy" to pay for small items.
- To the extent recommended by the CIAC, use a portion of Free Cash in FY15 to catch up on the large backlog of rolling stock needs (\$558K), several important SPS and Town facility needs (\$440K), and fund Sudbury's share of the LS network and technology needs (\$620K).
- Set up a Rolling Stock Stabilization Fund as a means to enable the purchase of rolling stock for cash in the future and discontinue leasing.
- Use a capital exclusion to pay for public safety equipment (fire truck and ambulance).
- Consider a capital exclusion for those projects that the CIAC determines should not be deferred. Defer the remainder of Small Project needs.
- Use a debt exclusion to bond the Police Station project.

Post FY 15

- Continue with the "capital budget within tax levy" to pay for small items.
- Fund the Rolling Stock Stabilization Fund with annual contributions to be determined and plan to pay cash for rolling stock. No more new leasing.
- Use capital exclusions to pay for occasional very large rolling stock purchases (e.g. fire trucks).
- Generally use capital exclusions to pay for Small Projects except: Consider financing some of the 2016-2018 bulge in Small Projects over a period not to exceed ten years to get past the backlog and avoid spikes in capital exclusion requests of the taxpayers.
- Generally try to reserve debt usage for Large Projects.
- Use debt exclusions to bond large projects over the term permitted by State law.

Timing to be Determined: Consider the ESCO approach to funding the cost of some energy and infrastructure projects with the energy savings produced by those projects.

Still Under Discussion: The establishment of special purpose stabilization funds as permitted under State law to smooth the funding and tax impact of specific types of capital needs.

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 5
FY14 draft CAFR Financial Statements

Date of Request: 12/8/2014

Requested by: Andrea Terkelsen

Formal Title:

Vote to authorize the Finance Director's release of draft FY14 CAFR financial statements to the Finance Committee as soon as they become available in advance of these materials being presented to and accepted by the Board of Selectmen at the annual audit exit conference to be held at a future date in early 2015.

Recommendations/Suggested Motion/Vote:

Vote to authorize the Finance Director's release of draft FY14 CAFR financial statements to the Finance Committee as soon as they become available in advance of these materials being presented to and accepted by the Board of Selectmen at the annual audit exit conference to be held at a future date in early 2015.

Background Information: N/A

Financial Impact Expected:

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:

Andrea Terkelsen

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 6
2015 Annual License Renewals

Date of Request: 12/5/2014

Requested by: Leila S. Frank

Formal Title:

Vote, as the Licensing Authority for the Town of Sudbury, to renew the Alcoholic Beverages, Common Victualler, Entertainment and Sunday Entertainment licenses to expire December 31, 2015; and Motor Vehicle Classes 1, 2, and 3 licenses to expire January 1, 2016, as shown on the attached lists.

Recommendations/Suggested Motion/Vote:

Vote/Sign

Vote, as the Licensing Authority for the Town of Sudbury, to renew the Alcoholic Beverages, Common Victualler, Entertainment and Sunday Entertainment licenses to expire December 31, 2015; and Motor Vehicle - Classes 1, 2, and 3 licenses to expire January 1, 2016, as shown on the "2015 License Renewal Applications," attached and incorporated herein; and to forward the appropriate renewal forms to the Alcoholic Beverages Control Commission where applicable; said licenses to be held subject to payment of the required license fees, compliance with the Selectmen's Alcohol Training Policy, correction of any/all outstanding health, safety or zoning violations, receipt of verification of Workers' Compensation Insurance for the licensing period, and the payment of all outstanding personal property taxes, real estate taxes and state taxes; said licenses shall also be subject to all previous restrictions.

Background Information:

Please see attached

Financial Impact Expected: Application fees

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:

2015 License Renewal Applications

| Business Name | ADDRESS | License Type(s) | Fee Paid | Tax Attest | WrksCmp Ins. | Liq Ins. | TIPS Training | Food Serv Req. |
|--|-----------------------|----------------------------------|------------------------------|------------|--------------|------------|---------------|----------------|
| Kappy's Distributors | 474 Boston Post Road | AA Package | \$2,275 | 11/20/2014 | 11/20/2014 | 11/21/2014 | 11/20/2014 | |
| Stony Brook Market OPENING SOON | 29 Hudson Road | AA Package | \$2,275 | 11/19/2014 | n/a | n/a | n/a | |
| Sudbury Farms | 439 Boston Post Road | W&M Package | \$1,525 | 11/21/2014 | 11/21/2014 | 11/21/2014 | 11/21/2014 | |
| Sudbury Wine, Spirits and Provisions | 410 Boston Post Road | AA Package | \$2,275 | 11/21/2014 | 11/21/2014 | 11/21/2014 | 11/21/2014 | |
| Acapulcos | 694 Boston Post Road | AA Restrnt; CV | \$3,575 | 11/7/2014 | 11/7/2014 | 11/7/2014 | 11/7/2014 | 11/8/2014 |
| American Legion Post #191 | 676 Boston Post Road | AA Club; CV; (Pool Table=May) | \$575 | 11/12/2014 | 11/18/2014 | 11/18/2014 | 11/21/2014 | 11/12/2014 |
| Bosse Sports & Health Club | 141 Boston Post Road | AA Restrnt; CV; (Ent) | \$3,575 | 11/20/2014 | 11/25/2014 | 11/25/2014 | 11/25/2014 | 11/25/2014 |
| Bullfinch's | 730 Boston Post Road | AA Restrnt; CV; Ent | \$3,625 | 11/10/2014 | 11/10/2014 | 11/10/2014 | 11/10/2014 | 11/10/2014 |
| Chili Basil | 385 Boston Post Road | AA Restrnt; CV | \$3,575 | 11/12/2014 | 11/12/2014 | 11/12/2014 | 11/12/2014 | 11/12/2014 |
| Conrad's OPENING SOON | 120 Boston Post Road | AA Restrnt; CV; Ent | \$3,575 | 11/20/2014 | n/a | n/a | n/a | 11/20/2014 |
| Franco's Trattoria | 365 Boston Post Road | Wine & Malt w/Cordials; CV | \$1,875 | 11/19/2014 | 11/19/2014 | 11/19/2014 | 11/19/2014 | 11/19/2014 |
| Fugakyu Café | 621 Boston Post Road | AA Restrnt; CV; Ent | \$3,625 | 11/14/2014 | 11/14/2014 | 11/14/2014 | 11/14/2014 | 11/20/2014 |
| Lavender Asian Cuisine | 519A Boston Post Road | AA Restrnt; CV; Ent | \$3,575 | 11/19/2014 | 11/19/2014 | 11/19/2014 | 11/14/2014 | 11/20/2014 |
| Longfellow's Wayside Inn | 72 Wayside Inn Road | AA Restrnt; CV/Innkeeper; Ent | \$3,625 | 11/19/2014 | 11/19/2014 | 11/19/2014 | 11/19/2014 | 11/19/2014 |
| Lotus Blossom | 394 Boston Post Road | AA Restrnt; CV | \$3,575 | 11/14/2014 | 11/14/2014 | 11/14/2014 | 11/14/2014 | 11/14/2014 |
| No. 29 Sudbury | 29 Hudson Rd | AA Restrnt; CV; Ent; Sunday Ent. | \$3,975 | 11/21/2014 | 11/21/2014 | 11/21/2014 | 11/21/2014 | 11/21/2014 |
| Oishii Too Sushi Bar | 365 Boston Post Road | W&M Restrnt; CV | \$1,575 | 10/25/2014 | 11/13/2014 | 11/13/2014 | 11/12/2014 | 11/20/2014 |
| Paani-Pure Indian Cuisine | 621A Boston Post Road | Wine & Malt w/Cordials; CV | \$1,875 | 11/20/2014 | 11/20/2014 | 11/20/2014 | | 11/20/2014 |
| Rossini's - owe \$1,550 | 418 Boston Post Road | W&M Restrnt; CV | \$25 | 11/20/2014 | 11/20/2014 | 11/20/2014 | 11/20/2014 | 11/20/2014 |
| Sierra's | 470 North Road | AA Restrnt; CV; Ent | NOT PLANNING TO RENEW | | | | | |
| Soul of India | 103 Boston Post Road | AA Restrnt; CV | \$3,575 | 11/21/2014 | 11/21/2014 | 11/21/2014 | 11/21/2014 | 11/21/2014 |
| Victory Cigar Bar - owe \$3,550 | 615 Boston Post Road | AA Restrnt; CV; Ent | \$25 | 11/21/2014 | 11/21/2014 | 11/21/2014 | | 11/21/2014 |
| Fairfield Inn | 738 Boston Post Road | CV | \$50 | 11/18/2014 | 11/18/2014 | | | |
| Classic Pizza | 730 Boston Post Road | CV | \$50 | 11/24/2014 | 11/24/2014 | | | |
| Dunkin' Donuts | 378 Boston Post Road | CV | \$50 | 11/14/2014 | 11/14/2014 | | | |
| Friendly's | 457 Boston Post Road | CV | \$50 | 11/17/2014 | 11/17/2014 | | | |
| Impact Functional & Sports Training | 505 Boston Post Road | CV | \$50 | 11/21/2014 | 11/21/2014 | | | |
| Karma Coffee | 100 Boston Post Road | CV | \$50 | 11/21/2014 | 11/21/2014 | | | |
| Papa Gino's | 104 Boston Post Road | CV; Ent | \$100 | 11/10/2014 | 11/10/2014 | | | |
| Shaw's | 509 Boston Post Rd. | CV | \$50 | 11/10/2014 | 11/10/2014 | | | |
| Starbucks | 509 Boston Post Road | CV | \$50 | 11/10/2014 | 11/10/2014 | | | |
| Subway | 435 Boston Post Rd | CV | \$50 | 10/31/2014 | 10/31/2014 | | | |
| Sudbury Coffee Works | 15 Union Ave | CV | \$50 | 11/17/2014 | 11/17/2014 | | | |
| Sudbury Pizza | 426 Boston Post Road | CV | \$50 | 11/19/2014 | 11/19/2014 | | | |
| T-Wisted Frozen Yogurt | 410 Boston Post Road | CV | \$50 | 11/12/2014 | 11/12/2014 | | | |
| BMW of Sudbury | 68 Old County Road | New Car Class 1 | \$50 | 12/5/2014 | 12/5/2014 | | | |
| Jaguar Sudbury | 83 Boston Post Road | New Car Class 1 | \$50 | 11/26/2014 | 11/26/2014 | | | |
| Land Rover Sudbury | 83 Boston Post Road | New Car Class 1 | \$50 | 11/26/2014 | 11/26/2014 | | | |
| Mosher Auto Body | 34 Station Road | Used Car Class 3 | \$50 | 11/25/2014 | 11/25/2014 | | | |
| Sales Approach, Inc. | 49 Brimstone Lane | Used Car Class 2 | \$50 | 12/2/2014 | 12/2/2014 | | | |
| Station Road Auto Body | 40 Station Road | Used Car Class 2 | \$50 | 11/12/2014 | 11/12/2014 | | | |
| Sudbury Sundries, Inc. | 100 Boston Post Road | Used Car Class 2 | \$50 | 12/2/2014 | 12/2/2014 | | | |

THE COMMONWEALTH OF MASSACHUSETTS

State Fee, \$ 100

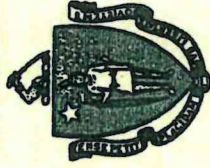
Municipal Fee, \$250

Town OF Sudbury

LICENSE

for
Public Entertainment on Sunday

29 GROUP LLC, DBA ~~NO~~ 29 Sudbury



license for Live acoustical music at No. 29 Sudbury, 29 Hudson Road (Name of licensee)
(Type of entertainment) on, January 1, 2015 to December 31, 2015 is hereby granted a
(Date)

to be conducted at No. 29 Hudson Road, Suite 150

The name of the establishment is ~~NO~~ 29 Sudbury Street.

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment will not commence before 1 P.M. and that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions:

The licensee shall not advertise his place of amusement, or any performance or exhibition therein, by means of pictorial posters or placards of an obscene or indecent nature; shall not, in his place of amusement, allow any person to wear a head covering which obstructs the view of other spectators; shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about his place of amusement during performances therein; shall employ to preserve order in his place of amusement only regular or special police officers designated therefor by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief Engineer of the Fire Department to guard against fire; shall keep in good condition, so as to be easily accessible, such standpipes, hose, water pails, axes, chemical extinguishers and other apparatus as the Chief Engineer of the Fire Department may require; shall allow such members of the fire department, in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle, passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen.

This license shall be kept on the premises where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Commissioner of Public Safety.

This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

The following numbers shown on
program submitted are not approved:

Mayor or Selectmen

Do not write in this space

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

Application for License for Public Entertainment on Sunday

10/23/14

(Date)

Hon. Charles C. Woodard

Mayor.

Chairman of Board of Selectmen, Sudbury

(City or Town)

Dear Sir:

The undersigned, in accordance with chapter 136 of the General Laws, as amended, hereby requests a license for _____

Live acoustical music at No. 29 Sudbury, 29 Hudson Road

(Insert Description of Entertainment)

in or on the property at No. 29 Hudson Road, Suite 150

Street

on January 1, 2015 to December 31, 2015, from 12pm P.M. to 9 P.M. OUTDOORS
(Date) 10 P.M. to Closing INDOORS

(Date)

12 PM to Closing

INDOORS

The concert or entertainment above mentioned is to be in keeping with the character of the Lord's Day and not inconsistent with its due observance.

Licensee or

Authorized representative.

(Sign name leg

Home Address,

PROGRAM OF CONCERT OR ENTERTAINMENT

[illegible]

THIS APPLICATION AND PROGRAM MUST BE SIGNED BY THE LICENSEE OR AUTHORIZED REPRESENTATIVE OF ENTERTAINMENT TO BE HELD. NO CHANGE TO BE MADE IN THE PROGRAM WITHOUT PERMISSION OF THE AUTHORITIES GRANTING AND APPROVING THE LICENSE.

THE FEE OF _____ DOLLARS TO ACCOMPANY THIS APPLICATION AND PROGRAM WHEN FORWARDED TO THE COMMISSIONER OF PUBLIC SAFETY FOR APPROVAL.



TOWN OF SUDBURY
Finance Department

278 Old Sudbury Road
Sudbury, Massachusetts 01776
Tel: (978) 639-3376

MEMORANDUM

DATE: November 18, 2014
TO: Selectmen's Office
RE: Tax Balances in Arrears for Licensees
FROM: Andrea Terkelsen, Finance Director-Treasurer/Collector

I am reporting to you in accordance with Town of Sudbury local general bylaw Article 18 Section 1 with a listing of business parties that have neglected or refused to pay any local taxes which are past due for twelve months or longer from the time of your request. Amounts due reflect all taxes, interest and other fees as of November 7, 2014.

Prior Year Personal Property Taxes:

| D/B/A | Tax Years | Amount Due |
|------------------|-----------|-------------|
| Rossini's | 2009-2011 | \$ 598.84 |
| Clarion Inn | 2009 | \$ 307.87 |
| Auto Diagnostics | 2008-2009 | \$ 3,076.30 |

In as much as some or all of the above businesses may not be seeking license renewal or have been sold/transferred and doing business under new ownership, you may disregard the information provided to you at this time. Please be advised that personal property tax amounts deemed uncollectible must be reported to the Board of Assessors and asked to be written off by formal request to the MA Department of Revenue.

Prior Year Real Estate Taxes:

| D/B/A | Tax Years | Amount Due |
|----------|-----------|--------------|
| Sierra's | 2012-2014 | \$ 28,455.89 |

In as much as Sierra's will not be seeking license renewal for 2015, you may disregard the information provided to you at this time. However, it is my understanding that the owners of Sierra's (who are also the owners of the real estate property at 470 North Road) intend on coming before the Board of Selectmen for a **new** liquor license for a new business at the same location.

If or when a **new** liquor license application is submitted to the Board I recommend that you confirm that all delinquent taxes as defined by this bylaw are paid in full. I will be filing for petition to foreclose on the property by December 31, 2014. Furthermore, I will not enter into any tax payment plans with the current owner(s) of 470 North Road from this point forward.

ARTICLE XVIII

LICENSES AND PERMITS SUBJECT TO UNPAID TAXES AND FEES

SECTION 1. The Tax Collector or other municipal official responsible for records of all municipal taxes, assessments, betterments and other municipal charges, hereinafter referred to as the Tax Collector, shall annually furnish to each department, board, commission or division, hereinafter referred to as the Licensing Authority, that issue licenses or permits including renewals and transfers, a list of any person, corporation or business enterprise, hereinafter referred to as the Party, that has neglected or refused to pay any local taxes, fees, assessments, betterments or other municipal charges for not less than a twelve month period, and that such Party has not filed in good faith a pending application for an abatement of such tax or a pending petition before the appellate tax board.

SECTION 2. The Licensing Authority may deny, revoke or suspend any license or permit, including renewals and transfers of any Party whose name appears on said list furnished to the Licensing Authority from the Tax Collector; provided, however, that written notice is given to the Party and the Tax Collector, as required by applicable provisions of law and the Party is given a hearing, to be held not earlier than fourteen days after said notice. Said list shall be prima facie evidence for denial, revocation or suspension of said license or permit to any Party. The Tax Collector shall have the right to intervene in any hearing conducted with respect to such license denial, revocation or suspension. Any findings made by the Licensing Authority with respect to such license denial, revocation or suspension shall be made only for the purposes of such proceeding and shall not be relevant to or introduced in any other proceeding at law, except for any appeal from such license denial, revocation or suspension. Any license or permit denied, suspended or revoked under this section shall not be reissued or renewed until the Licensing Authority receives a certificate issued by the Tax Collector that the party is in good standing with respect to any and all local taxes, fees, assessments, betterments or other municipal charges, payable to the Municipality as of the date of issuance of said certificate.

SECTION 3. Any party shall be given an opportunity to enter into a payment agreement, thereby allowing the licensing authority to issue a certificate indicating said limitations to the license or permit and the validity of said license shall be conditioned upon the satisfactory compliance with said agreement. Failure to comply with said agreement shall be grounds for the suspension or revocation of said license or permit; provided, however, that the holder be given notice and a hearing as required by applicable provisions of law.

SECTION 4. The Board of Selectmen may waive such denial, suspension or revocation if it finds there is no direct or indirect business interest by the property owner, its officers or stockholders, if any, or members of his immediate family, as defined in section one of Chapter two hundred and sixty-eight in the business or activity conducted in or on said property.

SECTION 5. This article shall not apply to the following licenses and permits: Open Burning, section thirteen of Chapter Forty-eight; Bicycle Permits, section Eleven A. of Chapter Eighty-five; Sales of Articles for Charitable Purposes, section Thirty-three of Chapter One Hundred and One; Children Work Permits, section Sixty-nine of Chapter One Hundred and Forty-nine; Clubs, Associations dispensing food or beverage licenses, section Twenty-one E of Chapter One Hundred and Forty; Dog Licenses, section One Hundred and Thirty-seven of Chapter One hundred and Forty; Fishing, Hunting, Trapping Licenses, section Twelve of Chapter One Hundred and Thirty-one; Marriage Licenses, section Twenty-eight of Chapter Two Hundred and Seven;

Theatrical Events, Public Exhibition Permits, section One Hundred and Eighty-one of Chapter One Hundred and Forty; and Special Permits granted by the Board of Appeals, Chapter 40A.

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 7
Northern Bank Final Site Plan

Date of Request: 24-Nov

Requested by: Jody Kablack, Director of Planning & Community Development

Formal Title:

Vote to endorse the final site plan for Northern Bank at 430 Boston Post Road, as recommended by the Director of Planning and Community Development.

Recommendations/Suggested Motion/Vote:

Vote/Sign

Vote to endorse the final site plan for Northern Bank at 430 Boston Post Road, as recommended by the Director of Planning and Community Development.

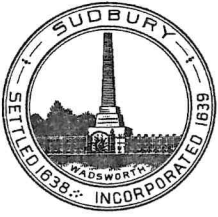
Background Information:

A recommendation on this item will be provided by the Planning and Community Development Dept. prior to the 12/11 meeting.

Financial Impact Expected:

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:



Town of Sudbury

Planning and Community Development Department

Jody A. Kablack, Director

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387
Fax: 978-443-0756

<http://www.sudbury.ma.us/services/planning>
kablackj@sudbury.ma.us

TO: Board of Selectmen
FROM: JAK Jody Kablack, Director of Planning and Community Development
RE: Northern Bank Site Plan, Endorsement of Final Plans
DATE: December 9, 2014

I have reviewed the conditions of the Site Plan decision for the above referenced site, and find that all required conditions prior to endorsement of the plans have been fulfilled. It is my recommendation that the Selectmen endorse the plans at this time.

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 8
Energy Services Agreement

Date of Request: 12/1/2014

Requested by: James Kelly, Combined Facilities Director

Formal Title:

Vote to authorize the Town Manager's execution of the Energy Services Agreement by and between the Town of Sudbury and Ameresco, Inc., pursuant to Article 22 of the 2014 Annual Town Meeting; and further to approve award of contract by the Town Manager to the most qualified Lessor pursuant to the Energy Conservation Lease Request for Proposals, and to authorize the Town's Treasurer and Fiscal Advisor to negotiate the Energy Conservation Lease Agreement for execution by the Town Manager said execution subject to the approval of Counsel, and to execute any documents relative thereto.

Recommendations/Suggested Motion/Vote:

Vote

(Please see "Formal Title" for Vote language.)

Background Information:

In 2012 The Town entered into an agreement with Ameresco to perform certain energy services including a detailed energy audit at many town facilities. The result of that Investment Grade Audit (IGA) became the basis of work to be performed by Ameresco under the proposed energy services agreement (ESA). The vote in front of the BOS is to authorize the Town Manager to sign the ESA and authorize the award of the lease that will pay for the work as detailed in the IGA. The contract cost shall not exceed \$1,093,073.00 and shall be self-funded over the 15 year financing term from the annual energy savings from efficiency upgrades. Last May Town Meeting approved Article 22, titled "Energy Services Company Energy Improvement Program", which explained in detail the so called ESCO model and how this project would benefit Sudbury by reducing maintenance and energy costs and in turn fund the capital improvement. The project received overwhelming support at Town Meeting, and the ESA and financing is the next step in the project timeline. After the ESA and financing is in place, the project will move to the design and implementation phase. Ameresco will be the project manager, designer and commissioning agent and will begin developing equipment specifications and design. We expect construction to start this winter, with completion at the end of the summer.

Financial Impact Expected: Funded from energy savings

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:

ENERGY SERVICES AGREEMENT

by and between

TOWN OF SUDBURY

and

AMERESCO, INC.

Dated as of _____, 2014

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Execution Copy

Attachment N Reserved

Attachment O Corporate Certificate

ENERGY SERVICES AGREEMENT

THIS ENERGY SERVICES AGREEMENT (this "**Agreement**") is entered into as of _____, 2014, by and between the Town of Sudbury with a principal business address at 278 Old Sudbury Road, Sudbury, MA 01776 ("**Sudbury**") and Ameresco, Inc. having its principal place of business at 111 Speen Street, Suite 410, Framingham, Massachusetts 01701 ("**Ameresco**"). Sudbury and Ameresco may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Sudbury wishes Ameresco to perform a project ("**Project**") consisting of certain energy conservation services and installations as set forth in Attachment B (as amended and/or otherwise modified from time to time as provided herein, the "**Scope of Services**") at Sudbury's facilities described in Attachment A (the "**Property**"), and Ameresco wishes to perform such services; and

WHEREAS, Sudbury owns the Property.

NOW, THEREFORE, in consideration of the covenants, representations, warranties, and mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1 Scope of Services.

(a) **Work:**

(i) **Preconstruction Services:** Ameresco has performed an Investment Grade Audit ("**IGA**") of the Property as set forth in Attachment B. To the extent requested by Sudbury, Ameresco will also assist Sudbury in obtaining financing for the Project.

(ii) **Construction Work:** Upon Ameresco's receipt of (i) the Notice To Proceed (as defined in Section 4) and (ii) evidence of immediately available funds sufficient for the payment of the Contract Cost (as defined in Attachment F), Ameresco shall procure and/or furnish all labor, materials and equipment and perform all work required for the completion of the Scope of Services including the installation of the energy conservation measures as set forth in Attachment B (the "**ECMs**"). Sudbury and Ameresco shall mutually plan the scheduling of the construction work. The construction work will be planned to minimize the interruption of the daily routine of Sudbury's staff except as permitted in writing by Sudbury.

(b) **Disposal:** Ameresco, at its cost, shall (i) be responsible for disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of the installation of the ECMs and (ii) cause all lamps which are classified as hazardous wastes by the rules and regulations of the U.S. Environmental Protection Agency (40 CFR Parts 260 through 279) and PCB-contaminated ballasts, if any, which have been rendered useless and removed as a result of the installation of the ECMs to be transported and disposed of. All other existing PCB-contaminated ballasts, lamps and any other hazardous materials, however, shall remain the sole responsibility of Sudbury and Ameresco shall assume no liability whatsoever in connection with their removal, transportation and disposal.

(c) **Asbestos and Lead Paint:**

(i) **Asbestos:** Unless the Scope of Services includes asbestos remediation, Ameresco shall not be required to handle asbestos. In the event Ameresco encounters asbestos which will affect the progress of the Project, and Sudbury does not within a reasonable time

thereafter perform remediation, abatement or other mitigation required by law, or in the event Sudbury notifies Ameresco that it will not take such actions, Ameresco and Sudbury may by agreement remove the affected area(s) from the Scope of Services and make commensurate adjustments to the rights and obligations of the Parties.

- (ii) **Lead Paint:** Unless the Scope of Services includes lead paint remediation, Ameresco shall not be required to perform services which cause the disturbance of lead paint. In the event Ameresco encounters lead paint which will affect the progress of the Project and Sudbury does not within a reasonable time thereafter perform remediation, abatement or mitigation required by law, then Ameresco and Sudbury may by agreement remove the affected area(s) from the Scope of Services and make commensurate adjustments to the rights and obligations of the Parties.
- (d) **Maintenance:** To the extent provided for in Attachment H, Ameresco will service and maintain during the Term (as defined in Section 5) the equipment scheduled on Attachment H, at a cost to Sudbury as set forth in Section 4 and Attachment F. Except for the ECMs (or other equipment) which are to be maintained by Ameresco, Sudbury, at its expense, shall be responsible for servicing and maintaining the ECMs (and such other equipment).
- (e) **Monitoring/Verification:** To the extent provided for in Attachment E and Attachment L, Ameresco will supply such ongoing services at a cost to Sudbury as set forth in Section 4 and Attachment F.
- (f) **Compliance with Law:** Ameresco shall, at its expense, comply with and obtain all applicable licenses and permits required by federal, state and local laws in connection with (i) the installation of the ECMs and (ii) the operation and/or maintenance of the ECMs (to the extent that Ameresco agrees to perform such operations and/or maintenance services). In the event that Ameresco cannot procure any such license or permit in light of a requirement that Sudbury is required to do so, Sudbury shall promptly procure the same. Ameresco shall pay the required prevailing wage rates for work in connection with the Project pursuant to the Commonwealth of Massachusetts Labor Law.
- (g) **Taxes:** Sudbury hereby represents to Ameresco that Sudbury is a governmental entity and that it shall cooperate with Ameresco and provide Ameresco with all appropriate documentation so that Ameresco may establish that it does not have to pay taxes, fees and assessments or other charges of any character which may be imposed or incurred by any governmental or public authority as an incident to title to, ownership of, or operation of the ECMs.
- (h) **Non-Discrimination:** Ameresco agrees not to knowingly or willfully discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, sexual orientation, race, disability, color, religion, national origin, Vietnam era military service or ancestry in accordance with applicable federal, state or local laws.
- (i) **Standards of Service and Comfort:** Sudbury shall operate the ECMs in a manner that shall provide the standards of service and comfort provided for in Attachment J. See my changes to Attachment J.
- (j) **Installation/Specifications:** Prior to the commencement of work hereunder, Ameresco may, at its option, provide (or Sudbury, at its option, may reasonably request to have Ameresco provide) a sample installation of, or written specification of, any ECM to be installed (each, a "**Sample**"). Sudbury shall furnish its written approval or disapproval of each Sample within fifteen (15)

business days following Sudbury receipt of Ameresco's written notice of installation and/or delivery of such Sample. Sudbury's approval of such Sample shall be in substantially the form of Attachment K. If Sudbury disapproves any such Sample, Ameresco shall have the right to provide a substitute specification or ECM (each, a "***Substitution***") which conforms to the applicable specifications or is equivalent to any applicable Sample previously approved by Sudbury. Upon Sudbury's written approval of a Substitution, Ameresco may revise the Attachments to reflect each such Substitution. If Sudbury does not approve or disapprove of any Sample or Substitution within ten (10) business days following Sudbury's receipt of Ameresco's written notice thereof, then Sudbury shall be deemed to have given its approval of such Sample or Substitution, as applicable. If, however, Sudbury does not approve of any Substitution, the Parties hereby agree to negotiate a mutually acceptable solution. Sudbury shall not unreasonably withhold, condition or delay any approval provided for herein.

(k) Duties, Obligations and Responsibilities of Ameresco:

- (i) All labor furnished under this Agreement shall be competent to perform the tasks undertaken, all materials and equipment provided shall be new and of appropriate quality and the completed work shall comply in all material respects with the requirements of this Agreement.
- (ii) Ameresco shall maintain the Project site in a reasonably clean condition during the performance of the construction work set forth in Section 1(a).
- (iii) Ameresco shall clean the Project site of all debris, trash and excess material or equipment at the end of each workday.
- (iv) During the construction work set forth in Section 1(a), Sudbury and/or any of its representatives shall retain the right to enter upon the Project site at any time; provided, that the Sudbury and/or its representatives agree to comply with all applicable federal, state and local safety laws, rules and regulations, including, without limitation, those promulgated by the U.S. Department of Labor Occupational Safety & Health Administration.
- (v) Ameresco will provide training of designated Sudbury personnel, equipment manuals and other appropriate information regarding equipment installed hereunder to Sudbury as a condition of Substantial Completion (as defined in Section 4). Such manuals shall include detailed descriptions of expected and required ongoing and preventative maintenance requirements for each ECM to be performed by the Sudbury. Ameresco shall provide for each ECM installed a summary of the operating assumptions for the equipment that would achieve the annual guaranteed savings.

SECTION 2 Ownership of and Security Interest in the ECMs.

Title to and ownership of each ECM and other personal property installed or incorporated into the ECMs shall automatically pass to Sudbury without further action on either Party's part, upon Ameresco's receipt of both (i) the executed Substantial Completion Certificate (as defined in Section 4) for such ECM and (ii) the indefeasible payment in full of all of Sudbury's payment obligations to Ameresco for such ECM. Prior to such time, Ameresco shall retain title to and ownership of all ECMs. If, notwithstanding such intent, Sudbury is deemed to hold title, Sudbury hereby assigns, transfers and grants to Ameresco a security interest in the ECMs, and Sudbury hereby authorizes Ameresco to file Uniform Commercial Code financing statements in such jurisdictions as may be necessary to perfect and maintain its security interest in the ECMs.

SECTION 3 Appropriation.

- (a) Customer hereby represents and warrants to Ameresco that it has sufficient funds appropriated for payment of the Contract Cost during the current fiscal year. Payments to Ameresco in subsequent fiscal years for on-going services under Section 4(b) and (c) shall be subject to Town Meeting voting such appropriation(s). Sudbury hereby agrees that it will make reasonable and diligent efforts to obtain and maintain funds from which such payments may be made, including making provisions for such payments to the extent necessary in each annual or supplementary budget submitted for the purpose of obtaining funds, and using reasonable efforts to have such portion of the budget approved. Notwithstanding the foregoing, Sudbury intends to enter into a third-party funding arrangement for payment of the Contract Cost.
- (b) Notwithstanding anything to the contrary in this Agreement, any and all payments which the Sudbury is required to make under Sections 4(b) and 4(c) of this Agreement shall be subject to appropriation or other availability of funds as certified by the Sudbury Accountant and voted by a duly called Sudbury Town Meeting, if required. If Town Meeting does not approve the annual payments to be made under Section 4(b), then the Guarantee of Energy Savings shall terminate at the end of Sudbury's then-current fiscal year.

SECTION 4 Compensation and Monthly Progress Payments.

- (a) For each month during the construction period of the Project following Sudbury's issuance to Ameresco of the notice to proceed substantially in the form of Attachment C (the "*Notice to Proceed*"), Sudbury shall make monthly progress payments to Ameresco based upon the percentage of the Project construction and equipment procurement completed at the end of each month. Ameresco shall be paid the same percentage of the Contract Cost as such percentage of completion. Following the end of each month, during the construction period of the Project, Ameresco will provide to Sudbury an invoice together with a list in sufficient detail to reasonably identify construction and equipment procurement during such month. Within forty-five (45) days after receipt of such invoice, Sudbury shall pay or cause to be paid to Ameresco the amount due under such invoice less ten percent (10%) retainage. Sudbury shall release retainage with respect to a particular ECM upon Sudbury's approval of the Substantial Completion Certificate of such ECM.
- (b) Within thirty (30) days following each successive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate, Sudbury shall pay Ameresco the separate amounts provided for in Attachment F, if any, as an annual fee for ongoing services as specified in Attachment E and Attachment L.
- (c) Within thirty (30) days following each successive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate, Sudbury shall pay Ameresco the separate amounts set forth in Attachment F, if any, for maintenance (as described in Attachment H) and/or operations services, if any, as agreed by the Parties and to be performed or provided by Ameresco.
- (d) To the extent available and if Sudbury and Ameresco agree, Sudbury may purchase an extended warranty from Ameresco on certain portions of the equipment installed under this Agreement on mutually agreeable terms and conditions as set forth in Attachment F and Attachment M.
- (e) RESERVED

- (f) Upon Substantial Completion of the installation of an ECM (or portion thereof, as applicable), Ameresco will deliver to Sudbury a substantial completion certificate in the form of Attachment I (the “**Substantial Completion Certificate**”). Within fifteen (15) business days after receipt of each Substantial Completion Certificate, Sudbury shall complete, execute and deliver to Ameresco each such Substantial Completion Certificate. A delivery and acceptance certificate in the form of Attachment D (the “**Final Delivery and Acceptance Certificate**”) shall be executed by Sudbury and delivered to Ameresco within thirty (30) calendar days after the Substantial Completion of the installation of all the ECMs under this Agreement. Sudbury shall not unreasonably withhold condition or delay the execution and delivery of any Substantial Completion Certificate or the Final Delivery and Acceptance Certificate. As used in this Agreement, the term “**Substantial Completion**” shall mean that the subject ECM has been properly installed by Ameresco and, if applicable, has been fully and properly commissioned by Ameresco, training, equipment manuals, and other relevant documentation have been provided per Section 1(k)(v), and, if such ECM is equipment, such equipment is then operating in a manner such that Sudbury is deriving beneficial use thereof.

SECTION 5 Term.

The term of this Agreement (the “**Term**”) shall begin on the date above first written and shall end on that date which is exactly fifteen (15) years from the first day of the month following the date of Sudbury’s execution of the Final Delivery and Acceptance Certificate, unless this Agreement is terminated prior to such date, as provided for in Section 12, 14 or 32. Anything in this Agreement to the contrary notwithstanding, Sudbury shall not be relieved of its obligation to pay Ameresco when due all amounts which accrued prior to such termination.

SECTION 6 Guarantee of Energy Savings.

- (a) Ameresco hereby represents and warrants to Sudbury that the amount of the Annual Savings (as defined in Attachment E) shall equal or exceed the “**Guaranteed Savings**” (as specified in Table 6(a) below), over the Term (the “**Guarantee of Energy Savings**”).

Table 6(a)

| Year | Guaranteed Savings |
|------|--------------------|
| 1 | \$82,598 |
| 2 | \$85,076 |
| 3 | \$87,628 |
| 4 | \$90,257 |
| 5 | \$92,964 |
| 6 | \$95,753 |
| 7 | \$98,626 |
| 8 | \$101,585 |
| 9 | \$104,632 |
| 10 | \$107,771 |
| 11 | \$111,004 |
| 12 | \$114,335 |
| 13 | \$117,765 |
| 14 | \$121,298 |
| 15 | \$124,936 |

For purposes of the Guaranteed Savings, the following assumptions and provisions shall apply:

- (i) Calculation of the Annual Savings, inclusive of energy savings and operational and

maintenance cost savings, shall be performed under, and governed by, the methods, formulas, and procedures described in Attachment E.

- (ii) As it relates to the Annual Savings and the Guarantee of Energy Savings, the term “*year*” shall mean the consecutive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate (the “*Anniversary Date*”), and each similar twelve (12) month period thereafter.
 - (iii) The unit prices, including the escalation thereof, to be used to calculate the Annual Savings for the purposes of the Guarantee of Energy Savings are described in Attachment E.
 - (iv) The Guarantee of Energy Savings herein is subject to Sudbury performing its maintenance and other obligations under this Agreement. If Sudbury fails to perform, or fails to properly perform, its obligations under this Agreement or interferes with, or permits any person to take any action which, in the reasonable opinion of Ameresco and Sudbury, prevents the achievement of the Annual Savings under the Guarantee of Energy Savings, then Ameresco may equitably adjust the Annual Savings during the period wherein savings were affected to reflect the same. Ameresco’s rights in this section shall not be in limitation of any other rights it possesses under this Agreement.
- (b) Ameresco will perform and submit to Sudbury a guarantee reconciliation (“*Guarantee Reconciliation*”) upon the later of (i) one hundred twenty (120) days after each Anniversary Date and (ii) sixty (60) days after Sudbury delivers to Ameresco all utility billing and other data necessary for Ameresco’s completion of the Guarantee Reconciliation. The Guarantee Reconciliation will include a calculation of the cumulative Annual Energy Cost Savings achieved in relation to the cumulative Guaranteed Savings for the period being reconciled.
- (c) Ameresco hereby guarantees that if the Annual Savings realized by Sudbury as of any Anniversary Date, as detailed in the Guarantee Reconciliation, is less than the Guaranteed Savings as of such Anniversary Date, then Ameresco will pay to Sudbury that amount by which the Guaranteed Savings exceeds the Annual Energy Cost Savings, such payment to be made within sixty (60) days after the date of the Guarantee Reconciliation.

SECTION 7 Access to Property.

During the Term, Sudbury shall provide Ameresco, its employees, agents and subcontractors access to the Property for the purpose of fulfilling Ameresco’s obligations under this Agreement. Sudbury shall provide mutually satisfactory rent-free space for the installation and operation of the ECMs and shall protect such equipment in the same careful manner that Sudbury protects its own property.

SECTION 8 Changes in Work.

The quantity, quality, dimensions, type or other characteristics of the ECMs may be changed only by written consent of Sudbury and Ameresco, by the execution of a change order form in the form of Attachment G (a “*Change Order Form*”). In addition, the Scope of Services may be reduced or expanded including, without limitation, the addition or reduction of other energy efficiency measures and facilities not included within the ECMs scheduled on Attachment B by the execution and delivery of a mutually acceptable amendment to this Agreement or a Change Order Form which, in either case, shall address whether the Guaranteed Savings or Annual Savings will be impacted.

SECTION 9 Warranties.

- (a) Ameresco warrants that, for a period of one year after the date of the Sudbury's execution of a Certificate of Substantial Completion for a particular ECM ("Warranty Period"), all equipment, materials and work performed with respect to such ECM shall be free from defects in material and workmanship. Ameresco shall assign to the Sudbury all manufacturer's warranties on equipment provided hereunder which exceed one year, to the extent allowed by the manufacturer. Ameresco warranties expressly exclude any remedy for damage or defect caused by abuse, improper operation, unapproved modifications or improper repairs not performed by Ameresco.

If, during the Warranty Period, Ameresco, upon written notice from the Sudbury, fails to begin corrective action on defective equipment, materials or Work within a reasonable period of time and thereafter diligently pursues correction, Sudbury may correct any defect and Ameresco shall reimburse Sudbury for its reasonable expenses incurred in performing such correction subject to any limitations contained within this section.

EXCEPT AS PROVIDED ABOVE, AMERESCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO THE VALUE, DESIGN, AND CONDITION OR FITNESS FOR USE OR PARTICULAR PURPOSE OR MERCHANTABILITY REGARDING THE EQUIPMENT.

SECTION 10 Sudbury Role and Responsibilities.

- (a) **Operations:** Sudbury shall operate the equipment installed hereunder in accordance with the manufacturers' recommendations and any supplemental procedures supplied to Sudbury by Ameresco.
- (b) **Maintenance:** Sudbury shall, at its expense, repair, operate and maintain the Property in good working order during the Term. Except as may otherwise be provided for in Attachment H, following the date of Substantial Completion of an ECM, Sudbury shall, at its expense, repair and maintain (i) the equipment and all other components which comprise the ECM and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECM.
- (c) **Malfunctions:** Sudbury shall notify Ameresco immediately in the event of any malfunction in the operation of the ECMs or the equipment installed hereunder of which the Sudbury Facilities Director has knowledge.
- (d) **Protection of ECM:** Except in the case of emergency, Sudbury shall not remove, move, alter, turn off or otherwise significantly affect the operation of the equipment installed hereunder or the operation of the ECMs, or any individual part thereof, without the prior written approval of Ameresco, which approval shall not be unreasonably withheld. After receiving Ameresco's written approval, Sudbury shall proceed as instructed. Sudbury shall act reasonably to protect the ECMs from damage or injury, if, due to an emergency, it is not reasonable to notify Ameresco before acting. Sudbury agrees to protect and preserve the facility envelope (to the extent relating to energy use) and the operating condition of all ECMs, mechanical systems, and other energy consuming systems located on the Property
- (e) **Measurement System:** Sudbury shall not alter, move, modify or otherwise change the measurement and verification system or any component thereof without the prior written consent of Ameresco unless such action is in accordance with operating procedures provided by Ameresco.

- (f) **Adjustment to Baseline:** If, Sudbury does not reasonably operate, maintain, repair or otherwise protect the ECMs and/or maintain the Property in good repair and good working condition, then Ameresco and Sudbury together may equitably adjust the baseline, as referenced in Attachment E, for any increased energy usages at the Property.
- (g) **Changes to Property or Addition of Equipment:** Sudbury shall notify Ameresco in writing no more than thirty (30) days after making any substantial change(s) to the Property that could reasonably be expected to have a significant effect on the energy usage at the Property including, without limitation, changes in (i) the hours, days or time of year that the Property is occupied or operated, (ii) the number of staff, faculty and students at the Property, (iii) the activities conducted at the Property and (iv) the equipment, the facilities, or the size of the Property. In the event that Ameresco and Sudbury agree that such a change has occurred, they will make the appropriate revisions to the Attachments or take such other action as may be provided for hereunder.
- (h) **Energy Usage Data:** If requested in writing by Ameresco, Sudbury shall provide to Ameresco, on a monthly basis during the Term (and in any event, within thirty (30) days of its receipt of the same), copies of all energy bills, energy usage data, and any and all other such documentation maintained by Sudbury, as requested by Ameresco, which is necessary for Ameresco to determine and satisfy all of its obligations under this Agreement.
- (i) **Insurance and Risk of Loss or Damage:** Without limiting any of its obligations or liabilities under this Agreement, Sudbury shall, at its expense, provide and maintain at all times during the Term, sufficient insurance against the loss or theft of or damage to the ECMs, the related equipment and all components installed hereunder, for the full replacement value thereof. Sudbury's insurance shall be primary for any and all property damage during the performance of the work hereunder.

Following Substantial Completion of ECMs, Sudbury assumes all risk of loss of or damage to the ECMs except to the extent that such loss or damage was caused by the negligence of Ameresco. Upon damage to any item of the equipment installed hereunder or the ECMs, Sudbury shall promptly notify Ameresco and immediately place the same in good repair with the proceeds of any insurance received applied to the cost of such repair. If Sudbury determines that any item of the ECMs are lost, stolen, confiscated, destroyed or damaged beyond repair, Sudbury shall replace the same with like equipment in good repair in a timely fashion.

If at any time after the date of the Final Delivery and Acceptance Certificate and after Sudbury's complete payment to Ameresco in accordance with Section 4(a), as such amount may be modified from time to time in accordance with this Agreement, any fire, flood, other casualty, or condemnation renders a majority of the Property incapable of being occupied and renders the ECMs or the equipment installed hereunder inoperable and, in the case of a casualty, the affected portion of such ECMs or equipment is not reconstructed or restored within one hundred twenty (120) days from the date of such casualty, Ameresco and/or Sudbury may terminate this Agreement with respect only to the affected ECM by delivery of a written notice to the other Party and Ameresco may make commensurate adjustments to this Agreement as a result of such partial termination. Upon such termination, Sudbury shall pay Ameresco any amounts, or pro-rata portions thereof, accrued and earned under Sections 4(b), (c), (d) and (e) and Attachment F.

- (j) **Telephone and Internet:** Sudbury shall be responsible for installing and maintaining telephone lines and all associated costs, including internet/Ethernet charges, for the energy management system's telephone and communication lines. Ameresco may use Sudbury's LAN for the purposes of any energy management system that may be included in the Scope of Services.

- (k) **Protection:** Sudbury shall at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its other property.
- (l) **Alteration:** Sudbury shall not move, alter or change the ECMs in any way that causes a reduction in the level of efficiency or savings generated by any ECM or the equipment installed hereunder without obtaining Ameresco's prior written approval which shall not be unreasonably withheld.
- (m) **Storage:** Sudbury shall provide reasonable rent free space for Ameresco and/or its subcontractors to the extent such space can be identified, to mobilize and store their supplies, tools and equipment during installation of the ECMs or other activities by Ameresco within the Property pursuant to this Agreement for which such storage may be required. If practical, such storage space shall have locking capacity reasonably acceptable to Ameresco. Only Ameresco and/or its subcontractors and Sudbury's assigned personnel shall have access to the storage. Sudbury assumes no responsibility nor will Sudbury provide any additional security for the storage provided. Sudbury shall not be responsible for damage to any equipment stored on site.
- (n) **Fuel:** Sudbury shall procure and pay for all energy and fuel for the operation of the Property.

SECTION 11 Defaults by Sudbury and Ameresco.

- (a) Sudbury shall be in default under this Agreement upon the occurrence of any of the following:
 - (i) Sudbury fails to pay when due any amount under this Agreement and such failure continues for a period of sixty (60) business days after notice of overdue payment is delivered by Ameresco to Sudbury; or
 - (ii) any representation made by Sudbury in this Agreement or in any writing delivered by Sudbury pursuant hereto proves at any time to have been false, or misleading; or
 - (iii) Sudbury fails to perform or meet any of its required duties or obligations, which failure materially or substantially affects Ameresco's ability to carry out its obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Sudbury does not commence and diligently pursue to cure such failure and effects as soon as possible; or
 - (iv) Sudbury goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against Sudbury under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.
- (b) Ameresco shall be in default under this Agreement upon the occurrence of either of the following:
 - (i) Ameresco fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure within thirty (30) days of receipt of written notice of default, unless such failures cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Ameresco does not commence and diligently pursue to cure such failure and effects as soon as possible.

- (ii) Any representation or warranty made by Ameresco in this Agreement or in any writing delivered by Ameresco pursuant hereto proves at any time to have been false or misleading; or
- (iii) Ameresco goes into receivership or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against Ameresco under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.

SECTION 12 Remedies for Defaults.

- (a) In the event Sudbury defaults under this Agreement, Ameresco may:
 - (i) bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of direct damages (including amounts past due); and/or
 - (ii) without recourse to legal process, Ameresco may terminate this Agreement by delivery of written notice of termination.
- (b) In the event Ameresco defaults under this Agreement, Sudbury may:
 - (i) bring actions for any remedies at law or in equity or other appropriate proceedings for the recovery of direct damages; and/or
 - (ii) Without recourse to legal process, Sudbury may terminate this Agreement by delivery of written notice of termination.

SECTION 13 [Intentionally omitted.]

SECTION 14 Termination.

At any time after the date of the Final Delivery and Acceptance Certificate, Sudbury may terminate this Agreement upon thirty (30) days prior written notice to Ameresco, provided that Sudbury has paid to Ameresco all amounts reasonably due and earned as set forth in Section 4 (including, without limitation, pro-rata portions thereof accrued under Sections 4(b), (c), (d) and (e)) and on Attachment F (other than amounts due for future performance by Ameresco), unless prevented by non appropriation as described in Section 3.

SECTION 15 Insurance.

- (a) Ameresco shall obtain and maintain the following insurance:
 - (i) Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
 - (ii) Broad Form commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.

- (iii) Automobile Liability Insurance, including coverage for owned, hired or borrowed vehicles with limits of at least \$1 Million each person/each occurrence or a combined single limit of \$1 Million.
- (iv) Professional Liability Insurance covering negligent errors or omissions of Ameresco. The total amount of such insurance shall at a minimum equal \$1 million.

All required insurance shall be certified by a duly authorized representative of the insurers on the "MIIA" or "ACORD" Certificate of Insurance form incorporated into and made a part of this Agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the Agreement with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted by Ameresco to the Sudbury at or prior to execution of this Agreement. The Sudbury shall be named as an additional insured on the above- referenced liability policies to the extent of Ameresco's liabilities assumed under this Agreement, and Ameresco's insurance coverage shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Ameresco.

- (b) Ameresco shall, after receipt of the Notice to Proceed and prior to the commencement of construction, deliver to Sudbury payment and performance bonds in a sum equal to the Contract Cost (the "**Payment and Performance Bonds**") with sureties licensed by the Commonwealth of Massachusetts and reasonably satisfactory to Sudbury. Such Payment and Performance Bonds shall be in form and substance reasonably satisfactory to Sudbury and shall be conditioned upon the faithful performance by Ameresco, for the implementation of the ECMs. The Payments and Performance Bonds shall only apply to the installation portion of this Agreement and do not apply in any way to energy savings guarantees, payments or maintenance provisions, except that the performance bond shall guarantee that the installation will be free of defective materials and workmanship for a period of twelve (12) months following completion and acceptance of the work.

SECTION 16 Indemnification.

- (a) Anything in this Agreement to the contrary notwithstanding, neither Party nor its respective officers, directors, agents, employees, parent, subsidiaries or affiliates or their officers, directors, agents or employees shall be liable to any other Party, or its parent, subsidiaries, affiliates, officers, directors, agents, employees, successors or assigns, or their respective insureds, for any incidental, indirect, punitive or consequential damages, connected with or resulting from performance or non-performance of this Agreement (irrespective of whether such claim of liability is based upon breach of warranty, strict liability, tort, contract, operation of law or otherwise) or anything done in connection therewith including, without limitation, claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), and increased expense of, reduction in or loss of power generation production or equipment used therefor.
- (b) Ameresco agrees to defend, indemnify and hold Sudbury harmless from and against any and all claims for damages arising by reason of bodily injury, death or damage to property caused in whole or in part by Ameresco's negligence (or the negligence of any sub-contractor hired by Ameresco) or willful misconduct.

SECTION 17 Agreement Interpretation and Performance.

The interpretation and performance of this Agreement, and the interpretation and enforcement of the rights of the Parties hereunder, shall be construed in accordance with and governed by the laws of the

Commonwealth of Massachusetts. In the event of any ambiguity or conflict in meaning, the terms of this Agreement shall not be construed against the drafting Party based upon that Party's having drafted this Agreement.

SECTION 18 Privileged and Proprietary Information.

Ameresco's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the terms of this Agreement for the Project shall be considered privileged and proprietary information. Sudbury shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. Sudbury shall not disclose such proprietary information without the express written consent of an officer of Ameresco unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law (the "**FOIL**"), Sudbury shall provide prompt verbal and written notice to Ameresco such that Ameresco will have the opportunity to timely object under the FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Sudbury is required to make a filing with any agency or other governmental body, which includes such information, Sudbury shall notify Ameresco and cooperate with Ameresco in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Sudbury be permitted to redact portions of such information, as Ameresco may designate, from that portion of said filing which is to be made available to the public.

SECTION 19 Severability.

Any term or provision of this Agreement that is declared invalid by any court of competent jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

SECTION 20 Assignments and Subcontracting.

- (a) Ameresco may use subcontractors and/or subconsultants in meeting its obligations hereunder and as set forth in Attachment F. Ameresco shall obtain Sudbury's prior written approval for subcontracts in excess of One Hundred Thousand Dollars (\$100,000), such approval not to be unreasonably withheld, conditioned, or delayed.
- (b) Sudbury shall not assign, transfer, or otherwise dispose of, in whole or in part, this Agreement, the ECMs, or any interest therein, or sublet or lend the ECMs or permit the ECMs to be used by anyone other than Sudbury and Sudbury's employees without the prior express written consent of Ameresco (or, if applicable, the Lessor) such consent not to be unreasonably withheld, conditioned or delayed. If Sudbury transfers ownership of or its interest in the Property, Sudbury shall terminate this Agreement in accordance with Section 14.
- (c) Ameresco shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of Sudbury, which consent shall not be unreasonably withheld. Ameresco may assign, without the prior written consent of Sudbury, its (i) rights and obligations under this Agreement, in whole or in part, to any affiliated or associated company of Ameresco and (ii) rights for payments under this Agreement to any financial institution, lender or investor in connection with a leasing or financing arrangement for the ECMs. Ameresco will notify Sudbury ten (10) business days prior to any such assignment and Sudbury agrees to acknowledge receipt of such notice in writing within three (3) business days after such notice.

SECTION 21 Waiver.

The failure of either Party to require compliance with any provision of this Agreement shall not affect that Party's right to later enforce the same. It is agreed that the waiver by either Party of performance of any

term of this Agreement or of any breach thereof will not be held or deemed to be a waiver by that Party of any subsequent failure to perform the same or any other term or condition of this Agreement or any breach thereof.

SECTION 22 Force Majeure.

- (a) If either Party shall be unable to carry out any part of its obligations under this Agreement (except Sudbury's obligation to make payments when due) due to causes beyond its control ("**Force Majeure**"), including but not limited to an act of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts of terrorism, orders or restraints of any kind of the government of the United States or any state or any of their departments agencies or officials or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, or explosion or nuclear emergency, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:
 - (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
 - (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - (iii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;
 - (iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and
 - (v) the Term, , shall be extended for a period equal to the number of days that the Force Majeure prevented the non-performing Party from performing.
- (b) Any decision by Sudbury to close or change the use of the facilities or ECMs at the Property shall not constitute a Force Majeure excusing Sudbury's performance under this Agreement.

SECTION 23 Contract Documents.

- (a) Upon execution of this Agreement by both Parties, this Agreement and its Attachments (including the IGA attached as a part of Attachment B) shall constitute the entire Agreement between the Parties relating to the subject matter hereof, and shall supersede all proposals, previous agreements, discussions, correspondences, and all other communications, whether oral or written, between the Parties relating to the subject matter of this Agreement.
- (b) Section headings used herein are for the convenience of reference only and are not to be construed as a part of this Agreement.
- (c) This Agreement may not be modified or amended except in writing signed by the Parties.
- (d) The Scope of Services may be expanded by mutual consent of the Parties to include subsequent phases of work at the Property or at other Sudbury facilities. In such case, the Parties shall enter into a written agreement, which may be in the form of an amendment to this Agreement, to set forth the rights and obligations of the Parties, such written agreement to be in form and substance acceptable to both Parties.

- (e) In the event of an inconsistency or a conflict between this Agreement and the RFQ or Ameresco's Response, the provisions of this Agreement shall control.

SECTION 24 Notices.

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder (other than regularly scheduled payments) shall be deemed properly given or made upon receipt if delivered in person or sent by electronic facsimile with regular mail follow-up, or two business days after being deposited in the mail if sent by registered or certified mail, return receipt requested, postage prepaid, or the next business day if sent by overnight delivery service, in each case, addressed as follows:

TOWN OF SUDBURY
275 Old Lancaster Rd.
Sudbury, MA 01776
Attention: James Kelly
Facilities Director
Facsimile: 978-440-5404

AMERESCO, INC.
111 Speen Street, Suite 410
Framingham, Massachusetts 01701
Attention: Michael J. Daigneault
Vice President - Development
Facsimile: 508.661.2201

Either Party may change such address from time to time by written notice to the other Party.

SECTION 25 Records.

To assist Ameresco in its performance of this Agreement, Sudbury shall (to the extent it has not already done so) furnish (or cause its energy suppliers and transporters to furnish) to Ameresco, upon its request, accurate and complete data (kept by Sudbury or Sudbury's energy suppliers and transporters in the regular course of their respective businesses) concerning energy usage for the existing facilities at the Property. Such records shall include, without limitation, the following data for the most current thirty-six (36) month period: (i) utility records; (ii) occupancy information; (iii) descriptions of any changes in building structure or heating, cooling or other systems or energy requirements; (iv) descriptions of all energy consuming or saving equipment used on Property; and (v) descriptions of all energy management procedures presently utilized. If requested by Ameresco, Sudbury shall also provide any prior energy analyses of the Property to the extent reasonably available.

SECTION 26 Representations and Warranties.

Each Party warrants and represents to the other that:

- (a) it has all requisite power, authority, licenses, permits and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) its execution, delivery and performance of this Agreement have been duly authorized by, and are in accordance with, as to Ameresco, its organic instruments and, as to Sudbury, by all requisite municipal, city council or other action and are not in breach of any applicable law, code or regulation;
- (c) this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes its valid and binding obligation;
- (d) its execution, delivery and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected;

- (e) it has not received any notice of, nor to the best of its knowledge there is no, pending or threatened violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform its obligations hereunder; and
- (f) the persons executing this Agreement are duly authorized to do so.
- (g) Sudbury represents and warrants to Ameresco that Sudbury has obtained all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement.

SECTION 27 Independent Contractor.

Nothing in this Agreement shall be construed as reserving to Sudbury any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Ameresco. The entire control or direction of such business and operations shall be in and shall remain in Ameresco, subject only to Ameresco's performance of its obligations under this Agreement. Neither Ameresco nor any person performing any duties or engaged in any work on the Property on behalf of Ameresco shall be deemed an employee or agent of Sudbury. Nothing in this Section shall be deemed to be a waiver of Sudbury of the right to use its property. Sudbury and Ameresco are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

SECTION 28 Additional Representations of Sudbury.

Sudbury hereby represents to Ameresco that, to the best of Sudbury's knowledge:

- (a) Sudbury intends to continue to use the Property in a manner reasonably similar to its present use;
- (b) Sudbury has not entered into, or has disclosed to Ameresco, any contracts or agreements for the Property with persons or entities other than Ameresco regarding the provision of the services referenced herein.
- (c) Since the date of the IGA, there has been no change, event, circumstance or development that has or could reasonably be expected to have a material adverse effect on (i) the operation or condition of the Property, (ii) the energy usage at the Property, or (iii) the ability of Sudbury to perform its obligations hereunder.

SECTION 29 Certificates of Ameresco.

Ameresco certifies as follows:

- (a) Certificate of Authorization: If Ameresco is a corporation, each person executing this Contract on behalf of Ameresco hereby covenants, represents and warrants that Ameresco is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the Commonwealth of Massachusetts (a copy of evidence thereof to be supplied to the Sudbury upon request); and that each person executing this Agreement on behalf of the Ameresco is duly authorized to execute, acknowledge and deliver this Agreement to the Sudbury, a copy of a corporate resolution to this effect is attached hereto as Attachment O.

- (b) Tax Compliance Certification: Pursuant to M.G.L. c. 62C § 49A(b), each person signing this Agreement on behalf of the Ameresco hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief, the Ameresco has complied with any and all applicable state tax laws.
- (c) Certificate of Non-collusion: The undersigned certifies under penalties of perjury that this Agreement has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity of group of individuals.
- (d) Foreign Corporation: Ameresco, if a foreign corporation, hereby certifies that it is in compliance with M.G.L. c. 181 § 4 and that the name and address of the resident agent is National Registered Agents, Inc., 303 Congress Street, Boston, MA 02110.
- (e) Ameresco acknowledges that this Agreement expressly prohibits any activity which constitutes a violation of the Massachusetts Conflict of Interest Law, M.G.L. Chapter 268A.
- (f) Sudbury Certification: Sudbury certifies that it is duly authorized to execute, acknowledge and deliver this Agreement under the provisions of M.G.L. Chapter 25A § 11C or §11I, to retain Ameresco to design, acquire, install and assist in the maintenance of the installed equipment to accomplish the energy conservation measures and to provide other services, as more fully set forth herein, subject to all the terms and conditions of this Agreement.

SECTION 30 [Intentionally omitted.]

SECTION 31 Further Documents and Events.

The Parties shall execute and deliver all instruments and documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement. Ameresco agrees to execute and deliver all documents reasonably required to release any lien held by Ameresco or its assignees upon the termination of this Agreement and payment of all amounts required to be paid by Sudbury to Ameresco pursuant to this Agreement. Sudbury agrees to execute and deliver all documents which may be required by an entity which provides funds for any financing contemplated herein and to cooperate with Ameresco in obtaining such funds. Sudbury agrees to execute and deliver all instruments and documents which may be required to obtain all licenses, permits and governmental approvals required by Ameresco for installation and operation of the ECMs. Only to the extent not available to municipalities as tax-exempt entities, Customer agrees that Ameresco shall have the right to all environmental, energy, tax, financial, and electrical-related attributes, rights, credits, benefits and characteristics associated with or arising out of the transactions contemplated by this Agreement or associated with the ECMs or with the energy, capacity or other electrical savings created under this Agreement, howsoever created or recognized in the United States, any political subdivision thereof or any foreign jurisdiction (other than dollar savings realized by Customer from reductions in Customer's energy use or other operating costs). Customer shall provide Ameresco all reasonable assistance in perfecting its rights to such attributes, rights, credits, benefits and characteristics. Ameresco's obligations hereunder are subject to obtaining all such required licenses, permits and governmental approvals.

SECTION 32 Additional Provisions.

(a) Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of Sudbury shall be individually or personally liable on any obligation of Sudbury under this Agreement.

(b) Binding on Successors:

This Agreement shall be binding upon Ameresco, its assigns, transferees, and/or successors in interest.

SECTION 33 Third Party Beneficiaries.

Except as may be specifically provided for in this Agreement, the Parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.

SECTION 34 Notifications of Governmental Action - Occupational Safety and Health.

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of federal, state or local law rule or regulation relating in any way to the undertakings of either Party under this Agreement.

SECTION 35 References.

Unless otherwise stated all references to a particular "*Attachment*" or to "*Attachments*" are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section or subsection shall refer to a Section or a subsection, as the case may be, of this Agreement unless this Agreement specifically provides otherwise.

* * * * *

Execution Copy

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

TOWN OF SUDBURY

AMERESCO, INC.

BY: _____

Name:

Title:

BY: _____

Name: Michael J. Daigneault

Title: Vice President

BY: _____

Name:

Title:

[Signature page to Energy Services Agreement]

ATTACHMENT A

PROPERTY DESCRIPTION

The following buildings, facilities, and areas, which are owned and operated by Sudbury, (the "Property") are included in the Scope of Services detailed in Attachment B:

| Facility | Address |
|--|--|
| DPW Highway | 275 Old Lancaster Rd, Sudbury, MA, 01776 |
| DPW Offices | 275 Old Lancaster Rd (2 bldgs), Sudbury, MA, 01776 |
| Flynn Building | 278 Old Sudbury Rd, Sudbury, MA, 01776 |
| Town Hall | 322 Concord Road, Sudbury, MA, 01776 |
| Fairbank Community Center (Including Pool) | 40 Fairbank Rd (incl pool), Sudbury, MA, 01776 |
| Public Library | 21 Concord Road, Sudbury, MA, 01776 |
| Fire Dept Headquarters | 77 Hudson Road, Sudbury, MA, 01776 |
| Fire Dept South | 550 Boston Post Road, Sudbury, MA, 01776 |
| Fire Dept North | 266 North Road, Sudbury, MA, 01776 |
| Curtis Middle School | 22 Pratts Mill Rd, Sudbury, MA, 01776 |
| Loring Elementary | 80 Woodside Rd, Sudbury, MA, 01776 |
| Noyes Elementary | 280 Old Sudbury Rd, Sudbury, MA, 01776 |
| Haynes Elementary | 169 Haynes Rd, Sudbury, MA, 01776 |
| Nixon Elementary | 472 Concord Rd, Sudbury, MA, 01776 |

ATTACHMENT B

SCOPE OF SERVICES

**DESCRIPTION OF THE ENERGY CONSERVATION MEASURES ("ECMs")
AND EQUIPMENT**

This Attachment B provides a description of existing equipment and the ECMs and related equipment to be installed by Ameresco at the facilities scheduled on Attachment A. Installation of the ECMs and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate, or significantly affect Ameresco's anticipated economic benefit or the Guarantee of Energy Savings.

This Attachment B includes by reference the IGA dated as of May 6, 2014 for the Property and submitted under separate cover.

The following table summarizes the ECMs included in the Scope of Services, which are recommended and described in the IGA:

Execution Copy

| Town of Sudbury Energy Conservation Measures (ECMs) | Lighting System Improvements | Integrated and New Energy Management System | Programmable Thermostat | PC Load Management | Demand Control Ventilation | Variable Frequency Drives | Vending Machine Controls | Weatherization | Pipe Insulation | Efficient Showerheads | Replace Transformers | |
|--|------------------------------|---|-------------------------|--------------------|----------------------------|---------------------------|--------------------------|----------------|-----------------|-----------------------|----------------------|--|
| | 1 | 3 | 4 | 5 | 6 | 7 | 9 | 11 | 22 | 25 | 29 | |
| Facility | 1 | 3 | 4 | 5 | 6 | 7 | 9 | 11 | 22 | 25 | 29 | |
| DPW Highway | X | | X | X | | | X | | | | | |
| DPW Offices | | | | X | | | | | | | | |
| Flynn Building | X | | | X | | | | | | | | |
| Town Hall | | | | X | | | | | | | | |
| Fairbank Community Center (Including Pool) | | | | X | | | X | | | X | | |
| Public Library | X | | | X | | X | | | | | | |
| Fire Dept Headquarters | X | | | X | | | X | X | | X | | |
| Fire Dept South | | | | X | | | X | | X | | | |
| Fire Dept North | | | | X | | | X | X | X | | | |
| Curtis Middle School | X | | | | X | | | | | | X | |
| Loring Elementary | X | X | | | | | X | | | | X | |
| Noyes Elementary | | X | | | | | X | | | | | |
| Haynes Elementary | X | X | | | X | | X | X | | | | |
| Nixon Elementary | X | X | | | | | X | | | | | |

Execution Copy

ATTACHMENT C

NOTICE TO PROCEED

[PLACE ON SUDBURY LETTERHEAD]

Michael J. Daigneault
Vice President - Development
Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701

SUBJECT: NOTICE TO PROCEED

Dear Mr. Daigneault:

In accordance with Section 1(a) of the Energy Services Agreement (the “**ESA**”) dated as of _____, 2014, by and between the Town of Sudbury (“**Sudbury**”) and Ameresco, Inc. (“**Ameresco**”), Sudbury hereby submits to Ameresco this Notice to Proceed in relation to the Scope of Services as defined in the ESA.

Sincerely,

By: _____
Duly Authorized Signatory
Name: _____
Title: _____
Date: _____

Execution Copy

ATTACHMENT D

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

[PLACE ON SUDBURY LETTERHEAD]

Mr. Michael J. Daigneault, Vice President - Development
Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, Massachusetts 01701

Re: Energy Services Agreement (the “*ESA*”; capitalized terms used and not defined herein shall have the meanings given to such terms in the *ESA*) dated as of _____, 2014 by and between the Town of Sudbury (“*Sudbury*”) and Ameresco, Inc. (“*Ameresco*”)

Dear Mr. Daigneault:

Sudbury hereby acknowledges its receipt and acceptance of all ECMs described in Attachment B of the *ESA* as installed and in good working condition.

Sincerely,

By: _____
Duly Authorized Signatory
Name: _____
Title: _____
Date accepted: _____

ATTACHMENT E

DETERMINATION OF ENERGY COST SAVINGS

Methods for measurement and verification conform to the most recent standards established by the Federal Energy Management Program of the United States Department of Energy, FEMP version 3.0.

Annual Savings (as provided in Section 6) shall be defined as the summation of the savings resulting from the ECM calculations, plus the operational and maintenance savings. Such savings calculations are as per Section 7 of the IGA, which is incorporated herein by reference. Anything in the IGA to the contrary notwithstanding, after the first five (5) Years, ongoing services shall be limited to annual inspections and reconciliation reports, including a report suitable for submission by Customer to the Commonwealth as required by regulation, as referenced in Section 7 of IGA for the remainder of the Term.

ATTACHMENT F

CONTRACT COST AND ANNUAL SERVICES

(a) **Contract Cost:** Sudbury shall pay to Ameresco, an amount not to exceed One Million Ninety Three Thousand Seventy Three Dollars and No Cents (\$1,093,073.00) (as adjusted and/or modified from time to time as described below) (the “**Contract Cost**”) in accordance with the terms described in Section 4 of this Agreement and the Open Book Pricing method described below. The Contract Cost shall be comprised of the sum of the Direct Pricing, the Indirect Pricing, and the Audit Fee (as such terms are defined below). The Contract Cost includes the Preconstruction Services described in Section 1(a)(i) of this Agreement. The Contract Cost may be revised from time to time based upon the agreed upon Direct Pricing.

Open Book Pricing

Direct Pricing means:

Prior to the implementation of the work, Ameresco shall solicit pricing from no fewer than three subcontractors / equipment providers for each ECM and to the extent possible, shall use the most competitive and qualified subcontractor / equipment provider to implement the work relating to such ECM (the “**Direct Pricing**”). In the event Ameresco solicits but does not receive at least (3) bids for each ECM, Ameresco shall notify Sudbury and provide information on bidders solicited and their proposals for Sudbury review. Prior to awarding a subcontract, the results including bid requests and pricing received from such requests shall be provided to Sudbury. Sudbury shall be provided ten (10) business days to review the information and inform Ameresco of its recommended subcontractor. In the event Sudbury does not advise Ameresco of its recommendation by the end of such ten business day period, Ameresco may award a subcontract to its recommended subcontractor. Ameresco and Sudbury may mutually agree upon any portion of the Direct Pricing without solicitation of competitive pricing from subcontractors.

“**Indirect Pricing**” means all:

- Design Oversight: Ameresco oversight of ECM design as well as Ameresco staff overseeing subcontracted design professionals.
- Project Management: Ameresco’s management of the project, including management reviews of progress and attending project construction meetings periodically throughout the construction period.
- Construction Management: Ameresco staff providing management of the project and subcontractors throughout the construction term.
- Commissioning: Ameresco staff performing and overseeing commissioning activities required to ensure system is functional and meets the design intent.
- Training: Ameresco’s training of Sudbury personnel at the time of commissioning, prior to turn over of the project to Sudbury personnel.
- Measurement and Verification (M&V): Measurement and verification activities performed at the commissioning phase, as described in the Section 7 Measurement and Verification Plan of the IGA.
- Performance and Payment Bonds: Performance and Payment Bonds on the gross project value of the project.
- Construction Period Interest: Ameresco’s carrying costs based upon progress payments during construction with a 10% project retainage paid upon completion of each ECM.
- Travel: Ameresco travel costs associated with managing implementation of the project.
- Warranty: Ameresco providing warranty related services as per the final energy services agreement.
- Overhead and Profit: Ameresco’s recovery of corporate overhead and recognition of profit

Execution Copy

Indirect Pricing shall be calculated based upon the actual Direct Pricing secured through the Direct Pricing process described above, using percentages prescribed in the IGA.

Any cost not specifically included in the Indirect Pricing shall be included in the Direct Pricing, as approved by Sudbury consistent with this Attachment F, inclusive of all materials, labor, and other services or fees required to successfully implement the Scope of Services. All third party or subcontracted services shall be part of the Direct Pricing.

"Audit Fee" shall equal \$26,659 in recognition of services rendered to complete the IGA.

In the event the Contract Cost is anticipated to exceed the "not to exceed" amount stated above, the Parties hereby agree to (1) execute a written amendment to the Agreement increasing the not to exceed amount or (2) modify the Scope of Services in order to remain within the stated maximum. In the event an entire ECM is removed as a result of such modification, Sudbury agrees to compensate Ameresco for any documented Indirect Pricing which may have been incurred for such ECM. In the event Ameresco anticipates that the Guarantee of Energy Savings cannot be met following removal, modification, or alteration of one or more ECMs from the Scope of Services, then Ameresco shall be permitted to modify the Guarantee of Energy Savings to reflect the removal of ECMs and the Parties shall otherwise mutually agree upon any other appropriate modifications to the terms and conditions of this Agreement.

Any Change Orders to the Scope of Services shall follow the same approach described herein.

(b) **Operations and/or Maintenance:** [Not applicable.]

(c) **Monitoring:** The cost of the combined monitoring (Attachment L) and guarantee reconciliation services (Attachment E) is as follows:

| Year | Ongoing Services |
|------|------------------|
| 1 | \$7,896 |
| 2 | \$8,133 |
| 3 | \$8,377 |
| 4 | \$8,629 |
| 5 | \$8,888 |
| 6 | \$5,977 |
| 7 | \$6,156 |
| 8 | \$6,341 |
| 9 | \$6,531 |
| 10 | \$6,727 |
| 11 | \$6,928 |
| 12 | \$7,136 |
| 13 | \$7,350 |
| 14 | \$7,571 |
| 15 | \$7,798 |

(d) **Other Annual Services:** [Not applicable.]

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(e) **Extended Warranty:** [Not applicable.]

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ATTACHMENT G

CHANGE ORDER FORM

(Request & Agreement for change in Plans and/or Specifications and/or Contract)

Change Request No.: _____

Owner: _____

Department: _____

Project No.: _____ Contract No.: _____ Site: _____

Title: _____

I. REQUEST

Date: _____

(a) Requested by: _____

(b) Description of change: _____

II. AMERESCO'S AGREEMENT

For all costs involved in this change including extensions of time herein requested Ameresco proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

☐ (a) Predetermined lump sum total of: (add) (deduct) \$ _____

☐ (b) Lump sum "not-to-exceed": (add) (deduct)
\$ _____

(Max. price based on contract or negotiated unit prices)

☐ (c) Time & Material Basis "not-to-exceed": (add) (deduct) \$ _____

(Computed in accordance with provisions of the Contract)

Place an "X" beside selected proposal method and strike out either (add) or (deduct) whichever does not apply. If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest shall be submitted per (c) above.

An extension of contract time of _____ calendar days to _____ is requested.

Ameresco: _____ by: _____ Date: _____
(name and title) (signature)

SUDBURY APPROVAL:

Date: _____

Sudbury _____

By: _____

Title: _____

| | |
|---------------------|----------|
| Contract Award | \$ _____ |
| Previous Additions | \$ _____ |
| Previous Deductions | \$ _____ |
| Net Total | \$ _____ |
| This Change | \$ _____ |

Execution Copy

Total

\$ _____

Execution Copy

ATTACHMENT H
MAINTENANCE SERVICES

No maintenance services are included in this Agreement.

Execution Copy

ATTACHMENT I

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME & ADDRESS:

PROJECT NO.:

CONTRACT DATE:

DESCRIPTION:

The installation of [list each ECM being accepted with this certificate] under the Agreement has/have been reviewed and found to be substantially complete. The date of Substantial Completion of the forgoing ECM(s) is hereby established as:

SUBSTANTIAL COMPLETION DATE: _____

The date of Substantial Completion of an ECM is the date certified by Sudbury when such ECM is properly installed and, if applicable, commissioned, and is sufficiently complete in accordance with Section 4 (f).

The Substantial Completion date set forth above is the date of commencement of applicable warranties for such ECM(s), as required by the Agreement. A list of items to be completed or corrected is identified below as punchlist items. The failure to include any items on such punchlist does not alter the responsibility of Ameresco to complete all work in accordance with the Agreement.

CONTRACTOR: Ameresco, Inc., 111 Speen Street, Suite 410, Framingham, Massachusetts 01701

AUTHORIZED SIGNATURE: _____ **DATE:** _____

NAME: _____
(type or print)

SUDBURY:

AUTHORIZED SIGNATURE: _____ **DATE:** _____

NAME: _____
(type or print)

PUNCHLIST ITEMS

| |
|--|
| |
|--|

Attach additional page(s) as necessary. Number of pages attached _____.

ATTACHMENT J
STANDARDS OF SERVICE & COMFORT

In general, the space temperature will be maintained as follows:

Heating Season - (Sept. - May)

| Space | Maximum average temperature |
|-----------------------------|---|
| Occupied | 67-72 deg F |
| Unoccupied | 55 deg F |
| Storage area requiring heat | 50 deg F, except where existing use does not permit |
| Areas not requiring heat | Minimum temperature required to prevent damage to the facility. |

Cooling Season (May - Sept.)

| Space | Minimum average temperature |
|-----------------------------|-----------------------------|
| Occupied | 72-75 deg F |
| Unoccupied | N/A |
| Storage area requiring heat | N/A |
| Areas not requiring heat | N/A |

Execution Copy

ATTACHMENT K
TEST INSTALLATION ACCEPTANCE LETTER

[PLACE ON SUDBURY LETTERHEAD]

Date _____

Mr. Michael J. Daigneault
Vice President - Development
Ameresco, Inc.
111 Speen Street
Suite 410
Framingham, MA 01701

Re: Energy Services Agreement (the “*ESA*”; capitalized terms used and not defined herein shall have the meanings given to such terms in the *ESA*) dated as of _____, 2014 by and between the Town of Sudbury (“*Sudbury*”) and Ameresco, Inc. (“*Ameresco*”)

Dear Mr. Daigneault:

Sudbury has reviewed samples of certain ECMs (as set forth on the list attached hereto) to be installed pursuant to the *ESA*. Sudbury hereby approves such ECMs and, if applicable, their respective lighting levels, for installation in Sudbury’s Property located at [_____]. Ameresco and its lenders may rely upon Sudbury’s approval herein for the purpose of procuring such ECMs to be used in the performance of the *ESA*.

Sincerely,

By: _____
Duly Authorized Signatory
Name: _____
Title: _____
Date: _____

Execution Copy

ATTACHMENT L

MONITORING

Monitoring services included in this Agreement are as specified in Section 7 of the IGA, which is incorporated herein by reference.

As part of this Monitoring, Ameresco shall annually provide to Sudbury for the full term of this Agreement a report that satisfies Sudbury's annual reporting obligation to the Massachusetts Department of Energy Resources.

Execution Copy

ATTACHMENT M

EXTENDED WARRANTY

No extended warranty is included in this Agreement.

Execution Copy

ATTACHMENT N

RESERVED]

Execution Copy

ATTACHMENT O

AMERESCO INCUMBENCY CERTIFICATE

I, _____, the duly elected _____ of Ameresco, Inc., a Delaware corporation (the "Corporation"), hereby certify as follows:

1. As of the date hereof, _____, is a duly elected or appointed officer of the Corporation, holding the office of _____, and is authorized to execute and deliver, in the name and on behalf of the Corporation, that certain energy services agreement to which this certificate is attached (the "Agreement"); and

2. The Agreement, when executed and delivered by _____ in the name and on behalf of the Corporation, shall be valid and binding upon the Corporation.

Executed as of _____, 2014.

Name:

Title:

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 9
Open Meeting Law Compliant

Date of Request: 11/24/2014

Requested by: Chuck Woodard

Formal Title:

Discuss and vote to refer Open Meeting Law Complaint received November 26, 2014, from Robert Haarde, to Town Counsel for response.

Recommendations/Suggested Motion/Vote:

Discuss and vote to refer Open Meeting Law Complaint received November 26, 2014, from Robert Haarde, to Town Counsel for response

Background Information:

See attached

Financial Impact Expected:

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Robert Last Name: Haarde

Address: 37 Belcher Drive

City: Sudbury State: MA Zip Code: 01776

Phone Number: +1 (617) 909-7477 Ext.

Email: rhaarde@comcast.net

Organization or Media Affiliation (if any): Sudbury Board of Selectmen

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☐ Individual ☒ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Sudbury Board of Selectmen

Specific person(s), if any, you allege committed the violation: Selectman Chairman Chuck Woodard

Date of alleged violation: Oct 28, 2014

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2014 NOV 26 P 12:16

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The Sudbury Board of Selectmen has violated the Open Meeting Law by not responding to recent complaints in compliance with the law.

At first, Chairman Chuck Woodard chose to not even share the complaints with the Board in a timely manner but instead asked Town Counsel Paul Kenny to deal with them. At our 10/28/14 meeting Chairman Woodard put forth a vague and peculiar agenda item: "vote to comply with the Mass General Laws relative to the Open Meeting Law." I asserted that we were already bound to comply with all Mass General Laws. Chairman Woodard explained that he needs a vote to "ratify" his past actions and provided a letter from Paul Kenny: "It is my understanding the Chairman reported to the Board at an open meeting (on 9/10) that I advised him I would respond for the Board and they should not discuss the matter in open session. The Selectmen did not raise any opposition at the meeting." (end quote)

In fact, at our 9/10/14 meeting, Woodard reported this: "There have been open meeting law complaints regarding Mr. Simon. These have been referred to Town Counsel who is going to review them, examine state law and advise the Board on next steps we should take, but in the mean time we will not and we should not be discussing them publicly."

Woodard did not report that Town Counsel was responding on our behalf but instead reported that Town Counsel would be advising the Board on next steps. There would be no opposition to asking Town Counsel for advice as that is logical. Further, we were instructed not to speak publicly and Chairman Woodard did not schedule an agenda item to discuss these complaints in executive session. The Board was waiting for advice from Town Counsel while, unbeknownst to the Selectmen, Town Counsel, without authority, was asking the Attorney General for dismissal.

To "cure that issue," Town Counsel recommended the Board vote retroactively to refer the complaints to Town Counsel for response. The Board, however, discussed this matter on 10/28/14 and much opposition was raised as the Board disagreed with Town Counsel's advice. Board members expressed a willingness to take OML training and raised a concern about seeking a dismissal of these complaints which would set an undesirable precedent for other town committees regarding email circulation. The Board voted (3-2) "to refer the past complaints to Town Counsel to be forwarded to the Attorney General's office for their review and guidance."

The Board never, in advance or retroactively, voted to give Town Counsel the authority to respond or ask for dismissal.

The deadline has now passed and the will of the Public Body, to forward the OML complaints to the Attorney General for review and guidance, still has not happened.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

The Board of Selectmen should be instructed to take Open Meeting Law training. Chairman Chuck Woodard should be fined \$100 for his handling of these complaints. Members of the public have come forward at numerous public meetings and explained the Open Meeting Law to Chuck and asked that their complaints be handled appropriately. Chuck's handling of these complaints was intentional. He was told several times he was wrong but still persisted to handle these complaints in violation of the law.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

II. Consulting With a Private Attorney.

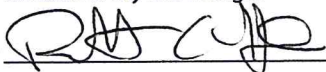
The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____



Date: _____

11-25-14

For Use By Public Body

For Use By AGO

Date Received by Public Body:

Date Received by AGO:

November 25, 2014

To the Sudbury Board of Selectmen

The Sudbury Board of Selectmen has violated the Open Meeting Law by not responding to recent complaints in compliance with the law.

At first, Chairman Chuck Woodard chose to not even share the complaints with the Board in a timely manner but instead asked Town Counsel Paul Kenny to deal with them. At our 10/28/14 meeting Chairman Woodard put forth a vague and peculiar agenda item: "vote to comply with the Mass General Laws relative to the Open Meeting Law." I asserted that we were already bound to comply with all Mass General Laws. Chairman Woodard explained that he needs a vote to "ratify" his past actions and provided a letter from Paul Kenny: "It is my understanding the Chairman reported to the Board at an open meeting (on 9/10) that I advised him I would respond for the Board and they should not discuss the matter in open session. The Selectmen did not raise any opposition at the meeting." (end quote)

In fact, at our 9/10/14 meeting, Woodard reported this: "There have been open meeting law complaints regarding Mr. Simon. These have been referred to Town Counsel who is going to review them, examine state law and advise the Board on next steps we should take, but in the mean time we will not and we should not be discussing them publicly."

Woodard did not report that Town Counsel was responding on our behalf but instead reported that Town Counsel would be advising the Board on next steps. There would be no opposition to asking Town Counsel for advice as that is logical. Further, we were instructed not to speak publicly and Chairman Woodard did not schedule an agenda item to discuss these complaints in executive session. The Board was waiting for advice from Town Counsel while, unbeknownst to the Selectmen, Town Counsel, without authority, was asking the Attorney General for dismissal.

To "cure that issue," Town Counsel recommended the Board vote retroactively to refer the complaints to Town Counsel for response.

The Board, however, discussed this matter on 10/28/14 and much opposition was raised as the Board disagreed with Town Counsel's advice. Board members expressed a willingness to take OML training and raised a concern about seeking a dismissal of these complaints which would set an undesirable precedent for other town committees regarding email circulation. The Board voted (3-2) "to refer the past complaints to Town Counsel to be forwarded to the Attorney General's office for their review and guidance."

The Board never, in advance or retroactively, voted to give Town Counsel the authority to respond or ask for dismissal.

The deadline has now passed and the will of the Public Body, to forward the OML complaints to the Attorney General for review and guidance, still has not happened.

CC: Sudbury Town Clerk
Massachusetts Attorney General

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 10

Minuteman School Building Committee Discussion

Date of Request: 12/1/2014

Requested by: Chuck Woodard

Formal Title:

Discussion on next steps with Minuteman School Building Committee.

Recommendations/Suggested Motion/Vote:

Background Information:

See attached

Financial Impact Expected:

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:



MINUTEMAN
A REVOLUTION IN LEARNING

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2014 DEC -5 P 1:01

- main copy
- boundary for agenda 12/13

December 3, 2014

Charles Woodard, Chair
Sudbury Board of Selectmen
Office of the Town Manager
278 Old Sudbury Rd.
Sudbury, MA 01776-1843

Dear Mr. Woodard:

I am writing to inform you that at their November 18, 2014 meeting, the Minuteman District School Committee voted not to approve the Sudbury Board of Selectmen's recommendation of David Manjarrez to serve as a voting member of the Minuteman School Building Committee.

Please consider submitting another recommendation, based on the detail described in Mr. Spalding's September 5, 2014 correspondence (attached).

Sincerely,


Jeffrey Stulin, Chair
Minuteman School Committee

Rozan, Elizabeth

From: Rozan, Elizabeth
Sent: Friday, September 05, 2014 9:58 AM
To: BOS all, Carlisle through Admin. ; Kathy Lamb, EA Lancaster; BOS all, Sudbury; Mary Ann DiNapoli, EA Wayland; BOS all, Weston
Cc: Carlisle Tim Goddard; Lancaster Ryan McNutt; Sudbury Maureen Valente; Wayland Robert Mercier Interim TM; Weston D. Vanderclock; Acton, Nancy Banks; Arlington, Sue Sheffler; Belmont, Jack Weis; Bolton, David O'Connor; Bouquillon, Ed; Boxborough, Cheryl Mahoney; Boxborough, Cheryl Mahoney; Carlisle, Judith Taylor; Concord, Carrie Flood; Dover, Ford Spalding; Ernie Houle; Lancaster, Daniel Mazzola; Lexington, David Horton; Lincoln, Kemon Taschioglou; Mahoney, Kevin; Needham, Jeffrey Stulin; Rozan, Elizabeth; Stow, Alice Deluca; Sudbury, David Manjarrez; Sudbury, David Manjarrez; Wayland, Mary Ellen Castagno; Weston, Doug Gillespie
Subject: Minuteman Building Project / New Committee Members
Attachments: Current Minuteman School Building Committee Members 8.8.14 and Criteria.pdf
Importance: High

Sent on behalf of Ford Spalding, Chair of Minuteman School Building Committee.

To: Member Town Board of Selectmen: Carlisle, Lancaster, Sudbury, Wayland & Weston
Cc: Member Town Administrators of Carlisle, Lancaster, Sudbury, Wayland & Weston
Minuteman School Committee Members (All)

The Minuteman School Building Committee is requesting that all member towns be represented on the Minuteman School Building Committee going forward. The following towns currently have no representation: Carlisle, Lancaster, Sudbury, Wayland & Weston.

Please submit your nominations within the next 60 days to the Minuteman School Committee to my attention.

The process is:

- 1) The Selectmen nominate a qualified person to the Committee.
- 2) The Minuteman School Committee vote to approve & forward that person's name to the MSBA.
- 3) The MSBA endorses and appoints that person to the Committee.

The candidate must meet one or more of the criteria listed on the attached document. I like to suggest that they have prior town Building Committee experience and/or represent a building or professional trade related to construction. When making your nomination, please provide that person's experience and qualifications. For example, in my case, I previously served as a Co-Chair of a school building committee, and held other local government offices in Dover. The attached also lists all current School Building Committee members for your review.

Below is a listing of scheduled upcoming meetings, subcommittee activity, and current MSBA Time Schedule.

Meeting dates, all at 5pm @ Minuteman:

9/15
9/29
10/20
11/3

11/17
12/1
12/15
1/5

Subcommittees are dealing with:

- 1) Building Design Options for 628 target enrollment
- 2) Education program to support 628 target enrollment
- 3) Budget
- 4) Estimated plans & costs to support renovations that may be required for safety / education / code requirements / Building sustainability if a MSBA building project is not supported.

Current MSBA Time Schedule:

| | |
|---------|--|
| 9/16/14 | 628 target enrollment Education Program approved by the Minuteman School Committee |
| 1/15/15 | School Committee approved Project Schematic Report sent to MSBA for approval |
| 2/17/15 | MSBA Facilities Assessment Committee meeting |
| 2/26/15 | MSBA approve Preferred Schematic Report |
| 10/5/15 | Minuteman approve Project Budget |
| 1/30/15 | MSBA approve Design Plan & Budget |
| 6/31/15 | Member Towns complete Town Meeting approval of project |

If you have questions please feel free to contact me directly. We thank you for your consideration.

Ford Spalding
Chair, Minuteman Building Committee
508-735-3635 (Cell)
978-548-3752 (Fax)
fspalding@fbeins.com

Elizabeth Rozan
District School Committee Assistant

Minuteman High School
758 Marrett Road, Lexington, MA 02421
T 781.861.6500 x449
F 781.863-1747
e.rozan@minuteman.org
www.minuteman.org

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A REVOLUTION IN LEARNING

Prepare for College and Life | Learn from the Experts | Make a Fresh Start | Be More Than Just Another Student | Experience The Modern American High School | Believe In Yourself

Current Minuteman Building Committee Members

08/08/2014

Ford Spalding, Dover/ SC / Building Committee Chair, 508.735.3635

Dr. Edward Bouquillon, Minuteman Superintendent, 781.861.6500

Bill Blake, Minuteman Director of CIA

Simon Bunyard, Boxborough

Franklin Cannon, Concord

Maryann Cooley, Needham / Selectman

Alice DeLuca, Stow, SC

David Frizzell, Alumni/ Belmont Fire Chief

Dana Ham, Lexington / Alumni

Ernest F. Houle, Minuteman Principal

Anthony Lionetta, Arlington

Don Lowe, Bolton/ Town Administrator

Kevin Mahoney, Minuteman Assistant Superintendent for Finance

Carmin Reiss, Concord / Selectman

Peter Sugar, Lincoln

Jack Weis, Belmont/ SC

OPM (Non-voting Member)

Michael McKeon

Designer

Kaestle Boos Associates Inc.

MaryAnn Williams LEED® AP, AVS, MCPPO

Project Executive

Skanska USA Building Consulting

MSBA Building Committee Criteria for Selection

- SBC member who is MCPPO certified
- Local Chief Executive
- Administrator or Manager
- School Committee Member
- Superintendent of Schools
- Local Official responsible for Building Maintenance
- Representative of Office authorized by law to construct school buildings
- School Principal
- Member knowledgeable in educational mission and function of facility
- Local budget official or member of local finance committee
- Members of the community with architecture, engineering, and/or construction experience

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 11
Police Station Construction Borrowing

Date of Request: 12/11/2014

Requested by: Andrea Terkelsen, Finance Director

Formal Title:

Vote to approve and sign document for internal borrowing to start Police Station construction.
(ATM 2014 Article #14)

Recommendations/Suggested Motion/Vote:

Vote to approve and sign document for internal borrowing to start Police Station construction
(ATM 2014 Article #14)

Background Information:

Attached form requires Board's signatures to be returned to Treasurer for further processing.

Financial Impact Expected: \$2,200,000 maximum to be borrowed temporarily from the
general fund as needed until June 30, 2015

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:



TOWN OF SUDBURY
Finance Department
278 Old Sudbury Road
Sudbury, Massachusetts 01776
Tel: (978) 639-3376

MEMORANDUM

To: Board of Selectmen
Maureen G. Valente, Town Manager

CC: Christine Nihan, Town Accountant

From: Andrea L. Terkelsen, Finance Director

Date: **December 4, 2014**

Subject: Inter-fund borrowing from Stabilization fund

This is to request authorization and signed approval of the Board of Selectmen for the Treasurer to perform short-term inter-fund borrowing in the amount \$2,200,000 from Town of Sudbury's general fund reserve balance (Free Cash) for the purpose of starting the construction of the new Police Station Headquarters in advance of the Town conducting a permanent bond issue in February 2015. Said funds are to be paid back to the general fund no later than June 30, 2011, in accordance with MGL Chapter 44 Section 20A and with further instructions and accounting procedures set forth in IGR #92-105.

Once all arrangements have been made for the issuance of project bond issue in February 2014, the Board of Selectmen will need to take a formal vote on the sale. The vote certificate along with all other documentation requiring your approval and signature will be provided to you at that time. However, no further action is required of the Selectmen regarding the repayment of the above mentioned inter-fund borrowing. The Town Treasurer and Town Accountant is responsible for the recording of all necessary transactions, repayment processing and filings with the Public Finance Section of the DOR's Division of Local Services.



ADVANCE OF FUNDS IN LIEU OF BORROWING REPORT

City/Town/District of Town of SudburyPurpose of Issue Police Station Construction ProjectAuthorization ATM 2014-14 5-7-2014 MGL C44 s7

(Date and article of town meeting vote and M.G.L. citation)

Grant Number _____
(If applicable)

| A. Amount of Loan Authorized | | \$ 2,200,000 |
|---|--------------|--------------|
| Computation of Limit on Total of Advances: | | |
| B. Unappropriated Free Cash | \$ 3,322,365 | |
| C. Stabilization Fund | \$ 4,108,451 | |
| D. 1% of FY <u>2015</u> Budget | \$ 876,396 | |
| E. Greatest of line B, C or D | \$ 4,108,451 | |
| F. Other Advances Outstanding | \$ -0- | |
| G. Remaining Limit (line E less line F) | | \$ 4,108,451 |
| H. Amount to be Advanced - This Issue (not to exceed line G) | | \$ 2,200,000 |

Date of Advance 12/11/2014_____
Treasurer

Approved: _____

Mayor or City Manager

Majority of Selectmen or Commissioners

Please send 1st Copy to: **Accountant or Auditor**

See IGR #92-105 for instructions and accounting procedures

Date of Repayment to General Fund: _____

Accountant/Auditor

Please send 2nd Copy to: **Division of Local Services**
Public Finance Section
PO Box 9569
Boston MA 02114-9569

**SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014**

Item # 12

Discussion of additional Sunday sale hours - Sudbury Wine, Spirits & Provisions

Date of Request: 11/21/2014

Requested by: Sudbury Wine, Spirits & Provisions, LLC

Formal Title:

Discussion and vote whether to approve Sudbury Wine, Spirits and Provision's request to extend Sunday sale hours of alcoholic beverages.

Recommendations/Suggested Motion/Vote:

Vote

Discussion and vote whether to approve the application of Sudbury Wine, Spirits & Provisions, LLC to extend the Sunday sale hours of alcoholic beverages from 12:00 Noon - 6:00 PM to 10:00 AM - 6:00 PM.

Background Information:

Please see attached. Effective 9/8/14, the ABCC has permitted package stores to sell alcoholic beverages beginning at 10:00 AM on Sundays. Licensees are required to notify the LLA of this change of hours to request approval.

Financial Impact Expected: N/A

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

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

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

125000039

LICENSEE NAME:

Sudbury Wine, Spirits + Provisions, LLC

ADDRESS:

410 Boston Post Rd.

CITY/TOWN:

Sudbury

STATE

MA

ZIP CODE

01776

TRANSACTION TYPE (Please check all relevant transactions):

- ☒ Change of Hours
☐ Change of DBA
☐ Charity Wine License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND
SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396**

Sudbury Wine, Spirits & Provisions, LLC
410 Boston Post Road
Sudbury, MA 01776
Tel: 978-443-1300

November 21, 2014

Town of Sudbury
Office of Selectmen
278 Old Sudbury Rd.
Sudbury, MA 01776-1843

Subject: Sunday Hours at Sudbury Wine, Spirits & Provisions, LLC

The Board of Directors voted on November 21, 2014 to apply for a change of hours for Sunday openings. The current time of opening is 12 Noon. We would like to apply for a change of opening time on Sundays to 10 A.M.

Thank you.

Very truly yours,

SUDBURY WINE, SPIRITS & PROVISIONS, LLC



Joseph C. Saia
President

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 13

Stony Brook Market 2014 Licensing Fee Request

Date of Request: 11/20/2014

Requested by: Kassouf Management, Inc.

Formal Title:

Vote to waive, or not to waive, or to prorate the Stony Brook Market All Alcohol Package Store licensing fee in the amount of \$2,250 less the application fee for Calendar Year 2014, due to the establishment at 29 Hudson Road having not opened or operated.

Recommendations/Suggested Motion/Vote:

Vote

Vote to waive, or not to waive, or to prorate the Stony Brook Market All Alcohol Package Store licensing fee in the amount of \$2,250 less the application fee for Calendar Year 2014, due to the establishment at 29 Hudson Road having not opened or operated.

Background Information:

Please see attached

Financial Impact Expected: 2014 Package Store Alcohol License Fee

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:

Frank, Leila

From: PAUL KENNY <mma63@msn.com>
Sent: Tuesday, November 18, 2014 2:35 PM
To: Frank, Leila
Subject: Re: Fee Modification

Yes they are.

----- Original Message -----

From: [Frank, Leila](#)
To: [Kenny, Paul](#) ; [PAUL KENNY](#) ; [Jones, Elaine](#)
Cc: [Golden, Patricia](#)
Sent: Tuesday, November 18, 2014 2:24 PM
Subject: Fee Modification

Hi Paul,

The ABCC Director of Licensing advised that the Board of Selectmen make the determination on whether to grant Stony Brook's request for a 2014 alcohol license fee reduction. Can you please confirm whether the board is legally allowed to modify the fee in this situation.

Thank you,
Leila

Leila S. Frank
Town Manager/Board of Selectmen's Office
Office Supervisor/Information Officer
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3380
Fax) 978-443-0756

When writing or responding, please be aware the Secretary of State has determined that e-mail is a public record and thus not confidential.

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 14

Sudbury 375 Donation
CONSENT CALENDAR

Date of Request: 11/20/2014

Requested by: Sudbury 375 Committee

Formal Title:

Vote to accept, on behalf of the Town, donations from Cloud Nine Toys; Cathy & Russell Maynard; John & Lynne Iberg; James Alderman & Janette Cavallo; George & Melinda Connor and Town of Sudbury totaling \$1288.00 to be used by the Town of Sudbury for the purpose of the Sudbury Celebrates 375/Sudbury Day Committee celebration, and may be used for another similar purpose as authorized by the Board of Selectmen in the event that all funds are not expended at the conclusion of the aforementioned celebration.

Recommendations/Suggested Motion/Vote:

Vote to accept, on behalf of the Town, donations from Cloud Nine Toys; Cathy & Russell Maynard; John & Lynne Iberg; James Alderman & Janette Cavallo; George & Melinda Connor and Town of Sudbury totaling \$1288.00 to be used by the Town of Sudbury for the purpose of the Sudbury Celebrates 375/Sudbury Day Committee celebration, and may be used for another similar purpose as authorized by the Board of Selectmen in the event that all funds are not expended at the conclusion of the aforementioned celebration.

Background Information:

Financial Impact Expected: \$1,288

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 15

Eagle Scout Recognition
CONSENT CALENDAR

Date of Request: 12/1/2014

Requested by: Karen Bowler, Secretary, Boy Scout Troop 60

Formal Title:

Vote to enter into the Town record and congratulate Matthew Alexander Bowler, 220 Morse Road; William Daniel DiFelice, 28 Camperdown Lane, and Peter Michael Finnegan, 409 Lincoln Road, all of Troop 60, to be recognized at a Court of Honor on December 27, 2014 for having achieved the high honor of Eagle Scout.

Recommendations/Suggested Motion/Vote:

Vote to enter into the Town record and congratulate Matthew Alexander Bowler, 220 Morse Road; William Daniel DiFelice, 28 Camperdown Lane, and Peter Michael Finnegan, 409 Lincoln Road, all of Troop 60, to be recognized at a Court of Honor on December 27, 2014 for having achieved the high honor of Eagle Scout.

Background Information:

See attached invitation

Financial Impact Expected: N/A

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:

12/11
agenda

Sudbury Boy Scout Troop 60
cordially invites you to join us in honoring

Matthew Alexander Bowler

William Daniel DiFelice

and

Peter Michael Finnegan

For achieving the rank of
Eagle Scout

A Court of Honor will be held
Saturday, December 27, 2014
3:00 pm

Sudbury United Methodist Church, Hawes Hall
251 Old Sudbury Road
Sudbury, MA

Buffet dinner will be served

R.S.V.P. by December 15

Karen Bowler 978-440-7022 or karenabowler120@gmail.com



★ EAGLE SCOUT COURT OF HONOR ★

EAGLE

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 16

\$8,435 MEMA Grant Acceptance
CONSENT CALENDAR

Date of Request: 11/12/2014

Requested by: Fire Dept.

Formal Title:

Vote to accept, on behalf of the Town, a grant in the amount of \$8,435 from the Emergency Management Performance Grant Program through MEMA, as requested by the Sudbury Fire Department, said funds to be used at the discretion of the Fire Chief.

Recommendations/Suggested Motion/Vote:

Vote to accept, on behalf of the Town, a grant in the amount of \$8,435 from the Emergency Management Performance Grant Program through MEMA, as requested by the Sudbury Fire Department, said funds to be used at the discretion of the Fire Chief.

Background Information:

See attached

Financial Impact Expected:

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:

PROJECT SUMMARY (1 page maximum):

The proposed project would be for the purchase of equipment to upgrade the mobile radio communications equipment that is located in our paramedic ambulances. When the current equipment was purchased over twelve years ago it was state of art equipment, but with the new minimum communications requirements of OEMS we are falling short.

The proposed project would be to upgrade to a mobile radio that would be capable of the minimum channel requirement of 160 and be capable Analog and Digital formats. These upgrade radios would be used primarily for radio communications with the CMED control centers located throughout in Massachusetts.

Having additional communications ability was brought to light in Sudbury when responding with an ambulance task force to Brimfield Massachusetts after a tornado in June of 2011, in this instance our ambulance was equip with a properly prograded radio. Since this event the FCC mandated the narrow banding of all CMED radio channels and additional radio channels were added leaving our current radios short on channel capability.

The second part of this radio project would be to upgrade the portable radios charges and speaker microphones in our ambulances. This will allow us to upgrade the portable radios in our ambulances, the current units are not compatible with the newer style of radio that are currently being purchased.

4. Funding Amount

MEMA uses a funding formula to determine award amounts. Award amounts may vary from year to year based upon available funding. Please refer to FFY 2013 and FFY 2014 EMPG Funding- Appendix A for your community's proposed award amount.

Amount of Community/Tribe FFY2013 EMPG funding: \$ 3,975.00

Amount of Community/Tribe FFY2014 EMPG funding: \$ 4,460.00

Total Amount of Community/Tribe combined FFY2013-2014 EMPG funding: \$ 8,435.00

5. Match

Applicants **must** provide a 100% (dollar-for-dollar) cash or in-kind match. Please provide:

a) the match amount (must equal the funding amount): _\$8,435.00_

b) type of match (cash or in-kind): __in-kind__

c) specific match source (**may not be federal funds**): EMD's salary

d) statement that this match is available during the above-referenced Project Period (see #2):

Match will be taken from FFY15 and FFY16 budget cycles.

Guidance on match may be found on MEMA's website here:

<http://www.mass.gov/eopss/agencies/mema/empg-and-ccp-and-hmep-grants.html>

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 17

\$1,300 MEMA Grant Acceptance

CONSENT CALENDAR

Date of Request: 11/12/2014

Requested by: Sudbury Fire Dept.

Formal Title:

Vote to accept, on behalf of the Town, a grant in the amount of \$1,300 from the Citizens Corp. Program through MEMA, as requested by the Sudbury Fire Department, said funds to be used at the discretion of the Fire Chief.

Recommendations/Suggested Motion/Vote:

Vote to accept, on behalf of the Town, a grant in the amount of \$1,300 from the Citizens Corp. Program through MEMA, as requested by the Sudbury Fire Department, said funds to be used at the discretion of the Fire Chief.

Background Information:

See attached

Financial Impact Expected:

Approximate Time Requested:

Representative(s) Expected to Attend Meeting:



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Deval L. Patrick
Governor

Kurt N. Schwartz
Director

Andrea J. Cabral
Secretary

Federal Fiscal Year (FFY) 2013
US DHS/FEMA State Homeland Security Program (SHSP) Citizen Corp Program (CCP)
Application for Grant Funding (AGF)

Overview

Through this AGF, the Massachusetts Emergency Management Agency (MEMA) will be accepting applications from **Massachusetts Community Emergency Response Team (CERT)** entities for FFY 2013 SHSP Funding.

All CERT applicants who receive funding will be required to register their program (one-time process) on FEMA's CCP website (www.citizencorps.gov) and manage their program and contact information on this site.

MEMA plans to, via this grant process, make available \$150,000 to eligible entities.

This document provides a brief overview of the FFY 2013 SHSP and specific guidance for entities applying for funds. The information included here does not provide complete details of the SHSP, its allowable and unallowable activities, equipment or costs. The applicant is responsible for ensuring that its proposed project fully complies with the federal and state guidance for the SHSP. Links to the federal guidelines for this program and other pertinent documents that must be consulted when preparing the application are found within this document.

Application for Grant Funding Template

Please use this Template. Please provide response to each section (as applicable) in the appropriate spaces below. If the proposal contains an interoperable communications component, then the entire Template must be completed.

Applications should be based on an identified gap, and not at the prompting of a vendor that stands to benefit from the awarding of a grant.

1. Entity submitting this Application for Grant Funding

Entity Name: Sudbury CERT

Point of Contact Name: John M. Whalen

Address: 77 Hudson Road

Sudbury, MA 01776

Office Telephone: 978-443-2239

Email Address: whalenj@sudbury.ma.us

Fiscal POC (**if different than above**): _____

Address: _____

Office Telephone: _____

Email address: _____

2. Project Period

Estimated begin/start date(Month/Date/Year): 4/1/14

For planning purposes only, you may use a planned start date of 4/1/14

Estimated end date (Month/Date/Year): 4/30/15

All Projects must be completed by 4/30/15.

3. Project Summary

Using the format below, please provide a clear and comprehensive summary (**1 page maximum**) that includes response to the following:

- a) the proposed project;
- b) why this is needed, and how this need was identified;
- c) how this will benefit your CERT;
- d) how funds, if awarded, will further Goals/Objectives of the DHS/FEMA National Preparedness System and National Preparedness Goal;¹
- e) how funds, if awarded, will be used to help the community or area served by the CERT to better prevent terrorism; protect critical infrastructure; or enhance mitigation, response, or recovery efforts (applicants should review the National Preparedness System and National Preparedness Goal);
- f) expected outcomes; and
- g) how outcomes may be measured.

IMPORTANT: All costs must be allowable under the FFY 2013 SHSP grant program. Please refer to pgs 13-14 ('Allowable Costs' and 'Unallowable Costs') of this AGF for detail on what is/is not allowable.

IMPORTANT: For Equipment, please state whether the item will be fixed or portable. If fixed, please identify where the item is to be installed.

PROJECT SUMMARY (1 page maximum):

This request for grant funding will continue to support the Sudbury CERT team and allow it to fulfill their current mission of assisting when they are called upon. One item that was identified is the group has a lack of emergency lighting equipment that would be required during an event at night. The purchase of a small portable remote lighting system would provide the necessary lighting that would be required in a night time event. This device would have the ability to run without the use of a generator for a period of 8 to 15 hours. With the advancement of LED lighting systems this rechargeable light source would provide the needed lighting without tying up a gas powered generator. The ability to have a quiet operating portable area illumination for a staging area, rescue site, and or command post would be a great asset. The addition of an 80' cord reel with this item would allow recharging from a generator and keep the power source a maximum distance from the use location and would cut down on any unnecessary noise.

¹ Information on the National Preparedness System may be found on-line here: http://www.fema.gov/pdf/prepared/nps_description.pdf, the National Preparedness Goal may be found on-line here: <http://www.fema.gov/pdf/prepared/npg.pdf>. Applicants may also review MEMA's Developing FFY 2013 SHSP CCP Applications document.

SUDBURY BOARD OF SELECTMEN
THURSDAY, DECEMBER 11, 2014

Item # 18

Minutes Acceptance
CONSENT CALENDAR

Date of Request: 12/2/2014

Requested by: Patty Golden

Formal Title:

Vote to approve the regular session meeting minutes of 10/7/14 and 11/18/14.

Recommendations/Suggested Motion/Vote:

Vote to approve the regular meeting minutes of 10/7/14 and 11/18/14

Background Information:

See attached draft minutes of 10/7 and 11/18/14.

Financial Impact Expected: N/A

Approximate Time Requested:

Representative(s) Expected to Attend Meeting: